

Table of Contents

Agenda	3
CC 1. Minutes of the November 1, 2016, Special Study Session and Regular Meetings.	
Minutes	9
CC 2. Payment of City Demands.	
Payment of City Demands	17
CC 3. Payment of Agency Demands.	
Payment of Agency Demands	27
CC 4. Confirmation of Continued Existence of Emergency Condition at Charter Oak Reservoir Site.	
Resolution No. 16-7553.	31
CC 5. Third Amendments to Contract with Boss Janitorial Services, Inc. for Janitorial Maintenance Services.	
Amendments to Janitorial Services Contracts	41
CC 6. Set Public Hearing Date for Consideration of Vesting Tentative Tract Map 74512 to Subdivide the Project Site for Residential, Recreation, Open Space, Public/Transit and Public/Civic Uses on Approximately 4.54 Acres Located Generally at 1162 N. Citrus Avenue and 117 E. Covina Boulevard.	
Hearing Date for Vesting Tentative Tract Map 74512.	49
CC 7. Professional Services Agreement with Advantage, Inc. for Printing and Binding Services for the City's Quarterly Newsletter Publication.	
Advantage, Inc. Agreement.	69
CC 8. Professional Services Agreement with Robert Half International, Inc., for Accounting Services.	
Robert Half International, Inc. Agreement.	89
CC 9. Establishment of the Sum of Bond Required of Specified City Employees.	
Resolution No. 16-7555.	105
CC 10. Request to Increase Compensation to Liebert Cassidy Whitmore for Legal Services Provided in Fiscal Year 2016-2017.	
Resolution No. 16-7556.	113
PH 1. Ordinance No. 16-2063 Adopting by Reference the 2016 Editions of California Administrative, Building, Electrical, Mechanical, Plumbing, Energy, Historical Building, Fire, Existing Building, Green Building Standards, and Reference Standards Codes and Amending Title 14 (Building and Construction) of the Covina Municipal Code - Second Reading and Adoption.	
Ordinance No. 16-2063.	117
PH 2. Consideration of Appeal of Planning Commission's Decision to Approve Resolution No. 2016-025 PC with Conditions of Approval.	
Resolution No. 16-7552.	147
PH 3. Establishment and Adjustment of Certain Service and Development-Related and Other User Fees.	
Resolution No. 16-7554.	227

PH 4. Extension of a Moratorium on Issuing Permits for New Used Merchandise, Secondhand and/or Thrift Stores or Expansion of Any Existing Used Merchandise, Secondhand, and/or Thrift Stores.

 Urgency Ordinance No. 16-2066 341

CB 1. First Amendment to Agreement with Blueray Management LLC to Provide Seasonal Aquatics Programs and Services.

 Amendment to Blueray Management LLC Agreement 363

NB 1. Consideration of Participation in the 2017 Greater Los Angeles Homeless Count.

 2017 Greater Los Angeles Homeless Count 369



REGULAR MEETING AGENDA
125 E. College Street, Covina, California
Council Chamber of City Hall
Tuesday, November 15, 2016

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

CALL TO ORDER

ROLL CALL

Council/Agency/Authority Members Walter Allen III, Peggy A. Delach, John C. King, Mayor Pro Tem/Vice-Chair Jorge A. Marquez and Mayor/Chair Kevin 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 Financing Authority/Covina Housing Authority will adjourn to closed session for the following:

CLOSED SESSION

A. Government Code § 54957.6 – CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representative: Danielle Tellez, Human Resources Director
Employee Organizations: American Federation of State, County and Municipal Employees (AFSCME); Police Association of Covina (PAC); Police Management Group (PMG); and Police Supervisors of Covina (PSC)

B. Government Code § 54957.6 – CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representative: Danielle Tellez, Human Resources Director
Unrepresented Employees: Mid-Management, Supervisory and Professional, and Confidential and Technical Employees; and Executive Employees (excluding the City Manager)

RECESS

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

RECONVENE AND CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

Led by Councilmember Delach.

INVOCATION

Given by Covina Police Chaplain Truax

PRESENTATIONS

Recognition of the 2016 Christmas Parade Committee Members

PUBLIC COMMENTS

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

COUNCIL/AGENCY/AUTHORITY COMMENTS

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

CITY MANAGER COMMENTS

CONSENT CALENDAR

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

CC 1. Minutes of the November 1, 2016, Special Study Session and Regular Meetings of the City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Housing Authority.

Report: [Minutes](#)

CC 2. Payment of City Demands in the Amount of \$2,171,901.25.

Report: [Payment of City Demands](#)

CC 3. Payment of Agency Demands in the Amount of \$56,507.55.

Report: [Payment of Agency Demands](#)

CC 4. City Council to Adopt Resolution No. 16-7553 Confirming Continued Existence of An Emergency Condition for the Residual Control System at the Charter Oak Reservoir Site Pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

Report: [Resolution No. 16-7553](#)

CC 5. Third Amendments to Contract with Boss Janitorial Services, Inc. for Janitorial Maintenance Services.

Report: [Amendments to Janitorial Services Contracts](#)

CC 6. Set Public Hearing Date of November 29, 2016 Special Meeting for the Consideration of Vesting Tentative Tract Map (VTTM) 74512, to Subdivide the 10.66-acre Project Site into 23 Lots with 21 Lots and 12 Letter-Lots on Approximately 6.12 Acres for the Residential Development of 117 For-Sale Townhouse Units, Private Drive Aisles, Recreation Facilities and Common Open Space Areas; and 2 Lots (Lots 22 and 23) on Approximately 4.54 Acres for Public/Transit and Public/Civic Uses for Property Located Generally at 1162 North Citrus Avenue and 117 East Covina Boulevard - APN: 8406-019-019, 8406-019-020 and 8406-019-017.

Report: [Hearing Date for Vesting Tentative Tract Map 74512](#)

CC 7. Professional Services Agreement with Advantage, Inc. for Printing and Binding Services for the City of Covina's Quarterly Newsletter Publication.

Report: [Advantage, Inc. Agreement](#)

CC 8. Professional Services Agreement with Robert Half International, Inc. for Accounting Services.

Report: [Robert Half International, Inc. Agreement](#)

CC 9. Establishment of the Sum of Bond Required of Specified City Employees.

Report: [Resolution No. 16-7555](#)

CC 10. Request to Increase Compensation to Liebert Cassidy Whitmore for Legal Services Provided in Fiscal Year 2016-2017.

Report: [Resolution No. 16-7556](#)

PUBLIC HEARING

PH 1. Ordinance No. 16-2063 Adopting by Reference the 2016 Editions of the California Administrative, Building, Electrical, Mechanical, Plumbing, Energy, Historical Building, Fire, Existing Building, Green Building Standards, and Reference Standards Codes and Related Model Codes, with Appendices and Amendments Thereto; and Amending Title 14 (Building and Construction) of the Covina Municipal Code - Second Reading & Adoption.

Report: [Ordinance No. 16-2063](#)

Staff Recommendation:

Waive full reading, read by title only, and adopt on second reading **Ordinance No. 16-2063** entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, ADOPTING BY REFERENCE THE 2016 EDITIONS OF THE CALIFORNIA ADMINISTRATIVE, BUILDING, ELECTRICAL, MECHANICAL, PLUMBING, ENERGY, HISTORICAL BUILDING, FIRE, EXISTING BUILDING, GREEN BUILDING STANDARDS, AND REFERENCE STANDARDS CODES AND RELATED MODEL CODES, WITH APPENDICES AND AMENDMENTS THERETO; AND AMENDING TITLE 14 (BUILDING AND CONSTRUCTION) OF THE COVINA MUNICIPAL CODE.”

PH 2. Resolution No. 16-7552 to Consider the Appeal of Planning Commission’s Decision to Approve Resolution No. 2016-025 PC with Conditions of Approval.

Report: [Resolution No. 16-7552](#)

Staff Recommendation:

Adopt **Resolution No. 16-7552** to sustain the City of Covina’s Planning Commission’s decision to approve Resolution No. 2016-025 PC with Conditions of Approval for SPR 16-012 and CUP 16-009, a request to offer general alcohol (Type 47 ABC License) for a new sit-down eating establishment located on the ground-floor level of the building located at 211 North Citrus.

PH 3. The Establishment and Adjustment of Certain Service and Development-Related and Other User Fees.

Report: [Resolution No. 16-7554](#)

Staff Recommendation:

Open and conduct the Public Hearing and adopt **Resolution No. 16-7554** adopting a City-wide Comprehensive User Fee Study, adopting a comprehensive fee schedule establishing and amending certain service and development-related fees for City services, and authorizing the payment of such fees by credit card, debit card or electronic funds transfer.

PH 4. A Public Hearing to Consider Issuing a Report and Subsequent Adoption of Urgency Ordinance No. 16-2066 Extending a Moratorium on Issuing Any Permits for Any New Used Merchandise, Secondhand and/or Thrift Stores or the Expansion of Any Existing Used Merchandise, Secondhand and/or Thrift Stores.

Report: [Urgency Ordinance No. 16-2066](#)

Staff Recommendation:

1. Open the public hearing, receive public testimony, and close the public hearing.
2. Adopt and issue the report on measures taken during the moratorium per Government Code Section 65858.
3. Adopt **Urgency Ordinance No. 16-2066** entitled, “An Urgency Ordinance of the City of Covina Extending the Term of Ordinance No. 15-2047 Enacted Pursuant to Government Code Section 65858 Establishing a Moratorium on the Establishment of Any New Used Merchandise Stores and Secondhand Stores, or Thrift Stores in the City of Covina, or the Expansion of Any Existing Used Merchandise Stores, Secondhand Stores or Thrift Stores, Declaring the Urgency Thereof and Making a Determination of Exemption Under the California Environmental Quality Act;” a four-fifths (4/5) vote is required per California Government Code Section 65858.
4. Direct staff to draft revisions to Chapter 17 of the Covina Municipal Code relating to Used Merchandise, Secondhand and/or Thrift Stores and return to the City Council for consideration of the proposed revisions by June 2017.

CONTINUED BUSINESS

CB 1. First Amendment to Professional Services Agreement with Blueray Management LLC to Provide Seasonal Aquatics Programs and Services.

Report: [Amendment to Blueray Management LLC Agreement](#)

Staff Recommendation:

Approve First Amendment to Professional Services Agreement with Blueray Management LLC to provide seasonal aquatics programs and services.

NEW BUSINESS

NB 1. City Council Consideration of Participation in the 2017 Greater Los Angeles Homeless Count.

Report: [2017 Greater Los Angeles Homeless Count](#)

Staff Recommendation:

Consider participation in the 2017 Homeless Count and approve the Opt-In Program Agreement for the 2017 Greater Los Angeles Homeless Count Opt-In Program with the Los Angeles Homeless Services Authority, subject to final approval of terms by the City Attorney, and authorize the City Manager or his designee to sign related documents.

ADJOURNMENT

The Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority will adjourn to its special meeting of the Council/Agency/Authority scheduled for Tuesday, November 29, 2016, at 7:00 p.m. for open session inside the Council Chamber, 125 East College Street, Covina, California, 91723.

Any member of the public may address the Council/Agency/Authority during both the public comment period and on any scheduled item on the agenda. Comments are limited to a maximum of five minutes per speaker unless, for good cause, the Mayor/Chairperson amends the time limit. Anyone wishing to speak is requested to submit a yellow Speaker Request Card to the City Clerk; cards are located near the agendas or at the City Clerk's desk.

MEETING ASSISTANCE INFORMATION: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (626) 384-5430. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

If you challenge in court any discussion or action taken concerning an item on this agenda, you may be limited to raising only those issues you or someone else raised during the meeting or in written correspondence delivered to the City at or prior to the City's consideration of the item at the meeting.

The Covina City Clerk's Office does hereby declare that, in accordance with California Government Code Section 54954.2(a), the agenda for the Tuesday, November 15, 2016, meeting was posted on November 10, 2016, on the City's website and near the front entrances of: 1) Covina City Hall, 125 East College Street, Covina; and 2) the Covina Public Library, 234 N. Second Avenue, Covina.

MATERIALS RELATED TO AN ITEM ON THIS AGENDA, AND SUBMITTED TO THE CITY COUNCIL AFTER PUBLICATION OF THE AGENDA, ARE AVAILABLE TO THE PUBLIC IN THE CITY CLERK'S OFFICE AT 125 E. COLLEGE STREET, COVINA.



**MINUTES OF THE NOVEMBER 1, 2016
SPECIAL MEETING OF THE COVINA CITY COUNCIL/SUCCESSOR AGENCY TO
THE COVINA REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCING
AUTHORITY/COVINA HOUSING AUTHORITY HELD IN THE COUNCIL
CHAMBER OF CITY HALL, 125 EAST COLLEGE STREET, COVINA, CALIFORNIA**

CALL TO ORDER

Mayor Stapleton called the Council/Agency/Authority meeting to order at 6:00 p.m. with all Councilmembers present. There were no public comments. Mayor Stapleton recessed the Council to closed session at 6:00 p.m.

ROLL CALL

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

Councilmembers Absent: None.

Elected Members Present: None.

Staff Members Present: Interim City Manager Don Penman, City Attorney Candice K. Lee, and Chief Deputy City Clerk/Records Management Director Sharon F. Clark.

CLOSED SESSION

- A. Government Code § 54957 - PUBLIC EMPLOYEE APPOINTMENT**
Title: City Manager – Review of Applications

ADJOURNMENT

At 7:00 p.m., the special meeting of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority was adjourned to the regular meeting of the Council/Agency/Authority scheduled for Tuesday, November 1, 2016, at 6:30 p.m. for closed session and 7:30 p.m. for open session inside the Council Chamber, 125 East College Street, Covina, California, 91723.

Respectfully Submitted:

Sharon F. Clark, CMC
Chief Deputy City Clerk

Approved this 15th day of November, 2016:

Kevin Stapleton, Mayor/Chair



MINUTES OF NOVEMBER 1, 2016

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

CALL TO ORDER

Mayor Stapleton called the Council/Agency/Authority meeting to order at 6:30 p.m. with all councilmembers present. There were no public comments. Mayor Stapleton recessed the Council to closed session at 6:30 p.m.

ROLL CALL

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

Councilmembers Absent: None.

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

Elected Members Absent: None.

Staff Members Present: Interim City Manager Donald E. Penman, City Attorney Candice K. Lee, Police Chief John Curley, Community Development Director Brian Lee, Public Works Director Siobhan Foster, Parks and Recreation/Library Director Amy Hall-McGrade, Human Resources Director Danielle Tellez, Finance Director Anita Agramonte, Acting Assistant Fire Chief Jim Enriquez, and Chief Deputy City Clerk/Records Management Director Sharon F. Clark.

CLOSED SESSION

A. Government Code § 54957.6 – CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representative: Danielle Tellez, Human Resources Director

Employee Organizations: American Federation of State, County and Municipal Employees (AFSCME); Police Association of Covina (PAC); Police Management Group (PMG); and Police Supervisors of Covina (PSC)

B. Government Code § 54957.6 – CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representative: Danielle Tellez, Human Resources Director

Unrepresented Employees: Mid-Management, Supervisory and Professional, and Confidential and Technical Employees; and Executive Employees (excluding the City Manager)

RECONVENE AND CALL TO ORDER

Mayor Stapleton reconvened the meeting into open session at 7:30 p.m. with all councilmembers present.

CLOSED SESSION REPORT

Mayor Stapleton announced that there was no reportable action taken in Closed Session.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Marquez led the Pledge of Allegiance.

INVOCATION

Covina Police Chaplain Truax gave the invocation.

PRESENTATIONS – None.

PUBLIC COMMENTS

Jeannine Mooneyham commented on the benefits of the Covina Woman's Club property as a possibility for a new Senior and Community Center location and stated she is looking forward to getting the architect's report on the building and discussing a partnership between the Woman's Club and the City.

Foothill Transit Manager of Public Affairs Yoko Igawa introduced herself to Council and the community, gave information on Los Angeles County Ballot Measure M, and stated she is available to present updates in the future at the Council's pleasure.

COUNCIL/AGENCY/AUTHORITY COMMENTS

Councilmember King commended the Día de los Muertos event put on by Forest Lawn & the City's Parks and Recreation Department, the City's Halloween Carnival, and Assembly of God's Carnival.

Councilmember Allen announced that VNSF engines are off the tracks now for the Metrolink San Bernardino line and that during the week of approximately November 12, 2016, for two days from 8:00 a.m. to 5:00 p.m., Metrolink will be running a track-analysis car that makes a lot of noise; commented that he had enjoyed judging at the Halloween Carnival; and commended the Lions Club for their involvement in that event.

Councilmember Delach stated she was sorry to have missed the Halloween Carnival due to sickness and that she had over 130 children trick-or-treating at her house; thanked Foothill Transit Manager of Public Affairs Igawa for attending tonight's meeting to keep council informed; and commented that Measure M funds would help buy brand new electric buses which are made locally in the City of Industry, to meet Foothill Transit Executive Board's goal to be all electric by 2030.

Mayor Pro Tem Marquez agreed with comments by Councilmembers King & Allen about events this past weekend; thanked Foothill Transit Manager of Public Affairs Igawa for attending tonight's meeting; reminded the community to vote on November 8; and commented that the Council has endorsed a NO vote on Proposition 64.

Mayor Stapleton encouraged the community to exercise their right to vote, commended the Halloween Carnival, and suggested that in the future the Covina Concert Band open their snack bar to provide food options at the Carnival.

Mayor Stapleton commented on recent events:

- San Gabriel Valley Council of Governments General Assembly 2016;
- Sanitation Districts of Los Angeles County Board Meeting;
- Covina Parks & Recreation Department and Forest Lawn – Dia de los Muertos;
- Halloween Carnival.

He announced the following upcoming events:

- Covina Library's Native American Tribal Dance and Culture Exhibition on Saturday, November 5, 2016, at 2:00 p.m.;
- Covina Library's In-n-Out Cover to Cover Reading Challenge;
- Covina Library's Food for Fines Canned Food Drive through November 19, 2016;
- Covina Library's Thanksgiving Tree of Gratitude from November 8 – 23, 2016;
- Covina Rotary Club's Field of Valor at Sierra Vista Middle School from November 5 – 12, 2016;
- Tree-Lighting Ceremony at Heritage Plaza on November 19, 2016, at 6:00 p.m.;
- Parks & Recreation Department's Registration for Junior and Youth Basketball beginning November 14, 2016.
- Covina Christmas parade on the first Saturday in December.

CITY MANAGER COMMENTS – None.

CONSENT CALENDAR

A motion was made by Councilmember Delach, seconded by Councilmember King, to approve Consent Calendar items CC 1 – 10 as presented.

Motion approved Consent Calendar items CC 1 – 10 as follows:

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

CC 1. City Council approved the Minutes of the October 18, 2016, Special Study Session and Regular Meetings of the City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Housing Authority.

CC 2. City Council approved the payment of City Demands in the Amount of \$1,350,834.41.

- CC 3. Successor Agency to the Covina Redevelopment Agency approved the payment of Agency Demands in the Amount of \$7,968.15.
- CC 4. City Council adopted **Resolution No. 16-7549** confirming continued existence of an emergency condition for the Residual Control System at the Charter Oak Reservoir Site pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.
- CC 5. Successor Agency to the Covina Redevelopment Agency adopted **Resolution No. 16-039** approving the transfer of certain properties by the Successor Agency to the Covina Redevelopment Agency for governmental use; City Council adopted **Resolution No. 16-7550** authorizing the acceptance of certain properties from the Successor Agency to the Covina Redevelopment Agency for governmental use; and authorized the City Manager/Executive Director or his designee to execute a certificate of acceptance with respect to the grant deed, and cause the grant deed and certificate of acceptance to be recorded.
- CC 6. City Council determined that note terms, agreement terms and program requirements are satisfied for Tortano, LLC doing business as Pan e Vino, a Community Development Block Grant (CDBG) Special Economic Development Program participant; authorized removal of the loan/grant restrictions including a lien on real property upon approval of program compliance by Los Angeles County Community Development Commission; and authorized the City Manager or his designee to execute related documents.
- CC 7. City Council approved the Annual Report of the Prospero Park Owners Association Business Area Enhancement District (BAED); and adopted **Resolution No. 16-7547** declaring its intent to levy an annual assessment for the fiscal year 2016-2017 in the Prospero Park Business Area Enhancement District (BAED), and establishing the date, time and place for the public hearing.
- CC 8. City Council approved the Annual Report of the Downtown Covina Business Area Enhancement District (BAED); and adopted **Resolution No. 16-7548** declaring its intent to levy an annual assessment for the fiscal year 2016-2017 in the Downtown Covina Business Area Enhancement District (BAED), and establishing the date, time and place for the public hearing.
- CC 9. City Council authorized the Director of Public Works to submit a General Services Request to Los Angeles County in an amount not-to-exceed \$49,500 for the City's participation in the Los Angeles County Traffic Signal Upgrade Project to enhance traffic signals and related equipment at Sunflower Avenue/Badillo Street, Grand Avenue/Covina Boulevard, and Grand Avenue/Cypress Street within the City of Covina.
- CC 10. City Council adopted **Resolution No. 16-7551** appropriating \$12,500 to purchase and install a new front lobby door system at the Covina Police Station; and authorized the Interim City Manager or his designee to execute the purchase contract.

PUBLIC HEARING – None.

CONTINUED BUSINESS – None.

NEW BUSINESS

NB 1. Authorization to Overfill Water Services Supervisor Position in Department of Public Works on Interim Basis.

The staff report was presented by Interim City Manager Penman. There was no public comment.

In response to a question from Mayor Stapleton, Interim City Manager Penman confirmed that this is not an outside contract, but aimed at finding a retired employee to serve on an interim basis.

A motion was made by Councilmember King, seconded by Councilmember Allen, to authorize the Department of Public Works to overfill the Water Services Supervisor position on an interim basis.

Motion approved New Business item NB 1 as follows:

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

NB 2. Urgency Ordinance Prohibiting All Commercial Non-Medical Marijuana Activity in the City, Prohibiting Outdoor Marijuana Cultivation on Private Residences and Restricting Indoor Cultivation in Private Residences and Declaring the Urgency Thereof.

The staff report was presented by Community Development Director Lee. There was no public comment.

Police Chief Curley explained that this issue is very important because of the crimes these locations attract as well as quality-of-life issues such as offensive odors.

City Attorney Lee stated for the record that adoption of urgency ordinances requires a four-fifths vote.

A motion was made by Councilmember King, seconded by Councilmember Allen, to waive full reading, read by title only, and adopt **Ordinance No. 16-2065**, entitled, “AN INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, PROHIBITING ALL COMMERCIAL NON-MEDICAL MARIJUANA ACTIVITY IN THE CITY, PROHIBITING OUTDOOR MARIJUANA CULTIVATION ON PRIVATE RESIDENCES AND RESTRICTING INDOOR CULTIVATION IN PRIVATE RESIDENCES AND DECLARING THE URGENCY THEREOF.”

Motion approved New Business item NB 2 as follows:

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

ADJOURNMENT

At 8:01 p.m., the meeting of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority was adjourned to its next regular meeting of the Council/Agency/Authority scheduled for Tuesday, November 15, 2016, at 5:00 p.m. for study session in the Covina Library Community Room at 234 N. Second Avenue, Covina, California, 91723; and at 6:30 p.m. for closed session and 7:30 p.m. for open session inside the Council Chamber, 125 East College Street, Covina, California, 91723.

Respectfully submitted:

Sharon F. Clark, CMC
Chief Deputy City Clerk

Approved this 15th day of November, 2016:

Kevin Stapleton, Mayor/Chair



CITY OF COVINA AGENDA REPORT

ITEM NO. CC 2

MEETING DATE: November 15, 2016

TITLE: Payment of Demands

PRESENTED BY: Geoffrey Cobbett, City Treasurer
Anita Agramonte, Finance Director

RECOMMENDATION: Approve Payment of Demands in the amount of \$2,171,901.25

BACKGROUND:

Attached is a list of warrants and demands which are being presented for approval and are summarized as follows:

<u>DATE OF DEMANDS</u>		<u>DEMAND NUMBERS</u>	<u>AMOUNT</u>
ACCOUNTS PAYABLE WARRANTS			
Oct. 14 - Oct. 27, 2016	Wires/EFTs	5171-5175	\$ 14,398.12
	Checks	82188-82445	\$ 1,578,910.50
<u>PAYROLL</u>			
10/20/16			\$ 550,675.10
<u>VOIDS</u>			
			\$ -
<u>WORKERS COMPENSATION</u>			
Oct. 14 - Oct. 27, 2016			\$ 27,917.53
		GRAND TOTAL:	\$ 2,171,901.25

DISCUSSION:

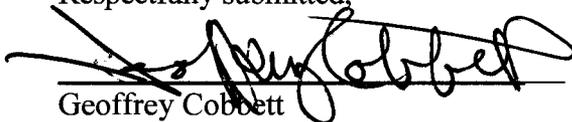
The attached reports have been reviewed by the City Treasurer and by the Finance Director.

FISCAL IMPACT:

Sufficient funding is available and the related costs are included in the Fiscal Year 16/17 Adopted Budget.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Respectfully submitted,



Geoffrey Cobbett
City Treasurer



Anita Agramonte
Finance Director

ATTACHMENTS:

Attachment A: Check Register

CITY OF COVINA
Check Register
Oct. 14 - Oct. 27, 2016

Check #	Check Date	Vendor	Name	Amount
5171	10/20/16	4160	ICMA	150.00
5172	10/20/16	1405	ICMA RETIREMENT	5,138.47
5173	10/20/16	4003	MidAmerica	2,323.65
5174	10/20/16	2033	NATIONWIDE RETI	5,900.00
5175	10/20/16	4223	ZUMWALT, KRISTI	886.00
			subtotal EFT/wires	\$14,398.12
82188	10/20/16	4159	2FA, INC.	1,027.00
82189	10/20/16	26	ABSOLUTE SECURI	3,666.00
82190	10/20/16	4188	ACCO ENGINEERED	5,478.71
82191	10/20/16	4398	ADAMS, PAMELA K	300.00
82192	10/20/16	44	ADAMSON INDUSTR	502.50
82193	10/20/16	4209	ADLERHORST INTE	5,000.00
82194	10/20/16	84	AIRGAS-WEST	366.87
82195	10/20/16	113	ALL CITY MANAGE	5,459.69
82196	10/20/16	158	AMERICAN TRAFFI	16,185.00
82197	10/20/16	219	AT&T	734.13
82198	10/20/16	219	AT&T	19.56
82199	10/20/16	219	AT&T	17.94
82200	10/20/16	219	AT&T	17.94
82201	10/20/16	219	AT&T	19.56
82202	10/20/16	219	AT&T	19.56
82203	10/20/16	219	AT&T	20.06
82204	10/20/16	219	AT&T	2,429.20
82205	10/20/16	269	BAKER AND TAYLO	11.29
82206	10/20/16	269	BAKER AND TAYLO	2,218.96
82207	10/20/16	283	BANK OF THE WES	8,464.64
82208	10/20/16	3929	BOOT BARN INC	2,482.18
82209	10/20/16	4307	BROADSPEC INC	30,000.00
82210	10/20/16	437	BURRO CANYON EN	90.00
82211	10/20/16	457	CA PARKS AND RE	165.00
82212	10/20/16	476	CALIF BUILDING	1,999.80
82213	10/20/16	477	CALIF, STATE OF	4,555.18
82214	10/20/16	477	CALIF, STATE OF	140.00
82215	10/20/16	568	CAT SPECIALTIES	211.90
82216	10/20/16	634	CHEVRON PRODUCT	134.87
82217	10/20/16	639	CHINO TACH & SP	540.00
82218	10/20/16	649	CINTAS CORP #69	891.08
82219	10/20/16	654	CITRUS CAR WASH	13.99
82220	10/20/16	700	COLLEY FORD	119.95
82221	10/20/16	766	COVINA DISPOSAL	13,741.42
82222	10/20/16	4268	COVINA LAWN MOW	106.32
82223	10/20/16	4431	CURT PRINGLE &	10,345.34
82224	10/20/16	875	DELL MARKETING	5,232.00
82225	10/20/16	894	DF POLYGRAPH	300.00

CITY OF COVINA
Check Register
Oct. 14 - Oct. 27, 2016

82226	10/20/16	3967	DREAM SHAPERS	350.00
82227	10/20/16	970	EDISON CO	1,349.63
82228	10/20/16	4332	ERIC ARROYO	900.00
82229	10/20/16	3778	EVIDENT INC	446.24
82230	10/20/16	1055	FEDEX	19.98
82231	10/20/16	1089	FOOTHILL PRESBY	1,005.96
82232	10/20/16	4455	FRONTIER CALIFO	926.83
82233	10/20/16	1156	GAS COMPANY, TH	2,391.22
82234	10/20/16	1197	GLOBAL WATER MA	56,464.07
82235	10/20/16	1204	GOLDEN STATE WA	57.01
82236	10/20/16	1235	GRAINGER	656.47
82237	10/20/16	1241	GRAND PRINTING	2,839.23
82238	10/20/16	4530	GVP VENTURES, I	6,541.15
82239	10/20/16	1275	HAAKER EQUIPMEN	2,129.68
82240	10/20/16	1361	HOLLIDAY ROCK C	744.48
82241	10/20/16	1364	HOME DEPOT	1,497.56
82242	10/20/16	1387	HUNTER, JOHN L.	4,488.75
82243	10/20/16	3988	HYDRO CONNECTIO	58.23
82244	10/20/16	1428	INGRAM DIST GRO	67.73
82245	10/20/16	1429	INLAND EMPIRE S	928.00
82246	10/20/16	1441	INTERSTATE BATT	1,501.47
82247	10/20/16	4077	INTERWEST CONSU	18,962.50
82248	10/20/16	1451	IRWINDALE INDUS	310.00
82249	10/20/16	1484	JEFFERSON SIGN	352.76
82250	10/20/16	1561	KEYSTONE UNIFOR	738.48
82251	10/20/16	1605	LA CNTY AUDITOR	1,582.34
82252	10/20/16	1609	LA CNTY COUNTY	4,340.38
82253	10/20/16	1612	LA CNTY DEPT OF	4,701.69
82254	10/20/16	1613	LA CNTY DISTRIC	100.91
82255	10/20/16	1614	LA CNTY FIRE DE	743,159.40
82256	10/20/16	1615	LA CNTY MTA	420.00
82257	10/20/16	4341	Landcare	8,772.49
82258	10/20/16	1663	LAW ENFORCEMENT	50.00
82259	10/20/16	1673	LAWSON PRODUCTS	103.77
82260	10/20/16	4523	LEDGENT FINANCE	5,783.40
82261	10/20/16	1694	LEWIS ENGRAVING	133.26
82262	10/20/16	1707	LIEBERT CASSIDY	22,868.45
82263	10/20/16	1768	MACADAM, HEIDI	180.40
82264	10/20/16	1792	MANNING & MARDE	28,555.22
82265	10/20/16	1933	MISSION LINEN S	35.20
82266	10/20/16	4504	NORWOOD STORES	949.50
82267	10/20/16	2091	O REILLY AUTO P	38.33
82268	10/20/16	2104	OFFICE DEPOT	152.98
82269	10/20/16	4181	ONE STOP BODY S	934.03
82270	10/20/16	99999	CHARTER COMMUNICATIONS	20.00

CITY OF COVINA
Check Register
Oct. 14 - Oct. 27, 2016

82271	10/20/16	99999	MICHAEL EVANS	202.00
82272	10/20/16	99999	RYAN RASMUSSEN	200.00
82273	10/20/16	2238	PEST OPTIONS IN	95.00
82274	10/20/16	2345	QUILL	94.82
82275	10/20/16	2415	REPUBLIC MASTER	345.88
82276	10/20/16	3796	RICHARDS, WATSO	873.73
82277	10/20/16	2447	RIVERSIDE CNTY	389.00
82278	10/20/16	4201	ROBERT HALF	4,500.00
82279	10/20/16	4542	ROCHELLE A MAZE	200.00
82280	10/20/16	2537	SAN DIEGO REGIO	517.00
82281	10/20/16	4451	SERNA'S RELOCAT	35.00
82282	10/20/16	2614	SGV CITY MANAGE	30.00
82283	10/20/16	2620	SGV NEWSPAPER G	385.86
82284	10/20/16	2676	SMART AND FINAL	76.81
82285	10/20/16	2678	SMITH, CRYSTAL	860.34
82286	10/20/16	4389	SOCIAL VOCATION	1,065.90
82287	10/20/16	2705	SOUTH COAST AQM	124.35
82288	10/20/16	4521	SPECTRA WALL	7,060.32
82289	10/20/16	2737	STAPLES INC	161.67
82290	10/20/16	3729	SUNBELT RENTALS	381.50
82291	10/20/16	2814	TASER INTERNATI	435.00
82292	10/20/16	3185	TOSHIBA FINANCI	1,908.64
82293	10/20/16	2903	TRI-XECUTEX COR	160.00
82294	10/20/16	3001	VERIZON WIRELES	3,857.04
82295	10/20/16	3004	VICTORY EXTERMI	75.00
82296	10/20/16	3023	VULCAN MATERIAL	335.18
82297	10/20/16	3043	WARREN DISTRIBU	303.65
82298	10/20/16	3070	WEST COAST ARBO	140.00
82299	10/20/16	3075	WEST COVINA, CI	495.00
82300	10/20/16	3082	WESTERN WATER W	591.22
82301	10/20/16	3132	WRIGHT DESIGNS	671.66
82302	10/20/16	3134	XEROX CORPORATI	776.70
82303	10/20/16	3135	XO COMMUNICATIO	5,142.67
82304	10/20/16	3159	ZUMWALT, JOHN	499.98
82305	10/20/16	68	AFLAC	3,830.04
82306	10/20/16	69	AFSCME	580.00
82307	10/20/16	487	CaIPERS	64,647.78
82308	10/20/16	3846	CLEA	416.25
82309	10/20/16	3846	CLEA	110.25
82310	10/20/16	775	COVINA POLICE A	2,700.00
82311	10/20/16	789	COVINA-FSA, CIT	1,101.56
82312	10/20/16	878	DELTA DENTAL OF	6,955.14
82313	10/20/16	1106	FRANCHISE TAX B	400.00
82314	10/20/16	1247	GREAT WEST LIFE	3,105.10
82315	10/20/16	3795	LEGAL SHIELD	223.24

CITY OF COVINA
Check Register
Oct. 14 - Oct. 27, 2016

82316	10/20/16	2234	PERS	143,447.49
82317	10/20/16	2235	PERS LONG TERM	169.84
82318	10/20/16	2946	UNITED WAY OF G	17.50
82319	10/20/16	3014	VISION SERVICE	725.56
82320	10/20/16	4255	VOYA FINANCIAL	3,923.93
82321	10/20/16	3045	WASHINGTON NATI	46.10
82322	10/27/16	3	12 MILES OUT.CO	1,200.00
82323	10/27/16	37	ACRYLATEX	272.06
82324	10/27/16	40	ACTIVE NETWORK	2,083.71
82325	10/27/16	44	ADAMSON INDUSTR	730.30
82326	10/27/16	51	ADVANCED BATTER	285.47
82327	10/27/16	84	AIRGAS-WEST	124.85
82328	10/27/16	113	ALL CITY MANAGE	6,587.10
82329	10/27/16	160	AMERICAN WEST C	25.00
82330	10/27/16	173	VOID	0.00
82331	10/27/16	220	AT&T LONG DISTA	39.39
82332	10/27/16	324	BELTANE WEB SER	300.00
82333	10/27/16	3771	BLACK & WHITE E	1,531.16
82334	10/27/16	4279	BOSS JANITORIAL	2,892.10
82335	10/27/16	4353	BREA, CITY OF	56,430.00
82336	10/27/16	475	CALIBER POOL AN	2,477.90
82337	10/27/16	477	CALIF, STATE OF	684.14
82338	10/27/16	4123	CARDENAS, RUDY	175.00
82339	10/27/16	568	CAT SPECIALTIES	1,578.76
82340	10/27/16	618	CHARTER OAK HAR	110.08
82341	10/27/16	649	CINTAS CORP #69	406.44
82342	10/27/16	654	CITRUS CAR WASH	362.95
82343	10/27/16	656	CITRUS VALLEY F	158.05
82344	10/27/16	717	COMPLETE PAPERL	10,690.00
82345	10/27/16	739	COPWARE	1,105.00
82346	10/27/16	783	COVINA WATER	2,649.19
82347	10/27/16	798	CRAFCO INC	2,799.12
82348	10/27/16	896	DH MAINTENANCE	7,752.89
82349	10/27/16	911	DIRECT EDGE INC	1,090.00
82350	10/27/16	3164	DIVERSIFIED TRA	2,340.03
82351	10/27/16	4292	DUDEK	67,579.05
82352	10/27/16	970	EDISON CO	484.62
82353	10/27/16	4332	ERIC ARROYO	900.00
82354	10/27/16	3911	FACTORY MOTOR P	133.20
82355	10/27/16	1055	FEDEX	38.97
82356	10/27/16	1092	FORENSIC NURSE	1,380.00
82357	10/27/16	4455	FRONTIER CALIFO	88.99
82358	10/27/16	3817	FUN EXPRESS, LL	135.17
82359	10/27/16	1156	GAS COMPANY, TH	213.25
82360	10/27/16	4534	GILMORE REFRIGE	435.00

CITY OF COVINA
Check Register
Oct. 14 - Oct. 27, 2016

82361	10/27/16	1235	GRAINGER	1,568.60
82362	10/27/16	1241	GRAND PRINTING	345.20
82363	10/27/16	1361	HOLLIDAY ROCK C	617.49
82364	10/27/16	3988	HYDRO CONNECTIO	69.74
82365	10/27/16	1427	INGLEWOOD, CITY	4,399.66
82366	10/27/16	1429	INLAND EMPIRE S	928.00
82367	10/27/16	1430	INLAND WATER WO	1,929.30
82368	10/27/16	1437	INTER-CON SECUR	5,498.16
82369	10/27/16	1463	J.G. TUCKER AND	275.60
82370	10/27/16	3731	JUNIOR LIBRARY	100.17
82371	10/27/16	1531	JW LOCK CO INC	120.01
82372	10/27/16	1545	KELLEY BLUE BOO	174.30
82373	10/27/16	1547	KELLY PAPER CO	1,646.72
82374	10/27/16	1589	KONE INC	537.00
82375	10/27/16	1644	LANDSCAPE STRUC	508.80
82376	10/27/16	4523	LEDGENT FINANCE	6,010.20
82377	10/27/16	1712	LIGHTHOUSE INC,	154.78
82378	10/27/16	1858	MCMASTER CARR S	276.72
82379	10/27/16	1924	MILLERS & ISHAM	749.56
82380	10/27/16	1933	MISSION LINEN S	131.37
82381	10/27/16	2004	MUNICIPAL MGMT	355.00
82382	10/27/16	4512	Nothing Bundt C	35.92
82383	10/27/16	2091	O REILLY AUTO P	53.64
82384	10/27/16	2101	OCLC/FOREST PRE	1,341.58
82385	10/27/16	2104	OFFICE DEPOT	221.94
82386	10/27/16	4489	OMEGA MICROFILM	3,829.10
82387	10/27/16	99999	BILL FREED	62.44
82388	10/27/16	99999	CRYSTAL MATAMOROS	460.80
82389	10/27/16	99999	DAWN HENN	104.91
82390	10/27/16	99999	DON PENMAN	97.76
82391	10/27/16	99999	DORNA FARHADI	108.48
82392	10/27/16	99999	ETHAN LEANO	62.45
82393	10/27/16	99999	FERRY LUGITO	41.29
82394	10/27/16	99999	FRIDA GOMEZ	25.99
82395	10/27/16	99999	HSIN CHANG	56.34
82396	10/27/16	99999	J BECERRIL	131.89
82397	10/27/16	99999	JANET CHUNG	60.01
82398	10/27/16	99999	JEANETTE EDPAO	4.16
82399	10/27/16	99999	JENNIFER ALVAREZ	46.67
82400	10/27/16	99999	JENNIFER KIYAN	38.05
82401	10/27/16	99999	JESUS TOLENTINO	11.74
82402	10/27/16	99999	JOSE AVILA	61.95
82403	10/27/16	99999	KAIWHUNG MA	51.85
82404	10/27/16	99999	LIEN WANG	44.11
82405	10/27/16	99999	MANUEL ACOSTA	43.52

CITY OF COVINA
Check Register
Oct. 14 - Oct. 27, 2016

82406	10/27/16	99999	MARIA SANCHEZ	32.07
82407	10/27/16	99999	MARIEL RAMOS	102.53
82408	10/27/16	99999	MARK ANDERSEN AND ASSOCIATES	78.74
82409	10/27/16	99999	MARK WECHSLER	71.87
82410	10/27/16	99999	MIKE VLOET	54.26
82411	10/27/16	99999	MILLIE & SEVERSON INC.	223.65
82412	10/27/16	99999	MONICA GILL	12.89
82413	10/27/16	99999	NORA URIAS	228.15
82414	10/27/16	99999	OLIVIA CHIN	54.30
82415	10/27/16	99999	POLO NUNEZ	98.84
82416	10/27/16	99999	SANDY COLLINS	3.10
82417	10/27/16	99999	THOMAS DAN	3.22
82418	10/27/16	99999	TOM SIMS	22.65
82419	10/27/16	99999	WENDY ALCEDO	45.81
82420	10/27/16	99999	WRPM	2.88
82421	10/27/16	99999	XIOA DENG	17.42
82422	10/27/16	99999	YESSENIA CARCAMO	20.00
82423	10/27/16	99999	YVETTE PEREZ-CANTERO	72.18
82424	10/27/16	2238	PEST OPTIONS IN	265.00
82425	10/27/16	2309	PROFESSIONAL AC	538.00
82426	10/27/16	2312	PROFORCE LAW EN	2,747.13
82427	10/27/16	2335	PYRO-COMM SYSTE	135.00
82428	10/27/16	3964	RED WING SHOE S	245.19
82429	10/27/16	2415	REPUBLIC MASTER	1,006.53
82430	10/27/16	4228	RICHARD'S CUSTO	468.68
82431	10/27/16	3796	RICHARDS, WATSO	25,536.45
82432	10/27/16	4350	RKA Consulting	7,468.25
82433	10/27/16	4201	ROBERT HALF	1,500.00
82434	10/27/16	2489	ROTO ROOTER SER	300.00
82435	10/27/16	4451	SERNA'S RELOCAT	35.53
82436	10/27/16	2683	SMITH, KRYSTAL	55.10
82437	10/27/16	3950	STERICYCLE, INC	295.05
82438	10/27/16	2775	SUPERB GRAPHICS	2,316.80
82439	10/27/16	2855	TIME WARNER CAB	1,147.50
82440	10/27/16	2954	URBAN GRAFFITI	3,424.51
82441	10/27/16	4107	VALLEY ATHLETIC	405.90
82442	10/27/16	4065	VERIZON BUSINES	610.21
82443	10/27/16	3043	WARREN DISTRIBU	130.42
82444	10/27/16	3080	WESTERN EMULSIO	270.84
82445	10/27/16	3082	WESTERN WATER W	174.42

cont. on next page

CITY OF COVINA
Check Register
Oct. 14 - Oct. 27, 2016

<i>subtotal checks</i>	\$ 1,578,910.50
<i>subtotal voids (prior to current mo.)</i>	0.00
<i>subtotal payroll</i>	550,675.10
<i>subtotal workers' compensation</i>	27,917.53
TOTAL checks/EFTs	\$2,171,901.25

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

I, Anita Agramonte, 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 accounts payable for 10/14-10/27/16; payroll for 10/20/16; workers' compensation and voids for 10/14-10/27/16; 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.



Anita Agramonte
Finance Director

THIS PAGE LEFT INTENTIONALLY BLANK



**SUCCESSOR AGENCY TO THE
COVINA REDEVELOPMENT AGENCY**

AGENDA REPORT

ITEM NO. CC 3

MEETING DATE: November 15, 2016

TITLE: Payment of Demands

PRESENTED BY: Geoffrey Cobbett, City Treasurer
Anita Agramonte, Finance Director

RECOMMENDATION: Approve Payment of Demands in the amount of \$56,507.55

BACKGROUND: Attached is a list of warrants and demands which are being presented for approval and are summarized as follows:

<u>DATE OF DEMANDS</u>	<u>DEMAND NUMBERS</u>	<u>AMOUNT</u>
Oct. 14 - Oct. 27, 2016	1384-1387	\$50,194.30
<u>VOIDS</u>		\$0.00
<u>PAYROLL</u>		
10/20/16		\$6,313.25
	GRAND TOTAL:	\$56,507.55

DISCUSSION:

The attached reports have been reviewed by the City Treasurer and by the Finance Director.

FISCAL IMPACT:

Sufficient funding is available and the related costs are included in the Fiscal Year 16/17 Adopted Budget.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Respectfully submitted,



 Geoffrey Cobbett
 City Treasurer



 Anita Agramonte
 Finance Director

ATTACHMENTS:

Attachment A: Check Register

SUCCESSOR AGENCY TO THE
 COVINA REDEVELOPMENT AGENCY
 Check Register
 Oct. 14 - Oct. 27, 2016

Check #	Check Date	Vendor	Name	Amount
1384	10/20/16	896	DH MAINTENANCE	95.00
1385	10/20/16	2452	RJS FINANCIAL	49,840.00
1386	10/20/16	2942	UNITED SITE SER	68.17
1387	10/20/16	3135	XO COMMUNICATIO	191.13
<i>subtotal checks</i>				\$50,194.30
<i>subtotal voids (prior to current mo.)</i>				\$0.00
<i>subtotal payroll</i>				\$6,313.25
TOTAL CHECKS/EFT's				\$56,507.55

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

I, Anita Agramonte, 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 accounts payable and voids for 10/14-10/27/16 and payroll for 10/20/16; 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.



Anita Agramonte
Finance Director

THIS PAGE LEFT INTENTIONALLY BLANK



CITY OF COVINA AGENDA REPORT

ITEM NO. CC 4

MEETING DATE: November 15, 2016

TITLE: City Council to Adopt **Resolution No. 16-7553** Confirming Continued Existence of an Emergency Condition for the Residual Control System at the Charter Oak Reservoir Site Pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code

PRESENTED BY: Siobhan Foster, Director of Public Works

RECOMMENDATION: Adoption of Resolution No. 16-7553 confirming continued existence of an emergency condition for the Residual Control System at the Charter Oak Reservoir Site Pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

BACKGROUND:

The Charter Oak site consists of four, above-ground reservoirs each with a 3 million gallon (MG) capacity. Water Zone 1 and Water Zone 2 are supplied via the Charter Oak Booster Pump Station. Water Zone 1 is the largest zone, encompassing the low elevation area that occupies the west and central portion of the City’s water system. The northern and eastern portions of the system comprise Water Zone 2.

Name	Material	Year Constructed	Capacity (MG)
Charter Oak Reservoir 1	Concrete	1954	3.0
Charter Oak Reservoir 2	Steel	1957	3.0
Charter Oak Reservoir 3	Steel	1964	3.0
Charter Oak Reservoir 4	Concrete	2014	3.0

As the City of Covina does not pump its own water, the City relies on water from Covina Irrigating Company (CIC) and the Metropolitan Water District of Southern California (MWD) through the Three Valleys Municipal Water District (TVMWD). CIC’s water comes predominantly from the San Gabriel River and Main San Gabriel Valley Groundwater Basin. Water from CIC enters at two points in the City’s water system. There is a connection at Cypress Reservoir, which is 3000 gallons per minute (gpm), and another at Forestdale Reservoir at 4000 gpm.

The City also has a connection with TVMWD, which treats water from the Metropolitan Water District of Southern California (MWD). The connection is located at the Charter Oak site with an 8,980 gpm capacity. MWD’s primary source of water in this area is the Colorado River. Currently, however, MWD is receiving water from the State Water Project system. The City operates this connection during periods of high demand.

The City's water suppliers, CIC and MWD, both use chloramines for disinfection purposes. MWD has used chloramines since 1984, as this disinfection method endures well and provides longer-lasting disinfection to water that travels long distances to its multiple water purveyors. CIC began using chloramines on May 4, 2015 when it implemented ultra-violet treatment at the William B. Temple Water Treatment Plant No 1. The State Water Resources Control Board, Division of Drinking Water (SWRCB), was insistent that CIC use chloramines for disinfection purposes to be compatible with MWD water. Prior to May 2015, CIC used free chlorine as a disinfectant, and since Covina's water supply would typically be a blend of CIC and MWD water, a blended combination of chlorine and chloramines would have been present in the City's water supply in varying quantities depending on the mix of water in the City's distribution system at any given time.

The City of Covina is required to test for all regulated contaminants in its water system including bacteriological quality and disinfectant residual at water-sampling stations throughout the system. The City collects and analyzes approximately 50 water samples each month.

Since Covina's water suppliers began supplying the City with chloramine-only treated water in May 2015, the City has been mindful that the water system may experience nitrification in its water supply since nitrites are a byproduct of chloramines. Nitrification can degrade a distribution system's water quality and negatively affect regulatory compliance and lead to health and safety concerns if not properly managed. Once nitrification has started, it can be difficult to control. A key symptom of nitrification may be the decrease of chloramine residual as it travels through the distribution system. Given the potential for serious water quality, health, and safety concerns that may result from nitrification, it is imperative to prevent nitrification from occurring in the first place, or barring that, promptly remediate nitrification as soon as it is discovered.

Nitrification usually occurs when water temperatures are warmer and water usage is low. To mitigate the possibility of nitrification, the City seeks to cycle water in the reservoir tanks, reduce the age of the water stored by keeping water moving through the system, and reduce the volume of water stored in reservoirs during extended periods of low water demand.

Understanding that nitrification may occur at any time when chloramines are used to treat water, the Department of Public Works recommended the implementation of a residual control system (RCS). This system includes the chemical feed system, water quality station, and smart controller as a longer-term strategy at the City's largest reservoir, the Charter Oak site.

On August 16, 2016, the City Council adopted Resolution No. 16-7508 for the RCS at the Charter Oak Reservoir Site Emergency Project, declaring that the public interest and necessity demand the immediate expenditure of public money and completion of certain work without competitive bidding to safeguard life, health, or property pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code and authorizing the City Manager to execute all necessary contracts and documents with qualified contractors and vendors to respond to the emergency condition at the Charter Oak Reservoir Site.

On September 6, 2016, the City Council adopted Resolution No. 16-7516 confirming the continued existence of an emergency condition for the RCS at the Charter Oak Reservoir Site Pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

On September 20, 2016, the City Council adopted Resolution No. 16-7522 confirming the continued existence of an emergency condition for the RCS at the Charter Oak Reservoir Site Pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

On October 4, 2016, the City Council adopted Resolution No. 16-7535 confirming the continued existence of an emergency condition for the RCS at the Charter Oak Reservoir Site Pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

On October 18, 2016, the City Council adopted Resolution No. 16-7539 confirming the continued existence of an emergency condition for the RCS at the Charter Oak Reservoir Site Pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code and approved Change Order No. 1 to furnish a temporary RCS rental unit, including trailer delivery, one month rental fee, and installation of trailer and mixer, increasing the contract cost with Doane and Hartwig Water Systems by \$8,500, from \$126,000 to \$134,500. The City Council also authorized the Interim City Manager to execute Change Order No 1.

On November 1, 2016, the City Council adopted Resolution No. 16-7549 confirming the continued existence of an emergency condition for the RCS at the Charter Oak Reservoir Site Pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

Public Contracts Code Section 22050 requires a governing body that takes action pursuant to subdivision (a) of that Section to review the Emergency action at its next regularly scheduled meeting, and by four-fifths vote, determine that there is a need to continue the action. Adoption of Resolution No. 16-7549 will confirm the continued existence of an emergency condition for the RCS at the Charter Oak Reservoir Site pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

DISCUSSION:

The City Council's adoption of Resolution No. 16-7508 on August 16, 2016 made the findings needed to allow the City Manager to immediately retain the services necessary for the RCS unit at the Charter Oak Reservoir Site, pursuant to the Public Contracts Code Sections 20168 and 22050. The City retained services without competitive bidding, with Doane and Hartwig Water Systems, Inc. to provide an RCS System. This system includes the Chemical Feed System, Water Quality Station, and Smart Controller, and Control Automation Design, Inc. to complete the proper configuration and installation of the SCADA system.

On August 23, 2016, Public Works staff met with CIC and James Ko, Associate Sanitary Engineer, from the State Water Resources Control Board, Division of Drinking Water (SWRCB), and discussed the 1) importance of developing a relationship with the City's assigned engineer; 2) symptoms of nitrification occurring at the Charter Oak Reservoir site; 3) RCS project, approved by the City Council on August 16, 2016; and 4) to discern if there are any modifications required to the City's operating permit.

On September 20, 2016, the City and CIC representatives had a follow-up meeting with Mr. Ko and reviewed the water quality enhancements that have been made at the Charter Oak Reservoir site through operational treatment methods and the cleaning of Tank No. 4 at the site. Prior to the next meeting with Mr. Ko, scheduled for November 15, 2016, the City is expected to make similar enhancements to the Rancho Simi Reservoir and other reservoir sites. This can be accomplished through tank operational adjustments, tank cleaning, and/or chemical treatment.

From October 4, 2016 to October 12, 2016, the City partnered with Rowland Water District for technical assistance in addressing the challenges inherent with chloramination through the use of an RCS system. Rowland Water District assisted the City of Covina with the provision of a mobile RCS unit and qualified personnel to enhance the water quality and address the symptoms of nitrification at the Rancho Simi Reservoir. Rowland Water District is one of a number of local agencies using RCS technology and had found it to be a proven methodology to mitigate the symptoms of nitrification in its water system.

On October 24, 2016, Doane and Hartwig Water Systems, Inc., the supplier of the RCS unit the City is purchasing, furnished the temporary RCS rental unit, pursuant to Change Order No. 1, approved by the City Council on October 18, 2016.

On October 26, 2016, City and CIC personnel performed chlorination treatment in Tank No. 2, at the Charter Oak Reservoir Site, to increase chlorine residuals. Water quality testing conducted after the treatment reflects an increase in the chlorine residual level. On November 1, 2016, similar treatment was conducted in Tank No. 3 with the same results. The chemical treatment performed on both tanks is within the parameters provided by Mr. Ko at the September 20, 2016 meeting.

On November 7, 2016, Doane and Hartwig Water Systems, Inc. trained City and CIC personnel on the use of the temporary, rental RCS unit. The City and CIC representatives subsequently implemented the RCS unit and initiated chemical dosing at the Rancho Simi Reservoir site.

On November 15, 2016, the City and CIC representatives will be participating in a follow-up meeting with Mr. Ko from the SWRCB. The City and CIC will update Mr. Ko on the water quality enhancements that have been made at the Charter Oak and Rancho Simi Reservoir sites, the City’s line flushing program, and completion of the Emergency Chlorination Plan and Draft Nitrification Monitoring and Action Plan. The City will also provide updates on the two capital improvement projects underway, the purchase of the mobile RCS unit for the Charter Oak Reservoir site and the PAX mixer for the Rancho La Merced Reservoir, as approved by the City Council on August 16, 2016 and October 4, 2016, respectively.

The tentative project schedule is outlined below with project completion expected by the end of January 2017.

August 2016	September 2016	October 2016	November 2016	December 2016	January 2017
Purchase RCS	██████████				
Fabrication and installation of RCS System and related equipment	████████████████████				
RCS Start-up and training				██████████	
SCADA installation					██████████
SCADA monitoring					██████████

RCS technology is a proven methodology that has been used by several local municipalities to mitigate symptoms of nitrification in their water systems. RCS technology coupled with operational methods, such as regularly circulating the water in the Charter Oak reservoirs, are best management practices (BMPs) for mitigating the symptoms of nitrification. The combination of technological and operational treatment methods in a timely manner is necessary to safeguard the City’s water supply.

Pursuant to Public Contracts Code Section 22050, the Interim City Manager, through the Department of Public Works, will provide project updates at every regularly scheduled City Council meeting until the emergency project is completed.

FISCAL IMPACT:

The estimated fiscal impact associated with the Charter Oak Reservoir Site – RCS Project is approximately \$163,000. Sufficient funding for the proposed project is available in the

Department of Public Works, Water Capital Improvement budget (Account No. 6011-5080-55410-W1709). The following table represents a summary of the proposed project:

RCS System/Temporary RCS Rental Unit	\$134,500
SCADA Programming/Interface	\$25,000
Contingency Allowance	\$1,500
Contract Administration/Inspection	\$2,000
Estimated Total	\$163,000

The proposed project has no General Fund impact.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

This project has been determined to be categorically exempt under CEQA in accordance with Section 15301(b) Existing Facilities (Class 1). The project involves negligible or no expansion of an existing use.

Respectfully submitted,



Siobhan Foster
Director of Public Works

ATTACHMENTS:

Attachment A: Resolution 16-7553

RESOLUTION NO. 16-7553

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, CONFIRMING THE CONTINUED EXISTENCE OF AN EMERGENCY CONDITION FOR THE RESIDUAL CONTROL SYSTEM AT THE CHARTER OAK RESERVOIR SITE EMERGENCY PROJECT, PURSUANT TO SECTION 22050 OF THE CALIFORNIA PUBLIC CONTRACT CODE

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

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

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

WHEREAS, the resolution of any unexpected failure, stress, or damage may occur at times when the competitive bidding process is not possible in order to bring a swift resolution to the interruption of regular services, requiring that the City contract with vendors who are most readily and reasonably available to address the urgent situation; and

WHEREAS, The City of Covina has identified that the Charter Oak Reservoir Site, which includes four (4) reservoirs, is in need of immediate action. Since Covina’s water suppliers began supplying the City with chloramine-only treated water in May 2015, the City has been mindful that the water system may experience nitrification in its water supply since nitrites are a byproduct of chloramines. In mid-July 2016, due in part to a series of field tests performed by Covina Irrigating Company (CIC), the City became aware that the Charter Oak reservoirs are experiencing symptoms of nitrification, which require immediate action as nitrification can degrade a distribution system’s water quality and negatively affect regulatory compliance, leading to potential health and safety concerns. Residual Control System (RCS) technology coupled with operational methods, such as regularly circulating the water in the Charter Oak reservoirs, are best management practices (BMPs) for mitigating the symptoms of nitrification. The combination of technological and operational treatment methods in a timely manner is necessary to safeguard the City’s water supply. As a result, the Department of Public Works recommends the immediate procurement and implementation of an RCS system at the Charter Oak site as an emergency action, including the chemical feed system, water quality station, and smart controller; and

WHEREAS, on August 16, 2016, the Covina City Council adopted Resolution No. 16-7508 declaring an emergency condition and declaring that the public interest and necessity requires certain work to be performed without competitive bidding pursuant to California Public Contract Code Sections 20168 and 22050; and

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

WHEREAS, the City Manager immediately retained the services necessary to remediate the Charter Oak Reservoir Site, without competitive bidding, including Doane and Hartwig Water Systems, Inc. to provide an RCS System, which includes the Chemical Feed System, Water Quality Station, and Smart Controller, and Control Automation Design, Inc. to complete the configuration and installation of the SCADA system; and

WHEREAS, the schedule for the RCS at the Charter Oak Reservoir Site Emergency Project runs tentatively from mid-August 2016 through project completion estimated to occur by the end of January 2017; and

WHEREAS, on September 6, 2016 the Covina City Council adopted Resolution No. 16-7516 confirming the continued existence of an emergency condition for the RCS at the Charter Oak Reservoir Site pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code; and

WHEREAS, on September 20, 2016 the Covina City Council adopted Resolution No. 16-7522 confirming the continued existence of an emergency condition for the RCS at the Charter Oak Reservoir Site pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code; and

WHEREAS, on October 4, 2016 the Covina City Council adopted Resolution No. 16-7535 confirming the continued existence of an emergency condition for the RCS at the Charter Oak Reservoir Site pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code; and

WHEREAS, on October 18, 2016 the Covina City Council adopted Resolution No. 16-7539 confirming the continued existence of an emergency condition for the RCS at the Charter Oak Reservoir Site pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code; and

WHEREAS, on November 1, 2016 the Covina City Council adopted Resolution No. 16-7549 confirming the continued existence of an emergency condition for the RCS at the Charter Oak Reservoir Site pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code; and

WHEREAS, California Public Contract Code Section 22050, subdivision (c) provides that “If the governing body orders any action specified in subdivision (a), the governing body shall review the emergency action at its next regularly scheduled meeting and ...at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, and there is a need to continue the action;” and

WHEREAS, Resolution No. 16-7553 constitutes action specified in subdivision (a) of California Public Contract Code Section 22050; and

WHEREAS, the RCS at the Charter Oak Site Emergency Project is ongoing.

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

SECTION 1. The City Council hereby reviews the emergency action approved in City Council Resolution No. 16-7508 for the Charter Oak Reservoir Site – Residual Control System pursuant to California Public Contract Code Section 22050.

SECTION 2. The City Council hereby determines that the emergency action for the Charter Oak Reservoir Site – Residual Control System needs to continue through project completion estimated to occur by the end of January 2017 in order to respond to the emergency pursuant to California Contract Code Section 22050.

SECTION 3. Such action shall be reviewed by the City Council at subsequent regular meetings to determine whether there is a need to further continue the action.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

APPROVED and PASSED this 15th day of November, 2016.

City of Covina, California

BY: _____
KEVIN STAPLETON, Mayor

ATTEST:

SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 16-7553 was duly adopted by the City Council of the City of Covina at a regular meeting held on the ___ day of _____, 20 __, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

Dated:

SHARON F. CLARK, Chief Deputy City Clerk

THIS PAGE LEFT INTENTIONALLY BLANK



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 5

MEETING DATE: November 15, 2016

TITLE: Third Amendments to Contracts with BOSS Janitorial Services, Inc. for Janitorial Maintenance Service

PRESENTED BY: Siobhan Foster, Director of Public Works

RECOMMENDATION:

- 1) Authorize the Interim City Manager to execute the attached Third Amendment to the Contract for Janitorial Maintenance Service in the City of Covina with BOSS Janitorial Services, Inc. for City Hall, Library, and Public Works Yard; and
- 2) Authorize the Interim City Manager to execute the attached Third Amendment to Proposal/Service Agreement with BOSS Janitorial Services, Inc. for the Police Department.

BACKGROUND:

On June 6, 2006, following the completion of a formal bid process, the City Council awarded a one-year contract to Bell Building Maintenance Company for Janitorial Maintenance Service with the option to extend the contract for two additional 12-month terms by written amendment. The contract was awarded to Bell Building Maintenance Company as the lowest responsible and responsive bidder in the base amount of \$64,213. Pursuant to the initial scope of service, Bell Building Maintenance Company provided routine maintenance at the following facilities: City Hall, Library, Public Works Yard, and Police Department.

In 2010, the Police Department terminated janitorial service with Bell Building Maintenance Company. In July 2014, the Police Department resumed using contract janitorial service and entered into a separate contract with Bell Building Maintenance Company. On June 16, 2015, the City Council approved First Amendments to the Contract for Janitorial Maintenance Service with BOSS Janitorial Services, Inc. for City Hall, Library, and Public Works Yard and Proposal/Service Agreement with BOSS Janitorial Services, Inc. for the Police Department, to extend the terms of the contracts through February 28, 2016 and assigned the contracts from Bell Building Maintenance Company to BOSS Janitorial Services, Inc. to reflect the ownership transfer of the company.

On February 2, 2016, the City Council approved the Second Amendment to the Contract for Janitorial Maintenance Service with BOSS Janitorial Services, Inc. for City Hall, Library, and Public Works Yard to extend the term of the contract through November 28, 2016. The City Council also approved the Second Amendment to the Proposal/Service Agreement with BOSS Janitorial Services, Inc. for the Police Department to extend the term of the contract through November 28, 2016 and modify the scope of service and compensation amount. The Police Department modified the scope of service to include an additional day porter for three hours per

day, five days per week. The addition of these services increased the compensation amount by \$1,097.10 per month.

DISCUSSION:

BOSS Janitorial Services, Inc. currently provides daily janitorial maintenance service for the following facilities: City Hall, Library, Public Works Yard, and Police Department under two separate contracts that expire on November 28, 2016.

The Department of Public Works, in consultation with the Police Department and the Parks and Recreation Department including Library Services, is in the process of initiating the formal bidding process for citywide janitorial service with the goal of having the new contract effective at the start of the new fiscal year, on July 1, 2017. The department has completed the preparation of the bid documents and specifications, which are currently being reviewed by the City Attorney. Once the Notice Inviting Bids (NIB) is finalized, the bid opportunity will be advertised for a minimum of two consecutive weeks in accordance with the requirements of Public Contracts Code Section 10140.

The tentative timeline for the formal bidding process is outlined below.

Milestone	Date
Legal review of bid documents	November 14 to December 5, 2016
Release NIB	January 10, 2017
Bid opening	February 7, 2017
Bid evaluation /reference checks	February 8 to March 7, 2017
Prepare contract/agenda report	March 8 to April 17, 2017
Obtain signatures on contract/insurance	April 18 to May 4, 2017
Consideration of bid award by City Council	June 6, 2017
Effective date of new contract	July 1, 2017

To prevent discontinuity of janitorial maintenance service in the interim, the Department of Public Works recommends that the City Council authorize the Interim City Manager to execute the attached Third Amendment to Contract for Janitorial Maintenance Service with BOSS Janitorial Services, Inc. for City Hall, Library, and Public Works Yard and Third Amendment to Proposal/Service Agreement for Janitorial Maintenance Service with BOSS Janitorial Maintenance Services, Inc. for the Police Department to extend the contract terms through June 30, 2017. The proposed contract amendments will retain the current rates and not be adjusted for any fluctuations in the Consumer Price Index (CPI) during the seven month term.

Granting authorization to the Interim City Manager to execute the proposed Third Amendments to the Contract and Proposal/Service Agreement for Janitorial Maintenance Service will allow the Department of Public Works to competitively bid janitorial maintenance service, as required by Chapter 2.20.090 (Formal bid procedure – Generally) of the Covina Municipal Code, while ensuring that the City continues to receive quality service from an existing provider that is experienced in cleaning and maintaining City facilities.

FISCAL IMPACT:

The General Fund fiscal impact associated with the Third Amendments to the Contract and Proposal/Service Agreement for Janitorial Maintenance Service with BOSS Janitorial Maintenance Services, Inc., through June 30, 2017, is \$47,755. The approved FY 2017 Library, Police, and Public Works Department budgets contain sufficient funding for the proposed contract period, in the following expenditure accounts:

Department	Account	Amount
Police	1010-1000-52300	\$21,000
Civic Center	1010-0930-52300	\$11,407
Yard Center	1010-2900-52300	\$4,314
Library Services	1010-3900-52300	\$11,034
Total		\$47,755

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and is exempt per Section 15061 (b) (3). The project is covered by the general rule that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The proposed Third Amendment to the Contract for Janitorial Maintenance Service with BOSS Janitorial Services, Inc. for City Hall, Library, and Public Works Yard and the Third Amendment to the Proposal/Service Agreement for Janitorial Maintenance Service with BOSS Janitorial Services, Inc. for the Police Department will not result in any significant effect on the environment.

Respectfully submitted,



Siobhan Foster
 Director of Public Works

ATTACHMENTS:

Attachment A: Third Amendment to Contract for Janitorial Maintenance Service in the City of Covina with BOSS Janitorial Services, Inc.

Attachment B: Third Amendment to Proposal/Service Agreement with BOSS Janitorial Services, Inc.

Note: All applicable documents are available in the City Clerk's Office.

**THIRD AMENDMENT TO
CONTRACT FOR JANITORIAL MAINTENANCE SERVICE IN
THE CITY OF COVINA
WITH BOSS JANITORIAL SERVICES, INC.**

THIS THIRD AMENDMENT is made and entered into as of November 28, 2016, by and between the City of Covina, a California municipal corporation (hereinafter referred to as "City"), and Boss Janitorial Services, Inc., a California Corporation (hereinafter referred to as "Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Third Amendment is made with the respect to the following facts and purposes:

a. On July 1, 2006, City and Contractor entered into that certain Contract for Janitorial Maintenance Service in the City of Covina ("Agreement") in the amount of Sixty-Four Thousand Two Hundred Thirteen Dollars (\$64,213).

b. On June 16, 2015, City and Contractor entered into the First Amendment to the Agreement acknowledging the Assignment of the Agreement from Bell Building Maintenance to Boss Janitorial Services, Inc. and extending the term of the Agreement to February 28, 2016.

c. On February 2, 2016, City and Contractor entered into the Second Amendment to the Agreement extending the term of the Agreement to November 28, 2016.

d. The parties now desire to extend the term of the Agreement to June 30, 2017 and to amend the Agreement as set forth in this Third Amendment.

2. Paragraph A of Article III of the Agreement entitled "Performance" is hereby amended to read as follows:

"This agreement shall take effect on July 1, 2006 and shall expire on June 30, 2017. No costs shall be incurred before the effective date of this agreement."

3. The second paragraph B of Article VI of the Agreement entitled "Suspension/Termination" is hereby amended to read as follows:

"The term of this Contract shall expire on June 30, 2017, unless sooner terminated as provided in this Article VI."

4. Article VII of the Agreement is hereby deleted in its entirety.

5. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

The parties, through their duly authorized representatives, are signing this Third Amendment on the date stated in the introductory clause.

City:

City of Covina,
a California municipal corporation

Consultant:

Boss Janitorial Services, Inc.,
a California Corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

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

(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

APPROVED AS TO FORM:

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

**THIRD AMENDMENT TO
PROPOSAL/SERVICE AGREEMENT
WITH BOSS JANITORIAL SERVICES, INC.**

THIS THIRD AMENDMENT is made and entered into as of November 28, 2016, by and between the City of Covina, a California municipal corporation (hereinafter referred to as "City"), and Boss Janitorial Services, Inc., a California Corporation (hereinafter referred to as "Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Third Amendment is made with the respect to the following facts and purposes:

a. In July 2014, City and Contractor entered into that certain Proposal/Service Agreement ("Agreement") for janitorial service for the Police Department.

b. On June 16, 2015, City and Contractor entered into the First Amendment to the Agreement acknowledging the Assignment of the Agreement from Bell Building Maintenance Company to Boss Janitorial Services, Inc. and extending the term of the Agreement to February 28, 2016.

c. On February 2, 2016, City and Contractor entered into the Second Amendment to the Agreement modifying the scope of services, modifying the compensation amount, and extending the term of the Agreement to November 28, 2016.

d. The parties now desire to extend the term of the Agreement to June 30, 2017 and to amend the Agreement as set forth in this Third Amendment.

2. The term of the Agreement shall expire on June 30, 2017.

3. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

The parties, through their duly authorized representatives, are signing this Third Amendment on the date stated in the introductory clause.

City:

City of Covina,
a California municipal corporation

Consultant:

Boss Janitorial Services, Inc.,
a California Corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

By: _____

Name: Sharon F. Clark

Title: Chief Deputy City Clerk

(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

APPROVED AS TO FORM:

By: _____

Name: Candice K. Lee

Title: City Attorney

THIS PAGE LEFT INTENTIONALLY BLANK



CITY OF COVINA AGENDA REPORT

ITEM NO. CC 6

- MEETING DATE:** November 15, 2016
- TITLE:** Set Public Hearing Date of November 29, 2016 Special Meeting for the Consideration of Vesting Tentative Tract Map (VTTM) 74512, to Subdivide the 10.66-acre Project Site into 23 Lots with 21 Lots and 12 Letter-Lots on Approximately 6.12 Acres for the Residential Development of 117 For-Sale Townhouse Units, Private Drive Aisles, Recreation Facilities and Common Open Space Areas; and 2 Lots (Lots 22 and 23) on Approximately 4.54 Acres for Public/Transit and Public/Civic Uses for Property Located Generally at 1162 North Citrus Avenue and 117 East Covina Boulevard - APN: 8406-019-019, 8406-019-020 and 8406-019-017.
- PRESENTED BY:** Brian K. Lee, AICP, Director of Community Development
Nancy Fong, AICP, Community Development Consultant
- RECOMMENDATION:** Set public hearing date of November 29, 2016.
-

BACKGROUND:

On November 8, 2016, the Planning Commission conducted a public hearing to review and consider the proposed project as described above. At the hearing, the Planning Commission received a staff report, a summary of the community outreach and input effort as part of the Project's entitlement process and a summary of the changes made to the Project design as a result of responding to the concerns of the neighbors. In addition to the presentations from MLC Holdings and Foothill Transit of their respective project design, the Planning Commission received testimony from representatives of the Covina Police Department, who stated that the installation of real-time surveillance camera system to be monitored by Covina Police will provide the necessary safety measure for the Foothill Transit Center. At the public hearing, there were thirteen (13) interested persons who testified either in support or in opposition to this Project.

After the close of public hearing and at their deliberation, the Planning Commission considered all the testimony and any comments received regarding the Project prior to and at the public hearing. The Planning Commission did not find that there is substantial evidence that the Project will have a significant effect upon the environment and adopted Resolution No. 16-029PC, with a unanimous vote, recommending that the City Council certify the Environmental Impact Report (EIR). The Planning Commission determined that the changes made to the Project design together with the conditions of approval adequately addressed the concerns of the neighbors, but added a condition to require a taller fence with landscaping at the east property line of the Transit Center Project. The Planning Commission adopted Resolution No. 16-030PC,

with a unanimous vote, recommending that the City Council approve the Vesting Tentative Tract Map (VTTM) 74512 and including the related land use entitlements of General Plan Amendment (GPA) 16-001, Covina Forward Specific Plan (SP) 16-001, Zone Change (ZCH) 16-002, Site Plan Review (SPR) 16-023, Site Plan Review (SPR) 16-033 and Development Agreement (DA) 16-001.

DISCUSSION:

Municipal Code Chapter 16.08.130 states: “At the next regular meeting of the City Council following the filing of the Planning Commission’s recommendation report with the Council, the City Council shall fix the public hearing date at which the tentative tract map will be considered by it, which date shall not be later than 30 days thereafter.” This section of the Municipal Code requires additional time in scheduling the proposed project for City Council review. The City Council already received the November 8, 2016-Planning Commission packet for the proposed project; as a result, staff requests to set a public hearing date of November 29, 2016 for the project.

FISCAL IMPACT:

There is no fiscal impact.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Setting a public hearing is exempt from CEQA.

Respectfully submitted,

Brian K. Lee, AICP, Director of Community Development

ATTACHMENT:

Attachment A: November 8, 2016 Planning Commission Staff Report with no Exhibits. Due to the volume of the Exhibits, they are available on City’s Website.



CITY OF COVINA

PLANNING COMMISSION AGENDA REPORT ITEM NUMBER PH 1 NOVEMBER 8, 2016

TO: Chairman and Members of the Planning Commission

FROM: Brian K. Lee, Community Development Director
Nancy Fong, Planning Consultant

SUBJECT: Environmental Impact Report (EIR) with Mitigation Monitoring and Reporting Programs and Applications for General Plan Amendment (GPA) 16-001, Covina Forward Specific Plan (SP) 16-001, Zone Change (ZCH) 16-002, Vesting Tentative Tract Map (TTM) 74512, Site Plan Review (SPR) 16-023, and Site Plan Review (SPR) 16-033 and Development Agreement (DA) 16-001. A proposed development on the 10.66 acre site (former K-Mart and an existing institutional use), consisting of a residential development of 117 townhomes on approximately 6.12 acres, a Transit Center and Park and Ride on approximately 3.07 acres and a public/civic use component on approximately 1.47 acres, for property located generally at 1162 North Citrus Avenue – APN: 8406-019-019, 8406-019-020 and 177 East Covina Boulevard – APN: 8406-019-17.

BACKGROUND

The following provides a brief background of the project from the first submittal up until the Planning Commission hearing.

- **January 19, 2016:** MLC Holdings, Inc., Foothill Transit and the City of Covina entered into a Non-Binding Memorandum of Understanding (MOU) to propose a public/private partnership redevelopment of the former K-Mart site located at 1162 N. Citrus Avenue into a transit-oriented development project.
- **January 19, 2016:** The Covina City Council approves a Deposit Agreement between MLC Holdings, Inc., Foothill Transit and the City of Covina to jointly share costs incurred by the City during the due diligence portion of the project entitlement process.
- **February 16, 2016:** City Council Study Session.
- **May 11, 2016:** Notice of Preparation of the project Environmental Impact Report.

- *July 19, 2016*: City Council Study Session.
- *September 10, 2016*: Community Meeting held at the project site.
- *September 13, 2016*: Planning Commission Study Session.
- *September 13, 2016*: Start of the 45-day EIR public comment period.
- *October 27, 2016*: End of the 45-day public comment period for the project EIR.

PROJECT HISTORY

The proposed project commenced in the late summer of 2015 when MLC Holdings, Inc. approached City staff with a proposal to redevelop the former K-Mart site into a residential development. Over the following several months, discussions with MLC commenced as to what would be the appropriate future land use for the project site, numerous economic discussions on the viability of traditional commercial uses at the project site and potential development scenarios that would provide the best overall outcome for the entire City of Covina. In approximately the same time period, discussions with Foothill Transit were occurring regarding their need to provide adequate transit service to their existing customers in the Covina area. In January 2016, commencing with the approval by the City Council of the Non-Binding Memorandum of Understanding and the Deposit Agreement, discussion with MLC Holdings, Inc. and Foothill Transit on the formal development concept.

As multiple discussions were occurring with MLC Holdings, Inc. and Foothill Transit, visioning for future and changing needs of the Covina community were being discussed. It was concluded that a pragmatic approach to the former K-Mart property that took into account the realistic economic viability of a traditional commercial-retail reuse of the property along with addressing the future needs of the Covina community was prudent. The project as presented began to take shape when negotiations with MLC Holdings, Inc., Foothill Transit and the City of Covina on a public/private partnership that became memorialized in the Non-Binding Memorandum of Understanding (MOU) adopted in January 2016.

The resulting land use vision was the repurpose of the former K-Mart property into a transit-oriented mixed use project that would include a residential component, a transit component and a civic component that the City would utilize for a future public event center and/or a business innovation center. Because the aforementioned project is unique, there is no existing City zoning category that would accommodate the project vision. Therefore, a specific plan would need to be created.

The proposed project includes a series of land use entitlements that would facilitate the redevelopment and reuse of the former K-Mart property, and the adjoining institutional/former daycare property into an innovative reuse of a visually prominent property located within the interior of the City of Covina.

PROJECT LOCATION AND SETTING

The project site comprises three (3) properties owned by two (2) separate parties. All the properties are under contract with MLC Holdings, Inc. and are subject to the provisions of the Non-Binding MOU, the proposed Development Agreement and the proposed land use entitlements. The total project site is 10.66 acres in size. The existing institutional use/former daycare property is 10,865 square feet in size. The former K-Mart property comprises the remainder of the 10.66 acre project site. Since the former K-Mart store ceased operation in December 2014, no subsequent commercial retail use has occupied the building (Note: an automotive repair use utilized the former K-Mart's automobile service facility until late 2015). Access to the project site is provided via driveways located along North Citrus Avenue and East Covina Boulevard.

To the north of the project site is an existing approximate 6.20 acre multiple-family residential townhouse development. Immediately to the east is an existing low density single family detached residential neighborhood. To the south of the project site is an existing approximate 4.14 acre neighborhood commercial shopping center and an approximate 3.08 acre multiple-family apartment complex. To the west of the project site, across Citrus Avenue is an existing low density single family detached residential neighborhood. It should be noted the approximate 21,719 square foot commercial property located on the "hard corner" of Citrus Avenue and Covina Boulevard is not part of the proposed project.

The following table provides the General Plan designation, Zoning and existing uses for the site and surrounding areas.

Table 1: Site and Surrounding Land Uses

	General Plan	Zoning	Existing Uses
Site	GC General Commercial	C-3A Commercial – Regional or Community Shopping Center and C-R Commercial Recreation	Under contract with MLC Holdings, Inc.
North	Medium Density Residential	RD (Multiple Family Residential)	Multiple family residential
South	GC General Commercial and RD (Multiple Family Residential)	C-2 Neighborhood Shopping Center and R-1-7500 (Single Family Residential)	Commercial shopping center and multiple family residential
East	Low Density Residential	R-1-7500 (Single Family Residential)	Single-family homes
West	Low Density Residential	R-1-7500 (Single Family Residential)	Single-family homes

ANALYSIS

A. Project Description:

The complete and detailed project description is provided in the proposed Covina Forward Specific Plan (“Specific Plan”) which is attached as Exhibit 1. The Specific Plan document contains the following:

Chapter I. Introduction and Purpose of Specific Plan. This chapter describes the purpose of the Specific Plan; content, chapters, and components of the Specific Plan; and the Specific Plan’s relationship to the City’s General Plan.

Chapter II. Description of Specific Plan Area. This chapter describes the Specific Plan area, including existing conditions; onsite structures, buildings, and uses; and the underlying General Plan and Zoning designations.

Chapter III. Description of Specific Plan Area. This chapter describes the proposed project, including development concepts and intended land uses; conceptual development plans; and required conceptual utilities and services.

Chapter IV. Allowable Uses. This chapter describes those uses permitted within the Specific Plan area.

Chapter V. Development Standards. This chapter provides development standards to regulate future redevelopment and design within the Specific Plan area.

Chapter VI. Design Guidelines. This chapter provides guidelines and direction on how future development should be designed, including architectural theme; building elevations and facades; 360-degree architecture; site planning and building orientation; quality of materials and colors; landscaping theme; wall and fences; signage theme; parking facility/lot layout; vehicular access and circulation; integration of pedestrian-level elements, etc.

Chapter VII. Administration and Implementation. This chapter explains how future development within the Specific Plan area will be reviewed and approved.

Chapter VIII. Attachments. This chapter will provide relevant exhibits and illustrations to the Specific Plan.

B. General Plan Amendment:

The proposed project includes the request for a General Plan Amendment from the site's current designation of GC – General Commercial into two (2) General Plan designations. The portion of the Specific Plan area (or project site) that contains the public uses (the Transit Center and the civic component) will remain as GC – General Commercial. The northerly portion of the Specific Plan area, or project site, designated for the residential component will change to High Density Residential (15 – 22 dwelling units/acre). Institutional and public uses are allowed within the GC – General Commercial land use designation. Therefore, no alteration to the existing General Plan land use designation is necessary for the portion of the Specific Plan area, or project site, proposed for the Transit Center and the civic component. The proposed High Density Residential land use designation will provide a logical transition along Citrus Avenue, from the current Medium Density Residential townhouse complex to the north of the Specific Plan area, to the proposed Transit Center and civic use component to the south of the proposed residential component of the Specific Plan.

Typically higher building intensity is more appropriate along transit routes and arterial roads. Therefore, the High Density Residential designation serves as an appropriate buffer (transition of density) between medium-density residential area to the north and the public uses to the south. The proposed project would also contribute 117 housing units to the City's remaining unmet need for 928 housing units, reducing the unmet housing need in the City by more than 12 percent (Covina Draft Housing Element Update, dated November 15, 2010).

The southerly portion of the project site will retain the existing GC – General Commercial General Plan land use designation. Within the General Commercial land use designation, public uses, such as those proposed within the Specific Plan, are designated as compatible land use activities. Specifically, the General Plan policies the proposed project would support are presented on pages 3 – 7 of the Covina Forward Specific Plan.

C. Specific Plan:

Due to the unique nature of the proposed development project, and how there isn't an existing Covina Zoning designation that would address the mixture of proposed uses and development concept, the preparation of a Specific Plan was determined to be the best approach. The underlying concept of the project is to create a transit-oriented project with a significant public use component. Furthermore, because of the location of the project site, one-half (1/2) mile north of the Covina Metrolink station, within close proximity to downtown Covina, there is an opportunity to create a regional destination activity that would further promote Covina in the region and continue to support Covina economic development efforts.

The Specific Plan area is comprised of three (3) Planning Areas. Planning Area No. 1 is located within the northerly portion of the Specific Plan area and is approximately 6.12 acres in size. Planning Area No. 2 occupies a central location within the interior of the Specific Plan area and is approximately 3.07 acres in size. Planning Area No. 3 is located in the most southerly portion of the Specific Plan area, immediately adjacent to Covina Boulevard, and is approximately 1.47 acres in size.

The Specific Plan area is intended for development of a transit-oriented mixed use development that includes a civic/community use component. For purposes of this Specific Plan, the land use designation for the residential component in Planning Area No. 1 will be amended to High Density Residential and will remain as General Commercial for the Transit Center and Civic/Community components in Planning Area Nos. 2 and 3. Accordingly, the intent of this Specific Plan is to provide for the orderly redevelopment of a vacant, prominent disused commercial property within the City in a manner that addresses the community's needs for transit-oriented residential development, regional transportation facilities and civic/community facilities. This Specific Plan also provides additional development and design standards and guidelines, which will ensure that each future component of the Specific Plan area are creatively and sensitively site planned and developed with high quality architectural treatments and features, site amenities and infrastructure. This Specific Plan will therefore establish the Specific Plan area as a landmark regional destination and location within the City and will improve the overall economic vitality within the Specific Plan area, surrounding areas, and the entire City.

