



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, December 18, 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 posted on the City's website at www.covinaca.gov.
- Pursuant to Government Code Section 54954.2, no matter shall be acted upon by the City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Covina Housing Authority unless listed on agenda, which has been posted not less than 72 hours prior to meeting.
- If you challenge in court any discussion or action taken concerning an item on this Agenda, you may be limited to raising only those issues you or someone else raised during the meeting or in written correspondence delivered to the City at or prior to the City's consideration of the item at the meeting.
- The Sr. Deputy City Clerk of the Covina City Council hereby declares that the agenda for the **December 18, 2012** meeting was posted on **December 13, 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.

December 18, 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. §54956.9(c) – CONFERENCE WITH LEGAL COUNCIL – Anticipated Litigation
Number of potential cases: 1 (one)
Name of case: Housing Authority v California Department of Finance

- B. G.C. §54956.9(c) – CONFERENCE WITH LEGAL COUNCIL – Anticipated Litigation
Number of potential cases: 1 (one)
Name of case: Successor Agency to the Redevelopment Agency v California Department of Finance

- C. G.C. §54956.9(a) – CONFERENCE WITH LEGAL COUNCIL – Existing Litigation
Name of case: City of Covina v. Hassen Imports Partnership
Case No. KC062804

- D. G.C. §54957.6 – CONFERENCE WITH LABOR NEGOTIATOR
Agency representative: Marco A. Martinez, City Attorney
Unrepresented Employee Title: City Manager

RECESS

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

RECONVENE/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: Crew 154B of Fire Station #154

Presentation – Chamber of Commerce 42nd Annual Golf Tournament

Proclamation: Police Chief Raney

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 approve the minutes from the December 4, 2012 regular meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing Authority.
- CC 2. City Council to approve payment of demands in the amount of \$5,934,932.54.
- CC 3. Successor Agency to the Covina Redevelopment Agency to approve the payment of demands in the amount of \$115,896.24.
- CC 4. City Council to receive and file the Public Works Department monthly activity report.
- CC 5. City Council to receive and file the Strategic Plan update.
- CC 6. City Council to approve the use of funds from the Community Development Block Grant (CDBG) 2012-2013 funding allocation through the Special Economic Development Program for Yaya's Café & Bakery, Inc., dba Yaya's Café & Bakery, located at 230 N. Citrus Avenue, Covina.
- CC 7. City Council to authorize the City Manager to enter into a professional services agreement with SirsiDynix's Symphony Integrated Library System (ILS) for software services and support, subject to final negotiations of terms by the city attorney.

CONTINUED BUSINESS

- CB 1. City Council and Successor Agency to the Covina Redevelopment Agency to receive and file the audit report for fiscal year ended June 30, 2012.

Staff Recommendation:

- 1) That the City Council and Successor Agency to the Covina Redevelopment Agency receive and file the Audit Report and the Annual Financial and Compliance Report (CAFR) for fiscal year ended June 30, 2012.

NEW BUSINESS

- NB 1. City Council to introduce, hold first reading of an Ordinance to adopt revised administrative citation regulations by repealing Chapter 1.26 and adopting a new Chapter 1.26 of the Covina Municipal Code.

Staff Recommendation:

- 1) City Council to introduce, hold first reading by title only and waive further reading of **Ordinance 12-2015**, adopting revised administrative citation regulations by repealing Chapter 1.26 ("Community Improvement and Administrative Citations") and

adopting a New Chapter 1.26 (“Administrative Citations”) in Title 1 (“General Provisions”) of the Covina Municipal Code.

NB 2. City Council to introduce, hold first reading of an Ordinance to adopt revised and new regulations for Chapter 1.28 of Title 1 of the Covina Municipal Code.

Staff Recommendation:

2) City Council to introduce, hold first reading by title only and waive further reading of **Ordinance 12-2016**, adopting revised and new regulations for Chapter 1.28 (“Enforcement”) of Title 1 (“General Provisions”) of the Covina Municipal Code.

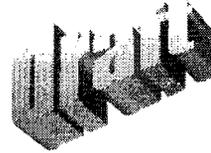
NB 3. City Council to introduce, hold first reading of an Ordinance to modify and enhance regulations related to public nuisances by repealing Chapter 8.40 and adopting a new Chapter 8.40 of the Covina Municipal Code.

Staff Recommendation:

3) City Council to introduce, hold first reading by title only and waive further reading of **Ordinance No. 12-2017**, modifying and enhancing regulations relating to public nuisances by repealing Chapter 8.40 (“Abatement of Real Property Nuisances”) and adopting a new Chapter 8.40 (“Public Nuisances”) in Title 8 (“Health and Safety”) of the Covina Municipal Code.

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, January 15, 2013** 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.



MINUTES OF DECEMBER 4, 2012 REGULAR MEETING OF THE COVINA CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY /COVINA PUBLIC FINANCE AUTHORITY/COVINA HOUSING AUTHORITY HELD IN THE COUNCIL CHAMBER OF CITY HALL, 125 EAST COLLEGE STREET, COVINA, CALIFORNIA

CALL TO ORDER

Mayor Stapleton called the City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing Authority meeting to order at 6:32 p.m. City Attorney Marco Martinez announced the closed session items listed on the regular meeting agenda. There was no public comment.

ROLL CALL

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

Council Members Absent: NONE

Elected Members Present: MANNING

Staff Members Present: City Manager, City Attorney, Police Chief, Human Resources Director, Finance Director, Police Captain, Police Lieutenant, Police Sergeant, Interim Director of Public Works, Management Analyst, Environmental Services Manager, Building Inspector, Community Services Specialist, Executive Assistant and Sr. Deputy City Clerk

AGENDA POSTING DECLARATION

The Sr. Deputy City Clerk of the City of Covina hereby declared that the agenda for the December 4, 2012 City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing Authority meeting was posted on November 29, 2012 near the front entrance of City Hall, 125 East College Street, Covina, in accordance with §54954.2(a) of the California Government Code.

CLOSED SESSION

- A. G.C. §54956.9(c) – CONFERENCE WITH LEGAL COUNCIL/SUCCESSOR AUTHORITY
– Anticipated Litigation
Number of potential cases: 1 (one)
- B. G.C. §54956.9(c) – CONFERENCE WITH LEGAL COUNCIL/HOUSING AUTHORITY
– Anticipated Litigation
Number of potential cases: 1 (one)

RECONVENE THE MEETING

The City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing Authority meeting reconvened at 7:30 p.m., with all members present.

City Attorney Marco Martinez reported that the City Council/Agency/Authority met in closed session to discuss the items listed on the regular meeting agenda, which included possible initiation of litigation against the State of California Department of Finance over certain housing assets the State wants sold with the proceeds returning to the State to fund their budget shortfall. City Attorney Martinez reported the items would be placed on the next regular meeting agenda.

PLEDGE OF ALLEGIANCE

Council Member Low led the pledge of allegiance.

INVOCATION

Covina Police Chaplain David Truax gave the invocation.

PRESENTATIONS

Mayor Stapleton recognized Arline Payne as the Police Department's 2012 volunteer of the year.

Mayor Stapleton recognized James Rochford as the City's employee of the year.

PUBLIC COMMENTS

None.

COUNCIL/AGENCY/AUTHORITY COMMENTS

Council Member Low recognized James Rochford's mother, June Rochford, for doing a remarkable job on raising her sons. Council Member Low requested to adjourn the meeting in memory of Harold Olson, a former longtime Covina resident. Council Member Low spoke about the 1913 Ford Model T vehicle he rode in at the Covina annual parade.

Council Member King expressed gratitude to everyone that worked on the annual parade.

Council Member Delach expressed appreciation to the volunteers and staff for their work on the parade and remarked that it gets better every year.

Mayor Pro Tem Allen thanked the volunteers and staff for putting on another successful parade.

Mayor Stapleton announced the following upcoming community events:

- Holiday Arts & Crafts Fair at the Covina Public Library – Saturday, December 8, 2012, 10:00 a.m. to 4:00 p.m.
- Cookie House Decorating Party at the Covina Public Library – Saturday, December 15, 2012 from 1:00 p.m. to 4:00 p.m., for children 5-12 years of age

- Christmas Party at the Joslyn Senior Center – Tuesday, December 18, 2012 from 1:00 p.m. to 4:00 p.m.
- Free Christmas Concert on Sunday, December 16, 2012, 3:00 p.m. at First Presbyterian Church, 310 North Second Avenue
- Wine Walk to Help Literacy with the Covina Downtown merchants on Saturday, December 8, 2012, 5:00 p.m. to 8:00 p.m. Tickets are \$10 and benefit the Covina Public Library Literacy Program

Mayor Stapleton stated he would like to proclaim December 12, 2012 as Police Chief Kim Raney day in recognition of his 35 years of service and present a proclamation at the next regular meeting. Mayor Pro Tem Allen, Council Member Delach, and Council Member King ratified the Mayor's recommendation.

CITY MANAGER COMMENTS

City Manager Daryl Parrish reported that Consent Calendar item CC6 is requesting to cancel the January 1, 2013 council meeting. City Manager Parrish reported that staff would return before Council with a similar request for March 5, 2013, which is the night of the Covina General Municipal Election.

CONSENT CALENDAR

On a motion made by Council Member King, seconded by Council Member Delach, the City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing Authority approved Consent Calendar items CC2, CC3, CC4, CC5, and CC6. Consent Calendar item CC1 was removed from the agenda for further discussion and consideration. **Motion carried 5-0.**

- CC 1.** City Council to approve the minutes from the November 20, 2012, regular meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing Authority.

City Council Member Low stated he has a concern with page 6 (New Business Item NBI) of the meeting minutes. Council Member Low stated the minutes reference a motion made by Council Member Delach and second by Mayor Stapleton to commission a study to solicit city attorney offers and then a suggestion by Council Member King. Council Member Low stated there is no second to Council Member King's suggestion, yet the motion was approved by a vote of 5-0 and appears that the suggestion of Council Member King has been incorporated in the action. Council Member Low stated that he feels this is inconsistent with the requirements of the Brown Act and believes the action is inappropriate.

Council Member Delach stated the minutes specifically denote those that motioned on the item should serve on the ad hoc committee.

Council Member Low stated it was not his understanding when he voted and that he would not have voted for Mayor Stapleton and Council Member Delach to serve on the sub-committee. Council Member Low stated he feels selecting a city attorney is one of

the most important things a City Council can do and does not agree with those selected to screen candidates.

Council Member Delach stated she can recall that Council agreed and voted on the recommendation and expressed a concern with Council Member Low now declaring that is not what he voted on.

On a motion made by Council Member Delach, seconded by Mayor Pro Tem Allen, the City Council/Agency/Authority approved Consent Calendar item CC1. **Motion carried 4-1, with Council Member Low in opposition.**

- CC 2.** City Council approved the renewal of an agreement with the City of Inglewood for Citation Management Services (ICMS) for parking citation services and authorized the City Manager to execute said agreement.
- CC 3.** City Council adopted **Resolution No. 12-7122**, amending fiscal year 2012-2013 Covina Police Department budget to reflect an appropriation of American Recovery & Reinvestment Act (ARRA) Justice Assistance Grant (JAG) funds.
- CC 4.** City Council received and filed the Quarterly Report of the City Treasurer for the quarter ended September 30, 2012.
- CC 5.** Successor Agency to the Covina Redevelopment Agency received and filed the Quarterly Report of the City Treasurer for the quarter ended September 30, 2012.
- CC 6.** City Council cancelled the regular scheduled Council Meeting of January 1, 2013.

CONTINUED BUSINESS

- CB 1.** City Council to hold second reading and adopt an Ordinance to amend Chapter 8.20 of Title 8 of the Covina Municipal Code regarding alarms to reflect changes to the administration of the City's Alarm Program.

City Manager Parrish gave a brief report of the item for consideration.

On a motion made by Council Member Low, seconded by Mayor Pro Tem Allen, the City Council waived further reading and adopted **Ordinance No. 12-2014**, amending Chapter 8.20 of Title 8 of the Covina Municipal Code pertaining to alarm registration, a regulatory scheme for administering the managing the city's response to alarms, fees, fines and appeal process and providing other matters properly relating thereto. **Motion carried 5-0.**

NEW BUSINESS

NB 1. City Council to adopt a Resolution adopting the City's Energy Action Plan.

Environmental Services Manager Vivian Castro, along with Associate Planner, Jennifer Venema of PMC Management Consultants, gave a PowerPoint Presentation of the City's Energy Action Plan.

On a motion made by Council Member King, seconded by Council Member Low, the City Council adopted **Resolution No. 12-7125**, adopting the City of Covina Energy Action Plan. **Motion carried 5-0.**

ADJOURNMENT

At 8:20 p.m., Mayor Stapleton adjourned in memory of Harold Olsen, the meeting to its next regular meeting of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Finance Authority/Covina Housing Authority to be held on **Tuesday, December 18, 2012** at 6:30 p.m. for closed session and 7:30 p.m. for open session in the Council Chamber located inside of City Hall, 125 East College Street, Covina, California, 91723.

Respectfully Submitted:

Catherine M. LaCroix, CMC
Senior Deputy City Clerk

Approved this 18th day of December, 2012

Mayor/Chairperson Stapleton

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: December 18, 2012

ITEM NO.: CC 2

STAFF SOURCE: Dilu De Alwis, Finance Director

ITEM TITLE: Payment of Demands

STAFF RECOMMENDATION:

Approve Payment of Demands in the amount of: **\$5,934,932.54**

BACKGROUND:

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

<u>DATE OF DEMANDS</u>		<u>DEMAND NUMBERS</u>	<u>AMOUNT</u>
ACCOUNTS PAYABLE WARRANTS			
October, 2012	Wires/EFTs	4067-4131	
October, 2012	Checks	57301-58023	\$4,888,191.65

PAYROLL

OCTOBER 11, 2012 PAYROLL CHECKS			\$136,933.19
OCTOBER 11, 2012 PAYROLL DIRECT DEPOSIT			\$398,000.00
OCTOBER 13, 2012 ADJUST TO MINIMUM BALANCE			\$6,118.78
OCTOBER 25, 2012 PAYROLL CHECKS			\$151,486.84
OCTOBER 25, 2012 PAYROLL DIRECT DEPOSIT			\$429,000.00
OCTOBER 25, 2012 ADJUST TO MINIMUM BALANCE			4,718.63

VOIDS

October, 2012 VOIDS	56843		(30.20)
	57085		(7.13)
	4		(41,212.15)
	2208		(44,002.11)
	3982		(40,913.82)

WORKERS COMPENSATION

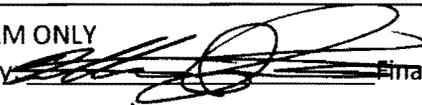
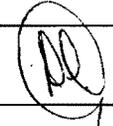
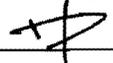
October 1, 2012	Week ending 9/27/12	\$12,356.92
October 10, 2012	Week ending 10/10/12	\$16,152.31
October 17, 2012	Week ending 10/3/12	\$3,484.00
October 22, 2012	Week ending 10/17/12	\$10,539.74
October 30, 2012	Week ending 10/24/12	\$4,115.89

GRAND TOTAL: \$5,934,932.54

RELEVANCE TO STRATEGIC PLAN: Not applicable

EXHIBITS:

A. Accounts Payable Register

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

CITY OF COVINA
Check Register
OCTOBER 2012

Check #	Check Date	Vendor	Name	Amount
4067	10/25/2012	2944	UNITED STATES T	557.25
4068	10/25/2012	73	AGGERS, MICHAEL	1,416.00
4069	10/25/2012	140	ALVAREZ, DANIEL	234.60
4070	10/25/2012	166	ANDERSON, PATRI	1,416.00
4071	10/25/2012	289	BARKER, BEN	3,447.67
4072	10/25/2012	321	BELL, DONALD R	234.60
4073	10/25/2012	360	BLADES, STEVEN	1,416.00
4074	10/25/2012	379	BONNELL, EVELYN	234.60
4075	10/25/2012	410	BRITZ, IRENE	234.60
4076	10/25/2012	591	CELLIAN, MARY	234.60
4077	10/25/2012	670	CLARK, HUBERT	1,416.00
4078	10/25/2012	673	CLARK, RONNIE	1,416.00
4079	10/25/2012	689	COAKLEY, RAYMON	234.60
4080	10/25/2012	742	CORDER, MARK C	1,650.00
4081	10/25/2012	938	DOWDY, WAYNE	234.60
4082	10/25/2012	945	DUKE, WILMA	102.00
4083	10/25/2012	1010	ESCALANTE, RICH	234.60
4084	10/25/2012	1020	ESTRADA, EDWARD	234.60
4085	10/25/2012	1072	FISHER, MARGARE	93.60
4086	10/25/2012	1095	FORNES JR, JAME	234.60
4087	10/25/2012	1137	GALLIVAN, KAREN	1,416.00
4088	10/25/2012	1201	GOETZ, MARCIA D	1,416.00
4089	10/25/2012	1223	GOODMAN, GLEN	93.60
4090	10/25/2012	1225	GOODWIN, PAUL	234.60
4091	10/25/2012	1236	GRAMMATIKAS, DO	234.60
4092	10/25/2012	1243	GRAVES, KENNETH	234.60
4093	10/25/2012	1250	GREENER, CHARLE	102.00
4094	10/25/2012	1296	HARO, DAVID	234.60
4095	10/25/2012	1372	HOSTETLER, DARR	234.60
4096	10/25/2012	1485	JENNINGS, ERMON	234.60
4097	10/25/2012	1522	JORDAN, RICHARD	102.00
4098	10/25/2012	1549	KEMP, BOBBI	1,416.00
4099	10/25/2012	1555	KEOHEN, WILLIAM	93.60
4100	10/25/2012	1685	LENTZ, JOHN	102.00
4101	10/25/2012	1781	MAGAN, PAUL	93.60
4102	10/25/2012	1806	MARQUEZ, MICHAEL	102.00
4103	10/25/2012	1812	MARTEENY-HAUS,	1,416.00
4104	10/25/2012	1842	MCAFFEE, GENE	234.60
4105	10/25/2012	1897	MESSINEO, JACQU	1,416.00
4106	10/25/2012	1935	MITCHELL, C JOA	102.00
4107	10/25/2012	1936	MITCHELL, HAROL	234.60
4108	10/25/2012	2012	MURPHY, JAMES	234.60
4109	10/25/2012	2013	MURRAY, DENNIS	93.60

CITY OF COVINA
Check Register
OCTOBER 2012

4110	10/25/2012	2049 NEILSON, RALEIG	234.60
4111	10/25/2012	2051 NELSON, WILLIAM	141.60
4112	10/25/2012	2096 OBLONSKY, JERRY	102.00
4113	10/25/2012	2113 OLIVE, ROBERT J	234.60
4114	10/25/2012	2118 OLSON, ZAN	234.60
4115	10/25/2012	2261 PIERSON, SCOTT	1,650.00
4116	10/25/2012	2421 REVIS, CATHY	1,416.00
4117	10/25/2012	2501 RUMPLER, JOANNE	1,416.00
4118	10/25/2012	2567 SANTOS, ROGER	93.60
4119	10/25/2012	2579 SCHLEIF, FRANCI	1,416.00
4120	10/25/2012	2580 SCHMID, FRANK	1,416.00
4121	10/25/2012	2630 SHAUP, JOY ANN	93.60
4122	10/25/2012	2785 SUTHERLAND, DAL	93.60
4123	10/25/2012	2812 TARIN, LORENA	93.60
4124	10/25/2012	2828 TESKE, OSCAR	234.60
4125	10/25/2012	2847 THOMPSON, MARGA	93.60
4126	10/25/2012	2849 THOMSON, JOHN R	234.60
4127	10/25/2012	2864 TOLENTINO, LEOP	102.00
4128	10/25/2012	2997 VER KUILEN, VAL	1,416.00
4129	10/25/2012	3038 WALTON, MARLA	93.60
4130	10/25/2012	3061 WEISS, MOREY	1,416.00
4131	10/25/2012	3130 WORTHY, WILLIAM	3,447.67
57301	10/02/2012	26 ABSOLUTE SECURI	5,810.40
57302	10/02/2012	72 AGENCIES TOOL C	198.74
57303	10/02/2012	74 AGI ACADEMY	269.50
57304	10/02/2012	79 LOURDES MADRID-	147.00
57305	10/02/2012	86 AKEY, MARJORIE	37.80
57306	10/02/2012	91 ALAS, NINA	56.00
57307	10/02/2012	113 ALL CITY MANAGE	5,785.44
57308	10/02/2012	158 AMERICAN TRAFFI	16,185.00
57309	10/02/2012	251 AYRES HOTEL	521.00
57310	10/02/2012	269 BAKER AND TAYLO	381.00
57311	10/02/2012	318 BELL BUILDING M	3,155.00
57312	10/02/2012	341 BEST BEST & KRI	22,103.71
57313	10/02/2012	3243 BMW MOTORCYCLES	233.56
57314	10/02/2012	380 BOOK WHOLESALER	129.45
57315	10/02/2012	475 CALIBER POOL AN	2,587.09
57316	10/02/2012	477 CALIF, STATE OF	6,792.00
57317	10/02/2012	536 CARQUEST AUTO P	119.40
57318	10/02/2012	572 CATHOLIC CHARIT	7,814.02
57319	10/02/2012	600 CERTIFIED UNDER	268.65
57320	10/02/2012	617 CHARTER OAK GYM	1,871.10
57321	10/02/2012	649 CINTAS CORP #69	172.82
57322	10/02/2012	664 CIVILTEC ENGINE	29,470.12

CITY OF COVINA
Check Register
OCTOBER 2012

57323	10/02/2012	682 CLINICAL LAB OF	420.00
57324	10/02/2012	495 COE, JACQUELYN	245.00
57325	10/02/2012	712 COMMUNITY BANK	37,470.45
57326	10/02/2012	720 COMPUTER SERVIC	22,032.20
57327	10/02/2012	736 COON, MARK	650.00
57328	10/02/2012	740 CORBIN, CLARA	578.67
57329	10/02/2012	777 COVINA RENTS	174.00
57330	10/02/2012	782 COVINA VALLEY U	755.00
57331	10/02/2012	783 COVINA WATER &	389.68
57332	10/02/2012	3268 DESERT DIAMOND	788.00
57333	10/02/2012	970 EDISON CO	535.82
57334	10/02/2012	970 EDISON CO	1,255.31
57335	10/02/2012	979 ELECTRONIC RISK	3,635.45
57336	10/02/2012	1011 ESCOBEDO, JOSEP	70.00
57337	10/02/2012	1134 GALE CENGAGE LÉ	45.62
57338	10/02/2012	1156 GAS COMPANY, TH	630.12
57339	10/02/2012	1203 GOLDEN STATE OV	29.70
57340	10/02/2012	1204 GOLDEN STATE WA	60.98
57341	10/02/2012	1231 GOVT FINANCE OF	167.00
57342	10/02/2012	1235 GRAINGER	676.29
57343	10/02/2012	1241 GRAND PRINTING	3,744.49
57344	10/02/2012	1352 HINDERLITER DEL	7,348.23
57345	10/02/2012	1364 HOME DEPOT	411.28
57346	10/02/2012	1371 HOSE MAN INC, T	762.53
57347	10/02/2012	1382 HUGHES, TAYLOR	1,700.00
57348	10/02/2012	1389 HUNTINGTON COUR	588.90
57349	10/02/2012	1394 HYDRO CONNECTIO	85.56
57350	10/02/2012	1420 INDEPENDENT CIT	70.00
57351	10/02/2012	1426 INGERSOLL, SCOT	21.00
57352	10/02/2012	1428 INGRAM DIST GRO	16.19
57353	10/02/2012	1429 INLAND EMPIRE S	640.00
57354	10/02/2012	1430 INLAND WATER WO	1,895.09
57355	10/02/2012	3697 INTEGRATED PLAS	1,500.00
57356	10/02/2012	1442 INTER-VALLEY PO	102.27
57357	10/02/2012	1438 INTERNATIONAL A	275.00
57358	10/02/2012	1441 INTERSTATE BATT	326.09
57359	10/02/2012	1463 J.G. TUCKER AND	211.08
57360	10/02/2012	3654 JEREMIAH DONOVA	40.00
57361	10/02/2012	3659 JMDIAZ	5,492.20
57362	10/02/2012	1505 JOHNNY'S POOL S	32.19
57363	10/02/2012	1526 JS CONSULTANTS	15,926.51
57364	10/02/2012	1545 KELLEY BLUE BOO	76.13
57365	10/02/2012	1556 KERNS, JASON	158.31
57366	10/02/2012	1571 KING BOLT CO	12.48

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57367	10/02/2012	1573 KINGWILL, BRIAN	1,700.50
57368	10/02/2012	1578 KLYMKIW, MARIE	87.26
57369	10/02/2012	1580 KMART STORE 428	57.45
57370	10/02/2012	1597 KYLE, PATRICIA	535.50
57371	10/02/2012	1612 LA CNTY DEPT OF	2,332.14
57372	10/02/2012	1615 LA CNTY MTA	364.00
57373	10/02/2012	1634 LACROIX, CATHER	37.12
57374	10/02/2012	1638 LAM, LY CHOU	140.00
57375	10/02/2012	1673 LAWSON PRODUCTS	873.80
57376	10/02/2012	3209 LAYNE, SHARON	144.67
57377	10/02/2012	1680 LEAGUE OF CALIF	100.00
57378	10/02/2012	1710 LIFELOC TECHNOL	37.72
57379	10/02/2012	3207 MARCHILLO, LUAN	56.00
57380	10/02/2012	3681 MARIPOSA GRILL	1,307.40
57381	10/02/2012	3672 MARY JOCELYN A	70.00
57382	10/02/2012	1858 MCMASTER CARR S	27.41
57383	10/02/2012	1895 MERRIMAC ENERGY	32,926.03
57384	10/02/2012	1933 MISSION LINEN S	499.78
57385	10/02/2012	3236 MUNOZ, VINCENT	280.00
57386	10/02/2012	3188 MUSHROOM NETWOR	950.00
57387	10/02/2012	3563 NEWEGG INC	298.59
57388	10/02/2012	2091 O REILLY AUTO P	21.16
57389	10/02/2012	2101 OCLC/FOREST PRE	15,180.00
57390	10/02/2012	2104 OFFICE DEPOT	2,312.51
57391	10/02/2012	99999 GABRIELA ACOSTA ROD	15.00
57392	10/02/2012	99999 ONE TIME PAY	0.00
57393	10/02/2012	2129 ORANGE COUNTY S	80.00
57394	10/02/2012	2163 PACIFIC PARKING	252.63
57395	10/02/2012	2189 PARADA, MIGUEL	304.50
57396	10/02/2012	2199 PARS	424.36
57397	10/02/2012	2238 PEST OPTIONS IN	265.00
57398	10/02/2012	2255 PHONE SUPPLEMEN	1,078.79
57399	10/02/2012	2277 POLLARDWATER DO	166.08
57400	10/02/2012	2309 PROFESSIONAL AC	538.00
57401	10/02/2012	2345 QUILL	129.11
57402	10/02/2012	2415 REPUBLIC MASTER	61.76
57403	10/02/2012	3276 RISK MANAGEMENT	11,962.50
57404	10/02/2012	3655 ROBERT WONG	84.00
57405	10/02/2012	2519 SALAMONE, KIMBE	171.50
57406	10/02/2012	2607 SERESINGHE, AII	900.00
57407	10/02/2012	2646 SHOWCASES	733.00
57408	10/02/2012	2648 SIEMENS BUILDIN	2,020.50
57409	10/02/2012	2676 SMART AND FINAL	46.32
57410	10/02/2012	2711 SOUTHEAST CONST	58.61

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57411	10/02/2012	2716 SOUTHERN CALIFO	2,794.00
57412	10/02/2012	3208 SOWARD, KATHERI	49.00
57413	10/02/2012	2737 STAPLES INC	206.56
57414	10/02/2012	2778 SUPERIOR PAVEME	9,904.00
57415	10/02/2012	2796 SYNTECH	290.00
57416	10/02/2012	2846 THOMAS, TERRI	388.50
57417	10/02/2012	2852 THREE VALLEY MU	4,991.17
57418	10/02/2012	2859 TISUTHIWONGSE,	574.83
57419	10/02/2012	2867 TOM'S CLOTHING	110.37
57420	10/02/2012	3185 TOSHIBA FINANCI	1,777.55
57421	10/02/2012	2942 UNITED SITE SER	115.16
57422	10/02/2012	2958 US POSTMASTER	444.76
57423	10/02/2012	2973 VAN LEEUWEN, JO	70.00
57424	10/02/2012	3650 VASILJ INC	711,938.55
57425	10/02/2012	3234 VELARDE-KUBANIK	196.00
57426	10/02/2012	2999 VERIZON CALIFOR	286.94
57427	10/02/2012	3004 VICTORY EXTERMI	25.00
57428	10/02/2012	3010 VILLARREAL, TIF	63.00
57429	10/02/2012	3023 VULCAN MATERIAL	975.70
57430	10/02/2012	3187 WAGONER, PAMELA	303.33
57431	10/02/2012	3026 WAKAYAMA, ASHLE	68.60
57432	10/02/2012	3043 WARREN DISTRIBU	324.17
57433	10/02/2012	3070 WEST COAST ARBO	1,375.20
57434	10/02/2012	3072 WEST COVINA AUT	417.32
57435	10/02/2012	3076 WEST END UNIFOR	1,984.50
57436	10/02/2012	3078 WEST PAYMENT CE	44.59
57437	10/02/2012	3080 WESTERN EMULSIO	503.00
57438	10/02/2012	3102 WILLDAN FINANCI	33,432.28
57439	10/02/2012	3143 YELLOW CAB OF S	67.80
57440	10/03/2012	68 AFLAC ACCT# YQ7	3,365.29
57441	10/03/2012	68 AFLAC ACCT# YQ7	28.00
57442	10/03/2012	69 AFSCME	960.00
57443	10/03/2012	487 CalPERS	61,244.18
57444	10/03/2012	775 COVINA POLICE A	4,080.00
57445	10/03/2012	789 COVINA-FSA, CIT	1,770.00
57446	10/03/2012	819 CSAC-EIA	4,483.32
57447	10/03/2012	819 CSAC-EIA	1,495.46
57448	10/03/2012	878 DELTA DENTAL OF	7,267.85
57449	10/03/2012	1247 GREAT WEST LIFE	4,847.50
57450	10/03/2012	1307 HARTFORD LIFE I	9.68
57451	10/03/2012	1405 ICMA RETIREMENT	6,323.91
57452	10/03/2012	1405 ICMA RETIREMENT	845.47
57453	10/03/2012	2033 NATIONWIDE RETI	3,057.88
57454	10/03/2012	3685 PARS US BANK	2,136.84

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57455	10/03/2012	2234 PERS	129,651.32
57456	10/03/2012	2235 PERS LONG TERM	252.92
57457	10/03/2012	3668 SHERIFF'S DEPAR	213.15
57458	10/03/2012	2946 UNITED WAY OF G	17.50
57459	10/03/2012	3014 VISION SERVICE	592.80
57460	10/03/2012	3045 WASHINGTON NATI	251.01
57461	10/04/2012	283 BANK OF THE WES	911.79
57462	10/04/2012	3679 OPTIMUM ENERGY	583.00
57463	10/04/2012	3077 WEST LITE SUPPL	386.80
57464	10/09/2012	13 A-1 POWER SWEEP	600.00
57465	10/09/2012	23 ABORTA BUG INC	145.00
57466	10/09/2012	50 ADVANCED	1,430.10
57467	10/09/2012	63 AEG SOLUTIONS	202.29
57468	10/09/2012	82 AIR-BREE HEATIN	212.50
57469	10/09/2012	113 ALL CITY MANAGE	5,104.80
57470	10/09/2012	135 ALPHA AUTO WREC	217.50
57471	10/09/2012	3698 ANGEL RAMIREZ	0.00
57472	10/09/2012	219 AT&T	15.25
57473	10/09/2012	219 AT&T	88.94
57474	10/09/2012	251 AYRES HOTEL	2,605.00
57475	10/09/2012	254 AZUSA LIGHT & W	4,051.86
57476	10/09/2012	269 BAKER AND TAYLO	114.49
57477	10/09/2012	344 Best Office Pro	478.48
57478	10/09/2012	380 BOOK WHOLESALER	38.03
57479	10/09/2012	437 BURRO CANYON EN	140.00
57480	10/09/2012	457 CA PARKS AND RE	165.00
57481	10/09/2012	565 CASTRO, VIVIAN	128.21
57482	10/09/2012	3696 CHRISTOPHER STE	500.00
57483	10/09/2012	649 CINTAS CORP #69	172.82
57484	10/09/2012	654 CITRUS CAR WASH	392.70
57485	10/09/2012	656 CITRUS VALLEY F	250.13
57486	10/09/2012	710 COMMUNICATIONS	137,470.89
57487	10/09/2012	717 COMPLETE PAPERL	5,175.00
57488	10/09/2012	730 CONTEMPORARY IN	24.00
57489	10/09/2012	739 COPWARE	1,105.00
57490	10/09/2012	740 CORBIN, CLARA	500.00
57491	10/09/2012	766 COVINA DISPOSAL	13,284.56
57492	10/09/2012	777 COVINA RENTS	522.00
57493	10/09/2012	791 CPCA	450.00
57494	10/09/2012	857 DAVID TURCH AND	7,500.00
57495	10/09/2012	862 DE ALWIS, DILU	123.00
57496	10/09/2012	871 DELACH, PEGGY	1,033.62
57497	10/09/2012	931 DOUBLETREE HOTE	1,332.30
57498	10/09/2012	970 EDISON CO	64,243.02

