REGULAR MEETING AGENDA
125 E. College Street, Covina, California
Council Chamber of City Hall
Tuesday, February 1, 2022

IMPORTANT NOTICE
This meeting is being conducted in accordance with Assembly Bill 361, regarding the COVID-19 pandemic.

Members of the public may view the meeting live on the City’s website at www.covinaca.gov or on local cable television, Spectrum channel 29 and Frontier Channel 42. To view from the website, hover over the Departments & Services tab until the drop-down menu appears and click on City Council Video Library under the City Council header. A live banner will appear at the start of the meeting.

Public Comments: During the meeting, there will be an opportunity for the public to speak. Public testimony is limited to five (5) minutes per speaker, unless, for good cause, the Mayor/Chairperson amends the time limit; a speaker’s time may not be transferred to another speaker. State Law prohibits the Council/Agency/Authority Members from taking action on any item not on the agenda. Those wishing to speak on a LISTED AGENDA ITEM will be heard when that item is addressed.

In Person: To address the Council/Agency/Authority please complete a yellow speaker request card located at the entrance of the Council Chamber and give it to the City Clerk. Your name will be called when it is your turn to speak.

Remotely via Zoom: Access the meeting remotely via Zoom with one of the following devices:

Computer or Smart Device:
https://us02web.zoom.us/j/89728151694?pwd=TnVpVW85QzI5dTVMQmp3VStpaXlhUT09

Telephone:
Dial: +1 669 900 6833
Meeting ID: 897 2815 1694
Passcode: 175810
1. To request to speak during public comment, please click the “Raise Hand” button on the Zoom toolbar “Reactions” tab.
   Note:
   Computer / Smart Device Users: The “raise hand” feature is in the reactions tab.
   Telephone Users: Press star-nine (*9) on your phone to raise your hand.

2. Staff will announce your name as listed on Zoom or the last four digits of your phone number when it is your turn to speak and unmute the microphone (audio only); speaker must be present when called to speak.
3. Please state your first and last name and city of residence at the beginning of your remarks for the record.
4. The microphone will be muted by staff when you have completed your comments or five (5) minutes have expired, whichever occurs first.

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 cityclerk@covinaca.gov or 626-384-5430. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCING AUTHORITY/COVINA HOUSING AUTHORITY
JOINT MEETING—CLOSED SESSION
6:30 PM – WILL NOT BE HELD

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

CALL TO ORDER

ROLL/CALL
Council/Agency/Authority Members: Walter Allen, III, John C. King, Victor Linares, Mayor Pro Tem/Vice-Chair Patricia Cortez, and Mayor/Chair Jorge A. Marquez

PLEDGE OF ALLEGIANCE
Led by Councilmember Linares

INVOCATION
Given by Covina Police Chaplain David Truax
PRESENTATIONS - NONE.

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. 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, unless, for good cause, the Mayor/Chairperson amends the time limit.

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

Staff Recommendation:
Approve the Minutes of the January 18, 2022, Regular Meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Housing Authority.

2022 01 18 Minutes CC DRAFT

CC 2. Payment of Demands

Staff Recommendation:
Approve Payment of Demands in the amount of $3,467,209.91.

Agenda Report - Payment of Demands DEC 31 2021 - JAN 13 2022 - Pdf

CC 3. Adoption of Resolutions CC 2022-06 and 2022-07 Relating to the Annexation of Territory to Community Facilities District No. 2007-1, Declaring Intention to Authorize Annexation, Adopting Boundary Map, and Setting the Public Hearing Date for March 15, 2022 (342 S. Fourth Avenue, Covina//Annexation 30)

Staff Recommendation:
1. Adopt City Resolution CC 2022-06, declaring intention to authorize the annexation of territory to Community Facilities District No. 2007-1 (Public Services); and
2. Adopt City Resolution CC 2022-07, adopting boundary map showing territory proposed to be annexed in the future to Community Facilities District No. 2007-1 (Public Services).

**Agenda Report - Resolutions CC 2022-06 & 2022-07 342 S. Fourth Avenue - Annexation 30 - Pdf**

CC 4. Adoption of Resolutions CC 2022-08 and 2022-09 Relating to the Annexation of Territory to Community Facilities District No. 2007-1, Declaring Intention to Authorize Annexation, Adopting Boundary Map, and Setting the Public Hearing Date for March 15, 2022 (316 S. Barranca Avenue, Covina//Annexation 31)

**Staff Recommendation:**
1. Adopt City Resolution CC 2022-08, declaring intention to authorize the annexation of territory to Community Facilities District No. 2007-1 (Public Services); and
2. Adopt City Resolution CC 2022-09, adopting boundary map showing territory proposed to be annexed in the future to Community Facilities District No. 2007-1 (Public Services).

**Agenda Report - Resolutions CC 2022-08 & 2022-09 316 S. Barranca Avenue - Annexation 31 - Pdf**

CC 5. Catch Basin Retrofit Project – Award of Contract to United Storm Water, Inc. for an Amount Not-to-Exceed $177,940.00

**Staff Recommendation:**
1. Approve plans and specifications for the Catch Basin Retrofit Project;  
2. Award the contract for the Catch Basin Retrofit Project to United Storm Water, Inc. as the lowest responsive and responsible bidder in an amount not to exceed $177,940.00 and authorize the City Manager to execute the contract;  
3. Authorize an amount of $17,794 (approximately 10%) as a contingency to cover the cost of unforeseen construction expenses;  
4. Adopt Resolution CC 2022-11 to amend the Fiscal Year 2022-2026 Capital Improvement Program and the Fiscal Year 2021-2022 CIP Budget to reflect an appropriation of $301,242.75 from the Measure W Fund balance to increase funding for the Catch Basin Retrofit Project and increase the Fiscal Year 2021-2022 Department of Public Works, Measure W Project budget (Account No. 2510-5550-55320) in the amount of $301,242.75 for expenditures on the Catch Basin Retrofit Project.

**Agenda Report - Catch Basin Retrofit Project – United Storm Water Contract - Pdf**

CC 6. Consideration of Resolutions Relating to Covina's General Municipal Election to be Held on June 7, 2022

**Staff Recommendation:**
1. Adopt Resolution CC 2022-12 calling for and giving notice of the holding of a General Municipal Election to be held on Tuesday, June 7, 2022, for the election of certain officers as required by the provisions of the laws of the State of California relating to General Law Cities and requesting the Registrar of
Voters of the County of Los Angeles to conduct said Election and canvass the results;

2. Adopt Resolution CC 2022-13 requesting the Board of Supervisors of the County of Los Angeles to consolidate a General Municipal Election to be held on June 7, 2022, with the Statewide Primary Election to be held on the date pursuant to section § 10403 of the Elections Code; and

3. Adopt Resolution CC 2022-14 adopting regulations for candidates for elective office pertaining to candidates' statements submitted to the voters at an Election to be held on Tuesday, June 7, 2022.

Agenda Report - June 7, 2022 General Municipal Election - Pdf

CC 7. Resolutions CC 2022-15 and Resolution CC 2022-16, Accepting and Allocating Grant Funds from the California Arts Council for the Covina Center for the Performing Arts, and Approving the Submission of the Project Information Package, and Authorizing the City Manager to Execute the Grant Agreement and all Related Documents, and Designating the City Manager as Agent

Staff Recommendation:
1. Adopt Resolution CC 2022-15, approving the acceptance of the application for Grant Funds from the California Arts Council for the Covina Center for the Performing Arts, and approving the submission of the Project Information Package, and authorizing the City Manager to execute the grant agreement and all related documents, and designating the City Manager as Agent; and
2. Adopt Resolution CC 2022-16, amending the Fiscal Year 2021-2022 Operating Budget to accept $3,000,000 from the California Arts Council and appropriate the funds to accounts 2230-3800-42190-THETR and 2230-3800-55100-THETR for the purpose of purchasing the Covina Center of the Performing Arts

Agenda Report - Resolutions CC 2022-15 & 16 - Covina Center for the Performing Arts - Pdf

CC 8. Covina Skate Park Project – Award of Contract for Design Services to Spohn Ranch Skateparks for an Amount of $61,900

Staff Recommendation:
1. Award the Contract for Design Services for the Covina Skate Park Project to Spohn Ranch Skateparks as the responsible bidder in an amount not-to-exceed $61,900 and authorize the City Manager to execute the Contract; and
2. Establish a contingency allowance of $4,100 for additional services if needed;
3. Adopt Resolution CC 2022-17 to amend the Fiscal Year 2021-2022 Capital Improvement Program to reflect an appropriation of $65,000 from the Measure CC Fund for the design of the Covina Skate Park Project at Wingate Park.

Agenda Report - Covina Skate Park Project - Spohn Ranch Skateparks Contract - Pdf

CC 9. One Year Extension of Agreement with Professional Account Management LLC

Staff Recommendation:
Approve the First Amendment to the agreement with Professional Account Management LLC for a one (1) year extension to provide parking citation processing and collection services; and authorize the City Manager to execute the amendment.

Agenda Report - Professional Account Management LLC First Amendment - Pdf

PUBLIC HEARINGS

PH 1. Public Hearing to Consider a Substantial Amendment to the Fiscal Year (FY) 2021-2022 Community Development Block Grant (CDBG) Program Budget

Staff Recommendation:
1. Open the public hearing and receive public testimony;
2. Close the public hearing;
3. Adopt Resolution CC 2022-10, Authorizing the Termination of Project 602258-20 “Covina Woman’s Club ADA Improvements”, and Authorizing the Allocation of Community Development Block Grant Funds to the FY 21-22 “Residential Rehabilitation Program”, Project D96164-21, and amending the FY 2021-2022 Community Development Budget to reflect these changes; and
4. Authorize the City Manager or his designee to execute documents related to the FY 2021-2022 CDBG funds.

Agenda Report - Substantial Amendment to FY 2021-2022 CDBG Program Budget - Pdf

PH 2. Ordinance 22-02 for Zoning Code Amendment (ZCA) 21-004 to Amend the Sign Regulations for Premises in the C-3 Commercial (Central Business) Zone to Permit Monument Signs

Staff Recommendation:
Waive full reading, read by title only, and introduce the first reading Ordinance 22-02, “An Ordinance of the City Council of City of Covina, California, approving Zoning Code Amendment (ZCA) 21-004, modifying the sign regulations for premises in the C-3 commercial (central business) zone to permit monument signs, and making a determination of exemption under CEQA guidelines section 15061(B)(3).

Agenda Report - PH - Pdf

CONTINUED BUSINESS

CB 1. Temporary Outdoor Dining Programs

Staff Recommendation:
That the City Council consider the follow recommendations and provide further direction, as necessary:

1. Extend temporary outdoor dining programs and establish a sunset date of March 31, 2022;
2. Authorize staff to develop a pilot City-owned parklet program for public use in Downtown Covina;

3. Consider modifications to the existing monthly Citrus Avenue street closure program.

**Agenda Report - Temporary Outdoor Dining Programs - Pdf**

**NEW BUSINESS**

**NB 1. Discussion of Proposed Solid Waste Franchise Agreement Amendments Related to State Recycling Mandate (SB 1383)**

**Staff Recommendation:**
That City Council provide direction related to proposed franchise agreement amendments to comply with State Mandated Short-Lived Climate Pollutants (SLCP) Senate Bill 1383 - Organic Waste Reduction Law.

**Agenda Report - SB 1383 - Organic Waste Reduction Law - Proposed Franchise Amendments - Pdf**

**ADJOURNMENT**

The Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority will adjourn to its next regular meeting of the Council/Agency/Authority scheduled for Tuesday, February 15, 2022 at 6:30 p.m. for closed session and at 7:30 p.m. for open session inside the Council Chamber at City Hall, located at 125 East College Street, Covina, California, 91723.

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, February 1, 2022, meeting was posted on January 27, 2022, on the City’s website and near the front entrances of: Covina City Hall, 125 East College Street, Covina.  

**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.**

**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 JANUARY 18, 2022
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 AND VIRTUALLY VIA ZOOM

This meeting was conducted in accordance with Assembly Bill 361, regarding the COVID-19 pandemic.

CALL TO ORDER/ROLL CALL
Mayor Marquez called the Council/Agency/Authority meeting to order at 6:31 p.m. with all Councilmembers present except for Councilmember Linares.

PUBLIC COMMENTS – None.

CLOSED SESSION
Mayor Marquez recessed the Council to Closed Session at 6:31 p.m. for the following:

A. Government Code §54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATORS:
   Property: 100 - 112 N. Citrus Avenue
   Property Owner: Champion, Christopher CO TR
   Agency Negotiator: Chris Marcarello, City Manager
   Negotiating Parties: Kyle S. Barratt, CBRE
   Under Negotiation: Price and Terms of Payment

RECONVENE AND CALL TO ORDER
Mayor Marquez called the Council/Agency/Authority meeting to order at 7:33 p.m. with all Councilmembers present except Councilmember Linares.

ROLL CALL
Councilmembers Present: Walter Allen, III, John C. King, Mayor Pro Tem/Vice-Chair Patricia Cortez, and Mayor/Chair Jorge A. Marquez.
Councilmembers Absent: Victor Linares.
Elected Members Present: City Clerk Mary Lou Walczak and City Treasurer Geoffrey Cobbett.
Elected Members Absent: None.
Staff Members Present: City Manager Chris Marcarello, City Attorney Candice K. Lee, Police Chief David Povero, Administrative Services Director Anita Agramonte, Community Development Director Brian Lee, Parks & Recreation/Library Services Director Lisa Evans, Public Works Director Andy Bullington, Deputy City Manager Angel Carrillo, and Chief Deputy City Clerk Nicole Alvarez.

PLEDGE OF ALLEGIANCE

Led by Councilmember Allen

INVOCATION

Given by Covina Police Chaplain David Truax

CLOSED SESSION REPORT

City Attorney Lee announced that direction was given to staff and no reportable action was taken.

PRESENTATIONS – None.

PUBLIC COMMENTS – None.

COUNCIL AGENCY AUTHORITY COMMENTS

Councilmember King wished everyone a wonderful rest of the month and commented on Martin Luther King Jr. Day.

Councilmember Allen commented in regards to Martin Luther King Jr. Day and thanked Public Works staff for the great job they did filling in potholes after the rain.

Mayor Pro Tem Cortez gave kudos to staff for the “Covina at Your Service” app where anyone can report issues and requests for service; and requested that staff promote the app on social media.

Mayor Marquez thanked the City of Covina and the County of Los Angeles for their leadership during this pandemic, in providing a COVID testing site at Wingate Park. Mayor Marquez reminded the community that currently that is the only legal COVID testing site in Covina and to beware of scams related to COVID testing sites asking for sensitive, confidential information. Mayor Marquez announced that Los Angeles Home Service Authority decided to postpone the Los Angeles County Homeless Count due to rising COVID cases to Tuesday, February 22, 2022; and provided information for those who have signed up and for those who want to sign up.

CITY MANAGER COMMENTS

City Manager Marcarello informed City Council that the State Library is going to award the City of Covina Public Library $160,000 for a mobile rec and read program; and provided kudos to the
Library staff for obtaining the grant. City Manager Marcarello also informed City Council that the park playground at Covina Park is progressing well and is anticipated to be completed at the end of the month.

CONSENT CALENDAR

Councilmember Allen pulled Consent Calendar item CC 9 for separate discussion.

A motion was made by Councilmember King, seconded by Mayor Pro Tem Cortez, to approve Consent Calendar items CC 1 – 8, and 10, as presented.

Motion approved by roll call vote for Consent Calendar items CC 1 – 8, and 10, as follows:

AYES: ALLEN, KING, CORTEZ, MARQUEZ
NOES: NONE
ABSTAIN: NONE
ABSENT: LINARES

CC 1. City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority approved the Minutes of the December 21, 2021, Regular Meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Housing Authority.

CC 2. City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority approved the Minutes of the January 4, 2022, Regular Meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Housing Authority.

CC 3. City Council/Successor Agency to the Covina Redevelopment Agency approved the Payment of Demands in the amount of $4,637,044.71.

CC 4. City Council/Successor Agency to the Covina Redevelopment Agency received and filed the Quarterly Report of the Treasurer to the City Council and Successor Agency to the Covina Redevelopment Agency for the Quarter Ended December 31, 2021.

CC 5. City Council approved the Recognized Obligation Payment Schedule (ROPS 22-23) covering July 1, 2022, through June 30, 2023.

CC 6. City Council approved and made the following findings so that meetings of the City Council and the City’s Other Legislative Bodies are authorized to meet remotely in accordance with AB 361’s special Brown Act requirements for teleconference meetings: (1) the City Council has reconsidered the circumstances of the COVID-19 state of emergency; and (2) state and local officials continue to recommend measures to promote social distancing.

CC 7. City Council approved the amendment to the agreement with Jan's Towing Inc., for towing services and authorized the City Manager or his designee to extend the agreement to June 30, 2022.

CC 8. City Council authorized the City Manager to execute a Professional Services Agreement between the City of Covina and Blue Violet Networks (BVN) in an amount
not-to-exceed $156,731.69 for procurement, installation and servicing of a Voice Over Internet Protocol (VoIP) System including three (3) years of full maintenance support.

CC 10. City Council:
1. Authorized staff to pursue the escheatment of unclaimed funds to the City in the amount of $15,113.79 and approve the transfer of any available funds remaining unclaimed to be recognized as revenue in the General Fund in accordance with the Escheat of Unclaimed Property Policy; and
2. Authorized staff to approve the write-off of delinquent accounts in the amount of $37,776.95 in accordance to the Accounts Receivable Allowance and Write Off of Uncollectible Accounts Policy.

**CONSENT CALENDAR ITEMS PULLED FOR SEPARATE DISCUSSION**

CC 9. Resolutions CC 2022-04 and Resolution CC 2022-05, Accepting and Allocating Grant Funds for the City of Covina Recreation Village from the California Natural Resources Agency for the City of Covina Recreation Village, and Approving the Submission of the Project Information Package, and Authorizing the City Manager to Execute the Grant Agreement and all Related Documents, and Designating the City Manager as Agent

**Staff Recommendation:**
1. Adopt Resolution CC 2022-04, approving the acceptance of General Fund Grant Funds for the City of Covina Recreation Village from the California Natural Resources Agency for the City of Covina Recreation Village, and approving the submission of the Project Information Package, and authorizing the City Manager to execute the grant agreement and all related documents, and designating the City Manager as Agent; and
2. Adopt Resolution CC 2022-05, amending the Fiscal Year 2021-2022 Parks Capital Improvement Program Budget to accept $2,500,000 from the California Natural Resources Agency and appropriate the funds to accounts 4600-CNRG-42190-P2202 and 4600-CNRG-55100-P2202 for the purpose of design and construction services for the Covina Recreation Village Project.

Councilmember Allen gave a shout out to staff, thanked Senator Susan Rubio for getting the funds to move this project forward, and expressed his excitement for the project.

Mayor Marquez echoed Councilmember King’s usual comment encouraging residents to read the Consent Calendar to check out all the good things happening in Covina.

A motion was made by Councilmember Allen, seconded by Councilmember King, to approve Consent Calendar item CC 9 as presented.

*Motion approved by roll call vote for Consent Calendar item CC 9 as follows:*

**AYES:** ALLEN, KING, CORTEZ, MARQUEZ

**NOES:** NONE

**ABSTAIN:** NONE

**ABSENT:** LINARES
CONTINUED PUBLIC HEARINGS

CPH 1. A Continued Public Hearing for Notice of Intent to Vacate a Portion of Geneva Place between Citrus Avenue and 3rd Avenue and a Strip of Public Alley located at East Side of 141 West Geneva Place

Mayor Marquez declared the public hearing open.

The agenda report was presented by City Manager Marcarello.

There were no public comments.

A motion was made by Councilmember King, seconded by Councilmember Allen, to continue the Public Hearing to the meeting of February 15, 2022.

Motion approved by roll call vote for Continued Public Hearing item CPH 1 as follows:
AYES: ALLEN, KING, CORTEZ, MARQUEZ
NOES: NONE
ABSTAIN: NONE
ABSENT: LINARES

PUBLIC HEARINGS

PH 1. City Council Election District Public Hearing #5 – Regarding the Transition from At-Large to By-District Elections and Final Adoption of an Ordinance Adding a New Title 4 (Municipal Elections) to the Covina Municipal Code Providing for the Election of Five City Councilmembers by Districts, Establishing the Boundaries and Identification Number of Each District, and Establishing the Election Order of Each District, and Making a Determination of Exemption Pursuant to CEQA

Mayor Marquez opened the public hearing.

A brief overview was presented by City Manager Marcarello. A PowerPoint presentation was presented by Chris Skinnell from Nielsen Merksamer and Tyrone Peter from Willdan.

Diana Mullins commented in favor of the map and districts selected by City Council.

Neil Polzin expressed his disappointment in the map selected by City Council and encouraged them to select another map. Mr. Polzin thanked Councilmember King and Councilmember Linares for meeting with him before last week’s meeting.

The following public comments were submitted via email and were read by City Clerk Walczak:

Mike Netter and Dale Quasny expressed their opposition to being forced to vote by districts and expressed their support for Map 2. Ms. Quasny also requested a more complete and inclusive communication system from Covina on important matters.
Mayor Marquez closed the public hearing.

Councilmember Allen commented in response to comments made by Neil Polzin.

Mayor Marquez reopened the public hearing in response to notification from Chief Deputy City Clerk Alvarez that there were two hands raised on Zoom wanting to provide public comment.

Scott Rafferty (via Zoom) commented on the map selected, expressed that this will fix communication issues, and congratulated City Council for the reform indicating that it will work well for the City. Mr. Rafferty also commented regarding comments made by City Council at a previous Council meeting and wished them well.

Dale Quasny asked for clarification regarding if a Councilmember is elected only by voters that live within their district; if we can determine where the lawyers are coming from and who is paying them; and if we can determine if the speakers providing public comments are actually from Covina, where they are getting their information and if they are getting paid to represent a group. Ms. Quasny spoke in favor of Council listening to residents of Covina rather than non-residents.

Mayor Marquez closed the public hearing.

Councilmember King clarified that a candidate or a councilmember that gets elected has to live within that district and would represent the district in which they live. Councilmember King expressed his disappointment in comments made by Neil Polzin. He expressed his comfort in his map choice and his disappointment in not having an at-large election process.

Mayor Pro Tem Cortez thanked staff, and the consultants, for all the work they did in going through this process. She also thanked all the residents that came out, provided comments, submitted maps, and walked through this process with the City. Mayor Pro Tem Cortez commented that residents overwhelmingly did not want the City to move to districts out of fear that it would divide the City, but she hopes that will not happen and the City can get back to business and move forward. Mayor Pro Tem Cortez commented in response to comments made by Neil Polzin and Scott Rafferty.

Mayor Marquez commented in agreement with Council not wanting to move to districts and indicated that he would have rather waited one election cycle at the very least. Mayor Marquez expressed his support for the selection of Map 3.

A motion was made by Councilmember Allen, seconded by Councilmember King to adopt Ordinance 22-01 entitled, “An Ordinance of the City Council of the City of Covina, California, Adding a New Title 4 (Municipal Elections) to the Covina Municipal Code Providing for the Election of Five City Councilmembers by Districts, Establishing the Boundaries and Identification Number of Each District, and Establishing the Election Order of Each District, and Making a Determination of Exemption Pursuant to the California Environmental Quality Act.”

Motion approved by roll call vote for Public Hearing item PH 1 as follows:

AYES: ALLEN, KING, CORTEZ
NOES: MARQUEZ
ABSTAIN: NONE
ABSENT: LINARES
PH 2. Consideration of Fiscal Year 2022-2023 Community Development Block Grant (CDBG) Program Budget

Mayor Marquez opened the public hearing.

The agenda report was provided by Community Development Director Lee.

There were questions regarding the process of when the City reaches a population of 50,000.

There were no public comments.

Mayor Marquez closed the public hearing.

A motion was made by Councilmember Allen, seconded by Councilmember King, to:

1. Approve the Fiscal Year 2022-2023 CDBG program budget as recommended in Column C of the Table on Attachment A with the provision that: a) the allocation be adjusted based on the final allocation as determined by the Los Angeles County Development Authority (LACDA), with a maximum of 15 percent of funding allocated for public service programs; and

2. Adopt Resolution CC 2022-01, authorizing the allocation of the Forty Eighth Year CDBG funds for FY 2022-2023; and

3. Authorize the City Manager or his designee to execute the documents related to the FY 2022-2023 CDBG funds.

Motion approved by roll call vote for Public Hearing item PH 2 as follows:

AYES: ALLEN, KING, CORTEZ, MARQUEZ

NOES: NONE

ABSTAIN: NONE

ABSENT: LINARES


Mayor Marquez opened the public hearing.

The agenda report and PowerPoint presentation were provided by Community Development Director Lee.
Questions included feedback received; outreach to surrounding neighbors; air rights; if condos are equipped with battery storage, electrical vehicle charging, and solar energy; parking, and price for units.

There were no public comments.

Mayor Marquez closed the public hearing.

A motion was made by Mayor Pro Tem Cortez, seconded by Councilmember King, to:

1. Adopt Resolution CC 2022-02 approving an Addendum to the Certified Environmental Impact Report (SCH NO. 2016051053), a General Plan Amendment (GPA) 21-1 to change the land use designation from “General Commercial” to “High Density Residential/Transit Oriented Development,” and a Covina Forward Specific Plan (CFSP) Amendment 21-1 to change the zoning from “Institutional” to “Transit Oriented Development (TOD),” for property located at 155 E. Covina Boulevard - APN: 8406-019-097 and;


Motion approved by roll call vote for Public Hearing item PH 3 as follows:

AYES: ALLEN, KING, CORTEZ, MARQUEZ
NOES: NONE
ABSTAIN: NONE
ABSENT: LINARES

CONTINUED BUSINESS – None.