D. Zone Change:

The proposed zone change will implement the Specific Plan and be consistent with the proposed General Plan land use designation. The portion of the project site that comprises Planning Area No. 1 (Residential Component) of the Specific Plan is proposed to have a General Plan land use designation of High Density Residential. Therefore, the proposed zoning designation for this portion of the project site is proposed to be Covina Forward Specific Plan – Residential, Multiple Family, or CFSP – RD (MF). The southerly portion of the project site comprises the public use features consisting of the Transit Component and the Civic Component, or Planning Area Nos 2 and 3 of the Specific Plan. This portion of the project site, the General Plan land use designation remains GC – General Commercial, but the proposed zoning designation for this portion of the project site is Covina Forward Specific Plan – Institutional Uses, or CFSP – I.

The list of allowable uses and those allowed with the approval of a Conditional Use permit is specified in the Covina Forward Specific Plan document attached as Exhibit 1.

E. Vesting Tentative Tract Map:

The proposed Vesting Tentative Tract Map will create a total of thirty-five (35) parcels within the project boundaries. Currently, the project area consists of three (3) parcels; two (2) comprising the former K-Mart properties and the third the institutional/daycare property. The proposed Vesting Tentative Tract Map will result in the following:

- Elimination of the existing three (3) parcels comprising the project area;
- The creation of a total of twenty-three (23) numbered parcels and twelve (12) letter parcels as follows:
 - ✓ Residential Component (Specific Plan Planning Area No. 1): twenty-one (21) numbered lots and twelve (12) letter-lots;
 - ✓ Transit Component (Specific Plan Planning Area No. 2): one (1) numbered lot; and,
 - ✓ Civic Component (Specific Plan Planning Area No. 3): one (1) numbered lot – (includes the parcel for the “park area” and the second parcel for the “public benefit” to be conveyed to the City pursuant to the Development Agreement).

The proposed 117 residential townhomes will be spread within the twenty-one (21) numbered lots and the residential community’s common area comprising the community area, driveways and pedestrian paths will form the twelve (12) lettered lots.

F. Site Plan Review (SPR) 16-023: (Residential Component)

SPR 16-023 comprises the Residential Component. This Site Plan Review is the development plan for the Residential Component and provides for the development of 117 transit-oriented residential townhomes within the 6.12 acre portion of the project site that is designated as Planning Area No. 1 within the Covina Forward Specific Plan. The Residential Component will have a single primary access from Citrus Avenue, with a secondary emergency vehicle access-only along the northerly boundary line of Planning Area No. 1 and the overall Specific Plan.

In addition to the primary vehicular access and the secondary emergency vehicle-only access from Citrus Avenue, there will be multiple pedestrian access points along the southerly boundary line of Planning Area No. 1, which is the shared boundary line between Planning Area Nos. 1 and 2. The pedestrian access points will allow residents of the Residential Component direct access to the Transit Center immediately south of Planning Area No. 1.

The Residential Component site plan provides for a 44 foot setback along the northerly boundary of Planning Area No. 1, a minimum 16 foot front setback along the Citrus Avenue frontage, a 15 foot setback along the easterly Planning Area No. 1 boundary and a 10 foot setback along the southerly, shared boundary between Planning Area Nos 1 and 2. The site plan for Residential Component is presented as an exhibit in the Covina Forward Specific Plan.

G. Site Plan Review (SPR) 16-033: (Transit Component)

SPR 16-033 comprises the Transit Component, which is also Planning Area No. 2 within the Covina Forward Specific Plan. As currently proposed pursuant to modifications made after community input, the Park and Ride parking structure will accommodate 372 vehicle parking spaces. The location of the parking structure will be setback approximately 58 feet from the easterly property line, a setback increase of approximately 28 feet from where the parking structure was originally proposed to be located.

In addition to the parking structure, the Transit Component includes a Transit Center comprising six (6) bus stops, a public plaza and a 4,000 – 4,500 square foot retail building. Ingress/egress vehicle access to the Transit Component will be available only from Citrus Avenue. Foothill Transit buses will ingress into the Transit Center only from Citrus Avenue, and egress from the Transit Center only onto Covina Boulevard. The buses will exiting only onto Covina Boulevard will only turn right to travel westbound on Covina Boulevard after exiting. No left turns will be allowed. There will be no public ingress into the Transit Component from Covina Boulevard.

In addition to the vehicular access, there will be multiple locations for pedestrian access from the Residential Component to the north of the Transit Component. The purpose of the pedestrian access link is to strengthen and encourage the residents of the Residential Component to utilize the transportation services provided by Foothill Transit.

H. Development Agreement:

The Development Agreement is essentially a contract between MLC Holdings, Inc., the entity that has the project site under contract, and the City of Covina. The Development Agreement stipulates the public benefit resulting from the project, as well as conveying the expectations and responsibilities of both MLC Holdings, Inc. and the City of Covina. In addition to the land use, economic development and aesthetic improvements of the project, the public benefit the City of Covina receives will be 1.47 acres of property, which comprises Planning Area No. 3 within the Covina Forward Specific Plan.

I. Site Characteristics:

The approximately 10.66 acre Specific Plan area is located northeast of the Citrus Avenue and Covina Boulevard intersection. Citrus Avenue abuts the Specific Plan area to the west, Covina Boulevard to the south, a residential townhouse development to the north, and a single-family residential neighborhood to the east. The project location consists of a former K-Mart store and

parking lot and an existing religious use on a separate parcel located at the southeast of the project site. The former K-Mart structure is a masonry block “big box” store building of approximately 88,500 square feet in size. The building was constructed in 1968. The second property contains a former residential structure that was converted to a day care facility and subsequently an institutional use. The building is approximately 2,186 square feet in floor area.

In addition to the existing buildings, the project site is improved with an asphalt parking lot, driveaisles, landscaped planters and similar improvements typical of a commercial retail establishment. The approximate 21,719 square foot commercial property located on the “hard corner” of Citrus Avenue and Covina Boulevard is not included in the proposed project or Specific Plan.

J. Community Outreach and Input:

A critical component to the development of this Specific Plan has been public outreach and sincere dialog with the community. To that extent, the project proponents have developed a robust community outreach and input effort as part of the Specific Plan’s entitlement process. It is estimated that over 500 residents and interested community members reached in the community outreach and input effort. It is important to note that residents were provided with contact information for outreach representatives, as accessibility was an important component of the outreach strategy. The community outreach and input effort has basically consisted of the following efforts:

- **Public Workshops.**

The public workshops consisted of two (2) City Council Study Sessions held on February 16, 2016 and July 19, 2016; a Planning Commission Study Session held on September 13, 2016 and a community meeting at the Specific Plan area held on September 10, 2016. The September 10, 2016 community meeting was specifically geared toward the adjoining residents, with various project representatives available to provide Specific Plan information to the public and answer specific questions. The September 10, 2016 event was heavily advertised via e-mail and social media by both the outreach team and City representatives. As a result, over 60 community members met with project representatives and engaged in discussions about the Specific Plan, sharing both concerns and praises for the Specific Plan.

- **One-on-one Resident Outreach & Engagement.**

Between the dates of April 2016 and October 2016, project representatives walked adjoining neighborhoods to the Specific Plan area and knocked door-to-door, in person to distribute Specific Plan information and solicit input. Where residents were not home or unavailable, return efforts were made; and where necessary, return visits were made to residents with follow up information and updates on the Specific Plan design revisions

addressing expressed concerns. Two (2) community meetings were held on April 28, 2016 and September 7, 2016 at the Village Green Community, just south of the Specific Plan area. For those residents the outreach team was unable to connect with in-person, an invitation to participate in the September 10, 2016 community event was extended.

- **One-on-one Business Outreach & Engagement.**
Between the dates of April 2016 and October 2016, project representatives visited with the adjacent businesses to the south and southwest of the Specific Plan area. Specific Plan information was distributed and input solicited. A follow up visit occurred to provide businesses with updates on project design revisions. In addition to the adjacent businesses, other Covina businesses throughout the City were identified and engaged to further inform the larger Covina business community.
- **Civic and Community Groups.**
Presentations were scheduled between April 2016 and October 2016 with various civic and community groups to further discuss the Specific Plan. A combination of large group presentations and one-on-one meetings with organization representatives occurred. This included the Covina Chamber of Commerce, Covina Rotary Club, Sunrise Rotary Club, Downtown Covina Merchants Association and the Covina Lions Club.
- **Public and Quasi-public Agencies.**
In an effort to reach largest possible pool of groups and individuals, outreach was conducted to interested public agencies and quasi-public agencies. Examples of this outreach to public and quasi-public agencies include the San Gabriel Valley Council of Governments Planning Technical Advisory Committee (SGCOG), Los Angeles County Metropolitan Authority (LA Metro), Citrus Valley Health Partners, Mt. San Antonio College and Covina Valley Unified School District.
- **Print and Electronic Media.**
A wide range of print and electronic media was included in this outreach effort. This included Specific Plan flyers, public notices and FAQ brochures. A Specific Plan website was also created and was prominently featured on all print material. This website was consistently updated as the project design evolved, based on community input.

The public outreach efforts have helped transform the project design to the ultimate version. Feedback garnered from the community, particularly from the adjacent residents, has influenced the site design and has addressed various concerns expressed by the community. Issues relating to privacy, public safety and parking have been specifically addressed through this engagement process.

DISCUSSION OF PROJECT ISSUES

Pursuant to the public outreach efforts and Planning Commission and City Council study sessions, several design and project issues were raised. As a result of those raised concerns, project design revisions and other adjustments have been incorporated into the Specific Plan and the correlating Site Plan Review for the Residential Component and the Transit Component.

A. Transit Component.

Concerns expressed regarding the design of the Transit Center and Park and Ride facility have primarily focused on the following design and operational features:

- **Easterly setback of the parking structure.**

Originally proposed, the easterly setback dimension of the Park and Ride parking structure was located approximately thirty (30) feet from the easterly property line (the shared property line with the single family residences to the east of the project site). The residents adjoining the portion of the project site adjacent to the parking structure were concerned that the proposed distance of the parking structure was too close to the easterly property line.

The design of the parking structure has been modified to reduce the number of parking spaces from 450 to 372, thus the size of the parking structure was reduced. In addition, the location of the parking structure footprint was moved westerly where the new setback is approximately fifty-eight (58) feet from the easterly property line. The result is the parking structure's easterly elevation will be in the same location as the existing former K-Mart building's easterly wall. Therefore, the distance between the easterly property line and the parking structure has been increased by twenty-eight (28) feet from what was originally proposed.

- **Visual screening/privacy for the single family residences to the east of the parking structure.**

The residents adjacent to the eastern perimeter of the parking structure expressed another concern relating to the potential viewshed impacts from Foothill Transit patrons parking on the second and third levels of the structure. Residents expressed apprehension with the open parking structure design, as it provided commuters with a direct view into their residences. In addition to project revisions that increased the parking structure setback from thirty (30) feet to approximately fifty-eight (58) feet, the design will also include a solid concrete wall that will be built along the easterly elevation of the parking structure, on the second and third levels. Additional height was also added to the original proposed wall at the top level, from a three (3) foot parapet to a 6 feet, 6 inches solid concrete wall. The result will be that patrons parking on the top and middle deck will not have a view to the east, towards the adjacent single family residences.

In addition to the concrete screen wall, the increased setback between the easterly property line and the parking structure will allow for increased landscape planting of evergreen trees to further reduce potential visual impacts. The evergreen trees within this increased buffer zone will be configured in a “triangle style”, where there will essentially be a double row of evergreen trees, creating a more robust tree buffer.

The original parking structure design was to incorporate a “green wall” design feature, where climbing vine plant material will grow upwards along screen mesh material attached to the facades of the parking structure. The “green wall” design feature continues to be proposed. The combination of (1) the increased setback and landscaped buffer of the parking structure; (2) the solid concrete wall on the second level along the eastern elevation; (3) the addition of the 6 foot, 6 inch concrete screen wall along the easterly edge of the top deck of the structure and (4) the originally proposed “green wall” design feature will mitigate potential visual and privacy concerns of the easterly single family residences.

- **The buffer along easterly bus exit driveway onto Covina Boulevard.**

Adjoining residents expressed concern about the close proximity of the bus exit driveway along the eastern property line in relation to the common property line. The setback dimension originally proposed was five (5) feet. The originally proposed five (5) foot setback along the easterly property line would incorporate a landscape buffer. The revised design would increase the landscape buffer setback to twenty (20) feet. The fifteen (15) foot increase in landscape buffer would provide increased space to create the “triangle” evergreen tree planting arrangement proposed in the parking structure landscape buffer.

- **Public safety within the Transit Center.**

One of the concerns consistently expressed was public safety. The primary public safety feature proposed to be utilized within the Transit Center and parking structure will be the Covina Police Department’s real-time surveillance camera system. Currently, Covina Police utilizes the real-time surveillance camera system within the downtown area, City Hall, Heritage Park and Cougar Park. The benefit of the surveillance camera system is that it is monitored 24/7 by Covina Police Department personnel. The Police Dispatcher and Watch Commander both have a real-time video feed at their respective work stations. Suspicious activities that are observed by the Police Dispatcher and/or Watch Commander can immediately be addressed by directing Covina Police to the potential issue. The real-time surveillance camera system has been extremely effective in reducing public safety issues within the downtown area, City Hall, Heritage Park and Cougar Park.

In addition to the installation of the real-time camera surveillance system, the Transit Center will have a dedicated parking space for Covina Police Department vehicles. Covina Police out on patrol in the community will be able to always have an accessible location to park their police vehicle at the Transit Center.

- **Operational concerns with the bus operations.**

Residents also expressed concern regarding potential operational impacts associated with the Transit Center and Park and Ride facility. One misconception shared by residents concern was that the Transit Center was comparable to a bus depot, a place where buses are sheltered and where bus service is provided 24/7. On the contrary, the proposed Transit Center will provide Foothill Transit Commuter Express service to downtown Los Angeles. The patrons of this service are existing residents within the Covina community who currently park on city streets and private parking areas to use the existing Foothill Transit commuter bus service.

Foothill Transit's Commuter Express will service the proposed Transit Center between 5:30 a.m. to 8:30 a.m. and 4:30 p.m. to 7:00 p.m. every 30 minutes, Monday through Friday only. Commuter Express service will not operate on weekends or holidays. Approximately 6 to 8 Commuter Express buses will travel to the Transit Center in the morning and 6 to 8 buses in the afternoon hours.

It should be noted, the existing Foothill Transit local line 281, which currently operates and stops on the corner of Citrus Avenue and Covina Boulevard, will continue to operate Monday through Friday between 5:00 a.m. and 9:00 p.m., every 30 minutes. On weekends and holidays, Line 281 will operate from 7:00 a.m. to 7:00 p.m. every 60 minutes. When Foothill Transit buses are not operating, there will be minimal activity at the Transit Center. There will be no late night operations and weekend service for the local bus line will be very limited.

Another concern expressed was the potential noise and emissions of the Foothill Transit bus fleet. Currently, all Foothill Transit buses are either CNG or electric powered bus vehicles. Foothill Transit does not operate any gasoline or diesel-powered buses. In addition, Foothill Transit has a goal to transition their entire bus fleet to 100% electric powered by 2030. Therefore, noise and emissions concerns typically associated with conventional gasoline or diesel-powered buses will not be a factor at the Foothill Transit facility.

B. Residential Component.

Concerns expressed regarding the design of the Residential Component have primarily focused on the following design features:

- **Access through the Residential Component to the single family residences to the east.**

One of the concerns expressed by the residents in the single family residential properties to the east of the Residential Component the trespasser access from the former K-Mart property into the private residences. Trespassers have continually climbed the existing retaining wall on the common property line. When the Residential Component is constructed, this problem will be mitigated, as the ability to “cut through” the neighboring single family properties to the east will be eliminated.

- **Privacy concerns of the single family residences to the east of the residential component.**

As with privacy concerns expressed by the residents adjoining the Transit Component, the proposed Residential Component design has been sensitive to potential privacy impacts. The proposed residential site plan has a landscaped setback along the easterly property line of fifteen (15) feet or more, which will be landscaped with evergreen trees and shrubs. Only four (4) residential units will be placed along the setback and they are situated as “side on”, where the side elevation and secondary windows will be oriented towards the easterly property line (as opposed to the front of the townhomes). The result is to minimize the number of windows that will be located facing the easterly property line. Furthermore, the units (and windows) along the easterly landscaped setback will be screened with landscaping and evergreen trees to maintain and enhance privacy for both the existing single family residences to the east and the future townhouse owners in the Residential Component.

The Residential Component also features a community recreation area along the easterly setback. A single story pool building with restrooms, showers and storage has been located adjacent to the easterly property line to minimize noise and provide a buffer from the swimming pool, open space patio, landscaping and bar-b-que area. The anticipated use of the community recreation area will be typical of residential backyard activity, which is compatible with the adjoining single family residences and rules and regulations within the community’s CC&R’s regarding the use of the community area; this will be managed by the Homeowner’s Association and property management company.

- **Adequate on-site parking.**

Each residential unit will have two (2) enclosed garage parking spaces. In addition to the two (2) enclosed parking spaces per unit, the Residential Component will provide 69 on site guest parking spaces distributed throughout the community. Along the Citrus Avenue frontage, on-street parking will be available to accommodate approximately ten (10) vehicles. The ratio of guest parking space per dwelling unit is .58. If Citrus Avenue on-street parking is considered, then the ratio of available guest parking rises to .67 spaces per dwelling unit.

In addition to the vehicle parking, each residential unit is required to provide accommodations inside the garage for two (2) bicycles, such as hanging racks or wall racks. When considered with the adjoining Transit Component and Civic Components, there is potential access to 112 public parking spaces on the Civic Component and when available, 375 parking spaces within the Park and Ride parking structure. Thus, when included with the sixty-nine (69) on-site guest parking spaces, the ten (10) parking spaces on Citrus Avenue and the potentially available 487 parking spaces within the Transit Component and Civic Component, 566 parking spaces are either on-site or within immediate proximity of the Residential Component.

It should be noted the intent of the proposed project is a transit-oriented development, where the Residential Component will have direct pedestrian access to the Transit Component and nearby Covina Metrolink station. The marketing of the Residential Component will be to attract those buyers who value the ability to live within walking distance to public transportation resources. The flexibility to commute to downtown Los Angeles and other regional employment centers via various transportation services, including the Foothill Transit Center, Metrolink and the nearby Gold Line, will be prominently featured in sales and marketing material and is expected to be strong attraction to the project.

C. Civic Component.

Concerns expressed regarding the design of the Civic Component have primarily focused on the following design features:

- Potential noise and activity impacts associated with the Event Center.

The uses envisioned for the Civic Component is a community event center and/or a business incubator/innovation center use. Other than the conceptual design, the actual design of the Civic Component has not proceeded through the Site Plan Review application process. The actual and detailed design of the Civic Component will require Site Plan Review as articulated in the Covina Forward Specific Plan. Therefore, specific design issues will be addressed as part of that formal design approval process. In addition, the on-site availability of alcohol in conjunction with banquet uses will require the approval of a conditional use permit.

PUBLIC HEARING NOTICE AND NOTIFICATION

The applicant was given a copy of the staff report with associated attachments, all property owners within a radius of at least 300 feet from the overall project site were mailed notices of the Planning commission public hearing on October 26, 2016, a minimum of ten (10) days before the hearing as required by law. In addition, the public hearing notice was published in the San Gabriel Valley Tribune newspaper on October 24, 2016.

ENVIRONMENTAL DETERMINATION

Pursuant to CEQA) and the State CEQA Guidelines, 14 Cal. Code Regs., § 15000, et seq, the City staff determined that an Environmental Impact Report (EIR) was necessary to evaluate the potential environmental effects of the Project. A Notice of Preparation (NOP) was published in the San Gabriel Valley Tribune on May 11, 2016 for the required 30-day review period. The Further, the NOP was posted at the Los Angeles County Registrar Office and the City of Covina City Clerk's office and was distributed to the State Clearinghouse, agencies, organizations, and interested parties. Subsequent to the EIR Notice of Preparation, a State Clearinghouse number was assigned as follows: SCH # 2016051053 - Covina Transit-Oriented Mixed-Use Development Project. Input was received during this period from public agencies and the general public regarding environmental issues and concerns related to the Project. The City received four comment letters in response to the NOP.

The City subsequently contracted for the independent preparation of a Draft Environmental Impact Report (the "Draft EIR") for the Project, including all necessary technical studies and reports in support of the Draft EIR. In September 2016, the Draft EIR was completed for the Project. In accordance with CEQA and the State CEQA Guidelines, the Draft EIR fully analyzed and disclosed the Project's potential impacts on the environment, proposed mitigation measures where appropriate to reduce potentially significant impacts to the extent possible, and evaluated potential alternatives to the Project.

The Draft EIR identifies that the Project would result in no impact or less than significant impacts in the following environmental impact categories: agricultural and forestry resources, greenhouse gas emissions, hydrology and water quality, land use and planning, mineral resources, population and housing, recreation, transportation and traffic, and utilities and service systems. With the incorporation of mitigation measures identified in the Draft EIR, the potentially significant impacts of the Project in the following categories would be reduced below a level of significance: aesthetics, air quality, biological resources, cultural resources, geology and soils, hazards and hazardous materials, and noise. No significant and unmitigable impacts have been identified in the EIR. A Notice of Availability of the Draft EIR was published in the San Gabriel Valley Tribune on September 13, 2016 and the Draft EIR was released for a 45-day public comment period beginning on September 13, 2016 and ending on October 27, 2016. The City received five comment letters on the Draft EIR during this period.

The Project has been environmentally reviewed pursuant to the provisions of CEQA and the State CEQA Guidelines. The Planning Commission has reviewed and considered the Draft and, in the exercise of its independent judgment, recommends that the City Council certify the EIR, make appropriate environmental findings, and adopt a Mitigation Monitoring and Reporting Program for the Project. The Planning Commission recommends that the mitigation measures set forth therein be made applicable to the Project. The Planning Commission further finds that substantial evidence in light of the whole record supports the conclusion, as found in the Draft EIR, that the Project will not result in any significant effect on the environment following the incorporation of mitigation. Public agencies and interested members of the public have been afforded ample notice and opportunity to comment on the Draft EIR and the Project. Therefore,

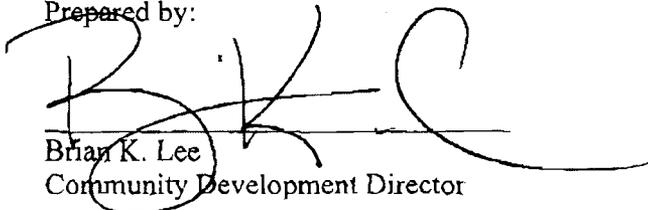
the Planning Commission finds that the project will not have a significant effect on the environment.

RECOMMENDATION

The Department of Community Development recommends the following action to the Planning Commission:

1. Recommend to the City Council certification of the Covina Transit-Oriented Mixed-Use Development Project Environmental Impact Report (EIR) with Mitigation Monitoring and Reporting Programs (SCH # 2016051053);
2. Recommend approval to the City Council of General Plan Amendment (GPA) 16-001;
3. Recommend approval to the City Council of Development Agreement (DA) 16-001;
4. Recommend approval to the City Council of the Covina Forward Specific Plan (SP) 16-001;
5. Recommend approval to the City Council of Zone Change (ZCH) 16-002;
6. Recommend approval to the City Council of Vesting Tentative Tract Map (TTM) 74512;
7. Recommend approval to the City Council of Site Plan Review (SPR) 16-023; and,
8. Recommend approval to the City Council of Site Plan Review (SPR) 16-033.

Prepared by:


Brian K. Lee
Community Development Director

Nancy Fong
Planning Consultant

EXHIBITS

1. Covina Forward Specific Plan
2. Covina Forward Revenue and Cost Summary
3. PC Resolution No. 2016-029PC (EIR)
4. PC Resolution No. 2016-030PC (Project)
 - Exhibit A: (GPA) 16-001
 - Exhibit B: (SP) 16-001
 - Exhibit C: (ZCH) 16-002
 - Exhibit D: (TTM) 74512
 - Exhibit E: (SPR) 16-023
 - Exhibit F: (SPR) 16-033
 - Exhibit G: (DA) 16-001
5. Draft EIR under separate cover
6. Covina Forward project comment letters
7. Development Plan for SPR 16-023
8. Conceptual Plan for SPR 16-033

THIS PAGE LEFT INTENTIONALLY BLANK



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 7

- MEETING DATE:** November 15, 2016
- TITLE:** Professional Services Agreement with Advantage, Inc. for printing and binding services for the City of Covina's quarterly newsletter publication
- PRESENTED BY:** Amy Hall-McGrade, Parks & Recreation and Library Services Director
Lisa Evans, Parks & Recreation Manager
- RECOMMENDATION:** Approve Professional Services Agreement with Advantage, Inc. for printing and binding services for the City of Covina's quarterly newsletter publication
-

BACKGROUND:

The City of Covina has utilized the services of Advantage, Inc. for the printing of Covina Today (formerly City View) since 2012. The company has provided exceptional service and a quality product at a reasonable cost.

DISCUSSION:

Beginning with the Winter 2017 issue of Covina Today, the Parks & Recreation Department has been assigned the primary responsibility of coordination of content, graphic design, printing, and mailing. Prior to this issue, these duties were handled by City Administration or Public Information.

Due to staff turnover, it is unknown whether bids were previously sought for printing services. Therefore, Parks & Recreation staff secured three bids for these services to ensure cost effectiveness. The bids received were as follows:

- | | |
|--------------------|-----------------------------|
| 1. Advantage, Inc. | \$10,518.54 per publication |
| 2. Grand Printing | \$12,984.00 per publication |
| 3. RR Donnelley | \$14,172.84 per publication |

Since Advantage, Inc. provided the lowest responsible bid, and has provided excellent service and product quality over the past four years, it is staff's recommendation to approve the Professional Services Agreement for fiscal year 2016-2017.

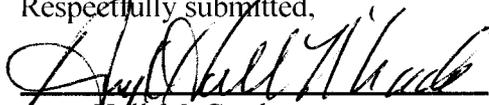
FISCAL IMPACT:

The expenditure for printing of the quarterly newsletter is included in the fiscal year 2016-2017 adopted budget in account 1010 0320 53500.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Amy Hill-McGrade", written over a horizontal line.

Amy Hill-McGrade

Parks & Recreation and Library Services Director

ATTACHMENTS:

Attachment A: Professional Services Agreement with Advantage, Inc.

Attachment B: Quotes

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated November 15, 2016 (“Effective Date”) and is between the City of Covina, a California municipal corporation (“City”) and Advantage, Inc., a California corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide printing and binding services, and FOB shipping to post office and City office of the City’s quarterly newsletter publication.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

1. Term of Agreement. The term of this Agreement shall be from the Effective Date through June 30, 2017, unless sooner terminated as provided in Section 13 of this Agreement. The City may, upon mutual agreement, extend the contract for two (2) additional one year terms. In no event shall the contract be extended beyond June 30, 2019.

2. Compensation.

A. Compensation. As full compensation for Consultant’s services provided under this Agreement, City shall pay Consultant the total flat sum of no more than eleven thousand dollars (\$11,000.00) (the “maximum compensation”) per newsletter, as set forth in the Approved Fee Schedule, attached hereto as **Exhibit A**. Any terms in Exhibit A, other than the payment rates and schedule of payment, are null and void.

B. Expenses. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. City shall not allow any claims for additional services performed by Consultant, unless the City Council and the Consultant Representative authorize the additional services in writing prior to Consultant’s performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

3. Consultant's Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services, attached as **Exhibit B**. City may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Trudy Marcoux, Account Executive (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall commence the services on the Effective Date and shall perform all services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

C. Standard of Performance. Consultant shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

D. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

E. Compliance with Laws. The Consultant shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City and its agents shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

F. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a quarterly basis for actual services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. If City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 2 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Finance Director.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this agreement available during Consultant's regular working hours to City for review and audit by City.

5. Ownership of Documents. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed ("written products") pursuant to this Agreement shall become the sole property of the City without restriction or limitation upon its use and may be used, reused, disseminated or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

6. Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

7. Confidentiality. All data, documents, discussion, or other information (collectively "data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential. Consultant shall keep all data confidential and shall not disclose any data to any person or entity without City's prior written consent. City shall grant such consent if disclosure is legally required. Consultant shall return all data to City upon the expiration or termination of this Agreement. Consultant's covenant under this Section 7 shall survive the expiration or termination of this Agreement.

8. Conflicts of Interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including the Political Reform Act (Gov. Code, § 81000 *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section 8 into any subcontract that Consultant executes in connection with the performance of this Agreement.

9. Indemnification.

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liability with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure

to promptly pay to City any reimbursement or indemnification arising under this Subparagraph A. 2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section 9, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 9 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000) per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 10.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Consultant has no employees while performing services under this Agreement, workers' compensation policy is not required, but Consultant shall provide an executed declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section 10 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 10.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 10 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section 10 shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section 10 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) calendar days' prior written notice to City. If any insurance policy required under this Section 10 is canceled or reduced in coverage or limits, Consultant shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section 10 in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section 10, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 10. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 9 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 10.

11. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against the City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

12. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of one (1) year. Consultant shall, without charge, provide City with access to the records during normal business hours. City may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

13. Termination or Suspension of Agreement.

A. Right to Terminate or Suspend. City may terminate or suspend this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least seven (7) calendar days before the termination or suspension is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City’s termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

14. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant’s reasonable control and not due to any act by Consultant.

15. Notices. Any notices, consents, requests, demands, bills, invoices, reports or other communications which either party may desire to give to the other party under this Agreement must be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by reputable document delivery service or courier service during Consultant’s and City’s regular business hours, or (c) five business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:
Attn: Parks & Recreation Director
City of Covina
125 E. College Street|
Covina, California 91723

If to Consultant:
Attn: Trudy Marcoux
Advantage, Inc.
PO Box 66013
Anaheim, California 92816

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. Except as otherwise provided in Section 9, this Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Exhibits. Exhibits A, B, and C constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

21. Entire Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement.

22. Amendment of Agreement. This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

23. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

24. Word Usage. Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

25. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

26. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Covina.

27. Attorneys’ Fees. In any litigation or other proceeding by which on party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys’ fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

28. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

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

[SIGNATURE PAGE FOLLOWS]

The parties, through their duly authorized representatives, are signing this Agreement on the date stated in the introductory clause.

City:

City of Covina,
a California municipal corporation

By: _____

Name: Kevin Stapleton

Title: Mayor

ATTEST:

By: _____

Name: Sharon F. Clark

Title: Chief Deputy City Clerk

APPROVED AS TO FORM:

By: _____

Name: Candice K. Lee

Title: City Attorney

Consultant:

Advantage, Inc.,
a California corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

**EXHIBIT A
APPROVED FEE SCHEDULE**

Quarterly charge not to exceed eleven thousand dollars (\$11,000.00), and annually not to exceed forty-four thousand dollars (\$44,000.00)

EXHIBIT B
SCOPE OF SERVICES

- 29,000 copies quarterly
- Full-Color Print
- Bindery
- Stitch and Trim
- FOB – Covina Post office and Parks & Recreation office
- Bulk Mail Paperwork for Post Office

**EXHIBIT C
PROJECT TIMELINE**

	Winter 2017 (48- page)	Spring 2017 (48- page)	Summer 2017 (48- page)	Fall 2017 (48- page)
<i>FINAL DOCUMENT DELIVERED TO ADVANTAGE</i>	Monday, November 28	Friday, February 24	Friday, April 28	Thursday, July 27
<i>DELIVERED TO POST OFFICE</i>	Wednesday, December 7	Wednesday, March 8	Wednesday, May 10	Wednesday, August 9



printing · mailing · marketing

1600 N. Kraemer Blvd.
Anaheim, CA 92806

Phone: (714) 538-3881 · Fax: (714) 632-1203

Quote

City of Covina
125 East College Street
Office Copies
Covina, CA 91723
Ph: 626-384-5400

Fax:

Quote 158381.
Date October 21, 2016

Project

Covina Guide - Parks & Rec
48 pg book
4/4, 50# #3 gloss book
Stitch & trim to 8-3/8 x 10-7/8
27,871m = Bundle tie in 50's w/simplified facing slips FOB: Covina PO
Bal = Bundle tie FOB: City of Covina

Quantity of 29,000

Services	Quantity	Setup	Rate	per	Price
**Printing - Prt- 32pg sig -FW	29,000		\$214.45	/m	\$6,218.95
**Printing - Prt- 16pg sig -FW	29,000		\$106.28	/m	\$3,082.11
**Printing - Bindery	1				\$781.00
DP EDDM/Simplified Paperwork	27,871	\$25.00	\$4.00	/m	\$136.48
Deliver to Customer	1		\$300.00	ea	\$300.00
<i>Covina PO & City of Covina</i>					
Total Estimated Project Cost	29,000	Unit Price:	\$0.363		<u>\$10,518.54</u>

Quotation SUBJECT to re-quote upon receipt of customer artwork, film or mail piece. Postage MUST be received prior to drop. Actual postage may vary from estimate.

Due to market conditions the paper prices included in this quotation are based on current prices, and are subject to adjustment and availability at the time the paper stock is shipped from the mill. Any price increase will be reflected with an adjustment to this proposal or on the invoice rendered to you. Final print will be billed with up to 10% overs depending upon quantity printed. Print pricing does NOT include sales tax if applicable. Prices based on the information received at the time of the quote and are subject to change upon the receipt of the artwork.

Customer Signature: _____ Submitted by: _____ Sales Rep.

Title: _____ By: _____ Authorized Officer

Trudy Marcoux
Account Manager/Sales

Lisa Evans

From: brian@grandprinting.net
Sent: Thursday, September 22, 2016 12:52 PM
To: Lisa Evans
Subject: RE: FW: FW: Printing Quote

Hi Lisa

Sorry for the delay i have been out for a few days .I have been researching paper cost so i could save you some money. I have a quote for you . This is for the printing / bundling in 50s / and delivery .The total estimated cost is \$ 12,984.If you have any questions please call or email me.I'm feeling allot better so I'm back at work.

Thank You
Brian

-----Original Message-----

From: "Lisa Evans" <levans@covina.gov>
Sent: Tuesday, September 20, 2016 6:06pm
To: "brian@grandprinting.net" <brian@grandprinting.net>
Subject: FW: FW: Printing Quote

Hi Brian,

Sorry to be a pest, but I needed to know the status on the quote. Do you think I would be able to get it by tomorrow?

Thanks so much,
Lisa

From: Lisa Evans
Sent: Friday, September 09, 2016 5:27 PM
To: 'brian@grandprinting.net'
Subject: RE: FW: Printing Quote

Hi Brian,

Monday is fine. The budget is contingent upon the quotes we receive.

Thank you,
Lisa

From: brian@grandprinting.net [mailto:brian@grandprinting.net]
Sent: Friday, September 09, 2016 3:35 PM
To: Lisa Evans
Subject: RE: FW: Printing Quote

Hi Lisa

I'm still working on the quote i will have it to you on Monday.Do you have a budget for this Covina Today booklet.

Thank you
Brian

RR DONNELLEY

1600 So. Proforma Ave.
 Ontario, CA 91761
 Ph (909) 773-0633

E-Mail randy.scott@rrd.com

Proposal

92831

Proposal For:	City of Covina - Lisa Evans 1250 N. Hollenbeck Ave. Covina, CA 91722	Proposed by: Randy Scott
----------------------	---	--

Project Name: Covina Today - Covina's quarterly city newsletter	Date: 10/6/2016
---	---------------------------

QUANTITY	Unit Price	DESCRIPTION	EXTENDED PRICE
29,000	\$0.489	Winter Issue - 48 pages	\$14,172.84
Above cost includes shipping to 2 locations, but not sales tax			

PROPOSAL SPECIFICATIONS/COMMENTS:
 8. 3/8 x 10 7/8" stiched and trimed magazine, printed 4/4 on 50#, #3 gloss stock in bundles of 50

RR DONNELLEY Sales Representative Randy Scott	ACCEPTED BY RR Donnelley Representative Signature <i>Randy Scott</i>	DATE 10/6/2016
---	--	--------------------------

ORDER ACCEPTANCE	PURCHASE ORDER NO. _____	RR DONNELLEY, INC. IS HEREBY AUTHORIZED TO ENTER OUR ORDER FOR THE ITEM(S) LISTED ABOVE
	PURCHASE ORDER TO FOLLOW _____	
	NO PURCHASE ORDER TO BE ISSUED. THIS DOCUMENT TO ACT AS AUTHORIZATION TO ENTER ORDER	_____ City of Covina PURCHASER
	PROOFS REQUIRED <input type="checkbox"/> YES <input type="checkbox"/> NO	_____ AUTHORIZED SIGNATURE FOR PURCHASER _____ TITLE

THIS PAGE LEFT INTENTIONALLY BLANK



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 8

MEETING DATE: November 15, 2016

TITLE: Professional Services Agreement with Robert Half International Inc.

PRESENTED BY: Anita Agramonte, Finance Director

RECOMMENDATION: Authorize the Interim City Manager to execute a Professional Services Agreement for Accounting Services with Robert Half International Inc.

BACKGROUND:

With the recent change in management and departure of long-term personnel, it was necessary to obtain assistance with the 2016 fiscal year-end closing procedures. This assistance has been provided by Robert Half International Inc. a firm which specializes in providing accounting, finance and business systems professionals throughout Southern California.

DISCUSSION:

Covina Municipal Code (CMC) Section 2.20.060 allows the City Manager to authorize purchases and contracts for services with an estimated value of \$25,000 or less. The City Council shall authorize purchases and contracts for services with an estimated value greater than \$25,000. This may be a single purchase or aggregate purchases with one vendor for the year.

Further, CMC Section 2.20.175 states that the purchase of professional and specialized services by firms shall be made on the basis of demonstrated competence and experience of the service provider and on the professional qualifications necessary for the satisfactory performance of the services required. However, neither formal nor informal bidding shall be required prior to the purchase of professional or specialized services.

A professional from Robert Half International Inc. has assisted with Fiscal Year 2016 accounting entries and analysis. Some of the duties performed by the professional include:

- Reconciliation of bank accounts
- Analyzing various general ledger accounts and preparing related audit schedules
- Preparing general journal entries in a governmental fund environment
- Responding to inquiries from auditors as related to work performed
- Coordinating with staff as necessary in analyzing general ledger activity

The professional's understanding of the City's financial processes, as well as their demonstrated capabilities to contribute to the completion of assigned tasks makes it prudent to continue their services. Service costs to date are nearing \$25,000, and staff recommends that the City Council authorize the Interim City Manager to execute a Professional Services Agreement for

Accounting Services with Robert Half International Inc. in an amount not to exceed \$38,000 in total to allow the Finance Department to continue utilizing the services of the assigned professional as the department continues to assess staffing needs.

FISCAL IMPACT:

The proposed professional services agreement stipulates a maximum expenditure of \$38,000 which is budgeted and available in Finance Department Auditing and Accounting account 1010-0500-51100.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None

Respectfully submitted,



Anita Agramonte
Finance Director

ATTACHMENTS:

Attachment A: Professional Service Agreement for Accounting Services with Robert Half International Inc.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated July 23, 2016 (“Effective Date”) and is between the City of Covina, a California municipal corporation (“City”) and Robert Half International Inc., a Delaware corporation, doing business through its division Accountemps (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to perform temporary accounting services.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

1. Term of Agreement.

A. The term of this Agreement shall be from the Effective Date through February 28, 2017, unless sooner terminated as provided in Section 13 of this Agreement.

2. Compensation.

A. Compensation. As full compensation for Consultant’s hourly temporary staffing services provided under this Agreement, City shall pay Consultant a sum not to exceed thirty-eight thousand dollars (\$38,000) (the “maximum compensation”), based on the hourly rates set forth in the Approved Fee Schedule, attached hereto as **Exhibit A**. Any terms in Exhibit A, other than the payment rates and schedule of payment, are null and void.

B. Expenses. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. City shall not allow any claims for additional services performed by Consultant, unless the City Council and the Consultant Representative authorize the additional services in writing prior to Consultant’s performance of the additional services or inurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

3. **Consultant's Services.**

A. Scope of Services. Consultant shall perform the services described in the Scope of Services, attached as **Exhibit B**. City may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Chris Garza (the "Consultant Representative"). Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall commence the services on the Effective Date and shall perform all services during the time period established by the City Representative with reasonable diligence.

D. Standard of Performance. Consultant shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances in the temporary staffing services industry.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by Consultant's assigned personnel, and all personnel engaged in the work shall be qualified to perform such services.

F. Compliance with Laws. The Consultant shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations, to the extent applicable to Consultant. The City and its agents shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of temporary staffing services under this Agreement including a business license.

4. **Method of Payment.**

A. Invoices. Consultant shall submit to City an invoice, on a weekly basis or less frequently, for actual services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. If City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 2 of this

Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant unless an order to withhold is received by a governmental agency. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Finance Director.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this agreement available during Consultant's regular working hours to City for review and audit by City.

5. Ownership of Documents. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of Consultant's assigned personnel providing the services to be performed ("written products") pursuant to this Agreement shall become the sole property of the City without restriction or limitation upon its use and may be used, reused, disseminated or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

6. Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall be deemed the employer of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

7. Confidentiality. All data, documents, discussion, or other information (collectively "data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential. Consultant shall keep all data confidential and shall not disclose any data to any person or entity without City's prior written consent. City shall grant such consent if disclosure is legally required. Consultant shall return all data to City upon the expiration or termination of this Agreement. Consultant's covenant under this Section 7 shall survive the expiration or termination of this Agreement.

8. Conflicts of Interest. Consultant and its officers and employees shall comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including the Political Reform Act (Gov. Code, § 81000 *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section 8 into any subcontract that Consultant executes in connection with the performance of this Agreement.

9. Indemnification.

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens and losses of any nature whatsoever, including reasonable fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the negligent acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, except for Liabilities arising from the intentional negligence or willful misconduct of the Indemnitees. Consultant shall defend the Indemnitees in any action or actions filed in connection with any such Liability with counsel of the Consultant's choice after approval from City of such counsel and confirmation from the City that such counsel does not present a conflict of interest for City, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. If Consultant's insurance coverage would not apply as a result of the foregoing requirement to obtain City's approval, Consultant shall not be required to obtain such approval from City, but will require confirmation from the City that such counsel does not present a conflict of interest for City."

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, liens, penalties and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws.

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 9 from each and every subcontractor whose employee is assigned to City as temporary staff, on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the negligent acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, except for Liabilities arising from the intentional negligence or willful misconduct of the Indemnitees.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section 9, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 9 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000). If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of services

under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 10.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Consultant has no employees while performing services under this Agreement, workers' compensation policy is not required, but Consultant shall provide an executed declaration that it has no employees.

4) Errors and Omissions Insurance with minimum limits of Two Million Dollars (\$2,000,000) per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section 10 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A-:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 10.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its elected officials, directors, officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 10 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section 10 shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City, unless Consultant will be responsible for paying such deductibles or self-insured retentions. Under no circumstances shall Consultant withhold payment of such deductibles or self-insured retentions.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section 10 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) calendar days' prior written notice to City. If any insurance policy required under this Section 10 is canceled or reduced in coverage or limits, Consultant shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section 10 in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section 10, City may immediately terminate this Agreement. The termination of this agreement for noncompliance does not excuse or relieve Consultant's obligations for Indemnification set forth in Section 9 of this agreement.

I. Evidence of Insurance. Prior to execution of this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 10. The endorsements are subject to City's approval. City's signature to this Agreement confirms its approval. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 9 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors whose employees are assigned to City as temporary staff to perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 10.

11. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against the City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

12. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. Consultant shall, without charge, provide City with access to the records during normal business hours. City may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

13. Termination or Suspension of Agreement.

A. Right to Terminate or Suspend. City may terminate or suspend this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least seven (7) calendar days before the termination or suspension is to be effective. Consultant may

terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. City's approval of weekly time sheets submitted by Consultant's assigned individual shall constitute City's confirmation that the hours worked during the applicable week, as stated in the approved time card, are satisfactorily performed. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

14. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

15. Notices. Any notices, consents, requests, demands, bills, invoices, reports or other communications which either party may desire to give to the other party under this Agreement must be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by reputable document delivery service or courier service during Consultant's and City's regular business hours, or (c) five business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:
Attn: Anita Agramonte
City of Covina
125 E. College Street
Covina, California 91723

If to Consultant:
Attn: Chris Garza
13181 Crossroads Pkwy N
Suite 110
City of Industry, CA 91746
Chris.Garza@roberthalf.com

With a copy to:
Robert Half International Inc.
2613 Camino Ramon
San Ramon, CA 94583-9128
Attn: Client Contracts Dept.

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law.

Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. Except as otherwise provided in Section 9, this Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Exhibits. Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

21. Entire Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement.

22. Amendment of Agreement. This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

23. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

24. Word Usage. Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

25. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

26. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Covina.

27. Attorneys’ Fees. In any litigation or other proceeding by which one party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys’ fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

28. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

29. Scope of Agreement. This Agreement is only applicable to the assignment of a Staff Accountant (Bei Zou, or a City approved replacement candidate) under Job Order No. 00300-117729 by the Accountemps division of the Robert Half International Inc. branch located at 13181 Crossroads Parkway North Suite 110, City of Industry CA, 91746-3421, and no other Robert Half International Inc. branch or division is obligated under this Agreement.

30. Limitation of Duties. City shall supervise Consultant’s assigned individuals providing services to City. City will not permit or require a Consultant assigned individual: (i) to perform Services outside of the scope of his or her assignment; (ii) to sign contracts or statements; (iii) to make any management decisions, (iv) to sign, endorse, wire, transport or otherwise convey cash, securities, checks or any negotiable instruments or valuables; (v) to perform services remotely (e.g., on premises other than the City’s premises), or to use computers, or other electronic devices, software or network equipment owned or licensed by the assigned individual; or (vi) to operate machinery (other than office machines) or automotive equipment. Since Consultant is

not a professional accounting firm, City agrees not to permit or require Consultant's assigned individual: (a) to render an opinion on behalf of Consultant or on City's behalf regarding financial statements; (b) to sign the name of Consultant on any document; or (c) to sign their own names on financial statements or tax returns.

31. Background Checks. If City requires Consultant to perform background checks or other placement screenings of Consultant's assigned individuals, City agrees to notify Consultant prior to the start of services under this Agreement. Consultant will conduct such checks or screenings only if they are described in a signed, written amendment to this Agreement. If City requests a copy of the results of any checks conducted on Consultant's assigned individuals, City agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

32. Time Sheets. Each assigned individual will submit a time sheet for City's verification and approval at the end of each week. City's approval thereby will indicate City's acceptance of the terms provided for in this agreement.

33. Rate Increases. Consultant may increase its rates to reflect increases in its cost of employing its workers due to governmental or regulatory changes (e.g., costs associated with higher minimum wages for workers or increases in taxes, benefits or other costs that may result from any applicable government authority or action). Consultant will provide 30 day advance written or verbal notice to City of the increase in its rates. Any increase in Consultant rates will be prospective, starting as of the effective date Consultant specifies in the notice. If the rate increase is not acceptable to the City, the City may terminate this agreement as provided for in Section 13.

34. Confidential Personal Information. City agrees to hold in confidence the identity of any Consultant assigned individual and the assigned individual's resume, social security number and other legally protected personal information, and City agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

35. Survival. Any respective obligations of Consultant or City hereunder which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration.

36. Authority to Execute Agreement. **The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.**

The parties, through their duly authorized representatives, are signing this Agreement on the date stated in the introductory clause.

[SIGNATURE PAGE FOLLOWS]

City:

City of Covina,
a California municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

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

APPROVED AS TO FORM:

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

Consultant:

Robert Half International Inc.^{EOE}
a Delaware Corporation, doing business
through its division Accountemps

By: _____
Name: Chris Garza _____
Title: Regional Vice President _____

By: _____
Name: _____
Title: _____

*(Two signatures of corporate officers required
for corporations under Corporations Code
Section 313, unless corporate documents
authorize only one person to sign this
Agreement on behalf of the corporation.)*

**EXHIBIT A
APPROVED FEE SCHEDULE**

<u>Job Title</u>	<u>Maximum Hours*</u>	<u>Bill Rate**</u>	<u>Maximum Compensation</u>
Staff Accountant	1000	\$37.50/hour - \$50.00/hour	\$38,000.00

*City may hire, without incurring additional fees, assigned staff once that staff member has completed 1000 hours of service on assignment to the City

**If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.

EXHIBIT B
SCOPE OF SERVICES

Consultant shall provide to City the services of its Staff Account employee(s) as requested by City. Services provided by Accounting Specialist include but are not limited to:

- Reconciliation of bank accounts
- Analyzing various general ledger accounts and preparing related audit schedules
- Preparing general journal entries in a governmental fund environment
- Responding to inquiries from auditors as related to work performed
- Coordinating with staff as necessary in analyzing general ledger activity
- Other services as related to the proper recording of financial activity



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 9

MEETING DATE: November 15, 2016

TITLE: Establishment of the Sum of Bond Required of Specified City Employees

PRESENTED BY: Danielle Tellez, Director of Human Resources

RECOMMENDATION: Adopt **Resolution No. 16-7555** Establishing the Sum of Bond Required of Specified City Employees

BACKGROUND:

Prior to January 1, 1997, the California government Code required that city clerks and city treasurers be individually bonded. City Councils also had the authority to require bonds of other officers or employees. Historically, the bonding requirements of these officials had been met with an insurance bond covering the officials as well as other city employees.

A legal review of Government Code Section 1481, allowing the use of a “master bond” covering a group of officials or employees, determined its application was only for County and Special District employees. Cities and other types of public entities were to maintain separate bonds for specified public officials. This requires that each person complete an application for the bond, and incur additional cost for the bond. Since counties and special districts were already allowed by Government Code to purchase a master bond (Section 52336 allowed the use of master bonds for special districts) it seemed more economical in both time and expense to amend the California Government Code to extend these same benefits to cities.

DISCUSSION:

With the passage of Assembly Bill 3472, Section 35, effective January 1, 1997, Code 1481 bonding provisions are extended to cities and joint powers authorities. The legislation requires the city council to adopt a resolution, or otherwise approve coverage of all their officers and employees under one master bond. Passage of this resolution will eliminate the necessity of writing bonds on specifically named individuals for their term of office, reducing both cost of individual bonds and paperwork.

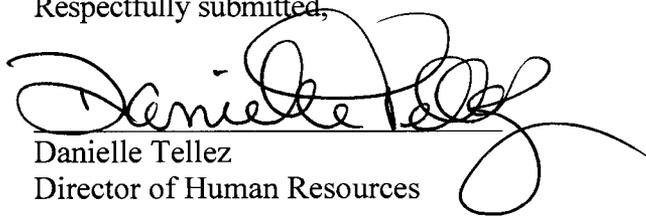
FISCAL IMPACT:

Approval of this resolution will result in an estimated annual savings of approximately \$2,000.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,



Danielle Tellez
Director of Human Resources

ATTACHMENTS:

Attachment A: Resolution No. 16-7555

RESOLUTION NO. 16-7555

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, ESTABLISHING THE SUM OF BOND REQUIRED OF SPECIFIED EMPLOYEES

WHEREAS, Government Code §36518 requires the City Council, by resolution, to establish the penal sum of bond for the positions of City Clerk and City Treasurer;

WHEREAS, Government Code §37209 requires execution of a bond by the Director of Finance where duties imposed by law upon the City Clerk are transferred to the Director of Finance; and

WHEREAS, the City of Covina Municipal Code §2.08.030 requires a bond to insure the faithful performance of duties imposed upon the City Manager; and

WHEREAS, the purpose of this resolution is to establish the amount of the bond for the above referenced positions.

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

SECTION 1. Bonds for the City Clerk, City Treasurer, City Manager and Finance Director shall be in accordance with the attached Exhibit A (summary of blanket bond coverage).

SECTION 2. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

APPROVED and PASSED this 15th day of November, 2016.

City of Covina, California

BY: _____
Kevin Stapleton, Mayor

ATTEST:

SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 16-7555 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 15th day of November, 2016, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Dated:

SHARON F. CLARK, Chief Deputy City Clerk



**2015/2017 SUMMARY FOR
CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)
MASTER CRIME PROGRAM**

NAMED INSURED	City of Covina
COMPANY AFFORDING COVERAGE	National Union Fire Insurance Company of Pittsburgh, PA (AIG)
POLICY NUMBER	14255741
COVERAGE TERM	June 30, 2016 to June 30, 2017
COVERAGE PROVIDED	<p>Government Crime Policy on <u>Discovery form</u> including:</p> <ul style="list-style-type: none"> • Employee Theft including Faithful Performance of Duty (Per Loss Coverage) • Forgery or Alteration including Credit, Debit or Charge Card Forgery • Inside The Premises: Theft of Money and Securities • Inside The Premises: Robbery or Safe Burglary of Other Property • Outside The Premises • Computer Fraud • Funds Transfer Fraud • Money Orders and Counterfeit Paper Currency
LIMIT	\$15,000,000 Each occurrence
DEDUCTIBLE	\$2,500 Each occurrence
MAJOR EXCLUSIONS (including but not limited to)	<ul style="list-style-type: none"> • Loss resulting from unauthorized disclosure • Governmental action • Indirect loss • Legal expenses • Nuclear • Pollution • War • Inventory shortages • Trading losses • Accounting errors and omissions • Exchanges or purchases • Fire • Money operated devices • Motor vehicles or equipment and accessories • Transfer or surrender of property • Vandalism • Voluntary parting of title or possession of property

NOTE: THIS PROPOSAL IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT AMEND, EXTEND OR ALTER THE POLICY FORM IN ANY WAY. PLEASE REFER TO THE POLICY FORM FOR COMPLETE COVERAGE AND EXCLUSION INFORMATION.



**2015/2017 SUMMARY FOR
CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)
MASTER CRIME PROGRAM**

**MAJOR EXCLUSIONS
(Including but not limited to)
(continued)**

- Loss caused by an employee if that employee had also committed a dishonest act (resulting in a loss of \$25,000 or more) prior to the effective date of this policy-Exclusion does not apply unless the prior dishonest act is discovered by the Risk Management Department or other department designated to handle insurance matters for the named insured prior to the effective date of the policy
- Employees cancelled under prior insurance
- Loss for credit card transactions (exclusions does not apply to Employee Theft)
- Protected Information Exclusion (clarifies no coverage for loss or disclosure of confidential or personal information)
- Indirect or Consequential Loss Exclusion (clarifies no coverage for (1) loss of income that would have been realized had there been no loss of money/property; (2) liability for damages; and (3) expenses incurred in establishing the existence or amount of loss)

ENDORSEMENTS

- California Changes
- Economic Sanctions
- Additional Named Insured
- Add Faithful Performance of Duty Coverage for Government Employees - \$15,000,0000
- Omnibus Named Insured endorsement (All agencies, authorities and districts (including special districts) which are governed directly by the governing body of the Named Insured
- Include Expenses Incurred to Establish Amount of Covered Loss - \$75,000 limit for third party investigation of covered losses
- Add Credit, Debit or Charge Card Forgery - \$15,000,000
- Revision of Discovery and Prior Theft or Dishonesty –Risk Management Department or other department designated to handle insurance matters for the Named Insured. Prior Theft or Dishonesty - \$25,000
- Include Specified Non-Compensated Officers as Employees (blanket coverage)
- Notice of Cancellation – 120 Days
- Include Volunteer Workers as Employees
- Include Treasurers or Tax Collector and Employees
- Include Directors or Trustees, Board Members, and Elected or Appointed Officials as Employees (blanket coverage)
- Delete bonded employee exclusions
- Cal Works Program Employee Endorsement
- Designated Agents Endorsements (applies to specific Members)
- Policy Change – Discovery Form – Special Deductibles for San Diego County and Riverside County
- Include Designated Persons or Classes or Classes of Persons as Employees – Siskiyou County

NOTE: THIS PROPOSAL IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT AMEND, EXTEND OR ALTER THE POLICY FORM IN ANY WAY. PLEASE REFER TO THE POLICY FORM FOR COMPLETE COVERAGE AND EXCLUSION INFORMATION.



**2015/2017 SUMMARY FOR
CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)
MASTER CRIME PROGRAM**

**ENDORSEMENTS
(continued)**

- Food Stamps Coverage Endorsement
- Cancellation Endorsement – Change to Pro-Rata
- Definition of Employee Amended-Public Guardian
- Include Leased Workers as Employees – Include Leased Workers For Any Insured
- Provide Required Notice of Cancellation to Another Entity (GSRMA, City of Sacramento, Santa Clara County, Ventura County)
- Include Chairperson and Chairpersons as Employees (blanket coverage)
- Vendor Theft – Limit of \$1,000,000 excess of vendor insurance policy required by contract. If vendor policy is not valid or collectible, this sublimit applies to loss excess of \$500,000. Coverage not applicable if crime insurance is not required in a written agreement
- Conditions Amended-Subrogation of Faithful Performance Claims
- Employee Post Termination Coverage
- Notice of Claim (Reporting by e-mail)
- Third Party Coverage Endorsement-Limit of \$250,000 subject to \$25,000 deductible
- Retro Date Endorsement (applies to specific members)
- Blanket Joint Loss Payable
- Impersonation Fraud Coverage (\$200,000 limit and \$25,000 deductible)

CONDITIONS

- Annual premium installment due within 30 days of June 30, 2016

PROPERTY COVERED

Property covered includes property owned, leased, or held by the insured, or for which the insured is legally liable.

BROKER

ALLIANT INSURANCE SERVICES, INC.

Nazie Arshi, Senior Vice President

Tom E. Corbett, Senior Vice President

Mariana Salyer, CSAC EIA Program Specialist

NOTE: THIS PROPOSAL IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT AMEND, EXTEND OR ALTER THE POLICY FORM IN ANY WAY. PLEASE REFER TO THE POLICY FORM FOR COMPLETE COVERAGE AND EXCLUSION INFORMATION.



**2015/2017 SUMMARY FOR
CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)
MASTER CRIME PROGRAM**

This summary of insurance is provided as a matter of convenience and information only. All information included in this summary, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This summary does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

This summary does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

NY REGULATION 194 DISCLOSURE

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities. Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation. The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

NOTE: THIS PROPOSAL IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT AMEND, EXTEND OR ALTER THE POLICY FORM IN ANY WAY. PLEASE REFER TO THE POLICY FORM FOR COMPLETE COVERAGE AND EXCLUSION INFORMATION.



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 10

- MEETING DATE:** November 15, 2016
- TITLE:** Request to Increase Compensation to Liebert Cassidy Whitmore for Legal Services Provided in Fiscal Year 2016-2017.
- PRESENTED BY:** Danielle Tellez, Director of Human Resources
- RECOMMENDATION:**
1. Approve the increase of legal services compensation to Liebert Cassidy Whitmore.
 2. Adopt **Resolution No. 16-7556** appropriating \$25,000 for the regular rate of Pay Audit and Analysis Project for Liebert Cassidy Whitmore.
-

BACKGROUND:

On June 16, 2015, the City Council approved a Legal Services Agreement with Liebert Cassidy Whitmore, a Professional Law Corporation. Terms of approval included that compensation paid to the firm would not exceed \$50,000 in any fiscal year without City Council approval.

DISCUSSION:

The City utilizes the law firm for labor and employment advice, as well as for labor agreement negotiations with the various employee groups. Currently, all employment agreements with the four represented bargaining groups expired on June 30, 2016. The City has been engaging in active negotiations with the groups over the last several months, with a lead negotiator from the firm.

Additionally, the City has looked to the firm for guidance on navigating impending court actions that, if enacted, would have a great financial impact on the City of Covina. Most recently the case of Flores v. City of San Gabriel (2016) "Flores", wherein the trial court found that cash in lieu of benefits should be included in the regular rate of pay for the purposes of overtime. The case was appealed to the U.S. Court of Appeals and they agreed with the trial court's decision. The case is now pending consideration at the Supreme Court level. Because the City of Covina offers this same cash in lieu benefit to its employees who waive medical coverage, it would be prudent for the City to have an analysis of its regular rate of pay practices and include an analysis of the impacts that the Flores case would have on the City.

To that end, staff recommends that the City engage the firm to perform a regular rate of pay audit and include an analysis of the financial impacts that the Flores case would have on the City. The cost of this project would not exceed \$25,000. Staff also recommends that the City Council authorize an additional \$50,000 in compensation for legal services related to labor, employment, and negotiation services provided by the firm.

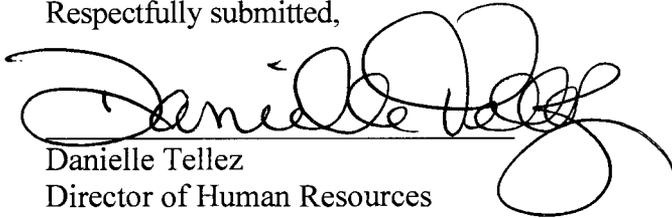
FISCAL IMPACT:

Funds for the \$50,000 compensation increase are available in Account No. 1010-0800-51250 and have been included in the FY 2016-2017 budget. An appropriation from fund balance in the Public Liability Reserve Fund in the amount of \$25,000 in the Human Resources and Risk Management Legal Fees Acct 7370-0870-51200 is necessary to fund the Flores analysis project.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,



Danielle Tellez
Director of Human Resources

ATTACHMENTS:

Attachment A: Resolution No. 16-7556

RESOLUTION NO. 16-7556**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING THE FISCAL YEAR 2016-17 HUMAN RESOURCES AND RISK MANAGEMENT DEPARTMENT BUDGET TO REFLECT AN APPROPRIATION TO PERFORM A REGULAR RATE OF PAY AUDIT AND ANALYSIS**

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

WHEREAS, the budget for the City of Covina for fiscal year commencing July 1, 2016 and ending June 30, 2017 was approved on July 19, 2016; and

WHEREAS, the approved budget is in accordance with all applicable ordinances of the City and all applicable statutes of the State; and

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

WHEREAS, the Covina Human Resources and Risk Management Department wishes to engage the services of Liebert Cassidy Whitmore to perform a Regular Rate of Pay Audit and Analysis of the City's potential exposure from the case of the Flores v. City of San Gabriel case.

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

SECTION 1. Amend the fiscal year 2016-2017 Human Resources and Risk Management Department Budget as follows:

Account Number	Account Title	Original Budget	Increase	Amended Budget
7370-0870-51200	Liability Legal Fees	\$100,000.00	\$25,000.00	\$125,000.00

SECTION 2. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

APPROVED and PASSED this 15th day of November, 2016.

City of Covina, California

BY: _____
KEVIN STAPLETON, Mayor

ATTEST:

SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 16-7556 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 15th day of November, 2016, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

Dated:

SHARON F. CLARK, Chief Deputy City Clerk



CITY OF COVINA

AGENDA REPORT

ITEM NO. PH 1

MEETING DATE: November 15, 2016

TITLE: **Ordinance No. 16-2063** Adopting by Reference the 2016 Editions of the California Administrative, Building, Electrical, Mechanical, Plumbing, Energy, Historical Building, Fire, Existing Building, Green Building Standards, and Reference Standards Codes and Related Model Codes, with Appendices and Amendments Thereto; and Amending Title 14 (Building and Construction) of the Covina Municipal Code - Second Reading and Adoption.

PRESENTED BY: Brian K. Lee, AICP, Director of Community Development
Stephen L. Patterson, Building Official

RECOMMENDATION: Waive full reading, read by title only, and adopt on second reading **Ordinance No. 16-2063** entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA ADOPTING BY REFERENCE THE 2016 EDITIONS OF THE CALIFORNIA ADMINISTRATIVE, BUILDING, ELECTRICAL, MECHANICAL, PLUMBING, ENERGY, HISTORICAL BUILDING, FIRE, EXISTING BUILDING, GREEN BUILDING STANDARDS, AND REFERENCE STANDARDS CODES AND RELATED MODEL CODES, WITH APPENDICES AND AMENDMENTS THERETO; AND AMENDING TITLE 14 (BUILDING AND CONSTRUCTION) OF THE COVINA MUNICIPAL CODE."

BACKGROUND:

The California Health and Safety Code mandates that the California Building Standards Commission adopt and publish the California Building Standards Code (Title 24, California Code of Regulations) every three (3) years. The 2016 Edition of the California Code of Regulations, Title 24, becomes effective statewide on January 1, 2017. Local agencies may amend Title 24 to include more restrictive requirements which account for local climatic, geological, or topographical conditions. Local agencies may also amend Title 24 to include administrative requirements.

DISCUSSION:

The list below identifies the 2016 California Building Standards Code and appendices proposed for adoption:

California Building Standards Code

2016 California Administrative Code
2016 California Building Code, Volumes 1 and 2, Chapters 1-35, and Appendices H, I, and J
2016 California Residential Code, Chapters 1-10, and 44, and Appendices A, B, C, G, H, I, J, K, and P
2016 California Electrical Code
2016 California Mechanical Code
2016 California Plumbing Code
2016 California Energy Code
2016 California Historical Building Code
2016 California Fire Code
2016 California Existing Building Code
2016 California Green Building Standards Code
2016 California Reference Standards Code

In addition, the 1997 Uniform Code for the Abatement of Dangerous Buildings (“Uniform Abatement Code”) has been included and will continue to be in effect. The Uniform Abatement Code is based upon, and is consistent with, the provisions found within the California Building Code. The benefit of adopting the Uniform Abatement Code is that it provides Building and Fire Inspectors, Officials and Plan Examiners with further clarification of the intent and applicability of the California Building Code when presented with a variety of construction issues.

State law allows local agencies to amend the California Building Standards Code and other uniform codes. However, to maintain a uniform minimum level of regulation throughout the state, any amendments must be justified by expressed findings reflecting specific conditions unique to the local jurisdiction. The amendments being proposed by staff are limited to administrative or procedural clarifications and concern themselves with subjects that either are not covered by the 2016 California Building Standards Code or are reasonably necessary to effectively implement its provisions. None of the proposed amendments make substantive changes to the standards set forth in the 2016 California Building Standards Code and, therefore, expressed findings of unique local conditions are not required.

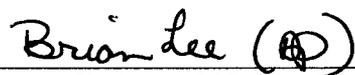
FISCAL IMPACT:

The Ordinance, as proposed, adopts a variety of regulatory codes by reference; updating the City’s Building and Safety Codes, as well as the Fire Code. As the Ordinance addresses only regulations and not fee schedules, the proposed action entails no fiscal impact.

ENVIRONMENTAL DETERMINATION:

This action qualifies for a Class 21 Categorical Exemption (Section 15) pursuant to the provisions of CEQA.

Respectfully submitted,



Brian K. Lee, AICP
Director of Community Development

ATTACHMENTS:

Ordinance No.16-2063

ATTACHMENT A

ORDINANCE NO. 16-2063

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, ADOPTING BY REFERENCE THE 2016 EDITIONS OF THE CALIFORNIA ADMINISTRATIVE, BUILDING, ELECTRICAL, MECHANICAL, PLUMBING, ENERGY, HISTORICAL BUILDING, FIRE, EXISTING BUILDING, GREEN BUILDING STANDARDS, AND REFERENCE STANDARDS CODES AND RELATED MODEL CODES, WITH APPENDICES AND AMENDMENTS THERETO; AND AMENDING TITLE 14 (BUILDING AND CONSTRUCTION) OF THE COVINA MUNICIPAL CODE

WHEREAS, California Government Code Section 50022.1 *et seq.* authorizes the City of Covina (“City”) to adopt by reference the California Building Standards Code, 2016 Edition (Title 24 of the California Code of Regulations) adopting certain uniform codes, including the 2016 California Administrative Code, the 2016 California Building Code, the 2016 California Residential Code, the 2016 California Electrical Code, the 2016 California Mechanical Code, the 2016 California Plumbing Code, the 2016 California Energy Code, the 2016 Historical Building Code, the 2016 California Fire Code, the 2016 California Existing Building Code, the 2016 California Green Building Standards Code, and, the 2016 California Referenced Standards Code; and

WHEREAS, the California Building Standards Commission recently adopted new amendments to the California Building Standards Code; and

WHEREAS, California Health & Safety Code, Sections 17958.5 and 18941.5 authorize cities and counties to modify the California Building Standards Code by adopting more restrictive building standards and modifications if such standards and modifications are accompanied by express findings that they are reasonably necessary because of local climatic, geologic or topographic conditions; and

WHEREAS, except as noted below, no findings of reasonable necessity on the basis of local climatic, geologic or topographic conditions are necessary because the proposed amendments to the 2016 California Building Standards Code are for administrative clarification, and do not modify a building standard pursuant to California Health & Safety Code Sections 17958.5 and 18941.5; and

WHEREAS, the City of Covina desires to adopt the 2016 California Building Standards Code as adopted by the State of California Building Standards Commission in Title 24 of the California Code of Regulations (collectively “the Codes”), with necessary amendments that are administrative or procedural in nature or concern subjects not covered in the Codes and which do not affect the technical building standards set forth in the Codes; and

WHEREAS, the City held a public hearing on November 15, 2016 at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the 2016 California Building Standards Code as amended herein; and

WHEREAS, the City published notice of the aforementioned public hearing pursuant to California Government Code section 6066; and

WHEREAS, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred;

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

SECTION 1. Section 14.02.010 of Title 14 of the Covina Municipal Code is hereby amended to read as follows:

“14.02.010 Adoption of codes by reference.

The City adopts by reference and makes part of this chapter by reference, subject to those certain amendments set forth in Chapters 14.04 through 14.18 of the Covina Municipal Code, the following California Building Standards Codes (California Code of Regulations, Title 24), and Uniform Codes (one copy of each is on file for use and examination by the public in the office of the clerk of the council of the City of Covina):

- A. 2016 California Administrative Code;
- B. 2016 California Building Code, including Volumes 1 and 2, and Chapters 1- 35 and Appendices H, I, J;
- C. 2016 California Residential Code, Chapters 1-10 and 44, and Appendices A, B, C, G, H, I, J, K, P;
- D. 2016 California Electrical Code;
- E. 2016 California Mechanical Code;
- F. 2016 California Plumbing Code;
- G. 2016 California Energy Code;
- H. 2016 California Historical Building Code;
- I. 2016 California Fire Code;
- J. 2016 California Existing Building Code;
- K. 2016 California Green Building Standards Code;
- L. 2016 California Reference Standards Code;
- M. Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition; and
- N. Uniform Housing Code, 1997 Edition”

SECTION 2. Chapter 14.04 of Title 14 of the Covina Municipal Code is hereby amended to read as follows:

**“Chapter 14.04
BUILDING CODE**

Sections:

- 14.04.010 2016 California Building Code adoption by reference.
- 14.04.020 Amendments to the 2016 California Building Code.
- 14.04.030 Section 101 of Division II California Administration amended – General.
- 14.04.040 Section 105 Permits- amended – Work exempt from permit.
- 14.04.050 Section 105 – Permits – amended – Time limitation for application.
- 14.04.060 Section 105 – Permits – amended – Expiration.
- 14.04.070 Section 107 Submittal Documents –amended -- General.
- 14.04.080 Section 107 Submittal Documents –amended – Retention of construction documents.
- 14.04.090 Section 109 – Fees – amended – Payment of fees.
- 14.04.100 Section 109 – Fees – amended – Schedule of permit fees.
- 14.04.110 Section 109 – Fees – amended – Work commencing before permit issuance.
- 14.04.120 Section 109 – Fees – amended – Refunds.
- 14.04.130 Section 111 – Certificate of Occupancy – amended – Use and occupancy.
- 14.04.140 Section 111 – Certificate of Occupancy – amended – Temporary occupancy.
- 14.04.150 Section 112 – Service Utilities – amended – Temporary connection.
- 14.04.160 Section 113 –Appeals – Amended.
- 14.04.170 Section 114 – Violations – amended – Unlawful acts.
- 14.04.180 Section 114 – Violations – amended – Violation penalties.
- 14.04.190 Section 114 – Violations – amended – Legalizing procedures.
- 14.04.200 Appendix J – Grading – amended.

14.04.010 2016 California Building Code adoption by reference.

The city adopts the 2016 California Building Code, Volumes 1 and 2, including Chapter 1-35 and Appendices H, I, J, together with the amendments provided in this chapter, for the purpose of regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area and maintenance of all non-residential buildings and/or structures in the city. Said code shall be and become the Building Code of Covina.

One copy of said code is on file in the office of the city clerk, and is hereby referred to, adopted and made a part hereof as if fully set out in this chapter.

14.04.020 Amendments to the 2016 California Building Code.

The 2016 California Building Code, including the appendices adopted pursuant to Section 14.04.010 of this chapter, is amended as set forth in Covina Municipal Code Sections 14.04.030 through 14.04.200.

14.04.030 Section 101 of Division II California Administration amended - General.

Subsection 101.4 of Section 101 is amended to read as follows:

101.4 Referenced codes. Whenever any of the names or terms defined in this Section is used, each such name or term shall be deemed or construed to have the following meaning within the Covina Municipal Code:

‘Building Code’ shall mean Chapter 14.04 of the Covina Municipal Code.

‘Residential Code’ shall mean Chapter 14.05 of the Covina Municipal Code.

‘Electrical Code’ shall mean Chapter 14.06 of the Covina Municipal Code.

‘Mechanical Code’ shall mean Chapter 14.08 of the Covina Municipal Code.

‘Plumbing Code’ shall mean Chapter 14.10 of the Covina Municipal Code.

‘Fire Code’ shall mean Chapter 14.12 of the Covina Municipal Code.

‘Uniform Housing Code’ shall mean Chapter 14.14 of the Covina Municipal Code.

‘Uniform Code for the Abatement of Dangerous Buildings’ shall mean Chapter 14.16 of the Covina Municipal Code.

‘Technical Codes’ shall mean Chapters 14.04, 14.06, 14.08, 14.10, 14.12, 14.13, 14.14, 14.16, 14.18, 14.20, and 14.44 of the Covina Municipal Code.

14.04.040 Section 105 Permits - amended – Work exempt from permit.

Subsection 105.2 is amended to read as follows:

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m²).
2. Fences not over 6 feet (1829 mm) high.
3. Oil derricks.
4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III A liquids.
5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18 925 L) and the ratio of height to diameter does not exceed 2:1.

6. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and not part of an accessible route.
7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
8. Temporary motion picture, television and theater stage sets and scenery.
9. Prefabricated swimming pool accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18,925 L) and are installed entirely above ground.
10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
11. Swings and other playground equipment accessory to detached one-and two-family dwellings.
12. Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support of Groups R-3 and U occupancies.
13. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.
14. Walls constructed of masonry materials including but not limited to brick, stone, block and concrete that are six (6) feet or less in height measured from the top of the footing to the top of the wall.
15. Window replacements which do not otherwise enlarge or reduce an existing opening or require the removal of an exterior or interior finish material.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Low Voltage Systems: Electrical wiring, devices, appliances, apparatus, or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilating equipment.

3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 w) or less.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

14.04.050 Section 105 – Permits – amended – Time limitation of application.

Subsection 105.3.2 is hereby amended to read as follows:

105.3.2 Time limitation of application. Applications for which no permit is issued within 180 days following the date of application shall expire by limitation. Submittal documents and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official.

The Building Official may extend the time for action by the applicant for a period not exceeding 180 days on written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. An application shall not be extended more than once.

An application shall not be extended if this Code, or other pertinent laws or ordinances, have been amended after the date of application. In order to renew action on an application after expiration, the applicant shall resubmit submittal documents and pay a new plan review fee.

14.04.060 Section 105 – Permits – amended – Expiration.

Subsection 105.5 is hereby amended to read as follows:

105.5 Expiration. Except as set forth in subsection 105.5.1, every permit issued for property within the City of Covina shall expire by limitation and become null and void as follows:

- (i) If work authorized by such permit is not commenced within 180 days from the issuance date of such permit.

(ii) If work authorized by such permit is commenced within 180 days from the issuance date of such permit, such permit shall expire by limitation and become null and void if the work authorized by such permit is suspended or abandoned. For purposes of this subsection, 'suspended or abandoned' shall mean that the permittee has, for a period of 180 days or longer after commencing the work authorized by such permit, failed to make substantial progress toward completion of the work, as determined by the Building Official after inspection. The Building Official may, in his or her discretion, grant, in writing, one or more extensions of time, for periods of not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

(iii) In the event of permit expiration, before work authorized by the expired permit can be commenced or recommenced, a new permit shall first be obtained (hereafter, a 'renewal permit'). To obtain a renewal permit, the applicant may be required to resubmit plans and specifications, if deemed necessary by the Building Official and/or Chief Planning Official. The applicant must pay all applicable fees, including but not limited to, a plan check fee and building permit fees, in the amount then established by resolution of the City Council. If renewal permits are applied for, a mandatory site inspection shall be performed by the Building Division to determine compliance of existing conditions and materials with this Code. All work to be performed under a renewal permit must be performed in accordance with all applicable technical codes, regulations, laws, and ordinances in effect on the date of issuance of the renewal permit. Renewal permits are subject to expiration as set forth in (ii), above.

(iv) In the event of permit expiration, any work performed under that permit is 'unpermitted' as defined in Section 114.1.1 of this chapter, and is subject to the legalization provisions of Section 114.5 of this chapter.

105.5.1 Unpermitted structures or grading. Notwithstanding any provision of Section 105.5, if a building permit was issued in order to bring an unpermitted structure or unpermitted grading (as defined in Section 14.04.100 of this Code) or other unlawful, substandard, or hazardous condition into compliance with any applicable law, ordinance, rule or regulation, such permit shall expire by limitation and become null and void sixty (60) days after the date on which the permit was issued. The Building Official may, in his or her sole discretion, extend the validity of the permit for a period not exceeding 180 days beyond the initial 60 day limit upon written request by the applicant filed with the Building Official prior to the expiration date of the original permit, if the Building Official determines that substantial progress has been made toward completing the work authorized by the permit.

14.04.070 Section 107 Submittal Documents –amended – General..

Subsection 107.1 is hereby amended to read as follows:

107.1 General. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in two or more sets with each permit application. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the Building Official is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code. Further, except for plans of a common interest development as defined in section 1351 of the California Civil Code, plans need not to be prepared by registered licensed professionals for the following projects:

- (a) One and two family dwellings of wood frame construction, not exceeding one story in height where design follows latest LARC Wood Frame Prescriptive Provision.
- (b) Garages and other structures appurtenant to buildings where design follows latest LARC Wood Frame Prescriptive Provision.

14.04.080 Section 107 Submittal Documents –amended – Retention of construction documents.

Subsection 107.5 is hereby amended to read as follows:

107.5 Retention of construction documents. The Building Official shall maintain an official copy, which may be on microfilm, electronic media, or other type of photographic copy, of the plans of every building, during the life of the building, for which a permit was issued.

14.04.090 Section 109 – Fees - amended – Payment of fees.

Subsection 109.1 is hereby amended to read as follows:

109.1 Payment of fees. A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

When submittal documents are required by Section 107, a plan review fee shall be paid at the time of the submittal of the documents for plan review. Said plan review fees shall be established by resolution of the City Council and may be amended from time to time. When plans are incomplete or structurally/architecturally changed after submittal, additional plan review fees shall be charged as established from time to time by resolution of the City Council.

14.04.100 Section 109 – Fees – amended – Schedule of permit fees.

Subsection 109.2 is hereby amended to read as follows:

109.2 Schedule of permit fees. The fee for each permit shall be established by resolution of the City Council and may be amended from time to time. An additional permit application fee shall be charged for issued permit alterations.

109.2.1 - Fee waiver.

A. The City Manager may waive permit fees for projects that meet one or more of the following criteria:

- (1) City projects when the contractor is expressly exempt, under the terms of the contract, from payment of such fees.
- (2) City projects that do not incur external consultant costs when the permit applicant is an employee, official, or representative of the City acting in his/her official capacity.

14.04.110 Section 109 – Fees – amended – Work commencing before permit issuance.

Subsection 109.4 is hereby amended to read as follows:

109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established from time to time by resolution of the city council in addition to the required permit fees. Any person who wishes to legalize an unpermitted structure or unpermitted grading, as defined in Section 114.1 and 114.2, shall submit construction documents as set forth in Section 107 of this chapter.

14.04.120 Section 109 – Fees – amended – Refunds.

Subsection 109.6 is hereby amended to read as follows:

109.6 Refunds. The Building Official may authorize the refund of any fee paid hereunder which was erroneously paid or collected.

The Building Official may authorize refunding of not more than 80 percent of the permit, plan review, and energy fee paid when no work has been commenced under a permit, or when an application for a permit for which a plan review fee has been paid is withdrawn.

The Building Official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of the fee payment.

14.04.130 Section 111 - Certificate of Occupancy – amended – Use and occupancy.

Subsection 111.1 is amended to read as follows:

111.1 Use and occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made, nor shall any person, firm, company, corporation or officer, agent or employee thereof, permit or allow a building or structure to be used or occupied or a change in the existing occupancy classification of a building or structure or portion thereof to be made until the Building Official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code.

14.04.140 Section 111 – Certificate of Occupancy – amended – Temporary occupancy.

Subsection 111.3 is hereby amended to read as follows:

111.3. Temporary occupancy. The Building Official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The Building Official shall set a time period during which the temporary certificate of occupancy is valid. The fee for issuance of each temporary certificate of occupancy shall be established by resolution of the City Council and may be amended from time to time.

14.04.150 Section 112 - Service Utilities – amended – Temporary connection.

Subsection 112.2 is hereby amended to read as follows:

112.2 Temporary connection. The Building Official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power. Each such method of temporary connection shall be submitted to the Building Official for review. The fee for review of each temporary connection of utilities application shall be established by resolution of the city council and may be amended from time to time.

14.04.160 Section 113 Appeals – Amended.

Section 113 is hereby amended to read as follows:

**SECTION 113
APPEALS**

113.1 General. Appeals of orders, decisions or determinations of the Building Official are limited to those enumerated in Section 14.04.160 of the Covina Municipal Code, and shall be filed, scheduled and conducted in accordance with said Section.

113.1 Scope. A. Notwithstanding the provisions of the Technical Codes, an appeal is limited to the following orders, decisions, or determinations of the Building Official:

(1) Denials of the proposed use of alternative materials, design or method of construction, installation, and/or equipment;

(2) Orders to Vacate and/or Not Enter a building, structure or premises; however, such order shall not be stayed during the pendency of the appeal;

(3) Orders to Demolish a building or structure; however, an order to vacate that may be issued in conjunction with the Order to Demolish shall not be stayed during the pendency of the appeal.

B. The right of appeal shall not exist for determinations of the Building Official, or a designee thereof, that a violation of any provision of the Technical Codes exists in a building or structure, or portion thereof, or on any premises.

113.2 Appeal Procedure. A. Any person who is aggrieved by an order, decision or determination of the Building Official as provided in Section 113.1 may appeal said order, decision or determination. Such appeal shall be in writing and must be filed with the City Clerk within ten (10) business days from the date of service of the order, decision or determination being appealed. The appeal must specify the basis for the appeal in detail, provide a mailing address and telephone number for the appellant, and include the applicable appeal fee. Appeals shall be scheduled in the manner set forth in Section 1.26.090 of the Covina Municipal Code. If a timely appeal is not received by the City Clerk, the right to appeal is waived and the order, decision or determination of the Building Official is deemed final and binding.

B. Appeals shall be heard before an impartial hearing officer, designated by the public works director or his/her designee. Only those matters or issues specifically raised in the written appeal shall be considered in the hearing. The order, decision or determination of the Building Official shall be prima facie evidence of the violation. The hearing officer may affirm, modify or rescind the order, decision or determination of the Building Official. Appeals before a hearing officer shall be conducted, and decisions shall be issued, in the manner set forth in Section 1.26.100 of the Covina Municipal Code. The decision of the impartial hearing officer shall be final.

14.04.170 Section 114 – Violations – amended – Unlawful acts.

Subsection 114.1 is hereby amended to read as follows:

114.1 Unlawful Acts. It shall be unlawful for any person, firm, or corporation to erect, construct, alter, extend, repair, move, remove, demolish, occupy or maintain any building, structure, equipment, installation or land regulated by the Technical Codes, or cause or permit the same to be done, in conflict with or in violation of any of the provisions of the Technical Codes.

114.1.1 Unpermitted Structures. No person shall own, use, occupy, or maintain an unpermitted structure. For purposes of this section, ‘unpermitted structure’ shall be defined as any building or structure, or portion thereof, that was erected, constructed, enlarged, altered, repaired, moved, improved, removed, connected, converted, demolished, or equipped, at any point in time by any person, without the required permit(s) having first been obtained from the Building Official or with a valid permit as issued by the Building Official which subsequently expired and became null and void.

114.1.2 Unpermitted Grading. No person shall own, use, occupy or maintain unpermitted grading. For purposes of this section, ‘unpermitted grading’ shall be defined as any land which has been excavated, cut, filled, graded, compacted or terraced, at any point in time by any person, without the required permit(s) having first been obtained from the Building Official or with a valid permit as issued by the Building Official which subsequently expired and became null and void.

14.04.180 Section 114 – Violations – amended – Violation penalties.

Subsection 114.4 is hereby amended to read as follows:

114.4 Violation Penalties. Any person, firm or corporation who violates any provision of the Technical Codes, or fails to comply with any of the requirements thereof, or who erects, constructs, alters, repairs or maintains a building, structure, installation or equipment, or excavates, cuts, fills, grades, compacts or maintains land in violation of approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of the Technical Codes, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to the punishments set forth in Chapter 1.16 of the Covina Municipal Code.

Each and every day, or portion thereof, during which any violation of the Technical Codes occurs or continues constitutes a separate and distinct offense.