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57499	10/09/2012	1055 FEDEX	43.26
57500	10/09/2012	1134 GALE CENGAGE LE	35.22
57501	10/09/2012	1149 GARCIA, JUSTINE	15.00
57502	10/09/2012	1156 GAS COMPANY, TH	25.46
57503	10/09/2012	1198 GLOBALSTAR LLC	42.24
57504	10/09/2012	1241 GRAND PRINTING	3,603.44
57505	10/09/2012	1364 HOME DEPOT	238.64
57506	10/09/2012	1387 HUNTER, JOHN L.	412.50
57507	10/09/2012	1389 HUNTINGTON COUR	271.60
57508	10/09/2012	1394 HYDRO CONNECTIO	73.49
57509	10/09/2012	1427 INGLEWOOD, CITY	5,526.22
57510	10/09/2012	1428 INGRAM DIST GRO	24.43
57511	10/09/2012	1434 INTEGRA TEST	80.00
57512	10/09/2012	1483 JEECO MFG & SUP	63.52
57513	10/09/2012	1547 KELLY PAPER CO	282.15
57514	10/09/2012	1561 KEYSTONE UNIFOR	215.00
57515	10/09/2012	1650 LARA, LAURA	166.00
57516	10/09/2012	1694 LEWIS ENGRAVING	9.79
57517	10/09/2012	3681 MARIPOSA GRILL	957.46
57518	10/09/2012	1933 MISSION LINEN S	68.31
57519	10/09/2012	2035 NATIONAL NEIGHB	185.54
57520	10/09/2012	2060 NEW READERS PRE	476.58
57521	10/09/2012	2061 NEWPORT FARMS I	355.70
57522	10/09/2012	3616 NICOLE SOLANO	22.53
57523	10/09/2012	2104 OFFICE DEPOT	269.34
57524	10/09/2012	99999 CHRISTINE FULLER	77.96
57525	10/09/2012	2129 ORANGE COUNTY S	269.00
57526	10/09/2012	2303 PRIORITY MAILIN	550.00
57527	10/09/2012	2312 PROFORCE LAW EN	1,153.78
57528	10/09/2012	2335 PYRO-COMM SYSTE	135.00
57529	10/09/2012	2389 RC KEMP CONSULT	990.00
57530	10/09/2012	2415 REPUBLIC MASTER	152.36
57531	10/09/2012	2434 RICE/ENGLANDER	3,000.00
57532	10/09/2012	3695 RUBEN MACIAS	500.00
57533	10/09/2012	3693 SCIENCE ON THE	375.00
57534	10/09/2012	2676 SMART AND FINAL	494.48
57535	10/09/2012	2737 STAPLES INC	68.99
57536	10/09/2012	2853 THYSSENKRUPP EL	970.67
57537	10/09/2012	2855 TIME WARNER CAB	145.12
57538	10/09/2012	3185 TOSHIBA FINANCI	1,757.39
57539	10/09/2012	2942 UNITED SITE SER	104.56
57540	10/09/2012	2958 US POSTMASTER	409.73
57541	10/09/2012	2999 VERIZON CALIFOR	68.99
57542	10/09/2012	3023 VULCAN MATERIAL	222.89

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57543	10/09/2012	3029 WALCZAK, RIC	519.75
57544	10/09/2012	3102 WILLDAN FINANCI	64.95
57545	10/16/2012	68 AFLAC ACCT# YQ7	3,445.17
57546	10/16/2012	68 AFLAC ACCT# YQ7	28.00
57547	10/16/2012	69 AFSCME	940.00
57548	10/16/2012	487 CalPERS	60,837.34
57549	10/16/2012	775 COVINA POLICE A	4,070.00
57550	10/16/2012	789 COVINA-FSA, CIT	1,770.00
57551	10/16/2012	819 CSAC-EIA	4,536.25
57552	10/16/2012	819 CSAC-EIA	1,522.96
57553	10/16/2012	878 DELTA DENTAL OF	7,214.80
57554	10/16/2012	1247 GREAT WEST LIFE	4,947.50
57555	10/16/2012	1307 HARTFORD LIFE I	9.67
57556	10/16/2012	1405 ICMA RETIREMENT	6,223.91
57557	10/16/2012	1405 ICMA RETIREMENT	845.47
57558	10/16/2012	2033 NATIONWIDE RETI	3,057.88
57559	10/16/2012	3685 PARS US BANK	2,393.30
57560	10/16/2012	2234 PERS	150.93
57561	10/16/2012	2234 PERS	122,834.50
57562	10/16/2012	2234 PERS	14.79
57563	10/16/2012	2235 PERS LONG TERM	252.92
57564	10/16/2012	3668 SHERIFF'S DEPAR	213.15
57565	10/16/2012	2946 UNITED WAY OF G	17.50
57566	10/16/2012	3014 VISION SERVICE	542.46
57567	10/16/2012	3045 WASHINGTON NATI	250.99
57568	10/16/2012	3 12 MILES OUT.CO	1,200.00
57569	10/16/2012	26 ABSOLUTE SECURI	5,810.40
57570	10/16/2012	3596 AIS SPECIALTY	1,361.24
57571	10/16/2012	72 AGENCIES TOOL C	173.55
57572	10/16/2012	128 ALLIANT INSURAN	1,826.25
57573	10/16/2012	3628 AMERICAN PERSPE	38,987.50
57574	10/16/2012	160 AMERICAN WEST C	75.00
57575	10/16/2012	206 ASCAP	11.16
57576	10/16/2012	219 AT&T	358.58
57577	10/16/2012	219 AT&T	112.89
57578	10/16/2012	220 AT&T LONG DISTA	14.56
57579	10/16/2012	221 AT&T MOBILITY	1,182.16
57580	10/16/2012	226 ATLAS SPRING CO	737.90
57581	10/16/2012	245 AVILA, MONIQUE	24.87
57582	10/16/2012	255 AZUSA PLUMBING	65.65
57583	10/16/2012	260 B & K ELECTRIC	93.84
57584	10/16/2012	283 BANK OF THE WES	11,857.45
57585	10/16/2012	341 BEST BEST & KRI	26,796.52
57586	10/16/2012	476 CALIF BUILDING	627.30

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57587	10/16/2012	477 CALIF, STATE OF	1,083.59
57588	10/16/2012	477 CALIF, STATE OF	313.00
57589	10/16/2012	508 CAMGUARD SYSTEM	220.00
57590	10/16/2012	516 CANON BUS SOLUT	369.79
57591	10/16/2012	536 CARQUEST AUTO P	212.00
57592	10/16/2012	3214 Case Power and	245.10
57593	10/16/2012	568 CAT SPECIALTIES	1,641.25
57594	10/16/2012	572 CATHOLIC CHARIT	7,704.43
57595	10/16/2012	600 CERTIFIED UNDER	33.05
57596	10/16/2012	634 CHEVRON PRODUCT	320.82
57597	10/16/2012	3699 CHILDREN'S ADVO	175.00
57598	10/16/2012	649 CINTAS CORP #69	172.82
57599	10/16/2012	653 CITRUS AUTO UPH	140.90
57600	10/16/2012	654 CITRUS CAR WASH	47.96
57601	10/16/2012	679 CLEVA TECHNOLOG	227.00
57602	10/16/2012	692 CODE PUBLISHING	364.65
57603	10/16/2012	700 COLLEY FORD	168.11
57604	10/16/2012	706 COMMERCIAL DOOR	1,199.67
57605	10/16/2012	711 COMMUNITY ACTIO	350.00
57606	10/16/2012	745 CORONA, MARIO	8.00
57607	10/16/2012	749 COUNSELING TEAM	1,140.00
57608	10/16/2012	765 COVINA CONCERT	246.00
57609	10/16/2012	3299 Covina Gardens	185,298.63
57610	10/16/2012	771 COVINA IRRIGATI	284,765.50
57611	10/16/2012	777 COVINA RENTS	748.00
57612	10/16/2012	783 COVINA WATER &	1,382.26
57613	10/16/2012	795 CPRS AGING SERV	50.00
57614	10/16/2012	3702 CRYSTAL GOINS	217.00
57615	10/16/2012	3701 DEPARTMENT OF J	454.00
57616	10/16/2012	896 DH MAINTENANCE	6,214.40
57617	10/16/2012	970 EDISON CO	42,406.69
57618	10/16/2012	1055 FEDEX	61.24
57619	10/16/2012	1075 FLEET SERVICES	223.50
57620	10/16/2012	1084 FOLD A GOAL	163.43
57621	10/16/2012	1089 FOOTHILL PRESBY	1,348.67
57622	10/16/2012	1089 FOOTHILL PRESBY	25.00
57623	10/16/2012	1098 FOSTER, DAVE	22.20
57624	10/16/2012	1195 GLOBAL KNOWLEDG	2,545.75
57625	10/16/2012	1203 GOLDEN STATE OV	9.58
57626	10/16/2012	1204 GOLDEN STATE WA	468.01
57627	10/16/2012	1235 GRAINGER	672.48
57628	10/16/2012	1241 GRAND PRINTING	183.64
57629	10/16/2012	1266 GUITAR CENTER	3,640.03
57630	10/16/2012	1277 HAEBE, CYNTHIA	2,117.50

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57631	10/16/2012	1279 HAINES AND CO I	3,557.25
57632	10/16/2012	1282 HALL-McGRADE, A	189.51
57633	10/16/2012	3669 HAMILTON & ASSO	3,205.50
57634	10/16/2012	1364 HOME DEPOT	984.10
57635	10/16/2012	1394 HYDRO CONNECTIO	289.48
57636	10/16/2012	1410 IIMC	170.00
57637	10/16/2012	1427 INGLEWOOD, CITY	3,975.00
57638	10/16/2012	1474 JAIME, LUIS	64.42
57639	10/16/2012	1483 JEECO MFG & SUP	65.20
57640	10/16/2012	1505 JOHNNY'S POOL S	43.46
57641	10/16/2012	1512 JOHNSON-FRANK	8,200.00
57642	10/16/2012	1531 JW LOCK CO INC	391.83
57643	10/16/2012	1547 KELLY PAPER CO	156.63
57644	10/16/2012	1561 KEYSTONE UNIFOR	346.91
57645	10/16/2012	1571 KING BOLT CO	29.10
57646	10/16/2012	1580 KMART STORE 428	43.45
57647	10/16/2012	1601 L3 COMMUNICATIO	71.72
57648	10/16/2012	1612 LA CNTY DEPT OF	3,015.01
57649	10/16/2012	1614 LA CNTY FIRE DE	648,941.58
57650	10/16/2012	3704 LAND DEVELOPMEN	617.20
57651	10/16/2012	1646 LANGUAGE LINE S	31.96
57652	10/16/2012	1663 LAW ENFORCEMENT	735.00
57653	10/16/2012	1691 LEVEL 3 COMMUNI	1,086.61
57654	10/16/2012	1748 LOS ANGELES TIM	31.20
57655	10/16/2012	1754 LOWE'S COMPANIE	137.70
57656	10/16/2012	1778 MADRID, VICKI	20.00
57657	10/16/2012	1858 MCMASTER CARR S	83.15
57658	10/16/2012	1860 MCNEILL SOUND &	270.00
57659	10/16/2012	1895 MERRIMAC ENERGY	30,981.02
57660	10/16/2012	1904 MEYER JR., ROBE	200.00
57661	10/16/2012	1908 MICHAEL J O'DAY	105.00
57662	10/16/2012	1933 MISSION LINEN S	382.01
57663	10/16/2012	1934 MITCHELL REPAIR	612.00
57664	10/16/2012	2008 MUNOZ, FELIPE	8.00
57665	10/16/2012	3551 NATIONAL EMERGE	130.00
57666	10/16/2012	3676 NEW CENTURY BMW	635.81
57667	10/16/2012	3563 NEWEGG INC	382.84
57668	10/16/2012	2061 NEWPORT FARMS I	578.50
57669	10/16/2012	3616 NICOLE SOLANO	16.00
57670	10/16/2012	2104 OFFICE DEPOT	274.35
57671	10/16/2012	99999 RAYMONDA GARABET	45.00
57672	10/16/2012	3641 PACIFIC HYDROTE	740,762.50
57673	10/16/2012	2177 PALM SPRINGS FO	1,565.00
57674	10/16/2012	2198 PARRISH, DARYL	41.00

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57675	10/16/2012	2199 PARS	956.91
57676	10/16/2012	3677 PAUL MENDOZA MA	223.37
57677	10/16/2012	2211 PAULL, MARVIN J	675.00
57678	10/16/2012	2277 POLLARDWATER DO	281.08
57679	10/16/2012	2281 PORTRAITS BY KA	285.63
57680	10/16/2012	2297 PRECISE COACHCR	645.82
57681	10/16/2012	2309 PROFESSIONAL AC	538.00
57682	10/16/2012	2321 PSTC	110.00
57683	10/16/2012	2370 RAMIREZ, ULRICH	427.50
57684	10/16/2012	2407 REGIONAL TAP SE	874.94
57685	10/16/2012	2415 REPUBLIC MASTER	153.18
57686	10/16/2012	2447 RIVERSIDE CNTY	481.00
57687	10/16/2012	2510 S & S WORLDWIDE	96.68
57688	10/16/2012	2541 SAN GAB BASIN W	1,717.85
57689	10/16/2012	2557 SANTA ANITA FAM	180.00
57690	10/16/2012	2585 SCMAF-SAN GABRI	700.00
57691	10/16/2012	2619 SGV EXAMINER	1,811.96
57692	10/16/2012	2676 SMART AND FINAL	199.14
57693	10/16/2012	2711 SOUTHEAST CONST	89.61
57694	10/16/2012	2719 SPARKLETTS	30.45
57695	10/16/2012	2737 STAPLES INC	142.69
57696	10/16/2012	2742 STAT EXTERMINAT	189.00
57697	10/16/2012	2775 SUPERB GRAPHICS	217.50
57698	10/16/2012	2777 SUPERIOR LIFE S	1,395.00
57699	10/16/2012	2778 SUPERIOR PAVEME	9,117.80
57700	10/16/2012	2781 SURETECK INDUST	3,997.53
57701	10/16/2012	2790 SWANK MOTION PI	321.00
57702	10/16/2012	2853 THYSSENKRUPP EL	456.44
57703	10/16/2012	2864 TOLENTINO, LEOP	800.00
57704	10/16/2012	2886 TRADEWAY GLASS	41.98
57705	10/16/2012	2903 TRI-XECUTEX COR	160.00
57706	10/16/2012	2935 UNDERGROUND SER	76.50
57707	10/16/2012	2945 UNITED TRAFFIC	1,100.40
57708	10/16/2012	2958 US POSTMASTER	764.11
57709	10/16/2012	2966 V & V MANUFACTU	253.22
57710	10/16/2012	2999 VERIZON CALIFOR	2,018.67
57711	10/16/2012	3001 VERIZON WIRELES	5,176.82
57712	10/16/2012	3023 VULCAN MATERIAL	680.22
57713	10/16/2012	3043 WARREN DISTRIBU	458.81
57714	10/16/2012	3068 WELLS FARGO FIN	166.45
57715	10/16/2012	3082 WESTERN WATER W	1,548.36
57716	10/16/2012	3102 WILLDAN FINANCI	1,305.00
57717	10/16/2012	3137 Y TIRE SALES	223.56
57718	10/23/2012	32 ACE-1 AUTO SERV	122.20

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57719	10/23/2012	82 AIR-BREE HEATIN	170.00
57720	10/23/2012	84 AIRGAS-WEST	302.74
57721	10/23/2012	113 ALL CITY MANAGE	5,104.80
57722	10/23/2012	123 ALLEN III, WALT	133.00
57723	10/23/2012	3162 AMERICAN BUS MA	74.50
57724	10/23/2012	160 AMERICAN WEST C	346.00
57725	10/23/2012	219 AT&T	202.31
57726	10/23/2012	219 AT&T	871.63
57727	10/23/2012	255 AZUSA PLUMBING	207.06
57728	10/23/2012	260 B & K ELECTRIC	593.10
57729	10/23/2012	269 BAKER AND TAYLO	723.05
57730	10/23/2012	328 BENLO CO	21.70
57731	10/23/2012	380 BOOK WHOLESALER	632.99
57732	10/23/2012	430 BUILDING ELECTR	75.00
57733	10/23/2012	3192 CAL-LIFT INC.	20.71
57734	10/23/2012	477 CALIF, STATE OF	261.17
57735	10/23/2012	477 CALIF, STATE OF	225.00
57736	10/23/2012	536 CARQUEST AUTO P	64.15
57737	10/23/2012	565 CASTRO, VIVIAN	66.80
57738	10/23/2012	600 CERTIFIED UNDER .	322.67
57739	10/23/2012	608 CHAMPION CHEMIC	125.61
57740	10/23/2012	615 CHARLES E THOMA	352.12
57741	10/23/2012	649 CINTAS CORP #69	172.82
57742	10/23/2012	664 CIVILTEC ENGINE	19,036.37
57743	10/23/2012	682 CLINICAL LAB OF	420.00
57744	10/23/2012	700 COLLEY FORD	21.84
57745	10/23/2012	710 COMMUNICATIONS	469.26
57746	10/23/2012	720 COMPUTER SERVIC	21,218.60
57747	10/23/2012	783 COVINA WATER &	721.45
57748	10/23/2012	896 DH MAINTENANCE	95.00
57749	10/23/2012	3164 DIVERSIFIED PAR	32,711.60
57750	10/23/2012	970 EDISON CO	1,598.38
57751	10/23/2012	971 EDS AUTO PARTS	35.51
57752	10/23/2012	1012 ESGIL CORPORATI	600.70
57753	10/23/2012	1055 FEDEX	37.94
57754	10/23/2012	1149 GARCIA, JUSTINE	30.00
57755	10/23/2012	3300 General Petrole	1,333.10
57756	10/23/2012	1197 GLOBAL WATER MA	107,450.41
57757	10/23/2012	1235 GRAINGER	147.57
57758	10/23/2012	1259 GROVER'S INTERI	75.00
57759	10/23/2012	3707 HERMAN RODRIGUE	1,300.00
57760	10/23/2012	1364 HOME DEPOT	265.55
57761	10/23/2012	1371 HOSE MAN INC, T	50.00
57762	10/23/2012	1394 HYDRO CONNECTIO	96.41

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57763	10/23/2012	1409 IDVILLE	34.50
57764	10/23/2012	1428 INGRAM DIST GRO	64.74
57765	10/23/2012	1430 INLAND WATER WO	1,161.90
57766	10/23/2012	1437 INTER-CON SECUR	4,944.23
57767	10/23/2012	1441 INTERSTATE BATT	266.09
57768	10/23/2012	1448 IPMA-HR	369.00
57769	10/23/2012	1491 JIMENEZ, LILIA	333.60
57770	10/23/2012	1526 JS CONSULTANTS	26,122.73
57771	10/23/2012	1547 KELLY PAPER CO	91.83
57772	10/23/2012	1573 KINGWILL, BRIAN	1,700.50
57773	10/23/2012	1601 L3 COMMUNICATIO	771.05
57774	10/23/2012	1609 LA CNTY COUNTY	9,069.42
57775	10/23/2012	1620 LA CNTY TAX COL	376.65
57776	10/23/2012	1620 LA CNTY TAX COL	103.93
57777	10/23/2012	1620 LA CNTY TAX COL	376.65
57778	10/23/2012	1771 MACIAS GINI & O	4,068.36
57779	10/23/2012	1833 MAXIMUS INC	3,800.00
57780	10/23/2012	1864 MEDCO SUPPLY CO	134.69
57781	10/23/2012	1924 MILLERS & ISHAM	195.14
57782	10/23/2012	1933 MISSION LINEN S	228.47
57783	10/23/2012	2027 NAPA AUTO PARTS	20.11
57784	10/23/2012	3563 NEWEGG INC	18.12
57785	10/23/2012	2061 NEWPORT FARMS I	256.10
57786	10/23/2012	2082 NORTHERN TOOL &	25.30
57787	10/23/2012	2104 OFFICE DEPOT	432.72
57788	10/23/2012	99999 GLORIA MORRIS	45.00
57789	10/23/2012	99999 PRD LLC	51.67
57790	10/23/2012	99999 JANE JIN	52.91
57791	10/23/2012	99999 PHILIP NAU	53.48
57792	10/23/2012	99999 DORINE EITEL	56.61
57793	10/23/2012	99999 JULIET YANG	60.82
57794	10/23/2012	99999 NOVI RIDJAB	62.57
57795	10/23/2012	99999 JUAN OCEGUEDA	64.38
57796	10/23/2012	99999 GEVIK ASATOORIAN	71.10
57797	10/23/2012	99999 JOSEPHINE BEVANDO	200.00
57798	10/23/2012	2183 PALOS SPORTS	58.73
57799	10/23/2012	2185 PANTAGES THEATR	377.20
57800	10/23/2012	2238 PEST OPTIONS IN	265.00
57801	10/23/2012	2270 PLUMBING WHOLES	58.96
57802	10/23/2012	2312 PROFORCE LAW EN	3,697.45
57803	10/23/2012	2345 QUILL	99.56
57804	10/23/2012	2355 RADIO SHACK	38.05
57805	10/23/2012	2389 RC KEMP CONSULT	870.00
57806	10/23/2012	2415 REPUBLIC MASTER	156.56

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57807	10/23/2012	2416 RESEARCH TECHNO	289.95
57808	10/23/2012	2590 SCRRA	2,000.00
57809	10/23/2012	2592 SCSBOA	2,700.00
57810	10/23/2012	2676 SMART AND FINAL	5.86
57811	10/23/2012	2711 SOUTHEAST CONST	13.59
57812	10/23/2012	2737 STAPLES INC	569.64
57813	10/23/2012	2788 SUTTON PLUMBING	28.66
57814	10/23/2012	2852 THREE VALLEY MU	4,991.17
57815	10/23/2012	2877 TOSHIBA BUSINES	81.31
57816	10/23/2012	2883 TPR TRAFFIC SOL	95.00
57817	10/23/2012	2907 TRUGREEN LANDSC	8,772.49
57818	10/23/2012	3709 U.S. SAFETY & S	123.17
57819	10/23/2012	2933 ULTRA-CHEM INC	1,278.00
57820	10/23/2012	2958 US POSTMASTER	2,219.53
57821	10/23/2012	2999 VERIZON CALIFOR	875.55
57822	10/23/2012	3023 VULCAN MATERIAL	933.14
57823	10/23/2012	3043 WARREN DISTRIBU	118.85
57824	10/23/2012	3070 WEST COAST ARBO	422.60
57825	10/23/2012	3078 WEST PAYMENT CE	149.60
57826	10/23/2012	3082 WESTERN WATER W	3,395.44
57827	10/23/2012	3706 WESTRUX INTERNA	3,329.32
57828	10/23/2012	3135 XO COMMUNICATIO	5,706.18
57829	10/23/2012	3137 Y TIRE SALES	294.63
57830	10/23/2012	3152 YWCA	1,391.36
57831	10/25/2012	165 ANDERSON, ALLEN	1,567.44
57832	10/25/2012	308 BEAVER, PAUL B	234.60
57833	10/25/2012	330 BENNINGTON, WIL	102.00
57834	10/25/2012	332 BERGENER, WALTE	93.60
57835	10/25/2012	390 BOWMAN, CLAUDE	234.60
57836	10/25/2012	3713 BRIAN KINGWILL	2,832.00
57837	10/25/2012	405 BRINEGAR, ROBER	234.60
57838	10/25/2012	415 BROWN, ELAINE	234.60
57839	10/25/2012	416 BROWN, JULIE C	93.60
57840	10/25/2012	418 BROWNE, ROBERT	1,144.86
57841	10/25/2012	421 BROWNING, BETTY	234.60
57842	10/25/2012	422 BRUBAKER, JERRY	234.60
57843	10/25/2012	427 BUCHANAN, PATRI	1,650.00
57844	10/25/2012	464 CAGLE, MARY	93.60
57845	10/25/2012	529 CAREW, CAROL AN	102.00
57846	10/25/2012	569 CATANIA, MARY E	234.60
57847	10/25/2012	678 CLEMENT, LARRY	234.60
57848	10/25/2012	3711 DENIS RICHARD T	249.60
57849	10/25/2012	892 DEWHIRST, DEL	234.60
57850	10/25/2012	1101 FOURZAN, SERGIO	234.60

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57851	10/25/2012	1112 FRANKLIN-VALDEZ	1,416.00
57852	10/25/2012	1123 FRIZE, PAT	234.60
57853	10/25/2012	1139 GALLON, JOHN DA	1,416.00
57854	10/25/2012	1159 GATTONE, DONALD	234.60
57855	10/25/2012	1161 GAULDIN, HAROLD	234.60
57856	10/25/2012	1186 GILMAN, ROBERT	1,416.00
57857	10/25/2012	1257 GROSS, RUTH	234.60
57858	10/25/2012	1283 HALSTED, MARILY	93.60
57859	10/25/2012	1292 HANSON, ALLISON	1,416.00
57860	10/25/2012	1301 HARRIS, KENNETH	1,416.00
57861	10/25/2012	1309 HARVEY, ANDREW	1,650.00
57862	10/25/2012	1310 HASEMEYER, CLYD	102.00
57863	10/25/2012	1378 HOWELL, CLAUDE	267.90
57864	10/25/2012	1455 IVY, RICHARD	1,416.00
57865	10/25/2012	1469 JACOBS, DANIEL	1,416.00
57866	10/25/2012	1479 JANES, NORMAN G	234.60
57867	10/25/2012	1510 JOHNSON, PAUL D	1,416.00
57868	10/25/2012	1519 JONES, RITA	234.60
57869	10/25/2012	1536 KAVANAGH, JOHN	2,540.13
57870	10/25/2012	1541 KEEN, WILLIAM	93.60
57871	10/25/2012	1570 KIMBALL, MARILY	234.60
57872	10/25/2012	1577 KLINGELBERG, KE	234.60
57873	10/25/2012	1592 KREBS, ROBERT L	234.60
57874	10/25/2012	3712 KYLE JON RANDAL	2,832.00
57875	10/25/2012	1641 LAMUNYON, STEVE	2,774.73
57876	10/25/2012	1645 LANGHAM, MARJOR	234.60
57877	10/25/2012	1687 LEO, RACHEL LOU	1,650.00
57878	10/25/2012	1689 LETOURNEAU, RAY	93.60
57879	10/25/2012	1790 MANGIAPANE, JAM	1,416.00
57880	10/25/2012	1791 MANNERS, NANCY	234.60
57881	10/25/2012	1839 MC GUIRE, ANNE	102.00
57882	10/25/2012	1840 MC KEE, RONALD	1,567.44
57883	10/25/2012	1918 MILES, DAVID L.	1,567.44
57884	10/25/2012	3657 NUALA GASSER	1,416.00
57885	10/25/2012	2146 OSBORN, MICHAEL	1,416.00
57886	10/25/2012	2197 PARRIS, ERNEST	234.60
57887	10/25/2012	2254 PHILIPS, PAUL J	2,250.00
57888	10/25/2012	2283 POSSNER, ROGER	102.00
57889	10/25/2012	2332 PURCELL, CHRIST	1,416.00
57890	10/25/2012	2399 REDDEN, CHARLES	102.00
57891	10/25/2012	2409 REIGEL, WILLIAM	234.60
57892	10/25/2012	3710 RICARDO REYNOSO	12,272.00
57893	10/25/2012	2472 RODRIGUEZ, PHIL	234.60
57894	10/25/2012	2484 ROSALES, CHARLE	93.60

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57895	10/25/2012	2679 SMITH, DEANNA	234.60
57896	10/25/2012	2685 SMITH, RICHARD	93.60
57897	10/25/2012	2710 SOUTHALL, MARY	234.60
57898	10/25/2012	2735 STANFIELD, DEWE	93.60
57899	10/25/2012	3661 STEPHEN HENRY	1,416.00
57900	10/25/2012	3714 STEVE ALAN HENL	2,360.00
57901	10/25/2012	2792 SWEENEY, PAUL	1,416.00
57902	10/25/2012	2845 THOMAS, DON R	234.60
57903	10/25/2012	2991 VELEZ, RAUL	93.60
57904	10/25/2012	3032 WALKER, EVELINE	234.60
57905	10/25/2012	3048 WASILCHIN, LOUI	1,416.00
57906	10/25/2012	3100 WILCOX, MARILYN	234.60
57907	10/25/2012	3112 WINTER, JOAN L	93.60
57908	10/25/2012	3126 WOOTEN, HUBERT	234.60
57909	10/25/2012	3161 ZVALO, PEARL	234.60
57910	10/30/2012	2234 PERS	41,212.15
57911	10/30/2012	2234 PERS	40,899.03
57912	10/30/2012	2234 PERS	44,002.11
57913	10/30/2012	23 ABORTA BUG INC	70.00
57914	10/30/2012	26 ABSOLUTE SECURI	5,810.40
57915	10/30/2012	68 AFLAC ACCT# YQ7	142.92
57916	10/30/2012	72 AGENCIES TOOL C	197.09
57917	10/30/2012	82 AIR-BREE HEATIN	3,492.44
57918	10/30/2012	128 ALLIANT INSURAN	1,057.50
57919	10/30/2012	220 AT&T LONG DISTA	14.67
57920	10/30/2012	225 ATKINSON, ANDEL	84.60
57921	10/30/2012	254 AZUSA LIGHT & W	94.85
57922	10/30/2012	282 BANK OF THE WES	9,042.20
57923	10/30/2012	284 BANK OF THE WES	1,500.00
57924	10/30/2012	291 BARR & CLARK	1,145.00
57925	10/30/2012	341 BEST BEST & KRI	42,049.91
57926	10/30/2012	371 BOBKIEWICZ, CAN	139.09
57927	10/30/2012	380 BOOK WHOLESALER	46.42
57928	10/30/2012	536 CARQUEST AUTO P	332.55
57929	10/30/2012	568 CAT SPECIALTIES	201.19
57930	10/30/2012	572 CATHOLIC CHARIT	7,897.21
57931	10/30/2012	600 CERTIFIED UNDER	95.16
57932	10/30/2012	618 CHARTER OAK HAR	108.48
57933	10/30/2012	639 CHINO TACH & SP	450.00
57934	10/30/2012	649 CINTAS CORP #69	172.82
57935	10/30/2012	3715 CONTRUCTION EQU	2,283.75
57936	10/30/2012	766 COVINA DISPOSAL	193.24
57937	10/30/2012	766 COVINA DISPOSAL	12,733.66
57938	10/30/2012	783 COVINA WATER &	425.98