NEW BUSINESS

NB 1. Community Feedback Related to Smoke-Free Regulations at Multi-Family Residential Properties

Staff Recommendation:
That the City Council consider public feedback and provide direction related to further actions related to this topic.

The agenda report was provided by City Manager Marcarello.

Questions and discussion included enforcement process and regulations; incentives; lease/rental clause; and educational program(s).

Elsa Greno expressed that she is glad that Council is discussing the issue and concerns that were raised; informed that there are cessation resources; reminded Council that personal matters can become community matters in multi-housing; and encouraged Council to continue to have these discussions.
A motion was made by Councilmember Allen, seconded by Councilmember King for staff to do additional research on other ways to mitigate the problem with smoking.

Motion approved by roll call vote for New Business item NB 1 as follows:

AYES: ALLEN, KING, CORTEZ, MARQUEZ
NOES: NONE
ABSTAIN: NONE
ABSENT: LINARES

ADJOURNMENT

At 9:00 p.m., 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, February 1, 2022, at 6:30 p.m. for closed session and 7:30 p.m. for open session inside the Council Chamber at City Hall, located at 125 East College Street, Covina, California, 91723.

Respectfully Submitted:

_____________________________
Georgianna Nicole Alvarez, CMC, CPMC
Chief Deputy City Clerk

Approved this 1st day of February, 2022:

_____________________________
Jorge A. Marquez, Mayor/Chair
CC Regular Meeting

AGENDA ITEM REPORT

ITEM NO. CC 2

Meeting: CC Regular Meeting - Feb 01 2022
Title: Payment of Demands
Presented By: Geoffrey Cobbett, City Treasurer
             Anita Agramonte, Administrative Services Director
Recommendation: Approve Payment of Demands in the amount of $3,467,209.91.

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

Accounts Payable Warrants December 31, 2021 - January 13, 2022

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DISCUSSION:
The attached reports have been reviewed by the City Treasurer and by the Administrative Services Director.

FISCAL IMPACT:
Sufficient funding is available and the related costs are included in the Fiscal Year 2021/2022 Adopted Budget.

ATTACHMENTS:
Attachment - Check Register December 31, 2021 - January 13, 2022

Respectfully submitted,

[Signatures]
Geoffrey Cobbett
City Treasurer
Anita Agramonte
Administrative Services Director
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**subtotal EFT/wires/direct deposits** $230,439.33

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CC Regular Meeting

AGENDA ITEM REPORT

ITEM NO. CC 3

Meeting: CC Regular Meeting - Feb 01, 2022
Title: Adoption of Resolutions CC 2022-06 and 2022-07 Relating to the Annexation of Territory to Community Facilities District No. 2007-1, Declaring Intention to Authorize Annexation, Adopting Boundary Map, and Setting the Public Hearing Date for March 15, 2022 (342 S. Fourth Avenue, Covina/Annexation 30)

Presented By: Brian K. Lee, AICP, Director of Community Development

Recommendation:
1. Adopt City Resolution CC 2022-06, declaring intention to authorize the annexation of territory to Community Facilities District No. 2007-1 (Public Services); and
2. Adopt City Resolution CC 2022-07, adopting boundary map showing territory proposed to be annexed in the future to Community Facilities District No. 2007-1 (Public Services).

EXECUTIVE SUMMARY / BACKGROUND:
On June 5, 2007, the City Council held a public hearing and formed Community Facilities District (CFD) 2007-1 (Public Services). Pursuant to the Conditions of Approval for development of ten (10) multi-family residential units at 342 S. Fourth Avenue, the builder agreed to annex to the CFD, or to pay an in-lieu fee based on the financial impact on Police, Fire, Emergency and Parks services. The builder has opted to annex into the CFD.

Under the CFD, in Fiscal Year 2021-2022, any new multi-family residential units are charged $550.58 per unit per year for the following services: police, fire protection and suppression, paramedic services, and park maintenance. This Special Tax appears on the annual Property Tax bill for each parcel. The Special Tax authorized by the CFD shall be levied on all parcels for which building permits were issued on or before May 1 of the preceding fiscal year.

This program has been conceived with the intention that all future residential development, which results in a net increase of residential units, will annex to the CFD or pay an equivalent mitigation fee. Residential units constructed prior to formation of the CFD are not subject to the Special Tax.

DISCUSSION:
Resolutions that notice the intent of the City to annex property to the CFD, identify the boundaries of the proposed annexation, identify the types of services to be funded by the CFD, and notice that a public hearing will be held on March 15, 2022, where the City Council will consider the proposed annexation, are pursuant to the Conditions of Approval for development of (10) multi-family residential units at 342 S. Fourth Avenue, Covina, California. The Assessor’s Parcel Number (APN) is 8444-010-028.

The purpose of the CFD is to finance the aforementioned public safety and park services that are in addition to those currently provided for the territory within the District. In Fiscal Year 2021-2022, the estimated amount for these services, for ten (10) additional multi-family residential units, is $550.58 per unit.
FISCAL IMPACT:
There are ten (10) multi-family residential units in the proposed annexation area, of which ten (10) are subject to the special tax. The “Special Tax” authorized by the proposed annexation to Community Facilities District 2007-1 (the “CFD”) will generate an estimate of $5,505.80 annually based on Fiscal Year 2021-2022 special tax rates and will be deposited to Account No. 2740-4800-45800. The Special Tax shall be used to pay for the following services: police, fire protection and suppression, paramedic services, and park maintenance. The Special Tax will increase annually by the greater of two percent (2.00%), or the percentage change in the Consumer Price Index.

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.

ATTACHMENTS:
Attachment A - Resolution CC 2022-06 Intent (Annexation 30)
Attachment B - Resolution CC 2022-07 Adopting Map (Annexation 30)

Respectfully submitted,

[Signature]

Brian K. Lee
Director of Community Development
RESOLUTION CC 2022-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, DECLARING ITS INTENTION TO AUTHORIZE THE ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES)

WHEREAS, the City Council of the City of Covina, California, (hereafter referred to as the “City Council”), at this time desires to authorize the annexation of territory to City of Covina Community Facilities District No. 2007-1 (Public Services) (“CFD No. 2007-1”) pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982”, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, as amended (the “Act”); and

WHEREAS, CFD No. 2007-1 was formed to finance new police services, fire protection and suppression services, paramedic services, and park maintenance and other public services in addition to those provided in or required for the territory within CFD No. 2007-1 and will not be replacing services already available; and

WHEREAS, certain territory is proposed to be annexed to CFD No. 2007-1 and such territory shall be known and designated as Community Facilities District No. 2007-1 (Public Services), Annexation No. 30 (“Annexation No. 30”); and

WHEREAS, this legislative body now desires to proceed to adopt its Resolution of Intention to annex Annexation No. 30 into CFD No. 2007-1, to describe the territory proposed to be annexed, Annexation No. 30, to specify the services to be financed from the proceeds of the levy of special taxes within Annexation No. 30, to set and specify the special taxes that would be levied within the territory to finance such services, and to set a time and place for a public hearing relating to the annexation of Annexation No. 30 into CFD No. 2007-1; and

WHEREAS, a map showing the boundaries of Annexation No. 30 proposed to be annexed has been submitted, and a copy of the map shall be kept on file with the transcript of these proceedings.

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

SECTION 1. Recitals. The above recitals are all true and correct.

SECTION 2. Authorization. The proceedings for annexing Annexation No. 30 into CFD No. 2007-1 are authorized and initiated by this legislative body pursuant to the authorization of the Act.

SECTION 3. Intention to Annex. This legislative body hereby determines that the public convenience and necessity requires that Annexation No. 30 be added to CFD No. 2007-1 in order to pay the costs and expenses for the required and authorized new services generated from new
Annexation No. 30 to CFD No. 2007-1.

SECTION 4. Boundaries. A general description of the boundaries of Annexation No. 30 proposed to be annexed is as follows:

All that territory proposed to be annexed to CFD No. 2007-1, as such property is shown on a map designated as “Annexation Map No. 30 of Community Facilities District No. 2007-1 (Public Services), City of Covina, County of Los Angeles, State of California,” attached hereto as Exhibit “A” and hereby incorporated by reference.

Existing territory includes the following:

<table>
<thead>
<tr>
<th>CFD</th>
<th>General description of existing territory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original area</td>
<td>1009 N. Citrus</td>
</tr>
<tr>
<td>Annexation #1</td>
<td>228 W. Center Street</td>
</tr>
<tr>
<td>Annexation #2</td>
<td>Vintage Walk 2</td>
</tr>
<tr>
<td>Annexation #3</td>
<td>451 E. Badillo</td>
</tr>
<tr>
<td>Annexation #4</td>
<td>1256 W. McGill Street</td>
</tr>
<tr>
<td>Annexation #5</td>
<td>Citrus Walk</td>
</tr>
<tr>
<td>Annexation #6</td>
<td>276 W. Dexter Street</td>
</tr>
<tr>
<td>Annexation #7</td>
<td>166 E. Center Street</td>
</tr>
<tr>
<td>Annexation #8</td>
<td>269-275 W. Center Street</td>
</tr>
<tr>
<td>Annexation #9</td>
<td>425 Center Street</td>
</tr>
<tr>
<td>Annexation #10</td>
<td>800 N. Banna Avenue</td>
</tr>
<tr>
<td>Annexation #11</td>
<td>735 Orange Circle</td>
</tr>
<tr>
<td>Annexation #12</td>
<td>308 S. Barranca Avenue</td>
</tr>
<tr>
<td>Annexation #13</td>
<td>1732 E. Ruddock Street</td>
</tr>
<tr>
<td>Annexation #14</td>
<td>1162 N. Citrus Avenue</td>
</tr>
<tr>
<td>Annexation #15</td>
<td>172 E. Center Street</td>
</tr>
<tr>
<td>Annexation #16</td>
<td>437 W. Center Street</td>
</tr>
<tr>
<td>Annexation #17</td>
<td>139 E. Puente Street</td>
</tr>
<tr>
<td>Annexation #18</td>
<td>310 W. Edna Place</td>
</tr>
<tr>
<td>Annexation #19</td>
<td>400 block of North Citrus Avenue</td>
</tr>
<tr>
<td>Annexation #20</td>
<td>245 E. Puente Street</td>
</tr>
<tr>
<td>Annexation #21</td>
<td>135 W. Center Street</td>
</tr>
<tr>
<td>Annexation #22</td>
<td>129-137 W. Orange Street</td>
</tr>
<tr>
<td>Annexation #23</td>
<td>155 E. San Bernardino Road</td>
</tr>
<tr>
<td>Annexation #24</td>
<td>449 S. Barranca Avenue</td>
</tr>
<tr>
<td>Annexation #25</td>
<td>546 N. Lark Ellen Avenue</td>
</tr>
<tr>
<td>Annexation #26</td>
<td>143 W. Center Street</td>
</tr>
<tr>
<td>Annexation #27</td>
<td>135 E. Badillo Street</td>
</tr>
<tr>
<td>Annexation #28</td>
<td>1060 W. San Bernardino Road, 1103 W. Badillo Street and 11111 W. Badillo Street</td>
</tr>
<tr>
<td>Annexation #29</td>
<td>707 N. Barranca Avenue</td>
</tr>
<tr>
<td>Annexation #30</td>
<td>342 S. Fourth Avenue (in process)</td>
</tr>
</tbody>
</table>
SECTION 5. Name of District. The name of the district is “City of Covina Community Facilities District No. 2007-1 (Public Services)” and the designation for the territory to be annexed shall be “City of Covina Community Facilities District No. 2007-1 (Public Services), Annexation No. 30.”

SECTION 6. Services Authorized to be Financed by CFD No. 2007-1, Annexation No. 30. The services that are authorized to be financed by CFD No. 2007-1 are certain services which are in addition to those provided in or required for the territory within CFD No. 2007-1 and Annexation No. 30 and will not be replacing services already available. A general description of the services to be financed by CFD No. 2007-1 and Annexation No. 30 is as follows:

PUBLIC SERVICES

New police services, fire protection and suppression services, paramedic services, and park maintenance, including but not limited to (i) the costs of contracting services, (ii) related facilities, equipment, vehicles, ambulances, fire apparatus and supplies, (iii) the salaries and benefits of City staff that directly provide police services, fire protection and suppression services, paramedic services, and park maintenance respectively, and (iv) City overhead costs associated with providing such services within CFD No. 2007-1 and Annexation No. 30. The Special Tax provides only partial funding for Public Services.

The same types of services which are authorized to be financed by CFD No. 2007-1 are the types of services to be provided in Annexation No. 30. If, and to the extent possible, such services shall be provided in common within CFD No. 2007-1 and Annexation No. 30.

SECTION 7. Special Taxes. It is the further intention of this City Council body that, except where funds are otherwise available, a special tax sufficient to pay for such services to be provided in CFD No. 2007-1 and Annexation No. 30, and related incidental expenses authorized by the Act, secured by recordation of a continuing lien against all non-exempt real property in Annexation No. 30, will be levied annually within the boundaries of such Annexation No. 30. For further particulars as to the rate and method of apportionment of the proposed special tax, reference is made to the attached and incorporated Exhibit “B” (the “First Amended Rate and Method of Apportionment”), which sets forth in sufficient detail the method of apportionment to allow each landowner or resident within proposed Annexation No. 30 to clearly estimate the maximum amount that such person will have to pay.

The special tax proposed to be levied within Annexation No. 30 for services to be supplied within Annexation No. 30 shall be equal to the special tax levied to pay for the same services in CFD No. 2007-1, to the extent that the actual cost of providing the services in Annexation No. 30 is equivalent to the cost of providing those services in CFD No. 2007-1. Notwithstanding the foregoing, the special tax may not be levied at a rate that is higher than the maximum special tax authorized to be levied pursuant to the First Amended Rate and Method of Apportionment.

The special taxes herein authorized, to the extent possible, shall be collected in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes. Any special taxes that may not be collected on the County tax roll shall be collected through a direct billing procedure by the City Treasurer.
The maximum special tax rate in CFD No. 2007-1 shall not be increased as a result of the annexation of Annexation No. 30 to CFD No. 2007-1.

SECTION 8. Public Hearing. Notice is given that on the 15th day of March, 2022, at the hour of 7:30 p.m., in the regular meeting place of the City Council being the Covina City Hall located at 125 E. College Street Covina, CA 91723, a public hearing will be held where this City Council will consider the authorization for the annexation of Annexation No. 30 to CFD No. 2007-1, the proposed method and apportionment of the special tax to be levied with Annexation No. 30 and all other matters as set forth in this Resolution of Intention.

At such public hearing, the testimony of all interested persons for or against the annexation of Annexation No. 30 or the levying of special taxes within Annexation No. 30 will be heard.

At such public hearing, protests against the proposed annexation of Annexation No. 30, the levy of special taxes within Annexation No. 30 or any other proposals contained in this resolution may be made orally by any interested person. Any protests pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularities or defects to which objection is made. All written protests shall be filed with the City Clerk prior to the time fixed for the public hearing. Written protests may be withdrawn at any time before the conclusion of the public hearing.

SECTION 9. Majority Protest. If (a) 50% or more of the registered voters, or six (6) registered voters, whichever is more, residing within CFD No. 2007-1, (b) 50% or more of the registered voters, or six (6) registered voters, whichever is more, residing within Annexation No. 30, (c) owners of one-half or more of the area of land in the territory included in CFD 2007-1, or (d) owners of one-half or more of the area of land in the territory included in Annexation No. 30, file written protests against the proposed annexation of Annexation No. 30 to CFD No. 2007-1 and such protests are not withdrawn so as to reduce the protests to less than a majority, no further proceedings shall be undertaken for a period of one year from the date of the decision by the City Council on the annexation of Annexation No. 30 to CFD 2007-1.

SECTION 10. Notice. Notice of the time and place of the public hearing shall be given by the City Clerk by publication in a legally designated newspaper of general circulation, in the territory of Annexation No. 30 and CFD 2007-1 pursuant to Section 6061 of the Government Code. Said publication shall be completed at least seven (7) days prior to the date set for the public hearing and shall contain the information prescribed in Section 53322 of the Act.

SECTION 11. 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 1st day of February, 2022.

City of Covina, California

BY:  
JORGE A. MARQUEZ, Mayor
ATTEST:

___________________________________________
GEORGIANNA NICOLE ALVAREZ
Chief Deputy City Clerk

CERTIFICATION

I, Georgianna Nicole Alvarez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2022-06 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 1st day of February, 2022, by the following vote:

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

Dated:

____________________________________________
GEORGIANNA NICOLE ALVAREZ
Chief Deputy City Clerk
EXHIBIT A TO RESOLUTION
ANNEXATION MAP

ANNEXATION MAP NO. 30
COMMUNITY FACILITIES DISTRICT NO. 2007-1
(PUBLIC SERVICES)

CITY OF COVINA
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

LEGEND

< Map Reference Boundary
< Map Reference Number

<table>
<thead>
<tr>
<th>MAP REFERENCE NUMBER</th>
<th>ASSESSOR'S PARCEL NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>8444-010-028</td>
</tr>
</tbody>
</table>

WILLDDAN
EXHIBIT B TO RESOLUTION

FIRST AMENDED RATE AND METHOD OF APPORTIONMENT
A special tax as hereinafter defined shall be levied on and collected for Community Facilities District No. 2007-1 (Public Services) of the City of Covina (“CFD No. 2007-1”) each Fiscal Year, commencing in Fiscal Year 2007-2008, in an amount determined by the City Council of the City of Covina through the application of the appropriate Special Tax for “Developed Property,” as described below. All of the real property in CFD No. 2007-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:


“Administrative Expenses” means any actual ordinary and necessary expense of the City of Covina, or designee thereof or both, to carry out the administration of CFD No. 2007-1 related to the determination of the amount of the levy of the Special Tax, the collection of the Special Tax including the expenses of collecting delinquencies, the payment of a proportional share of salaries and benefits of any City employee whose duties are directly related to the administration of CFD No. 2007-1, fees and expenses for counsel, Special Tax consultant and other consultants hired by the City in relation to CFD No. 2007-1, costs associated with responding to public inquiries regarding CFD No. 2007-1, and costs otherwise incurred in order to carry out the authorized purposes of CFD No. 2007-1.

“Affordable Housing” means any Unit within CFD No. 2007-1 that is subject to a written and recordable covenant, deed restriction, resale restriction, regulatory agreement or similar agreement with either the City of Covina or the Redevelopment Agency of the City of Covina, which restricts the amount of rent for that Unit to “affordable rent” (as that term is defined in California Health and Safety Code Section 50053) for a period of not less than fifty-five (55) years, or which restricts the purchase price for that Unit to “affordable housing cost” (as that term is defined in California Health and Safety Code Section 50052.5) for a period of not less than forty-five (45) years. A Unit shall no longer be considered Affordable Housing following the expiration or termination of the applicable covenant, restriction or agreement.

“Annual Escalation Factor” means for the Special Tax, the greater of (i) two percent (2.00%), or (ii) the percentage change in the Consumer Price Index for the Calendar Year ending in December of the prior Fiscal Year.
“Assessor’s Parcel” means a lot or parcel of land designated on an Assessor’s Parcel Map with an assigned Assessor’s Parcel number within the boundaries of CFD No. 2007-1.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel number.

“Base Year” means Fiscal Year ending June 30, 2008.

“Boundary Map” means the map of the boundaries for CFD No. 2007-1, as approved by the City Council, and recorded with the County in maps of assessments and community facilities districts.

“Building Permit” means a permit for new construction for a residential dwelling Unit. For purposes of this definition, “Building Permit” shall not include permits for construction or installation of retaining walls, utility improvements, or other such improvements not intended for human habitation.

“Calendar Year” means the period commencing January 1 of any year and ending the following December 31.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining the Special Tax Requirements and providing for the levy and collection of the Special Tax.

“CFD No. 2007-1” means Community Facilities District No. 2007-1 (Public Services) established by the City under the Act.

“City” means the City of Covina.

“City Council” means the City Council of the City, acting as the Legislative Body of CFD No. 2007-1, or its designee.

“Consumer Price Index” means the index published by the U.S. Department of Labor, Bureau of Labor Statistics for all urban consumers in the Los Angeles-Riverside-Orange County area.

“County” means the County of Los Angeles.

“Developed Property” means all Assessor’s Parcels within CFD No. 2007-1 for which Building Permits were issued on or before May 1 preceding the Fiscal Year for which the Special Tax is being levied, provided that a Final Map was created on or before January 1 of the prior Fiscal Year and that each such Assessor's Parcel is associated with a Lot, as determined reasonably by the City and/or CFD administrator.

“Exempt Property” means all Assessor’s Parcels within CFD No. 2007-1 designated as being exempt from the Special Tax as determined in Section F.

“Final Map” means a subdivision of property evidenced by the recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or the recordation of a condominium plan pursuant to California Civil Code 1352 that creates individual lots for which Building Permits may be issued without further subdivision.
“Fiscal Year” means the period commencing on July 1 of any year and ending the following June 30.

“Lot” means an individual legal lot created by a Final Map for which a Building Permit could or has been issued.

“Maximum Special Tax” means the Maximum Special Tax determined in accordance with Section C, which can be levied by CFD No. 2007-1 in any Fiscal Year on Taxable Property within CFD No. 2007-1.

“Mixed-Use Property” means all Assessor’s Parcels of Developed Property for which Building Permit(s) have been issued for purposes of constructing Non-Residential Property and Residential Property. Residential Units on Mixed-Use Property shall be classified as Multi-Family Residential.

“Multi-Family Residential” means all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing a residential structure consisting of two or more residential Units that share common walls, including, but not limited to, duplexes, triplexes, town homes, condominiums, apartment Units, and residential Units on Assessor’s Parcels that are considered Mixed-Use Property.

“Non-Residential Property” means all Assessor’s Parcels for which a Building Permit was issued for any type of non-residential use.

“Public Property” means any property within the boundaries of CFD No. 2007-1 that is owned by or irrecoverably dedicated to the City, the federal government, the State of California, the County, CFD No. 2007-1, or other public agency. For purposes of this definition, property owned by the Redevelopment Agency of the City of Covina is not considered Public Property and any property owned by the Redevelopment Agency will be subject to the levy of a Special Tax in accordance with Sections C and D herein.

“Public Services” means new police services, fire protection and suppression services, paramedic services, and park maintenance, including but not limited to (i) the costs of contracting services, (ii) related facilities, equipment, vehicles, ambulances, fire apparatus and supplies, (iii) the salaries and benefits of City and Fire District staff that directly provide police services, fire protection and suppression services, paramedic services, and park maintenance, and (iv) City and Fire District overhead costs associated with providing such services within CFD No. 2007-1. The Special Tax provides only partial funding for police, fire protection services, paramedic services, and park maintenance.

“Special Tax” means any special tax authorized to be levied by CFD No. 2007-1 pursuant to the Act to fund the Special Tax Requirement.

“Single-Family Residential” means all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing one single-family residential dwelling Unit.

“Taxable Property” means all Assessor’s Parcels within CFD No. 2007-1 that are not exempt from the levy of the Special Tax.
“Tax Class” means any of the classes listed in Table 1 below.

“Undeveloped Property” means all Assessor’s Parcels within CFD No. 2007-1 for which Building Permits have not been issued and that is not classified as Approved Property or Public Property.

“Unit” means any separate residential dwelling unit in which a person or persons may live, which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units and is not considered to be for commercial or industrial use.

B. CLASSIFICATION OF ASSESSOR’S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2007-2008, each Assessor’s Parcel within CFD No. 2007-1 shall be classified as Developed Property or Exempt Property. In addition, each Fiscal Year, beginning with Fiscal Year 2007-2008, each Assessor’s Parcel of Developed Property shall be further classified as Single-Family Residential, Multi-Family Residential, or Mixed-Use Property.

C. MAXIMUM ANNUAL SPECIAL TAX

The Maximum Special Tax for each Assessor’s Parcel classified as Single-Family Residential, Multi-Family Residential, and Mixed-Use Property in Fiscal Year 2007-2008 shall be equal to the Maximum Special Tax set forth in Table 1.

<table>
<thead>
<tr>
<th>Tax Class</th>
<th>Description</th>
<th>Maximum Special Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Single-Family Residential</td>
<td>$527 per Unit</td>
</tr>
<tr>
<td>2</td>
<td>Multi-Family Residential</td>
<td>$395 per Unit</td>
</tr>
<tr>
<td>3</td>
<td>Mixed-Use Property</td>
<td>$395 per Unit</td>
</tr>
</tbody>
</table>

For each subsequent Fiscal Year following the Base Year, the Maximum Special Tax for each Assessor’s Parcel classified as Developed Property shall be adjusted by the Annual Escalation Factor.

Multiple Tax Classes

In some instances an Assessor’s Parcel may contain more than one Tax Class. The Maximum Special Tax levied on such Assessor’s Parcel shall be the sum of the Maximum Special Tax that can be imposed on all Tax Classes located on that Assessor’s Parcel.

D. METHOD OF APPORTIONMENT OF SPECIAL TAX

Commencing with Fiscal Year 2007-2008, and for each subsequent Fiscal Year, the Special Tax shall be levied on each Assessor’s Parcel of Developed Property at the applicable Maximum Special Tax as set forth in Section C.
E. TERMINATION OF SPECIAL TAX

The Special Tax shall be levied in perpetuity to fund Public Services provided to CFD No. 2007-1.

F. EXEMPTIONS

The City shall classify as Exempt Property: (i) Public Property, (ii) Non-Residential Property, (iii) Undeveloped Property, (iv) Affordable Housing, or (v) Assessor’s Parcels with public or utility easements making impractical their utilization for other purposes than those set forth in the easement.

G. APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the City Council not later than twelve months after having paid the first installment of the Special Tax that is disputed. A representative(s) of CFD No. 2007-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative’s decision requires that the Special Tax for an Assessor’s Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor’s Parcel in the subsequent Fiscal Year(s).

H. MANNER OF COLLECTION

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2007-1 may collect the Special Taxes at a different time or in a different manner if necessary to meet its financial obligations.
RESOLUTION CC 2022-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, ADOPTING BOUNDARY MAP SHOWING TERRITORY PROPOSED TO BE ANNEXED IN THE FUTURE TO COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES)

WHEREAS, the City Council of the City of Covina, California, (hereafter referred to as the “City Council”), formed a Community Facilities District, designated as Community Facilities District No. 2007-1 (Public Services) (“CFD No. 2007-1”), pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982”, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, as amended (the “Act”); and

WHEREAS, the City Council desires to initiate proceedings to annex certain territory to CFD No. 2007-1; and

WHEREAS, there has been submitted a map showing the territory proposed to be annexed to CFD No. 2007-1, said area to be designated as Community Facilities District No. 2007-1 (Public Services), Annexation No. 30 (hereafter referred to as “Annexation No. 30”).

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

SECTION 1. Recitals. The above recitals are all true and correct.

SECTION 2. Annexation Map. The map showing Annexation No. 30 to be subject to the levy of a special tax upon the annexation of such territory to CFD No. 2007-1 is hereby approved and adopted. Such map is designated by the name of “Annexation Map No. 30 of Community Facilities District No. 2007-1 (Public Services), City of Covina, County of Los Angeles, State of California.”

SECTION 3. Certificate. A certificate shall be endorsed on the original and on at least one (1) copy of the map of Annexation No. 30, evidencing the date and adoption of this Resolution, and within fifteen days after the adoption of the Resolution of Intention fixing the time and place of the Public Hearing to annex Annexation No. 30 to CFD No. 2007-1, a copy of said map shall be filed with the correct and proper endorsements thereon with the Los Angeles County Recorder, all in the manner and form provided for in Section 3111 of the Streets and Highways Code of the State California.

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 1st day of February, 2022.

City of Covina, California

BY: 

JORGE A. MARQUEZ, Mayor
ATTEST:

GEORGIANNA NICOLE ALVAREZ
Chief Deputy City Clerk

CERTIFICATION

I, Georgianna Nicole Alvarez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2022-07 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 1st day of February, 2022, by the following vote:

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

Dated:

GEORGIANNA NICOLE ALVAREZ
Chief Deputy City Clerk
Meeting: CC Regular Meeting - Feb 01 2022
Title: Adoption of Resolutions CC 2022-08 and 2022-09 Relating to the Annexation of Territory to Community Facilities District No. 2007-1, Declaring Intention to Authorize Annexation, Adopting Boundary Map, and Setting the Public Hearing Date for March 15, 2022 (316 S. Barranca Avenue, Covina//Annexation 31)
Presented By: Brian K. Lee, Director of Community Development
Recommendation: 1. Adopt City Resolution CC 2022-08, declaring intention to authorize the annexation of territory to Community Facilities District No. 2007-1 (Public Services); and
2. Adopt City Resolution CC 2022-09, adopting boundary map showing territory proposed to be annexed in the future to Community Facilities District No. 2007-1 (Public Services).

**EXECUTIVE SUMMARY / BACKGROUND:**
On June 5, 2007, the City Council held a public hearing and formed Community Facilities District (CFD) 2007-1 (Public Services). Pursuant to the Conditions of Approval for development of six (6) multi-family residential units at 316 S. Barranca Avenue, the builder agreed to annex to the CFD, or to pay an in-lieu fee based on the financial impact on Police, Fire, Emergency and Parks services. The builder has opted to annex into the CFD.

Under the CFD, in Fiscal Year 2021-2022, any new multi-family residential units are charged $550.58 per unit per year for the following services: police, fire protection and suppression, paramedic services, and park maintenance. This Special Tax appears on the annual Property Tax bill for each parcel. The Special Tax authorized by the CFD shall be levied on all parcels for which building permits were issued on or before May 1 of the preceding fiscal year. As this property has three existing residential units which will be demolished, the developer will be credited for these units, therefore subjecting three net-new residential units to annexation into the CFD.

This program has been conceived with the intention that all future residential development, which results in a net increase of residential units, will annex to the CFD or pay an equivalent mitigation fee. Residential units constructed prior to formation of the CFD are not subject to the Special Tax.

**DISCUSSION:**
Resolutions that notice the intent of the City to annex property to the CFD, identify the boundaries of the proposed annexation, identify the types of services to be funded by the CFD, and notice that a public hearing will be held on March 15, 2022, where the City Council will consider the proposed annexation, are pursuant to the Conditions of Approval for development of six (6) new multi-family residential units at 316 S. Barranca Avenue, Covina, California. The Assessor’s Parcel Number (APN) is 8446-012-004.

The purpose of the CFD is to finance the aforementioned public safety and park services that are in addition to those currently provided for the territory within the District. In Fiscal Year 2021-2022, the estimated amount for these services, for three (3) net-new additional multi-family residential units, is $550.58 per unit.
FISCAL IMPACT:
There are six (6) multi-family residential units in the proposed annexation area, of which three (3) are subject to the special tax. The “Special Tax” authorized by the proposed annexation to Community Facilities District 2007-1 (the “CFD”) will generate an estimate of $1,651.74 annually based on Fiscal Year 2021-2022 special tax rates and will be deposited to Account No. 2740-4800-45800. The Special Tax shall be used to pay for the following services: police, fire protection and suppression, paramedic services, and park maintenance. The Special Tax will increase annually by the greater of two percent (2.00%), or the percentage change in the Consumer Price Index.

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.

ATTACHMENTS:
Attachment A - Resolution CC 2022-08 Intent (Annexation 31)
Attachment B - Resolution CC 2022-09 Adopting Map (Annexation 31)

Respectfully submitted,

[Signature]

Brian K. Lee
Director of Community Development
RESOLUTION CC 2022-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, DECLARING ITS INTENTION TO AUTHORIZE THE ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES)

WHEREAS, the City Council of the City of Covina, California, (hereafter referred to as the “City Council”), at this time desires to authorize the annexation of territory to City of Covina Community Facilities District No. 2007-1 (Public Services) (“CFD No. 2007-1”) pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982”, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, as amended (the “Act”); and

WHEREAS, CFD No. 2007-1 was formed to finance new police services, fire protection and suppression services, paramedic services, and park maintenance and other public services in addition to those provided in or required for the territory within CFD No. 2007-1 and will not be replacing services already available; and

WHEREAS, certain territory is proposed to be annexed to CFD No. 2007-1 and such territory shall be known and designated as Community Facilities District No. 2007-1 (Public Services), Annexation No. 31 (“Annexation No. 31”); and

WHEREAS, this legislative body now desires to proceed to adopt its Resolution of Intention to annex Annexation No. 31 into CFD No. 2007-1, to describe the territory proposed to be annexed, Annexation No. 31, to specify the services to be financed from the proceeds of the levy of special taxes within Annexation No. 31, to set and specify the special taxes that would be levied within the territory to finance such services, and to set a time and place for a public hearing relating to the annexation of Annexation No. 31 into CFD No. 2007-1; and

WHEREAS, a map showing the boundaries of Annexation No. 31 proposed to be annexed has been submitted, and a copy of the map shall be kept on file with the transcript of these proceedings.

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

SECTION 1. Recitals. The above recitals are all true and correct.

SECTION 2. Authorization. The proceedings for annexing Annexation No. 31 into CFD No. 2007-1 are authorized and initiated by this legislative body pursuant to the authorization of the Act.

SECTION 3. Intention to Annex. This legislative body hereby determines that the public convenience and necessity requires that Annexation No. 31 be added to CFD No. 2007-1 in order to pay the costs and expenses for the required and authorized new services generated from new development within the City and this City Council declares its intention to annex Annexation No. 31 to CFD No. 2007-1.
SECTION 4. Boundaries. A general description of the boundaries of Annexation No. 31 proposed to be annexed is as follows:

All that territory proposed to be annexed to CFD No. 2007-1, as such property is shown on a map designated as “Annexation Map No. 31 of Community Facilities District No. 2007-1 (Public Services), City of Covina, County of Los Angeles, State of California,” attached hereto as Exhibit “A” and hereby incorporated by reference.

Existing territory includes the following:

<table>
<thead>
<tr>
<th>CFD</th>
<th>General description of existing territory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original area</td>
<td>1009 N. Citrus</td>
</tr>
<tr>
<td>Annexation #1</td>
<td>228 W. Center Street</td>
</tr>
<tr>
<td>Annexation #2</td>
<td>Vintage Walk 2</td>
</tr>
<tr>
<td>Annexation #3</td>
<td>451 E. Badillo</td>
</tr>
<tr>
<td>Annexation #4</td>
<td>1256 W. McGill Street</td>
</tr>
<tr>
<td>Annexation #5</td>
<td>Citrus Walk</td>
</tr>
<tr>
<td>Annexation #6</td>
<td>276 W. Dexter Street</td>
</tr>
<tr>
<td>Annexation #7</td>
<td>166 E. Center Street</td>
</tr>
<tr>
<td>Annexation #8</td>
<td>269-275 W. Center Street</td>
</tr>
<tr>
<td>Annexation #9</td>
<td>425 Center Street</td>
</tr>
<tr>
<td>Annexation #10</td>
<td>800 N. Banna Avenue</td>
</tr>
<tr>
<td>Annexation #11</td>
<td>735 Orange Circle</td>
</tr>
<tr>
<td>Annexation #12</td>
<td>308 S. Barranca Avenue</td>
</tr>
<tr>
<td>Annexation #13</td>
<td>1732 E. Ruddock Street</td>
</tr>
<tr>
<td>Annexation #14</td>
<td>1162 N. Citrus Avenue</td>
</tr>
<tr>
<td>Annexation #15</td>
<td>172 E. Center Street</td>
</tr>
<tr>
<td>Annexation #16</td>
<td>437 W. Center Street</td>
</tr>
<tr>
<td>Annexation #17</td>
<td>139 E. Puente Street</td>
</tr>
<tr>
<td>Annexation #18</td>
<td>310 W. Edna Place</td>
</tr>
<tr>
<td>Annexation #19</td>
<td>400 block of North Citrus Avenue</td>
</tr>
<tr>
<td>Annexation #20</td>
<td>245 E. Puente Street</td>
</tr>
<tr>
<td>Annexation #21</td>
<td>135 W. Center Street</td>
</tr>
<tr>
<td>Annexation #22</td>
<td>129-137 W. Orange Street</td>
</tr>
<tr>
<td>Annexation #23</td>
<td>155 E. San Bernardino Road</td>
</tr>
<tr>
<td>Annexation #24</td>
<td>449 S. Barranca Avenue</td>
</tr>
<tr>
<td>Annexation #25</td>
<td>546 N. Lark Ellen Avenue</td>
</tr>
<tr>
<td>Annexation #26</td>
<td>143 W. Center Street</td>
</tr>
<tr>
<td>Annexation #27</td>
<td>135 E. Badillo Street</td>
</tr>
<tr>
<td>Annexation #28</td>
<td>1060 W. San Bernardino Road, 1103 W. Badillo Street and 1111 W. Badillo Street</td>
</tr>
<tr>
<td>Annexation #29</td>
<td>707 N. Barranca Avenue</td>
</tr>
<tr>
<td>Annexation #30</td>
<td>342 S. Fourth Avenue (in progress)</td>
</tr>
<tr>
<td>Annexation #31</td>
<td>316 S. Barranca Avenue (in progress)</td>
</tr>
</tbody>
</table>
SECTION 5. Name of District. The name of the district is “City of Covina Community Facilities District No. 2007-1 (Public Services)” and the designation for the territory to be annexed shall be “City of Covina Community Facilities District No. 2007-1 (Public Services), Annexation No. 31.”

SECTION 6. Services Authorized to be Financed by CFD No. 2007-1, Annexation No. 31. The services that are authorized to be financed by CFD No. 2007-1 are certain services which are in addition to those provided in or required for the territory within CFD No. 2007-1 and Annexation No. 31 and will not be replacing services already available. A general description of the services to be financed by CFD No. 2007-1 and Annexation No. 31 is as follows:

PUBLIC SERVICES

New police services, fire protection and suppression services, paramedic services, and park maintenance, including but not limited to (i) the costs of contracting services, (ii) related facilities, equipment, vehicles, ambulances, fire apparatus and supplies, (iii) the salaries and benefits of City staff that directly provide police services, fire protection and suppression services, paramedic services, and park maintenance respectively, and (iv) City overhead costs associated with providing such services within CFD No. 2007-1 and Annexation No. 31. The Special Tax provides only partial funding for Public Services.

The same types of services which are authorized to be financed by CFD No. 2007-1 are the types of services to be provided in Annexation No. 31. If, and to the extent possible, such services shall be provided in common within CFD No. 2007-1 and Annexation No. 31.

SECTION 7. Special Taxes. It is the further intention of this City Council body that, except where funds are otherwise available, a special tax sufficient to pay for such services to be provided in CFD No. 2007-1 and Annexation No. 31, and related incidental expenses authorized by the Act, secured by recordation of a continuing lien against all non-exempt real property in Annexation No. 31, will be levied annually within the boundaries of such Annexation No. 31. For further particulars as to the rate and method of apportionment of the proposed special tax, reference is made to the attached and incorporated Exhibit “B” (the “First Amended Rate and Method of Apportionment”), which sets forth in sufficient detail the method of apportionment to allow each landowner or resident within proposed Annexation No. 31 to clearly estimate the maximum amount that such person will have to pay.

The special tax proposed to be levied within Annexation No. 31 for services to be supplied within Annexation No. 31 shall be equal to the special tax levied to pay for the same services in CFD No. 2007-1, to the extent that the actual cost of providing the services in Annexation No. 31 is equivalent to the cost of providing those services in CFD No. 2007-1. Notwithstanding the foregoing, the special tax may not be levied at a rate that is higher than the maximum special tax authorized to be levied pursuant to the First Amended Rate and Method of Apportionment.

The special taxes herein authorized, to the extent possible, shall be collected in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes. Any special taxes that may not be collected on the County tax roll shall be collected through a direct billing procedure by the City Treasurer.
The maximum special tax rate in CFD No. 2007-1 shall not be increased as a result of the annexation of Annexation No. 31 to CFD No. 2007-1.

SECTION 8. Public Hearing. Notice is given that on the 15th day of March, 2022, at the hour of 7:30 p.m., in the regular meeting place of the City Council being the Covina City Hall located at 125 E. College Street Covina, CA 91723, a public hearing will be held where this City Council will consider the authorization for the annexation of Annexation No. 31 to CFD No. 2007-1, the proposed method and apportionment of the special tax to be levied with Annexation No. 31 and all other matters as set forth in this Resolution of Intention.

At such public hearing, the testimony of all interested persons for or against the annexation of Annexation No. 31 or the levying of special taxes within Annexation No. 31 will be heard.

At such public hearing, protests against the proposed annexation of Annexation No. 31, the levy of special taxes within Annexation No. 31 or any other proposals contained in this resolution may be made orally by any interested person. Any protests pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularities or defects to which objection is made. All written protests shall be filed with the City Clerk prior to the time fixed for the public hearing. Written protests may be withdrawn at any time before the conclusion of the public hearing.

SECTION 9. Majority Protest. If (a) 50% or more of the registered voters, or six (6) registered voters, whichever is more, residing within CFD No. 2007-1, (b) 50% or more of the registered voters, or six (6) registered voters, whichever is more, residing within Annexation No. 31, (c) owners of one-half or more of the area of land in the territory included in CFD 2007-1, or (d) owners of one-half or more of the area of land in the territory included in Annexation No. 31, file written protests against the proposed annexation of Annexation No. 31 to CFD No. 2007-1 and such protests are not withdrawn so as to reduce the protests to less than a majority, no further proceedings shall be undertaken for a period of one year from the date of the decision by the City Council on the annexation of Annexation No. 31 to CFD 2007-1.

SECTION 10. Notice. Notice of the time and place of the public hearing shall be given by the City Clerk by publication in a legally designated newspaper of general circulation, in the territory of Annexation No. 31 and CFD 2007-1 pursuant to Section 6061 of the Government Code. Said publication shall be completed at least seven (7) days prior to the date set for the public hearing and shall contain the information prescribed in Section 53322 of the Act.

SECTION 11. 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 1st day of February, 2022.

City of Covina, California

BY:  
JORGE A. MARQUEZ, Mayor
ATTEST:

______________________________
GEORGIANNA NICOLE ALVAREZ
Chief Deputy City Clerk

CERTIFICATION

I, Georgianna Nicole Alvarez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2022-08 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 1st day of February, 2022, by the following vote:

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

Dated:

______________________________
GEORGIANNA NICOLE ALVAREZ
Chief Deputy City Clerk
EXHIBIT B TO RESOLUTION

FIRST AMENDED RATE AND METHOD OF APPORTIONMENT
FIRST AMENDED
RATE AND METHOD OF APPORTIONMENT

CITY OF COVINA

COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES)

A special tax as hereinafter defined shall be levied on and collected for Community Facilities District No. 2007-1 (Public Services) of the City of Covina (“CFD No. 2007-1”) each Fiscal Year, commencing in Fiscal Year 2007-2008, in an amount determined by the City Council of the City of Covina through the application of the appropriate Special Tax for “Developed Property,” as described below. All of the real property in CFD No. 2007-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:


“Administrative Expenses” means any actual ordinary and necessary expense of the City of Covina, or designee thereof or both, to carry out the administration of CFD No. 2007-1 related to the determination of the amount of the levy of the Special Tax, the collection of the Special Tax including the expenses of collecting delinquencies, the payment of a proportional share of salaries and benefits of any City employee whose duties are directly related to the administration of CFD No. 2007-1, fees and expenses for counsel, Special Tax consultant and other consultants hired by the City in relation to CFD No. 2007-1, costs associated with responding to public inquiries regarding CFD No. 2007-1, and costs otherwise incurred in order to carry out the authorized purposes of CFD No. 2007-1.

“Affordable Housing” means any Unit within CFD No. 2007-1 that is subject to a written and recordable covenant, deed restriction, resale restriction, regulatory agreement or similar agreement with either the City of Covina or the Redevelopment Agency of the City of Covina, which restricts the amount of rent for that Unit to “affordable rent” (as that term is defined in California Health and Safety Code Section 50053) for a period of not less than fifty-five (55) years, or which restricts the purchase price for that Unit to “affordable housing cost” (as that term is defined in California Health and Safety Code Section 50052.5) for a period of not less than forty-five (45) years. A Unit shall no longer be considered Affordable Housing following the expiration or termination of the applicable covenant, restriction or agreement.

“Annual Escalation Factor” means for the Special Tax, the greater of (i) two percent (2.00%), or (ii) the percentage change in the Consumer Price Index for the Calendar Year ending in December of the prior Fiscal Year.
“Assessor’s Parcel” means a lot or parcel of land designated on an Assessor’s Parcel Map with an assigned Assessor’s Parcel number within the boundaries of CFD No. 2007-1.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel number.

“Base Year” means Fiscal Year ending June 30, 2008.

“Boundary Map” means the map of the boundaries for CFD No. 2007-1, as approved by the City Council, and recorded with the County in maps of assessments and community facilities districts.

“Building Permit” means a permit for new construction for a residential dwelling Unit. For purposes of this definition, “Building Permit” shall not include permits for construction or installation of retaining walls, utility improvements, or other such improvements not intended for human habitation.

“Calendar Year” means the period commencing January 1 of any year and ending the following December 31.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining the Special Tax Requirements and providing for the levy and collection of the Special Tax.

“CFD No. 2007-1” means Community Facilities District No. 2007-1 (Public Services) established by the City under the Act.

“City” means the City of Covina.

“City Council” means the City Council of the City, acting as the Legislative Body of CFD No. 2007-1, or its designee.

“Consumer Price Index” means the index published by the U.S. Department of Labor, Bureau of Labor Statistics for all urban consumers in the Los Angeles-Riverside-Orange County area.

“County” means the County of Los Angeles.

“Developed Property” means all Assessor’s Parcels within CFD No. 2007-1 for which Building Permits were issued on or before May 1 preceding the Fiscal Year for which the Special Tax is being levied, provided that a Final Map was created on or before January 1 of the prior Fiscal Year and that each such Assessor’s Parcel is associated with a Lot, as determined reasonably by the City and/or CFD administrator.

“Exempt Property” means all Assessor’s Parcels within CFD No. 2007-1 designated as being exempt from the Special Tax as determined in Section F.

“Final Map” means a subdivision of property evidenced by the recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or the recordation of a condominium plan pursuant to California
Civil Code 1352 that creates individual lots for which Building Permits may be issued without further subdivision.

“Fiscal Year” means the period commencing on July 1 of any year and ending the following June 30.

“Lot” means an individual legal lot created by a Final Map for which a Building Permit could or has been issued.

“Maximum Special Tax” means the Maximum Special Tax determined in accordance with Section C, which can be levied by CFD No. 2007-1 in any Fiscal Year on Taxable Property within CFD No. 2007-1.

“Mixed-Use Property” means all Assessor’s Parcels of Developed Property for which Building Permit(s) have been issued for purposes of constructing Non-Residential Property and Residential Property. Residential Units on Mixed-Use Property shall be classified as Multi-Family Residential.

“Multi-Family Residential” means all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing a residential structure consisting of two or more residential Units that share common walls, including, but not limited to, duplexes, triplexes, town homes, condominiums, apartment Units, and residential Units on Assessor’s Parcels that are considered Mixed-Use Property.

“Non-Residential Property” means all Assessor’s Parcels for which a Building Permit was issued for any type of non-residential use.

“Public Property” means any property within the boundaries of CFD No. 2007-1 that is owned by or irrecoverably dedicated to the City, the federal government, the State of California, the County, CFD No. 2007-1, or other public agency. For purposes of this definition, property owned by the Redevelopment Agency of the City of Covina is not considered Public Property and any property owned by the Redevelopment Agency will be subject to the levy of a Special Tax in accordance with Sections C and D herein.

“Public Services” means new police services, fire protection and suppression services, paramedic services, and park maintenance, including but not limited to (i) the costs of contracting services, (ii) related facilities, equipment, vehicles, ambulances, fire apparatus and supplies, (iii) the salaries and benefits of City and Fire District staff that directly provide police services, fire protection and suppression services, paramedic services, and park maintenance, and (iv) City and Fire District overhead costs associated with providing such services within CFD No. 2007-1. The Special Tax provides only partial funding for police, fire protection services, paramedic services, and park maintenance.

“Special Tax” means any special tax authorized to be levied by CFD No. 2007-1 pursuant to the Act to fund the Special Tax Requirement.
“Single-Family Residential” means all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing one single-family residential dwelling Unit.

“Taxable Property” means all Assessor’s Parcels within CFD No. 2007-1 that are not exempt from the levy of the Special Tax.

“Tax Class” means any of the classes listed in Table 1 below.

“Undeveloped Property” means all Assessor’s Parcels within CFD No. 2007-1 for which Building Permits have not been issued and that is not classified as Approved Property or Public Property.

“Unit” means any separate residential dwelling unit in which a person or persons may live, which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units and is not considered to be for commercial or industrial use.

B. CLASSIFICATION OF ASSESSOR’S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2007-2008, each Assessor’s Parcel within CFD No. 2007-1 shall be classified as Developed Property or Exempt Property. In addition, each Fiscal Year, beginning with Fiscal Year 2007-2008, each Assessor’s Parcel of Developed Property shall be further classified as Single-Family Residential, Multi-Family Residential, or Mixed-Use Property.

C. MAXIMUM ANNUAL SPECIAL TAX

The Maximum Special Tax for each Assessor’s Parcel classified as Single-Family Residential, Multi-Family Residential, and Mixed-Use Property in Fiscal Year 2007-2008 shall be equal to the Maximum Special Tax set forth in Table 1.

<table>
<thead>
<tr>
<th>Tax Class</th>
<th>Description</th>
<th>Maximum Special Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Single-Family Residential</td>
<td>$527 per Unit</td>
</tr>
<tr>
<td>2</td>
<td>Multi-Family Residential</td>
<td>$395 per Unit</td>
</tr>
<tr>
<td>3</td>
<td>Mixed-Use Property</td>
<td>$395 per Unit</td>
</tr>
</tbody>
</table>

For each subsequent Fiscal Year following the Base Year, the Maximum Special Tax for each Assessor’s Parcel classified as Developed Property shall be adjusted by the Annual Escalation Factor.

Resolution CC 2022-08
Exhibit B
Page 13 of 16
Multiple Tax Classes

In some instances an Assessor’s Parcel may contain more than one Tax Class. The Maximum Special Tax levied on such Assessor’s Parcel shall be the sum of the Maximum Special Tax that can be imposed on all Tax Classes located on that Assessor’s Parcel.

D. METHOD OF APPORTIONMENT OF SPECIAL TAX

Commencing with Fiscal Year 2007-2008, and for each subsequent Fiscal Year, the Special Tax shall be levied on each Assessor’s Parcel of Developed Property at the applicable Maximum Special Tax as set forth in Section C.

E. TERMINATION OF SPECIAL TAX

The Special Tax shall be levied in perpetuity to fund Public Services provided to CFD No. 2007-1.

F. EXEMPTIONS

The City shall classify as Exempt Property: (i) Public Property, (ii) Non-Residential Property, (iii) Undeveloped Property, (iv) Affordable Housing, or (v) Assessor’s Parcels with public or utility easements making impractical their utilization for other purposes than those set forth in the easement.

G. APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the City Council not later than twelve months after having paid the first installment of the Special Tax that is disputed. A representative(s) of CFD No. 2007-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative’s decision requires that the Special Tax for an Assessor’s Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor’s Parcel in the subsequent Fiscal Year(s).

H. MANNER OF COLLECTION

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2007-1 may collect the Special Taxes at a different time or in a different manner if necessary to meet its financial obligations.
RESOLUTION CC 2022-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, ADOPTING BOUNDARY MAP SHOWING TERRITORY PROPOSED TO BE ANNEXED IN THE FUTURE TO COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES)

WHEREAS, the City Council of the City of Covina, California, (hereafter referred to as the “City Council”), formed a Community Facilities District, designated as Community Facilities District No. 2007-1 (Public Services) (“CFD No. 2007-1”), pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982”, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, as amended (the “Act’’); and

WHEREAS, the City Council desires to initiate proceedings to annex certain territory to CFD No. 2007-1; and

WHEREAS, there has been submitted a map showing the territory proposed to be annexed to CFD No. 2007-1, said area to be designated as Community Facilities District No. 2007-1 (Public Services), Annexation No. 31 (hereafter referred to as “Annexation No. 31”).

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

SECTION 1. Recitals. The above recitals are all true and correct.

SECTION 2. Annexation Map. The map showing Annexation No. 31 to be subject to the levy of a special tax upon the annexation of such territory to CFD No. 2007-1 is hereby approved and adopted. Such map is designated by the name of “Annexation Map No. 31 of Community Facilities District No. 2007-1 (Public Services), City of Covina, County of Los Angeles, State of California.”

SECTION 3. Certificate. A certificate shall be endorsed on the original and on at least one (1) copy of the map of Annexation No. 31, evidencing the date and adoption of this Resolution, and within fifteen days after the adoption of the Resolution of Intention fixing the time and place of the Public Hearing to annex Annexation No. 31 to CFD No. 2007-1, a copy of said map shall be filed with the correct and proper endorsements thereon with the Los Angeles County Recorder, all in the manner and form provided for in Section 3111 of the Streets and Highways Code of the State California.

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 1st day of February, 2022.

City of Covina, California

BY:

JORGE A. MARQUEZ, Mayor
ATTEST:

GEORGIANNA NICOLE ALVAREZ
Chief Deputy City Clerk

CERTIFICATION

I, Georgianna Nicole Alvarez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2022-09 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 1st day of February, 2022, by the following vote:

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

Dated:

__________________________
GEORGIANNA NICOLE ALVAREZ
Chief Deputy City Clerk
CC Regular Meeting

AGENDA ITEM REPORT

ITEM NO. CC 5

Meeting: CC Regular Meeting - Feb 01 2022
Title: Catch Basin Retrofit Project – Award of Contract to United Storm Water, Inc. for an Amount Not-to-Exceed $177,940.00
Presented By: Andy Bullington, Director of Public Works
Rafael Fajardo, City Engineer
Recommendation:
1. Approve plans and specifications for the Catch Basin Retrofit Project;
2. Award the contract for the Catch Basin Retrofit Project to United Storm Water, Inc. as the lowest responsive and responsible bidder in an amount not to exceed $177,940.00 and authorize the City Manager to execute the contract;
3. Authorize an amount of $17,794 (approximately 10%) as a contingency to cover the cost of unforeseen construction expenses;
4. Adopt Resolution CC 2022-11 to amend the Fiscal Year 2022-2026 Capital Improvement Program and the Fiscal Year 2021-2022 CIP Budget to reflect an appropriation of $301,242.75 from the Measure W Fund balance to increase funding for the Catch Basin Retrofit Project and increase the Fiscal Year 2021-2022 Department of Public Works, Measure W Project budget (Account No. 2510-5550-55320) in the amount of $301,242.75 for expenditures on the Catch Basin Retrofit Project.

EXECUTIVE SUMMARY / BACKGROUND:
The State Water Resources Control Board requires cities to comply with specific storm water pollution prevention measures under the National Pollutant Discharge Elimination System (NPDES) Permit. As part of the compliance effort, cities must implement measures to prevent litter from entering the municipal storm drain system. Although the storm drain network is highly successful in rapidly conveying rain water away from city streets to prevent flooding, it also serves as a vehicle that carries contaminants directly into our waterways. Litter, auto fluids, tree leaves, and bacteria are common contaminants that are continually carried by storm water and irrigation water through the storm drain system and directly into our oceans, untreated. The negative impact to both water quality and marine life is significant.

There are approximately 720 catch basins in Covina, these catch basins serve as the primary collection points for storm water runoff entering the drainage system. The Trash Provisions of the California Water Code require that trash screens be purchased and installed in all catch basins that fall within specific land use areas. The trash screens are installed inside the catch basin, and will prevent litter from entering the mouth of the storm drain pipe. Following a thorough review of all catch basins in the City, a total of 175 locations were identified for trash screen retrofit, being located in the targeted land use areas and meeting feasibility criteria for size and drainage function configuration.

Funding has been carried over into subsequent fiscal years from the original CIP budget year of FY 2016-2017 while the City obtained approvals from Los Angeles County Flood Control to proceed with the installation. While the requirements to implement these systems have been long anticipated, the recent adoption of the latest NPDES Permit for the Los Angeles Region (Order No. R4-2021-0105) has the time line requirement for the installation of the trash screens set for December 2030.
The locations identified for retrofit of the trash screens include both City of Covina and County of Los Angeles owned catch basins. Since the storm water and potential sources of litter or other related pollutants originate from the City, responsibility for retrofitting and maintaining the County catch basins has been determined to be that of the City. As such, permitting through the County along with the respective fees is included in the budget and scope of this project. The project also consists of cleaning each of the catch basins prior to the installation of the trash screens, as well as three (3) cleanings of the retrofitted catch basins during the 2021-22 wet season, as approved by the City.

Following a public bidding process, it has been determined that the lowest responsive and responsible bidder for the project is United Storm Water, Inc. As such, it is recommended that a contract (Attachment A) be awarded for the Catch Basin Retrofit Project to United Storm Water, Inc. as the lowest responsive and responsible bidder in an amount not-to-exceed $177,940.00.

**DISCUSSION:**

The Department of Public Works prepared plans and specifications for the project and in accordance with Covina Municipal Code Section 2.20.100 (Notice Inviting Bids), bids were requested and received. The project was advertised in the *San Gabriel Valley Examiner* on Thursday, November 11 and 18, 2021.

Sealed bids were accepted up to December 6, 2021, at 2:00 p.m. by the City Clerk’s office. At 2:00 p.m. the City Clerk publicly opened and read two (2) sealed bids. The bid results of the bid opening are as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. United Storm Water, Inc.</td>
<td>$177,940.00</td>
</tr>
<tr>
<td>2. Downstream Services, Inc.</td>
<td>$310,830.00</td>
</tr>
</tbody>
</table>

The lowest bid received is approximately 7% lower than the Engineer’s Estimate of $190,625.00. The City Engineer indicates that the unit prices are within industry standards in terms of cost and recommends that the City proceeds with the project. The Department of Public Works recommends that United Storm Water, Inc. be awarded the contract for this project as they are the lowest responsive and responsible bidder.

**FISCAL IMPACT:**

A total funding amount of $42,606.25 has been allocated from Measure W funding sources in the City’s approved Fiscal Year 2021-2022 Capital Improvement Program Budget for the preliminary design phase (account no. 2510-5550-55320). The adoption of Resolution CC 2022-11 (Attachment B) would appropriate $301,242.75 from the available Measure W Fund Balance to the Catch Basin Retrofit Project (account no. 2510-5550-55320) to provide the additional funding necessary to complete the improvements.

The detailed cost breakdown for the fund is itemized below:

<table>
<thead>
<tr>
<th>Measure W- Catch Basin Trash Screen Improvements</th>
<th>Total Project Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction (United Storm Water, Inc.)</td>
<td>$177,940.00</td>
</tr>
<tr>
<td>Contingency Allowance (10%)</td>
<td>$17,794.00</td>
</tr>
<tr>
<td>Advertising</td>
<td>$370.00</td>
</tr>
<tr>
<td>Design and Construction Management (RKA Consulting Group)</td>
<td>$97,745.00</td>
</tr>
<tr>
<td>County of Los Angeles Plan Check and Permit Fees (Estimate)</td>
<td>$50,000.00</td>
</tr>
<tr>
<td><strong>Total Project Cost</strong></td>
<td><strong>$343,849.00</strong></td>
</tr>
<tr>
<td>Requested Appropriation</td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Measure W- Catch Basin Trash Screen Improvements</strong></td>
<td></td>
</tr>
<tr>
<td>Budgeted Measure W Funds</td>
<td>$42,606.25</td>
</tr>
<tr>
<td>Requested Appropriation (Measure W Funds)</td>
<td>$301,242.75</td>
</tr>
<tr>
<td><strong>Total Project Funding</strong></td>
<td>$343,849.00</td>
</tr>
</tbody>
</table>

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):
This project has been determined to be categorically exempt under CEQA in accordance with Title 14, Chapter 3, Class 1, Sections 15301 and 15302. This exemption includes the minor alteration of existing public facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The project involves negligible or no expansion of an existing use.

ATTACHMENTS:
Attachment A - Contract
Attachment B - Resolution CC 2022-11

Respectfully submitted,

[Signatures]

Andy Bullington  
Director of Public Works

Rafael M. Fajardo  
City Engineer
CONTRACT

CITY OF COVINA CONTRACT FOR
CATCH BASIN RETROFIT PROJECT

THIS CONTRACT ("Contract") is made and entered this ________ day of ________, 2022 ("Effective Date"), by and between the CITY OF COVINA, a California municipal corporation ("City") and United Storm Water, Inc., a California corporation ("Contractor"). Contractor's California State Contractor's license number is 768583; Class A. Contractor's DIR registration number is 1000012438.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference. In the event of any conflict between the terms of this Contract and any incorporated documents, the terms of this Contract shall control.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Catch Basin Retrofit Project ("Project"), as described in this Contract and in the Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor an amount not to exceed one hundred seventy seven thousand nine hundred forty dollars ($177,940.00) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" and incorporated herein by this reference.

4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).

5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Cal. Bus. & Prof. Code, § 16700 et seq.) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

6. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.

7. Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:
“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

8. **Trenches and Other Excavations.** If this Project involves the digging trenches or other excavations that will extend deeper than four (4) feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to proposers prior to the deadline for submitting proposals; and (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

9. **Titles.** The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

10. **Authority.** Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

11. **Entire Agreement.** This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

12. **Counterparts.** This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

[**SIGNATURE PAGE Follows**]
CITY OF COVINA

By: _____________________________
City Manager

ATTEST:

By: _____________________________
Chief Deputy City Clerk

APPROVED AS TO FORM:

By: _____________________________
City Attorney

Dated: ___________________________

("CONTRACTOR")

By: _____________________________

Printed Name: __________________
Title: ___________________________

By: _____________________________

Printed Name: __________________
Title: ___________________________
RESOLUTION CC 202-11


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 Fiscal Year 2021-2022 Operating Budget and 2021-2022 Capital Improvement Program Budget were approved on June 1, 2021; and

WHEREAS, the approved Operating Budget and Capital Improvement Program Budgets are 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 and amendments (increases/decreases) to the adopted Fiscal Year 2021-2022 Capital Improvement Program budget shall be by approval and Resolution of the City Council; and

WHEREAS, on June 1, 2021, the City Council adopted Resolution CC 2021-58 approving the Fiscal Year 2022-2026 Capital Improvement Program and the Fiscal Year 2021-2022 Capital Improvement Program Budget; and

WHEREAS, the Department of Public Works proposes to increase the scope and project costs for the Catch Basin Retrofit Project; and

WHEREAS, the City of Covina wishes to allocate additional funds for the Catch Basin Retrofit Project.

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

SECTION 1. Amend the Fiscal Year 2022-2026 Capital Improvement Program and the Fiscal Year 2021-2022 Budget as follows:

Appropriate $301,242.75 from the available Measure W Fund Balance to the Catch Basin Retrofit Project (account no. 2510-5550-55320).

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 1st day of February, 2022.

City of Covina, California

BY: __________________________________________
    JORGE A. MARQUEZ, Mayor

ATTEST:

____________________________
GEORGIANNA NICOLE ALVAREZ
Chief Deputy City Clerk

CERTIFICATION

I, Georgianna Nicole Alvarez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2022-11 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 1st day of February, 2022, by the following vote:

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

Dated:

____________________________
GEORGIANNA NICOLE ALVAREZ
Chief Deputy City Clerk
Meeting: CC Regular Meeting - Feb 01 2022
Title: Consideration of Resolutions Relating to Covina's General Municipal Election to be Held on June 7, 2022
Presented By: Nicole Alvarez, Chief Deputy City Clerk
Recommendation:

1. Adopt Resolution CC 2022-12 calling for and giving notice of the holding of a General Municipal Election to be held on Tuesday, June 7, 2022, for the election of certain officers as required by the provisions of the laws of the State of California relating to General Law Cities and requesting the Registrar of Voters of the County of Los Angeles to conduct said Election and canvass the results;
2. Adopt Resolution CC 2022-13 requesting the Board of Supervisors of the County of Los Angeles to consolidate a General Municipal Election to be held on June 7, 2022, with the Statewide Primary Election to be held on the date pursuant to section § 10403 of the Elections Code; and
3. Adopt Resolution CC 2022-14 adopting regulations for candidates for elective office pertaining to candidates' statements submitted to the voters at an Election to be held on Tuesday, June 7, 2022.

EXECUTIVE SUMMARY / BACKGROUND:

On May 18, 2021, City Council adopted Ordinance 21-04, changing the date of Covina's General Municipal Election to the date of the Statewide Primary Election in even-numbered years, commencing with the June 7, 2022 General Municipal Election. This was in response to Senate Bill (SB) 970, a requirement of the California Voter Participation Rights Act.

On January 18, 2022, City Council also adopted Ordinance 22-01 which established five Council districts and the election order of each district for the City of Covina. Residents may visit mapcovina.org under "Selected Maps" to view the district map, identifying the boundaries and number of each district, to locate which district they are in. The map has also been attached for reference (Attachment D).

For the June 7, 2022 Election, voters in Districts 1, 3, and 5 will have the opportunity to vote for one Councilmember which lives in their district for a full four-year term. A City Treasurer and a City Clerk shall be elected by voters at-large for a full four-year term.

DISCUSSION:

In preparation for this election, it is necessary for the City Council to adopt resolutions calling the General Municipal Election (Attachment A), requesting consolidation and rendering of services by the County of Los Angeles (Attachment B), and adopting regulations for candidates' statements (Attachment C).

The candidate nomination filing period for this election cycle is set for Monday, February 14, 2022 through Friday, March 11, 2022. If nomination documents for an incumbent are not filed by 5:00 p.m. on March 11, 2022, the nomination period shall be extended until March 16, 2022, at 5:00 p.m. for persons other than the incumbent.
Pursuant to Assembly Bill (AB) 571, a state contribution limit will by default apply to City Candidates when the City has not enacted a contribution limit on such candidates. The City of Covina has not enacted a contribution limit, and therefore, candidates will be subject to AB 571. The default limit for contributions for City Candidates subject to AB 571 for 2021-2022 are set at $4,900 per contributor (individual, business entity, or committee/PAC), per election.

**FISCAL IMPACT:**
The estimated cost of the election is approximately $95,000. Funding was included and approved in the 2021-2022 Fiscal Year Budget (Account No. 1010-0600).

**ATTACHMENTS:**
Attachment A - Resolution CC 2022-12 - Calling Election
Attachment B - Resolution CC 2022-13 - Requesting Consolidation of Election
Attachment C - Resolution CC 2022-14 - Regulating Candidates Statements
Attachment D - District Map

Respectfully submitted,

Nicole Alvarez
Chief Deputy City Clerk
RESOLUTION CC 2022-12


THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Covina, California, on Tuesday, June 7, 2022, a General Municipal Election for the purpose of electing three Members of the City Council (one each from Districts 1, 3, and 5), one City Treasurer (at-large), and one City Clerk (at-large) for full four-year terms as provided by law, and for possibly presenting a ballot measure or measures for consideration by the voters of the City.

SECTION 2. Pursuant to the provisions of Section 10002 of the Elections Code of the State of California, this City Council hereby requests the Registrar of Voters of the County of Los Angeles to conduct the General Municipal Election for the City of Covina.

SECTION 3. The ballots to be used at the election shall be in form and content as required by law.

SECTION 4. The City Clerk is authorized, instructed and directed to coordinate with the County of Los Angeles Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 5. The vote centers for the election shall be open on the day of the election between the hours that the governing body determines, but not less than eight consecutive hours, pursuant to Election Code § 10242, except as provided in § 14401 of the Elections Code of the State of California.

SECTION 6. A filing fee of twenty-five dollars ($25) shall be paid by each candidate upon the filing of his or her nomination papers.

SECTION 7. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections in a general law city.

SECTION 8. Notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.
SECTION 9. The City Council of Covina requests and authorizes that the Los Angeles County Registrar of Voters canvass the results of the said Election.

SECTION 10. The City of Covina shall reimburse the County of Los Angeles Registrar of Voters for the cost of services performed relative to the conduct of the General Municipal Election, after completion of all work and upon presentation to the City of a properly detailed bill.

SECTION 11. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

SECTION 12. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 13. The City Clerk is hereby directed to forward a certified copy of this Resolution to said Los Angeles County Registrar of Voters.

PASSED, APPROVED and ADOPTED at a Regular Meeting of the City Council of the City of Covina on this 1st day of February 2022.

City of Covina, California

BY: ____________________________
JORGE A. MARQUEZ, Mayor

ATTEST:

GEORGIANNA NICOLE ALVAREZ
Chief Deputy City Clerk

CERTIFICATION

I, Georgianna Nicole Alvarez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2022-12 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 1st day of February 2022, by the following vote:

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

Dated:

GEORGIANNA NICOLE ALVAREZ
Chief Deputy City Clerk
RESOLUTION CC 2022-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON JUNE 7, 2022, WITH THE STATEWIDE PRIMARY ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION § 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Covina, California, called a General Municipal Election to be held on Tuesday, June 7, 2022, for the purpose of the election of three Members of the City Council (one each from Districts 1, 3, and 5), one City Treasurer (at-large), and one City Clerk (at-large) for full four-year terms of office and for the purposes of submitting one or more ballot measures for consideration by the voters; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide Primary Election to be held on the same date and that within the City the precincts, voting centers, and election officers of the two elections be the same, and that the Los Angeles County Elections Official canvass the returns of the General Municipal Election, and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINA DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide Direct Primary Election to be conducted by the County of Los Angeles on Tuesday, June 7, 2022.

SECTION 2. The City Council requests that the Board of Supervisors of the County of Los Angeles (“Board of Supervisors”) issue instructions to direct the Registrar-Recorder/County Clerk for the County of Los Angeles (“County Registrar”) to administer, manage and oversee all facets of the City of Covina’s June 7, 2022, General Municipal Election and further direct the Registrar-Recorder/County Clerk to perform all necessary functions, services and tasks related to the complete and successful conduct of the election; the provision of all election materials and equipment; the hiring, training and supervision of vote center workers and other election personnel; the printing and distribution of ballot materials; the translation of ballot materials; the collection of submitted ballots; the tallying of votes; canvassing and the certification of election results.

SECTION 3. Pursuant to Elections Code Section 10002, the City shall reimburse the County Registrar of the County of Los Angeles for costs incurred in providing all of the services, tasks, equipment, materials and personnel required by the County Registrar to administer and conduct the City of Covina’s General Municipal Elections of June 7, 2022, upon receipt of a bill
stating the amount due as determined by the County Registrar or upon such payment terms and conditions as may otherwise be set forth by the County Registrar or the Board of Supervisors. The City Manager and City Clerk are authorized to enter into such contracts as are necessary for the administration of the election.

SECTION 4. In all particulars not otherwise specifically provided in this Resolution, the Election shall be held and conducted as provided by law.

SECTION 5. The County Elections Department is authorized to canvass the returns of the General Municipal Election. The Election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

SECTION 6. This Resolution shall rescind, supersede and take the place of all provisions of all previous and existing Resolutions, orders and policies of the City pertaining to the subject matter to the extent that they conflict with this Resolution.

SECTION 7. The City Clerk is hereby directed to file a certified copy of this Resolution with the Los Angeles County Board of Supervisors and with the Los Angeles County Elections Official.

SECTION 8. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED and ADOPTED at a Regular Meeting of the City Council of the City of Covina on this 1st day of February 2022.

City of Covina, California

BY: __________________________
JORGE A. MARQUEZ, Mayor

ATTEST:

____________________________________
GEORGIANNA NICOLE ALVAREZ
Chief Deputy City Clerk
CERTIFICATION

I, Georgianna Nicole Alvarez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2022-13 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 1st day of February 2022, by the following vote:

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

Dated:

______________________________
GEORGIANNA NICOLE ALVAREZ
Chief Deputy City Clerk
RESOLUTION CC 2022-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES’ STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, JUNE 7, 2022

WHEREAS, §13307 of the Elections Code of the State of California provides that the governing body of any local agency shall adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate’s statement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. GENERAL PROVISIONS. Pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Covina on June 7, 2022, may prepare a candidate’s statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate’s own education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the Office of the City Clerk at the time the candidate’s nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY.

A. Pursuant to the Federal Voting Rights Act, candidates’ statements will be translated into all languages required by the County of Los Angeles. The County is required to translate candidates’ statements into the following languages: Spanish.

B. The County will print and mail sample ballots and candidates’ statements to all voters in English. The County will print and mail separate sample ballots and candidates’ statements in Spanish to only those voters who are on the county voter file as having requested a sample ballot in a particular language. The County will make the sample ballots and candidates statements in the required languages available at all voting centers, on the County’s website, and in the Election Official’s office.

SECTION 3. PAYMENT.

A. Translations:

1. The candidate shall be required to pay for the cost of translating the candidate’s statement into any required foreign language as specified in (A) and/or (B) of Section 2 above pursuant to Federal and/or State law.
2. The candidate shall be required to pay for the cost of translating the candidate’s statement into any foreign language that is not required as specified in (A) and/or (B) of Section 2 above, pursuant to Federal and/or State law, but is requested as an option by the candidate.

B. Printing:

1. The candidate shall be required to pay for the cost of printing the candidate’s statement in English in the main voter pamphlet.

2. The candidate shall be required to pay for the cost of printing the candidate’s statement in a foreign language required in (A) of Section 2 above, in the main voter pamphlet.

3. The candidate shall be required to pay for the cost of printing the candidate’s statement in a foreign language requested by the candidate per (B) of Section 2 above, in the main voter pamphlet.

4. The candidate shall be required to pay for the cost of printing the candidate’s statement in a foreign language required by (A) of Section 2 above, in the facsimile voter pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidates’ statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter’s pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the Clerk is not bound by the estimate and, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

SECTION 4. MISCELLANEOUS.

A. All translations shall be provided by professionally-certified translators.

B. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

SECTION 5. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the sample ballot package.

SECTION 6. The City Clerk shall provide each candidate or the candidate’s representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 7. All previous resolutions establishing council policy on payment for candidates’ statements are repealed.

SECTION 8. That this resolution shall apply only to the election to be held on June 7, 2022, and shall then be repealed.
SECTION 9. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED and ADOPTED at a Regular Meeting of the City Council of the City of Covina on this 1st day of February 2022.

City of Covina, California

BY: __________________________
JORGE A. MARQUEZ, Mayor

ATTEST:

__________________________________________
GEORGIANNA NICOLE ALVAREZ
Chief Deputy City Clerk

CERTIFICATION

I, Georgianna Nicole Alvarez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2022-14 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 1st day of February 2022, by the following vote:

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

Dated:

__________________________________________
GEORGIANNA NICOLE ALVAREZ
Chief Deputy City Clerk
COVINA DISTRICTING 2021
MAP DEMOGRAPHICS
MAP NUMBER 2

Districts Proposed Up For Election In 2022: 1, 3 and 5
Districts Proposed Up For Election In 2024: 2 and 4

Ideal District Total Population: 10,279
Total Deviation: 7.0%

<table>
<thead>
<tr>
<th>District</th>
<th>CVAP</th>
<th>Hispanic/Latino</th>
<th>Non-Hispanic White</th>
<th>Non-Hispanic Black</th>
<th>Non-Hispanic Indian</th>
<th>Non-Hispanic Asian/Pacific Islander</th>
<th>Total Population</th>
<th>Deviation From Ideal</th>
<th>Percent Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>6,340</td>
<td>53.7%</td>
<td>21.2%</td>
<td>4.3%</td>
<td>0.3%</td>
<td>18.5%</td>
<td>10,019</td>
<td>-270</td>
<td>-2.6%</td>
</tr>
<tr>
<td>2</td>
<td>6,689</td>
<td>53%</td>
<td>28%</td>
<td>4.3%</td>
<td>0.5%</td>
<td>13%</td>
<td>10,249</td>
<td>-40</td>
<td>-0.4%</td>
</tr>
<tr>
<td>3</td>
<td>7,022</td>
<td>50.2%</td>
<td>32.6%</td>
<td>3%</td>
<td>0.6%</td>
<td>12.7%</td>
<td>10,657</td>
<td>368</td>
<td>3.6%</td>
</tr>
<tr>
<td>4</td>
<td>6,380</td>
<td>50.4%</td>
<td>30.1%</td>
<td>4.6%</td>
<td>0.3%</td>
<td>13.1%</td>
<td>9,941</td>
<td>-348</td>
<td>-3.4%</td>
</tr>
<tr>
<td>5</td>
<td>7,124</td>
<td>56.4%</td>
<td>24.5%</td>
<td>6%</td>
<td>0.4%</td>
<td>11.9%</td>
<td>10,578</td>
<td>289</td>
<td>2.8%</td>
</tr>
</tbody>
</table>
Meeting: CC Regular Meeting - Feb 01 2022
Title: Resolutions CC 2022-15 and Resolution CC 2022-16, Accepting and Allocating Grant Funds from the California Arts Council for the Covina Center for the Performing Arts, and Approving the Submission of the Project Information Package, and Authorizing the City Manager to Execute the Grant Agreement and all Related Documents, and Designating the City Manager as Agent

Presented By: Brian K. Lee, AICP, Director of Community Development

Recommendation:
1. Adopt Resolution CC 2022-15, approving the acceptance of the application for Grant Funds from the California Arts Council for the Covina Center for the Performing Arts, and approving the submission of the Project Information Package, and authorizing the City Manager to execute the grant agreement and all related documents, and designating the City Manager as Agent; and
2. Adopt Resolution CC 2022-16, amending the Fiscal Year 2021-2022 Operating Budget to accept $3,000,000 from the California Arts Council and appropriate the funds to accounts 2230-3800-42190-THETR and 2230-3800-55100-THETR for the purpose of purchasing the Covina Center of the Performing Arts.