14.04.190 Section 114 – Violations – amended – Legalizing procedures.

Section 114 is hereby amended by adding thereto Subsection 114.5 Procedure for legalizing unpermitted structures or grading to read as follows:

114.5 Procedure for legalizing unpermitted structures or grading. The procedures specified within subsections 114.5.1 through 114.5.6 shall be followed whenever an attempt is made to legalize an unpermitted structure or unpermitted grading.

114.5.1 Permits. Any person who wishes to legalize an unpermitted structure or unpermitted grading, as defined in Section 114.1.1 and 114.1.2, shall obtain all applicable permits. Unpermitted structures and grading shall comply with all current Technical Code requirements and other required approvals pursuant to the Covina Municipal Code in order to be legalized.

Permits obtained to legalize unpermitted structures or grading shall expire as set forth in Section 105.5.1 of this code.

114.5.2 Plans. Prior to the issuance or granting of any permit to legalize an unpermitted structure, plans showing the plot plan, exterior elevations, existing structures proposed structures, and proposed finish materials shall be submitted to the Chief Planning Official and Building Official for review and approval.

114.5.3 Grading. Prior to the issuance or granting of any permit to legalize unpermitted grading, a grading and drainage plan showing the original grade and existing unpermitted grade on the premises and the existing grade on adjoining properties, and a soils report shall be submitted to the Chief Planning Official, Building Official, and City Engineer for review and approval.

114.5.4 Inspections. Unpermitted structures or unpermitted grading for which a permit has subsequently been obtained shall be subject to inspection by the Building Official in accordance with, and in the manner prescribed in, the Technical Codes. The Building Official may require the removal of finish materials in order to expose framing elements, electrical components, plumbing fixtures, or mechanical systems, or may require the removal of fill, to verify that installation, construction, or grading was performed in conformance with the Technical Codes.

114.5.5 Investigation. Whenever any work for which a permit is required by this code has commenced on land or in connection with any type of structure without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work. For purposes of this section, “special investigation” shall include, but is not limited to, inspecting premises and structures, reviewing permit, license and other records of the City or other agencies, reviewing plans, taking photographs, engaging in conferences and communications with other officials of the City or other agencies, and engaging in conferences and communications with owners or other responsible persons concerning the unpermitted structure or grading.

14.5.5.1 Fee. A special investigation fee shall be paid prior to the issuance of a permit for an unpermitted structure or unpermitted grading. The fee shall be equal to the amount of time expended by city officials in undertaking the special investigation, as defined in Section 114.5.5, charged at the hourly rate that has been established by resolution of the City Council for recovery of code enforcement fees pursuant to Section 1.28.020.

The payment of such investigation fee shall not exempt any person from compliance with all other provision of this code nor from any penalty prescribed by law.

114.5.6 Unpermitted structures or grading which cannot be legalized.

If the Chief Planning Official determines that the City’s zoning regulations prohibit legalization of any unpermitted structure, the structure shall be demolished or, if previously permitted, restored to its original approved condition, with all requisite permits, inspections and approvals.

If the Building Official determines that an unpermitted structure cannot be made to conform to the current applicable Technical Code requirements, the structure shall be demolished or, if previously permitted, restored to its original approved condition, with all requisite permits, inspections and approvals.

If the Building Official and/or City Engineer determines that unpermitted grading and/or lot drainage cannot be made to conform with current applicable Technical Code requirements, the land shall be fully restored to the condition that preceded the unpermitted grading, with all requisite permits, inspections and approvals.

14.04.200 Appendix J – Grading - amended.

Where the term ‘Building Official’ appears in Appendix J, it shall mean ‘Building Official or City Engineer.’”

SECTION 3. Title 14 of the Covina Municipal Code is hereby amended by adding thereto a new Chapter 14.05 to read as follows:

**“Chapter 14.05
RESIDENTIAL CODE**

Sections:

- 14.05.010 2016 California Residential Code adoption by reference.
- 14.05.020 Amendments to the 2016 California Residential Code.
- 14.05.030 Section R105 – Permits – amended – Work exempt from permit.
- 14.05.040 Section R105 – Permits – amended – Time limitation for application.
- 14.05.050 Section R105 – Permits – amended – Expiration.
- 14.05.060 Section R106 – Construction Documents – amended – Submittal documents.
- 14.05.070 Section R106 – Construction Documents – amended – Retention of construction documents.
- 14.05.080 Section R108 – Fees – amended in its entirety.
- 14.05.090 Section R110 – Certificate of Occupancy – amended – Use and occupancy.
- 14.05.100 Section R110 – Certificate of Occupancy – amended – Temporary occupancy.

- 14.05.110 Section R111 – Service Utilities – amended – Temporary connections.
- 14.05.120 Section R112 - Appeals – Amended..
- 14.05.130 Section R113 - Violations – amended – Unlawful acts.
- 14.05.140 Section R113 – Violations – amended – Violation penalties.
- 14.05.150 Section R113 – Violations – amended – Legalizing procedure.

14.05.010 2016 California Residential Code adoption by reference.

The City adopts the 2016 California Residential Code, together with the amendments provided in this chapter, for the purpose of regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area and maintenance of residential buildings and their accessory structures within the city. Said code shall be and become the Residential Code of Covina.

14.05.020 Amendments to the 2016 California Residential Code.

The 2016 California Residential Code is amended as set forth in Covina Municipal Code Sections 14.05.030 through 14.05.150.

14.05.030 Section R105 – Permits – amended – Work exempt from permit.

Subsection R105.2 is hereby amended to read as follows:

105.2 Work exempt from permit. Permits shall not be required for the following. Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11.15 m²).
2. Fences not over 6 feet (1829 mm) high.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 L) and the ratio of height to diameter or width does not exceed 2:1.
5. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and not part of an accessible route.
6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
7. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.
8. Swings and other playground equipment.
9. Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
10. Decks not exceeding 200 square feet (18.58 m²) in area that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4.
11. Walls constructed of masonry materials including but not limited to brick, stone, block and concrete that are six (6) feet or less in height measured from the top of the footing to the top of the wall.

12. Window replacements which do not otherwise enlarge or reduce an existing opening or require the removal of an exterior or interior finish material.

Electrical:

1. Listed cord-and-plug connected temporary decorative lighting.
2. Reinstallation of attachment plug receptacles but not the outlets therefor.
3. Replacement of branch circuit overcurrent devices of the required capacity in the same location.
4. Electrical wiring, devices, appliances, apparatus or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.
5. Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Gas:

1. Portable heating, cooking or clothes drying appliances.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
3. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

Mechanical:

1. Portable heating appliances.
2. Portable ventilation appliances.
3. Portable cooling units.
4. Steam, hot- or chilled-water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
6. Portable evaporative coolers.
7. Self-contained refrigeration systems containing 10 pounds (4.54 kg) or less of refrigerant or that are actuated by motors of 1 horsepower (746 W) or less.
8. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

14.05.040 Section R105 – Permits – amended – Time limitation of application.

Subsection R105.3.2 is hereby amended to read as follows:

R105.3.2 Time limitation of application. Applications for which no permit is issued within 180 days following the date of application shall expire by limitation. Submittal documents and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official.

The Building Official may extend the time for action by the applicant for a period not exceeding 180 days on written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. An application shall not be extended more than once.

An application shall not be extended if this Code, or other pertinent laws or ordinances, have been amended after the date of application. In order to renew action on an application after expiration, the applicant shall resubmit submittal documents and pay a new plan review fee.

14.05.050 Section R105 – Permits – amended – Expiration.

Subsection R105.5 is hereby amended to read as follows:

R105.5 Expiration. Except as set forth in Section R105.5.1, every permit issued for property within the City of Covina shall expire by limitation and become null and void as follows:

(1) If work authorized by such permit is not commenced within 180 days from the issuance date of such permit.

(2) If work authorized by such permit is commenced within 180 days from the issuance date of such permit, such permit shall expire by limitation and become null and void if the work authorized by such permit is suspended or abandoned. For purposes of this subsection, ‘suspended or abandoned’ shall mean that the permittee has, for a period of 180 days or longer after commencing the work authorized by such permit, failed to make substantial progress toward completion of the work, as determined by the Building Official after inspection. The Building Official may, in his or her discretion, grant, in writing, one or more extensions of time, for periods of not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

(3) In the event of permit expiration, before work authorized pursuant by the expired permit can be commenced or recommenced, a new permit shall first be obtained (hereafter, a ‘renewal permit’). To obtain a renewal permit, the applicant may be required to resubmit plans and specifications, if deemed necessary by the Building Official and/or Chief Planning Official. The applicant must pay all applicable fees, including but not limited to, a plan check fee and building permit fees, in the amount then established by resolution of the City Council. If renewal permits are applied for, a mandatory site inspection shall be performed by the Building Division to determine compliance of existing conditions and materials with this Code. All work to be performed under a renewal permit must be performed in accordance with all applicable technical codes, regulations, laws, and ordinances in effect on the date of issuance of the renewal permit. Renewal permits are subject to expiration as set forth in (ii), above.

(4) In the event of permit expiration, any work performed under that permit is ‘unpermitted’ as defined in Section R113.1.1 of this chapter, and is subject to the legalization provisions of Section R116 of this chapter.

R105.5.1 Unpermitted structures or grading.

Notwithstanding any provision of Section R105.5, if a building permit was issued in order to bring an unpermitted structure or unpermitted grading (as defined in Section 14.05.090 of this Code) or other unlawful, substandard, or hazardous condition into compliance with any applicable law, ordinance, rule or regulation, such permit shall expire by limitation and become null and void sixty (60) days after the date on which the permit was issued. The Building Official may, in his or her sole discretion, extend the validity of the permit for a period not exceeding 180 days beyond the initial 60 day limit upon written request by the applicant filed with the Building Official prior to the expiration date of the original permit, if the Building Official determines that substantial progress has been made toward completing the work authorized by the permit.

14.05.060 Section R106 – Construction Documents – amended – Submittal documents.

Subsection R106.1 is hereby amended to read as follows:

R106.1 Submittal documents. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in two or more sets with each permit application. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the Building Official is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this Code. Further, except for plans of a common interest development as defined in section 1351 of the California Civil Code, plans need not to be prepared by a registered licensed professional for the following projects:

- (a) One and two family dwellings of wood frame construction, not exceeding one story in height where design follows latest LARC Wood Frame Prescriptive Provision.
- (b) Garages and other structures appurtenant to buildings where design follows latest LARC Wood Frame Prescriptive Provision.

14.05.070 Section R106 – Construction Documents – amended – Retention of construction documents.

Subsection R106.5 is hereby amended to read as follows:

R106.5 Retention of construction documents. The Building Official shall maintain an official copy, which may be on microfilm, electronic media, or other type of photographic copy, of the plans of every building, during the life of the building, for which a permit was issued.

14.05.080 Section R108 – Fees – amended in its entirety.

Section R108 is hereby amended to read as follows:

**SECTION R108
FEES**

R108.1 Payment of fees. A permit shall not be valid until the fees prescribed by law have been paid. Nor shall any amendment to a permit be released until the additional fee, if any, has been paid. When submittal documents are required by Section R106, a plan review fee shall be paid at the time of the submittal of the documents for plan review. Said permit and plan review fees shall be established by resolution of the city council and may be amended from time to time. When plans are incomplete or structurally/architecturally changed after submittal, additional plan review fees shall be charged as established by resolution of the city council.

R108.2 Schedule of permit fees. The fee for each permit shall be established by resolution of the City Council and may be amended from time to time. An additional permit application fee shall be charged for issued permit alterations.

R108.2.1 Fee waiver. A. City Manager may waive permit fees for projects that meet one or more of the following criteria:

(1) City projects when the contractor is expressly exempt, under the terms of the contract, from payment of such fees.

(2) City projects that do not incur external consultant costs when the permit applicant is an employee, official, or representative of the City acting in his/her official capacity.

R108.3 Building permit valuations. Building permit valuations shall include total value of the work for which a permit is being issued, such electrical, gas, mechanical, plumbing equipment and other permanent systems, including materials and labor.

R108.4 Related fees. The payment of the fee for the construction, alteration, removal or demolition for work done in connection with or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

R108.5 Refunds. The Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The Building Official may authorize refunding of not more than 80 percent of the permit, plan review, and energy fee paid when no work has been commenced under a permit, or when an application for a permit for which a plan review fee has been paid is withdrawn.

The Building Official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of the fee payment.

R108.6 Work commencing before permit issuance. Any person who commences work requiring a permit on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established from time to time by resolution of the city council that shall be in addition to the required permit fees. Any person who wishes to legalize an unpermitted structure or unpermitted grading, as defined in Section R113.1.1 and R113.1.2, shall submit construction documents as set forth in Section R106 of this chapter.

14.05.090 Section R110 - Certificate of Occupancy – amended – Use and occupancy.

Subsection R110.1 is hereby amended to read as follows:

R110.1 Use and occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made, nor shall any person, firm, company, corporation or officer, agent or employee thereof, permit or allow a building or structure to be used or occupied or a change in the existing occupancy classification of a building or structure or portion thereof to be made until the Building Official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the city. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the city shall not be valid.

14.05.100 Section R110 – Certificate of Occupancy – amended – Temporary occupancy.

Subsection R110.4 is hereby amended to read as follows:

R110.4 Temporary occupancy. The Building Official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The Building Official shall set a time period during which the temporary certificate of occupancy is valid. The fee for issuance of each temporary certificate of occupancy shall be established by resolution of the City Council and may be amended from time to time.

14.05.110 Section R111 - Service Utilities – amended – Temporary connection.

Subsection R111.2 is hereby amended to read as follows:

R111.2 Temporary connection. The Building Official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power. Each such method of temporary connection shall be submitted to the Building Official for review. The fee for review of each temporary connection of utilities application shall be established by resolution of the city council and may be amended from time to time.

14.05.120 Section R112 - Appeals – Amended.

Section R112 is hereby amended to read as follows:

SECTION R112 APPEALS

R112.1 General. Appeals of orders, decisions or determinations of the Building Official are limited to those enumerated in Section 14.05.120 of the Covina Municipal Code, and shall be filed, scheduled and conducted in accordance with said Section.

R112.2 Scope of appeal. A. Notwithstanding the provisions of the Technical Codes, an appeal is limited to the following orders, decisions, or determinations of the Building Official:

(1) Denials of the proposed use of alternative materials, design or method of construction, installation, and/or equipment;

(2) Orders to Vacate and/or Not Enter a building, structure or premises; however, such order shall not be stayed during the pendency of the appeal;

(3) Orders to Demolish a building or structure; however, an order to vacate that may be issued in conjunction with the Order to Demolish shall not be stayed during the pendency of the appeal.

B. The right of appeal shall not exist for determinations of the Building Official, or a designee thereof, that a violation of any provision of the Technical Codes exists in a building or structure, or portion thereof, or on any premises.

R112.3 Appeal procedure. A. Any person who is aggrieved by an order, decision or determination of the Building Official as provided in Section 112.1 may appeal said order, decision or determination. Such appeal shall be in writing and must be filed with the Director of Public Works within ten (10) business days from the date of service of the order, decision or determination being appealed. The appeal must specify the basis for the appeal in detail, provide a mailing address and telephone number for the appellant, and include the applicable appeal fee. Appeals shall be scheduled in the manner set forth in Section 1.26.090 of the Covina Municipal Code. If a timely appeal is not received by the Director of Public Works, the right to appeal is waived and the order, decision or determination of the Building Official is deemed final and binding.

B. Appeals shall be heard before an impartial hearing officer, designated by the public works director or his/her designee. Only those matters or issues specifically raised in the written appeal shall be considered in the hearing. The order, decision or determination of the Building Official shall be prima facie evidence of the violation. The hearing officer may affirm, modify or rescind the order, decision or determination of the Building Official. Appeals before a hearing officer shall be conducted, and decisions shall be issued, in the manner set forth in Section 1.26.100 of the Covina Municipal Code.

14.05.130 Section R113 – Violations – amended – Unlawful acts.

Subsection R113.1 is hereby amended to read as follows:

R113.1 Unlawful acts. It shall be unlawful for any person, firm, or corporation to erect, construct, alter, extend, repair, move, remove, demolish, occupy or maintain any building, structure, equipment, installation or land regulated by this code, or cause or permit the same to be done, in conflict with or in violation of any of the provisions of this code.

R113.1.1 Unpermitted structures. No person shall own, use, occupy, or maintain an unpermitted structure. For purposes of this section, ‘unpermitted structure’ shall be defined as any building or structure, or portion thereof, that was erected, constructed, enlarged, altered, repaired, moved, improved, removed, connected, converted, demolished, or equipped, at any point in time by any person, without the required permit(s) having first been obtained from the Building Official or with a valid permit as issued by the Building Official which subsequently expired and became null and void.

R113.1.2 Unpermitted grading. No person shall own, use, occupy or maintain unpermitted grading. For purposes of this section, ‘unpermitted grading’ shall be defined as any land which has been excavated, cut, filled, graded, compacted or terraced, at any point in time by any person, without the required permit(s) having first been obtained from the Building Official or with a valid permit as issued by the Building Official which subsequently expired and became null and void.

14.05.140 Section R113 – Violations – amended – Violation penalties.

Subsection R113.4 is hereby amended to read as follows:

R113.4 Violation penalties. Any person, firm or corporation who violates any provision of the Technical Codes, or fails to comply with any of the requirements thereof, or who erects, constructs, alters, repairs or maintains a building, structure, installation or equipment, or excavates, cuts, fills, grades, compacts or maintains land in violation of approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of the Technical Codes, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to the punishments set forth in Chapter 1.16 of the Covina Municipal Code.

Each and every day, or portion thereof, during which any violation of the Technical Codes occurs or continues constitutes a separate and distinct offense.

14.05.150 Section R113 – Violations – amended – Legalizing procedure.

Subsection R113.5 Procedure for legalizing unpermitted structures or grading is hereby added to read as follows:

R113.5 Procedure for legalizing unpermitted structures or grading. The procedures specified within subsections R113.5.1 through R113.5.6 shall be followed whenever an attempt is made to legalize an unpermitted structure or unpermitted grading.

R113.5.1 Permits. Any person who wishes to legalize an unpermitted structure or unpermitted grading, as defined in Section R113.1.1 and R113.1.2, shall obtain all applicable permits. Unpermitted structures and grading shall comply with all current Technical Code requirements and other required approvals pursuant to the Covina Municipal Code in order to be legalized.

Permits obtained to legalize unpermitted structures or grading shall expire as set forth in Section R105.5.1 of this code.

R113.5.2 Plans. Prior to the issuance or granting of any permit to legalize an unpermitted structure, plans showing the plot plan, exterior elevations, existing structures proposed structures, and proposed finish materials shall be submitted to the Chief Planning Official and Building Official for review and approval.

R113.5.3 Grading. Prior to the issuance or granting of any permit to legalize unpermitted grading, a grading and drainage plan showing the original grade and existing unpermitted grade on the premises and the existing grade on adjoining properties, and a soils report shall be submitted to the Chief Planning Official, Building Official, and City Engineer for review and approval.

R113.5.4 Inspections. Unpermitted structures or unpermitted grading for which a permit has subsequently been obtained shall be subject to inspection by the Building Official in accordance with, and in the manner prescribed in, the Technical Codes. The Building Official may require the removal of finish materials in order to expose framing elements, electrical components, plumbing fixtures, or mechanical systems, or may require the removal of fill, to verify that installation, construction, or grading was performed in conformance with the Technical Codes.

R113.5.5 Investigation. Whenever any work for which a permit is required by this code has commenced on land or in connection with any type of structure without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work. For purposes of this section, "special investigation" shall include, but is not limited to, inspecting premises and structures, reviewing permit, license and other records of the City or other agencies, reviewing plans, taking photographs, engaging in conferences and communications with other officials of the City or other agencies, and engaging in conferences and communications with owners or other responsible persons concerning the unpermitted structure or grading.

R113.5.5.1 Fee. A special investigation fee shall be paid prior to the issuance of a permit for an unpermitted structure or unpermitted grading. The fee shall be equal to the amount of time expended by city officials in undertaking the special investigation, as defined in Section R113.5.5, charged at the hourly rate that has been established by resolution of the City Council for recovery of code enforcement fees pursuant to Section 1.28.020.

The payment of such investigation fee shall not exempt any person from compliance with all other provision of this code nor from any penalty prescribed by law.

R113.5.6 Unpermitted structures or grading which cannot be legalized. If the Chief Planning Official determines that the City's zoning regulations prohibit legalization of any unpermitted structure, the structure shall be demolished or, if previously permitted, restored to its original approved condition, with all requisite permits, inspections and approvals.

If the Building Official determines that an unpermitted structure cannot be made to conform to the current applicable Technical Code requirements, the structure shall be demolished or, if previously permitted, restored to its original approved condition, with all requisite permits, inspections and approvals.

If the Building Official and/or City Engineer determine that unpermitted grading and/or lot drainage cannot be made to conform with current applicable Technical Code requirements, the land shall be fully restored to the condition that preceded the unpermitted grading, with all requisite permits, inspections and approvals.”

SECTION 4. Chapter 14.06 of Title 14 of the Covina Municipal Code is hereby amended to read as follows:

**“Chapter 14.06
ELECTRICAL CODE**

Sections:

- 14.06.010 2016 California Electrical Code adoption by reference.
- 14.06.020 Amendments to the 2016 California Electrical Code.
- 14.06.030 Subsection 89.108.4.2 – Fees – amended.
- 14.06.040 Subsection 89.108.8 – Appeals– Amended.
- 14.06.050 Subsection 89.108.9.2 – Violations and penalties – amended.

14.06.010 2016 California Electrical Code adoption by reference.

The City adopts the 2016 California Electrical Code, together with the amendments provided in this chapter, for the purpose of regulating all installation, arrangement, alteration, repair, use and other operation of electrical wiring, connections, fixtures and other electrical appliances on premises within the city.

One copy of said code is on file in the office of the city clerk, and is hereby referred to, adopted and made a part hereof as if fully set out in this chapter. Said code shall be and become the Electrical Code of Covina.

14.06.020 Amendments to the 2016 California Electrical Code.

The 2016 California Electrical Code adopted by this chapter are amended and changed as set forth in CMC 14.06.030 through 14.06.050.

14.06.030 Subsection 89.108.4.2 – Fees - amended.

Subsection 89.108.4.2 is hereby amended to read as follows:

89.108.4.2 Permit fees. A fee for each electrical permit shall be established by resolution of the City Council and may be amended from time to time. An additional permit application fee shall be charged for issued permit alterations.

89.108.4.2.1 Plan review fees. A fee for each plan review shall be established by resolution of the City Council and may be amended from time to time. When plans are incomplete or the design is changed after submittal, additional plan review fees shall be charged as established by resolution of the City Council.

14.06.040 Subsection 89.108.8 - Appeals - Amended.

Subsection 89.108.8 is hereby amended to read as follows:

89.108.8 Appeals. Appeals of orders, decisions or determinations of the Building Official are limited to those enumerated in Section 14.04.160 of the Covina Municipal Code, and shall be filed, scheduled and conducted in accordance with said Section.

14.06.050 Subsection 89.108.9.2 – Actions and Proceedings - amended.

Subsection 89.108.9.2 is hereby amended to read as follows:

89.108.9.2 Violations and Penalties. Any person, firm or corporation violating any provisions of this code shall be deemed guilty of a misdemeanor and, upon conviction thereof shall be punishable in accordance with Chapter 1.16 of this Code. The issuance or granting of a permit or approval of plans and specifications shall not be deemed or construed to be a permit for, or an approval of, any violation of any of the provisions of this code. No permit presuming to give authority to violate or cancel the provisions of this code shall be valid, except insofar as the work or use which is authorized is lawful.”

SECTION 5. Chapter 14.08 of Title 14 of the Covina Municipal Code is hereby amended to read as follows:

**“Chapter 14.08
MECHANICAL CODE**

Sections:

- 14.08.010 2016 California Mechanical Code adoption by reference.
- 14.08.020 Amendments to the 2016 California Mechanical Code.
- 14.08.030 Sections 107–Appeals – Amended.
- 14.08.040 Section 106.3 – Violations – amended.
- 14.08.050 Section 104.5 – Fees – amended.

14.08.010 2016 California Mechanical Code adoption by reference.

The City adopts the 2016 California Mechanical Code, together with the amendments provided in this chapter, for the purpose of regulating all related installations, arrangements, alterations, repairs, uses and other operations of mechanical systems, appliances, and apparatus on premises within the city.

One copy of said code is on file in the office of the city clerk, and is hereby referred to, adopted and made a part hereof as if fully set out in this chapter. Said code shall be and become the Mechanical Code of Covina.

14.08.020 Amendments to the 2016 California Mechanical Code.

The 2016 California Mechanical Code adopted by this chapter are amended and changed as set forth in CMC 14.08.030 through 14.08.050.

14.08.030 Section 107–Appeals - Amended.

Sections 107 of the Mechanical Code is hereby amended to read as follows:

Section 107 Appeals. Appeals of orders, decisions or determinations of the Building Official are limited to those enumerated in Section 14.04.160 of the Covina Municipal Code, and shall be filed, scheduled and conducted in accordance with said Section.

14.08.040 Section 106.3 – Penalties - amended.

Section 106.3 is hereby amended to read as follows:

Section 106.3 Penalties. Any person, firm or corporation violating any provisions of this code shall be deemed guilty of a misdemeanor and, upon conviction thereof shall be punishable in accordance with Chapter 1.16 of the Covina Municipal Code. The issuance or granting of a permit or approval of plans and specifications shall not be deemed or construed to be a permit for, or an approval of, any violation of any of the provisions of this code. No permit presuming to give authority to violate or cancel the provisions of this code shall be valid, except insofar as the work or use which is authorized is lawful.

14.08.050 Section 104.5 – Fees - amended.

Sections 104.5 of the Mechanical Code is hereby amended to read as follows:

104.5 Permit fees. A fee for each mechanical permit shall be established by resolution of the City Council and may be amended from time to time. An additional permit application fee shall be charged for issued permit alterations.

104.5.1. Plan review fees. A fee for each mechanical plan review shall be established by resolution of the City Council and may be amended from time to time. When plans are incomplete or the design changed after submittal, additional plan review fees shall be charged as established by resolution of the City Council.”

SECTION 6. Chapter 14.10 of Title 14 of the Covina Municipal Code is hereby amended to read as follows:

**“Chapter 14.10
PLUMBING CODE**

Sections:

- 14.10.010 2016 California Plumbing Code adoption by reference.
- 14.10.020 Amendments to 2016 California Plumbing Code.
- 14.10.030 Sections 107 –Appeals – Amended.
- 14.10.040 Section 106.3 – Penalties – amended.
- 14.10.050 Section 104.5 – Fees – amended.

14.10.010 2016 California Plumbing Code adoption by reference.

The city adopts the 2016 California Mechanical Code, together with the amendments provided in this chapter, for the purpose of regulating the erection, installation, alteration, repair, relocation, replacement, maintenance or use of plumbing systems within the city.

One copy of said code is on file in the office of the city clerk, and is hereby referred to, adopted and made a part hereof as if fully set out in this chapter. Said code shall be and become the Plumbing Code of Covina.

14.10.020 Amendments to 2016 California Plumbing Code.

The 2016 California Plumbing Code adopted by this chapter are amended and changed as set forth in CMC 14.10.030 through 14.10.050.

14.10.030 Sections 107 –Appeals - amended.

Sections 107 of the Plumbing Code are hereby amended to read as follows:

107.0 Appeals. Appeals of orders, decisions or determinations of the Building Official are limited to those enumerated in Section 14.04.160 of the Covina Municipal Code, and shall be filed, scheduled and conducted in accordance with said Section.

14.10.040 Section 106.3 – Penalties --- Amended.

Section 106.3 of the Plumbing Code is hereby amended to read as follows:

106.3 Violations and penalties. Any person, firm or corporation violating any provisions of this code shall be deemed guilty of a misdemeanor and, upon conviction thereof shall be punishable in accordance with chapter 1.16 of this Code. The issuance or granting of a permit or approval of plans and specifications shall not be deemed or construed to be a permit for, or an approval of, any violation of any of the provisions of this code. No permit presuming to give authority to violate or cancel the provisions of this code shall be valid, except insofar as the work or use which is authorized is lawful.

14.10.050 Section 104.5 –Plan Review and Permit Fees - Amended.

Section 104.5 is hereby amended to read as follows:

104.5 Permit Fees. A fee for each Plumbing permit shall be established by resolution of the City Council and may be amended from time to time. An additional permit application fee shall be charged for issued permit alterations.

104.5.1 Plan Review Fees. A fee for each plan review shall be established by resolution of the City Council and may be amended from time to time. When plans are incomplete or the design changed after submittal, additional plan review fees shall be charged as established by resolution of the City Council.”

SECTION 7. The Building Official is hereby directed to file a copy of this Ordinance No. 16-0000 with the California Building Standards Commission.

SECTION 8. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof, is for any reason held to be unconstitutional or void, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional or void.

SECTION 9. Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passes and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local weekly newspaper of general circulation and which is designated for that purpose.

SECTION 10. Effective Date. This ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect on January 1, 2017 which is to be no less than thirty (30) days from and after the date of its final passage and adoption.

SECTION 11. CEQA. The City Council finds that it can be seen with certainty that adoption of this ordinance will not have a significant adverse effect on the environment and is therefore exempt from California Environmental Quality Act pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations. .

SECTION 12. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The people of the City of Covina hereby declare that they would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

SECTION 13. The City Clerk shall certify to the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local weekly newspaper of general circulation and which is hereby designated for that purpose.

PASSED, APPROVED and ADOPTED this 15th day of November 2016

City of Covina, California

KEVIN STAPLETON, Mayor

ATTEST:

SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Ordinance No. 16-2063 was introduced for first reading at a regular meeting on the 18th day of October, 2016. Thereafter, said Ordinance was duly approved and adopted at a regular meeting of said City Council on the 15th day of November 2016 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

Dated:



CITY OF COVINA

AGENDA REPORT

ITEM NO. PH 2

MEETING DATE: November 15, 2016

TITLE: **Resolution No. 16-7552** to consider the Appeal of the Planning Commission's decision to approve Resolution No. 2016-025 PC with Conditions of Approval

PRESENTED BY: Brian K. Lee, AICP, Director of Community Development

RECOMMENDATION: Adopt Resolution No. 16-7552 to sustain the City of Covina's Planning Commission's decision to approve Resolution No. 2016-025 PC with Conditions of Approval for SPR 16-012 and CUP 16-009, a request to offer general alcohol (Type 47 ABC License) for a new sit-down eating establishment located on the ground-floor level of the building located at 211 North Citrus

BACKGROUND:

On September 13, 2016, the City of Covina Planning Commission held a public hearing, received testimony, and voted 5-0-0 to approve Site Plan Review (SPR) 16-012 and Conditional Use Permit (CUP) 16-009 with Conditions of Approval that would allow a proposed sit-down restaurant, Ola Sports Bar and Grill, to serve liquor at the ground-floor level of the building located at 211 North Citrus Avenue, the former location of the RED nightclub. The location is within the TSCP-5 (Retail and Service Core Focused Activity Area) of the Town Center Specific Plan. Attachment B is the Planning Commission staff report packet containing the resolution, conditions, findings of facts, and all the attached exhibits reviewed by the commission and the applicant.

Attachment D contains the adopted minutes of the public hearing meeting held on September 13, 2016. During the meeting, the Director of Community Development presented the report reflected on the staff report and resolution. Police Captain Derek Webster also expressed the Police Department's concerns of the proposed use and would be in support of staff's recommended conditions of approval. The applicant spoke against the proposed conditions of approval that would reduce the hours as requested from 2 a.m. on weekends to midnight, and prohibit live entertainment, particularly, the live DJ from performing. Ken Kang, the project's architect, spoke in support of the applicant's opposition of some of the conditions. Representatives of 3 Vinos of Covina supported the project as proposed including the restriction on nighttime hours and prohibition of live entertainment. Various commissioners spoke at length and engaged the applicant, the public, and city staff regarding the extent and nature of the proposed business, including hours of operation past midnight and use of live DJ. Staff did not receive any other written correspondences prior to or after the public hearing outside the applicant's own appeal letter.

On September 20, 2016, the applicant, Luis Niebla, filed an appeal of the Planning Commission's action to approve the project as conditioned. The appeal letter is attached as

Attachment C to this staff report. The appeal was filed within the ten-day appeal period as specified in Chapter 17.62.130 of Covina Municipal Code (CMC). Subsequently, the applicant submitted a letter of request to schedule the Appeal hearing on November 15, 2016 Council regular meeting, as shown in Attachment C.

The applicant proposed to the Planning Commission under SPR 16-012 and CUP 16-009 a request to serve liquor (Type 47 ABC License) to operate a bar with live entertainment, live music, and dance floor venue with a proposed closing time of 2 a.m. on weekends. These uses are similar to that of the RED nightclub that occupied the same location. The applicant is appealing the following set of conditions of approval that the Planning Commission imposed on the project to ensure public safety, to enable the business to operate in a manner consistent with the CMC, and to meet the required conditional use permit findings of facts:

- The limitations on the hours of operations on Friday, and Saturday. The closing time as conditioned is midnight every day. The appellant requests to serve liquor past the hours of midnight during Friday and Saturday.
- To allow live entertainment in the form of live music and dancing. Live entertainment and dancing is prohibited as conditioned for reasons established in the Planning Commission staff report and resolution. However, all other forms of entertainment subject to the city's CMC Chapter 5.28 (Entertainment) ordinance.

The Planning Commission heard similar arguments from the applicant during its September 13 meeting prior to voting to approve the CUP request.

DISCUSSION:

The specific conditions of approval dealing with the applicant's requests are the following:

Live entertainment

Condition B.1 expressly prohibits dancing and live entertainment. Prohibiting live entertainment as defined in the CMC is sufficient to cover all known live entertainment activities anticipated for a bar and nightclub, including any non-musical live performers, bands, other musicians, dancing, and live DJs. Live entertainment is specifically defined in the CMC Chapter 5.28, and the definition was included in the staff report. That definition encompasses a range of performative acts, and live DJ and dancing were provided as examples of activities that would fall under the definition of live entertainment. On August 23, 2016, at the Planning Commission public hearing to continue the item to the September 13, 2016, the applicant has stated that the business will be primarily that of an entertainment use. The applicant stated during the September 13th meeting that the music will be used to "work the crowd". The applicant's appeal letter states that a person who plays music "from the back at the office, not engaging with the patrons" and not altering the patrons' moods by sound volume is not a live DJ. The Planning Commission staff report under Section D specifically discussed the issue of live DJ, and the commissioners themselves questioned the nature of this activity as presented by Mr. Niebla during the September 13th hearing.

Condition No. B.1, the prohibition of live entertainment as defined in Chapter 5.28, may not be amended to allow specifically for live DJs without requiring an amendment to the zoning code. The amendment would have to remove the term live DJ under the current definition for "Live Entertainment" in order for the City Council action to be consistent with the Municipal Code, and Condition No. B.1's prohibition on live entertainment. Deletion of 'live entertainment' in Condition No. B.1 would allow live DJs, dancing and any other live performance activity proposed by the applicant subject to CMC Chapter 5.28 (Entertainment).

Hours of operations

Conditions B.9 and B.10 establishes the hours of operations for alcohol service, including the “last call” to serve alcohol. Note that other conditions are reliant on the established hours of operations such as when to clear out the outdoor dining area, and the requirement that alcohol service is allowed only in conjunction with its hours of operation as a bona-fide eating establishment.

The Planning Commission staff report assessed the operational impacts of each proposed use and activity, and the applicant proposes two distinct uses in his CUP application: a sit-down restaurant and bar during daytime and dinner hours, and a nightclub. The applicant does not propose any live entertainment or dancing during the day time, only on weekends (Fridays and Saturdays) up to 2.a.m. The combination of liquor service, bar, weekend closing time of 2 a.m., and live entertainment are uses and activities typical of a nightclub. At staff’s recommendation, the Planning Commission changed the opening time to 8 a.m. every day to accommodate the applicant’s concern of potential lost revenues from the staff recommended closing time of 12 a.m.

Analysis

Staff believes that the letter of appeal introduces no new information that would alter the recommendation of the Planning Commission staff report or necessitate the revisions to the conditions of approval that would allow live entertainment, dancing, and the weekend closing time to be extended to 2 a.m. The applicant’s testimony during the September 13, 2016 public hearing confirmed to staff that the uses and activities as proposed would necessitate the conditions of approval passed by the Planning Commission. These conditions were all but compulsory to approve the CUP request and address the following main concerns.

Public Safety. City staff, composed primarily of the Police Department, Community Development Department, City Prosecutor, and the City Attorney’s Office, collaborated on crafting the conditions of approval suitable for the project as conditionally approved without the live entertainment and late night hours of operations. Prior to the submittal of the application and during the application review, City staff stated to the applicant that live entertainment and dancing would not be supported in conjunction with the service of liquor. The staff report dived into the specifics of the known and documented impacts of nightclub uses in the City. The applicant’s proposed security plans were analyzed and found inadequate for a late night entertainment and drinking venue. The proposed security plan however, with conditions augmented by City staff especially Conditions No. B.1, B.9 and B.10, is appropriate for the project as approved. Furthermore, as stated in the Findings of Facts No. 1 and bearing in mind of the years-long saga with the RED nightclub and its documented stresses on public safety, the existing capacity and infrastructure of the city’s police services to protect the City as a whole will be burdened by the opening of yet another nightclub in Downtown Covina.

Whenever the service of alcohol (Type 47 allows for ‘hard’ liquor and spirits) accompanies late night entertainment, intoxication and associated public disturbances are expected to put additional burdens on the City’s public safety officers. All the activities that City staff has known to be part of a nightclub operation are occurring simultaneously with other nightclubs and liquor-serving establishments in the vicinity and throughout the City. It strains various City resources, particularly the Police and Fire Departments who remain the only city staff present at late night hours to ensure public safety. Any revisions to the conditions of approval that would allow live entertainment and or 2 a.m. weekend closing times would have to be brought back for Planning Commission reconsideration to approve revised sets of conditions of approval appropriate for a nightclub use.

Bona Fide Eating Establishment. Just as importantly as protecting the Covina’s public safety, the conditions were adopted in order for the business to operate in compliance with the regulations of the Covina Municipal Code. CMC 17.62.06(B) prohibits liquor-serving establishments from being located within 700 feet of another liquor-serving establishment unless it is associated with a “bona fide eating establishment” defined in CMC Chapter 17.04.100. The regulation furthers public safety by preventing the proliferation and concentration of alcohol establishments. Abutting the project site to the south is 3 Vinos, a nightclub and liquor-serving establishment. As stated in the staff report, several other liquor-serving establishments, Casa Moreno and Giovanni’s, are within 700 feet of the project site. The Planning Commission staff report analyzed the plans for the CUP as submitted, and provided the reasons as to why the project would not meet the definition of a “bona fide eating establishment” unless live entertainment and dancing are prohibited. The establishment must operate and provide the required floor area for dining and kitchen at all hours to meet the definition of “bona fide eating establishment”. In addition to Conditions Nos. B.1, B.9 and B.10, Conditions Nos. B.2 and B.12 gives the City the appropriate review and regulatory mechanism to ensure that the business continue to operate as a bona fide eating establishment.

Without the live entertainment and dancing uses in conjunction with the alcohol service, the CUP for on-site sale and consumption of alcohol (Type 47 ABC license) within a bona fide eating establishment can be approved consistent with the Covina Municipal Code. Otherwise, live entertainment and dancing in conjunction with hard liquor service and bar would transform the tenant space into a nightclub, and not a ‘bona fide eating establishment’.

Findings of Facts. Prior to approving the CUP request, the Planning Commission made four required findings as outlined CMC Chapter 17.62.120. The Planning Commission staff report and attendant resolution set out the facts and arguments at length in favor of a CUP for a sit-down restaurant to serve liquor. Those same findings also tackled the issue of adding another nightclub within the Downtown, and the activities that contribute to a nightclub use such as the service of hard liquor, live entertainment, and weekend closing time of 2 a.m. The required findings of facts are intended to analyze multiple dimensions of a project subject to CUP review, including analysis of neighborhood impact, parking, public safety, conformance with land use regulations, and the proposed conditions of approval to name a few. After thorough analysis of the application presented comprehensively in the Planning Commission staff report and resolution, no affirmative findings of facts could be made in support of a bar operating as a live entertainment venue with weekend closing times of 2 a.m.

Appeal

CMC Chapter 17.62.150(B) requires that the council shall, within 30 days after the conclusion of the public hearing sustain, reverse or modify the Planning Commission’s decision by resolution, setting forth the findings, listed in CMC 17.62.120, and any conditions of approval deemed necessary to protect the health, safety and welfare of persons in the neighborhood and in the city as a whole. The council may establish a time limit for development, as provided in CMC 17.62.160. In adding to, modifying or reversing the commission decision, the affirmative votes of not less than three members of the council shall be required on each conditional use permit so acted upon.

Staff has prepared Draft Resolution 16-7552 (Attachment A) for City Council’s approval that

would sustain the Planning Commission's decision to approve Resolution No. 2016-025 PC with Conditions of Approval for SPR 16-012 and CUP 16-009, a request to offer general alcohol (Type 47 ABC License) for a new sit-down eating establishment located on the ground-floor level of the building located at 211 North Citrus. If the City Council votes to reverse or modify the Planning Commission's decision, a revised resolution and when applicable, revised conditions of approval would be brought forth in a hearing as outlined in CMC Chapter 17.62.150(B).

FISCAL IMPACT:

There is no fiscal impact to sustain the City of Covina Planning Commission's decision to approve Resolution No. 2016-025 for SPR 16-012 and CUP 16-009, a request to offer general alcohol (Type 47 ABC License)) for a new sit-down eating establishment located on the ground-floor level of the building located at 211 North Citrus.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Pursuant to and in compliance with the provisions of Sections 15378 and 15060(c)(3) of the California Environmental Quality Act (CEQA) Guidelines, the City has analyzed the appeal and concluded that an appeal pursuant to the Covina Municipal Code Chapter 17.62 is not a "project" under CEQA.

Respectfully submitted,



Brian K. Lee, Director of Community Development

ATTACHMENTS:

Attachment A: Draft City Council Resolution 16-7552

Attachment B: September 13, 2016 Planning Commission Agenda Staff Report, Item PH1 (with attachments)

Attachment C: Letter of Appeal from Luis Niebla, dated September 20, 2016

Attachment D: Planning Commission Approved Meeting Minutes of the September 13, 2016 Public Hearing

RESOLUTION NO. 16-7552

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, SUSTAINING THE CITY OF COVINA PLANNING COMMISSION'S DECISION TO APPROVE RESOLUTION NO. 16-025 PC WITH CONDITIONS OF APPROVAL FOR SITE PLAN REVIEW SPR 16-012 AND CONDITIONAL USE PERMIT CUP 16-009, A REQUEST TO OFFER GENERAL ALCOHOL (TYPE 47 ABC LICENSE) FOR A NEW SIT-DOWN EATING ESTABLISHMENT LOCATED ON THE GROUND-FLOOR LEVEL OF THE BUILDING LOCATED AT 211 NORTH CITRUS AVENUE WITHIN THE TCSP-5 ZONE OF THE TOWN CENTER SPECIFIC PLAN.

WHEREAS, on September 13, 2016, the City of Covina Planning Commission conducted a duly noticed public hearing, at which time oral and written evidence along with a written recommendation from the Planning Division was presented to the Planning Commission. The Planning Commission concluded said hearing on that date; and

WHEREAS, on September 13, 2016, the Planning Commission in Resolution No. 16-025 PC made the required findings of facts in order to approve the Conditional Use Permit and Site Plan Review request with Conditions of Approval. The Planning Commission concluded said hearing on that date; and

WHEREAS, on September 20, 2016, Mr. Luis Niebla, filed a letter of appeal to protest the Planning Commission's conditions of approval prohibiting live entertainment and restricting weekend closing time for Ola Sports Bar and Grill to midnight; and

WHEREAS, Mr. Luis Niebla, is the applicant on record for CUP 16-009 and SPR 16-012 at the time of the filing of the appeal; and

WHEREAS, the City Council the Planning Commission conducted a duly noticed public hearing of the appeal, at which time oral and written evidence along with a written recommendation from the Planning Division was presented to the City Council; and

WHEREAS, the City Council affirms the Findings of Facts approved by Planning Commission Resolution No. 16-025 PC; and

WHEREAS, the City Council finds that the Planning Commission Resolution No. 16-025 PC established the Conditions of Approval for CUP 16-009 necessary to protect the health, safety and welfare of persons in the neighborhood and in the city a whole; and

WHEREAS, the City Council denies the appeal to revise the conditions of approval and upholds the Conditions of Approval in its entirety as adopted by City of Covina Planning Commission through the approved Resolution No. 16-025 PC; and

WHEREAS, based upon the recitals above, the City Council sustains the City of Covina Planning Commission decision to approve Planning Commission Resolution No. 16-025 PC with Conditions of Approval; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, DOES HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council finds that the facts set forth in the Recitals of this Resolution are true and correct.

SECTION 2. The City Council has reviewed the evidence brought forth during the public hearing of the appeal, and based on its own independent judgement concurs with the City of Covina Planning Commission's decision to approve Resolution No. 16-025 PC with Conditions of Approval for Site Plan Review SPR 16-012 and Conditional Use Permit CUP 16-009. The determination is based on the following:

- a. Planning Commission Resolution No. 16-025 PC established the Conditions of Approval for CUP 16-009 necessary to protect the health, safety and welfare of persons in the neighborhood and in the city a whole; and
- b. The appeal did not provide any new information that would necessitate the revisions to the Conditions of Approval as adopted through Planning Commission Resolution No. 16-025 PC; and
- c. Revising the Conditions of Approval as approved by the Planning Commission Resolution No. 16-025 PC pursuant to the appellant's request to change the hours of operations and removing the prohibition on live entertainment for Ola Sports Bar and Grill would encumber the health, safety and welfare of persons in the neighborhood and in the city as a whole.
- d. Revising the Conditions of Approval as approved by the Planning Commission Resolution No. 16-025 PC pursuant to the appellant's request to change the hours of operations and removing the prohibition on live entertainment for Ola Sports Bar and Grill would render the business operation inconsistent with the definition of "bona fide eating establishment" outlined in CMC Chapter 17.04.100, and with CMC Chapter 17.62.026 prohibition on businesses such as Ola Sports Bar and Grill to locate within 700 feet of another liquor establishment unless it is a "bona fide eating establishment".
- e. The Findings of Facts as outlined by the Planning Commission-approved Resolution No. 16-025 PC.

SECTION 3. CEQA. The City Council has reviewed the evidence brought forth during the public hearing of the appeal, and based on its own independent judgement determines that the appeal is not a project under the California Environmental Quality Act (CEQA).

SECTION 4. In consideration of the facts and findings stated above, the City Council of the City of Covina hereby approves Resolution 16-7552, sustaining the City of Covina Planning Commission's decision to approve Resolution No. 16-025 PC with Conditions of Approval for Site Plan Review SPR 16-012 and Conditional Use Permit CUP 16-009, a request to offer general alcohol (Type 47 ABC license) for a new sit-down eating establishment located on the ground-level of the building located at 211 North Citrus Avenue within the TCSP-5 Zone of the Town Center Specific Plan.

SECTION 5. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

APPROVED and **PASSED** this 15th day of November, 2016.

City of Covina, California

BY: _____
KEVIN STAPLETON, Mayor

ATTEST:

SHARON F. CLARK, Chief Deputy City Clerk
APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, California, DO HEREBY CERTIFY that Resolution No. 16-7552 was duly approved and adopted at a regular meeting of the City Council on the 15th day of November, 2016, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

Dated:

SHARON F. CLARK, Chief Deputy City Clerk



CITY OF COVINA

PLANNING COMMISSION AGENDA REPORT ITEM NUMBER CPH 1 SEPTEMBER 13, 2016

TO: Chairman and Members of the Planning Commission

FROM: Brian K. Lee, AICP, Director of Community Development

SUBJECT: Site Plan Review (SPR) 16-012 and Conditional Use Permit (CUP) 16-009 - A request to perform tenant improvements for a new sit-down eating establishment offering general alcohol (Type 47 ABC License), outdoor dining, and live entertainment on the ground-floor level of the building located at 211 North Citrus Avenue.

PROJECT AND SITE DESCRIPTION

A. Project Information:

Request: Tenant improvements to accommodate a new eating establishment offering general alcohol (Type 47 ABC License), outdoor dining, and live entertainment.

Applicant: Mr. Luis Niebla of UNIDOS Inc.

Property Owner: Vivian Xie of Citrus International, LLC

Location: 211 N. Citrus Avenue, 1st floor.

Assessor Parcel

Map Nos.: 8431-032-008

B. Site and Surrounding Land Uses-Table 1:

	General Plan	Zoning	Existing Uses
Site	Town Center Specific Plan	TSCP-5 (Retail and Service Core Focused Activity Area)	Vacant (formerly RED)
North	Town Center Specific Plan	TSCP-5 (Retail and Service Core Focused Activity Area)	Uptown Image

	General Plan	Zoning	Existing Uses
South	Town Center Specific Plan	TSCP-5 (Retail and Service Core Focused Activity Area)	3 Vinos
East	Town Center Specific Plan	TSCP-5 (Retail and Service Core Focused Activity Area)	Various commercial
West	Town Center Specific Plan	TSCP-5 (Retail and Service Core Focused Activity Area)	Public alley and parking Lot

- C. Site Characteristics: The project site is developed with a two-story building surrounded by existing retail and restaurant uses within downtown Covina. The applicant proposes to occupy the ground-floor of the two-story building. The upper floor is composed of existing offices. The proposed tenant space will occupy approximately 6,771.5 square-foot interior space, and 713 square-feet of outdoor dining area. Behind the building is the parking lot for the uses within the building.

HISTORIC BACKGROUND

A review of the prior business RED at the same premises is pertinent and will be helpful as a reference in considering the proposed CUP as an indication of how permitted nightclubs have operated in downtown. One permitted nightclub, 3 Vinos, abuts the site to the south. However, the Planning Commission should review and consider the proposed use, Ola Sports Bar and Grill Restaurant, on its own merits.

The prior business RED was located on the first floor of 211 N. Citrus Avenue, and previously approved with a Conditional Use Permit (CUP 11-006) to operate a restaurant with outside sidewalk dining with alcohol (Type 47) and live entertainment. The RED restaurant and nightclub was in operation for approximately four years before its CUP was revoked on January 26, 2016. As recited in City Council Resolution 15-7427 (see Exhibit C) revoking RED’s CUP, the items below provide a summary of the violations that were observed and documented against RED’s operators and management when it was operating as a nightclub:

1. Entertainment Permit and Conditional Use Permit approval violations including but not limited to allowing unpermitted entertainment (burlesque), exceeding approved hours of operations, repeated infractions on not providing the adequate number security personnel, employment of unlicensed security personnel,

expansion of dancing area, addition of unpermitted entertainment area, excessive noise, and replacement of dining tables and chairs with lounging furniture.

2. Violation of Municipal and State codes observed on-site and/or carried out by business employees including but not limited to sale of controlled substances (cocaine) to patrons, employment of unlicensed security guards, excessive instances of fights involving patrons, intoxicated patrons, excessive noise, and multiple instances of disturbance of peace as documented by the Covina Police Department.

Despite repeated notices to correct these and several other infractions, the establishment operated without resolving many cited issues and continued to expand unpermitted activities until its CUP was revoked by the City Council. The City Council began public hearings to revoke the CUP based upon non-compliance with the conditions of approval; violations to the Covina Municipal Code; numerous calls for service from the Covina Police Department between October 2013 through April 2015; sales of a controlled substance; and non-compliance with the corresponding Dance and Entertainment Permit and other applicable laws and regulations.

On December 6, 2015, the City Council approved Resolution No. 15-7427 revoking CUP 11-006 for RED, and issued a temporary stay on the revocation until January 26, 2016 to allow the applicant the opportunity to apply for modifications to the CUP to address the violations and noncompliance and the issues related to the use of the property that gave rise to the CUP revocation proceedings. Because the Planning Commission had not received an application to modify the CUP by January 26, 2016, this stay on the revocation of the CUP expired and the CUP became null and void.

Based on the above-cited facts regarding the operations of a permitted nightclub RED and other nightclubs in Downtown Covina, City staff has been provided with a perspective and experiences in reviewing discretionary applications with similar operations, and working knowledge of their impacts.

ANALYSIS OF PROPOSED OLA SPORTS BAR & GRILL

- A. **Background on Applicant's Request:** Mr. Luis Niebla, the applicant, submitted the application for Site Plan Review (SPR) 16-012 and Conditional Use Permit (CUP) 16-009 to perform tenant improvements for a new sit-down eating establishment offering general alcohol (Type 47 ABC License), outdoor dining, and live entertainment. Prior to the submittal of the CUP application, City staff (Planning, Police, and City Prosecutor) met with Mr. Luis Niebla on October 15, 2015 and expressed significant concern on the proposed live entertainment and dancing activity at the location. City staff has reiterated to the applicant its objection to the proposed live entertainment and dancing activities

during the review of the submitted application. The applicant has represented that the owner/operator of the El Pescador restaurant in West Covina is a partner in the Ola Sports Bar & Grill, although staff has not been able to verify this claim.

Vivian Xie of Citrus International, LLC, is signatory to the project application as one of the property owners. Ms. Xie is the property owner and business partner on record while RED was in operation. Mr. Niebla has stated that Ms. Xie is signatory to the application solely as a property owner, and will not be involved with the business

B. Proposed Uses (Ola Sports Bar and Grill Restaurant): This section describes the proposed uses as indicated in the project application and depicted on the project plans (see Exhibits B and D). The proposed floor plan is described below.

- Bar – 252 square feet (one counter, 14 seats)
- Dance Floor/Dining Area – 287 square feet (3 tables, 13 seats)
- Alcohol Storage – 119 square feet (wine cabinet and walk in cooler)
- Kitchen and Food Preparation – 1,420.6 square feet
- Indoor Dining Area Restaurant - 3,153.6 square feet (212 seats and 45 tables)
- Others (Hallways, Restrooms, Storage, Office, Waiting Area) – 1,538 square feet
- Outdoor Dining – 713 square feet (14 tables, 54 seats)

Stated in the application and on the project plans, live entertainment and dancing is also proposed in conjunction with alcohol service. Compared to RED's approved floor plans, Ola Sports Bar and Grill is proposing to expand dining areas with tables and seating, and kitchen and food preparation area. The outdoor dining area will be similar in size, but will have more chairs and tables for dining. The dance floor and bar area has been reduced compared to what was approved for RED, and the stage has been eliminated. From Monday through Thursday the bar and restaurant is proposed to be open at 11 AM and remain open until midnight. The applicant is proposing that the bar, restaurant, live entertainment and dancing (the nightclub) operate during Fridays and Saturdays from 9 PM to 2 AM; and on Sundays 9 PM to 12 midnight. The applicant describes the proposed entertainment activities as follows:

- A dance floor that will be available during the entertainment hours proposed above, and will be a dining area for all other hours. When used as a dining area, it will consist of three tables and 13 seats. The dining area tables and chairs will be removed during the proposed dancing hours.
- Ten large flat screen TVs for sports games, and one at the entry to provide restaurant advertisement. Four of these TVs will show sports games and are proposed to be mounted on the outdoor dining areas visible to the public view.

Entertainment consisting of more than five televisions is subject to Police Department review and approval of an Entertainment Permit.

- Special events focused on sporting events to occur no more than 8 times annually. Four of these events will start at 7 AM, and the remaining will start during regular business hours. These short-term non-recurring entertainment-related events are subject to Police Department review and approval of an Entertainment Permit.
- The applicant has stated that DJs, a type of live entertainment, will perform. Ambient music will be provided every day within the restaurant.

- C. **Analysis of Proposed Uses and Their Operational Impacts:** The TCSP-5 zone of the Town Center Specific Plan requires a review and approval of a CUP for alcohol service of any type, whether it's a stand-alone use or in conjunction with another use. The applicant proposes to provide alcohol service pursuant to its existing Type 47 license, which allows it to serve liquor, cocktails, and distilled spirits. Alcohol service will be in conjunction with a sit-down restaurant, outdoor dining, bar, and entertainment at night. The entertainment activities proposed are live entertainment, dance, special events, and the operation of more than 5 television screens.

Chapter 5.28 (Entertainment) of the Municipal Code requires that entertainment activities are subject to Police Department review and approval of an Entertainment Permit application. However, all entertainment activities must be consistent with all entitlements approved for the project including the Conditional Use Permit. The Police Department has provided guidance on the analysis of the uses and their respective impacts, and has proposed conditions consistent with its authority provided for in the Municipal Code.

Staff has analyzed the impacts and operations of the uses at the times the applicant states that the uses will operate simultaneously. In that regard, the applicant proposes two distinct uses: a sit-down restaurant and bar, and a nightclub. Both uses require a CUP for Type 47 alcohol service.

1. Live Entertainment with Dance Floor (Nightclub): As proposed, at the commencement of live entertainment and dancing with Type 47 alcohol license past the reasonable dining hours, the 'bona fide eating establishment' as a use has ceased. The nightclub with its associated live entertainment, dancing, alcohol service, and bar are not ancillary to the main dining establishment during the week, it is the primary use during its proposed hours of operation. The applicant does not propose any live entertainment and dancing during the day time. The proposed hours of operations, weekends and up to 2 AM is consistent with closing time for alcohol service in the state and of nightclubs. On August 23, 2016 Planning Commission public hearing, the applicant has stated that the proposal will be primarily that of an entertainment use. The proposed uses are similar to

the combination of uses granted for prior business RED under CUP 11-006, which has been revoked by the City Council as outlined in the Background section. Webster/Merriam Dictionary defines “nightclub” as “a place that is open at night, has music, dancing, or a show, and usually serves alcoholic drinks and food.” The proposed use with such combination of activities is indicative of a “nightclub.”

The applicant states that the dining area tables and chairs will be removed during the proposed dancing hours. The dancing floor area is unenclosed with no limitation on dancing activities expanding larger than what is stated on the plans, as what has been observed at RED when it was operating. This floor, as was observed in RED, could be turned into a performance stage for unpermitted live entertainment activities. Based on prior experience with similar floor plans and activities, City staff believes that the nighttime dancing and live entertainment activities with Type 47 alcohol service is that of a nightclub rather than a bona fide eating establishment.

2. Bona Fide Eating Establishment: Chapter 17.62.06(B) of the CMC prohibits on-site sale of liquor (the bar) within 700 feet of another establishment with on-site sale of liquor unless it is associated with a bona fide eating establishment. Per ABC records, there are three businesses within that radius that possess a Type 47 license for on-site sale and consumption of liquor (3 Vinos, Casa Moreno, and Giovanni’s). The areas designated on the plans and applications for exclusive use for dining do not meet the minimum 50% of the gross floor area as required for ‘bona fide eating establishments’ as defined in Chapter 17.04.100 of the Covina Municipal Code (CMC). Approval of the condition to eliminate the dance floor is necessary in order to ensure that the establishment is consistent with the ‘bona fide eating’ establishment definition, because the CUP cannot be approved for a prohibited use. Consistent with Chapter 17.62.06(B) of the CMC, the nightclub is prohibited since it is not operating as a ‘bona fide eating establishment’.

Condition B.1 is recommended by staff to ensure sufficient floor area be devoted to dining. If the proposed condition is approved, the total indoor dining area will be approximately 3,436.1 square feet, or 50.7% of the total gross floor area of the proposed tenant space. The project would be in compliance with the definition of a bona fide eating establishment if the dance floor is removed, and the area is reserved exclusively for dining at all hours of operation.

3. Flat Screen TVs and Special Sporting Events: With respect to the proposed installation of 11 flat screen TVs at various locations inside and outside the premises, and to hold special events focused on sporting events, an Entertainment Permit is required if there is more than 5 TVs within a business establishment.

The Entertainment Permit is subject to Police Department Review and approval and an annual renewal is required. Condition B.1 requires that approval of an Entertainment Permit must be consistent with approved CUP 16-009 and SPR 16-012.

4. Bar. A stand-alone bar with a wrap-around counter and 14 seats is being proposed between the kitchen and dining area. The bar area will also contain alcohol storage. Staff recommends that the bar provide full-menu service at all times in order to ensure Ola Sports Bar and Grill's continuous operation as a bona fide eating establishment throughout its approved hours.
5. Outdoor Dining Area. The outdoor dining area is approximately 713 square feet (14 tables, 54 seats) as indicated on the project floor plans. Pursuant to 17.57.080(A)(2) of the CMC, the Planning Commission shall have the authority to review and approve dining areas with more than 8 tables or more than 6 chairs. Staff is requesting approval of the conditions that any TV screen located outside the patio shall be muted. Ch. 11.26.100 of the CMC expressly prohibits live entertainment and amplified music on the outdoor sidewalk dining area.
6. Proposed Kitchen Expansion. The applicant met with City staff on September 7, 2016 and stated that an additional kitchen expansion beyond what is currently proposed, without specifying the extent of the expansion, may be desired. The proposed kitchen and food preparation area is currently proposed at 1,420.6 square feet. Pursuant to the definition of "bona fide establishment", as long as the minimum 50% of the floor area is dedicated to dining and 20% for kitchen and food preparation is maintained at all times, the kitchen could expand into the approximately 2,000 square feet that are not dining areas composed of the bar and the approximately 1,500 square feet of hallways, restrooms, (non-alcohol) storage, office, and waiting area.

D. Recommendation to Deny Request for Live Entertainment and Dancing: City staff is proposing condition B.1 that would deny the request to have dance floor, dancing and live entertainment in the establishment in conjunction with any alcohol service based on the assessment of operational impacts of the proposed nightclub use. City staff, as mentioned in the Historical Background section, has stated to the applicant that no live entertainment and dancing will be supported as part of the application request. "Live entertainment" as defined in the CMC means every form of live performance – whether a single event, a series of events, or an ongoing activity or business, occurring alone or as a part of another business, to which persons (including patrons and/or guests) are invited or allowed to watch, listen, or participate or that is conducted for the purposes of holding the attention of, gaining the attention of, or diverting or amusing guests or patrons, whether or not they are compensated for the performance.

The applicant met with City staff on September 7, 2016 and accepted the requirement to remove the dance floor. However, consistent with his prior written request, he reiterated his request for late night live entertainment with Type 47 through the use of a “DJ”. A “DJ” or “disc jockey” is defined as live entertainment in Chapter 5.28 (Entertainment): “Presentation of recorded music played on equipment that is operated by an agent or contractor of the entertainment establishment”. The applicant asked staff if it would consider an establishment’s employee such as a manager changing music as a DJ. If anyone employed or invited by the restaurant engages in an activity that would be considered “live entertainment”, the establishment is operating a live entertainment venue, and it would not be in compliance with the prohibition on live entertainment activities.

The City Council adopted Ordinance 2012-11 that required a CUP for all alcohol service in downtown. Prior to that, alcohol service within a restaurant did not require a CUP in TSCP-4 and TCSP-5. The ordinance addressed the proliferation of by-right alcohol serving establishments with live entertainment (nightclubs) in downtown, and the documented corresponding increase in crowd control difficulties, disorderly conduct, crime and need for police response. Specifically, the ordinance followed the opening of RED and 3 Vinos nightclubs. The Planning Commission in its capacity to review and approve CUP applications has the authority impose the necessary conditions to address any negative land use impacts tied to on-site alcohol sales including nightclubs. Under this authority, the Planning Commission can prohibit the issuance of other city permits for activities that are known to have adverse impacts if it’s in conjunction with the approved conditional use permit. The authority to condition CUPs based on anticipated or known adverse impacts is in alignment with current practice applied to a wide variety of projects, not just nightclubs or alcohol service. The Police Department has expressed its support to prohibit the issuance of Entertainment Permits for live entertainment and dancing as condition for approving the CUP. Chapter 5.28.060 (B) does not allow the issuance of any entertainment permit that is inconsistent with land-use entitlements.

- E. **Recommendations for Operational Requirements for the Proposed Alcohol Use:** Per the ABC Monrovia office, the applicant has been issued a Type 47 ABC license (License Number: 514243), however, the current status of the license is “surrendered”. The license indicates that it has not been transferred to the current applicant, RED is still the business name and the licensees remain RED’s operators. Since RED’s closure, anytime a licensee closes their business for more than 15 consecutive days then the licensee needs to surrender the license. The licensee has the option of re-activating or transferring the license within three years of the license being surrendered. (ABC) Conditions will remain on the license if the license remains at the same location, but if the license transfers to a different location then those conditions no longer apply. The proposed conditions of approval gives the applicant one year to obtain a Type 47 ABC license, or

the CUP is subject to revocation regardless if the Type 47 ABC license (License Number: 514243) is re-activated on the site, unless the same license has been transferred to the applicant. Conditional Use Permit applications can be reviewed and approved by the Planning Commission in absence of a valid Type 47 ABC license since the ABC cannot issue the license until the local authority has approved it.

Without the live entertainment and dancing uses in conjunction with the alcohol service, the conditional use permit for on-site sale and consumption of alcohol (Type 47 ABC license) within a bona fide eating establishment on the ground floor area of an existing two-story building can be approved with conditions. The recommended condition limits the hours of operations for alcohol service in order to minimize the amount of disturbances within downtown Covina, and to ensure that the establishment will operate compatibly with surrounding uses in the vicinity. City Staff recommended hours of operation of alcohol service are as follows:

Proposed and Recommended Hours of Operations - Table 2:

Days	Applicant Proposed use and Hours of Operations	City Staff Recommended Use and Hours of Operations
Sundays thru Wednesdays	Dining and Bar Service 11 AM – midnight (Mondays thru Thursdays) 8 AM – midnight (Sundays)	<u>No Live Entertainment and Dancing.</u> Dining, Outdoor Dining, and Alcohol Service 8 AM – 12 AM midnight. Alcohol service to cease 45 minutes prior to any closing time, whichever is earlier. Whenever alcohol is served, it must be in conjunction with indoor dining.
Thursdays	Dining and Bar Service 11 AM – midnight	<u>No Live Entertainment and Dancing.</u> Dining, Outdoor Dining, and Alcohol Service 8 AM – 12 AM midnight. Alcohol service to cease 45 minutes prior to any closing time, whichever is earlier. Whenever alcohol is served, it must be in conjunction with the indoor dining.
Fridays	Live Entertainment and Dancing 9 PM – 2 AM	<u>No Live Entertainment and Dancing.</u> Dining, Outdoor Dining, and Alcohol Service

	Dining and Bar Service 11 AM – 2 AM	8 AM – 12 AM midnight. Alcohol service to cease 45 minutes prior to any closing time, whichever is earlier. Whenever alcohol is served, it must be in conjunction with indoor dining.
Saturdays	Live Entertainment and Dancing 9 PM – 2 AM Dining and Bar Service 8 AM – 2 AM	<u>No Live Entertainment and Dancing.</u> Dining, Outdoor Dining, and Alcohol Service 8 AM – 12 AM midnight. Alcohol service to cease 45 minutes prior to any closing time, whichever is earlier. Whenever alcohol is served, it must be in conjunction with indoor dining.

The staff recommended hours of operation would not allow live entertainment and dancing on any day. Staff recommended hours of operation are consistent throughout any day of the week, 8 a.m. to 12 midnight. Alcohol service is to stop 45 minutes prior to any closing time. All the recommended approved use will close down at the same time, including the outdoor dining area as already required by CMC. The hours to open are earlier than what the applicant proposes including alcohol service. The intent is to align the sports bar plans to pull entertainment permits during times when sports games and sports-related event start in the morning. The Police Department does not expect the same adverse impact during daytime, and through the Entertainment Permit conditions of approval, could restrict or prohibit the entertainment activity during the hours when alcohol is being served. The staff recommended hours of operation would make the proposed business compatible with adjacent land uses. The latest closing time on any day of a week for the three dining establishments within the vicinity with Type 47 is 10:30 PM for Casa Moreno, 9:00 PM for Giovanni’s, and 1:30 AM for 3 Vinos. 3 Vinos has an existing CUP to operate as a nightclub. Covina Performing Arts Center hours of operations are generally dependent on the intermittent frequency of events it holds, and that varies throughout the year.

To reduce the potential for intoxicated driving, conditions of approval are proposed to require the posting of taxicab phone numbers, and posted directions and location of taxicab waiting areas, and car sharing spaces within the vicinity. The proposed conditions also include prohibition of “bottle service” for alcoholic drinks exceeding 25% of ABV, and restrictions on the quantity of alcohol served.

Condition No. B.12 is being proposed that will require the business to keep records that reflect separately the gross sale of food and the gross sales of alcoholic beverages of the

licensed business. If the gross sales of alcohol exceed that of food, the CUP shall be subject to revocation. This condition is to ensure that the primary use is that of an eating establishment, and that it's not a bar within 700 feet of another Type 47 on-sale license. The business shall make these records available to the City and/or ABC on demand. Copies of said records shall be provided to the City and/or ABC within ten (10) calendar days of a request for same.

- F. **Floor Area and Parking:** The total floor area of the proposed eating establishment, including outdoor dining area and accessory areas is 7,484.5 square feet. Pursuant to Chapter 17.72 (Off-street Parking) of the Covina Municipal Code, eating establishments in excess of 4,000 square feet in size are required to provide 40 spaces and 1 space for every 50 square feet above 4,000. Therefore, the proposed use will require 110 parking spaces. Five spaces in front of the business count for on-street parking credit, and the remaining 105 will be accommodated through the various public parking lots in Downtown. It is expected that due to its immediate proximity, that the 115-space Lot 4 behind the building west of the public alley will be the primary parking area. Others within the immediate vicinity include Parking Lot 1, Lot 3, 7, and the Civic Center Parking Structure. These parking areas combined have approximately 359 parking spaces. The subject property is located within "Vehicle Parking District No. 1", and Chapter 17.72.110 (Off-street parking exceptions) provides off-street parking exceptions for properties within these districts.
- G. **Conditional Use Permit Findings of Facts:** Staff is recommending Condition B.1 prohibiting live entertainment and dancing activity, and the issuance of Entertainment Permits for live entertainment and dancing. Without the approval of this condition, or make modifications to the conditions that does not prohibit live entertainment and dancing, the conditional use permit cannot be approved as proposed:
- The submitted floor plans are not in compliance with the "bona fide establishment" definition because the floor plans show that less than 50% of the establishment is a dining area pursuant Chapter 17.04.100 of the Covina Municipal Code (CMC).
 - If the establishment ceases to be a "bona fide establishment" that serves liquor on-sale (the bar), it would be in violation of Chapter 17.62.06(B) of the CMC prohibiting the on-site sale of liquor (the bar) within 700 feet of another establishment with on-site sale of liquor unless it is associated with a bona fide eating establishment. Per ABC records, there are three businesses within that radius that possess a Type 47 license for on-site sale and consumption of liquor (3 Vinos, Casa Moreno, and Giovannis).

Since the Conditional Use Permit application is for the alcohol service, the Planning Commission would have to deny the CUP for alcohol service, and no conditions of approval can be imposed on the remaining uses. If the CUP is approved along with the nightclub, the conditions of approval would have to be amended in order to impose conditions appropriate for the nightclub use.

Based on an analysis of the proposed project, pursuant to Chapter 17.62.120 of the Covina Municipal Code, the Planning Commission must determine that all the following findings to approve the Conditional Use Permit to allow a Type 47 alcohol service within a bonafide eating establishment and outdoor dining area must be made:

1. That the site for the proposed use is adequate in size and shape to accommodate the use and all yards, spaces, walls and fences, parking, loading, landscaping and other features required by this title to adjust the use with land and uses in the neighborhood;

Facts: Development service staff assesses all applications in the City for the suitability of the space and its proposed uses. Restaurants for example are reviewed for the location of kitchens, sinks, storage, loading spaces, grease traps, hood vents and among others to ensure that they are operating as stated. Applications for special events such as car shows, fundraisers, and carnivals are scrutinized at the minimum for their provisions for clear and safe path of access, emergency access, implementation of appropriate safety measures, proof of insurance, and identification of possible conflicting events. The project site totals 7,725 square feet in land area and developed with a 2-story building dated around 1900's. In 2008, the building underwent major exterior renovation that included a \$20,000 financial assistance from the City through the Façade Rebate Program Funds. In 2011, the prior businesses RED has made interior improvements to the ground floor to house a restaurant, and bar. The prior business RED have operated within the ground floor tenant space without requiring significant additional accommodation for yards, spaces, walls and fences, parking, loading, and landscaping sit-down restaurant and bar.

The proposed Ola Sports Bar and Grill is to occupy the existing vacant tenant space for a sit-down restaurant, outdoor dining, and bar. It would occupy the location that is already provided with the necessary equipment and services to operate a sit-down restaurant such as kitchen, storage, restrooms, grease traps, loading areas, and dishwashing area. Additionally, it has the sufficient area for refrigerators, bus stations, several registers, and waiting areas. The outdoor dining area already exists with an iron-wrought enclosure, and no expansion of the physical area is being proposed. Except for any live entertainment and dancing, the TV screens, ambient music, and the sports-related events proposed by the applicant pursuant to an Entertainment Permit can be sufficiently accommodated within the tenant space. The

Chief of Police reviews the Entertainment Permit approval requests on a case-by-case for the suitability of these short-term events to be accommodated on-site, and the Chief can impose conditions, or deny the permit based on the outcome of that assessment.

Live entertainment and dancing would change the nature of the use from primarily that of a restaurant into an entertainment venue.

On the submitted application, the applicant has verbally represented that the business also operates El Pescador restaurants in Ontario and West Covina. The location in Ontario is a stand-alone building on a street corner surrounded by a parking area. The closest buildings are across the street. The West Covina location with similar proposed hours (11:00 a.m. to 11:00 p.m. per the mall website) is inside one of the out buildings on the south side of Plaza West Covina, one of the region's largest shopping malls. The downtown urban context of the project site requires an assessment of impacts based on the physical limitations of the spaces, and how the proposed uses would impact the use of any spaces by other businesses or by the City.

Downtown Covina is a unique place situated at the geographic center of the San Gabriel Valley. Downtown's available tenant spaces are geared towards appropriately-scaled uses and associated activities as envisioned in the Town Center Specific Plan, and current economic development strategies. The distinction provided by Downtown Covina for businesses is the ability for them to capture consumers attracted by a small-town ambiance provided by historical buildings and the small scale "mom-and-pop" establishments. The spaces—whether tenant spaces, outdoor areas, and parking areas—available in Downtown Covina are suitable for low-impact businesses consistent with its historic character as the commercial heart of a small citrus-growing town. Based on the City's experience with a permitted night club venue as described in the staff report when referring to RED, but also as experienced with 3 Vinos and Rude Dog Bar and Grill, City staff assessed any future similar applications for the suitability of existing physical spaces knowing that the activities necessary to operate a successful alcohol serving late-night venue have an outsized impact on infrastructure and spaces.

The transition of a restaurant into an entertainment venue at night would necessitate frequent reconfiguration of interior tenant space to accommodate performers, dancers and audiences. Nighttime activities would require additional spaces for storage of potentially up to 200 tables and seats, storage for dancing and entertainment props such as stage, and audio equipment that may not be accommodated within the tenant space. In addition, the equipment and personnel to make any transition would also affect the space. Since the kitchen area and restrooms cannot be used for storage, the potential area to accommodate the operations of a live entertainment and dancing

substantially shrinks and renders the tenant space unsuitable as a late-night entertainment venue with alcohol. The Municipal Code establishes minimum loading and parking requirements for restaurant uses in Downtown that have been useful for the City to gauge anticipated demand. The anticipated parking demands for late night entertainment are unpredictable, and could lead to an unforeseen reduction in availability of parking spaces to other Downtown businesses and their patrons. A distinct set of loading space and locations may also be involved to accommodate tour buses, and performance groups.

Additional and significant measures to provide security are required for any nighttime entertainment venue. The security plan provided by the applicant is for a restaurant, and therefore, substantially inadequate for a nightclub use. Adequate security that would inevitably affect the outdoor area includes the implementation of crowd monitoring outside the sports bar such as 'velvet ropes' or other line control barriers. Crowds could easily spill onto the exterior areas of the adjacent tenant spaces to the detriment of those that remain open, or to future businesses that may prefer to open at night. Whenever the service of alcohol (Type 47 allows for 'hard' liquor and spirits) accompanies late-night entertainment, intoxication and associated public disturbances is expected to put additional burdens on the spaces used by surrounding businesses and public property. All the activities that City staff have known to be part of a nightclub operation including the transition are occurring simultaneously late at night along with other nightclubs in the vicinity, and it strains various City resources, particularly the Police and Fire Departments who remain the only city staff present at those hours to ensure that all spaces in the city can be used safely. In order to make the Finding of Fact #1, the Planning Commission adopts Resolution No.16-025 to allow alcohol service within a bonafide eating establishment and outdoor dining area with conditions to specifically prohibit live entertainment and dancing.

2. That the proposed use will have no adverse effect on abutting property or the permitted use thereof

Facts: The proposed use will occupy the ground floor of a two-story building. The second story of the building is occupied by day-time offices. The project parcel is mid-block with abutting properties to the north (219-221 N. Citrus Avenue) and to the south (201 N. Citrus Avenue). There are no setbacks between buildings and parcels. Even non-abutting properties are relative close to the subject site with the uses across the street from Citrus Avenue at 73 feet from the building exterior, and 60 feet from the exterior dining area of Casa Moreno.

The Planning Commission has reviewed and approved other alcohol license types, with the conditions of approval that are tailored to the known and expected adverse impact presented by each license type. The known adverse effect of the high alcohol

content permitted to be served under liquor licenses include public drunkenness, nuisance, violence, disturbances to peace, drunk driving, and other alcohol-induced injuries and/or deaths. The consideration of the appropriate conditions of approval is always balanced with the stated economic development goals and policies of the City to diversify dining uses, especially within its downtown. The city's permitting process have been modified over the years to allow a much more vibrant downtown while simultaneously tightening the scrutiny of associated alcohol uses. With the conditions of approval, the CUP would allow a sports bar and grill to occupy a vacant tenant space near the heart of downtown. When operating simultaneously during reasonable dining hours, restaurants with approved Type 47 ABC license can create the environment that is suitable for a downtown setting. Per ABC records, the City has 15 Type 47 ABC licenses. For the proposed Type 47 alcohol service, staff is proposing several conditions to address adverse effects on abutting property. In addition to no live entertainment and dancing, these conditions include:

- Hours of operation limited to midnight on any day with the condition that indoor dining remain open and the bar provide full menu service.
- Alcohol service to stop 45 minutes prior to any closing time, and the requirement to maintain any areas clear of alcohol bottles and glasses.
- Specific to the Type 47 ABC license, prohibition on bottle service for 25% ABV drinks, and the serving of "beer buckets".
- Audit of records to show and prove to the city that food sales exceed that of alcohol sales.

In addition to all of these and other related conditions are requirements found in the Municipal Code that restrict liquor operations, particularly the one mentioned here, Chapter 17.62 regarding liquor establishments in the City.

As stated in the Facts of Finding No. 1, the live entertainment and dance use have an immediate adverse effect on the availability and enjoyment of spaces by the neighboring businesses. Additional adverse effect to neighboring properties of the nighttime live entertainment and dancing uses with alcohol has been extensively documented in downtown, and throughout the country. The Police Department and relevant development services anticipated much of the impact of the proposed RED nightclub and conditioned the project appropriately. As a result of the appeal of the CUP by neighboring 3 Vinos, several more conditions were imposed to address impacts. If the CUP is approved as nightclub use, then Findings of Fact #2 cannot be made since the nightclub will have an adverse effect on abutting property or the permitted use thereof. The following are known adverse effects of nightclubs in the City, in addition to the stated adverse impact of liquor licenses in general:

Unpermitted entertainment (burlesque), exceeding approved hours of operations,

inadequate number security personnel, employment of unlicensed security personnel, expansion of dancing area, addition of unpermitted entertainment area, excessive noise, replacement of dining tables and chairs with lounging furniture, sale of controlled substances, employment of unlicensed security guards, excessive instances of fights involving patrons, intoxicated patrons, excessive noise, and multiple instances of disturbance of peace as documented by the Covina Police Department.

The surrounding businesses include existing restaurants that serve alcohol in downtown Covina. To ensure the proposed alcohol service will operate in a manner compatible with surrounding uses in the vicinity, the live entertainment and dancing part of the proposed use shall be prohibited. With the condition of prohibiting live entertainment and dancing use, the adverse effect on abutting property will be minimized. In order to make the Finding of Fact #2, the Planning Commission adopts Resolution No.16-025 to allow alcohol service within a bonafide eating establishment and outdoor dining area with conditions to specifically prohibit live entertainment and dancing.

3. That the approval of such application shall be made subject to conditions of approval are deemed necessary to ensure the protection of adjacent property and the public health, safety and general welfare.

Fact: The proposed conditions of approval were drafted through months-long collaboration between City staff composed of the representatives of the departments of Police, Planning, and the City's Attorney's office. The applicant has been provided the opportunity through City-staff attended meetings to modify the CUP application to remove the components of the nightclub use in order to make the Findings of Facts to approve the Type 47 CUP request. The conditions of approval as proposed sufficiently address the operations of a bona fide eating establishment to provide a Type 47 alcohol service, and ensure the protection of adjacent property and the public health, safety, and general welfare.

Findings of Facts #1 outline the general issue that Downtown Covina does not have the requisite infrastructure and resources that would comprehensively protect the public, and encourage nighttime uses. Staff experience with RED night club and with other downtown nightclubs, leads to the conclusion that conditions of approval imposed on a single applicant cannot adequately address the known adverse effects of nightclubs on adjacent properties.

4. That the conditions stated in the decision are deemed necessary to protect the public health, safety and general welfare. Such conditions may include:

1. Regulation of use,

2. Special yards, spaces and buffers,
3. Fences and walls,
4. Surfacing of parking areas subject to city specifications,
5. Requiring street, service road or alley dedications and improvements or appropriate bonds,
6. Regulation of points of vehicular ingress and egress,
7. Regulation of signs,
8. Requiring landscaping and maintenance thereof,
9. Requiring maintenance of the grounds,
10. Regulation of noise, vibration, odors, etc.,
11. Regulation of time for certain activities,
12. Time period within which the proposed use shall be developed,
13. Duration of use,
14. And such other conditions as will make possible the development of the city in an orderly and efficient manner and conformity with the intent and purposes set forth in this title.

The proposed conditions of approval are necessary to protect the public health, safety and general welfare. It is also necessary in order for the application to be consistent with Chapter 17.62.06(B) of the CMC prohibiting the on-site sale of liquor (the bar) within 700 feet of another establishment with on-site sale of liquor unless it is associated with a bona fide eating establishment, and to make the other Findings of Facts as required for the approval of the CUP. The conditions are imposed on the relevant and applicable topics to address known issues. These conditions primarily are on the use, time, duration of use, and nuisance, however, all other topics were analyzed to ensure that the conditions have addressed have broad range of topics that the project might affect.

H. Site Plan Review Findings of Facts:

A site plan review (SPR 16-012) of the tenant improvements is proposed to accommodate the proposed uses. The proposed tenant improvements comprised of minor exterior improvements such as new decorative wrought iron tables and chairs for exterior dining, new glazing treatment of existing front doors, and new aluminum tempered glass doors at the rear elevation separating access of the first and second floors. The building has a valid recorded Façade Easement. Based on an analysis of the proposed project, the Planning Commission must determine that the required findings to approve the Site Plan

Review can be made. The Findings of Facts for the Site Plan Review are outlined in the attached Exhibit F (Draft Resolution 2016-025 PC).

PUBLIC HEARING NOTICE AND NOTIFICATION

The applicant was given a copy of the staff report with associated attachments. All property owners within a radius of 300 feet from the overall project site were mailed notices of the Planning Commission public hearing on August 3, 2016, a minimum of ten (10) days before the hearing, as required by law. The public hearing notice was published in the San Gabriel Examiner newspaper on August 11, 2016. At the August 23, 2016 public hearing, the Planning Commission opened the public hearing, allowed public testimony, and continued the public hearing to September 13, 2016.

ENVIRONMENTAL DETERMINATION

Under Section 15301(a) of the California Environmental Quality Act (CEQA) Guidelines, the Planning staff has determined that the project proposal is categorically exempt from environmental review. This CEQA Section appertains to permitted, minor alterations of existing structures that involve negligible or no expansion of a use beyond that existing at the time of a lead agency's original determination. The staff finds that there is no substantial evidence that the project will have a significant effect on the environment.

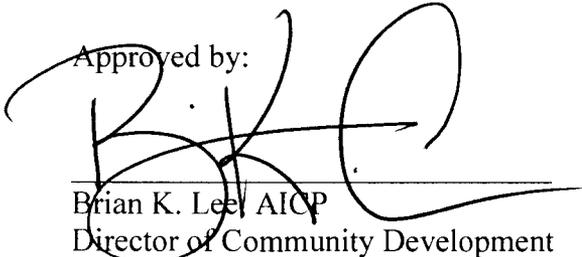
RECOMMENDATION

Staff recommends that the Planning Commission adopt Resolution 2016-025 PC approving Conditional Use Permit (CUP) 16-009 and Site Plan Review (SPR) 16-012.

Prepared by:

Bryan Fernandez
Contract Planner

Approved by:



Brian K. Lee, AICP
Director of Community Development

EXHIBITS

- A. Area Map
- B. Application Materials
- C. City Council Resolution 15-7424 – Revocation of RED CUP 11-006
- D. Project Plans
- E. Resolution 2016-025 PC with Conditions of Approval

CITY OF COVINA
AREA MAP
SITE PLAN REVIEW (SPR) 16-012 AND CONDITIONAL USE PERMIT (CUP) 16-009
211 NORTH CITRUS AVENUE

SUBJECT SITE

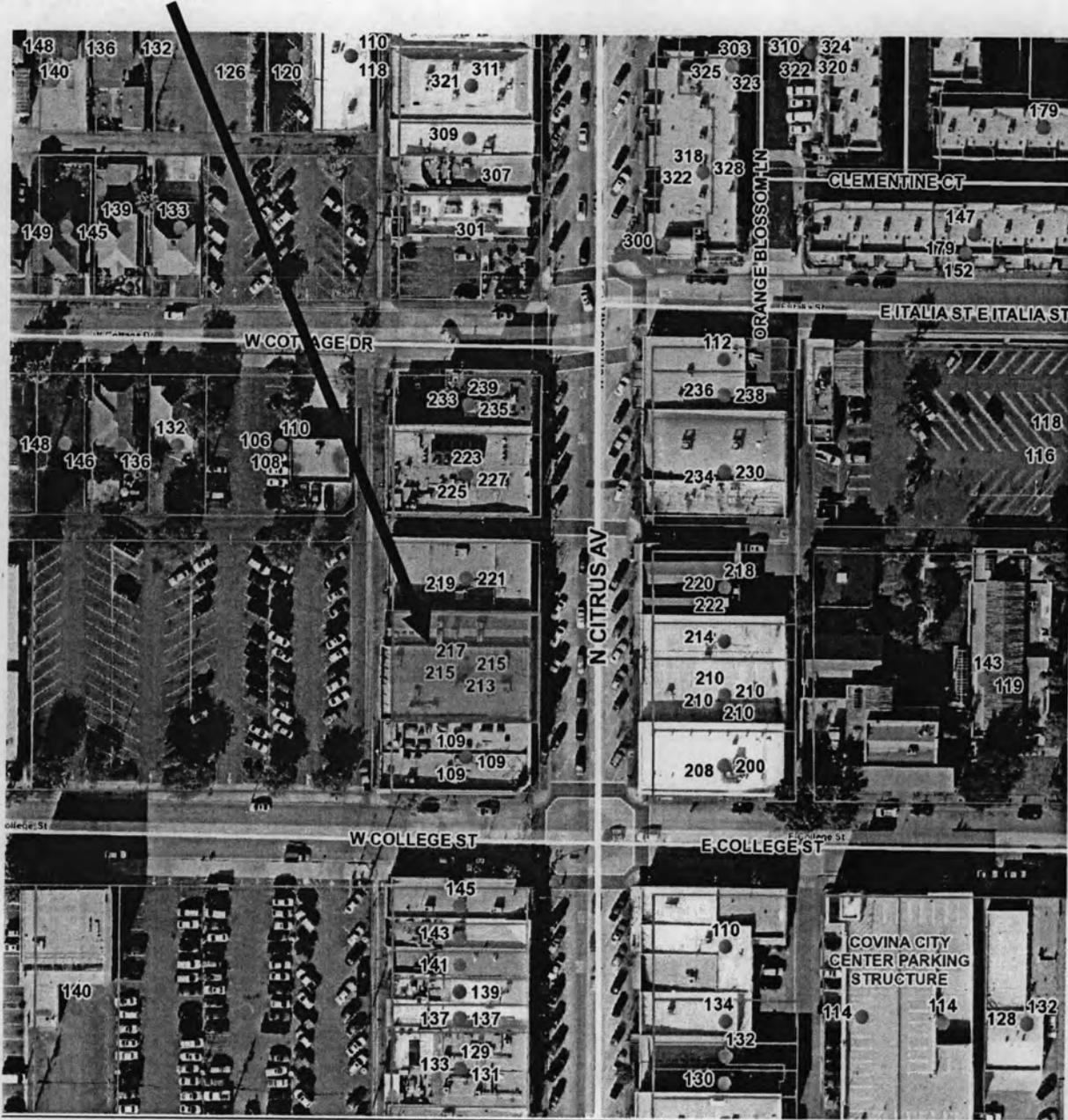


EXHIBIT A



Standard Application Form – 1

Community Development Department – Planning Division

125 East College Street • Covina, California 91723 • (626) 384-5450 / Fax: (626) 384-5479

Applicant Information

Name of Proposed Project: OLA SPORTS BAR AND GRILL RESTAURANT		Staff Use Only MUNIS NO: FILE NO:
Project Address: 211 N. CITRUS AVE., COVINA, CA 91723		
Assessor's Parcel Number: 8431-032-008		
Phone: () 626-705-8668	E-Mail: luis4pvt@yahoo.com	
Applicant Name: UNIDOS INC., ATT: LUIS NIEBLA		
Applicant Address: 211 N. CITRUS AVE., COVINA, CA 91723		
Property Owner Name: CITRUS INTERNATIONAL LLC., ATT: WEN XIE (AKA: VIVIAN XIE)		
Property Owner Address: P.O. BOX 8156, ROWLAND HEIGHTS, CA 91748		

Project Type

Please check the type of project review requested. If you are applying for more than one review you may check all that apply.

- | | | |
|--|--|---|
| <input type="checkbox"/> Artificial Turf Permit | <input type="checkbox"/> Planned Community Development (PCD) | <input type="checkbox"/> Tree Preservation Permit
<input type="checkbox"/> Minor |
| <input type="checkbox"/> Administrative Use Permit | <input type="checkbox"/> PCD Amendment | <input type="checkbox"/> Vacation of Alley, Easement, Street |
| <input checked="" type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Public Convenience or necessity (ABC) | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Development Agreement | <input checked="" type="checkbox"/> Site Plan Review-Major | <input type="checkbox"/> Variance (Minor) |
| <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Site Plan Review-Minor (Residential) | <input type="checkbox"/> Zoning Ordinance Amendment/ Zone Change |
| <input type="checkbox"/> Historic Structure Designation | <input type="checkbox"/> Site Plan Review-Minor (Non-Residential) | <input type="checkbox"/> _____
{Other} |
| <input type="checkbox"/> Lot Line Adjustment | <input type="checkbox"/> Tentative Parcel Map
<input type="checkbox"/> Time Extension | <input type="checkbox"/> _____
{Other} |
| <input type="checkbox"/> Pre-Application Review | <input type="checkbox"/> Tentative Tract Map
<input type="checkbox"/> Time Extension | |

Project Description

Detailed Description of Proposed Project (Attach Additional Sheets if Necessary)

Owner Certification

I certify that I am presently the legal owner of the above described property. Further, I acknowledge the filing of this application and certify that all of the above information is true and correct. If applicant is different from the legal property owner, a property owner's authorization form must accompany this application.

Date: _____ Signature: _____

Print Name and Title: _____

STAFF USE ONLY

Date Received:	Received by:	Fees:	Receipt No:
----------------	--------------	-------	-------------



Standard Application – 2
Property Owner’s Authorization Form

Community Development Department – Planning Division
 125 East College Street • Covina, California 91723 • (626) 384-5450 / Fax: (626) 384-5479

List the name(s) and address(es) of all property owner(s).

1. Owner Name: JIAN LIN (aka: CHERYL LIN)
 Complete Address: 1614 ANO NEUVO DR., DIAMOND BAR, CA 91765
 Email: Chilecheryl@yahoo.com Phone: 626-486-9199

2. Owner Name: WEN XIE (aka: VIVIAN XIE)
 Complete Address: P.O. BOX 8156, ROWLAND HEIGHTS, CA 91748
 Email: vx88888@gmail.com Phone: 626-217-8088

3. Owner Name: _____
 Complete Address: _____
 Email: _____ Phone: _____

Certification Statement

This letter shall serve to notify you and certify that I/we am/are the legal owner(s) of the property described in the attached application and do hereby authorize:

Applicant’s Name: UNIDOS INC, ATT: LUIS NIEBLA Phone: 626-705-8668
 Applicant’s Complete Address: 211 N. CITRUS AVE., COVINA CA 91723 Email: luis4pvt@yahoo.com

To file and present my/our interest for the referenced application(s): A NEW CONDITIONAL USE PERMIT AND A SITE PLAN REVIEW FOR A RESTAURANT/SPORTS BAR AND A CONDITIONAL USE PERMIT FOR COCKTAILS DRINKS, FINE WINES, AND BEERS (TYPE 47).

Name (printed): _____
 Title: _____ Date: _____

Signature: _____



Standard Application – 3 Project Description Form

Community Development Department – Planning Division

125 East College Street • Covina, California 91723 • (626) 384-5450 / Fax: (626) 384-5479

The following information must be completed and submitted with new applications: (Print or type all information entered)

A. General Information

Project Address or Assessor's Parcel Number: APN: 8431-032-008
 Site Area: 7, 725 Sq. Ft. Building Area: Exist. 7, 004 Sq. Ft to 6, 806 Sq. Ft. (First Level) Building Height: 35 +/- FT. No. of Floors: 2 (1ST LEVEL ONLY)
 Total anticipated number of employees: 78 Max shift: 6 HOURS Hours of operation: _____
 Does the business involve the sale of any food or beverages? No Yes M - TH (11AM-12AM), F (11AM-2AM)
 Will the project be built in phases? No Yes If YES, a phasing plan is required to be submitted. SAT (8AM -2AM), & SUN (8AM-12AM)
 Will any permits be required from agencies other than the City (including a Hazardous Materials Business Plan)?
 No Yes If yes, list: _____
 Will the project use, store, or dispose of potentially hazardous chemicals, materials, toxic substances, flammables or explosives? No Yes If yes, describe: _____
 If any of the above answers are YES, please describe in detail on a separate sheet.

B. Existing Land Uses of the Subject and Surrounding Properties

Subject property: TCSP-5 (RETAIL AND SERVICE CORE) AND WITH IN THE TOWN CENTER SPECIFIC PLAN
 North: TCSP-5 (RETAIL AND SERVICE CORE)
 East: TCSP-5 (RETAIL AND SERVICE CORE), TCSP - 4 (MIXED-USES) , AND TCSP - 3 (INSTITUTIONAL USES)
 South: TCSP-5 (RETAIL AND SERVICE CORE)
 West: TCSP-5 (RETAIL AND SERVICE CORE) AND TCSP - 1 (HEALTH SERVICES)

C. Physical Site

Will the project modify existing natural features? No Yes If YES, please describe in detail on a separate sheet?
 Estimated cubic yards of grading involved in the project: None Cut = _____ Fill = _____
 What is the maximum height and grade of constructed slopes? NA (NO SITE WORK)

D. Archaeological/Historical

Is the project located in an area of archaeological or historical sensitivity as identified in the Covina General Plan?
 No Yes If YES, please describe in detail on a separate sheet.

E. Flora and Fauna

Describe the types of vegetation and trees in the project area: THE PROJECT SITE IS LOCATED AT THE DOWNTOWN AREA. THE MAJORITY OF THE BUILDING IS ENCOMPASSED WITH IN THE PROPERTY, THUS NO LANDSCAPE.

Number of Oak trees on the site: 0 Number of Oak trees to be removed: 0 a Tree Permit application must be obtained

Describe the types of wildlife found in the project area: THE PROJECT SITE IS LOCATED AT THE DOWNTOWN AREA OF THE CITY OF COVINA , THUS DEVELOPED.

F. Noise

Will the project increase noise levels within the project area of surrounding neighborhood?

No Yes If YES, please describe in detail on a separate sheet

Will the project increase the amount of light, vibration, dust, ash, smoke, or odors during construction or after development? No Yes If YES, please describe in detail on a separate sheet.

G. List of Attached Environmental Reports

NA (NOT REQUESTED BY CITY PLANNING)

Contact person for environmental: _____ NA _____ Phone: _____ NA _____
Environmental firm: _____ NA _____ E-mail: _____ NA _____
Mailing Address: _____ NA _____

H. Certifications

Government Code Section 65962.5 requires the Planning Division to make available to applicants the most current list of "Identified Hazardous Waste Sites" from the State Office of Planning and Research. The list is available on the web at www.dtcs.ca.gov under Mandated Web Site Postings.

All applicants must complete and sign the following statement in order for the Planning Division to deem the application complete.

"I, _____, certify that I have reviewed the list of "Identified Hazardous Waste Sites" from the Office of Planning and Research and have determined that the site that is the subject of this application is not on said list."

I hereby certify that to the best of my ability, the statements furnished above and the exhibits submitted with this application present the data and information required for this initial evaluation and that the facts, statements, and information presented are true and correct to the best of my knowledge. Furthermore, I understand that failure to provide the plans and information required may result in this application not being accepted as complete for planning and processing.

Name (printed): _____ Date: _____
Signature: _____
Representative for: _____
Title: _____



Standard Application Project Contact List

Community Development Department – Planning Division
125 East College Street • Covina, California 91723 • (626) 384-5450 / Fax: (626) 384-5479

The following information must be completed and submitted with new applications: (Print or type all information entered)

Project Location: 211 N. CITRUS AVE., COVINA, CA 91723		Staff Use Only FILE NO.:
Applicant: UNIDOS INC.		MUNIS:
Primary Contact Person: LUIS NIEBLA		RELATED FILES:
Address: 211 N. CITRUS AVE., COVINA, CA 91723		
Phone: 626-705-8668	Fax:	E-mail Address: luis4pvt@yahoo.com
Secondary Contact Person: (Please Specify Name, Company, Title)		
Address:		
Phone:	Fax:	E-mail Address:
Legal Property Owner: CITRUS INTERNATIONAL LLC., ATT: WEN XIE (AKA: VIVIAN XIE)		
Address: P.O. BOX 8156, ROWLAND HEIGHTS, CA 91748		
Phone: 626-217-8088	Fax:	E-mail Address:
Architect: DESIGNER	Contact Person: KEN KANG	
Address: 535 W. ALLEN AVE, UNIT 23, SAN DIMAS, CA 91773		
Phone: 626-374-3834	Fax:	E-mail Address: kangdesign@hotmail.com
Engineer	Contact Person:	
Address:		
Phone:	Fax:	E-mail Address:
Landscape Architect	Contact Person:	
Address:		
Phone:	Fax:	E-mail Address:

Project Description

Conditional Use Permit – Conditional Use Permit for Alcohol and a remodel of retail spaces at the first level to a restaurant use
Site plan Review

Location: 211 N. Citrus Ave.
Covina, Ca 91723

Request: Conditional Use Permit for Alcohol and a remodel of retail spaces at the first level to a restaurant use, and a Site Plan Review for the restaurant. Also, possible minor work for chase for utilities or security at the 2nd level of the existing building.

The sale and dispensing of alcohol beverages for an on-site consumption only; in conjunction with an existing Town Center Specific Plan for the proposed restaurant use. At the project site, the 1st level of the building is the proposed project area, restaurant use at the interior is 7,004 sq. ft. And we are proposing to separate the back door area from the 2nd level stairway entry and landing area, at the south west of restaurant, which makes the new total square footage at 6,806 sq. ft. The separated areas will add better control to security for the restaurant/ sports bar. We are proposing to expand the kitchen area out into the existing bar and dance floor area. The expansion of the kitchen area is 612 sq. ft. And the bar area (average taken from 39 inches from outer edge of bar counter) will be reduced from 819 sq. ft. to 302 sq. ft. The emphasis is on a food oriented business by reducing the existing entertainment/bar and dance floor area. And the existing outside dining space is 792 sq. ft., and it will have 16 tables and 52 seating. The interior has 51 tables, and 220 seating for dining creating a 50% dining area. Also, the upscale remodeled interior will have a full service bar. We will be seeking for an entertainment Permit that we will be requesting with the Covina Police Department for an annual Entertainment Permit. The changes to the façade should not affect the past easement agreements for public right of way and front façade of building.

The proposed project will be proper in relation to adjacent uses or the development of the community.

The proposed location is located at a commercially zoned and developed Town Center for professional and commercial uses with entertainment. Surrounding properties have compatible and similar uses that of the proposed. The subject property is classified as TCSP-5. The property is located to encourage business and job growth within the city and serve a convenience and service to the local businesses and residents.

General Value Theme

In accordance to the specific plan, the project will create a public place for dining and restaurant/sports bar entertainment. The Restaurant design theme is an upscale restaurant/sports bar to provide food and drink services and entertainment to families and

at night mature patrons while they enjoy an array of California Cuisine style entrées to a full line of alcohol: cocktails drinks, fine wines, and beers (Type 47) at reasonable prices.

Proposed Hours of Operation

The projected hours of operations are:

Monday	11 am-12am (for Dining)
Tuesday	11 am-12am (for Dining)
Wednesday	11 am-12am (for Dining)
Thursday	11 am- 12am (for Dining)
Friday	11 am- 2am (for Dining and possible Entertainment/Dining after 9 pm)
Saturday	8 am- 2am (for Dining and possible Entertainment/Dining after 9 pm)
Sunday	8 am- 12am (for Dining and Entertainment after 9 pm)

Storage areas for alcohol:

New walk in cooler area, the smaller of the two walk in coolers, and new liquor locker (40" X 24") next to the cooler. In addition, alcohol storage kept behind and underneath bar.

Projected Staff / Employees

In also conjunction working with the community, the project proposes to employ local residents for jobs in the establishment. We estimate to employ 78 employees to be working, and the amount of employees depending on the time and venue of the hours of operation proposed.

Type of Entertainment

The project proposes an upscale of Entertainment Venues:

Music: from the back room, ambient sound for dining only (7 days/8pm-closing)

Large flat screen TVs for sports games, 10 TVs total, and 1 TV at entry is for Restaurant Advertisement and Restaurant information, not for entertainment.

Dance floor: 11'-6½" X 18'-10½" (213 sq. ft.), used for small dancing, not a night or dance club though. The dance floor is for a Latin restaurant, small scale, dancing while dining environment. If dance floor is used, it will be used Thursday-Saturday from 8 pm to closing, and the 3 tables will be stored at the existing storage area, at the south of property, during these date and time. The area will be used for dining the rest of the regular operating hours.

Approximated 8 total for annual sporting events, only, no private parties. And outside of normal business hours, 4 will start a 7am and the other 4 will be during regular business hours.

The bussing staff will keep the facility area clean, front public right of way and back alley/parking area.

Security Features

To create a safe and enjoyable establishment, we have existing strict security measures. 10-20 HD cameras in strategic locations and in all common areas.

Dressed code will be enforced for evening venues

2-3 trained Security personnel on duty during 8pm to closing Thursday - Saturday (# of Security will increase as # of patrons increase). We are a restaurant, and we do not expect crowds like a night club. Only restaurant patrons' waiting list is expected.

We hope to create a valuable contribution to the community with jobs, full service dining, and entertainment in an enjoyable and safe atmosphere.

Parking

We are advertising to our restaurant patrons parking locations at lot 1, 3, 4, 7, and Civic Center Parking on our Website and grand opening/advertisement flyers.

Experience

We have been in the restaurant business for 28 years. Restaurants, such as West Covina and Ontario's El Pescador, currently, are examples.

ATTACHMENT B

Project Description

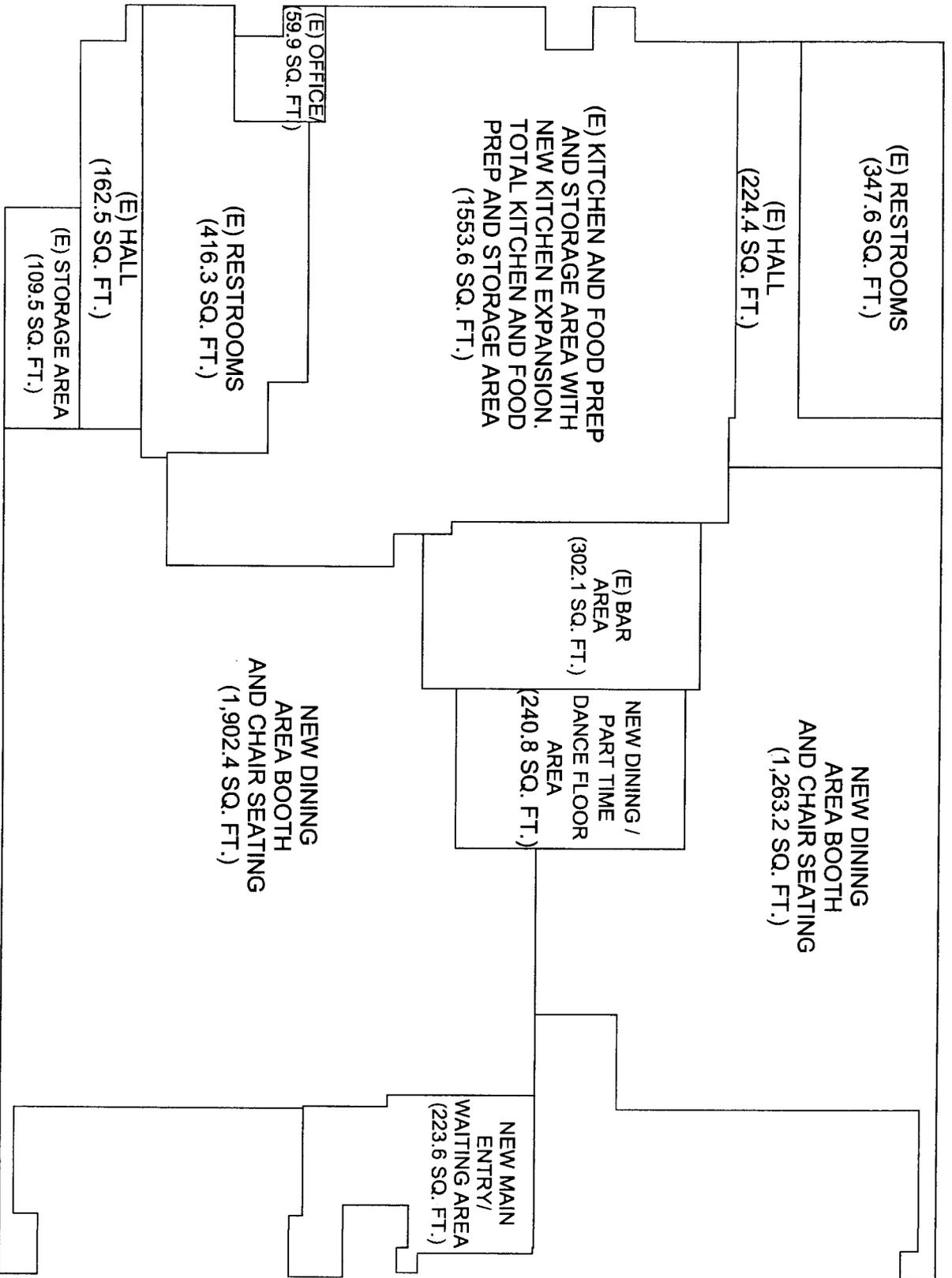
Conditional Use Permit – Conditional Use Permit for Alcohol and a remodel of retail
Site plan Review spaces at the first level to a restaurant use

Location: 211 N. Citrus Ave.
Covina, Ca 91723

Request: 8 sporting events are expected annually (i.e. when the World Cup occurs),
and we would like to open at 7am for venues like the World Cup for an
anticipated four times a year that are outside of normal business hours.

BAR	302	4.44%		
DANCE FLOOR/DINING	241	3.54%		
DINING	3,166	46.51%	3,406	50.05%
HALLWAYS	387	5.68%		
KITCHEN/FOOD PREP/FOOD STO.	1,554	22.83%		
OFFICE / EMPLOYEE LOCKER AEA	60	0.88%		
	-	0.00%		
RESTROOMS	764	11.22%		
STORAGE	110	1.61%		
RECEPTION/WAITING	224	3.29%		
TOTAL SQFT	6,806	100.00%		
			6,806	
	6,806		0	
	6,806			

11/11/2020 10:11:11 AM



TOTAL DINING AREA
GREATER THAN 50%

Project Description

**Conditional Use Permit – Conditional Use Permit for Alcohol and a remodel of retail
Site plan Review** spaces at the first level to a restaurant use

Location: 211 N. Citrus Ave.
Covina, Ca 91723

RESPONSE:

- A. 1. (a-h) are responded in the business description.
 - 2. a) 1a & 1b are shown on A2.0 floor plan, southern cooler area, adjacent liquor locker, and behind and underneath bar.
 - b) the trash dumpster and transformer belong to existing Red's restaurant only, it was installed for Red's restaurant. Noted on A1.2 transformer and trash dumpster plot plan.
 - c) B-1 50% changed and revised to meet percentage requirements, shown on A2.0 and A1.0 square footage diagram. The percentage is 50.05%.
 - d) Existing grease interceptor indicated on A2.0 near northern restroom hall area.
- B. 1. A2.0 floor plan revised meeting the 50% requirement.
The percentage is 50.05%.

If you have any questions, please feel free to contact me.

Thank you, Ken Kang

Cell: 626.374.3834

Email: kangdesign@hotmail.com

MK Design

535 W. Allen Ave., Unit 23

San Dimas, CA 91773

RESOLUTION NO. 15-7427

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, VOIDING AND REVOKING CONDITIONAL USE PERMIT NO. 11-006 AUTHORIZING A RESTAURANT WITH OUTSIDE DINING WITH ALCOHOL AND ENTERTAINMENT LOCATED UPON REAL PROPERTY AT 211 NORTH CITRUS AVENUE, COVINA; APPLICANT: JP UNITED, LLC AND TEMPORARILY STAYING SAID REVOCATION OF CONDITIONAL USE PERMIT NO. 11-006 TO ALLOW PERMITTEE THE OPPORTUNITY TO APPLY FOR A CONDITIONAL USE PERMIT MODIFICATION

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

SECTION 1. RECITALS. This Resolution is adopted with respect to the following facts and purposes:

- A. Covina Municipal Code Section 17.62.170 provides that the City Council may by resolution, upon notice and a hearing, void any conditional use permit for noncompliance with the conditions set forth in granting the conditional use permit;
- B. On September 8, 2015, the City of Covina (“City”) staff notified the applicant (“JP United, LLC”) and the owner of the real property at 211 North Citrus Avenue, Covina (“Citrus International, LLC”) in writing of the public hearing to consider voiding (“revoking”) Conditional Use Permit No. 11-006 (“CUP”), which authorized a restaurant with outside dining with alcohol and entertainment located upon the real property at 211 Citrus Avenue, Covina, California (“subject property” or “site”), for non-compliance with conditions of approval of the CUP, non-compliance with conditions of approval with the corresponding Dance and Entertainment Permit (“D&E Permit”), and violations of the Covina Municipal Code and other applicable laws and regulations; and
- C. On September 10, 2015, a Notice of Public Hearing regarding the proposed CUP revocation was published in the San Gabriel Valley Examiner; and
- D. On September 24, 2015, a Notice of Public Hearing regarding the Proposed CUP revocation was mailed to all property owners within 300 feet of the subject property; and
- E. On September 24, 2015, a Notice of Public Hearing regarding the Proposed CUP Revocation was posted at Covina City Hall (located at 125 East College Street, Covina, California) and at the Covina Public Library (located at 234 North Second Avenue, Covina, California); and
- F. All requisite notices of public hearing were duly given, issued, mailed, and posted in the time, form, and manner as required by law; and

G. On October 6, 2015, the City Council of the City of Covina conducted a duly noticed public hearing to consider revoking the CUP and concluded and closed said hearing on that date; and

H. During the course of said public hearing, the City Council considered testimony of City staff, representatives of the applicant and owner of the subject property, and the public, as well as all written evidence submitted to the City Council for purposes of the public hearing; and

I. At the conclusion of the public hearing, the City Council determined, based upon the evidence presented at the public hearing, that there have been repeated instances of non-compliance with the condition of approval of the CUP that were detrimental to and threatened the health, safety, and welfare of the public and that justify voiding (“revoking”) the CUP.

SECTION 2. FINDINGS. Based upon the evidence (written, oral, or otherwise) presented at the public hearing of October 6, 2015, and the recitals set forth hereinabove, each of which is incorporated herein by reference, the City Council does hereby find, determine, and resolve that the following findings exist to jointly and severally support voiding the CUP:

- A. All facts stated in the Recitals of this Resolution are true and correct.
- B. On September 3, 2013, the Covina Police Department issued correspondence to JP United, LLC dba R.E.D. (the “applicant”) informing the applicant that on August 30, 2013, the Police Department confirmed that R.E.D. had an insufficient number of on-duty security guards posted at the site in violation of the approved conditions of its D&E Permit. The correspondence also addressed an unapproved form of entertainment (“burlesque”) advertised at the business establishment.
- C. On May 19, 2014, the Covina Police Department issued correspondence to JP United, LLC dba R.E.D. informing the applicant that on that same date, the Covina Police Department confirmed that R.E.D. was operating after 2:00 a.m., in violation of its D&E Permit (“D&E Permit”).
- D. On June 9, 2014, the Covina Police Department issued correspondence to JP United, LLC dba R.E.D. (the applicant) informing the applicant that the Police Department had reason to believe that R.E.D. was once again failing to adhere to the applicable conditions of the D&E Permit pertaining to security guards.
- E. On July 10, 2014, the Covina Police Department and the Office of the City’s Code Enforcement Attorney/Prosecutor met with Everett Ramos (a representative of JP United, LLC and an operator of R.E.D.) to discuss compliance with the conditions of JP United, LLC’s CUP and D&E Permit – and JP United, LLC’s ability to seek a modification of its CUP if it felt that R.E.D. could no longer adhere to the conditions of approval of the CUP;

- F. On July 15, 2014, the Office of the City's Code Enforcement Attorney/Prosecutor issued correspondence to JP United, LLC discussing the results of the July 10th meeting – including the violations that were confirmed by City Staff and/or the Police Department, or that were otherwise admitted to by JP United, LLC;

- G. On February 25, 2015, representatives of JP United, LLC dba R.E.D. met with officials of the Covina Police Department to discuss activities and conditions that had occurred at R.E.D. that constituted violations of its CUP and D&E Permit, as well as that constituted public nuisances that threatened and/or were otherwise detrimental to the public health, safety, and welfare – including, but not limited to:
 - 1) Sale of alcohol to obviously intoxicated persons on February 13, 2015, February 14, 2015, February 20, 2015, and February 22, 2015;

 - 2) Changes that R.E.D. had instituted to the procedures approved by the Covina Police Department (in accordance with the CUP and D&E Permit) for the queuing of patrons without prior approval – including, but not limited to, failing to have required security to monitor the queue and allowing the queue to obstruct the pedestrians' path of travel on the public sidewalk;

 - 3) Unauthorized changes in the approved use and approved site plan including, but not limited to:
 - i. Creation of a second area (under the stairs) for a DJ – other than the designated and approved stage;

 - ii. Expansion of dancing area (by removal of tables and chairs);

 - iii. Installation of glass partitions and locking doors between the north and south portion of the business establishment;

 - iv. Providing entertainment after 1:00 a.m. and the continuation of business operations (including serving patrons) after 2:00 a.m., as prohibited by conditions of approval of the CUP and D&E Permit

 - 4) Unapproved use of the stage by allowing non-performers to be on the stage while a DJ was performing;

 - 5) Excessive noise disturbances emanating from the subject property resulting in disturbances of the peace;

 - 6) Failing to install and maintain an approved video security system and ensuring the preservation of the recordings thereof for a period of not less than ten (10) business days;

- H. On March 3, 2015, City staff conducted an inspection of the subject property with the consent of JP United, LLC, and determined that numerous conditions (as subsequently set forth in the Notice of Administrative Investigation issued to JP United, LLC on July 28, 2015) were non-compliant with the approved conditions of its CUP and D&E Permit.
- I. On July 28, 2015, the Covina Police Department issued a written Notice of Administrative Investigation to JP United, LLC dba R.E.D. informing the applicant that the Police Department was conducting an administrative investigation pertaining to JP United, LLC's application to renew its D&E Permit, as well as alleged violations of the then existing D&E Permit and Conditional Use Permit Application No. 11-006. The Notice of Administrative Investigation reiterated the unpermitted conditions and activities discussed during the meeting that occurred on February 25, 2015 and confirmed during the inspection on March 3, 2015. The Notice of Administrative Investigation also requested copies of records which reflect separately the gross sale of food and the gross sale of alcoholic beverages at RED for each month for the period of time between January 1, 2014 and July 28, 2015, as requested by the Covina Police Department to ensure compliance with the CUP and the D&E Permit, as well as other applicable laws and regulations.
- J. On August 19, 2015, City staff conducted an inspection of the subject property with the consent of JP United, LLC, to ascertain whether unapproved conditions previously observed at the March 3, 2015 inspection were still present at the subject property and whether any other conditions not authorized by the CUP were present. City staff confirmed in an Inspection Report that the:
- 1) Dance floor was expanded without approval of a revised CUP and a revised D&E Permit;
 - 2) The platform and lounge seating was completed without approval of a revised CUP, a revised D&E Permit or building permits;
 - 3) The stage area was altered without approval of a revised CUP, a revised D&E Permit and building permits;
 - 4) Construction of glass partitions and locking doors were completed without approval of a revised CUP, a revised D&E Permit and building permits;
 - 5) A disk jockey area was constructed under the staircase without approval of a revised CUP, a revised D&E Permit and building permits;
 - 6) An additional dance floor was installed without approval of a revised CUP or a revised D&E Permit.

SECTION 3. VIOLATIONS AND NONCOMPLIANCE. Based upon the findings of fact set forth in Sections 1 and 2 above, as well as the evidence (documentary, testimonial, and/or otherwise) presented at the public hearing of October 6, 2015, each of which is incorporated herein by reference, the City Council does hereby further find, determine, and declare that the applicant repeatedly failed to comply with conditions of approval as set forth in the CUP, the D&E Permit, ABC license for R.E.D., and other applicable laws and regulations, and that the use of the site for a restaurant with outside dining with alcohol and entertainment constitutes a public nuisance that threatens or otherwise is detrimental to the public health, safety, and welfare. Such specific violations and instances of non-compliance include:

A. Violation of CUP Conditions 2.16.8, 2.16.19, 2.16.31, 2.22, 2.25, and 2.37; violation of D&E Conditions 2, 3, 4, 8, 9, 10, 11, 12, 13, 24, 25; violation of Covina Building Code Section 105.1; and violation of Covina Municipal Code 8.40.030.B; 8.40.030.F; 8.40.030.G as follows:

- 1) The business establishment has been remodeled, improved, altered, or otherwise operated in contradiction to the approved plans on file with the City, all representations of record made by the applicant/permittee throughout the CUP process, and the Covina Municipal Code. Such unauthorized alterations and improvements include, but are not limited to:
 - i. Expansion of the dance floor (by removal of tables and chairs);
 - ii. Replacement of tables and chairs with platform lounge seating;
 - iii. Installation of seating on the stage area;
 - iv. Glass partitions and locking doors have been installed between the north and south portions of the restaurant;
 - v. Change of use of area below a stairwell from storage to DJ area;
 - vi. Installation of additional dance floor (in northern portion of establishment);
 - vii. The removal of a partition wall located in the northern portion of the establishment;
 - viii. The occurrence and allowance of dancing in areas other than the approved dance floor;
 - ix. The allowance of persons other than “Approved Performers” have on the stage;
 - x. The queuing of patrons in violation of the queuing procedures approved by the Covina Police Department; and,

- xi. The use of a room on the second floor as an extension of R.E.D. for a banquet room, including the service of food and alcoholic beverages.
- B. Violation of CUP Conditions 2.16.1, 2.16.2, 2.16.3, 2.16.4, 2.16.5, and violation of D&E Conditions 1(d) and 1(e) as follows:
 - 1) R.E.D. provided entertainment after 1:00 a.m., served alcoholic beverages after 1:30 a.m., and continued operating after 2:00 a.m.;
- C. Violation of CUP Conditions 2.16.9, 2.16.23, 2.16.24; and violation of D&E Conditions 15, 16, 17, 18, 19, 20 as follows:
 - 1) The owners, operators, and/or managers failed to fully cooperate with all police investigations – including, but not limited to, failing to maintain an approved video security system and ensure the preservation of the recordings thereof for a period of not less than ten (10) business days.
 - 2) The owners, operators, and/or managers also failed to provide copies of records which reflect separately the gross sale of food and the gross sale of alcoholic beverages at RED for each month for the period of time between January 1, 2014 and July 28, 2015, as requested by the Covina Police Department to ensure compliance with the CUP and the D&E Permit, as well as other applicable laws and regulations.
- D. Violation of CUP Conditions 2.16.11, 2.16.12, 2.16.13, 2.16.15, 2.16.16, 2.25; D&E Conditions 15, 20, 25; California Health & Safety Code Section 11352(a); and Covina Municipal Code 8.40.030.D as follows:
 - 1) The owner or operator failed to utilize security guards that were duly licensed by the State of California and remained in good standing throughout their time of employment.
 - 2) The business establishment did not always provide the required number of security guards at the premises;
 - 3) The security guards were allowed to provide services while not in approved uniforms.
 - 4) On three (3) separate occasions, a security guard sold controlled substances to patrons while on duty at the premises – resulting in (i) the revocation of the Covina Private Patrol Operator’s Permit for Executive Sentry Services; (ii) the criminal conviction of the unlicensed security guard for a violation of California Health & Safety Code Section 11352(a) [“Sale of Controlled Substance (to wit, cocaine)”]; and (iii) the placement of the ABC license-holder on probation for a period of thirty-six (36)

months by ABC – with an actual suspension of the ABC license for a period of twenty (20) days.

- E. Violation of CUP Condition 2.16.28 and 2.25; and violation of D&E Condition 25 as follows:
 - 1) Instances of persons allowed inside the establishment in excess of the approved occupancy load.

- F. Violation of CUP Conditions 2.16.31 and 2.25; violation of D&E Conditions 23 and 25; and violation of Covina Municipal Code Sections 8.40.030.A.39 and 8.40.030.E as follows:
 - 1) Excessive instances of fights involving patrons of the site (both inside and outside of the business establishment), intoxicated patrons, excessive and/or loud noise disturbances, and other general disturbances of the peace resulting in multiple responses by the Covina Police Department.

- G. Violation of CUP Conditions 2.8, 2.16.8, 2.16.9, 2.21, and 2.25 as follows:
 - 1) On a regular basis, and typically after 10:00 p.m., R.E.D. (the previous business operator) changed its use from a restaurant with ancillary entertainment and alcohol service (consistent with its Type 47 ABC license) to a nightclub and bar use which focused more on alcohol service and entertainment than food and dining service. This was evidenced by significantly decreased food service after 10:00 p.m., removal of tables and chairs used for dining service in order to provide an expanded dancing and entertainment area, advertisements that focused more on alcohol service and entertainment than food and dining service, and statements by R.E.D.'s operators admitting to these changes in operation.

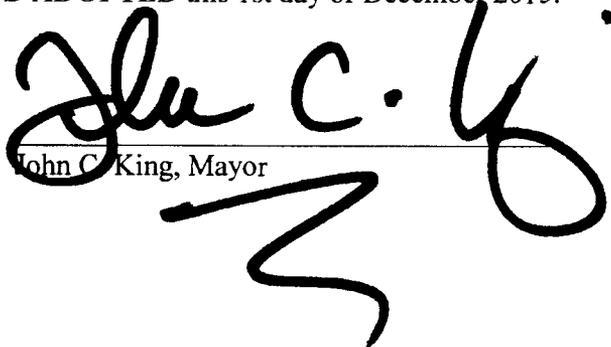
SECTION 4. REVOCATION. Based on the foregoing and the evidence in the record, the City Council hereby finds that the applicant has violated multiple provisions of the Covina Municipal Code and numerous conditions of approval to the CUP and hereby voids (“revokes”) Conditional Use Permit No. 11-006. Furthermore, the City Council hereby finds that each finding set forth hereinabove is alone sufficient to support voiding Conditional Use Permit No. 11-006, and that it would have determined to void Conditional Use Permit No. 11-006 upon such finding alone regardless of the existence of any other finding.

SECTION 5. TEMPORARY STAY. Notwithstanding Section 4 of this Resolution, the City Council hereby temporarily stays the revocation of the CUP until January 26, 2016, to allow the applicant the opportunity to apply for modifications to the CUP to address the violations and noncompliance and the issues related to the use of the property that gave rise to the CUP revocation proceeding. In the event the Planning Commission has not approved a modification to the applicant’s CUP by January 26, 2016, this stay on the revocation of the CUP shall be automatically lifted, and the revocation will be effective immediately on January 27, 2016, in which case the privileges granted by the CUP shall be of no further force or effect and

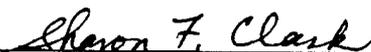
no person shall cause, permit, allow, or suffer the use of the subject property for a restaurant with outside dining with alcohol and entertainment without first obtaining all requisite City approvals, permits, licenses, and inspections.

SECTION 6. The City Clerk shall certify to the passage and adoption of this Resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 1st day of December 2015.


John C. King, Mayor

ATTEST:


Sharon F. Clark, Chief Deputy City Clerk

APPROVED AS TO FORM:

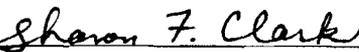

Candice K. Lee, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, hereby CERTIFY that Resolution No. 15-7427 was duly adopted by the City Council of the City of Covina at a REGULAR meeting held on the 1st day of December, 2015, by the following vote:

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

Dated: December 2, 2015



SHARON F. CLARK, Chief Deputy City Clerk



FIRST LEVEL RESTAURANT PLAN

SCALE 1" = 10'

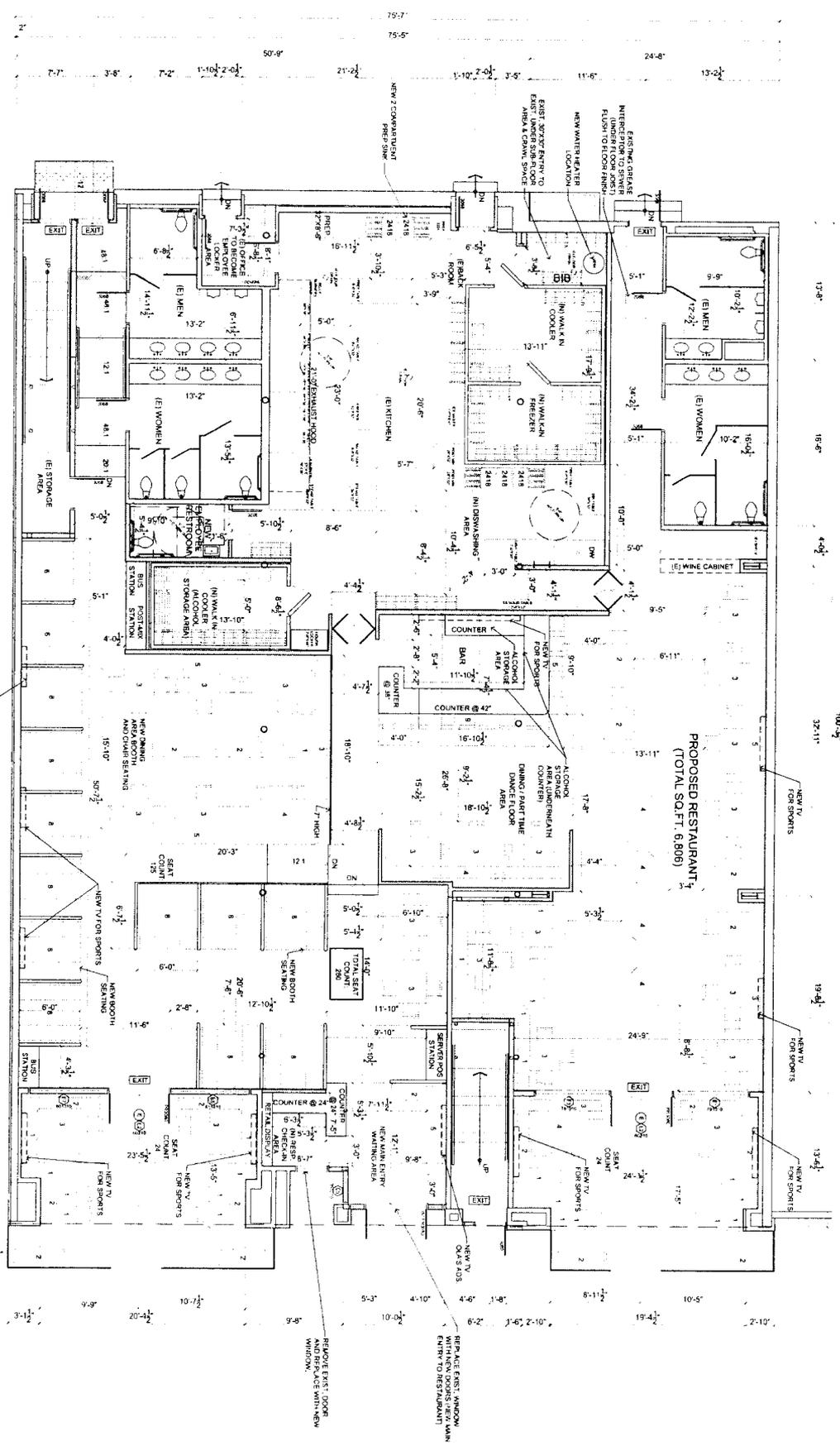
WALL LEGEND

1

MK Design
 330 W ALLEWAY
 SAN DIMAS CA 91773

201

OLA RESTAURANT / BAR
 211 N. CITRUS AVE.
 COVINA, CA 91723



A2.0

1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16



1 EAST - FRONT ELEVATION

SCALE: 3/16" = 1'-0"

2 WEST - REAR ELEVATION

SCALE: 3/16" = 1'-0"

ELEVATION NOTES

1. SHOW ALL ROOF STRUCTURE.
2. ALL EXTERIOR WALLS, ROOFING, AND OTHER EXTERIOR FINISHES SHALL BE IN ACCORDANCE WITH THE 2018 CALIFORNIA BUILDING CODE (CBC) AND THE 2018 CALIFORNIA MECHANICAL, ELECTRICAL, AND PLUMBING (MEP) CODES.
3. ALL EXTERIOR WALLS SHALL BE FINISHED WITH STUCCO UNLESS OTHERWISE NOTED.
4. EXTERIOR LIGHTING SHALL BE IN ACCORDANCE WITH THE 2018 CALIFORNIA ELECTRICAL CODE (CEC).
5. ALL EXTERIOR DOORS AND WINDOWS SHALL BE IN ACCORDANCE WITH THE 2018 CALIFORNIA BUILDING CODE (CBC).
6. ALL EXTERIOR FINISHES SHALL BE IN ACCORDANCE WITH THE 2018 CALIFORNIA BUILDING CODE (CBC).

NOTE
 IN GENERAL, WINDOW
 EXTENSION SHALL BE
 EXTERIOR FINISH

RESOLUTION NO. 2016-025 PC

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COVINA, CALIFORNIA APPROVING A SITE PLAN REVIEW, (SPR) 16-012, AND A CONDITIONAL USE PERMIT, (CUP) 16-009, FOR A NEW SIT-DOWN EATING ESTABLISHMENT OFFERING GENERAL ALCOHOL (TYPE 47 ABC LICENSE), LOCATED ON THE GROUND-FLOOR LEVEL OF THE BUILDING LOCATED AT 211 NORTH CITRUS AVENUE (APN: 8431-032-008)

WHEREAS, Luis Niebla, the Applicant has filed a Site Plan Review (SPR) 16-012 and a Conditional Use Permit (CUP) 16-009 applications, for a new sit-down eating establishment offering general alcohol (Type 47 ABC License) on the ground-floor level of the building located at 211 North Citrus Avenue, Covina, California, 91723; and

WHEREAS, on September 13, 2016, the Planning Commission conducted a duly noticed public hearing, at which time oral and written evidence along with a written recommendation from the Planning Division was presented to the Planning Commission. The Planning Commission concluded said hearing on that date.

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

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

SECTION 2. Based upon the entire record made available at the September 13, 2016 public hearing, the staff report, the oral presentation, and related documents submitted to the Planning Commission prior to and at the public hearing, the Planning Commission hereby finds and determines as follows:

a. Conditional Use Permit

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

Facts: Development service staff assesses all applications in the City for the suitability of the space and its proposed uses. Restaurants for example are reviewed for the location of kitchens, sinks, storage, loading spaces, grease traps, hood vents and among others to ensure that they are operating as stated. Applications for special events such as car shows, fundraisers, and carnivals are scrutinized at the minimum for their provisions for clear and safe path of access, emergency access, implementation of appropriate safety measures, proof of insurance, and identification of possible conflicting events. The project site totals 7,725 square

feet in land area and developed with a 2-story building dated around 1900's. In 2008, the building underwent major exterior renovation that included a \$20,000 financial assistance from the City through the Façade Rebate Program Funds. In 2011, the prior businesses RED has made interior improvements to the ground floor to house a restaurant, and bar. The prior business RED have operated within the ground floor tenant space without requiring significant additional accommodation for yards, spaces, walls and fences, parking, loading, and landscaping sit-down restaurant and bar.

The proposed Ola Sports Bar and Grill is to occupy the existing vacant tenant space for a sit-down restaurant, outdoor dining, and bar. It would occupy the location that is already provided with the necessary equipment and services to operate a sit-down restaurant such as kitchen, storage, restrooms, grease traps, loading areas, and dishwashing area. Additionally, it has the sufficient area for refrigerators, bus stations, several registers, and waiting areas. The outdoor dining area already exists with an iron-wrought enclosure, and no expansion of the physical area is being proposed. Except for any live entertainment and dancing, the TV screens, ambient music, and the sports-related events proposed by the applicant pursuant to an Entertainment Permit can be sufficiently accommodated within the tenant space. The Chief of Police reviews the Entertainment Permit approval requests on a case-by-case for the suitability of these short-term events to be accommodated on-site, and the Chief can impose conditions, or deny the permit based on the outcome of that assessment.

Live entertainment and dancing would change the nature of the use from primarily that of a restaurant into an entertainment venue.

On the submitted application, the applicant claims that the business also operates El Pescador restaurants in Ontario and West Covina, although staff has not been able to verify this claim. The location in Ontario is a stand-alone building on a street corner surrounded by a parking area. The closest buildings are across the street. The West Covina location with similar proposed hours (11:00 a.m. to 11:00 p.m. per the mall website) is inside one of the out buildings on the south side of Plaza West Covina, one of the region's largest shopping malls. The downtown urban context of the project site requires an assessment of impacts based on the physical limitations of the spaces, and how the proposed uses would impact the use of any spaces by other businesses or by the City.

Downtown Covina is a unique place situated at the geographic center of the San Gabriel Valley. Downtown's available tenant spaces are geared towards appropriately-scaled uses and associated activities as envisioned in the Town Center Specific Plan, and current economic development strategies. The distinction provided by Downtown Covina for businesses is the ability for them to capture consumers attracted by a small-town ambiance provided by historical buildings and the small scale "mom-and-pop" establishments. The spaces—whether tenant spaces, outdoor areas, and parking areas—available in Downtown Covina are

suitable for low-impact businesses consistent with its historic character as the commercial heart of a small citrus-growing town. Based on the City's experience with a permitted night club venue as described in the staff report when referring to RED, but also as experienced with 3 Vinos and Rude Dog Bar and Grill, City staff assessed any future similar applications for the suitability of existing physical spaces knowing that the activities necessary to operate a successful alcohol serving late-night venue have an outsized impact on infrastructure and spaces.

The transition of a restaurant into an entertainment venue at night would necessitate frequent reconfiguration of interior tenant space to accommodate performers, dancers and audiences. Nighttime activities would require additional spaces for storage of potentially up to 200 tables and seats, storage for dancing and entertainment props such as stage, and audio equipment that may not be accommodated within the tenant space. In addition, the equipment and personnel to make any transition would also affect the space. Since the kitchen area and restrooms cannot be used for storage, the potential area to accommodate the operations of a live entertainment and dancing substantially shrinks and renders the tenant space unsuitable as a late-night entertainment venue with alcohol. The Municipal Code establishes minimum loading and parking requirements for restaurant uses in Downtown that have been useful for the City to gauge anticipated demand. The anticipated parking demands for late night entertainment are unpredictable, and could lead to an unforeseen reduction in availability of parking spaces to other Downtown businesses and their patrons. A distinct set of loading space and locations may also be involved to accommodate tour buses, and performance groups.

Additional and significant measures to provide security are required for any nighttime entertainment venue. The security plan provided by the applicant is for a restaurant, and therefore, substantially inadequate for a nightclub use. Adequate security that would inevitably affect the outdoor area includes the implementation of crowd monitoring outside the sports bar such as 'velvet ropes' or other line control barriers. Crowds could easily spill onto the exterior areas of the adjacent tenant spaces to the detriment of those that remain open, or to future businesses that may prefer to open at night. Whenever the service of alcohol (Type 47 allows for 'hard' liquor and spirits) accompanies late-night entertainment, intoxication and associated public disturbances is expected to put additional burdens on the spaces used by surrounding businesses and public property. All the activities that City staff have known to be part of a nightclub operation including the transition are occurring simultaneously late at night along with other nightclubs in the vicinity, and it strains various City resources, particularly the Police and Fire Departments who remain the only city staff present at those hours to ensure that all spaces in the city can be used safely. In order to make the Finding of Fact No. 1, the Planning Commission adopts Resolution No.16-025 to allow alcohol service within a bonafide eating establishment and outdoor dining area with conditions to specifically prohibit live entertainment and dancing.

2. That the use will have no adverse effects on the abutting properties.

Facts: The proposed use will occupy the ground floor of a two-story building. The second story of the building is occupied by day-time offices. The project parcel is mid-block with abutting properties to the north (219-221 N. Citrus Avenue) and to the south (201 N. Citrus Avenue). There are no setbacks between buildings and parcels. Even non-abutting properties are relative close to the subject site with the uses across the street from Citrus Avenue at 73 feet from the building exterior, and 60 feet from the exterior dining area of Casa Moreno.

The Planning Commission has reviewed and approved other alcohol license types, with the conditions of approval that are tailored to the known and expected adverse impact presented by each license type. The known adverse effect of the high alcohol content permitted to be served under liquor licenses include public drunkenness, nuisance, violence, disturbances to peace, drunk driving, and other alcohol-induced injuries and/or deaths. The consideration of the appropriate conditions of approval is always balanced with the stated economic development goals and policies of the City to diversify dining uses, especially within its downtown. The city's permitting process have been modified over the years to allow a much more vibrant downtown while simultaneously tightening the scrutiny of associated alcohol uses. With the conditions of approval, the CUP would allow a sports bar and grill to occupy a vacant tenant space near the heart of downtown. When operating simultaneously during reasonable dining hours, restaurants with approved Type 47 ABC license can create the environment that is suitable for a downtown setting. Per ABC records, the City has 15 Type 47 ABC licenses. For the proposed Type 47 alcohol service, staff is proposing several conditions to address adverse effects on abutting property. In addition to no live entertainment and dancing, these conditions include:

- Hours of operation limited to midnight on any day with the condition that indoor dining remain open and the bar provide full menu service.
- Alcohol service to stop 45 minutes prior to any closing time, and the requirement to maintain any areas clear of alcohol bottles and glasses.
- Specific to the Type 47 ABC license, prohibition on bottle service for 25% ABV drinks, and the serving of "beer buckets".
- Audit of records to show and prove to the city that food sales exceed that of alcohol sales.

In addition to all of these and other related conditions are requirements found in the Municipal Code that restrict liquor operations, particularly the one mentioned here, Chapter 17.62 regarding liquor establishments in the City.

As stated in the Facts of Finding No. 1, the live entertainment and dance use have an immediate adverse effect on the availability and enjoyment of spaces by the neighboring businesses. Additional adverse effect to neighboring properties of the nighttime live entertainment and dancing uses with alcohol has been extensively

documented in downtown, and throughout the country. The Police Department and relevant development services anticipated much of the impact of the proposed RED nightclub and conditioned the project appropriately. As a result of the appeal of the CUP by neighboring 3 Vinos, several more conditions were imposed to address impacts. If the CUP is approved as nightclub use, then Findings of Fact #2 cannot be made since the nightclub will have an adverse effect on abutting property or the permitted use thereof. The following are known adverse effects of nightclubs in the City, in addition to the stated adverse impact of liquor licenses in general:

Unpermitted entertainment (burlesque), exceeding approved hours of operations, inadequate number security personnel, employment of unlicensed security personnel, expansion of dancing area, addition of unpermitted entertainment area, excessive noise, replacement of dining tables and chairs with lounging furniture, sale of controlled substances, employment of unlicensed security guards, excessive instances of fights involving patrons, intoxicated patrons, excessive noise, and multiple instances of disturbance of peace as documented by the Covina Police Department.

The surrounding businesses include existing restaurants that serve alcohol in downtown Covina. To ensure the proposed alcohol service will operate in a manner compatible with surrounding uses in the vicinity, the live entertainment and dancing part of the proposed use shall be prohibited. With the condition of prohibiting live entertainment and dancing use, the adverse effect on abutting property will be minimized. In order to make the Finding of Fact No. 2, the Planning Commission adopts Resolution No.16-025 to allow alcohol service within a bonafide eating establishment and outdoor dining area with conditions to specifically prohibit live entertainment and dancing.

3. That the approval of such application shall be made subject to conditions of approval deemed necessary to ensure the protection of adjacent property and the public health, safety and general welfare.

Fact: The proposed conditions of approval were drafted through months-long collaboration between City staff composed of the representatives of the departments of Police, Planning, and the City's Attorney's office. The applicant has been provided the opportunity through City-staff attended meetings to modify the CUP application to remove the components of the nightclub use in order to make the Findings of Facts to approve the Type 47 CUP request. The conditions of approval as proposed sufficiently address the operations of a bona fide eating establishment to provide a Type 47 alcohol service, and ensure the protection of adjacent property and the public health, safety, and general welfare.

Findings of Facts #1 outline the general issue that Downtown Covina does not have the requisite infrastructure and resources that would comprehensively protect the public, and encourage nighttime uses. Staff experience with RED night club and with other downtown nightclubs, leads to the conclusion that conditions of approval

imposed on a single applicant cannot adequately address the known adverse effects of nightclubs on adjacent properties.

4. That the conditions stated in the decision are deemed necessary to protect the public health, safety and general welfare. Such conditions may include:
 1. Regulation of use,
 2. Special yards, spaces and buffers,
 3. Fences and walls,
 4. Surfacing of parking areas subject to city specifications,
 5. Requiring street, service road or alley dedications and improvements or appropriate bonds,
 6. Regulation of points of vehicular ingress and egress,
 7. Regulation of signs,
 8. Requiring landscaping and maintenance thereof,
 9. Requiring maintenance of the grounds,
 10. Regulation of noise, vibration, odors, etc.,
 11. Regulation of time for certain activities,
 12. Time period within which the proposed use shall be developed,
 13. Duration of use,
 14. And such other conditions as will make possible the development of the city in an orderly and efficient manner and conformity with the intent and purposes set forth in this title.

The proposed conditions of approval are necessary to protect the public health, safety and general welfare. It is also necessary in order for the application to be consistent with Chapter 17.62.06(B) of the CMC prohibiting the on-site sale of liquor (the bar) within 700 feet of another establishment with on-site sale of liquor unless it is associated with a bona fide eating establishment, and to make the other Findings of Facts as required for the approval of the CUP. The conditions are imposed on the relevant and applicable topics to address known issues. These conditions primarily are on the use, time, duration of use, and nuisance, however, all other topics were analyzed to ensure that the conditions have addressed have broad range of topics that the project might affect.

b. Site Plan Review

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

Facts: The site improvements under consideration herein, the key elements of which would be structure size/location, vehicle accessibility, parking areas, and

landscaping, would meet the development standards of the TSCP-5 zone and other provisions of the Covina Municipal Code (CMC).

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

Facts: Two (2) streets, Citrus Avenue and College Street, and a rear alley provide access to the applicants' business. Both streets and alley should be sufficient to handle traffic generated by the proposal. Of the issues raised by the operations of RED, traffic volume was of minimal concern. According to the "Downtown Pedestrian and Bicycle Planning Study" prepared by Advantec Consulting Engineers in September, 2011, existing Intersection LOS results for the intersection of Citrus Avenue and College Street indicated the AM Peak Hour, Midday Peak Hour and PM Peak Hour, Level of Service as "A" (Excellent. No vehicle wait is longer than one red light, and no approach phase is fully used). The proposed use will be located on a building that abuts North Citrus Avenue and an alley. The use is personal in nature and the activities will not generate additional traffic impacts that would impact roadways.

To reduce the intoxicated driving conditions of approval are proposed to require the posting of taxicab phone numbers, and posted directions and location of taxicab waiting areas and car sharing spaces within the vicinity. The establishment will also be conditioned to never serve obviously intoxicated patrons.

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

Facts: The project would comply with the goals, policies, and objects of both the General Plan and the Covina Design Guidelines. This will be achieved through the implementation of certain Conditions of Approval regarding limits on permitted uses and activities, and the requirement for any exterior work to comply with the Covina Zoning Code and Design Guidelines.

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

Facts: The design of the proposed overall project is generally attractive, functional, and well integrated—or, harmonious, consistent, and complete within itself. Upon approval of the proposed conditions, the proposed project would be functionally and visually compatible with other commercial developments within the immediate vicinity.

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

Facts: Upon approval of the proposed conditions, the proposed exterior physical remodel and tenant improvements would not have an impact on the desirability and stability of the neighborhood and community.

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

Facts: New exterior lighting is not being proposed. If exterior new lighting is proposed, it shall be required to comply with the design-related provisions of the Zoning Code and the Design Guidelines. A detailed lighting plan must be submitted to ensure compliance with applicable safety and security requirements.

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

Facts: Any new or modified signage will be reviewed separately for compliance with applicable requirements.

SECTION 3. The Planning Commission, based on its own independent judgement, has determined that the project is categorically exempt from the detailed review-related requirements of the California Environmental Quality Act (CEQA). Under Section 15301(a) of the California Environmental Quality Act (CEQA) Guidelines, the Planning staff has determined that the project proposal is categorically exempt from environmental review. This CEQA Section appertains to permitted, minor alterations of existing structures that involve negligible or no expansion of a use beyond that existing at the time of a lead agency's original determination. The staff finds that there is no substantial evidence that the project will have a significant effect on the environment.

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

- a. The Conditional Use Permit, CUP 16-009, is hereby approved, subject to the Conditions of Approval set forth in the written record before the Commission incorporated here and attached hereto as Exhibit "A."
- b. The Site Plan Review, SPR 16-012, is hereby approved, subject to the Conditions of Approval set forth in the written record before the Commission incorporated here and attached hereto as Exhibit "A."
- c. The Secretary of the Planning Commission is directed to serve, by first-class mail, written notice of this decision to the Applicant within five (5) days.

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

PASSED, APPROVED, AND ADOPTED by the members of the Planning Commission of the City of Covina at a regular meeting thereof held on the 13th day of September 2016.

CHAIRMAN CHARLES HODAPP
CITY OF COVINA PLANNING COMMISSION

I hereby certify that the foregoing is a true copy of a resolution adopted by the Planning Commission of the City of Covina at a regular meeting thereof held on the 13th day of September 2016, by the following vote of the Planning Commission:

AYES:
NOES:
ABSENT:
ABSTAIN:

COVINA PLANNING COMMISSION SECRETARY

EXHIBIT A
RESOLUTION NO. 2016-025 PC AND CONDITIONS OF APPROVAL FOR
SITE PLAN REVIEW (SPR) 16-012 AND CONDITIONAL USE PERMIT (CUP) 16-009
AS RECOMMENDED FOR APPROVAL TO THE PLANNING COMMISSION ON
SEPTEMBER 13, 2016
APN: 8431-032-008

CONDITIONS OF APPROVAL

Development Applications:

1. Resolution No 2016-025 PC, approving SPR 16-012 and CUP 16-009 tenant improvements for a new sit-down bona-fide eating establishment offering general alcohol (Type 47 ABC License) on the ground-floor level of the building located at 211 North Citrus Avenue.
-

ALL OF THE FOLLOWING CONDITIONS APPLY TO THE PROJECT

A. TIME LIMITS:

1. **Conditional Use Permit (CUP) 16-009 and Site Plan Review (SPR) 16-012:** The approvals shall expire one year from the date of application approvals by the Planning Commission if the approved use has not commenced. The use shall be considered to have commenced, when, after meeting all applicable requirements of the conditions of approval and the relevant codes, a valid building permit has been issued by City of Covina to perform the tenant improvements for the dining area proposed under CUP 16-009 and SPR 16-012.

B. PERMITTED AND UNPERMITTED USES AND ACTIVITIES:

1. No dancing or live entertainment is allowed within the establishment. All other activities subject to Chapter 5.28 (Entertainment) of the Covina Municipal Code shall require review and approval of an Entertainment Permit. No Entertainment Permit shall be issued that is not consistent with the approved CUP 16-009 and SPR 16-012. All mentions and depictions of dance floor and/or live entertainment on any submitted plans shall be removed prior to plan check.
2. The applicant shall produce plans for review, and approval that outlines clearly and graphically the boundaries, spaces, and sizes of the dining area, the bar, alcohol storage area, and any spaces that would determine that the establishment is consistent with the definition of 'bona fide eating establishment' defined in Chapter 17.04.100 of the CMC.

3. The applicant shall have food service available for sale during all hours of operations.
4. This approval will not be effective for any purposes until the Applicant and the Property Owner have filed with the Planning Division an affidavit stating that they are aware of and agree to accept all of the conditions of this grant.
5. The approval granted for SPR 16-012 is for related interior tenant improvement required for the activities and uses approved under CUP 16-009. The approval of SPR 16-012 shall be contingent upon the approval of CUP 16-009.
6. The approval granted for CUP 16-009 as conditioned is for the on-site sale and consumption of alcohol (Type 47 license issued by the California Alcohol and Beverage Control) in conjunction within a bona fide eating establishment as defined in Chapter 17.04.100 of Covina Municipal Code without live entertainment and dancing.
7. The approvals granted under the Development Applications (CUP 16-009 and SPR 16-012) shall apply only to the first floor of the building located on 211 North Citrus Avenue (APN: 8431-032-008). There shall be no interior access between the 1st and 2nd floor while the establishment is in operation. Alcohol sales, consumption, and storage shall occur only on the 1st floor, and prohibited on exterior stairs leading up to the 2nd floor.
8. The applicant shall obtain a sidewalk dining/display permit prior to setting out any tables or chairs, furniture, or serving alcohol beverages in the proposed outdoor dining areas. The outdoor area shall be consistent with Chapter 11.26 (Sidewalks) and 17.57 (Outdoor Dining and Display). All outdoor furniture must be cleared out and stored inside every night at closing, but no later than the time for "last call" established in Condition No. 10. All TVs, speakers, and any sound-emitting device shall be muted when placed outdoors.
9. Alcohol service at all areas shall not be earlier than 8:00 am and no later than midnight every day. "Last call" shall be consistent with Condition No. 10. Whenever alcohol service is being provided during this approved hours of operation, the indoor dining area shall remain open for service. The bar area shall always be provided with full menu service, and the availability of a full menu shall be readily provided to customers at the bar.
10. All service of alcoholic beverages will cease at 11:15 p.m. or, 45 minutes prior to any closing time, or as set forth in an applicable license issued by the Department of Alcohol and Beverage Control ("ABC"), whichever is more restrictive. No alcoholic beverages or their containers, such as bottles and glasses, will be allowed to remain in any area accessible to the public (including on tables, counters, or other customer areas) after 11:45 p.m.

11. Neither the permittee nor the operator of any business at the premises shall cause, allow, permit, or suffer the provision of “bottle service” – where “bottle service” shall mean the sale, transfer, or other manner of providing any bottle of distilled spirit that is .250mL or larger with an alcoholic content of 50 proof (25% ABV) or higher. The prohibition of “bottle service” shall not apply to bottles of beer or wine.
12. The monthly gross sales of alcoholic beverages at the site shall not exceed the gross sales of food during the same period. The permittee and the operator of any business at the premises are jointly responsible for ensuring that records that reflect separately the gross sale of food and the gross sales of alcoholic beverages of the licensed business are maintained at the premises for a period of not less than 36 months. Said records shall be kept no less frequently than on a quarterly basis, and shall be made available to the City and/or ABC on demand. Copies of said records shall be provided to the City and/or ABC within ten (10) calendar days of a request for same.
13. The sale of more than two alcoholic beverages (including “beer buckets”) to a single patron at one time, without satisfactory verification that the purchase is for a group of adults physically present at the time of the sale.
14. The establishment shall maintain a valid California Alcohol and Beverage Control (ABC) license for on-site sale and consumption of alcohol in conjunction with a bona fide eating establishment (Type 47) at all times to serve alcohol. Any action taken by the ABC that would render the establishment unable to serve alcohol shall cause to be null and void any entitlements approved herein.
15. Approval of the sale and consumption of alcohol shall be null and void if the establishment ceases to operate as a bona fide eating establishment.
16. The establishment shall post clearly on the entrances, at the bar, and within the restrooms the following information on a single notice: the numbers of locally-serving taxicab companies, the location of the closest car-sharing or taxicab pick-up and drop-off areas, the hours of services of locally-serving public transportation, and the names of locally-serving transportation network companies with available online dispatch capabilities.
17. A valid Type 47 ABC license shall be obtained prior to the Time Limit outlined in Condition A.1. The status of the Type 47 ABC license within that Time Limit must allow the establishment to serve alcohol consistent with this CUP. The applicant must obtain a valid Type 47 ABC license, either transferred or new, within the Time Limit or the CUP is subject to revocation. If the Type 47 ABC license (License Number: 514243) is re-activated on the site within the Time Limit by a licensee other than applicant, this CUP shall be subject to revocation.
18. The permittee shall modify the façade in conformance with Covina Design Guidelines and the Town Center Specific Plan, so that the building style and signage

convey the site as one unit. If façade changes require a building or any other City department review of permits, then those must be obtained and completed to their satisfaction. A separate sign permit shall be required.

C. POLICE DEPARTMENT:

1. No alcoholic beverage or their containers, such as bottles and glasses will be present other than stored behind the bar or in the trash receptacles after 2:00a.m.
2. All customers shall enter the establishment through the east facing front doors.
3. The rear or west facing doors shall be utilized only for emergency exits, deliveries and for employee arrival and departure from work.
4. The owners, operators, managers and all employees shall adhere to and obey all State laws and City ordinances relating to the service, consumption and possession of alcoholic beverages. Any violations of State laws or City ordinance will be presented to the District Attorney's office for prosecution and will be grounds for revocation or modification of this permit.
5. The owners or operators will be responsible for ensuring they are in compliance with the restrictions, provisions and guidelines of their license from the State of California Alcoholic Beverage Control Board in regards to the ratio of alcoholic beverages sales to food sales.
6. The owners, operators, management staff and employees shall allow inspection of the premises by members of the Covina Police Department at any time when there are employees present inside the location.
7. The owners, operators, managers or employees shall not permit any type of activity where persons are compensated, either by the business or by a customer, for dancing, conversation or anything other than bona-fide service consistent with a restaurant and bar.
8. A security plan consistent with the approved CUP, and Chapter 5.28 (Entertainment) must be submitted for the Police Department for review and approval.
9. The owners, operators or managers of the location, subject to the approval of the Police Department, will develop a plan for staging customers outside the restaurant on the sidewalk (public right-of-way) who wish to enter the restaurant and bar cannot be accommodated inside the location.
10. In the event patrons waiting to enter the restaurant and bar are lined up outside the restaurant, the owner, operator or manager shall assign at least one security person to monitor the conduct of all customers waiting in line.

11. The owners, operators or managers of the location shall not conduct any type of valet parking unless they have received prior approval pursuant to City of Covina Municipal Code 10.64.040.
12. The owners, operators or managers will, subject to approval of the Police Department, ensure that the location has, upon opening for business, a video security system that includes digital cameras and a quality recording system that covers all major interior and exterior areas of concern to the police department.
13. The owners, operators or managers shall cooperate with all police investigations regarding crimes that occur at the location or are as a result of conduct while at the location. This cooperation includes, but is not limited to, allowing access to view video images and providing recordings of video images of any activity deemed important by any officer of the department investigating a crime that is alleged to have occurred on the premises or as a result of conduct occurring at the premises.
14. The permittee and the operator of any business at the premises shall install, use, and maintain in good working condition a video security system capable of viewing and recording events at the premises as approved by the Chief of Police. The video security system shall be on and operating at all times during business hours and until all activity at the premises has ceased and all patrons have cleared the establishment and parking area. The video security system shall be of such to provide images of such a resolution as to clearly identify individuals for later identification.
15. The permittee and the operator of any business at the premises shall ensure that at least one employee or other person is present on the premises during normal business hours with the necessary knowledge and skill to operate the video security system so that he or she is able to provide the Covina Police Department copies of video recordings immediately upon request.
16. The permittee and the operator of any business at the premises shall preserve the video security system's recorded information of each business day for a period of not less than ten (10) business days thereafter for the Covina Police Department's review in connection with a criminal or other investigation.
17. The owners, operators or managers shall, subject to approval of the Police Department, develop a plan to monitor the area surrounding the location for trash and other discarded items that impact public health and the cleanliness of the parking lots, sidewalks and the property of adjacent business owners.
18. The owners, operators or managers shall subject to approval of the Police Department, develop a plan to monitor adjacent parking areas for activity that is detrimental to public safety or public health.

19. The owners, operators or managers shall subject to approval of the Police Department, develop a plan to ensure the front and back of the location are adequately and safely illuminated during hours of darkness.
20. The owners, operators or managers shall ensure that all occupancy levels mandated by the Los Angeles County Fire Department are strictly enforced and adhered to. At any time, the Police Department Watch Commander can cease all operations of the business in order to determine if the occupancy level is over the allowed number of occupants. The Watch Commander, in addition to a representative from the Los Angeles County Fire Department, will also have the authority to close the business if he or she feels the occupancy levels are jeopardizing public safety.
21. The Covina Police Department reserves the right to modify the hours of operation, cease any type of entertainment or close the business altogether at any time should, in the opinion of the on-duty Watch Commander or his designee, the operation of the business impact normal police operations to the extent that public safety has been jeopardized.
22. The owners, operators or managers must comply with all City codes and ordinances relating to police response and abatement of nuisance conditions.

D. FIRE DEPARTMENT:

1. Occupancy load shall be posted. CFC Section 1004.3.
2. Exit signs shall be internally or externally illuminated at all times. CFC Section 1011.3.
3. Exit signs shall be connected to an emergency power system that provides illumination for not less than 90 minutes in case of primary power loss. CFC 1011.6.3.
4. (In a power failure) the means of egress, including the exit discharge, shall be illuminated at all times the building space served by the means of egress is occupied. CFC Section 1006.1.

E. GENERAL REQUIREMENTS:

1. Applicant shall, at its own expense and with counsel selected by City, fully defend, indemnify and hold harmless City, its officials, officers, employees, and agents ("Indemnified Parties"), from and against any and all claims, suits, causes of action, fines, penalties, proceedings, damages, injuries or losses of any name, kind or description, specifically including attorneys' fees, ("Liabilities"), arising in any way out of City's approval of the Applications or the Project. Applicant's indemnification

obligation shall include, but not be limited to, actions to attack, set aside, void, or annul the City's approval of the Applications, and Liabilities premised on, related to or invoking CEQA, including those arising out of City's decisions related to the Project's CEQA documents. City shall promptly notify Applicant of any such claim, action or proceeding, and shall cooperate fully in the defense of such claim, action, or proceeding. Applicant's indemnification obligations shall not be limited to the amount of insurance coverage that may be available to Applicant, and shall not otherwise be restricted or confined by the presence or absence of any policy of insurance held by City or Applicant.

2. Applicant's obligations, as set forth above, shall survive the completion or abandonment of the Project or the issuance of a certificate of occupancy with respect thereto. However, Applicant's obligations after the issuance of a certificate of compliance for the Project shall be limited to indemnifying and defending the Indemnified Parties from legal challenges filed to set aside any part of the Project or its related components. The provisions of this condition are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the City. Further, all obligations and Liabilities under this Agreement are to be paid by the Applicant as they are incurred. Applicant's obligations to indemnify under this Agreement shall include the obligation of the Applicant to defend City with legal counsel of City's own choosing. In the event City elects not to select such counsel, the designation of such counsel shall be made by the Applicant but shall be subject to prior approval.
3. The property and all improvements, including landscaping, must be maintained in a sound, healthy, and attractive condition free of weeds, visible deterioration, graffiti, debris and/or other conditions that violate the Covina Municipal Code.
4. The costs and expenses of any code enforcement activities, including, but not limited to, attorneys' fees, caused by applicant's violation of any condition or mitigation measure imposed by this application or any provision of the Covina Municipal Code must be paid by the applicant.
5. Approval of this request shall not waive compliance with all other sections of the Covina Municipal Code, the Covina Design Guidelines, and all other applicable plans and non-City laws and regulations that are in effect at the time of building permit issuance.
6. The site shall be developed and maintained in accordance with the approved plans on file with the Community Development Department, all representations of record made by the applicant(s), the conditions contained herein, the Covina Municipal Code, and the Covina Design Guidelines. In addition, any future proposed changes or modifications in the design of any site component approved herein shall not proceed without City approval.

7. The applicant shall, on at least a daily basis, work in conjunction with other similar uses in the area to clean the public parking lot behind their premises and shall restore the public parking lot to its prior condition, reasonable wear and tear expected.
8. Final plans incorporating all conditions of approval and any plan-related changes required in the approval process shall be submitted for the Director or his designee review and approval, prior to submittal for Plan Check process.
9. Except for the new double exit doors at the southern end of the west elevation of the building, any exterior changes to the building shall be subject separate site Plan Review application for Director or his designee review and approval, prior to Plan Check process.
10. The project site must be clean and free of trash and construction debris, and all construction equipment must be removed from the site, prior to the issuance of the Certificate of Occupancy.
11. All graffiti shall be removed within 72 hours.
12. The City has the right of entry to inspect the premises to verify compliance with the conditions of approval and the Covina Municipal Code at any time.

F. BUILDING AND SAFETY DIVISION

1. Submit 6 sets of complete plans including any proposed utilities and earthwork/grading. The project must comply with the 2013 California Building Standards and 2013 energy code.
2. Two sets each of any structural and energy calculations shall be submitted with the above mentioned plans. All calculations must bear an original signature from the documented author.
3. This project must comply with Federal and State Accessibility requirements to and throughout the building. Include compliance methods and structural details on the plans.
4. Demolition and renovations activities require an asbestos containing materials (ACM) survey. (SCAQMD RULE 1403) The ACM report shall be prepared by an accredited testing laboratory in accordance with SCAQMD rules and regulations. Proof of notification to the South Coast Air Quality Management District (SCAQMD), Office of Operations, shall be submitted to the Building Division with your permit application for all renovations and demolition activities. Contact the SCAQMD at the address or number below for more information. Once any demolition activity has been approved by the SCAQMD, a formal demolition plan and permit must be obtained from the Building and Safety Division.

- **SCAQMD Headquarters; 21865 Copley Drive, Diamond Bar, CA, (909) 396-2381**

5. Please provide an additional digital copy (pdf preferred) of the building floor plan, elevations, and site plan to be submitted to the LA County Assessor. This copy should be in sufficient detail to allow the assessor to determine the square footage of the building and, in the case of residential buildings, the intended use of each room. **For additional information, please contact the LA County Assessor's, Public Service Desk at 888-807-2111.**
6. Construction activity within 500' of a residential zone is prohibited between the hours of 6:00 pm and 7:00 am on Monday through Friday and between 5 pm and 8 am on Saturday and all day on Sunday and Holidays unless otherwise permitted.

G. PUBLIC WORKS - ENGINEERING DIVISION

1. An encroachment permit must be obtained for outdoor dining.

H. PUBLIC WORKS – ENVIRONMENTAL SERVICES DIVISION

1. A \$40 initial application review shall be paid to the Environmental Services Division.
2. Contact Athens Services to establish trash service by calling 888-336-6100. All trash areas must be maintained on a regular basis. Used cooking oil also requires disposal records and secondary containment to prevent spills. All trash must be securely stored in the trash enclosure.
3. Complete, sign, return original, and attach copy to field plans of the OC1A form.

END OF CONDITIONS

Attachment C

LETTER FOR APPEALS FOR SITE PLAN REVIEW (SPR) 16-012 AND
CONDITIONAL USE PERMIT (CUP) 16-009.

September 20, 2016

City of Covina Planning Department
125 E. College St.
Covina, CA 91723

Project Site: 211 N. Citrus Ave.
Covina, CA 91723

Applicant: Unidos, Inc. / Att: Luis Niebla

Dear Planning Department,

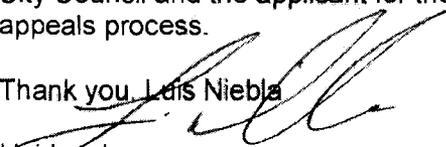
We, the applicant: Unidos, Inc., agree with the overall approval of the commission's decision, except for two parts of the ruling. We feel that, for 2 issues, the commission may have ruled with a confusion on two of the issues. One, the impression of a D.J. which we will not have by the traditional sense of a D.J. Second, the operation time: after midnight, and days that may have not been clearly understood because the focus of the questions was for the business hours, not for the days of operation during these times. We are willing to accept the ruling, but not if there may be confusion on the rulings for the 2 issues mentioned.

We are planning to have music as a background to our dining experience. We are not having a dance floor and a podium for a D.J. booth and a M.C. (person who speaks through a microphone, at times done by a D.J.). The music that we are proposing to play is selective songs without any MC (a person on the microphone engaging with the patrons) that focuses on songs that fit the ambiance of the type of restaurant venue that we provide (Latin and American music). A person will play music from the back at the office, not engaging with the patrons, we felt the commission thought we are using a D.J. that engages with the patrons or alter their moods somehow by sound volume.

For the hours and days, we do accept closing at midnight Sunday-Thursday. And we are requesting after midnight hours for Friday and Saturdays, only, for fair competition with like uses and hours in the city for these days. We felt that the commission may have focused on the hours, or not just for the 2 days that we wanted like other business that are open during these days and hours.

We, the applicant, feel there may have been some confusion on these 2 issues, and wanted to file an appeal for these two issues mentioned. So, we can have clear understanding with the City Council and the applicant for their ruling. This is what we would like to achieve during the appeals process.

Thank you, Luis Niebla


Unidos, Inc.
211 N. Citrus Ave.
Covina, CA 91723

October 6, 2016

Mr. Brian Lee, Director of Community Development,

I, Luis Niebla, request that the appeal of my CUP 16-009 and SPR 16-012 for Ola Sports Bar and Grill Restaurant to be scheduled for the November 15, 2016 Council meeting as that date work best for us.



Luis Niebla, Applicant

Attachment D



**MINUTES OF THE SEPTEMBER 13, 2016 REGULAR MEETING OF
THE COVINA PLANNING COMMISSION HELD IN THE COUNCIL
CHAMBER OF CITY HALL, 125 EAST COLLEGE STREET AT 7:00 P.M.**

CALL TO ORDER

Chairman Hodapp called the Planning Commission meeting to order at 7:00 p.m.

A. PLEDGE OF ALLEGIANCE

Chairman Hodapp led the Pledge of Allegiance.

B. ROLL CALL

Commission Members Present: Connors, Hodapp, Manning, McMeekin, Patterson

Commission Members Absent: None

Staff Members Present: Director of Community Development, Community Development Consultant, Assistant City Attorney

C. AMENDMENTS TO THE AGENDA

None

PUBLIC COMMENTS

None

CONSENT CALENDAR

1. Approval of Minutes of the Regular Meeting of August 23, 2016

A motion was made and seconded to approve the Minutes of the Regular Meeting of August 23, 2016.

The motion carried 5-0 as follows:

AYES: CONNORS, HODAPP, MANNING, MCMEEKIN, PATTERSON

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

CONTINUED PUBLIC HEARINGS

1. Continued Public Hearing to consider applications Site Plan Review (SPR) 16-012 and Conditional Use Permit (CUP) 16-009, requests to perform a tenant improvement to accommodate a new sit-down eating establishment offering general alcohol (under a Type 47 State License), live entertainment, and outdoor dining in a vacant, roughly 6,720-square foot commercial space in the "TCSP-5 (Town Center Specific Plan, Retail and Service Core)" zoning district at 211 North Citrus Avenue.

Director of Community Development Brian Lee presented the staff report and a PowerPoint presentation and answered the Commissioners' questions. Mr. Lee noted that there are some issues with the applicant's proposal meeting the definition of a "bona fide eating establishment" and with the requested hours of operation and the live entertainment component, which raise public safety concerns. The staff-recommended conditions of approval provide for no live entertainment and revised hours of operation as well as certain conditions regarding alcohol service and the bona fide eating establishment definition.

Police Captain Derek Webster also expressed the Police Department's concerns and its support of staff's recommended conditions of approval.

The public hearing was reopened

Luis Niebla of Glendora, applicant, spoke in favor of the item and requested the conditions of approval be amended to include the original request for business hours until 2:00 a.m. on weekends and a live DJ.

Ken Kang of West Covina spoke in favor of the item, and requested conditions of approval be amended to include the applicant's request for business hours until 2:00 a.m. on weekends and a live DJ.

Raul Trevino of Covina spoke in favor of the item with conditions of approval as presented by City staff.

Richard Rodriguez of Covina spoke in favor of the item with conditions of approval as presented by City staff.

The public hearing was closed.

A motion was made and seconded adopt Resolution 2016-025PC approving SPR 16-012 and CUP 16-009.

The motion carried 5-0 as follows:

AYES: CONNORS, HODAPP, MANNING, MCMEEKIN, PATTERSON
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

PUBLIC HEARINGS

None

NEW BUSINESS

None

GENERAL MATTERS

None

ADMINISTRATIVE ITEMS

1. INFORMATION AND ANNOUNCEMENTS
None
2. COMMISSION COMMENTS
None

ADJOURNMENT

Chairman Hodapp adjourned the Planning Commission meeting at 8:17 p.m. to a Study Session immediately following on September 13, 2016 in the Council Chamber of Covina City Hall.



Secretary

THIS PAGE LEFT INTENTIONALLY BLANK



CITY OF COVINA

AGENDA REPORT

ITEM NO. PH 3

MEETING DATE: November 15, 2016

TITLE: The Establishment and Adjustment of Certain Service and Development-Related and Other User Fees

PRESENTED BY: Anita Agramonte, Finance Director

RECOMMENDATION: Open and conduct the Public Hearing and adopt **Resolution 16-7554** Adopting a City-wide Comprehensive User Fee Study, Adopting a comprehensive fee schedule establishing and amending certain service and development-related fees for City services, and Authorizing the payment of such fees by credit card, debit card or electronic funds transfer.

BACKGROUND:

The California Government Code allows cities to recover all or a portion of the cost of providing exchange-based services through the application of fees. The City's last comprehensive fee update was performed in 2009. The City contracted with Willdan Financial Services in fiscal year 2014-2015 to prepare a comprehensive user fee study report. The study was presented to the City Council in June 2015; however it was not adopted at that time due to changes in staffing. The report is attached for your reference.

Additionally, a six city survey of user fees was performed by the Rose Institute of State and Local Government, Claremont McKenna College in October 2015, comparing Covina's fees to those of our neighboring Cities.

In order to ensure that the fees that are charged are in line with applicable regulations, staff recommends adoption of Resolution 16-7554 establishing and adjusting certain service and development-related fees for City services.

DISCUSSION:

Staff in all departments have evaluated both reports and updated the Willdan user fee study report to include revisions necessary based on current costs of services provided. The methodology employed to determine the City's cost of the services it provides consisted of:

- Calculating the fully-allocated employee cost per hour, which consists of an employee's full salary and benefits, plus total overhead; and
- Conducting a "time survey" to determine the position(s) and time required to provide each service. Times were based on minutes spent for each service and reflect an average for each fee.

Attachment A details the type of fee, the full cost of providing the service related to that fee, the current fee, and the recommended fee. Some fees show a proposed decrease over the current fee being assessed. This reflects the current cost of providing that service.

While 100% cost recovery is generally recommended, there are instances when a lower recovery amount may be considered. For instance, certain recreation program fees may be set at a lower cost recovery amount to encourage participation to achieve other important policy considerations. In other instances, certain fees are capped by state or federal statutes.

Each department has reviewed the Willdan User Fee Report and provided recommendations on the fees to be charged for their respective departments. Department recommendations are detailed in Attachment B. However, the City Council has the discretion to change the amount of the fees to be charged up to 100% cost recovery of the cost incurred by the City in providing each service.

FISCAL IMPACT:

The exact dollar impact across funds is currently unknown. However, the recommended changes in fees will ensure compliance with applicable regulations and move the City closer toward full cost recovery for services rendered.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,



Anita Agramonte
Finance Director

ATTACHMENTS:

Attachment A: Willdan User Fee Study Report

Attachment B: Departmental Fee Worksheets

Attachment C: Resolution 16-7554

City of Covina

Comprehensive User Fee Study Report

June 2, 2015



Corporate Office:

27368 Via Industria
Suite 110
Temecula, CA 92590
Tel: (951) 587-3500
Tel: (800) 755-6864
Fax: (951) 587-3510

Office Locations:

Anaheim, CA
Oakland, CA
Sacramento, CA

New York, NY
Orlando, FL

www.wilddan.com

TABLE OF CONTENTS

Executive Summary 1

User Fee Background 2

 Background2

 California User Fee History2

 Additional Policy Considerations3

Study Objective..... 4

 Scope of the Study5

 Aim of the Report5

Project Approach and Methodology..... 6

 Conceptual Approach6

 Fully Burdened Hourly Rates6

 Summary Steps of the Study.....7

 Allowable Costs.....7

 Methodology8

 Quality Control / Quality Assurance8

 Reasons for cost increases / decreases over current fees9

 City Staff Contributions.....9

Covina User Fees..... 10

 Cost Recovery10

 Subsidization10

 Impact on Demand (Elasticity).....11

 Summary.....11

Finance 12

City Clerk 12

Police..... 13

Parks & Recreation 13

Library 14

Building 14

Engineering..... 15



Planning	15
Environmental Services	16
Industrial (Non-Domestic) Waste	16
Water	17
Housing & CDBG	17
Appendix A – Total Allowable Cost to be Recovered	18
Appendix B – Cost Recovery Analysis	19
Appendix C – Fully Burdened Hourly Rates	20

EXECUTIVE SUMMARY

The City of Covina engaged Willdan Financial Services (Willdan) to determine the full costs incurred by the City to support the various activities for which the City charges user fees. Due to the complexity and the breadth of performing a comprehensive review of fees, Willdan employed a variety of fee methodologies to identify the full costs of individual fee and program activities. This report and the appendices herein identify 100% full cost recovery for City services.

The reality of the local government fee environment is that significant increases to achieve 100% cost recovery can often not be feasible, desirable, or appropriate depending on policy direction —particularly in a single year.

USER FEE BACKGROUND

BACKGROUND

As part of a general cost recovery strategy, local governments have adopted user fees to fund programs and services that provide limited or no direct benefit to the community as a whole. As cities struggle to maintain levels of service and variability of demand, they have become increasingly aware of subsidies provided by the General Fund and have implemented cost-recovery targets. To the extent that governments use general tax monies to provide individuals with private benefits, and not require them to pay the full cost of the service (and, therefore, receive a subsidy), the government is limiting funds that may be available to provide other community-wide benefits. In effect, the government is using community funds to pay for private benefit. Unlike most revenue sources, cities have more control over the level of user fees they charge to recover costs, or the subsidies they can institute.

Fees in California are required to conform to the statutory requirements of the California Constitution, Proposition 218, and the California Code of Regulations. The Code also requires that the City Council adopt fees by either ordinance or resolution, and that any fees in excess of the estimated total cost of rendering the related services must be approved by a popular vote of two-thirds of those electors voting because the charge would be considered a tax and not a fee.

CALIFORNIA USER FEE HISTORY

Before Proposition 13, California cities were less concerned with potential subsidies and recovering the cost of their services from individual fee payers. In times of fiscal shortages, cities simply raised property taxes, which funded everything from police and recreation to development-related services. However, this situation changed with the passage of Proposition 13 in 1978.

Proposition 13 established the era of revenue limitation in California local government. In subsequent years, the state saw a series of additional limitations to local government revenues. Proposition 4 (1979) defined the difference between a tax and a fee: a fee can be no greater than the cost of providing the service; and Proposition 218 (1996) further limited the imposition of taxes for certain classes of fees. As a result, cities were required to secure a supermajority vote in order to enact or increase taxes. Since the public continues to resist efforts to raise local government taxes, cities have little control and very few successful options for new revenues. Compounding this limitation, the State of California took a series of actions in the 1990's and 2000's to improve the State's fiscal situation—at the expense of local governments. Most recently, the Educational Revenue Augmentation Funds (“ERAF”) take-away of property taxes and the reduction of Vehicle License Fees have severely reduced local tax revenues.

In addition, on November 2, 2010, California voters approved Proposition 26, the “Stop Hidden Taxes Initiative”, which is aimed at defining “regulatory fees” as a special tax rather than a fee, thus requiring approval by two-thirds vote of local voters. These regulatory fees are typically intended to mitigate the societal and environmental impacts of a business or person's activities. Proposition 26 contains seven categories of exceptions. The vast majority of fees that cities would seek to adopt will most likely fall into one or more of these exemptions.

ADDITIONAL POLICY CONSIDERATIONS

In recent years, there has been a growing trend for municipalities to update their fee schedules to reflect the actual costs of certain public services primarily benefitting users. User Fees recover costs associated with the provision of specific services benefiting the user, thereby reducing the use of General Fund monies for such purposes.

In addition to collecting the direct cost of labor and materials associated with processing and administering user services, it is common for local governments to recover support costs. Support costs are those costs relating to a local government's central service departments that are properly allocable to the local government's operating departments. Central services support cost allocations were derived from the City's Cost Allocation Plan.

As labor effort and costs associated with the provision of services fluctuate over time, a significant element in the development of any fee schedule is that it has the flexibility to remain current. Therefore, it is recommended that the City include an inflationary factor in the resolution adopting the fee schedule to allow the City Council, by resolution, to annually increase or decrease the fees.

There are many different inflationary factors that the City may employ. The most commonly used inflator is some form of the Consumer Price Index (CPI) as it is widely well known and accepted. A similar inflator is the implicit price deflator for GDP, which is much like the CPI except that while the CPI is based on the same "basket" of goods and services every year, the price deflators' "basket" can change year to year. Since the primary factor for the cost of a City's services is usually the costs of the personnel involved, tying an inflationary factor more directly to the personnel costs can be suitable if there is a clear method for obtaining said factor. For example if a departments' personnel costs increase by 5% and account for 50% of that departments' total budget, then the inflator to account for the personnel cost increase would be 2.5%. Department budgets can be volatile from year to year, which could result in fee confusion for the community if there are constant unpredictable changes in the fees as a result of the previous calculation. To mitigate this effect, a substitute inflator such as one or a combination of personnel COLA's, Step increase levels, PERS, and/or healthcare cost increases are generally less volatile on a yearly basis, and can be applied Citywide to fees and services.

Each City should use an inflator that they believe works the best for their specific situation and needs. It is also recommended that the City perform this internal review annually with a comprehensive review of services and fees performed every three to five years, which would include adding or removing fees for any new or eliminated programs/services.

STUDY OBJECTIVE

As the City of Covina seeks to efficiently manage limited resources and adequately respond to increased service demands, it needs a variety of tools. These tools provide assurance that the City has the best information and the best resources available to make sound decisions, fairly and legitimately set fees, maintain compliance with state law and local policies, and meet the needs of the City administration and its constituency. Given the limitations on raising revenue in local government, the City recognizes that a User Fee Study is a very cost-effective way to understand the total cost of services and identify potential fee deficiencies. Essentially, a User Fee is a payment for a requested service provided by a local government that primarily benefits an individual or group.

The total cost of each service included in this analysis is based on the full cost of providing City services, including direct salaries and benefits of City staff, direct departmental costs, and indirect costs from central service support. This study determines the full cost recovery fee for the City to provide each service; however, each fee is set at the City's discretion, up to 100% of the total cost.

The principle goal of the study was to help the City determine the full cost of the services that the City provides. In addition, Willdan established a series of additional objectives including:

- Assist in developing a rational basis for setting fees
- Enhancing fairness and equity
- Ensuring compliance with State law
- Developing an updatable and comprehensive list of fees
- Maintaining accordance with City policies and goals

The study results will help the City better understand its true costs of providing services and may serve as a basis for making informed policy decisions regarding the most appropriate fees, if any, to collect from individuals and organizations that require individualized services from the City.

SCOPE OF THE STUDY

The scope of this study encompasses a review and calculation of the user fees charged by the following Covina departments and fee groups:

- Finance
- City Clerk
- Police
- Parks & Recreation
- Library
- Building
- Engineering
- Planning
- Environmental Services
- Industrial (Non-Domestic) Waste
- Water
- Housing & CDBG

The study involved the identification of existing and potential new fees, fee schedule restructuring, data collection and analysis, orientation and consultation, quality control, communication and presentations, and calculation of individual service costs (fees) or program cost recovery levels.

AIM OF THE REPORT

The User Fee Study focused on the cost of City services, as City staff currently provides them at existing, known, or reasonably anticipated service and staff levels. This report provides a summary of the study results, and a general description of the approach and methods Willdan and City staff used to determine the cost of City services. The report is not intended to document all of the numerous discussions throughout the process, nor is it intended to provide influential dissertation on the qualities of the utilized tools, techniques, or other approaches.

PROJECT APPROACH AND METHODOLOGY

CONCEPTUAL APPROACH

The basic concept of a User Fee Study is to determine the “reasonable” full cost of each service provided by the City for which it charges a user fee. The full cost of providing a service may not necessarily become the City’s fee, but it serves as the objective basis as to the maximum amount that may be collected.

The standard fee limitation established in California law for user fees is the “estimated, reasonable cost” principle. In order to maintain compliance with the letter and spirit of this standard, every component of the fee study process included a related review. The use of budget figures, time estimates, and improvement valuation clearly indicates reliance upon estimates for some data.

FULLY BURDENED HOURLY RATES

The total cost of each service included in this analysis is primarily based on the Fully Burdened Hourly Rates (FBHRs) that were determined for City personnel directly involved in providing services. The FBHRs include not only personnel salary and benefits, but also any costs that are reasonably ascribable to personnel. The cost elements that are included in the calculation of fully burdened rates are:

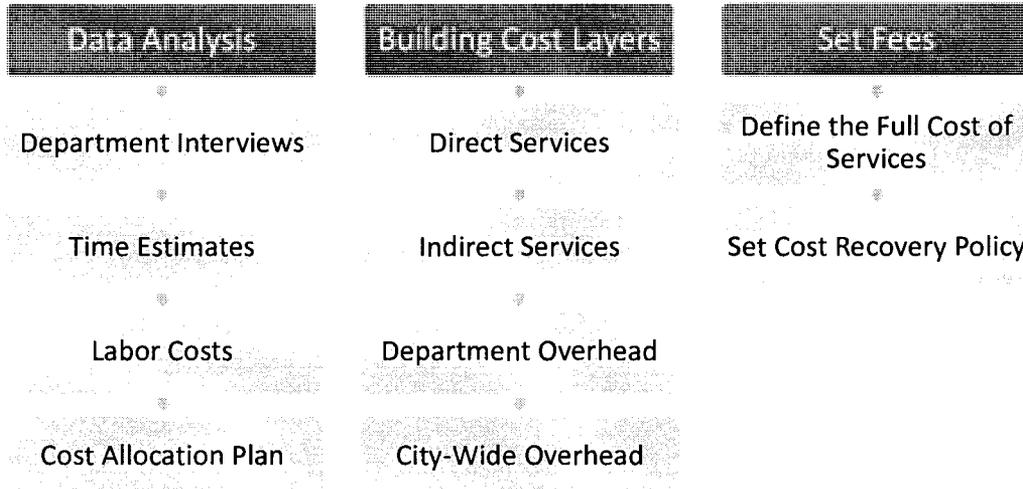
- Salaries & benefits of personnel involved
- Operating costs applicable to fee operations
- Departmental support, supervision, and administration overhead
- Internal Service Costs charged to each department
- Indirect City-wide overhead costs calculated through the Cost Allocation Plan

An important part of determining the fully burdened rate is in the calculation of productive hours for personnel. This calculation takes the full available workable hours in a year of 2,080 and reduces this figure to account for calculated or anticipated hours employees are involved in non-billable activities such as paid vacation, sick leave, emergency leave, training, supervision or instruction, staff meetings, holidays, and other considerations as necessary. Dividing the full cost of the employee by the number of productive hours provides the FBHR.

The FBHRs are then used in conjunction with time estimates, when appropriate, to calculate a fees' cost based on the personnel and the amount of their time that is involved in providing each service.

SUMMARY STEPS OF THE STUDY

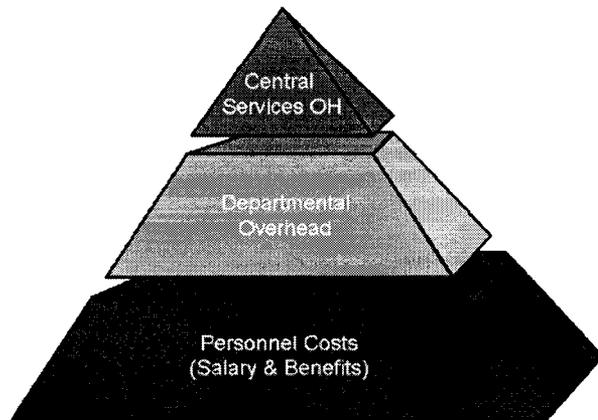
The methodology to evaluate most User Fee levels is straightforward and simple in concept. The following list provides a summary of the study process steps:



ALLOWABLE COSTS

This report identifies three types of costs that, when combined, constitute the fully burdened cost of a service (Appendix A). Costs are defined as direct labor, including salary and benefits, departmental overhead costs, and the City’s central services overhead, where departmental and central service overhead costs constitute support costs. These cost types are defined as follows:

- **Direct Labor:** The costs related to staff salaries for time spent directly on fee-related services.
- **Departmental Overhead:** A proportional allocation of departmental overhead costs, including operation costs such as supplies and materials that are necessary for the department to function. This cost type also includes other departmental personnel costs that are administrative or supervisory support for the direct labor providing services.
- **Central Services Overhead:** These costs, detailed in the City’s Cost Allocation Plan, represent services provided by those Central Services Departments whose primary function is to support other City departments.



METHODOLOGY

The two methods of analysis for calculating fees used in this report are the:

Case Study Method: This approach estimates the actual labor and material costs associated with providing a unit of service to a single user. This analysis is suitable when City staff time requirements do not vary dramatically for a service, or for special projects where the time and cost requirements are easy to identify at the project's outset. Further, the method is effective in instances when a staff member from one department assists on an application, service or permit for another department on an as-needed basis. Costs are estimated based upon interviews with City staff regarding the time typically spent on tasks, a review of available records, and a time and materials analysis.

Programmatic Approach: The standard Case Study approach relies upon the detailed analysis of specific time estimates, salaries and benefits, expenditures, and overhead costs. In many instances, the underlying data are not available or vary widely, leaving a standard unit cost build-up approach impractical. In addition, market factors and policy concerns (as opposed to actual costs) tend to influence fee levels more than other types of services. With these general constraints, and in order to maximize the utility of this analysis, Willdan employed a different methodology where appropriate.

Valuation Based Fees: This manner of collection is used when the valuation of the improvement can be used as a proxy for the amount of effort it would take for City staff to complete the service provided. More specifically, this approach is commonly used for certain User Fees in the Building Division.

QUALITY CONTROL / QUALITY ASSURANCE

All study components are interrelated, thus flawed data at any step in the process will cause the ultimate results to be inconsistent and unsound. The elements of our Quality Control process for User Fee calculations include:

- Involvement of knowledgeable City staff
- Clear instructions and guidance to City staff
- Reasonableness tests and validation
- Normalcy/expectation ranges
- Confirmation of staff hours
- Internal and external reviews
- Cross-checking

REASONS FOR COST INCREASES / DECREASES OVER CURRENT FEES

Within the fee tables in Appendix B, the differences identified between the full costs calculated through the study and the fee levels currently in effect. The reasons for differences between the two can arise from a number of possible factors including:

- Previous fee levels may have been set at levels less than full cost intentionally, based on a policy decisions
- Staffing levels and the positions that complete fee and service activity may vary from when the previous costs were calculated
- Personnel and materials costs could have increased at levels that differed from any inflationary factors used to increase fees since the last study
- Costs that this study has identified as part of the full cost of services may not have been accounted for in a previous study
 - Departmental overhead and administration costs
 - Indirect overhead from the Cost Allocation Plan
- Changes in processes and procedures within a department, or the city as a whole

CITY STAFF CONTRIBUTIONS

As part of the study process, Willdan received tremendous support and cooperation from City staff, which contributed and reviewed a variety of components to the study, including:

- Budget and other cost data
- Staffing structures
- Fee and service structures, organization, and descriptions
- Direct and indirect work hours (billable/non-billable)
- Time estimates to complete work tasks
- Frequency and current fee levels
- Review of draft results and other documentation

A User Fee Study requires significant involvement of the managers and line staff from the departments—on top of their existing workloads and competing priorities. The contributions from City staff were critical to this study. We would like to express our appreciation to the City and its staff for their assistance, professionalism, positive attitudes, helpful suggestions, responsiveness, and overall cooperation.

COVINA USER FEES

COST RECOVERY

The cost recovery models, by department/division fee type, are presented in detail in Appendix B. Full cost recovery is determined by summing the estimated amount of time each position (in increments of minutes or hours) spends to render a service. Time estimates for each service rendered were majorly determined by Willdan and City Staff through a time and materials survey conducted for each department/division fee included in the study. The resulting cost recovery amount represents the total cost of providing each service. The City's current fee being charged for each service, if applicable, is provided in this section, as well, for reference.

It is important to note that the time and materials survey used to determine the amount of time each employee spends assisting in the provision of the services listed on the fee schedule is essential in identifying the total cost of providing each service. Specifically, in providing services, a number of employees are often involved in various aspects of the process, spending anywhere from a few minutes to several hours on the service.

The principle goal of this study was to identify the cost of City services, in order to provide information to help the City make informed decisions regarding the actual fee levels and charges. The responsibility to determine the final fee levels is a complicated task. City staff must consider many issues in formulating recommendations, and the City Council must consider those same issues and more in making the final decisions.

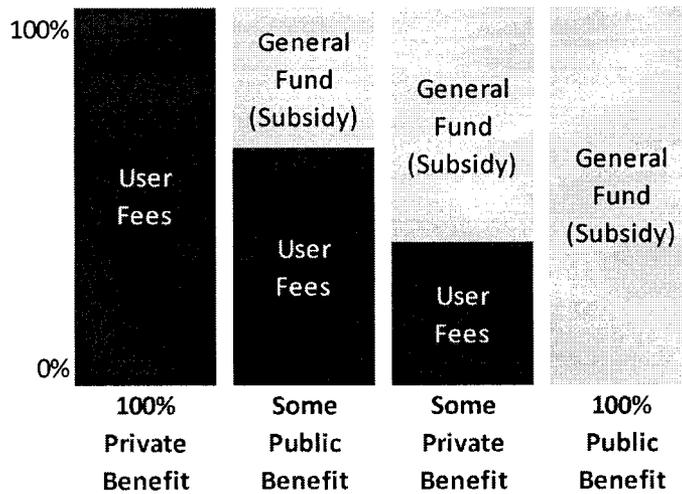
City staff assumes the responsibility to develop specific fee level recommendations to present to the City Council. Unfortunately, there are no hard and fast rules to guide the City, since many of the considerations are based on the unique characteristics of the City of Covina, and administrative and political discretion. However, in setting the level of full cost recovery for each fee, one should consider whether the service solely benefits one end user or the general community.

SUBSIDIZATION

Recalling the definition of a user fee helps guide decisions regarding subsidization. The general standard is that individuals (or groups) whom receive a wholly private benefit should pay 100% of the full cost of the services. In contrast, services that are simply public benefit should be funded entirely by the general fund's tax dollars. Unfortunately, for the decision makers, a large number of services fall into the range between these two extremes (i.e., Library and Recreation services). The graphic on the following page illustrates the potential decision basis.

Further complicating the decision, opponents of fees often assert that the activities subject to the fees provide economic, cultural, "quality of life," or other community benefits that exceed the costs to the City. It is recommended the City consider such factors during its deliberations regarding appropriate fee levels.

Of course, subsidization can be an effective public policy tool, since it can be used to reduce fees to encourage certain activities (such as some Parks and Recreation programs and educational classes) or allow some people to be able to afford to receive services they otherwise could not at the full cost. In addition, subsidies can be an appropriate and justifiable action, such as to allow citizens to rightfully access services, without burdensome costs.



Despite the intent, it is important for the City and public to understand that subsidies must be covered by another revenue source, such as the General

Fund. Therefore, the general taxpayer will potentially help to fund private benefits, and/or other City services will not receive funds that are otherwise directed to cover subsidies.

IMPACT ON DEMAND (ELASTICITY)

Economic principles of elasticity suggest that increased costs for services (higher fees) will eventually curtail the demand for the services; whereas lower fees may spark an incentive to utilize the services and encourage certain actions. Either of these conditions may be a desirable effect to the City. However, the level of the fees that would cause demand changes is largely unknown. The Cost of Service Study did not attempt to evaluate the economic or behavioral impacts of higher or lower fees; nevertheless, the City should consider the potential impacts of these issues when deciding on fee levels.

SUMMARY

If the City's overriding goal of this study were to maximize revenues from user fees, Willdan would recommend setting user fees at 100% of the full cost identified in this study. However, we understand that revenue enhancement is not the only goal of a cost of service study, and sometimes full-cost recovery is not needed, desired, or appropriate. Other City and departmental goals, City Council priorities, policy initiatives, past experience, implementation issues, and other internal and external factors may influence staff recommendations and City Council decisions. In this case, the proper identification of additional services (new or existing services) and creation of a consistent and comprehensive fee schedule was the primary objective of this study.

The preceding sections provide background for each department or division and the results of this study's analysis of their fees. For the full list of each fee's analysis, refer to Appendix B of this report.

FINANCE

The Finance Department is responsible for the administration of the City's fiscal condition, services, and resources. Major service systems include financial reporting, budgeting, accounting, cashiering, business licensing and utility billing.

ANALYSIS

Willdan individually reviewed the services provided by Finance. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The services in Finance are predominately related to business license activity. The analysis relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis has shown that three fees are under recovering cost.

CITY CLERK

The City Clerk's Office is the custodian of the official Seal of the City of Covina and provides support to the elected City Clerk and City Council. The City Clerk's Office serves as a neutral liason between the citizens and government by ensuring transparent processes with values of professionalism, integrity, and accountability.

ANALYSIS

Willdan individually reviewed the services provided by the City Clerk. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of City Clerk services relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis revealed that the department is under recovering the cost for most of its services.

POLICE

The Covina Police Department has 96 full-time equivalent positions of which 59 are authorized positions for sworn police officers. To provide excellent customer service to residents, the department continues to deploy “Service Area Policing”. In this strategy, the city is divided into three patrol areas, each supervised by a lieutenant. This allows residents to contact a lieutenant responsible for their area to discuss non-emergency concerns. Service Area Policing has resulted in the following: increased accountability to residents; personalized service to residents and businesses; increased satisfaction and communication with the police department; and improved neighborhood quality of life.

ANALYSIS

Willdan individually reviewed the services and programs associated with the Police Department. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The services within Police contain some fees that are determined by government code or other agencies. The analysis for all other Police services relied upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. As a result, the analysis shows that most current fee levels are below full cost recovery.

PARKS & RECREATION

The Parks and Recreation Department continues to be committed to providing services and programs that are essential to the quality of life in Covina. Citizens are provided with “Space to Imagine and Learn,” “Space to Run and Play,” “Space to Share Life Experiences,” “Space to be Safe and Secure,” “Space to be Healthy and Grow,” and “Space to Create and Explore.” The California Parks & Recreation Society’s branding campaign, “Parks Make Life Better,” has been incorporated into the department’s publicity efforts and appears on staff uniforms.

ANALYSIS

Willdan individually reviewed the services and programs associated with Parks & Recreation. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Parks and Recreation programs and services involved a programmatic approach where the cost recovery levels for major service groups were determined using the program and associated departmental budgets compared against the revenues provided by the current fee levels. As a whole and as separate service groups, Parks and Recreation is recovering less than full cost for the services provided. This is typical for Parks and Recreation or Community Service functions of a City as the programs they provide are recognized to provide a benefit to the community as a whole as well as to the participant. In addition, services are commonly subsidized to promote participation in community programs.

LIBRARY

The Covina Public Library's mission are to provide an institution where informational, educational and recreational materials will be easily accessible to the entire community, to meet the library's ever changing needs via the latest technology, to develop a staff that is responsive to the needs of the residents of Covina, and to encourage use of the library as a community information and activities center.

ANALYSIS

Willdan individually reviewed the services and programs associated with the Library. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Library activities relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. This analysis has shown that the costs associated with Library services are not being recovered by the current fee levels.

BUILDING

The Building and Safety Section provides plan review, inspection and investigative services to advance public safety in the built environment through collaborative and community partnerships, which result in safe, accessible, and sustainable structures.

ANALYSIS

Willdan individually reviewed the services and programs associated with the Building Division. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The services provided by Building are primarily supplied through using a mixture of flat and valuation based fees. The costs associated with each service was determined using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for City Central Services. For valuation-based fees, this calculation was done by determining the full cost that Building expends on providing valuation-based services against the historical and anticipated revenue levels the City received for these services. The analysis showed that valuation based services are currently operating at an 88.4% cost recovery level. For all other fees, the analysis revealed that most of the fees are currently not set at 100% cost recovery.

ENGINEERING

The mission of the Engineering Section is to ensure quality design, oversight, construction, and renovation of the City's infrastructure to secure a high quality of life for Covina's residents, businesses and visitors.

ANALYSIS

Willdan individually reviewed the services and programs associated with the Engineering Division. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Engineering activities relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fees are recovering the costs associated with the requested service. This analysis has shown that the current fee is over recovering for some services, while others are under recovering for others.

PLANNING

The Planning Division advises and reports to the City Council, City Manager and Planning Commission on community development issues. The division is required by State Law to prepare, periodically review and revise the City's General Plan and implement the Plan through the administration of specific plans, zoning regulations, subdivision ordinances, and environmental reviews. Planning staff review capital improvement project applications to check for consistency with the General Plan. The Division assists residents, developers, business owners, as well as surrounding jurisdictions and regional planning agencies with their efforts to use their properties in a manner that is consistent with quality Land Use Planning practices and the overall goals of the community.

ANALYSIS

Willdan individually reviewed the services and programs associated with the Planning Division. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

Planning services consist of both flat rate fees as well as deposit-based ones. Deposit based fees are individually assessed at the fully burdened rates of the positions involved for each project. A general plan fee was created to recover the cost of maintaining the City's general plan on a 12-year cost interval. The fee is attached to all Building permit fees and is represented as an additional charge that scales with the amount of the building permit fee. The analysis for all other Planning services relied upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis has shown that there are fees that are over and under recovering full cost. In addition, the department is adding a number of services to better serve the community.

ENVIRONMENTAL SERVICES

Environmental Services' goals are to achieve the highest possible level of environmental quality for Covina residents and businesses and to comply with all state and federal environmental regulations affecting Covina. These are accomplished by implementing beneficial, cost effective and convenient environmental and waste management programs.

ANALYSIS

Willdan individually reviewed the services and programs associated with Environmental Services. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

Environmental Services' fee schedule contains both deposit-based and flat fees. For the deposit-based fees, the fully burdened hourly rates of personnel involved will apply to the deposit amount, and the full cost shown in Appendix B represents the administration portion that is addition to the deposit amount. For all others services the analysis relied upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. This analysis shows that for the most part, the department's current fees are under recovering the cost of providing each service.

INDUSTRIAL (NON-DOMESTIC) WASTE

Existing and new businesses in the City of Covina are required to review the requirements set forth in the Industrial Waste Program Ordinance as specified in Title 13 of the Covina Municipal Code and determine if they are required to comply with the ordinance. Examples of businesses that are required to apply for an industrial wastewater discharge permit are (but not limited to) metal finishing and plating shops, car washes, food service establishments, (restaurants, supermarkets, bakeries, etc.) laundries and printed circuit board manufacturers.

ANALYSIS

Willdan individually reviewed the services associated with the Industrial Waste Program. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Industrial Waste activities relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. This analysis has shown that the current fees are over recovering for most services, due to the current tiering structure that is based on the class of project

WATER

The Water Utility Division is committed to planning, protecting, operating, and maintaining the potable water system of the city in a manner that ensures the cost-effective delivery of adequate, high-quality water resources to its customers.

ANALYSIS

Willdan individually reviewed the services and programs associated with the Water Department. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The services included in the analysis for Water are for user requested activities not involving the water rates themselves or the development impact fees. The analysis of those Water activities relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. This analysis has shown that the current fees are under recovering for majority of services.

HOUSING & CDBG

The Covina Economic Development Loan/Grant program (Program) assists in the retention and attraction of qualifying Covina businesses in commercial locations. The purpose of the economic development assistance is to help eligible for-profit businesses meet a financing gap and to become independent, self-sustaining and successful. In return, the businesses will stimulate the economic vitality of the City through job creation and an increase in sales tax.

The Covina Housing Division provides assistance to residents for a variety of needs by providing resource information.

ANALYSIS

Willdan individually reviewed the services and programs associated with the Housing & CDBG. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Housing and CDBG activities relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. This analysis has shown that the current fees are under recovering for.

APPENDIX A – TOTAL ALLOWABLE COST TO BE RECOVERED

Below is the total allowable costs that may be recovered through User Fees; however, only a percentage of the total allowable cost is realized as staff not only works on services related to User Fees, but also works on an array of other City functions during the operational hours of the City. In addition, the frequency of each service activity plays a role in the amount of revenue recovered. As the activity level of certain services fluctuates from year to year, so will the amount of revenue generated by the City's User Fees. Only departments applicable to this study are listed.

Covina - User Fee

Indirect Cost Allocation Summary

Department	Total Allocable Budget	Department S&B	Department Operating Costs	Direct Overhead %	Cap Allocation %
Police	10,091,290	8,787,180	2,315,700	26.4%	16.2%
Public Works	163,450	530,940	467,480	88.0%	68.2%
Parks & Recreation	3,405,900	2,320,700	1,836,660	79.1%	39.6%
Planning & Building	1,179,900	1,210,920	167,490	13.8%	43.5%
Water	1,763,990	718,220	849,750	118.3%	8.3%
Environmental Services	404,590	215,800	429,600	199.1%	23.4%
Equipment Maintenance	39,750	39,500	3,550	9.0%	43.1%
Redevelopment/Housing	213,560	-	-	0.0%	91.4%

APPENDIX B – COST RECOVERY ANALYSIS

The following tables provide the results of the analysis, resulting full cost recovery amount. For fees in which the full cost is listed as “NA”, the amount was not calculable based on cost data or variable fee structure. This is most common when the fee includes a variable component, the cost is determined by a third party’s involvement, or a full cost was not calculated (for penalties, fines, and regulated fees).

Finance Fees

Fee Description	Notes	Full Cost	Current Fee
Returned check fee	As allowed by CA Civil Code 1713	NA	\$25/\$35
Business License Processing Fee		\$ 47.91	30.00
Business License - Change		\$ 8.53	5.00
Business License - Close Out Sale Advertisement		\$ 14.10	10.00
Credit Card Use Fee	Per CA Government Code 6159	NA	Actual Cost

Housing & CDBG

Group	Fee Description	Notes	Full Cost	Current Fee
CDBG Economic Development Loan/Grant Program	Processing fee for application	Refundable if provide a complete application within one month.	\$ 400.34	New
Sale of affordable home	Processing fee to qualify new buyer		\$ 533.78	New
Loan Subordination	Processing Fee		\$ 667.23	New
	CFD Annexation Application		NA	New
Annual Recertification Processing Fee for affordable rental properties (non-tax credit projects)	From 1 to 10 units		\$ 133.45	New
Annual Recertification Processing Fee for affordable rental properties (non-tax credit projects)	Each additional 10 units		\$ 133.45	New
Annual Recertification Processing Fee for affordable rental properties	Processing Fee for the Annual Report	Financed by tax credits or other government assistance in addition to Covina Housing Authority (CHA) funds. This fee category applies only when the non-CHA financing program requires a minimum 55 year affordability covenant	\$ 400.34	New

City Clerk and Records Management Fees

Fee Description	Notes	Full Cost	Current Fee
Copies of documents (Letter or Legal - black & white copies)		\$ 0.25	0.10
Copies of documents (Letter or Legal - color copies)		\$ 0.40	0.10
CD of documents		\$ 5.00	1.00
Council Meeting DVD or audio CD		\$ 39.88	1.00
Mailing documents		NA	No Charge
Fax transmissions or email documents		\$ 0.25	0.10
Certification by City Clerk		\$ 15.56	No Charge
Annual subscription of agenda packet		\$ 93.37	No Charge
Candidate Nomination Filing	per Election Code Section 10228	NA	No Charge
Political Reform Act Late Filing	per day set by FPPC; \$100 maximum	NA	No Charge
Passport Application Fee	Set by Dept of State	NA	25.00
Passport Photo		\$ 15.56	10.00
Notary Service	per GC Section 8211	\$ 15.56	10.00
Reproduction of Campaign Statements	Set by the Fair Political Practices Commission	NA	0.10
Reproduction of Conflict of Interest Statements	Set by the Fair Political Practices Commission	NA	0.10
Reproduction of Campaign Statements which are five of more years old	Set by the Fair Political Practices Commission	NA	5.00

Police Department Fees

Fee Description	Unit	Notes	Full Cost	Current Fee
Daily			\$ 9.04	3.00
Quarterly			\$ 26.76	17.00
Application - Initial			\$ 105.41	25.00
Parking Citations			NA	Varies
Traffic Collision Report - Non-Injury	per page	set per city code	\$ 0.25	0.10
Traffic Collision Report - Injury	per page		\$ 0.25	0.10
All Other	per page		\$ 0.25	0.10
Fingerprinting		plus DOJ fees	\$ 35.42	25.00
Witness Fees - Civilian		per GC 68093; plus DOJ fees	NA	35.00
Witness Fees - Sworn		per GC 68097.2 (b)	NA	275.00
Media (CD, USB, etc)	per media		\$ 6.48	1.00
Paper Copy (Photos, etc.)			\$ 0.25	0.10
Mobile Audio Video (MAV)			\$ 23.71	1.00
Phone			\$ 16.58	1.00
911 Calls			\$ 16.58	1.00
Mobile Data Computer (MDC)			\$ 16.58	0.20
CCTV (jail, station, etc.)			\$ 14.41	1.00
Duplication by outside vendor (Photographs, Media, etc.)			NA	Actual Cost
Bingo Permits			\$ 52.95	50.00
Vehicle Release			\$ 100.21	60.00
Administrative Tow Fee			\$ 203.28	129.00
Vehicle Inspection - Transportation type vehicles			\$ 55.76	50.00
Citation Signoffs			\$ 31.06	25.00
Vehicle Repositions Entry Receipt			\$ 16.85	15.00
Local Clearance Letter (visa, employment, personal, etc.)			\$ 26.35	25.00
Restitution/DUI Reimbursement (hourly or fraction thereof)		per GC 53150-53159; plus actual cost of personnel at scene up to \$12,000 maximum	NA	260.00
Outside Employment		plus actual cost of personnel	\$ 104.88	85.00
Lost Citation	per page		\$ 6.74	0.10
Log Item - Copy	per page		\$ 6.74	0.10
Location/Premise History Search	per page		\$ 6.74	0.10

Police Department Fees

Fee Description	Unit	Notes	Full Cost	Current Fee
Billiard Permit (not active)			\$ 1,867.56	1,960.00
Carnival			\$ 2,277.18	2,445.00
Private Patrols Operators Invest.			\$ 622.63	950.00
Solicitation			\$ 731.98	680.00
Fortunetelling			\$ 1,902.23	2,000.00
ABC Permit & Transfer			\$ 457.45	3,185.00
Massage Parlor Permit Invest.			\$ 2,229.79	2,450.00
CCW Permit Initial application		Limited by GC 26190	N/A	100.00
CCW Permit Renewal		Limited by GC 26190	N/A	25.00
CCW Amended License fee		Limited by GC 26190	N/A	10.00
Second Hand Dealer License			\$ 1,911.10	2,240.00
Second Hand Dealer Renewal			\$ 729.37	1,020.00
Disturbance Violation Service Fee		plus actual cost of personnel	\$ 21.08	Min. \$50.00; Max \$500.00
Application - Concealable Firearms - Retail Sales			\$ 588.37	50.00
Renewal - Concealable Firearms - Retail Sales			\$ 43.02	35.00

Engineering Fees

Fee Description	Unit	Notes	Full Cost	Current Fee
Utility excavation/cuts			\$ 250.16	115.00
Excavation - up to 100 SF			\$ 143.66	1,075.00
Excavation - for each additional 100 SF			\$ 102.30	1,550.00
Driveway, new or modification			\$ 319.25	395.00
Curb drain			\$ 181.80	230.00
Curb and gutter, (plus \$5/LF)			\$ 181.80	305.00
Tree installation		contracted service	NA	115.00
Utility pole or street light (remove, relocate, add, etc.)			\$ 204.59	155.00
Other unlisted works			\$ 181.80	225.00
Encroachment permit -scaffolding, per week or any portion thereof			\$ 163.22	190.00
Encroachment permit - Entire street closure, per day			\$ 227.38	190.00
Encroachment permit - roll-off bins, per week or any portion thereof			\$ 163.22	155.00
Encroachment permit - equipment or materials, per week or any portion thereof (on sidewalk)			\$ 102.30	100.00
Encroachment permit- lane closure only (traffic control per week or less amd per location)			\$ 265.52	100.00
Encroachment permit - overhangs, sidewalk dining, freestanding signs - annual			\$ 320.42	115.00
Wide load permits		per trip	NA	15.00
Lot line adjustment - residential (one line)		plus consultant costs	\$ 561.94	1,025.00
Each additional line, 25% of original		plus consultant costs	\$ 140.48	250.00
Lot line adjustment - commercial (one line)		plus consultant costs	\$ 698.66	1,665.00
Each additional line, 25% of original		plus consultant costs	\$ 174.66	415.00
Street vacation		plus consultant costs	\$ 1,189.58	1,045.00
Street address change			\$ 104.79	335.00
Subaddress addition			\$ 85.62	New
Address Verification			\$ 58.04	New
Proposed development review		plus consultant costs	\$ 1,011.89	1,580.00
Engineering copier - Brewster map (reproduction up to 36x24/sheet)			\$ 11.75	80.00
Engineer copier -(larger 36x48)			\$ 18.82	80.00

Engineering Fees

Fee Description	Unit	Notes	Full Cost	Current Fee
Enlarged city boundary map (poster size reproduction)			\$ 50.95	Actual Cost
Administrative conditional use permit - review			\$ 34.18	620.00
Tentative/Final tract map - initial review - residential (3 reviews)		plus consultant costs	\$ 643.99	2,370.00
Tentative/Final tract map - initial review - commercial (3 reviews)		plus consultant costs	\$ 849.07	2,325.00
Tentative/Final tract map - additional reviews - per review		plus consultant costs	\$ 287.82	120.00
Tentative/Final tract map - extension of time		plus consultant costs	\$ 151.10	310.00
Tentative/Final tract map - amendment (minor)		plus consultant costs	\$ 151.10	310.00
Vacation - rights-of-way		plus consultant costs	\$ 1,189.58	1,240.00
Storm drain plan review		plus consultant costs	\$ 348.74	3,620.00
Plan check - street plans		plus consultant costs	\$ 348.74	410.00
Site plan review		plus consultant costs	\$ 212.02	385.00
Permit application/issuance fee			\$ 48.56	15.00
Research and Document Request			\$ 50.35	New
Additional inspection	per inspection		\$ 60.93	New

Library Fees

Fee Description	Unit	Notes	Full Cost	Current Fee
Library Service Fees - Interlibrary loans from system Libraries			\$ 43.65	3.00
Library Service Fees - Interlibrary loans from outside system			\$ 19.80	3.00
Library Service Fees - Library Card Replacement Fee			\$ 1.10	1.00
Library Service Fees - Community Room Rental Fee - Non Profit	per hour		\$ 137.13	15.00
Library Service Fees - Community Room Rental Fee - Commercial	per hour		\$ 137.13	25.00
Library Service Fees - Computer Printout per page			\$ 2.48	0.15
Library Service Fees - Computer Printouts Color - per page			\$ 2.60	0.50
Library Service Fees -Photocopy per page			\$ 2.46	0.15
Library DVD Rental			\$ 3.30	1.50
Library Late Charges - Books per day		penalty	NA	0.15
Library Late Charges - DVDs per day		penalty	NA	1.00
Library Late Charges - Collection Agency - per item		penalty	NA	20.00
Lost/Damage Book Fees - Proc fee		plus actual material replacement cost	\$ 39.58	4.00
Lost/Damage CD -Proc Fee		plus actual material replacement cost	\$ 30.54	4.00
Lost/Damage DVD-Proc Fee		plus actual material replacement cost	\$ 30.54	4.00
Lost/Damage Magazines - Proc fee		plus actual material replacement cost	\$ 5.87	4.00
Lost/Damage Cases for DVD - Proc fee		plus actual material replacement cost	\$ 10.18	4.00
Lost/Damage Cases for Music CD - Proc fee		plus actual material replacement cost	\$ 10.18	4.00
Lost/Damage Cases for Audiobook - Proc fee		plus actual material replacement cost	\$ 10.18	4.00
Lost/Damage Audio Book CD - Proce fee		plus actual material replacement cost	\$ 10.18	4.00
Bar Code Replacement			\$ 1.40	1.00
Library DVD - Saturday			\$ 3.30	1.00
iPad Overdue Fee	per hour	penalty	NA	20.00
Lost/Damage iPad- Cost Plus Processing Fee			\$ 570.93	450.00
Test Proctoring			\$ 24.97	New
Literacy Application Fee			\$ 17.54	New
Citizenship Classes- Registration Fee			\$ 40.35	New
Homework Help	Per child, per day		\$ 4.41	1.00
Homework Help Registration fee			\$ 5.50	New
Computer Tutoring Sessions		taught by volunteers; cost includes booklet	\$ 8.01	5.00

Library Fees

Fee Description	Unit	Notes	Full Cost	Current Fee
Hold Fee			\$ 1.04	New
Arts & Crafts Fair Vendor Fee			\$ 15.84	15.00
Fax Service		for first 3 pages, plus \$0.50 per additional page	\$ 6.12	New

Planning Fees

Fee Description	Notes	Full Cost	Current Fee
General Plan Amend. - Text or Map Change		\$ 8,478.36	9,875.00
Planned Community Development Ordinance (Establishment of PCD and Major Modification to PCD)		\$ 8,478.36	9,777.00
Zoning Ordinance Amend. - Text or Map Change		\$ 8,478.36	7,721.00
Variance major (non-single-family structure)		\$ 1,397.04	3,761.00
Variance minor		\$ 433.59	1,236.00
Conditional Use Permit		\$ 3,142.20	2,867.00
Administrative Conditional Use Permit		\$ 318.73	1,683.00
Tentative Tract Map		\$ 8,478.36	8,455.00
Tentative Parcel Map		\$ 5,012.79	4,220.00
Counter Review w/o field insp.(minor site & bldg. imp.)		\$ 202.03	200.00
SPR minor w/o DRC (Modifications to existing R-1)		\$ 602.78	400.00
SPR minor w/o DRC (Modifications to existing non R-1)		\$ 850.09	600.00
SPR w/DRC(new dwelling unit or 2nd unit, minor non R-1 Improvements)		\$ 1,430.46	3,187.00
Site Plan Review major		\$ 3,078.59	5,066.00
SPR: Appeal to Planning Commission or City Council / non-applicant		\$ 1,688.27	583.00
SPR: Planning Commission Time Extension Approval		\$ 307.98	234.00
SPR: Administrative Time Extension Approval		\$ 305.05	82.00
Tree Preservation Permit Regular		\$ 2,382.92	150.00
Tree Preservation Permit minor		\$ 2,323.88	2,097.00
Addition to List of Permitted Uses (Planning Comm. / City Council Approval)		\$ 1,288.28	1,584.00
Appeals to Planning Commission or City Council (other than SPR)		\$ 2,291.92	1,686.00
Environmental Review	Initial Study by City Staff	NA	1,686.00
Environmental Expanded Initial Study - Staff review of Consultant Studies	Deposit, plus contract costs & 15% administrative cost	NA	
Environmental Review - Staff review & admin. of additional Studies by Consultants	Deposit, plus contract costs & 15% administrative cost	NA	1,686.00
Environmental Impact Report - Staff review of Consultant Studies	Deposit, plus contract costs & 15% administrative cost	NA	1,686.00
Business License Review (In-Home & Other) Counter review		\$ 77.84	74.00
Business License Review (In-Home & Other) Counter review w/field		\$ 139.66	184.00
City Attorney Review of covenants, easements, agreements & other legal documents		\$ 237.00	per hour
Verification & Research Fee		Variable	Actual Cost
Small Project Landscape & Construction Review Fee a. Artificial Turf installation		\$ 212.35	217.00
Standard Project Landscape & Construction Review Fee		\$ 336.00	545.00
Large Project Landscape & Construction Review Fee		\$ 672.00	714.00
Large / Complex Project Landscape & Construction Review		\$ 1,096.69	1,042.00
City Planner Hourly Rate		\$ 88.70	110.00
Community Development Director		\$ 148.71	New
Assistant Planner Hourly Rate		\$ 61.83	74.00
Senior Administrative Technician Hourly Rate		\$ 63.61	New
Planning Technician Hourly Rate		\$ 52.68	New
Planning Aide Hourly Rate		\$ 32.02	New
Construction Plan Modification		\$ 286.70	195.00

Planning Fees

Fee Description	Notes	Full Cost	Current Fee
Lot Line Adjustment		\$ 214.57	685.00
Grading Plan Review - Single Family Detached		\$ 61.83	199.00
Grading Plan Review - Single Family/Multi Family 10 Lots/Units or Less; Non Residential 1 Acre or Less		\$ 123.65	New
Grading Plan Review - Residential & Non Residential - 1.1 - 2.9 acres		\$ 370.96	New
Grading Plan Review - Residential & Non Residential - 3 acres +		\$ 494.61	New
Outdoor Dining and Display		\$ 200.02	100.00
Yard Sale Permit		\$ 10.15	30.00
Annexation		\$ 10,830.40	9,876.00
Designation of a Heritage Tree (Private Applicant)		\$ 3,127.62	2,273.00
Designation of Historic Landmark(Private Applicant) a. Structure of Merit		\$ 3,127.62	2,273.00
Conditional Use Permit: ABC Investigation		\$ 123.65	82.00
Administrative Conditional Use Permit: Bingo, Las Vegas Nights, Carnivals, etc.		\$ 261.85	122.00
Admin. Conditional Use Permit : Special Event less than 30 days		\$ 261.85	100.00
Conditional Use Permit: 6-month Review of CUP by Planning Comm.		\$ 286.70	546.00
Shopping Cart Containment/Retrieval Plan Review		\$ 168.00	130.00
Reinspection Fee		\$ 123.65	New
Construction Plan Review - Single Family Detached		\$ 123.65	New
Construction Plan Review - Single Family/Multi Family 10 Lots/Units or Less; Non Residential 1 Acre or Less		\$ 247.30	New
Construction Plan Review - Residential & Non Residential - 1.1 - 2.9 acres		\$ 494.61	New
Construction Plan Review - Residential & Non Residential - 3 acres +		\$ 741.91	New
Parking Agreement		\$ 1,333.43	New
Minor Modification to PCD (administrative)		\$ 995.67	New
Administrative CUP - fee for non-profits, etc.		\$ 212.35	New
Variance Major (single-family)		\$ 1,721.86	New
Change in nonconforming use		\$ 3,142.20	New
Sign Permit - Temporary		\$ 200.02	New
Sign Permit - Annual Display Program		\$ 437.22	New
Sign Permit - Permanent		\$ 348.53	New
Zoning Verification Letter		\$ 200.02	New
Special Construction Permit (Noise)		\$ 168.00	New
Special Plan Review (Lighting, CMD, Parking, etc.)		\$ 212.35	New
Pre-submittal application review	based on hourly rate of applicable staff member and number of hours involved for all development types except involving individual single family residence	Variable	New
General Plan Update Fee	% of Building Permit Fee	11.3%	New

Parks & Recreation Fees

Fee Description	Full Cost	Current Fee
Leaders-in-Training (per program period)	\$ 788.69	40.00
Little Tots Soccer (8 weeks - 1 day per week)	\$ 68.69	65.00
Little Tots Basketball (8 weeks - 1 day per week)	\$ 68.69	65.00
Little Tots T-ball (8 weeks - 1 day per week)	\$ 71.69	65.00
Little Tots Flag Football (8 weeks - 1 day per week)	\$ 90.69	65.00
Pee Wee, Youth, Junior Soccer (8 weeks - 2 days per week)	\$ 96.71	90.00
Pee Wee, Youth, Junior Basketball (8 weeks - 2 days per week)	\$ 95.71	90.00
Pee Wee, Youth, Junior T-ball/Softball (8 weeks - 2 days per week)	\$ 93.74	90.00
Pee Wee, Youth, Junior Flag Football (8 weeks - 2 days per week)	\$ 97.71	90.00
Summer Day Camp (per week)	\$ 259.29	120.00
Sports Lighting (varies per field per hour - average)	\$ 39.49	32.00
Special Events (fees vary - average)	\$ 31.48	10.00
Senior Excursions (fees vary - average)	\$ 35.96	29.00
Senior Classes (fees vary - average)	\$ 32.01	30.00
Joslyn Center Membership (per calendar year)	\$ 19.88	10.00
Parade Entry - General	NA	45.00
Parade Entry - Band	NA	95.00
Parade Entry - Equestrian	NA	55.00
Parade Entry - Commercial	NA	110.00
Parade Entry Late Fee	NA	20.00
Parade Vendor	NA	100.00
Weekday Group Lessons (8 days, 50 minutes per day)	\$ 94.34	50.00
Saturday Group Lessons (5 days, 50 minutes per day)	\$ 75.47	40.00
Weekday Private Lessons (8 days, 50 minutes per day)	\$ 254.72	135.00
Weekday Semi-private Lessons (8 days, 50 minutes per day)	\$ 160.38	85.00
Saturday Private Lessons (5 days, 50 minutes per day)	\$ 141.51	75.00
Saturday Semi-private Lessons (5 days, 50 minutes per day)	\$ 103.77	55.00
Swim Team (10 weeks, 4 days per week, including meets)	\$ 283.02	150.00
Aqua Aerobics (20 class Flex Pass)	\$ 132.08	70.00
Aqua Aerobics (drop in - per person per day)	\$ 7.55	4.00
Lap Swim (per person per day)	\$ 3.77	2.00
Recreation Swimming (per person per day)	\$ 1.89	1.00

Parks & Recreation Fees

Fee Description	Full Cost	Current Fee
Lifeguard/Instructor Camp	\$ 405.66	215.00
Junior Lifeguard Course	\$ 141.51	75.00
Rec N' Roll Movie Experience	\$ 794.97	725.00
Banner Hanging	\$ 350.98	282.00

Environmental Services Fees

Fee Description	Unit	Notes	Full Cost	Current Fee
Environmental Plan Review - Standard	per hour	1 hour min	\$ 269.74	40.00
NPDES - Environmental Compliance Fee (charged to all non home-based businesses with business license application and renewal)	annual	charged with annual Bus Lic renewal.	\$ 33.79	15.00
NPDES Permit Inspection - Restaurants	annual	plus consultant costs	\$ 54.23	50.00
NPDES Permit Inspection - Commercial/Industrial	annual	plus consultant costs	\$ 54.23	85.00
STORMWATER MITIGATION REVIEW DEVELOPMENT/REDEVELOPMENT < 5,000 sf impervious area & other land disturbing	Deposit	Plus \$62 admin	\$ 62.55	300.00
STORMWATER MITIGATION REVIEW DEV/REDEV >= 5,000 to 9,999 SF impervious area	Deposit	Plus \$62 admin	\$ 62.55	600.00
STORMWATER MITIGATION REVIEW DEV/REDEV >= 10,000 sf impervious area	Deposit	Plus \$62 admin	\$ 62.55	600.00
CONSTRUCTION SITE STORMWATER PLAN < 1 acre	Deposit	Plus \$62 admin	\$ 62.55	1,200.00
CONSTRUCTION SITE STORMWATER PLAN >= 1 acre	Deposit	Plus \$62 admin	\$ 62.55	600.00
NPDES Construction Site Inspection	per inspection	(min of 1 per month during active construction)	\$ 146.22	75.00
NPDES Construction Site Inspection - violation follow-up (per incident)	per inspection	plus consultant costs	\$ 246.34	125.00
Minor plan review (residential addition, interior-only tenant improvement)	per hour	30 minute min	\$ 131.40	New
Major plan review (new construction, major tenant improvement, tenant improvement with outdoor construction, grading, other)	per hour	1 hour min	\$ 231.52	New

Environmental Services Fees

Fee Description	Unit	Notes	Full Cost	Current Fee
Landscape and exterior water usage plan review	per hour	30 minute min	\$ 131.40	New
Post-construction BMP installation inspections	per inspection	plus consultant costs	\$ 98.87	New
Post-construction BMP maintenance inspections	per inspection	plus consultant costs	\$ 98.87	New
Post-construction BMP enforcement	per hour	1 hour min	\$ 244.79	New
C&D Performance Security Deposit	Refundable Deposit	\$30,000 maximum	NA	New
C&D admin review small TIs and Residential Additions (non-refundable)			\$ 139.47	New
C&D admin review mid-sized TIs, Single Family Residential new construction (non-refundable)			\$ 269.61	New
C&D admin review large TI, multifamily, Commercial/Industrial and other projects (non-refundable)			\$ 602.52	New
C&D Diversion Plan additional review or verification	per hour	30 minute min	\$ 175.78	New
Maintenance Covenant Processing			\$ 203.55	New
Transfer of property subject to Maintenance Covenant of structural and/or treatment control BMPs			\$ 153.48	New
Hazardous Material/Illicit Discharge Response 7:30am-5:30pm Mon-Thurs	per hour	30 minute increments	\$ 187.72	75.00
Hazardous Material/Illicit Discharge Response 5:30pm-7:30am; Fridays; Saturday; Sunday & Holidays	per hour		\$ 273.03	125.00
Hazardous Material/Illicit Discharge Response - Material Fee		plus cost of materials	\$ 104.06	Actual cost

Environmental Services Fees

Fee Description	Unit	Notes	Full Cost	Current Fee
Hazardous Material/Illicit Discharge Response - Cleanup and Disposal Fee	per hour	Plus cost of PW staff time & disposal costs	\$ 166.61	Actual cost
Refuse - large event and venue waste reduction & recycling plan review			\$ 98.87	50.00
Illegal Recycling Container Impound Fee		penalty	NA	500.00
Minor activity/event review			\$ 31.28	New
Major activity/event review			\$ 62.55	New
NPDES Permit "No-Exposure" or "Non-Applicability" or other Certification verification	per verification inspection	Actual consultant cost for inspection plus admin	\$ 67.59	New
Recycling permit fee	per year		\$ 88.75	New
Pool discharge permit	per inspection		\$ 57.47	New
Mobile Washing Permit and equipment/process inspection	per inspection	at Bus Lic review	\$ 57.47	New
Water quality sampling of illicit discharge	per sampling event	plus sampling costs	\$ 198.99	New
Compost bin and other item sale			NA	New

Industrial Waste Fees (Non-Domestic)

Fee Description	Unit	Notes	Full Cost	Current Fee
Plan review fee - Class 1 - sewer - new	flat	New connection to main line sewer	\$ 394.29	574.00
Plan review fee - Class 1 - sewer - revised	flat	Revised connection to main line sewer	\$ 394.29	420.00
Plan review fee - Class 1 - on-site - new	flat	Disposal other than sewer system	\$ 394.29	651.00
Plan review fee - Class 1 - on-site - revised	flat	Disposal to another location	\$ 394.29	497.00
Plan review fee - Class 1 - off-site - new	flat		\$ 394.29	613.00
Plan review fee - Class 1 - off-site - revised	flat		\$ 394.29	459.00
Plan review fee - Class 2 - sewer - new	flat		\$ 394.29	728.00
Plan review fee - Class 2 - sewer - revised	flat		\$ 394.29	574.00
Plan review fee - Class 2 - on-site - new	flat		\$ 394.29	805.00
Plan review fee - Class 2 - on-site - revised	flat		\$ 394.29	651.00
Plan review fee - Class 2 - off-site - new	flat		\$ 394.29	767.00
Plan review fee - Class 2 - off-site - revised	flat		\$ 394.29	613.00
Plan review fee - Class 3 - sewer - new	flat		\$ 394.29	882.00
Plan review fee - Class 3 - sewer - revised	flat		\$ 394.29	728.00
Plan review fee - Class 3 - on-site - new	flat		\$ 394.29	959.00
Plan review fee - Class 3 - on-site - revised	flat		\$ 394.29	805.00
Plan review fee - Class 3 - off-site - new	flat		\$ 394.29	921.00
Plan review fee - Class 3 - off-site - revised	flat		\$ 394.29	767.00
Plan review fee - Class 4 - sewer - new	flat		\$ 394.29	1,036.00
Plan review fee - Class 4 - sewer - revised	flat		\$ 394.29	882.00
Plan review fee - Class 4 - on-site - new	flat		\$ 394.29	1,114.00
Plan review fee - Class 4 - on-site - revised	flat		\$ 394.29	959.00
Plan review fee - Class 4 - off-site - new	flat		\$ 394.29	1,075.00
Plan review fee - Class 4 - off-site - revised	flat		\$ 394.29	921.00
Plan review fee - Class 5 - sewer - new	flat		\$ 394.29	1,191.00
Plan review fee - Class 5 - sewer - revised	flat		\$ 394.29	1,036.00
Plan review fee - Class 5 - on-site - new	flat		\$ 394.29	1,422.00
Plan review fee - Class 5 - on-site - revised	flat		\$ 394.29	1,114.00
Plan review fee - Class 5 - off-site - new	flat		\$ 394.29	1,229.00
Plan review fee - Class 5 - off-site - revised	flat		\$ 394.29	1,075.00

Industrial Waste Fees (Non-Domestic)

Fee Description	Unit	Notes	Full Cost	Current Fee
Plan review fee - Class 5 - off-site - revised	flat		\$ 394.29	1,075.00
Plan review fee - Class 6 - sewer - new	flat		\$ 394.29	1,345.00
Plan review fee - Class 6 - sewer - revised	flat		\$ 394.29	1,191.00
Plan review fee - Class 6 - on-site - new	flat		\$ 394.29	1,653.00
Plan review fee - Class 6 - on-site - revised	flat		\$ 394.29	1,422.00
Plan review fee - Class 6 - off-site - new	flat		\$ 394.29	1,383.00
Plan review fee - Class 6 - off-site - revised	flat		\$ 394.29	1,229.00
Industrial waste disposal permit - sewer - new	flat	Application Fee	\$ 337.98	343.00
Industrial waste disposal permit - sewer - revised	flat	Application Fee	\$ 337.98	228.00
Industrial waste disposal permit - on-site - new	flat	Application Fee	\$ 337.98	420.00
Industrial waste disposal permit - on-site - revised	flat	Application Fee	\$ 337.98	343.00
Industrial waste annual inspection fee - Class A	per inspection, minimum of 1	Application Fee	\$ 229.83	223.00
Industrial waste annual inspection fee - Class B	per inspection, minimum of 2	Application Fee	\$ 452.71	445.00
Industrial waste annual inspection fee - Class C	per inspection, minimum of 3	Application Fee	\$ 678.41	667.00
Industrial waste annual inspection fee - Class D	per inspection, minimum of 4		\$ 898.49	889.00
Industrial waste annual inspection fee - Class E	per inspection, 1 every 2 month		\$ 1,138.40	1,042.00
Industrial waste annual inspection fee - Class M	per inspection, 1 every month		\$ 1,858.12	2,210.00
Industrial waste annual inspection fee - Class RDS	flat	Rain water diversion	\$ 372.91	245.00
Wastewater sampling and analysis		Plus materials and any additional personnel costs	\$ 344.67	223.00
Application for closure and inspection of pretreatment facility		NA	\$ 227.02	357.00
Review of site-remedial investigation and clean-up plan, initial deposit	flat		\$ 272.78	309.00
Additional site-remediation investigation, per hour	actual	actual PW staff time + admin	\$ 102.93	78.00
Inspections outside normal business hours, per hour	Per Hour	2 hours min - Bldg Inspector	\$ 378.99	105.00
Supplemental or re-inspection	flat		\$ 272.78	223.00

Industrial Waste Fees (Non-Domestic)

Fee Description	Unit	Notes	Full Cost	Current Fee
Additional plan review or revisions of previously approved plans, per hour	Per Hour		\$ 336.78	78.00

Water Fees

Fee Description	Unit	Notes	Full Cost	Current Fee
Fire Flow Availability			\$ 240.08	125.00
Water Meter Test			\$ 112.25	35.00
Initial Service Turn - On Next Bus Day			\$ 51.66	-
Initial Service Turn On - After Hours			\$ 306.24	120.00
Broken Lock / Damage		plus cost of lock	\$ 69.40	Actual Cost
Pressure Test			\$ 46.85	50.00
Meter Re-Read			\$ 37.87	30.00
Initial Fire Hydrant Meter Set / Removal			\$ 80.04	80.00
Each Additional Set and Removal			\$ 41.06	40.00
Delinquent Account Field Notification			\$ 31.53	25.00
Mult-Unit Delinquent Account Field Notification		per unit	\$ 3.92	2.00
Trip Charge for Additional Field Visit			\$ 94.60	15.00
Delinquent Reconnect Fee - Next Business Day			\$ 81.49	50.00
Delinquent Reconnect Fee - After Hours			\$ 365.90	120.00
Additional Fee if Customer has Self-Restored Turn on & off Water Service Customer Repair			\$ 161.94	100.00
Turn on & off Water Service Customer Repair After Hours - Planned			\$ 88.43	-
Meter Set		plus actual cost	\$ 329.05	120.00
Service Line Install		plus actual cost	\$ 103.27	Actual Cost + Admin fee
			\$ 398.52	Actual Cost + Admin Fee

Building Fees

Fee Description	Unit	Full Cost	Current Fee
Standard Hourly Rate		\$ 123.97	133.00
Antenna Equipment Container		\$ 362.85	346.00
Antenna 0-30 ft		\$ 362.85	346.00
Antenna 31+ ft		\$ 362.85	426.00
Cellular/Mobile Phone, free-standing		\$ 362.85	293.00
Cellular/Mobile Phone, co-location		\$ 362.85	293.00
Awning or Canopy		\$ 165.24	200.00
Balcony addition		\$ 225.21	200.00
Carport		\$ 285.19	173.00
Carport (with Calcs)		\$ 347.18	240.00
Change of Occupancy		\$ 302.87	253.00
Interior wall		\$ 225.21	200.00
Exterior wall		\$ 225.21	200.00
Commercial Coach (per unit)		\$ 265.05	280.00
Covered Porch		\$ 225.21	200.00
Deck (wood)		\$ 165.24	160.00
Deck (wood) (with Calcs)		\$ 227.22	200.00
Demolition		\$ 203.06	253.00
New door (non structural)		\$ 165.24	186.00
New door (structural shear wall/masonry)		\$ 227.22	253.00
Up to 10 feet in height (first 100 lf)		\$ 225.21	186.00
Each additional 100 lf		\$ 119.95	67.00
Over 10 feet in height (first 100 lf)		\$ 287.20	226.00
Over 10 feet in height (first 100 lf with Calcs)		\$ 347.18	280.00
Each additional 100 lf		\$ 119.95	133.00
Masonry, over 3 feet up to 6 feet high (first 100 lf)		\$ 225.21	186.00
Masonry, over 3 feet up to 6 feet high: Each additional 100 lf		\$ 179.93	67.00
Masonry, Special Design (6-10' high)		\$ 347.18	253.00
Masonry, Special Design : Each additional 100 lf		\$ 301.89	107.00
Masonry, Special Design (over 10' high)		\$ 347.18	320.00
Masonry, Special Design: Each additional 100 lf		\$ 301.89	133.00
Fireplace: Masonry		\$ 225.21	186.00
Fireplace: Masonry (with Calcs)		\$ 287.20	253.00
Fireplace: Pre-Fabricated / Metal		\$ 225.21	280.00

Building Fees

Fee Description	Unit	Full Cost	Current Fee
Flag pole (over 30 feet in height)		\$ 165.24	160.00
Wood frame up to 1,000 s.f.		\$ 347.18	320.00
Masonry up to 1,000 s.f.		\$ 407.15	453.00
Greenhouse (non-commercial)		\$ 165.24	160.00
Greenhouse (non-commercial) (with Calcs)		\$ 227.22	213.00
Lighting pole		\$ 203.06	173.00
each add'l pole		\$ 97.80	53.00
Mobile Home		\$ 287.20	280.00
Mobile Home, double wide		\$ 287.20	386.00
Partition - Commercial, Interior (up to 30 lf)		\$ 362.85	226.00
Partition - Commercial, Interior: Additional partition (each 30 lf)		\$ 135.63	107.00
Partition - Residential, Interior (up to 30 lf)		\$ 287.20	186.00
Partition - Residential, Interior: Additional partition (each 30 lf)		\$ 59.98	67.00
Wood frame (up to 300 sf)		\$ 225.21	186.00
Wood frame (up to 300 sf with Calcs)		\$ 287.20	253.00
Metal frame (up to 300 sf)		\$ 225.21	160.00
Other frame (up to 300 sf)		\$ 225.21	186.00
Additional patio (up to 300 sf)		\$ 59.98	80.00
Enclosed (up to 300 sf)		\$ 285.19	160.00
Enclosed, wood frame (up to 300 sf with Calcs)		\$ 347.18	200.00
Enclosed, metal frame (up to 300 sf)		\$ 285.19	186.00
Enclosed, metal frame (up to 300 sf with Calcs)		\$ 347.18	213.00
Enclosed, other frame (up to 300 sf)		\$ 285.19	240.00
Additional enclosed patio (each 300 sf)		\$ 59.98	93.00
Photovoltaic System (per kWh)		\$ 287.20	265.00
Cast in Place Concrete (first 10 piles)		\$ 165.24	160.00
Cast in Place Concrete: Additional Piles (increments of 10)		\$ 59.98	80.00
Driven (steel, pre-stressed concrete up to 10)		\$ 165.24	186.00
Driven: Additional Piles (increments of 10)		\$ 59.98	80.00
Pre-Plan Inspection	per hour	\$ 165.24	133.00
Stucco Applications (up to 400 sf)		\$ 165.24	160.00
Additional Stucco Application (each 400 sf)		\$ 59.98	27.00
Relocated Building (within 25 miles of city offices)		\$ 306.00	306.00
Relocated Building: Each additional 10 miles (or portion thereof)		-	-

Building Fees

Fee Description	Unit	Full Cost	Current Fee
First 50 lf		\$ 165.24	186.00
Additional retaining wall (each 50 lf)		\$ 29.99	13.00
Special Design, 3-10' high (up to 50 lf)		\$ 287.20	280.00
Special Design, 3-10' high: Additional retaining wall (each 50 lf)		\$ 59.98	27.00
Special Design, over 10' high (up to 50 lf)		\$ 287.20	333.00
Special Design, 3-10' high: Additional retaining wall (each 50 lf)		\$ 59.98	40.00
Gravity / Crib Wall (first 50 lf)		\$ 225.21	213.00
Gravity / Crib Wall: Additional Gravity / Crib Wall (each 50 lf)		\$ 59.98	27.00
Gravity / Crib Wall, over 10' high (up to 50 lf)		\$ 287.20	240.00
Gravity / Crib Wall, over 10' high: Additional Gravity / Crib Wall (each 50 lf)		\$ 59.98	40.00
500 s.f. Single Story		\$ 285.19	240.00
Kitchen (more than 500 sf)		\$ 285.19	320.00
Additional remodel (garage conversions - each 500 sf)		\$ 59.98	67.00
Tile/Shake (first 100 sf)		\$ 165.24	93.00
Tile/Shake: Each additional 100 sf		\$ 29.99	13.00
Comp/Metal (first 100 sf)		\$ 165.24	80.00
Comp/Metal: Each additional 100 sf		\$ 29.99	13.00
Roof Structure Replacement (up to 100 sf)		\$ 225.21	160.00
Additional roof structure replacement (each 100 sf)		\$ 59.98	27.00
Up to 500 s.f.		\$ 285.19	373.00
Up to 500 s.f. (with Calcs)		\$ 347.18	400.00
Additional room addition (over 500 s.f.)		\$ 119.95	120.00
Additional room addition (over 500 s.f. with Calcs)		\$ 181.94	146.00
Up to 500 s.f.		\$ 347.18	400.00
Up to 500 s.f. (with Calcs)		\$ 347.18	346.00
Additional room addition (over 500 s.f.)		\$ 119.95	120.00
Additional room addition (over 500 s.f. with Calcs)		\$ 181.94	146.00
Sauna - steam		\$ 225.21	240.00
Stone and Brick Veneer (interior or exterior - up to 400 sf)		\$ 225.21	160.00
All Other (up to 400 sf)		\$ 59.98	120.00
Additional siding (each 400 sf)		\$ 59.98	13.00
Permanent		\$ 165.24	160.00

Building Fees

Fee Description	Unit	Full Cost	Current Fee
Temporary		\$ 165.24	120.00
Directional		\$ 105.26	120.00
Each additional Directional Sign		\$ 59.98	27.00
Freeway sign		\$ 285.19	346.00
Freeway sign with Master Plan		\$ 285.19	479.00
Ground / Roof / Projecting Signs		\$ 225.21	240.00
Wall/Awning Sign, Non-Electric		\$ 105.26	107.00
Wall, Electric		\$ 225.21	133.00
Less than 10 sf		\$ 165.24	146.00
Greater than 10 sf or structural		\$ 227.22	213.00
Spa or Hot Tub (Pre-fabricated)		\$ 165.24	120.00
Stairs - First Flight		\$ 165.24	160.00
Each additional flight		\$ 59.98	40.00
0-8' high (up to 100 lf)		\$ 240.89	133.00
0-8' high: each additional 100 lf		\$ 135.63	27.00
over 8' high (up to 100 lf)		\$ 302.87	173.00
over 8' high: each additional 100 lf		\$ 135.63	40.00
Vinyl-lined (up to 800 s.f.)		\$ 287.20	280.00
Fiberglass		\$ 287.20	293.00
Gunite - Custom and to establish master (up to 800 s.f.)		\$ 407.15	479.00
Additional pool (over 800 sf)		\$ 105.26	80.00
Commercial pool (up to 800 sf)		\$ 407.15	413.00
Commercial pool (over 800 sf)		\$ 407.15	439.00
Temporary Utility Connection or Occupancy		\$ 165.24	133.00
Replacement (frame and pane)	each 10	\$ 165.24	133.00
New Window (non structural)	each 10	\$ 165.24	160.00
New window (structural shear wall/masonry)	each 10	\$ 227.22	186.00
Bay Window (structural)		\$ 227.22	213.00
Carnivals and Tents		\$ 205.07	160.00
Underground Storage Tanks installation/removal	per tank	\$ 300.86	200.00
ADA Ramps		\$ 287.20	160.00
Research	per 1/2 hour	\$ 105.26	75.00
Pre-Plan Inspection	per hour	\$ 169.25	133.00

Building Fees

Fee Description	Unit	Full Cost	Current Fee
Supplemental Plan Check Fee (@ Counter)	per hour	\$ 169.25	133.00
Supplemental Inspection Fee	per hour	\$ 169.25	133.00
Change of Contractor		\$ 45.28	40.00
Code Compliance Inspections/Reinspection		\$ 218.80	253.00
Emergency (Non-Scheduled) Call-Out Fee	4 hr min	\$ 45.28	532.00
After Hours (Scheduled) Call-Out Fee	2 hr min	\$ 405.14	266.00
Each additional call-out hour		\$ 225.21	133.00
Re-Check Fee	per 1/2 hour	\$ 107.27	75.00
Reinspection Fee	per 1/2 hour	\$ 105.26	75.00
Fire Safe Standards Review (SRA)	per hour	\$ 169.25	133.00
FEMA Flood Zone Review	per hour	\$ 169.25	133.00
Soils Review (up to 1/2 hour)		\$ 169.25	75.00
Special Inspector Application (new item)		\$ 45.28	48.39
Deed Restriction	per 1/2 hour	\$ 107.27	75.00
Travel and Documentation (standard)		\$ 45.28	36.00
Travel and Documentation (additional trip)		\$ 45.28	36.00
Permit Issuance		\$ 45.28	15.00
Reinspection Fee	per hour	\$ 165.24	133.00
Stand Alone Mechanical Plan Check	per hour	\$ 169.25	133.00
Stand Alone Plumbing Plan Check	per hour	\$ 166.94	133.00
Stand Alone Electrical Plan Check	per hour	\$ 169.25	133.00
Single Phase Service	per 100 amps	\$ 165.24	67.00
Three Phase Service	per 100 amps	\$ 165.24	80.00
Other Electrical Inspections	per hour	\$ 165.24	133.00
"After Hours" Construction Permit		\$ 45.28	50.00

**CITY OF COVINA
CONSOLIDATED SCHEDULE OF NEW CONSTRUCTION FEES (P/C PROCESSING AND INSPECTION COMBINED)
(All Construction Types)**

UPC Class	Occupancy Type	Types IA, (I & IFR)										Types IB, IIA, IIIA, VA, (II & III & V-1HR)										Types IIB, IIIB, IV, VB (II & III & V-1N)									
		Project Size Threshold	Current Fee	Full Cost using % change needed	Suggested Base Fee	Current Fee for Each Additional 100 s.f.	Full Cost for Each using ICC per sq ft	Suggested Fee for Each Additional 100 s.f.	Difference in base fee	Current Fee	Full Cost using % change needed	Suggested Base Fee	Current Fee for Each Additional 100 s.f.	Full Cost for Each using ICC per sq ft	Suggested Fee for Each Additional 100 s.f.	Difference in base fee	Current Fee	Full Cost using % change needed	Suggested Base Fee	Current Fee for Each Additional 100 s.f.	Full Cost for Each using ICC per sq ft	Suggested Fee for Each Additional 100 s.f.	Difference in base fee								
A-1 Medical offices with OSHPD cert	A-1 Medical	5,000	\$2,580.33	\$2,580.33	\$2,580.33	\$516.06	\$516.06	\$0.00	\$1,900.00	\$1,900.00	\$1,900.00	\$625.00	\$625.00	\$625.00	\$0.00	\$1,520.00	\$1,520.00	\$1,520.00	\$500.00	\$500.00	\$500.00	\$35.00	\$35.00	\$35.00							
		10,000	\$2,580.33	\$2,580.33	\$2,580.33	\$516.06	\$516.06	\$0.00	\$1,900.00	\$1,900.00	\$1,900.00	\$625.00	\$625.00	\$625.00	\$0.00	\$1,520.00	\$1,520.00	\$1,520.00	\$500.00	\$500.00	\$500.00	\$35.00	\$35.00	\$35.00							
		20,000	\$3,035.00	\$3,035.00	\$3,035.00	\$551.00	\$551.00	\$562.29	\$2,530.00	\$2,530.00	\$2,530.00	\$630.00	\$630.00	\$630.00	\$4.87	\$2,025.00	\$2,025.00	\$2,025.00	\$45.00	\$45.00	\$45.00	\$3.90	\$3.90	\$3.90							
		30,000	\$3,545.00	\$3,545.00	\$3,545.00	\$601.00	\$601.00	\$657.48	\$2,935.00	\$2,935.00	\$2,935.00	\$675.00	\$675.00	\$675.00	\$8.87	\$2,465.00	\$2,465.00	\$2,465.00	\$55.00	\$55.00	\$55.00	\$5.33	\$5.33	\$5.33							
		40,000	\$4,100.00	\$4,100.00	\$4,100.00	\$661.00	\$661.00	\$726.98	\$3,450.00	\$3,450.00	\$3,450.00	\$735.00	\$735.00	\$735.00	\$12.55	\$2,965.00	\$2,965.00	\$2,965.00	\$65.00	\$65.00	\$65.00	\$7.44	\$7.44	\$7.44							
		50,000	\$4,695.00	\$4,695.00	\$4,695.00	\$726.00	\$726.00	\$801.75	\$4,075.00	\$4,075.00	\$4,075.00	\$810.00	\$810.00	\$810.00	\$17.11	\$3,565.00	\$3,565.00	\$3,565.00	\$75.00	\$75.00	\$75.00	\$9.90	\$9.90	\$9.90							
		60,000	\$5,300.00	\$5,300.00	\$5,300.00	\$796.00	\$796.00	\$882.21	\$4,730.00	\$4,730.00	\$4,730.00	\$885.00	\$885.00	\$885.00	\$22.66	\$4,245.00	\$4,245.00	\$4,245.00	\$80.00	\$80.00	\$80.00	\$12.09	\$12.09	\$12.09							
		70,000	\$5,920.00	\$5,920.00	\$5,920.00	\$871.00	\$871.00	\$970.07	\$5,415.00	\$5,415.00	\$5,415.00	\$975.00	\$975.00	\$975.00	\$28.11	\$4,965.00	\$4,965.00	\$4,965.00	\$85.00	\$85.00	\$85.00	\$15.99	\$15.99	\$15.99							
		80,000	\$6,555.00	\$6,555.00	\$6,555.00	\$951.00	\$951.00	\$1,077.48	\$6,130.00	\$6,130.00	\$6,130.00	\$1,075.00	\$1,075.00	\$1,075.00	\$33.56	\$5,655.00	\$5,655.00	\$5,655.00	\$90.00	\$90.00	\$90.00	\$20.99	\$20.99	\$20.99							
		90,000	\$7,205.00	\$7,205.00	\$7,205.00	\$1,036.00	\$1,036.00	\$1,232.29	\$6,885.00	\$6,885.00	\$6,885.00	\$1,135.00	\$1,135.00	\$1,135.00	\$39.01	\$6,375.00	\$6,375.00	\$6,375.00	\$95.00	\$95.00	\$95.00	\$26.99	\$26.99	\$26.99							
A-1 Theater	A-1 Theater	5,000	\$4,432.00	\$4,432.00	\$4,432.00	\$886.40	\$886.40	\$82.21	\$3,645.00	\$3,645.00	\$3,645.00	\$119.44	\$119.44	\$119.44	\$0.00	\$2,455.00	\$2,455.00	\$2,455.00	\$108.00	\$108.00	\$108.00	\$12.09	\$12.09	\$12.09							
		10,000	\$5,233.00	\$5,233.00	\$5,233.00	\$1,046.60	\$1,046.60	\$97.07	\$4,360.00	\$4,360.00	\$4,360.00	\$140.00	\$140.00	\$140.00	\$0.00	\$3,165.00	\$3,165.00	\$3,165.00	\$126.00	\$126.00	\$126.00	\$14.08	\$14.08	\$14.08							
		20,000	\$6,132.00	\$6,132.00	\$6,132.00	\$1,216.24	\$1,216.24	\$113.75	\$5,115.00	\$5,115.00	\$5,115.00	\$165.00	\$165.00	\$165.00	\$0.00	\$3,980.00	\$3,980.00	\$3,980.00	\$144.00	\$144.00	\$144.00	\$16.08	\$16.08	\$16.08							
		30,000	\$7,100.00	\$7,100.00	\$7,100.00	\$1,395.00	\$1,395.00	\$133.23	\$5,985.00	\$5,985.00	\$5,985.00	\$195.00	\$195.00	\$195.00	\$0.00	\$4,865.00	\$4,865.00	\$4,865.00	\$162.00	\$162.00	\$162.00	\$18.08	\$18.08	\$18.08							
		40,000	\$8,135.00	\$8,135.00	\$8,135.00	\$1,583.00	\$1,583.00	\$157.48	\$6,935.00	\$6,935.00	\$6,935.00	\$235.00	\$235.00	\$235.00	\$0.00	\$5,785.00	\$5,785.00	\$5,785.00	\$180.00	\$180.00	\$180.00	\$20.08	\$20.08	\$20.08							
		50,000	\$9,225.00	\$9,225.00	\$9,225.00	\$1,780.00	\$1,780.00	\$187.72	\$7,955.00	\$7,955.00	\$7,955.00	\$285.00	\$285.00	\$285.00	\$0.00	\$6,655.00	\$6,655.00	\$6,655.00	\$198.00	\$198.00	\$198.00	\$22.08	\$22.08	\$22.08							
		60,000	\$10,355.00	\$10,355.00	\$10,355.00	\$1,985.00	\$1,985.00	\$209.77	\$9,035.00	\$9,035.00	\$9,035.00	\$345.00	\$345.00	\$345.00	\$0.00	\$7,455.00	\$7,455.00	\$7,455.00	\$216.00	\$216.00	\$216.00	\$24.08	\$24.08	\$24.08							
		70,000	\$11,525.00	\$11,525.00	\$11,525.00	\$2,195.00	\$2,195.00	\$238.21	\$10,185.00	\$10,185.00	\$10,185.00	\$415.00	\$415.00	\$415.00	\$0.00	\$8,315.00	\$8,315.00	\$8,315.00	\$234.00	\$234.00	\$234.00	\$26.08	\$26.08	\$26.08							
		80,000	\$12,735.00	\$12,735.00	\$12,735.00	\$2,415.00	\$2,415.00	\$272.48	\$11,415.00	\$11,415.00	\$11,415.00	\$495.00	\$495.00	\$495.00	\$0.00	\$9,445.00	\$9,445.00	\$9,445.00	\$264.00	\$264.00	\$264.00	\$28.08	\$28.08	\$28.08							
		90,000	\$14,085.00	\$14,085.00	\$14,085.00	\$2,645.00	\$2,645.00	\$312.29	\$12,735.00	\$12,735.00	\$12,735.00	\$585.00	\$585.00	\$585.00	\$0.00	\$10,615.00	\$10,615.00	\$10,615.00	\$294.00	\$294.00	\$294.00	\$30.08	\$30.08	\$30.08							
A-2 Church	A-2 Church	5,000	\$4,432.00	\$4,432.00	\$4,432.00	\$886.40	\$886.40	\$82.21	\$3,645.00	\$3,645.00	\$3,645.00	\$119.44	\$119.44	\$119.44	\$0.00	\$2,455.00	\$2,455.00	\$2,455.00	\$108.00	\$108.00	\$108.00	\$12.09	\$12.09	\$12.09							
		10,000	\$5,233.00	\$5,233.00	\$5,233.00	\$1,046.60	\$1,046.60	\$97.07	\$4,360.00	\$4,360.00	\$4,360.00	\$140.00	\$140.00	\$140.00	\$0.00	\$3,165.00	\$3,165.00	\$3,165.00	\$126.00	\$126.00	\$126.00	\$14.08	\$14.08	\$14.08							
		20,000	\$6,132.00	\$6,132.00	\$6,132.00	\$1,216.24	\$1,216.24	\$113.75	\$5,115.00	\$5,115.00	\$5,115.00	\$165.00	\$165.00	\$165.00	\$0.00	\$3,980.00	\$3,980.00	\$3,980.00	\$144.00	\$144.00	\$144.00	\$16.08	\$16.08	\$16.08							
		30,000	\$7,100.00	\$7,100.00	\$7,100.00	\$1,395.00	\$1,395.00	\$133.23	\$5,985.00	\$5,985.00	\$5,985.00	\$195.00	\$195.00	\$195.00	\$0.00	\$4,865.00	\$4,865.00	\$4,865.00	\$162.00	\$162.00	\$162.00	\$18.08	\$18.08	\$18.08							
		40,000	\$8,135.00	\$8,135.00	\$8,135.00	\$1,583.00	\$1,583.00	\$157.48	\$6,935.00	\$6,935.00	\$6,935.00	\$235.00	\$235.00	\$235.00	\$0.00	\$5,785.00	\$5,785.00	\$5,785.00	\$180.00	\$180.00	\$180.00	\$20.08	\$20.08	\$20.08							
		50,000	\$9,225.00	\$9,225.00	\$9,225.00	\$1,780.00	\$1,780.00	\$187.72	\$7,955.00	\$7,955.00	\$7,955.00	\$285.00	\$285.00	\$285.00	\$0.00	\$6,655.00	\$6,655.00	\$6,655.00	\$198.00	\$198.00	\$198.00	\$22.08	\$22.08	\$22.08							
		60,000	\$10,355.00	\$10,355.00	\$10,355.00	\$1,985.00	\$1,985.00	\$209.77	\$9,035.00	\$9,035.00	\$9,035.00	\$345.00	\$345.00	\$345.00	\$0.00	\$7,455.00	\$7,455.00	\$7,455.00	\$216.00	\$216.00	\$216.00	\$24.08	\$24.08	\$24.08							
		70,000	\$11,525.00	\$11,525.00	\$11,525.00	\$2,195.00	\$2,195.00	\$238.21	\$10,185.00	\$10,185.00	\$10,185.00	\$415.00	\$415.00	\$415.00	\$0.00	\$8,315.00	\$8,315.00	\$8,315.00	\$234.00	\$234.00	\$234.00	\$26.08	\$26.08	\$26.08							
		80,000	\$12,735.00	\$12,735.00	\$12,735.00	\$2,415.00	\$2,415.00	\$272.48	\$11,415.00	\$11,415.00	\$11,415.00	\$495.00	\$495.00	\$495.00	\$0.00	\$9,445.00	\$9,445.00	\$9,445.00	\$264.00	\$264.00	\$264.00	\$28.08	\$28.08	\$28.08							
		90,000	\$14,085.00	\$14,085.00	\$14,085.00	\$2,645.00	\$2,645.00	\$312.29	\$12,735.00	\$12,735.00	\$12,735.00	\$585.00	\$585.00	\$585.00	\$0.00	\$10,615.00	\$10,615.00	\$10,615.00	\$294.00	\$294.00	\$294.00	\$30.08	\$30.08	\$30.08							
A-2.1 Axlinorm	A-2.1 Axlinorm	5,000	\$4,432.00	\$4,432.00	\$4,432.00	\$886.40	\$886.40	\$82.21	\$3,645.00	\$3,645.00	\$3,645.00	\$119.44	\$119.44	\$119.44	\$0.00	\$2,455.00	\$2,455.00	\$2,455.00	\$108.00	\$108.00	\$108.00	\$12.09	\$12.09	\$12.09							
		10,000	\$5,233.00	\$5,233.00	\$5,233.00	\$1,046.60	\$1,046.60	\$97.07	\$4,360.00	\$4,360.00	\$4,360.00	\$140.00	\$140.00	\$140.00	\$0.00	\$3,165.00	\$3,165.00	\$3,165.00	\$126.00	\$126.00	\$126.00	\$14.08	\$14.08	\$14.08							
		20,000	\$6,132.00	\$6,132.00	\$6,132.00	\$1,216.24	\$1,216.24	\$113.75	\$5,115.00	\$5,115.00	\$5,115.00	\$165.00	\$165.00	\$165.00	\$0.00	\$3,980.00	\$3,980.00	\$3,980.00	\$144.00	\$144.00	\$144.00	\$16.08	\$16.08	\$16.08							
		30,000	\$7,100.00	\$7,100.00	\$7,100.00	\$1,395.00	\$1,395.00	\$133.23	\$5,985.00	\$5,985.00	\$5,985.00	\$195.00	\$195.00	\$195.00	\$0.00	\$4,865.00	\$4,865.00	\$4,865.00	\$162.00	\$162.00	\$162.00	\$18.08	\$18.08	\$18.08							
		40,000	\$8,135.00	\$8,135.00	\$8,135.00	\$1,583.00	\$1,583.00	\$157.48	\$6,935.00	\$6,935.00	\$6,935.00	\$235.00	\$235.00	\$235.00	\$0.00	\$5,785.00	\$5,785.00	\$5,785.00	\$180.00	\$180.00	\$180.00	\$20.08	\$20.08	\$20.08							
		50,000	\$9,225.00	\$9,225.00	\$9,225.00	\$1,780.00	\$1,780.00	\$187.72	\$7,955.00	\$7,955.00	\$7,955.00	\$285.00	\$285.00	\$285.00	\$0.00	\$6,655.00	\$6,655.00	\$6,655.00	\$198.00	\$198.00	\$198.00	\$22.08	\$22.08	\$22.08							
		60,000	\$10,355.00	\$10,355.00	\$10,355.00	\$1,985.00	\$1,985.00	\$209.77	\$9,035.00	\$9,035.00	\$9,035.00	\$345.00	\$345.00	\$345.00	\$0.00	\$7,455.00	\$7,455.00	\$7,455.00	\$216.00	\$216.00	\$216.00	\$24.08	\$24.08	\$24.08							
		70,000	\$11,525.00	\$11,525.00	\$11,525.00	\$2,195.00	\$2,195.00	\$238.21	\$10,185.00	\$10,185.00	\$10,185.00	\$415.00	\$415.00	\$415.00	\$0.00	\$8,315.00	\$8,315.00	\$8,315.00	\$234.00	\$234.00	\$234.00	\$26.08	\$26.08	\$26.08							
		80,000	\$12,735.00	\$12,735.00	\$12,735.00	\$2,415.00	\$2,415.00	\$272.48	\$11,415.00	\$11,415.00	\$11,415.00	\$495.00	\$495.00	\$495.00	\$0.00	\$9,445.00	\$9,445.00	\$9,445.00	\$264.00	\$264.00	\$264.00	\$28.08	\$28.08	\$28.08							
		90,000	\$14,085.00	\$14,085.00																											

**CITY OF COVINA
CONSOLIDATED SCHEDULE OF NEW CONSTRUCTION FEES (P/C PROCESSING AND INSPECTION COMBINED)
(All Construction Types)**

UPRC Class	Occupancy Type	NEW CONSTRUCTION										
		Types IA, (I & IFR)					Types IB, IIA, IIIA, VA, (II & III & IV & IHR)					
Project Size Threshold	Current Fee	Full Cost using % change needed	Suggested Fee for Each Additional 100 s.f.	Difference in base fee	Current Fee for Each Additional 100 s.f.	Full Cost using ICC per sq ft	Suggested Fee for Each Additional 100 s.f.	Difference in base fee	Current Fee for Each Additional 100 s.f.	Full Cost using ICC Additional 100 s.f.	Suggested Fee for Each Additional 100 s.f.	Difference in base fee
1,000	\$4,479	\$5,068.98	\$15.14	\$89.09	\$15.14	\$17.13	\$18.85	\$69.23	\$15.14	\$17.13	\$18.85	\$69.23
5,000	\$5,084	\$5,755.68	\$18.46	\$94.31	\$18.46	\$20.89	\$21.85	\$78.60	\$18.46	\$20.89	\$21.85	\$78.60
10,000	\$6,007	\$6,798.26	\$10.37	\$111.43	\$10.37	\$11.74	\$9.80	\$92.86	\$10.37	\$11.74	\$9.80	\$92.86
20,000	\$7,044	\$7,971.85	\$4.04	\$130.67	\$4.04	\$4.57	\$6.43	\$108.89	\$4.04	\$4.57	\$6.43	\$108.89
50,000	\$8,236	\$9,343.50	\$5.42	\$153.16	\$5.42	\$6.13	\$5.52	\$127.62	\$5.42	\$6.13	\$5.52	\$127.62
100,000	\$10,968	\$12,412.73	\$10.97	\$181.46	\$10.97	\$12.41	\$9.31	\$169.35	\$10.97	\$12.41	\$9.31	\$169.35
500	\$2,481	\$2,807.80	\$2,327.02	\$46.02	\$2,327.02	\$90.63	\$81.57	\$38.36	\$2,327.02	\$90.63	\$81.57	\$38.36
1,000	\$2,802	\$3,171.09	\$2,853.98	\$51.98	\$2,853.98	\$110.48	\$99.43	\$44.31	\$2,853.98	\$110.48	\$99.43	\$44.31
2,000	\$3,290	\$3,723.37	\$3,151.03	\$71.21	\$3,151.03	\$124.18	\$112.77	\$59.34	\$3,151.03	\$124.18	\$112.77	\$59.34
5,000	\$4,839	\$5,444.68	\$3,010.21	\$28.67	\$3,010.21	\$32.18	\$21.77	\$48.75	\$3,010.21	\$32.18	\$21.77	\$48.75
10,000	\$5,913	\$6,070.12	\$4,502.10	\$28.67	\$4,502.10	\$32.45	\$29.20	\$59.24	\$4,502.10	\$32.45	\$29.20	\$59.24
50,000	\$4,898	\$6,091.87	\$6,022.69	\$109.69	\$6,022.69	\$18.64	\$16.78	\$99.41	\$6,022.69	\$18.64	\$16.78	\$99.41
100,000	\$5,557	\$6,288.98	\$5,600.08	\$20.66	\$5,600.08	\$22.70	\$20.43	\$103.08	\$5,600.08	\$22.70	\$20.43	\$103.08
5,000	\$6,560	\$7,424.10	\$6,881.69	\$111.30	\$6,881.69	\$4.98	\$4.48	\$121.69	\$6,881.69	\$4.98	\$4.48	\$121.69
10,000	\$7,688	\$8,701.81	\$7,831.63	\$141.40	\$7,831.63	\$6.68	\$6.01	\$167.10	\$7,831.63	\$6.68	\$6.01	\$167.10
50,000	\$9,006	\$10,194.55	\$9,175.10	\$155.90	\$9,175.10	\$11.54	\$12.18	\$221.77	\$9,175.10	\$11.54	\$12.18	\$221.77
100,000	\$11,955	\$13,529.74	\$12,176.77	\$111.96	\$12,176.77	\$11.50	\$10.35	\$57.43	\$12,176.77	\$11.50	\$10.35	\$57.43
5,000	\$3,096	\$3,503.81	\$3,153.43	\$110.16	\$3,153.43	\$14.02	\$12.62	\$64.98	\$3,153.43	\$14.02	\$12.62	\$64.98
10,000	\$4,122	\$4,664.96	\$4,198.46	\$66.96	\$4,198.46	\$7.88	\$7.09	\$76.46	\$4,198.46	\$7.88	\$7.09	\$76.46
20,000	\$4,818	\$5,452.64	\$4,907.37	\$27.72	\$4,907.37	\$13.08	\$12.77	\$89.37	\$4,907.37	\$13.08	\$12.77	\$89.37
50,000	\$5,633	\$6,374.99	\$5,737.49	\$37.66	\$5,737.49	\$4.13	\$3.72	\$104.49	\$5,737.49	\$4.13	\$3.72	\$104.49
100,000	\$7,455	\$8,436.99	\$7,932.29	\$77.46	\$7,932.29	\$8.44	\$7.60	\$138.29	\$7,932.29	\$8.44	\$7.60	\$138.29
5,000	\$3,300	\$3,964.42	\$3,153.43	\$110.16	\$3,153.43	\$11.05	\$9.94	\$51.25	\$3,153.43	\$11.05	\$9.94	\$51.25
10,000	\$4,400	\$5,236.36	\$3,311.31	\$55.48	\$3,311.31	\$6.20	\$5.58	\$60.31	\$3,311.31	\$6.20	\$5.58	\$60.31
20,000	\$5,880	\$6,654.53	\$3,869.47	\$27.88	\$3,869.47	\$3.26	\$2.93	\$82.36	\$3,869.47	\$3.26	\$2.93	\$82.36
50,000	\$8,440	\$9,890.07	\$5,890.07	\$109.07	\$5,890.07	\$8.96	\$8.07	\$144.89	\$5,890.07	\$8.96	\$8.07	\$144.89
100,000	\$11,955	\$13,529.74	\$7,932.29	\$111.96	\$7,932.29	\$10.93	\$9.84	\$169.80	\$7,932.29	\$10.93	\$9.84	\$169.80
5,000	\$3,479	\$4,126.95	\$3,153.43	\$97.76	\$3,153.43	\$6.16	\$5.54	\$69.80	\$3,153.43	\$6.16	\$5.54	\$69.80
10,000	\$4,720	\$5,579.73	\$3,279.73	\$55.44	\$3,279.73	\$5.21	\$4.89	\$81.58	\$3,279.73	\$5.21	\$4.89	\$81.58
20,000	\$6,340	\$7,479.58	\$3,844.31	\$55.83	\$3,844.31	\$6.59	\$5.93	\$107.96	\$3,844.31	\$6.59	\$5.93	\$107.96
50,000	\$9,006	\$10,495.55	\$5,823.31	\$99.90	\$5,823.31	\$11.20	\$10.08	\$156.11	\$5,823.31	\$11.20	\$10.08	\$156.11
100,000	\$12,413	\$14,488.32	\$8,311.41	\$111.96	\$8,311.41	\$13.67	\$12.30	\$201.46	\$8,311.41	\$13.67	\$12.30	\$201.46
5,000	\$4,025	\$4,555.18	\$4,094.66	\$66.80	\$4,094.66	\$7.70	\$6.93	\$74.66	\$4,094.66	\$7.70	\$6.93	\$74.66
10,000	\$4,704	\$5,332.62	\$4,791.26	\$27.63	\$4,791.26	\$7.00	\$6.70	\$87.26	\$4,791.26	\$7.00	\$6.70	\$87.26
20,000	\$5,498	\$6,222.21	\$5,599.99	\$33.56	\$5,599.99	\$4.03	\$3.63	\$101.96	\$5,599.99	\$4.03	\$3.63	\$101.96
50,000	\$7,275	\$8,333.28	\$7,469.95	\$77.28	\$7,469.95	\$8.24	\$7.42	\$114.95	\$7,469.95	\$8.24	\$7.42	\$114.95
100,000	\$10,144	\$11,867.78	\$8,311.41	\$111.96	\$8,311.41	\$9.43	\$8.48	\$147.01	\$8,311.41	\$9.43	\$8.48	\$147.01
5,000	\$4,541	\$5,423.46	\$3,020.18	\$110.14	\$3,020.18	\$11.48	\$10.33	\$53.18	\$3,020.18	\$11.48	\$10.33	\$53.18
10,000	\$5,974	\$7,018.43	\$4,056.59	\$57.71	\$4,056.59	\$6.46	\$5.92	\$62.59	\$4,056.59	\$6.46	\$5.92	\$62.59
20,000	\$7,946	\$9,165.78	\$4,019.20	\$53.99	\$4,019.20	\$3.58	\$3.27	\$73.20	\$4,019.20	\$3.58	\$3.27	\$73.20
50,000	\$10,968	\$12,412.73	\$6,211.30	\$66.11	\$6,211.30	\$6.91	\$6.22	\$113.30	\$6,211.30	\$6.91	\$6.22	\$113.30
100,000	\$14,820	\$17,178.77	\$8,049.87	\$111.96	\$8,049.87	\$9.96	\$8.96	\$144.89	\$8,049.87	\$9.96	\$8.96	\$144.89
5,000	\$3,717	\$4,378.77	\$3,707.77	\$99.66	\$3,707.77	\$10.93	\$9.84	\$50.77	\$3,707.77	\$10.93	\$9.84	\$50.77
10,000	\$4,520	\$5,164.15	\$3,729.73	\$55.44	\$3,729.73	\$6.16	\$5.54	\$69.80	\$3,729.73	\$6.16	\$5.54	\$69.80
20,000	\$5,438	\$6,177.31	\$4,075.58	\$53.84	\$4,075.58	\$3.16	\$2.89	\$81.58	\$4,075.58	\$3.16	\$2.89	\$81.58
50,000	\$7,455	\$8,577.56	\$4,075.58	\$111.96	\$4,075.58	\$6.59	\$5.93	\$107.96	\$4,075.58	\$6.59	\$5.93	\$107.96
100,000	\$10,144	\$11,867.78	\$8,311.41	\$111.96	\$8,311.41	\$9.43	\$8.48	\$147.01	\$8,311.41	\$9.43	\$8.48	\$147.01
5,000	\$4,240	\$4,973.46	\$3,707.77	\$99.66	\$3,707.77	\$11.20	\$10.08	\$156.11	\$3,707.77	\$11.20	\$10.08	\$156.11
10,000	\$5,498	\$6,378.62	\$4,019.20	\$53.99	\$4,019.20	\$7.70	\$6.93	\$74.66	\$4,019.20	\$7.70	\$6.93	\$74.66
20,000	\$6,860	\$7,946.51	\$4,019.20	\$53.99	\$4,019.20	\$6.46	\$5.92	\$62.59	\$4,019.20	\$6.46	\$5.92	\$62.59
50,000	\$9,006	\$10,495.55	\$5,823.31	\$99.90	\$5,823.31	\$8.24	\$7.42	\$114.95	\$5,823.31	\$8.24	\$7.42	\$114.95
100,000	\$12,413	\$14,488.32	\$8,311.41	\$111.96	\$8,311.41	\$9.43	\$8.48	\$147.01	\$8,311.41	\$9.43	\$8.48	\$147.01
5,000	\$4,820	\$5,621.56	\$6,211.30	\$66.11	\$6,211.30	\$6.91	\$6.22	\$113.30	\$6,211.30	\$6.91	\$6.22	\$113.30
10,000	\$6,120	\$7,018.43	\$4,056.59	\$57.71	\$4,056.59	\$6.46	\$5.92	\$62.59	\$4,056.59	\$6.46	\$5.92	\$62.59
20,000	\$7,540	\$8,577.56	\$4,075.58	\$111.96	\$4,075.58	\$6.59	\$5.93	\$107.96	\$4,075.58	\$6.59	\$5.93	\$107.96
50,000	\$10,144	\$11,867.78	\$8,311.41	\$111.96	\$8,311.41	\$9.43	\$8.48	\$147.01	\$8,311.41	\$9.43	\$8.48	\$147.01
100,000	\$14,820	\$17,178.77	\$8,049.87	\$111.96	\$8,049.87	\$9.96	\$8.96	\$144.89	\$8,049.87	\$9.96	\$8.96	\$144.89
5,000	\$3,717	\$4,378.77	\$3,707.77	\$99.66	\$3,707.77	\$10.93	\$9.84	\$50.77	\$3,707.77	\$10.93	\$9.84	\$50.77
10,000	\$4,520	\$5,164.15	\$3,729.73	\$55.44	\$3,729.73	\$6.16	\$5.54	\$69.80	\$3,729.73	\$6.16	\$5.54	\$69.80
20,000	\$5,438	\$6,177.31	\$4,075.58	\$53.84	\$4,075.58	\$3.16	\$2.89	\$81.58	\$4,075.58	\$3.16	\$2.89	\$81.58
50,000	\$7,455	\$8,577.56	\$4,075.58	\$111.96	\$4,075.58	\$6.59	\$5.93	\$107.96	\$4,075.58	\$6.59	\$5.93	\$107.96
100,000	\$10,144	\$11,867.78	\$8,311.41	\$111.96	\$8,311.41	\$9.43	\$8.48	\$147.01	\$8,311.41	\$9.43	\$8.48	\$147.01
5,000	\$4,240	\$4,973.46	\$3,707.77	\$99.66	\$3,707.77	\$11.20	\$10.08	\$156.11	\$3,707.77	\$11.20	\$10.08	\$156.11
10,000	\$5,498	\$6,378.62	\$4,019.20	\$53.99	\$4,019.20	\$7.70	\$6.93	\$74.66	\$4,019.20	\$7.70	\$6.93	\$74.66
20,000	\$6,860	\$7,946.51	\$4,019.20	\$53.99	\$4,019.20	\$6.46	\$5.92	\$62.59	\$4,019.20	\$6.46	\$5.92	\$62.59
50,000	\$9,006	\$10,495.55	\$5,823.31	\$99.90	\$5,823.31	\$8.24	\$7.42	\$114.95	\$5,823.31	\$8.24	\$7.42	\$114.95
100,000	\$12,413	\$14,488.32	\$8,311.41	\$111.96	\$8,311.41	\$9.43	\$8.48	\$147.01	\$8,311.41	\$9.43	\$8.48	\$147.01
5,000	\$4,820	\$5,621.56	\$6,211.30	\$66.11	\$6,211.30	\$6.91	\$6.22	\$113.30	\$6,211.30	\$6.91	\$6.22	\$113.30
10,000	\$6,120	\$7,018.43	\$4,056.59	\$57.71	\$4,056.59	\$6.46	\$5.92	\$62.59	\$4,056.59	\$6.46	\$5.92	\$62.59
20,000	\$7,540	\$8,577.56	\$4,075.58	\$111.96	\$4,075.58	\$6.59	\$5.93	\$107.96	\$4,075.58	\$6.59	\$5.93	\$107.96
50,000	\$10,144	\$11,867.78	\$8,311.41	\$111.96	\$8,311.41	\$9.43	\$8.48	\$147.01	\$8,311.41	\$9.43	\$8.48	\$147.01
100,000	\$14,820	\$17,178.77	\$8,049.87	\$111.96	\$8,049.87	\$9.96	\$8.96	\$144.89	\$8,049.87	\$9.96	\$8.96	\$144.89
5,000	\$3,717	\$4,378.77	\$3,707.77	\$99.66	\$3,707.77	\$10.93	\$9.84	\$50.77	\$3,707.77	\$10.93	\$9.84	\$50.77
10,000	\$4,520	\$5,164.15	\$3,729.73	\$55.44	\$3,729.73	\$6.16	\$5.54	\$69.80	\$3,729.73	\$6.16	\$5.54	\$69.80
20,000	\$5,438	\$6,177.31										

**CITY OF COVINA
CONSOLIDATED SCHEDULE OF NEW CONSTRUCTION FEES (P/C PROCESSING AND INSPECTION COMBINED)
(All Construction Types)**

UPIC Class	Occupancy Type	NEW CONSTRUCTION										
		Types IA, (I & IIFR)					Types IB, IIA, IIIA, VA, (II & III & V-1A-B)					
Project Size Threshold	Current Fee	Full Cost using % change needed	Suggested Fee for Each Additional 100 s.f.	Difference in Base Fee	Current Fee for Each Additional 100 s.f.	Full Cost using % change needed	Suggested Fee for Each Additional 100 s.f.	Difference in Base Fee	Current Fee for Each Additional 100 s.f.	Full Cost using % change needed	Suggested Fee for Each Additional 100 s.f.	Difference in Base Fee
E-2 Preschool / School	2,500	\$2,110.98	\$13.21	\$77.88	\$1,926.19	\$1,793.57	\$110.61	\$12.46	\$1,926.19	\$1,793.57	\$110.61	\$13.21
	5,000	\$2,609.75	\$16.10	\$42.78	\$1,926.19	\$1,957.65	\$13.42	\$15.19	\$1,926.19	\$1,957.65	\$13.42	\$15.19
	10,000	\$3,055.84	\$9.06	\$50.25	\$2,298.89	\$2,298.89	\$7.55	\$8.54	\$2,298.89	\$2,298.89	\$7.55	\$8.54
	20,000	\$3,518.51	\$3.52	\$38.66	\$2,609.75	\$2,609.75	\$9.93	\$3.32	\$2,609.75	\$2,609.75	\$9.93	\$3.32
	50,000	\$4,176.06	\$4.73	\$48.22	\$3,055.84	\$3,055.84	\$4.94	\$4.46	\$3,055.84	\$3,055.84	\$4.94	\$4.46
	100,000	\$4,873.75	\$4.74	\$51.02	\$3,518.51	\$3,518.51	\$8.12	\$9.19	\$3,518.51	\$3,518.51	\$8.12	\$9.19
E-3 Daycare	500	\$1,871.45	\$1,805.71	\$65.74	\$1,764.36	\$1,764.36	\$60.02	\$66.64	\$1,764.36	\$1,764.36	\$60.02	\$66.64
	1,000	\$2,117.45	\$1,805.71	\$311.74	\$1,990.70	\$1,990.70	\$60.02	\$66.64	\$1,990.70	\$1,990.70	\$60.02	\$66.64
	2,000	\$2,477.47	\$2,403.28	\$74.19	\$2,333.87	\$2,333.87	\$34.32	\$38.84	\$2,333.87	\$2,333.87	\$34.32	\$38.84
	5,000	\$3,269.55	\$2,403.28	\$866.27	\$3,174.06	\$3,174.06	\$13.34	\$15.10	\$3,174.06	\$3,174.06	\$13.34	\$15.10
	10,000	\$3,812.77	\$3,431.50	\$381.27	\$3,772.77	\$3,772.77	\$17.93	\$20.29	\$3,772.77	\$3,772.77	\$17.93	\$20.29
	20,000	\$4,445.01	\$3,431.50	\$1,013.51	\$4,374.46	\$4,374.46	\$16.66	\$18.88	\$4,374.46	\$4,374.46	\$16.66	\$18.88
	50,000	\$5,051.51	\$3,431.50	\$1,620.01	\$4,990.70	\$4,990.70	\$14.14	\$16.39	\$4,990.70	\$4,990.70	\$14.14	\$16.39
	100,000	\$5,767.77	\$3,431.50	\$2,336.27	\$5,714.19	\$5,714.19	\$11.83	\$13.69	\$5,714.19	\$5,714.19	\$11.83	\$13.69
F-1 Industrial	5,000	\$845.96	\$869.67	\$24.71	\$806.25	\$806.25	\$2.04	\$2.31	\$806.25	\$806.25	\$2.04	\$2.31
	10,000	\$1,095.51	\$985.96	\$109.55	\$1,041.18	\$1,041.18	\$9.05	\$10.45	\$1,041.18	\$1,041.18	\$9.05	\$10.45
	20,000	\$1,429.42	\$1,234.48	\$194.94	\$1,352.83	\$1,352.83	\$75.00	\$86.39	\$1,352.83	\$1,352.83	\$75.00	\$86.39
	50,000	\$1,833.39	\$1,650.05	\$183.34	\$1,748.01	\$1,748.01	\$84.00	\$96.39	\$1,748.01	\$1,748.01	\$84.00	\$96.39
	100,000	\$2,297.77	\$1,650.05	\$647.72	\$2,222.77	\$2,222.77	\$75.00	\$86.39	\$2,222.77	\$2,222.77	\$75.00	\$86.39
	200,000	\$3,167.77	\$1,650.05	\$1,517.72	\$3,092.77	\$3,092.77	\$65.00	\$75.00	\$3,092.77	\$3,092.77	\$65.00	\$75.00
	500,000	\$4,937.77	\$1,650.05	\$3,287.72	\$4,862.77	\$4,862.77	\$65.00	\$75.00	\$4,862.77	\$4,862.77	\$65.00	\$75.00
	1,000,000	\$6,707.77	\$1,650.05	\$5,057.72	\$6,632.77	\$6,632.77	\$65.00	\$75.00	\$6,632.77	\$6,632.77	\$65.00	\$75.00
	2,000,000	\$8,477.77	\$1,650.05	\$6,827.72	\$8,402.77	\$8,402.77	\$65.00	\$75.00	\$8,402.77	\$8,402.77	\$65.00	\$75.00
	5,000,000	\$12,247.77	\$1,650.05	\$10,597.72	\$12,172.77	\$12,172.77	\$65.00	\$75.00	\$12,172.77	\$12,172.77	\$65.00	\$75.00
	10,000,000	\$16,017.77	\$1,650.05	\$14,367.72	\$15,942.77	\$15,942.77	\$65.00	\$75.00	\$15,942.77	\$15,942.77	\$65.00	\$75.00
	20,000,000	\$21,687.77	\$1,650.05	\$20,037.72	\$21,562.77	\$21,562.77	\$65.00	\$75.00	\$21,562.77	\$21,562.77	\$65.00	\$75.00
	50,000,000	\$31,357.77	\$1,650.05	\$29,707.72	\$31,182.77	\$31,182.77	\$65.00	\$75.00	\$31,182.77	\$31,182.77	\$65.00	\$75.00
	100,000,000	\$41,027.77	\$1,650.05	\$39,377.72	\$40,802.77	\$40,802.77	\$65.00	\$75.00	\$40,802.77	\$40,802.77	\$65.00	\$75.00
	200,000,000	\$50,697.77	\$1,650.05	\$49,047.72	\$50,822.77	\$50,822.77	\$65.00	\$75.00	\$50,822.77	\$50,822.77	\$65.00	\$75.00
	500,000,000	\$70,367.77	\$1,650.05	\$68,717.72	\$70,542.77	\$70,542.77	\$65.00	\$75.00	\$70,542.77	\$70,542.77	\$65.00	\$75.00
	1,000,000,000	\$80,037.77	\$1,650.05	\$78,387.72	\$80,612.77	\$80,612.77	\$65.00	\$75.00	\$80,612.77	\$80,612.77	\$65.00	\$75.00
	2,000,000,000	\$99,707.77	\$1,650.05	\$98,057.72	\$100,382.77	\$100,382.77	\$65.00	\$75.00	\$100,382.77	\$100,382.77	\$65.00	\$75.00
	5,000,000,000	\$137,377.77	\$1,650.05	\$135,727.72	\$139,027.77	\$139,027.77	\$65.00	\$75.00	\$139,027.77	\$139,027.77	\$65.00	\$75.00
	10,000,000,000	\$175,047.77	\$1,650.05	\$173,377.72	\$176,697.77	\$176,697.77	\$65.00	\$75.00	\$176,697.77	\$176,697.77	\$65.00	\$75.00
	20,000,000,000	\$212,717.77	\$1,650.05	\$211,067.72	\$214,367.77	\$214,367.77	\$65.00	\$75.00	\$214,367.77	\$214,367.77	\$65.00	\$75.00
	50,000,000,000	\$290,387.77	\$1,650.05	\$288,737.72	\$292,037.77	\$292,037.77	\$65.00	\$75.00	\$292,037.77	\$292,037.77	\$65.00	\$75.00
	100,000,000,000	\$378,057.77	\$1,650.05	\$376,407.72	\$379,707.77	\$379,707.77	\$65.00	\$75.00	\$379,707.77	\$379,707.77	\$65.00	\$75.00
	200,000,000,000	\$465,727.77	\$1,650.05	\$464,077.72	\$466,377.77	\$466,377.77	\$65.00	\$75.00	\$466,377.77	\$466,377.77	\$65.00	\$75.00
	500,000,000,000	\$603,397.77	\$1,650.05	\$601,747.72	\$603,447.77	\$603,447.77	\$65.00	\$75.00	\$603,447.77	\$603,447.77	\$65.00	\$75.00
	1,000,000,000,000	\$741,067.77	\$1,650.05	\$739,417.72	\$741,067.77	\$741,067.77	\$65.00	\$75.00	\$741,067.77	\$741,067.77	\$65.00	\$75.00
	2,000,000,000,000	\$878,737.77	\$1,650.05	\$877,087.72	\$878,737.77	\$878,737.77	\$65.00	\$75.00	\$878,737.77	\$878,737.77	\$65.00	\$75.00
	5,000,000,000,000	\$1,156,407.77	\$1,650.05	\$1,154,757.72	\$1,156,407.77	\$1,156,407.77	\$65.00	\$75.00	\$1,156,407.77	\$1,156,407.77	\$65.00	\$75.00
	10,000,000,000,000	\$1,434,077.77	\$1,650.05	\$1,432,427.72	\$1,434,077.77	\$1,434,077.77	\$65.00	\$75.00	\$1,434,077.77	\$1,434,077.77	\$65.00	\$75.00
	20,000,000,000,000	\$1,711,747.77	\$1,650.05	\$1,710,097.72	\$1,711,747.77	\$1,711,747.77	\$65.00	\$75.00	\$1,711,747.77	\$1,711,747.77	\$65.00	\$75.00
	50,000,000,000,000	\$2,329,417.77	\$1,650.05	\$2,327,767.72	\$2,329,417.77	\$2,329,417.77	\$65.00	\$75.00	\$2,329,417.77	\$2,329,417.77	\$65.00	\$75.00
	100,000,000,000,000	\$3,117,087.77	\$1,650.05	\$3,115,437.72	\$3,117,087.77	\$3,117,087.77	\$65.00	\$75.00	\$3,117,087.77	\$3,117,087.77	\$65.00	\$75.00
	200,000,000,000,000	\$3,904,757.77	\$1,650.05	\$3,903,107.72	\$3,904,757.77	\$3,904,757.77	\$65.00	\$75.00	\$3,904,757.77	\$3,904,757.77	\$65.00	\$75.00
	500,000,000,000,000	\$5,092,427.77	\$1,650.05	\$5,090,777.72	\$5,092,427.77	\$5,092,427.77	\$65.00	\$75.00	\$5,092,427.77	\$5,092,427.77	\$65.00	\$75.00
	1,000,000,000,000,000	\$6,280,097.77	\$1,650.05	\$6,278,447.72	\$6,280,097.77	\$6,280,097.77	\$65.00	\$75.00	\$6,280,097.77	\$6,280,097.77	\$65.00	\$75.00
	2,000,000,000,000,000	\$7,467,767.77	\$1,650.05	\$7,466,117.72	\$7,467,767.77	\$7,467,767.77	\$65.00	\$75.00	\$7,467,767.77	\$7,467,767.77	\$65.00	\$75.00
	5,000,000,000,000,000	\$9,655,437.77	\$1,650.05	\$9,653,787.72	\$9,655,437.77	\$9,655,437.77	\$65.00	\$75.00	\$9,655,437.77	\$9,655,437.77	\$65.00	\$75.00
	10,000,000,000,000,000	\$11,843,107.77	\$1,650.05	\$11,841,457.72	\$11,843,107.77	\$11,843,107.77	\$65.00	\$75.00	\$11,843,107.77	\$11,843,107.77	\$65.00	\$75.00
	20,000,000,000,000,000	\$15,030,777.77	\$1,650.05	\$15,029,127.72	\$15,030,777.77	\$15,030,777.77	\$65.00	\$75.00	\$15,030,777.77	\$15,030,777.77	\$65.00	\$75.00
	50,000,000,000,000,000	\$20,318,447.77	\$1,650.05	\$20,316,797.72	\$20,318,447.77	\$20,318,447.77	\$65.00	\$75.00	\$20,318,447.77	\$20,318,447.77	\$65.00	\$75.00
	100,000,000,000,000,000	\$26,606,117.77	\$1,650.05	\$26,604,467.72	\$26,606,117.77	\$26,606,117.77	\$65.00	\$75.00	\$26,606,117.77	\$26,606,117.77	\$65.00	\$75.00
	200,000,000,000,000,000	\$32,893,787.77	\$1,650.05	\$32,892,137.72	\$32,893,787.77	\$32,893,787.77	\$65.00	\$75.00	\$32,893,787.77	\$32,893,787.77	\$65.00	\$75.00
	500,000,000,000,000,000	\$42,563,457.77	\$1,650.05	\$42,561,807.72	\$42,563,457.77	\$42,563,457.77	\$65.00	\$75.00	\$42,563,457.77	\$42,563,457.77	\$65.00	\$75.00
	1,000,000,000,000,000,000	\$52,233,127.77	\$1,650.05	\$52,231,477.72	\$52,233,127.77	\$52,233,127.77	\$65.00	\$75.00	\$52,233,127.77	\$52,233,127.77	\$65.00	\$75.00
	2,000,000,000,000,000,000	\$61,902,797.77	\$1,650.05	\$61,901,147.72	\$61,902,797.77	\$61,902,797.77	\$65.00	\$75.00	\$61,902,797.77	\$61,902,797.77	\$65.00	\$75.00
	5,000,000,000,000,000,000	\$80,572,467.77	\$1,650.05	\$80,570,817.72	\$80,572,467.77	\$80,572,467.77	\$65.00	\$75.00	\$80,572,467.77	\$80,572,467.77	\$65.00	\$75.00
	10,000,000,000,000,000,000	\$99,242,137.77	\$1,650.05	\$99,240,487.72	\$99,242,137.77	\$99,242,137.77	\$65.00	\$75.00	\$99,242,137.77	\$99,242,137.77	\$65.00	\$75.00
	20,000,000,000,000,000,000	\$117,911,807.77	\$1,650.05	\$117,910,157.72	\$117,911,807.77	\$117,911,807.77	\$65.00	\$75.00	\$117,911,807.77	\$117,911,807.77	\$65.00	\$75.00
	50,000,000,000,000,000,000	\$155,581,477.77	\$1,650.05	\$155,579,827.72	\$155,581,477.77	\$155,581,477.77	\$65.00	\$75.00	\$155,581,477.77	\$155,581,477.77	\$65.00	\$75.00
	100,000,000,000,000,000,000	\$193,251,147.77	\$1,650.05	\$193,249,497.72	\$193,251,147.77	\$193,251,147.77	\$65.00	\$75.00	\$193,251,147.77	\$193,251,147.77	\$65.00	\$75.00
	200,000,000,000,000,000,000	\$230,920,817.77	\$1,650.05	\$230,919,167.72	\$230,920,817.77	\$230,920						

**CITY OF COVINA
CONSOLIDATED SCHEDULE OF NEW CONSTRUCTION FEES (P/C PROCESSING AND INSPECTION COMBINED)
(All Construction Types)**

UBC Class	Occupancy Type	Types IA, II & IIFR										Types IB, IIIA, IIIA, VA (H, H, H, H, H, H, H, H, H, H)										Types IIB, IIIB, IV, VB (H, H, H, H, H, H, H, H, H, H)									
		Project Size Threshold	Current Fee	Full Cost using % change needed	Suggested Base Fee	Current Fee	Full Cost using % change needed	Suggested Base Fee	Difference in Base Fee	Current Fee	Full Cost using % change needed	Suggested Base Fee	Difference in Base Fee	Current Fee	Full Cost using % change needed	Suggested Base Fee	Difference in Base Fee	Current Fee	Full Cost using % change needed	Suggested Base Fee	Difference in Base Fee	Current Fee	Full Cost using % change needed	Suggested Base Fee	Difference in Base Fee						
M	Department Stores	1,000	\$2,202	\$2,492.05	\$2,242.85	\$8.11	\$7.30	\$40.85	\$1,835	\$2,076.71	\$1,809.04	\$267.67	\$1,835	\$2,076.71	\$1,809.04	\$267.67	\$1,835	\$2,076.71	\$1,809.04	\$267.67	\$1,835	\$2,076.71	\$1,809.04	\$267.67	\$1,835	\$2,076.71	\$1,809.04	\$267.67			
		5,000	\$2,202	\$2,492.05	\$2,242.85	\$8.11	\$7.30	\$40.85	\$1,835	\$2,076.71	\$1,809.04	\$267.67	\$1,835	\$2,076.71	\$1,809.04	\$267.67	\$1,835	\$2,076.71	\$1,809.04	\$267.67	\$1,835	\$2,076.71	\$1,809.04	\$267.67	\$1,835	\$2,076.71	\$1,809.04	\$267.67			
		10,000	\$2,926	\$3,311.42	\$2,980.28	\$5.72	\$5.01	\$63.14	\$2,438	\$2,848	\$2,348.32	\$499.68	\$2,438	\$2,848	\$2,348.32	\$499.68	\$2,438	\$2,848	\$2,348.32	\$499.68	\$2,438	\$2,848	\$2,348.32	\$499.68	\$2,438	\$2,848	\$2,348.32	\$499.68			
		20,000	\$3,990	\$4,651.57	\$4,054.01	\$5.90	\$5.19	\$74.01	\$3,325	\$3,835	\$3,262.98	\$572.02	\$3,325	\$3,835	\$3,262.98	\$572.02	\$3,325	\$3,835	\$3,262.98	\$572.02	\$3,325	\$3,835	\$3,262.98	\$572.02	\$3,325	\$3,835	\$3,262.98	\$572.02			
		100,000	\$2,608	\$2,951.53	\$2,656.38	\$5.27	\$4.56	\$77.15	\$4,390	\$4,968.26	\$4,471.43	\$496.83	\$4,390	\$4,968.26	\$4,471.43	\$496.83	\$4,390	\$4,968.26	\$4,471.43	\$496.83	\$4,390	\$4,968.26	\$4,471.43	\$496.83	\$4,390	\$4,968.26	\$4,471.43	\$496.83			
		5,000	\$2,955	\$3,344.24	\$3,009.83	\$10.57	\$9.86	\$48.38	\$2,462	\$2,866.30	\$2,507.67	\$358.63	\$2,462	\$2,866.30	\$2,507.67	\$358.63	\$2,462	\$2,866.30	\$2,507.67	\$358.63	\$2,462	\$2,866.30	\$2,507.67	\$358.63	\$2,462	\$2,866.30	\$2,507.67	\$358.63			
		10,000	\$3,483	\$3,941.79	\$3,547.61	\$5.95	\$5.24	\$64.61	\$3,902	\$4,384.26	\$4,007.67	\$376.59	\$3,902	\$4,384.26	\$4,007.67	\$376.59	\$3,902	\$4,384.26	\$4,007.67	\$376.59	\$3,902	\$4,384.26	\$4,007.67	\$376.59	\$3,902	\$4,384.26	\$4,007.67	\$376.59			
		20,000	\$4,078	\$4,615.16	\$4,153.65	\$2.31	\$1.60	\$88.48	\$4,398	\$4,968.26	\$4,613.03	\$355.23	\$4,398	\$4,968.26	\$4,613.03	\$355.23	\$4,398	\$4,968.26	\$4,613.03	\$355.23	\$4,398	\$4,968.26	\$4,613.03	\$355.23	\$4,398	\$4,968.26	\$4,613.03	\$355.23			
		50,000	\$6,170	\$7,038.32	\$6,447.42	\$6.33	\$5.62	\$117.42	\$5,275	\$6,069.84	\$5,775.85	\$293.99	\$5,275	\$6,069.84	\$5,775.85	\$293.99	\$5,275	\$6,069.84	\$5,775.85	\$293.99	\$5,275	\$6,069.84	\$5,775.85	\$293.99	\$5,275	\$6,069.84	\$5,775.85	\$293.99			
		100,000	\$3,358	\$3,800.32	\$3,420.29	\$11.21	\$10.50	\$62.29	\$2,798	\$3,284.90	\$3,163.03	\$121.87	\$2,798	\$3,284.90	\$3,163.03	\$121.87	\$2,798	\$3,284.90	\$3,163.03	\$121.87	\$2,798	\$3,284.90	\$3,163.03	\$121.87	\$2,798	\$3,284.90	\$3,163.03	\$121.87			
5,000	\$3,806	\$4,307.34	\$3,876.60	\$13.66	\$12.95	\$70.60	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42					
10,000	\$4,489	\$5,080.30	\$4,572.27	\$7.69	\$6.98	\$83.27	\$4,382	\$4,968.26	\$4,632.29	\$335.97	\$4,382	\$4,968.26	\$4,632.29	\$335.97	\$4,382	\$4,968.26	\$4,632.29	\$335.97	\$4,382	\$4,968.26	\$4,632.29	\$335.97	\$4,382	\$4,968.26	\$4,632.29	\$335.97					
20,000	\$5,258	\$5,950.60	\$5,155.54	\$2.99	\$2.28	\$114.19	\$6,800	\$7,690.74	\$6,925.16	\$765.58	\$6,800	\$7,690.74	\$6,925.16	\$765.58	\$6,800	\$7,690.74	\$6,925.16	\$765.58	\$6,800	\$7,690.74	\$6,925.16	\$765.58	\$6,800	\$7,690.74	\$6,925.16	\$765.58					
50,000	\$6,156	\$6,966.88	\$6,270.19	\$4.01	\$3.30	\$114.19	\$7,788	\$8,600.32	\$7,812.60	\$787.72	\$7,788	\$8,600.32	\$7,812.60	\$787.72	\$7,788	\$8,600.32	\$7,812.60	\$787.72	\$7,788	\$8,600.32	\$7,812.60	\$787.72	\$7,788	\$8,600.32	\$7,812.60	\$787.72					
100,000	\$3,358	\$3,800.32	\$3,420.29	\$11.21	\$10.50	\$70.60	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42					
5,000	\$3,806	\$4,307.34	\$3,876.60	\$13.66	\$12.95	\$70.60	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42					
10,000	\$4,489	\$5,080.30	\$4,572.27	\$7.69	\$6.98	\$83.27	\$4,382	\$4,968.26	\$4,632.29	\$335.97	\$4,382	\$4,968.26	\$4,632.29	\$335.97	\$4,382	\$4,968.26	\$4,632.29	\$335.97	\$4,382	\$4,968.26	\$4,632.29	\$335.97	\$4,382	\$4,968.26	\$4,632.29	\$335.97					
20,000	\$5,258	\$5,950.60	\$5,155.54	\$2.99	\$2.28	\$114.19	\$6,800	\$7,690.74	\$6,925.16	\$765.58	\$6,800	\$7,690.74	\$6,925.16	\$765.58	\$6,800	\$7,690.74	\$6,925.16	\$765.58	\$6,800	\$7,690.74	\$6,925.16	\$765.58	\$6,800	\$7,690.74	\$6,925.16	\$765.58					
50,000	\$6,156	\$6,966.88	\$6,270.19	\$4.01	\$3.30	\$114.19	\$7,788	\$8,600.32	\$7,812.60	\$787.72	\$7,788	\$8,600.32	\$7,812.60	\$787.72	\$7,788	\$8,600.32	\$7,812.60	\$787.72	\$7,788	\$8,600.32	\$7,812.60	\$787.72	\$7,788	\$8,600.32	\$7,812.60	\$787.72					
100,000	\$3,358	\$3,800.32	\$3,420.29	\$11.21	\$10.50	\$70.60	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42					
5,000	\$3,806	\$4,307.34	\$3,876.60	\$13.66	\$12.95	\$70.60	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42					
10,000	\$4,489	\$5,080.30	\$4,572.27	\$7.69	\$6.98	\$83.27	\$4,382	\$4,968.26	\$4,632.29	\$335.97	\$4,382	\$4,968.26	\$4,632.29	\$335.97	\$4,382	\$4,968.26	\$4,632.29	\$335.97	\$4,382	\$4,968.26	\$4,632.29	\$335.97	\$4,382	\$4,968.26	\$4,632.29	\$335.97					
20,000	\$5,258	\$5,950.60	\$5,155.54	\$2.99	\$2.28	\$114.19	\$6,800	\$7,690.74	\$6,925.16	\$765.58	\$6,800	\$7,690.74	\$6,925.16	\$765.58	\$6,800	\$7,690.74	\$6,925.16	\$765.58	\$6,800	\$7,690.74	\$6,925.16	\$765.58	\$6,800	\$7,690.74	\$6,925.16	\$765.58					
50,000	\$6,156	\$6,966.88	\$6,270.19	\$4.01	\$3.30	\$114.19	\$7,788	\$8,600.32	\$7,812.60	\$787.72	\$7,788	\$8,600.32	\$7,812.60	\$787.72	\$7,788	\$8,600.32	\$7,812.60	\$787.72	\$7,788	\$8,600.32	\$7,812.60	\$787.72	\$7,788	\$8,600.32	\$7,812.60	\$787.72					
100,000	\$3,358	\$3,800.32	\$3,420.29	\$11.21	\$10.50	\$70.60	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42					
5,000	\$3,806	\$4,307.34	\$3,876.60	\$13.66	\$12.95	\$70.60	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42					
10,000	\$4,489	\$5,080.30	\$4,572.27	\$7.69	\$6.98	\$83.27	\$4,382	\$4,968.26	\$4,632.29	\$335.97	\$4,382	\$4,968.26	\$4,632.29	\$335.97	\$4,382	\$4,968.26	\$4,632.29	\$335.97	\$4,382	\$4,968.26	\$4,632.29	\$335.97	\$4,382	\$4,968.26	\$4,632.29	\$335.97					
20,000	\$5,258	\$5,950.60	\$5,155.54	\$2.99	\$2.28	\$114.19	\$6,800	\$7,690.74	\$6,925.16	\$765.58	\$6,800	\$7,690.74	\$6,925.16	\$765.58	\$6,800	\$7,690.74	\$6,925.16	\$765.58	\$6,800	\$7,690.74	\$6,925.16	\$765.58	\$6,800	\$7,690.74	\$6,925.16	\$765.58					
50,000	\$6,156	\$6,966.88	\$6,270.19	\$4.01	\$3.30	\$114.19	\$7,788	\$8,600.32	\$7,812.60	\$787.72	\$7,788	\$8,600.32	\$7,812.60	\$787.72	\$7,788	\$8,600.32	\$7,812.60	\$787.72	\$7,788	\$8,600.32	\$7,812.60	\$787.72	\$7,788	\$8,600.32	\$7,812.60	\$787.72					
100,000	\$3,358	\$3,800.32	\$3,420.29	\$11.21	\$10.50	\$70.60	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42					
5,000	\$3,806	\$4,307.34	\$3,876.60	\$13.66	\$12.95	\$70.60	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82	\$3,484.40	\$175.42					
10,000	\$4,489	\$5,080.30	\$4,572.27	\$7.69	\$6.98	\$83.27	\$4,382	\$4,968.26	\$4,632.29	\$335.97	\$4,382	\$4,968.26	\$4,632.29	\$335.97	\$4,382	\$4,968.26	\$4,632.29	\$335.97	\$4,382	\$4,968.26	\$4,632.29	\$335.97	\$4,382	\$4,968.26	\$4,632.29	\$335.97					
20,000	\$5,258	\$5,950.60	\$5,155.54	\$2.99	\$2.28	\$114.19	\$6,800	\$7,690.74	\$6,925.16	\$765.58	\$6,800	\$7,690.74	\$6,925.16	\$765.58	\$6,800	\$7,690.74	\$6,925.16	\$765.58	\$6,800	\$7,690.74	\$6,925.16	\$765.58	\$6,800	\$7,690.74	\$6,925.16	\$765.58					
50,000	\$6,156	\$6,966.88	\$6,270.19	\$4.01	\$3.30	\$114.19	\$7,788	\$8,600.32	\$7,812.60	\$787.72	\$7,788	\$8,600.32	\$7,812.60	\$787.72	\$7,788	\$8,600.32	\$7,812.60	\$787.72	\$7,788	\$8,600.32	\$7,812.60	\$787.72	\$7,788	\$8,600.32	\$7,812.60	\$787.72					
100,000	\$3,358	\$3,800.32	\$3,420.29	\$11.21	\$10.50	\$70.60	\$3,172	\$3,659.82	\$3,484.40	\$175.42	\$3,172	\$3,659.82																			

APPENDIX C – FULLY BURDENED HOURLY RATES

Below are fully burdened hourly rates of staff positions that provide for the services detailed in Appendix B. The FBHRs were used to determine the full cost of each service. They include the salary and benefit costs for each position as well as all applicable overhead amounts for each position. These represent the hourly full cost for each position. If a project or service falls outside the standard scope of any fee set in the fee schedule, the fully burdened rates below should be used to determine the full cost of providing the service. This City can choose to charge for up to full cost of the service, or up to the hourly rate for positions involved.

Covina - User Fee Fully Burdened Hourly Rate Calculation

Department	Dept - Position	Fully Burdened Hourly Rate
Environmental Services	Environmental Services - Env Services Anl	135.18
Environmental Services	Environmental Services - Env Services Mgr	200.25
Environmental Services	Environmental Services - Sr Administra Tech	125.10
Equipment Maintenance	Equip Maint - Equip Maint Super	75.01
Equipment Maintenance	Equip Maint - Equipment Foreman	71.17
Equipment Maintenance	Equip Maint - Equipment Mechanic	55.72
Equipment Maintenance	Equip Maint - Sr Administra Tech	55.51
Equipment Maintenance	Equip Maint - Sr Equipment Mechanic	67.04
Parks & Recreation	P&R - Administrative Tech	73.43
Parks & Recreation	P&R - Asst Pool Mgr	29.85
Parks & Recreation	P&R - Com Res Aide Lib Shl	20.39
Parks & Recreation	P&R - Com Res Specialist	32.80
Parks & Recreation	P&R - Com Resources Aide	19.98
Parks & Recreation	P&R - Com Resources Asst 1	21.19
Parks & Recreation	P&R - Com Resources Asst 2	23.52
Parks & Recreation	P&R - Com Resources Spec	32.94
Parks & Recreation	P&R - Com Services Super	104.79
Parks & Recreation	P&R - Comm Rel Spv	119.97
Parks & Recreation	P&R - Custodian	32.34
Parks & Recreation	P&R - Dir Of Parks And Rec	206.85
Parks & Recreation	P&R - Library Assistant	40.72
Parks & Recreation	P&R - Library Clerk	29.77
Parks & Recreation	P&R - Library Svs Supv	94.94
Parks & Recreation	P&R - Lifeguard	22.39
Parks & Recreation	P&R - Lifeguard/Instructor	25.54
Parks & Recreation	P&R - Literacy Coord	104.86
Parks & Recreation	P&R - Management Analyst	91.08
Parks & Recreation	P&R - Office Asst 2	53.78
Parks & Recreation	P&R - Park & Rec Mgr	142.01
Parks & Recreation	P&R - Park Foreman	112.89
Parks & Recreation	P&R - Park Mainten Super	121.53

Covina - User Fee

Fully Burdened Hourly Rate Calculation

Department	Dept - Position	Fully Burdened Hourly Rate
Parks & Recreation	P&R - Park Worker	69.78
Parks & Recreation	P&R - Park/Maint Asst	32.07
Parks & Recreation	P&R - Pool Mgr	35.67
Parks & Recreation	P&R - Rec Coord	78.93
Parks & Recreation	P&R - Recreation Svs Super	112.40
Planning & Building	Plan & Build - Assistant To The City Manager	106.31
Planning & Building	Plan & Build - Building Official	86.38
Planning & Building	Plan & Build - City Planner	88.70
Planning & Building	Plan & Build - Planning Aide	32.02
Planning & Building	Plan & Build - Planning Technician	52.68
Planning & Building	Plan & Build - Sr Administra Tech	63.61
Police	Police - Bkgrnd Investigator	48.27
Police	Police - Chief Of Police	177.87
Police	Police - Community Svcs Off	48.71
Police	Police - Court Officer	61.24
Police	Police - Ex Asst To Th C Of P	63.25
Police	Police - Gen Maint Worker	24.59
Police	Police - Genl Maint Worker	30.01
Police	Police - Jailer	45.73
Police	Police - Management Analyst	65.58
Police	Police - Ovrnght Park Enf Off	22.81
Police	Police - Pol Records Super	65.81
Police	Police - Police Captain	158.74
Police	Police - Police Lieutenant	142.99
Police	Police - Police Off Recruit	63.30
Police	Police - Police Officer	83.80
Police	Police - Police Records Clerk	40.45
Police	Police - Police Sergeant	114.36
Police	Police - Property Evidnc Clrk	48.12
Police	Police - Pub Sfty Comm Super	73.16
Police	Police - Public Safety Disp	60.80
Police	Police - Reserve Police Ofcr	28.91
Public Works	Pw - Assistant Civil Engr	136.72
Public Works	Pw - Asst Dir Of Public W	162.09
Public Works	Pw - Bldng Maint Worker	97.15
Public Works	Pw - Construction Insp 2	121.85
Public Works	Pw - Dir Of Public Works	246.04
Public Works	Pw - Engineering Intern	28.76

Covina - User Fee

Fully Burdened Hourly Rate Calculation

Department	Dept - Position	Fully Burdened Hourly Rate
Public Works	Pw - Equipment Operator	97.35
Public Works	Pw - Genl Bdlg Insp 2	119.95
Public Works	Pw - Genl Maint Worker	46.77
Public Works	Pw - Neighbor Preserv Off	78.33
Public Works	Pw - Permit Technician	85.94
Public Works	Pw - Pub Works Supertndnt	170.49
Public Works	Pw - Sr Administra Tech	83.01
Public Works	Pw - Street Crew Leader	101.31
Public Works	Pw - Street Maintenance F	121.49
Public Works	Pw - Street Worker	82.92
Redevelopment/Housing	Redevelopment/Housing - Finance Manager	111.20
Redevelopment/Housing	Redevelopment/Housing - Srhcdbgmgr	133.45
Water	Water - Sr Administra Tech	82.72
Water	Water - Water Crew Leader	92.25
Water	Water - Water Foreman	109.78
Water	Water - Water Pump Operator	99.27
Water	Water - Water Quality Tech	81.52
Water	Water - Water Services Super	123.30
Water	Water - Water Worker	76.10
Environmental Services	Environmental Services - Mgmt Analyst Trainee	114.94
Public Works	Pw - Plan Checker	123.97
Planning & Building	Plan & Build - Community Development Dir.	148.71
Planning & Building	Plan & Build - Assistant Planner	61.83

FINANCE FEES

Fee Description	Full Cost	Current Fee	Recommended Fee	Additional Comments
Business License - Change	\$8.53	\$5.00	\$5.00	To be evaluated by Business License Consultant
Business License - Close Out Sale Adjustment	\$14.10	\$10.00	\$10.00	To be evaluated by Business License Consultant
Business License Processing Fee (New Application)	\$47.91	\$30.00	\$30.00	To be evaluated by Business License Consultant
Business License Processing Fee (Renewal)	\$23.62	\$30.00	\$30.00	To be evaluated by Business License Consultant
Credit Card Use Fee	N/A	Actual Cost	Actual Cost	Per CA Government Code 6159
Returned Check Fee	N/A	\$25.00	\$25.00	For First Check; \$35.00 for Each Additional Check per CA Civil Code 1719

CITY CLERK/RECORDS MANAGEMENT FEES

Fee Description	Full Cost	Current Fee	Recommended Fee	Additional Comments
Annual Subscription of Agenda Packet	\$93.37	No Charge	\$93.00	
Candidate Nomination Filing	N/A	No Charge	\$25.00	Per Election Code Section 10228
CD of Documents	\$5.00	\$1.00	\$5.00	
Certification by City Clerk	\$15.56	No Charge	\$15.00	
Copies of Documents (Letter or Legal - Black & White Copies)	\$0.25	\$0.10	\$0.25	
Copies of Documents (Letter or Legal - Color Copies)	\$0.40	\$0.10	\$0.40	
Copies of Documents (Oversized Pages) (11x17" or Greater)	New	New	\$2.00	
Council Meeting DVD or Audio CD	\$39.88	\$1.00	\$15.00	
Fax Transmissions or Email Documents	\$0.25	\$0.10	No Charge	
Mailing Documents	N/A	No Charge	Actual Cost	
Notary Service	N/A	N/A	N/A	Per GC Section 8211
Political Reform Act Late Filing	N/A	No Charge	\$10.00	Per Day Set By Government Code 91013; \$100 Maximum
Reproduction of Campaign Statements	N/A	\$0.10	\$0.10	Set by Government Code 81008
Reproduction of Campaign Statements Which Are Five or More Years Old	N/A	\$5.00	\$0.10	Set by Government Code 81008
Reproduction of Conflict of Interest Statements	N/A	\$0.10	\$0.10	Set by Government Code 81008
Subpoena For Personal Appearance	N/A	New	\$275.00	Set by Government Code 68096.1
Subpoena of Records	N/A	New	\$15.00	Charged Under The Accounting Code for Copies

POLICE DEPARTMENT FEES

Fee Description	Full Cost	Current Fee	Recommended Fee	Additional Comments
ABC Permit & Transfer	\$457.45	\$3,185.00	\$457.00	
Administrative Tow Fee	\$131.97	\$129.00	\$129.00	
Application - Concealable Firearms - Retail Sales	\$588.37	\$50.00	\$50.00	
Bingo Permits	\$52.95	\$50.00	\$50.00	
Carnival	\$2,277.18	\$2,445.00	\$2,445.00	
CCW Amended License fee	\$43.02	\$10.00	\$10.00	Per GC 26190
CCW Permit Initial Application	\$588.37	\$100.00	\$100.00	Per GC 26190
CCW Permit Renewal	\$43.02	\$25.00	\$25.00	Per GC 26190
Citation Signoffs	\$31.06	\$25.00	\$25.00	
Disturbance Violation Service Fee (Plus Actual Cost of Personnel)	\$21.08	Min. \$50.00; Max \$500.00	Actual Cost	
Duplicating - 911 Calls	\$16.58	\$1.00	\$5.00	
Duplicating - CCTV (jail, station, etc.)	\$14.41	\$1.00	\$5.00	
Duplicating - Media (CD, USB, etc) (Per Media)	\$6.48	\$1.00	\$20.00	
Duplicating - Mobile Audio Video (MAV)	\$23.71	\$1.00	\$5.00	
Duplicating - Mobile Data Computer (MDC)	\$16.58	\$0.10	\$5.00	
Duplicating - Paper Copy (Photos, etc.)	\$0.25	\$0.10	\$10.00	
Duplicating - Phone	\$16.58	\$1.00	\$5.00	
Duplication by Outside Vendor (Photographs, Media, etc.)	N/A	Actual Cost	Actual Cost	
Entertainment Permit 0-49 Live	\$377.00	\$377.00	\$377.00	Set By Ordinance
Entertainment Permit 0-49 Non-Live	\$312.00	\$312.00	\$312.00	Set By Ordinance
Entertainment Permit 100 & Up Live	Varies	\$1,000.00 Deposit +/- Actual Cost	\$1,000.00 Deposit +/- Actual Cost	Set By Ordinance
Entertainment Permit 100 & Up Non- Live	Varies	\$1,000.00 Deposit +/- Actual Cost	\$1,000.00 Deposit +/- Actual Cost	Set By Ordinance
Entertainment Permit 50-99 Live	\$652.00	\$652.00	\$652.00	Set By Ordinance
Entertainment Permit 50-99 Non- Live	\$573.00	\$573.00	\$573.00	Set By Ordinance
Fingerprinting (Plus DOJ Fees)	\$35.42	\$25.00	\$25.00	
Fortunetelling	\$1,902.23	\$2,000.00	\$1,900.00	
Local Clearance Letter (Visa, Employment, Personal, etc.)	\$26.35	\$25.00	\$25.00	
Location/Premise History Search (Per Page)	\$6.74	\$0.10	\$0.25	
Log Item - Copy (Per Page)	\$6.74	\$0.10	\$0.25	
Lost Citation (Per Page)	\$6.74	\$0.10	\$0.25	
Massage Parlor Permit Invest.	\$2,229.79	\$2,490.00	\$2,490.00	
Outside Employment (Plus Actual Cost of Personnel)	\$104.88	\$85.00	\$85.00	
Overnight Parking Permit - Application (Initial)	\$105.41	\$25.00	\$30.00	
Overnight Parking Permit - Daily	\$9.04	\$3.00	\$4.00	
Overnight Parking Permit - Quarterly	\$26.76	\$17.00	\$20.00	
Parking Citations	N/A	Varies	N/A	Set Per City Code
Private Patrols Operators Invest.	\$622.63	\$950.00	\$620.00	
Promoter Permit	\$500.00	New	\$500.00	Set By Ordinance
Renewal - Concealable Firearms - Retail Sales	\$43.02	\$35.00	\$35.00	
Reports - All Other (Per Page)	\$0.25	\$0.10	\$0.25	
Restitution/DUI Reimbursement (Hourly or Fraction Thereof)	N/A	\$260.00	Actual Cost	Per GC 53150-53159; Plus Actual Cost of Personnel at Scene Up to \$12,000 Maximum
Second Hand Dealer License	\$1,911.10	\$2,240.00	\$1,900.00	
Second Hand Dealer Renewal	\$729.37	\$1,020.00	\$730.00	
Solicitation	\$731.98	\$680.00	\$730.00	
Traffic Collision Report - Injury (Per Report)	\$0.25	\$0.10	\$20.00	
Traffic Collision Report - Non-Injury (Per Report)	\$0.25	\$0.10	\$20.00	
Vehicle Inspection - Transportation Type Vehicles	\$55.76	\$50.00	\$50.00	
Vehicle Release	\$70.67	\$60.00	\$60.00	
Vehicle Repossessions Entry Receipt	\$16.85	\$15.00	\$15.00	

POLICE DEPARTMENT FEES

Fee Description	Full Cost	Current Fee	Recommended Fee	Additional Comments
Witness Fees - Civilian	N/A	\$35.00	\$275.00	Per GC 68093; Plus DOJ Fees
Witness Fees - Sworn	N/A	\$275.00	\$275.00	Per GC 68097.2 (B)

ENGINEERING FEES

Fee Description	Full Cost	Current Fee	Recommended Fee	Additional Comments
Additional Engineering Review/Misc Review (Per Review)	New	New	\$200.00	Hourly Rate for City Engineer is \$200/Hr
Additional Inspection (Per Inspection)	\$60.93	New	\$110/Hr	Hourly Rate for City Construction Inspector is \$110/Hr
Administrative Conditional Use Permit - Major Activity Event Review	New	New	\$600.00	3 Hour Review Time; Hourly Rate for City Engineer is \$200/Hr
Administrative Conditional Use Permit - Minor Activity Event Review	\$34.18	\$620.00	\$200.00	1 Hour Review Time; Hourly Rate for City Engineer is \$200/Hr
Curb & Gutter (Homeowner) < 100 LF	\$181.80	\$305.00	\$305.00	
Curb and Gutter Plan Review (Plan Check & Inspection)	N/A	N/A	6% of Construction Cost	3% for Plan Review and 3% for Inspection
Curb Drain	\$181.80	\$230.00	\$230.00	
Driveway, New or Modification	\$319.25	\$305.00	\$319.00	
Encroachment Permit - Entire Street Closure, Per Day	\$227.38	\$190.00	\$265.00	
Encroachment Permit - Equipment or Materials, Per Week or Any Portion Thereof (On Sidewalk)	\$102.30	\$100.00	\$102.00	
Encroachment Permit - Lane Closure Only (Traffic Control Per Week or Less and Per Location)	\$265.52	\$100.00	\$265.00	
Encroachment Permit - Overhangs, Sidewalk Dining, Freestanding Signs - Annual	\$320.42	\$115.00	\$320.00	
Encroachment Permit - Roll-Off Bins, Per Week or Any Portion Thereof	\$163.22	\$155.00	\$163.00	
Encroachment Permit - Scaffolding, Per Week or Any Portion Thereof	\$163.22	\$190.00	\$190.00	
Engineering Copier	\$11.75	\$80.00	\$80.00	
Engineering Copier - (Larger than 36X48")	\$18.82	\$80.00	\$80.00	
Enlarged City Boundary Map (Poster Size Reproduction)	\$50.95	Actual Cost	\$80.00	
Final Tract/Parcel Map - Plan Check - Residential/Commercial (3 Reviews)	\$643.99	\$2,370.00	\$2,500 + \$60/Lot	
Lot Line Adjustment - Residential or Commercial	\$561.94	\$1,025.00	\$1,665.00	
Minor Excavation - Up to 500 SF	\$143.66	\$1,075.00	\$1,550.00	
Other Unlisted Work in Public Right-of-Way	\$181.80	\$225.00	\$225.00	
Permit Application/Issuance Fee	\$48.56	\$15.00	\$48.00	

ENGINEERING FEES

Fee Description	Full Cost	Current Fee	Recommended Fee	Additional Comments
Precise Grading Plan - 500 SF or Greater	New	New	\$200/Hr Plan Check + \$110/Hr Inspection	Hourly Rate for City Engineer is \$200/Hr; Hourly Rate for Construction Inspector is \$110/Hr
Proposed Development Review	\$1,011.89	\$1,580.00	\$200/Hr	Hourly Rate for City Engineer is \$200/Hr
Research & Document Request	\$50.35	New	\$100.00	
Rough Grading Plan - 500 SF or Greater	New	New	\$200/Hr Plan Check + \$110/Hr Inspection	Hourly Rate for City Engineer is \$200/Hr; Hourly Rate for Construction Inspector is \$110/Hr
Sewer Plan Review (Plan Check & Inspection)	New	New	6% of Construction Cost	3% for Plan Review and 3% for Inspection
Storm Drain Plan Review (Plan Check & Inspection)	\$348.74	\$3,620.00	6% of Construction Cost	3% for Plan Review and 3% for Inspection
Street Plan Review (Plan Check & Inspection)	\$348.74	\$410.00	6% of Construction Cost	3% for Plan Review and 3% for Inspection
Street Vacation (Plus Consultant Costs)	\$1,189.58	\$1,045.00	\$1,189.00	
Tentative Tract/Parcel Map - Residential/Commercial	\$151.10	\$310.00	\$200/Hr	Hourly Rate for City Engineer is \$200/Hr
Tree Installation - Furnish and Plant 15-Gallon Tree with Root Barrier (Contracted Service)	N/A	\$115.00	\$254.00	WCA Contract Price
Tree Installation - Furnish and Plant 24" Box Tree with Root Barrier (Contracted Service)	N/A	N/A	\$394.00	WCA Contract Price
Tree Installation - Furnish and Plant 36" Box Tree with Root Barrier (Contracted Service)	N/A	N/A	\$994.00	WCA Contract Price
Utility Excavation/Cuts (Including Edison Construction Work)	New	New	\$470.00	Permit Fee Plus 2 Hrs of Inspection Time (Inspector)
Utility Excavation/Cuts (Including Edison Construction Work) Impacting City Traffic Signal(s)	New	New	\$470 + Hourly Rate	Hourly Rate for Street Worker for Duration of Outage (i.e. 3 Hrs*\$82.92)
Utility Pole or Street Light (Remove, Relocate, Add, Etc.)	\$204.59	\$155.00	\$204.00	
Water Plan Review (Plan Check & Inspection)	New	New	6% of Construction Cost	3% for Plan Review and 3% for Inspection
Wide Load Permits (Per Trip, Per California DOT)	N/A	\$15.00	\$16.00	

WATER FEES

Fee Description	Full Cost	Current Fee	Recommended Fee	Additional Comments
Additional Fee If Customer Has Self-Restored	\$161.94	\$100.00	\$162.00	
Broken Lock/Damage (Plus Cost of Lock)	\$69.40	Actual Cost	\$69.00	
Delinquent Account Field Notification	\$31.53	\$25.00	\$31.00	
Deliquent Reconnect Fee - After Hours	\$365.90	\$120.00	\$228.00	Fully Burdened Water Work at Time and a Half; Minimum 2 Hours Call Back Time Per MOU
Deliquent Reconnect Fee - Next Business Day	\$81.49	\$50.00	\$81.00	
Each Additional Set and Removal	\$41.06	\$40.00	\$41.00	
Fire Flow Availability	\$240.08	\$125.00	\$240.00	
Initial Fire Hydrant Meter Set/Removal	\$80.04	\$80.00	\$80.00	
Initial Service Turn On - After Hours	\$306.24	\$120.00	\$228.00	Fully Burdened Water Work at Time and a Half; Minimum 2 Hours Call Back Time Per MOU
Meter Re-Read	\$37.87	\$30.00	\$37.00	
Meter Set (Plus Actual Cost)	\$103.27	Actual Cost + Admin Fee	\$103.00	
Multi-Unit Delinquent Account Field Notification (Per Unit)	\$3.92	\$2.00	\$4.00	
Pressure Test	\$46.85	\$50.00	\$76.00	One Hr of Fully Burdened Water Worker
Service Line Install (Plus Actual Cost)	\$398.52	Actual Cost + Admin Fee	\$399.00	
Service Connection (Downgrade/Upgrade Meters)	Varies	Varies	\$200 + \$76/Hr	Minimum \$200 flat charge plus Fully Burdened Water Worker Hourly Rate
Trip Charge for Additional Field Visit	\$94.60	\$15.00	\$95.00	
Turn On & Off Water Service Customer Repair	\$88.43	\$0.00	\$88.00	
Turn On & Off Water Service Customer Repair After Hours - Planned	\$329.05	\$120.00	\$228.00	Fully Burdened Water Work at Time and a Half; Plus 25% Administrative Fee; Minimum 2 Hours Call Back Time Per MOU
Water Meter Test	\$112.25	\$35.00	\$112.00	

ENVIRONMENTAL FEES

Fee Description	Full Cost	Current Fee	Recommended Fee	Additional Comments
C&D Admin Review Large Tenant Improvements, Multifamily, Commercial/Industrial and Other Projects (Non-Refundable)	\$602.52	New	TBD	New Ordinance required to set fees.
C&D Admin Review Mid-Sized Tenant Improvements, Single Family Residential New Construction (Non-Refundable)	\$269.61	New	TBD	New Ordinance required to set fees.
C&D Admin Review Small Tenant Improvements and Residential Additions (Non-Refundable)	\$139.47	New	TBD	New Ordinance required to set fees.
C&D Diversion Plan Additional Review or Verification (Per Hour)	\$175.78	New	TBD	New Ordinance required to set fees.
C&D Performance Security Deposit (Refundable, \$30,000 Maximum)	New	New	TBD	New Ordinance required to set fees.
Environmental Plan Review - Standard (Per Hour, 1 Hour Minimum)	\$269.74	\$40.00	\$0.00	Recommend Deleting - Will incur costs in actual LID/Grading/SWPPP review costs below.
Hazardous Material/Illicit Discharge Response During Non-Business Hours & Holidays (Per Hour)	\$273.03	\$125.00	Actual Costs Based on OT Rate	Actual costs based on staff costs to respond and remediate discharge, materials used, disposal costs, contractor cost (if engaged by City) and Admin Cost (25%)
Hazardous Material/Illicit Discharge Response (7:30am-5:30pm Mon-Thurs) (Per Hour, Actual Costs Based on Staff Costs, Materials, Equipment, Disposal Costs and Admin Fee)	\$187.72	\$75.00	Actual Costs Based on FBR	Actual costs based on staff costs to respond and remediate discharge, materials used, disposal costs, contractor cost (if engaged by City) and Admin Cost (25%)
If Resident Found To Have Discharged Pool Without Pool Discharge Permit (Per Inspection)	\$57.47	New	\$57.00	Staff time to do Chlorine test = 1/2 hr MAT = \$57.47
Illegal Rolloff Impound Fee (Penalty)	N/A	\$500.00	\$500.00	
Landscape and Exterior Water Usage Plan Review (Per Hour) Staff Costs (Total 1 Hr)	\$131.40	New	\$133.00	Staff = 3/4 ESA(\$101.39) + 1/4 SAT (\$31.28) = \$132.67

ENVIRONMENTAL FEES

Fee Description	Full Cost	Current Fee	Recommended Fee	Additional Comments
LID Review (Includes Grading Plan Review) (Deposit) (Actual Costs If Exceeds Deposit of \$169/Hr, Which is Billed)	\$62.55	\$300.00	\$2,000.00	LID Review (10 hrs from first review to approval, with engineer versed in LID, however revisions and additional meetings are typically required (+2 hrs)) JLHA \$135 x 10 hrs + Admin Cost (25%) = \$1,687.50 or JLHA \$135 x 12 hrs + Admin Cost (25%) = \$2025; JLHA is recommending \$2,000 deposit + actual costs at \$169/hr if project requires more than 12 hours of review.
Maintenance Covenant Processing	\$203.55	New	\$203.55	Applicant provides Covenant; staff reviews, CM signs, returns 4 copies (CC, JLHA, ES). Not incorporated into LID Review.
Major Activity/Event Review	\$62.55	New	\$270.00	Include DRC/ACUP - Actual Costs - 2 ESA(\$270.36)
Minor Activity/Event Review	\$31.28	New	\$135.00	Include DRC/ACUP - Actual Costs - 1 ESA(\$135.18)
Mobile Washing Permit and Equipment/Process Inspection (Per Inspection) (At Business License Review)	\$57.47	New	\$89.00	Staff = 1/2 MAT(\$57.47) + 1/4 SAT (\$31.28) = \$88.75
No Fee - Attend Workshop + Compost Bin and Other Item Sale	New	New	\$0.00	\$72 subsidized by AB 939 fee (source reduction)
Non-LID Plan Review (New Construction, Major Tenant Improvement, Tenant Improvement with Outdoor Construction, Other) (Per Hour) Staff Costs (Total 2 Hr)	\$231.52	New	\$234.00	Staff = 1.5 ESA(\$202.79) + 1/4 SAT (\$31.28) = \$234.05
Non-Resident Wants to Purchase Compost Bin and Other Item Sale	New	New	\$72.00	Straight Cost incl. tax
NPDES - Environmental Compliance Fee (Charged to All Non Home-Based Businesses with License Application and Renewal) (Annual, Charged with Annual Business License Renewal)	\$33.79	\$15.00	\$15.00	Staff has not tacked costs; Recommend leave at \$15 and track over next year to get better handle on actual costs incurred to justify raising fee.
NPDES Construction Site Inspection - Violation Follow-Up (Per Incident) (Per Inspection) (Consultant Costs for Inspection + Staff Time to Process NOV)	\$246.34	\$125.00	\$334.00	Actual Costs - JLHA (\$128/hr) + 1/4 EST (\$50.06) + 1/2 MAT (\$57.47) + 1/4 SAT (\$31.28) x Admin Cost (25%) = \$333.51

ENVIRONMENTAL FEES

Fee Description	Full Cost	Current Fee	Recommended Fee	Additional Comments
NPDES Construction Site Inspection (Per Inspection) (Min of 1 Per Month During Active Construction for Length of Project)	\$146.22	\$75.00	\$160.00	Actual Costs - JLHA (\$128/hr) x Admin Cost (25%) = \$160.00 Ask contractor for estimated construction time and multiply by number of months anticipated.
NPDES Permit "No Exposure" or "Non-Applicability" or Other Certification Verification (Per Hour) (Actual Staff Cost)	\$67.59	New	\$139.00	Staff = 1/2 MAT(\$57.47) + 1/4 SAT (\$31.28) + 1/4 EST (50.06) = \$277.62 (Round up) = \$138.82
NPDES Permit Inspection - 30 Day Reinspection by Consultant (Per Hour) (Consultants Cost Inspection + Staff Costs) (Violation Letter)	New	New	\$330.00	Actual Costs - JLHA (\$125/hr) + (1/4 EST (\$50.06) + 1/2 hr MAT(\$57.47) + 1/4 SAT (\$31.27)) x Admin Cost (25%); NEW - MS4 permit now requires reinspection after 30 days, therefore we need to begin collecting a reinspection fee _ staff costs to process NOV. = \$329.75
NPDES Permit Inspection - 30 Day Reinspection by Staff (Per Hour) + Staff Costs (Inspection + Violation Letter)	New	New	\$278.00	Actual Costs - Staff Inspection + NOV (1/2 hr EST (100.13) + 1hr FBR MAT (\$114.94) + 1/2 hr SAT (62.55) = \$277.62
NPDES Permit Inspection - Commercial/Industrial (Annual, Plus Consultant Costs)	\$54.23	\$85.00	\$63.00	Actual Costs - 2 - JLHA (\$125) inspections x Admin Cost (25%)/5 (inspection every 2 years - split annually) \$62.50
NPDES Permit Inspection - Restaurants (Annual, Plus Consultant Costs)	\$54.23	\$50.00	\$63.00	Actual Costs - 2 - JLHA (\$125) inspections x Admin Cost (25%)/5 (inspection every 2 years - split annually) \$62.50
Plan Review (Residential Addition, Interior-Only Tenant Improvement) (Per Hour) Staff Costs (Total 1 Hr)	\$131.40	New	\$133.00	Staff = 3/4 ESA(\$101.39) + 1/4 SAT (\$31.28) = \$132.67
Pool Discharge Permit (Per Inspection)	\$57.47	New	\$0.00	No Fee
Post-Construction BMP Enforcement (Per Hour) (Consultant Costs for Inspection + Staff time to Process NOV)	\$244.79	New	\$334.00	Actual Costs - JLHA (\$128/hr) + 1/4 EST (\$50.06) + 1/2 MAT (\$57.47) + 1/4 SAT (\$31.28) x Admin Cost (25%) = \$333.51
Post-Construction BMP Installation Inspections (Per Inspection) + (Consultant Costs)	\$98.87	New	\$160.00	Actual Costs - JLHA (\$128/hr) X Admin Cost (25%) = \$160.00

ENVIRONMENTAL FEES

Fee Description	Full Cost	Current Fee	Recommended Fee	Additional Comments
Post-Construction BMP Installation Inspections (Per Inspection) + (Consultant Costs)	\$98.87	New	\$160.00	Actual Costs - JLHA (\$128/hr) X Admin Cost (25%) = \$160.00
Recycling Permit Fee (Per Year)	\$88.75	New	\$30.00	Amount charged to recyclers (fee for service); Added to business licence (e-waste & women's club recycling)
Refuse - Large Event and Venue Waste Reduction & Recycling Plan Review	\$98.87	\$50.00	\$278.00	Staff = 1 MAT(\$114.94) + 1/2 SAT (\$62.55) + 1/2 EST (100.13) = \$277.62 Need to add to Ordinance
Resident Does Not Attend Workshop. Wants to Purchase Compost Bin and Other Item Sale	New	New	\$40.00	\$32 subsidized by AB 939 fee (source reduction)
SWPPP Review (Deposit) (5 Hr Review Included. If Additional Review Needed, Contractor Costs at \$135/Hr)	\$62.55	\$1,200.00	\$844.00	Actual Costs - JLHA (\$135/hr) x 5 hrs + Admin Cost (25%) = \$843.75 (round up); If additional time needed to review then \$135/hr invoiced to contractor.
Transfer of Property Subject to Maintenance Covenant of Structural and/or Treatment Control BMP's	\$153.48	New	\$153.48	
Water Quality Sampling of Illicit Discharge (Per Sampling Event) + (Sampling Costs)	\$198.99	New	Actual Costs + 25% Admin Fee	Actual cost for lab analysis + Admin Cost (25%)

INDUSTRIAL WASTE FEES

Fee Description	Full Cost	Current Fee	Recommended Fee	Additional Comments
Additional Plan Review or Revisions of Previously Approved Plans (Per Hour)	\$336.78	\$78.00	\$79.00	
Additional Site-Remediation Investigation, Per Hour (Actual PW Staff Time + Admin)	\$102.93	\$78.00	\$79.00	
Application for Closure and Inspection of Pretreatment Facility	\$227.02	\$357.00	\$362.00	
Industrial Waste Annual Inspection Fee - Class A (Per Inspection, Minimum of 1)	\$229.83	\$223.00	\$226.00	
Industrial Waste Annual Inspection Fee - Class B (Per Inspection, Minimum of 2)	\$452.71	\$445.00	\$451.00	
Industrial Waste Annual Inspection Fee - Class C (Per Inspection, Minimum of 3)	\$678.41	\$667.00	\$676.00	
Industrial Waste Annual Inspection Fee - Class D (Per Inspection, Minimum of 4)	\$898.49	\$889.00	\$901.00	
Industrial Waste Annual Inspection Fee - Class E (Per Inspection, 1 Every 2 Months)	\$1,138.40	\$1,042.00	\$1,056.00	
Industrial Waste Annual Inspection Fee - Class M (Per Inspection, 1 Every Month)	\$1,858.12	\$2,210.00	\$2,239.00	
Industrial Waste Annual Inspection Fee - Class RDS (Flat, Rain Water Diversion)	\$372.91	\$245.00	\$248.00	
Industrial Waste Disposal Permit - Sewer - New (Flat - Application Fee)	\$337.98	\$343.00	\$348.00	
Industrial Waste Disposal Permit - Sewer - Revised (Flat - Application Fee)	\$337.98	\$228.00	\$231.00	
Industrial Waste Disposal Permit - Off Site - New (Flat - Application Fee)	\$337.98	\$459.00	\$465.00	
Industrial Waste Disposal Permit - Off Site - Revised (Flat - Application Fee)	\$337.98	\$305.00	\$309.00	
Industrial Waste Disposal Permit - On Site - New (Flat - Application Fee)	\$337.98	\$420.00	\$426.00	
Industrial Waste Disposal Permit - On Site - Revised (Flat - Application Fee)	\$337.98	\$343.00	\$348.00	
Inspections Outside Normal Business Hours (Per Hour, 2 Hours Minimum - Bldg Inspector)	\$378.99	\$105.00	\$106.00	
Review of Site-Remedial Investigation and Clean-Up Plan, Initial Deposit (Flat Fee)	\$272.78	\$309.00	\$313.00	
Sewer Plan Review (Plan Check & Inspection)	New	New	6% of Construction Cost	3% for Plan Review and 3% for Inspection
Supplemental or Re-Inspection (Flat Fee)	\$272.78	\$223.00	\$226.00	
Wastewater Sampling and Analysis (Plus Materials & Any Additional Personnel Costs)	\$344.67	\$223.00	\$226.00	

PARKS & RECREATION FEES

Fee Description	Full Cost	Current Fee	Recommended Fee	Additional Comments
Aqua Aerobics (20 Class Flex Pass)	\$132.08	\$95.00	\$95.00	
Aqua Aerobics (Drop In - Per Person Per Day)	\$7.55	\$5.00	\$5.00	
Banner Hanging	\$283.98	\$350.00	\$400.00	
Joslyn Center Membership (Per Calendar Year)	\$19.88	N/A	N/A	
Junior Lifeguard Course	\$141.51	\$75.00	\$75.00	
Lap Swim (Per Person Per Day)	\$3.77	\$2.00	\$2.00	
Leaders-in-Training (Per Program Period)	\$788.69	\$40.00	\$40.00	
Leaders-in-Training Jr Lifeguard Program (Per Program Period)	\$788.69	\$75.00	\$75.00	
Lifeguard/Instructor Camp	\$405.66	N/A	N/A	
Little Tots Basketball (8 Weeks - 1 Day Per Week)	\$68.69	\$68.00	\$68.00	
Little Tots Flag Football (8 Weeks - 1 Day Per Week)	\$90.69	\$68.00	\$68.00	
Little Tots Soccer (8 Weeks - 1 Day Per Week)	\$68.69	\$68.00	\$68.00	
Little Tots T-Ball (8 Weeks - 1 Day Per Week)	\$71.69	\$68.00	\$68.00	
Parade Entry - Band	N/A	\$95.00	\$95.00	
Parade Entry - Commercial	N/A	\$85-\$210	\$85-\$210	
Parade Entry - Equestrian	N/A	\$55.00	\$55.00	
Parade Entry - General	N/A	\$45.00	\$45.00	
Parade Entry Late Fee	N/A	\$20.00	\$20.00	
Parade Vendor	N/A	\$100.00	\$100.00	
Pee Wee, Youth, Junior Basketball (8 Weeks - 2 Days Per Week)	\$95.71	\$91.00	\$91.00	
Pee Wee, Youth, Junior Flag Football (8 Weeks - 2 Days Per Week)	\$97.71	\$91.00	\$91.00	
Pee Wee, Youth, Junior Soccer (8 Weeks - 2 Days Per Week)	\$96.71	\$91.00	\$91.00	
Pee Wee, Youth, Junior T-Ball/Softball (8 Weeks - 2 Days Per Week)	\$93.74	\$91.00	\$91.00	
Rec N' Roll Movie Experience	\$794.97	N/A	N/A	
Recreation Swimming (Per Person Per Day)	\$1.89	\$1.00	\$1.00	
Saturday Group Lessons (5 Days, 40 Minutes Per Day)	\$75.47	\$40.00	\$40.00	
Saturday Private Lessons (5 Days, 40 Minutes Per Day)	\$141.51	\$100.00	\$100.00	
Saturday Semi-Private Lessons (5 Days, 40 Minutes Per Day)	\$103.77	\$70.00	\$70.00	
Senior Classes (Fees Vary - Average)	\$32.01	\$30.00	\$30.00	
Senior Excursions (Fees Vary - Average)	\$35.96	\$29.00	\$29.00	
Senior Special Events (Fees Vary - Average)	\$31.48	\$10.00	\$10.00	
Summer and Spring Day Camp (Per Week)	\$259.29	\$130.00	\$130.00	
Swim Team (10 Weeks, 4 Days Per Week, Including Meets)	\$283.02	\$195.00	\$195.00	
Weekday Group Lessons (8 Days, 40 Minutes Per Day)	\$94.34	\$60.00	\$60.00	
Weekday Private Lessons (8 Days, 40 Minutes Per Day)	\$254.72	\$160.00	\$160.00	
Weekday Semi-Private Lessons (8 Days, 40 Minutes Per Day)	\$160.38	\$110.00	\$110.00	

LIBRARY FEES

Fee Description	Full Cost	Current Fee	Recommended Fee	Additional Comments
Arts & Crafts Fair Vendor Fee	\$15.84	\$15.00	\$15.00	Per Table
Community Room Rental Fee - Commercial (Per Hour)	\$137.13	\$25.00	\$30.00	
Community Room Rental Fee - Non Profit (Per Hour)	\$137.13	\$15.00	\$30.00	For up to 4 hours of use
Computer Printout Per Page	\$2.48	\$0.15	\$0.15	
Computer Printouts Color - Per Page	\$2.60	\$0.50	\$0.50	
Computer Tutoring Sessions (Taught by Volunteers; Cost Includes Booklet)	\$8.01	\$5.00	\$5.00	
Fax Service (For First 3 Pages, Plus \$0.50 Per Additional Page)	\$6.12	N/A	\$0.00	
Hold Fee	\$1.04	N/A	\$0.00	
Homework Help (Per Child, Per Day)	\$4.41	\$1.00	\$1.00	
Interlibrary Loans from Outside System	\$19.80	\$3.00	\$4.00	
Interlibrary Loans from System Libraries	\$43.65	\$3.00	\$4.00	
iPad Overdue Fee (Per Hour - Penalty)	NA	\$20.00	\$20.00	
Library Card Replacement Fee	\$1.10	\$1.00	\$2.00	
Library DVD Rental (Saturday)	\$3.30	\$1.00	\$1.50	
Library DVD Rental (Tuesday - Friday)	\$3.30	\$1.50	\$1.50	
Library Late Charges - Books Per Day (Penalty)	N/A	\$0.15	\$0.25	Also includes audiobooks, CD's, and magazines
Library Late Charges - Collection Agency - Per Item (Penalty)	N/A	\$20.00	\$20.00	
Library Late Charges - DVDs Per Day (Penalty)	N/A	\$1.00	\$1.00	
Lost/Damage Audio Book CD - Plus Actual Material Replacement Cost	\$6.79	\$4.00	\$4.00	
Lost/Damage Book Fees - Plus Actual Material Replacement Cost	\$39.58	\$4.00	\$4.00	
Lost/Damage Cases for Audiobook - Plus Actual Material Replacement Cost	\$4.75	\$4.00	\$4.00	
Lost/Damage Cases for DVD - Plus Actual Material Replacement Cost	\$4.75	\$4.00	\$4.00	
Lost/Damage Cases for Music CD - Plus Actual Material Replacement Cost	\$4.75	\$4.00	\$4.00	
Lost/Damage CD - Plus Actual Material Replacement Cost	\$30.54	\$4.00	\$4.00	
Lost/Damage DVD - Plus Actual Material Replacement Cost	\$30.54	\$4.00	\$4.00	
Lost/Damage iPad- Cost Plus Processing Fee	\$570.93	\$450.00	\$450.00	
Lost/Damage Magazines - Plus Actual Material Replacement Cost	\$5.87	\$4.00	\$4.00	
Photocopy Per Page	\$2.46	\$0.15	\$0.15	
Test Proctoring	\$24.48	N/A	\$15.00	

PLANNING FEES

Fee Description	Full Cost	Current Fee	Recommended Fee	Additional Comments
Additional Review Fee	Varies	New	Actual Cost	
Administrative Conditional Use Permit: Special Event Less Than 30 Days	\$105.36	\$100.00	\$105.00	
Administrative Conditional Use Permit: Special Event such as Carnival, Car Show, K-Run, Small Scale Auto Sales, etc.	\$1,869.98	\$1,883.00	\$1,869.00	
Administrative Conditional Use Permit: Bingo, Las Vegas Nights, etc.	\$158.04	\$122.00	\$158.00	
Administrative Conditional Use Permit: Fee for Non-Profits, etc.	\$320.25	New	\$320.00	No Charge with Verification of IRS Exempt Status
Administrative Conditional Use Permit: Pumpkin Patch & Christmas Tree Lot (over the counter review)	New	New	\$225.00	
ABC Investigation w/o CUP	\$105.36	New	\$105.00	
ABC Investigation with CUP	\$105.36	\$82.00	\$105.00	
Annexation (City)	\$10,830.40	\$9,876.00	\$10,830.00	
Annexation (Community Facility District - CFD)	Actual Cost	Actual Cost	Actual Cost	
Appeal to Planning Commission or City Council: Other than SPR	\$1,699.09	\$1,554.00	\$1,699.00	
Appeal to Planning Commission or City Council: Non-Applicant (SPR Only)	\$1,699.09	\$1,730.00	\$1,699.00	
Appeal to Planning Commission or City Council: Applicant (SPR Only)	\$1,699.09	\$1,465.00	\$1,699.00	
Assistant Planner Hourly Rate	\$61.83	\$74.00	\$61.00	
Associate Planner Hourly Rate	New	New	\$67.59	
Business License Review (In-Home & Other) Counter Review	\$105.36	\$74.00	\$105.00	
Business License Review (In-Home & Other) Counter Review w/Field	\$263.41	\$199.00	\$263.00	
Change in Nonconforming Use	\$4,134.79	\$1,000.00	\$4,134.00	
City Attorney Review of Covenants, Easements, Agreements & Other Legal Documents (Per Hour)	\$237.00	Per Hour	Contract Rate	
City Planner Hourly Rate	\$88.70	\$110.00	\$88.00	
Community Development Director Hourly Rate	\$210.54	New	\$210.00	
Conditional Use Permit	\$4,134.79	\$2,867.00	\$4,134.00	
Conditional Use Permit: 6-Month Review by Planning Commission	\$1,289.74	\$546.00	\$1,289.00	
Construction Plan Modification	\$266.09	\$199.00	\$266.00	
Construction Plan Review	\$266.09	New	\$266.00	
Designation of a Heritage Tree (Private Applicant)	\$5,970.04	\$2,273.00	\$5,970.00	
Designation of Historic Landmark/Structure of Merit (Private Applicant)	\$5,970.04	\$2,273.00	\$5,970.00	
Environmental Review - Staff Review of Applicant's Initial Study, Environmental Reports or Studies (Plus Consultant Costs)	\$4,118.50	\$1,696.00	\$4,118 Plus Consultant Costs	
Environmental Impact Report - Staff Review and Consultant Costs)	Deposit + Actual Costs	Deposit + Actual Costs	Deposit + Actual Costs	
General Plan Amend - Text or Map Change	\$10,830.40	\$9,876.00	\$10,830.00	
General Plan Fee	New	New	\$2.00 per \$1,000 of Construction Valuation	
Grading Plan Review	\$266.09	\$199.00	\$266.00	

PLANNING FEES

Fee Description	Full Cost	Current Fee	Recommended Fee	Additional Comments
Landscape & Construction Review Fee: Artificial Turf Installation or Single-Family Construction	\$354.78	\$217.00	\$354.00	
Landscape & Construction Review Fee: Project Less Than 1 Acre	\$620.87	\$515.00	\$620.00	
Landscape & Construction Review Fee: Project 1.1 Acres to 2.99 Acres	\$886.95	\$714.00	\$886.00	
Landscape & Construction Review Fee: Project Over 3 Acres	\$1,330.43	\$1,012.00	\$1,330.00	
Lot Line Adjustment	\$773.61	\$685.00	\$773.00	
Outdoor Dining and Display	\$1,435.79	\$100.00	\$1,435.00	
Parking Agreement	\$4,134.79	New	\$4,134.00	
Photocopies:				
A. Counter information - Each page	New	New	\$0.10	
B. Filed Information				
First page	New	New	\$4.00	
Each additional page	New	New	\$0.10	
C. Zone Maps				
Page	New	New	\$0.50	
Large Book	New	New	\$20.00	
Small Book	New	New	\$6.00	
Planned Community Development (Establishment of PCD and Major Modification to PCD)	\$10,830.40	\$9,777.00	\$10,830.00	
Planned Community Development (Minor Modification)	\$1,869.98	\$1,230.00	\$1,869.00	
Planning Aide Hourly Rate	\$32.02	New	\$32.00	
Planning Technician Hourly Rate	\$52.68	New	\$52.00	
Pre-Submittal Application Review (Flat Rate Fee)	Variable	New	\$632.00	
Reinspection Fee	\$177.39	New	\$177.00	
Senior Administrative Technician Hourly Rate	\$63.61	New	\$63.00	
Shopping Cart Containment/Retrieval Plan Review	\$654.03	\$150.00	\$654.00	
Sign Permit - Annual Display Program	\$210.72	\$120.00	\$210.00	
Sign Permit - Permanent	\$316.09	\$180.00	\$316.00	
Sign Permit - Temporary	\$105.36	\$78.00	\$105.00	
Sign Program Review	New	New	\$1,128.00	
Site Plan Review (SPR) Major	\$5,417.78	\$5,066.00	\$5,417.00	
Site Plan Review (SPR) Minor Site & Bldg Impr. Over Counter Review w/o Field	\$105.36	\$78.00	\$105.00	
Site Plan Review (SPR) Minor Site & Bldg Impr. Not Over Counter Review & w/o Field	\$205.43	\$200.00	\$205.00	
Site Plan Review (SPR) Minor w/o DRC: Modifications to Existing Resi.	\$421.45	\$400.00	\$421.00	
Site Plan Review (SPR) Minor w/DRC: Modifications to Existing Non-Resi.	\$632.17	\$600.00	\$632.00	
Site Plan Review (SPR) Minor w/DRC: New Dwelling Unit/2nd Unit, Minor Non-Resi. Improvements	\$3,168.38	\$3,187.00	\$3,168.00	
Site Plan Review (SPR) Administrative Time Extension	\$266.09	\$234.00	\$266.00	
Site Plan Review (SPR) Planning Commission Time Extension	\$812.13	\$553.00	\$812.00	
Special Construction Permit (Noise)	\$177.39	\$50.00	\$177.00	
Special Plan Review (Lighting, CMD, Parking, etc.)	\$266.09	New	\$266.00	
Tentative Parcel Map	\$3,769.27	\$4,220.00	\$3,769.00	
Tentative Tract Map	\$10,830.40	\$8,465.00	\$10,830.00	
Tentative Tract Map/Tentative Parcel Map: Minor Amendment or Time Extension	Not Calculated	\$500.00	\$500.00	No Change
Tree Preservation Permit Minor	\$1,128.39	\$150.00	\$1,128.00	

PLANNING FEES

Fee Description	Full Cost	Current Fee	Recommended Fee	Additional Comments
Tentative Tract Map/Tentative Parcel Map: Minor Amendment or Time Extension	Not Calculated	\$500.00	\$500.00	No Change
Tree Preservation Permit Minor	\$1,128.39	\$150.00	\$1,128.00	
Tree Preservation Permit Regular	\$2,504.28	\$822.00	\$2,504.00	
Vacation of Rights-of-Way	Not Calculated	\$450.00	\$450.00	No Change
Variance Major (Non-Single-Family Structure)	\$4,134.79	\$3,761.00	\$4,134.00	
Variance Major (Single-Family)	\$2,474.92	\$1,625.00	\$2,474.00	
Varinace Minor	Not Calculated	\$1,236.00	\$1,236.00	No Change
Verification & Research Fee	Variable	Actual Cost	Actual Cost	
Yard Sale Permit	\$14.50	\$10.00	\$10.00	
Zoning Ordinance Amend - Add Uses	\$4,736.31	\$2,097.00	\$4,736.00	
Zoning Ordinance Amend - Text or Map Change	\$10,830.40	\$7,721.00	\$10,830.00	
Zoning Verification Letter	\$316.09	\$200.00	\$316.00	

CODE ENFORCEMENT FEES

Fee Description	Full Cost	Current Fee	Recommended Fee	Additional Comments
Abandoned/Vacant Property Registration Fee	N/A	\$100.00	\$100.00	
Appeal of Abatement	\$333.02	\$266.00	\$333.00	
Compliance Inspection/Reinspection Fee	N/A	New	\$100.00	
Newspaper Rack Inspection Fee	\$58.75	New	\$58.00	
Rental Inspection Fee (1-3 Units, \$18 Per Additional Unit)	N/A	\$126.00	\$126.00	

BUILDING FEES

Fee Description	Full Cost	Current Fee	Recommended Fee	Additional Comments
"After Hours" Construction Permit	\$45.20	\$50.00	\$57.50	
ADA Ramps	\$287.20	\$160.00	\$184.00	
Address Verification	Actual Cost	Actual Cost	Actual Cost	
After Hours (Scheduled) Call-Out Fee (2 Hour Minimum)	\$405.14	\$266.00	\$305.90	
Antenna (0-30 Ft)	\$287.20	\$346.00	\$397.90	
Antenna (31+ Ft)	\$287.20	\$426.00	\$489.90	
Antenna Equipment Container	\$287.20	\$346.00	\$397.90	
Archive Fee	2% of Permit Value	2% of Permit Value	2% of Permit Value	
Awning or Canopy	\$165.24	\$200.00	\$230.00	
Balcony Addition	\$225.21	\$200.00	\$230.00	
Carnivals and Tents	\$167.24	\$160.00	\$184.00	
Carport	\$285.19	\$173.00	\$198.95	
Carport (with Calcs)	\$347.18	\$240.00	\$276.00	
Cellular/Mobile Phone, Co-Location	\$287.20	\$293.00	\$336.95	
Cellular/Mobile Phone, Free-Standing	\$287.20	\$293.00	\$336.95	
Change of Contractor	\$45.28	\$40.00	\$46.00	
Change of Occupancy	\$227.22	\$253.00	\$290.95	
Close Existing Openings - Exterior Wall	\$225.21	\$200.00	\$230.00	
Close Existing Openings - Interior Wall	\$225.21	\$200.00	\$230.00	
Code Compliance Inspections/Reinspection	\$218.80	\$253.00	\$290.95	
Covered Porch	\$225.21	\$200.00	\$230.00	
Deck (Wood)	\$165.21	\$160.00	\$184.00	
Deck (Wood) (with Calcs)	\$227.22	\$200.00	\$230.00	
Deed Restriction (Per 1/2 Hour)	\$107.27	\$75.00	\$86.25	
Demolition	\$165.24	\$253.00	\$290.95	
Door - New Door (Non Structural)	\$165.24	\$186.00	\$213.90	
Door - New Door (Structural Shear Wall/Masonry)	\$227.22	\$253.00	\$290.95	
Each Additional Call-Out Hour	\$225.21	\$133.00	\$152.95	
Each Additional Pole	\$59.98	\$53.00	\$60.95	
Emergency (Non-Scheduled) Call-Out Fee (4 Hour Minimum)	\$45.28	\$532.00	\$611.80	
FEMA Flood Zone Review (Per Hour)	\$169.25	\$133.00	\$152.95	
Fence of Freestanding Wall (Non-Masonry) - Each Additional 100 LF	\$119.95	\$67.00	\$77.05	
Fence of Freestanding Wall (Non-Masonry) - Each Additional 100 LF	\$119.95	\$133.00	\$152.95	
Fence of Freestanding Wall (Non-Masonry) - Over 10 Feet in Height (First 100 LF with Calcs)	\$347.18	\$280.00	\$322.00	
Fence of Freestanding Wall (Non-Masonry) - Over 10 Feet in Height (First 100 LF)	\$287.20	\$226.00	\$259.90	
Fence of Freestanding Wall (Non-Masonry) - Up to 10 Feet in Height (First 100 LF)	\$225.21	\$186.00	\$213.90	
Fence of Freestanding Wall (Masonry) - Masonry, Over 3 Feet Up to 6 Feet High (First 100 LF)	\$225.21	\$186.00	\$213.90	
Fence of Freestanding Wall (Masonry) - Masonry, Over 3 Feet Up to 6 Feet High: Each Additional 100 LF	\$179.93	\$67.00	\$77.05	
Fence of Freestanding Wall (Masonry) - Masonry, Special Design (6-10' High)	\$347.18	\$253.00	\$290.95	
Fence of Freestanding Wall (Masonry) - Masonry, Special Design (Over 10' High)	\$247.18	\$320.00	\$368.00	

BUILDING FEES

Fee Description	Full Cost	Current Fee	Recommended Fee	Additional Comments
Fence of Freestanding Wall (Masonry) - Masonry, Special Design: Each Additional 100 LF	\$31.89	\$107.00	\$123.05	
Fence of Freestanding Wall (Masonry) - Masonry, Special Design: Each Additional 100 LF	\$301.89	\$133.00	\$152.95	
Fire Safe Standards Review (SRA) (Per Hour)	\$169.25	\$133.00	\$152.95	
Fireplace: Masonry	\$225.21	\$186.00	\$213.90	
Fireplace: Masonry (with Calcs)	\$287.20	\$253.00	\$290.95	
Fireplace: Pre-Fabricated/Metal	\$225.21	\$280.00	\$322.00	
Flag Pole (Over 30 Feet in Height)	\$165.24	\$160.00	\$184.00	
Garage (Detached) - Masonry up to 1,000 SF	\$407.15	\$453.00	\$520.95	
Garage (Detached) - Wood frame Up to 1,000 SF	\$347.18	\$320.00	\$368.00	
Greenhouse (Non-Commercial)	\$165.24	\$160.00	\$184.00	
Greenhouse (Non-Commercial) (with Calcs)	\$227.22	\$213.00	\$244.95	
Lighting Pole	\$165.24	\$173.00	\$198.95	
Mobile Home	\$287.20	\$280.00	\$322.00	
Mobile Home, Double Wide	\$287.20	\$386.00	\$443.90	
New (Multi-Family) - Single Phase Service (Per 100 AMPS)	\$165.24	\$67.00	\$77.05	
New (Multi-Family) - Three Phase Service (Per 100 AMPS)	\$165.24	\$80.00	\$92.00	
Other Electrical Inspections (Per Hour)	\$165.24	\$133.00	\$152.95	
Partition - Commercial, Interior (Up to 30 LF)	\$287.20	\$226.00	\$259.90	
Partition - Commercial, Interior: Additional Partition (Each 30 LF)	\$59.98	\$107.00	\$123.05	
Partition - Residential, Interior (Up to 30 LF)	\$287.20	\$186.00	\$213.90	
Partition - Residential, Interior: Additional Partition (Each 30 LF)	\$59.98	\$67.00	\$77.05	
Patio Cover - Additional Enclosed Patio (Each 300 SF)	\$59.98	\$93.00	\$106.95	
Patio Cover - Additional Patio (Up to 300 SF)	\$59.98	\$80.00	\$92.00	
Patio Cover - Enclosed (Up to 300 SF)	\$285.19	\$160.00	\$184.00	
Patio Cover - Enclosed, Metal Frame (Up to 300 SF with Calcs)	\$347.18	\$213.00	\$244.95	
Patio Cover - Enclosed, Metal Frame (Up to 300 SF)	\$285.19	\$186.00	\$213.90	
Patio Cover - Enclosed, Other Frame (Up to 300 SF)	\$285.19	\$240.00	\$276.00	
Patio Cover - Enclosed, Wood Frame (Up to 300 SF with Calcs)	\$347.18	\$200.00	\$230.00	
Patio Cover - Metal Frame (Up to 300 SF)	\$225.21	\$160.00	\$184.00	
Patio Cover - Other frame (Up to 300 SF)	\$225.21	\$186.00	\$213.90	
Patio Cover - Photovoltaic System (Per KWh)	\$287.20	\$266.00	\$305.90	
Patio Cover - Wood Frame (Up to 300 SF with Calcs)	\$287.20	\$253.00	\$290.95	
Patio Cover - Wood Frame (Up to 300 SF)	\$225.21	\$186.00	\$213.90	
Permit Issuance	\$45.28	\$15.00	\$17.25	
Pile Foundation - Additional Stucco Application (Each 400 SF)	\$59.98	\$27.00	\$31.05	
Pile Foundation - Cast in Place Concrete (First 10 Piles)	\$165.24	\$160.00	\$184.00	
Pile Foundation - Cast in Place Concrete: Additional Piles (Increments of 10)	\$59.98	\$80.00	\$92.00	
Pile Foundation - Driven (Steel, Pre-Stressed Concrete Up to 10)	\$165.24	\$186.00	\$213.90	
Pile Foundation - Driven: Additional Piles (Increments of 10)	\$59.98	\$80.00	\$92.00	
Pile Foundation - Pre-Plan Inspection (Per Hour)	\$165.24	\$133.00	\$152.95	

BUILDING FEES

Fee Description	Full Cost	Current Fee	Recommended Fee	Additional Comments
Pile Foundation - Relocated Building (Within 25 Miles of City Offices)	Actual Cost	\$306.00	\$351.90	
Pile Foundation - Relocated Building: Each Additional 10 Miles (or Portion Thereof)	Actual Cost	\$0.00	\$0.00	
Pile Foundation - Stucco Applications (Up to 400 SF)	\$165.24	\$160.00	\$184.00	
Pre-Plan Inspection (Per Hour)	\$169.25	\$133.00	\$152.95	
Re-Check Fee (Per 1/2 Hour)	\$107.27	\$75.00	\$86.25	
Reinspection Fee (Per 1/2 Hour)	\$105.26	\$75.00	\$86.25	
Reinspection Fee (Per Hour)	\$165.24	\$133.00	\$152.95	
Remodel - (Residential) - 500 SF Single Story	\$285.19	\$240.00	\$276.00	
Remodel - (Residential) - Additional Remodel (Garage Conversions - Each 500 SF)	\$59.98	\$67.00	\$77.05	
Remodel - (Residential) - Kitchen (More than 500 SF)	\$285.19	\$320.00	\$368.00	
Re-Roofing - Additional Roof Structure Replacement (Each 100 SF)	\$59.98	\$27.00	\$31.05	
Re-Roofing - Comp/Metal (First 100 SF)	\$165.24	\$80.00	\$92.00	
Re-Roofing - Comp/Metal: Each Additional 100 SF	\$29.99	\$13.00	\$14.95	
Re-Roofing - Roof Structure Replacement (Up to 100 SF)	\$225.21	\$160.00	\$184.00	
Re-Roofing - Tile/Shake: (First 100 SF)	\$165.24	\$93.00	\$106.95	
Re-Roofing - Tile/Shake: Each Additional 100 SF	\$29.99	\$13.00	\$14.95	
Research (Per 1/2 Hour)	\$105.26	\$75.00	\$86.25	
Retaining Wall (Concrete or Masonry) - Additional Retaining Wall (Each 50 LF)	\$29.99	\$13.00	\$14.95	
Retaining Wall (Concrete or Masonry) - First 50 LF	\$165.24	\$186.00	\$213.90	
Retaining Wall (Concrete or Masonry) - Gravity/Crib Wall (First 50 LF)	\$225.21	\$213.00	\$244.95	
Retaining Wall (Concrete or Masonry) - Gravity/Crib Wall, Over 10' High (Up to 50 LF)	\$287.20	\$240.00	\$276.00	
Retaining Wall (Concrete or Masonry) - Gravity/Crib Wall, Over 10' High: Additional Gravity/Crib Wall (Each 50 LF)	\$59.98	\$40.00	\$46.00	
Retaining Wall (Concrete or Masonry) - Gravity/Crib Wall: Additional Gravity/Crib Wall (Each 50 LF)	\$59.98	\$27.00	\$31.05	
Retaining Wall (Concrete or Masonry) - Special Design, 3-10' High (Up to 50 LF)	\$287.20	\$280.00	\$322.00	
Retaining Wall (Concrete or Masonry) - Special Design, 3-10' High: Additional Retaining Wall (Each 50 LF)	\$59.98	\$27.00	\$31.05	
Retaining Wall (Concrete or Masonry) - Special Design, 3-10' High: Additional Retaining Wall (Each 50 LF)	\$59.98	\$40.00	\$46.00	
Retaining Wall (Concrete or Masonry) - Special Design, Over 10' High (Up to 50 LF)	\$287.20	\$333.00	\$382.95	
Room Addition - (First Story) - Additional Room Addition (Over 500 SF with Calcs)	\$181.94	\$146.00	\$167.90	
Room Addition - (First Story) - Additional Room Addition (Over 500 SF)	\$119.95	\$120.00	\$138.00	
Room Addition - (First Story) - Up to 500 SF (with Calcs)	\$347.18	\$400.00	\$460.00	
Room Addition - (First Story) - Up to 500 SF	\$285.19	\$373.00	\$428.95	
Room Addition - (Multi-Story) - Up to 500 SF	\$347.18	\$400.00	\$460.00	
Room Addition - (Multi-Story) Additional Room Addition (Over 500 SF with Calcs)	\$181.94	\$146.00	\$167.90	

BUILDING FEES

Fee Description	Full Cost	Current Fee	Recommended Fee	Additional Comments
Room Addition - (Multi-Story) Additional Room Addition (Over 500 SF)	\$119.95	\$120.00	\$138.00	
Room Addition - (Multi-Story) Sauna - Steam	\$225.21	\$240.00	\$276.00	
Room Addition - (Multi-Story) Up to 500 SF (with Calcs)	\$347.18	\$346.00	\$397.90	
Siding - Additional Siding (Each 400 SF)	\$59.98	\$13.00	\$14.95	
Siding - All Other (Up to 400 SF)	\$59.98	\$120.00	\$138.00	
Siding - Stone and Brick Veneer (Interior or Exterior - Up to 400 SF)	\$225.21	\$160.00	\$184.00	
Signs - Directional	\$105.26	\$120.00	\$138.00	
Signs - Each Additional Directional Sign	\$59.98	\$27.00	\$31.05	
Signs - Freeway Sign	\$285.19	\$346.00	\$397.90	
Signs - Freeway Sign with Master Plan	\$285.19	\$479.00	\$550.85	
Signs - Ground/Roof/Projecting Signs	\$225.21	\$240.00	\$276.00	
Signs - Permanent	\$165.24	\$160.00	\$184.00	
Signs - Temporary	\$165.24	\$120.00	\$138.00	
Signs - Wall, Electric	\$225.21	\$133.00	\$152.95	
Signs - Wall/Awning Sign, Non-Electric	\$105.26	\$107.00	\$123.05	
Skylight - Each Additional Flight	\$59.98	\$40.00	\$46.00	
Skylight - Greater Than 10 SF or Structural	\$227.22	\$213.00	\$244.95	
Skylight - Less Than 10 SF	\$165.24	\$146.00	\$167.90	
Skylight - Spa or Hot Tub (Pre-Fabricated)	\$165.24	\$120.00	\$138.00	
Skylight - Stairs - First Flight	\$165.24	\$160.00	\$184.00	
Soils Review (Up to 1/2 Hour)	\$169.25	\$75.00	\$86.25	
Special Inspector Application (New Item)	\$45.28	\$44.39	\$51.05	
Stand Alone Electrical Plan Check (Per Hour)	\$169.25	\$133.00	\$152.95	
Stand Alone Mechanical Plan Check (Per Hour)	\$169.25	\$133.00	\$152.95	
Stand Alone Plumbing Plan Check (Per Hour)	\$166.94	\$133.00	\$152.95	
Standard Hourly Rate	\$123.97	\$133.00	\$152.95	
Storage Racks - 0-8' High (Up to 100 LF)	\$165.24	\$133.00	\$152.95	
Storage Racks - 0-8' High: Each Additional 100 LF	\$59.98	\$27.00	\$31.05	
Storage Racks - Over 8' High (Up to 100 LF)	\$227.22	\$173.00	\$198.95	
Storage Racks - Over 8' High: Each Additional 100 LF	\$59.98	\$40.00	\$46.00	
Street Address Change	\$104.79	\$395.00	\$395.00	
Subaddress Addition	Actual Cost	Actual Cost	Actual Cost	
Supplemental Inspection Fee (Per Hour)	\$169.25	\$133.00	\$152.95	
Supplemental Plan Check Fee (@ Counter) (Per Hour)	\$169.25	\$133.00	\$152.95	
Swimming Pool/Spa - Additional Pool (Over 800 SF)	\$105.26	\$80.00	\$92.00	
Swimming Pool/Spa - Commercial Pool (Over 800 SF)	\$407.15	\$439.00	\$504.85	
Swimming Pool/Spa - Commercial Pool (Up to 800 SF)	\$407.15	\$413.00	\$474.95	
Swimming Pool/Spa - Fiberglass	\$287.20	\$293.00	\$336.95	
Swimming Pool/Spa - Gunite - Custom and to Establish Master (Up to 800 SF)	\$407.15	\$479.00	\$550.85	
Swimming Pool/Spa - Vinyl-Lined (Up to 800 SF)	\$287.20	\$280.00	\$322.00	
Temporary Utility Connection or Occupancy	\$165.24	\$133.00	\$152.95	
Travel and Documentation (Additional Trip)	\$45.28	\$36.00	\$41.40	
Travel and Documentation (Standard)	\$45.28	\$36.00	\$41.40	
Underground Storage Tanks Installation/Removal (Per Tank)	\$225.21	\$200.00	\$230.00	
Window or Sliding Glass Door - Bay Window (Structural)	\$227.22	\$213.00	\$244.95	
Window or Sliding Glass Door - New Window (Non-Structural) (Each 10)	\$165.24	\$160.00	\$184.00	
Window or Sliding Glass Door - New Window (Structural Shear Wall/Masonry) (Each 10)	\$227.22	\$186.00	\$213.90	

BUILDING FEES

Fee Description	Full Cost	Current Fee	Recommended Fee	Additional Comments
Window or Sliding Glass Door - Replacement (Frame & Pane) (Each 10)	\$165.24	\$133.00	\$152.95	

RESOLUTION NO. 16-7554

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA ADOPTING A CITY-WIDE COMPREHENSIVE USER FEE STUDY, ADOPTING A COMPREHENSIVE FEE SCHEDULE ESTABLISHING AND AMENDING CERTAIN SERVICE AND DEVELOPMENT-RELATED FEES FOR CITY SERVICES, AND AUTHORIZING THE PAYMENT OF SUCH FEES BY CREDIT CARD, DEBIT CARD OR ELECTRONIC FUNDS TRANSFER

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

Section 1. The City Council of the City of Covina ("City Council") hereby finds, determines and declares that:

- A. The City Council has conducted an extensive analysis of its services, the costs reasonably borne by the City in provided those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for special services;
- B. The City Council has determined that City staff provides many types of services ("Services") involving requests by City customers ("Applicants"); and
- C. The City currently imposes service fees ("Service Fees") and development-related fees ("Development Fees") upon Applicants to recover the costs of staff time, copying costs, and other expenses related to providing these Services; and
- D. Current Service Fees and Development Fees charged for the City's Services do not adequately recoup the City's costs of providing certain Services and thus, a significant amount of these costs are currently paid out of the City's general fund and, therefore, borne by the general public; and
- E. The City Council finds that providing these Services is of special benefit to Applicants both separate and apart from the general benefit to the public; and therefore, in the interests of fairness to the general public, the City desires to better recover the costs of providing these Services from Applicants who have sought the City's Services by revising its schedule of City-Wide Fees; and
- F. The proposed Service Fees and Development Fees are initially based upon the information contained in a document by City staff and Consultant ("Consultant") entitled "City of Covina Comprehensive User Fee Study Report" ("Fee Study"), dated June 2, 2015, and updated by staff to reflect current costs of the City to provide the Services; and

- G. Based upon the Fee Study and the updated information, the City (i) identifies the purpose of the proposed fees, (ii) identifies the use to which the fees will be put, (iii) demonstrates a reasonable relationship between the fees' use and the types of projects on which the fees are imposed, and (iv) demonstrates a reasonable relationship between the amount of the fees and the cost of the City's Services attributable to the applications on which the fees are imposed; and
- H. Pursuant to state law, the City may impose service fees for certain services.
- I. Pursuant to Government Code Section 66000, *et seq.*, the City is empowered to impose Development Fees covering up to 100 percent of the actual costs of providing Services to Applicants; and
- J. The City desires to adjust certain fees up to the actual costs incurred by the City in providing these Services; and
- K. Section 3.02.010 of the Covina Municipal Code provides that the City may set fees to recoup costs reasonably borne by the City by means of adopting a resolution of the City Council, after compliance with the requirements of state law; and
- L. Government Code Section 66014 *et al.* allows local agencies to charge fees for various activities as long as those fees do not exceed the estimated reasonable costs of provided the service for which the fee is intended; and
- M. Pursuant to Government Code Sections 66014, 66017 and 66018 and the Covina Municipal Code, the specific fees to be charged for certain regulations, services and products must be adopted by resolution, following notice and public hearing; and
- N. Notice of public hearing has been given pursuant to Government Code Section 6062a, and written notice has been provided to interested parties who filed written requests for mailed notice of meetings on new or increased development-related fees or service charges; and
- O. The City Council conducted a duly noticed public hearing on November 15, 2016, at which time the public was invited to make oral and written presentations as part of the regularly scheduled meeting prior to the adoption of this Resolution; and
- P. At least ten (10) days prior to the public hearing referenced above, the City made available for public inspection information required under Government Code Section 66000, *et seq.*; and
- Q. The City published notice of the public hearing as described above in accordance with Government Code Sections 6062(a), 66014, 66016, 66017 and 66018 for the various Service Fees and Development Fees; and
- R. The establishment and increase of Service Fees and Development Fees is statutorily and categorically exempt from the requirements of the California

Environmental Quality Act because setting Service Fees and Development Fees fits within the statutory exemptions for local agency decisions involving rates, tolls or other charges pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the California Environmental Quality Act Guidelines this Resolution is not "an essential step culminating in action which may affect the environment"; and

- S. Pursuant to Government Code Section 6159, the City may provide for payment by credit card, debit card or electronic funds transfer and can impose a fee or charge for the transactional costs associated with the use of such methods; and
- T. According to Government Code Section 6159, the City must obtain approval from the City Council to provide for payment by credit card, debit card or electronic funds transfer; and
- U. The City is also expressly authorized to impose a fee for the use of a credit card, debit card or electronic fund transfer, so long as the fee does not exceed the costs incurred by the City in providing for the payment by credit card.

Section 2. Adoption of the Report and Methodology. The City Council hereby approves "City of Covina Comprehensive User Fee Study Report", dated June 2, 2015, and updated by staff to reflect current costs of the City to provide the Services and adopts the methodology for calculating and collecting the fees and charges established therein.

Section 3. Adoption of Fees and Charges. The City Council hereby adopts the "City of Covina City-Wide User Fee Schedule" as set forth in attached **Exhibit "A"** and incorporated by this reference. Unless otherwise stated in the Fee Schedule, all Service Fees and Development Fees shall be paid to the City by the Applicant prior to the City's performance of the requested Services.

Section 4. Repeal of Conflicting Resolutions. It is the desire of the City Council that all fees and charges for services, programs or products be set forth in one document for ease of reference. Accordingly, any and all provisions of prior Resolutions of the City Council establishing or modifying fees for the services, programs or products set forth in Exhibit "A," are hereby repealed and replaced as of the effective date of this Resolution in the manner set forth in Exhibit "A;" provided, however, that such repeal shall not excuse or affect the failure of any person or entity to pay any fee heretofore imposed upon such person or entity. The City Council desires to clarify that in adopting this Resolution, it is taking action only on those fees for the services, programs or products set forth in Exhibit A which have been modified from prior resolutions of the City Council. The remaining fees that have not been modified from prior resolutions shall remain in full force and effect and are hereby restated for convenience so that all fees are set forth in one document.

Section 5. Environmental Exemption. The adoption of this Resolution is exempt from the California Environmental Quality Act ("CEQA," Public Resources Code Sections 21000 *et seq.*), because it approves and sets forth a procedure for determining

fees for the purpose of meeting the operating expenses of City departments, as set forth in Public Resources Code Section 21080(b)(8)(A).

Section 6. Pursuant to Government Code Section 6159, the City Council hereby authorizes the City to provide for payment of Service and Development Fees by credit card, debit card or electronic funds transfer and charge a fee for processing the payment, so long as the fee does not exceed the costs incurred by the City in providing for the payment by credit card, debit card or electronic funds transfer, as set forth in Exhibit A.

Section 7. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Resolution or any part hereof is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portion of this Resolution or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared invalid or unconstitutional.

Section 8. Effective Date. This Resolution shall take effect upon its adoption; provided, however, that the Development Fees established hereunder shall first be imposed and collected sixty (60) days from the date of adoption of this Resolution. All Service Fees shall take effect immediately upon adoption of this Resolution.

Section 9. Certification. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

APPROVED and PASSED this 15th day of November, 2016.

City of Covina, California

BY: _____
KEVIN STAPLETON, Mayor

ATTEST:

SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

I, SHARON F. CLARK, Chief Deputy City Clerk of the City of Covina, hereby certify that Resolution No. XX-XXXX was duly adopted by the Covina City Council at a regular meeting held on the ____ day of _____, 20 ____, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

Dated:

SHARON F. CLARK, Chief Deputy City Clerk

EXHIBIT "A"

City of Covina City-Wide User Fee Schedule

[Attached]

FINANCE FEES

Fee Description	Recommended Fee	Additional Comments
Business License - Change	\$5.00	To be evaluated by Business License Consultant
Business License - Close Out Sale Adjustment	\$10.00	To be evaluated by Business License Consultant
Business License Processing Fee (New Application)	\$30.00	To be evaluated by Business License Consultant
Business License Processing Fee (Renewal)	\$30.00	To be evaluated by Business License Consultant
Credit Card Use Fee	Actual Cost	Per CA Government Code 6159
Returned Check Fee	\$25.00	For First Check; \$35.00 for Each Additional Check per CA Civil Code 1719

CITY CLERK/RECORDS MANAGEMENT FEES

Fee Description	Recommended Fee	Additional Comments
Annual Subscription of Agenda Packet	\$93.00	
Candidate Nomination Filing	\$25.00	Per Election Code Section 10228
CD of Documents	\$5.00	
Certification by City Clerk	\$15.00	
Copies of Documents (Letter or Legal - Black & White Copies)	\$0.25	
Copies of Documents (Letter or Legal - Color Copies)	\$0.40	
Copies of Documents (Oversized Pages) (11x17" or Greater)	\$2.00	
Council Meeting DVD or Audio CD	\$15.00	
Fax Transmissions or Email Documents	No Charge	
Mailing Documents	Actual Cost	
Notary Service	N/A	Per GC Section 8211
Political Reform Act Late Filing	\$10.00	Per Day Set By Government Code 91013; \$100 Maximum
Reproduction of Campaign Statements	\$0.10	Set by Government Code 81008
Reproduction of Campaign Statements Which Are Five or More Years Old	\$0.10	Set by Government Code 81008
Reproduction of Conflict of Interest Statements	\$0.10	Set by Government Code 81008
Subpoena For Personal Appearance	\$275.00	Set by Government Code 68096.1
Subpoena of Records	\$15.00	Charged Under The Accounting Code for Copies

POLICE DEPARTMENT FEES

Fee Description	Recommended Fee	Additional Comments
ABC Permit & Transfer	\$457.00	
Administrative Tow Fee	\$129.00	
Application - Concealable Firearms - Retail Sales	\$50.00	
Bingo Permits	\$50.00	
Carnival	\$2,445.00	
CCW Amended License fee	\$10.00	Per GC 26190
CCW Permit Initial Application	\$100.00	Per GC 26190
CCW Permit Renewal	\$25.00	Per GC 26190
Citation Signoffs	\$25.00	
Disturbance Violation Service Fee (Plus Actual Cost of Personnel)	Actual Cost	
Duplicating - 911 Calls	\$5.00	
Duplicating - CCTV (jail, station, etc.)	\$5.00	
Duplicating - Media (CD, USB, etc) (Per Media)	\$20.00	
Duplicating - Mobile Audio Video (MAV)	\$5.00	
Duplicating - Mobile Data Computer (MDC)	\$5.00	
Duplicating - Paper Copy (Photos, etc.)	\$10.00	
Duplicating - Phone	\$5.00	
Duplication by Outside Vendor (Photographs, Media, etc.)	Actual Cost	
Entertainment Permit 0-49 Live	\$377.00	Set By Ordinance
Entertainment Permit 0-49 Non-Live	\$312.00	Set By Ordinance
Entertainment Permit 100 & Up Live	\$1,000.00 Deposit +/- Actual Cost	Set By Ordinance
Entertainment Permit 100 & Up Non- Live	\$1,000.00 Deposit +/- Actual Cost	Set By Ordinance
Entertainment Permit 50-99 Live	\$652.00	Set By Ordinance
Entertainment Permit 50-99 Non- Live	\$573.00	Set By Ordinance
Fingerprinting (Plus DOJ Fees)	\$25.00	
Fortunetelling	\$1,900.00	
Local Clearance Letter (Visa, Employment, Personal, etc.)	\$25.00	
Location/Premise History Search (Per Page)	\$0.25	
Log Item - Copy (Per Page)	\$0.25	
Lost Citation (Per Page)	\$0.25	
Massage Parlor Permit Invest.	\$2,490.00	
Outside Employment (Plus Actual Cost of Personnel)	\$85.00	
Overnight Parking Permit - Application (Initial)	\$30.00	
Overnight Parking Permit - Daily	\$4.00	
Overnight Parking Permit - Quarterly	\$20.00	
Parking Citations	N/A	Set Per City Code
Private Patrols Operators Invest.	\$620.00	

POLICE DEPARTMENT FEES

Fee Description	Recommended Fee	Additional Comments
Promoter Permit	\$500.00	Set By Ordinance
Renewal - Concealable Firearms - Retail Sales	\$35.00	
Reports - All Other (Per Page)	\$0.25	
Restitution/DUI Reimbursement (Hourly or Fraction Thereof)	Actual Cost	Per GC 53150-53159; Plus Actual Cost of Personnel at Scene Up to \$12,000 Maximum
Second Hand Dealer License	\$1,900.00	
Second Hand Dealer Renewal	\$730.00	
Solicitation	\$730.00	
Traffic Collision Report - Injury (Per Report)	\$20.00	
Traffic Collision Report - Non-Injury (Per Report)	\$20.00	
Vehicle Inspection - Transportation Type Vehicles	\$50.00	
Vehicle Release	\$60.00	
Vehicle Repossessions Entry Receipt	\$15.00	
Witness Fees - Civilian	\$275.00	Per GC 68093; Plus DOJ Fees
Witness Fees - Sworn	\$275.00	Per GC 68097.2 (B)

ENGINEERING FEES

Fee Description	Recommended Fee	Additional Comments
Additional Engineering Review/Misc Review (Per Review)	\$200.00	Hourly Rate for City Engineer is \$200/Hr
Additional Inspection (Per Inspection)	\$110/Hr	Hourly Rate for City Construction Inspector is \$110/Hr
Administrative Conditional Use Permit - Major Activity Event Review	\$600.00	3 Hour Review Time; Hourly Rate for City Engineer is \$200/Hr
Administrative Conditional Use Permit - Minor Activity Event Review	\$200.00	1 Hour Review Time; Hourly Rate for City Engineer is \$200/Hr
Curb & Gutter (Homeowner) < 100 LF	\$305.00	
Curb and Gutter Plan Review (Plan Check & Inspection)	6% of Construction Cost	3% for Plan Review and 3% for Inspection
Curb Drain	\$230.00	
Driveway, New or Modification	\$319.00	
Encroachment Permit - Entire Street Closure, Per Day	\$265.00	
Encroachment Permit - Equipment or Materials, Per Week or Any Portion Thereof (On Sidewalk)	\$102.00	
Encroachment Permit - Lane Closure Only (Traffic Control Per Week or Less and Per Location)	\$265.00	
Encroachment Permit - Overhangs, Sidewalk Dining, Freestanding Signs - Annual	\$320.00	
Encroachment Permit - Roll-Off Bins, Per Week or Any Portion Thereof	\$163.00	
Encroachment Permit - Scaffolding, Per Week or Any Portion Thereof	\$190.00	
Engineering Copier	\$80.00	
Engineering Copier - (Larger than 36X48")	\$80.00	
Enlarged City Boundary Map (Poster Size Reproduction)	\$80.00	
Final Tract/Parcel Map - Plan Check - Residential/Commercial (3 Reviews)	\$2,500 + \$60/Lot	
Lot Line Adjustment - Residential or Commercial	\$1,665.00	
Minor Excavation - Up to 500 SF	\$1,550.00	
Other Unlisted Work in Public Right-of-Way	\$225.00	
Permit Application/Issuance Fee	\$48.00	

ENGINEERING FEES

Fee Description	Recommended Fee	Additional Comments
Precise Grading Plan - 500 SF or Greater	\$200/Hr Plan Check + \$110/Hr Inspection	Hourly Rate for City Engineer is \$200/Hr; Hourly Rate for Construction Inspector is \$110/Hr
Proposed Development Review	\$200/Hr	Hourly Rate for City Engineer is \$200/Hr
Research & Document Request	\$100.00	
Rough Grading Plan - 500 SF or Greater	\$200/Hr Plan Check + \$110/Hr Inspection	Hourly Rate for City Engineer is \$200/Hr; Hourly Rate for Construction Inspector is \$110/Hr
Sewer Plan Review (Plan Check & Inspection)	6% of Construction Cost	3% for Plan Review and 3% for Inspection
Storm Drain Plan Review (Plan Check & Inspection)	6% of Construction Cost	3% for Plan Review and 3% for Inspection
Street Plan Review (Plan Check & Inspection)	6% of Construction Cost	3% for Plan Review and 3% for Inspection
Street Vacation (Plus Consultant Costs)	\$1,189.00	
Tentative Tract/Parcel Map - Residential/Commercial	\$200/Hr	Hourly Rate for City Engineer is \$200/Hr
Tree Installation - Furnish and Plant 15-Gallon Tree with Root Barrier (Contracted Service)	\$254.00	WCA Contract Price
Tree Installation - Furnish and Plant 24" Box Tree with Root Barrier (Contracted Service)	\$394.00	WCA Contract Price
Tree Installation - Furnish and Plant 36" Box Tree with Root Barrier (Contracted Service)	\$994.00	WCA Contract Price
Utility Excavation/Cuts (Including Edison Construction Work)	\$470.00	Permit Fee Plus 2 Hrs of Inspection Time
Utility Excavation/Cuts (Including Edison Construction Work) Impacting City Traffic Signal(s)	\$470 + Hourly Rate	Hourly Rate for Street Worker for Duration of Outage (i.e. 3 Hrs*\$82.92)
Utility Pole or Street Light (Remove, Relocate, Add, Etc.)	\$204.00	
Water Plan Review (Plan Check & Inspection)	6% of Construction Cost	3% for Plan Review and 3% for Inspection
Wide Load Permits (Per Trip, Per California DOT)	\$16.00	

WATER FEES

Fee Description	Recommended Fee	Additional Comments
Additional Fee If Customer Has Self-Restored	\$162.00	
Broken Lock/Damage (Plus Cost of Lock)	\$69.00	
Delinquent Account Field Notification	\$31.00	
Delinquent Reconnect Fee - After Hours	\$228.00	Fully Burdened Water Work at Time and a Half; Minimum 2 Hours Call Back Time Per MOU
Delinquent Reconnect Fee - Next Business Day	\$81.00	
Each Additional Set and Removal	\$41.00	
Fire Flow Availability	\$240.00	
Initial Fire Hydrant Meter Set/Removal	\$80.00	
Initial Service Turn On - After Hours	\$228.00	Fully Burdened Water Work at Time and a Half; Minimum 2 Hours Call Back Time Per MOU
Meter Re-Read	\$37.00	
Meter Set (Plus Actual Cost)	\$103.00	
Multi-Unit Delinquent Account Field Notification (Per Unit)	\$4.00	
Pressure Test	\$76.00	One Hr of Fully Burdened Water Worker
Service Line Install (Plus Actual Cost)	\$399.00	
Service Connection (Downgrade/Upgrade Meters)	\$200 + \$76/Hr	Minimum \$200 flat charge plus Fully Burdened Water Worker Hourly Rate
Trip Charge for Additional Field Visit	\$95.00	
Turn On & Off Water Service Customer Repair	\$88.00	
Turn On & Off Water Service Customer Repair After Hours - Planned	\$228.00	Fully Burdened Water Work at Time and a Half; Plus 25% Administrative Fee; Minimum 2 Hours Call Back Time Per MOU
Water Meter Test	\$112.00	

ENVIRONMENTAL FEES

Fee Description	Recommended Fee	Additional Comments
C&D Admin Review Large Tenant Improvements, Multifamily, Commercial/Industrial and Other Projects (Non-Refundable)	TBD	New Ordinance required to set fees.
C&D Admin Review Mid-Sized Tenant Improvements, Single Family Residential New Construction (Non-Refundable)	TBD	New Ordinance required to set fees.
C&D Admin Review Small Tenant Improvements and Residential Additions (Non-Refundable)	TBD	New Ordinance required to set fees.
C&D Diversion Plan Additional Review or Verification (Per Hour)	TBD	New Ordinance required to set fees.
C&D Performance Security Deposit (Refundable, \$30,000 Maximum)	TBD	New Ordinance required to set fees.
Environmental Plan Review - Standard (Per Hour, 1 Hour Minimum)	\$0.00	Recommend Deleting - Will incur costs in actual LID/Grading/SWPPP review costs below.
Hazardous Material/Illicit Discharge Response During Non-Business Hours & Holidays (Per Hour)	Actual Costs Based on OT Rate	Actual costs based on staff costs to respond and remediate discharge, materials used, disposal costs, contractor cost (if engaged by City) and Admin Cost (25%)
Hazardous Material/Illicit Discharge Response (7:30am-5:30pm Mon-Thurs) (Per Hour, Actual Costs Based on Staff Costs, Materials, Equipment, Disposal Costs and Admin Fee)	Actual Costs Based on FBR	Actual costs based on staff costs to respond and remediate discharge, materials used, disposal costs, contractor cost (if engaged by City) and Admin Cost (25%)
If Resident Found To Have Discharged Pool Without Pool Discharge Permit (Per Inspection)	\$57.00	Staff time to do Chlorine test = 1/2 hr MAT = \$57.47

ENVIRONMENTAL FEES

Fee Description	Recommended Fee	Additional Comments
Illegal Rolloff Impound Fee (Penalty)	\$500.00	
Landscape and Exterior Water Usage Plan Review (Per Hour) Staff Costs (Total 1 Hr)	\$133.00	Staff = 3/4 ESA(\$101.39) + 1/4 SAT (\$31.28) = \$132.67
LID Review (Includes Grading Plan Review) (Deposit) (Actual Costs If Exceeds Deposit of \$169/Hr, Which is Billed)	\$2,000.00	LID Review (10 hrs from first review to approval, with engineer versed in LID, however revisions and additional meetings are typically required (+2 hrs)) JLHA \$135 x 10 hrs + Admin Cost (25%) = \$1,687.50 or JLHA \$135 x 12 hrs + Admin Cost (25%) = \$2025; JLHA is recommending \$2,000 deposit + actual costs at \$169/hr if project requires more than 12 hours of review.
Maintenance Covenant Processing	\$203.55	Applicant provides Covenant; staff reviews, CM signs, returns 4 copies (CC, JLHA, ES). Not incorporated into LID Review.
Major Activity/Event Review	\$270.00	Include DRC/ACUP - Actual Costs - 2 ESA(\$270.36)
Minor Activity/Event Review	\$135.00	Include DRC/ACUP - Actual Costs - 1 ESA(\$135.18)
Mobile Washing Permit and Equipment/Process Inspection (Per Inspection) (At Business License Review)	\$89.00	Staff = 1/2 MAT(\$57.47) + 1/4 SAT (\$31.28) = \$88.75
No Fee - Attend Workshop + Compost Bin and Other Item Sale	\$0.00	\$72 subsidized by AB 939 fee (source reduction)

ENVIRONMENTAL FEES

Fee Description	Recommended Fee	Additional Comments
Non-LID Plan Review (New Construction, Major Tenant Improvement, Tenant Improvement with Outdoor Construction, Other) (Per Hour) Staff Costs (Total 2 Hr)	\$234.00	Staff = 1.5 ESA(\$202.79) + 1/4 SAT (\$31.28) = \$234.05
Non-Resident Wants to Purchase Compost Bin and Other Item Sale	\$72.00	Straight Cost incl. tax
NPDES - Environmental Compliance Fee (Charged to All Non Home-Based Businesses with License Application and Renewal) (Annual, Charged with Annual Business License Renewal)	\$15.00	Staff has not tacked costs; Recommend leave at \$15 and track over next year to get better handle on actual costs incurred to justify raising fee.
NPDES Construction Site Inspection - Violation Follow-Up (Per Incident) (Per Inspection) (Consultant Costs for Inspection + Staff Time to Process NOV)	\$334.00	Actual Costs - JLHA (\$128/hr) + 1/4 EST (\$50.06) + 1/2 MAT (\$57.47) + 1/4 SAT (\$31.28) x Admin Cost (25%) = \$333.51
NPDES Construction Site Inspection (Per Inspection) (Min of 1 Per Month During Active Construction for Length of Project)	\$160.00	Actual Costs - JLHA (\$128/hr) x Admin Cost (25%) = \$160.00 Ask contractor for estimated construction time and multiply by number of months anticipated.
NPDES Permit "No Exposure" or "Non-Applicability" or Other Certification Verification (Per Hour) (Actual Staff Cost)	\$139.00	Staff = 1/2 MAT(\$57.47) + 1/4 SAT (\$31.28) + 1/4 EST (50.06) = \$277.62 (Round up) = \$138.82

ENVIRONMENTAL FEES

Fee Description	Recommended Fee	Additional Comments
NPDES Permit Inspection - 30 Day Reinspection by Consultant (Per Hour) (Consultants Cost Inspection + Staff Costs) (Violation Letter)	\$330.00	Actual Costs - JLHA (\$125/hr) + (1/4 EST (\$50.06) + 1/2 hr MAT(\$57.47) + 1/4 SAT (\$31.27)) x Admin Cost (25%); NEW - MS4 permit now requires reinspection after 30 days, therefore we need to begin collecting a reinspection fee _ staff costs to process NOV. = \$329.75
NPDES Permit Inspection - 30 Day Reinspection by Staff (Per Hour) + Staff Costs (Inspection + Violation Letter)	\$278.00	Actual Costs - Staff Inspection + NOV (1/2 hr EST (100.13) + 1hr FBR MAT (\$114.94) + 1/2 hr SAT (62.55) = \$277.62
NPDES Permit Inspection - Commercial/Industrial (Annual, Plus Consultant Costs)	\$63.00	Actual Costs - 2 - JLHA (\$125) inspections x Admin Cost (25%)/5 (inspection every 2 years - split annually) \$62.50
NPDES Permit Inspection - Restaurants (Annual, Plus Consultant Costs)	\$63.00	Actual Costs - 2 - JLHA (\$125) inspections x Admin Cost (25%)/5 (inspection every 2 years - split annually) \$62.50
Plan Review (Residential Addition, Interior-Only Tenant Improvement) (Per Hour) Staff Costs (Total 1 Hr)	\$133.00	Staff = 3/4 ESA(\$101.39) + 1/4 SAT (\$31.28) = \$132.67
Pool Discharge Permit (Per Inspection)	\$0.00	No Fee
Post-Construction BMP Enforcement (Per Hour) (Consultant Costs for Inspection + Staff time to Process NOV	\$334.00	Actual Costs - JLHA (\$128/hr) + 1/4 EST (\$50.06) + 1/2 MAT (\$57.47) + 1/4 SAT (\$31.28) x Admin Cost (25%) = \$333.51

ENVIRONMENTAL FEES

Fee Description	Recommended Fee	Additional Comments
Post-Construction BMP Installation Inspections (Per Inspection) + (Consultant Costs)	\$160.00	Actual Costs - JLHA (\$128/hr) X Admin Cost (25%) = \$160.00
Post-Construction BMP Installation Inspections (Per Inspection) + (Consultant Costs)	\$160.00	Actual Costs - JLHA (\$128/hr) X Admin Cost (25%) = \$160.00
Recycling Permit Fee (Per Year)	\$30.00	Amount charged to recyclers (fee for service); Added to business licence (e-waste & women's club recycling)
Refuse - Large Event and Venue Waste Reduction & Recycling Plan Review	\$278.00	Staff = 1 MAT(\$114.94) + 1/2 SAT (\$62.55) + 1/2 EST (100.13) = \$277.62 Need to add to Ordinance
Resident Does Not Attend Workshop. Wants to Purchase Compost Bin and Other Item Sale	\$40.00	\$32 subsidized by AB 939 fee (source reduction)
SWPPP Review (Deposit) (5 Hr Review Included. If Additional Review Needed, Contractor Costs at \$135/Hr)	\$844.00	Actual Costs - JLHA (\$135/hr) x 5 hrs + Admin Cost (25%) = \$843.75 (round up); If additional time needed to review then \$135/hr invoiced to contractor.
Transfer of Property Subject to Maintenance Covenant of Structural and/or Treatment Control BMP's	\$153.48	
Water Quality Sampling of Illicit Discharge (Per Sampling Event) + (Sampling Costs)	Actual Costs + 25% Admin Fee	Actual cost for lab analysis + Admin Cost (25%)

INDUSTRIAL WASTE FEES

Fee Description	Recommended Fee	Additional Comments
Additional Plan Review or Revisions of Previously Approved Plans (Per Hour)	\$79.00	
Additional Site-Remediation Investigation, Per Hour (Actual PW Staff Time + Admin)	\$79.00	
Application for Closure and Inspection of Pretreatment Facility	\$362.00	
Industrial Waste Annual Inspection Fee - Class A (Per Inspection, Minimum of 1)	\$226.00	
Industrial Waste Annual Inspection Fee - Class B (Per Inspection, Minimum of 2)	\$451.00	
Industrial Waste Annual Inspection Fee - Class C (Per Inspection, Minimum of 3)	\$676.00	
Industrial Waste Annual Inspection Fee - Class D (Per Inspection, Minimum of 4)	\$901.00	
Industrial Waste Annual Inspection Fee - Class E (Per Inspection, 1 Every 2 Months)	\$1,056.00	
Industrial Waste Annual Inspection Fee - Class M (Per Inspection, 1 Every Month)	\$2,239.00	
Industrial Waste Annual Inspection Fee - Class RDS (Flat, Rain Water Diversion)	\$248.00	
Industrial Waste Disposal Permit - Sewer - New (Flat - Application Fee)	\$348.00	
Industrial Waste Disposal Permit - Sewer - Revised (Flat - Application Fee)	\$231.00	
Industrial Waste Disposal Permit - Off Site - New (Flat - Application Fee)	\$465.00	
Industrial Waste Disposal Permit - Off Site - Revised (Flat - Application Fee)	\$309.00	
Industrial Waste Disposal Permit - On Site - New (Flat - Application Fee)	\$426.00	
Industrial Waste Disposal Permit - On Site - Revised (Flat - Application Fee)	\$348.00	
Inspections Outside Normal Business Hours (Per Hour, 2 Hours Minimum - Bldg Inspector)	\$106.00	
Review of Site-Remedial Investigation and Clean-Up Plan, Initial Deposit (Flat Fee)	\$313.00	
Sewer Plan Review (Plan Check & Inspection)	6% of Construction Cost	3% for Plan Review and 3% for Inspection
Supplemental or Re-Inspection (Flat Fee)	\$226.00	

INDUSTRIAL WASTE FEES

Fee Description	Recommended Fee	Additional Comments
Wastewater Sampling and Analysis (Plus Materials & Any Additional Personnel Costs)	\$226.00	

PARKS & RECREATION FEES

Fee Description	Recommended Fee	Additional Comments
Aqua Aerobics (20 Class Flex Pass)	\$95.00	
Aqua Aerobics (Drop In - Per Person Per Day)	\$5.00	
Banner Hanging	\$400.00	
Joslyn Center Membership (Per Calendar Year)	N/A	
Junior Lifeguard Course	\$75.00	
Lap Swim (Per Person Per Day)	\$2.00	
Leaders-in-Training (Per Program Period)	\$40.00	
Leaders-in-Training Jr Lifeguard Program (Per Program Period)	\$75.00	
Lifeguard/Instructor Camp	N/A	
Little Tots Basketball (8 Weeks - 1 Day Per Week)	\$68.00	
Little Tots Flag Football (8 Weeks - 1 Day Per Week)	\$68.00	
Little Tots Soccer (8 Weeks - 1 Day Per Week)	\$68.00	
Little Tots T-Ball (8 Weeks - 1 Day Per Week)	\$68.00	
Parade Entry - Band	\$95.00	
Parade Entry - Commercial	\$85-\$210	
Parade Entry - Equestrian	\$55.00	
Parade Entry - General	\$45.00	
Parade Entry Late Fee	\$20.00	
Parade Vendor	\$100.00	
Pee Wee, Youth, Junior Basketball (8 Weeks - 2 Days Per Week)	\$91.00	
Pee Wee, Youth, Junior Flag Football (8 Weeks - 2 Days Per Week)	\$91.00	
Pee Wee, Youth, Junior Soccer (8 Weeks - 2 Days Per Week)	\$91.00	
Pee Wee, Youth, Junior T-Ball/Softball (8 Weeks - 2 Days Per Week)	\$91.00	
Rec N' Roll Movie Experience	N/A	
Recreation Swimming (Per Person Per Day)	\$1.00	
Saturday Group Lessons (5 Days, 40 Minutes Per Day)	\$40.00	
Saturday Private Lessons (5 Days, 40 Minutes Per Day)	\$100.00	
Saturday Semi-Private Lessons (5 Days, 40 Minutes Per Day)	\$70.00	
Senior Classes (Fees Vary - Average)	\$30.00	
Senior Excursions (Fees Vary - Average)	\$29.00	
Senior Special Events (Fees Vary - Average)	\$10.00	
Summer and Spring Day Camp (Per Week)	\$130.00	
Swim Team (10 Weeks, 4 Days Per Week, Including Meets)	\$195.00	

PARKS & RECREATION FEES

Fee Description	Recommended Fee	Additional Comments
Weekday Group Lessons (8 Days, 40 Minutes Per Day)	\$60.00	
Weekday Private Lessons (8 Days, 40 Minutes Per Day)	\$160.00	
Weekday Semi-Private Lessons (8 Days, 40 Minutes Per Day)	\$110.00	

LIBRARY FEES

Fee Description	Recommended Fee	Additional Comments
Arts & Crafts Fair Vendor Fee	\$15.00	Per Table
Community Room Rental Fee - Commercial (Per Hour)	\$30.00	
Community Room Rental Fee - Non Profit (Per Hour)	\$30.00	For up to 4 hours of use
Computer Printout Per Page	\$0.15	
Computer Printouts Color - Per Page	\$0.50	
Computer Tutoring Sessions (Taught by Volunteers; Cost Includes Booklet)	\$5.00	
Fax Service (For First 3 Pages, Plus \$0.50 Per Additional Page)	\$0.00	
Hold Fee	\$0.00	
Homework Help (Per Child, Per Day)	\$1.00	
Interlibrary Loans from Outside System	\$4.00	
Interlibrary Loans from System Libraries	\$4.00	
iPad Overdue Fee (Per Hour - Penalty)	\$20.00	
Library Card Replacement Fee	\$2.00	
Library DVD Rental	\$1.50	
Library Late Charges - Books Per Day (Penalty)	\$0.25	Also includes audiobooks, CD's, and magazines
Library Late Charges - Collection Agency - Per Item (Penalty)	\$20.00	
Library Late Charges - DVDs Per Day (Penalty)	\$1.00	
Lost/Damage Audio Book CD - Plus Actual Material Replacement Cost	\$4.00	
Lost/Damage Book Fees - Plus Actual Material Replacement Cost	\$4.00	
Lost/Damage Cases for Audiobook - Plus Actual Material Replacement Cost	\$4.00	
Lost/Damage Cases for DVD - Plus Actual Material Replacement Cost	\$4.00	
Lost/Damage Cases for Music CD - Plus Actual Material Replacement Cost	\$4.00	
Lost/Damage CD - Plus Actual Material Replacement Cost	\$4.00	
Lost/Damage DVD - Plus Actual Material Replacement Cost	\$4.00	
Lost/Damage iPad- Cost Plus Processing Fee	\$450.00	
Lost/Damage Magazines - Plus Actual Material Replacement Cost	\$4.00	

PLANNING FEES

Fee Description	Recommended Fee	Additional Comments
Additional Review Fee	Actual Cost	
Administrative Conditional Use Permit: Special Event Less Than 30 Days	\$105.00	
Administrative Conditional Use Permit: Special Event such as Carnival, Car Show, K-Run, Small Scale Auto Sales, etc.	\$1,869.00	
Administrative Conditional Use Permit: Bingo, Las Vegas Nights, etc.	\$158.00	
Administrative Conditional Use Permit: Fee for Non-Profits, etc.	\$320.00	No Charge with Verification of IRS Exempt Status
Administrative Conditional Use Permit: Pumpkin Patch & Christmas Tree Lot (over the counter review)	\$225.00	
ABC Investigation w/o CUP	\$105.00	
ABC Investigation with CUP	\$105.00	
Annexation (City)	\$10,830.00	
Annexation (Community Facility District - CFD)	Actual Cost	
Appeal to Planning Commission or City Council: Other than SPR	\$1,699.00	
Appeal to Planning Commission or City Council: Non-Applicant (SPR Only)	\$1,699.00	
Appeal to Planning Commission or City Council: Applicant (SPR Only)	\$1,699.00	
Assistant Planner Hourly Rate	\$61.00	
Associate Planner Hourly Rate	\$67.59	
Business License Review (In-Home & Other) Counter Review	\$105.00	
Business License Review (In-Home & Other) Counter Review w/Field	\$263.00	
Change in Nonconforming Use	\$4,134.00	
City Attorney Review of Covenants, Easements, Agreements & Other Legal Documents (Per Hour)	Contract Rate	
City Planner Hourly Rate	\$88.00	
Community Development Director Hourly Rate	\$210.00	
Conditional Use Permit	\$4,134.00	
Conditional Use Permit: 6-Month Review by Planning Commission	\$1,289.00	
Construction Plan Modification	\$266.00	
Construction Plan Review	\$266.00	

PLANNING FEES

Fee Description	Recommended Fee	Additional Comments
Designation of a Heritage Tree (Private Applicant)	\$5,970.00	
Designation of Historic Landmark/Structure of Merit (Private Applicant)	\$5,970.00	
Environmental Review - Staff Review of Applicant's Initial Study, Environmental Reports or Studies (Plus Consultant Costs)	\$4,118 Plus Consultant Costs	
Environmental Impact Report - Staff Review and Consultant Costs)	Deposit + Actual Costs	
General Plan Amend - Text or Map Change	\$10,830.00	
General Plan Fee	\$2.00 per \$1,000 of Construction Valuation	
Grading Plan Review	\$266.00	
Landscape & Construction Review Fee: Artificial Turf Installation or Single-Family Construction	\$354.00	
Landscape & Construction Review Fee: Project Less Than 1 Acre	\$620.00	
Landscape & Construction Review Fee: Project 1.1 Acres to 2.99 Acres	\$886.00	
Landscape & Construction Review Fee: Project Over 3 Acres	\$1,330.00	
Lot Line Adjustment	\$773.00	
Outdoor Dining and Display	\$1,435.00	
Parking Agreement	\$4,134.00	
Photocopies:		
A. Counter information - Each page	\$0.10	
B. Filed Information		
First page	\$4.00	
Each additional page	\$0.10	
C. Zone Maps		
Page	\$0.50	
Large Book	\$20.00	
Small Book	\$6.00	
Planned Community Development (Establishment of PCD and Major Modification to PCD)	\$10,830.00	
Planned Community Development (Minor Modification)	\$1,869.00	
Planning Aide Hourly Rate	\$32.00	
Planning Technician Hourly Rate	\$52.00	
Pre-Submittal Application Review (Flat Rate Fee)	\$632.00	
Reinspection Fee	\$177.00	

PLANNING FEES

Fee Description	Recommended Fee	Additional Comments
Planning Technician Hourly Rate	\$52.00	
Pre-Submittal Application Review (Flat Rate Fee)	\$632.00	
Reinspection Fee	\$177.00	
Senior Administrative Technician Hourly Rate	\$63.00	
Shopping Cart Containment/Retrieval Plan Review	\$654.00	
Sign Permit - Annual Display Program	\$210.00	
Sign Permit - Permanent	\$316.00	
Sign Permit - Temporary	\$105.00	
Sign Program Review	\$1,128.00	
Site Plan Review (SPR) Major	\$5,417.00	
Site Plan Review (SPR) Minor Site & Bldg Impr. Over Counter Review w/o Field	\$105.00	
Site Plan Review (SPR) Minor Site & Bldg Impr. Not Over Counter Review & w/o Field	\$205.00	
Site Plan Review (SPR) Minor w/o DRC: Modifications to Existing Resi.	\$421.00	
Site Plan Review (SPR) Minor w/DRC: Modifications to Existing Non-Resi.	\$632.00	
Site Plan Review (SPR) Minor w/DRC: New Dwelling Unit/2nd Unit, Minor Non-Resi. Improvements	\$3,168.00	
Site Plan Review (SPR) Administrative Time Extension	\$266.00	
Site Plan Review (SPR) Planning Commission Time Extension	\$812.00	
Special Construction Permit (Noise)	\$177.00	
Special Plan Review (Lighting, CMD, Parking, etc.)	\$266.00	
Tentative Parcel Map	\$3,769.00	
Tentative Tract Map	\$10,830.00	
Tentative Tract Map/Tentative Parcel Map: Minor Amendment or Time Extension	\$500.00	No Change
Tree Preservation Permit Minor	\$1,128.00	
Tree Preservation Permit Regular	\$2,504.00	
Vacation of Rights-of-Way	\$450.00	No Change
Variance Major (Non-Single-Family Structure)	\$4,134.00	
Variance Major (Single-Family)	\$2,474.00	
Varinace Minor	\$1,236.00	No Change
Verification & Research Fee	Actual Cost	
Yard Sale Permit	\$10.00	
Zoning Ordinance Amend - Add Uses	\$4,736.00	

PLANNING FEES

Fee Description	Recommended Fee	Additional Comments
Zoning Ordinance Amend - Text or Map Change	\$10,830.00	
Zoning Verification Letter	\$316.00	

CODE ENFORCEMENT FEES

Fee Description	Recommended Fee	Additional Comments
Abandoned/Vacant Property Registration Fee	\$100.00	
Appeal of Abatement	\$333.00	
Compliance Inspection/Reinspection Fee	\$100.00	
Newspaper Rack Inspection Fee	\$58.00	
Rental Inspection Fee (1-3 Units, \$18 Per Additional Unit)	\$126.00	

BUILDING FEES

Fee Description	Recommended Fee	Additional Comments
"After Hours" Construction Permit	\$57.50	
ADA Ramps	\$184.00	
Address Verification	Actual Cost	
After Hours (Scheduled) Call-Out Fee (2 Hour Minimum)	\$305.90	
Antenna (0-30 Ft)	\$397.90	
Antenna (31+ Ft)	\$489.90	
Antenna Equipment Container	\$397.90	
Archive Fee	2% of Permit Value	
Awning or Canopy	\$230.00	
Balcony Addition	\$230.00	
Carnivals and Tents	\$184.00	
Carport	\$198.95	
Carport (with Calcs)	\$276.00	
Cellular/Mobile Phone, Co-Location	\$336.95	
Cellular/Mobile Phone, Free-Standing	\$336.95	
Change of Contractor	\$46.00	
Change of Occupancy	\$290.95	
Close Existing Openings - Exterior Wall	\$230.00	
Close Existing Openings - Interior Wall	\$230.00	
Code Compliance Inspections/Reinspection	\$290.95	
Covered Porch	\$230.00	
Deck (Wood)	\$184.00	
Deck (Wood) (with Calcs)	\$230.00	
Deed Restriction (Per 1/2 Hour)	\$86.25	
Demolition	\$290.95	
Door - New Door (Non Structural)	\$213.90	
Door - New Door (Structural Shear Wall/Masonry)	\$290.95	
Each Additional Call-Out Hour	\$152.95	
Each Additional Pole	\$60.95	
Emergency (Non-Scheduled) Call-Out Fee (4 Hour Minimum)	\$611.80	
FEMA Flood Zone Review (Per Hour)	\$152.95	
Fence of Freestanding Wall (Non-Masonry) - Each Additional 100 LF	\$77.05	
Fence of Freestanding Wall (Non-Masonry) - Each Additional 100 LF	\$152.95	
Fence of Freestanding Wall (Non-Masonry) - Over 10 Feet in Height (First 100 LF with Calcs)	\$322.00	

BUILDING FEES

Fee Description	Recommended Fee	Additional Comments
Fence of Freestanding Wall (Non-Masonry) - Over 10 Feet in Height (First 100 LF)	\$259.90	
Fence of Freestanding Wall (Non-Masonry) - Up to 10 Feet in Height (First 100 LF)	\$213.90	
Fence of Freestanding Wall (Masonry) - Masonry, Over 3 Feet Up to 6 Feet High (First 100 LF)	\$213.90	
Fence of Freestanding Wall (Masonry) - Masonry, Over 3 Feet Up to 6 Feet High: Each Additional 100 LF	\$77.05	
Fence of Freestanding Wall (Masonry) - Masonry, Special Design (6-10' High)	\$290.95	
Fence of Freestanding Wall (Masonry) - Masonry, Special Design (Over 10' High)	\$368.00	
Fence of Freestanding Wall (Masonry) - Masonry, Special Design: Each Additional 100 LF	\$123.05	
Fence of Freestanding Wall (Masonry) - Masonry, Special Design: Each Additional 100 LF	\$152.95	
Fire Safe Standards Review (SRA) (Per Hour)	\$152.95	
Fireplace: Masonry	\$213.90	
Fireplace: Masonry (with Calcs)	\$290.95	
Fireplace: Pre-Fabricated/Metal	\$322.00	
Flag Pole (Over 30 Feet in Height)	\$184.00	
Garage (Detached) - Masonry up to 1,000 SF	\$520.95	
Garage (Detached) - Wood frame Up to 1,000 SF	\$368.00	
Greenhouse (Non-Commercial)	\$184.00	
Greenhouse (Non-Commercial) (with Calcs)	\$244.95	
Lighting Pole	\$198.95	
Mobile Home	\$322.00	
Mobile Home, Double Wide	\$443.90	
New (Multi-Family) - Single Phase Service (Per 100 AMPS)	\$77.05	
New (Multi-Family) - Three Phase Service (Per 100 AMPS)	\$92.00	
Other Electrical Inspections (Per Hour)	\$152.95	
Partition - Commercial, Interior (Up to 30 LF)	\$259.90	
Partition - Commercial, Interior: Additional Partition (Each 30 LF)	\$123.05	
Partition - Residential, Interior (Up to 30 LF)	\$213.90	
Partition - Residential, Interior: Additional Partition (Each 30 LF)	\$77.05	

BUILDING FEES

Fee Description	Recommended Fee	Additional Comments
Patio Cover - Additional Enclosed Patio (Each 300 SF)	\$106.95	
Patio Cover - Additional Patio (Up to 300 SF)	\$92.00	
Patio Cover - Enclosed (Up to 300 SF)	\$184.00	
Patio Cover - Enclosed, Metal Frame (Up to 300 SF with Calcs)	\$244.95	
Patio Cover - Enclosed, Metal Frame (Up to 300 SF)	\$213.90	
Patio Cover - Enclosed, Other Frame (Up to 300 SF)	\$276.00	
Patio Cover - Enclosed, Wood Frame (Up to 300 SF with Calcs)	\$230.00	
Patio Cover - Metal Frame (Up to 300 SF)	\$184.00	
Patio Cover - Other frame (Up to 300 SF)	\$213.90	
Patio Cover - Photovoltaic System (Per KWh)	\$305.90	
Patio Cover - Wood Frame (Up to 300 SF with Calcs)	\$290.95	
Patio Cover - Wood Frame (Up to 300 SF)	\$213.90	
Permit Issuance	\$17.25	
Pile Foundation - Additional Stucco Application (Each 400 SF)	\$31.05	
Pile Foundation - Cast in Place Concrete (First 10 Piles)	\$184.00	
Pile Foundation - Cast in Place Concrete: Additional Piles (Increments of 10)	\$92.00	
Pile Foundation - Driven (Steel, Pre-Stressed Concrete Up to 10)	\$213.90	
Pile Foundation - Driven: Additional Piles (Increments of 10)	\$92.00	
Pile Foundation - Pre-Plan Inspection (Per Hour)	\$152.95	
Pile Foundation - Relocated Building (Within 25 Miles of City Offices)	\$351.90	
Pile Foundation - Relocated Building: Each Additional 10 Miles (or Portion Thereof)	\$0.00	
Pile Foundation - Stucco Applications (Up to 400 SF)	\$184.00	
Pre-Plan Inspection (Per Hour)	\$152.95	
Re-Check Fee (Per 1/2 Hour)	\$86.25	
Reinspection Fee (Per 1/2 Hour)	\$86.25	
Reinspection Fee (Per Hour)	\$152.95	
Remodel - (Residential) - 500 SF Single Story	\$276.00	
Remodel - (Residential) - Additional Remodel (Garage Conversions - Each 500 SF)	\$77.05	
Remodel - (Residential) - Kitchen (More than 500 SF)	\$368.00	
Re-Roofing - Additional Roof Structure Replacement (Each 100 SF)	\$31.05	

BUILDING FEES

Fee Description	Recommended Fee	Additional Comments
Re-Roofing - Comp/Metal (First 100 SF)	\$92.00	
Re-Roofing - Comp/Metal: Each Additional 100 SF	\$14.95	
Re-Roofing - Roof Structure Replacement (Up to 100 SF)	\$184.00	
Re-Roofing - Tile/Shake: (First 100 SF)	\$106.95	
Re-Roofing - Tile/Shake: Each Additional 100 SF	\$14.95	
Research (Per 1/2 Hour)	\$86.25	
Retaining Wall (Concrete or Masonry) - Additional Retaining Wall (Each 50 LF)	\$14.95	
Retaining Wall (Concrete or Masonry) - First 50 LF	\$213.90	
Retaining Wall (Concrete or Masonry) - Gravity/Crib Wall (First 50 LF)	\$244.95	
Retaining Wall (Concrete or Masonry) - Gravity/Crib Wall, Over 10' High (Up to 50 LF)	\$276.00	
Retaining Wall (Concrete or Masonry) - Gravity/Crib Wall, Over 10' High: Additional Gravity/Crib Wall (Each 50 LF)	\$46.00	
Retaining Wall (Concrete or Masonry) - Gravity/Crib Wall: Additional Gravity/Crib Wall (Each 50 LF)	\$31.05	
Retaining Wall (Concrete or Masonry) - Special Design, 3-10' High (Up to 50 LF)	\$322.00	
Retaining Wall (Concrete or Masonry) - Special Design, 3-10' High: Additional Retaining Wall (Each 50 LF)	\$31.05	
Retaining Wall (Concrete or Masonry) - Special Design, 3-10' High: Additional Retaining Wall (Each 50 LF)	\$46.00	
Retaining Wall (Concrete or Masonry) - Special Design, Over 10' High (Up to 50 LF)	\$382.95	
Room Addition - (First Story) - Additional Room Addition (Over 500 SF with Calcs)	\$167.90	
Room Addition - (First Story) - Additional Room Addition (Over 500 SF)	\$138.00	
Room Addition - (First Story) - Up to 500 SF (with Calcs)	\$460.00	
Room Addition - (First Story) - Up to 500 SF	\$428.95	
Room Addition - (Multi-Story) - Up to 500 SF	\$460.00	
Room Addition - (Multi-Story) Additional Room Addition (Over 500 SF with Calcs)	\$167.90	

BUILDING FEES

Fee Description	Recommended Fee	Additional Comments
Room Addition - (Multi-Story) Additional Room Addition (Over 500 SF)	\$138.00	
Room Addition - (Multi-Story) Sauna - Steam	\$276.00	
Room Addition - (Multi-Story) Up to 500 SF (with Calcs)	\$397.90	
Siding - Additional Siding (Each 400 SF)	\$14.95	
Siding - All Other (Up to 400 SF)	\$138.00	
Siding - Stone and Brick Veneer (Interior or Exterior - Up to 400 SF)	\$184.00	
Signs - Directional	\$138.00	
Signs - Each Additional Directional Sign	\$31.05	
Signs - Freeway Sign	\$397.90	
Signs - Freeway Sign with Master Plan	\$550.85	
Signs - Ground/Roof/Projecting Signs	\$276.00	
Signs - Permanent	\$184.00	
Signs - Temporary	\$138.00	
Signs - Wall, Electric	\$152.95	
Signs - Wall/Awning Sign, Non-Electric	\$123.05	
Skylight - Each Additional Flight	\$46.00	
Skylight - Greater Than 10 SF or Structural	\$244.95	
Skylight - Less Than 10 SF	\$167.90	
Skylight - Spa or Hot Tub (Pre-Fabricated)	\$138.00	
Skylight - Stairs - First Flight	\$184.00	
Soils Review (Up to 1/2 Hour)	\$86.25	
Special Inspector Application (New Item)	\$51.05	
Stand Alone Electrical Plan Check (Per Hour)	\$152.95	
Stand Alone Mechanical Plan Check (Per Hour)	\$152.95	
Stand Alone Plumbing Plan Check (Per Hour)	\$152.95	
Standard Hourly Rate	\$152.95	
Storage Racks - 0-8' High (Up to 100 LF)	\$152.95	
Storage Racks - 0-8' High: Each Additional 100 LF	\$31.05	
Storage Racks - Over 8' High (Up to 100 LF)	\$198.95	
Storage Racks - Over 8' High: Each Additional 100 LF	\$46.00	
Street Address Change	\$395.00	
Subaddress Addition	Actual Cost	
Supplemental Inspection Fee (Per Hour)	\$152.95	
Supplemental Plan Check Fee (@ Counter) (Per Hour)	\$152.95	
Swimming Pool/Spa - Additional Pool (Over 800 SF)	\$92.00	
Swimming Pool/Spa - Commercial Pool (Over 800 SF)	\$504.85	
Swimming Pool/Spa - Commercial Pool (Up to 800 SF)	\$474.95	
Swimming Pool/Spa - Fiberglass	\$336.95	

BUILDING FEES

Fee Description	Recommended Fee	Additional Comments
Swimming Pool/Spa - Gunite - Custom and to Establish Master (Up to 800 SF)	\$550.85	
Swimming Pool/Spa - Vinyl-Lined (Up to 800 SF)	\$322.00	
Temporary Utility Connection or Occupancy	\$152.95	
Travel and Documentation (Additional Trip)	\$41.40	
Travel and Documentation (Standard)	\$41.40	
Underground Storage Tanks Installation/Removal (Per Tank)	\$230.00	
Window or Sliding Glass Door - Bay Window (Structural)	\$244.95	
Window or Sliding Glass Door - New Window (Non-Structural) (Each 10)	\$184.00	
Window or Sliding Glass Door - New Window (Structural Shear Wall/Masonry) (Each 10)	\$213.90	
Window or Sliding Glass Door - Replacement (Frame & Pane) (Each 10)	\$152.95	



CITY OF COVINA

AGENDA REPORT

ITEM NO. PH 4

MEETING DATE: November 15, 2016

TITLE: A Public Hearing to Consider Issuing a Report and Subsequent Adoption of an Urgency Ordinance No. 16-2066 Extending a Moratorium on Issuing Any Permits For Any New Used Merchandise, Secondhand and/or Thrift Stores Or The Expansion Of Any Existing Used Merchandise, Secondhand and/or Thrift Stores

PRESENTED BY: Brian K. Lee, AICP, Director of Community Development
Nancy Fong, AICP, Community Development Consultant

- RECOMMENDATION:**
1. Open the public hearing, receive public testimony and close the public hearing; and
 2. Adopt and issue the report on measures taken during the moratorium per Government Code Section 65858 (Attachment B); and
 3. Adopt **Urgency Ordinance No. 16-2066**, An Urgency Ordinance of the City of Covina Extending the Term of Ordinance No. 15-2047 Enacted Pursuant to Government Code Section 65858 Establishing a Moratorium on the Establishment of Any New Used Merchandise Stores and Secondhand Stores, or Thrift Stores in the City of Covina, or the Expansion of Any Existing Used Merchandise Stores, Secondhand Stores or Thrift Stores, Declaring the Urgency Thereof and Making a Determination of Exemption under the California Environmental Quality Act; a four-fifths (4/5) vote is required per California Government Code Section 65858; and
 4. Direct staff to draft revisions to Chapter 17 of the Covina Municipal Code relating to Used Merchandise, Secondhand and/or Thrift Stores and return to the City Council for consideration of the proposed revisions by June 2017.

BACKGROUND

On December 15, 2015, the City Council adopted an urgency ordinance (Ordinance No. 15-2047), which placed a 45 day citywide moratorium on the establishment of new and expansion of existing used merchandise, secondhand and/or thrift stores. The urgency ordinance was in response to inquiries from proprietors of for-profit types of used merchandise, secondhand and/or thrift stores that want to locate their businesses in Covina. The reason for the need of an urgency ordinance was that the Covina Municipal Code (CMC) does not adequately define or list used merchandise or secondhand stores as allowed or conditionally permitted uses. Further, the

CMC lacks specific regulations for the operation of thrift stores and does not address used merchandise and secondhand stores. On January 19, 2016, the City Council, with a unanimous vote, extended the Urgency Ordinance (Ordinance No. 16-2052) for ten months and 15 days with an expiration date of December 9, 2016. The time extension was to allow staff an opportunity to fully explore this issue and develop proposed regulations that ensure that the City's commercially zoned areas maintain an appropriate and balanced mix of commercial and retail uses to maintain a vibrant and healthy local economy.

DISCUSSION

Because the urgency ordinance will be expiring in December 2016, the purpose of this report is to request the City Council to extend the moratorium for an additional twelve (12) months to December 9, 2017, pursuant California Government Code Section 65858(a). Because the City's current Municipal Code does not have any development standards regulating used merchandise, secondhand and thrift stores, staff believes the extension of time is warranted to conduct thorough research on the subject matter that will assist staff in preparing revisions to the Municipal Code.

As stated in Government Code Section 65858, at least 10 days prior to the expiration of the initial 45 day moratorium, the City Council is required to issue a written report (Attachments B1 and B2) describing the measures taken to alleviate the conditions that led to the adoption of the ordinance. Since the Ordinances No. 15-2047 and No. 16-2052 have been in effect, staff has and continues to research and review materials related to used merchandise, secondhand and thrift stores. To date, staff has obtained a variety of documents related to used merchandise, secondhand and thrift stores, including zoning regulations from various cities, studies and ordinances discussing used merchandise, secondhand and thrift stores and their impacts on local communities. Additional time is needed to thoroughly study the material and establish appropriate mechanisms to address the City's concerns related to used merchandise, secondhand and thrift stores as follows:

- 1) The concentration of all types of existing used merchandise, secondhand and thrift stores in the City to determine if an over-concentration of used merchandise, secondhand or thrift stores exist and if prior approval of a conditional use permit should be required as part of the planning entitlement process.
- 2) Appropriate definitions for used merchandise, secondhand and thrift stores. The Code currently has no definitions for used merchandise or secondhand stores, and the definition of a thrift store in the Code includes only those that are not-for-profit.
- 3) The provisions of the Zoning Code related to the City's commercial zones need to be updated to consolidate uses, more clearly define uses, add uses, and generally clarify the Code. A work program to evaluate all commercial zones and uses, and thrift stores, secondhand and used merchandise stores will be included in that effort.
- 4) Specific development standards for used merchandise, secondhand and thrift stores, including, but not limited to, hours of operations, outdoor display of merchandise, and minimum building requirements.

Staff believes that the extension of the Ordinance No. 16-2052 will protect the public safety, health, and welfare. Without establishing appropriate zoning regulations within the various commercial zoning districts that could accommodate this particular type of land use category, it would be inconsistent with the General Plan goals and policies of capturing a greater variety of retail stores and providing a balanced mix of retail stores.

If adopted by a 4/5th vote of the City Council, this extension would prevent used merchandise, secondhand and thrift stores from locating or expanding in the City for another twelve (12) months, which is the final extension. That timeframe does not preclude staff from presenting those findings to the City Council prior to the expiration of the extended moratorium.

FISCAL IMPACT

There is no fiscal impact.

ENVIRONMENTAL DETERMINATION

Staff finds that it can be seen with certainty that there is no possibility the adoption of this Urgency Ordinance and extension of the moratorium, will have a significant effect on the environment, because the moratorium will maintain the current environmental conditions arising from the current land use regulatory structure as adopted by the City, will preclude the establishment of a category of uses for a limited period of time, and will serve to reduce potential significant adverse environmental impacts caused by the establishment of any new used merchandise, secondhand store or expansion of any existing used merchandise, secondhand store. Staff finds that the adoption of Urgency Ordinance No. 16-2052 is therefore exempt under California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

Respectfully submitted,

Brian K. Lee, AICP, Director of Community Development

ATTACHMENTS:

- A. Ordinance No. 16-2066
- B. Report on Measures Taken to Alleviate the Conditions That Led to the Adoption of Ordinance 15-2047 and Ordinance 16-2052
- C. Ordinance No. 16-2052

ATTACHMENT "A"
ORDINANCE NO. 16-2066

**AN URGENCY ORDINANCE OF THE CITY OF COVINA
EXTENDING THE TERM OF ORDINANCE NO. 15-2047
ENACTED PURSUANT TO GOVERNMENT CODE SECTION
65858 ESTABLISHING A MORATORIUM ON THE
ESTABLISHMENT OF ANY NEW USED MERCHANDISE
STORES AND SECONDHAND STORES, OR THRIFT STORES IN
THE CITY OF COVINA, OR THE EXPANSION OF ANY
EXISTING USED MERCHANDISE STORES, SECONDHAND
STORES OR THRIFT STORES, DECLARING THE URGENCY
THEREOF AND MAKING A DETERMINATION OF EXEMPTION
UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

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

Section 1. Purpose and Intent. The City of Covina intends to ensure that the City's commercially zoned areas maintain an appropriate and balanced mix of commercial and retail uses so as to maintain a vibrant and healthy local economy. A review of the Covina Municipal Code (CMC) indicates that regulations and development standards related to used merchandise stores, secondhand stores and thrift stores are either outdated or lack clarity. The City has established a moratorium on the development and operation of new used merchandise stores, secondhand stores, and -thrift stores in the City, and on the expansion of existing similar uses in the City so as to permit further study of the City's zoning regulations.

Section 2. Legislative Findings.

A. On December 15, 2015, the City Council of the City of Covina conducted a public hearing, notice of which was given pursuant to Government Code Section 65090, and adopted Ordinance 15-2047, establishing a 45-day moratorium prohibiting the establishment of new, and the expansion of existing, used merchandise stores, secondhand stores and thrift stores within the City of Covina. Ordinance No. 15-2047 is scheduled to expire on January 29, 2016.

B. On January 19, 2016, the City Council conducted a public hearing, notice of which was given pursuant to Government Code Section 65090, on the extension of the term of the moratorium imposed by Ordinance 15-2047 and on the basis of the record thereof makes the following findings in support of an extension of the term of the moratorium imposed by Ordinance 15-2047, which is scheduled to expire on December 9, 2016.

C. On November 15, 2016, the City Council conducted a public hearing, notice of which was given pursuant to Government Code Section 65090, on the extension of the term of the moratorium imposed by Ordinance 15-2047 and Ordinance No. 16-2052 and on the basis of the record thereof makes the following findings in support of an extension of the term of the moratorium for twelve (12) months and to expire on December 9, 2017.

D. The City is responsible for adopting and implementing land use regulations within its boundaries. The CMC, which has not been comprehensively updated since 1975, generally regulates the entitlement, establishment and operation of antique shops and thrift shops within

the City. Section 17.04.051 of the CMC defines an “antique shop” as “a place where articles, merchandise and furniture are sold, which are over 50 years old, or are sold for a higher price than originally purchased.” Section 17.04.576 of the CMC defines “thrift shop” as “a retail establishment operated by a chartered nonprofit organization, offering for sale to the general public various items which have been donated to the organization.”

E. Over time, businesses that sell used or secondhand merchandise, other than antique and non-profit thrift shops, have established in the City, including collectible stores, consignment shops and thrift stores operated by for-profit organizations. Since 1975, the character of used merchandise stores, secondhand stores, and thrift stores has changed significantly, including their increased popularity and proliferation. A Covina General Plan goal and policy (Chapter III3a13) encourages the capturing of a greater variety of retail stores, shops, and restaurants to attract more patrons, generate sales tax and further improve the community’s image. It is therefore necessary to update the CMC to encompass all variations of used merchandise stores, secondhand stores and thrift stores, in order to ensure and maintain a balance of a variety of stores in the commercial areas. Another General Plan goal and policy (Chapter III 3a7) is to “accommodate new and expanded commercial and industrial developments, for community betterment and image enhancement and related reasons, in a fashion that neither adversely affects the integrity of established commercial and/or industrial areas nor unreasonably encroaches into residential neighborhoods and that does not impose an undue burden on local infrastructure or services.” Because it is the intent of the General Plan to expand the variety of commercial and retail stores available in the City, there is a need to update the CMC to address and expand this particular retail land use category.

F. There is a current and immediate threat to the public health, safety and welfare presented by the establishment of new used merchandise stores, secondhand stores and thrift stores and the expansion of existing used merchandise stores, secondhand stores, and thrift stores. Without establishing appropriate zoning regulations within the various Commercial Zones that could accommodate this particular type of land use category, it would be inconsistent with the General Plan goals and policies of capturing a greater variety of retail stores and providing a balanced mix of retail stores.

G. The City Council finds that additional planning and research are necessary to study the adequacy of its existing ordinances before the City adopts any regulation governing used merchandise stores, secondhand stores and thrift stores. The City requires a sufficient and reasonably limited time to consider and study legally appropriate and reasonable policies regulating these businesses in order to prevent negative impacts on City residents, businesses and visitors. The City has begun such a study. Given the time required to undertake the study and planning, the City Council finds that it is necessary that the term of the moratorium be extended to ensure that no used merchandise stores, secondhand stores, or thrift stores that may be in conflict with the contemplated new development or use policies are permitted in the interim.

H. Absent the passage of this Urgency Ordinance, continued approval of entitlements for used merchandise stores, secondhand stores or thrift stores poses a current and immediate threat to the public health, safety or general welfare. If this Urgency Ordinance does not become effective immediately, but instead becomes effective thirty (30) days after a second reading, there is a risk that further harm will be done to prevent the orderly development of used merchandise stores, secondhand stores and thrift stores in the City. There is therefore an urgent necessity for the City to adopt a moratorium on the establishment of new used merchandise stores, secondhand stores and thrift stores and the expansion of existing used merchandise stores,

secondhand stores, and thrift stores to take effect immediately. This moratorium is intended to provide the City with an opportunity to strengthen its zoning provisions to promote an appropriate and healthy mix of commercial retail uses in the City.

I. For the reasons specified above, and based on all the evidence in the record, the City Council finds that there is a current and immediate threat to the public health, safety and welfare presented by the unregulated development or operation of new used merchandise stores, secondhand stores and thrift stores and the expansion of existing used merchandise stores, secondhand stores and thrift stores in the City that would be inconsistent with the City's land use goals. In the absence of immediate effectiveness, the approval of building permits or any other applicable entitlements for such development or use or will frustrate the City's ability to adopt and enforce appropriate regulations designed to protect surrounding development, use, and the public health, safety, and welfare from the potentially adverse effects of new or expanded used merchandise stores, secondhand stores, and thrift stores. Due to the foregoing circumstances, the City Council finds and determines that the immediate preservation of the public health, safety, and welfare requires that this Urgency Ordinance be enacted as an urgency ordinance pursuant to Government Code Section 65858, that it take effect immediately upon adoption, and that its urgency is hereby declared.

Section 3. CEQA Finding. The City Council hereby finds that it can be seen with certainty that there is no possibility the adoption of this Urgency Ordinance will have a significant effect on the environment because the adoption of this Urgency Ordinance will maintain the current environmental conditions arising from the current land use regulatory structure as adopted by the City, will preclude the establishment of a category of uses for a limited period of time, and will serve to reduce potential significant adverse environmental impacts caused by the establishment of any new used merchandise stores, secondhand stores, or thrift stores or expansion of any existing used merchandise stores, secondhand stores, or thrift stores. The City Council therefore determines, based on its own independent judgment, that the adoption of this Urgency Ordinance and the effects derivative from its adoption are exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

Section 4. Report on Measures Taken. In accordance with Government Code Section 65858(d), the City Council, on November 1, 2016, approved and provided for public review a written report regarding the status of the City's moratorium prohibiting the establishment of new, and the expansion of existing, used merchandise stores, secondhand stores and thrift stores within the City of Covina. The report is on file in the Office of the City Clerk and lists options with respect to the operations and regulations of used merchandise stores, secondhand stores and/or thrift stores in order to alleviate the conditions that led to the imposition of the moratorium.

Section 5. Moratorium Extended; New Term.

A. Based upon the findings contained in Sections 1 through 3, the moratorium enacted by the City Council pursuant to Ordinance No. 15-2047 and Ordinance No. 16-2052 is hereby extended pursuant to Government Code Section 65858 for twelve (12) months so as to extend the moratorium through December 9, 2017. Therefore, the moratorium will expire and terminate at midnight on December 9, 2017, or before that date. As provided in Ordinance No.

15-2047, Ordinance No. 16-2052 and extended by this Ordinance No. 16-2066 is a moratorium on the development or operation of new used merchandise stores, secondhand stores and thrift stores in the City and the expansion of existing used merchandise stores, secondhand stores and thrift stores in the City.

B. For purposes of this Urgency Ordinance and Ordinance No. 15-2047, the terms, “used merchandise store”, “secondhand store” and “thrift store” mean any retail establishment selling used or secondhand merchandise, including, without limitation, an antique store, collectible store, thrift store or consignment shop.

C. For purposes of this Urgency Ordinance and Ordinance No. 15-2047, the terms “used merchandise” and “secondhand merchandise” shall mean any item that was previously owned or used, including, without limitation, clothing, jewelry, furniture, books, household items, antiques, toys and tools.

D. For purposes of this Urgency Ordinance and Ordinance No. 15-2047, the term “new” shall mean any used merchandise store, secondhand store or thrift store in the City that has not obtained approval of the land use from City’s Planning Division and a building permit from City’s Building Division or operation in its present location prior to the effective date of Ordinance No. 15-2047.

Section 6. Moratorium Defined. Notwithstanding any other ordinance or provision of the CMC:

A. The establishment or operation of any new used merchandise store, secondhand store or thrift store use, or the expansion of any existing used merchandise store, secondhand store, or thrift store use, is prohibited during the term of the moratorium established in Section 4 above.

B. The City shall not approve any new or pending application for any permit, license or other entitlement for the establishment, operation or expansion of any used merchandise store, secondhand store or thrift store use during the term of the moratorium established in Section 4 above.

Section 7. Exceptions. This Urgency Ordinance and the moratorium enacted hereby shall not affect any existing used merchandise store, secondhand store, or thrift store use, including, without limitation, antique and thrift shops, previously approved pursuant to the CMC that do not seek an expansion in use. All existing used merchandise or secondhand and/or thrift store permittees shall comply with the requirements of the CMC and the terms and conditions of any permit issued pursuant thereto. Further, the provisions of Section 4 of this Urgency Ordinance shall not apply to vehicle sales establishments and vehicle parts sales establishments.

Section 8. Immediate Effect. This Urgency Ordinance is an urgency ordinance for the immediate preservation of the public peace, health, and safety within the meaning of Government Code Section 36937(b) and therefore shall be passed immediately upon its introduction and shall become effective immediately upon its adoption, by a minimum four-fifths (4/5) vote of the City Council.

Section 9. Penalty. A violation of any provision of this Urgency Ordinance shall constitute a misdemeanor and shall be punishable by a fine not to exceed One Thousand Dollars (\$1,000) or by imprisonment for a period not to exceed six (6) months, or by both such fine and imprisonment. Each and every day such a violation exists shall constitute a separate and distinct

violation of this Ordinance. In addition to the foregoing, any violation of this Ordinance shall constitute a public nuisance and shall be subject to abatement as provided by all applicable provisions of law.

Section 10. Planning Studies and Written Report. The City staff shall continue the studies they may deem necessary and appropriate to make recommendations to this City Council regarding the development, use and expansion of used merchandise stores, secondhand stores and thrift stores in the City and the criteria for regulating these uses. Pursuant to Government Code Section 65858(d), City staff shall prepare and submit for City Council adoption, at least ten (10) days prior to the expiration of this Urgency Ordinance, or any extension hereof, a written report describing the measures taken to alleviate the conditions that led to the adoption of this Urgency Ordinance.

Section 11. Extension of Time. The Director of Community Development and the City Clerk shall undertake all actions legally necessary to extend this Ordinance No. 15-2047 in the event the report desired by this City Council will not be concluded on or before the expiration of the moratorium extended by this Urgency Ordinance.

Section 12. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Urgency Ordinance or any part thereof is for any reason held to be invalid or enforceable by a court of competent jurisdiction, the remaining portion of this Ordinance shall nonetheless remain in full force and effect. The City Council of the City of Covina hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared invalid or unenforceable.

Section 13. Publication and Posting. The City Clerk shall certify to the passage of this ordinance and shall cause the same to be entered in the book of original ordinance of said City; shall make a minute passage and adoption therefor in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local weekly newspaper of general circulation and which is hereby designated for that purpose.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Covina at a meeting thereof held on November 15, 2016.

Kevin Stapleton
Mayor

ATTEST:

By: _____
Sharon F. Clark
Chief Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Candice K. Lee
City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, California, do hereby certify that the foregoing Urgency Ordinance No. 16-2066 was duly approved and adopted at a regular meeting of the City Council of the City of Covina, California duly held on the 15th day of November 2016, by the following vote of the Council:

AYES: COUNCIL MEMBERS
NOES: COUNCIL MEMBERS
ABSTAIN: COUNCIL MEMBERS
ABSENT: COUNCIL MEMBERS

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Covina, California, this 15th day of November 2016.

Dated: _____
Sharon F. Clark, Chief Deputy City Clerk

Ordinance No. 16-2066

ATTACHMENT “B1”
REPORT ON MEASURES TAKEN TO ALLEVIATE THE CONDITIONS THAT LED
TO THE ADOPTION OF ORDINANCE 15-2047 and 16-2052

Since the adoption of Ordinance 15-2047 and extended by Ordinance No. 16-2052, which established an urgency moratorium on new and expanded used merchandise stores, secondhand and/or thrift stores the City has taken steps to obtain a variety of studies, ordinances, and reports related to used merchandise, secondhand and/or thrift stores.

The continued gathering of information and the study of the variety of documents, particularly other cities’ development standards, will allow Planning Division staff to review and consider any impacts of used merchandise stores, secondhand and/or thrift stores resulting in the possible establishment of appropriate mechanisms to mitigate any potential impacts. Staff’s gathering of information will focus on the following four issue areas.

Thrift Stores, Secondhand and Used Merchandise Stores

According to CMC (Section 17.04.576), a thrift store is defined as an establishment operated by a non-profit organization; therefore, a for-profit type thrift store would not comply with the Zoning Code. Yet, the Zoning Code does not have provisions to address the for-profit type thrift stores, secondhand or used merchandised stores. Based on the research of North American Industrial Classification System (NAIC, US Department of Commerce), any retail stores that sell used merchandise and secondhand goods except for motor vehicles is classified as “Used Merchandise Stores.” The NAIC lists a wide variety of used merchandise stores ranging from clothing (men, women, children), books, furniture, music and records, household items, consignment shops, antique shops, used stores for collectable items such as coins, stamps or cards, etc. Therefore, the CMC definition of Thrift Store as a non-profit organization is very limiting.

Similarities of Thrift Store, Secondhand and Used Merchandise Stores

Thrift stores, secondhand and used merchandise stores have similar operational characteristics. Generally, non-profit organizations, which are usually charities themselves, receive donations and sell them directly to consumers. With respect to for-profit used merchandise stores, they typically purchase donations from charitable organizations, yard sales, overstock stores, as well as accepting donations, and sell them to consumers. Used merchandise stores generally appeal to bargain hunters, consumers in need of inexpensive merchandise or consumers who are environmentally conscious in recycling and not wasting.

General Plan Goals

A General Plan policy (Chapter III3a13) on commercial land use is to “Encourage the capturing of a greater variety of retail business, including stores, shops, and restaurants so as to attract more patrons, generate more sale tax, and improve the community’s image.” The current CMC definition of “Thrift Store” would not encourage the variety of stores and shops that provide a balanced mix of commercial and retail stores for the City. Another General Plan policy (Chapter III 3a7) on commercial land use is to “accommodate new and expanded commercial and industrial developments, for community betterment and image enhancement and related reasons, in a fashion that neither adversely affects the integrity of established commercial and/or industrial areas” Therefore, it is the intent of the General Plan to expand the variety of commercial and retail stores

available in the city. Based on the intent of the General Plan policies, staff is of the opinion that there is a need to update the CMC to address this particular retail land use category.

Need for Update of CMC

The CMC has not been comprehensively updated since approximately 1975. The provisions of the Commercial Zones need to be updated to consolidate uses, more clearly define uses, add uses, and generally clarify the code. As mentioned earlier, City staff is developing a work program to evaluate all commercial zones and uses, and thrift stores, secondhand and used merchandise stores will be included in that effort. Staff intends to bring this comprehensive evaluation and study of the Commercial Zones for the Planning Commission and City Council review in the coming months (beginning of 2016). Therefore, it would be appropriate to establish a moratorium on the development and operation of new secondhand and used merchandise stores in the City, and on the expansion of existing similar uses in the City, while staff is in the process of preparing an update of the regulations for Commercial Zones.

Since adoption of the 45-day moratorium, staff has been collecting information related to the following:

- 1) The concentration of all types of existing used merchandise, secondhand and thrift stores in the City to determine if an over-concentration of used merchandise, secondhand or thrift stores exist and if prior approval of a conditional use permit should be required as part of the planning entitlement process.
- 2) Appropriate definitions for used merchandise, secondhand and thrift stores. The Code currently has no definitions for used merchandise or secondhand stores, and the definition of a thrift store in the Code includes only those that are not-for-profit.
- 3) The provisions of the Zoning Code related to the City's commercial zones need to be updated to consolidate uses, more clearly define uses, add uses, and generally clarify the Code. A work program to evaluate all commercial zones and uses, and thrift stores, secondhand and used merchandise stores will be included in that effort.
- 4) Specific development standards for used merchandise, secondhand and thrift stores, including, but not limited to, hours of operations, outdoor display of merchandise, and minimum building requirements.

EXHIBIT "B2"

INFORMATION BASED ON A SURVEY OF NEIGHBORHOOD CITIES FOR USED MERCHANDISE STORE, SECONDHAND STORES OR THRIFT STORES

GLENDORA

"Secondhand store" means a retail store or reseller operated by a secondhand dealer and offering used clothes, furniture, household appliances or similar merchandise, providing: (1) used merchandise may be purchased for resale or accepted for consignment; and (2) used materials or goods for sale that may require cleaning, repair or assembly or refurbishment before it can be worn or put to normal use. Merchandise may be donated. All business activity, collection, and storage shall be conducted inside the building. Permitted by right in C zones.

"Thrift store" means a retail store offering used clothing, furniture or household items which are in good repair providing: (1) all clothes are displayed on racks, folded on shelves or tables, or in some organized fashion as distinguished from heaps or piles; (2) no merchandise shall be accepted on consignment; and (3) merchandise requires no cleaning, repair assembly, or refurbishment before it can be worn or put to normal use. The majority of merchandise offered for sale can be donated. All business activity and storage shall be conducted inside the building. Permitted by right in C zones.

"Antique store" means a retail business engaged in buying and selling antiques which consist of old objects such as china or furniture considered valuable because of their age, beauty or rarity. All business activity and storage shall be conducted within a building. Permitted by right in C zones.

"Pawn shop" means a business engaged in conducting, managing, or carrying on the business of pawnbroking or loaning money, which includes buying, selling, taking in pawn tangible personal property. All business activities and storage shall be conducted inside the building.

AZUSA

Second Hand Store. A retail store that buys and sells used products and consignment goods, including clothing, furniture and household goods, jewelry, appliances, musical instruments, business machines and office equipment, tools, motors, machines, instruments, firearms, or any similar secondhand articles or objects. Does not include bookstores ("Retail Stores"); secondhand farm and construction equipment ("Construction, Farm, and Heavy Equipment Sales"); junk dealers, or scrap/dismantling yards (Recycling Facilities - Scrap and Dismantling Yards"); the sale of antiques and collectibles ("Retail Stores"); the sale of cars and other used vehicles ("Auto and Vehicle Sales, Leasing, and Rental, Used"); or pawnshops ("Personal Services - Restricted"). Does not include the sale of used items when the volume of such products offered for sale on the premises is 30 percent or less of the total volume offered for sale

(for example video rental stores selling some used videos, record stores selling some used records and/or CDs, etc.).

Section 88.42.180. - Secondhand Stores, Swap Meets, Flea Markets, and Similar Uses.

Where the sale of used merchandise is allowed by Article 2 (Urban Standards), secondhand stores, swap meets, flea markets, and similar uses shall comply with the regulations of this section.

Purpose.

This section establishes a comprehensive set of requirements applicable to secondhand stores, swap meets, flea markets, and similar uses of property. The council finds and determines that these uses pose special concerns due to the small areas occupied by the uses and the increased intensity of commercial use where many different retail establishments operate out of a central location.

Permit Requirement.

Only the uses specifically identified in and authorized by an approved use permit shall be permitted to operate in association with the primary use. Any additional use shall be subject to the requirements of the applicable zoning district.

Location Requirements.

1. No secondhand store, swap meet, flea market, or similar use shall be located within 100 feet of any residential zone, either within the city limits or in an adjacent jurisdiction.
2. No secondhand store, swap meet, flea market, or similar use shall be located within 500 feet of any other existing secondhand store, swap meet, flea market, or similar use.

Findings and Considerations for Approval.

The review authority shall not grant a permit for any use subject to this section unless it finds that the use at the proposed location will be consistent with the general plan and that its operation will not adversely affect the public peace, health, safety, general welfare, or surrounding property values. In granting the permit, the review authority may impose conditions as are necessary and proper to prevent any adverse effect.

In determining whether approval will be granted, the review authority shall consider the following:

Nature and use of real property within 500 feet of the use;

Appropriate measures to provide proper maintenance of the site, including keeping of the premises and surrounding areas free of junk, litter, and debris;

Off-street parking to be provided for the use, including lease arrangements if parking is not provided on the site;

Layout of the operation, whether indoors or outdoors, including all structures, whether permanent or temporary, use for the operation of the business(es);

Provisions for onsite security and traffic controls to satisfy the concerns of the police department;

The types of merchandise to be sold, with restrictions on the sale of alcoholic beverages or other items deemed inappropriate for the use;

Hours and days of operation;

Controls on the occupancy limits on the premises and loitering outside the premises; and

Prevention of adverse effect of the use on adjacent properties.

Compliance with Conditions of Approval.

The applicant shall have 90 days in which to comply with any conditions of approval imposed on the permit.

The review authority may modify the compliance period as appropriate, depending upon the nature and extent of the conditions imposed. In determining whether the compliance period should be modified, the review authority shall consider the following, as applicable.

The severity of any maintenance problems and the time required to implement appropriate measures to rectify the problems;

The nature of the security needs and traffic control concerns and any special concerns of the police department which must be met; and

The time required to secure all necessary permits, licenses, or approvals require by law, resolution, or ordinance.

DUARTE

Secondhand Store. A business involved in the retail sale of used goods and merchandise, whereby the sale of such used goods and merchandise comprise 25 percent or more of total monthly sales volume. This definition does not include pawn shops. Requires CUP allowed in CG

PASADENA

Pawnshops (land use). An establishment engaged in the retail sale of new or secondhand merchandise and offering loans secured by personal property.

17.50.200 - Personal Services - Restricted and Pawnshops

- A. 500-foot separation required. A personal services restricted use or pawnshop shall be a minimum of 500 feet from another personal services restricted use, pawnshop or massage establishment.

- B. How to measure separation. The distance between any structure used as a personal services restricted use or pawnshop and another structure used as a personal services restricted use or pawnshop shall be measured in a straight line, without regard to intervening structures, from the closest property line of the structure used as a personal services restricted use or pawn shop to the closest property line of another structure used as a personal services restricted use or pawnshop.

COVINA

“antique home furnishings” allowed in C-2, C-3, C-3A, C-4, C-5

“antique shop” allowed in TC-C

“thrift store” allowed in C-3, specifically prohibited in TC-C

“pawn shop” has no definition, but specifically prohibited in TC-C

There is a need to change the codes that addresses the following issues:

1. Revise definition of antiques store, delete current definition
2. Delete definition of thrift store
3. Create new definition of Used Merchandise, Secondhand and/or Thrift Stores
4. Create a definition of Pawn Shop
5. Develop operational standards and conditions of approval

ATTACHMENT C
ORDINANCE NO. 16-2052

**AN INTERIM URGENCY ORDINANCE OF THE CITY OF COVINA
EXTENDING A MORATORIUM ON THE ESTABLISHMENT OF NEW
AND EXPANSION OF EXISTING USED MERCHANDISE, SECONDHAND
AND/OR THRIFT STORES WITHIN THE CITY OF COVINA, AND
DECLARING THE URGENCY THEREOF AND MAKING A
DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA
ENVIRONMENTAL QUALITY ACT.**

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

Section 1. Purpose and Intent. The City of Covina intends to ensure that the City's commercially zoned areas maintain an appropriate and balanced mix of commercial and retail uses so as to maintain a vibrant and healthy local economy. A review of the Covina Municipal Code (CMC) indicates that regulations and development standards related to used merchandise stores, secondhand stores and thrift stores are either outdated or lack clarity. The City intends to establish a moratorium on the development and operation of new used merchandise stores, secondhand stores, and thrift stores in the City, and on the expansion of existing similar uses in the City, for the period of time as specified in this Ordinance, so as to permit further study of the City's zoning regulations.

Section 2. Legislative Findings.

A. On December 15, 2015 the City Council of the City of Covina conducted a public hearing, notice of which was given pursuant to Government Code Section 65090, and adopted Ordinance 15-2047, enacting a 45-day moratorium prohibiting the establishment of new and the expansion of used merchandise, secondhand and/or thrift stores within the City of Covina.

B. On January 19, 2016, the City Council conducted a public hearing, notice of which was given pursuant to Government Code Section 65090, on the potential extension of the moratorium imposed by Ordinance 15-2047 and Ordinance 16-2052 was adopted extending the moratorium until December 5, 2016.

C. The City is responsible for adopting and implementing land use regulations within its boundaries. The Covina Municipal Code (CMC), which has not been comprehensively updated since 1975, generally regulates the entitlement, establishment and operation of antique shops and thrift shops within the City. Section 17.04.051 of the CMC defines an "antique shop" as "a place where articles, merchandise and furniture are sold which are over 50 years old, or are sold for a higher price than originally purchased." Section 17.04.576 of the CMC defines "thrift shop" as "a retail establishment operated by a chartered nonprofit organization, offering for sale to the general public various items which have been donated to the organization."

D. Over time, businesses that sell used or secondhand merchandise, other than antique and non-profit thrift shops, have established in the City, including collectible stores, consignment shops and thrift stores operated by for-profit organizations. Since 1975, the character of used merchandise stores, secondhand stores, and thrift stores has changed significantly, including their increased popularity and proliferation. A General Plan goal and policy is to encourage the capturing of a greater variety of retail stores, shops, and restaurants to attract more patrons, generate sales tax

and further improve the community's image (General Plan, Chapter III3a13). It is therefore necessary to update the CMC to encompass all variations of used merchandise stores, secondhand stores and thrift stores, in order to ensure and maintain a balance of a variety of stores in the commercial areas. Another General Plan goal and policy (Chapter III 3a7) is to "accommodate new and expanded commercial and industrial developments, for community betterment and image enhancement and related reasons, in a fashion that neither adversely affects the integrity of established commercial and/or industrial areas nor unreasonably encroaches into residential neighborhoods and that does not impose an undue burden on local infrastructure or services." Because it is the intent of the general plan to expand the variety of commercial and retail stores available in the City, therefore, there is a need to update the CMC to address and expand this particular retail land use category.

E. There is a current and immediate threat to the public health, safety and welfare presented by the establishment of new used merchandise stores, secondhand stores and thrift stores and the expansion of existing used merchandise stores, secondhand stores, and thrift stores. Without establishing appropriate zoning regulations within the various Commercial Zones that could accommodate this particular type of land use category, it would be inconsistent with the General Plan goals and policies of capturing a greater variety of retail stores and providing a balanced mix of retail stores.

F. The City Council finds that additional planning and research are necessary to study the adequacy of its existing ordinances before the City adopts any regulation governing used merchandise stores, secondhand stores and thrift stores. The City requires a sufficient and reasonably limited time to consider and study legally appropriate and reasonable policies regulating these businesses in order to prevent negative impacts on City residents, businesses and visitors. The City intends to undertake such a study within a reasonable time. Given the time required to undertake the study and planning, the City Council finds that it is necessary that the urgency moratorium be extended to ensure that no used merchandise stores, secondhand stores, or thrift stores that may be in conflict with the contemplated new development or use policies are permitted in the interim.

G. Absent the passage of this Urgency Ordinance, continued approval of entitlements for used merchandise stores, secondhand stores or thrift stores poses a current and immediate threat to the public health, safety or general welfare. If this Urgency Ordinance does not become effective immediately, but instead becomes effective thirty (30) days after a second reading, there is a risk that further harm will be done to prevent the orderly development of used merchandise stores, secondhand stores and thrift stores in the City. There is therefore an urgent necessity for the City to adopt a moratorium on the establishment of new used merchandise stores, secondhand stores and thrift stores and the expansion of existing used merchandise stores, secondhand stores, and thrift stores to take effect immediately. This moratorium is intended to provide the City with an opportunity to strengthen its zoning provisions to promote an appropriate and healthy mix of commercial retail uses in the City.

H. For the reasons specified in above, and based on all the evidence in the record, the City Council finds that there is a current and immediate threat to the public health, safety and welfare presented by the unregulated development or operation of new used merchandise stores, secondhand stores and thrift stores and the expansion of existing used merchandise stores, secondhand stores and thrift stores in the City that would be inconsistent with the City's land use goals. In the absence of immediate effectiveness, the approval of building permits or any other applicable entitlements for

such development or use or will frustrate the City's ability to adopt and enforce appropriate regulations designed to protect surrounding development, use, and the public health, safety, and welfare from the potentially adverse effects of new or expanded used merchandise stores, secondhand stores, and thrift stores. Due to the foregoing circumstances, the City Council finds and determines that the immediate preservation of the public health, safety, and welfare requires that this Urgency Ordinance be enacted as an urgency ordinance pursuant to Government Code Section 65858, that it take effect immediately upon adoption, and that its urgency is hereby declared.

Section 3. CEQA Finding. The City Council hereby finds that it can be seen with certainty that there is no possibility the adoption of this Urgency Ordinance will have a significant effect on the environment because the adoption of this Urgency Ordinance will maintain the current environmental conditions arising from the current land use regulatory structure as adopted by the City, will preclude the establishment of a category of uses for a limited period of time, and will serve to reduce potential significant adverse environmental impacts caused by the establishment of any new used merchandise stores, secondhand stores, or thrift stores or expansion of any existing used merchandise stores, secondhand stores, or thrift stores. The City Council therefore determines that the adoption of this Urgency Ordinance and the effects derivative from its adoption are exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

Section 4. Moratorium Established.

A. Based upon the findings contained in Sections 1 through 3, the City of Covina hereby establishes a moratorium on the development or operation of new used merchandise stores, secondhand stores and thrift stores in the City and the expansion of existing used merchandise stores, secondhand stores and thrift stores in the City.

B. For purposes of this Urgency Ordinance, the terms, "used merchandise store", "secondhand store" and "thrift store" mean any retail establishment selling used or secondhand merchandise, including, without limitation, an antique store, collectible store, thrift store or consignment shop.

C. For purposes of this Urgency Ordinance, the terms "used merchandise" and "secondhand merchandise" shall mean any item that was previously owned or used, including, without limitation, clothing, jewelry, furniture, books, household items, antiques, toys and tools.

D. For purposes of this Urgency Ordinance, the term "new" shall mean any used merchandise store, secondhand store or thrift store in the City that has not obtained approval of the land use from City's Planning Division and a building permit from City's Building Division or operation in its present location prior to the effective date of this Ordinance.

Section 5. Moratorium Defined. Notwithstanding any other ordinance or provision of the CMC:

A. The establishment or operation of any new used merchandise store, secondhand store or thrift store use, or the expansion of any existing used merchandise store, secondhand store, or thrift store use, is prohibited during the term of the moratorium established in Section 4 above.

B. The City shall not approve any new or pending application for any permit, license or other entitlement for the establishment, operation or expansion of any used merchandise store, secondhand store or thrift store use during the term of the moratorium established in Section 4 above.

Section 6. Moratorium Term. This Urgency Ordinance shall expire, and the moratorium established hereby, shall terminate ten (10) months and fifteen (15) days after the date of adoption of this Urgency Ordinance, unless extended by the City Council, at a regularly noticed public hearing, pursuant to California Government Code Section 65858.

Section 7. Report on Measures Taken. Staff has prepared a report available ten days before January 19, 2016 (the expiration date of the 45-day moratorium) studying options with respect to the operations and regulations of used merchandise stores, secondhand stores and/or thrift stores and said study is incorporated into this Ordinance by reference.

Section 8. Exceptions. This Urgency Ordinance and the moratorium enacted hereby shall not affect any existing used merchandise store, secondhand store, or thrift store use, including, without limitation, antique and thrift shops, previously approved pursuant to the CMC that do not seek an expansion in use. All existing used merchandise or secondhand and/or thrift store permittees shall comply with the requirements of the CMC and the terms and conditions of any permit issued pursuant thereto. Further, the provisions of Section 4 of this Urgency Ordinance shall not apply to vehicle sales establishments and vehicle parts sales establishments.

Section 9. Immediate Effect. This Urgency Ordinance is an urgency ordinance for the immediate preservation of the public peace, health, and safety within the meaning of Government Code Section 36937(b) and therefore shall be passed immediately upon its introduction and shall become effective immediately upon its adoption, by a minimum four-fifths (4/5) vote of the City Council.

Section 10. Penalty. A violation of any provision of this Urgency Ordinance shall constitute a misdemeanor and shall be punishable by a fine not to exceed One Thousand Dollars (\$1,000) or by imprisonment for a period not to exceed six (6) months, or by both such fine and imprisonment. Each and every day such a violation exists shall constitute a separate and distinct violation of this Ordinance. In addition to the foregoing, any violation of this Ordinance shall constitute a public nuisance and shall be subject to abatement as provided by all applicable provisions of law.

Section 11. Planning Studies and Written Report. The City staff shall continue the studies they may deem necessary and appropriate to make recommendations to this City Council regarding the development, use and expansion of used merchandise stores, secondhand stores and thrift stores in the City and the criteria for regulating these uses. Pursuant to Government Code Section 65858(d), City staff shall prepare and submit for City Council adoption, at least ten (10) days prior to the expiration of this Urgency Ordinance, or any extension hereof, a written report describing the measures taken to alleviate the conditions that led to the adoption of this Urgency Ordinance.

Section 12. Extension of Time. The Director of Community Development and the City Clerk shall undertake all actions legally necessary to extend this Urgency Ordinance in the event the report desired by this City Council will not be concluded on or before the ten-months and fifteen-days subsequent to the adoption of this Urgency Ordinance.

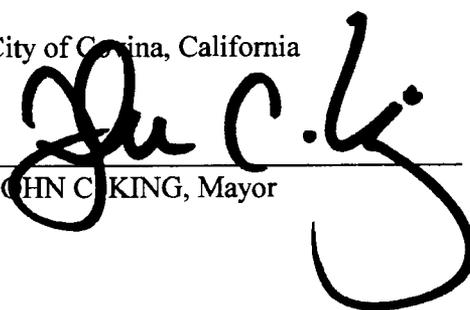
Section 13. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Urgency Ordinance or any part thereof is for any reason held to be invalid or enforceable by a court of competent jurisdiction, the remaining portion of this Ordinance shall nonetheless remain in full force and effect. The people of the City of Covina hereby declares that they would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared invalid or unenforceable.

Section 14. Publication and Posting. The City Clerk shall certify to the passage of this ordinance and shall cause the same to be entered in the book of original ordinance of said City; shall make a minute passage and adoption therefor in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (150 days after the passage and adoption thereof, cause the same to be published as required by law, in a local weekly newspaper of general circulation and which is hereby designated for that purpose.

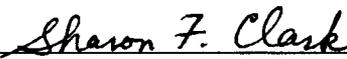
PASSED, APPROVED and ADOPTED this 19th day of January 2016.

City of Covina, California

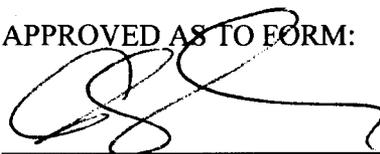
BY:


JOHN C. KING, Mayor

ATTEST:


SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

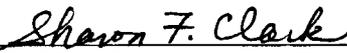

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, California, do hereby certify that Urgency Ordinance No. 16-2052 was duly approved and adopted at a regular meeting of the City Council on the 19th day of January 2016, by the following vote:

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

Dated: January 20, 2016



SHARON F. CLARK, Chief Deputy City Clerk

THIS PAGE LEFT INTENTIONALLY BLANK



CITY OF COVINA

AGENDA REPORT

ITEM NO. CB 1

MEETING DATE: November 15, 2016

TITLE: First Amendment to Professional Services Agreement with Blueray Management LLC to Provide Seasonal Aquatics Programs and Services

PRESENTED BY: Amy Hall-McGrade, Parks & Recreation and Library Services Director
Lisa Evans, Parks & Recreation Manager

RECOMMENDATION: Approve First Amendment to Professional Services Agreement with Blueray Management LLC to Provide Seasonal Aquatics Programs and Services

BACKGROUND:

On February 16, 2016, the City entered into a Professional Services Agreement with Blueray Management LLC to provide seasonal aquatics programs and services, including swim lessons, swim team, aquatic exercise classes, lifeguard training, junior lifeguard training, and lifeguard services for recreational swimming, lap swimming, pool rentals, and other aquatics special events.

On October 18, 2016, staff provided a report to City Council during a study session recapping the 2016 season as operated by Blueray Management, with a recommendation to extend the Agreement for an additional one-year term.

DISCUSSION:

The 2016 Aquatics season was the first to operate with a contracted service provider. Blueray Management LLC brought many years of experience in the aquatics industry and their Five-Level Progressive Learn-To-Swim program to the Covina Park pool. Blueray Management was responsible for all aspects of programming, including the training and hiring of swim instructors and lifeguards, daily management and supervision of the aquatic center operations, coordination of swim lessons, swim team, recreational swimming, lap swimming, and aquatic exercise classes. The City retained the responsibilities of swim lesson registration, acceptance of monetary payments at the aquatics center, and pool and aquatic center maintenance.

Issues and problems did arise prior to and throughout the season, most notably:

- Registration by swim level was difficult and confusing
- Blueray's staffing levels were not sufficient at the start of the season
- Organizational deficiencies affected swim lessons and swim team
- Maintenance and cleaning deficiencies, primarily in locker rooms and restrooms, resulted in many customer complaints

Blueray Management was very responsiveness when problems or issues arose. Changes throughout the season were implemented and additional solutions discussed in a post-season meeting. These include:

- Change in the management/supervisory structure at the aquatics center
- Initiating the process of Lifeguard training and hiring earlier in the year
- Altering the program schedule to eliminate poorly attended classes, and replacing with more popular programs
- Revising the registration process so participants are registered by age, and not by swim level
- Improving the coordination with City maintenance staff to ensure facility is cleaned and maintained at an acceptable level, as well as potentially adding seasonal contracted janitorial maintenance for the Aquatics Center building

In addition to staff's observations and analysis of the program, customer feedback is extremely important. A total of 600 patron evaluations were received this season. Overall, the ratings and comments were very positive, with the vast majority being in the "Excellent" and "Good" categories.

Based on the above changes, favorable patron evaluations, and strong potential for an even more successful second season with Blueray Management, staff's recommendation is to extend the agreement for an additional year.

FISCAL IMPACT:

Per the Agreement, Blueray Management receives 90% of the instructional program fees received, and is paid on an hourly basis for lifeguarding services for recreational swimming, lap swimming, pool rentals, and other aquatics programs as directed by the City. The expenditure for fees paid to Blueray Management is included in the FY 2016-2017 adopted budget in account 1010 AQ02 51600.

The overall net cost to the City was lower with the contractual services provided by Blueray, as compared to the City-run program. In addition to the direct savings of approximately \$13,340 in the Aquatics Division cost center, an additional savings of approximately \$55,000 was realized by the elimination of the full-time Recreation Services Supervisor position.

Additionally, the City realized significant cost savings of hiring, and maintaining on payroll, a minimum of 55 part-time employees necessary to run the Aquatics program each summer. This includes:

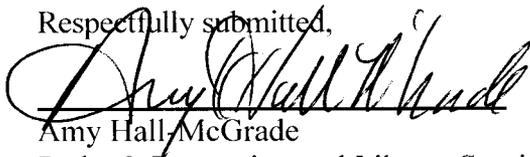
- Staff time spent opening recruitment, screening applications, interviewing, and onboarding total approximately \$3,600
- Fingerprint screenings total \$2,310
- Medical exam/drug screenings total \$2,475
- Ongoing cost of approximately \$700 per month for payroll processing
- Staff uniforms total \$4,900

The agreement with Blueray also provides \$4,000,000 of liability insurance, relieving the City of a significant portion of the program's liability. Additionally, all workers' compensation insurance and costs are Blueray's responsibility.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Amy Hall-McGrade", written over a horizontal line.

Amy Hall-McGrade

Parks & Recreation and Library Services Director

ATTACHMENTS:

Attachment A: First Amendment to Professional Services Agreement with Blueray Management LLC

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF COVINA AND BLUERAY MANAGEMENT LLC
TO PROVIDE SEASONAL AQUATICS PROGRAMS AND SERVICES**

THIS FIRST AMENDMENT is made and entered into as of November 15, 2016 by and between the City of Covina, a California municipal corporation (hereinafter referred to as "City"), and Blueray Management LLC, a California limited liability company (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This First Amendment is made with the respect to the following facts and purposes:
 - a. On February 16, 2016, the City and Consultant entered into that certain Professional Services Agreement for seasonal aquatics programs and services for an amount not to exceed Two Hundred Twenty Thousand Dollars (\$220,000.00).
 - b. The term of the Agreement entered into on February 16, 2016 will expire on December 31, 2016.
 - c. The parties now desire to extend the term of the agreement to December 31, 2017, and to amend the agreement as set forth in this First Amendment.
2. Section 1 of the Agreement entitled "**TERM OF AGREEMENT**" is hereby amended to read as follows:

"The term of this Agreement shall be from the Effective Date through December 31, 2017, unless sooner terminated as provided in Section 13 of this Agreement. The Parties may, upon mutual written agreement, extend the term of this Agreement for two (2) additional one (1) year terms. In no event shall the Agreement be extended beyond December 31, 2018."
3. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

The parties, through their duly authorized representatives, are signing this First Amendment on the date stated in the introductory clause.

[SIGNATURE PAGE FOLLOWS]

City:

City of Covina,
a California municipal corporation

By: _____

Name: Kevin Stapleton
Title: Mayor

ATTEST:

By: _____

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

APPROVED AS TO FORM:

By: _____

Name: Candice K. Lee
Title: City Attorney

Consultant:

Blueray Management, LLC,
a Limited Liability Company

By: _____

Name: _____
Title: _____

By: _____

Name: _____
Title: _____

*(Two signatures of corporate officers required
for corporations under Corporations Code
Section 313, unless corporate documents
authorize only one person to sign this
Agreement on behalf of the corporation.)*

THIS PAGE LEFT INTENTIONALLY BLANK



CITY OF COVINA

AGENDA REPORT

ITEM NO. NB 1

MEETING DATE: November 15, 2016

TITLE: City Council consideration of participation in the 2017 Greater Los Angeles Homeless Count

PRESENTED BY: Brian K. Lee, Director of Community Development

RECOMMENDATION: Consider participation in the 2017 Homeless Count and Approve the Opt-In Program Agreement for the 2017 Greater Los Angeles Homeless Count Opt-In Program with the Los Angeles Homeless Services Authority, subject to final approval of terms by the City Attorney, and authorize the City Manager or his designee to sign related documents

BACKGROUND:

The U.S. Department of Housing and Urban Development (HUD) requires all Continuum of Care systems funded by HUD to complete a homeless count no less than every other year. The Los Angeles Homeless Services Authority (LAHSA) is the Continuum of Care provider for homeless services for our region, and lead agency for the 2017 Greater Los Angeles Homeless Count (Count), which will take place in the San Gabriel Valley on Tuesday night, January 24, 2017. An information sheet for the Count is attached as Attachment A.

The Street Count refers to the process of counting homeless persons residing in shelters or living on the street, in parks, cars or other places not meant for human habitation. In the Los Angeles Continuum of Care, the Homeless Count occurs on an annual basis and consists of four components: 1) the street count; 2) the demographic survey; 3) the shelter count; and 4) the youth count. Using the results from all four components of the Homeless Count, cities are able to estimate a point-in-time number of the homeless families and individuals who are sheltered and unsheltered in their jurisdictions.

DISCUSSION:

Cities are given the option of participating in the Count. Covina has indicated that it may participate, depending on the decision tonight. If the decision is to Opt-In, LAHSA has requested that the 2017 Greater Los Angeles Homeless Street Count Opt-In Program Agreement (“Agreement”), attached as Attachment B, be signed. The Agreement commits the City to participating in the Count, which LAHSA will oversee and supervise. At the Count’s close, LAHSA will give the City an estimate of how many homeless people reside in the City.

For the 2017 Count, if a City does not opt-in, community groups will be allowed to partner with LAHSA.

The most significant obligations under the Agreement are as follows:

- No homeless sweeps prior to and during the Count: During the 30 days prior to the Homeless Count (and on the nights of the Count), the City agrees NOT to conduct homeless sweeps or similar law enforcement activities that would move homeless persons out of the area.

The police department will be made aware of this provision so law enforcement efforts do not conflict with the Count.

- Identify City staff contact: The Agreement requires that a Deployment Center Coordinator be identified. The Senior Housing/CDBG Economic Development Manager will be the identified staff person.
- City facilities, volunteers and census tracts: The City must provide a site for volunteer training and coordination facilities on the night of the Count, and the City must also recruit volunteers. Approximately eleven census tracts in Covina will be counted, and approximately fifty volunteers will be needed.
- Security/Police Services: Each site requires a City-provided security guard or police officer.

The actual number of census tracts to be counted by Covina is still in discussion with LAHSA. The City has received a request to count additional tracts in the adjoining County unincorporated area.

On January 24, 2017, the Deployment Site for the Count will be the Covina Library Community Room. Volunteers will receive training before they are deployed. The Count will start at approximately 8 p.m. and the Site will be open up to 2 a.m. or until the Count is complete.

The Agreement provided by LAHSA (Attachment B) includes a Waiver of Liability Agreement for Adult Volunteers. A minimum age of 18 is required to participate in the Covina street homeless count. Before the Agreement is finalized, LAHSA will also need to approve any changes required by the City Attorney.

Additional information and information on signing up as a volunteer is available on the 2017 Homeless Count website, <http://www.theycountwillyou.org>

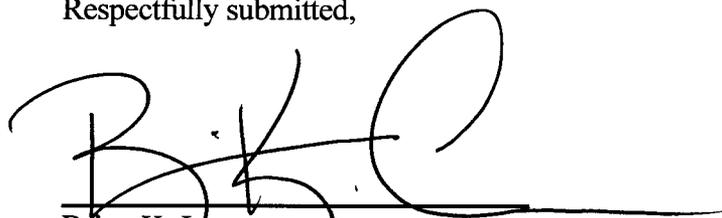
FISCAL IMPACT:

The City's maximum exposure is \$200 which will be paid by the general fund account 1010400053200. The count will be completed by volunteers.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

This activity will not result in a reasonably foreseeable change to the physical environment; it is exempt from CEQA under State CEQA Guidelines 15061 (b) (2) and (3) and does not constitute a project.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'B.K. Lee', written over a horizontal line.

Brian K. Lee
Director of Community Development

EXHIBITS

- A. Information sheet
- B. Agreement with LAHSA



**Greater
Los Angeles
Homeless
Count**

SAVE THESE DATES

TUESDAY, JANUARY 24

8:00PM

SPA 2 — SAN FERNANDO VALLEY

SPA 3 — SAN GABRIEL VALLEY

SPA 7 — EAST LOS ANGELES COUNTY

WEDNESDAY, JANUARY 25

8:00PM

SPA 5 — WEST LOS ANGELES

SPA 8 — SOUTH BAY / HARBOR

THURSDAY, JANUARY 26

6:00AM

SPA 1 — ANTELOPE VALLEY

8:00PM

SPA 4 — METRO LOS ANGELES

SPA 6 — SOUTH LOS ANGELES

VOLUNTEER TODAY!

FOR REGISTRATION

&

MORE INFORMATION:

WWW.THEYCOUNTWILLYOU.ORG



Los Angeles has the highest street homeless population in the nation. Every day we see them – men, women and children with no place to call home. But we don't have to accept homelessness as an unsolvable problem. With your help we can end homelessness.

The Los Angeles Homeless Services Authority (LAHSA) is the lead agency responsible for coordinating the Greater Los Angeles Homeless Count – an on-the-ground census of our homeless neighbors in need of support. With the assistance of over 6,000 volunteers, we will conduct the largest Homeless Count in the nation between January 24-26, 2017 to determine the number and scope of individuals and families residing on the streets, in shelters and other institutions serving the homeless across Los Angeles. Data from the Count will allow us to target resources to those most in need and raise awareness of an epidemic impacting more than 47,000 people in our midst.

We are actively seeking an alliance to help eradicate homelessness and support the thousands of volunteers who lend their valuable time, talents and resources to this effort. Partnering with the Homeless Count is a meaningful way to give back to the communities in which you operate. It connects you with your constituents, members, and customers engaged in this vital issue, while garnering recognition in Homeless Count online and offline promotions.

There are many types of potential partnerships to support the 2017 Greater Los Angeles Homeless Count, including:

- **Volunteer!** Signing up a team of employees to volunteer for the Homeless Count. You can sign up at www.theycountwillyou.org
- **Donate!** Providing in-kind donations or store credits for food and beverages for volunteers at deployment sites during the Homeless Count or for prizes/giveaways for Super Volunteers.
- **Spread the word!** Sharing information about the Homeless Count and calling for volunteers through your advertising, outreach or other communications channels (e.g. newsletters, social media channels, online forums).
- **Advertise!** Hanging posters/sharing tiers in your business, non-profit, community venue or house of worship.
- **Host a training!** Inviting a Homeless Count representative to speak at a community event or business forum – to shine a light on the issue of homelessness in Los Angeles and engage volunteers.

LAHSA is a Joint Powers Authority created by the City and County of Los Angeles to address the problems and solutions around homelessness on a regional level. LAHSA is a tax-exempt political subdivision of the State of California.

We are excited to explore how we can mutually benefit in serving our community and helping to stem the tide of homelessness among the many at-risk men, women and children among us. Your generosity will provide the resources necessary for a successful campaign.



SAVE THESE DATES

TUESDAY, JANUARY 24

8:00PM

SPA 2 — SAN FERNANDO VALLEY

SPA 3 — SAN GABRIEL VALLEY

SPA 7 — EAST LOS ANGELES COUNTY

WEDNESDAY, JANUARY 25

8:00PM

SPA 5 — WEST LOS ANGELES

SPA 8 — SOUTH BAY / HARBOR

THURSDAY, JANUARY 26

6:00AM

SPA 1 — ANTELOPE VALLEY

8:00PM

SPA 4 — METRO LOS ANGELES

SPA 6 — SOUTH LOS ANGELES

VOLUNTEER TODAY!

FOR REGISTRATION
&

MORE INFORMATION:

WWW.THEYCOUNTWILLYOU.ORG



Q How does counting homeless persons help to reduce and end homelessness?

A We need to know the size and scope of homelessness throughout Los Angeles County. In order to make a difference in the lives of our homeless residents, we need to know who they are and where they reside; the count is the first step to our goal of helping homeless persons find permanent housing. The data gathered from the count allows us to assess how and where homeless persons can best be served.

Q I've never done this before. How will I know how to count homeless people?

A All volunteers will be fully trained and provided with equipment and materials.

Q Can I select which area I want to volunteer in?

A Yes! We encourage volunteers to count in the community they are most familiar with! Visit www.TheyCountWillYou.org to register and indicate your area preference.

Q What is the time commitment and expected schedule for the Homeless Count?

A Please reference the left sidebar for scheduling, but the time commitment is generally 3–5 hours for most volunteer roles on the day/night of the Count. However, if you would like to also volunteer before and after the Count, please let us know when you register.

Q What will I be doing as a volunteer?

A There are many ways you can participate to make the Homeless Count a success. Volunteering opportunities include:

- **Volunteer Trainers** to be responsible for training all Volunteer Counters at a specific deployment site for up to 4 hours on the day/night of the Count. Trainers take on a leadership role and must be comfortable giving direction.
- **Volunteer Counters, Drivers or Navigators** to receive training and materials on the day of the Count from trained volunteers and be deployed in groups of 2 – 4 to count specific blocks in an area. Each position will be outside counting for up to 4 hours.
- **Office Volunteers** making phone calls to recruit volunteers; helping with data entry; providing support at Headquarters. Shifts of 2–4 hours on the night of the Count. You can also decide if you want to volunteer before, during and/or after the Count.

Q Can I invite others to join?

A Yes! Once you're registered, you can invite as many people as you would like by simply sending them the deployment site registration link.

Q I'm younger than 18, Can I volunteer?

A Yes! Youth 17 years and younger can sign up as volunteers to work at LAHSA before, during, and/or after the Count. On the night of the Count they can also work 2-4 hours at a deployment site. However, youth can not participate as street count volunteers.

**2017 GREATER LOS ANGELES HOMELESS STREET COUNT
OPT-IN PROGRAM AGREEMENT
January 24-26, 2017**

This Opt-In Program Agreement (Agreement) sets forth partnership roles and responsibilities between LAHSA and the Opt-In Partner during the 2017 Greater Los Angeles Homeless Street Count.

BACKGROUND

The Los Angeles Homeless Services Authority (LAHSA) is a joint powers authority formed by the City and County of Los Angeles in 1993, to address the problems of homelessness in Los Angeles. LAHSA is the lead agency of the Los Angeles Continuum of Care (LA CoC). The LA CoC includes 85 cities and the unincorporated areas of Los Angeles County, excluding only the cities of Glendale, Long Beach and Pasadena, as each of those three cities operate their own independent Continuums.

The Street Count refers to the process of counting homeless persons residing in shelters or living on the street, in parks, cars or other places not meant for human habitation; as well as conducting the Housing Inventory Chart (HIC), an enumeration of the number of shelters, beds and units dedicated to housing homeless persons. Since 2005, LAHSA has coordinated seven Greater Los Angeles Homeless Counts. The Homeless Count occurs on an annual basis and consists of four components: 1) the street count; 2) the demographic survey; 3) the shelter count; and 4) the youth count.

The 2016 Homeless Count was the largest census in the country, benefitting from the support of more than 7,500 volunteers. In 2016 the Homeless Count discovered that at any given point-in-time approximately 46,874 people experience homelessness in Los Angeles County. The data gathered from the 2016 Homeless Count is extremely valuable to our mission of ending homelessness. It supplies government agencies, service providers and housing providers with a reliable estimate of the homeless population in the City and County of Los Angeles, including sub-regions such as Service Planning Areas (SPAs), Supervisorial Districts (SDs) and Council Districts (CDs) within the City of Los Angeles. It also provides an array of demographic information.

The current methodology enables Opt-In City/Community Areas to coordinate a homeless count within their borders, using locally recruited volunteers from public and private agencies. In 2016, 175 cities and communities enumerated all of their census tracts. Using the results from all four components of the Homeless Count, cities are able to estimate a point-in-time number of the homeless families and individuals who are sheltered and unsheltered in their jurisdictions.

The Opt-In Program gives cities, communities and other jurisdictions the opportunity to obtain locally-specific data at a high confidence level. Full enumeration of every agreed-upon census tract within each City/Community Area will provide more granular data and can substantially aid efforts to evaluate existing homeless services and plan for future measures to address local homelessness in your community.

A. OPT-IN PARTNER RESPONSIBILITIES

An Opt-In Partner is a City incorporated under the laws of the State of California; another form of local jurisdiction authorized by State law, City or County ordinance; or a faith-based or community organization that has committed to participate in the 2017 Opt-In Program. Opt-In Partners are responsible for completing or participating in activities that contribute to completing the full enumeration (a complete count) of all unsheltered homeless persons in the agreed-upon census tracts in their City/Community Area. (EXHIBIT A)

To achieve continuous, reliable counts of unsheltered homeless persons, it is strongly encouraged that at least 30 days prior to the Homeless Count, your City/Community Area does not target homeless persons in order to conduct sweeps, as doing so would move homeless persons outside of the boundaries of your area and impact the accuracy of the Homeless Count.

The Opt-In Partner will choose the level of participation and responsibility in the Opt-In Program for the City/Community Area description indicated in EXHIBIT A, by checking the box(s) below:

1. Deployment Site- I agree to complete the Deployment Site Worksheet - EXHIBIT B, to provide the name, address, telephone number, capacity and picture of each Deployment Site; and provide the name, office number, cellular number and email address of the Deployment Site Access Provider. A Deployment Site is a location within your area, on the day of the street count, from which volunteers will be deployed to perform the 2017 Homeless Count, which meets the following requirements:

- Is NOT currently a site where services are provided to homeless people at night;
- Has the capacity and sufficient space tables and chairs for the specified number of volunteers for your area;
- Is able to maintain sufficient cellular phone service coverage and/or has Wi-Fi access points, landline telephone lines, or another comparable means of communication in the absence of a sufficient mobile service signal;
- Compliant with ADA requirements for facilities including ADA accessible restroom facilities;
- Includes, or is adjacent to, ample free parking;
- Is located within the Opt-In boundaries approved by LAHSA;
- Has a confirmed Deployment Site Access Provider to assist with logistics and coordinating access during the 2017 Homeless Count, either by providing all necessary keys or being present to grant access during the Homeless Count. A Deployment Site Access Provider is the contact person or persons who will be responsible for providing access to each of the designated Deployment Sites in your area on the day of the training and on the day of the Homeless Count.

2. Deployment Site Coordinator- I agree to complete the Deployment Site Coordinator worksheet, EXHIBIT C) to designate and provide the name, office number, cellular number and email address of the Deployment Site Coordinator, who has the following responsibilities/duties:

- Directing the operations at a volunteer Deployment Site for the day of the Homeless Count, including but not limited to the set-up of the site.

- Ensuring that volunteers are deployed in teams to the proper locations;
- Tracking all volunteer teams to ensure that they return in a timely manner;
- Assisting with volunteer questions;
- Reviewing all incoming tally sheets for accuracy;
- Communicating and coordinating with the LAHSA Regional Coordinator
- Coordinating the pick-up and drop-off of all 2017 Homeless Count materials with LAHSA
- Participating in training and ensuring other appropriate volunteer-staff attend trainings to support the successful implementation of the Homeless Count.
- Ensuring that each adult volunteer signs a release and waiver (EXHIBIT D), and a parent or legal guardian of each minor volunteer (under 18 years of age) completes and signs a release and waiver (EXHIBIT E), indemnifying LAHSA and your City/Community Area from any liability during their participation on the day of the Homeless Count. Minors must be at least 14 years of age.
- Coordinating with the LAHSA Regional Coordinator and providing regular communication regarding progress and issues.

3. Volunteer Recruitment- I agree to ensure a continuous and consistent volunteer recruitment including providing volunteer lists from the volunteer management system. I commit to recruit for the City/Community Area listed in EXHIBIT A. I understand that depending upon deployment needs on the day of the Homeless Count, my volunteers may be asked to be deployed to conduct 2017 Homeless Count activities outside of or adjacent to my City/Community Area.

4. Security- I agree to ensure that there is an unarmed security guard or police officer at each Deployment Site on the day of the Homeless Count. LAHSA will provide support for this requirement on a case by case basis.

5. Food- I agree to provide a light meal and beverages to volunteers on the day of the Homeless Count.

B. LAHSA RESPONSIBILITIES

In order to ensure a successful enumeration of homeless persons across the LA CoC, LAHSA will be responsible for providing the following:

1. The Planning Manager shall be responsible for interfacing with LAHSA, managing the LAHSA Regional Coordinators, and overseeing their execution of 2017 Homeless Count activities within each Service Planning Area (SPA). The LAHSA Regional Coordinator will be the designated lead within the SPA and is responsible for managing, directing and overseeing the planning, logistics, coordination and execution of 2017 Homeless Count activities;
2. The hiring of a consultant to analyze the data and provide the point-in-time Count results for the LA CoC, including homeless subpopulations and totals by geography, as well as a 2017 Homeless Count report.
3. Training the Deployment Site Coordinators and 2017 Homeless Count volunteers. Deployment Site Coordinators will receive training on Homeless Count preparation, data collection, safety

procedures and other relevant training, as needed. Volunteers will receive training on standard enumeration and safety procedures;

4. Providing materials necessary for a successful Homeless Count, including, but not limited to, scanned copies (PDFs) of all the documentation needed to conduct the unsheltered and sheltered Homeless Count, as well as the demographic surveys;
5. Providing a determination of the specific census tracts that need to be counted, in order to achieve a full enumeration of unsheltered homeless persons in your area. LAHSA and the Opt-In Partner must be in agreement regarding the census tracts to be counted (EXHIBIT A) prior to the execution of this AGREEMENT.
6. Based upon the number of census tracts to be enumerated in each area, LAHSA will provide Opt-In Partners with an estimate of the minimum number of volunteers needed to successfully complete the Homeless Count in that area (EXHIBIT A);
7. Based upon the number of census tracts to be counted and the geographic characteristics of each area, LAHSA will provide Opt-In Partners with a determination of the specific number of Deployment Sites that will be needed for a successful Homeless Count in that area. (EXHIBIT A);
8. Providing Opt-In Partners with an Opt-In Summary Report produced by the 2017 Homeless Count, based on the successful enumeration of 100% of all census tracts in the Opt-In Partner's area (Exhibit A).

C. REGIONAL COORDINATOR RESPONSIBILITIES

In order to ensure a successful enumeration of homeless persons within each participating City/Community Area, a designated Regional Coordinator is responsible for assisting with the following:

1. Maintaining general oversight and management support in conducting the Homeless Count, youth count, shelter count and demographic survey.
2. Outreaching and recruiting of Opt-In Partners.
3. Collaborating with SPA stakeholders to leverage resources and coordinate logistical support prior to and during the 2017 Homeless Count, including, but not limited to, identifying potential Deployment Sites, obtaining security personnel and other relevant Homeless Count duties.
4. Providing support with volunteer outreach, recruitment and tracking.
5. Providing support by obtaining SPA-level sponsorships.
6. Supplying materials necessary for a successful Homeless Count.
7. Providing ongoing guidance, tools, and assistance to Site Coordinators and other relevant volunteers.

D. RELEASE, INDEMNITY, AND WAIVER OF LIABILITY

1. The Opt-In Partner hereby agrees to waive, discharge, and release LAHSA and any of its employees, agents, officers and stakeholders from and against all lawsuits and causes of action, or liability for any loss or claim for damages of any nature whatsoever, including injury to person or property.
2. The Opt-In Partner further agrees to indemnify and hold LAHSA and any of its employees, agents, officers and stakeholders harmless from liability for any loss or claim for damages of any nature whatsoever, including injury to person or property, arising from or in any way related to the 2017 Homeless Count.

E. OPT-IN COMMITMENT

The execution of this Agreement by an authorized official of your city or community organization signifies a commitment to participate in the 2017 Opt-In Program and to fulfill all of the responsibilities expected of Opt-In Partners as specified in this Agreement.

F. DATA

RIGHT TO WITHHOLD DATA:

In the event that your City/Community Area decides to OPT-OUT of the 2017 Homeless Count or fails to fulfill its responsibilities under this Agreement, LAHSA reserves the right to withhold any and all data from your City/Community Area produced by the 2017 Homeless Count.

RELEASE OF DATA:

Homeless Count data gathered on the day of the Count shall not be duplicated or released (including but not limited to photocopies, photographs, scanned documents, emails, texts, etc.) until LAHSA's data-analysis by its researchers, is concluded. Once analyzed by its researchers, LAHSA will submit its analysis to the Department of Housing and Urban Development and will publicly release the results in June 2017.

Only the final analyzed results give the accurate picture of homeless people in the region. Data related to the Homeless Count results must be taken from the final results published by LAHSA. Data released from the day of the Homeless Count, including tally sheets or any other documentation, is not permitted.

Prior to release and/or publication of any 2017 Homeless Count data results, Opt-In Partners must obtain written approval from LAHSA for the data to be released or published. Any and all data releases MUST give recognition to LAHSA.



IN WITNESS WHEREOF, the Opt-In Partner and the Los Angeles Homeless Services Authority have caused this Agreement to be executed by their duly authorized representatives.

Responsibility	Name of Opt-In Partner	Name of Authorized Official, Title	Authorized Signature	Date
1. Deployment Site	Covina Library Community Room 234 N. Second Ave., Covina	Donald Penman, Interim City Manager		
2. Deployment Site Coordinator	Nuala Gasser Sr Housing & CDBG Ec Dev Mgr	Donald Penman, Interim City Manager		
3. Volunteer Recruitment	Nuala Gasser Sr Housing & CDBG Ec Dev Mgr	Donald Penman, Interim City Manager		
4. Security	City of Covina Police Department	Donald Penman, Interim City Manager		
5. Food	Light snacks	Donald Penman, Interim City Manager		

For: LOS ANGELES HOMELESS SERVICES AUTHORITY (LAHSA)

By: _____
 Peter Lynn, Executive Director

Day: _____

LIST OF EXHIBITS

- EXHIBIT A** **Approved Census Tracts and Maps of City/Community Area**
- EXHIBIT B** **Deployment Site Worksheet**
- EXHIBIT C** **Deployment Site Coordinator Contact Sheet**
- EXHIBIT D** **Release, Indemnity and Waiver of Liability Agreement for Adult Volunteers**
- EXHIBIT E** **Release, Indemnity and Waiver of Liability Agreement for Youth Volunteers**

EXHIBIT A
APPROVED CENSUS TRACTS
&
MINIMUM REQUIREMENTS

The below table lists the census tracts that have been approved for enumeration as part of the Opt-In Program:

2017 City / LA Neighborhood Council	Community Name	SPA	2017 Census Tract	2017 Volunteers Required (Est.)	2017 Walking/Driving	2017 Road Miles	2017 Area Sq Miles
Covina	Covina	3	40360 0	8	Driving	46.20	0.15
Covina	Covina	3	40370 2	8	Driving	20.83	0.08
Covina	Covina	3	40372 1	8	Driving	23.60	0.73
Covina	Covina	3	40372 2	8	Driving	23.81	0.69
Covina	Covina	3	40570 1	4	Driving	13.41	0.40
Covina	Covina	3	40570 2	4	Driving	16.96	0.52
Covina	Covina	3	40580 0	2	Driving	18.92	0.20
Covina	Covina	3	40590 0	4	Driving	17.08	0.51
Covina	Covina	3	40600 0	8	Driving	28.27	0.82
Covina	Covina	3	40610 1	8	Driving	21.84	0.54
Covina	Covina	3	40610 2	8	Driving	22.71	0.64
2016 Total Tracts and Volunteers			11	70	Total	253.6 2	5.28

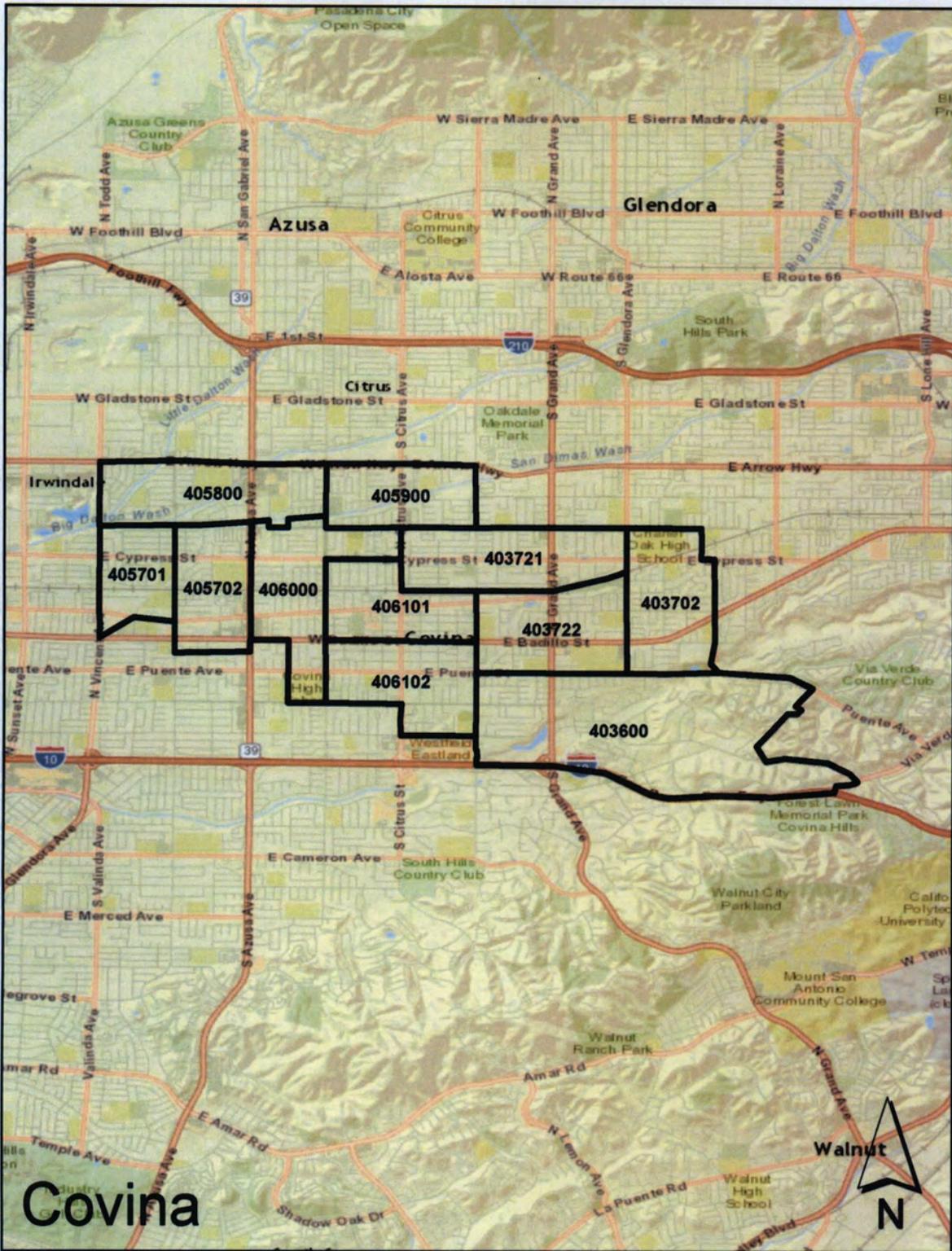




EXHIBIT B

DEPLOYMENT SITE WORKSHEET

Please complete this worksheet and provide a picture for each 2017 Homeless Count Deployment Site.
 City/Community Area Count Day

Site Name

Covina Library Community Room

Address

**234 N. Second Avenue, Covina, CA
 91723**

Location

SPA

3

Site Picture Provided via

_____Hard copy _____Email

Volunteer Capacity

Volunteers
50-80

Parking Address (if different from location)

Special Parking Instructions

Parking available on-site

Tables

as needed

Chairs

as needed

Tracts

11

Internet or Wifi Available?

_____Y _____N

Name

Nuala Gasser

**Deployment Site
 Access Provider**

Email

ngasser@covinaca.gov

Work #

626-384-5442

Mobile #

**Deployment
 Site**

Capacities



EXHIBIT C

DEPLOYMENT SITE COORDINATOR CONTACT SHEET

Name

Nuala Gasser

Email

**Deployment Site
 Coordinator**

ngasser@covina.ca.gov

Work

626-384-5442

Mobile

**Designated
 Contacts**

Name

**Assistant
 Deployment Site
 Coordinator**

Email

Work

Mobile

Name

**Other Deployment
 Site Volunteer Staff**

Email

Work

Mobile

EXHIBIT D

RELEASE, INDEMNITY AND WAIVER OF LIABILITY AGREEMENT FOR ADULT VOLUNTEERS

I. TERMS OF PARTICIPATION IN 2017 GREATER LOS ANGELES HOMELESS COUNT

- I. I understand and agree that the Los Angeles Homeless Services Authority (LAHSA) will be conducting the 2017 Greater Los Angeles Homeless Count (2017 Homeless Count), and that I may volunteer to assist in this important community effort as set forth in this Agreement. As a 2017 Homeless Count volunteer, I also understand that my behavior and actions will be expected to be morally responsible and ethical.
- II. I understand and agree that my services are temporary, and therefore I will only be participating on the day(s) of January 24, 25, and/or 26, 2017 from 8:00 p.m., (unless another time has been specified) until my Street Count shift is finished (approximately between 12:00 a.m. and 2:00 a.m., unless another time is specified). I further understand that I am eligible to participate on all three consecutive days.
- III. I understand that my involvement in the 2017 Homeless Count may be terminated at any time due to inappropriate behavior, reckless endangerment, or lack of sufficient work productivity, and that I may withdraw from the 2017 Homeless Count at any time without any cause or justification.
- IV. I understand and agree that I must complete a 30-minute training session either prior to or on the day of the Street Count as a requirement to participate in the 2017 Homeless Count.
- V. I understand and agree that I will not receive any monetary compensation for attending the 30-minute training session, nor will I receive monetary compensation for any day that I volunteer for the 2017 Homeless Count, unless I am a registered Homeless Stipend Volunteer.
- VI. I understand and agree that I am responsible for transportation to and from the training session and deployment sites on the specified days and times of such events.

II. ASSUMPTION OF RISK

I understand and agree that my participation in the 2017 homeless count as a volunteer holds inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I understand that these risks vary from minor to severe, and I hereby agree to accept all risks of injury, of any nature whatsoever.

III. RELEASE, INDEMNITY, AND WAIVER OF LIABILITY

- A. I understand that my participation is voluntary, and as such, I hereby agree to waive, discharge, and release LAHSA and any of its employees, agents, officers, stakeholders and Opt-In Partners from and against all lawsuits and causes of action, or liability for any loss or claim for damages of any nature whatsoever, including injury to person or property.

- B. I further agree to indemnify and hold LAHSA and any of its employees, agents, officers, stakeholders and Opt-In Partners harmless from liability for any loss or claim for damages of any nature whatsoever, including injury to person or property, arising from or in any way related to my participation in the 2017 Homeless Count.

I have carefully read and fully understand the meaning and effect of the foregoing statements, and without reservations I would like to participate in the 2017 Greater Los Angeles Homeless Count.

Volunteer Name: _____
Print Name

Volunteer Signature: _____
Signature

Day of Signature: _____ / _____ / _____
Month Day Year

EXHIBIT E

RELEASE, INDEMNITY AND WAIVER OF LIABILITY AGREEMENT FOR YOUTH VOLUNTEERS

I. TERMS OF PARTICIPATION IN 2016 GREATER LOS ANGELES HOMELESS COUNT

- A. I understand and agree that the Los Angeles Homeless Services Authority (LAHSA) will be conducting the 2017 Greater Los Angeles Homeless Count (2017 Homeless Count), and that my son, daughter or other minor dependent age 14 and up, may volunteer to assist in this important community effort as set forth in this Agreement. As a 2017 Homeless Count volunteer, I also understand and agree that my son's, daughter's or other dependent's behavior and actions will be expected to be morally responsible and ethical.
- B. I understand and agree that my son's, daughter's or other minor dependent's volunteer service will be limited to assisting with various activities within a specified Deployment site, under the supervision of the Deployment Site Coordinator, and that he or she will not participate in Street Count activities outside of the Deployment site.
- C. I understand that my son's, daughter's or other minor dependent's services are temporary, and therefore he or she will only be participating on one or more the day(s) of January 24, 25, and/or 26, 2017 from 8:00 p.m. (unless another time has been specified) until such time that may be considered "curfew" by applicable city ordinance(s).
- D. I understand and agree that my son's, daughter's or other minor dependent's involvement in the 2017 Homeless Count may be terminated at any time due to inappropriate behavior, reckless endangerment, or lack of sufficient work productivity, and that my son, daughter or other minor dependent may withdraw from the 2017 Homeless Count at any time without any cause or justification.
- E. I understand and agree that my son, daughter or other minor dependent will not receive any monetary compensation for attending the 30-minute training session, nor will he or she receive monetary compensation for any day that he or she volunteers for the 2017 Homeless Count.
- F. I understand and agree that I am responsible for the transportation of my son, daughter or other minor dependent to and from the training session and deployment sites on the specified days and times of such events.

II. ASSUMPTION OF RISK

I understand and agree that my son's, daughter's or other minor dependent's participation in the 2017 homeless count as a volunteer in the deployment site holds certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I understand that these risks vary from minor to severe, and I hereby agree to accept all risks of injury, of any nature whatsoever.

III. RELEASE, INDEMNITY, AND WAIVER OF LIABILITY

- A. I understand that my son's, daughter's or other minor dependent's participation is voluntary, and as such I hereby agree to waive, discharge, and release LAHSA and any of its employees, agents, officers, stakeholders and Opt-In Partners from and against all lawsuits and causes of action, or liability for any loss or claim for damages of any nature whatsoever, including injury to person or property.
- B. I further agree to indemnify and hold LAHSA and any of its employees, agents, officers, stakeholders and Opt-In Partners harmless from liability for any loss or claims for damages of any nature whatsoever, including injury to person or property, arising from or in any way related to my participation in the 2017 Homeless Count.

I, the undersigned, hereby represent that I am the parent/legal guardian of the below-named youth volunteer, a person under the age of 18 years, and that I have the legal authority to execute this Release. I have carefully read and fully understand the meaning and effect of the foregoing statements, and without reservations I give permission to my son, daughter or other minor dependent to participate in the 2017 Homeless Count.

Youth Volunteer Name: _____
Print Name

Parent/Guardian Name: _____
Print Name

Parent/Guardian Signature: _____
Signature

Day of Signature: _____ / _____ / _____