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57939	10/30/2012	835 D & D GOLF CARS	424.13
57940	10/30/2012	962 EAST DISTRICT S	139.00
57941	10/30/2012	962 EAST DISTRICT S	212.00
57942	10/30/2012	962 EAST DISTRICT S	9,077.00
57943	10/30/2012	962 EAST DISTRICT S	10,683.50
57944	10/30/2012	970 EDISON CO	314.33
57945	10/30/2012	970 EDISON CO	1,177.77
57946	10/30/2012	1089 FOOTHILL PRESBY	203.02
57947	10/30/2012	1156 GAS COMPANY, TH	281.70
57948	10/30/2012	1156 GAS COMPANY, TH	818.85
57949	10/30/2012	1190 GLENDORA DODGE	182.00
57950	10/30/2012	1203 GOLDEN STATE OV	53.36
57951	10/30/2012	1204 GOLDEN STATE WA	54.51
57952	10/30/2012	1231 GOVT FINANCE OF	270.00
57953	10/30/2012	1235 GRAINGER	854.52
57954	10/30/2012	1364 HOME DEPOT	1,125.10
57955	10/30/2012	1387 HUNTER, JOHN L.	353.75
57956	10/30/2012	1389 HUNTINGTON COUR	280.64
57957	10/30/2012	1394 HYDRO CONNECTIO	13.27
57958	10/30/2012	1427 INGLEWOOD, CITY	3,794.89
57959	10/30/2012	1428 INGRAM DIST GRO	103.85
57960	10/30/2012	1441 INTERSTATE BATT	94.13
57961	10/30/2012	1483 JEECO MFG & SUP	267.72
57962	10/30/2012	1513 JOHNSON'S NUMBE	25.00
57963	10/30/2012	1561 KEYSTONE UNIFOR	273.26
57964	10/30/2012	1580 KMART STORE 428	47.66
57965	10/30/2012	1615 LA CNTY MTA	224.00
57966	10/30/2012	1707 LIEBERT CASSIDY	490.00
57967	10/30/2012	1786 MALINOSKI, JOHN	8.00
57968	10/30/2012	1846 MCCLURE, LINDA	48.01
57969	10/30/2012	1895 MERRIMAC ENERGY	37,693.70
57970	10/30/2012	1924 MILLERS & ISHAM	147.32
57971	10/30/2012	1933 MISSION LINEN S	165.59
57972	10/30/2012	1934 MITCHELL REPAIR	118.54
57973	10/30/2012	2061 NEWPORT FARMS I	365.50
57974	10/30/2012	99999 ALEJANDRO ANDRADE	200.00
57975	10/30/2012	2126 ONTARIO, CITY O	50.00
57976	10/30/2012	2126 ONTARIO, CITY O	50.00
57977	10/30/2012	2300 PRIMA CALIFORNA	385.00
57978	10/30/2012	2370 RAMIREZ, ULRICH	8.00
57979	10/30/2012	2415 REPUBLIC MASTER	85.80
57980	10/30/2012	2518 SAINT, MICHELE	52.82
57981	10/30/2012	2615 SGV CITY MANAGE	60.00
57982	10/30/2012	2676 SMART AND FINAL	163.80

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57983	10/30/2012	3637 SO CAL TURF AND	1,073.71
57984	10/30/2012	2714 SOUTHERN CA GAS	575.00
57985	10/30/2012	2807 TALX UC EXPRESS	250.00
57986	10/30/2012	2900 TRIFORMIS CORPO	440.89
57987	10/30/2012	2942 UNITED SITE SER	104.56
57988	10/30/2012	2954 URBAN GRAFFITI	5,400.00
57989	10/30/2012	2969 VALLEY TROPHY	151.70
57990	10/30/2012	2999 VERIZON CALIFOR	286.65
57991	10/30/2012	3004 VICTORY EXTERMI	75.00
57992	10/30/2012	3700 Vinnie's	2,500.00
57993	10/30/2012	3023 VULCAN MATERIAL	331.60
57994	10/30/2012	3043 WARREN DISTRIBU	158.17
57995	10/30/2012	3064 WELLDYNERX	38.82
57996	10/30/2012	3070 WEST COAST ARBO	1,620.00
57997	10/30/2012	3082 WESTERN WATER W	135.06
57998	10/30/2012	3102 WILLDAN FINANCI	1,500.00
57999	10/30/2012	3132 WRIGHT DESIGNS	968.50
58000	10/30/2012	3134 XEROX CORPORATI	92.94
58001	10/30/2012	3137 Y TIRE SALES	188.92
58002	10/30/2012	68 AFLAC ACCT# YQ7	3,447.09
58003	10/30/2012	68 AFLAC ACCT# YQ7	28.00
58004	10/30/2012	69 AFSCME	940.00
58005	10/30/2012	487 CalPERS	60,953.23
58006	10/30/2012	775 COVINA POLICE A	4,070.00
58007	10/30/2012	789 COVINA-FSA, CIT	1,770.00
58008	10/30/2012	819 CSAC-EIA	4,566.34
58009	10/30/2012	819 CSAC-EIA	1,522.96
58010	10/30/2012	878 DELTA DENTAL OF	7,427.00
58011	10/30/2012	1247 GREAT WEST LIFE	4,947.50
58012	10/30/2012	1307 HARTFORD LIFE I	9.68
58013	10/30/2012	1405 ICMA RETIREMENT	5,423.91
58014	10/30/2012	1405 ICMA RETIREMENT	845.47
58015	10/30/2012	2033 NATIONWIDE RETI	3,057.88
58016	10/30/2012	3685 PARS US BANK	2,052.74
58017	10/30/2012	2234 PERS	131,250.62
58018	10/30/2012	2234 PERS	9.58
58019	10/30/2012	2235 PERS LONG TERM	252.92
58020	10/30/2012	3668 SHERIFF'S DEPAR	213.15
58021	10/30/2012	2946 UNITED WAY OF G	17.50
58022	10/30/2012	3014 VISION SERVICE	564.88
58023	10/30/2012	3045 WASHINGTON NATI	251.01

TOTAL 4,888,191.65

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 October 2012; Payroll for 10/11/12, 10/13/12 and 10/25/12; Voids for October 2012, Workers Compensation for 10/01/12, 10/10/12, 10/17/12, 10/22/12 and 10/30/12; 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 18th day of December, 2012



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

MEETING DATE: December 18, 2012

ITEM NO.: CC 3

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

ITEM TITLE: Payment of Demands

STAFF RECOMMENDATION:

Approve Payment of Demands in the amount of **\$115,896.24**

BACKGROUND:

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

<u>DATE OF DEMANDS</u>	<u>DEMAND NUMBERS</u>	<u>AMOUNT</u>
ACCOUNTS PAYABLE WARRANTS	687-699	\$99,549.28
<u>PAYROLL</u>		
10/3/12 PAYROLL	PPE 9/27/12	\$978.51
10/12/12 PAYROLL	PPE 10/11/12	\$5,497.63
10/22/12 PAYROLL INSURANCE	PPE 10/11/12	\$1,790.03
10/26/12 PAYROLL	PPE 10/25/12	\$5,965.43
10/26/12 PAYROLL INSURANCE	PPE 10/25/12	\$2,115.36

VOIDS

GRAND TOTAL: \$115,896.24

RELEVANCE TO STRATEGIC PLAN: Not applicable

EXHIBITS:

A. ACCOUNTS PAYABLE REGISTER

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

SUCCESSOR AGENCY TO THE
COVINA REDEVELOPMENT AGENCY

Check Register

OCT 2012

Check #	Check Date	Vendor Name	Amount
687	10/16/2012	137 AL-SAL OIL COMP	7,333.33
688	10/16/2012	283 BANK OF THE WES	171.75
689	10/16/2012	788 COVINA, CITY OF	37.00
690	10/16/2012	2942 UNITED SITE SER	68.01
691	10/23/2012	341 BEST BEST & KRI	7,372.17
692	10/23/2012	3716 LANGUAGE NETWORK	4,732.38
693	10/23/2012	1771 MACIAS GINI & O	16,370.00
694	10/23/2012	2452 RJS FINANCIAL	49,840.00
695	10/23/2012	2958 US POSTMASTER	12.25
696	10/23/2012	3135 XO COMMUNICATIO	212.53
697	10/30/2012	282 BANK OF THE WES	352.87
698	10/30/2012	341 BEST BEST & KRI	1,001.00
699	10/30/2012	2955 US BANK	12,045.99
		TOTAL	99,549.28

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 October 2012; Payroll for 10/03/12, 10/12/12, 10/22/12 and 10/26/12; 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 18th day of December, 2012



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: December 18, 2012

ITEM NO.: CC 4

STAFF SOURCE: Kalieh Honish, Interim Director of Public Works
Alex Gonzalez, Assistant Director of Public Works AG
Paul Hertz, Public Works Superintendent

ITEM TITLE: Public Works Department Monthly Activity Report

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 November.

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 November, the following trends were noted:

Transportation KPI's saw quite a bit of fluctuation in several areas compared to last month:

- Covina Transit Unlinked Passenger Trips increased by 13.5% due to a high volume of sign-ups for August '12 (23 sign-ups) and September '12 (11 sign-ups).
- There was a 27% increase in Metro West Daily parking permit sales due to the Cal State LA 2012 Fall Quarter recently beginning. Also, due to 20 people being released from the Metro East waiting list, there was a 5% increase in Metro East monthly permit sales.

The Code Enforcement KPI's also saw some movement in comparison to last month's numbers:

- The increase in number of inspections and solved cases for November is due to the return of a code enforcement officer from several weeks of medical leave.
- The processes for Liens and foreclosed homes are currently on hold until the City Council reviews municipal code revisions that are in process and are scheduled to be presented to the Council in January.

RELEVANCE TO THE STRATEGIC PLAN:

The Public Works Department consists of the Water Division, Streets and Sewer Division, Central Equipment Division, Building Maintenance, and Development Services which includes Engineering, Environmental Services, Building and Safety, as well as Code Enforcement. The combined activities of each of the divisions continually strives to enhance the safety, development and infrastructure needs of the community in the most cost effective and responsive way possible. In this way, while not directly responsive to any of the currently identified objectives of the Strategic Plan the activities which are reported on herein support several of the specific Strategic Plan's Goals, as follows: Improve and promote customer service; Enhance financial stability; Become an environmentally sustainable community; and Provide efficient, visible and responsive public safety.

EXHIBITS:

- A. Public Works Department Monthly Activity Report – November 2012

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

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

DIVISION	ACTIVITY	QUANTITY
Water Utility	Meter replacements	171
	Consumer responses	716
	Backflow tests	5
	Flushed blow-offs	0
	Service line repair/replace	7
	Main line repair/replace	2
	Fire hydrants maintained	0
	Isolation valves exercised	10
	Dig alert responses	8
	Emergency call outs	5
Equipment Maintenance	Preventative Maintenance service	36
	Safety inspections	38
	Daily demand repairs	134
	Tire repairs	13
	Major repairs over \$1000	6
	Emergency call outs	35
Street Maintenance	Traffic sign remove/replace/install	262
	Potholes repaired	452
	Grind sidewalk	339
	Ramp sidewalk	23
	Curb painted (LF)	500
	Illegally dumped items picked up (LBS.)	7,000
	Utility cuts repaired	0
	Trees trimmed	6
	Trees removed	1
	Emergency call outs	6
Environmental Services	Used oil containers distributed	1
	Compost bins distributed	7
	NPDES violations investigated	3
	NPDES Permit Inspections	0
	Waste management consumer contacts	0
	Industrial Waste Permit Inspections	69
	Plans checked for environmental compliance	19
	Environmental legislation & regulations reviewed	4
	Special Waste collection events promoted	0
Engineering	Permits issued	21
	Inspections conducted	56
	Complaint responses	0
	Jobsite meetings	3
	Plan checks conducted	28
	Document research requests	1
	Value of plans prepared	0
Building Maintenance	Service requests completed	22
	Facility heat/air conditioning repairs	2
	Facility lighting/electrical repairs	0
	Emergency call outs	1

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

DIVISION	ACTIVITY	QUANTITY
Transportation	Bus passes sold	54
	Covina Transit total passengers	2,344
	Covina Transit on time performance	99.66%
	Covina Transit passengers per rev hr	3.16
	Metrolink monthly permits sold	868
	Metrolink machine revenue	\$3,740.90
	Municipal Lots monthly permits sold	\$183
Code Enforcement	Number of Inspections	109
	Number of signs pulled from public right-of-way	15
	Number of resolved cases	74
	Number of open cases	240
	Industrial waste cases open	6
	Total homes in foreclosure	66
	Trash Can violations	12
Building & Safety	Pre/Post permit counter visits	188
	Pre/Post Activity (hours)	28.2
	Permits issued	95
	Inspections conducted	496
	Plan checks conducted	80
	Permit valuation	\$664,241
Sewer Maintenance	Manholes inspected	185
	Linear feet of main cleaned	56,394
	Hot-spot locations cleaned	33
	Sewer overflow responses	0
	Manholes treated for vermin infestation	24
	Manholes treated for rodent infestation	0
	Routine pump station checks	30
Special Activities of Note	Light bulbs changed out to energy eff. at City Hall	150
	Ballasts changed out to energy efficient at City Hall	75
	Shopping carts picked up	28
	Slot gutters cleaned	58

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: December 18, 2012

ITEM NO.: CC 5

STAFF SOURCE: Daryl J. Parrish, City Manager 
Catherine LaCroix, Sr. Deputy City Clerk

ITEM TITLE: Update on the Strategic Plan

STAFF RECOMMENDATION

Receive and file the monthly Strategic Plan objectives update.

FISCAL IMPACT

None.

BACKGROUND

City Council along with City Staff held a Strategic Planning Meeting Workshop at First Presbyterian Church on October 25, 2012. In accordance with the Strategic Plan process, progress toward achievement of the outlined objectives will be reported to the City Council at the second meeting of each month. Attached, for the City Council's review, is the Strategic Plan Objectives matrix indicating the progress of each six-month objective for the three-year goals.

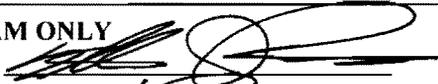
The next Strategic Planning Meeting Workshop is scheduled for Wednesday, April 3, 2013.

RELEVANCE TO THE STRATEGIC PLAN

See attached matrix.

EXHIBITS

- A. Strategic Plan Objective Matrix

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

CITY OF COVINA * STRATEGIC OBJECTIVES

October 25, 2012 – April 1, 2013

THREE-YEAR GOAL: <i>Enhance financial well-being</i>						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By February 1, 2013	Finance Director	Recommend to the City Council for action the distribution of a RFP to hire a consultant for a City-Wide Fee Study, including a discussion of the cost as part of the 2013-2014 budget process.		X		
2. By April 1, 2013	City Manager (lead), Finance Director and HR Director, working with the labor groups	Achieve the goal of reaching sustainable compensation packages.		X		Negotiations process begins in early 2013
3. By April 1, 2013	Finance Director	Manage the cost of current contracted services and report the results to the City Manager.		X		

THREE-YEAR GOAL: *Enhance safety and quality of life in Covina*

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the November 6, 2012 City Council meeting	Police Chief and Public Works Director	Present to the City Council for action an ordinance regulating non-owner occupied rental properties.	X			
2. At the November 20, 2012 City Council meeting	Police Chief	Present to the City Council for action a revised false alarm ordinance.	X			Only remaining work on this item is the fee resolution which shall be presented in February 2013
3. By April 1, 2013	Police Chief	Propose to the City Council for action entering into a JPA for a new, UHF-based, interoperable radio system.		X		

THREE-YEAR GOAL: *Foster innovation and efficiency*

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By December 1, 2012	City Manager	Ensure new business cards ordered include the QR code or the latest code technology.			X	Revise date to February 5, 2013. Working on best method.
2. At the February 19, 2013 City Council meeting	Council Subcommittee on Renewable Energy (Mayor Kevin Stapleton-lead)	Make recommendations to the City Council for action for the scope of the Renewable Energy RFP.		X		
3. At the March 19, 2013 City Council meeting	Council Member Peggy Delach (lead), City Manager and City Attorney	Develop and present to the City Council for action a program for employees to encourage and reward functional innovation and efficiency in City operations.		X		
4. At the March 19, 2013 City Council meeting	City Manager (lead), City Attorney, Police Chief and the Parks and Recreation Director	Present to the City Council for action a policy on social media and electronic communications.		X		
5. By April 1, 2013	City Attorney and Deputy City Clerk	Determine the feasibility of consolidating municipal elections with statewide elections and make a recommendation to the City Council for action.		X		Compiling information from nearby cities that have consolidated elections.

THREE-YEAR GOAL: *Enhance customer service*

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By January 31, 2013	Assistant to the City Manager and HR Director	Schedule, plan and hold an employee breakfast social that includes a program about a cause or event.		X		
2. By February 28, 2013	Deputy City Clerk	Conduct training for poll worker volunteers and staff interested in volunteering on election night.		X		Reviewing poll worker applications; training tentatively scheduled in February
3. By March 31, 2013 and quarterly thereafter	HR Director	Provide an employee newsletter regarding achievements and other employee news and information.		X		

CITY OF COVINA

AGENDA ITEM COMMENTARY

MEETING DATE: December 18, 2012

ITEM NO.: CC 6

STAFF SOURCE: Dilu De Alwis, Director of Finance *DD*
Nuala Gasser, Senior Housing & CDBG Economic Development Manager *ng*

ITEM TITLE: Approval of use of funds from the Community Development Block Grant 2012-2013 funding allocation through the Special Economic Development Program for Yaya's Café & Bakery, Inc., doing business as Yaya's Café & Bakery, located at 230 N. Citrus Avenue, Covina

STAFF RECOMMENDATION

Approve the Community Development Block Grant award of \$25,000 between the City of Covina and Yaya's Café & Bakery, Inc., doing business as Yaya's Café & Bakery, contingent upon execution of a Guarantee of Note 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 600525-12, 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 Yeisi Pinochet and Alexandra Pinochet, CEO and Secretary, respectively, of Yaya's Café and Bakery, Inc., doing business as Yaya's Café and Bakery, located at 230 N. Citrus Avenue, Covina. Yaya's is a family-run bakery and café specializing in fresh baked pastries and desserts incorporating the family's Chilean culture. The owners plan to offer light, quick meals (sandwiches, empanadas, salads, etc.), and coffee and espresso drinks, while using fresh quality ingredients. Along with desserts and light meals, Yaya's also offers cakes for all occasions. The business plan is to expand to offer a selection of vegan, gluten-free and sugar-free products. The business has been in operation since early June of 2012. A copy of the application letter is attached as Exhibit A.

Requested Funding

The applicant has requested funding in the amount of \$100,000, 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. Based on the available program funding, the application and available collateral, staff is recommending a loan/grant of \$25,000. The loan/grant is contingent upon execution of the Personal Guarantee of Note and recording of a UCC-1 on equipment. Applicant has indicated that they can proceed with the recommended funding, but will not be able to hire four additional staff members, as stated in their letter. The \$25,000 loan/grant requires that one new full-time equivalent position be created. An additional requirement to the loan/grant would be that a portion of the CDBG funds be used to prepay six months of space rent for the business at 230 N. Citrus Avenue, Covina.

Fund availability

In Fiscal Year 2012-2013, 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 2013-2014.

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 \$25,000 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.

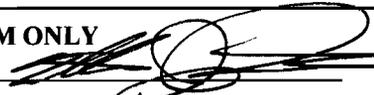
Collateral for the loan will be provided by a UCC-1 on business equipment. A Personal Guarantee of Note for the amount of the loan/grant will be executed by the owners and their spouses. The business shall comply with all federal, state and local laws applicable to conducting this business. Underwriting 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.

EXHIBITS

- A. Application letter
- B. Application information is on file in the CDBG office. (Some information may be confidential).

REVIEW TEAM ONLY	
City Attorney: 	Finance Director: 
City Manager: 	Other: 

10/08/2012

Nuala Gasser, Senior Redevelopment Manager
City of Covina Finance Department
125 E. College Street, Covina, CA 91723
(626) 384-5442

Dear Ms. Gasser,

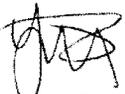
Yaya's Café & Bakery is respectfully requesting funding in the amount of \$100,000 from the City of Covina's Economic Development Loan/Grant program. Yaya's is located in the heart of Downtown Covina and specializes in fresh baked pastries, Chilean empanadas, locally roasted coffee, and custom cakes.

The funding would enable us to hire four staff members, upgrade our displays, and obtain professional menu signage. Being able to hire four additional workers to help with the day-to-day operations of the bakery would allow the owners to focus on marketing efforts, increase sales, and improve business operations. This would in turn create more revenue for the city in taxes as well as provide employment for low-income persons in the community.

Our goal is to provide the community a local bakery offering made-from-scratch items, premium coffee and espresso drinks, and light meal options. This proposed project would contribute to the revitalization of Downtown Covina and create job opportunities in the community.

Thank you for your consideration of our request. Should you have any questions please feel free to contact me at (626) 388-2619, or yeisi@yayascafe.com.

Sincerely,



Yeisi Pinochet
Owner

ENCLOSURE

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: December 18, 2012

ITEM NO.: CC 7

STAFF SOURCE: Amy Hall-McGrade, Parks & Recreation Director
Doc Tisuthiwongse, IT Services Manager
Veronica Van Anrooy, Management Analyst

ITEM TITLE: Authorize the City Manager to enter into a professional services agreement with SirsiDynix's Symphony Integrated Library System (ILS) for software services and support subject to final negotiations of terms by City Attorney.

STAFF RECOMMENDATION

Authorize the City Manager to enter into a professional services agreement with SirsiDynix's Symphony Integrated Library System (ILS) for software services and support subject to final negotiations of terms by City Attorney.

FISCAL IMPACT

The fiscal impact over a seven-year period would be approximately \$190,000. This amount takes into effect any CPI increases over 3%. The Information Technology (IT) budget for FY 2012-13 included an amount of up to \$60,000 as the potential first-year cost for the replacement of the system. The first-year cost as proposed is \$39,995 and no additional funding is required. IT currently pays approximately \$18,000 in annual maintenance costs for the existing Dynix system. The new system costs for years two through seven will be a net increase of approximately \$5,000 per year.

BACKGROUND

In 1993, the Covina Public Library started the process of moving to an automated library system. In 1994, Council awarded the contract to Dynix Automated Library Systems. Implementation was completed in mid-1995 and usage of the automated system went live on August 17, 1995.

During the last 17 years, the Library opted to not purchase available upgrades. Currently, there are less than 100 libraries worldwide that use the original Dynix system, and technical support is very limited when issues occur.

The two major reasons for upgrading at this time are the age of the system, and the compatibility of MARC catalog records. During the past two years, the Dynix system has gone down at least three times and has been down for at least one full service day each of those times. By not having access to the system, services to the public were limited to what could be done manually. Also, Libraries were notified in the fall that MARC item records were no longer going to be used

starting in January 2013. The new records, called RDA, are not compatible with the Dynix system.

On October 17, 2012, Library, IT, and Finance staff were given a presentation by SirsiDynix on their newest system, Symphony. After viewing the presentation and asking pertinent questions, staff determined that this new system would meet the Library's needs. Symphony is user-friendly and increases and/or improves the current services that are available to patrons. These services include online renewals of materials, faster and easier catalog searches, and customizable features for patron accounts. Patrons will have the ability to create their own lists of books they have read or make lists of items they would like to read and be able to access that list at any time online. Overall, there will be more interactive services for patrons and increased functionality for staff.

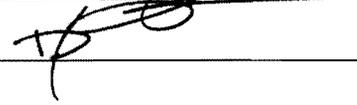
The quote given by SirsiDynix for Symphony is \$42,955. This is after a discount of \$17,220 on the training and implementation, and a credit of \$5,100 stemming from when the system had to be recovered after the last time it went down. This cost includes transfer of the existing data, staff training, and implementation of Symphony. It also includes the first year's annual service fees. Starting with the second year, the annual service fee will be approximately \$21,000 and gradually increase over seven years to a final cost of \$24,920 annually.

RELEVANCE TO THE STRATEGIC PLAN

The upgraded system will allow staff to better serve the Library's customers and increase efficiency of common tasks.

EXHIBITS

A. Quote for Symphony SaaS Library System, dated October 31, 2012

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

MASTER AGREEMENT BETWEEN COVINA PUBLIC LIBRARY AND SIRSIDYNIX

1. PURPOSE AND SCOPE

1.1 Parties. This Master Agreement (the "Master Agreement") is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer identified in the signature block below ("Customer").

1.2 Included Documents. The following are Included Documents:

Quote # 56323

This Master Agreement shall fully incorporate by reference the terms and conditions found in the Included Documents. This Master Agreement shall also incorporate by reference the future purchase of any Product by Customer as a result of any Quote, invoice or purchase order.

1.3 Product, Price and Other Terms. The terms for the purchase of a specific Product, such as the Product description, the price and the term are set forth in the Quote.

1.4 Effective Date. The Effective Date of this Master Agreement shall be as defined in Exhibit A.

1.5 Purchase of Products. Customer desires to purchase Products from SirsiDynix as set forth in the Quote. Such purchase and future purchases of Products by Customer shall be governed by this Master Agreement. By signing below, the parties acknowledge receipt of and agree to be bound by the terms and conditions of this Master Agreement and the Quote for Products purchased by Customer.

1.6 EULAs. Customer's use of any Third Party Software licensed hereunder or incorporated in the Products shall be subject to, and Customer shall sign and comply with, any applicable EULAs. To the extent any terms and conditions of this Agreement conflict with the terms and conditions of an EULA, the terms and conditions of the EULA shall control. SirsiDynix may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements. Customer shall use the Third Party Software solely in conjunction with the SirsiDynix Software and Customer shall have no broader rights with respect to the Third Party Software than it has to the SirsiDynix Software. Customer's sole remedy with respect to such Third Party Software shall be pursuant to the original licensor's warranty, if any, to SirsiDynix, to the extent permitted by the original licensor. Third Party Software is made available by SirsiDynix on an "AS IS, AS AVAILABLE" BASIS.

2. LICENSE, GRANT OF USE AND/OR TITLE

2.1 Generally. Customer's purchase of Products under this Master Agreement may include from time-to-time Software, Subscriptions, Services, and/or Hardware. The following provisions under this Section 2 apply if relevant to the type of Product purchased, whether purchased under the Quote referenced in Section 1.2 or by a future purchase incorporated into this Master Agreement. The provisions of this Section 2 apply only to the extent relevant to the Products actually purchased by Customer.

2.2.1 Software License. For Software purchased by Customer, SirsiDynix hereby grants to Customer a limited, non-exclusive, non-transferable and perpetual license to (i) install, run and use the Software in the Operating Environment solely for Customer's own business operations, and (ii) use the Documentation in connection with such use of the Software. Customer may not make additional copies of the Software except a reasonable number of machine-readable copies solely for internal backup or archival purposes. All Intellectual Property rights notices must be reproduced and included on such copies.

Customer shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform SirsiDynix in writing of such upon request. **2.2.2** Unless otherwise set forth in a Quote, the Software shall not be simultaneously loaded and operated on more than one hardware platform, except temporarily during the process of platform migration. **2.2.3** SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Software will operate in all material respects in conformity with the Documentation so long as Customer has incorporated all Updates to the SirsiDynix Software that SirsiDynix has made available to Customer and the Software is operated in the Operating Environment. SirsiDynix warrants that it is an authorized distributor of the Third Party Software and that with the execution of this Schedule and the applicable EULA, Customer will have the right to use such Software in accordance with the terms and conditions of the applicable EULA. SirsiDynix makes no other warranty with respect to any Third Party Software.

2.3.1 Subscription Grant of Use. For Subscriptions purchased by Customer, SirsiDynix grants to Customer the right to access and use the Subscription solely for Customer's business purposes for the Term.

2.3.2 The Term for Subscriptions commences on the Go Live Date. Subscriptions shall automatically renew for the same length as the initial Term unless Customer gives written notice 60 days prior to the end of any previous Term of its intention to terminate the Subscription.

2.3.3 Customer is solely responsible for obtaining and maintaining at its own expense, all equipment that may be needed to access Subscriptions, including without limitation, Internet connections. Customer understands that Subscription communications may traverse an unencrypted public Internet connection and that use of the Internet provides the opportunity for unauthorized third parties to illegally gain access to Customer Data. Accordingly, SirsiDynix does not guaranty the privacy, security or authenticity of any information transmitted over or stored in any system connected to the Internet. Customer shall not encrypt Subscription traffic except as may be available through the SirsiDynix VPN solution. **2.3.4** Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is responsible for all activities that occur under Customer's account. Customer agrees to immediately notify SirsiDynix of any unauthorized use of Customer's account or any other breach of security known to Customer. SirsiDynix shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements.

2.3.5 Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data. Customer acknowledges and agrees that SirsiDynix does not monitor or police the content of communications or data of Customer or its users transmitted through the Subscriptions, and that SirsiDynix shall not be responsible for the content of any such communications or transmissions. Customer shall use the Subscriptions exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (d) otherwise violates any applicable law. Customer further agrees not to interfere or disrupt networks connected to the Subscriptions, not to interfere with another customer's use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscriptions. SirsiDynix may remove any violating

Customer Initial and Date: _____

content posted or transmitted on or through the Subscriptions, without notice to Customer. SirsiDynix may suspend or terminate any user's access to the Subscriptions upon notice in the event that SirsiDynix reasonably determines that such user has violated these terms and conditions. 2.3.6 The provision of third party Subscriptions is subject to availability from third party providers and SirsiDynix shall have no liability should such Subscription become unavailable for any reason or is no longer available under reasonable commercial terms.

2.4.1 Services. For Services purchased by Customer, SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing any Services. Any change to Services must be in writing signed by both parties. Once executed by both parties, a change shall become a part of the Quote. 2.4.2 Customer acknowledges and agrees that SirsiDynix performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer in connection with the Services. SirsiDynix shall be entitled to rely on all decisions and approvals of Customer. SirsiDynix may subcontract or delegate any work under any Quote to any third party without Customer's prior written consent, provided however that SirsiDynix shall remain responsible for the performance of any such subcontractors. Customer's data must be provided to SirsiDynix in a format reasonably approved by SirsiDynix or additional charges will apply. Customer shall be responsible for providing access to SirsiDynix through any security measures. SirsiDynix alone shall decide whether such access is sufficient for the performance of Services.

2.5.1 Maintenance. For certain Products purchased by Customer, Customer may purchase the Service of Maintenance. For Maintenance purchased by Customer, SirsiDynix shall provide such Maintenance as identified in Exhibit A; provided however that with respect to Third Party Software, SirsiDynix's obligation to offer Maintenance is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software. 2.5.2 The Term for Maintenance commences on the Go Live Date. Maintenance shall automatically renew for the same length as the initial Term unless Customer gives written notice 60 days prior to the end of any previous Term of its intention to terminate. 2.5.3 In the event Customer does not renew Maintenance and subsequently desires to reinstate Maintenance, a reinstatement fee shall be assessed equal to 120% of the aggregate Maintenance fee that would have been payable during the period of lapse. 2.5.4 For Maintenance, Customer agrees to (i) meet the Update standard set forth in the SirsiDynix Support Policies referenced in the definition of Maintenance and (ii) maintain the Operating Environment.

2.6.1 Hardware. If Customer's purchase of Products includes Hardware, title to the Hardware shall pass to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker, which shall constitute delivery to Customer. Thereafter Customer will be responsible for risks of loss or damage, except for loss or damage caused by SirsiDynix in the process of installation. 2.6.2 SirsiDynix does not provide support for Hardware unless Customer purchases any available Maintenance associated with such Hardware. SirsiDynix warrants that it is an authorized distributor of the Hardware. Hardware warranties shall be governed by the manufacturer's warranty. Such warranties begin on shipment of the third party products from the manufacturer, whether shipment is to SirsiDynix or to Customer. SirsiDynix makes no warranties of any kind with respect to the Hardware. Customer's sole remedy with respect to such Hardware shall be pursuant to the manufacturer's warranty, if any.

2.7 License Metrics. The foregoing license or grant of use is limited to License Metrics set forth in the Quote, which License Metrics at all times shall be the responsibility of Customer. Customer may not use the Products in excess of License Metrics specified in Quote, and Customer shall be liable for excess usage. Additional License Metrics may be purchased at the pricing in effect at the time the additional

License Metrics are added, prorated for the remainder of the then-current Term. The additional License Metrics purchased shall terminate on the same date as the pre-existing Products. Prices are based on License Metrics purchased and not actual usage.

2.8 Reservation of Rights. All rights not expressly granted in the Agreement are reserved by SirsiDynix and its third party providers. Customer acknowledges that: (i) all Software is licensed and not sold and all Subscriptions are subscribed to and not sold; (ii) Customer acquires only the right to use the Software and Subscriptions. SirsiDynix and its third party providers retain sole and exclusive ownership and all rights, title, and interest in, including Intellectual Property embodied or associated with, the Software, Subscriptions, Services and all copies and derivative works thereof (whether developed by SirsiDynix, Customer or a third party); and (iii) the Software and Subscriptions, including the source and object codes, logic and structure, constitute valuable trade secrets of SirsiDynix and its third party providers. Customer agrees to secure and protect the Software and Subscriptions consistent with the maintenance of SirsiDynix's and its third party providers' rights in the Software and Subscriptions, as set forth in this Master Agreement.

2.9 Restrictions. Unless specifically permitted or licensed by SirsiDynix, Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Software, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Customer's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Master Agreement (except the Customer may grant access to public access catalogs to library users, other libraries, and third party entities); (iv) write or develop any derivative works based upon the Protected Materials, by SirsiDynix; (v) modify, adapt, translate or otherwise make any changes to the Software or Content or any part thereof; (vi) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without SirsiDynix's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

2.10 Customer Data. SirsiDynix disclaims ownership of any and all Customer Data, all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into Customer's database or supplied to SirsiDynix by Customer. Notwithstanding Customer's ownership of Customer Data, at the end of the Term SirsiDynix shall only be obligated to provide to Customer extractable Customer Data at no additional charge in a supported MARC and/or ASCII delimited format. SirsiDynix shall have the right to aggregate non-personally identifiable data from the Customer Data and shall retain ownership of such aggregated data.