EXECUTIVE SUMMARY:

September 23, 2021, Governor Gavin Newsom approved SB 170, which amended the Budget Act of 2021 and included additional appropriations to cities for designated projects. California State Senator Susan Rubio of the 22nd District was able to secure $3 million dollars within these appropriations to help preserve the cultural impact on the Covina Center for the Performing Arts.

This funding is administered by the California Arts Council, whom the City is working with to submit a Project Information Package (Attachment A), which will allow the project funding to be distributed. One component of the Project Information Package is a resolution of the Council approving the Project Information Package, accepting the grant funds and designating the City Manager as agent, which is being brought for your consideration today.

BACKGROUND:

The California Arts Council (CAC) is a State agency with a mission of strengthening arts, culture and creative expression as the tools to cultivate a better California for all. As such, the CAC has been tasked with administering the funding allocated to the City for the Covina Center of the Performing Arts through SB 170 funds. The City will use the funding to purchase the Covina Center of the Performing Arts, which will facilitate the reopening of the performing arts venue and assist in revitalizing the downtown and surrounding areas.

The Covina Center for the Performing Arts is a theater and concert hall facility totaling 26,543 square-feet. It is situated on a 0.23-acre site at 100 and 112 North Citrus Avenue in Covina. It is currently owned by the Champion Family Foundation and Champion Family Trust. The Theater includes: an integrated sound system for live plays, music and movies, HD movie projection, a theater stage which includes multiple lifts for dramatic effect and entry to stage, a 144-seat theater stage, a 100-seat dining banquet area and kitchen, a vintage full bar, a backstage room that includes showers, a wardrobe room, and a storage area. Additionally, there is a historic lobby, box office bar, and theater parlor. The property also includes a restaurant and a retail suite on the 1st Floor and three office suites.
on the 3rd Floor. The building was originally constructed in 1880, and started out as a movie theater venue. In 2007, the owners gutted and re-built the facility and the theater was repurposed into a performing arts venue. The owners have operated the facility by leasing the facility to schools, theater companies and by hosting live tribute band shows.

The Covina Center for the Performing Arts ("CCPA") has historically been a critical economic element of downtown Covina, as well as the overall Covina community. Over the years and due to COVID-19 pandemic, CCPA operations came to a halt, resulting in a loss of economic activity and a valuable local performing arts landmark. Therefore, in order to facilitate further growth of the economy of downtown Covina and the Covina business community, the City of Covina explored the acquisition of the CCPA. Once acquired by the City, the vision is to hire an experience performing arts operator to operate the theater.

**DISCUSSION:**
To move forward in the funding process, the City Council must approve the Application for Grant Funds, and adopt Resolution CC 2022-15. This action will allow the City to accept the funds and authorize the City Manager to sign related documents and act as agent. Funds will be allocated and accounts will be established in Resolution CC 2022-16. Once a Project Information Package is approved and the Resolution is adopted, staff will submit all required documents to the CAC. The CAC will then send a draft Agreement which, once approved, will allow the City to accept the funds and begin using the funding. Staff proposes that all funds be used to facilitate the purchase of the Covina Center of the Performing Arts.

**FISCAL IMPACT:**
The City of Covina will receive $3,000,000 in funding, with no match requirement. There is no General Fund impact. Resolution CC 2022-16 will establish and appropriate the budget into the corresponding revenue and expenditure accounts.

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**
The project is exempt under CEQA guidelines pursuant to Section 15061 (b) (3) of the CEQA guidelines, since it can be seen with certainty that the acquisition of land will not have a significant effect on the environment; thus, the activity is not subject to CEQA. The purchase of real property will have no effect on the environment, since the action will only entail the change in the property's ownership and the transfer of the deed.

**ATTACHMENTS:**
- Attachment A - Project Information Packet
- Attachment B - Resolution 2022-15
- Attachment C - Resolution 2022-16

Respectfully submitted,

Brian K. Lee
Director of Community Development
Project Information Packet
Covina Center of the Performing Arts
PROJECT INFORMATION PACKAGE CHECKLIST

Grantee sends a completed Project Information Package to Agency. Grantees should keep a complete copy of the Project Information Package for future use and reference.

Provide the package in order shown in the following checklist, via email to the Agency Grants Administrator:

<table>
<thead>
<tr>
<th>Description</th>
<th>Page #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Information Package Checklist (this page)</td>
<td>Pg. 6</td>
</tr>
<tr>
<td>Project Information Form</td>
<td>Pg. 9</td>
</tr>
<tr>
<td>Project Summary</td>
<td>Pg. 10</td>
</tr>
<tr>
<td>Authorizing Resolution</td>
<td>Pg. 11</td>
</tr>
<tr>
<td>Cost Estimate</td>
<td>Pg. 12</td>
</tr>
<tr>
<td>Project Timeline</td>
<td>Pg. 13</td>
</tr>
<tr>
<td>Property Data Sheet</td>
<td>Pg. 14</td>
</tr>
<tr>
<td>Land Tenure/Site Control Documents</td>
<td>N/A</td>
</tr>
<tr>
<td>Photos of the Project Site</td>
<td>N/A</td>
</tr>
<tr>
<td>Site Plan, if applicable</td>
<td>N/A</td>
</tr>
<tr>
<td>CEQA Compliance Documents, if applicable</td>
<td>N/A</td>
</tr>
<tr>
<td>Payee Data Form (std. 204)</td>
<td>Pg. 15</td>
</tr>
</tbody>
</table>
### F. PROJECT INFORMATION FORM

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Estimated Date of Completion:</th>
<th>Grant Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Covina Center of the Performing Arts</td>
<td>3/31/2023</td>
<td>$3,000,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Estimated Total Project Cost:</th>
<th>($State grant, other funds, and in-kind)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,240,000</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grantee Name (with mailing address)</th>
<th>County</th>
<th>Nearest City/Town</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Covina</td>
<td>Los Angeles</td>
<td>Covina</td>
</tr>
<tr>
<td>125 E. College Street</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Covina, CA 91723</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Check one: | |
| Nonprofit | Local Agency |
| ☑ | |

<table>
<thead>
<tr>
<th>Project Address (or nearest cross street)</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 &amp; 113 N Citrus Ave.</td>
</tr>
<tr>
<td>Covina, CA 91723</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Senate Dist.</th>
<th>Assembly Dist.</th>
<th>US Congressional Dist.</th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>48</td>
<td>32</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grantee’s Representative Authorized in Resolution</th>
<th>(Signature required at bottom of this page)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Chris Marcarello</td>
<td>Title: City Manager</td>
</tr>
<tr>
<td>Phone: 626-384-5409</td>
<td>Email: <a href="mailto:cmarcarello@covinaca.gov">cmarcarello@covinaca.gov</a></td>
</tr>
</tbody>
</table>

| Project Manager – Person with day to day responsibility for project (if different from authorized representative) | |
| Name: Alice Leung | Title: Management Analyst Trainee – Housing & Grants |
| Phone: 626-384-5509 | Email: aleung@covinaca.gov |

#### Brief Description of Project
(Summarize major activities to be funded by this Grant)

The City will use the funding to purchase the Covina Center of the Performing Arts and facilitate the regrowth of the economy of downtown Covina and the Covina business community.

<table>
<thead>
<tr>
<th>Latitude</th>
<th>Longitude</th>
</tr>
</thead>
<tbody>
<tr>
<td>34.086466</td>
<td>-117.889886</td>
</tr>
</tbody>
</table>

#### CEQA/Environmental Requirements

| ☑ | Exempt per CEQA Guidelines § Section 15061 (b) (3) |
| | Attach filed Notice of Exemption. |

| ☐ | CEQA completed. |
| | Attach filed Notice of Determination, Negative Declaration, or Mitigated Negative Declaration |

| ☐ | CEQA is not complete. |
| | Attach draft Initial Study with checklists. |

| ☐ | CEQA does not apply under Code § Enter section |

I certify that the information in this Project Information Form, including all attachments, is complete and accurate.

Signed: _______ Print Name | City Manager | Enter date

Designee? ☐ Yes ☑ No
(If yes, attach letter of designation from authorized representative.)
The Covina Center for the Performing Arts is a theater and concert hall facility totaling 26,543 square-feet located at 100 and 112 North Citrus Avenue. The Theater can be rented out for theater use and other banquet events. The Theater includes: an integrated sound system for live plays, music and movies, HD movie projection, a theater stage which includes multiple lifts for dramatic effect and entry to stage, a 144-seat theater stage, a 100-seat dining banquet area and kitchen, a vintage full bar, a backstage room that includes showers, a wardrobe room, and storage area. Additionally, there is also a history lobby, box office bar, and theater parlor. The property also includes a restaurant and a retail suite on the 1st floor and three office suites on the 3rd floor, which all operate independently from the theater use, but are included in the purchase.

The building was originally constructed in 1880, and started out as a movie theater venue. The Theater was a hot spot for many Covina youth when “The Candy Box” opened in the same building. In the 1930s, the Theater was remodeled to bring in color movie entertainment. In 1948, the building was remodeled to add structural strength in case of an earthquake and over the years the theater continued to be remodeled to suit the needs of its patrons and the entertainment industry. In 2001, the longtime Covina residents Chris and Retha Champion purchased the theater building. Chris and Retha Champion both had a love for arts and the community and saw potential in transforming the former Covina Valley Playhouse into a center stage repertory and a center for a broader cultural renaissance in Covina. In 2007, the owners fully renovated the facility and the theater was repurposed into a performing arts venue. The facility very quickly became the cultural hub of the San Gabriel Valley and overall Covina community.

The Covina Center for the Performing Arts has historically been a critical economic element of downtown Covina, as well as the overall Covina community. Over the years and also due to COVID-19 pandemic period, the Covina Center for the Performing Arts business activities ceased. The current owner/operator of the theater is no longer financially or logistically capable of restarting the performing arts venue operations. In addition, adjacent and neighboring Covina businesses that relied on the customer traffic generated by the Covina Center also experience reduced business activity. Therefore, in order to facilitate the regrowth of the economy of downtown Covina and the Covina business community, the City of Covina is preparing to enter into an agreement to purchase the Covina Theater property. Once the property is owned by the City, it is envisioned that the City will sublease the Theater to an experienced performing arts operator and or the local school districts for performing arts use and other sublease retail suites for retail and office use which will in turn increase traffic to the downtown and surrounding areas.
COST ESTIMATE FORM FOR DEVELOPMENT PROJECTS
All cost elements included should be consistent with the scope, site plan and CEQA documents. Add and delete project elements as applicable to your project.

<table>
<thead>
<tr>
<th>Project Elements (SAMPLE ONLY)</th>
<th>Total Project Costs</th>
<th>California Arts Council</th>
<th>ARPA</th>
<th>City “balloon payment”</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NON-CONSTRUCTION COSTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Project Management &amp; Administration</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff Time (direct costs only)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incidental Charges</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultants</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal – Direct Management</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Planning, Design &amp; Permitting</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff Time (direct costs only)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultants</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Permit Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal – Planning, Design &amp; Permitting</strong></td>
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<td></td>
<td></td>
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<tr>
<td>CEQA Compliance (if applicable)</td>
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<tr>
<td>Staff Time (direct costs only)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultants</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>Subtotal – CEQA</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SUB-TOTAL Non-Construction Costs</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(not to exceed 25% of grant)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CONSTRUCTION COSTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Component X (Specify)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Component Y (Specify)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Component Z (Specify)</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SUB-TOTAL Construction Costs</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contingency (not to exceed 10% of grant)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| PURCHASE OF EXISTING THEATER                  | $6,240,000.00        | $3,000,000.00            | $1,100,000.00 | $2,140,000.00 |
| PROJECT GRAND TOTAL                           |                     |                         |      |                        |

Category listing should be detailed and customized to fit the project. Each Funding source, whether In-Kind or cash should have its own column. Specify In-Kind or cash in each column heading. The General Fund Grant and Other Funding Sources should sum the Total Project Costs column. LS = Lump Sum
**Project Timeline:**

<table>
<thead>
<tr>
<th>Tripod</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Work</td>
<td>N/A</td>
</tr>
<tr>
<td>CEQA Documents</td>
<td>N/A</td>
</tr>
<tr>
<td>Design of Site/Plans</td>
<td>N/A</td>
</tr>
<tr>
<td>Evidence of Bond Acknowledgement</td>
<td>N/A</td>
</tr>
<tr>
<td>Construction Period</td>
<td>N/A</td>
</tr>
<tr>
<td>Submit Project Close Out</td>
<td>December 31, 2022</td>
</tr>
</tbody>
</table>

Funds is to be used for the purchase of the Covina Center of the Performing Arts. No construction involved, therefore timeline above is not applicable.
<table>
<thead>
<tr>
<th>No</th>
<th>Owner Name</th>
<th>Assessor Parcel Number(s)</th>
<th>Acreage</th>
<th>Type of Ownership</th>
<th>Proof of Ownership (tax bill, grant deed, etc.)</th>
<th>O&amp;M Agreement</th>
<th>Letter from Owner</th>
<th>Entity to perform O&amp;M</th>
<th># of years O&amp;M to be performed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Champion Family Trust</td>
<td>8445-009-012</td>
<td>situated on a 0.23-acre site</td>
<td>Fee Simple</td>
<td></td>
<td></td>
<td>LOI</td>
<td>City of Covina</td>
<td>ongoing</td>
</tr>
<tr>
<td>2</td>
<td>Champion Family Foundation</td>
<td>8445-009-043</td>
<td>situated on a 0.23-acre site</td>
<td></td>
<td></td>
<td></td>
<td>LOI</td>
<td>City of Covina</td>
<td>ongoing</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4</td>
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<td></td>
<td></td>
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<tr>
<td>5</td>
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<tr>
<td>6</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Grand total of all Parcels Comprising Project Area</td>
<td></td>
<td>situated on a 0.23-acre site</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Comments:**
- These parcels will all be merged into a single APN, see attached legal descriptions.

**Total Number of Parcels:** 2  **Total Number of Acres:** 2 situated on a 0.23-acre site
December 15, 2021

Chris Champion
The Champion Foundation
221 N Citrus Ave
Covina, CA 91723
626-331-0809

RE: Covina Center for the Performing Arts
100-112 N Citrus Ave
Covina, CA 91723

Chris,

The purpose of this letter is to set forth the interest of my client, City of Covina, in purchasing the above referenced properties. This letter is not intended to be a binding agreement between the Seller and Buyer, but merely a statement of general terms and conditions to purchase the Properties.

Buyer:
City of Covina

Seller:
The Champion Foundation
221 N Citrus Ave
Covina, CA 91723

Properties/Premises:
Covina Center for the Performing Arts
100-112 N Citrus Ave
Covina, CA 91723

Building Size:
26,543 square feet building

Purchase Price:
$6,240,000.00 per the appraisal

$4,100,000.00- Cash at Close of Escrow -

$2,140,000.00 -Seller to carry back a note for five years, interest only paid annually at five (5%) percent interest.

For purposes of this Agreement, the "Appraised Value" shall be determined by the following method:

1. Buyer to provide new appraisal value to Seller. To be provided in 30 days.
2. In the event that Seller does not agree with the appraisal value from Buyer, Seller will submit a new appraisal value within 30 days.

3. If neither Seller nor Buyer agree with the appraisal value provided by Seller, then a third party appraisal will be conducted within 30 days. Both Seller and Buyer must approve of the appraiser.

This Contract is contingent upon the Property being valued according to the appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price.

Deposit:
Within three (3) business days following the mutual execution of the Purchase and Sale Agreement ("PSA"). Buyer shall deposit Fifty Thousand Dollars ($50,000.00) (the "Deposit") into an interest-bearing escrow account. The Deposit shall be refundable prior to the expiration of the Due Diligence Period.

Due Diligence:
Buyer shall have a Seventy Five (75) calendar day period (the "Due Diligence Period") after mutual execution of the PSA and opening of escrow to approve or disapprove the condition of the Properties, including: title, survey, physical inspection, environmental review, tax bills, current building plans, all warranties and maintenance records, operating budget, any and all studies or reports in the possession of Seller relating to the presence (or absence) of hazardous and/or toxic materials of the Properties, the condition of the soil underlying the possession that apply to the Properties.

Buyer will have Two (2) Thirty Day (30) extension periods and shall pay Twenty Thousand Dollars ($20,000.00) non-refundable for each extension.

Close of Escrow:
The Close of Escrow shall occur fifteen (15) calendar days after expiration of the Due Diligence Period, subject to satisfaction of the Closing Conditions.

Seller Obligations & Deliveries:
Seller shall disclose all relevant information, as well as provide Buyer with all the pertinent documents relating to the Properties within Sellers' possession, including all surveys, topographic maps, environmental reports, grading plans, architectural plans, environmental studies, soil reports, geotechnical reports, leases, contracts, water agreements, market surveys and such other materials, documents, reports, studies, notices and all other information affecting the Properties.

Buyer’s Conditions Precedent:
The PSA shall include such Closing Conditions acceptable to Buyer, including: without limitation, the following:
(i) The Title Company shall stand ready to issue the Title Policy in favor of Buyer insuring Buyer as the fee owner of the Properties with liability in the amount of the Purchase Price, subject only to the listed title exceptions that have been approved by Buyer during the Due Diligence Period;

(ii) Each and all of the representations and warranties made by Seller in the PSA shall be true and correct as of the Closing Date and Seller shall have made all of its closing deliveries;

(iii) Satisfaction to Buyer of the non-existence of hazardous material on the Properties;

(iv) Buyer’s review of all reports, documents affecting the subject properties and confirmation of the existing zoning;

(v) Buyer’s approval of its inspections of the Properties during the Due Diligence Period; and

Purchase and Sale Agreement: The parties will negotiate exclusively in good faith to execute a binding PSA within fifteen (15) days after mutual execution of this letter of intent. The parties may elect to negotiate beyond the above date if they so elect without implied obligation to continue or agree at any time.

Broker: Springstead & Associates represents Buyer in this transaction. A sales commission shall be paid to Broker pursuant to a separate agreement between Broker and Seller upon the successful close of Escrow.

Expiration Date: If this letter is not accepted by Seller and delivered to Buyer on or before December 30, 2021, this letter shall become null and void.

Buyer and Seller agree to negotiate exclusively, and in good faith, to execute a binding PSA. Other than the parties agreement to negotiate exclusively, and in good faith, to execute a binding PSA, Seller and Buyer acknowledge and agree that this non-binding letter is not intended to be, and should not be construed as an agreement for the sale and purchase of the Properties; the terms and conditions in this letter is not intended to be exhaustive; and the PSA may contain additional contingencies, conditions, warranties and representations. All terms contained herein are strictly confidential.

Sincerely,
Carol Springstead
Springstead & Associates

Approved By: [Signature]
By: [Signature]
Name: Chris Champion
Title: Owner
Date: 12/21/21
Site Photos:

Photo 1: The aerial image of the project site (in blue) is the location of the property.
Photo 2: The front of the theater along Citrus Ave.

Photo 3: Auditorium and Stage
Photo 4: 2nd Floor Restaurant/Banquet Room

Photo 5: Ground floor lobby
Site Plan, Permit Approval Status, CEQA Compliance:

Funds will be used to purchase the Covina Center of the Performing Arts. No construction or renovations involved, therefore the following documents are not applicable.
STATE OF CALIFORNIA-DEPARTMENT OF FINANCE
PAYEE DATA RECORD
(Required when receiving payment from the State of California in lieu of IRS W-9)
STD. 204 (Rev. 6-2003)

INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.

NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.

PAYEE'S LEGAL BUSINESS NAME (Type or Print)
City of Covina

SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)

E-MAIL ADDRESS

MAILING ADDRESS
125 E. College Street
CITY, STATE, ZIP CODE
Covina, CA 91723-2199

BUSINESS ADDRESS
125 E. College Street
CITY, STATE, ZIP CODE
Covina, CA 91723-2199

ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):
915-6000699

NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.

PAYEE ENTITY TYPE

☐ PARTNERSHIP
☐ CORPORATION:
☐ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)
☐ LEGAL (e.g., attorney services)
☒ EXEMPT (nonprofit)
☒ ALL OTHERS -- Government

☐ INDIVIDUAL OR SOLE PROPRIETOR

ENTER SOCIAL SECURITY NUMBER:
- - - - -

(SSN required by authority of California Revenue and Tax Code Section 18646)

PAYEE RESIDENCY STATUS

☐ California resident - Qualified to do business in California or maintains a permanent place of business in California.
☒ California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.

No services performed in California.
Copy of Franchise Tax Board waiver of State withholding attached.

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.

AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)
Anita Agramonte

TITLE
Director of Administrative Svc

SIGNATURE

DATE
1/25/22

TELEPHONE
(626)384-5516

Please return completed form to:

Department/Office: __________________________________________

Unit/Section: ________________________________________________

Mailing Address: ____________________________________________

City/State/Zip: _____________________________________________

Telephone: (____)___________________ Fax: (____)___________

E-mail Address: ____________________________________________
RESOLUTION CC 2022-15


WHEREAS, the Legislature and Governor of the State of California have approved a grant for the project shown above; and

WHEREAS, the California Arts Council has been delegated the responsibility for the administration of the grant project, setting up necessary procedures; and

WHEREAS, said procedures established by the California Arts Council, the Grantee to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

WHEREAS, the Grantee will enter into an agreement with the State of California for subject project.

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

SECTION 1. Approves the acceptance of general fund allocation for local assistance for the above project(s).

SECTION 2. Certifies that said agency understands the assurances and certification in the Project Information Form.

SECTION 3. Certifies that said agency will have sufficient funds to operate and maintain the projects(s) or will enter into an agreement with another entity to perform said operation and maintenance.

SECTION 4. Certifies that said agency has reviewed and understand the General Provisions contained in the Project Agreement shown in the Procedural Guide.

SECTION 5. Appoints the City Manager as agent to conduct all negotiations, execute and submit all documents including, but not limited to Project Information Form, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

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.
APPROVED and PASSED this 1st day of February, 2022.

City of Covina, California

BY: __________________________
Jorge A. Marquez, Mayor

ATTEST:

____________________________
Georgianna Nicole Alvarez
Chief Deputy City Clerk

CERTIFICATION

I, Georgianna Nicole Alvarez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2022-15 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 1st day of February, 2022, by the following vote:

AYES: Council Members:
NOES: Council Members:
ABSTAIN: Council Members:
ABSENT: Council Members:

Dated:

____________________________
Georgianna Nicole Alvarez
Chief Deputy City Clerk
RESOLUTION CC 2022-16


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, 2021 and ending June 30, 2022 was approved on June 1, 2021; and

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

WHEREAS, on occasion, the City Council will deem it necessary to amend the Operating Budget to create a new budget allocation in order to facilitate a project the City Council deems necessary and important; and

WHEREAS, those amendments (allocations) to the Budget shall be by approval and memorialized by Resolution of the City Council; and

WHEREAS, the Covina City Council wishes to establish a new Budget allocation in order to facilitate the acceptance and allocation of $3,000,000 in funds from the California Arts Council.

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

SECTION 1. The Fiscal Year 2021-22 Operating Budget shall be amended and shall establish the necessary accounts as follows:

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Title</th>
<th>Original Budget</th>
<th>Increase</th>
<th>Amended Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>2230-3800-42190-THETR</td>
<td>Other State Grants-Cultural Arts-Other State Grants/Subventions-Project: Covina Theater</td>
<td>$0.00</td>
<td>$3,000,000</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>2230-3800-55100-THETR</td>
<td>Other State Grants-Cultural Arts-Building and Structures-Project: Covina Theater</td>
<td>$0.00</td>
<td>$3,000,000</td>
<td>$3,000,000</td>
</tr>
</tbody>
</table>
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 1st day of February, 2022.

City of Covina, California

BY: ___________________________
Jorge A. Marquez, Mayor

ATTEST:

GEORGIANNA NICOLE ALVAREZ
Chief Deputy City Clerk

CERTIFICATION

I, Georgianna Nicole Alvarez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2022-16 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 1st day of February, 2022, by the following vote:

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

Dated:

GEORGIANNA NICOLE ALVAREZ
Chief Deputy City Clerk
Meeting: CC Regular Meeting - Feb 01 2022
Title: Covina Skate Park Project – Award of Contract for Design Services to Spohn Ranch Skateparks for an Amount of $61,900
Presented By: Lisa Evans, Director of Parks & Recreation
Andy Bullington, Director of Public Works
Rafael M. Fajardo, City Engineer
Recommendation: 1. Award the Contract for Design Services for the Covina Skate Park Project to Spohn Ranch Skateparks as the responsible bidder in an amount not-to-exceed $61,900 and authorize the City Manager to execute the Contract; and
2. Establish a contingency allowance of $4,100 for additional services if needed;
3. Adopt Resolution CC 2022-17 to amend the Fiscal Year 2021-2022 Capital Improvement Program to reflect an appropriation of $65,000 from the Measure CC Fund for the design of the Covina Skate Park Project at Wingate Park.