2.11 License Grant by Customer. Customer grants to SirsiDynix a non-exclusive, royalty-free license, to use equipment, software, Customer Data or other material of Customer solely for the purpose of performing SirsiDynix's obligations under the Agreement.

2.12 Enforcement. Customer shall (i) ensure that all users of the Products comply with the terms and conditions of the Master Agreement, (ii) promptly notify SirsiDynix of any actual or suspected violation thereof and (iii) cooperate with SirsiDynix with respect to investigation and enforcement of the Agreement.

Customer Initial and Date: _____

3. FINANCIAL TERMS

3.1.1 Fees and Payment Terms. The Customer shall pay the amounts set forth in the Quote. Invoices become past due 30 days after the invoice date. Interest accrues on past due balances at the higher of 1½% per month or the highest rate allowed by law. If Customer fails to make payments of any amount due under the Master Agreement, SirsiDynix will be entitled to suspend its performance upon ten (10) days written notice to Customer. **3.1.2** Unless expressly provided otherwise, amounts paid or payable for Software, Subscriptions and Hardware are not contingent upon the performance of any Services.

3.2 Taxes. Customer agrees to pay any sales tax arising out of the Master Agreement, other than those based on SirsiDynix's net income. If Customer is tax-exempt, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate upon execution of the Master Agreement. Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in paying such sales tax due.

4. CONFIDENTIALITY

4.1 Non-Disclosure. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

4.2 Exceptions. Information shall not be considered Confidential Information to the extent, but only to the extent, that the disclosing party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure; (iv) has been independently developed by one party without reference to any Confidential Information of the other; (v) is information aggregated by SirsiDynix that no longer contains any personally identifiable information; or (vi) is required to be disclosed by law provided the receiving Party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement. The parties acknowledge that Customer may be subject to freedom of information legislation and further acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

5. PRIVACY

Customer represents and warrants that before providing personally identifiable information to SirsiDynix or its agents, it will comply with any laws applicable to the disclosure of personally identifiable information, including providing notices to or obtaining permission from third parties to allow sharing of their personally identifiable information with SirsiDynix under the Agreement. Customer will indemnify SirsiDynix for any breach of this representation and warranty. No personally identifiable information will be disseminated by SirsiDynix to any third parties, except as consented to by Customer or required by law.

6. INDEMNIFICATION

6.1.1 By SirsiDynix. SirsiDynix will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDynix Software or SirsiDynix Subscriptions (excluding Content and Third Party Software) infringe a third party's USA patent, registered copyright, or registered trademark ("Claim"). SirsiDynix will indemnify Customer against all damages and costs finally awarded which are attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDynix;

(ii) gives SirsiDynix sole control of the defense and settlement of the Claim; (iii) provides SirsiDynix, at SirsiDynix's expense, with all available information and assistance relating to the Claim and cooperates with SirsiDynix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDynix. **6.1.2** SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software or SirsiDynix Subscription or used a release other than a current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of a current unaltered release of the SirsiDynix Software, (ii) Third Party Software and/or Content, or (iii) the combination, operation or use of the SirsiDynix Software or SirsiDynix Subscriptions with software or data not provided under the Master Agreement. **6.1.3** If it is adjudicated that the use of the SirsiDynix Software or SirsiDynix Subscriptions in accordance with the Master Agreement infringes any USA patent, registered copyright, or registered trademark, SirsiDynix shall, at its option: (i) procure for Customer the right to continue using the infringing Product; (ii) replace or modify the same so it becomes non-infringing; or (iii) Customer will be entitled to an equitable adjustment in the fees paid for the affected Product. THIS SECTION STATES SIRSIDYNIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

6.2 By Customer. To the extent allowed by law, Customer shall defend or settle, at its option and expense, any action, suit or proceeding brought against SirsiDynix by a third party arising out of or in connection with: (i) any claim that Customer Data infringes on the intellectual property rights of a third party; or (ii) any claim that Customer or a Customer's user is using the Product in a manner that violates the provisions of the Agreement. Customer's obligations under this section are contingent upon: (a) SirsiDynix providing Customer with prompt written notice of such claim; (b) SirsiDynix providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

7. REMEDIES.

7.1 If a SirsiDynix Product does not perform as warranted, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify SirsiDynix in writing of its claim. Provided that such claim is reasonably determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within ninety (90) days of its receipt of Customer's written notice, (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the affected SirsiDynix Product and Customer will be entitled to an equitable adjustment in the fees paid for the affected Product at SirsiDynix's discretion. The preceding warranty cure shall constitute SirsiDynix's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

7.2 Exclusions. SirsiDynix is not responsible for any claimed breach of any warranty caused by: (i) modifications made to the Products by anyone other than SirsiDynix; (ii) the combination, operation or use of the Products with any items that are not part of the Operating Environment; (iii) Customer's failure to use any new or corrected versions of the Products made available by SirsiDynix; (iv) SirsiDynix's adherence to Customer's specifications or instructions; or (v) Customer deviating from the SirsiDynix Product operating procedures described in the Documentation.

8. LIMITATION OF LIABILITY

8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE AGREEMENT) TO CUSTOMER FOR ANY

Customer Initial and Date: _____

CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THE MASTER AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 6 (Indemnification), WILL BE LIMITED TO THE FEES PAID BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT WHICH IS THE SUBJECT MATTER OF THE CLAIM.

8.2 IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 NO CLAIM ARISING OUT OF THE MASTER AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION ARISES.

8.4 THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT OR THIRD PARTY SOFTWARE WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN.

9. TERM AND TERMINATION

9.1 Term. Subject to Section 10.11 below, the term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the termination of all obligations of either party for all Products purchased, unless otherwise terminated earlier as provided hereunder.

9.2.1 Termination. Either party may terminate the Master Agreement immediately upon written notice if the other party commits a non-remediable material breach of the Master Agreement or any EULAs, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the non-breaching party has a right to terminate the Agreement, the non-breaching party may at its discretion terminate the Agreement in whole or part. **9.2.2** Following termination of the Master Agreement, Customer agrees to certify that it has returned or destroyed all copies of the applicable Software, Documentation and Confidential Information and acknowledges that its rights to use the same are relinquished.

10. GENERAL PROVISIONS

10.1 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to power outages or failure of third party service providers. This provision does not relieve Customer of its obligation to make payments then owing.

10.2 Assignment. SirsiDynix may assign the Agreement and all of its rights and obligations herein without Customer's approval to its

parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither party may otherwise assign or transfer the Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the above, SirsiDynix may fulfill its obligations hereunder through its affiliated companies.

10.3 Cooperation. Customer agrees to provide cooperation, which means assistance, information, equipment, data, a suitable work environment, timely access, and resources reasonably necessary to enable SirsiDynix to perform any and all installation, implementation, and services required to fulfill this Master Agreement including but not limited to ensuring SirsiDynix has remote access. Failure to grant such cooperation shall allow SirsiDynix to deem the Product purchased by Customer to be fully accepted and delivered. In the event any delay in implementing Products is caused by Customer resulting in SirsiDynix incurring additional expenses, the Customer shall pay to SirsiDynix the amount of such additional expenses.

10.4 Notice of U.S. Government Restricted Rights. If the Customer hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and is furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in subsection (c) of FAR 52.227-19. Commercial Computer Software - Restricted Rights (June 1987)".

10.5 Export Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law.

10.6 Non-solicitation. During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

10.7 Compliance. During the term of this Master Agreement for a period of one year following its termination, SirsiDynix shall have the right to verify Customer's full compliance with the terms and requirements of the Master Agreement. If such verification process reveals any noncompliance by Customer with the Master Agreement, Customer shall reimburse SirsiDynix for the reasonable costs and expenses of such verification process incurred by SirsiDynix (including but not limited to reasonable attorneys' fees), and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of SirsiDynix's termination rights and do not affect SirsiDynix's right to payment for Software, Maintenance, Subscription and interest fees related to usage in excess of the License Metrics.

10.8 Notices. Any notice required or permitted to be sent under the Agreement shall be delivered by hand, by overnight courier, by email to SirsiDynix at legal@sirsidynix.com, or by email to Customer at any current Customer email address routinely used by SirsiDynix, or by registered mail, return receipt requested, to the address of the parties set forth in the Agreement or to such other address of the parties designated in writing in accordance with this subsection.

10.9 Relationship. The Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act

Customer Initial and Date: _____

in a manner which expresses or implies a relationship other than that of independent contractor.

10.10 Invalidity. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10.11 Survival. The following provisions will survive any termination or expiration of the Master Agreement: sections 1, 2.8, 2.9, 2.10, 2.12, 3, 4, 6, 8, 9, and 10.

10.12 No Waiver. Any waiver of the provisions of the Agreement or of a party's rights or remedies under the Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Master Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Agreement and shall not in any way affect the validity of the whole or any part of the Master Agreement or prejudice such party's right to take subsequent action.

10.13 Entire Agreement. The Master Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties, with the exception of unpaid invoices under prior contracts between the parties, which outstanding balances continue to be owed in addition to, and notwithstanding clause 10.13. Notwithstanding the precedence of this Master Agreement, any

existing Customer License Metrics shall continue unless new License Metrics are identified in a Quote. No modification to the Agreement will be binding unless in writing and signed by an authorized representative of each party.

10.14 Third Party Beneficiaries. All rights and benefits afforded to SirsiDynix under the Agreement shall apply equally to the owner of the Third Party Software with respect to the Third Party Software, and such third party is an intended third party beneficiary of the Agreement, with respect to the Third Party Software.

10.15 Governing Law and Venue. The Agreement shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in Utah to whose exclusive jurisdiction the parties hereby consent. In addition, the Customer hereby waives any objection the customer may have based upon lack of personal jurisdiction, improper venue and/or "forum non conveniens".

10.16 Application of Laws. The parties agree that this contract is not a contract for the sale of goods; therefore, the Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

10.17 Counterparts. The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and that facsimile, electronic and/or .pdf scanned copies of signatures shall be as effective and binding as original signatures.

10.18 Headings and Drafting. The headings in the Agreement shall not be used to construe or interpret the Agreement. The Agreement shall not be construed in favor of or against a party based on the originator of the document.

10.19 Attorney's Fees. In the event a party seeks and obtains a remedy in the courts for its rights under this Master Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorney's fees and cost.

END OF MASTER AGREEMENT

Covina Public Library 234 North Second Avenue Covina, California 91723	SirsiDynix SirsiDynix Technology Centre 3300 N. Ashton Blvd. – Ste 500 Lehi, UT 84043
Sign: _____	Sign: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Customer Initial and Date: _____

Exhibit A - DEFINITIONS

"**Circulation**" means any transaction involving any one of the following using either physical or electronic means: the checkout of a Library Item to a patron, the checkout of a Library Item for the purpose of tracking in-library usage, the renewal of a Library Item, or an action functionally identical to any of the preceding acts.

"**Confidential Information**" means information of SirsiDynix and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Master Agreement, all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. SirsiDynix's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix. Confidential Information does not include that the Customer uses SirsiDynix Products.

"**Content**" means any information, data, text, software, music, sound, photographs, graphics, video messages or other material which Customer receives through a Subscription.

"**Customer Data**" means any electronic data, information or material provided or submitted by Customer (including the Customer's patrons and users) to SirsiDynix through a Subscription or Services, or which Customer (including the Customer's patrons and users) enters into the Subscription or Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under the Master Agreement. Customer Data does not include non-personally identifiable information aggregated by SirsiDynix.

"**Documentation**" means the user instructions, release notes, manuals and on-line help files made available by SirsiDynix regarding the use of the applicable Product.

"**Effective Date**" of this agreement shall be the date of the last signature below. Notwithstanding the above, the Effective Date for any specific Product purchased shall be the date on which the Customer signs the Quote for such Product.

"**Error**" means a material failure of the Product to conform to its functional specifications described in the Documentation or elsewhere.

"**EULA**" means the end user license agreement that accompanies the Third Party Software, which governs the use of or access by Customer to the applicable Third Party Software.

"**Go Live Date**" means the date on which the Products are substantially ready for operational use for normal daily business.

"**Included Documents**" means those documents in Section 1.2.

"**Hardware**" means the physical hardware and equipment manufactured by third party providers and sold to Customers by SirsiDynix.

"**Intellectual Property**" means any and all Intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which SirsiDynix has created, acquired or otherwise has

rights in, and may, in connection with the performance of obligations hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

"**License Metrics**" means the limitation on the usage of each of the Product as designated in the applicable Quote such as Titles, Circulation, Users, students, seats, and reports.

"**Maintenance**" means the technical support and provision of Updates for the level of support services purchased from SirsiDynix, all of which are provided under SirsiDynix's support policies in effect at the time the Services are provided, which may be modified from time-to-time by SirsiDynix in its sole discretion. A current version of such Support Policies can be found under "SirsiDynix Support Policies" (Document ID 93471) at <http://support.sirsidyndix.com>.

"**Operating Environment**" means SirsiDynix-recommended hardware, operating system, middleware, database products and other software on which the Software will operate.

"**Products**" means Software, Subscriptions, Services and Hardware.

"**Protected Materials**" means Software, Services, Subscriptions or SirsiDynix's or its licensors' Intellectual Property or Confidential Information.

"**Quote**" means the Quote in the Included Documents and/or future Quotes or similar document executed by the Customer, which contains Customer's order specific information, including but not limited to description of the Products ordered, License Metrics and associated fees and payment terms.

"**Services**" means those services provided or arranged by SirsiDynix including but not limited to specific SirsiDynix Products such as (i) Professional Services; (ii) Maintenance, and (iii) Platinum Services.

"**SirsiDynix Software**" means each SirsiDynix-developed and/or SirsiDynix-owned software product in machine-readable object code (not source code), the Documentation for such product, and any Updates thereto.

"**Software**" means the SirsiDynix Software and Third Party Software.

"**Subscriptions**" means any product sold on a subscription basis including but not limited to cloud services and web access to Content.

"**Term**" means, with respect to specific Products, the time period for which the Customer has committed to such Products as set forth in the Quote. With respect to the term of the Master Agreement, "Term" has the meaning set forth in Section 9.1.

"**Titles**" means the number of unique records for an electronic, virtual, and/or physical item which may be used by a library patron, such as a bibliographic, MARC, visual material, serial or Dublin Core record, created on the Software or Subscription. Multiple items, representing either identical items or volumes in a set, may be included in a single Title.

"**Third Party Software**" means software including documentation and updates, owned by an entity other than SirsiDynix which are to be provided to Customer by SirsiDynix pursuant to the terms of the EULA.

"**Updates**" means the error corrections, releases, updates, modifications or enhancements subsequently developed that SirsiDynix makes generally available to its customers as part of Maintenance on a when and if available basis. Updates exclude new products for which SirsiDynix charges a separate fee.

"**Users**" means Customer's employees or agents who have been issued user names and passwords by Customer to use the Products. Each such User shall be one person, and user names and passwords cannot be shared or used by more than one person.

Customer Initial and Date: _____



Billing Address:
234 North Second Avenue
Covina
California 91723
United States

Quote for:

Covina Public Library

Symphony SaaS + Enterprise/eRC

Quote Date: October 31, 2012

Quote Valid Until: December 31, 2012

Prepared by:
Garrett Bull
Inside Sales Representative
SirsiDynix

Quote Information

General

Quote includes a \$5,100 credit from a previous project (quote 55681). To be eligible for the credit, this quote must be signed by April 30, 2013 and implemented by October 31, 2013.

Additional discount of \$23,980 is a discount on the year 1 services of the installation and training of SirsiDynix Symphony. This discount is dependent upon the signature of a 7-year long-term agreement with SirsiDynix by December 31, 2012.

This quote is hereby fully incorporated into the Master Agreement.

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Purchase Details (Extended)

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

Component	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
SirsiDynix SaaS subscription	18,820	16,910	17,420	17,940	18,480	19,030	19,600
Services	40,080	1,000	1,000	1,000	1,000	1,000	1,000
Enterprise	9,145	2,700	2,780	2,860	2,950	3,040	3,130
Enriched Content	1,030	1,030	1,060	1,090	1,130	1,160	1,190
Discount	(29,080)	-	-	-	-	-	-
Total	39,995	21,640	22,260	22,890	23,560	24,230	24,920

Initial Term of Maintenance and SaaS Services: Seven (7) Years

Initial Term Annual Price Increase Cap for SirsiDynix Products/Services: the greater of 3% or CPI annual price increase cap until Term renewal

Customer's usage is subject to limitations that can be found in the Terms and Conditions section at the end of the Quote.

The above Price Increase Cap covers maintenance and subscriptions to all Customer's current Products, specifically excluding third party Products. Third party Product fees may increase more than the above Price Increase Cap at the discretion of the third party, and such fees shall be increased accordingly by SirsiDynix.

Any applicable discount shall be applied on final payment. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Master Agreement, unless such additional terms are statutorily required of the Customer.

This Purchase Details section may not include pre-existing obligations for ongoing Products not listed in the Quote.

8

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Detailed Pricing

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

Component	Price
SirsiDynix SaaS subscription	
SirsiDynix Symphony SaaS	17,320
Cataloging	Included
Circulation	Included
Public Access	Included
Z39.50 server	Included
Authority control	Included
Backup circulation	Included
Inventory	Included
Reports	
ReferenceLIBRARIAN	Included
SaaS User Level - 15 Staff seats	Included
SirsiDynix eResource Central Gateway Services - Annual Subscription Promotion	1,500
SirsiDynix eRC Connector - Annual Subscription, per certified partner	Included
Total SirsiDynix SaaS subscription	18,820
Services	
Data Migration	10,480
Installation	9,960
Consulting	11,480
Training	8,160
Total Services	40,080
Enterprise	
SaaS Enterprise Annual Subscription	2,700
Installation and Training	6,445
Total Enterprise	9,145
Enriched Content	
Enriched Content Basic Package	1,030
Total Enriched Content	1,030
Discount	
Customer Loyalty Discount	(5,820)
Customer Loyalty Services Discount	(23,260)
Total Discount	(29,080)

This quote is hereby fully incorporated into the Master Agreement and Schedules
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Detailed Pricing

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

Component	Price
QUOTE TOTAL	39,995

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Component Descriptions

SirsiDynix SaaS subscription

SirsiDynix Symphony SaaS

SirsiDynix Symphony's Core Package includes Cataloging, Circulation, and Public Access modules. Additional functions include: utilization of an Oracle database, a Z39.50 server, Authority Control, Backup Circulation, and Reports. Authority Control: Links authority-controlled bibliographic headings with corresponding authority records through an ANSI-standard thesaurus. SirsiDynix Symphony complies with Bath Profile release 1.0 and most of release 2.0 Functional Area A. We comply with Release 1.0 of Functional Area B. SirsiDynix Symphony complies with Z39.50 Level Three (client and server), provides broadcast searching as a standard, and complies with Bath Profile Level One.

SaaS User Level - 15 Staff seats

SirsiDynix eResource Central Gateway Services - Annual Subscription Promotion

eResource Central Gateway Services provides eBook integration which allows libraries to provide seamless access to all library resources via a single user interface. Open Library and Project Gutenberg content is available and included with this service. Minimum requirements: SirsiDynix Symphony 3.4.1 or Horizon 7.5.1 and above.

SirsiDynix eRC Connector - Annual Subscription, per certified partner

The SirsiDynix eRC Connector provides access through SirsiDynix eResource Central Gateway Services to the content of a certified partner. It does not include any 3rd Party fees which may be required by the Partner to use the content being accessed.

Services

Data Migration:

Standard Data Migration Package

To implement the proposed Symphony system for the Library, SirsiDynix has included a standard migration package, which includes conversion and migration to Symphony of the following types of viable data: • Cataloging: bibliographic and authority records in MARC exchange (ISO 2709) format; item data attached to the bibliographic records as tags or in a separate defined ASCII file; • Circulation: patron, and circulation transactions (current charges, unpaid bills, and active holds) in defined ASCII format; All data must be provided by the Licensee in a viable format in accordance with Implementation Plan deadlines. Included in the package: • One instance only of each data type • One test load and one production load only

Installation:

Product Delivery

Core SaaS Software Installation

Software installation for SirsiDynix Symphony utilizing SaaS. Includes installation of Oracle, Cataloging, Circulation, Z39.50 and OPAC.

Product Delivery - Enriched Content Element Installation

Product Delivery - Enriched Content Code Installation

SirsiDynix eRC Gateway Services Installation

Includes installation and configuration of SirsiDynix eResource Central Gateway Services and one eRC connector.

Project Management

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Component Descriptions

Processing, Setup and Activation for eLearning

Operations Service fee for Processing, Setup and Activation of eLearning

Standard ILS Migration - from non-SirsiDynix automated software

Project Management Service for a Standard ILS Migration from a Non-SirsiDynix owned platform to a Unicorn/Symphony-based platform. Project Management Service includes a project management resource who will do the following during the standard, active implementation period of the project: act as the primary SirsiDynix Contact; hold weekly progress calls with the customer; coordinate SirsiDynix resources; and transition the customer to client care once the new platform has been implemented.

Core Module Add On (Tier 2)

Tier 2 Project Management Services for the implementation of new/additional modules either during an ILS Migration or as a standalone add on order for a current customer, including: Acquisitions, Homebound, Inventory, Media Scheduling, Reserves, Serials, SIP/NCIP, Classified Accountability, Language Pack, Materials Booking, 9xx Interface, SmartPort, EDI, Reference Librarian, Languages, PocketCirc, Outreach, VIP, SchoolRooms Add'l Licenses, Web Reporter Add'l Licenses.

Project Management - SirsiDynix eResource Central

Consulting:

Core Implementation

ILS Policy Profiling is designed to provide expert guidance to library project team members with setting up and configuring a comprehensive, yet concise, policy structure. In a series of distance sessions, a SirsiDynix consultant will work with the library project team to review and complete an Excel spreadsheet containing local policy decisions. After the test data load, the SirsiDynix consultant will work with the library during a three day on-site visit to review data as well as prepare the system for strategic functions such as standalone and notice generation for go-live. Travel expenses are included. Sessions not to exceed 50 hours.

SureStart-3

SureStart is a layer of consulting support designed to smooth the transition to a new ILS platform. SureStart is a resource for the entire staff, not just system administrators. SureStart addresses issues outside the scope of education services training

Consulting Support for Library's Go-Live

The purpose of access to a Go Live Consultant is to have an expert available to answer questions from members of the library staff, assist the System Administrator and make sure the staff is prepared to handle the day-to-day tasks using the new software.

Training:

Training - Instructor-Led, Private, Reports Basics, Limited to 8 attendees

Eight seats in a private distance course for Report Basics. The Report Basics class teaches participants the basics of setting up and scheduling reports. The course specifically focuses on using selection criteria to restrict the result set to desired data, setting session defaults, saving reports as templates for future use, scheduling reports to run at specified frequency and intervals, using search strings, working with scheduled reports, and becoming familiar with the various types of reports available within Symphony WorkFlows.

Training - Instructor-Led, Private, Cataloging - Cataloging Authority Control

Eight seats in a private distance instructor-led class for Cataloging: Authority Control. Learn how to find, create and modify authority records within SD Symphony. After completing this course, you will be able to: • Understand authority databases, indexes and thesauri • Add/modify authorities • Validate authorities • Perform other basic actions related to authority control • Load and view the Authority Records report

Training - Instructor-Led, Private, System Administration

Eight seats in a private distance instructor-led class for Symphony Administration. Learn the configuration of Properties and Toolbars, Staff

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Component Descriptions

Logins, Access, User Records, Circulation, and Cataloging Features.

OPAC

One seat in three distance hands-on lab classes covering : 1)Working with Images, Labels, and Messages, 2)Working with Environment Variables, and 3)Configuring Gateway Elements

Training - Hands-On Lab, Private, Cataloguing 1 day, Limited to 8 attendees

Eight seats in a private distance instructor-led class for Cataloguing. In this one day, private class you will learn how to utilize all of the functions within the Cataloguing Toolbar, including Adding Titles to the catalogue manually, in batch and via the SmartPort wizard (Z39.50), working with call numbers and items, as well as special cataloguing functions, such as merging titles.

Training - Hands-On Lab, Private, Circulation 1 day, Limited to 8 attendees

Eight seats in a private distance instructor-led class for Circulation. In this one day, private class, you will learn how to utilize all of the functions within the Circulation Toolbar, including working with user records, circulating items, dealing with holds, transit items, and special functions such as ephemeral checkouts and managing missing or lost items.

Yearly eLearning Subscription - 5 users

The Yearly eLearning subscription provides your library staff with 1 year of unlimited access for 5 users to every recorded session and web-based training (WBT) we offer (does not include instructor-led classes). This option is a great value to introduce new staff to the products offered by SirsiDynix. It also provides a powerful resource to libraries looking for refresher on the product or as an overview of functionality. In new releases and is delivered via SirsiDynix Mentor, our learning management system. The subscription auto-renews and will be a line item in your yearly maintenance agreement review.

Training - Instructor-Led, Private, SirsiDynix eResource Central

Eight seats in a Private distance instructor-led course for eResource Central.

Enterprise

SaaS Enterprise Annual Subscription

SirsiDynix Enterprise is a state-of-the-art faceted search solution that empowers libraries to make their collections more searchable and discoverable than ever before. Capitalizing on fuzzy search logic technology never before available to libraries, SirsiDynix Enterprise delivers leading-edge faceted search capabilities, simplified search interfaces, and much more.

Enterprise Software Installation

Includes installation of Enterprise in SirsiDynix SaaS facility, installation of Enterprise Agent on a Horizon or SirsiDynix Symphony ILS and installation/configuration of the appropriate Java Development (JDK). In addition; it includes the installation of Web Services for sites using SirsiDynix Symphony.

Enterprise SureStart-3

SureStart is a layer of consulting support designed to smooth the transition to Enterprise by addressing configuration issues like search limits, profiles, etc.

Theme Customization

Working with a SirsiDynix Consultant, theme customization addresses changing the look and feel of the product like colors, adding graphics, and using CSS to edit fonts and page layouts. This custom work is guaranteed to work on the version of Enterprise currently installed on the customer's system. SirsiDynix cannot guarantee compatibility with future releases. Updating custom work to be compatible with a later release will attract additional fees.

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Component Descriptions

Enterprise - Administration Training

One seat in a group distance instructor-led course for Enterprise Administration. This class focuses on the policies found in the Enterprise admin module. You will learn how to display, create, modify and remove policies, as well as work with user accounts and scheduled tasks. By the end of the course you will know how to:

- Create Enterprise admin user accounts
- Manage search profiles and search result displays
- Look up and blacklist search suggestions
- Crawl website information for use in result lists
- Dictate scheduled tasks for indexing ILS data

Enterprise - End User Training, Group

One seat in a group distance instructor-led course for Enterprise End User training. This class focuses on performing searches and maneuvering through the end-user interface. You will learn how to use the facets and different search types. By the end of the class you should know how to:

- Use "Did you mean?" and other search suggestions
- Limit search results by item library, item type, or other search facets
- Utilize email and print options
- Check item availability as well as place hold requests
- Write a patron review

Enterprise - Rooms Content Management Training

One seat in a group distance instructor-led course for Enterprise: Rooms Content Management. This class focuses on the rooms management and content creation capabilities in the Enterprise admin module. You will learn how to manage rooms, edit room properties, and edit and create content for a room. By the end of the course you will know how to:

- Create new rooms and Edit existing rooms
- Hide and display rooms
- Manage the availability of rooms to a Profile
- Understand and edit room properties including choosing layouts
- Select Search Targets and Search Limits for a room
- Edit and create content for a room
- Detach and attach rooms and branches

SirsiDynix Enterprise Project Management

Project Management Services for the implementation of SirsiDynix Enterprise

Enriched Content

Enriched Content Basic Package

Price is Per Circ. Enrichment Elements include: Tables of Contents, Summaries, First Chapters/Excerpts, Cover Images, Booklist, Author Notes, and reviews from Publisher's Weekly, Library Journal, School Library Journal, Choice.

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Terms and Conditions

Other Terms

SirsiDynix SaaS Services are based upon annual circulation and Staff Users. You may use the SaaS Services for up to 215,000 annually circulated items and up to 15 Staff Users; an increase in either circulation or Staff Users requires additional licensing fees.

Enriched Content is based upon annual circulation. You are licensed for up to 200,000 annually circulated items; an increase requires additional licenses.

SirsiDynix may add and/or substitute equivalent products for any third party items in the event of product unavailability, Software requirements and/or model number changes.

Customer's data must be provided to SirsiDynix in a format approved by SirsiDynix or additional data conversion/migration charges will apply. De-duping is the Customer's responsibility, unless stated otherwise in writing.

"Go Live Date" means, with respect to the SirsiDynix Software license orders, the date on which the SirsiDynix Software is available for operational use for normal daily business, including searching the public access catalog and circulating materials.

Maintenance must be ordered for all copies of the Software and for all elements of the Software which are used conjunctively by Customer. Customer's System shall remain within two (2) previously released software versions of the most recent version of the software at all times or an additional maintenance surcharge service charge will be added to the maintenance renewal.

Payment Terms

The term of any quoted products is for no less than seven (7) years and shall automatically renew for the length of the Initial Term. Subsequent years' Support, Subscription and SaaS Services fees are to be paid annually in advance. Following the first year of System operation, Support, Subscription, and SaaS subscription fees will be subject to annual increases. Any discounts that may be listed on this quote will be applied to the final invoice. Unless otherwise specifically stated in writing, products and/or services purchased at promotional prices or with promotional discounts do not qualify for such discounts or limitations on price increases for subsequent years.

Third Party Products/Software license fees

- 100% due upon installation of third party products/software on Customer's system

SirsiDynix Software license fees

- 100% SirsiDynix Enterprise license and subscription fees is due upon contract signing and will be invoiced immediately. The annual subscription initial use and anniversary date is the effective date of the contract date.
- 100% (excluding SirsiDynix Enterprise license and subscription fees) due upon installation of client SirsiDynix Software on Customer's system

Support/Maintenance fees

- 100% of first year's Support due at installation of Software

Services/Training

- 50% due upon completion of first data test load, where a test load is part of the services
- 100% of the remainder due upon completion of services/training

SaaS, New Customers

- 50% of total for Services and first year subscription fees due upon contract signing
- 50% of total for Services and first year subscription fees due upon date of initial live use of SaaS Services

**Fees and Payment Terms which do not reflect the services and/or products purchased by the Customer are

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non-applicable.

Any reference to license metrics and/or licensed amounts included in this quote shall be applicable only to the products and/or services mentioned in this quote. This document and any software or professional services associated with this document are hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. If there is no current agreement between the parties, the terms and conditions of the current SirsiDynix Master Software License and Services Agreement shall be deemed the controlling Agreement between the parties, a copy of which shall be furnished upon Customer's request. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Agreement, unless such additional terms are statutorily required of the Customer. In the event of a conflict, the terms, payment terms, discounts, product lists and/or statement of work contained within this document shall take precedence over the current Agreement between the parties. In the event Customer desires or requires updated terms and conditions for the continuing business relationship with SirsiDynix, please contact your regional Sales Representative.

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Terms and Conditions

Customer Signature

Covina Public Library

By:

(Authorized Signature)

Printed Name:

Title:

Date:

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**CITY OF COVINA AND
SUCCESSOR AGENCY TO THE COVINA
REDEVELOPMENT AGENCY
AGENDA ITEM COMMENTARY**

MEETING DATE: December 18, 2012

ITEM NO.: CB 1

STAFF SOURCE: Dilu de Alwis, Finance Director 

ITEM TITLE: Audit Report for Fiscal Year Ended June 30, 2012.

STAFF RECOMMENDATION

It is recommended that the City Council and the Successor Agency Board to the Covina Redevelopment Agency Board receive and file the Audit Report and the Annual Financial and Compliance Report for Covina Redevelopment Agency for Fiscal Year Ended June 30, 2012.

FISCAL IMPACT

None

BACKGROUND

City Audit:

The audit of the City's financial statements for the 2011-12 fiscal year has been completed. The independent auditor, Macias Gini & O'Connell LLP., rendered an unqualified opinion on the Comprehensive Annual Financial Report (CAFR).

The Statement of Net Assets shows total City net assets of \$128.7 million of which \$91.5 million is invested (net of related debt) in capital assets. The following is a comparison of the reported net asset equity and fund balance accounting equity:

	Thousands of Dollars		
	Net Assets	Fund Balance	Difference
Governmental activities/funds	\$ 101,194	\$ 21,239	\$ 79,955
Business-type/proprietary fund	27,519	27,519	-
Total equity	\$ 128,713	\$ 48,758	\$ 79,955

The differences are primarily attributed to; (a) the full accrual method of accounting for governmental activities versus modified accrual for governmental funds. Full accrual recognizes the long-term (capital assets and long-term debt) financial position of the City in comparison to the short-term financial position of modified accrual and (b) the

dissolution of Redevelopment as a result of Assembly Bill – ABx1 26 which went into effect February 1, 2012.

The Statement of Activities shows total City revenues of \$52.7 million of which \$25.6 million is related to program revenues. Total expenses are \$48.9 million (including \$1.2 million of depreciation and an extraordinary loss of \$11.7 million from the dissolution of Redevelopment) which resulted in a decrease in net assets of \$7.9 million.

The following is a comparison of the reported change in net asset equity and fund balance accounting change in equity:

	Thousands of Dollars		
	Change in		
	Net Assets	Fund Balance	Difference
Governmental activities/funds	\$ (12,733)	\$ (37,587)	\$ 24,854
Business-type/proprietary fund	4,791	4,791	-
Change in equity	<u>\$ (7,942)</u>	<u>\$ (32,796)</u>	<u>\$ 24,854</u>

The differences are primarily attributed to; (a) full accrual method of accounting for governmental activities versus modified accrual for governmental funds and (b) the dissolution of Redevelopment as a result of Assembly Bill – AB 1X26 which went into effect February 1, 2012.

Summary of General Fund

For fiscal year 2011-2012, General Fund revenues and transfers were \$28,545,072 in comparison to \$29,772,401 of the previous year. The decrease in revenues is attributed to a lower than projected Utility User Tax in the current year and a one-time Franchise Fee from the trash hauler in the previous fiscal year. These decreases were somewhat offset by higher Sales Tax and Property Tax.

General Fund expenditures and transfers (charges to appropriations) were \$29,615,229 in comparison to \$28,773,010 of the previous year. The increase in expenditures and transfers is attributed primarily to the change in the application of the new Indirect Cost methodology. This change caused the General Fund to absorb the majority of costs previously allocated to the Redevelopment Agency. The Redevelopment Agency was dissolved per AB 1X26 effective February 1, 2012.

The fund balance of the General Fund decreased from \$11,607,880 to \$10,537,723 and is attributable to the discussion above.

Unassigned fund balance is available for future appropriations, contingencies and/or emergencies. Of the \$10,537,723 General Fund fund balance, \$5,989,702 is set-a-side by

budget policy as an emergency reserve. This represents 20% of the adopted budget for the current fiscal year.

Additional information on the special revenue, enterprise, debt service and capital projects funds are included in specific sections of the CAFR. The report is divided into three major sections:

1. Introductory Section This section includes the City Manager's and Finance Director's transmittal letter, certificate of achievement for excellence in financial reporting, certificate of award in outstanding financial reporting, organizational chart, and a list of principal officials.
2. Financial Section This section includes the auditors' opinion, Management's Discussion and Analysis, basic financial statements, notes to the financial statements, required supplementary information, and supplemental information.
3. Statistical Section This section includes selected financial and demographic information, generally presented on a multiyear basis.

Independent Auditor's Report, Communication to financial oversight body and independent auditors' report on appropriation limit worksheet will be provided under separate cover.

Agency/Successor Agency Audit:

The Covina Redevelopment Agency (Agency) was established in 1969, pursuant to the State of California, Health and Safety Code, Section 33000. Its purpose is to prepare and carry out plans for the improvement, rehabilitation and development of blighted areas within the territorial limits of the City of Covina. On June 28, 2011, Assembly Bill X1 26 (AB x1 26), the Dissolution bill was enacted. On December 29, 2011, the California Supreme Court upheld the constitutionality of AB x1 26, and all redevelopment agencies in California were dissolved by operation of law effective February 1, 2012. The legislation provides for successor agencies and oversight boards that are responsible for overseeing the dissolution process and wind down of redevelopment activity. On January 11, 2012, the City adopted a resolution declaring its intent to serve as the Successor Agency and on January 30, 2012, the City Council adopted a resolution to retain the Housing assets and functions of the former redevelopment agency and the Housing Authority of the City will serve as the Housing Successor Agency. The Agency's financial data and transactions are included with the Low-Moderate Income Special Revenue Fund, Tax Allocation Debt Service Fund and Redevelopment Agency Capital Projects Fund until the date of dissolution on February 1, 2012.

The Successor Agency to the Covina Redevelopment Agency (SACRA) was created to serve as a custodian for the assets and to wind down the affairs of the former Agency. The SACRA is a separate public entity from the City, subject to the direction of an Oversight Board. In general, the SACRA's assets can only be used to pay enforceable obligations in existence at the date of dissolution (including the completion of any unfinished projects that were subject to legally enforceable contractual commitments). In

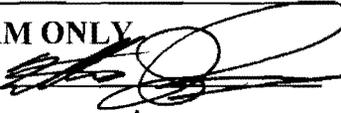
future fiscal years, the SACRA will only be allocated revenue in the amount that is necessary to pay the estimated annual installment payments on enforceable obligations of the former Agency until all enforceable obligations of the former Agency have been paid in full and all assets have been liquidated. Based upon the nature of the SACRA's custodial role, the SACRA is reported in a fiduciary fund (private-purpose trust fund).

RELEVANCE TO THE STRATEGIC PLAN:

Receiving an unqualified opinion from the auditors contributes to maintaining/enhancing financial stability.

EXHIBITS:

Comprehensive Annual Financial Report (on file in the City Clerk's office)

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

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: December 18, 2012

ITEM NO.: NB 1

STAFF SOURCE: Kalieh Honish, Interim Director of Public Works 
Chief Kim Raney, Covina Police Department
Captain David Povero, Covina Police Department
Alex Gonzalez, Assistant Director of Public Works

ITEM TITLE: Consider Ordinance No. 12-2015 Adopting Revised Administrative Citation Regulations by Repealing Chapter 1.26 (“Community Improvement and Administrative Citations”) and Adopting a New Chapter 1.26 (“Administrative Citations”) in Title 1 (“General Provisions”) of the Covina Municipal Code

STAFF RECOMMENDATION

1. Introduce and waive further reading of **Ordinance No. 12-2015**, repealing Chapter 1.26 (“Community Improvement and Administrative Citations”) and adopting a new Chapter 1.26 (“Administrative Citations”) in Title 1 (“General Provisions”) of the Covina Municipal Code; and
2. Schedule second reading and consideration of adoption of Ordinance No. 12-2015 for the regular City Council meeting of January 15, 2013.

FISCAL IMPACT

All code enforcement citation fine revenues are directed to the Community Improvement Fund (2188-4200) because property compliance, not revenue generation, is the purpose of code enforcement operations. Citation fine revenues may only be used to fund code enforcement operations that result in improvements to the community, such as the cost of property abatements and community cleanups, as well as the costs of achieving code enforcement compliance that cannot be recovered by the City. Therefore, the revision of Chapter 1.26 is intended to have no effect on the City’s General Fund.

BACKGROUND

As noted in the October 2, 2012 special meeting of the Covina City Council related to field operations for Code Enforcement and Police, there has been a substantial increase (+352% from 2006 to 2011) in property inspections related to code enforcement cases. This caseload increase, which accompanied the 2008 economic downturn and the foreclosure crises, led to a streamlining of operations to focus on the most egregious violations while attempting to simplify the processing of minor infractions. Protecting the health, welfare and safety of the general public under the current provisions of the Municipal Code was shown to be problematic when dealing

with absentee land owners and foreclosed properties with existing staff resources under increased caseloads, so the City Prosecutor was enlisted to review Chapters 1.26, 1.28, 8.40 and 17.59. The proposed ordinance has been developed to address the concerns of staff, clarify enforcement, and improve processes for properties that are in violation.

As drafted, the proposed revision of Chapter 1.26 would address the following issues:

- New definitions have been added for improved clarity and legal strength;
- Regulations for service of citations have been streamlined;
- Fines are no longer set forth in Chapter 1.26, with the exception of fines for violations that would otherwise have been infractions and are capped by the California Government Code. Fines are now to be established under a separate City Council resolution which will be presented to the Covina City Council in January 2013;
- Late penalty and interest charges are imposed, along with re-inspection fees;
- Although procedures are set forth for the denial of a City approval, entitlement, license or permit resulting from the failure to pay an administrative fine, the specific circumstances under which the City would issue such a denial are intentionally NOT codified. It is recommended that the City create a policy/guideline so that the City can make appropriate decisions on a case-by-case basis, and
- The failure to pay a fine is only a misdemeanor, if willful (see Section 1.26.120). This is intended to comply with recent judicial decisions.

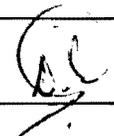
An overview of the changes to Chapters 1.26, 1.28 and 8.40 were previously presented to the City Council at a public workshop on October 2, 2012 by the Police and Public Works Departments, as a potential tool for City Officials, especially for Code Enforcement field operations, to maintain community safety standards. Since that time, the City Attorney's Office and the City Prosecutor have reviewed the changes to all three Chapters and added certain provisions to ensure the ordinance's compliance with recent case law. This item is now introduced as directed by the Covina City Council at the public workshop of October 2, 2012, as well as the Strategic Planning session of October 25, 2012.

RELEVANCE TO THE STRATEGIC PLAN

On October 25, 2012 the City held a Strategic Planning session which directed staff to return to Council with revisions to the Municipal Code in order to enhance Code Enforcement efforts, under the goal of improving safety and quality of life in Covina.

EXHIBITS

A. Ordinance No. 12-2015

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

ORDINANCE NO. 12-2015

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA
ADOPTING REVISED ADMINISTRATIVE CITATION REGULATIONS BY REPEALING
CHAPTER 1.26 (“COMMUNITY IMPROVEMENT AND ADMINISTRATIVE
CITATIONS”) AND ADOPTING A NEW CHAPTER 1.26 (“ADMINISTRATIVE
CITATIONS”) IN TITLE 1 (“GENERAL PROVISIONS”)
OF THE COVINA MUNICIPAL CODE**

WHEREAS, pursuant to California Government Code Section 53069.4, on March 16, 2004, the City Council of the City of Covina adopted Ordinance No. 04-1900 (enacted as Chapter 1.26 of Title 1 of the Covina Municipal Code) that established a process for imposing administrative fines and/or penalties for violations of the Covina Municipal Code by means of an administrative citation; and,

WHEREAS, the City Council of Covina desires to revise provisions of Chapter 1.26, including but not limited to administrative procedures relating to the imposition, enforcement, collection of administrative fines, and the administrative review of administrative citations.

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

SECTION 1: Chapter 1.26 (“Community Improvement and Administrative Citations”) of Title 1 (“General Provisions”) of the Covina Municipal Code is hereby repealed and deleted in its entirety.

SECTION 2: A new Chapter 1.26 (“Administrative Citations”) is hereby added to Title 1 (“General Provisions”) of the Covina Municipal Code to read as follows:

**"CHAPTER 1.26
ADMINISTRATIVE CITATIONS**

Sections:

- 1.26.010 Findings.
- 1.26.020 Applicability.
- 1.26.030 Definitions.
- 1.26.040 Scope.
- 1.26.050 Issuance of Administrative Citation; Contents Thereof.
- 1.26.060 Service of Citation.
- 1.26.070 Imposition of Administrative Fines, Late Penalty and Interest Charges, as well as Re-Inspection Fees; Payment and Collection Thereof.
- 1.26.080 Denial of City Approvals, Entitlements, Licenses and Permits for Delinquent Administrative Citation Fines, Late Penalty and Interest

- Charges, as well as for Unpaid Re-Inspection Fees.
- 1.26.090 Right to an Administrative Hearing; Waiver of Advance Deposit of Fine.
- 1.26.100 Administrative Hearing – Procedures.
- 1.26.110 Hearing Officer Decision; Right of Appeal Therefrom.
- 1.26.120 Penalties.
- 1.26.130 Severability.

Section 1.26.010 Findings.

The City Council of the City of Covina finds and declares as follows:

A. Enforcement of the Covina Municipal Code and adopted ordinances throughout the City is an important public service. A program for enforcement of local codes is vital to protect public health, safety, and welfare. The establishment of a comprehensive and effective code enforcement program that is able to utilize both administrative and judicial remedies against violations of the City's laws is best equipped to protect public health, safety, and welfare.

B. Government Code Section 53069.4 authorizes local jurisdictions to enact legislation making a violation of any local ordinance subject to an administrative fine or penalty. The State Legislature has also enacted other provisions of California law that allow local governments to impose administrative fines and/or penalties for violations of specified provisions of State law. The City Council intends, pursuant to this statute, to establish an administrative citation program that:

1. Imposes a non-judicial administrative fine and/or penalty for offenses of the Covina Municipal Code (including, but not limited to, any other code adopted therein) and other state laws as authorized by statute;

2. Encourages prompt abatement or correction of prohibited conditions, uses or activities in the City; and,

3. Creates deterrence against future violations of the City's laws.

C. The administrative citation remedy is not intended to replace any other remedy allowed by the Covina Municipal Code or State law. It is intended to provide an alternative and/or additional means by which the City's laws may be enforced.

Section 1.26.020 Applicability.

A. Use of this Chapter shall be at the sole discretion of the City and is one remedy that the City has to address violations of the Covina Municipal Code or other applicable provisions of State law. By adopting this Chapter, the City does not intend to limit its discretion or ability to utilize any administrative, civil, criminal, or other remedy available at law or equity, or any combination thereof, to address violations of the City's laws.

B. This Chapter makes a violation of any provision, restriction, or requirement of this Code or any Code adopted by reference herein, any ordinance of the City, any rule or regulation promulgated pursuant thereto, or any condition of any permit, license, or other entitlement issued pursuant to this Code subject to an administrative fine.

C. This Chapter establishes the administrative procedures for the imposition, enforcement, collection, and administrative review of administrative fines and/or penalties pursuant to Government Code Section 53069.4.

D. An administrative fine in an amount adopted by resolution of the City Council shall be imposed by means of an administrative citation issued by an Enforcement Officer, and shall be paid directly to the City of Covina. Payment of a fine shall not excuse a failure to correct a violation, nor shall it bar concurrent or further enforcement actions by the City.

E. The City Manager, or a designee thereof, may dismiss a citation at any time if a determination is made that it was issued in error, in which event any deposit of a fine shall be refunded. Notice of such action shall be given to the Citee in writing.

F. The City Manager, or a designee thereof, is authorized to promulgate procedural rules and regulations governing the provisions in this Chapter.

Section 1.26.030 Definitions.

As used in this Chapter, the following words are defined as follows:

A. "Administrative fine", "fine", "penalty" and/or "administrative penalty" shall mean the monetary sanction established by resolution of the City Council that is imposed upon a Responsible Person by means of a Citation.

B. "Citation" shall mean an administrative citation that is issued to a Responsible Person pursuant to this Chapter.

C. "Citee" shall mean a Responsible Person to whom a citation is issued.

D. "City" shall mean the City of Covina, California.

E. "City Manager" shall mean the chief administrative official of the City as appointed by the City Council.

F. "Code" shall include: (i) the entire Covina Municipal Code and any other Code, rule, or regulation incorporated therein by adoption or reference, (ii) any uncodified ordinance adopted by the City Council of Covina, (iii) any rule or regulation

promulgated pursuant to the provisions of the Covina Municipal Code, (iv) any condition of any permit, license, or other entitlement issued pursuant to this Code, and (v) other State laws as authorized by statute.

G. "Enforcement officer" and "Officer" shall mean any City employee with obligations to enforce the Covina Municipal Code. Enforcement Officers shall include personnel of the Public Works Department and Covina police officers. The City Manager may designate additional employees of other City departments to act as Officers for purposes of implementing and enforcing the provisions of this Chapter.

H. "Hearing officer" shall include a private person, or a public official, or duly constituted reviewing authority or commission that the City Manager designates or appoints to consider all timely requests for an administrative hearing upon issuance of a citation.

I. "Owner" shall mean and include any person having legal title to, or who leases, rents, occupies or has charge, control or possession of, or responsibility for, any real property in the City, including all persons shown as owners on the last equalized assessment roll of the Los Angeles County Assessor's Office. Owners include persons with powers of attorney, executors of estates, trustees, or who are court appointed administrators, conservators, guardians or receivers. An owner of personal property shall be any person who has legal title, charge, control, responsibility for, or possession of such property.

J. "Person" shall mean and includes any individual, partnership of any kind, a corporation of any kind, limited liability company, association, joint venture or other organization or entity, however formed, as well as fiduciaries, trustees, heirs, executors, administrators, or assigns, or any combination of such persons. "Person" also includes any public entity or agency that acts as an owner in the City.

K. "Property" or "Premises" shall mean any real property, or improvements thereon, or portions thereof, as the case may be. "Property" includes any parkway or unimproved public easement abutting such real property. "Property" shall also include all forms of personal property or animals, where applicable.

L. "Responsible Person" shall mean any person, whether as an owner or an agent, manager, or representative of an owner, or otherwise, that allows, causes, creates, maintains, suffers, or permits a violation of the Code to exist or continue, by any act or the omission of any act or duty.

M. "Violation" shall mean an act or omission of any act, or use or condition that constitutes an offense of the Code, as well as a breach or violation of any condition of a permit, approval, entitlement or license issued pursuant to the Code. A "transient" violation is one that is brief or spontaneous in its commission, or that is not typically confined to a fixed location. A "Non-transient" violation is continuing in nature and generally present at one location.

Section 1.26.040 Scope.

This Chapter provides for imposition of an administrative fine pursuant to a Citation for any violation of the Code, as well as for a breach or violation of any condition of a permit, approval, entitlement or license issued pursuant to the Code. This remedy may be utilized in place of, or in addition to, any other remedy allowed by the Code or state law. The City Manager, or designees thereof, shall have sole discretion to utilize any remedy or remedies as authorized by law.

Section 1.26.050 Issuance of Administrative Citation; Contents Thereof.

A. Whenever an Officer determines that a violation has occurred, the Officer may issue a Citation on a City-approved form imposing an administrative fine or fines to the Responsible Person(s) in accordance with the provisions of this Chapter.

B. When the violation pertains to building, plumbing, electrical or other similar structural or zoning issues that creates an immediate danger to health or safety, a citation may be issued forthwith. In the absence of an immediate danger, a citation for a violation pertaining to building, plumbing, electrical, or other similar structural or zoning issues shall not be issued pursuant to this Chapter unless the Responsible Person has first been provided with a reasonable period, as determined by the Officer, in which to complete the abatement or compliance actions.

C. An Officer may issue a Citation for a violation not committed in the Officer's presence if the Officer has determined, through investigation, that the Citee did commit, or is otherwise responsible for, the violation.

D. Each day, or any portion thereof, that a prohibited condition, use or activity under the Code is committed, continued or permitted, shall constitute a separate violation for which an administrative fine may be imposed. A single Citation may charge multiple violations of the Code, however, each violation is subject to a separate and distinct administrative fine.

E. Each Citation shall contain the following information:

1. Name and mailing address of the Responsible Person.
2. The address or description of the location of the violation.
3. The date and approximate time of the commission of the violation(s), or detection thereof by an Officer.
4. The relevant provision(s) or section(s) of the Code alleged to have been violated;

5. A description of the violation(s);
6. Amount of the fine for each violation, the amount of any re-inspection fee, as well as the procedure and place to pay the fine(s) and/or re-inspection fees, and any late penalty and/or interest charge(s), if not timely paid;
7. When appropriate, the action(s) required to correct the violation(s), and, if applicable, any deadlines or time limitations for commencing and completing such action(s);
8. A description of the administrative citation review process and the manner by which a hearing on a Citation may be obtained (including the form to be used, where it may be procured from, and the period in which a request must be made in order to be timely);
9. The name and signature of the Officer, and the signature of the Citee, if he or she is physically present and will sign the Citation at the time of its issuance. The refusal of a Citee to sign a citation shall not affect its validity or any related subsequent proceeding, nor shall signing a Citation constitute an admission that a person has committed a violation of the Code;
10. A statement that the failure to timely tender the fine(s) and other charges/ fees imposed pursuant to this Chapter may result in: (i) a civil action against Citee; (ii) the recordation of a lien or special assessment against the Citee's real property; and, (iii) the denial of any City approval, license, entitlement or permit to Citee until all delinquent monies are paid to the City; and,
11. Any other information deemed necessary by the City Manager.

Section 1.26.060 Service of Citation.

A. A Citation may be served either by personal delivery to the Citee or by first class mail through the United States Postal Service. The date of personal service shall constitute the issuance date of a Citation.

B. If served by first class mail, the Citation shall be sealed in an envelope with postage prepaid and addressed to the Citee at his or her last-known business or residence address as same appears in public records of the City, the Los Angeles County Tax Assessor's Office, and/or the Secretary of State. The date a Citation is deposited with the United States Postal Service shall: (i) constitute its issuance date, and (ii) the date that service by first class mail shall be deemed to have been completed.

C. If an agent, manager or representative of a Responsible Person is personally served with a citation, a copy thereof shall also be served by first class mail to the Responsible Person at his or her last-known business or residence address as

same appears in public records of the City, the Los Angeles County Tax Assessor's Office, and/or the Secretary of State. In such instances, the date a copy of the Citation is deposited with the U.S. Postal Service shall constitute the issuance date of a Citation.

D. If service cannot be accomplished personally or by mail for Citations involving a real property-related violation of the Code, the officer shall post the Citation on the real property where the violation is alleged to have occurred. The date of posting shall constitute the issuance date of a Citation.

E. Any notice or order given pursuant to any provision of this Chapter shall be served in the manner provided for in this section, unless otherwise stated.

F. Failure of a Citee to receive a Citation or notice shall not invalidate any fine, late penalty charge, action or proceeding that is imposed or brought pursuant to this Chapter, if service was given in a manner stated in this section.

Section 1.26.070 Imposition of Administrative Fines, Late Penalty and Interest Charges, as well as Re-Inspection Fees; Payment and Collection Thereof.

A. The amounts of the fines imposed pursuant to this Chapter shall be set forth in a schedule of fines established by resolution of the City Council. The City Council may, by resolution, also impose escalating fines in amounts it deems appropriate for repeat offenses of the same ordinance. The amounts of fines may be modified from time to time by a resolution of the City Council.

B. If a violation is otherwise classified as an infraction under the Code, the administrative fine shall not exceed \$100.00 for a first offense, \$200.00 for a second offense of the same Code provision within a twelve month period of time, and \$500.00 for a third or subsequent offense of the same Code provision within a twelve month period of time, as set forth in subdivision (b) of Section 25132 and subdivision (b) of Section 36900 of the California Government Code. The amounts of such fines may be modified from time to time by a resolution of the City Council provided they do not exceed the limits allowed by state law.

C. In addition to any fine imposed pursuant to this Chapter, a re-inspection fee shall be assessed against any Responsible Person in an amount established by resolution of the City Council if the Responsible Person does not timely and completely correct or abate a violation (with all requisite approvals, permits, entitlements, licenses, and/or inspections) after having received notification from the City to correct or abate same.

D. The due date for the City's receipt of an administrative fine and any applicable re-inspection fee shall be twenty (20) calendar days from the issuance date of a citation. Thereafter, a late penalty charge shall be due and owing for the unpaid

fine, as well as interest, as imposed by this Chapter.

E. Failure to pay an administrative fine by the due date shall result in the assessment of a late penalty charge. The late penalty charge shall be equal to one hundred percent (100%) of the total fine owed (excluding any re-inspection fee).

F. Failure to pay an administrative fine within sixty (60) days after the issuance of an uncontested administrative citation or, if contested, within sixty (60) days after an order to pay pursuant to a decision by a hearing officer or judicial officer confirming the fine, shall also result in the imposition of an interest charge at a rate established by resolution of the City Council. Interest shall not accrue on a late penalty charge or re-inspection fee. The rate of interest may be modified from time to time by resolution of the City Council.

G. Administrative fines, re-inspection fees, late penalty charges, and any interest due shall be paid to the City at such location or address as stated in the citation, or as may otherwise be designated by the City Manager.

H. Payment of an administrative fine shall not excuse or discharge a Citee from the duty to immediately abate a violation of the Code, nor from any other responsibility or legal consequences for a continuation or repeated occurrence(s) of a violation of the Code.

I. Abatement of a violation shall not excuse the obligation of a Citee to pay an administrative fine or any other charges, fees, or costs imposed as a result of the issuance of a citation.

J. Unpaid administrative fines and other charges, fees, or costs imposed in accordance with this Chapter shall constitute a debt that may be collected in any manner allowed by law, including, but not limited to: (i) the filing of a civil action in the Los Angeles Superior Court; and/or, (ii) the recordation of a lien with the Los Angeles County Recorder's Office against Citee-owned property that was the subject of the Citation in the manner set forth in Section 1.28.040 of the Code; and/or, (iii) by means of a special assessment against Citee-owned property that was the subject of the Citation in the manner set forth in Section 1.28.050 of the Code; and/or, (iv) by means of collecting the debt using the California Franchise Tax Board "Inter-Agency Offset Program" (pursuant to Section 12419.10 of the California Government Code); and/or, (v) by denying the issuance or renewal in the manner set forth in Section 1.26.080 of this Chapter, of any City approval, entitlement, license or permit to any Citee who has failed to tender all unpaid administrative fines, late penalty charges, interest charges, or re-inspection fees. The City shall be entitled to recover its attorney fees and costs arising from an action to collect an administrative fine and other charges, fees, or costs imposed in accordance with this Chapter, if it is the prevailing party and provided it made the election to seek attorney fees at the commencement of the action. A Citee shall be entitled to recover his or her attorney fees if the City made the election to seek attorney fees at the outset of the action and the Citee prevails thereon. The City Manager, or a designee thereof, may promulgate policies and procedures for the City's election to use one or more of the foregoing collection remedies.

Section 1.26.080 Right to an Administrative hearing; Waiver of Advance Deposit of Fine.

A. Any Citee may contest the violation(s), or that he or she is a Responsible Person, by filing a request for an administrative hearing on a City-approved form with the Office of the City Clerk – Covina City Hall, 125 E. College Street, Covina, CA 91723 and paying an appeal fee in an amount set by Council resolution within ten (10) calendar days after the issuance date of a citation. If the Office of the City Clerk does not receive the request and/or payment of the appeal fee in the required period, the Citee shall have waived the right to a hearing and the citation shall be deemed final.

B. A request for a hearing shall contain the following:

1. The citation number.
2. The name, address, telephone and any facsimile numbers, of each person contesting the citation.
3. A statement of the reason(s) why a citation is being contested.
4. The date and signature of the Citee(s).

C. [Reserved]

D. Requests for a hearing shall be accompanied by an advance deposit of the entire amount of the fine stated in the Citation. Failure to deposit a fine within the required period, or the tender of a non-negotiable check in the required period, shall render a request for an administrative hearing incomplete and untimely, in which case the Citee shall have waived the right to a hearing and the Citation shall be deemed final. Fines that are deposited with the City shall not accrue interest. Fines deposited shall be returned to the person tendering the fines in the event a Citation is overturned.

E. A Citee who is financially unable to deposit the administrative fine with his or her request for a hearing may complete a City-approved application form for an advance deposit hardship waiver (hereinafter, "Hardship Waiver"). This form and all required accompanying records shall be tendered, along with a request for a hearing, to the Office of the City Clerk – Covina City Hall, 125 E. College Street, Covina, CA 91723 within ten (10) calendar days from the issuance date of a Citation.

F. To be considered for a Hardship Waiver, the application form must be complete, signed, and must be accompanied by documents that enable the City to reasonably determine the Citee's present inability to deposit the fine. Documents suitable for consideration, may include, without limitation, accurate, complete and legible copies of state and federal income tax returns and all schedules for the preceding tax year; financial statements, loan applications, bank account records, income and expense records for twelve months preceding submittal of the waiver form,

as well as other documentation demonstrating the Citee's financial hardship. The City may, at its sole discretion, request additional documents in order to determine a Citee's financial ability to tender an advance deposit of the fine. Failure to submit sufficient evidence of a Citee's financial inability to tender an advance deposit of the fine shall result in a denial of the Hardship Waiver. The City may, at a time chosen in its sole discretion and after a Citation is final or confirmed, destroy or discard the documents submitted by a Citee for a Hardship Waiver without prior notice to the Citee.

G. Failure to submit a completed, signed Hardship Waiver form, along with sufficient records that support a claim of financial hardship, shall render the request for hearing incomplete and untimely. In this event, the Citee shall have waived the right to a hearing and the Citation shall be deemed final.

H. The City shall issue a written decision regarding the application for a Hardship Waiver. If the Hardship Waiver is denied, the written decision shall specify the reasons for not issuing the Hardship Waiver. This decision is final and non-appealable. The decision shall be served upon the person requesting the Hardship Waiver by first class mail.

1. Approval of a Hardship Waiver shall result in the City setting a hearing pursuant to Section 1.26.090 A. of this Chapter.

2. If the City determines that the Citee is not entitled to a Hardship Waiver, he or she shall tender the full amount of the administrative fine to the Office of the City Clerk within ten (10) calendar days of the date the decision is deposited with the U.S. Postal Service. In the event the City Clerk does not receive the full amount of the fine in the required period (i) the request for a hearing is rendered incomplete and untimely, (ii) the Citee shall have waived the right to a hearing and the Citation shall be deemed final, and (iii) a late penalty charge shall be imposed upon the administrative fine.

I. A timely request for a hearing shall not excuse a Citee from the duty to immediately abate a violation of the Code, nor from any other responsibility or legal consequences for a continuation or repeated occurrence(s) of a violation of the Code.

Section 1.26.090 Administrative Hearing – Procedures.

A. An administrative appeal hearing shall be scheduled and conducted within sixty (60) calendar days after the date a timely and complete request is received by the Office of the City Clerk. A Citee who files a request for an administrative hearing to contest a citation (hereafter “Appellant”) shall be notified in writing by first class mail of the date, time, and location of the hearing at least ten (10) calendar days prior to the date of the hearing. The failure of an Appellant to receive a properly addressed notice shall not invalidate the Citation or any hearing or City action or proceeding conducted pursuant to this Chapter.

B. At the place and time set forth in the notification of administrative hearing, the hearing officer shall hear and consider the testimony of the issuing officer, the Appellant(s), and/or their witnesses, as well as any documentary evidence presented by these persons concerning the violation(s) alleged in the Citation.

C. Administrative hearings are informal, and formal rules of evidence and discovery do not apply. The City bears the burden of proof to establish a violation and responsibility therefore by a preponderance of evidence. The issuance of an administrative citation shall constitute prima-facie evidence of the violation. The appellant(s), and Officer, if present, shall have an opportunity to present evidence and witnesses and to cross-examine witnesses. An Appellant and the Officer issuing the Citation may represent himself/herself/themselves or be represented by anyone of his/her/their choice. An Appellant may bring an interpreter to the hearing at the appellant’s sole expense. The City may, at its discretion, record the hearing by stenographer or court reporter, audio recording, or video recording. The hearing officer may question any person who presents evidence or who testifies at any hearing.

D. An Appellant may appear at the hearing in person or by written declaration executed under penalty of perjury. Said declaration and any documents in support thereof shall be tendered to and received by the Office of the City Clerk at least three (3) City business days prior to the hearing. If an appellant elects to appear at the hearing by written declaration, the Enforcement Officer who issued the Citation shall not be required to attend or participate at the hearing. If the appellant fails to attend the scheduled hearing, or to otherwise submit a written declaration in a timely manner, the hearing officer shall cancel the hearing and send a notice thereof to the appellant(s) by first class mail to the address (es) stated on the appeal form. A cancellation of a hearing due to non-appearance of the appellant shall constitute the appellant’s waiver of the right to appeal. In such instances, the Citation (and corresponding fine and other applicable fees) shall be deemed final.

E. Hearings may be continued once at the request of an Appellant or the Officer who issued the citation. The hearing officer may also continue the hearing for cause.

Section 1.26.100 Hearing Officer Decision; Right of Appeal Therefrom.

A. After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to uphold or overturn the Citation and shall state the reasons therefore. The City shall preserve all exhibits and evidence submitted at the hearing until all appeals have been exhausted. If the Citation is upheld and the violation has not been fully corrected as of the date of the hearing, the hearing officer shall order correction thereof in the decision and provide a deadline to complete said action(s). The decision of the hearing officer shall be final. If the Citation is upheld and the appellant did not deposit the fine at the time the appellant requested an administrative appeal hearing, the hearing officer shall also order the payment of the fine (and other applicable fees and costs) within twenty (20) calendar days of the decision.

B. The appellant(s) shall be served by first class mail with a copy of the hearing officer's written decision. The date the decision is deposited with the U.S. Postal Service shall constitute the date of its service. The failure of an appellant to receive a properly addressed decision shall not invalidate or any hearing, City action or proceeding conducted pursuant to this Chapter.