EXECUTIVE SUMMARY / BACKGROUND:
Over the past several years there has been an interest from the Covina community and City Council to explore locations and develop plans and specifications for the construction of a skateboard-friendly amenity in the City. Staff was given direction to explore feasible City-owned locations for a new skate park has it has been determined that Wingate Park is a viable location for the construction of a new skate park.

DISCUSSION:
City staff contemplated an initial idea of constructing a skateboard-friendly facility at Covina Park; however, it was determined that the available space would not be sufficient for this type of use and the facility would be in close proximity to adjacent homes. After reviewing other available City-owned locations, staff identified Wingate Park as the best potential site for the development of a skate plaza.

Following a request for proposal process for skate park design services, it has been determined that the lowest responsive and responsible bidder for the project is Spohn Ranch Skateparks. As such, it is recommended that a contract be awarded for the Covina Skate Park Project to Spohn Ranch Skateparks as the lowest responsive and responsible bidder in the amount of $61,900 and authorize the City Manager to execute said contract.
The proposed location of this facility on Wingate Park is adjacent to Grand Avenue on the existing location of the Strawberry Farms stand. The stand is no longer being operated on a regular basis and could be reconfigured into a new use that would generate additional activity along the west end of the Park. The repurposing of the space into a skatepark will serve a large segment of the Covina community and help provide a dedicated space for skateboarders. This area has sufficient open space and a natural grade change, which is a desirable feature in the development of a skate plaza. The proposed location is also near Grand Avenue, which increases visibility for public safety purposes; however, it is offset from nearby homes as to not create unintended noise impacts. Based on review of the location, City staff believes the area can accommodate a skate plaza approaching approximately 9,000 square feet.

If the City Council concurs with the selection of this site, the next step would be to proceed with design, plans and specifications for construction. City staff has requested proposals from several skate park design firms and Spohn Ranch Skateparks was the lowest responsive, responsible bidder for design, specifications and construction documents. In conjunction with City staff (Parks & Recreation and Public Works), the designer would conduct public outreach meetings for feedback on design elements and the construction of a new restroom facility. As anticipated, the City project team would also involve local stakeholders such as the team at Pawnshop Skate Co., who have already provided input on the conceptual layout.

Below is one conceptual design to initiate a dialogue with respective parties:

CONCEPTUAL LAYOUT
PROJECT SCHEDULE

It is anticipated that the project will take approximately nine (9) months to complete as follows:

- Design: February – May 2022
- Construction Award: July 2022
- Construction: July – November 2022
- Completion: December 2022

Informal Request for Proposals (RFP) were sent out to three consultant firms. In response to the RFP, two proposals were received with the following results:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Consultant</th>
<th>Location</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sphon Ranch Skateparks</td>
<td>Los Angeles, CA</td>
<td>$61,900</td>
</tr>
<tr>
<td>2</td>
<td>CEJ Engineers, Inc.</td>
<td>Walnut, CA</td>
<td>$95,000</td>
</tr>
<tr>
<td>3</td>
<td>Montenegro Consultants, Inc.</td>
<td>Rosemead, CA</td>
<td>No Response</td>
</tr>
</tbody>
</table>

Staff reviewed the proposal documents as well as the consultants’ backgrounds and recent projects for competency and responsiveness to deliverables identified in the RFP. City staff determined that Spohn Ranch Skateparks is the successful lowest responsive and responsible bidder.

FISCAL IMPACT:

Resolution CC 2022-17 (Attachment C) conveys an appropriation of $65,000 from available Measure CC funding for the the Covina Skate Park Project – Design Services (Account No. 10953400-55200-P2207).

<table>
<thead>
<tr>
<th>Account No.</th>
<th>Account Title</th>
<th>Original Budget</th>
<th>Increase</th>
<th>Amended Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>10953400-55200-P2207</td>
<td>Covina Skate Park Project</td>
<td>$0.00</td>
<td>$65,000</td>
<td>$65,000</td>
</tr>
</tbody>
</table>

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):
This project has been determined to be categorically exempt under CEQA in accordance with Title 14, Chapter 3, Class 1, Sections 15301 and 15302. This exemption includes the minor alteration of existing public facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The project involves negligible or no expansion of an existing use.

**ATTACHMENTS:**

Attachment A - Proposal, Spohn Ranch, Inc.
Attachment B - PSA, Spohn Ranch, Inc.
Attachment C - Resolution CC 2022-17

Respectfully submitted,

Andy Bullington
Director of Public Works

Lisa Evans
Parks and Recreation/Library Services Director

Refael M. Fajardo
City Engineer
PROPOSAL FOR DESIGN SERVICES
WINGATE PARK SKATEPARK
CITY OF COVINA, CALIFORNIA

JANUARY 10, 2022
EXHIBIT A – SCOPE OF WORK

PROJECT DESCRIPTION

The City of Covina (Client) seeks professional design services for the development of an approximately 9,000 square foot concrete skatepark and small pre-fabricated restroom at the west end of Wingate Park in Covina, California.

PHASE 1 – DESIGN DEVELOPMENT

Task 1.1 Project Kick-Off Meeting – Spohn Ranch and the Client will kick-off the project via a virtual or in-person meeting. We will review the project goals, project schedule and points of coordination.

- Task 1.1 Deliverable
  - Meeting Minutes (PDF)

Task 1.2 Information Gathering & Review – During the Project Kick-Off Meeting, Spohn Ranch and the Client will take stock of existing site data, studies and any other information pertinent to the project and project site. We will review existing information and work with the Client to collect additional information as necessary. The site information typically required to begin design work is as follows:

  - Site survey (AutoCAD)
  - As-built drawings
  - Geotechnical report
  - Any master plan design work or future improvements planned for the site
  - Any local, state or federal design requirements

Task 1.3 90% Design Development – Incorporating feedback from the Project Kick-Off Meeting, Spohn Ranch will refine the conceptual design to a 90% Design Development level.

- Task 1.3 Deliverable
  - 3D Renderings (JPEG)
  - Labeled & Scaled 2D Site Plan (PDF)
  - Construction Cost Estimate (PDF)
  - 2D Base (AutoCAD)

Task 1.4 90% Design Development Review Meeting – Spohn Ranch will lead a virtual or in-person meeting to present the refined conceptual design and solicit feedback.

- Task 1.4 Deliverable
  - Meeting Minutes (PDF)

Task 1.5 100% Design Development – Incorporating feedback from the 90% Design Development Review Meeting, Spohn Ranch will refine the conceptual design to a 100% Design Development level.

- Task 1.5 Deliverable
  - 3D Renderings (JPEG)
PHASE 2 – CONSTRUCTION DOCUMENTS

Task 2.1 90% Construction Documents – Spohn Ranch will prepare professional construction documents detailing the proposed improvements.

- Task 2.1 Deliverable (PDF & AutoCAD)
  - Title Sheet
  - Erosion & Sediment Control Plan
  - Demolition Plan
  - Information Plan
  - 3D Perspective
  - Layout Plan
  - Steel Plan
  - Color Plan
  - Jointing Plan
  - Grading & Drainage Plan
  - Utility Plan
  - Sections
  - Construction Details
  - Technical Specifications

Task 2.2 90% Construction Documents Review Meeting – The Client will review the 90% Construction Documents submittal and prepare redline comments. Spohn Ranch will lead a virtual or in-person meeting with the Client to review the redline comments and identify actions necessary to address the comments.

- Task 2.2 Deliverable
  - Meeting Minutes (PDF)

Task 2.3 100% Construction Documents – Spohn Ranch will incorporate feedback from the 90% Construction Documents Review Meeting and prepare a 100% Construction Documents submittal sealed by CA-licensed structural and civil engineers.

- Task 2.3 Deliverable
  - 100% Construction Documents (PDF & AutoCAD)
EXHIBIT B - PROJECT FEES

Fees for services described in Exhibit A shall be incurred and paid pursuant to the following schedule:

**PHASE 1 – DESIGN DEVELOPMENT**

<table>
<thead>
<tr>
<th>TASK:</th>
<th>FEE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>DRAFTING, 3D MODELING &amp; RENDERING</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>COST ESTIMATING</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>MISCELLANEOUS PROJECT MANAGEMENT &amp; COORDINATION</td>
<td>$3,000.00</td>
</tr>
<tr>
<td><strong>TOTAL FEES:</strong></td>
<td><strong>$10,500.00</strong></td>
</tr>
</tbody>
</table>

**PHASE 2 – CONSTRUCTION DOCUMENTS**

<table>
<thead>
<tr>
<th>TASK:</th>
<th>FEE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>DRAFTING</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>TECHNICAL SPECIFICATIONS</td>
<td>$900.00</td>
</tr>
<tr>
<td>CIVIL ENGINEERING – REVIEW &amp; SEAL</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>STRUCTURAL ENGINEERING – REVIEW &amp; SEAL</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>MISCELLANEOUS PROJECT MANAGEMENT &amp; COORDINATION</td>
<td>$4,500.00</td>
</tr>
<tr>
<td><strong>TOTAL FEES:</strong></td>
<td><strong>$39,400.00</strong></td>
</tr>
</tbody>
</table>

- Fees do not include any work not expressly described in Exhibit A

**ADD ALTERNATES**

<table>
<thead>
<tr>
<th>TASK:</th>
<th>FEE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>SITE SURVEY</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>GEOTECHNICAL STUDY</td>
<td>$6,000.00</td>
</tr>
</tbody>
</table>
This Professional Services Agreement ("Agreement") is dated February 1, 2022 ("Effective Date") and is between the City of Covina, a California municipal corporation ("City") and Spohn Ranch, 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 design services for the Covina Skate Park Project.

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, 2022 unless sooner terminated as provided in Section 14 of this Agreement. The City may, upon mutual agreement, extend the contract for one (1) additional one-year terms. In no event shall the contract be extended beyond June 30, 2023.

2. **Compensation.**

   A. **Compensation.** As full compensation for Consultant’s services provided under this Agreement, City shall pay Consultant the total flat sum of Sixty-One Thousand Nine Hundred Dollars ($61,900) (the “maximum compensation”), 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 [Name], [Title] (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.

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 and in a manner reasonably satisfactory to City.

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 or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant shall determine the means, methods, and details by which Consultant’s personnel will perform the services under this Agreement. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and compliance with the customary professional standards.

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. 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. This Agreement may call for services that, in whole or in part, constitute “public works,” as defined in the California Labor Code. Therefore, as to those services that may be “public works”, including design services. Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in Exhibit C.

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 services under this Agreement, including a business license.

4. **Method of Payment.**

A. **Invoices.** Consultant shall submit to City an invoice, on a monthly 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. 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 and not an employee of City. The personnel performing the services under this Agreement on behalf of Consultant shall also not be employees of City and 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. 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. Consultant and Consultant’s personnel shall not supervise any of City’s employees; and City’s employees shall not supervise Consultant’s personnel. Consultant’s personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City; and Consultant’s personnel shall not use any City e-mail address or City telephone number in the performance of any of the services under this Agreement. Consultant shall acquire and maintain, at its sole cost and expense, such vehicles, equipment, and supplies as Consultant’s personnel require to perform any of the services required by this Agreement. Consultant shall perform the services off of City premises at locations of Consultant’s choice, except as otherwise may from time to time be necessary in order for Consultant’s personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant’s performance of the services under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services. City may make a computer available to Consultant from time to time for Consultant’s personnel to obtain information about or to check on the status of projects pertaining to the services under this Agreement.

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. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant’s personnel in connection with their performance of the services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute or ordinance to the contrary, Consultant and any of its officers, employees, agents, and subcontractors providing any of the services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System (“PERS”) as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

C. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant’s personnel practices. or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section 6. In addition to all other remedies available under law, City shall have the right to 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 Section 6. This duty of indemnification is in addition to Consultant’s duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

7. PERS Compliance and Indemnification.

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the services under this Agreement, Consultant shall assure compliance with the Public Employees’ Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees’ Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant’s violation of any provisions of this Section 7. This duty of indemnification is in addition to Consultant’s duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.
8. 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 8 shall survive the expiration or termination of this Agreement.

9. 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 9 into any subcontract that Consultant executes in connection with the performance of this Agreement.

10. Indemnification.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify and hold harmless 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, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and reimbursement of attorney’s fees and costs of defense (collectively “Liabilities”), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, 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 design professional services under this Agreement by a “design professional,” as the term is defined under California Civil Code Section 2782.8(c)(2).

B. Other Indemnities.

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, 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 “Claims”), 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 Claims 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 Claim 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 the 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 B. 2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 10 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 indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims 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 Claims 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.

C. Workers’ Compensation Acts not Limiting. Consultant’s obligations under this Section 10, 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.

D. 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. This hold harmless and indemnification provisions in this Section 10 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, Claim, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. The indemnification in this Section 10 shall survive the expiration or termination of this Agreement.

11. 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 11.

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) **Professional Liability 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 11 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 11.

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 11 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 11 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 11 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 11 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 11 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 11, 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 11. 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 10 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 11.

12. 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.
13. **Records and Inspections.** Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of five (5) 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.

14. **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.

15. **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.

16. **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: Public Works, Engineering
   City of Covina
   125 E. College Street
   Covina, California 91723

   **If to Consultant:**
   Attn: Spohn Ranch, Inc.
   6824 S Centinela Ave
   Los Angeles, CA 90230

17. **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.

18. **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 18 shall be 
void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 
18, “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.

19. **No Third Party Beneficiaries Intended.** Except as otherwise provided in Section 10, 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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.
25. **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.

26. **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.

27. **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.

28. **Attorneys’ Fees.** In any litigation or other proceeding by which a 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.

29. **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.

30. **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: _________________________
   Title: __________________________

ATTEST:

By: ____________________________
   Name: Georgianna Nicole Alvarez
   Title: Chief Deputy City Clerk

Consultant:

Spohn Ranch, 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 C
CALIFORNIA LABOR CODE COMPLIANCE
(Labor Code §§ 1720 et seq., 1813, 1860, 1861, 3700)

If this Agreement calls for services that, in whole or in part, constitute “public works” as defined in the California Labor Code, then:

1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency (“City”) and Consultant agrees to be bound by all the provisions thereof as though set forth in full herein.

2. Consultant shall be registered with the Department of Industrial Relations (“DIR”) in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement.

3. Consultant shall comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at [http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm], are on file with City, and are available to any interested party upon request. Consultant shall, as a penalty to City, forfeit not more than two-hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under this Agreement by Consultant or by any subcontractor.

4. Pursuant to California Labor Code Section 1771.4, Consultant’s services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall post job site notices as prescribed by DIR regulations and agrees to furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

5. Consultant shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Consultant and each subcontractor to: (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform City of the location of the records. Consultant is responsible for compliance with Section 1776 by itself and all of its subcontractors.

6. Consultant shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

7. Consultant shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit twenty-five dollars ($25) for each worker employed in the execution of this Agreement by Consultant or by any subcontractor for each calendar day during which such
worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

Date _______________   Signature ____________________________________
RESOLUTION CC 2022-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO AMEND THE FISCAL YEAR 2021-2022 CAPITAL IMPROVEMENT PROGRAM TO REFLECT AN APPROPRIATION OF $65,000 FROM THE MEASURE CC FUND FOR THE COVINA SKATE PARK PROJECT (ACCOUNT NO. 10953400-55200-P2207)

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 Fiscal Year 2022 Operating Budget and 2022 Capital Improvement Program Budget were approved on June 1, 2021; and

WHEREAS, the approved Operating Budget and Capital Improvement Program Budgets are 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 and amendments (increases/decreases) to the adopted 2022 Capital Improvement Program budget shall be by approval and Resolution of the City Council; and

WHEREAS, on June 1, 2021, the City Council adopted Resolution CC 2021-58 approving the Fiscal Year 2022-2026 Capital Improvement Program and the Fiscal Year 2022 Capital Improvement Program Budget; and

WHEREAS, the City of Covina wishes to allocate funds for the Covina Skate Park Project – Design Phase from Measure CC funds provided to the City.

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

SECTION 1. Amend the Fiscal Year 2022-2026 Capital Improvement Program and the Fiscal Year 2021-2022 Budget as follows: Allocate funding for the Covina Skate Park Project in the amount of $65,000. Appropriate $65,000 from available Measure CC fund (Account No. 10953400-55200-P2207).

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 1st day of February, 2022.

City of Covina, California

BY:  
JORGE A. MARQUEZ, Mayor
CERTIFICATION

I, Georgianna Nicole Alvarez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2022-17 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 1st day of February, 2022, by the following vote:

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

Dated:

___________________________________________
GEORGIANNA NICOLE ALVAREZ
Chief Deputy City Clerk
Meeting: CC Regular Meeting - Feb 01 2022
Title: One Year Extension of Agreement with Professional Account Management LLC
Presented By: David Povero, Chief of Police
Recommendation: Approve the First Amendment to the agreement with Professional Account Management LLC fora one (1) year extension to provide parking citation processing and collection services; and authorize the City Manager to execute the amendment.

EXECUTIVE SUMMARY / BACKGROUND:
Prior to 2017, the City of Covina contracted with the City of Inglewood to provide parking citation processing and collection services under the name "Inglewood Citation Management Services" (ICMS). The City of Covina has contracted with the City of Inglewood since April 2001 for data processing, preparation and mailing of notices, payment processing and other administrative parking citation support services. In April 2007, the City of Inglewood contracted with Professional Account Management LLC (PAM) a Duncan Solutions Company, to provide a new citation processing system, technical support services and expanded collection services to support the City's internal and external client agencies. In 2017, the City of Inglewood notified their government clients, such as Covina, that they were discontinuing this outsource service program and authorized PAM to present each client with a proposal and agreement to continue these service.

DISCUSSION:
Since March 1, 2017, PAM has been been directly providing citation processing and collection services to the City of Covina under a new 5-year agreement with the option to extend the agreement for five (5) additional one-year terms. Under this agreement the Police Department has been utilizing the following services:

- Hosted AutoProcess Parking Citation System
- Preparing and mailing courtesy/delinquent notices
- Telephone customer service system with payment by credit/debit cards
- On-line payment system
- Lock-box payment processing
- Obtaining State/DMV registered owner information
- Providing hosted document management system for administrative reviews
- Providing comprehensive delinquent citation collection services with DMV registration holds and Franchise Tax Board intercept liens

Continuing citation processing and collection services with PAM will ensure the City does not experience any disruption of service or delays in receiving parking citation revenues.

FISCAL IMPACT:
For calendar year 2021, the City issued 18,292 citations resulting in approximately $450,000 in revenue. The annual cost of service provided by PAM is approximately $91,000.
CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):
None.

ATTACHMENTS:
Attachment A - First Amendment PAM

Respectfully submitted,

[Signature]
David Povero
Chief of Police
FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF COVINA AND PROFESSIONAL ACCOUNT MANAGEMENT, LLC (PAM)

THIS FIRST AMENDMENT to the Agreement to provide parking citation processing and collection services (Agreement) is made and entered into as of February 28, 2022 by and between the City of Covina, a California municipal corporation (hereinafter referred to as “City”), and Professional Account Management, a Wisconsin limited liability corporation (“PAM”). 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. The parties entered into that certain Professional Services Agreement for processing and collection of the City’s parking citation accounts with a term of March 1, 2017 through February 28, 2022 with the option to extend the agreement for five (5) additional one-year terms upon mutual agreement.

   B. The parties now desire to extend the term of the agreement to February 28, 2023 and to amend the Agreement as set forth in this Amendment.

2. Section 1 of the Agreement entitled “TERM” is hereby amended to read as follows:

   “The term of this Agreement shall be from the Effective Date through February 28, 2023, unless sooner terminated as provided in Section 20 of this Agreement. The City may, upon mutual agreement, extend the contract for four (4) additional one-year terms. In no event shall the contract be extended beyond February 28, 2027.”

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.

City:
City of Covina,
a California municipal corporation

By: ____________________________
   Name: Chris Marcarello
   Title: City Manager

ATTEST:

By: ____________________________
   Name: Georgianna Nicole Alvarez
   Title: Chief Deputy City Clerk

APPROVED AS TO FORM:

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

Professional Account Management
a Wisconsin LLC

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.)
EXECUTIVE SUMMARY / BACKGROUND:

As a municipality with a population below 50,000, the City of Covina (City) is ineligible to receive CDBG funding directly from United States Department of Housing and Urban Development (HUD). Instead, the City receives CDBG funds from the Los Angeles County Development Authority (LACDA) through the Urban County Program. Under this program, LACDA applies to HUD for CDBG funding, and then divides the funding amongst its sub-recipients such as the City of Covina. The City’s CDBG funding is accounted for under the Community Development Department budget. All changes approved by the City Council are presented to the LACDA for approval and processing.

It is proposed that the CDBG Project 602258-20 “Covina Woman’s Club ADA Improvements” be terminated and the funds ($25,000) be reallocated to CDBG Project D96164-21 “Residential Rehabilitation”. These funds would increase the FY 21-22 Residential Rehabilitation Program by $25,000.

DISCUSSION:

On December 13, 2016, the Finance Advisory Committee (FAC) reviewed a request for funding for the Covina Woman’s Club ADA project and recommended approval of $20,000 (later increased to $25,000) in funding for allowed improvements to the facility for ADA access. This recommendation was later reviewed by the Covina City Council and authorized to receive funding. The project was due to expire on June 30, 2020, however on May 13, 2020, the FAC recommended to the City Council that the project be reinstated. Funding was approved by the City Council on September 1, 2020.

On September 21, 2021, the Covina City Council approved $50,000 in funding to the Covina Woman’s Club as part of the allocation of American Rescue Plan of 2021 (“ARPA”) funds received in response to the COVID-19 pandemic. This funding will be spent on necessary ADA upgrades to ensure that the facility can continue to provide community programs and services. $50,000 is closer to the true cost of the scope of work due to the prevailing wage requirements of the job. As CDBG guidelines provide that CDBG funds should not be spent on projects which have other available funding, it is necessary to cancel this project and reallocate the funds.
Substantial Change to the CDBG FY 21-22 Program/Public Noticing
The mid-year termination of a CDBG program constitutes a Substantial Change to the CDBG program and constitutes a Substantial Amendment to the existing CDBG Action Plan, and requires a thirty (30) day public notice before the City Council can consider approving the changes. A public notice was published in the local newspaper on December 30, 2021 to advertise the date, time, and content of this public hearing, and is provided as Attachment C.

Funding Balance Increase FY 21-22 for “Residential Rehabilitation Project” D96164-21
From the available unallocated balance of the terminated program, it is proposed to add $25,000 to the existing FY 21-22 Residential Rehabilitation project budget of $43,621, for a total revised budget of $68,621. This will allow additional services to approximately one family. This program provides a combination of grants and loans to income eligible households for home improvements that are urgently needed, such as new roofs, and does not cover cosmetic upgrades.

Finance Advisory Commission
At their December 15, 2021, meeting, the Finance Advisory Commission (Commission), which makes recommendations to the City Council for CDBG funding, discussed the proposed program changes. The Commission voted 7-0 to recommend to the City Council that the projects be approved in the amounts shown. Draft meeting minutes are attached as Attachment A.

FISCAL IMPACT:
$25,000 in federal CDBG funds is available for re-programming under fund 2100, as detailed in attached Resolution CC 2022-10.

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.

ATTACHMENTS:
Attachment A - FAC Meeting Minutes
Attachment B - Resolution CC 2022-10
Attachment C - Proof of Publication

Respectfully submitted,

[Signature]
Brian K. Lee
Director of Community Development
The regular meeting of the Finance Advisory Commission was held on Wednesday, December 15, 2021, at 6:00 pm. This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic.

Commissioners Present: Kay Manning, Chair, Rich Jett, Vice Chair, Claudia Casasola, Geoff Cobbett, Andrew McIntyre, Lynda Noriega, Janet Salmon

Commissioners Absent: Tom Melendrez, Salvador Flores-Chatfield, Kevin Stapleton

Staff Present: Brian Lee, Director of Community Development
Anita Agramonte, Director of Administrative Services
Theresa Franke, Finance Manager
Alana Spector, Management Analyst

Public Present None

CALL TO ORDER
The meeting was called to order at 6:00 p.m. A quorum was present.

AGENDA POSTING DECLARATION
The Agenda for the December 15, 2021, meeting was posted in accordance with Section 54954.2(a) of the California Government Code.

PUBLIC COMMENTS
None.

COMMISSION COMMENTS
None.

CONSENT CALENDAR
CC1: Approve the minutes from the Special Meeting of July 14, 2021 of the Finance Advisory Commission.
A motion was made by Janet Salmon, seconded by Geoff Cobbett, to approve Item CC1.

*Motion on CC1 was approved as follows:*

**AYES:** Manning, Jett, Cobbett, McIntyre, Noriega, Salmon

**NOES:** None

**ABSTAIN:** Casasola

**ABSENT:** Melendrez, Flores-Chatfield, Stapleton

**CONTINUED BUSINESS**

None.

**NEW BUSINESS**

**NB1.** Revision to Fiscal Year 2021-2022 CDBG Funding

Director of Community Development Brian Lee provided an overview of the proposed revision for FY 21-22 CDBG funding, which proposes the elimination of the Covina Woman’s Club ADA Upgrades funding, and reallocates the funding to the existing Residential Rehabilitation program. There was a discussion and feedback was provided to staff.

A motion was made by Janet Salmon and seconded by Claudia Casasola to support staff’s recommendation to City Council.

*Motion on NB1 was approved as follows:*

**AYES:** Manning, Jett, Casasola, Cobbett, McIntyre, Noriega, Salmon

**NOES:** None

**ABSTAIN:** None

**ABSENT:** Melendrez, Flores-Chatfield, Stapleton

**NB2.** CDBG Fiscal Year 2022-2023 New Year Funding

Director of Community Development Brian Lee provided an overview of the proposed CDBG Fiscal Year 2022-2023 New Year Funding. There was a discussion and feedback was provided to staff.

A motion was made by Geoff Cobbett and seconded by Rich Jett to support staff’s recommendation to City Council.

*Motion on NB2 was approved as follows:*

**AYES:** Manning, Jett, Casasola, Cobbett, McIntyre, Noriega, Salmon

**NOES:** None

**ABSTAIN:** None

**ABSENT:** Melendrez, Flores-Chatfield, Stapleton

**NB3.** Review and Discuss City of Covina Investment Policy and Recommended Investment Strategies
Director of Administrative Services Anita Agramonte provided an overview of the proposed investment policy and recommended investment strategies. There was a discussion and feedback was provided to staff.

A motion was made by Janet Salmon and seconded by Geoff Cobbett to support staff’s recommendation to City Council.

*Motion on NB3 was approved as follows:*

**AYES:** Manning, Jett, Casasola, Cobbett, McIntyre, Noriega, Salmon  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** Melendrez, Flores-Chatfield, Stapleton

**ADJOURNMENT**

There being no further business, the meeting adjourned at 6:30 p.m.

Respectfully Submitted,

Theresa Franke  
Finance Manager

Approved and adopted this ______ day of __________________, 2022.

__________________________________________

Kay Manning, Chairperson
RESOLUTION CC 2022-10


WHEREAS, the Community Development Block Grant (CDBG) Program has operated since 1974 to provide local governments with the resources necessary to meet the needs of persons of low-and moderate-income; and

WHEREAS, the City of Covina contracts with the Los Angeles County Community Development Authority (LACDA) for the disbursement of Community Development Block Grant Funds, through the Urban County Program; and

WHEREAS, the budget for the City of Covina for fiscal year commencing July 1, 2021, and ending June 30, 2022, was approved on June 1, 2021; 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 and amendments (increases/decreases) to the adopted budget shall be by approval and Resolution of the City Council; and

WHEREAS, the City of Covina wishes to terminate Project 602258-20 “Covina Woman’s Club ADA Improvements”, and the funds from the terminated project will be allocated to an existing program, Project D96164-21, Residential Rehabilitation; and

WHEREAS, the actions referenced herein constitute a revision to the FY 2021-2022 CDBG Action Plan; and

WHEREAS, the City Council has conducted a Public Hearing with the required prior notice, to provide the public with an opportunity to comment on the proposed revision, a Substantial Amendment the 2021-2022 Action Plan.

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

SECTION 1. The City Council approves the termination of 602258-20 “Covina Woman’s Club ADA Improvements” in the amount of $25,000, and an increase to Project D96164-21 “Residential Rehabilitation” in the amount of $25,000 and instructs staff to submit the necessary documentation to the Los Angeles County Development Authority.
SECTION 2. The City Council authorizes City staff to amend the FY 2021-2022 City of Covina operating budget and establish the necessary accounts as follows:

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Description</th>
<th>Project Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2100-4950-42050-17873</td>
<td>CDBG/Public Improvements</td>
<td>Covina Woman’s Club ADA Improvements</td>
<td>-$25,000</td>
</tr>
<tr>
<td>2100-4950-53750-17873</td>
<td>CDBG/Public Improvements</td>
<td>Covina Woman’s Club ADA Improvements</td>
<td>-$25,000</td>
</tr>
<tr>
<td>2100-4850-42050-85000</td>
<td>Intergovernmental/CDBG</td>
<td>Residential Rehabilitation</td>
<td>$25,000</td>
</tr>
<tr>
<td>2100-4850-53750-85000</td>
<td>Grant Award</td>
<td>Residential Rehabilitation</td>
<td>$20,000</td>
</tr>
<tr>
<td>2100-4850-53760-85000</td>
<td>Loan Award</td>
<td>Residential Rehabilitation</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

SECTION 3. The City Manager or his designee is authorized to execute documents related to the Fiscal Year 2020-2021 CDBG program.

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 1st day of February, 2022.

City of Covina, California

BY: ________________________________

JORGE A. MARQUEZ, Mayor

ATTEST:

_______________________________

GEORGIANNA NICOLE ALVAREZ
Chief Deputy City Clerk
CERTIFICATION

I, Georgianna Nicole Alvarez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2022-10 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 1st day of February, 2022, by the following vote:

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

Dated:

GEORGIANNA NICOLE ALVAREZ
Chief Deputy City Clerk
City of Covina
Attn: City Clerk
124 E. College St.
Covina, CA 91723

PROOF OF PUBLICATION
(201 5.5 C.C.P.)
STATE OF CALIFORNIA
County of Los Angeles

I am a resident of the county aforesaid. I am over the age of eighteen years, I am not a party to the above-entitled matter. I am the principal clerk of the Publisher of the San Gabriel Valley Examiner, an adjudicated newspaper of general circulation printed and published weekly in the City of Glendora, County of Los Angeles. The San Gabriel Valley Examiner has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, under the date of July 19, 1999, case Number KS 005341. The notice, of which the annexed is a true printed copy, has been published in each regular and entitled issue of said newspaper and not any supplement thereof on the following dates to wit:

December 30, 2021

I declare under penalty of perjury that the foregoing is true and correct.

Executed in the City of Glendora, Los Angeles County, California
On this 30th day of December 2021.

Signature

CITY OF COVINA
NOTICE OF PUBLIC HEARING
CONSIDERATION OF A REVISION TO THE 2021-2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

NOTICE IS GIVEN that the Covina City Council will conduct a PUBLIC HEARING in person and via teleconference on Tuesday, February 1, 2022, at 7:30 p.m. in the Council Chambers of Covina City Hall, 125 East College Street, Covina, to consider a proposed revision to the Community Development Block Grant (CDBG) Consolidated Plan (Action Plan) which identifies projected use of funds for the Forty-Seventh Fiscal Year (July 1, 2021-June 30, 2022), for submission to the U.S. Department of Housing and Urban Development. This revision reports on a Substantial Amendment to the 2021-2022 Action Plan.

City of Covina Project 602258-20, Covina Woman’s Club ADA Improvements
Cancelled CDBG Funding Allocation: $25,000
This cancelled project would have provided for the removal of material and architectural barriers to improve access for seniors and disabled adults.

City of Covina Project D96164-21, Residential Rehabilitation
Proposed CDBG Funding Allocation: $25,000
The proposed funding for this continuing program will provide a combination of grants and loans to income eligible households for home improvements or sewer line repair or installation as allowed under CFR Title 24, Part 570.208(a)(3). The project qualifies under the CDBG category of Housing activities for low- and moderate-income households; the activity will improve permanent residential structures which will be occupied by low- and moderate-income households.

Please Note: In light of the COVID-19 pandemic, certain requirements of the Brown Act have been suspended, during the period in which state or local public health officials have imposed or recommended social distancing measures. Pursuant to Assembly Bill 361, the City Council is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and address the City Council, so long as the City Council provides a means by which the public can observe the meeting and offer public comment. The public may view the meeting live on the City’s website at www.covinaca.gov.

Interested persons wishing or considering to comment on the matter described above may do so in person at Covina City Hall Council Chamber, 125 E. College Street, Covina, CA, 91723 or via Zoom. Zoom information will be posted on the agenda 72 hours in advance of the meeting or email CityClerk@covinaca.gov to be emailed the Zoom link. Additionally, written comments may also be submitted via email to cityclerk@covinaca.gov or mailed to City of Covina - City Clerk, 125 E. College Street, Covina, CA 91723.

Further information may be obtained by contacting the CDBG Division of the Community Development Department at (626) 384-5509

/s/Georgianna Nicole Alvarez, Chief Deputy City Clerk
Publish in the San Gabriel Valley Examiner on December 30, 2021. #CL10
Meeting: CC Regular Meeting - Feb 01 2022
Title: Ordinance 22-02 for Zoning Code Amendment (ZCA) 21-004 to Amend the Sign Regulations for Premises in the C-3 Commercial (Central Business) Zone to Permit Monument Signs
Presented By: Brian K. Lee, AICP, Director of Community Development
Recommendation: Waive full reading, read by title only, and introduce the first reading Ordinance 22-02, “An Ordinance of the City Council of City of Covina, California, approving Zoning Code Amendment (ZCA) 21-004, modifying the sign regulations for premises in the C-3 commercial (central business) zone to permit monument signs, and making a determination of exemption under CEQA guidelines section 15061(B)(3).

EXECUTIVE SUMMARY / BACKGROUND:
The C-3 Commercial (Central Business) Zone does not provide monument sign opportunities to the existing businesses. The zone consists of approximately 5 parcels of which none, regardless of size can have any type of monument signs. One of the 5 parcels is the existing the commercial center (Baja Ranch). The commercial center was recently under code enforcement for general property maintenance issues.

The property did have a legal nonconforming pole sign. Because of unsafe conditions, the pole sign was removed. The owner of the commercial center requested a replacement pole sign; However, once the legal non-conforming sign was removed, it could not be replaced due to compliance with current C-3 sign regulations. The City understands the need for signage and advertisement as part of a business plan. As a result, staff proposes to expand the signage allowances for this zone consistent with other commercial zones in the City.

On November 9, 2021 the Planning Commission recommended approval to the City Council of application Zoning Code Amendment (ZCA) 21-004. The Planning Commission voted 5-0 recommending approval of ZCA 21-004 to the City Council through the adoption of Ordinance 22-02.

DISCUSSION:
Commercial Zones such as C-3A (Regional or Community Shopping Center, C-4 (Highway) and C-5 (Specified Highway) all have similar sign regulations for monument and pole signs. Staff compared the sign regulations of all three Commercial Zones and found that the sign regulations for C-3A most resemble C-3. Therefore, the proposed amendment to the C-3 Commercial Zone (Central Business) is to add the monument and pole sign regulations and minor edits to Section 17.40.190 for consistency with C-3A and as follows:

17.40.190 Allowable signs and special regulations.
A.1. Each regional or community center, containing four or more establishments having a lot frontage in excess of 150 feet, shall be permitted one freestanding sign per center. Such sign shall not be located closer than 150 feet from any other freestanding sign on the same side of the street and shall not exceed 100 square feet per face nor an overall height of 30 feet.
2. Each property having a lot frontage less than 150 feet but more than 45 feet shall be permitted one monument sign. Such sign shall not be closer than 50 feet from any other sign on the same side of the street and shall not exceed an area of 20 square feet per face nor an overall height of six feet.

B. Each business shall be allowed two signs per occupancy frontage when mounted flat against the building, or one projecting sign. The overall area devoted to signs may not exceed 15 percent of the area of the first story height of the building. Each side of a projecting sign shall be included in the maximum overall area allowed.

C. Each business shall be permitted one pedestrian-oriented sign per entrance, to be mounted flat against the building or suspended from an overhanging architectural feature which is an integral part of the building. Such sign shall not exceed six square feet per face.

D. When the building rears onto a public alley or parking lot with a public entrance directly serving those areas, an additional sign may be erected at that entrance. The area devoted to such sign shall not exceed 10 percent of the rear face of the building to the first story height, and such sign must be mounted flat against the building.

E. Each business shall be permitted two window signs per occupancy. Such signs shall not exceed 20 percent of the window space in which they are displayed. Each sign shall be of a permanent nature and not painted, pasted, taped nor affixed in any way to the window surface, except as allowed by CMC 17.74.020. (1964 Code Appx. A § 7.34.)

F. Each regional or community center, containing four or more establishments shall require a Sign Program.

**FISCAL IMPACT:**

No Fiscal Impact.

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

Community Development Staff has determined that this Project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA). The Project qualifies as Class 1(a) exemption under Section 15301(a) of the CEQA Guidelines, which pertains to the operation, permitting, or minor alterations of existing structures that involve negligible or no expansion of an existing or former use, including interior alterations involving such things as interior partitions, plumbing, and electrical conveyances. The Planning Commission, based on its own independent judgment, concurs in staff’s determination that the Project is categorically exempt from review under CEQA. The Planning Commission further finds that there is no substantial evidence that the Project will have a significant effect on the environment.

**ATTACHMENTS:**

Attachment A - Signed PC Resolution No 2021-021 PC  
Attachment B - Ordinance 22-02 (ZCA 21-004 - C-3 Commercial Zone Monument Signage Regulations)  
Attachment C - All Parcels Zoned C-3 in the City of Covina

Respectfully submitted,
RESOLUTION NO. 2021-021 PC

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COVINA, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF COVINA APPROVE ZONING CODE AMENDMENT (ZCA) 21-004, MODIFYING THE SIGN REGULATIONS FOR THE C-3 COMMERCIAL (CENTRAL BUSINESS) ZONE TO INCLUDE MONUMENT SIGNS (CITYWIDE) AND MAKE A DETERMINATION OF EXEMPTION UNDER CEQA GUIDELINES SECTION 15061(B)(3)

WHEREAS, the City is proposing an ordinance ("Ordinance") which modifies the C-3 Commercial (Central Business) zoning classification for the Covina Commercial Zone, in order to add additional monument sign regulations; and

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

WHEREAS, on November 9, 2021, the Planning Commission conducted a duly noticed public hearing at which time oral and written comments received prior to or at the public hearing together with a written recommendation from the Planning Division was presented to the Planning Commission; and

WHEREAS, the Planning Commission has carefully considered all pertinent testimony and the staff reports presented during a noticed public hearing on November 9, 2021, and concluded the hearing on that date; and

WHEREAS, all legal prerequisites prior to adoption of this Resolution have occurred.

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. California Environmental Quality Act (CEQA) Findings. The Planning Commission hereby recommends that the City Council make the following environmental findings and determinations in connection with the approval of Zoning Code Amendment (ZCA) 21-004: Community Development Department staff determined that proposed ZCA 21-004 is exempt from the requirements of CEQA and the CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.) pursuant to CEQA Guidelines Section 15601(b)(3) because it can be seen with certainty that there is no possibility that proposed ZCA 21-004, adopting monument sign regulations for premises in the C-3 Commercial (Central Business) Zone, will have a significant effect on the environment. Proposed ZCA 21-004 is an administrative process of the City that will not result in direct or indirect physical changes in the environment. The City Council has reviewed the administrative record concerning proposed ZCA 21-004 and the proposed CEQA
determination, and based on its own independent judgment, finds that ZCA 21-004 set forth in the proposed Ordinance 21-____ attached hereto as Attachment “A” is not subject to, or exempt from, the requirements of CEQA and the CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3).

SECTION 3. Findings for Recommendation of Approval of ZCA 21-004. Based on the evidence in the record, the Planning Commission does hereby recommend that the City Council find and determine that proposed ZCA 21-004 should be adopted because:

1. Proposed ZCA 21-004 is consistent with the Covina General Plan. The amended C-3 Commercial Zone allowing for, and regulating, monument signage, will continue to conform to the applicable “Commercial” land use designation set forth in the General Plan. Proposed ZCA 21-004 will allow for more signage opportunities for existing and future businesses in the C-3 Commercial Zone.

2. Proposed ZCA 21-004 is in the public interest and reasonably related to the public welfare because it reasonably allows additional monument signage for businesses within the C-3 Commercial Zone. This balances the policies of the General Plan and Zoning Code to encourage the capturing of a greater variety of retail businesses, including stores, shops, and restaurants, so as to attract more patrons, generate more sales tax, and improve the community’s image.

3. Proposed ZCA 21-004, allowing additional monument signage opportunities, is a reasonable refinement to the existing C-3 Commercial Zone and does not fundamentally alter its underlying zoning scheme. No other zoning regulations are proposed to be changed with this amendment.

SECTION 4. Planning Commission Recommendation for Approval. After giving full consideration to all evidence presented at the public hearing, and in consideration of the findings made in Sections 2 and 3, the Planning Commission of the City of Covina does hereby recommend that the City Council of the City of Covina adopt the proposed Ordinance 21-____ as follows:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, APPROVING ZONING CODE AMENDMENT (ZCA) 21-004, MODIFYING THE SIGN REGULATIONS FOR PREMISES IN THE C-3 COMMERCIAL (CENTRAL BUSINESS) ZONE TO PERMIT MONUMENT SIGNS, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA GUIDELINES SECTION 15061(B)(3)"

a copy of which is attached hereto as Attachment “A” and incorporated herein by reference.

SECTION 5. The Secretary shall certify to the adoption of this Resolution and immediately file a copy of this Resolution with the City Council of the City of Covina.
PASSED, APPROVED AND ADOPTED by the members of the Planning Commission of the City of Covina at a regular meeting thereof held on the 9th day of November, 2021.

JOHN CONNORS  
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 9th day of November, 2021 by the following vote of the Planning Commission:

AYES: HODAPP, MCMEEKIN, MANNING, ZERMENO, CONNORS  
NOES: NONE  
ABSENT: NONE  
ABSTAIN: NONE

COVINA PLANNING COMMISSION SECRETARY
ORDINANCE 22-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, APPROVING ZONING CODE AMENDMENT (ZCA) 21-004, MODIFYING THE SIGN REGULATIONS FOR PREMISES IN THE C-3 COMMERCIAL (CENTRAL BUSINESS) ZONE TO PERMIT MONUMENT SIGNS, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA GUIDELINES SECTION 15061(B)(3)

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

WHEREAS, the City is responsible for adopting and implementing land use regulations within its boundaries; and

WHEREAS, on November 9, 2021, the Planning Commission conducted a public meeting at which time the oral and written evidence along with written recommendation from the Planning Division was presented to the Planning Commission. Following consideration of the entire record of information received at the public hearing and due consideration of the proposed Zoning Code Amendment (ZCA) 21-004, the Planning Commission closed the public hearing on that same date and adopted Resolution 2021-021 PC, by a 5-0 vote, recommending that the City Council approve the proposed Zoning Code Amendment (ZCA) 21-004 and adopt this proposed Ordinance; and

WHEREAS, CMC Section 17.80.050.C. provides that within thirty (30) days after the conclusion of the public hearing, the Planning Commission must file its recommendation with the City Council, together with a report of findings, hearings and other supporting data; and

WHEREAS, CMC Section 17.80.060 provides that the hearing date must be set by the City Clerk for not more than thirty (30) days after the filing of the Planning Commission’s recommendation; and

WHEREAS, CMC Section 17.80.070 provides that the City Council must hold a public hearing on the date and at the time and place specified in the notice. Further, the City Council may adopt by ordinance the amendment recommended by the Planning Commission after holding at least one public hearing thereon. The City Council may modify the amendment recommended by the Planning Commission, provided the proposed modification has been referred back to the Planning Commission for a report, pursuant to Sections 17.80.070.C and D; and

WHEREAS, on February 1, 2022 the City Council of the City of Covina held a duly noticed public hearing as prescribed by law to consider the proposed Zoning Code Amendment (ZCA) 21-004 and any comments received prior to or at the public hearing, at which time staff presented its report, and interested persons had an opportunity to and did testify either in support or in opposition to proposed Zoning Code Amendment (ZCA) 21-004. Following consideration of the entire record of information received at the public hearing and due consideration of the proposed Zoning Code Amendment (ZCA) 21-004, the City Council closed the public hearing on that same date; and

WHEREAS, all legal prerequisites prior to adoption of this Ordinance have occurred.
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

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

SECTION 2. California Environmental Quality Act (CEQA) Findings. Community Development Department staff determined that proposed Zoning Code Amendment (ZCA) 21-004 is exempt from the requirements of CEQA and the CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et. seq.) pursuant to CEQA Guidelines Section 15601(b)(3) because it can be seen with certainty that there is no possibility that proposed ZCA 21-004, adopting monument sign regulations for premises in the C-3 Commercial (Central Business) Zone, will have a significant effect on the environment. Proposed ZCA 21-004 is an administrative process of the City that will not result in direct or indirect physical changes in the environment. The City Council has reviewed the administrative record concerning proposed ZCA 21-004 and the proposed CEQA determination, and based on its own independent judgment, finds that ZCA 21-004 set forth in the proposed Ordinance 22-02 attached hereto as Attachment “A” is not subject to, or exempt from, the requirements of CEQA and the CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3).

SECTION 3. Findings for Approval of ZCA 21-004. After giving full consideration to all evidence presented at said hearing, both oral and documentary, reviewing the recommendation of the Planning Commission, and after being fully informed, the City Council hereby finds as follows:

1. Proposed Zoning Code Amendment (ZCA) 21-004 is consistent with the Covina General Plan. The amended C-3 Commercial Zone allowing for, and regulating, monument signage, will continue to conform to the applicable “Commercial” land use designation set forth in the General Plan. Proposed ZCA 21-004 will allow for more signage opportunities for existing and future businesses in the C-3 Commercial Zone.

2. Proposed ZCA 21-004 is in the public interest and reasonably related to the public welfare because it reasonably allows additional monument signage for businesses within the C-3 Commercial Zone. This balances the policies of the General Plan and Zoning Code to encourage the capturing of a greater variety of retail businesses, including stores, shops, and restaurants, so as to attract more patrons, generate more sales tax, and improve the community’s image.

3. Proposed ZCA 21-004, allowing additional monument signage opportunities, is a reasonable refinement to the existing C-3 Commercial Zone and does not fundamentally alter its underlying zoning scheme. No other zoning regulations are proposed to be changed with this amendment.

SECTION 4. Amendment to CMC Section 17.40.190. In consideration of the findings stated above, the City Council of the City of Covina does hereby approve Zoning Code Amendment (ZCA) 21-004, and amend Section 17.40.190 (“Allowable Signs and Special Regulations”) of Chapter 17.40 (“C-3 Commercial Zone (Central Business)”) of Title 17 (“Zoning”) of the Covina Municipal Code to read as follows:
17.40.190 Allowable signs and special regulations.

A. Freestanding and monument signs.

1. Each regional or community shopping center, containing four or more establishments having a lot frontage in excess of 150 feet, shall be permitted one freestanding sign per center. Such sign shall not be located closer than 150 feet from any other freestanding sign on the same side of the street and shall not exceed 100 square feet per face nor an overall height of 30 feet.

2. Each property having a lot frontage less than 150 feet but more than 45 feet shall be permitted one monument sign. Such sign shall not be closer than 50 feet from any other sign on the same side of the street and shall not exceed an area of 20 square feet per face nor an overall height of six feet.

B. Each business shall be allowed one sign per occupancy frontage when mounted flat against the building, or one projecting sign. The overall area devoted to signs may not exceed 15 percent of the area of the first story height of the building. Each side of a projecting sign shall be included in the maximum overall area allowed.

C. Each business shall be permitted one pedestrian-oriented sign per entrance, to be mounted flat against the building or suspended from an overhanging architectural feature which is an integral part of the building. Such sign shall not exceed six square feet per face.

D. When the building rears onto a public alley or parking lot with a public entrance directly serving those areas, an additional sign may be erected at that entrance. The area devoted to such sign shall not exceed 10 percent of the rear face of the building to the first story height, and such sign must be mounted flat against the building.

E. Each business shall be permitted two window signs per occupancy. Such signs shall not exceed 20 percent of the window space in which they are displayed. Each sign shall be of a permanent nature and not painted, pasted, taped nor affixed in any way to the window surface, except as allowed by CMC 17.74.020. (1964 Code Appx. A § 7.34.)

F. Each regional or community shopping center containing four or more establishments shall require a sign program approved by the director prior to installation.

G. For purposes of this section, the terms “community shopping center” and “regional shopping center” shall be as defined in CMC 17.42.010.”

SECTION 5. Severability. 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 City Council hereby declares that it 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 6. Savings Clause. Neither the adoption of this Ordinance nor the repeal or amendment by this Ordinance of any ordinance or part or portion of any ordinance previously in effect in the City or within the territory comprising the City, shall in any manner affect the prosecution for the violation of any ordinance, which violation was committed prior to the effective date of this Ordinance, nor be construed as a waiver of any license, fee or penalty or the penal provisions applicable to any violation of such ordinances.

SECTION 7. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published within 15 days after its passage, in accordance with Section 36933 of the Government Code.

SECTION 8. Notification. Within 30 days of the effective date of this Ordinance, the City Clerk shall notify the Los Angeles County Assessor of passage and adoption of this Ordinance in accordance with Section 65863.5 of the Government Code.

PASSED, APPROVED and ADOPTED this 1st day of February, 2022.

City Council of Covina, California

BY: __________________________
    JORGE A. MARQUEZ, Mayor

ATTEST:

______________________________
GEORGIANNA NICOLE ALVAREZ
Chief Deputy City Clerk

APPROVED AS TO FORM:

______________________________
CANDICE K. LEE, City Attorney
CERTIFICATION

I, Georgianna Nicole Alvarez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Ordinance 22-02 was introduced for first reading at a regular meeting on the 1st day of February 2022. Thereafter, said Ordinance was duly approved and adopted at a regular meeting of said City Council on the ___ day of __________, 2022 with the following vote:

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

Dated:

__________________________
GEORGIANNA NICOLE ALVAREZ
Chief Deputy City Clerk
ZCA 21-004
5 PARCELS ZONED C-3

Sources: Esri, Antus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLE, OS, RMA, Geodatastyringen, Rijkswaterstaat, GDA, Geoland, FEMA, Intermap and the GIS user community. Esri Community Maps Contributions, City of West Covina, County of Los Angeles
ITEM NO. CB 1

CC Regular Meeting
AGENDA ITEM REPORT

Meeting: CC Regular Meeting - Feb 01 2022
Title: Temporary Outdoor Dining Programs
Presented By: Angel Carrillo, Deputy City Manager
Recommendation: That the City Council consider the follow recommendations and provide further direction, as necessary:

1. Extend temporary outdoor dining programs and establish a sunset date of March 31, 2022;
2. Authorize staff to develop a pilot City-owned parklet program for public use in Downtown Covina;
3. Consider modifications to the existing monthly Citrus Avenue street closure program.

EXECUTIVE SUMMARY:

Since June 2020, the City Council has implemented a variety of economic development initiatives to assist local business during the Covid-19 pandemic. These initiatives include monthly street closures in Downtown Covina, a temporary encroachment permit program for outdoor dining in the public right-of-way and a temporary conditional use permit program for outdoor dining in private property locations. All costs related to the establishment of these programs have been funded by the City.

In December 2021, the Council extended temporary outdoor dining programs on a month-to-month basis while it obtains feedback from local businesses as to whether to continue these programs moving forward. It is recommended that the City Council consider feedback and provide direction related to potential alternatives that may better suit business needs in the long-term.

BACKGROUND:

In an effort to assist dine-in restaurants with their compliance related to Governor Newsom's Executive Order N-33-20 and the California Department of Public Health's order/guidelines related to COVID-19, the City temporarily closed portions of Citrus Avenue and provided temporary encroachment permits to local businesses to allow patrons access to dine-in restaurants using outdoor areas with proper social distancing. The City received mostly positive feedback related to the closure and its efforts to encourage the community to patronize local businesses.

Following this temporary closure, the City Council requested that encroachment permit (for public right-of-way areas) and administrative conditional use permit programs (for private property areas) be developed to allow food/beverage businesses to provide outdoor dining services to patrons. The Council also authorized a monthly street closure on Citrus Avenue to occur on the first Friday of each month to help provide additional open-air seating and walking space for the public.
DISCUSSION:

Outdoor Dining Programs
The City currently has 26 active encroachment permits and 22 active administrative conditional use permits on file for outdoor dining purposes. In Downtown Covina, there are currently twelve (12) active permits and of these locations, two (2) are currently not utilized by adjacent businesses (Casa Moreno and Slater’s 50/50).

As public health orders have been modified, businesses have begun to resume normal operations inside their business premises. Additionally, with fewer patrons utilizing outdoor dining areas, it may be worthwhile to consider establishing a sunset date for the existing encroachment/conditional use permit programs and return these areas to public parking. Other considerations that could factor into this decision include the need to utilize the street right-of-way for annual special events like Thunderfest, a demand for on-street parking and a desire to clear obstructions that block storefront visibility for passing-by traffic.

Downtown Covina Outdoor Dining Locations

Business Survey
To better gauge the current status of the outdoor dining program, surveys were delivered in mid-December to local business that are participating and/or are adjacent to existing outdoor dining areas. It appears that apathy has set in from many of the local businesses as very few responses were received. In general, most responses throughout the pandemic have expressed positive feedback to the Council’s efforts to support local businesses.

As of Wednesday, January 25th, the responses received from non-restaurant establishments share a common interest in that they would prefer to stop the monthly street closure. Most of these establishments feel that the Citrus Avenue closure limits access to their businesses and they haven’t realized an increase in activity at their locations. Additionally, these businesses have indicated a desire to remove the existing outdoor dining structures for lack of use, general appearance and loss of downtown parking. Restaurant responses did not indicate an increase in business during the Friday night street closure.
**City-Operated Parklet Areas**

City staff has also evaluated the alternative of creating parklets/outdoor dining and gathering spaces in the Downtown area. Similar programs have been implemented in other San Gabriel Valley downtown areas that establish a uniform aesthetic quality. The concept of parklets was also contemplated in the Town Center Specific Plan and could be installed in on-street parking areas along Citrus Avenue, adjacent streets or in paseo walkways that connect public parking areas with Citrus Avenue.

In reviewing other communities’ public-managed parklet programs, staff has identified the following guidelines to consider:

- Parklets are designed, built, furnished and maintained by City staff/contractors;
- Parklets are open to all members of the public on a first-come, first-served basis;
- Alcohol may not be consumed in parklet areas since they are not managed by nearby restaurants;
- Programs have been implemented by local agencies using American Rescue Plan Act funds and/or transportation funds.

If this approach is desired by the City Council, staff could work representatives from the Downtown Merchants' Association to identify specific locations and designs for further consideration. As part of this effort, it is hoped that parklets could be implemented in spring to provide an outdoor dining and gathering alternative moving forward.

**Monthly Street Closures on Citrus Avenue**

Since June 2020, the City has programmed “Dine Out Covina”, a monthly Citrus Avenue street closure in Downtown Covina that facilitates an open-air, pedestrian friendly space for the community. Early in the pandemic, Dine Out Covina was hugely popular, as it afforded nearby restaurants with additional space to seat and serve restaurant patrons. Each street closure is staffed by team members from the Parks, Recreation, Library and Public Works Departments to assist with traffic control and program management duties. Costs for street closures have been funded by the City at roughly $5 thousand per closure.

Participation in the street closures has varied depending on the season and whether other events/activities are taking place in the vicinity of the closure. Over the past year and a half, staff has observed greater activity in warmer spring/summer months and reduced activity in winter months, with the exception of December 2021, when the City’s annual tree lighting ceremony and carnival drew thousands of attendees.

During 2021, City team members also encouraged vendors at the Friday Farmer’s Market to spread out from Heritage Park onto Citrus Avenue to encourage additional spacing and create an additional presence on the northern limit (north of Orange St.) of the street closure area. This expansion has had mixed results in spurring additional activity along Citrus Avenue during closures. Further, businesses closer to the southern limit of the street closure (near College St.) report that during the closures, few attendees patronize shops/restaurants and the area is lightly attended.

Based on staff’s observations and the feedback received from businesses, it is worthwhile to consider a modification to the limits of the street closure area on Citrus Avenue. One alternative is to modify the street closure limits from San Bernardino Road to Cottage Drive/Italia Street, providing greater vehicular traffic/access for businesses and preserving additional space for the Farmer’s Market near Heritage Park.
Summary/Recommendations

Based on these factors, it is recommended that the Council consider the following recommendations related to the outdoor dining program and monthly street closures:

1. Temporary Outdoor Dining
   Establish a sunset date of March 31, 2022 for temporary outdoor dining programs in the public right-of-way. This date would provide adequate time/notice for businesses to transition existing outdoor dining furniture off the street, coordinate the removal of any remaining materials (with City assistance) and schedule the removal of k-rail barriers.

2. City-Operated Parklets
   Authorize the design/installation of a City-operated parklet area in Downtown Covina. The design/location would be reviewed by City staff and representatives from the Downtown Merchants' Association. All costs for installation/operation would be funded through the American Rescue Plan Act.

3. Street Closures

Beginning in May 2022, consider modifying the street closure limits on Citrus Avenue. This would include engaging the Farmer’s Market operator to expand its vendor footprint on a pilot basis to include Citrus Avenue.

**FISCAL IMPACT:**

Funding for the temporary outdoor dining programs have been included in the City's American Rescue Plan Act program budget.
Respectfully submitted,

Angel Carrillo
Deputy City Manager
AGENDA ITEM REPORT

Meeting: CC Regular Meeting - Feb 01 2022
Title: Discussion of Proposed Solid Waste Franchise Agreement Amendments Related to State Recycling Mandate (SB 1383)
Presented By: Chris Marcarello, City Manager
Andy Bullington, Director of Public Works

Recommendation: That City Council provide direction related to proposed franchise agreement amendments to comply with State Mandated Short-Lived Climate Pollutants (SLCP) Senate Bill 1383 - Organic Waste Reduction Law.

EXECUTIVE SUMMARY:
The City’s integrated solid waste management program is structured to ensure the health and safety of all residents and business within the community. In an effort to curb greenhouse gas emissions the State has incrementally passed legislation since 2006 to reduce emission levels. In December 2019, Council approved an amendment to the franchise agreement with Athens Services to address AB 1826, AB 1594 and portions of SB 1383 regulations requiring cities in California establish programs to divert commercial organic materials from local landfills and prohibit the use of green waste materials for use as alternative daily cover (ADC). While these regulations result in environmental benefits, they also create new unfunded mandates.

Beginning January 1, 2022, SB 1383 imposes additional requirements upon California jurisdictions. Residents must begin recycling food scraps, jurisdictions must procure products made of recovered organic waste, and an outreach and inspection program must be implemented. It is requested that the City Council review and provide direction related to an enhanced organics diversion program that meets State mandates, and the costs associated with program implementation. The required new programs and associated costs would result in rate increases of 11% for residential properties and 1.3% for commercial and multifamily properties. The increases are proposed to be phased in over a 4-year period in order to lessen the financial burden upon rate payers.

In addition, through negotiating proposed amendments to the City’s Solid Waste Franchise Agreement with Athens Services, the Public Works Department has identified up front cost saving measures and additional annual service enhancements for our community. Athens Services has agreed to carry the implementation costs of SB 1383 from January 1, 2022 to June 30, 2022 at no cost to our residents, which translates to a one-time savings of $281,000. Additionally, there are approximately $65,000 in annual service enhancements being proposed for the community. In exchange, the City Council is requested to 1) contemplate a five-year no termination period (July 2022 through July 2027) during which the City may not declare its intent to terminate the annual extension provision of the Franchise Agreement, and 2) the proposed rate adjustments for implementing the required SB 1383 State mandates for the residential program.

BACKGROUND:
Since 1992, the City has utilized an exclusive franchise system to manage solid waste collection. This system helps the City in its efforts to meet State requirements and establishes an orderly collection system whereby one solid waste hauler is responsible for all collection activities within the community. In addition to AB 939, the State legislature has adopted new regulations that fight climate change and improve air quality, reduce the amount of recyclable materials sent to landfills and direct millions of meals to the 1 in 5 Californians experiencing food
scarcity. Below is a list of State regulations the City has fulfilled and one remaining requirement (SB 1383) that is being brought before you tonight:

- **AB 32** – “California Global Warming Solutions Act of 2006” - A program directed at reducing greenhouse gas emissions in California to 1990 levels by 2020. As part of the scoping plan for this bill, mandatory commercial recycling is contemplated as a key measure that will help to reduce greenhouse gas emissions;
- **AB 341** – “Mandatory Commercial Recycling Regulation” A regulation that requires businesses and multi-family residential dwellings of five units or more, that generate 4 or more cubic yards of waste per week, to implement recycling programs to divert 75% of waste generated by July 1, 2012.
- **AB 1594** – “Compostable Organics Management” A requirement to eliminate diversion credit for the use of green waste materials as ADC at landfills.
- **AB 1826** – “Mandatory Commercial Organics Recycling” A requirement for businesses that generate 2 or more cubic yards of organic waste per week to arrange for recycling services and for cities to implement a recycling program to divert organic waste.
- **SB 1383** – “Short-Lived Climate Pollutants (SLCP): Organic Waste Reduction” A mandatory requirement to reduce organic waste disposal by 50% by 2025 and recover 20% of surplus food by 2025 in an effort to reduce emissions of short-lived climate pollutants.

As a result of these regulatory requirements, cities throughout the State have been mandated to reduce organic waste disposal and develop alternative measures to encourage recycling and reuse programs. Failure to meet many of these requirements could subject the City to fines and penalties.

**DISCUSSION:**

For the City Council’s consideration, several proposed amendments to the Exclusive Franchise Agreement with Athens Services have been developed to comply with SB 1383 requirements.

- Include residential collection of food scraps and other organic materials in green barrels instead of solely landscaping waste; and transport materials to the American Organics composting facility for diversion.
- Include language for Athens Services to conduct quarterly Waste Stream Analysis/Waste Characterizations at their processing facility.
- Provide outreach and education to residents on organic recycling.
- Perform quarterly monitoring of barrels to ensure low contamination rates, which will support the successful processing of the food and organic materials into compost.
- Ensure data management and reporting requirements are met.
- Assist with Edible Food Recovery support by providing educational materials created by the SGVCOG’s Edible Food Recovery program to customers and visitors to their website.
- Ensure compliance with organic procurement requirements by utilizing Renewable Natural Gas (RNG) in their collection vehicles.

**Benefits to the Amended Franchise Agreement:**

**Five-Year No Termination Provision** – Representatives from Athens and the City have discussed potential Franchise Agreement securities in exchange for a one-time program cost waiver and additional community service enhancements. These discussions have resulted in a proposal to establish a five-year period during which the City may not exercise its intent to terminate the annual extension provision of the Franchise Agreement. Termination of the annual provision would cause the 25-year Franchise Agreement term to begin winding down per specific contract terms, and is not favorable to the hauler. By granting a five-year period with no intent to terminate (July 2022 through July 2027), the City will receive in exchange a waiver of all SB 1383 implementation costs for the first six months (January 1, 2022 to June 30, 2022). This results in an estimated savings of $281,000.
that will be realized by Covina residents and businesses. Additional community service enhancement will also be provided.

**Annual Rate Changes** - As proposed and continuing with existing practice, the City would establish an annual rate increase ceiling from July 1, 2022 through June 30, 2023 that is equal to changes in the previous twelve (12) months Consumer Price Index (CPI) utilized by refuse haulers plus one percent (CPI + 1%). For Fiscal Year 2023, this amount is projected to be approximately 3.4% for CPI plus 1% for a total annual rate change of 4.4%. This adjustment methodology would be used each year and has a trigger to meet an annual rate increase implementation should the CPI+1% exceed 6% annually.

**Provide Quarterly E-Waste Removal** - Athens Services will provide four (4) 10-yard roll-offs for E-Waste disposal annually without any additional charge to the City. If there are additional E-Waste disposal needs, additional bins will be provided at Athens current haul rates. The savings for this contract enhancement for our community is valued at $25,000 per year.

**Provide Two (2) Annual Downtown Sidewalk Pressure Washings** - Athens Services shall provide two (2) annual downtown pressure washing cleanings, with dates to be determined by City staff. The savings for this contract enhancement for our community is valued at $15,000 per year.

**Transition the Women’s Club Recycling Center as a City Facility** - Collection of recyclables from the Covina Recycling Center located at 534 N Barranca Ave (previously operated by the Covina Women’s Club) will be provided at no cost to the City. The savings for this contract enhancement for our community is valued at $25,000 per year.

**SB 1383 Implementation – Proposed Rates:**

To fully implement all requirements and comply with SB 1383, an increase in refuse rates will be necessary. A residential refuse rate increase of 11% would be required, and would equal a net increase of $3.68 per month. Commercial and multi-family properties would see an increase of 1.3%, which would equal a net increase of $2.48 per month. To reduce fiscal impacts on our community, staff is recommending a phased approach to rate increases. Beginning July, 1 2022 and each July 1st thereafter, until July 1, 2025, the rate increase would include a step increase in addition to the annual change in CPI + 1% for residential properties. A similar step increase would take effect for commercial and multi-family properties in addition to the annual change in CPI + 1%, as well as the phased rate increases approved in December 2019.

<table>
<thead>
<tr>
<th>Customer Class</th>
<th>Step-in Increase July 2022</th>
<th>Step-in Increase July 2023</th>
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</thead>
<tbody>
<tr>
<td>Residential</td>
<td>$1.46</td>
<td>$0.74</td>
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<tr>
<td>Commercial</td>
<td>$0.98</td>
<td>$0.50</td>
</tr>
<tr>
<td>Multifamily</td>
<td>$0.98</td>
<td>$0.50</td>
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</table>

**Proposed Rates Break-down** - The City Council is considering adjustments to both residential and commercial solid waste rates to meet SB 1383 requirements and to offset program cost increases over the next four years, July 1, 2022 through July 1, 2025. The tables below list current rates, proposed rates for Fiscal Year 2023 and projected rates for out-years (dependent on CPI changes).
Residential Rates - FY 23 includes a step-in increase of $1.46 for the SB 1383 organics program and a projected 4.4% CPI increase. FY 24, 25 and 26 include step in increases of $0.74 per year for the SB 1383 organics program and a projected 4.4% CPI increase each year as well.

### Service Level
<table>
<thead>
<tr>
<th>Service Level</th>
<th>Current</th>
<th>FY 23 Projected 7/1/22</th>
<th>FY 24 Projected 7/1/23</th>
<th>FY 25 Projected 7/1/24</th>
<th>FY 26 Projected 7/1/25</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential 90 Gallon</td>
<td>$37.31</td>
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<td>$41.19</td>
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<tr>
<td>Residential 30 Gallon</td>
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<td>$35.70</td>
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<td>$37.34</td>
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Commercial and Multifamily Rates - FY 23 includes a step-in increase of $0.98 for the SB 1383 organics program and a projected 4.4% CPI increase. FY 24, 25 and 26 include step in increases of $0.50 per year for the SB 1383 organics program and a projected 4.4% CPI increase each year as well.

### Service Level
<table>
<thead>
<tr>
<th>Service Level</th>
<th>Current</th>
<th>FY 23 Projected 7/1/22</th>
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<th>FY 25 Projected 7/1/24</th>
<th>FY 26 Projected 7/1/25</th>
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<tbody>
<tr>
<td>*Multi-Family (3yd, 1 PU per week)</td>
<td>$215.92</td>
<td>$225.47</td>
<td>$226.02</td>
<td>$226.58</td>
<td>$227.13</td>
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<tr>
<td>*Commercial (3yd., 1 PU per week)</td>
<td>$215.92</td>
<td>$225.47</td>
<td>$226.02</td>
<td>$226.58</td>
<td>$227.13</td>
</tr>
</tbody>
</table>

*Note: rate increases listed above, do not include rates set in December 2019 for AB 1826 implementation which will continue to be added to Commercial/MFR rates annually.

Rate Comparison to Comparable Cities:

A rate survey was completed to compare the City’s rates with comparable communities. The survey shows the City’s comparison to the market average, among cities with similar SB 1383 programs.

### Residential Rate Comparison
<table>
<thead>
<tr>
<th>City</th>
<th>Residential Rate (Projected 7/1/22)</th>
</tr>
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<tbody>
<tr>
<td>San Gabriel</td>
<td>$42.96</td>
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<tr>
<td>Glendora</td>
<td>$41.61</td>
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<tr>
<td>*Covina – Proposed</td>
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<tr>
<td>El Monte</td>
<td>$34.06</td>
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<tr>
<td>Azusa</td>
<td>$37.58</td>
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<tr>
<td>Average</td>
<td>$39.75</td>
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### Commercial Rate Comparison
<table>
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<th>City</th>
<th>Commercial Rate (Projected 7/1/22)</th>
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<td>El Monte</td>
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</tbody>
</table>
Summary:
Members of the public have been invited to attend tonight’s CalRecycle presentation to learn about the food scrap recycling requirements that will be imposed upon residents and businesses beginning January 1; announcements have been placed on social media and emailed directly to Athens customers.

The City Council is requested to provide direction to staff related to the implementation of the Statewide organics program mandates required by SB 1383, projected rate increases and solid waste franchise agreement amendments. If desired by the City Council, staff will organize and advertise one or more community Zoom workshops regarding SB 1383, to be scheduled in advance of the March 1, 2022 regular City Council meeting for consideration of amending the current solid waste franchise agreement to implement SB 1383 requirements.

FISCAL IMPACT:
As noted, the residential curbside rate for 90-gallon containers would increase at the end of the step-in period (July 2025) by a total of $3.68 per month while the commercial and multifamily rate for a 3-yard bin would increase by $2.48 per month.

Additionally, rate payers would receive a one-time cost savings of $281,000 and approximately $65,000 in annual service enhancements while preserving all of the prior negotiated franchisee payments.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):
Not applicable.

ATTACHMENTS:
Attachment A - SB 1383 Info for Elected Officials
Attachment B - Outreach - Residential Insert
Attachment C - Outreach - Commercial Insert

Respectfully submitted,

Chris Marcarello
City Manager

Andy Bullington
Director of Public Works
Attachment A: CalRecycle Website on SB 1383 for Elected Officials

https://www.calrecycle.ca.gov/organics/slp/electedofficials
Senate Bill 1383
New Requirement Starting January 1, 2022

Starting January 1, 2022, single-family homes and multi-family complexes across California will be required to place into their green waste container ALL of their landscaping waste, food scraps, and food-soiled paper (100% fiber-based). The organic waste mixture will be composted, converting it into a nutrient-rich soil amendment.

Why organics recycling? Landfills are the third largest source of methane in California. Organic waste emits 20% of the state’s methane; a climate super pollutant up to 84 times more potent than carbon dioxide. By diverting organics from the landfill, you are part of the solution in helping to protect the environment and future generations.

Participating is easy as 1-2-3:

1. FILL
   Fill your pail with food scraps and acceptable items. (Liners are optional. Consider newspaper or a paper bag. Plastic bags must be clear.)

2. EMPTY
   Empty pail contents into your green organics container.

3. RINSE & REPEAT
   Rinse out pail with soap and water. Fill again. Sprinkle lightly with baking soda to absorb odors.

**Athens Tip:** Store meat and dairy scraps in a container in your freezer and place in the green organics container on collection day.

What materials go into the green organics container?
- Green waste
- Food scraps
- Food-soiled paper

Scan to learn more
SB 1383 targets the reduction of methane emissions from landfills. The law requires businesses to reduce organics waste of 50% by 2020 and 75% by 2025. It also requires that 20% of currently disposed edible food be recovered for human consumption by 2025. Landfills are the third largest source of methane in California. Organics waste emits 20% of the state's methane; a climate super pollutant up to 84 times more potent than carbon dioxide.

Who & When Must Customers Comply?
Starting January 1, 2022, all residents and businesses in California must separate organics waste into a separate green organics container.

How Do I Comply?
SB 1383 requires residents and businesses to arrange for organics waste recycling services.

What is Organics Waste?
Organics waste includes food scraps, yard trimmings, and 100% fiber-based food-soiled paper.

<table>
<thead>
<tr>
<th>ACCEPTABLE ORGANICS WASTE</th>
<th>DO NOT INCLUDE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GREEN WASTE</strong></td>
<td></td>
</tr>
<tr>
<td>• Flower &amp; hedge trimmings</td>
<td>• All plastics</td>
</tr>
<tr>
<td>• Grass clippings</td>
<td>• Cacti, succulents, &amp; yucca</td>
</tr>
<tr>
<td>• Leaves &amp; branches</td>
<td>• Compostable plastics (bioplastics)</td>
</tr>
<tr>
<td>• Lumber, scrap wood, &amp; plywood (not painted or treated)</td>
<td>• Coffee cups &amp; pods</td>
</tr>
<tr>
<td>• Weeds</td>
<td>• Fats, oils, &amp; grease</td>
</tr>
<tr>
<td></td>
<td>• Food stickers (please remove)</td>
</tr>
<tr>
<td><strong>FOOD-SOILED PAPER</strong></td>
<td>• Gloves</td>
</tr>
<tr>
<td>• Food-stained paper</td>
<td>• Hard shells (clams, mussels, oysters)</td>
</tr>
<tr>
<td>• Paper egg cartons</td>
<td>• Medication</td>
</tr>
<tr>
<td>• Paper napkins &amp; kitchen towels</td>
<td>• Palm fronds</td>
</tr>
<tr>
<td>• Pizza boxes</td>
<td>• Paper napkins &amp; towels with cleaning chemicals</td>
</tr>
<tr>
<td>• Plates</td>
<td>• Parchment &amp; wax paper</td>
</tr>
<tr>
<td>• To-go boxes (no coating)</td>
<td>• Pet waste</td>
</tr>
<tr>
<td>• Wooden &amp; fiber-based utensils</td>
<td>• Rocks &amp; soil</td>
</tr>
<tr>
<td></td>
<td>• Rubber bands &amp; twist ties</td>
</tr>
<tr>
<td><strong>FOOD SCRAPPS</strong></td>
<td></td>
</tr>
<tr>
<td>• Bread, rice, &amp; pasta</td>
<td>• Tea bags</td>
</tr>
<tr>
<td>• Cheese &amp; dairy</td>
<td>• Textiles</td>
</tr>
<tr>
<td>• Coffee grounds &amp; filters</td>
<td>• Tissues &amp; wet wipes</td>
</tr>
<tr>
<td>• Fruits &amp; vegetables</td>
<td></td>
</tr>
<tr>
<td>• Flowers &amp; herbs</td>
<td></td>
</tr>
<tr>
<td>• Meat, bones, &amp; poultry</td>
<td></td>
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<tr>
<td>• Seafood &amp; soft shells</td>
<td></td>
</tr>
<tr>
<td>• Pet food (non-medicated)</td>
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</tbody>
</table>

*Must be 100% fiber-based. NO materials with petroleum based plastic, wax, or bio-plastic coating, liner, or laminate.

Edible Food Generators (considered Tier 1 and Tier 2) must recover the maximum amount of edible food that would otherwise be disposed of, arrange for food donation and collection through contracts or written agreements with food recovery organizations or services, and maintain food donation records.

**TIER 1 BUSINESSES**
Effective January 1, 2022
- Food distributors
- Wholesale food vendors
- Food service providers
- Grocery stores and supermarkets (10,000 square feet or greater)

**TIER 2 BUSINESSES**
Effective January 1, 2024
- Hotels with at least 200 rooms and an on-site food facility
- Restaurant facilities (5,000 square feet or larger, or seating more than 250)
- Local education agencies with an on-site food facility
- Healthcare facilities with an on-site food facility and 100+ beds
- Large venues (including shopping centers and malls) and events with 2,000+ daily visitors

Edible Food Generators (considered Tier 1 and Tier 2) must recover the maximum amount of edible food that would otherwise be disposed of, arrange for food donation and collection through contracts or written agreements with food recovery organizations or services, and maintain food donation records.

**SCAN TO LEARN MORE:**
Call (888) 336-6100 to arrange for a free organics recycling assessment for your business.

Attachment C