C. Decisions of the hearing officer are, in accordance with Government Code Section 53069.4(b), appealable to the superior court within twenty (20) days after the date of their service. Each decision shall contain a statement advising the appellant(s) of this appeal right and the procedures and court-filing fee for its exercise. An appellant shall serve a copy of the court filed Notice of Appeal on the Office of the City Clerk – Covina City Hall, 125 E. College Street, Covina, CA 91723 by personal service or first class mail within five (5) calendar days after filing the original thereof.

D. If a hearing officer's decision is not appealed in a timely manner, the decision shall be deemed confirmed.

E. The superior court is the sole reviewing authority and an appeal from a hearing officer's decision is not appealable to the City Council. If a Responsible Person prevails on appeal, the City shall reimburse his or her filing fee, as well as the fine deposit in accordance with the court judgment. These monies shall be mailed to the Responsible Person within forty-five (45) calendar days after the City's receipt of a notice of judgment or ruling from the superior court clerk.

Section 1.26.110 Denial of City Approvals, Entitlements, Licenses and Permits for Delinquent Administrative Citation Fines, Late Penalty and Interest Charges, as well as for Unpaid Re-Inspection Fees.

A. Cause to Deny Approvals, Entitlements, Licenses and Permits. The City may deny any City approval, entitlement, license, permit, or renewal thereof, due to the Citee's non-payment of all fines, late penalties and interest charges, as well as re-

inspection fees (hereafter, collectively, the "Debt") that are due in connection with an uncontested Citation, or with a final or confirmed Citation.

1. The City's election not to exercise this remedy and to alternatively issue an approval, entitlement, license, permit, or renewal thereof, does not constitute a satisfaction, discharge, or waiver of the Debt. The issuance of any approval, entitlement, license or permit does not bar the City from denying the issuance of a different City approval, entitlement, license, permit, or renewal thereof, nor the election to use any other remedy to collect the Debt.

B. Notice Denying an Approval Due to an Unpaid Debt. The Department charged with receiving an application for a City approval, license, permit or entitlement, or renewal thereof, may, within five business days after receiving an application, issue a written Notice of Denial to the Citee and to the applicant therefor (hereafter in this section, collectively, the "Citee"), stating that the application is denied for failure to pay the Debt (a summary accounting for which shall be included therein). The notice shall also contain information concerning the right to appeal the denial and the time period and manner in which to do so.

C. Service of Notice. The notice issued under this section shall be served by first class mail to the Citee. The date of its placement in a United States Postal Container shall be the date of service. Failure of the Citee to receive a properly addressed notice shall not invalidate any action under this section.

D. Appeal. Notwithstanding any other provisions of the Code, a Citee seeking to appeal a denial pursuant to this section (hereafter the "Appellant") may not challenge or contest the underlying basis for the issuance of the citation or citations that gave rise to the Debt. For any other reasons to appeal a denial pursuant to this Section, Appellant shall file a written notice of appeal with the Office of the City Clerk – Covina City Hall, 125 E. College Street, Covina, CA 91723 within ten (10) calendar days of the date of service of the Notice that contains the following information:

1. The full name, address and telephone number for each person filing the appeal.

2. The grounds for the appeal, including, if applicable, a completed or pending bankruptcy action whereby the Debt has been discharged, or is subject to discharge.

3. A copy of the Notice of Denial that was issued pursuant to this section.

Payment of a fee is not required for an appeal under this section. If the Office of the City Clerk does not receive a Notice of Appeal in the required period, the Appellant shall be deemed to have waived the right to appeal the denial. The appeal procedure in this section shall supersede all other appeal procedures in the Code.

The procedure outlined in this section shall be the only method of challenging a denial of a City approval, license, permit or entitlement, or renewal thereof, that was based solely on the City's contention that the Citee has an outstanding Debt.

E. Notice of Appeal Hearing. Upon receipt of a timely Notice of Appeal, the Office of the City Clerk shall issue a Notice of Hearing before the hearing officer, via first class mail to the appellant at the address shown in the application. An appeal hearing shall be set within sixty (60) calendar days of receipt of the Notice of Appeal.

1. The date the Notice of Hearing is deposited in a United States Postal Container shall constitute the date of service.

2. The notice shall include the date, time, and location of the hearing, which must be no sooner than ten (10) calendar days after the date of service of the Notice of Hearing.

3. The failure of an appellant to receive a properly addressed Notice of Hearing shall not invalidate any action under this section.

F. Administrative Appeal Hearing – Procedure.

1. At the place and time set forth in the Notice of Hearing, the hearing officer shall hear and consider the testimony of the appellant(s) and/or their witnesses, and of the representative, if present, of the Department that issued the denial of the application, as well as any documentary evidence presented by these persons concerning the denial of the application.

2. This administrative hearing is informal, and formal rules of evidence and discovery do not apply. The appellant bears the burden of proving he/she/it is not the Citee that owes the Debt, or that the entire Debt has been paid to the City, or that the Debt has been discharged in a bankruptcy action, or is subject to discharge in a pending bankruptcy action. The appellant(s), and Department representative, if present, shall have an opportunity to present evidence and witnesses and to cross-examine witnesses. An appellant may bring an interpreter to the hearing at the appellant's sole expense. The hearing officer may question any person who presents evidence or who testifies at any hearing.

3. Failure of the appellant, or a representative thereof, to attend the hearing, shall result in the hearing officer canceling the hearing and sending a notice thereof to the Appellant by first class mail to the address stated in the appeal form. A cancellation of a hearing due to non-appearance of the appellant shall constitute the appellant's waiver of the right to appeal. In such instances, the denial of the application shall be deemed final, without right of appeal to the City Council.

4. Hearings may be continued once at the request of the Appellant or the Department who issued the denial of application. The hearing officer may also continue the hearing for cause.

G. Decision of Hearing Officer; Notice Thereof.

1. The hearing officer shall consider the evidence and testimony in reaching a decision, but shall not consider testimony or evidence that constitutes a challenge to the underlying basis for the issuance of a Citation or Citations that gave rise to the Debt in rendering a decision.

2. The hearing officer shall affirm the denial of application if he or she determines the appellant is the Citee with regard to the unpaid Citation(s), and the entire Debt has not been paid to the City.

3. The hearing officer shall overrule the denial of application if he or she determines: (i) the appellant is not the Citee with regard to the unpaid Citation(s); or, (ii) the entire Debt has been paid to the City; or, (iii) the Debt has been discharged, or is subject to discharge in a pending bankruptcy action, as established with satisfactory evidence of the Appellant at the appeal hearing.

4. The Appellant shall be served by first class mail with a copy of the hearing officer's written decision.

5. The decision shall be deemed final, without right of appeal to the City Council.

A decision by a hearing officer to grant an appeal (i.e., to overturn the denial of a City approval, entitlement, license, permit, or renewal thereof) on any basis other than the Debt having been paid or otherwise discharged by a bankruptcy does not constitute a satisfaction, discharge, or waiver of the Debt, nor does such a decision bar the City from denying the issuance of a different City approval, entitlement, license, permit, or renewal thereof, nor the election to use any other remedy to collect the Debt.

H. Effect on Existing Approvals, Entitlements, Licenses and Permits Pending Appeal. When the holder of a City approval, entitlement, license, or permit is notified in accordance with Section 1.26.110 B. that such approval, entitlement, license or permit will not be renewed unless a Debt is paid, the approval, entitlement, license or permit shall remain in effect during the pendency of the appeal process described in Section Sections 1.26.110 F. and G. When an approval, entitlement, license or permit is found to be eligible for renewal, through the appeal process, it shall remain in effect until the renewal is issued. When an approval, entitlement, license or permit is found to be ineligible for renewal, through the appeal process, it shall expire at such time as the holder has exhausted or failed to exhaust the appeal procedures described in this Section.

Section 1.26.120 Penalties.

Failure of a Citee to comply with a corrective action within the time stated in any uncontested citation, or with regard to a correction order in any hearing officer decision that is deemed confirmed and not appealed to the superior court, or with regard to a correction order appealed to and upheld by the superior court, shall constitute a misdemeanor. A Citee's willful non-payment of administrative fines, late penalty charges, interest charges or re-inspection fees shall constitute a misdemeanor."

SECTION 3: If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have adopted this ordinance, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases, or portions be declared invalid or unconstitutional.

SECTION 4: The City Clerk, or her duly appointed deputy, shall attest to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this ordinance, the ordinance, or a summary of the ordinance, along with the names of the City Council members voting for and against the ordinance, shall be published in a newspaper of general circulation in the City of Covina.

SECTION 5: This ordinance shall take effect thirty (30) days after its adoption.

SECTION 6: The City Council finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SIGNED AND APPROVED this _____ day of _____, 2013.

KEVIN STAPLETON, MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

I HEREBY CERTIFY that the above and foregoing ordinance was duly passed and adopted by the Covina City Council at its regular meeting held on the _____ day of _____, 2013, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: December 18, 2012

ITEM NO.: NB 2

STAFF SOURCE: Kalieh Honish, Interim Director of Public Works *off*
Chief Kim Raney, Covina Police Department
Captain David Povero, Covina Police Department
Alex Gonzalez, Assistant Director of Public Works

ITEM TITLE: Consider Ordinance No. 12-2016 Adopting Revised and New Regulations for Chapter 1.28 (“Enforcement”) of Title 1 (“General Provisions”) of the Covina Municipal Code

STAFF RECOMMENDATION

1. Introduce and waive further reading of **Ordinance No. 12-2016**, adopting revised and new regulations for Chapter 1.28 (“Enforcement”) of Title 1 (“General Provisions”) of the Covina Municipal Code; and
2. Schedule second reading and consideration of adoption of Ordinance No. 12-2016 for the regular City Council meeting of January 15, 2013.

FISCAL IMPACT

All code enforcement citation fine revenues are directed to the Community Improvement Fund (2188-4200) because property compliance, not revenue generation, is the purpose of code enforcement operations. Citation fine revenues may only be used to fund code enforcement operations that result in improvements to the community, such as the cost of property abatements and community cleanups, as well as the costs of achieving code enforcement compliance that cannot be recovered by the City. Therefore, the revision of Chapter 1.26 is intended to have no effect on the City’s General Fund.

BACKGROUND

As noted in the October 2, 2012 special meeting of the Covina City Council related to field operations for Code Enforcement and Police, there has been a substantial increase (+352% from 2006 to 2011) in property inspections related to code enforcement cases. This caseload increase, which accompanied the 2008 economic downturn and the foreclosure crises, led to a streamlining of operations to focus on the most egregious violations while attempting to simplify the processing of minor infractions. Protecting the health, welfare and safety of the general public under the current provisions of the Municipal Code was shown to be problematic when dealing with absentee land owners and foreclosed properties with existing staff resources under increased caseloads, so the City Prosecutor was enlisted to review Chapters 1.26, 1.28, 8.40 and 17.59. The proposed ordinance has been developed to address the concerns of staff, clarify enforcement, and improve processes for properties that are in violation.

As drafted, the proposed revision of Chapter 1.28 would address the following issues:

- This ordinance proposes to maintain much of what is currently in the Municipal Code for Chapter 1.28 with minimal changes to improve clarity and efficiency, as well as to provide staff procedures and guidance to properly complete liens and special assessments;
- Section 1.28.030 has been revised to reflect the most recent rendition of an attorney fee clause that is consistent with judicial decisions;
- Sections 1.28.040 and 1.28.050 are new, and are to be teamed with in-house staff training to ensure that lien and assessment procedures are legal and appropriate. State statutes vary in the required period before imposing a lien or assessment, therefore the longest period (45 days) is proposed for all liens and special assessments. This way, the need for City staff to determine the appropriate time period for each separate instance where the City wishes to record a lien or special assessment is eliminated;
- Sections 1.28.040 and 1.28.050 will control how the City records a lien or special assessment for unpaid administrative fines, late penalty charges and interest, as well as for unpaid re-inspection fees (see Chapter 1.26, Section 1.26.070(J));
- Note that “nuisance abatement liens” and “nuisance abatement special assessments” will have their own (very similar) procedures in the new Public Nuisance Ordinance (Chapter 8.40) and will also be teamed with in-house staff training, and
- Liens and assessments may also be used to collect unpaid code enforcement fees pursuant to Section 1.28.020 (F).

An overview of the changes to Chapters 1.26, 1.28 and 8.40 were previously presented to the City Council at a public workshop on October 2, 2012 by the Police and Public Works Departments, as a potential tool for City Officials, especially for Code Enforcement field operations, to maintain community safety standards. Since that time, the City Attorney’s Office and the City Prosecutor have reviewed the changes to all three Chapters and added certain provisions to ensure the ordinance’s compliance with recent case law. This item is now introduced as directed by the Covina City Council at the public workshop of October 2, 2012, as well as the Strategic Planning session of October 25, 2012.

RELEVANCE TO THE STRATEGIC PLAN

On October 25, 2012 the City held a Strategic Planning session which directed staff to return to Council with revisions to the Municipal Code in order to enhance Code Enforcement efforts, under the goal of improving safety and quality of life in Covina.

EXHIBITS

A. Ordinance No. 12-2016

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

ORDINANCE NO. 12-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA ADOPTING REVISED AND NEW REGULATIONS FOR CHAPTER 1.28 (“ENFORCEMENT”) OF TITLE 1 (“GENERAL PROVISIONS”) OF THE COVINA MUNICIPAL CODE

WHEREAS, the City Council of Covina desires to revise existing regulations in this chapter in order to remain consistent with applicable state statutes and judicial decisions, and to add new regulations pertaining to uniform lien procedures and uniform assessment procedures.

WHEREAS, California Health and Safety Code Section 17951(a) authorizes the City to prescribe fees to defray its costs of enforcement of State Housing Law regulations that relate to apartment houses, hotels, motels, and dwellings, and buildings and structures accessory thereto, as well as with regard to the premises they are located on.

WHEREAS, California Government Code Section 54988(a)(1) authorizes the City to collect fees, costs or charges for all types of structures and premises with regard to: (i) correction of violations of the Code that would also be violations of California Civil Code section 1941.1 (with regard to untenable dwellings); (ii) enforcement of zoning ordinances adopted pursuant to Chapter 4 (commencing with Section 65800) of Division 1 of Title 7 of the Government Code or any other constitutional or statutory authority (iii) inspections and abatement of violations of Article 1 (commencing with Section 13100) of Chapter 1 of Part 2 of Division 12 of the Health and Safety Code and regulations or ordinances adopted pursuant to that article; (iv) inspections and abatement of violations of the State Housing Law and regulations or ordinances adopted pursuant to that part; (v) inspections and abatement of violations of the California Building Standards Code (Title 24 of the California Code of Regulations); and (vi) inspections and abatement related to local ordinances and regulations that implement any of the foregoing.

WHEREAS, several State statutes, including, but not limited to California Government Code Sections 38773.1, 38773.2, 38773.5, 38773.6, and 54988, either explicitly or impliedly authorize local jurisdictions to enact procedures by ordinance to collect fees, costs, and penalties either by means of a lien or a special assessment.

WHEREAS, the City Council of Covina desires to establish procedures to collect fees, costs or charges that are authorized by state statutes or as otherwise allowed pursuant to the City's police powers.

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

SECTION 1: Section 1.28.020 ("Recovery of code enforcement fees on residential properties") of Chapter 1.28 ("Enforcement") of Title 1 ("General Provisions") of the Covina Municipal Code is hereby amended to read as follows:

"1.28.020 Recovery of code enforcement fees on residential properties.

The City Council finds and declares as follows:

A. Pursuant to California Government Code Section 54988 and California Health and Safety Code Section 17951 (and any successor statutes thereto), the Covina Building Code, and any other applicable local, State, or Federal law, as well as by the City's police powers as authorized by the California Constitution, responsible persons, who cause, allow, permit, suffer, or maintain a violation in, or upon, residential properties any real property located within the City, shall be charged fees (hereafter "code enforcement fees") by the City to defray its costs of code enforcement actions. Such fees shall not exceed the amount reasonably required to achieve this objective and are chargeable whether the city's code enforcement actions occur in the absence of formal administrative or judicial proceedings, as well as prior to, during, or subsequent to, the initiation of such proceedings.

1. As used herein, "responsible person" means and includes any person that causes, creates, allows, permits, suffers, or maintains a public nuisance to exist or continue within the City, by any act or the omission of any act or duty, including, but not limited to, any person having legal title to, or who leases, rents, occupies or has charge, control or possession of, any real property in the city, including all persons shown as owners on the last equalized assessment roll of the Los Angeles County assessor's office. A responsible person shall also include, but shall not be limited to, employees, principals, joint venturers, officers, agents, and/or other persons acting in concert with, or at the direction of, and/or with the knowledge and/or consent of the owner and/or occupant of the lot, building or structure on, or in which, a public nuisance or violation exists or existed, as well as any persons with powers of attorney, executors of estates, trustees, or who are court-appointed administrators, conservators, guardians or receivers. "Responsible person" with regard to personal property shall be any person who has legal title, charge, control, or possession of such property. The actions or inactions of a responsible person's agent, employee, representative or contractor may be attributed to that responsible person.

2. ~~As used herein, "residential properties" mean and include all structures and premises that are regulated by the California State Housing Law (California Health and Safety Code, Division 13, Part 1.5, Section 17910 et seq.) and any future amendments thereto, as well as all dwellings, residences and premises upon which they are located that are regulated by CMG Title 17, Zoning, and other provisions of the Covina Municipal Code. "Public nuisance" or "nuisance" means anything which is, or likely to become, injurious or detrimental to health, safety or welfare, or is offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, or that unlawfully obstructs the free passage~~

or use, in the customary manner, of any sidewalk, public park, square, street or highway. Any condition, use, or activity that violates or is otherwise contrary to any provision of this Code or any approval, license, permit, or other entitlement issued pursuant to or in accordance with this Code, or that violates or is contrary to any applicable County, State, or Federal law or regulation shall also constitute a public nuisance.

3. As used herein, "violation" means and includes any prohibited activity, condition, or use on land or in connection with a building or a structure that is caused, allowed to exist, or maintained (whether due to an affirmative act, inaction, or omission) by a responsible person in disregard of, or nonconformity with, any other provision, regulation, prohibition, or requirement of the Covina Municipal Code, or any applicable county, state, or federal laws or regulations. Any such violation shall also constitute an unlawful public nuisance for each and every day or part thereof, during which it is allowed, committed, continued, maintained or permitted by a responsible person.

4. As used herein, "code enforcement fees" shall mean fees imposed by the city to defray its costs of code enforcement actions, pursuant to California Government Code Section 54988 and California Health and Safety Code Section 17951 (and any successor statutes thereto), the Covina Building Code, and any other applicable local, State, or Federal law, as well as by the City's police powers as authorized by the California Constitution, including, but not limited to, the time and other resources of public officials and city consultants expended by them in identifying, inspecting, investigating, seeking or causing the abatement of a violation at a real residential property. Examples of code enforcement actions include, but are not limited to, site inspections, drafting reports, taking photographs, procuring other evidence, engaging in meetings with other officials of the city or other agencies, engaging in conferences and communications with responsible persons, their agents or representatives, concerning a violation, as well as with attorneys for the city at any time, and appearances before judicial officers or reviewing authorities during the commencement or pendency of a judicial or administrative hearing. The time and resources that public officials and city consultants further expend to confirm that a residential real property remains free of a violation while a responsible person is on probation to a court or when a matter concerning a property remains pending before a reviewing authority in an administrative action, shall also constitute code enforcement actions.

B. The amount(s) or rate(s) of code enforcement fees for city personnel time and other resources that are used for code enforcement actions shall be established, and may thereafter be amended, by resolution of the city council.

C. The city manager, or a designee thereof, is authorized to adopt regulations for the uniform imposition of code enforcement fees, and for related administrative actions pertaining to such fees.

D. The fees imposed pursuant to this section shall be in addition to any other

finances, fees, interest or charges that responsible persons may owe in accordance with any other provision of the Covina Municipal Code, or which are imposed pursuant to county, state or federal laws or regulations.

E. Code enforcement fees shall be recoverable in conjunction with any civil, administrative or criminal action to abate, cause the abatement or cessation of, or otherwise remove a violation as defined in this section.

1. In every instance where an owner or other responsible person is required to obtain a permit, approval, license or entitlement under any provision of the Covina Municipal Code in connection with the abatement of a violation, the city may condition the issuance of said permit, approval, license or entitlement on the prior payment of all code enforcement fees.

F. Unpaid code enforcement fees shall constitute a debt that is collectible in any manner allowed by law, including, but not limited to: (i) the filing of a civil action in the Los Angeles Superior Court; and/or, (ii) the recordation of a lien with the Los Angeles County Recorder's Office provided the responsible person has a legal interest in the property on which the violation was located; and/or, (iii) by means of a special assessment provided the responsible person has a legal interest in the property on which the violation was located; and/or, (iv) by means of collecting the debt using the California Franchise Tax Board "Inter-Agency Offset Program" (pursuant to Section 12419.10 of the California Government Code); and/or, (v) by denying the issuance or renewal, pursuant to Section 1.26.110 of the Code, of any City approval license, entitlement, permit to any responsible person who has failed to pay code enforcement fees that are imposed pursuant to this section. The remedies may be concurrently used to collect unpaid code enforcement fees."

SECTION 2: Section 1.28.030 ("Recovery of attorney's fees") of Chapter 1.28 ("Enforcement") of Title 1 ("General Provisions") of the Covina Municipal Code is hereby amended to read as follows:

"1.28.030 Recovery of attorney's fees.

A. A prevailing party in any ~~administrative, civil or equitable~~ judicial action, administrative proceeding, or special proceeding to abate, or cause the abatement of a violation of this code or any public nuisance, or in any appeal or other judicial action arising therefrom, ~~may~~ shall be entitled to recover reasonable attorney's fees. Attorney's fees are not recoverable by any person as a prevailing party unless the city manager, or a designee thereof, or an attorney for, and on behalf of, the city, elects in writing to seek recovery of the city's attorney's fees at the initiation of that individual action or proceeding. Failure to make such an election precludes any entitlement to, or award of, attorney's fees in favor of any person or the city.

~~2. The city is the prevailing party when an administrative or judicial determination is made or affirmed by which a person is found to be responsible for one~~

~~or more activities, conditions or uses that constitute a violation or a public nuisance. A person is the prevailing party only when a final administrative or judicial determination completely absolves that person of responsibility for all activities, conditions or uses that were alleged, in that action or proceeding, to constitute a violation or a public nuisance. An administrative or judicial determination that results in mixed findings of both responsibility and nonresponsibility on the part of a person for activities, conditions or uses that were alleged in that action or proceeding to constitute a violation or public nuisance, shall nevertheless result in the city being the prevailing party.~~

B. Provided that the city has made an election to seek attorney's fees, an award of attorney's fees to a person shall not exceed the amount of reasonable attorney's fees incurred by the city in that action or proceeding.

C. Unpaid attorney's fees shall constitute a debt that is collectible in any manner allowed by law."

SECTION 3: A new Section 1.28.040 ("Uniform lien procedures") of Chapter 1.28 ("Enforcement") of Title 1 ("General Provisions") of the Covina Municipal Code is hereby added to read as follows:

"1.28.040 Uniform lien procedures.

A. Unless a different procedure is authorized elsewhere in this Code, where the Code authorizes the City to record a lien for any unpaid fee, cost, charge, or other monies, the following procedures shall apply:

1. A lien may be recorded upon real property that is the subject of enforcement activity if the fine, fee, cost, charge, or other monies resulting from said enforcement activity is not paid within forty-five (45) calendar days of written notice thereof.

a) Said notice must have advised the owner(s) of the subject property in plain language of the City's intent to record a lien if the fine, fee, cost, charge, or other monies was not paid within forty-five (45) calendar days, the amount of the proposed lien, a description of the basis for the amount(s) comprising the lien, and an opportunity to appear before the City Council (or designee thereof) and to be heard regarding the amount of the proposed lien.

b) Where the City Council designates another hearing body should the property owner(s) exercise his/her/their right to be heard, the hearing body shall make a written recommendation to the City Council that shall include factual findings based on evidence introduced at the hearing. The City Council may adopt the recommendation without further notice of hearing, or may set the matter for a de novo hearing before the City Council. Notice in writing of the de novo hearing shall be provided to the property owner(s) at least ten (10) calendar days in advance of the scheduled hearing.

2. The lien shall be recorded in the Los Angeles County Recorder's Office and from the date of recording shall have the force, effect, and priority of a judgment lien.

3. A lien authorized by this section shall specify the amount of the lien for the City, the name of the City department or division on whose behalf the lien is imposed, the date upon which the lien was created, the street address, legal description and assessor's parcel number of the parcel on which the lien is imposed, and the name and address of the recorded owner of the parcel.

4. In the event that the lien is discharged, released, or satisfied, either through payment or foreclosure, notice of the discharge containing the information specified in Subsection (3) shall be recorded by the City. A lien and the release of the lien shall be indexed in the grantor-grantee index.

5. A lien may be foreclosed by an action brought by the City for a money judgment.

6. The City may recover from the property owner any costs incurred regarding the processing and recording of the lien, providing notice to the property owner as part of its foreclosure action to enforce the lien, and of pursuing a foreclosure action to enforce the lien."

SECTION 4: A new Section 1.28.050 ("Uniform special assessment procedures") of Chapter 1.28 ("Enforcement") of Title 1 ("General Provisions") of the Covina Municipal Code is hereby added to read as follows:

"1.28.050 Uniform special assessment procedures.

A. Unless a different procedure is authorized elsewhere in this Code, where the Code authorizes the City to impose a special assessment for any unpaid fee, cost, charge, or other monies, the following procedures shall apply:

1. A special assessment may be imposed upon real property that is the subject of enforcement activity if the fine, fee, cost, charge, or other monies resulting from said enforcement activity is not paid within forty-five (45) calendar days of written notice thereof.

a) Said notice must have advised the owner(s) of the subject property in plain language of the City's intent to impose a special assessment if the fine, fee, cost, charge, or other monies was not paid within forty-five (45) calendar days, the amount of the proposed assessment, a description of the basis for the amount(s) comprising the assessment, and an opportunity to appear before the City Council (or designee thereof) and to be heard regarding the amount of the proposed assessment.

b) Where the City Council designates another hearing body should the property owner(s) exercise his/her/their right to be heard, the hearing body shall make a written recommendation to the City Council that shall include factual findings based on evidence introduced at the hearing. The City Council may adopt the recommendation without further notice of hearing, or may set the matter for a de novo hearing before the City Council. Notice in writing of the de novo hearing shall be provided to the property owner(s) at least ten (10) calendar days in advance of the scheduled hearing.

2. The special assessment may be collected at the same time and in the same manner as property taxes are collected. All laws applicable to the levy, collection, and enforcement of ad valorem taxes shall be applicable to the special assessment, except that if any real property to which the assessment would attach has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bonafide encumbrancer for value has been created and attaches thereon, prior to the date on which the first installment of taxes would become delinquent, then the assessment that would otherwise be imposed by this section shall not attach to the real property and instead shall be transferred to the unsecured roll for collection.

3. A Notice of Special Assessment shall be sent to the owner(s) of the subject real property by certified mail at the time the assessment is imposed which shall contain the following recitals:

The property may be sold after three years by the tax collector for unpaid delinquent assessments. The tax collector's power of sale shall not be affected by the failure of the property owner to receive notice. The assessment may be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to the special assessment.

4. The City Attorney or City Prosecutor shall establish the Notice of Special Assessment form for use, or consideration by, the tax collector for the City in collecting a special assessment.

5. The Notice of Special Assessment shall also be entitled to recordation with the Los Angeles County Recorder's Office.

6. It shall be the duty of the City Manager (or designee thereof) to add the amounts of the assessment, or assessments, to the next regular bills for taxes levied against the respective real property in accordance with the policies and procedures established by the Los Angeles County Department of Auditor-Controller.

7. The amount of a Special Assessment shall also constitute a personal obligation of the owners the subject property."

SECTION 5: The City Clerk, or her duly appointed deputy, shall attest to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this ordinance, the ordinance, or a summary of the ordinance, along with the names of the City Council members voting for and against the ordinance, shall be published in a newspaper of general circulation in the City of Covina.

SECTION 6: If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have adopted this ordinance, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases, or portions be declared invalid or unconstitutional.

SECTION 7: This ordinance shall take effect thirty (30) days after its adoption.

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.

SIGNED AND APPROVED this _____ day of _____, 2013.

KEVIN STAPLETON, MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

I HEREBY CERTIFY that the above and foregoing ordinance was duly passed and adopted by the Covina City Council at its regular meeting held on the _____ day of _____, 2013, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: December 18, 2012

ITEM NO.: NB 3

STAFF SOURCE: Kalieh Honish, Interim Director of Public Works *AKH*
Chief Kim Raney, Covina Police Department
Captain David Povero, Covina Police Department
Alex Gonzalez, Assistant Director of Public Works

ITEM TITLE: Consider Ordinance No. 12-2017 Modifying and Enhancing Regulations Relating to Public Nuisances by Repealing Chapter 8.40 (“Abatement of Real Property Nuisances”) and Adopting a New Chapter 8.40 (“Public Nuisances”) in Title 8 (“Health and Safety”) of the Covina Municipal Code

STAFF RECOMMENDATION

1. Introduce and waive further reading of **Ordinance No. 12-2017**, modifying and enhancing regulations relating to public nuisances by repealing Chapter 8.40 (“Abatement of Real Property Nuisances”) and adopting a new Chapter 8.40 (“Public Nuisances”) in Title 8 (“Health and Safety”) of the Covina Municipal Code; and
2. Schedule second reading and consideration of adoption of Ordinance No. 12-2017 for the regular City Council meeting of January 15, 2013.

FISCAL IMPACT

All code enforcement citation fine revenues are directed to the Community Improvement Fund (2188-4200) because property compliance, not revenue generation, is the purpose of code enforcement operations. Citation fine revenues may only be used to fund code enforcement operations that result in improvements to the community, such as the cost of property abatements and community cleanups, as well as the costs of achieving code enforcement compliance that cannot be recovered by the City. Therefore, the revision of Chapter 1.26 is intended to have no effect on the City’s General Fund.

BACKGROUND

As noted in the October 2, 2012 special meeting of the Covina City Council related to field operations for Code Enforcement and Police, there has been a substantial increase (+352% from 2006 to 2011) in property inspections related to code enforcement cases. This caseload increase, which accompanied the 2008 economic downturn and the foreclosure crises, led to a streamlining of operations to focus on the most egregious violations while attempting to simplify the processing of minor infractions. Protecting the health, welfare and safety of the general public under the current provisions of the Municipal Code was shown to be problematic when dealing

with absentee land owners and foreclosed properties with existing staff resources under increased caseloads, so the City Prosecutor was enlisted to review Chapters 1.26, 1.28, 8.40 and 17.59. The proposed ordinance has been developed to address the concerns of staff, clarify enforcement, and improve processes for properties that are in violation.

As drafted, the proposed revision of Chapter 8.40 would address the following issues:

- This ordinance proposes to consolidate all nuisance regulations in Chapter 8.40, with the forthcoming proposed repeal of Chapter 17.59. Because it would amend the Zoning Code, the repeal of Chapter 17.59 will move to the Planning Commission in January 2013 for its recommendation and is scheduled to be placed before the Covina City Council in February 2013;
- The new Chapter 8.40 is very comprehensive and incorporates current best practices. It is intended to promote the effective use of the administrative citation remedy, abatement of nuisances by City personnel using administrative remedies, the criminal remedy, and the civil/injunctive remedy – while still ensuring due process to any responsible party;
- Some provisions (e.g. Section 8.40.030E) are intentionally broad to give the City the ability to address many different problem properties, as in the case of dance halls, nightclubs, arcades and bars, to name a few;
- This new chapter does not retain satellite dishes, as the City's ability to regulate them is limited by Federal regulations;
- The new Chapter 8.40 provides the authorization and process for ordering a building or structure to be vacated. However, the decision to vacate a structure is limited to being made by the Building Official, Fire Chief, or Health Official. Although there are other statutory authorities for such action, it is reasonable to have such regulations contained within this Chapter to consolidate proceedings. The authority to vacate a structure under this chapter will be concurrent with other statutory authority, and
- The recovery of code enforcement fees and attorney's fees are not included in Chapter 8.40, as such provisions have been included in Chapter 1.28.

An overview of the changes to Chapters 1.26, 1.28 and 8.40 were previously presented to the City Council at a public workshop on October 2, 2012 by the Police and Public Works Departments, as a potential tool for City Officials, especially for Code Enforcement field operations, to maintain community safety standards. Since that time, the City Attorney's Office and the City Prosecutor have reviewed the changes to all three Chapters and added certain provisions to ensure the ordinance's compliance with recent case law. This item is now introduced as directed by the Covina City Council at the public workshop of October 2, 2012, as well as the Strategic Planning session of October 25, 2012.

RELEVANCE TO THE STRATEGIC PLAN

On October 25, 2012 the City held a Strategic Planning session which directed staff to return to Council with revisions to the Municipal Code in order to enhance Code Enforcement efforts, under the goal of improving safety and quality of life in Covina.

EXHIBITS

A. Ordinance No. 12-2017

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

**CITY OF COVINA
ORDINANCE NO. 12-2017**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA
MODIFYING AND ENHANCING REGULATIONS RELATING TO PUBLIC
NUISANCES BY REPEALING CHAPTER 8.40 (“ABATEMENT OF REAL PROPERTY
NUISANCES”) AND ADOPTING A NEW CHAPTER 8.40 (“PUBLIC NUISANCES”) IN
TITLE 8 (“HEALTH AND SAFETY”) OF THE COVINA MUNICIPAL CODE**

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

WHEREAS, California Government Code section 38771 provides that legislative bodies of Cities may declare what constitutes a nuisance; and,

WHEREAS, California Government Code section 38772 et seq. further provides that legislative bodies of Cities may also provide for the summary abatement of any nuisance at the expense of the persons creating, causing, committing, or maintaining the nuisance, and by ordinance may make the expense of abatement of nuisances a lien against the property on which the nuisance is maintained and a personal obligation against the property owner; and,

WHEREAS, the City Council finds that nuisance conditions are offensive and/or annoying to the senses, detrimental to property values and community appearance, an obstruction or interference with the comfortable enjoyment of adjacent properties or premises (both public and private), and/or are hazardous or injurious to the health, safety, and/or welfare of the general public; and,

WHEREAS, it is the City Council’s desire to develop and utilize regulations that will promote the sound maintenance of real property and enhance the appearance, habitability, occupancy, use, and safety of all structures and premises in the City; and,

WHEREAS, the City Council wishes to revise the administrative procedures for the City’s use, upon its election, to correct or abate nuisance conditions on real properties throughout the City, while still protecting the responsible parties’ right to due process under the law.

WHEREAS, the City currently has procedures for the identification, investigation, and abatement of “real property nuisances” within the City’s “Health & Safety” and “Zoning” titles of the Municipal Code, and the City Council wishes to consolidate such regulations.

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

SECTION 1: Chapter 8.40 (“Abatement of Real Property Nuisances”) of Title 8 (“Health and Safety”) of the Covina Municipal Code is hereby repealed and deleted in its entirety; however, that such repeal shall not affect or excuse any violation of said Chapter that occurred prior to the effective date of this Ordinance, nor shall such repeal impede, deter, impact, or negate any administrative, civil, or criminal enforcement of any violation of said Chapter that occurred prior to the effective date of this Ordinance.

SECTION 2: A new Chapter 8.40 (“Public Nuisances”) is hereby added to Title 8 (“Health and Safety”) of the Covina Municipal Code to read as follows:

**"Chapter 8.40
PUBLIC NUISANCES**

- Sections:
- 8.40.010 Findings, Purpose, and Intent.
 - 8.40.020 Definitions.
 - 8.40.030 Prohibited Public Nuisance Conditions.
 - 8.40.040 Penalty.
 - 8.40.050 Abatement of Public Nuisances.
 - 8.40.060 Continuing Obligation of Responsible Persons to Abatement a Public Nuisance.
 - 8.40.070 Notice of Public Nuisance and Intention to Abate with City Personnel.
 - 8.40.080 Additional Requirements for Demolition of Buildings or Structures.
 - 8.40.090 Notice and Order to Vacate Buildings or Structures.
 - 8.40.100 Sample Notice of Abatement.
 - 8.40.110 Service of Notice.
 - 8.04.120 Right of Appeal from a Notice of Abatement.
 - 8.04.130 Consequence of an Untimely Appeal.
 - 8.40.140 Abatement by Responsible Person Prior to Hearing.
 - 8.40.150 Review by Hearing Officer.
 - 8.40.160 Decision of Hearing Officer; Order of Abatement.
 - 8.40.170 Abatement of Nuisance by Responsible Persons Prior to City Abatement Actions.
 - 8.40.180 Emergency Action to Abate an Imminent Hazard.
 - 8.40.190 Combination of Notices.
 - 8.40.200 Establishment of Costs of Abatement.
 - 8.40.210 Collection of Abatement Costs by Special Assessment.
 - 8.40.220 Collection of Costs of Abatement by Nuisance Abatement Lien.
 - 8.40.230 Treble the Costs of Abatement.
 - 8.40.240 Violations and Penalties.
 - 8.40.250 Recordation of Substandard Notice.
 - 8.40.260 Applicability of Other Laws.
 - 8.40.270 Severability.

Part 1 – Nuisances Enumerated

8.40.010 Findings, Purpose, and Intent.

A. Findings. The City Council finds and declares as follows:

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

2. California Government Code section 38771 provides that legislative bodies of cities may declare what constitutes a nuisance.

3. California Government Code section 38772 et seq. further provides that legislative bodies of cities may also provide for the summary abatement of any nuisance at the expense of the persons creating, causing, committing, or maintaining it, and by ordinance may make the expense of abatement of nuisances a lien against the property on which the nuisance is maintained and a personal obligation against the property owner.

4. Nuisance conditions are offensive or annoying to the senses, detrimental to property values and community appearance, an obstruction or interference with the comfortable enjoyment of adjacent properties or premises (both public and private), and/or are hazardous or injurious to the health, safety, or welfare of the general public.

B. Purpose and Intent.

The purpose and intent of this Chapter are as follows:

1. To define as public nuisances and violations those conditions and uses of land that are offensive or annoying to the senses, detrimental to property values and community appearance, an obstruction or interference with the comfortable enjoyment of adjacent properties or premises (both public and private), and/or are hazardous or injurious to the health, safety, or welfare of the general public.

2. To develop regulations that will promote the sound maintenance of property and enhance of conditions of appearance, habitability, occupancy, use and safety of all structures and premises in the City.

3. To establish administrative procedures for the City's use, upon its election, to, correct or abate violations of this Chapter on real property throughout the City.

4. This Chapter is not intended to be applied, construed or given effect in a manner that imposes upon the City, or upon any officer or employee thereof, any duty towards persons or property within the City or outside of the City that creates a basis for civil liability for damages, except as otherwise imposed by law.

8.40.020 Definitions.

As used in Chapter, the following definitions shall apply. For purposes of this Chapter, these definitions shall supersede any other definitions of the same terms elsewhere in this Code.

A. "Abandoned structure" shall mean real property, or any building or structure thereon, that is vacant and is maintained in an uninhabitable condition or a condition of disrepair or deterioration as evidenced by the existence of public nuisances therein, or that is vacant and under a current notice of default and/or notice of trustee's sale, pending tax assessor's lien sale, or that is vacant and has been the subject of a foreclosure sale where title was retained by the beneficiary of a deed of trust involved in the foreclosure. Factors that may also be considered in a determination of an abandoned structure include, without limitation: present operability and functional utility; the presence of non-functional, broken or missing doors or windows, such that entry therein by unauthorized persons is not deterred; the existence of real property tax delinquencies for the land upon which the structure is located; age and degree of obsolescence of the structure, and the cost of rehabilitation or repair versus its market value.

B. "Abandoned personal property" shall mean and refers to any item, object, thing, material or substance that, by its condition of damage, deterioration, disrepair, nonuse, obsolescence or location on public real property or on private real property, causes a reasonable person to conclude that the owner has permanently relinquished all right, title, claim and possession thereto, or that the object, thing, material or substance cannot be used for its intended or designed purpose. Abandoned personal property may include junk and vehicles.

C. "Abatement costs" shall mean all costs, fees, and expenses, incidental or otherwise, incurred by the City in investigating and abating a public nuisance.

D. "Attractive nuisance" shall mean any condition, device, equipment, instrument, item or machine that is unsafe, unprotected and may prove detrimental to minors whether in a structure or in outdoor areas of developed or undeveloped real property. This includes, without limitation, any abandoned or open and accessible wells, shafts, basements or excavations; any abandoned refrigerators and abandoned or inoperable motor vehicles; any structurally unsound fences or structures; or, any lumber, trash, fences, debris or vegetation which may prove hazardous or dangerous to inquisitive minors. An attractive nuisance shall also include pools, standing water or excavations containing water, that are unfenced or otherwise lack an adequate barrier thereby creating a risk of drowning, or which are hazardous or unsafe due to the

existence of any condition rendering such water to be clouded, unclear or injurious to health due to, without limitation, any of the following: bacterial growth, infectious or toxic agents, algae, insect remains, animal remains, rubbish, refuse, debris, or waste of any kind.

E. "Building" shall mean any structure designed, used, or maintained for the shelter or enclosure of persons, animals, chattels, equipment, or property of any kind, and shall also include structures wherein things may be grown, made, produced, kept, handled, stored, or disposed of, and all appendages, accessories, apparatus, appliances, and equipment installed as a part thereof.

F. "City" shall mean the City of Covina.

G. "City Manager" shall mean the City Manager or designee thereof.

H. "City Personnel" shall mean any City employee, representative, agent, contractor, or service provider designated by the City Manager to abate a public nuisance.

I. "Code", "Codes", and "Covina City Municipal Code" shall mean the Covina Municipal Code and any code, law, or regulation incorporated therein by reference, including the Covina Comprehensive Zoning Ordinance (Title 17), and any adopted and uncodified ordinances.

J. "Code enforcement officer" and "Officer" shall mean any City employee with obligations to enforce the Covina Municipal Code. Enforcement Officers shall include the personnel of the Public Works Department and Covina police officers. The City Manager may designate additional employees of other City departments to act as Officers for purposes of implementing the provisions of this Chapter.

K. "Commercial vehicle" shall mean any vehicle of a type required to be registered under the State of California Vehicle Code used or maintained for the transportation of persons for hire, compensation or profit, or designed, used, or maintained primarily for the transportation of property or for other commercial purposes. Passenger vehicles that are not used for the transportation of persons for hire, compensation, or profit, trailers, recreational vehicles, and vanpool vehicles are not commercial vehicles.

L. "Compliance period" shall mean the period of time and/or required schedule set forth in a Notice of Abatement and/or an Order of Abatement within which all nuisance abatement actions referenced in such Notice of Abatement and/or Order of Abatement must be completed.

M. "Controlled substances" shall mean any substance that is declared by State or Federal law to be a controlled substance.

N. "Fire Hazard" shall include, but shall not be limited to, any device, equipment, waste, vegetation, condition, thing, or act which is in such a condition that it increases or could cause an increase of the hazard or menace of fire to a greater degree than that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing, or extinguishing fire or that otherwise provides a ready fuel to augment the spread and intensity of fire or explosion arising from any cause; or any device, equipment, waste, vegetation, condition, thing, or act which could obstruct, delay, hinder, or interfere with, or may become the cause of obstruction, delay, or hindrance of, the operations of the Fire Department or other emergency service personnel or the egress of the occupants in the event of fire.

O. "Graffiti" shall mean any unauthorized inscription, word, figure, mark, or design that is written, marked, etched, scratched, drawn, or painted on or otherwise glued, posted, or affixed to or on any real or personal property (including, but not limited to, buildings, structures, and vehicles), regardless of the nature of the material to the extent that the same was not authorized in advance by the owner thereof.

P. "Hazardous materials" shall mean any material or substance of any kind that is declared by any Federal, State, or local law, ordinance, or regulation to be composed of hazardous material.

Q. "Hearing officer" shall mean the city employee or representative appointed by the City Manager, or a designee thereof, to hear all timely appeals from a Notice of Abatement.

R. "Incidental expenses" shall include, but shall not be limited to, the actual expenses and costs of the City, such as preparation of notices, specifications, contracts, inspection of work, costs of printing and mailings required hereunder, costs of any filing and/or recordation with the County Recorder's Office or other governmental agency, and the costs of administration and legal services.

S. "Inoperable vehicle" shall mean and include, without limitation, any vehicle that is incapable of being lawfully driven on a street and/or highway. Factors that may be used to determine this condition include, without limitation, vehicles that have a "planned non-operational" status with the California Department of Motor Vehicles, vehicles lacking a current and valid registration, a working engine, transmission, wheels, inflated tires, doors, windshield or any other part or equipment necessary for its legal and safe operation on a highway or any other public right-of-way.

T. "Junk" shall mean and include, but is not limited to, any cast-off, damaged, discarded, junked, obsolete, salvaged, scrapped, unusable, worn-out or wrecked appliance, device, equipment, furniture, fixture, furnishing, object, material, substance, tire, or thing of any kind or composition. Junk may include abandoned personal property, as well as any form of debris, refuse, rubbish, trash or waste.

Factors that may be considered in a determination that personal property is junk include, without limitation, its:

1. Condition of damage, deterioration, disrepair or nonuse.
2. Approximate age and degree of obsolescence.
3. Location.
4. Present operability, functional utility and status of registration or licensing, where applicable.
5. Cost of rehabilitation or repair versus its market value.

U. "Junkyard" means real property of any zoning classification on which junk is kept, maintained, placed or stored to such a degree that it constitutes a principal use or condition on said premises. The existence of a junkyard is not a nuisance when it is an expressly permitted use in the applicable zone and it is in full compliance with all provisions of Title 17 in the Covina Municipal Code, and all other applicable provisions of the Covina Municipal Code, as well as all future amendments and additions thereto.

V. "Notice of Abatement" shall mean a Notice of Public Nuisance and Intention to Abate with City Personnel", as described in Section 8.40.070 of this Chapter.

W. "Order of Abatement" shall mean an order issued by a Hearing Officer following an appeal of a Notice of Abatement.

X. "Owner" shall mean and include any person having legal title to, or who leases, rents, occupies or has charge, control or possession of, any real property in the City, including all persons shown as owners on the last equalized assessment roll of the Los Angeles County Assessor's Office. Owners include persons with powers of attorney, executors of estates, trustees, or who are court-appointed administrators, conservators, guardians or receivers. An owner of personal property shall be any person who has legal title, charge, control, or possession of such property.

Y. "Person" shall mean and include any individual, partnership of any kind, corporation, limited liability company, association, joint venture or other organization, however formed, as well as trustees, heirs, executors, administrators, or assigns, or any combination of such persons. "Person" also includes any public entity or agency that acts as an owner in the City.

Z. "Personal property" means property that is not real property, and includes, without limitation, any appliance, furniture, article, device, equipment, item, material, product, substance or vehicle.

AA. "Police Chief" shall mean the highest-ranking officer of the Police Department or his/her designee.

BB. "Police Department" shall mean the Covina Police Department.

CC. "Public nuisance" means anything which is, or likely to become, injurious or detrimental to health, safety or welfare, or is offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, or unlawfully obstructs the free passage or use, in the customary manner, of any sidewalk, public park, square, street or highway. All conditions hereafter enumerated in this Chapter, or that otherwise violate or are contrary to any provision of the Covina Municipal Code, are public nuisances by definition and declaration, and said enumerated conditions shall not, in any manner, be construed to be exclusive or exhaustive. A public nuisance shall also exist when a person fails to comply with any condition of a City approval, entitlement, license or permit or when an activity on, or use of, real property violates, or is contrary to, any provision or requirement of the Covina Municipal Code.

DD. "Real Property" or "premises" means any real property owned by any person and/or any building, structure, or other improvement thereon, or portions thereof. "Real Property" or "premises" includes any adjacent sidewalk, parkway, street, alley, or other unimproved public easement, whether or not owned by the City of Covina.

EE. "Responsible person" means any person, whether as an owner as defined in this Chapter, or otherwise, that allows, causes, creates, maintains, suffers, or permits a public nuisance, or any violation of the Covina Municipal Code or County or State law, or regulation thereof, to exist or continue, by any act or the omission of any act or duty. A responsible person shall also include employees, principals, joint venturers, officers, agents, and/or other persons acting in concert with, or at the direction of, and/or with the knowledge and/or consent of the owner and/or occupant of the lot, building or structure on, or in which, a public nuisance or violation exists or existed. The actions or inactions of a responsible person's agent, employee, representative or contractor may be attributed to that responsible person.

FF. "Structure" means that which is built or constructed, an edifice, wall, fence, or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner. For purposes of this Chapter, this definition shall supersede any other definition of this term in the Covina City Municipal Code.

GG. "Vacant" shall mean real property or any building or structure thereon that is not legally occupied. Factors that may be used, either alone or in combination, to determine whether real property, or building or structures thereon, is vacant include, but

shall not be limited to, overgrown and/or dead vegetation; accumulation of newspapers, circulars, flyers, and/or mail; past due utility notices and/or disconnected utilities; accumulation of trash, junk, and/or other debris; the absence of window coverings such as curtains, blinds, and/or shutters; the absence of furnishings and/or personal items consistent with residential and/or commercial furnishings consistent with the permitted uses within the zone of the real property; statements by neighbors, passersby, delivery agents, government employees that the property is vacant.

HH. "Vehicle" means any device, by which any person or property may be propelled, moved, or drawn upon a highway or other public right of way, and includes all vehicles as defined by the California Vehicle Code and all future amendments thereto. "Vehicle" does not include devices (i) that are propelled exclusively by human power such as bicycles and wheelchairs, or (ii) those that are used exclusively upon stationary rails or tracks.

II. "Violation" shall mean and include a public nuisance as described in this Chapter, or any condition, activity, or use that is caused, allowed to exist, or maintained (whether due to an affirmative act, inaction, or omission) by a responsible person in violation of any other provision, regulation, or requirement of this Code, or any applicable County, State, or Federal laws or regulations.

JJ. "Weeds" shall include, but shall not be limited to, any of the following:

1. Any plant, brush, growth, or other vegetation that bear seeds of a downy or wingy nature;

2. Any plant, brush, growth, or other vegetation that attains such large growth as to become, when dry, a fire hazard;

3. Any plant, brush, growth, or other vegetation that is noxious or dangerous;

4. Poison oak and poison ivy when the conditions of growth are such as to constitute a threat to the public health; or,

5. Dry grass, rubble, brush, or other flammable plant, growth, or other vegetation that endangers the public safety by creating or tending to create a fire hazard.

8.40.030

Prohibited Public Nuisance Conditions.

The City Council finds and declares that, notwithstanding any other provision of the Covina Municipal Code, it is a public nuisance and unlawful for any person to allow, cause, create, maintain, or suffer, or permit others to cause, create, or maintain the following:

A. Any real property or premises in the City in such a manner that any one or more of the following conditions are found to exist thereon:

1. Land, the topography, geology or configuration of which whether in natural state or as a result of the grading operations, excavation or fill, causes erosion, subsidence, or surface water drainage problems of such magnitude as to be injurious or potentially injurious to the public health, safety and welfare, or to adjacent properties.

2. Buildings or other structures, or portions thereof, that are partially constructed or destroyed or allowed to remain in a state of partial construction or destruction for an unreasonable period of time. As used herein, an "unreasonable" period shall mean any portion of time exceeding the period given to a responsible person by the City for the complete abatement of this nuisance condition with all required City approvals, permits and inspections. Factors that may be used by the City to establish a reasonable period for the complete abatement of this nuisance include, but are not limited to, the following:

(a) The degree of partial construction or destruction and the cause therefor.

(b) Whether or not this condition constitutes an attractive nuisance or if it otherwise poses or promotes a health or safety hazard to occupants of the premises, or to others.

(c) The degree of visibility, if any, of this condition from public or adjoining private real property.

(d) The scope and type of work that is needed to abate this nuisance.

(e) The promptness with which a responsible person has applied for and obtained all required City approvals and permits in order to lawfully commence the nuisance abatement actions.

(f) Whether or not a responsible person has complied with other required technical code requirements, including requesting and passing required inspections in a timely manner, while completing nuisance abatement actions.

(g) Whether or not a responsible person has applied for extensions to a technical code permit or renewed an expired permit, as well as the number of extensions and renewals that a responsible person has previously sought or obtained from the City.

(h) Whether or not a responsible person has made substantial progress, as determined by the City, in performing nuisance abatement actions under a technical code permit that has expired, or is about to expire.

(i) Whether delays in completing nuisance abatement actions under a technical code permit have occurred, and the reason(s) for such delays.

3. Real property, or any building or structure thereon, that is abandoned or vacant (irrespective of whether said structure is secured against unauthorized entry) for a period of more than six (6) months.

4. Exterior portions of buildings or structures (including, but not limited to, roofs, balconies, decks, fences, stairs, stairways, walls, signs and fixtures), as well as walkways, pedestrian ways, driveways, parking areas, and any detached or freestanding structure, that have become defective, unsightly or no longer viable, or are maintained in a condition of dilapidation, deterioration or disrepair to such an extent as to result in, or tend to result in, a diminution in property values, or where such condition creates a hazard to persons using said building, structure, or way, or where such condition interferes with the peaceful use, possession and/or enjoyment of adjacent properties, or where such condition otherwise violates, or is contrary to, the Code, or other applicable law.

5. Failure to provide and maintain adequate weather protection to structures or buildings, in such a manner that results in or tends to result in the existence of cracked, peeling, warped, rotted, or severely damaged paint, stucco or other exterior covering.

6. Broken, defective, damaged, dilapidated, or missing windows, doors, or vents in a building or structure, and/or broken, defective, damaged, dilapidated, or missing screens for windows, doors, or crawl spaces in a building or structure.

7. Windows or doors that remain boarded up or sealed after ten (10) calendar days written City notice to a responsible person requesting the removal of

these coverings and the installation of fully functional or operable windows or doors. City actions to board up or seal windows or doors in order to deter unauthorized entry into structures shall not relieve responsible persons from installing fully functional or operational windows or doors.

8. Obstructions of any kind, cause or form that interfere with required light or ventilation for a building or structure, or that interfere with, hinder, delay, or impede ingress therein and/or egress therefrom.

9. Abandoned personal property that is visible from public or private property.

10. Any form of an attractive nuisance.

11. Interior portions of buildings or structures (including, but not limited to attics, ceilings, walls, floors, basements, mezzanines, and common areas) that have become defective, unsightly, or are maintained in a condition of dilapidation, deterioration or disrepair to such an extent as to result in, or tend to result in, a diminution in property values, or where such condition interferes with the peaceful use, possession and/or enjoyment of properties in the vicinity, or where such condition otherwise violates, or is contrary to, the Code or other applicable law.

12. Items of junk, trash, debris, or other personal property that are kept, placed, or stored inside of a structure or on exterior portions of real property that constitute a fire or safety hazard or a violation of any provision of the Code; or items of junk, trash, debris, or other personal property that are visible from public or private real property, or that are otherwise out of conformity with neighboring community standards to such an extent as to result in, or tend to result in, a diminution in property values. Notwithstanding the foregoing, the existence of a junkyard is not a nuisance when such use and the premises on which such use occurs are in full compliance with all provisions of the Covina Comprehensive Zoning Ordinance (including all approvals and permits required thereby), and all other applicable provisions of the Code and any future amendments and additions thereto, as well as applicable County, State, and/or Federal laws and regulations.

13. The keeping or disposing of, or the scattering or accumulating of flammable, combustible or other materials including, but not limited to, composting, firewood, lumber, junk, trash, debris, packing boxes, pallets, plant cuttings, tree trimmings or wood chips, discarded items, or other personal property on exterior portions of real property, or within any building or structure thereon, when such items or accumulations:

(a) Render premises unsanitary or substandard as defined by the Covina Housing Code, the State Housing Law, the Covina Building Code, or other applicable local, State, or Federal law, rule, or regulation;

(b) Violate the Covina Health Code, the Los Angeles County Health Code, or other any other Health Code adopted by and/or applicable in the City of Covina;

(c) Cause, create, or tend to contribute to, a fire or safety hazard;

(d) Harbor, promote, or tend to contribute to, the presence of rats, vermin and/or insects;

(e) Cause, create, or tend to contribute to, an offensive odor; or,

(f) Cause the premises to be out of conformity with neighboring community standards to such an extent as to result in, or tend to result in, a diminution of property values. Provided, however, that this use of land or condition shall not constitute a nuisance when expressly permitted under the applicable zone classification and the premises are in full compliance with all provisions in Title 17, and all other applicable provisions of the Code and any future amendments and additions thereto, as well as applicable County, State, and/or Federal laws and regulations.

14. Unsanitary, polluted or unhealthful pools, ponds, standing water or excavations containing water that constitutes an attractive nuisance or that is otherwise likely to harbor mosquitoes, insects or other vectors. The likelihood of insect harborage is evidenced by any of the following conditions: water which is unclear, murky, clouded or green; water containing bacterial growth, algae, insect larvae, insect remains, or animal remains; or, bodies of water which are abandoned, neglected, unfiltered or otherwise improperly maintained.

15. The hanging, drying, or airing of clothing or household fabrics on fences, trees, or shrubberies, or the existence of clotheslines, in front yard areas of any real property, or in any yard area that is visible from a public right-of-way.

16. Canopies, tents, tarps, or other similar membrane structures located in the front yard of any real property or in any yard area that is visible from a public right-of-way, unless otherwise authorized pursuant to a permit or other entitlement from the City;

17. Overgrown vegetation including, but not limited to, any one of the following:

(a) Vegetation likely to harbor, or promote the presence of, rats, vermin and/or insects.

(b) Vegetation causing detriment to neighboring properties, or that is out of conformity with neighboring community standards to such an extent as to result in, or contribute to, a diminution of property values, including, but not limited to:

(1) Lawns with grass in excess of six inches (6") in height.

(2) Hedges, trees, lawns, plants, or other vegetation that are not maintained in a neat, orderly, and healthy manner as a result of lack of adequate mowing, grooming, trimming, pruning, fertilizing, watering, and/or replacement.

(c) Vegetation that creates, or tends to create, the existence of a fire hazard.

(d) Vegetation that overhangs or grows onto or into any public property, including, but not limited to, any public alley, highway, land, sidewalk, street or other right-of-way, so as to cause an obstruction to any person or vehicle using such public property.

(e) Tree branches or other vegetation within three feet (3') of the rooftop of a structure so as to facilitate rodent or animal access thereto.

18. Dead, decayed, diseased or hazardous trees, weeds, ground cover, and other vegetation, or the absence of healthful vegetation, that causes, contributes to, or tends to cause or contribute to, any one of the following conditions or consequences:

(a) An attractive nuisance;

(b) A fire hazard;

(c) The creation or promotion of dust or soil erosion;

(d) A diminution in property values; or,

(e) A detriment to public health, safety or welfare.

19. Lack of landscaping or other ground cover in any yard area as otherwise required by Title 17 or other provisions of the Code.

20. Waste containers, yard waste containers, and recycling containers that are kept, placed or stored in driveways or parking areas, or in front or side yards, such that said containers are visible from public streets, except when located in places of collection at times permitted and in full compliance with this Code.

21. The use, parking, or storing of any recreational vehicle as temporary or permanent living space.

22. Vehicles, trailers, campers, boats, recreational vehicles, and/or other mobile equipment placed, parked or stored in violation of any provision of the Code, including Title 17.

23. Vehicles, trailers, campers, boats, recreational vehicles, and/or other mobile equipment placed, parked, or stored on any unpaved surface within the front yard setback of any real property.

24. Parking spaces required by the Code, including Title 17, that are not maintained in such a manner that said spaces are continuously free, accessible, and available for vehicle parking without the movement of real or personal property.

25. Abandoned, dismantled, inoperable or wrecked boats, campers, motorcycles, trailers, vehicles, or parts thereof, unless kept, placed, parked, or stored inside of a completely enclosed, lawfully constructed building or structure.

26. Commercial vehicles or equipment placed, parked, or stored on any private real property that is located within a residential zone of the City or any other private real property used for residential purposes, except when the commercial vehicle is parked in connection with, and in the aid of, the performance of a service to or on the private real property where it is parked until such service is completed.

27. Vehicles, construction equipment, or other machinery exceeding the permissible gross vehicle weight for the streets or public property upon which they are located. A nuisance also exists under this provision when a vehicle, construction equipment, or other machinery is stopped, kept, placed, parked, or stored on private real property and when such vehicle, equipment, or machinery exceeds the permissible gross vehicle weight for the streets or public property that were utilized in its placement on said private real property unless pursuant to a valid permit issued by the City.

28. Any equipment, machinery, or vehicle of any type or description that is designed, used, or maintained for construction-type activities that is kept, parked, placed, or stored on public or private real property except when such item is being used during excavation, construction, or demolition operations at the site where said equipment, machinery, or vehicle is located pursuant to an active permit issued by the City or as otherwise authorized by law.

29. Maintenance of signs, or sign structures, on real property relating to uses no longer lawfully conducted or products no longer lawfully sold thereon, or signs

and their structures that are in disrepair or which are otherwise in violation of, or contrary to, the Code, including Title 17.

30. Specialty structures that have been constructed for a specific single use only, and which are unfeasible to convert to other uses, and which are abandoned, partially destroyed or are permitted to remain in a state of partial destruction or disrepair. Such specialty structures include, but are not limited to, the following: tanks for gas or liquid(s), lateral support structures and bulk-heads, utility high-voltage towers and poles, utility high-rise support structures, electronic transmitting antennas and towers, structures which support or house mechanical and utility equipment and are located above the roof lines of existing buildings, high rise freestanding chimneys and smoke stacks, and recreational structures such as tennis courts and cabanas.

31. Any personal property or structure that obstructs or encroaches on any public property, including, but not limited to, any public alley, highway, land, sidewalk, street or other right-of-way, unless a valid encroachment permit has been issued authorizing said encroachment or obstruction.

32. Causing, maintaining or permitting graffiti or other defacement of real or personal property to be present or to remain on a building, structure or vehicle, or portion thereof, that is visible from a public right-of-way or from private real property.

33. Storage of hazardous or toxic materials or substances, as so classified by any local, State or Federal laws or regulations, on real property in such a manner as to be injurious, or potentially injurious or hazardous, to the public health, safety or welfare, or to adjacent properties, or that otherwise violates local, State or Federal laws or regulations.

34. Any discharge of any substance or material other than storm water which enters, or could possibly enter, the City's storm sewer system in violation of the Covina Municipal Code.

35. Maintenance of any tarp or similar covering on or over any graded surface or hillside, except in the following circumstances:

(a) A state of emergency has been declared by local, County, State, or Federal officials directly impacting the area to be covered; and/or,

(b) Covering with a tarp performed pursuant to an active building or grading permit.

36. Maintenance of any tarp or similar covering on or over any roof of any structure, except during periods of active rainfall, or when specifically permitted under an active roofing or building permit.

37. Maintenance of any tarp or similar covering attached to, affixed to, or located on a fence for purposes of screening or for providing shade;

38. The keeping or suffering of any animal, reptile, or insect in a manner that poses a threat, disturbance, or menace to persons or property, or in such a manner or quantity that otherwise violates any provision of the Code.

39. Any noise that is made, generated, produced, or continued in such a manner that it unreasonably disturbs the peace and quiet of any neighborhood of which causes any discomfort or annoyance to any reasonable person of normal sensitivities, or that otherwise violates any provision of the Covina Municipal Code. Factors which shall be considered in determining whether the noise is a nuisance shall include, but not be limited to the following:

- (a) The volume of the noise;
- (b) The intensity of the noise;
- (c) Whether the nature of the noise is usual or unusual;
- (d) Whether the origin of the noise is natural or unnatural;
- (e) The volume and intensity of the background noise, if any;
- (f) The proximity of the noise to residential sleeping facilities;
- (g) The nature of the zoning of the area from which the noise emanates;
- (h) The density of inhabitation of the area from which the noise emanates;
- (i) The time of day or night the noise occurs;
- (j) The duration of the noise;
- (k) Whether the noise is recurrent, intermittent, or constant;
- (l) Whether the noise is produced by commercial or noncommercial activity; and,

- (m) Whether the noise is a consequence or expected result of an otherwise lawful use.

40. Maintenance of premises so out of harmony or conformity with the maintenance standards of properties in the vicinity as to cause, or that tends to cause, substantial diminution of the enjoyment, use, or property values of such properties in the vicinity.

41. Any condition recognized in local or State law or in equity as constituting a public nuisance, or any condition existing on real property that constitutes, or tends to constitute, blight, or that is a health or safety hazard to the community or neighboring properties.

B. Any "unsafe building", "unsafe structure", "substandard building", or "substandard property" as defined by any provision or provisions in Title 14 of the Code.

C. Any building or structure, or portion thereof, or the premises on which the same is located, in which there exists any of the conditions listed in Section 17920.3 of the California Health & Safety Code, and any future amendments thereto.

D. Any building or structure used by any person to engage in acts which are prohibited pursuant to the laws of the United States or the State of California, the provisions of the Covina Municipal Code, including, but not limited to the following acts:

- 1. Unlawful possession, use, and/or sale of controlled substances;
- and/or,
- 2. Prostitution; and/or
 - 3. Unlawful gambling.

E. Any real property, or any building or structure thereon, that is used by persons to cause, allow, contribute to, permit, or suffer any of the following acts:

- 1. Disturbances of the peace;
- 2. Excessive and/or loud noise disturbances;
- 3. Consumption of alcohol in public and/or public intoxication;
- 4. Urination in public;
- 5. Harassment of passersby;

6. Theft, assault, battery, or vandalism;
7. Storage or sale of stolen goods;
8. Excessive littering;
9. Illegal parking or traffic violations;
10. Curfew violations;
11. School attendance violations;
12. Lewd and/or lascivious conduct; and/or
13. Excessive responses by the Police Department or other law enforcement personnel.

F. Any condition, use, or activity that constitutes a public nuisance as defined by Sections 3479 or 3480 of the California Civil Code, and any future amendments thereto.

G. Any building, structure, or use of real property that violates or fails to comply with (i) any applicable approval, permit, license, or entitlement or condition relating thereto, (ii) any ordinance of the City, including, but not limited to any provision of this Code, or (iii) any applicable County, State, or Federal law or regulation.

8.40.040 Penalty.

A. Notwithstanding any other provision of the Covina Municipal Code to the contrary, any person who causes, permits, suffers, or maintains a public nuisance, or any person who violates any provision of this Chapter, or who fails to comply with any obligation or requirement of this Chapter, is guilty of a misdemeanor offense punishable in accordance with Section 1.16.010 A. in Chapter 1.16 of Title 1 of this Code. A criminal prosecution and/or civil litigation may be initiated without the commencement of the "Nuisance Abatement" procedures outlined in Part 2 of this Chapter.

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

Part 2 – Administrative Procedures for Abatement of Nuisances

8.40.050 Abatement of Public Nuisances.

All conditions or uses that constitute a public nuisance as defined in Part 1 of this Chapter, or that are contrary to, or in violation of, any other provision or requirement of the Code, or of any applicable County or State law, or regulation thereof, which shall also constitute a public nuisance, shall be abated by repair, rehabilitation, demolition, removal or termination. The procedures for abatement in this part shall not be exclusive and shall not, in any manner, limit or restrict the City from pursuing any other remedies available at law, whether civil, equitable or criminal, or from enforcing City codes and adopted ordinances, or from abating or causing abatement of public nuisances, in any other manner provided by law.

8.40.060 Continuing Obligation of Responsible Persons to Abate a Public Nuisance.

A. No person shall allow, cause, create, permit, suffer or maintain a public nuisance to exist on their premises. If public nuisances do arise or occur, responsible persons shall promptly abate them by repair, rehabilitation, demolition, repair, removal or termination with all required City approvals, permits and inspections, when applicable.

B. The City may exercise its administrative, civil/injunctive and criminal remedies, or any one or combination of these remedies, to compel responsible persons to abate a public nuisance when, in its judgment, such persons have not completed nuisance abatement actions in a timely or proper manner, or when responsible persons have failed to prevent an occurrence or recurrence of a public nuisance.

8.40.070 Notice of Public Nuisance and Intention to Abate with City Personnel.

A. Whenever a code enforcement officer or other public official determines that City Personnel may need to abate a public nuisance, he or she shall serve a written "Notice of Public Nuisance and Intention to Abate with City Personnel" (hereafter in this section and in subsequent sections of this Chapter, the "Notice of Abatement") on the responsible person(s) that contains the following provisions:

1. The address of the real property on which the nuisance condition(s) exist(s).
2. A description of the nuisance condition(s).

3. A reference to the law describing or prohibiting the nuisance condition(s).

4. A brief description of the required corrective action(s); and,

5. A compliance period in which to complete the nuisance abatement actions (with all required City approvals, permits and inspections, when applicable).

6. The period and manner in which a responsible person may contest the Notice of Abatement as set forth in Section 8.40.120 of this Chapter. No such right shall exist when the City is not seeking to establish the right to abate a public nuisance with City Personnel.

7. A statement that the City may record a Declaration of Substandard Property with the Los Angeles County Recorder's Office against the premises if the public nuisance is not fully abated or corrected (with all required approvals, permits and inspections), as determined by the City, within the compliance period specified in the Notice of Abatement, provided that a timely appeal therefrom has not been made.

B. The procedure in Subsection A shall not apply to public nuisances constituting an imminent hazard. In such instances, the provisions in Section 8.40.180 ("Emergency Action to Abate an Imminent Hazard") shall be followed.

C. The City's election to issue a Notice of Abatement pursuant to this section shall not excuse responsible persons from their continuing obligation to abate a public nuisance in accordance with all applicable laws, regulations and legal requirements. Furthermore, the issuance of a Notice of Abatement shall not obligate the City to abate a public nuisance.

8.40.080 Additional Requirements for Demolition of Buildings or Structures.

A. The City shall provide responsible persons with a reasonable period to elect between options of repair, rehabilitation, or demolition, as well as a reasonable period of time to complete any of these options, before City Personnel abate a public nuisance by demolishing a building or structure pursuant to Part 2 of this Chapter.

B. The City shall serve a Notice of Abatement on all secured lienholders of record with the Los Angeles County Recorder's Office by first class mail in the event abatement actions include demolition of a building or structure.

C. Notwithstanding the provisions of Section 8.04.130 of this Chapter, entry onto any real property to abate a public nuisance by demolition of a building or structure, excepting in cases involving an imminent hazard, shall be pursuant to a warrant issued by a court of competent jurisdiction.

D. The provisions of this Section shall not apply if demolition is required to address an imminent hazard. In such situation, the provisions of Section 8.40.180 ("Emergency Action to Abate an Imminent Hazard") shall apply.

8.40.090 Notice and Order to Vacate Buildings or Structures.

A. If the Building Official, Fire Chief, and/or Health Official (or designees thereof) determine that a public nuisance exists at real property (or any buildings or structures thereon) to such an extent that said property (or any building or structure thereon) is immediately dangerous to the life, limb, property, or safety of the occupants of the property or the general public, the building or structure shall be ordered to be vacated.

B. If any building or structure is ordered vacated pursuant to Section 8.04.090, the Notice of Abatement issued pursuant to Section 8.04.070, in addition to the information required pursuant to Section 8.04.070, shall include:

1. A determination that the Building Official, Fire Chief, and/or Health Official (or designees thereof) has determined that the property (and/or any building or structure thereon) constitutes an immediate danger to the life, limb, property, or safety of the occupants of the property or the general public;

2. A reference to the specific building(s) and/or structure(s), or portions thereof, which is/are being ordered vacated;

3. The date and/or time when the Order to Vacate (and/or To Not Enter) becomes effective; and,

4. Language that substantially states that "No person shall remain in or enter any building or structure that has been ordered vacated until authorized to do

so by the Building Official, Fire Chief, and/or Health Official. No person shall remove, alter, or deface this Notice after it has been posted at the property referenced herein until all required repairs, demolition, or removal have been completed in accordance with this Notice and until such time as the removal of this Notice has been authorized by the Building Official, Fire Chief, and/or Health Official. Any person violating this Order to Vacate shall be guilty of a misdemeanor.”

8.40.100 Sample Notice of Abatement.

A. The Notice of Abatement shall be written in a form that is substantially consistent with the following:

**Notice of Public Nuisance(s) and Intention to Abate with City Personnel
("Notice of Abatement")**

[Date]

_____ **[Responsible Person(s)]**
_____ **[Mailing Address]**
_____ **[City, State and Zip Code]**

Re: Real Property at _____, Covina, CA
L.A. County A.P.N.: _____
Legal description [Optional]: _____

Notice is hereby given that the following public nuisance conditions or activities exist on the premises described above:

(1) [Describe condition or activities] _____ in violation of Covina Municipal Code **[as well as County and State laws, if applicable]** Section(s) _____.

(a) **Required Corrective Action(s):** _____
_____ (with all required permits, approvals and inspections).

(b) **Required Completion Date:** _____
[Repeat (1 a-b) for each additional public nuisance to be included in this notice]

The foregoing public nuisance conditions are subject to abatement by repair, rehabilitation, demolition, removal or termination.

Please Take Further Notice that you may appeal this Notice of Abatement by filing an appeal on a City approved form with the Office of the City Clerk – Covina City

Hall, 125 E. College Street, Covina, CA 91723 within ten (10) calendar days of service of this notice. No fee shall be due for the filing of an appeal. Failure of the City Clerk to receive a timely appeal constitutes a waiver of your right to any further administrative appeal and renders the Notice of Abatement final and binding. A written request for an appeal shall contain the following information, as well as any other information deemed necessary for the processing of the appeal by the City Manager or designee:

1. Name, address, and telephone number of each responsible party who is appealing the Notice of Abatement (hereinafter, "appellant"), as well as relationship of appellant to the public nuisance described in the Notice of Abatement.
2. Address and description of real property upon which the City intends to enter and abate a public nuisance.
3. Date of Notice of Abatement being appealed.
4. Specific action or decision being appealed.
5. Grounds for appeal in sufficient detail to enable the Hearing Officer to understand the nature of the controversy.
6. The signature of at least one appellant.

Following appeal, in the case of a final decision by the City, judicial review of this decision is subject to the provisions and time limits set forth in California Code of Civil Procedure sections 1094.6 et seq.

Please Take Further Notice that, if the public nuisance violations are not abated within the time specified in this Notice and a timely appeal is not made, such nuisance may be abated by City employees, representatives or contract agents (hereafter "City Personnel"), in the manner stated in this Notice of Abatement. On such occasions, all costs of the abatement, including, but not limited to, those defined in Section 8.40.020 C. of this Chapter, shall be assessed against the responsible person(s) and/or the subject property, as a lien, or as a special assessment, or as otherwise allowed by law.

Please Take Further Notice that the City may record a Declaration of Substandard Property with the Los Angeles County Recorder's Office against the premises if the public nuisance is not fully abated or corrected (with all required approvals, permits and inspections), as determined by the City, in the manner and time set forth in this Notice of Abatement and provided that a timely appeal therefrom has not been made.

Please Take Further Notice that, in the event of abatement by City Personnel, all buildings, structures, and/or personal property constituting a public nuisance may be

removed from the subject premises or from public property and destroyed or disposed of, without regard to its actual or salvage value.

Dated: This _____ day of _____, 20__.

Public Official ***[Name and Title]***

[End of Form]

.....

A Notice of Abatement shall be deemed in substantial compliance with this subsection regardless of form if all substantive information is contained in such Notice of Abatement.

8.40.110 Service of Notice.

A. Except as otherwise expressly required by a provision of this Chapter, any notice required by this Chapter may be served by personal delivery to any responsible person or by first class mail. The date of service shall be the date it is personally delivered or placed in a U.S. Postal Service receptacle. Failure of any responsible person to receive a properly addressed Notice of Abatement by mail shall not invalidate any action or proceeding pursuant to this Chapter.

1. Any Notice of Abatement that includes an Order to Vacate shall, in addition to being served upon a responsible party in accordance with Section 8.40.110 (A), shall also be posted at or upon each exit of the building or structure being ordered vacated.

B. Except as otherwise expressly required by a provision of this Chapter, any notice issued to an owner of real property shall be sent to the mailing address on the last equalized assessment roll of the Los Angeles County Assessor's Office. Failure of any owner to receive a properly addressed notice by mail shall not invalidate any action or proceeding pursuant to this Chapter.

8.40.120 Right of Appeal from a Notice of Abatement.

A. A responsible person may contest a Notice of Abatement by filing a written request for an appeal with the Office of the City Clerk – Covina City Hall, 125 E. College Street, Covina, CA 91723 and paying an appeal fee in an amount set by Council resolution within ten (10) calendar days after service of the Notice of Abatement.

1. The filing of a request for an appeal shall not stay an order to vacate any building or structure issued in accordance with the provisions of this Chapter by the Building Official and/or Fire Chief, and/or Health Official.

B. A written request for an appeal shall contain the following information:

1. Name, address, and telephone number of each responsible party who is appealing the Notice of Abatement (hereinafter, “appellant”).

2. Address and description of real property upon which the City intends to enter and abate a public nuisance.

3. Date of Notice of Abatement being appealed.

4. Specific action or decision being appealed.

5. Grounds for appeal in sufficient detail to enable the Hearing Officer to understand the nature of the controversy.

6. The signature of at least one appellant.

C. Failure of the City Clerk to receive a timely appeal and payment of the appeal fee constitutes a waiver of the right to contest a Notice of Abatement. In this event, the Notice of Abatement is final and binding.

D. The provisions of this section only apply to instances where the City has elected to establish the right, but not the obligation, to abate public nuisances with City Personnel. In no event does this Chapter limit the right of City officials to issue alternative written or oral notices of code violations to responsible persons or to cause the abatement of public nuisances in a different manner, including without limitation, by court orders arising from the City’s exercise of its criminal or civil remedies. In such instances, a responsible person shall receive a right to hearing and other due process rights through the court process.

8.40.130 Consequence of an Untimely Appeal.

A. If a timely appeal and/or payment of the appeal fee is not received by the City Clerk, the right to appeal is waived and the Notice of Abatement is final and

binding. In such instances, the City may, without any administrative hearing, cause the abatement with City personnel of any or all of the nuisance conditions or activities stated in the Notice of Abatement. Entry onto private real property that is both improved and occupied shall, excepting instances of an imminent hazard, be pursuant to a warrant from a court of competent jurisdiction. The City shall follow the procedures stated in this Chapter for recovery of all abatement costs, fees and expenses (incidental or otherwise).

B. Nothing contained in this Chapter shall obligate the City to undertake abatement actions pursuant to a Notice of Abatement, whether or not there is a timely appeal.

8.40.140 Abatement by Responsible Person Prior to Hearing.

A. Any responsible person shall have the right to abate a nuisance in accordance with the Notice of Abatement at his or her own expense, provided all corrective actions are completed with all required City permits, approvals and inspections, prior to the date the matter is set for a hearing.

B. A hearing shall be cancelled if all nuisance conditions or activities are, as determined by the City, fully and lawfully abated prior thereto.

8.40.150 Review by Hearing Officer.

A. Any responsible person who contests a Notice of Abatement shall, subject to filing a timely appeal, obtain review thereof before a hearing officer. The administrative appeal shall be scheduled no later than sixty (60) calendar days, and no sooner than ten (10) calendar days, after receipt of a timely filed request for appeal. The appellants listed on the written request for an appeal shall be notified in writing of the date, time, and location of the hearing at least ten (10) calendar days prior to the date of the hearing.

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

C. At the place and time set forth in the notification of appeal hearing, the hearing officer shall hear and consider the testimony of the appealing person(s), the issuing officer, and/or their witnesses, as well as any documentary evidence presented by these persons concerning the alleged public nuisance(s).

D. Appeal hearings are informal, and formal rules of evidence and discovery do not apply. The City bears the burden of proof to establish a nuisance exists by a preponderance of evidence. The issuance of a Notice of Abatement shall constitute prima facie evidence of the violation. The appellant, and the enforcement officer issuing the Notice, if present, as well as all other responsible persons, shall have the opportunity to present evidence and to present and cross-examine witnesses. The appellant and the enforcement officer issuing the Notice of Abatement, or other responsible persons, may represent himself/herself/themselves or be represented by anyone of his/her/their choice. The appellant, or other interested persons, may bring an interpreter to the hearing at his/her/their sole expense. The City may, at its discretion, record the hearing by stenographer or court reporter, audio recording, or video recording. The hearing officer may question any person who presents evidence or who testifies at any hearing.

E. The appellant, or other interested persons, may appear at the hearing in person or by written declaration executed under penalty of perjury. Said declaration and any documents in support thereof shall be tendered to and received by the Office of the City Clerk at least three (3) City business days prior to the hearing. If all appellants and interested persons elect to appear at the hearing by written declaration, the enforcement officer who issued the Notice of Abatement shall not be required to attend or participate at the hearing.

F. If the appellant fails, or other responsible persons fail, to appear, or to otherwise submit a written declaration or any admissible evidence demonstrating the non-existence of the alleged nuisance(s), the hearing officer shall cancel the hearing and send a notice thereof to the responsible person(s) by first class mail to the address (es) stated on the appeal form. A cancellation of a hearing due to non-appearance of the appellant shall constitute the appellant's waiver of the right to appeal. In such instances, the Notice of Abatement is final and binding.

8.40.160 Decision of Hearing Officer; Order of Abatement.

A. Not later than fifteen (15) calendar days following conclusion of the hearing, the hearing officer shall determine if any nuisance condition exists at the subject property. If the hearing officer determines that each nuisance condition described in the Notice of Abatement is non-existent, the Notice of Abatement shall be deemed cancelled. If the hearing officer determines that one or more of the nuisance conditions described in the Notice of Abatement exists, he/she shall issue a written Order of Abatement which shall contain the following:

1. A finding and description of each nuisance condition existing at the subject property.

2. The name of each person responsible for a nuisance condition or conditions at the subject property, as well as the name of any person who is not responsible therefor.

3. The required corrective action and a compliance period for each unabated nuisance condition.

4. Any other finding, determination or requirement that is relevant or related to the subject matter of the appeal.

5. The following statement: "The decision of the Hearing Officer is final, conclusive and binding. Judicial review of this decision is subject to the provisions and time limits set forth in California Code of Civil Procedure Sections 1094.6 et seq."

B. Notwithstanding any provision of the Code to the contrary, the decision of the hearing officer is final and conclusive.

C. A copy of the decision shall be served by first class mail on each responsible person to whom the Notice of Abatement was issued. If the owner is not an appellant, a copy of the Order of Abatement shall also be served on the owner by first class mail to the address shown on the last equalized assessment roll. Failure of a person to receive a properly addressed decision shall not invalidate any action or proceeding by the City pursuant to this Chapter.

8.40.170 Abatement of Nuisance by Responsible Persons Prior to City Abatement Actions.

A. Any responsible person shall have the right to fully abate a nuisance in accordance with the Hearing Officer's decision prior to the date of entry of City Personnel upon the subject real property, provided that all corrective actions are completed with all required City permits, approvals and inspections, prior to said entry date. In such instances, all administrative proceedings shall be cancelled, with the exception of the City's right to seek recovery of its incurred incidental expenses, Code Enforcement Fees, and Attorney's Fees as provided by and pursuant to the provisions of Chapter 1.28 of this Code.

B. Once the City enters a subject real property to abate a public nuisance, it shall have the right to complete this action.

C. It is unlawful and a misdemeanor for any person to obstruct, impede, or interfere with City Personnel in the performance of any act that is carried out to abate a public nuisance.

D. All buildings, structures, and/or personal property that are removed by City Personnel from premises in the abatement of a nuisance shall be lawfully disposed of or destroyed without regard to its actual or salvage value, if any.

8.40.180 Emergency Action to Abate an Imminent Hazard.

A. Notwithstanding any provision of the Covina Municipal Code to the contrary, the Police Chief, the Fire Chief, or the Building Official, or any of their designees, may cause a public nuisance to be summarily abated if it is determined that the nuisance creates an imminent hazard to a person or persons, or to other real or personal property.

B. Prior to abating nuisance that creates an imminent hazard, the City Manager shall attempt to notify a responsible person by telephone or in writing of the imminent hazard and request its abatement by said person; provided however, that the City Manager may dispense with any attempt at prior notification of a responsible person if, in the sole discretion of the City Manager, the nature or severity of the hazard does not reasonably allow for such prior notification. If notice has been so given, but, in the sole discretion of the City Manager, the responsible person(s) fail(s) to take immediate and meaningful steps to abate the imminent hazard, the City may abate the nuisance with City Personnel without further notice, and charge the costs and fees thereof to the responsible person(s).

C. Within ten (10) business days following emergency action of City Personnel to abate an imminent hazard, the City shall serve any responsible person with a Notice of Emergency Abatement by City Personnel of an Imminent Hazard by first class mail. Notice to a property owner shall be mailed to the mailing address set forth in the last equalized assessment roll of the Los Angeles County Assessor's Office. Failure of any responsible person to receive a properly addressed Notice of Emergency Abatement by City Personnel of an Imminent Hazard by mail shall not invalidate any action or proceeding pursuant to this Chapter.

D. A Notice of Emergency Abatement by City Personnel of an Imminent Hazard shall contain the following provisions:

1. The name of all known responsible persons who are being served with the Notice of Emergency Abatement by City Personnel of an Imminent Hazard and the address of the real property on which the imminent hazard was present.

2. A brief description of the condition(s) and reasons why it constituted an imminent hazard.

3. A brief description of the law prohibiting or pertaining to the imminent hazard.

4. A brief description of the actions City Personnel took to abate the imminent hazard.

E. Omission of any of the foregoing provisions in a Notice of Emergency Abatement by City Personnel of an Imminent Hazard, whether in whole or in part, or the failure of a responsible person to receive said Notice, or the failure of the City to issue said Notice in a timely fashion, shall not render it defective or render any proceeding or action pursuant to this Chapter invalid.

F. Emergency abatement of an imminent hazard by City Personnel shall not preclude the City from recording a Declaration of Substandard Property in accordance with the provisions of Section 8.40.250 of this Chapter, if conditions thereafter remain at the premises that constitute a violation of law or a public nuisance.

G. The City shall be entitled to recover its fees and costs (incidental or otherwise) for the abatement of an imminent hazard. In such instances, the City shall follow the procedures set forth in this Chapter.

8.40.190 Combination of Notices.

The notices that are authorized by this Chapter may be combined in the discretion of the City.

8.40.200 Establishment of Costs of Abatement.

A. The City shall keep an accounting of the Abatement Costs.

B. The City shall serve a Statement of Abatement Costs on the responsible persons within ninety (90) calendar days after the City's completion of nuisance abatement actions. Service of this statement may be made in the manner provided for in Section 8.40.110 of this Chapter.

C. Unless a timely contest of the Statement of Abatement Costs is filed, a responsible person shall tender the Abatement Costs in U.S. currency to the City within thirty (30) calendar days after the date of service of the Statement of Abatement Costs.

D. A responsible person has the right to contest a Statement of Abatement Costs by filing a written request for contest with the Office of the City Clerk – Covina City Hall, 125 E. College Street, Covina, CA 91723 within ten (10) calendar days after service of the Statement of Abatement Costs.

1. A written request for contest shall contain the following information:

(a) Name, address, telephone number, and signature of each responsible person who is contesting the Statement of Abatement Costs.

(b) Address and description of the real property upon which the City abated a public nuisance.

(c) Date of the Statement of Abatement Costs being appealed.

(d) Description of the specific Abatement Cost(s) being contested, and a statement of the grounds for contest in sufficient detail to enable the City Council to understand the nature of the controversy.

2. No fee shall be due for the filing of a request for contest of the Statement of Abatement Costs.

E. Failure of the City Clerk to receive a timely appeal request for contest constitutes a waiver of the right to contest a Statement of Abatement Costs. In this event, the Statement of Abatement Costs is final and binding, and the City may proceed to collect its Abatement Costs as contained in a final Statement of Abatement Costs in any manner allowed by law.

F. If a timely request for contest is received by the City Clerk, a hearing shall be set before the hearing officer no later than sixty (60) calendar days, and no sooner than ten (10) calendar days, after receipt of the request for contest. A notice of the date, time and location of the hearing shall be served on all responsible persons who contested the Statement of Abatement Costs by first class mail to the address(es) stated on the request form at least ten (10) calendar days prior to the hearing. Failure of a person requesting a contest to receive a properly addressed notice shall not invalidate any action or proceeding by the City pursuant to this Chapter.

G. Any request by an appellant to continue a hearing must be submitted to the City Clerk in writing no later than five (5) business days before the date scheduled for the hearing. The hearing officer may continue a hearing for good cause or on his or her own motion; however, in no event may the hearing be continued for more sixty (60) calendar days without stipulation by all parties.

H. At the time and place fixed for receiving and considering the request to contest the Statement of Abatement Costs, the City Manager shall hear and pass upon the evidence submitted by City Personnel, together with any objections or protests raised by responsible persons liable for said costs. Testimony and evidence shall be limited to issues related to the abatement costs, and no person shall be permitted to present evidence or testimony challenging the existence of a public nuisance or the manner of abatement as described in the Notice of Abatement. Thereupon, the City

Manager may make such revision, correction or modification to the statement as he or she may deem just, after which the statement, as it is submitted, or as revised, corrected or modified, shall be confirmed. The hearing may be continued from time to time.

I. Notwithstanding any provisions of the Code to the contrary, the decision of the City Manager is final and binding.

J. The City Clerk shall cause a Confirmed Statement of Abatement Costs to be served upon all persons who contested the original statement by first class mail to the address(es) stated on the request form. The City Clerk shall cause a Confirmed Statement of Abatement Costs to be served on the owner of the property on which City Personnel abated a public nuisance by first class mail to the address shown on the last equalized assessment roll (irrespective of whether the owner contested the Statement of Abatement Costs). This document shall also contain the following statement: "The determination of the City Manager is final and binding. Judicial review of the this decision is subject to the provisions and time limits set forth in California Code of Civil Procedure Sections 1094.6 et seq."

K. Failure of a person to receive a properly addressed confirmed statement shall not invalidate any action or proceeding by the City pursuant to this Chapter.

L. A responsible person shall tender the Abatement Costs in U.S. Currency to the City within thirty (30) calendar days after the date of service of the Confirmed Statement of Abatement Costs. The City may thereafter proceed to collect its Abatement Costs as contained in the confirmed Statement of Abatement Costs in any manner allowed by law.

8.40.210 Collection of Abatement Costs by Special Assessment.

A. The City may cause a special assessment to be made upon real property upon which a public nuisance was abated pursuant to California Government Code, Section 38773.5, and future amendments thereto, in the event a Statement of Abatement Costs or a confirmed Statement of Abatement Costs is not paid in a timely manner.

B. A Notice of Special Assessment shall be sent to the owner(s) of the subject real property by certified mail at the time the assessment is the imposed which shall contain the following recitals:

The property may be sold after three years by the tax collector for unpaid delinquent assessments. The tax collector's power of sale shall not be affected by the failure of the property owner to receive

notice. The assessment may be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to the special assessment. However, if any real property to which the cost of abatement relates has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date on which the first installment of the taxes would become delinquent, then the cost of abatement shall not result in a lien against the real property but instead shall be transferred to the unsecured roll for collection.

C. The City Attorney or City Prosecutor shall establish the Notice of Special Assessment form for use, or consideration by, the Tax Collector in collecting a special assessment.

D. The Notice of Special Assessment shall be entitled to recordation with the Los Angeles County Recorder's Office.

E. The amount of a Special Assessment shall also constitute a personal obligation of the property owners of land upon which the nuisance was abated.

8.40.220 Collection of Costs of Abatement by Nuisance Abatement Lien.

A. As an alternative to the procedure contained in Section 8.04.210 of this Chapter, the City may cause a nuisance abatement lien to be recorded upon real property upon which a public nuisance was abated pursuant to California Government Code, Section 38773.1, and future amendments thereto, in the event a Statement of Abatement Costs or a confirmed Statement of Abatement Costs is not paid in a timely manner.

B. A lien shall not be recorded prior to serving the owner of record of the parcel of land on which the public nuisance is maintained, with a notice. This document shall be served in the same manner as a summons in a civil action in accordance with Article 3 (commencing with Section 415.10) of Chapter 4 of Title 5 of Part 2 of the Code of Civil Procedure. If the owner of record, after diligent search cannot be found, the notice may be served by posting a copy thereof in a conspicuous place upon the property for a period of 10 days and publication thereof in a newspaper of general circulation published in Los Angeles County pursuant to Section 6062 of the California Government Code.

C. The nuisance abatement lien shall be recorded in the Los Angeles County Recorder's office in the County in which the parcel of land is located and from the date

of recording shall have the force, effect, and priority of a judgment lien.

D. A nuisance abatement lien authorized by this section shall specify the amount of the lien for the City of Covina, the name of the City department or division on whose behalf the lien is imposed, the date of the abatement actions, the street address, legal description and assessor's parcel number of the parcel on which the lien is imposed, and the name and address of the recorded owner of the parcel.

E. In the event that the lien is discharged, released, or satisfied, either through payment or foreclosure, notice of the discharge containing the information specified in Subsection (D) shall be recorded by the City. A nuisance abatement lien and the release of the lien shall be indexed in the grantor-grantee index.

F. A nuisance abatement lien may be foreclosed by an action brought by the City for a money judgment.

G. The City may recover from the property owner any costs incurred regarding the processing and recording of the lien and providing notice to the property owner as part of its foreclosure action to enforce the lien.

H. The amount of a Nuisance Abatement Lien shall also constitute a personal obligation of the property owners of land upon which the nuisance was abated.

8.40.230 Treble the Costs of Abatement.

Pursuant to California Government Code section 38773.7 (or any subsequent amendment thereto), upon entry of a second or subsequent civil or criminal judgment within a two (2) year period finding that an owner of property is responsible for a public nuisance except for public nuisance conditions abated pursuant to California Health & Safety Code Section 17980 ("State Housing Law"), the court may order that person to pay treble the costs of the abatement.

8.40.240 Violations and Penalties.

A. Any person who remains in or enters any building or structure that has been ordered to be vacated pursuant to the provisions of this Chapter is guilty of a misdemeanor offense punishable in accordance with Chapter 1.16 of Title 1 of this Code.

B. Any responsible person who fails to comply with an Order of Abatement by completing each of the requisite corrective actions in the manner and time set forth in the Order of Abatement is guilty of a misdemeanor offense punishable in accordance with Chapter 1.16 of Title 1 of this Code.

C. Any person who obstructs, impedes, or interferes with any representative of the City engaged in vacating, repairing, rehabilitating, or demolishing and removing any property pursuant to the provisions of this Chapter is guilty of a misdemeanor offense punishable in accordance with Chapter 1.16 of Title 1 of this Code.

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

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

Part 3 – Recordation of Substandard Notice

8.40.250 Recordation of Substandard Notice.

A. Notwithstanding any provision of the Covina Municipal Code to the contrary, if the City determines that any property, building or structure, or any part thereof, is in violation of any provision of the Covina Municipal Code and said violation has not been fully abated or corrected, as determined by the City, in the manner and time provided in any written notice to a responsible person, then the City, in its sole discretion, may record a Declaration of Substandard Property with the Los Angeles County Recorder's Office against said premises. As used herein, "fully abated or corrected" includes the procurement of all required City approvals, permits, licenses and the passage of all City required inspections.

B. A Declaration of Substandard Property shall not be recorded unless the City has first issued a written notice (in any form) to the owner of real property (i) identifying and requiring correction of a public nuisance condition; and, (ii) disclosing that a Declaration of Substandard Property may be recorded against the real property if the public nuisance condition(s) is/are not fully abated or corrected in the manner and time delineated in said notice, as determined by the City.

1. If the notice required pursuant to Section 8.40.250 B. was comprised of a Notice of Abatement as defined in this Chapter or of an administrative citation issued pursuant to Chapter 1.26 of Title 1 of this Code, a Declaration of Substandard Property shall not be recorded unless the Notice of Abatement and/or administrative citation is deemed a final and binding City decision.

C. The form that constitutes a Declaration of Substandard Property shall be approved by the City Attorney or the City Prosecutor.

D. The City shall record a Notice of Rescission of Declaration of Substandard Property with the Los Angeles County Recorder's Office within ten (10) business days of its determination that a violation or a public nuisance has been fully abated or corrected.

E. The City shall cause copies of recorded Declarations of Substandard Property and Notices of Rescission of Declaration of Substandard Property to be served on all persons having an ownership interest in the subject real property as shown in the last equalized assessment roll of the Los Angeles County Assessor's Office. Service thereof shall be by first class mail. Failure of any person to receive such notices shall not invalidate any action or proceeding pursuant to this Chapter.

8.40.260 Applicability of Other Laws.

A. This Chapter does not exclusively regulate the conditions and use of property within the City. This Chapter shall supplement other provisions of this Code and other statutes, ordinances or regulations now existing or subsequently enacted by the City, the State or any other entity or agency having jurisdiction.

B. The procedures for abatement set forth in this Chapter are not exclusive and are in addition to any other provisions set forth in this Code or by State law for the abatement of public nuisances."

SECTION 3: If any section, subsection, paragraph, sentence, clause or phrase of this Chapter is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Chapter. The City Council declares that it would have adopted this Chapter, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases, or portions be declared invalid or unconstitutional.

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

SECTION 5: The City Clerk, or her duly appointed deputy, shall attest to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this ordinance, the ordinance, or a summary of the ordinance, along with the names of the City Council members voting for and against the ordinance, shall be published in a newspaper of general circulation in the City of Covina.

SECTION 6: The City Council finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section

15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SIGNED AND APPROVED this _____ day of _____, 2013.

KEVIN STAPLETON, MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

I HEREBY CERTIFY that the above and foregoing ordinance was duly passed and adopted by the Covina City Council at its regular meeting held on the _____ day of _____, 2013, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk