

MEMORANDUM

TO: City Council
FROM: City Manager
DATE: April 19, 2018
SUBJECT: Comments on Agenda Items, Meeting of April 24, 2018

There will be a Closed Session at 5:30 p.m., followed by a Workshop at 6:00 p.m. to discuss a Smart City/ Citywide Wi-Fi Network.

ITEM 9.A. The Duarte Chamber of Commerce will present its Quarterly Report for the period of January through March 2018.

ITEM 9.B. The Public Safety Director will provide a public safety update on recent activities.

ITEM 13.D (Consent). A proclamation will be issued to recognize May 6-12, 2018, as Safety Seat Checkup Week, which encourages the use of proper restraints for all children and young adults when riding in a motor vehicle. Families are invited to attend Safety Seat Checkup Day on Saturday, May 12, from 10:00 a.m. to 2:00 p.m. at Anaheim Global Medical Center in Anaheim.

ITEM 13.E (Consent). A proclamation will be issued proclaiming May 2018 as CalFresh Awareness Month, which encourages all residents to learn about the CalFresh Program and to share information about its valuable benefits with those who need it most.

ITEM 13.F (Consent). This is the second reading of an Ordinance amending the Duarte Municipal Code defining the beginning and ending date of the terms of City Councilmembers elected through by-district elections.

ITEM 13.H (Consent). This is to consider awarding a contract to Morse Planning Group, Inc. (RSG) to prepare an Initial Study and Mitigated Negative Declaration for a General Plan Amendment and Zone Change for the properties located at 946, 952, and 962 Huntington Drive. Staff has been working to prepare the properties at 946, 952, and 962 Huntington Drive for sale. MJW Investments has been in the process of acquiring the 956 Huntington property so it can be added to the City pieces to create a property that is reasonably developable. The City is nearing a sale agreement with MJW, and one of the City responsibilities will be to process a general plan amendment, zone change, and tract map to provide the appropriate designations for residential development.

This item also includes a budget amendment in the amount of \$43,690 for the project cost. The City's cost for this work will be reimbursed by the developer as part of a development agreement or similar agreement when the general plan amendment, zone change, and tract map are completed.

ITEM 13.I (Consent). As part of the mid-year budget, the City Council approved the funding for a full-time position of Outreach Coordinator. For your consideration is the official job description for this new position, assigned to the Public Safety Department.

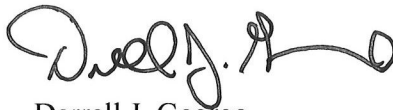
ITEM 13.J (Consent). The issue of banning polystyrene food service products has been a topic of conversation at previous City Council Meetings. Staff has discussed this matter with the Public Services Commission and the Duarte Chamber of Commerce. Staff has provided a report for your review, and to receive and file, and to provide further direction if you choose.

ITEM 15. This is a Public Hearing to consider a resolution approving a Purchase and Sale Agreement between the City and MJW Investments, LLC, for the City's sale of properties located at 946, 952, and 962 Huntington Drive.

MJW Investments, LLC, is in escrow to acquire the property at 956 Huntington Drive, and should be closing on that property in the next few days. By assembling the City pieces with the 956 Huntington Drive property, there will be a total of approximately 55,000 square feet of developable property.

MJW Investments has a good track record with the City. In partnership with Richman Group, they processed the 161-unit mixed use project at 1415-1437 Huntington Drive. That project will be in plan check soon, and is scheduled to begin construction this Summer. The project has outstanding quality, and the development team has been cooperative. There is every reason to believe that the ultimate development of this property will be the same.

Respectfully submitted,

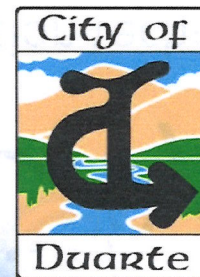
A handwritten signature in black ink, appearing to read "Darrell J. George". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Darrell J. George
City Manager

SmartCity

CITY WIDE WIFI NETWORK Presentation

City of Duarte
April 24, 2018



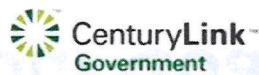
Definition of a **SmartCity**

The Smart City concept connects information, communication technology and various physical devices into a citywide network designed to optimize City operations, services and electronically connect its citizens utilizing 5G networks, the next generation of wireless network technology. Specifically, it is 10 times faster than 4G allowing for the downloading of a high definition movie in just 30 seconds.



SmartCity Opportunities

A Smart City will create “digital bridges” to homes, businesses, and anchor institutions such as the City of Hope and the Duarte Unified School District. This allows our community to thrive utilizing the infinite benefits of broadband technological advancements combined with better overall speed delivery and service continuity.

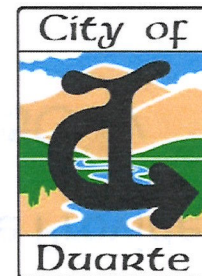


Our Goal

Provide internet access for EVERYONE in the City of Duarte



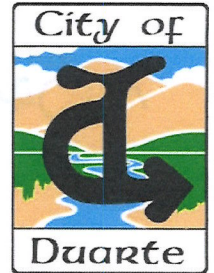
Why is it Time for a SmartCity



Smart City advanced networks will give the City of Duarte a step ahead to the future and maintain a competitive edge. The growth of our students, business owners, and citizens are dependent upon high speed internet access and the availability of public Wi-Fi. We can't wait!



Potential Benefits of a SmartCity



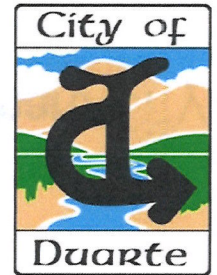
- ❖ Creates a series of Community/Public Wi –fi Networks
- ❖ Spurs Economic Development
- ❖ Allows Duarte to Take its Telecommunications Destiny into Its Own Hands
- ❖ Creates “cutting edge” telecommunication capacities for business
- ❖ Facilitates internet access for all Duarte Unified School District Students
- ❖ Promotes Affordable Internet Accessibility for all Duarte Residents
- ❖ Creates an infrastructure-ready 5G Network for Future Growth & Business Access especially for the 3 Specific Plan Areas
- ❖ City investment will be recouped over time by becoming an Internet Service Provider (ISP) for both Business and Residents



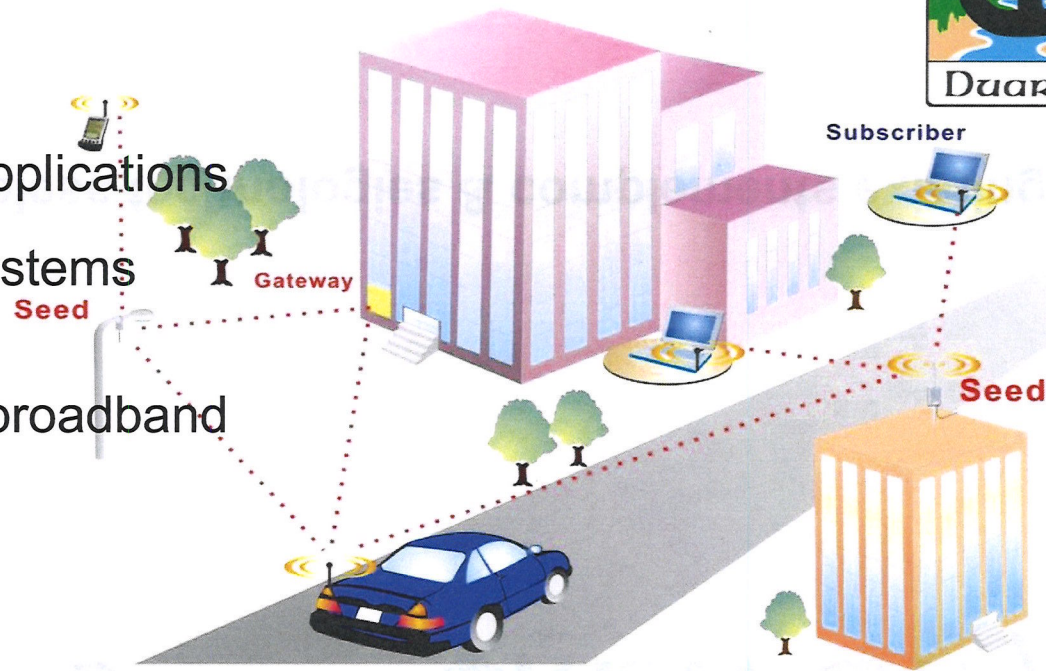
Potential Advantages of a **SmartCity**

- ❖ Greater Coverage Area
- ❖ Higher Capacity Bandwidth
- ❖ Lower Cost Internet
- ❖ High Speed Mobility
- ❖ Higher Web Security
- ❖ Integrates with existing wireless technologies & complements existing systems.

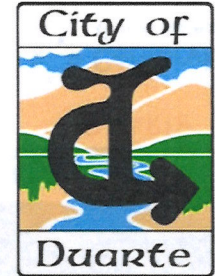
Duarte Smart City Solution



- ❖ Corresponds to future icloud applications
- ❖ Wired & Wireless integrated systems
- ❖ Security Cameras in key areas
- ❖ Voice / data / video combined broadband technology



SmartCity DEPLOYMENT

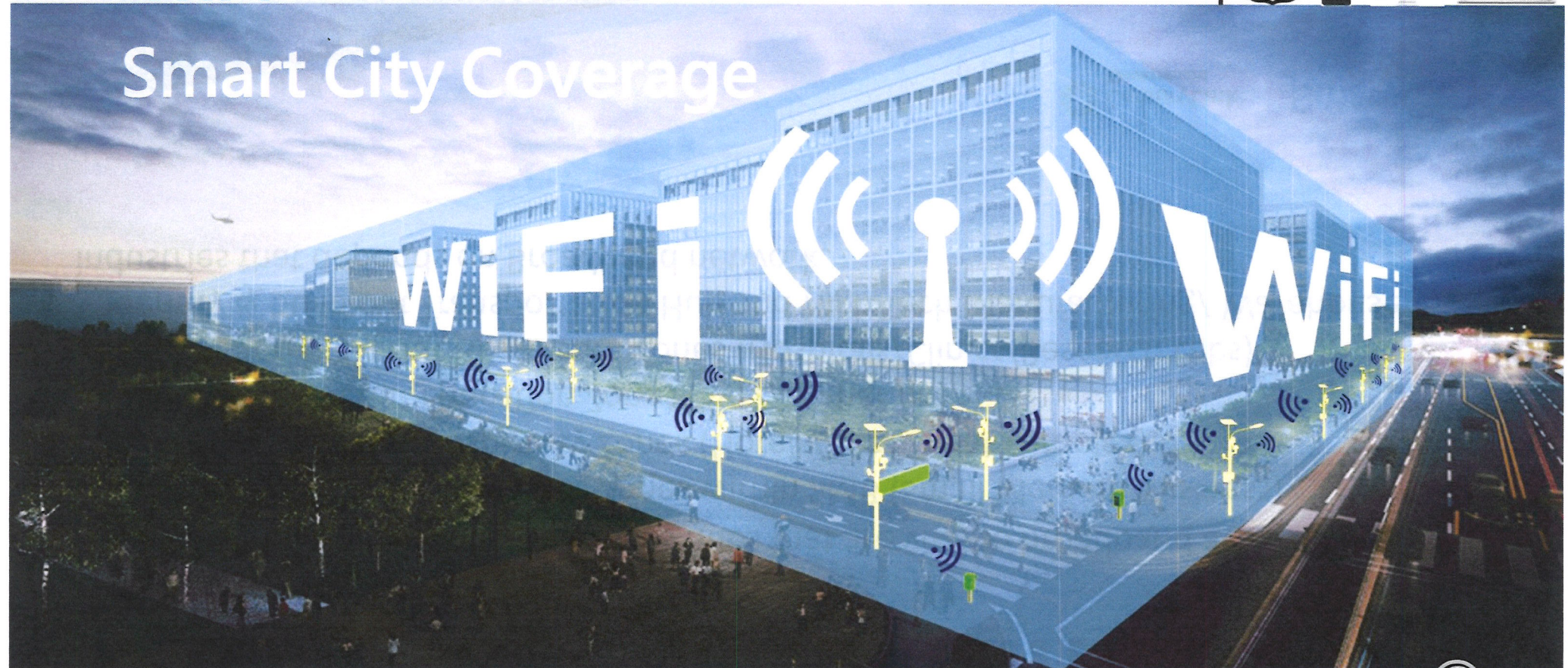


- Identify critical fiber and wireless 5G hubs that are vital to broadband availabilities
- Identify & build out Businesses Zones within SMB (Small Medium Business)
- Identify & build out Hospitality Zones (Hotels/Apartment complex),
- Identify & build out Education Zones (K-12/Higher Ed)
- Identify and build out Healthcare Zones (Hospitals/Clinics/Research Labs)
- Identify & build out Transportation Hub and High Tech Manufacturing/ Warehouse industries that depends on Broadband network



Smart City Coverage

WiFi WiFi

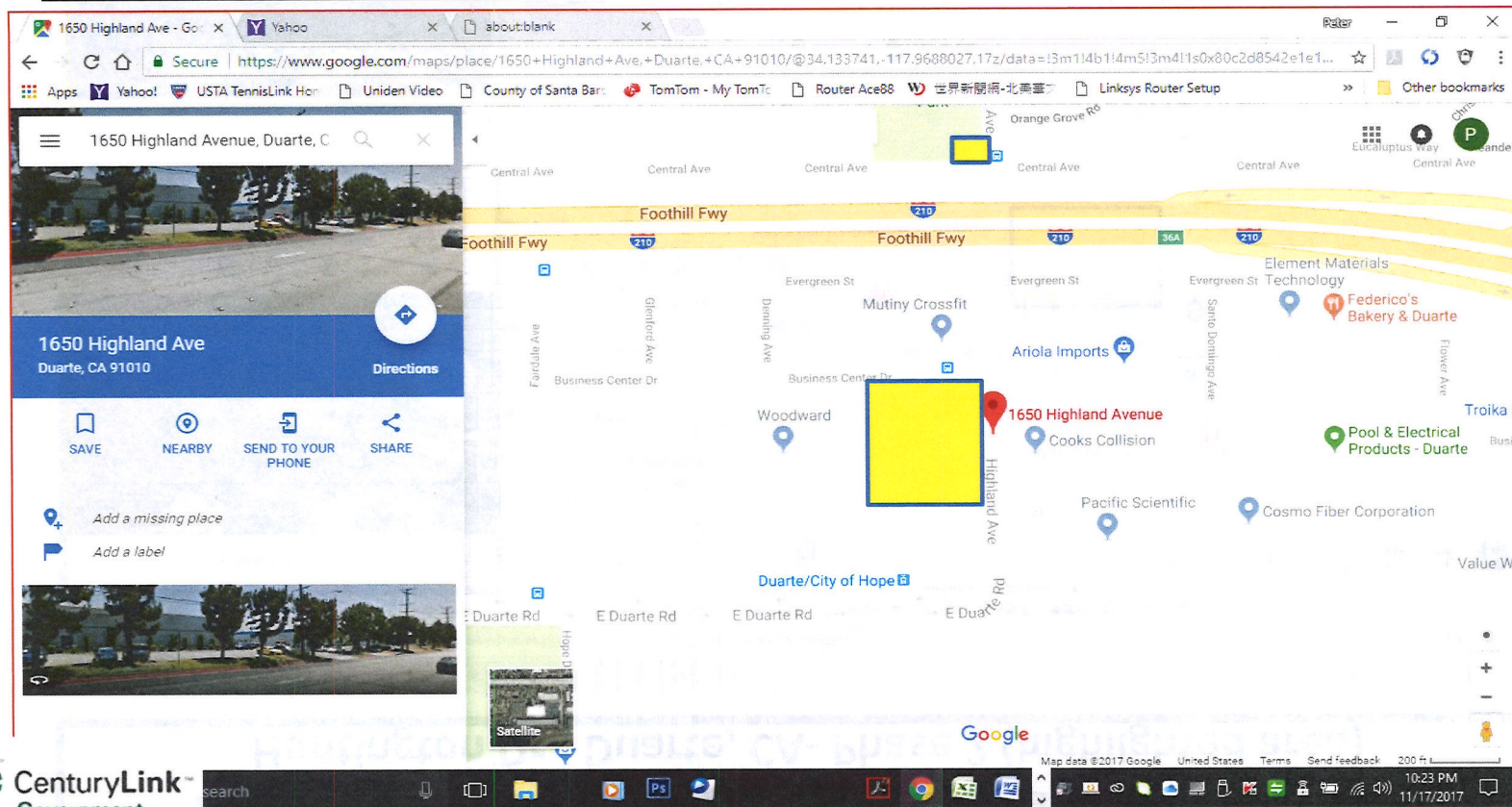
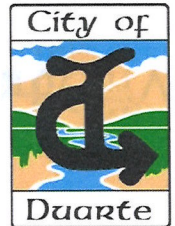


- ❖ Wireless stations (APs) are wirelessly connected, network cable or fiber are not needed for Public Wi-Fi
- ❖ Creates a real wireless INTRANET network (a contained network)
- ❖ Provide devices of different protocol connectivity within wireless Intranet network

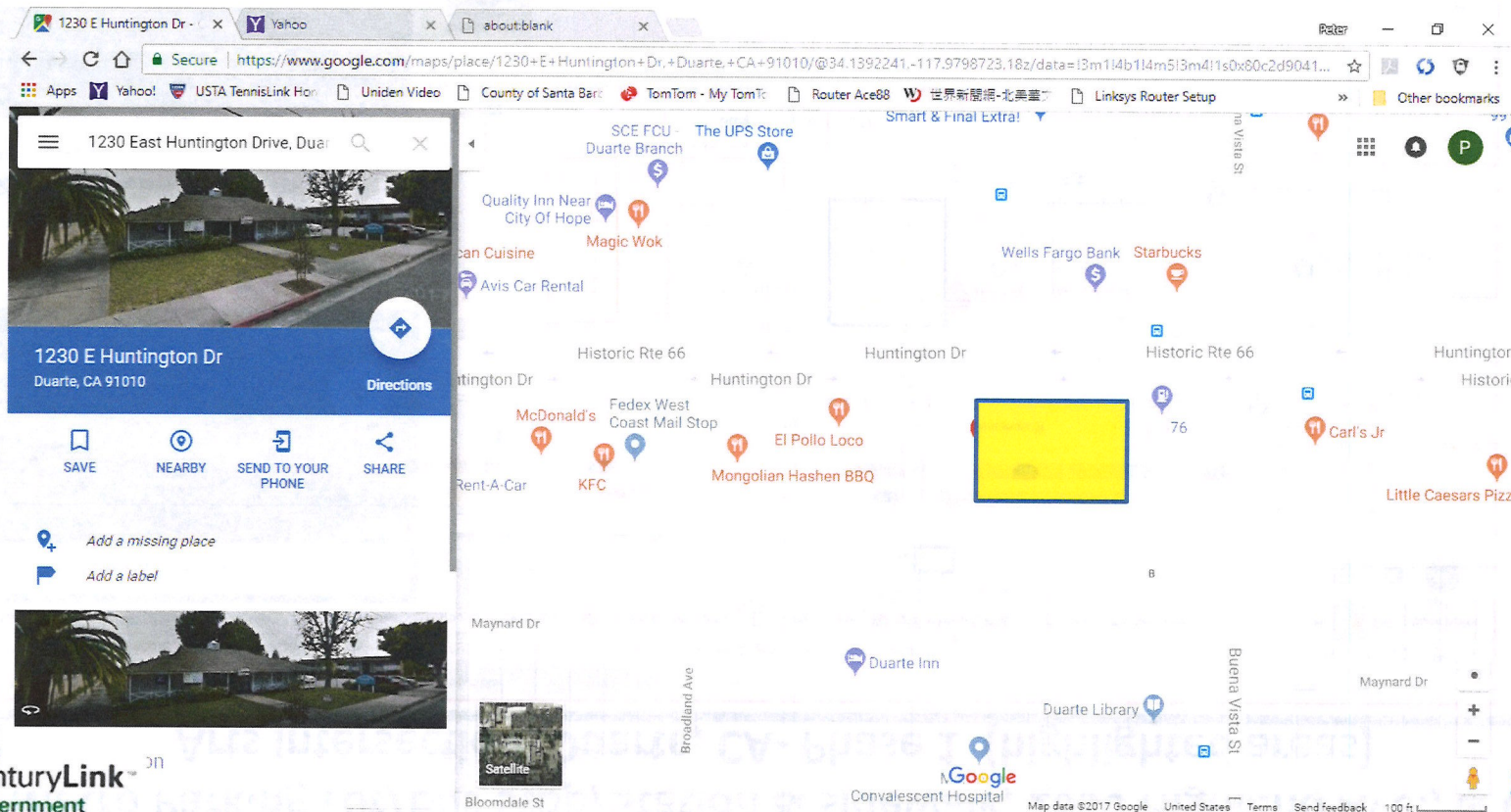
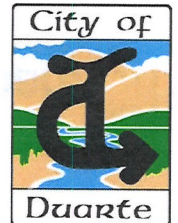
SmartCity
DUARTE

CenturyLink™
Government

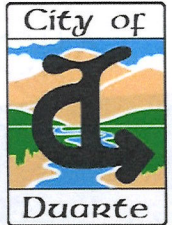
Metro Parking Lot/Bus Stop/Station & sidewalk, 1650 Highland Ave., & CS Arts Intersection, Duarte, CA- Phase 1 (highlighted areas)



Duarte Town Center/Future Hotel Site/Parking Area at 1230 Huntington Dr., Duarte, CA- Phase 2 (highlighted area)



Phase I Specifications - \$57,000*



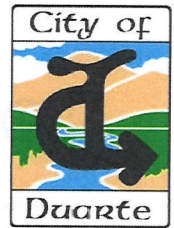
- ❖ Public Wi-Fi covering 10,000 Sq. Ft. of Public Areas from Metro Gold Station Line/Bus stop/Parking Lot to CS Arts, SGV intersection
- ❖ 4 Access Points Installed; 500 users per AP
- ❖ Public Wi-Fi AP covering NW intersection of Highland and Central Avenues

Phase 2 Specifications - \$31,000*

- ❖ Public Wi-Fi covering 7,000 sq. ft. of public area including Duarte Town Center & Future Hotel Site
- ❖ 3 Access Points Installed; 500 users per AP
- ❖ City Can Become Wi-Fi Internet Service Provider for 2 areas
- ❖ Note: City shall provide Conduit Access/Easement Access (if needed)



*Includes Parts and Labor and one year warranty. Ongoing annual internet cost starting in Year 2 . Approx. \$1,000 p/m



Next Steps

1. Present Contract for Council Approval
2. Installation/Marketing for Phase I - 90 – 120 days
3. Deployment of Phase I
4. Installation/Marketing for Phase 2 - 90 – 120 days
5. Deployment of Phase 2

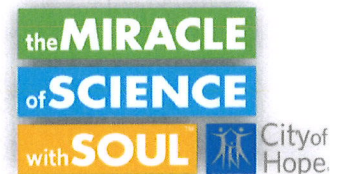
Quarterly Report

January – March 2018

Advocacy

One of our goals was to have more of a presence in our advocacy work. This quarter definitely allowed us to do that. There were four main areas that were focused on in this period:

- **Natural Gas Moratorium** – The Chamber has been very busy with different legislation that has been introduced both countywide and statewide in the last few months that is targeting the ban of natural gas for all development by the year 2030 - for both new AND existing construction - for both commercial AND non-commercial (residential). We, and many other chambers, have taken a very strong position against these measures and several have been pulled, but this one still is going forward, even while they continue to change its language.
- **Parking Restrictions** – Resident request resulted in the subject being presented at the Traffic Safety Commission. The Chamber met with surrounding businesses and presented feedback to the commission.
- **Polystyrene Study** – The City is examining the whether to allow the use polystyrene in Duarte. Locally the only city with a ban on the use and sale is the City of Pasadena. The Chamber was asked to advise the city of what type of how Duarte businesses felt about this subject. Analysis was performed, and a survey prepared and sent to our restaurants. By and large, such a ban would directly affect our local restaurants, while consumers would also be impacted. Alternative products are quite higher in costs (upward of 145% higher). This is not a cost that businesses cannot absorb. Likely it would be passed on to customers, potentially impacting the competitiveness of businesses here in Duarte. A response with survey results was provided to the city, as well our continued commitment to businesses to perform additional outreach if the commission felt it is warranted.
- **Support of City of Hope Expansion Plan** – The Chamber was asked if they would review and support the expansion plan. This long-term plan is exactly what our City needs to continue growing. It is well thought out and will stimulate not only employment, but a long-term customer base for businesses in Duarte.



Principal for a New Day



In connection with Duarte Unified School District, we held our annual Principal for a Day event. This year we decided to shake things up changing the format for this five-hour event. And we did so in a grand way. Relaunching as “*Principal for a New Day*,” we went as a group of principals to four of Duarte’s rebranded schools to experience the dynamic changes that have occurred throughout DUSD this year.

And in case you’re wondering, we had a blast as well riding on the bus from school to school, interacted with students, and even busted out in a spontaneous dance off with our Chamber principals and the kids.

That same week we participated in the City’s Job Shadowing Day and were able to have the students do the introductory picture with our newest mascot, Chamber Charley Horse.



Business Seminar



With change being the only constant in life, our business seminar this quarter was entitled “Personal Resilience, Learning to Thrive in Times of Change.” Thirty-eight attendees were able to participate and learn how to effectively handle change in the workplace, as well as help in learning how to identify and realistically balancing their work and personal life.

Lunch Meets

These meetings are held once a month and are coordinating gatherings where members can get lunch on their own and just get to know each other in a social setting. No agenda, no stats, just good talk – and good food. Average attendance is 10.



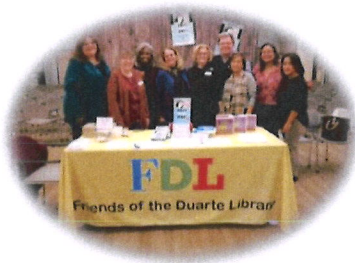
Tri-Chamber Mixer



Over 100 chamber members from Monrovia, Irwindale and Duarte gathered on February 22nd at the City of Hope to have their annual mixer. These joint mixers increase the businesses exposure of all members. Tours were provided by the City of Hope's blood donation center.

Chamber Charley Horse

In finding our new ambassador we looked at several options. Ultimately a horse was selected as it the horse an important part of Rancho Azusa de Duarte's ability to grow in its farming capabilities and establish itself as a city, it symbolizes the strength of businesses that support the community in the growth of employment, commerce and residential life. The Chamber held a naming competition with 30 entries received.



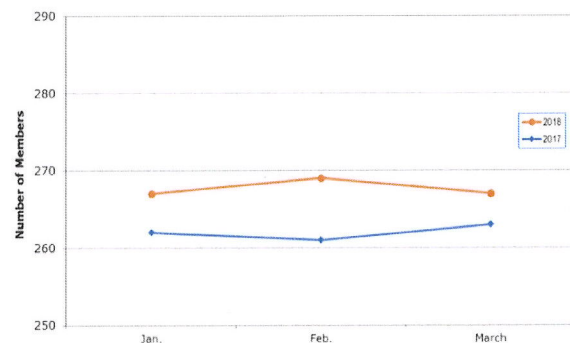
Beauty Bites Beast

Supported the Friends of the Duarte Library by providing marketing for a special screening of Beauty Bites Beast, a film about empowering women to own being their own advocates in their defense and protecting their boundaries.

Membership Activity

Membership remains stable for this quarter.

January-March 2018 Membership



Quarterly Business Visit



In an effort to ensure business satisfaction with the City, representatives from the City of Duarte, Duarte Chamber of Commerce and San Gabriel Valley Economic Partnership (SGVEP) performed business visits on March 6th, 2018. The team visited seven retail and services businesses in the former Fresh and Easy center. These unique visits allow businesses (both members and non-members alike), the opportunity to hear from SGVEP about financing, procurement and no-cost employer programs. It also allows the businesses to talk directly with City leadership about their concerns and praises of working with the City. It allows the businesses to get real time answers to their questions. The Chamber is allowed the opportunity to inform of the benefits of membership and answer any questions they may have. Their main feedback received was related to the rising costs of doing business specifically related to occupancy.

Networking Breakfast & Lunch



Good Morning Duarte Networking Breakfast – Held on the third Tuesday of each month, currently at Cabrera's Mexican Cuisine. A program of local interest is presented, and networking time is available with current, new and prospective members.

Ladies Brown Bag Lunch – These are monthly networking meetings held at different Chamber member locations. There is no cost to members, \$10 for prospective members. Bring your own lunch. If it's held at a member restaurant, a special priced lunch is usually available.



Item	Jan	Feb	Mar	Total
Good Morning Duarte Networking Breakfast	26	31	33	90
Ladies Brown Bag Lunch	19	20	16	55

Legislative Lunch – Assemblywoman Blanca Rubio



The Chamber had a very successful legislative lunch in March with Assemblywoman Blanca Rubio speaking to 67 attendees with topics ranging from bills that she has authored to her involvement in committees that are examining tough issues such as MS4 Storm Water Permits and women's rights.

Blanca also took questions from the attendees which included workforce development. Our Executive Board member Bob Cruz (Southern California Gas) relayed our involvement with a member in the creation of the "welding boot camp" that was launched in conjunction with DUSD and Mount San

Antonio College this summer. She eagerly responded, "Let us know how we can help you grow that. I will use that as an example of how they [chamber, education and businesses] are working to develop their workforce."



MINUTES

JOINT CITY COUNCIL/CITY COUNCIL AS SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY/HOUSING AUTHORITY/COMMUNITY FACILITIES FINANCING AUTHORITY OF THE CITY OF DUARTE REGULAR MEETING – APRIL 10, 2018

CALL TO ORDER	The City Council/City Council as Successor Agency to Dissolved Redevelopment Agency/Housing Authority/Community Facilities Financing Authority of the City of Duarte met in a regular meeting in the Council Chambers, 1600 Huntington Drive, Duarte, California. Mayor Fasana called the meeting to order at 7:12 p.m.
RECORDATION OF ATTENDANCE	The following were in attendance: PRESENT: Finlay, Kang, Paras-Caracci, Reilly, Fasana ABSENT: None ADMINISTRATIVE STAFF PRESENT: City Manager George, City Attorney Cosgrove
ADOPTION OF AGENDA	Reilly moved, Paras-Caracci seconded to adopt the Agenda, and carried unanimously.
PLEDGE TO THE FLAG	Joanna Gee led the Pledge of Allegiance to the Flag.
MOMENT OF REFLECTION	Reilly provided a moment of reflection.
FITNESS/MENTAL WARM-UP	Finlay provided the warm-up.
SPECIAL ITEMS Mayor's Youth Council update	Samantha Martinez and Yesenia Chavez presented the monthly Mayor's Youth Council update, upcoming Teen Center events, and the survey results received at the 2017 Route 66 Parade from middle school students, high school students, and adults.
Proclamation – Sexual Assault Awareness Month / Denim Day	Mayor Fasana read and presented the Proclamation for Sexual Assault Awareness and Prevention Month and Denim Day to Kristen Petersen.
Presentation – Youth and Family Committee Annual Report Card	Adam Knight and Lillian Cabral, Youth and Family Committee, presented the Annual Report Card about the Youth and Family Master Plan, action steps, initiators, annual report card development highlights, and goals for 2018. Andrew Raubitschek stated drugs, alcohol, and gangs were not addressed. Mr. Knight responded, and provided information about the action steps addressing those topics. Ms. Cabral stated the CMT has done a great job with gangs, and noted the importance of early education pertaining to use of drugs. City Council expressed appreciation to the Youth and Family Committee for its hard work and success in completing a number of action steps, and for producing the report card.

04/10/18

ANNOUNCEMENTS

Joanna Gee, Duarte Library, announced programs, story times, services, and performances from April through July.

Adam Knight, Duarte Chamber, announced upcoming Chamber events, programs, and seminars in April and May.

Iliana Garcia announced upcoming community events, meetings, programs, and projects in April and May.

ORAL COMMUNICATIONS

The following spoke on items not on the Agenda.

Gene Jones – Pool fees, Arcadia committee.

Andrew Raubitschek – Resident safety, video surveillance.

Brian Tindall – Plastic, styrofoam, micro beads, whale death.

CONSENT CALENDAR

Finlay moved, Kang seconded to approve the Consent Calendar as follows, and carried unanimously.

Approve Items A, B, C, H, J.

Receive and File Item E, F.

Remove Items D, G, I.

ITEMS REMOVED – Item D Amendment–PEG fees agreement

Kristen Petersen presented a staff report about the item, and answered questions from City Councilmembers.

ITEM D – APPROVED

Reilly moved, Kang seconded to approve the Second Amendment to the Assignment of Rights to Public, Educational, and Governmental Fees Agreement (PEG), and carried unanimously.

Item G–Agreement with LA Co. Homeless Services

George presented a staff report about the item, and answered questions about the Agreement.

ITEM G – APPROVED

Finlay moved, Reilly seconded to authorize the City Manager to execute a contract by and between the County of Los Angeles and the City of Duarte for Homeless Services – City Planning Grants, in the amount of \$60,000, and to approve a budget amendment to receive the grant and expend the funds, and carried unanimously.

Item I – Parks/Rec Commission Naming Plaque on Bike Trail

Cesar Monsalve presented a staff report about the recommendation, and answered questions pertaining to the donation, cost of the station, and cost of the plaque.

ITEM I – APPROVED

Fasana moved, Finlay seconded to approve the recommendation from the Parks and Recreation Commission to approve Duarte Education Foundation request for an Ed and Helen Ferguson naming plaque on the Bike Trail, and carried unanimously.

RESOLUTIONS

Council Bill 18-R-07

Unattended Personal Property

Council Bill 18-R-07 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE APPROVING A POLICY REGARDING THE COLLECTION AND STORAGE OF UNATTENDED PERSONAL PROPERTY

Brian Villalobos presented a staff report about the proposed resolution and policy.

RESOLUTION NO. 18-07

Finlay moved, Kang seconded to adopt Resolution No. 18-07, and carried unanimously.

Council Bill 18-R-08
2018-19 Projects funded by SB 1

Council Bill 18-R-08 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2018-19 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

Amanda Hamilton, Public Works Manager, presented a staff report about the project list outlined in the proposed resolution, and answered questions about funding.

RESOLUTION NO. 18-08

Finlay moved, Paras-Caracci seconded to adopt Resolution No. 18-08, and carried unanimously.

ORDINANCE
Council Bill 18-O-04
City Councilmember term dates

Cosgrove read by title Council Bill 18-O-04:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, AMENDING DUARTE MUNICIPAL CODE § 2.02.030, DEFINING THE BEGINNING AND ENDING DATE OF THE TERMS OF COUNCIL MEMBERS ELECTED THROUGH BY-DISTRICT ELECTIONS (First Reading)

Cosgrove presented a staff report about the item.

Finlay moved, Paras-Caracci seconded to introduce Council Bill 18-O-04 for first reading, and carried unanimously.

ITEMS FROM CITY COUNCIL/
CITY MANAGER

COSGROVE: Provided an update on the MS4 stormwater litigation, noted this was the second anniversary of the passing of his mother, and extended appreciation to the City Council for the condolence card he had received at that time.

PARAS-CARACCI: Thanked Rotary for the breakfast with the Easter bunny, thanked the Parks and Recreation Commission for the survey, stated the covers on the newer trash cans do not stay on, we need to address either locking them or removing the top, suggested having a Commission or staff evaluate it, requested an update on the adopt-a-park program, asked staff to contact the city of Monrovia about picking up the lime bikes being left in our City, inquired about the loitering ordinance (Cosgrove responded), she hiked up Monrovia canyon and hopes within a few years we can visit Fish Canyon Falls again, she would like us to look at the language of the election sign ordinance so that it is very clear, stated one-day sale signs and others have been attached to stop signs, medians, and around monument signs, and asked if we can remove the signs (Cosgrove responded).

REILLY: Asked that we look at our code about signs pertaining to the election, stated perhaps signs may be limited to within the election district, attended Citrus College women's history month event, attended housing justice institute in Monro-

via, stated street sweeping signs are up on her street, and she attended Congressman Napolitano/Supervisor Barger's emergency preparedness meeting.

FINLAY: Stated the breakfast with the Easter bunny was great, attended luncheon event by Dr. Jones and Congressman Schiff about disasters and policies in our region, she flew over the Imperial Valley for SCAG, suggested if we were to remove the fountain, we could replace it with a small river or a water feature, and congratulated her son Ian and his wife Annie on the birth of their baby boy.

KANG: Attended Easter egg hunt, stated he likes the monument signs, they look good and fit our City well, related an experience about a homeless person who was told to get off of the Gold Line at City of Hope and they would help him, and stated many homeless persons go through residents' trash, and we need to be proactive and reactive to maintain order.

FASANA: Met with Duarte High School students about the roles of City Council and staff, he threw out the first pitch for the senior softball season, attended Neighborhood Watch meeting, attended dedication for bus line service at Memorial Park station in Pasadena, stated if the falls open, Edison may be a good sponsor for an electric shuttle bus, attended services for Tim Rhambo, discussed resilience and preparation for a large-scale emergency, distributed copies of Resilient Los Angeles report, stated when developing the 2018/19 budget, he would like to consider an emergency preparedness program that could be piloted in several neighborhoods, suggested it could include cool roofs, reflective pavement, roof top solar battery storage, and an update of our hazard mitigation plan, grants may be available, requested a list of buildings at risk in the event of a large earthquake, asked for a report at the next meeting about supporting AB 1857 (Nazarian) addressing building codes, asked that an item about resilience be on the agenda within the next month for discussion, and suggested a workshop could be conducted about how we can take tangible steps.

ADJOURNMENT

Finlay moved, Paras-Caracci seconded to adjourn the meeting at 9:24 p.m., in memory of Arthur Anderson and Debbie Barba, and carried unanimously.

Mayor John Fasana

ATTEST:

City Clerk

04/10/18



City of Duarte

Council Warrant Register by Account

By Fund

Payment Dates 04/11/2018 - 04/24/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 100 - GENERAL FUND					
100-1005-7647	LIZ REILLY	Conference/Meeting Expense Reimbursement	209828		209.70
100-1005-7647	U.S. BANK	Liz Reilly CCCA Seminar 5/2018	69		600.00
100-1010-7610	U.S. BANK	Karen Herrera Sheriff's Update Lunch 3/8/18	69		55.00
100-1010-7610	U.S. BANK	Darrell George Mtg w/City Attorney (Starbucks)	69		5.20
100-1010-7610	U.S. BANK	Darrell George Sheriff's Update Lunch 3/8/18	69		55.00
100-1010-7610	U.S. BANK	Blanca Rubio Event (Ralphs)	69		27.36
100-1010-7610	U.S. BANK	Darrell George CCCA Seminar 5/2018	69		600.00
100-1010-7650	U.S. BANK	Darrell George FasTrak Pass Replenish	69		40.00
100-1010-7670	SAN GABRIEL VALLEY NEWSPAPERS	Legal Advertising 3/2018	209830		508.00
100-1015-7684	SILVER & WRIGHT LLP	Code Enforcement Legal 2/2018	209832		1,825.20
100-1015-7686	LOS ANGELES COUNTY DISTRICT AT	District Attorney Fees 1/2018	209820		79.01
100-1015-7686	RUTAN & TUCKER LLP	Environ/Stormwater (NPDES) Litigation 12/2017	209829		5,843.96
100-1020-7712	U.S. BANK	Hootsuite 3/2/18 - 4/1/18	69		14.99
100-1020-7712	U.S. BANK	Facebook Ads	69		34.54
100-1020-7716	DUARTE PUBLIC SAFETY PETTY CAS	State of the City Supplies	209764		13.24
100-1020-7716	DUARTE UNIFIED SCHOOL DISTRICT	State of the City Lunches 3/15/18	209805		480.00
100-1020-7716	U.S. BANK	Emergency Kits-State of the City Raffle Prizes	66		166.18
100-1020-7720	NLE SYSTEMS	Sonnet RackMac Mini Rack Mount for Mac Mini-Steel	209822		180.67
100-1020-7720	NLE SYSTEMS	HP Business E243i 24" LED LCD Monitor	209822		506.94
100-1020-7720	NLE SYSTEMS	Adtec-EN20/MP2 Single Channel MPEG2 8-Bit Encoder	209822		4,653.75
100-1020-7720	NLE SYSTEMS	On Site Install and Configure Encoder, Phase 1	209822		570.00
100-1020-7720	NLE SYSTEMS	Mac Mini Station	209822		971.28
100-1020-7720	NLE SYSTEMS	LGX Certified 500GB WD or SEAGATE Drive	209822		221.62
100-1020-7720	NLE SYSTEMS	On Site Intall and Configure Encoder, Phase 2	209822		380.00
100-1020-7720	NLE SYSTEMS	Ergotron Mounting Arm for Flat Display 24" Screen	209822		327.40
100-1020-7720	NLE SYSTEMS	Encoder SDI Cable	209822		32.85
100-1020-7720	COMMUNITY MEDIA OF THE FOOT	Final 50% of Annual CMF/KGEM Contract	209801		12,250.00
100-1020-7724	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 4/2018	209794		115.00
100-1020-7726	LEVON YOTNAKHPARIAN	CC Cablecast 1/2018 - 3/2018	209840		3,300.00
100-1205-7610	DUARTE PUBLIC SAFETY PETTY CAS	LASD Warrant Briefing Meeting	209764		16.95
100-1205-7610	U.S. BANK	LASD Team Briefing w/New Sergeant (Starbucks)	66		44.85
100-1205-7610	U.S. BANK	PS Breakfast w/Council 2/7/18 (Corner Bakery)	66		189.98
100-1205-7610	U.S. BANK	PS Breakfast w/Council 3/7/18 (Corner Bakery)	70		125.00
100-1205-7614	DUARTE PUBLIC SAFETY PETTY CAS	Office Supplies	209764		16.85
100-1205-7614	STAPLES ADVANTAGE	Credit for Invoice # 3365539031	209834		-86.26
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	209834		272.39
100-1205-7614	STAPLES ADVANTAGE	Credit for Invoice # 3365539031	209834		-43.13
100-1205-7614	STAPLES ADVANTAGE	Printer Toner	209834		91.99
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	209834		44.73
100-1205-7615	U.S. BANK	(12) First Aid Kits (Survival Supply)	66		241.35
100-1205-7615	U.S. BANK	EOC Food 3/21/18-3/23/18 Storm (Subway)	70	201818-Flood Emergency-Supplies	255.00
100-1205-7615	U.S. BANK	EOC Sharpies (Amazon)	70		9.98
100-1205-7615	U.S. BANK	EOC Power Cables & Backup Battery (Amazon)	70		282.22
100-1205-7615	TONY HADLOC	CERT Coordinator Shirt	209777		60.49
100-1205-7650	ALEX ROMO AUTO & TRUCK REPAIR	Vehicle 24 Flat Tire Repair	209792		28.95
100-1205-7650	ALEX ROMO AUTO & TRUCK REPAIR	Vehicle 22 PM Service	209792		83.09
100-1205-7650	ALEX ROMO AUTO & TRUCK REPAIR	Vehicle 23 Oil	209792		10.62
100-1205-7650	ALEX ROMO AUTO & TRUCK REPAIR	Veh 23 Alignment/2 Tires/PM Srv	209792		721.85
100-1205-7650	ALEX ROMO AUTO & TRUCK REPAIR	2016 Caravan Cabin Air Filter/Brake Inspection	209792		145.42
100-1205-7650	ALEX ROMO AUTO & TRUCK REPAIR	Veh 23 Oil Pressure Switch	209792		263.88
100-1205-7650	DUARTE PUBLIC SAFETY PETTY CAS	Vehicle 35 Carwash	209764		14.00
100-1205-7650	DUARTE PUBLIC SAFETY PETTY CAS	DART Field Trip Fuel	209764		10.00
100-1205-7655	U.S. BANK	Radio Protection, Special Assign (Amazon)	66		9.99

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Payment Dates: 04/11/2018 - 04/24/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1205-7655	THOMSON REUTERS-WEST PUBLIS	Emergency Software 3/1/18 - 3/31/18	209785		144.20
100-1205-7779	DUARTE PUBLIC SAFETY PETTY CAS	Arts/Crafts for A Team (Youth)	209764		32.85
100-1205-7779	SMART & FINAL	Youth A-Team TC Event Supplies	68		19.10
100-1205-7779	SMART & FINAL	Youth A-Team TC Event Supplies	68		24.24
100-1205-7779	U.S. BANK	Universal Studios Youth Trip Refund 12/28/17	66		-720.00
100-1205-7779	U.S. BANK	Youth Program 2/8/18 (Ultrazone)	66		465.00
100-1205-7779	U.S. BANK	Youth Program Dinner 1/25/18 (Blaze Pizza)	66		173.28
100-1205-7779	U.S. BANK	Youth Program Trip 2/22/18 (Ultrazone)	66		270.00
100-1205-7779	U.S. BANK	Youth Program Trip 2/12/18 (Calif Science Ctr)	66		24.00
100-1205-7779	U.S. BANK	Youth Program Trip 2/1/18 (Speedzone)	66		607.81
100-1205-7779	U.S. BANK	Youth Program Lunch 2/22/18 (Tropicana Mkt)	66		107.97
100-1205-7779	U.S. BANK	Youth Program Dinner 2/8/18 (Papa John's Pizza)	66		140.16
100-1205-7779	U.S. BANK	Youth Program Lunch 2/12/18 (Won Kok Restaurant)	66		140.58
100-1205-7779	U.S. BANK	Youth San Diego Trip 4/3-4/4/18 (AirBnB)	66		844.30
100-1205-7779	U.S. BANK	A-Team Laser Tag 1/25/18 (Ultrazone)	66		375.00
100-1205-7779	U.S. BANK	Youth Program Dinner 2/1/18 (Papa John's)	66		68.99
100-1205-7779	U.S. BANK	Explorer Oscar Baez Uniform (Keystone Uniform)	66		129.05
100-1205-7779	AIDA TORRES	Youth Broad Museum Lunch (Pho Broadway)	209786		150.00
100-1205-7779	AIDA TORRES	Youth Metro Transportation	209786		26.75
100-1205-7779	U.S. BANK	Dodger Parking (2) 3/27/18 (Tickets LA Dodgers)	70		30.00
100-1205-7779	U.S. BANK	(24) Dodger Tickets 3/27/18 (Gametime)	70		154.00
100-1205-7779	U.S. BANK	Explorer Oscar Baez Uniforms (Keystone Uniform)	70		87.55
100-1205-7779	U.S. BANK	Youth Dinner & Movie Trip 3/20/18 (237Box Studio)	70		195.00
100-1205-7779	U.S. BANK	Youth Program Movies Tickets 3/13/18	70		160.00
100-1205-7779	U.S. BANK	Youth Program Dinner/Movie 3/20/18 (Blaze Pizza)	70		150.79
100-1205-7779	U.S. BANK	Youth Program Lunch 3/13/18 (Blaze Pizza)	70		165.67
100-1205-7779	YESENIA CHAVEZ	PS Intern Stipend	209799		100.00
100-1205-7779	FRANK VALENZUELA	Spring Break Trip Staff Dinner	209788		46.17
100-1205-7779	AIDA TORRES	Youth Spring Break Groceries (Apple Tree)	209786		11.57
100-1205-7779	AIDA TORRES	DART Meeting 2/28/18 (Papa John's)	209786		80.83
100-1205-7779	AIDA TORRES	A-Team Event Prizes (Target)	209786		8.00
100-1205-7779	AIDA TORRES	Orange County Toll Roads 4/5/18	209786		14.25
100-1205-7779	AIDA TORRES	San Diego State Parking 4/4/18	209786		12.00
100-1205-7780	COUNTY OF LOS ANGELES - ANIMA	Animal Shelter Services 2/2018	209802		1,398.69
100-1205-7780	U.S. BANK	(100) Leashes (Animal Care Equipment)	70		91.77
100-1205-7780	D & D SERVICES INC	Deceased Animal Disposal 3/2018	209803		288.00
100-1205-7887	U.S. BANK	Cables & Clip (Amazon)	66		56.27
100-1205-7887	U.S. BANK	PS Workstation Repair (Crucial.com)	70		166.43
100-1205-7980	DUARTE PUBLIC SAFETY PETTY CAS	Hayden 5k Volunteer Supplies	209764		30.00
100-1205-7980	SMART & FINAL	Breakroom Supplies	68		55.61
100-1205-7980	U.S. BANK	Portable Table (Amazon)	66		74.12
100-1205-7980	U.S. BANK	Hayden 5k Supplies 3/6/18 (Smart & Final)	70		58.57
100-1205-7980	U.S. BANK	PS Credit Card Test 2/28/18	70		0.01
100-1205-7980	U.S. BANK	Tobacco Control Grant Proposal Mailing (UPs Store)	70		39.75
100-1205-7980	U.S. BANK	PS Staff Meeting/Briefing 3/1/18 (Villa Italia)	70		69.20
100-1205-7980	U.S. BANK	Hayden 5k Coffee (Starbucks)	70		33.90
100-1405-7610	TERESA RENTERIA	Grant Management 3/15/18 & 4/5/18	209779		45.24
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	209834		38.55
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	209834		16.96
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	209834		183.62
100-1405-7800	CHARLES ABBOTT ASSOCIATES INC	Building & Safety Services 3/2018	209798		22,588.86
100-1405-7965	BUCKNAM INFRASTRUCTURE GROUP IN	Pavement Management Database	209795		158.00
100-1405-7965	SAN GABRIEL VALLEY NEWSPAPERS	Legal Advertising 3/2018	209830	201406-Prof Serv-City of Hope EIR Reimb	1,342.00
100-1405-7980	HOME DEPOT CREDIT SERVICES	Mel Cyn K-Rail Repairs	209813		80.27
100-1405-7980	GENTRY BROTHERS INC	Repair to Bike Trail	209808		6,500.00
100-1405-8100	TFN ARCHITECTURAL SIGNAGE INC	Monument Sign Project	209838		105,110.44
100-1405-8100	SOUTHEAST CONSTRUCTION PROD	Hunt Dr Landscape Renovation	209784		171.70
100-1405-8100	TFN ARCHITECTURAL SIGNAGE INC	Monument Sign Project	209838		30,408.46
100-1405-8100	SOUTHEAST CONSTRUCTION PROD	Hunt Dr Landscape Renovation	209784		47.63
100-1405-8100	SOUTHEAST CONSTRUCTION PROD	Hunt Dr Landscape Renovation	209784		171.70

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Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1405-8100	MARTINEZ CONCRETE INC	Monument Sign Foundation Repairs	209821		8,475.00
100-1405-8100	GENTRY BROTHERS INC	Monument Sign/Lighting Conduit-Duarte Rd/Mtn	209808		10,900.00
100-1405-8100	HOME DEPOT CREDIT SERVICES	Mountain Ave Monument Sign Electrical	209813		174.52
100-1405-8100	LANDSCAPE WAREHOUSE INC	Hunt Dr Landscape Renovation	209819		1,428.10
100-1405-8100	CAL BLEND SOILS INC	Hunt Dr Landscape Renovation	209796		648.24
100-1405-8100	SITEONE LANDSCAPE SUPPLY HOLD	Hunt Dr Landscape Renovation	209833		40.60
100-1405-8100	SITEONE LANDSCAPE SUPPLY HOLD	Hunt Dr Landscape Renovation	209833		1,118.39
100-1405-8100	SITEONE LANDSCAPE SUPPLY HOLD	Hunt Dr Landscape Renovation	209833		246.18
100-1405-8100	SITEONE LANDSCAPE SUPPLY HOLD	Hunt Dr Landscape Renovation	209833		435.66
100-1405-8100	SITEONE LANDSCAPE SUPPLY HOLD	Hunt Dr Landscape Reno	209833		181.33
100-1405-8100	SIMON EQUIPMENT RENTALS	Hunt Dr Landscape Renovation	209783		475.53
100-1405-8100	SIMON EQUIPMENT RENTALS	Tiller Rental-Hunt Dr Landscape Renovation	209783		60.84
100-1410-7621	AIRGAS USA LLC	Welding Cylinder Rental	209790		50.81
100-1410-7636	L & M FOOTWEAR	Josh Hernandez Work Boots	209781		212.96
100-1410-7636	RED DOT UNIFORMS	Josh Hernandez Uniforms	209827		1,062.58
100-1410-7650	ALEX ROMO AUTO & TRUCK REPAIR	Vehicle 15 PM Service	209792		86.21
100-1410-7650	ALEX ROMO AUTO & TRUCK REPAIR	Veh 18 PM Srvc/2 Tires/Radiator Flush	209792		1,305.99
100-1410-7650	ALEX ROMO AUTO & TRUCK REPAIR	Veh 11 Batteries	209792		367.51
100-1410-7650	GARVEY EQUIPMENT COMPANY	Chipper Maintenance	209807		482.89
100-1410-7650	AUTOZONE	Dump Truck Battery	209793		128.01
100-1410-7656	SUNWEST ENGINEERING	Underground Fuel Tank Inspection 3/2018	209835		145.00
100-1410-7887	POWER TECHNIQUE AMERICA LLC	Sign Tool Repair	209826		269.38
100-1410-7887	HOME DEPOT CREDIT SERVICES	Yard Supplies	209813		7.53
100-1410-7887	HOME DEPOT CREDIT SERVICES	Yard Supplies	209813		44.52
100-1410-7980	SMART & FINAL	Breakroom Supplies	68		55.58
100-1410-7980	HOME DEPOT CREDIT SERVICES	Shop Supplies	209813		66.44
100-1410-7980	GARVEY EQUIPMENT COMPANY	Chainsaw Supplies	209807		84.01
100-1410-7980	HOME DEPOT CREDIT SERVICES	Shop Supplies	209813		6.33
100-1410-7980	HOME DEPOT CREDIT SERVICES	Wheelbarrow	209813		110.87
100-1410-7980	HOME DEPOT CREDIT SERVICES	Shop Supplies (Genset Casters)	209813		71.59
100-1415-7916	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 4/2018	209794		2,130.00
100-1500	MARGARET DIAMOND	Advance- Mother's Day Tea	209763		500.00
100-1605-7002	PAMELA ROMERO	CPR Stipend	209780		76.92
100-1605-7002	PAMELA ROMERO	CPR Stipend	209780		76.92
100-1605-7610	FRANK VALENZUELA	CPRS Conf 2018 Expense Reimb	209788		141.24
100-1605-7610	KELLY BARNES	2018 CPRS Conference Expenses	209767		105.91
100-1605-7612	CALIFORNIA PARK & RECREATION S	Peggy Diamond Membership 5/1/18 - 4/30/19	209762		150.00
100-1605-7614	STAPLES ADVANTAGE	Printer Ink	209834		251.74
100-1605-7636	THE SAUCE CREATIVE SERVICES CO	Staff Uniforms	209831		792.29
100-1605-7650	ALEX ROMO AUTO & TRUCK REPAIR	2015 Transit Van Alignment/2 Tires/Brake Inspect	209792		561.82
100-1605-7728	LUPE VALERIO	Cesar Chavez Event Gifts	209789	201809- Duarte's Promise - America's Pro	57.33
100-1605-7728	LUPE VALERIO	AmeriCorps Training	209789	201809- Duarte's Promise - America's Pro	34.66
100-1605-7728	LUPE VALERIO	Little Friends Library Ribbon Cutting	209789	201809- Duarte's Promise - America's Pro	13.11
100-1605-7728	HOME DEPOT CREDIT SERVICES	Cesar Chavez Event Supplies	209813	201809- Duarte's Promise - America's Pro	165.71
100-1605-7728	HOME DEPOT CREDIT SERVICES	Cesar Chavez Event Supplies	209813	201809- Duarte's Promise - America's Pro	6.00
100-1605-7730	HOME DEPOT CREDIT SERVICES	Easter 2018 Wood Stakes	209813		57.10
100-1605-7730	DUARTE RECREATION PETTY CASH	Bunny Suit Dry Cleaning	209775		20.00
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	68		96.14
100-1605-7733	J & J SPORTS & TROPHIES	SC Ping Pong Paddles	209816		49.28
100-1605-7733	MARGARET DIAMOND	Senior Ctr Candleholders/3 Tier Plates	209774		299.04
100-1605-7733	STARBERRY FARMS	SC Mother's Day Tea Strawberries	209766		75.00
100-1605-7733	DUARTE RECREATION PETTY CASH	Senior Ctr Supplies	209775		30.13
100-1605-7733	DUARTE RECREATION PETTY CASH	SC Gift Items	209775		25.16
100-1605-7733	DUARTE RECREATION PETTY CASH	Senior Ctr Flowers	209775		30.00
100-1605-7733	IN-N-OUT BURGER	Balance-SC Kick off for Spring	209765		1,440.64
100-1605-7735	SMART & FINAL	TC Special Event Supplies	68		8.99
100-1605-7739	THE SAUCE CREATIVE SERVICES CO	Spring 2018 Event Flyers	209831		429.20
100-1605-7741	J & J SPORTS & TROPHIES	T-Ball Bases	209816		176.75
100-1605-7741	ZEENI INC	Soccer Jerseys	209841		2,100.21
100-1605-7744	LEVON YOTNAKHPARIAN	2017 Summer Health Camp-Nutrition PSA	209840		400.00

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Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1605-7750	INLAND EMPIRE TOURS & TRANSP	Transportation 3/29/18 (Book of Mormon)	209814		980.00
100-1605-7980	SMART & FINAL	Breakroom Supplies	68		55.58
100-1605-7980	DUARTE RECREATION PETTY CASH	Bullhorn Batteries	209775		10.90
100-1605-7980	ORIGINAL WATERMAN	Lifeguard Suits	209823		638.88
100-1610-7616	POOL & ELECTRICAL PRODUCTS IN	Pool Supplies	209825		151.54
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	209776		595.02
100-1610-7618	SMART & FINAL	CH/CC Supplies	68		312.33
100-1610-7618	HOME DEPOT CREDIT SERVICES	Misc Repairs/Supplies	209813		51.35
100-1610-7618	HOME DEPOT CREDIT SERVICES	Misc Repairs/Supplies	209813		15.29
100-1610-7618	HOME DEPOT CREDIT SERVICES	Misc Repairs/Supplies	209813		13.60
100-1610-7618	HOME DEPOT CREDIT SERVICES	SC Snack Bar Repairs	209813		124.67
100-1610-7618	HOME DEPOT CREDIT SERVICES	SC Snack Bar Repairs	209813		45.86
100-1610-7618	HOME DEPOT CREDIT SERVICES	SC Snack Bar Repairs	209813		138.36
100-1610-7618	HOME DEPOT CREDIT SERVICES	Misc Supplies/Repairs	209813		5.44
100-1610-7618	HOME DEPOT CREDIT SERVICES	Misc Repairs/Supplies	209813		60.04
100-1610-7618	HOME DEPOT CREDIT SERVICES	Misc Repairs/Supplies	209813		106.72
100-1610-7618	HOME DEPOT CREDIT SERVICES	Misc Supplies/Repairs	209813		84.29
100-1610-7618	HOME DEPOT CREDIT SERVICES	Maintenance Supplies	209813		47.92
100-1610-7618	HOME DEPOT CREDIT SERVICES	Maintenance Supplies	209813		133.97
100-1610-7618	HOME DEPOT CREDIT SERVICES	Maintenance Supplies	209813		11.46
100-1610-7618	GRAINGER	Public Safety Locker	209809		439.93
100-1610-7636	CINTAS CORPORATION #693	Facility Uniforms	209800		38.78
100-1610-7650	ALEX ROMO AUTO & TRUCK REPAIR	Yardbug Battery/Oil/2 Tires	209792		293.88
100-1610-7652	UNITED SITE SERVICES	Portable Toilet Rent 3/27/18 - 4/23/18	209787		91.98
100-1610-7652	DIGITAL NETWORKS GROUP INC	SC Audio System Amplifier	209804		1,205.10
100-1610-7652	CALIBER COMMERCIAL POOL SERVI	Competition Pool Repair	209797		175.00
100-1610-7652	ALBERTOS PLUMBING	Snack Bar Plumbing Repair	209791		350.00
100-1610-7652	ALBERTOS PLUMBING	TC BBQ Gas Regulator Repair	209791		110.00
100-1610-7652	ALBERTOS PLUMBING	Otis Gordon Drinking Fountain	209791		380.00
100-1610-7652	CINTAS CORPORATION #693	Mats	209800		22.16
100-1610-7652	PASCO DOORS	SC Entry Door Activation Sensor	209824		1,695.10
100-1610-7830	THE TECHNOLOGY DEPOT INC	Telephone Cloud Services 4/1/18 - 4/30/18	209837		564.00
100-1610-7830	THE TECHNOLOGY DEPOT INC	Telephone Cloud Services 2/15/18 - 2/28/18	209837		261.95
100-1610-7830	THE TECHNOLOGY DEPOT INC	Telephone Cloud Services 3/1/18 - 3/31/18	209837		564.00
100-1610-7830	THE TECHNOLOGY DEPOT INC	Telephone Cloud Services 5/1/18 - 5/31/18	209837		564.00
100-1805-7612	CSMFO	Kristen Petersen 2018 Membership	209773		110.00
100-1805-7653	U.S. BANK	ACH Test	65		0.01
100-1805-7965	HINDERLITER, DE LLAMAS & ASSOC	Sales Tax Audit Q1 2018	209812		1,894.57
100-1810-7660	CALIFORNIA STATE DEPARTMENT O	Fingerprint Apps 3/2018	209770		192.00
100-1810-7673	IRWINDALE INDUSTRIAL CLINIC	DOT Physicals 3/2018	209815		50.00
100-1815-7631	THE TECHNOLOGY DEPOT INC	Annual Hardware Support 1/1/18 - 12/31/18	209837		2,808.00
100-1815-7820	TYLER TECHNOLOGIES INC	Business License Online Setup	209839		2,150.00
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 4/2018	209837		503.00
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 5/2018	209837		553.00
100-1815-7980	THE TECHNOLOGY DEPOT INC	Forti Equip Appliances/Warranty 3/1/18-2/28/19	209837		5,583.32
100-1825-7613	GRAND PRINTING INC	Kelly Barnes Business Cards	209810		100.30
100-1825-7613	STAPLES ADVANTAGE	PS Copier Paper	209834		43.13
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 4/2018	209794	250016-Oper of Acq Prop-1229 Pops Roa	41.67
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 4/2018	209794	990002 - Oper of Acq Prop - Duarte Traile	41.67
100-2120	PAOLA SIERRA	CC Rent Deposit Refund	209782		500.00
100-2120	CARLOS CENTENO	CC Rent Deposit Refund	209771		500.00
100-2120	ROBERT BARRIENTOS JR	Field Rent Deposit Refund	209768		250.00
100-2121	U.S. BANK	Coffee w/Deputy Event 2/14/18 (Starbucks)	66		123.15
100-2124	MARISSA CHAVEZ	Gazebo Rent Deposit Refund	209772		50.00
100-4408	DUARTE UNIFIED SCHOOL DISTRICT	Nextel Lease 4/2018	209806	250004 - Property Rent - Nextel Rent (Oti	1,581.82
Fund 100 - GENERAL FUND Total:					276,800.57

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Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 220 - GAS TAX FUN					
220-2210-7812	SUPERIOR PAVEMENT MARKINGS I	Stop Bar-BV/Royal Oaks Crosswalks	209836		850.00
220-2220-7980	JCL BARRICADE/JCL TRAFFIC	Street Name Sign (Highland Ave)	209817		148.54
220-2220-7980	HOME DEPOT CREDIT SERVICES	Duarte Rd Monument Lights	209813		72.78
Fund 220 - GAS TAX FUN Total:					1,071.32

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Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2405-7888	HOME DEPOT CREDIT SERVICES	Citywide Street Light Repairs	209813		41.71
240-2405-7888	HOME DEPOT CREDIT SERVICES	Citywide Street Lights Repairs	209813		66.24
240-2410-7888	HOME DEPOT CREDIT SERVICES	Bike Trail Repairs	209813		44.81
240-2410-7891	HOME DEPOT CREDIT SERVICES	Irrigation Timer Batteries	209813		25.23
240-2410-7891	LANDSCAPE WAREHOUSE INC	Not A City of Duarte Invoice	209819		-36.90
240-2410-7896	LANDSCAPE WAREHOUSE INC	Overpaid on Inv 4097744	209819		-1.00
240-2410-7915	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 4/2018	209794		7,500.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 4/2018	209794		4,145.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 4/2018	209794		485.00
240-2420-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 4/2018	209794		345.16
240-2421-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 4/2018	209794		1,300.00
240-2422-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 4/2018	209794		480.58
240-2423-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 4/2018	209794		900.00
240-2424-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 4/2018	209794		550.00
240-2425-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 4/2018	209794		400.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 4/2018	209794		180.00
240-2427-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 4/2018	209794		630.33
240-2431-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 4/2018	209794		800.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 4/2018	209794		835.00
240-2433-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 4/2018	209794		530.00
240-2434-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 4/2018	209794		355.00
240-2435-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 4/2018	209794		500.00
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					20,076.16

Council Warrant Register by Account

Payment Dates: 04/11/2018 - 04/24/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
260-2605-8061	ALL AMERICAN ASPHALT	ADA Ramps & Oak Ave Improvements	209760	201810-ADA Curb Ramps-CDBG ADA Curb	59,751.29
260-2605-8061	ALL AMERICAN ASPHALT	Retention-ADA Ramps & Oak Ave Improv	209761	201810-ADA Curb Ramps-CDBG ADA Curb	3,144.81
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					62,896.10

Council Warrant Register by Account

Payment Dates: 04/11/2018 - 04/24/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7619	HUNTINGTON & DUARTE INC	Bus 103 Fuel	209778		158.64
440-4405-7619	HUNTINGTON & DUARTE INC	Bus 103 Fuel	209778		151.21
440-4405-7636	HENDERSON'S	Bus Driver Uniforms (Walker)	209811		76.65
440-4405-7650	AUTOZONE	Yard Supplies	209793		71.81
440-4405-7650	AUTOZONE	Yard Supplies	209793		130.11
440-4405-7650	AUTOZONE	Yard Supplies	209793		55.98
440-4405-7673	IRWINDALE INDUSTRIAL CLINIC	DOT Physicals 3/2018	209815		100.00
440-4405-7887	BOURRET GLASS & UPHOLSTERY IN	Bus Driver Seat Reupholster	209769		244.50
440-4405-7980	SMART & FINAL	Breakroom Supplies	68		55.58
Fund 440 - PROPOSITION A TRANSIT FUND Total:					1,044.48

Council Warrant Register by Account**Payment Dates: 04/11/2018 - 04/24/2018**

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 680 - Duarte Housing Authority					
680-6805-7965	KAREN WARNER ASSOCIATES INC	Housing Consulting-Affordable Housing Plan	209818		9,990.00
Fund 680 - Duarte Housing Authority Total:					9,990.00
Grand Total:					371,878.63

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	276,800.57
220 - GAS TAX FUN	1,071.32
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	20,076.16
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDB	62,896.10
440 - PROPOSITION A TRANSIT FUND	1,044.48
680 - Duarte Housing Authority	9,990.00
Grand Total:	371,878.63

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7647	Travel & Exp - Reilly	809.70
100-1010-7610	Travel, Mtgs & Conf	742.56
100-1010-7650	Vehicle Maintenance	40.00
100-1010-7670	Legal Notices	508.00
100-1015-7684	Code Enforcement	1,825.20
100-1015-7686	Other Legal Services	5,922.97
100-1020-7712	Community Information	49.53
100-1020-7716	Special Community Even	659.42
100-1020-7720	DCTV	20,094.51
100-1020-7724	Post Office Parking	115.00
100-1020-7726	Council Cablecasting	3,300.00
100-1205-7610	Travel, Mtgs & Conf	376.78
100-1205-7614	Office Supplies	296.57
100-1205-7615	Emergency Supplies	849.04
100-1205-7650	Vehicle Maintenance	1,277.81
100-1205-7655	Emergency Services	154.19
100-1205-7779	Youth Programs	4,094.91
100-1205-7780	Animal Control	1,778.46
100-1205-7887	Repairs & Replacements	222.70
100-1205-7980	Other Expenses	361.16
100-1405-7610	Travel, Mtgs & Conf	45.24
100-1405-7614	Office Supplies	239.13
100-1405-7800	Building Department Ser	22,588.86
100-1405-7965	Professional Services	1,500.00
100-1405-7980	Other Expenses	6,580.27
100-1405-8100	Other Capital Improvem	160,094.32
100-1410-7621	Other Supplies	50.81
100-1410-7636	Uniforms	1,275.54
100-1410-7650	Vehicle Maintenance	2,370.61
100-1410-7656	Emergency Generator	145.00
100-1410-7887	Repairs & Replacements	321.43
100-1410-7980	Other Expenses	394.82
100-1415-7916	Landscape-Sport Park	2,130.00
100-1500	Advances	500.00
100-1605-7002	Regular Salaries	153.84
100-1605-7610	Travel, Mtgs & Conf	247.15
100-1605-7612	Publications and Dues	150.00
100-1605-7614	Office Supplies	251.74
100-1605-7636	Uniforms	792.29
100-1605-7650	Vehicle Maintenance	561.82
100-1605-7728	Americorp's VIP Progra	276.81
100-1605-7730	Special Events	77.10
100-1605-7733	Senior Center	2,045.39
100-1605-7735	Teen Center	8.99
100-1605-7739	Publicity	429.20
100-1605-7741	Sports/Playground Progr	2,276.96
100-1605-7744	Nutrition Program Costs	400.00

Account Summary

Account Number	Account Name	Payment Amount
100-1605-7750	Bus Rentals	980.00
100-1605-7980	Other Expenses	705.36
100-1610-7616	Pool Supplies	151.54
100-1610-7617	Pool Chemicals	595.02
100-1610-7618	Building Supplies	1,591.23
100-1610-7636	Uniforms	38.78
100-1610-7650	Vehicle Maintenance	293.88
100-1610-7652	Building Maint Services	4,029.34
100-1610-7830	Telephones	1,953.95
100-1805-7612	Publications and Dues	110.00
100-1805-7653	Bank Charges	0.01
100-1805-7965	Professional Services	1,894.57
100-1810-7660	Other Services	192.00
100-1810-7673	Physical Exams	50.00
100-1815-7631	Equipment Maintenance	2,808.00
100-1815-7820	Finance System Support	2,150.00
100-1815-7821	Personal Computer Supp	1,056.00
100-1815-7980	Other Expenses	5,583.32
100-1825-7613	Duplications And Photos	143.43
100-1825-7945	Operation Of Acq Prop	83.34
100-2120	Refundable Deposits	1,250.00
100-2121	Pass Through Deposits	123.15
100-2124	Gazebo Refundable Dep	50.00
100-4408	Property Rental	1,581.82
220-2210-7812	Street Striping & Markin	850.00
220-2220-7980	Other Expenses	221.32
240-2405-7888	Repairs-Citywide	107.95
240-2410-7888	Repairs-Citywide	44.81
240-2410-7891	Repairs-Medians	-11.67
240-2410-7896	Tree Planting-Citywide	-1.00
240-2410-7915	Landscape-Citywide	7,500.00
240-2410-7917	Landscape-Medians	4,630.00
240-2420-7914	Landscape Maintenance	345.16
240-2421-7914	Landscape Maintenance	1,300.00
240-2422-7914	Landscape Maintenance	480.58
240-2423-7914	Landscape Maintenance	900.00
240-2424-7914	Landscape Maintenance	550.00
240-2425-7914	Landscape Maintenance	400.00
240-2426-7914	Landscape Maintenance	180.00
240-2427-7914	Landscape Maintenance	630.33
240-2431-7914	Landscape Maintenance	800.00
240-2432-7914	Landscape Maintenance	835.00
240-2433-7914	Landscape Maintenance	530.00
240-2434-7914	Landscape Maintenance	355.00
240-2435-7914	Landscape Maintenance	500.00
260-2605-8061	ADA Curb Ramps (Capita	62,896.10
440-4405-7619	Fuel And Oil	309.85
440-4405-7636	Uniforms	76.65
440-4405-7650	Vehicle Maintenance	257.90
440-4405-7673	Physical Exams	100.00
440-4405-7887	Repairs & Replacements	244.50
440-4405-7980	Other Expenses	55.58
680-6805-7965	Professional Services	9,990.00
Grand Total:		371,878.63

Project Account Summary

Project Account Key	Payment Amount
None	305,443.56

Project Account Summary

Project Account Key	Payment Amount
201406-Prof Serv-City of Hope EIR Reimb	1,342.00
201809- Duarte's Promise - America's Promise Exp	276.81
201810-ADA Curb Ramps-CDBG ADA Curb Ramps	62,896.10
201818-Flood Emergency-Supplies	255.00
250004 - Property Rent - Nextel Rent (Otis Gordon)	1,581.82
250016-Oper of Acq Prop-1229 Pops Road	41.67
990002 - Oper of Acq Prop - Duarte Trailer Park	41.67
Grand Total:	371,878.63



City of Duarte

Council Warrant Register Over \$5000

By Payment Number

Payment Dates 04/11/2018 - 04/24/2018

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
209760	4/11/2018 179161	3655 ADA Ramps & Oak Ave Improvements	ALL AMERICAN ASPHALT	260-2605-8061	201810-ADA Curb Ramps-CDBG ADA Curb Ramp	59,751.29 59,751.29
209794	4/24/2018	3889	BRIGHTVIEW LANDSCAPE SERVICES INC			22,264.41
	5695201	Landscape Maintenance 4/2018		100-1020-7724		115.00
	5695201	Landscape Maintenance 4/2018		100-1415-7916		2,130.00
	5695201	Landscape Maintenance 4/2018		100-1825-7945	250016-Oper of Acq Prop-1229 Pops Road	41.67
	5695201	Landscape Maintenance 4/2018		100-1825-7945	990002 - Oper of Acq Prop - Duarte Trailer Park	41.67
	5695201	Landscape Maintenance 4/2018		240-2410-7915		7,500.00
	5695201	Landscape Maintenance 4/2018		240-2410-7917		485.00
	5695201	Landscape Maintenance 4/2018		240-2410-7917		4,145.00
	5695201	Landscape Maintenance 4/2018		240-2420-7914		345.16
	5695201	Landscape Maintenance 4/2018		240-2421-7914		1,300.00
	5695201	Landscape Maintenance 4/2018		240-2422-7914		480.58
	5695201	Landscape Maintenance 4/2018		240-2423-7914		900.00
	5695201	Landscape Maintenance 4/2018		240-2424-7914		550.00
	5695201	Landscape Maintenance 4/2018		240-2425-7914		400.00
	5695201	Landscape Maintenance 4/2018		240-2426-7914		180.00
	5695201	Landscape Maintenance 4/2018		240-2427-7914		630.33
	5695201	Landscape Maintenance 4/2018		240-2431-7914		800.00
	5695201	Landscape Maintenance 4/2018		240-2432-7914		835.00
	5695201	Landscape Maintenance 4/2018		240-2433-7914		530.00
	5695201	Landscape Maintenance 4/2018		240-2434-7914		355.00
	5695201	Landscape Maintenance 4/2018		240-2435-7914		500.00
209798	4/24/2018 58061	5120 Building & Safety Services 3/2018	CHARLES ABBOTT ASSOCIATES INC	100-1405-7800		22,588.86 22,588.86
209801	4/24/2018 321	5801 Final 50% of Annual CMF/KGEM Cont	COMMUNITY MEDIA OF THE FOOTHILLS	100-1020-7720		12,250.00 12,250.00
209808	4/24/2018 33018-AC R&R 33018-Elect Sign	4684 Repair to Bike Trail Monument Sign/Lighting Conduit-Du	GENTRY BROTHERS INC	100-1405-7980 100-1405-8100		17,400.00 6,500.00 10,900.00
209818	4/24/2018 721	4777 Housing Consulting-Affordable Housi	KAREN WARNER ASSOCIATES INC	680-6805-7965		9,990.00 9,990.00
209821	4/24/2018 1818	3844 Monument Sign Foundation Repairs	MARTINEZ CONCRETE INC	100-1405-8100		8,475.00 8,475.00
209822	4/24/2018	5763	NLE SYSTEMS			7,844.51
	18030	Encoder SDI Cable		100-1020-7720		32.85
	18030	Mac Mini Station		100-1020-7720		971.28
	18030	Sonnet RackMac Mini Rack Mount for		100-1020-7720		180.67
	18030	LGX Certified 500GB WD or SEAGATE		100-1020-7720		221.62
	18030	HP Business E243i 24" LED LCD Monit		100-1020-7720		506.94
	18030	Ergotron Mounting Arm for Flat Displ		100-1020-7720		327.40
	18030	On Site Intall and Configure Encoder,		100-1020-7720		380.00
	18030	Adtec-EN20/MP2 Single Channel MP		100-1020-7720		4,653.75
	18030	On Site Install and Configure Encoder,		100-1020-7720		570.00
209829	4/24/2018 802749	0196 Environ/Stormwater (NPDES) Litigatio	RUTAN & TUCKER LLP	100-1015-7686		5,843.96 5,843.96

Council Warrant Register Over \$5000

Payment Dates: 04/11/2018 - 04/24/2018

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
209837	4/24/2018	5029	THE TECHNOLOGY DEPOT INC			11,401.27
	7679	Forti Equip Appliances/Warranty 3/1/		100-1815-7980		5,583.32
	7881	Annual Hardware Support 1/1/18 - 1		100-1815-7631		2,808.00
	7882	Telephone Cloud Services 4/1/18 - 4/		100-1610-7830		564.00
	7882	Telephone Cloud Services 2/15/18 - 2		100-1610-7830		261.95
	7882	Telephone Cloud Services 3/1/18 - 3/		100-1610-7830		564.00
	7883	VITA Mgmt 4/2018		100-1815-7821		503.00
	7940-R1	Telephone Cloud Services 5/1/18 - 5/		100-1610-7830		564.00
	7941	VITA Mgmt 5/2018		100-1815-7821		553.00
209838	4/24/2018	5832	TFN ARCHITECTURAL SIGNAGE INC			135,518.90
	180208	Monument Sign Project		100-1405-8100		105,110.44
	180358	Monument Sign Project		100-1405-8100		30,408.46
Payment Total:						313,328.20

Report Summary**Fund Summary**

Fund	Payment Amount
100 - GENERAL FUND	223,650.84
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	19,936.07
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDB	59,751.29
680 - Duarte Housing Authority	9,990.00
Grand Total:	313,328.20

Account Summary

Account Number	Account Name	Payment Amount
100-1015-7686	Other Legal Services	5,843.96
100-1020-7720	DCTV	20,094.51
100-1020-7724	Post Office Parking	115.00
100-1405-7800	Building Department Ser	22,588.86
100-1405-7980	Other Expenses	6,500.00
100-1405-8100	Other Capital Improvem	154,893.90
100-1415-7916	Landscape-Sport Park	2,130.00
100-1610-7830	Telephones	1,953.95
100-1815-7631	Equipment Maintenance	2,808.00
100-1815-7821	Personal Computer Supp	1,056.00
100-1815-7980	Other Expenses	5,583.32
100-1825-7945	Operation Of Acq Prop	83.34
240-2410-7915	Landscape-Citywide	7,500.00
240-2410-7917	Landscape-Medians	4,630.00
240-2420-7914	Landscape Maintenance	345.16
240-2421-7914	Landscape Maintenance	1,300.00
240-2422-7914	Landscape Maintenance	480.58
240-2423-7914	Landscape Maintenance	900.00
240-2424-7914	Landscape Maintenance	550.00
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240-2432-7914	Landscape Maintenance	835.00
240-2433-7914	Landscape Maintenance	530.00
240-2434-7914	Landscape Maintenance	355.00
240-2435-7914	Landscape Maintenance	500.00
260-2605-8061	ADA Curb Ramps (Capita	59,751.29
680-6805-7965	Professional Services	9,990.00
Grand Total:		313,328.20

Project Account Summary

Project Account Key	Payment Amount
None	253,493.57
201810-ADA Curb Ramps-CDBG ADA Curb Ramps	59,751.29
250016-Oper of Acq Prop-1229 Pops Road	41.67
990002 - Oper of Acq Prop - Duarte Trailer Park	41.67
Grand Total:	313,328.20



Proclamation

SAFETY SEAT CHECKUP WEEK

WHEREAS, the number one preventable cause of death and injury to children and young adults is the automobile collision; and

WHEREAS, each year in California, more than 90 child passengers under 15 years old are killed, and more than 10,000 are injured in automobile collisions; and

WHEREAS, 71% of small children would be alive today if they had been properly restrained in child safety seats, and 45% of injuries to children ages four to eight could be prevented with the use of booster seats; and

WHEREAS, 90% of child safety seats are used incorrectly, and infants and young children are not capable of initiating action to use proper restraints; and

WHEREAS, the State of California requires that all occupants of motor vehicles be buckled up correctly on every ride, and that children be properly restrained in safety seats or safety belts, with children in the back seat until at least eight years of age; and

WHEREAS, crash-tested safety seats are moderately priced and widely available for purchase at retail stores, and at a low cost from safety seat distribution programs throughout California; and

WHEREAS, for over 37 years, Safety Belt Safe U.S.A. has been dedicated to protecting children from injury or death while being transported in a motor vehicle;

NOW, THEREFORE, BE IT RESOLVED that the City of Duarte hereby proclaims May 6-12, 2018, as SAFETY SEAT CHECKUP WEEK, and encourages the use of proper restraints for all children and young adults when riding in a motor vehicle.

Mayor John Fasana

ATTEST:

City Clerk Marla Akana
Duarte, California

April 24, 2018



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Executive Director

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Heidi Heflin, RN, MN, CNS, CPSTI, Sp. Needs,

School Bus Transportation, Program Consultant

Kate Quirk, PhD, CPSTI, Sp. Needs,

Program Consultant

SafetyBeltSafe U.S.A.

514 North Prospect Avenue, L-6, Redondo Beach, CA 90277

Mailing address: P. O. Box 553, Altadena, CA 91003 www.carseat.org
 (800) 745-SAFE 310/318-5111 (telephone & FAX) Spanish: (800) 747-SANO

RECEIVED

APR -5 2018

CITY OF DUARTE

April 2, 2018

Dear Mayor:

I am sure you are aware that traffic collisions take a major toll on people in our communities, but did you know that:

- Motor vehicle collisions are the #1 cause of death and serious injury to children
- More than 80% of small children killed in California crashes died from preventable injuries
- More than 90% of children ride incorrectly restrained in the car?

You can help save children from suffering tragic injuries by making Safety Seat Checkup Week, May 6 –12, a major event in your city. Here are some suggestions for promoting child passenger safety in your area:

- Issue a proclamation in recognition of Safety Seat Checkup Week (sample enclosed). Send your proclamation to us in advance for display at Safety Seat Checkup Day on May 12.
- Encourage targeted enforcement to increase the focus on violations of child safety seat and safety belt laws during Special Enforcement Week, April 29 – May 5, sponsored by the Peace Officers Association of Los Angeles County.
- Distribute posters and pamphlets through city agencies and employees. Resources are available from SafetyBeltSafe U.S.A.

We also invite families in your community to attend Safety Seat Checkup Day on Saturday, May 12, from 10:00 a.m. to 2:00 p.m. at Anaheim Global Medical Center in Anaheim.

Trained volunteers will conduct detailed inspections of the installation and use of safety seats. Parents will be told if the safety seats have been recalled or need replacement parts and shown how to use them correctly.

Your support for this effort, reported to the press, may encourage them to publicize this subject more widely. Please share your plans for Safety Seat Checkup Week with us.

Sincerely yours,



Stephanie M. Tombrello, LCSW, CPSTI
 Executive Director



Proclamation

CALFRESH AWARENESS MONTH

WHEREAS, one of Los Angeles County's highest priorities is to reduce food insecurity and improve health in the Nation's largest county by increasing access and participation in the CalFresh Program, the supplemental nutrition food benefit administered by the Department of Public Social Services (DPSS); and

WHEREAS, the CalFresh Program was created to safeguard the health and well-being of low-income households by increasing their food purchasing power and raising their levels of nutrition; and

WHEREAS, studies suggest that household hunger negatively impacts the intellectual, physical, and emotional development of children, and puts them at greater risk for obesity, diabetes, and other diseases; and

WHEREAS, in an effort to educate residents about CalFresh and healthy eating, and to remove the barriers that discourage eligible individuals and families from applying for food assistance, the DPSS is collaborating with various community-based and faith-based partners to implement the 8th Annual CalFresh Awareness Month Campaign; and

WHEREAS, since the City of Duarte is also known as the "City of Health," we heartily agree with the County Department of Public Social Services about the importance of sharing valuable information about nutrition education, and promoting the long-term benefits of healthy exercise;

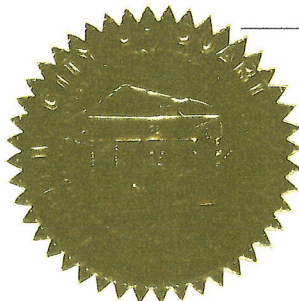
NOW, THEREFORE, BE IT RESOLVED that the City of Duarte hereby proclaims May 2018 as CALFRESH AWARENESS MONTH, and encourages all residents to learn about the CalFresh Program and to share information about its valuable benefits with those who need it most.

ATTEST:

City Clerk Marla Akana
Duarte, California

April 24, 2018

Mayor John Fasana





ANTONIA JIMÉNEZ
Acting Director

County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746
Tel (562) 908-8400 • Fax (562) 695-4801



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April 9, 2018

City of Duarte
1600 Huntington Drive
Duarte, CA 91010
Attention: Darrell George, City Manager

Dear Mr. George,

Did you know your city has 2,346 residents who may be eligible for the CalFresh Nutrition Program?

According to data provided by the California Department of Social Services, there are approximately 599,000 potentially eligible Los Angeles County residents who struggle with food insecurity and are not currently participating in the CalFresh Nutrition Program.

To help spread the word to eligible residents in your city and across Los Angeles County, the Department of Public Social Services (DPSS) has declared May as CalFresh Awareness Month, and we want to partner with you.

Not sure how to launch CalFresh Awareness Month in your city? We've made it easy and we're here to help! All you need to do is:

- **Declare May as CalFresh Awareness Month in your city** (Attached is sample language for a city proclamation);
- **Share CalFresh materials on your website, in your community, and with your local chamber of commerce** (See our [CalFresh Media Toolkit](#) for everything you need);
- **Schedule a #ChooseCalFresh Day in your city** (We can even bring our DPSS Health and Nutrition Mobile Unit to take applications on the spot!); and
- **Invite a DPSS representative to your city council or community-based informational meeting to speak about CalFresh** (DPSS can arrange for a CalFresh subject matter expert to come out to your next meeting.)

Darrell George
April 9, 2018
Page 2

Food insecurity is a serious concern confronted by residents who are struggling to put food on the table every day. Enrolling in CalFresh (formerly known as Food Stamps) can alleviate that worry. DPSS, with your help, can assist your residents to enroll in CalFresh and increase their access to fresh and healthy foods.

Join Our Social Media Campaign: As part of our awareness effort, we have launched a community outreach and social media campaign urging local government and community stakeholders to share CalFresh information by trending the **#ChooseCalFresh** campaign hashtag with every post and tweet. We also encourage you to follow the campaign on DPSS' [Facebook](#), [Twitter](#) and [Instagram](#) accounts. A comprehensive toolkit developed to promote the countywide campaign and create awareness about CalFresh can be found by clicking the following link: <http://calfreshoutreach.lacounty.gov>

Thank you in advance for helping to share this important information with your residents. DPSS is here to assist you in any way we can.

If you would like to participate in this effort, or would like additional information about the campaign, please feel free to contact:

DeLlora Ellis-Gant, Director, CalFresh Nutrition Program
Phone: (562)908-6345
Email: delloraellisgant@dpss.lacounty.gov

Sincerely,

A handwritten signature in black ink, appearing to read "Antonia Jiménez".

Antonia Jiménez
DPSS Acting Director

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, AMENDING MUNICIPAL CODE § 2.02.030, DEFINING THE BEGINNING AND ENDING DATE OF THE TERMS OF COUNCIL MEMBERS ELECTED THROUGH BY-DISTRICT ELECTIONS

WHEREAS, on or about December 12, 2017, the City Council of the City of Duarte enacted Ordinance No. 877, converting the City's at-large elections to by-district elections, and defining the boundaries of seven (7) districts for elections of City Council members; and

WHEREAS, the next regular City Council election is scheduled for November, 2018; and

WHEREAS, the Los Angeles County Registrar has requested the City to provide a specific definition of the starting and ending dates of terms for City Council members that would be elected under its newly-enacted by-district election cycles; and

WHEREAS, the City of Duarte wishes to clarify the starting and ending dates of City Council members' elected terms, consistent with the request and requirements of the Los Angeles County Registrar;

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. Title 2 of the Duarte Municipal Code, section 2.02.030, is hereby amended by adding at the end of the existing section the following language:

"Each council member's term shall begin, and the council member serving the new term shall be sworn in, at the first regularly-scheduled City Council meeting following the delivery by the County of Los Angeles of the certified statements of the results of the then-completed municipal election, election, pursuant to Elections Code Section 15372(a), as may be subsequently amended. Such regular meeting date shall be the appointed date for the termination of expiring terms, and the beginning of any newly-elected term."

SECTION 3. To the extent the terms and provisions of this Ordinance may be inconsistent or in conflict with the terms or conditions any prior city ordinance, motion, resolution, rule or regulation governing the same subject, the terms of this Ordinance shall prevail with respect to subject matter hereof.

SECTION 4. In interpreting this Ordinance or resolving any ambiguity, this Ordinance shall be interpreted in a matter that effectively accomplishes its stated purposes of consistency with applicable law.

SECTION 5. If any section, sub-section, subdivisions, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Duarte hereby declares that council would have adopted this Ordinance, in each section, sub-section, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, sub-sections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

INTRODUCED at a regular meeting of the City Council of the City of Duarte held on the 10th day of April, 2018.

PASSED, APPROVED, AND ADOPTED this day of , 2018.

Mayor John Fasana

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF DUARTE)

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Ordinance No. was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the day of , 2018, by the following Roll Call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California



Memorandum

To: City Council

From: Planning Commission

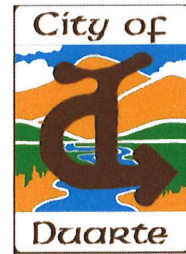
CC: Craig Hensley, Community Development Director 

Date: April 17, 2018

Subject: Commission Reorganization

At the regular meeting of the Planning Commission held on Monday, April 16, 2018, the Commission organized as follows:

- Chairperson – Sara Vasquez
- Vice-Chairperson – Wally Wolff



MEMORANDUM

TO: Mayor and City Council
FROM: Craig Hensley, Community Development Director 
DATE: April 24, 2018
SUBJECT: Award of Contract for Preparation of an Initial Study and Mitigated Negative Declaration with Morse Planning Group Inc. (RSG) and a \$43,690 Budget Amendment

Staff has been working to prepare the properties at 946, 952 & 962 Huntington Drive for sale. For the past few months, MJW Investments (MJW) has been in the process of acquiring the 956 Huntington property so it can be added to the city pieces to create a property that is reasonably developable. The City is nearing a sale agreement with MJW and one of the City responsibilities in the process will be to process a general plan amendment, zone change and tract map to provide the appropriate designations for residential development. The general plan amendment and zone change will require CEQA review.

This item is the approval of a contract with Morse Planning Group, in the amount of \$43,690, for the preparation of an initial study and the processing of a mitigated negative declaration (MND) that will include all required environmental analysis including: traffic analysis, cultural resources review, air quality and greenhouse gas analysis and other required information.

Morse Planning Group was selected as the lead consultant because of the firm's proven success in preparing defensible environmental documents, the speed and efficiency in completing the required CEQA documents, and Staff's experience in dealing with the lead project manager, Collette Morse. Morse Planning Group completed the MND for Third Street rezoning for the Tipping Project. Experience, coupled with a fair price and quick turnaround, make Morse Planning Group an excellent choice for this project. MJW Investments supports the selection of this consultant.

This also includes a budget amendment for the project cost. The City's cost for this work will be reimbursed by the developer as part of a development agreement or similar agreement when the general plan amendment, zone change and tract map are completed.

Staff recommends that the City Council authorize the City Manager to execute a standard professional services agreement with Morse Planning Group to prepare a mitigated negative declaration (MND) for the project and a related budget amendment.

March 7, 2018

Mr. Craig Hensley, AICP, Community Development Director
CITY OF DUARTE
1600 Huntington Drive
Duarte, CA 91010

Transmitted Via Email

**Subject: Proposal to Prepare Mitigated Negative Declaration for 946-962
Huntington Drive Residential Project**

Dear Mr. Hensley:

Morse Planning Group has prepared the attached proposal to prepare a Mitigated Negative Declaration for the proposed multi-family residential project located at 946-962 Huntington Drive.

The Team members and their roles for this project include:

Morse Planning Group:	Project Management, CEQA Documentation
Albert Grover & Associates.:	Traffic
Duke Cultural Resources Management:	Cultural Resources, Tribal Consultation
Pomeroy Environmental Services:	Air Quality, Greenhouse Gas, and Noise

Additional firm or staff information about any of the Team members can be provided upon request.

We greatly appreciate the opportunity to be considered for this project. Please do not hesitate to contact Collette Morse at 949.466.9283 / cmorseplan@dslextreme.com if you have any questions or would like additional information.

Respectfully submitted,



Collette L. Morse, AICP
Principal

**PROPOSAL FOR
CONSULTING SERVICES**

**Preparation of a
Mitigated Negative Declaration
for
Multi-Family Residential Project
at
946-962 Huntington Drive**

**Submitted to:
City of Duarte**

**Submitted by:
Morse Planning Group**

April 17, 2018

I. PROJECT UNDERSTANDING AND APPROACH

The City of Duarte is seeking to retain an environmental consultant to prepare an Initial Study/Mitigated Negative Declaration for the proposed multi-family residential development.

The project site includes three parcels at 946, 952, and 962 Huntington Drive (Assessor Parcel Nos. 8530013902, 8530013903, 8530013904), with 946 and 962 Huntington Drive having direct access to Huntington Drive. A single parcel with a single-family residence (Assessor Parcel No. 8530013009) located at 956 Huntington Drive is surrounded by the three parcels to the west, south, and east.

Existing uses in the City of Duarte to the west and south include multi-family residential and commercial, with commercial uses to the east. Existing uses in the City of Monrovia to the north include commercial uses within Planned Area 7.

The Applicant is proposing to develop up to 30 multi-residential units on the approximately 1.3-acre project site. The proposed project would include a General Plan Amendment from General Commercial to High Density Residential, a Zone Change from Commercial-Freeway (CF) to Multiple Family Residential High Density (R-4), and site plan and other related approvals.

The following scope of services reflects the work program for Morse Planning Group to prepare the Initial Study/Mitigated Negative Declaration that addresses the proposed project. Morse Planning Group is assuming that the site plans, floor plans and other illustrations, as well as any technical studies generated by the Applicant, would be available in electronic form and forwarded to Morse Planning Group for use in the environmental document.

II. SCOPE OF WORK

Assumptions

Based upon information provided to date, Morse Planning Group has assumed that proposed project warrants the preparation of an Initial Study/Mitigated Negative Declaration in compliance with the California Environmental Quality Act (CEQA). This is also based upon the assumption that all the technical studies are able to conclude that impacts are either less than significant or less than significant with mitigation. Should any of the technical studies conclude that impacts are significant and unavoidable, the proposed project would warrant the preparation of an Environmental Impact Report, which would require a revised scope of services and cost estimate.

The Morse Planning Group Team has assumed that no modifications to the project description would occur after the development of the project description as part of Task 2.0. Any modifications to the project description after it has been approved by City Staff would constitute a change in the work program and would require a modification to the scope and fee. Any modifications to the work program would be performed on a time and materials basis as extras to the contract.

1.0 CEQA KICK-OFF MEETING

The work program will be initiated with a formal kick-off meeting with City Staff and the Applicant Team to discuss the project features in greater detail. This initial meeting is vital to the success of the CEQA and entitlement process and will be a key milestone in order to confirm the parameters of the analysis, project construction program assumptions, proposed buildout conditions, scheduling and overall communications. Morse Planning Group will prepare a kick-off meeting agenda.

2.0 PRELIMINARY PROJECT DESCRIPTION

Based upon the detailed project information obtained at the project kick-off meeting, Morse Planning Group will draft a preliminary project description for review by the Applicant Team, and review and approval by City Staff.

3.0 TECHNICAL STUDIES

A number of plans or studies will need to be prepared for the proposed project. Morse Planning Group is assuming that the Applicant and/or City of Duarte will provide the following plans or studies, in both hard copy and electronic form:

- Site Plan
- Grading Plan
- Lighting Plan
- Landscape Plan
- Phase I Environmental Site Assessment
- Hydrology/Drainage Analysis
- Preliminary Water Quality Management Plan/SUSMP
- Geology/Soils Analysis

Following completion of the preliminary project description in Task 2.0, the Morse Planning Group Team will commence preparation of several technical studies that will be incorporated into the CEQA documentation. The following technical studies will be prepared for the proposed project:

- Traffic
- Air Quality
- Greenhouse Gas
- Noise
- Native American Consultation

3.1 TRAFFIC

Albert Grover & Associates (AGA) will provide traffic engineering and traffic impact analysis support for the MND. The tasks to be completed by AGA are described below.

Zone Change Trip Generation

To provide a baseline traffic comparison for the proposed zone change, a trip generation analysis will be conducted to compare a number of potential land use development scenarios under the current zoning to the land use scenario provided under the proposed zone change. It is anticipated that three possible existing land use scenarios and one future land use scenario will be analyzed and compared. The existing commercial zone allows for office, retail, or medical uses, while the proposed residential zone calls for high-density housing. Based on the Institute of Transportation Engineers' (ITE) 2017 Trip Generation

Manual, a conservative calculation of the potential traffic conditions will be developed for each potential use for the typical weekday as well as the typical AM and PM peak hours.

Project Trip Generation

A trip generation analysis will be conducted for the proposed project. This analysis will be based on the ITE *Manual*, potential project traffic volumes will be calculated for the proposed project for the typical weekday day, AM peak hour, and PM peak hour.

Project Trip Distribution

The potential project trip volumes will be distributed along the existing roadway network according to the proposed project site plan access point(s) and prevailing regional traffic patterns. A diagram will be provided to show the anticipated directional distribution of the project traffic volumes.

Project Site Access

Traffic site circulation and driveway configuration will be reviewed from a traffic engineering perspective, including potential driveway locations and turning movements. This review will be based on the anticipated project trip generation and distribution.

Technical Memorandum

AGA will summarize the analysis results, findings, and recommendations in a technical memorandum suitable as an appendix within the environmental clearance documentation. The memorandum will be submitted to the City for review and revised, if needed.

Assumptions

AGA does anticipate the need for project-related meetings with the City or others during the course of completing the TIA. Therefore, no meetings are included in this proposal; however, the AGA Team can attend project meetings, public meetings, or hearings at your request. Meeting attendance would be charged on a time and materials basis per their Schedule of Hourly Rates.

3.2 AIR QUALITY, GREENHOUSE GAS & NOISE

Pomeroy Environmental Services (PES) services include the preparation of technical modeling and impact analyses (i.e., Initial Study Checklist questions) for air quality, greenhouse gases, and noise. Our proposed work product will consist of complete Technical Appendices to be included and circulated with the Draft IS/MND, including the associated modeling calculation and data sheets in support of the Initial Study Checklist questions related to Air Quality, GHGs, and Noise. All analyses and study methodologies will be pursuant to CEQA and consistent with the City's standard protocol for the implementation of CEQA.

Data Collection & Review

PES will collect and review all pertinent data provided by Morse Planning Group, the Applicant, the City, and any other responsible agencies essential for preparation of the environmental documentation, as well as any other appropriate informational documents prepared for projects in the vicinity. To enable

the PES Team to proceed with this first task, the following information should be provided (to the extent available) to clearly define the project description and conduct the environmental analysis:

- Final Traffic Analysis
- Existing and Proposed Site Plans (in pdf format)
- Building elevations and sections (in pdf format)
- Landscape plans
- Grading plans
- Construction schedule, phasing, assumptions and equipment used (PES will utilize model defaults/standards for a project of this size, type and location if no other information is readily available)
- Project Design Features, LEED Certification Goals, etc.
- Demolition Disposal/Haul Route Information; including demolition debris in tons or square footage of buildings to be removed, and any soil import/export in cubic yards

Air Quality Modeling

PES will conduct air quality modeling to address the project's construction and operational air quality impacts. Impacts will be primarily assessed using the California Emissions Estimator Model (CalEEMod) and SCAQMD's Localized Significance Thresholds (LST) Methodology. CalEEMod is a statewide land use emissions computer model designed to provide a uniform platform for government agencies, land use planners, and environmental professionals to quantify potential criteria pollutant and greenhouse gas (GHG) emissions associated with both construction and operational from a variety of land use projects. With respect to operational traffic impacts, PES will utilize the data provided in the Project Traffic Memorandum to estimate air quality emissions generated by motor vehicles accessing the project.

With respect to CO Hotspots, it is unlikely the project would result in potentially significant CO "hot spots." Generally, a project-specific carbon monoxide (CO) "hot spots" analysis is not needed to reach this conclusion. It has long been recognized that CO exceedances ("hot spots") are caused by vehicular emissions, primarily when idling at intersections. Vehicle emissions standards have become increasingly more stringent in the last twenty years. With the turnover of older vehicles, introduction of cleaner fuels and implementation of control technology on industrial facilities, CO concentrations have steadily declined. Accordingly, with the steadily decreasing CO emissions from vehicles, even very busy intersections do not result in exceedances of the CO standard. As such, this proposal does not include CO Hotspot modeling. Should the need for CO hotspot analyses become requested or required, our scope and cost proposal will need to be amended accordingly.

Greenhouse Gas Emissions Modeling

PES proposes to quantify the potential GHG emissions associated with the project in compliance with the CEQA Guidelines. Using CalEEMod as described previously, the specific tasks to be performed will include the following:

- Calculate existing Project Site GHG emissions
- Calculate the Project's construction GHG emissions
- Calculate the Project's Net Increase in GHG emissions
- Evaluate if the Project would conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases

Noise Measurements and Modeling

PES will prepare a technical noise analysis to address both construction and operational noise impacts for the project. Baseline 15-minute Leq noise measurements will be recorded at up to 5 total locations and any sensitive receptors in the site's vicinity will be identified and mapped. Based on a preliminary review of existing noise sources in the project site vicinity, it does not appear long-term (24-hour measurements) will be necessary. If 24-hour noise measurements become requested or required, our scope and cost estimate will need to be revised accordingly. Construction noise and vibration impacts will be quantified and appropriate mitigation measures will be identified, as needed. Operational noise and vibration impacts will be analyzed to address the noise impacts from the vehicles accessing the site, parking noise, stationary noise, and off-site roadway noise. Based on the size, type, and location of the project, it is anticipated that off-site roadway noise will be evaluated with screening methodology and detailed roadway modeling is not expected to be required. Should this task become required, our scope and cost proposal will need to be amended accordingly.

Report Preparation

PES will prepare the impact discussion for the air quality, greenhouse gas, and noise sections, based on the Initial Study Checklist Questions contained in Appendix G to the State CEQA Guidelines and consistent with City protocol. Each issue area will include a description of the existing baseline conditions, identification of sensitive receptors in the project area that may be impacted by the project, a detailed impact analysis against state, regional and/or local thresholds, and identification of relevant and necessary mitigation measures. The level of discussion in the analysis would be satisfactory in addressing the required impact areas and the responses to the CEQA Checklist questions would be concise and to the point, focusing on the impact analysis with an abbreviated discussion on the regulatory environmental setting as needed. Calculation and modeling data would be provided as appendices to the IS/MND. The use of graphics would be kept to a minimum and used only as necessary to detail or explain the project impacts.

Responses to Team & City Comments/Review – Screencheck Document

PES will revise the Air Quality, GHG and Noise analyses as needed based on Project Team and City review. This proposal estimates up to 4 hours of professional time for revisions per Project Team and City comments. Should additional professional time be required for this task, our cost proposal will need to be amended accordingly.

Responses to Comments

After public review of the Draft IS/MND, PES is available to prepare responses to any comments received on our draft technical analyses and/or Initial Study checklist responses. This proposal estimates up to 4 hours of professional time for responses to comments. Should additional professional time be required for this task, our cost proposal will need to be amended accordingly.

Meetings & Hearings (Optional Task)

This proposal identifies attendance at project meetings and/or hearings as an optional task. A flat fee of \$750.00 per hearing has been identified, and attendance at any project meetings would be billed on a time-and-materials basis consistent with our attached hourly rate sheet. Should additional professional time become required for this task, our cost proposal will need to be amended accordingly.

3.3 NATIVE AMERICAN CONSULTATION

Morse Planning Group will contact the Native American Heritage Commission to provide the list of Native American tribes to consult. Upon receipt of the NAHC letter, Morse Planning Group will support the City by providing draft letters for City review and to be put on City letter-head. Upon receipt of the letter back from the City, Morse Planning Group will send letters to Tribes via U.S. Certified Mail or an overnight delivery service initiating the consultation process under AB-52 and SB-18. Morse Planning Group will follow-up twice with each group via e-mail or telephone. A summary of the consultation process will be prepared. Morse Planning Group does not anticipate the need for any meetings.

4.0 INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

4.1 CEQA INITIAL STUDY/ENVIRONMENTAL ASSESSMENT

Morse Planning Group will prepare an Initial Study in accordance with CEQA and the CEQA Guidelines. The Initial Study will include detailed explanations of all checklist determinations, discussions of potential environmental impacts, and mitigation measures, if applicable. The Initial Study analysis shall be in accordance with all applicable sections of CEQA and the CEQA Guidelines. The environmental document report will be presented with the following sections: Introduction, Project Description, Initial Study Checklist, Environmental Analysis, and Initial Study Determination. Morse Planning Group's approach to the analysis portion of the document is to provide thorough, detailed, and conclusive impact analysis. The document will incorporate the Applicant-provided technical studies, as well as the technical studies in Task 3.0. The topics to be reviewed include:

- | | |
|---------------------------------------|--------------------------------------|
| ▪ Aesthetics, Light, and Glare | ▪ Land Use and Relevant Planning |
| ▪ Agricultural and Forestry Resources | ▪ Mineral Resources |
| ▪ Air Quality | ▪ Noise |
| ▪ Biological Resources | ▪ Population and Housing |
| ▪ Cultural Resources | ▪ Public Services |
| ▪ Geology and Soils | ▪ Recreation |
| ▪ Greenhouse Gas Emissions | ▪ Traffic |
| ▪ Hazards and Hazardous Materials | ▪ Utilities |
| ▪ Hydrology and Water Quality: | ▪ Mandatory Findings of Significance |

4.2 ADMINISTRATIVE DRAFT INITIAL STUDY

Morse Planning Group will submit the Administrative Draft Initial Study for review and comment by the City. Morse Planning Group will also submit one "check copy" of the draft document, which will incorporate one complete set of comments received from the City. Changes to the draft document will be highlighted to assist the review, if desired by the City.

4.3 PUBLIC REVIEW DRAFT INITIAL STUDY

Morse Planning Group will submit the Public Review Draft Initial Study to the City, which will be distributed for public review.

4.4 FINAL INITIAL STUDY

A. Response to Comments

Morse Planning Group will respond to written comments received on the Public Review Draft Initial Study during the public review period, and prepare thorough, reasoned and sensitive responses to relevant environmental issues. Morse Planning Group will prepare the Administrative Responses to Comments for review and comment by the City. Morse Planning Group will submit one "check copy" of the final Responses to Comments document, which will incorporate one complete set of comments received from the City on the Administrative Responses to Comments. For budgeting purposes, Morse Planning Group has assumed a maximum of eight hours to prepare the Responses to Comments.

Should the comments be excessive and require more than the budgeted time, this task and associated costs would be revisited.

B. Mitigation Monitoring and Reporting Program

Morse Planning Group will prepare the mitigation monitoring and reporting program (MMRP) pursuant to CEQA Section 21081.6. Morse Planning Group will submit a draft version for City Staff review and will follow with a final MMRP.

C. Completion of Final Environmental Document

Following City Council approval, Morse Planning Group will prepare a Final environmental document for City review and approval. The Final document will consist of the revised Public Review Draft Initial Study text, as necessary to address the comments received during the public review period. Also included in the final document is the MMRP.

4.5 CEQA NOTICES

Morse Planning Group will be responsible for the preparation of CEQA notices (Notice of Availability/Notice of Intent, Notice of Completion, Negative Declaration (or Mitigated Negative Declaration), and Notice of Determination). The Notice of Availability/Notice of Intent and Negative Declaration or Mitigated Negative Declaration will be attached to the Initial Study to fully explain the proposed project and its affects.

City Staff will work with Morse Planning Group to prepare the agency distribution list. Morse Planning Group has assumed that City Staff will be responsible for public noticing to comply with City requirements, such as radius mailings, posting notices, or newspaper notices. Morse Planning Group will circulate notices to designated reviewing agencies. Morse Planning Group will circulate notices to designated reviewing agencies.

Morse Planning Group will file the NOD with the County Clerk and State, as needed. This task excludes the required California Department of Fish and Wildlife (CDFW) fees.

5.0 MEETINGS AND PUBLIC HEARINGS

Morse Planning Group Staff will attend up to two meetings with City Staff and the Applicant, and two public hearings with the Duarte Planning Commission and City Council. This task includes a budget of 8 hours for meetings, and 12 hours for public hearings.

6.0 PROJECT COORDINATION

The project will be managed by Collette Morse. This task includes a budget of 8 hours for project coordination.

ANTICIPATED DELIVERABLES

- 5 copies of Administrative Draft Initial Study
- 1 copy "Check Copy" of Draft Initial Study
- 35 copies of Public Review Draft Initial Study
- 1 PDF version on CD of Draft Initial Study for City Files
- 35 CDs with PDF version of Public Review Draft Initial Study, Graphics and Technical Appendices (including 15 copies for State Clearinghouse)
- 10 Copies of Final Initial Study
- 1 CD with PDF version of Final Initial Study, Graphics, and Technical Appendices
- Notice of Availability/Notice of Intent
- Notice of Completion
- Negative Declaration (or Mitigated Negative Declaration)
- Notice of Determination
- 1 Electronic Copy of Draft Mitigation Monitoring Program
- 1 Electronic Copy of Final Mitigation Monitoring Program

II. PROJECT TEAM

The following identifies the key Morse Planning Group Team members and their roles on the proposed project.

Morse Planning Group

Project Role: Project Management, Environmental Analysis, and Native American Consultation

<u>Staff</u>	<u>Project Assignment</u>
Collette L. Morse, AICP	Overall Project Management, MND Manager

ALBERT GROVER AND ASSOCIATES

Project Role: Traffic Analysis

<u>Staff</u>	<u>Project Assignment</u>
Kawai C. Mang, EIT	Technical Study Manager

POMEROY ENVIRONMENTAL SERVICES

Project Role: Air Quality, Greenhouse Gas, and Noise Analysis

<u>Staff</u>	<u>Project Assignment</u>
Brett Pomeroy	Technical Study Manager

III. STATEMENT OF FINANCIAL CONDITIONS AND COST ESTIMATE

This proposal shall be valid for a period of 90 days. Progress billings will be forwarded based on payment criteria established by the City of Duarte (City). These billings will include the fees earned for the billing period. The City shall make every reasonable effort to review invoices within fifteen (15) working days from the date of receipt of the invoices and notify Consultant in writing of any particular item that is alleged to be incorrect.

The fees proposed herein shall apply until April 30, 2018. Due to annual increases in costs associated with inflation, staff wage increases and increases in direct costs, Consultant will increase those portions of the contract fee for which work must still be completed after April 30, 2018, by fifteen percent (15%).

Deviations or modifications from the Scope of Work will result in potential re-evaluation of the associated fees. Items not specifically stated in the proposal will be considered an additional work item.

All work will be performed at a "Not to Exceed" contract price, which will become the fixed price upon completion of negotiations with the City Staff authorized to negotiate an agreement. The total budget includes all miscellaneous costs for travel/mileage, reproduction, telephone, postal, delivery, reference materials, and incidental expenses.

The budget provides a breakdown of our estimated cost of performing the services described in this Scope of Work. Our Scope of Work and its associated cost are based on several key assumptions, including the following:

1. All aspects of Morse Planning Group's proposal, including costs, have been determined independently, without consultation with any other prospective Consultant or competitor for the purpose of restricting competition.
2. All declarations in Morse Planning Group's proposal and attachments are true and constitute a warranty, the falsity of which shall entitle the City to pursue any remedy by law.
3. The Morse Planning Group team agrees to provide the City of Duarte with any other information that the City determines to be necessary for an accurate determination of the Consultant's ability to perform services as proposed.
4. As with any and all agreements Morse Planning Group enters into with an agency/client, if Morse Planning Group is selected for this and all other assignments with the City, Morse Planning Group will comply with all applicable rules, laws, and regulations.

5. City will develop the mailing list for distribution and noticing. The City will be responsible for newspaper cost of publication of notices, which will be billed directly to the City, so they are not included in the proposed budget.
6. Photocopy costs included in the proposal are for the specified number of copies of deliverables and reasonable incidental and in-team photocopying. If additional copies of deliverables are needed, they can be provided with an amendment to the proposed budget.
7. Review cycles for preliminary documents are presented in the scope of work. Additional review cycles or additional versions of administrative drafts are assumed to not be needed.
8. The proposed work addresses CEQA requirements of the proposed action. Work related to NEPA compliance, Section 404 compliance, or other permitting processes is not included (although these can be added, as needed, with a contract amendment). Work concludes at the acceptance by the City of the final deliverable.
9. The budget is based on completion of work within an agreed upon schedule. If substantial delay occurs, an amendment of the budget would be warranted to accommodate additional project management time and other costs. Substantial delay is normally defined as 90 days or more.
10. Costs are included for the number of meetings specified in the scope of work. If additional meetings are needed, they can be included with an amendment of the budget.
11. The extent of public comment is not predictable. The proposed budget includes a reasonable, preliminary estimate time to respond to comments. Morse Planning Group will consult with the City after the valuation of the comments to determine if the preliminarily estimated budget is sufficient. An excessive amount of comments is generally considered to be more than five commenting agencies/individuals and/or over 10 comments that require answers other than "Comment is noted."
12. Costs have been allocated to tasks to determine the total budget. Morse Planning Group may reallocate costs among tasks, as needed, as long as the total budget is not exceeded.
13. Traffic Impact Analysis Fee Assumptions. If the City indicates that additional intersections need to be studied, then the fee for the TIA would increase by \$2,000 for each additional study intersection beyond the six identified in the scope of work. If any separate agency-specific analysis is required beyond the City, the first agency-specific section can be completed for an additional fee of \$4,200 and each subsequent agency-specific section can be completed for an additional fee of \$2,000.

Proposal to City of Duarte

Environmental Documentation for 3rd & Oak Residential Project

COST ESTIMATE

TASK	C. Morse 150	GrA/WP 75	Total Hours	Albert Grover	PES	Total Cost
1.0 CEQA KICK-OFF MEETING	6		6			\$900
2.0 PRELIMINARY PROJECT DESCRIPTION	8		8			\$1,200
3.0 TECHNICAL STUDIES						\$12,190
3.1 Traffic				\$3,180		\$3,180
3.2 Air Quality, Greenhouse Gas & Noise					\$9,010	\$9,010
4.0 INITIAL STUDY/MITIGATED NEGATIVE DECLARATION						\$22,650
4.1 CEQA Initial Study/Environmental Assessment	64		64			\$9,600
4.2 Screencheck Draft Initial Study	24	16	40			\$4,800
4.3 Public Review Draft Initial Study	12	16	28			\$3,000
4.4 Final Initial Study						
A. Responses to Comments	8	4	12			\$1,500
B. Mitigation Monitoring and Reporting Program	8	2	10			\$1,350
C. Final Environmental Document	8	4	12			\$1,500
4.5 CEQA Notices	6		6			\$900
5.0 MEETINGS & PUBLIC HEARINGS	20		20			\$3,000
6.0 PROJECT COORDINATION	8		8			\$1,200
REIMBURSABLES/DELIVERABLES						\$3,750
TOTAL COSTS	\$24,900	\$3,150		\$3,180	\$9,010	\$43,690

Note: All work will be performed at a "Not to exceed" contract price, which will become the firm fixed price upon completion of negotiations with the Client. The total budget includes miscellaneous costs for travel/mileage, reproduction, reimbursables, telephone, postal, delivery, reference materials and incidental expenses. Morse Planning Group will receive payment on a percentage basis by task monthly billing. The Morse Planning Group project manager reserves the right to make adjustments to staff allocations as necessary within the overall budget.

IV. PRELIMINARY PROJECT SCHEDULE

A preliminary project schedule is provided below. Morse Planning Group anticipates meeting with the City and the Applicant Team to refine the project schedule to meet any objectives the City has established for the proposed project. Morse Planning Group is open to developing a more expedited CEQA schedule after discussing how to achieve such a schedule with both City Staff and the Applicant Team.

PRELIMINARY PROJECT SCHEDULE	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
PROJECT INITIATION						
CEQA Project Kick-Off Meeting						
Preliminary Project Description						
City Staff Review of Preliminary Project Description						
PREPARATION OF TECHNICAL STUDIES						
Traffic						
Air Quality, Greenhouse Gas & Noise						
AB 52 Tribal Consultation						
INITIAL STUDY/MITIGATED NEGATIVE DECLARATION						
Prepare Screencheck Draft Initial Study						
City Staff Review of Draft Initial Study						
Prepare Proofcheck Draft Initial Study						
City Staff Review of Proofcheck Draft Initial Study						
Prepare Public Review Draft Initial Study						
Produce and Distribute Public Review Draft Initial Study						
20-Day Public Review Period						
Prepare Responses to Comments						
City Staff Review of Responses to Comments						
Prepare Mitigation Monitoring and Reporting Program						
City Staff Review of Mitigation Monitoring and Reporting Program						
Prepare Final Environmental Document						
PUBLIC HEARINGS						
Planning Commission Hearing (1)						
City Council Hearing (1)						
30-Day Notice of Determination						

MEMORANDUM

TO: Darrell George

FROM: Kristen Petersen, Assistant City Manager

DATE: April 17, 2018

SUBJECT: Job Description for Outreach Coordinator – Public Safety Department

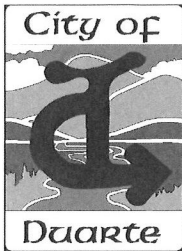
Background

On February 27, 2018 as part of the 2017/18 Mid Year Budget, the City Council approved the funding for a full-time position of Outreach Coordinator. Attached please find the official job description that will be designated for this new position. This is a full-time position assigned to the Public Safety Department. This position will be a member of the SEIU General Unit. As discussed at Mid Year, the salary range will be \$4,084-\$5,015, which is the same salary range for a Public Safety Coordinator and a Recreation Coordinator, according to the existing City Wide Salary Schedule.

On March 14th, the Union Board members were notified of the proposed recommendation to create this new position and invited to discuss any negative effects that the position would have. The Union Board indicated that they were very much in support of the new position. Certain adjustments were made to the job description based on their suggestions to help focus the position even more so on Homelessness outreach. Once approved by Council, a 30-day open recruitment will begin, with the goal of filling the position before the end of June 2018.

Recommendation

It is recommended that the City Council approve the job description for the position of Outreach Coordinator – Public Safety Department.



Outreach Coordinator – Public Safety Department

Definition:

Under the supervision of the Director of Public Safety Services or designee, perform outreach services, including contacting homeless persons in all places where they congregate in the City and educating the public on homelessness. Assist in the education and outreach to the public on the topic of homelessness including coordination with local resources to address the needs of those who are homeless and those who are impacted by the homeless population.

Essential Job Duties:

The following tasks are essential for this position. Incumbents in this classification may not perform all of these tasks, or may perform similar related tasks not listed here.

1. Provide field outreach, information, referrals, linkages, and advocacy to assist the homeless in accessing services and resources.
2. Provide crises intervention for homeless in the community.
3. Provide outreach and education to the community and business owners to identify homeless and assist with homeless related matters.
4. Attend homeless collaborative meetings and network with other agencies and coalitions.
5. Reviews patterns of homeless activity from law enforcement and other data sources; produces computerized graphics, bulletins, charts and maps illustrating designated homeless activity and other relevant and requested variables.
6. Assist in updating the Emergency Operation Plan to include homeless
7. Assists in conducting various surveys and studies by compiling and reporting data.
8. Assist in the coordination of public information distribution and public relations related to homelessness.
9. Assists with covering the front desk on an as needed basis.
10. Performs other related duties as required.

Minimum Knowledge, Skill and Ability:

Knowledge of:

- Knowledge of homeless, domestic violence, poverty, and mainstream programs
- Computers and office software applications.
- English usage, spelling, grammar, and punctuation.
- Professional writing techniques.

Skill and Ability to:

- Ability to work with homeless advocacy groups and law enforcement personnel
- Deal with individuals in potentially adversarial situations.
- Read maps and learn the city's geography.
- Ability and desire to work with people from various backgrounds
- Prepare clear, concise, comprehensive and accurate reports and other written materials.

- Develop relationships with individuals as well as a variety of service stakeholders (school, health and public benefit agencies)
- Good problem solving and conflict resolution skills
- Plan, organize, prioritize, and perform duties as assigned with minimal supervision.
- Operate standard office equipment, a personal computer, and relevant software in a Mac and PC environment.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with the public and all levels of staff and management.
- Adapt in a high-volume, fast-paced working atmosphere with multiple activities.

Training and Experience:

Any equivalent combination of training and experience that provides the required knowledge, skills, and abilities could be considered qualifying. A typical way to obtain the knowledge, skills, and abilities would be a high school diploma or equivalent and 1-3 years experience working with homeless families/individuals or people in recovery. Bachelors Degree in Psychology, Sociology or College coursework in social services or related fields desirable.

Licenses and Certificates:

Possession of a valid California driver's license is required by the date of hire. Ability to obtain CPR/First Aid Training, Incident Command Systems and Community Emergency Response Team Certification. Must complete a personal background questionnaire and pass an extensive background investigation.

Physical Requirements and Working Conditions:

- Requires vision (which may be corrected) to read small print.
- Requires the mobility to stand, stoop, reach, and bend.
- Requires the ability to stand for long periods.
- Requires the ability to walk long distances.
- May be required to work in inclement weather without effective protection from sun, cold and rain.
- May be required to work within enclosed spaces or at heights above ground level.
- Required to traverse hilly and rocky terrain.
- May be required to use personal vehicle in the course of employment.
- Required to attend periodic evening meetings and/or to travel within and out of City boundaries to attend meetings.
- Required to work evenings or weekends, as necessary.
- Requires an updated tuberculosis test
- May be in contact with individuals and families in crisis who may be ill, using alcohol and drugs, and who may not be attentive to basic personal hygiene, health and safety practices.
- May experience a number of unpleasant sensory demands associated with the clients use of alcohol and drugs, and lack of personal hygiene.
- Requires being ready to respond quickly and effectively to many types of situations, including crisis situations and potentially hostile situations.

MEMORANDUM

TO: Darrell J. George, City Manager
FROM: Kristen Petersen, Assistant City Manager
DATE: April 17, 2018
SUBJECT: Polystyrene and Overall Waste Reduction

Background

In January 2018 City Council asked that the topic of a ban on polystyrene food service products be discussed at a Public Services Commission meeting. On March 14th, the item was on the Public Services Commission agenda.

Please note that information was provided to the Commissioners in advance of the meeting on both the pro and the con side of a polystyrene ban. This included 1) information provided by Brian Tindall, a Monrovia resident, who has attended several City Council meetings, 2) various pro/con articles from the internet, 3) a staff report from the City of Monrovia and 4) a summary report from the Duarte Chamber of Commerce, who was asked to weigh in on this topic on behalf of the Duarte business community. The same information is attached to this report.

During the meeting, Sheryl Lefmann, Duarte Chamber of Commerce President, reported that based on their own research, the segment of businesses that would be most impacted by a ban of polystyrene food service products would be restaurants and businesses that sell supplies to restaurants. Based on a brief survey of their membership, those that responded felt that they could not afford to convert away from the use of polystyrene products given that their margins are already so small. Independently the Chamber of Commerce confirmed that Non-polystyrene products are significantly higher in cost than their counterparts. The Chamber also reported that other communities that had adopted bans generally had very extensive lists of exemptions, making it complicated and unclear as to how beneficial the impact of the ban will be.

Staff reported that Burrtec Waste does implement a polystyrene recycling program at the West Valley MRF in Fontana and the Agua Mansa MRF in Jurupa Valley. However, this program is largely focused on the large commercial or industrial polystyrene packaging businesses, so very few loads from Duarte are taken to these facilities. Most of the City's waste is taken to the Azusa Waste Management facility, which does not recycle polystyrene. Burrtec could set up a recycling program in Duarte for polystyrene. However, their initial assessment is that there is likely very little polystyrene in Duarte's waste by percentage and further that the diversion impacts would be smaller yet if a program was implemented.

The Commission discussed their own individual perspectives and both sides of the argument for and against the ban of polystyrene. The group pointed out that the statistics and information for each side of the argument seemed to very much contradict one another, so it's difficult to say exactly what the facts are. For example, some of the reports suggest that polystyrene is a toxic product that has been shown to cause cancer. However, other reports point out that there are not conclusive studies to prove that polystyrene causes cancer and it was noted that polystyrene continues to be an FDA-approved hygienic material of choice for foodservice packaging to serve foods. Its inherent insulation properties maintain food temperatures and help keep food fresh,

Polystyrene and Overall Waste Reduction

Page 2

hot or cold and ready-to-eat. In one article, it noted that a lot of waste found in the LA River is polystyrene, however it is not from food-service products, but rather from transport packing materials. A ban on food service polystyrene would not reduce this part of the waste stream.

Staff reported that the City of Monrovia adopted a resolution that bans polystyrene food service containers in City Facilities. In fact, a copy was included in their packet and is attached to this staff report. The Commissioners were not opposed to the idea for Duarte, but they did not think that it would make a big impact on the issue. The City of Monrovia also created a public education program aimed at encouraging minimized use of polystyrene. The idea of educating the public was of interest to the Commission, but they felt that a focus on education on polystyrene alone was too narrow.

Ultimately the Commission felt that a ban on a specific food service product such as polystyrene would likely involve a substitution of the banned item with some other product that would be discarded in the same manner as the banned items. This would result in higher costs to a small sector of our business community without any real reduction in overall waste. The Commission agreed with the statement that whatever ends up on the streets is washed into the gutters and into the river. Therefore, the Commission felt that effort should be spent focusing on reducing the overall litter that is generated in our City and ends up on our streets and in our parking lots. They felt that by encouraging the use of recycling and promoting the use of reusable items over single-use items the City would have a greater impact on reducing litter that ends up in the waterways and it would beautify our City along the way.

As a result, the Commission suggested that there not be a specific ban on polystyrene nor a public education program specifically on polystyrene at this time. Instead they recommended that the City should consider an overall litter reduction program that includes education, outreach or community partnerships with businesses and residents. Clean-up programs such as Azusa Beautiful, which is a non-profit group in Azusa that receives City dollars to conduct cleanup events throughout Azusa, were discussed. The Commission brainstormed about several possible programs including; a public awareness campaign about keeping the City clean and that highlights and encourages the use of the recycling opportunities already in the City; a program to distribute reusable containers and educate on the need to reduce single use containers; development of public education materials particularly for businesses that suggest more environmentally friendly alternatives when re-use is not an option (including paper products, recyclable plastics and bio-products); new outreach programs with businesses to conduct cleanup efforts particularly in shared parking lots; and creative solutions from Burrtec for trash and recycling options in multi-tenant shopping centers.

Generally, the Commission felt that City resources and staff time should not be spent on eliminating one specific product, but instead on a more comprehensive public awareness campaign that would aim to change behavior in Duarte to reduce overall litter, promote recycling and re-establish pride in having a clean and litter-free community.

Recommendation

It is recommended that the City Council receive and file this report and give staff direction on the next steps, if any, on this topic.

From: **Kristen Petersen** petersenk@accessduarte.com
Subject: Fwd: Chamber Input on Polystyrene Ban
Date: April 17, 2018 at 9:54 AM
To:



Kristen Petersen

Assistant City Manager
Director of Administrative Services
City of Duarte

PROVIDED BY CHAMBER

Begin forwarded message:

From: Sheryl Lefmann <sheryl@duartechamber.com>
Subject: Chamber Input on Polystyrene Ban
Date: March 7, 2018 at 3:54:03 PM PST
To: Kristen Petersen <petersenk@accessduarte.com>
Cc: "rbreceda@accessduarte.com" <rbreceda@accessduarte.com>

Good afternoon Kristen,

We appreciate the city coming to us regarding the examination of a polystyrene ban and how it would impact Duarte businesses.

After my initial analysis and interviews with both parties (pro and con polystyrene), it was determined that, by and large, the segment of impacted businesses would be restaurants. As such, my survey was sent to 44 businesses (with three being ones that may sell polystyrene products) that would potentially use polystyrene as a method of food or beverage for dine-in or take out. Most responded verbally, with three responding via a blind survey. We received only input from 9% of those surveyed.

Questions asked of the respondents:

1. Do you currently use polystyrene (regular or Styrofoam) food or beverage containers? (Yes/No)
2. Are you aware of the polystyrene ban in other cities? (Yes/No)
3. If you serve food only in polystyrene containers, or have a high amount of customers who request "to-go" containers or boxes, have you looked into alternatives (Yes/No)
4. Where do you purchase your containers from? (Select One)
 - a. Local store(s) – examples Smart & Final, Restaurant Depot, Costco
 - b. Not local supplier – example Los Angeles, online, etc.
 - c. Both
5. Would your business be able to afford an increase of up to 145% in expenses on takeout containers? (Yes/No)
6. If the city were to ban polystyrene, what impact do you anticipate it would have on your business? (Open ended)

Of the closed ended responses received,

1. all but one use polystyrene products,
2. all were aware of the ban,
3. the vast majority have looked into alternatives,
4. businesses use both local and non-local suppliers,
5. and all but one of the businesses could not afford an increase in costs.

Regarding impact, overwhelmingly they agreed that they could not afford to convert. One commented that they are "already having trouble just paying the bills. Can not afford to take on any additional expenses." With the costs of minimum wages increasing, some businesses have had to raise prices or reduce hours to keep the same slim profit margins. The inability to use the cheaper polystyrene products is an increase that they would not be able to absorb.

One business that uses Restaurant Depot in Pasadena has had to convert to non-polystyrene products as the supplier is prohibited from selling them. This added approximately 140% increase on their container expenses. Independently, I did go to Smart and Final and did a like item comparison. Non-polystyrene products are indeed significantly higher than their counterparts. Some packaging may appear to have similar pricing, there is approximately half of the quantity of product compared to polystyrene packaging.

From my research, I looked at information provided by both sides (for, and against, polystyrene products ban). As expected their positions, and stats they rely on, contradict one other. This included not only costs, but environmental and health-based claims.

As for the mechanics of such a ban in other cities there are many exceptions to the rules (prepackaged products, packing materials, types of products sold, etc.). I also spoke with Pasadena Chamber to see what information impact the prohibition has had on their businesses. With this being a relatively new mandate, they have no statistics to say what impact the ban has had to restaurants.

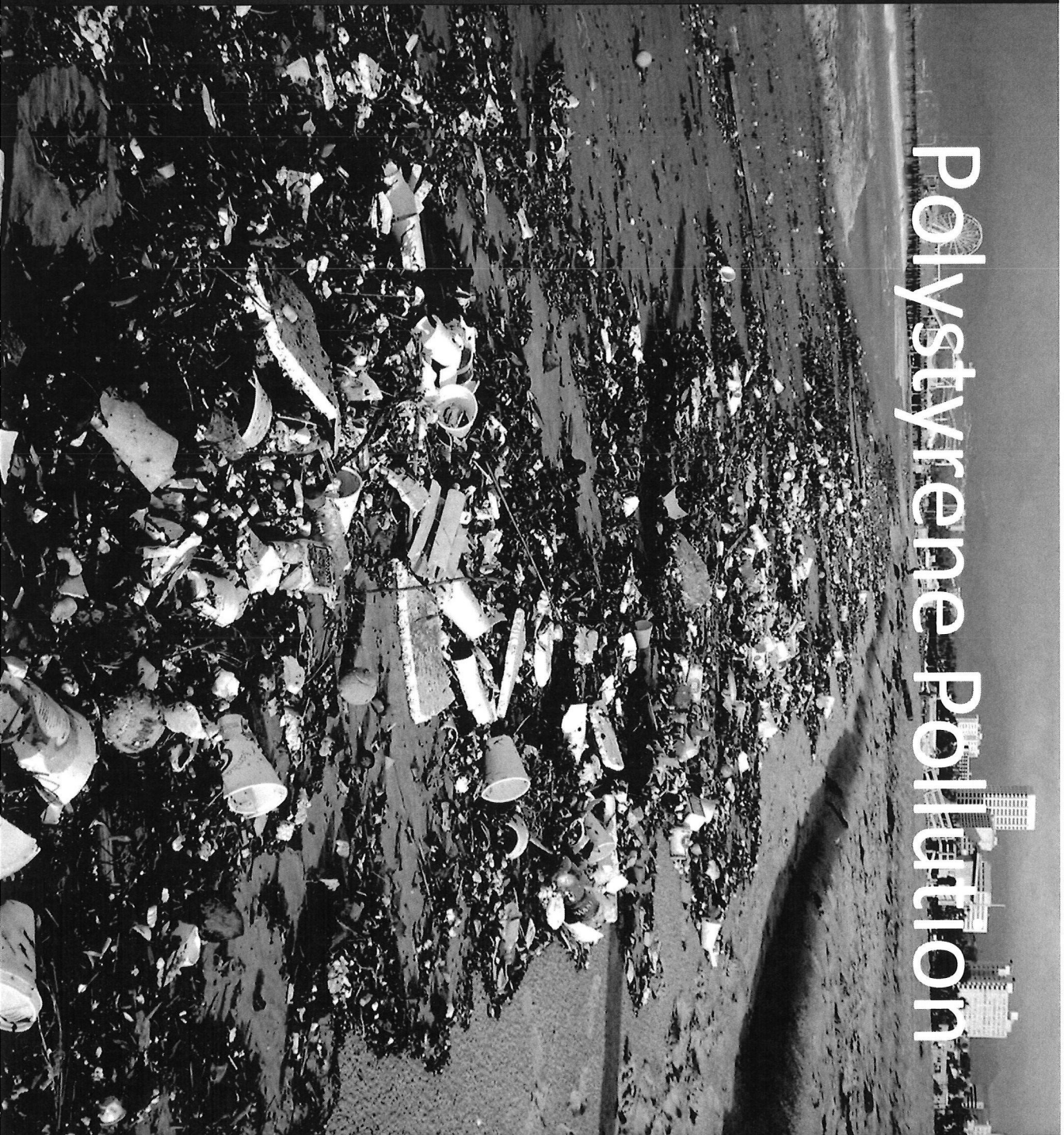
If you could let me know when this item will be on the agenda for the commission, I will make sure that a chamber representative is there to address the commission and answer any questions they may have.

We would welcome the opportunity to do additional outreach if the commission feels it is warranted. If requested to do so, we would likely expand the outreach to all restaurants and impacted retailers, regardless of membership status. This could include what the commission and your offices feel would be relevant in forming a more concrete position from both the city's and the chamber's perspective.

With regards,

Sheryl Lefmann
President/CEO
Duarte Chamber of Commerce
1735 Huntington Drive
Duarte, CA 91010
Office: 626-357-3333
Cell: 626-205-5664
Fax: 626-357-3645
www.duartechamber.com
sheryl@duartechamber.com

Polystyrene Pollution



Provided By BRIAN TINDALL,
MONROVIA RESIDENT

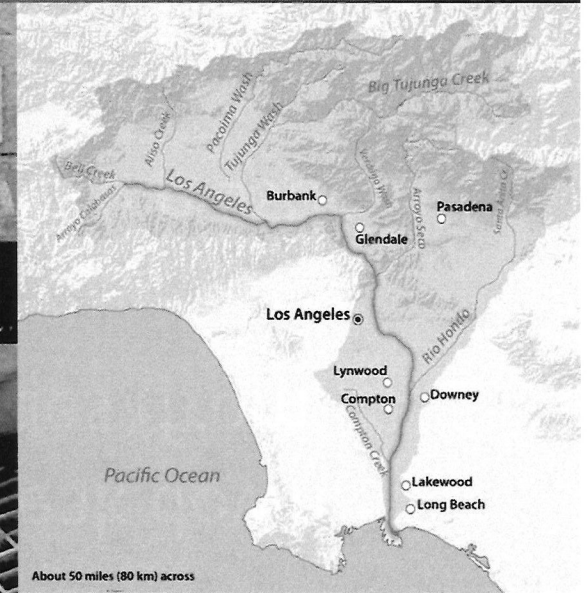


This shot is from Santa Monica.
It was taken after the rain storm.

Large rain storms show how
everything is connected.
Litter that is found in Duarte can
and does make it to the ocean.

Duarte is part of the LA River water shed.
What ends up on the streets is washed into
the gutters and into the river.

Expanded Polystyrene is largely air,
meaning it is easily blown away and into
the water system



- Once PS is littered it begins to break down. Like other plastics it photodegrades (from sunlight)
- As it breaks down it turns into micro plastic, ever smaller pieces.
- Animals mistake it for food and may die from ingesting too much plastic.



Marine Facts

- The lifetime of plastics in the marine environment is unknown.
- Roughly 80 percent of marine debris originates from land-based sources. Plastics comprise 90 percent of floating marine debris.
- A study of beach debris at 43 sites along the Orange County coast found EPS was the second most abundant form of beach debris

- PS is a toxic product that has been shown to cause cancer.
- Styrene can migrate from polystyrene containers into food and beverages when heated, or in contact with fatty or acidic foods.
- Like many products we once thought safe, it is time to remove PS from our lives.



NOW...Scientific Evidence on Effects of Smoking!

A MEDICAL SPECIALIST is making regular bi-monthly examinations of a group of people from various walks of life. 45 percent of the group have smoked Chesterfield for an average of over ten years.

After ten months, the medical specialist reports that he observed...

no adverse effects on the nose, throat and sinuses of the group from smoking Chesterfield.

MUCH Milder
CHESTERFIELD
IS BEST FOR YOU



According to a recent Nationwide survey:

MORE DOCTORS SMOKE CAMELS THAN ANY OTHER CIGARETTE

DOCTORS in every branch of medicine...in all...was gained in the nationwide study of cigarette preferences. These leading research organizations made the survey. The gist of the survey was: What cigarette do you smoke, Doctor?

The brand named more than 100,000!

The rich, full flavor and mild satisfaction of Camel's superb blend of choice tobaccos with so have the same appeal to the smoking tastes of doctors as to millions of other smokers. If you are a Camel smoker, this preference among doctors will hardly surprise you. If you're not...with 100 Camels are...



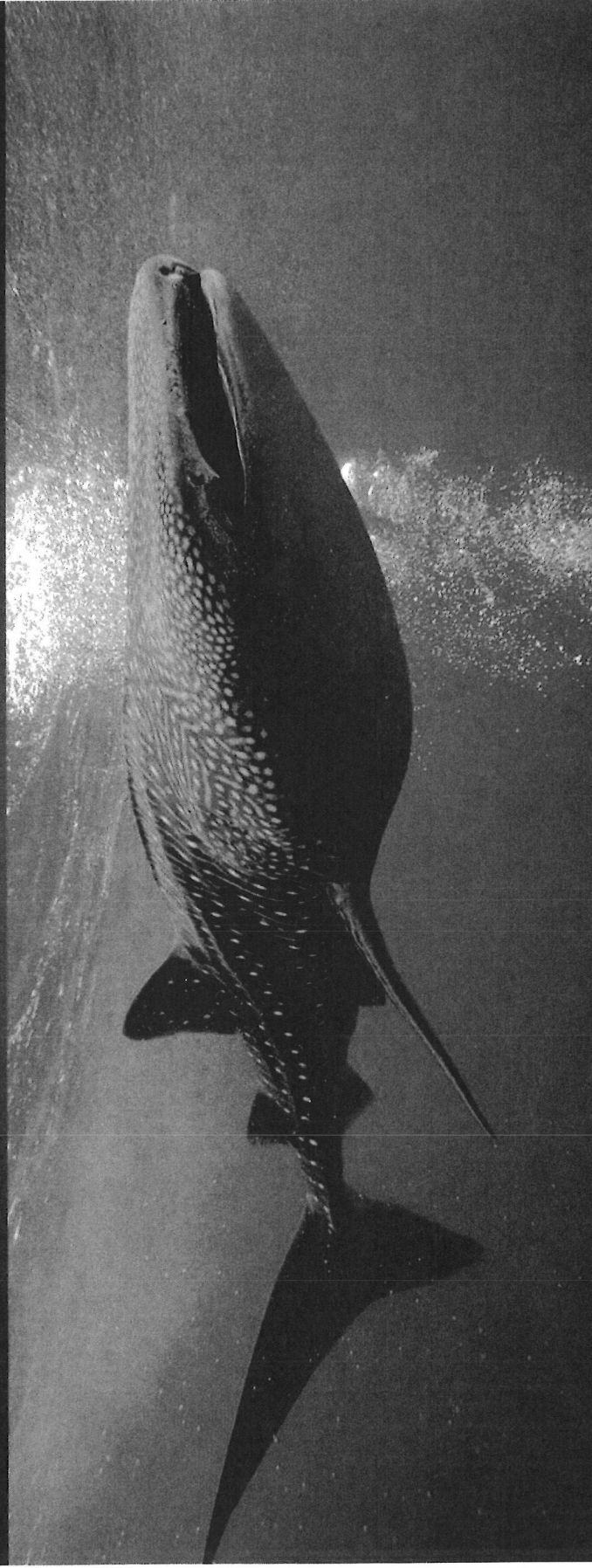
CAMELS Costlier Tobaccos



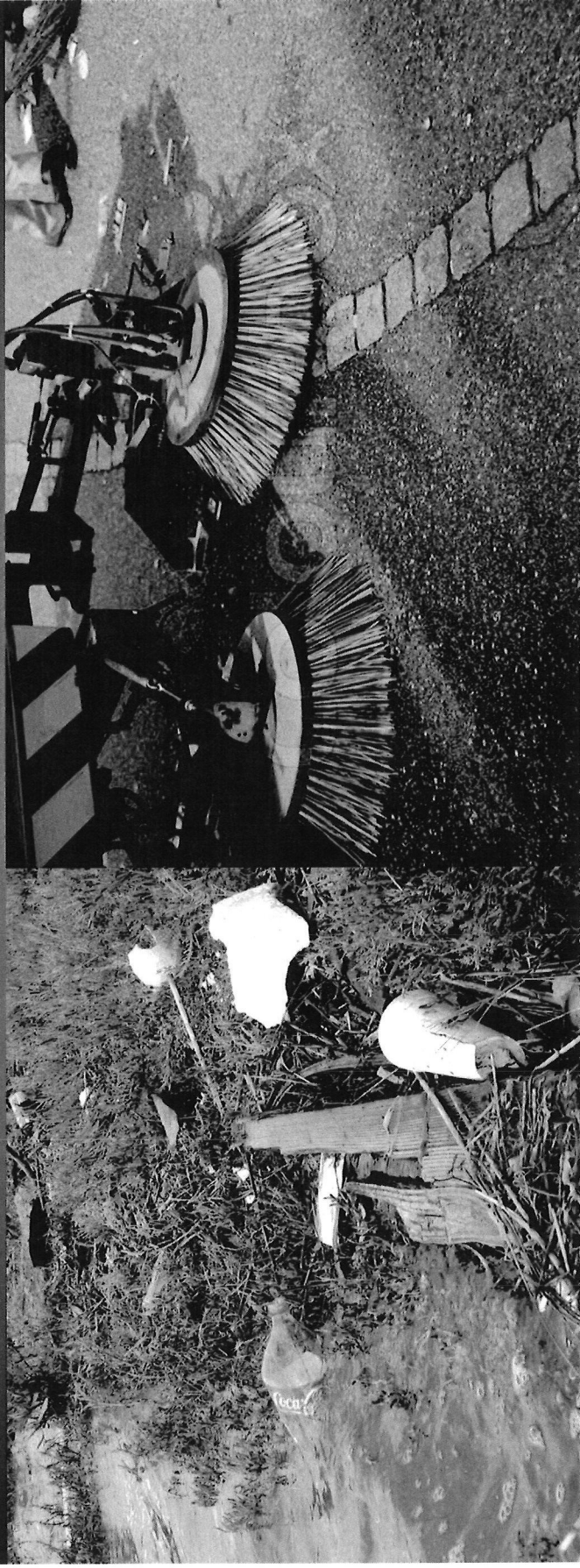
Health facts

- Styrene residues are found in 100% of all samples of human fat tissue.
- Styrene exposure increases the risk of leukemia and lymphoma and is a neurotoxin
- Styrene can be found in air, water, and soil after release from the manufacture, use, and disposal of styrene-based products.

Happy break!



- Caltrans spends approximately \$60 million a year to remove litter and debris from roadsides and highways.
- Since 2001, Southern California cities have spent in excess of \$1.7 billion cleaning trash out of storm drain systems in order to comply with storm water regulations.



RECYCLABLE ITEMS

Beginning OCTOBER 24, 2011 these items ARE accepted for RECYCLING:



Plastic Food Trays & Cups Except #6



Plastic Bottles & Jugs Except #6



Wide-Mouth Plastic Containers #1-#7



Rigid Plastics



Empty Aerosol Cans Lids Removed



Milk & Juice Cartons & Juice Boxes



Aluminum Cans, Foil & Trays



Glass Bottles & Jars Lids Removed



Cereal & Food Boxes Flattened



Cardboard & Pizza Boxes Flattened



Magazines, Phone Books & Catalogs



Paperback Books

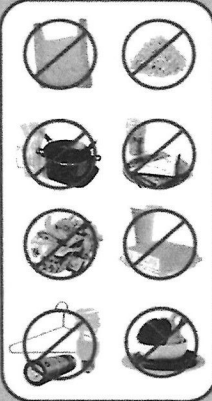


Metal Food Cans

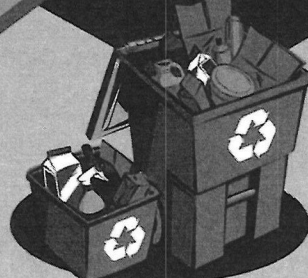


Junk Mail, Mixed Paper, Paper Bags & Newspaper

Items that ARE NOT accepted for recycling:



NO Plastic Bags
NO Shredded Paper
NO Pots & Pans
NO Glassware
NO Paper Plates or Cups
NO Napkins or Paper Towels
NO Plastic Cutlery
NO Food
NO Clamshells or Styrofoam
NO Batteries or Light Bulbs
NO Wire Hangers
NO Ceramics



- Empty and rinse all containers.
- Plastic caps and lids are recyclable.
- These guidelines apply to all recycling collection containers except bag customers in the downtown district.
- SAVE and POST this information.



iam eco
acc recycling division

For more information call
(706) 613-3512 or go to

www.athensclarkecounty.com/recycling

Printed on recycled content

Can't we recycle it?

NO

According to a 2004 study by the California IWMB,

of the 377,580 tons of PS produced in the state, only 0.8% is recycled.

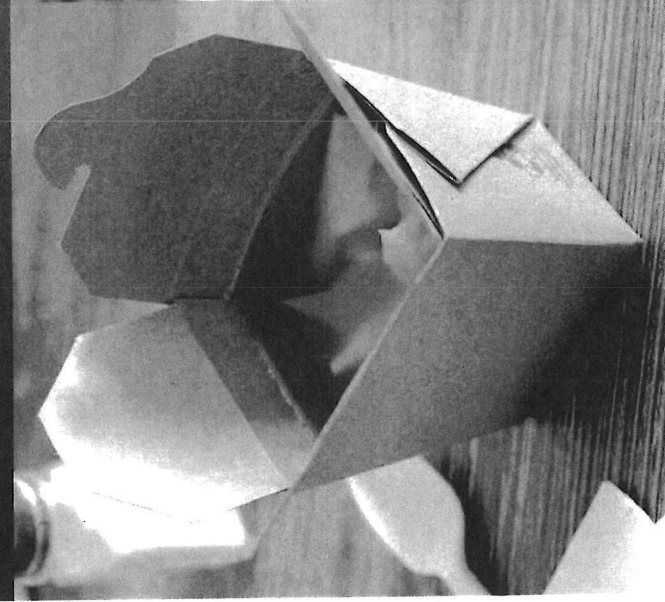
Of that, only 0.2% (310 tons) of polystyrene food service packaging is recycled

Recycling?

- The closest sites are located in Chino or South LA. These sites only take clean foam.
 - No site will pay you for your EPS.
- Foam must be washed clean in hot water to remove any residue.
- Recycling sites are frequently run by the manufactures.

BUT

- There is hope!



- To date more than 112 CA cities have banned PS.
- Many other cities in FL, HI, IL, MA, ME, MD, MN, PA, NJ, NY, OR, TX, WA and DC.
- Starts have been made in Haiti, India, France and Guyana.

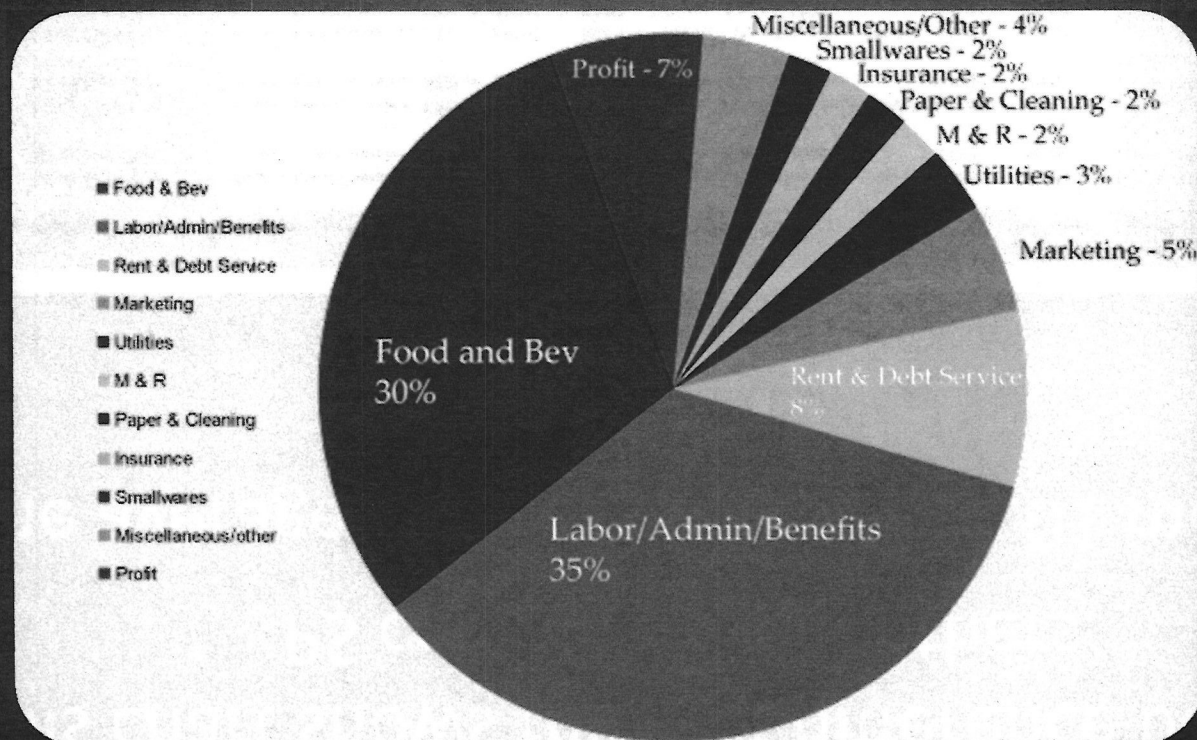
- One year after implementation of the San Francisco ordinance to ban EPS foodware, San Francisco's litter audit showed a 36% decrease in EPS litter.
- SF has had over 3,000 businesses come into compliance with the ban, and none have filed any notices of financial hardship which is an option under the city's ordinance

- This chart shows the cost difference between PS containers and others.
- The average business will pay \$0.01 more per item.

Product	Polystyrene Product	Unit Cost	Non-Foam Product	Unit Cost	Cost Difference
10 oz Cold Cup	Foam - Dart Container 1000 ct \$20.20	\$0.02	Plastic - Dart Container 2500 ct \$60.96	\$0.02	\$0.00
10 oz Hot Cup	Foam - Dart Container 1000 ct \$20.20	\$0.02	Paper - Choice 1000 ct \$36.53	\$0.04	\$0.02
12 oz Cold Cup	Foam - Dart Container 1000 ct \$22.09	\$0.02	Plastic - Dart Container 1000 ct \$24.90	\$0.02	\$0.00
12 oz Hot Cup	Foam - Dart Container 1000 ct \$22.09	\$0.02	Paper - Choice 1000 ct \$40.39	\$0.04	\$0.02
16 oz Cold Cup	Foam - Dart Container 1000 ct \$31.91	\$0.03	Plastic - Dart Container 1000 ct \$35.37	\$0.03	\$0.00
16 oz Hot Cup	Foam - Dart Container 1000 ct \$31.91	\$0.03	Paper - Choice 1000 ct \$44.03	\$0.04	\$0.01
12 oz Bowl	Foam - Dart Container 500 ct \$17.63	\$0.03	Plastic - Genpak 1000ct \$48.99	\$0.05	\$0.02
16 oz Bowl	Foam - Dart Container 500 ct \$19.65	\$0.04	Plastic - Genpak 1000ct \$63.99	\$0.06	\$0.02
6" Plate	Foam - Dart Container 1000 ct \$13.08	\$0.01	Paper - AJM Packaging 1000 ct \$7.53	\$0.007	\$0.00
9" Plate	Foam - Dart Container 500 ct \$19.37	\$0.04	Paper - AJM Packaging 1000 ct \$11.49	\$0.01	(\$0.03)
6" Hinge Container	Foam - Dart Container 500 ct \$17.13	\$0.03	Plastic - Dart 500ct \$28.18	\$0.06	\$0.03
9" Hinge Container	Foam - Dart Container 200 ct \$12.64	\$0.06	Plastic - Duralock 250ct \$25.94	\$0.10	\$0.04
Average Cost Difference					\$0.01

All prices from The WEBstaurant Store, July 2012.
Lower prices (up to 25% less) may be obtainable through cooperative purchasing.

- In this chart food containers is represented by the 'smallwares'.
- Food containers account for 2% of a restaurants costs



Take a hypothetical “Mom and Pop” restaurant. Let’s consider whether that restaurant would be by the ordinance. Assumptions:

To overstate the impact, assume that the additional cost per take-out container is 3 cents.

*A 2012 Clean Water Action study determined the average cost difference is 1 cent.**
Number of breakfast customers: 100

Number who request a take-out container: $50 \times \$0.03 = \$1.50/\text{day}$

Number of lunch customers: 100

Number who request a take-out container: $50 \times \$0.03 = \$1.50/\text{day}$

Number of dinner customers: 100

Number who request a take-out container: $50 \times \$0.03 = \$1.50/\text{day}$

Does not sound too “devastating”

Assume open 6 days/week = 312 days/year $312 \text{ days} \times \$4.50/\text{day} = \$1,404/\text{year}$.
Bottom line – the additional cost would be \$1,404/year.

If the cost difference is, as Clean Water Action attests, just 1 cent, then the additional cost is \$468/year.

But remember----

The ordinance will not place any Pasadena restaurant at a competitive disadvantage with another Pasadena restaurant, because they will **all operate under the same constraint:** no Styrofoam.

***From How-Why Pasadena Passed a Styrofoam Ordinance 7-2016.pdf**

- Every day you have a choice of what kind of planet you want to leave your kids.
- Purchase 'green items', bring your reusable bags, refuse disposable plastics, and pick up a piece of litter.



- I hope that you have been better educated about the issue. I think the choice is clear that we must ban Polystyrene in Duarte and all over the county.
- I would be happy to answer any questions, or provide any source materials.
- Please contact me at
Brian_Tindall@hotmail.com

News Articles

Pro Polystyrene Ban

[Select Page](#)

LA County Eyes Polystyrene Ban

Aug 2, 2017



On Tuesday, the Board of Supervisors agreed to explore a ban on polystyrene, the type of plastic found in many take-out food containers.

Supervisors Sheila Kuehl and Janice Hahn co-authored a motion to ask for a report back from LA County Public Works on the feasibility of banning or restricting the use of polystyrene food service ware throughout unincorporated areas of the County.

"Polystyrene poses serious environmental and health hazards that must be addressed. This motion reflects the County's growing willingness and leadership

to take action to protect the communities we serve,” said Gary Gero, the County’s Chief Sustainability Officer

Back in 2011, the LA County Department of Public Works released an extensive study on the possibility of a ban on expanded polystyrene food containers. Over one hundred municipalities in the state of California including Santa Monica, Culver City, Pasadena, and West Hollywood already had bans or restrictions of their own. And, in 2010, the County banned the use of expanded polystyrene food containers in all of their official operations.

Public Works issued a comprehensive Feasibility Report that, through research and engagement with local stakeholders, showed that many cost-effective alternatives existed and that a ban was possible. For various reasons, including a potential statewide bill, no action was taken following the report.

Ultimately, the statewide ban never advanced, and today, polystyrene continues to be a major source of pollution in the County. It is estimated that plastic products make up 60-80% of all debris that ends up in the ocean.

“The health of our water is a critical part of the County’s environmental sustainability, self-reliance, and economic strength,” Supervisor Kuehl said.

“Uncontrolled pollution like polystyrene has a severely negative impact on our rivers, streams, and on the Pacific Ocean.”

Polystyrene is also considered hazardous to public health. In 2016, styrene, a major component of polystyrene products, was added to the list of carcinogenic substances included as part of California’s Prop 65.

Styrene has been shown to cause adverse health reactions in humans in both the short and long term. According to the EPA, acute exposure can cause eye irritation and gastrointestinal discomfort. Prolonged exposure is associated with adverse effects on the central nervous system including headaches, fatigue, neuropathy, and even certain blood cancers.

“Polystyrene products are piling up in our landfills and polluting our beaches,” said Supervisor Janice Hahn. *“Better alternatives exist and cities across California, including Manhattan Beach and Hermosa Beach, have already adopted successful*

bans that have been embraced by the community and local businesses. We need to reexamine the impact polystyrene is having on our health and our environment and consider whether it is time to enact a ban in our unincorporated communities."

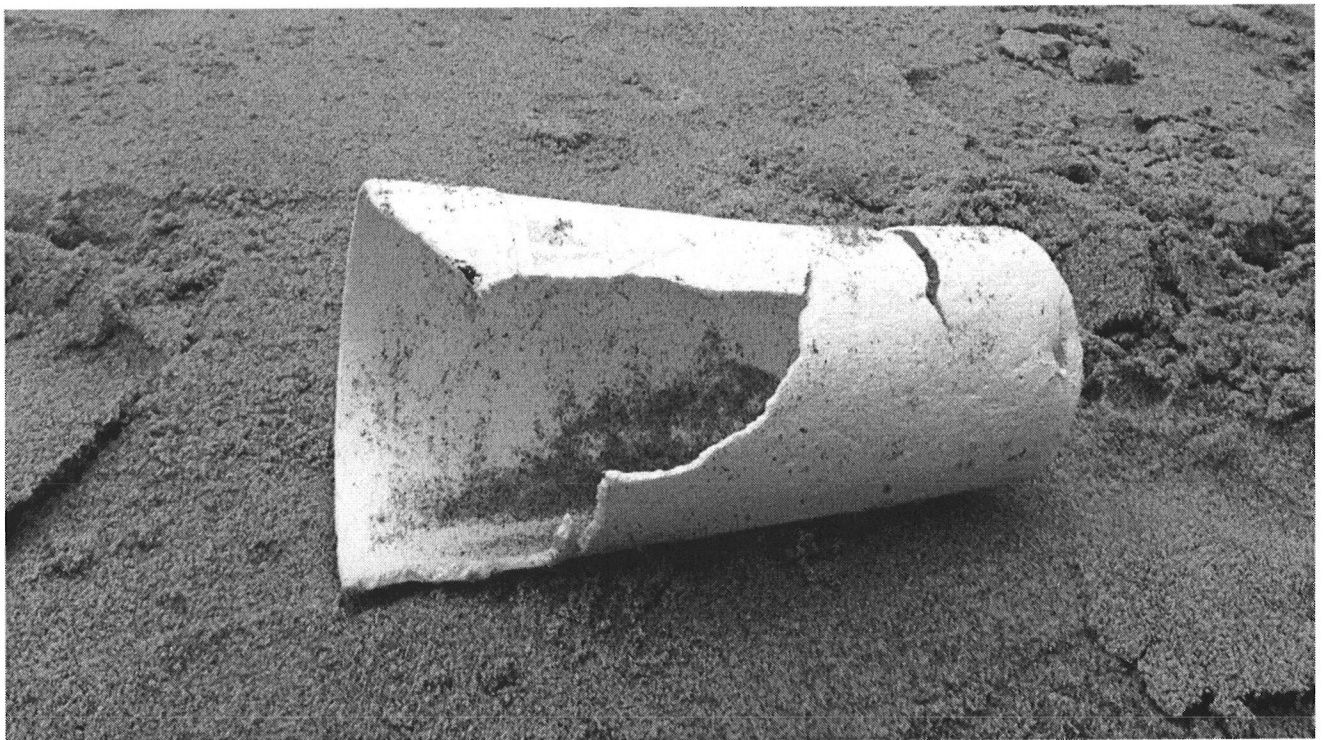
In the six years since the initial report was completed, technology has increased the number and lowered the cost of alternatives to polystyrene. The motion to ban or restrict its use in unincorporated areas would significantly reduce the volume of polystyrene used and would be in line with the County's robust goals supporting sustainability and improved public health.



Local polystyrene bans are good; a statewide California ban would be better

By THE TIMES EDITORIAL BOARD

DEC 15, 2016 | 5:00 AM



A discarded polystyrene cup near the shoreline at Santa Monica Beach on June 21, 2006. (Mel Melcon / Los Angeles Times)

Now that a statewide ban on single-use plastic bags is in place, polystyrene is the next front in the battle against ubiquitous and harmful plastic waste. Culver City entered the fight this week, joining about 100 cities and counties in California that have enacted some kind of limit on polystyrene use. The Culver City council voted to ban restaurants from using disposable polystyrene

takeout containers and retail stores from selling polystyrene foam coolers and other food-related products. Also, food service businesses will be required to ask patrons before handing out any kind of disposable cutlery.

Good for Culver City for trying to stop the flow of trash into the adjacent Ballona Creek and, ultimately, the Pacific Ocean. Polystyrene plastic is one of the most ubiquitous forms of plastic litter found in the oceans, according to environmentalists.

But what would be even better is a single, uniform ban across the state to replace the growing patchwork of slightly different bans from city to city. Sound familiar? That was the situation with single-use plastic bags when lawmakers decided in 2014 it would be better to adopt a statewide ban. The headache of complying with different rules in 151 different cities or counties is a big part of the reason the California Grocers Assn. signed on to support the statewide bag ban.

Polystyrene doesn't biodegrade the way organic material does, but turns into smaller and smaller bits that are gobbled up by sea birds and other creatures. As a result, the spigot was turned off on a big source of plastic waste. But the tap is still open for disposable polystyrene in its plastic foam form (which is often referred to incorrectly as Styrofoam, one polystyrene manufacturer's brand name) and as hard-plastic straws, sporks and beverage tops. And it is just about as bad for the environment as single-use plastic bags. Maybe worse, because polystyrene products don't get reused as, say, garbage or dog waste bags and are less likely to be recycled than plastic bags.

And there's so much of it. Americans toss an estimated 2.5 billion polystyrene foam cups every year. That's just cups! The typical takeout meal also comes with an assortment of clamshell containers, plates, straws and beverage container tops, all of which follow the cups into landfills or onto streets. Scientists estimate that some 5 trillion particles of plastic, weighing a total of about 250,000 tons, are floating around in the Earth's oceans. That's

unhealthy and unsightly. Polystyrene doesn't biodegrade the way organic material does, but turns into smaller and smaller bits that are gobbled up by sea birds and creatures, much to their detriment.

The main complaint about polystyrene bans is the cost — to businesses and to consumers. Though there are many alternatives to petroleum-based polystyrene, including paper and other types of plastic, these replacements can cost several times more per unit. Culver City estimates that its ban will cost each of its 337 food service businesses (including brick-and-mortar restaurants, farmers markets, catering firms and food trucks) \$3,000 to \$5,000 per year. At least some of the increased cost will likely be passed on to consumers.

But there are hidden costs to everyone embedded in every piece of thrown-away plastic product. In this case, they include the cost of cleaning up the litter on streets and waterways (polystyrene foam is lightweight and has a tendency to float) and the incalculable damage to the marine environment.

Also, the lack of a uniform statewide rule forces businesses to spend more time figuring out how to comply with a growing assortment of local polystyrene bans. On the one end are cities such as Los Angeles that ban the use of polystyrene only at city facilities. At the other there's San Francisco, which earlier this year adopted the nation's most extreme polystyrene ban, restricting the use of polystyrene packing materials and the sale of foam retail products (think cheap white foam beverage coolers). This checkerboard of requirements is going to create a nightmare, if it hasn't already, for businesses that operate in multiple cities.

A better way to go is to bring the entire state under the same rules. The state Legislature flirted with a statewide polystyrene ban in 2011. But that effort was shut down in the Assembly after it drew heavy resistance from restaurants and the plastics lobby.

Many things have changed in the intervening years, however. Dozens more cities and counties adopted their own bans, and new studies have shown the dangers to marine life posed by plastic trash in the ocean. It's the right time for state lawmakers to give a statewide ban on disposable polystyrene products another try.

News Articles

Anti-Polystyrene Ban

Blowback: Why polystyrene bans do more harm than good

By GARY TOEBBEN

JAN 06, 2017 | 10:25 AM



Eggs packed in polystyrene containers sit on a supermarket shelf. (Jeff Chiu / Associated Press)

What better place than California to become a zero-waste state? It is the nation's epicenter of innovation, where creative people think about economic and societal challenges and create unique solutions. As California sets about meeting its stated goal of 75% waste reduction by 2020, we must rise to the challenge by identifying substantive ways to get there and include a comprehensive education program.

Appealing as it might sound in a state that just voted to rid itself of those formerly ubiquitous plastic grocery bags, banning certain single-use food-service containers is not one of these substantive, innovative ways to meet California's ambitious goal. Some cities would rather use the same path they have trampled before rather than doing the necessary work that would garner real progress, and The Times editorial board, sadly, agrees with them.

But before other cities and even state lawmakers rush to follow The Times' advice, they should know that not all bans are worthwhile, and many do not result in less waste.

We at the Los Angeles Area Chamber of Commerce supported the plastic bag ban. There are reusable options that are accessible and viable and many in the business community supported the ban because it made sense for both industry and environmental groups. However, that is not the case for bans on single-use food-service products.

Single-use polystyrene (hard plastic) or expanded polystyrene (mistakenly referred to as Styrofoam) are used for drinks, take-out food, roasted chicken, straws and much more. Contrary to widespread belief, popular replacements often have a bigger environmental impact than the foam we already use, resulting in more air and water pollution during their life cycle, more waste by weight and volume and even more energy use. Plus, many of the alternatives are less likely to be recycled than foam. Some municipalities have also gone further and required compostable containers, products that not only cost more than what they're supposed to replace but also cannot be recycled by many of the jurisdictions mandating them.

The result is higher costs without any reduction in waste. My organization has not seen a study or assessment as to whether banning single-use food-service products actually results in a measurable difference in waste. I do know that in 2008, San Francisco found that after it banned single-use food-service

containers, non-foam cup litter jumped significantly. (Go to Page 34 of [this report](#).) Shouldn't this be a critical first step to ascertain the impact of a ban on such products?

Municipalities would be well served to look at the State Water Resources Control Board's final trash report from April 2015. The board reviewed the best recommendations to limit trash in the waterways and encouraged municipalities to enact policies that would achieve statewide goals. It found that bans on single-use products "would not reduce trash." Specifically, the board's [report](#) states on Page 96:

"Contrary to ordinances or laws that prohibit distribution of plastic carry-out bags, which are typically accompanied with requirements and/or incentives to utilize reusable bags to avoid a product-substitution effect, other types of product bans enacted by an ordinance, such as take-out items, may involve a substitution of the banned item. Mere substitution would not result in reduced trash generation if such product substitution would be discarded in the same manner as the banned item. Any such product ban enacted by an ordinance that would not reduce trash would not assist in achieving compliance." Instead of bans, we should consider new solutions. We know there are innovators here in our backyard that are making a difference. Titus MRF Services in South Los Angeles, to cite just one example, has been partnering with primary material recovery facilities, or MRFs, to further recycle "trash" before it goes to landfill and has found domestic markets for the products. The refuse that gets recycled includes aluminum cans, polystyrene and expanded polystyrene.

Let's stop fooling ourselves about the efficacy of bans and actually roll up our sleeves and do the hard work. Comprehensive and innovative recycling and education programs may not make for a pithy headline, but they are the right approach for us to achieve a zero-waste society.

Gary Toebben is president and chief executive of the Los Angeles Area Chamber of Commerce.

This piece is part of Blowback, our online forum for rebuttals to The Times. If you would like to write a full-length response to a recent Times article, editorial or Op-Ed and would like to participate in Blowback, here are our FAQs and submission policy.

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OPINION

OPINION L.A.

Take it from a trash researcher: Banning polystyrene food containers won't do any good



By STEVEN STEIN

JUN 28, 2017 | 10:45 AM



Earlier this month, the California Legislature rejected a ban on plastic foam takeout containers. (Jeff Chiu / Associated Press)



The Times' June 6 editorial, "California's failure to ban polystyrene means cities like Los Angeles need to step up," encourages city governments to pursue a misguided ban on one type of food-service container that already failed in the state Legislature. Concerned about litter accumulating in our oceans, beaches, roadsides and storm drains, The Times urges cities to ban take-out packaging made of polystyrene foam (commonly and erroneously referred to as the brand name Styrofoam).

But the facts tell us that banning only one material will not reduce the amount of overall litter in our waterways or bring us closer to a zero-waste goal. Food-service containers made of polystyrene are a minor component of litter and, because there is no reusable alternative, a ban simply will substitute other materials that also will end up in our waterways.



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I am an environmental scientist who researches litter. My firm has studied litter composition

in California and throughout the U.S.

The data I have reviewed from L.A. County and nationwide consistently show that litter on our streets and trash in our waterways comprise a broad range of items representing what people typically use in their daily lives. All types of materials are occasionally discarded improperly without regard to the impacts. I spent two days surveying litter in the Los Angeles River earlier this year, and I found that the trash there was a snapshot of what's typically discarded throughout the county.

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Los Ángeles, explora los detalles del Mazda3 del 2017.

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Based on my analysis, I can make two important points relevant to this debate.

First, out of the food-packaging material observed in the L.A. River, more than half consisted of food-service products made of non-polystyrene material that would remain unaffected by a ban. This was true by count, weight and volume.

Second, more than half of the polystyrene items observed from the river were not food-service products, but rather foam transport packing materials used to protect shipments from breakage. The proposed ban would not have a meaningful effect on these materials because a significant portion is sent here from outside California.

These findings are not unique. Through the years, studies by my research organization have

consistently shown polystyrene food-service products to be such a small portion of litter that banning them would not meaningfully reduce trash volume. Recent work by my firm confirms that finding, including statewide surveys in Rhode Island and Texas as well as a regional survey of the Anacostia Watershed in the Washington, D.C., area.

While these facts may seem inconvenient to those who view bans on foam food-service containers as an effective litter reduction strategy, they do have real world consequences. Banning polystyrene will not reduce the amount of trash in waterways, so it will not help communities achieve compliance with stormwater permits, which are required to substantially reduce trash in waterways. That is why the California State Water Resources Control Board stated in 2015 (on page 96) that a ban of foam takeout items would result only in the substitution of other products that would be discarded in the same manner.

There are more practical approaches to reducing litter in our waterways. Rather than chase the false promises of a product ban, cities should consider taking actionable steps that are supported by the data.

For one, cities should implement targeted enforcement of existing litter ordinances by determining where larger amounts of trash collect and then observing and tracing their sources. For example, is litter in a given area caused by pedestrians, improperly covered trash and construction vehicles, construction sites, homeless camps or perhaps a combination of sources? It is important to learn the how and the why, not just what is in litter.

Additionally, cities should implement focused education programs for addressing litter, particularly in known high-litter locations. For example, developing partnership programs with entities such as the Los Angeles County Metropolitan Transportation Authority will help prevent littering at Metro stops.

Education and enforcement are tools that will help reduce all types of litter. Keeping trash off our streets and beaches and out of our waterways is an important community objective. But to be successful, we must pursue comprehensive methods rather than a simplistic ban on a single material that is unlikely to effectively reduce the overall amount of litter.

Steven Stein is principal of the Washington-based Environmental Resources Group.

This piece is part of Blowback, our online forum for rebuttals to The Times. If

Merchants urge no Styrofoam ban



Students in San Marcos carry their lunches on styrofoam trays in 2013. (File photo by Don Boomer)

By **Barbara Henry**

SEPTEMBER 29, 2015, 10:05 AM | ENCINITAS

People who own restaurants that specialize in takeout meals told city officials this week that a proposal to ban disposable Styrofoam food containers could put them out of business.

Replacement products, such as wax-paper containers are very costly, don't work as well, and aren't recyclable, they said during a Monday night community meeting the city held to hear feedback on the plan.

"We need these things," Steve Amster of Garden State Bagels said as he held up a Styrofoam coffee cup and stressed that it could potentially be recyclable if people would wash it out after use.

Ocean protection advocates, including a representative for the Surfrider Foundation, countered that the use of polystyrene, an air-filled plastic product commonly called Styrofoam, has massive environmental consequences.

Plastic-based products make up the vast majority of waste found on beaches and in the ocean, they said. Styrofoam is hazardous to wildlife, doesn't decompose and is made from petroleum, a rapidly diminishing, nonrenewable natural resource, they added.

"There are good reasons to phase out polystyrene use," Encinitas resident Christine Wagner said as she

There are good reasons to phase out polystyrene use, Encinitas resident Christine Wagner said as she displayed a blue sand pail filled with plastic items she had recently collected at the beach.

Some two dozen people attended the city's Monday night community meeting. City employees took notes on their comments and plan to incorporate them into a report to the city's Environmental Commission. The commission plans to discuss the proposed ban at its 5:30 p.m. meeting Oct. 8th at City Hall, 505 S. Vulcan Ave.

The City Council is scheduled to have its first reading of the proposed ordinance at its Oct. 14th meeting, and if approved the ban could go into effect in early 2016, city officials have said. Encinitas and Solana Beach are both vying to be San Diego County's first city to ban polystyrene takeout food and beverage containers. Some 70 California cities have already enacted bans.

Encinitas' proposed ban would apply to containers used by restaurants, delis, coffee shops, farmers' markets and supermarkets for drinks and food that are prepared on-site. Several restaurant owners told city officials Monday that the ban will hit hardest on the small, low-cost takeout restaurants --- places that sell tacos and rice dishes --- and they can least afford it.

These restaurants also will hear intense complaints from customers, Surf Brothers Teriyaki co-owner Amir Karkouti said. Surf Brothers tried recently shifting to paper products after receiving many email requests from people who wanted the Styrofoam clamshell-style containers eliminated.

But they shifted back because customers hated the new paper replacement products, and a group of police officers said they would take their business elsewhere if the restaurant didn't shift back to Styrofoam, he said.

"The paper was so hot it was burning their pants," when the deputies tried to eat their meals in their vehicles, Karkouti said.

Surfrider Foundation representative Roger Kube told him that his organization could offer advice on some better containers and could provide marketing assistance. Surfrider Foundation publicizes restaurants that use "responsible packaging," he said.

"Perhaps, you haven't found the right option, but there are alternative options," Kube said.

Several restaurant owners responded that his options will be far more costly than Styrofoam products, and started offering price comparisons. They said Styrofoam products cost just a few pennies each, while

other options can be upward of four times as much. That price difference quickly adds up when most of a restaurant's business is takeout, they added.



Litter & Waste Reduction WHAT SOLUTIONS DO WORK?

Recycling Programs

Over 70%

Over 70% of LA County residents have access to residential recycling of foam foodservice containers.

More than
65

More than 65 residential curbside recycling programs in California accept post-consumer foam foodservice containers. These communities include Los Angeles, Poway, Rancho Cucamonga, Rialto, Riverside, Tracy, and many others. (www.dartcontainer.com/environment/california-recycles)

Recycled foam foodservice products can be reprocessed into, crown molding, tape dispensers, premium picture frames, and many other items we use every day.

Dart has also partnered with municipalities to create a Municipal Foam Drop-off Recycling Program that helps cities across the state recycle foam food containers and reduce waste at no cost. For details go to www.CaliHome4Foam.com

Changing Behavior

Make proper disposal more convenient and accessible with sufficient and improved trash and recycling receptacles.

Littered environments attract more litter, so cities should engage in consistent and on-going clean-up efforts.

Use public awareness campaigns that highlight social disapproval for littering and a preference for clean, litter-free communities.

Littering is primarily the result of individual behaviors. The key to reduce litter is to change consumer behavior — not product bans.

The Safety of Polystyrene Foodservice

Health Experts' and Agencies' Views

U.S. National Toxicology Program (NTP)

Dr. Linda Birnbaum, Ph.D., Director, U.S. National Toxicology Program was quoted widely in [Associated Press](#) reports in June 2011: "Let me put your mind at ease right away about polystyrene foam*" ... [the levels of styrene from polystyrene containers] "are hundreds if not thousands of times lower than have occurred in the occupational setting...In finished products, certainly styrene is not an issue." *Source: news reports of Associated Press story, June 2011*

John Bucher, associate director of the National Toxicology Program, was quoted in [Associated Press](#) reports in August 2011: "The risks, in my estimation, from polystyrene are not very great," he said. "It's not worth being concerned about."

Source: news reports of Associated Press story, August 2011

U.S. National Institutes of Environmental Health Sciences (NIEHS)

[NIEHS](#) in June 2011 noted: "Styrene should not be confused with polystyrene (foam)*. Although styrene, a liquid, is used to make polystyrene, which is a solid plastic, we do not believe that people are at risk from using polystyrene products."

Source: NIEHS web site

Otis Brawley, Chief Medical Officer, American Cancer Society

[Bloomberg News](#) in June 2011 reported that Brawley said, "Consumers don't need to worry about polystyrene cups and food containers..." Quote: "I see no problems with polystyrene foam* cups."

Source: Bloomberg News, June 2011

Food & Drug Administration

Based on scientific tests over five decades, FDA has determined that polystyrene is safe for use in foodservice products. Polystyrene meets the FDA's stringent standards for use in packaging both to store and to serve food.

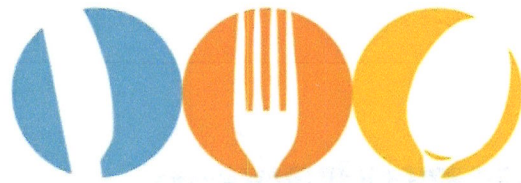
Harvard Center for Risk Analysis

A twelve-member panel of international experts selected by the [Harvard Center for Risk Analysis](#) reported in 2002 that the very low levels of styrene present in foods – whether naturally occurring or from polystyrene foodservice products – does not represent a concern to human health.

[For more information on polystyrene foodservice:](#) www.plasticfoodservicefacts.com

[For more information on styrene:](#) youknowstyrene.org

* Original quotes used the term "Styrofoam". STYROFOAM™ is a registered trademark of The Dow Chemical Company that represents its branded building material products, including rigid foam and structural insulated sheathing, and more. The brand name often is misused as a generic term for foam foodservice products.

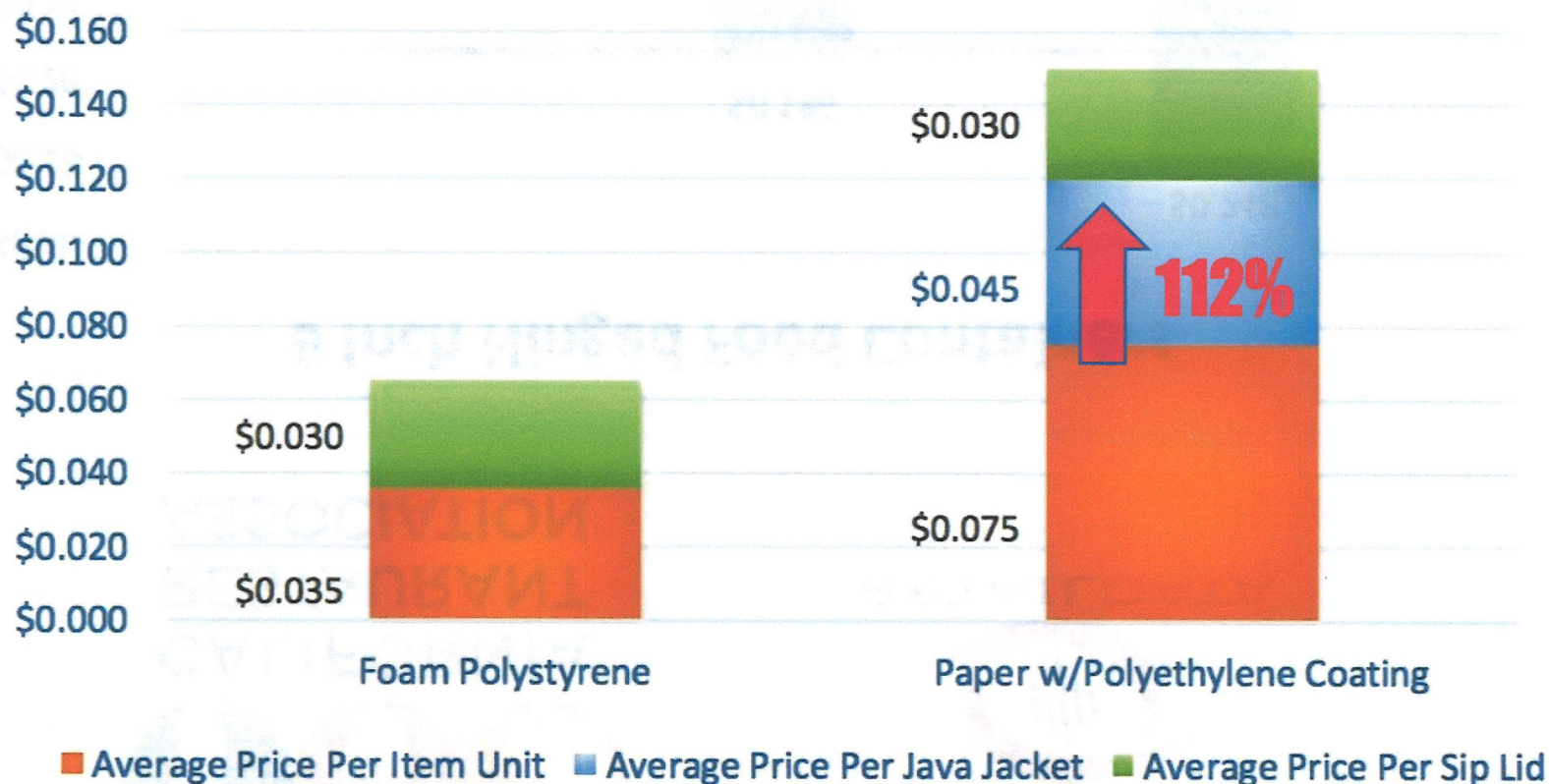


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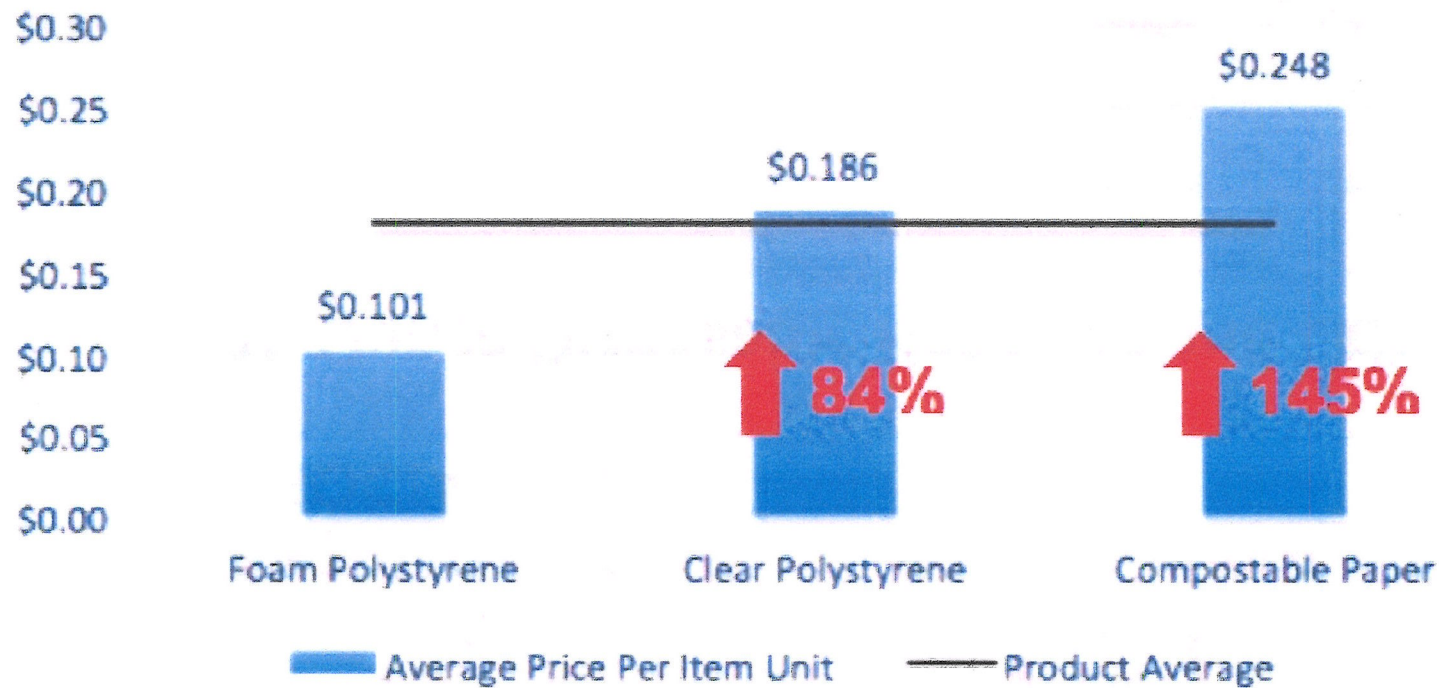


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State Water Resources Control Board

“Other types of product bans enacted by ordinance, such as take-out items, are more likely to involve a substitution of the banned item. Mere substitution would not result in reduce trash generation as such product substitution would be discarded in the same manner as the banned item. Any such product ban enacted by ordinance would not reduce trash and would not be an allowable Track 2 compliance method.”

MEMORANDUM

TO: Mayor and Councilmembers

FROM: Darrell J. George, City Manager

DATE: April 19, 2018

SUBJECT: Conference Attendance – City Council Meeting of April 24, 2018

SCAG Regional Conference & General Assembly
May 3-4, 2018
Renaissance Hotel
44-400 Indian Wells Lane
Indian Wells, CA 92210

Registration: Free
Hotel: Range \$159 - \$250



EARLY BIRD REGISTRATION DEADLINE EXTENDED



SCAG's 53rd Annual Regional Conference and General Assembly is just around the corner on May 3 and 4. If you missed Friday's deadline for early bird registration, you're in luck. **We have extended the special \$250 early bird rate to April 18!** (The event is free for elected officials and city managers in the region.)

This year's event theme is "[Southern California at a Crossroads](#)," and this year's devastating Thomas Fire has prompted us to include a panel discussion on Risk, Resilience, and Avoiding Economic Disaster. The Thomas Fire is the largest wildfire on record in California, destroyed more than 1,000 structures and cost over \$175 million to fight. The cost to the economy is estimated at \$180 billion, and it will take several years to recover. Our panel of experts will talk about the many risks to the region's infrastructure and economy, including earthquakes, what cities and utilities are doing about it and how we can prevent future natural disasters from becoming major catastrophes.

Speakers include:

- Rong-Gong Lin (Moderator), *Reporter, Los Angeles Times*
- Dr. Lucy Jones, *Founder, Dr. Lucy Jones Center for Science and Society*
- Jill Tracy, *Director of Emergency Services, Southern California Gas Company*
- Jeff Lambert, *Community Development Director, City of Ventura*

For more information about the conference and to register, please visit: www.scag.ca.gov/ga2018.

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FILE NO. Public Hearing-PSA-MJW

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**STATE OF CALIFORNIA
County of Los Angeles**

I am a citizen of the United States, and a resident of the county aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of PASADENA STAR-NEWS, a newspaper of general circulation which has been adjudicated as a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, on the date of June 22, 1927, Case Number 225647. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

04/10/2018, 04/17/2018

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

Executed at West Covina, LA Co. California

On this 17th day of April, 2018.



Signature

(Space below for use of County Clerk Only)

Legal No.

0011103544

NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUARTE TO CONSIDER A PROPOSED AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS BETWEEN THE CITY OF DUARTE AND MJW INVESTMENTS, LLC, FOR THE SALE OF CERTAIN PROPERTY LOCATED AT 946, 952, AND 962 HUNTINGTON DRIVE (ASSESSOR'S PARCEL NUMBERS 8530-013-902, 903, and 904)

NOTICE IS HEREBY GIVEN THAT, IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 52201(a), a public hearing will be held before the City Council of the City of Duarte ("City Council") on Tuesday, April 24, 2018, at 7:00 p.m. or as soon thereafter as the matter may be heard, in the Council Chambers of Duarte City Hall, 1600 Huntington Drive, Duarte, California, to consider a proposed Agreement for Purchase and Sale and Escrow Instructions ("PSA") between the City of Duarte and MJW Investments, LLC ("MJW"), for the sale of certain property located at 946, 952, and 962 Huntington Drive (Assessor's Parcel Numbers 8530-013-902, 903, and 904) (the "Property"). The sale of the Property to MJW pursuant to the PSA will implement the City's Long Range Property Management Plan, which was previously approved by the Oversight Board of the Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte and by the California Department of Finance.

A copy of the proposed PSA and summary report (Report) required by Government Code Section 52201 may be reviewed at Duarte City Hall located at 1600 Huntington Drive, Duarte, California, between the hours of 7:30 am to 5:30 pm, Monday through Thursday. Any person may submit written comments on these matters to the City prior to the hearing and/or may appear and be heard in support of or in opposition to the proposed PSA and Report at the time of the hearing.

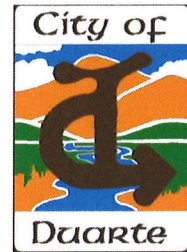
All interested persons are invited to appear and present evidence and testimony concerning any or all of the matters described in this Notice. You may wish to make your comments in writing and submit them to the City Clerk for inclusion into the public record. If you challenge the decision of this case in court, you may be limited to raising only those issues that you or someone else raised at the public hearing, or in written correspondence delivered to the City at, or prior to, the public hearing. Furthermore, you must exhaust any administrative remedies prior to commencing a court challenge to City action.

In the City's efforts to comply with the requirements of Title II of the Americans with Disabilities Act of 1990, the City Clerk requires that person in need of special equipment, assistance, or accommodation(s) to communicate at the hearing, inform the City Clerk a minimum of 72 hours prior to the scheduled hearing.

If you have any questions, you may contact Craig Hensley, Community Development Director, at (626) 357-7931 during regular business hours.

Marla Akana, City Clerk

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Ad#1103544**



MEMORANDUM

TO: Mayor and City Council
FROM: Craig Hensley, Community Development Director 
DATE: April 24, 2018
SUBJECT: Approval of Purchase and Sale Agreement – City of Duarte and MJW Investments for Properties at 946, 952 & 962 Huntington Drive

For the past several years, the City has desired to sell the properties at 946, 952 & 962 Huntington Drive for development. These properties were purchased by the former Redevelopment Agency, and the intent was to assemble them with the property at 956 Huntington Drive that is owned by the Smith Family Trust.

In 2015, after the dissolution of the Redevelopment Agency, the Successor Agency (City Council) and the Oversight Board approved the Successor Agency's transfer of the property to the City so that the City could subsequently sell the property to a private developer for the appraised value of \$767,000, all in accordance with the approved Long Range Property Management Plan.

MJW Investments, LLC is in escrow to acquire the property at 956 Huntington Drive, and should be closing on that property in the next few days. By assembling the City pieces with the 956 property, there will be a total of approximately 55,000 square feet of developable property.

MJW Investments intends to process a future development project on the property.

Under consideration this evening is a purchase and sale agreement (PSA) with MJW that will provide for the sale of the property on the previously approved sale terms. A copy of the PSA is attached, along with a summary report that has been prepared pursuant to the Long Range Property Management Plan and the Oversight Board's prior approval.

MJW Investments has a good track record with the City. In partnership with Richman Group, they processed the 161-unit mixed use project at 1415-1437 Huntington Drive. That project will be in plan check soon, and is scheduled to begin construction this Summer. The project has outstanding quality, and the development team has been cooperative. There is every reason to believe that the ultimate development of this property will be the same.

Staff recommends that City Council adopt Resolution 18-R-09 approving the Purchase and Sale Agreement with MJW Investments.

Attachments: Resolution 18-R-09
Purchase and Sale Agreement – City – MJW Investment
Summary Report

RESOLUTION NO. 18-09**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF DUARTE AND MJW INVESTMENTS, LLC, FOR THE CITY'S SALE OF CERTAIN PROPERTY LOCATED AT 946, 952, AND 962 HUNTINGTON DRIVE (ASSESSOR'S PARCEL NUMBERS 8530-013-902, 8530-013-903 AND 8530-013-904)**

WHEREAS, the City of Duarte is a municipal corporation and general law city organized and existing under the laws of the State of California (the "City"); and

WHEREAS, pursuant to the redevelopment dissolution law, the Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte ("Successor Agency") prepared a Long-Range Property Management Plan ("LRPMP") to address the disposition of all Successor Agency-owned properties; and

WHEREAS, the LRPMP was approved by the Successor Agency on August 27, 2013, by the Oversight Board on June 2, 2014, and by the Department of Finance on June 20, 2014; and

WHEREAS, one of the Successor Agency-owned properties identified in the LRPMP consists of three parcels located at 946, 952, and 962 Huntington Drive and designated as Assessor's Parcel Number 8530-013-902, 8530-013-903 and 8530-013-904 (the "Property."); and

WHEREAS, the LRPMP indicated that the first choice for disposition of the Property was the sale of the Property, with a contingency that it be developed along with the adjacent property located at 956 Huntington Drive ("Adjacent Property"); and

WHEREAS, the Oversight Board of the Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte ("Oversight Board") previously approved the transfer of the Property from the Successor Agency to the City for the City's sale of the Property to a private developer for its appraised fair market value of \$767,000, pursuant to Resolution No. OB-15-08, which was approved on November 2, 2015 (the "OB Resolution"); and

WHEREAS, MJW Investments, LLC ("Developer") is under contract to buy the Adjacent Property; and

WHEREAS, the City has negotiated a purchase and sale agreement with the Developer for the sale of the Property (the "Agreement"), with closing under the Agreement conditioned on the Developer's acquisition of the Adjacent Property; and

WHEREAS, the sale of the Property to the Developer pursuant to the terms of the Agreement would implement the terms of the LRPMP and the OB Resolution; and

WHEREAS, pursuant to the LRPMP and OB Resolution, upon the close of escrow under the Agreement, the City would forward the net sales proceeds for distribution to the affected taxing entities in proportion to their respective shares of taxes derived from the Property; and

WHEREAS, the close of escrow under the Agreement is conditioned on Developer processing through City and obtaining City approval of all entitlements and City approvals for a private development project on the Property and Adjacent Property (a "Project"), including completion of environmental review for any such Project under the California Environmental Quality Act ("CEQA"); and

WHEREAS, as of the date of this Resolution, no completed application is on file with the City for a Project; and

WHEREAS, pursuant to Government Code section 52201, City staff have prepared a summary report regarding the proposed Agreement, and a noticed public hearing has been conducted; and

WHEREAS, the City Council has considered all of the information and evidence set forth in the report presented by City staff, and presented by persons wishing to appear and be heard concerning the impact of the Agreement on the City; and

NOW, THEREFORE, the City Council of the City of Duarte hereby RESOLVES, DECLARES and ORDERS, as follows:

SECTION 1. The statements, findings, and determinations set forth above and in the preambles of the documents approved by this resolution are true and correct.

SECTION 2. The City Council approves the transfer of the Property by the Successor Agency to the City and authorizes the City to accept the Property.

SECTION 3. The Agreement, in the form attached hereto as Exhibit A, is hereby approved.

SECTION 4. The City Manager ("Authorized Officer") is hereby authorized and directed, on behalf of the City, to (i) execute and deliver the Agreement substantially in the approved form, with such changes as the Authorized Officer executing such document may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof, and (ii) forward the net proceeds of the sale of the Property for distribution to the affected taxing entities.

SECTION 5. This Resolution shall take effect from and after its adoption.

PASSED, APPROVED and ADOPTED this 24th day of April, 2018.

Mayor, John Fasana

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF DUARTE)

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 18-09 was adopted by the City Council of the City of Duarte at a regular meeting of said Council held on the 24th day of April, 2018, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California

**AGREEMENT FOR PURCHASE AND SALE
AND ESCROW INSTRUCTIONS**

This AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS ("**Agreement**") is made and entered into as of April __, 2018 ("**Effective Date**"), by and between CITY OF DUARTE, a California municipal corporation ("**City**"), and MJW INVESTMENTS, LLC, a California limited liability company ("**Buyer**").

R E C I T A L S:

A. City is the owner of certain real property located at 946, 952, and 962 Huntington Drive, in the City of Duarte, County of Los Angeles, State of California (the "**Property**"). The Property is legally described in Exhibit "A", which is attached hereto and incorporated herein by this reference.

B. The Property was initially acquired by the former Redevelopment Agency of the City of Duarte (the "**RDA**"). Pursuant to the redevelopment dissolution law, the Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte (the "**Successor Agency**") prepared a Long Range Property Management Plan (the "**LRPMP**") to address the disposition of all RDA-owned properties, including the Property.

C. The LRPMP was approved by the Successor Agency on August 27, 2013, by the Oversight Board of the Successor Agency (the "**Oversight Board**") on June 2, 2014, and by the California Department of Finance (the "**DOF**") on June 20, 2014.

D. Pursuant to the LRPMP, the Property is to be transferred to City and disposed of to a qualified real estate developer with the experience and financial capability to timely acquire and develop the property, pursuant to an approved agreement, for not less than either the fair market value or the fair reuse value, and with the additional contingency that the Property must be developed along with the real property located at 956 Huntington Drive (the "**Adjacent Property**").

E. Pursuant to Resolution No. OB-15-08, adopted by the Oversight Board on November 2, 2015 (the "**15-08 OB Resolution**"), the Oversight Board approved the transfer of the Property from the Successor Agency to City, and the subsequent sale of the Property from City to a private developer, for the Property's full appraised fair market value of Seven Hundred Sixty-Seven Thousand Dollars (\$767,000). After its approval, the 15-08 OB Resolution was transmitted to the DOF, and on November 13, 2015, the DOF advised City staff that the DOF would not be reviewing the 15-08 OB Resolution, and that City should dispose of the Property in accordance with the approved LRPMP.

F. The Successor Agency has transferred the Property to City, and City has reached agreement for the sale of the Property to Buyer, on the terms set forth in the 15-08 OB Resolution. Buyer has also entered into a purchase and sale agreement with the owner of the Adjacent Property to acquire the Adjacent Property (the "**Adjacent Property P&S Agreement**"), which acquisition would further the goals of the LRPMP, the RDA's

approved redevelopment plan, and the five-year implementation plan of bringing the Property and Adjacent Property under common ownership.

G. On April 24, 2018, the City Council of City held a duly noticed public hearing, and by adoption of Resolution No. _____, approved this Agreement.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and the mutual covenants herein contained, the parties hereto agree as follows:

1. PURCHASE PRICE.

1.1 Amount. Subject to the terms of this Agreement, Buyer hereby agrees to purchase the Property from City and City agrees to sell the Property to Buyer, for the purchase price of Seven Hundred Sixty-Seven Thousand Dollars (\$767,000) (the "**Purchase Price**").

1.2 Payment of Purchase Price. The Purchase Price shall be paid in accordance with the following:

1.2.1 Within five (5) days after an "Opening of Escrow," Buyer shall deposit with "Escrow Holder" (as those terms are defined in Section 3.1) in "Good Funds" (as used in this Agreement, the term "**Good Funds**" shall mean a confirmed wire transfer of immediately available funds, cashier's or certified check drawn on or issued by the office of a financial institution located in Los Angeles County, or cash) (i) the sum of One Hundred Dollars (\$100) (the "**Independent Contract Consideration**") as consideration for City's execution and delivery of this Agreement and Buyer's right to approve or disapprove any Buyer contingencies set forth in this Agreement with respect to the Property, and (ii) the sum of Ten Thousand Dollars (\$10,000) as an earnest money deposit (the "**Earnest Money Deposit**").

In the event the "Escrow" (as that term is defined in Section 3.1) closes, the Independent Contract Consideration and the Earnest Money Deposit shall each be applicable towards the Purchase Price.

1.2.2 On or before 10:00 a.m. on the "Closing Date" (as that term is defined in Section 4.1), Buyer shall deposit with Escrow Holder in Good Funds the Purchase Price, less the Independent Contract Consideration and Earnest Money Deposit, and such additional funds as may be required to meet Buyer's portion of the closing costs as hereinafter provided.

2. DUE DILIGENCE. As used herein, the term "**Due Diligence Period**" shall refer to the period of time commencing upon the Effective Date and expiring forty-five (45) days after the Effective Date. Unless Buyer terminates the Escrow and this Agreement prior to the expiration of the Due Diligence Period, then upon expiration of the Due Diligence Period, Escrow Holder shall release to City the Earnest Money Deposit; provided,

however, that in the event the Escrow is terminated and fails to close as a result of City's default of the terms hereof, City shall promptly return the Earnest Money Deposit to Escrow Holder, no later than five (5) business days after said termination, and Escrow Holder shall immediately release the Earnest Money Deposit to Buyer.

Buyer's obligation to consummate the transactions contemplated by this Agreement is subject to and conditioned upon Buyer's approval, deemed approval or waiver of the right to approve of the following contingencies set forth in this Section 2 (collectively, the "**Contingencies**"):

2.1 Title/Survey. Prior to the Effective Date, City has delivered to Buyer a preliminary title report prepared by Chicago Title Company (the "**Title Company**"), describing the state of title of the Property together with copies of all underlying documents (collectively the "**Preliminary Title Report**"). Buyer may, at its sole cost and expense, obtain a current survey of the Property or any portion thereof (the "**Survey**"), provided it commences to do so within five (5) days after the Effective Date.

2.1.1 Notwithstanding anything herein to the contrary, City shall be obligated to remove all monetary encumbrances against the Property excluding non-delinquent real property taxes and assessments. Buyer shall notify City in writing of any objections Buyer may have to title exceptions contained in the Preliminary Title Report or matters shown on the Survey (if Buyer obtains) no later than the date which is fifteen (15) days after the later of (i) the Effective Date, or (ii) Buyer's receipt of the Survey (if Buyer obtains) ("**Buyer's Objection Notice**"). Buyer's approval or disapproval of the matters set forth in the Preliminary Title Report and the Survey (if Buyer obtains) may be granted or withheld in Buyer's sole and absolute discretion. Buyer's failure to provide City with a Buyer's Objection Notice within said period shall constitute Buyer's approval of all exceptions to title shown on the Preliminary Title Report and all matters shown on the Survey (if Buyer obtains). City shall have a period of fifteen (15) days after receipt of Buyer's Objection Notice in which to deliver written notice to Buyer ("**City's Notice**") of City's election to either (i) agree to remove the objectionable items on the Preliminary Title Report and/or Survey (if Buyer obtains) prior to the "Close of Escrow" (as that term is defined in Section 4.1), or (ii) decline to remove any such title exceptions and/or Survey matters (if Buyer obtains) and terminate the Escrow and the obligations of Buyer and City to purchase and sell the Property under this Agreement, and upon such termination the Earnest Money Deposit shall be returned to Buyer. City's failure to provide Buyer with City's Notice within said period shall constitute City's election not to remove the objectionable items on the Preliminary Title Report and/or the Survey (if Buyer obtains). If City notifies Buyer of its election, or is deemed to have elected, to terminate rather than remove the objectionable items on the Preliminary Title Report and/or Survey (if Buyer obtains), Buyer shall have the right, by written notice delivered to City prior to the expiration of the Due Diligence Period, to agree to accept the Property subject to the objectionable items, in which event City's election to terminate shall be of no effect, and Buyer shall take title to the Property subject to such objectionable items without any adjustment to or credit against the Purchase Price.

2.1.2 Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, including any survey exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement. The process set forth above for Buyer's review and City's response shall apply to any review and response with respect to any amendment or supplement to the Preliminary Title Report, and the Close of Escrow shall be extended for such period as is necessary to allow for that review and response process to be completed.

2.2 Physical Inspection. Buyer shall have access to the Property, as described in this Section 2.2, in order to permit Buyer or its engineers, analysts, employees, agents, contractors, representatives, attorneys or advisors (collectively, the "**Buyer Representatives**") to investigate the Property.

2.2.1 During the Due Diligence Period, City shall permit Buyer and Buyer Representatives, at the sole cost and expense of Buyer, to conduct physical inspections of the Property, including the site work, soil, subsurface soils, drainage, seismic and other geological and topographical matters, location of asbestos, toxic substances, hazardous materials or wastes, if any, and any other investigations as Buyer deems prudent with respect to the physical condition of the Property in order to determine the Property's suitability for Buyer's intended development. In no event shall Buyer conduct any intrusive testing procedures on the Property without the prior written consent of City, which consent shall not be unreasonably withheld. City shall cooperate to assist Buyer in completing such inspections and special investigations at no cost or expense to City. Such inspections and investigations shall be conducted only upon no less than forty-eight (48) hours' notice to City and shall be conducted at such times and in such a manner as to minimize any disruption to the Property. City shall have the right, but not the obligation, to accompany Buyer during such investigations and/or inspections.

2.2.2 As a condition to any such entry, Buyer shall (i) conduct all work or studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property during or after such investigation; (ii) comply with all applicable laws and governmental regulations; (iii) keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this paragraph; (iv) maintain or assure maintenance of workers' compensation insurance (or state approved self-insurance) on all persons entering the property in the amounts required by the State of California; (v) provide to City prior to initial entry a certificate of insurance evidencing that Buyer and/or the persons entering the Property has procured and has in effect an all-risk public liability insurance policy meeting the following requirements: (1) the insurance shall be written on a per occurrence and not claims-made basis; (2) the amount of insurance shall be a combined single limit of not less than Two Million Dollars (\$2,000,000.00) with a deductible or self-insured retention amount of not more than One Hundred Thousand Dollars (\$100,000); (3) the policy shall name or be endorsed to City and City's officers, officials, members, employees, agents, representatives, and volunteers (collectively, "**City & City Personnel**") as additional insureds; (4) the insurance shall not contain any special limitations on the scope of protection afforded to City & City Personnel; (5) the policy shall not be canceled by the insurer or Buyer unless there is a minimum of thirty (30) days prior

written notice to City; (6) the insurer shall waive subrogation rights against the City & City Personnel; (7) the insurance shall be primary insurance and not contributory with any insurance any of City & City Personnel may have; and (8) the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability; and (vi) following Buyer's entry, repair any and all damage to the Property caused by such inspections or investigations in a timely manner.

2.2.3 Buyer shall promptly pay and discharge all demands for payment relating to Buyer's entry on and investigation of the Property and take all other steps to avoid the assertion of claims of lien against the Property. In the event a claim of lien is recorded by reason of Buyer's entry on the Property, Buyer, within twenty (20) days of such recordation, shall either (i) record or deliver a surety bond sufficient to release such claim or lien in accordance with applicable law; or (ii) provide City with such other assurance as City may require for the payment of the claim or lien. City may elect to record and post notices of non-responsibility from time to time on and about the Property.

2.2.4 Prior to expiration of the Due Diligence Period, Buyer shall notify City in writing of (i) Buyer's election to terminate the Escrow and this Agreement, if Buyer disapproves of the physical or environmental conditions of the Property and, as a result, does not wish to proceed with purchasing the Property ("**Buyer's Property Termination Notice**"), or (ii) any objections Buyer may have (the "**Disapproved Property Matters**") to any physical or environmental conditions of the Property ("**Buyer's Property Objection Notice**"). Buyer's approval or disapproval of the physical and environmental conditions of the Property may be granted or withheld in Buyer's sole and absolute discretion. In the event Buyer terminates this Agreement pursuant to this Section, Buyer and City shall be relieved of all further liability under this Agreement, except for Buyer's indemnification obligations set forth in this Agreement and any other obligations that expressly survive termination of this Agreement, and except that City shall be entitled to the Independent Contract Consideration (but not the Earnest Money Deposit, which shall be returned to Buyer). If Buyer provides to City Buyer's Property Objection Notice, City shall have a period of fifteen (15) days after receipt of Buyer's Property Objection Notice in which to deliver written notice to Buyer ("**City's Response**") of City's election to either (i) agree to remove the Disapproved Property Matters prior to the Close of Escrow, or (ii) decline to remove the Disapproved Property Matters and terminate the Escrow and the obligations of Buyer and City to purchase and sell the Property under this Agreement. City's failure to provide Buyer with City's Response within said period shall constitute City's election not to remove the Disapproved Property Matters prior to the Close of Escrow. If City notifies Buyer of its election, or is deemed to have elected, to terminate rather than remove the Disapproved Property Matters, Buyer shall have the right, by written notice delivered to City within five (5) days after Buyer's receipt of City's Response or the date City is deemed to have elected to terminate, to agree to accept the Property subject to the Disapproved Property Matters, in which event City's election to terminate shall be of no effect, and Buyer shall take title subject to such Disapproved Property Matters without any adjustment to or credit against the Purchase Price.

3. ESCROW.

3.1 Opening of Escrow. Closing of the sale of the Property shall take place through an escrow ("**Escrow**") to be established within three (3) business days after the Effective Date with First American Title Insurance Company, 18500 Von Karman Avenue, Irvine, California 92612, Attention: Brenna Ryan ("**Escrow Holder**"). The opening of the Escrow (the "**Opening of Escrow**") shall be deemed to be the date that a fully executed copy of this Agreement is delivered to the Escrow Holder. Escrow Holder is instructed to notify Buyer and City in writing of the date of the Opening of Escrow.

3.2 Escrow Instructions. This Agreement, once deposited in Escrow, shall constitute the joint escrow instructions of Buyer and City to Escrow Holder. Additionally, if Escrow Holder so requires, Buyer and City agree to execute the form of escrow instructions that Escrow Holder customarily requires in real property escrows administered by it. In the event of any conflict or inconsistency between Escrow Holder's standard instructions and the provisions of this Agreement, the provisions of this Agreement shall supersede and be controlling.

4. CLOSE OF ESCROW.

4.1 Close of Escrow; Outside Closing Date. Provided that all of the conditions of this Agreement precedent to the "Close of Escrow" (as hereinafter defined) have been satisfied (or waived by the appropriate party) prior to or on the "Outside Closing Date," (as hereinafter defined) the closing for the sale and purchase of the Property shall take place within thirty (30) days after the date on which all of "Buyer's Conditions to Closing" and all of "City's Conditions to Closing" (as those terms are defined in Section 8) have been satisfied (or waived by the appropriate party); provided, however, in no event shall the closing occur, if at all, later than August 7, 2018 ("**Outside Closing Date**"). The terms "**Close of Escrow**" and the "**Closing Date**" are used herein to mean the time City's grant deed conveying fee title to the Property to Buyer is recorded in the Official Records of the Office of the County Recorder of Los Angeles ("**Official Records**"). If the Escrow is not in a condition to close by the Outside Closing Date, either party not then in default hereunder may, upon five (5) days advance written notice to the other party and Escrow Holder, elect to terminate this Agreement and the Escrow. No such termination shall release either party then in default from liability for such default. If neither party so elects to terminate this Agreement and the Escrow, Escrow Holder shall close the Escrow as soon as possible.

4.2 Recordation; Release of Funds and Documents.

4.2.1 Escrow Holder is directed, on the Closing Date, to record in the Official Records, the following documents in the order listed: (i) a grant deed substantially in the form of the attached Exhibit "B" transferring title to the Property to Buyer ("**Grant Deed**"); and (ii) such other and further documents as may be directed jointly by Buyer and City.

4.2.2 Upon the Closing Date, Escrow Holder shall deliver (i) the Purchase Price, less any of City's closing costs, to City, and (ii) conformed copies of all recorded documents to both Buyer and City.

4.3 Escrow Cancellation Charges. If an Escrow does not close due to a default by one of the parties, the defaulting party shall bear all "Escrow Cancellation Charges" (as that term is defined below). If a Close of Escrow does not occur for any reason other than the default of a party, then Buyer and City shall each pay fifty percent (50%) of any Escrow Cancellation Charges. As used herein, "**Escrow Cancellation Charges**" means all fees, charges and expenses incurred by Escrow Holder or third parties engaged by Escrow Holder, as well as all expenses related to the services of the Title Company in connection with the issuance of the Preliminary Title Report and other title matters.

5. DELIVERY OF DOCUMENTS REQUIRED FROM BUYER AND SELLER.

5.1 Buyer's Obligations. Buyer agrees that on or before 10:00 a.m. of the Closing Date, Buyer shall deposit or cause to be deposited with Escrow Holder the following:

(a) the Purchase Price, less the Independent Contract Consideration and Earnest Money Deposit;

(a) the executed and acknowledged Grant Deed; and

(b) any and all additional funds, instruments or other documents required from Buyer (executed and acknowledged where appropriate) as may be reasonably necessary in order for the Escrow Holder to comply with the terms of this Agreement.

5.2 City's Obligations. City agrees that on or before 10:00 a.m. of the Closing Date, City shall deposit or cause to be deposited with Escrow Holder each of the following:

(c) the executed and acknowledged Grant Deed;

(d) a Certificate of Non-Foreign Status and a California Form 593-C (the "**Non-Foreign Affidavits**") executed and acknowledged by City in the form attached hereto as Exhibit "D"; and

(e) all other funds, items, and instruments required from City (executed and acknowledged where appropriate) as may be reasonably necessary in order for Escrow Holder to comply with the provisions of this Agreement.

6. TITLE INSURANCE POLICY.

6.1 Title Policy. At the Closing Date, the Title Company, as insurer, shall issue a CLTA standard coverage owner's policy of title insurance (the "**Title Policy**"), in favor of Buyer, as insured, with liability in the amount of the Purchase Price, subject to the following:

- (a) non-delinquent real property taxes and assessments;
- (b) title exceptions approved or deemed approved by Buyer pursuant to Section 2.2 above;
- (c) title exceptions, if any, resulting from Buyer's entry onto the Property pursuant to the provisions of Section 2.3 above;
- (d) any other exceptions approved by Buyer; and
- (e) the standard printed conditions and exceptions contained in the CLTA standard coverage owner's policy of title insurance regularly issued by the Title Company.

6.2 Payment for Title Policy. Each of City and Buyer shall pay for fifty percent (50%) of the costs for a standard CLTA owner's policy of title insurance. Buyer shall be responsible for all other costs for the Title Policy, including, without limitation, the additional costs for an extended ALTA owner's policy of title insurance, if elected by Buyer, plus any title endorsements requested by Buyer. Buyer shall also pay for the ALTA survey, if applicable.

7. REAL PROPERTY TAXES. Buyer acknowledges that due to City's status as a public entity, during the pendency of City's ownership, the Property has been exempt from the payment of property taxes and assessments. After the Closing, Buyer shall be responsible for paying for all property taxes or assessments assessed against the Property for any period after the Closing.

8. CONDITIONS PRECEDENT TO CLOSING.

8.1 Conditions Precedent to Buyer's Obligations. The obligations of Buyer under this Agreement to purchase the Property and close the Escrow shall be subject to the satisfaction or signed written waiver by Buyer of each and all of the following conditions precedent (collectively "**Buyer's Conditions to Closing**"):

- (a) Buyer shall have approved the condition of the title to the Property, in accordance with Section 2.2 hereof;
- (b) Buyer shall have approved the condition of the Property, in accordance with Section 2.3 hereof;
- (c) Buyer shall have closed escrow under the Adjacent Property P&S Agreement and acquired the Adjacent Property, or concurrently with the Close of Escrow Buyer shall close escrow under the Adjacent Property P&S Agreement and acquire the Adjacent Property;
- (d) Buyer shall have processed through City and obtained approval from City for (i) a lot merger or other subdivision that enables the Property and Adjacent Property to be developed as a single cohesive development project (a "**Development**

Project”), and (ii) all land use entitlements required by City for development of a Development Project;

(e) on the Closing Date, the Title Company shall be irrevocably committed to issue the Title Policy pursuant to Section 6 above insuring fee title to the Property as being vested in Buyer;

(f) Escrow Holder holds all instruments and funds required for the Close of Escrow and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement;

(g) except as otherwise permitted by this Agreement, all representations and warranties by City in this Agreement shall be true on and as of the Closing Date as though made at that time and all covenants of City pursuant to this Agreement shall have been fulfilled by the Closing Date;

(h) City is not in material default of any term or condition of this Agreement.

In the event that any of Buyer's Conditions to Closing are not satisfied, or waived in a writing signed by Buyer, prior to the expiration of the applicable period for satisfaction or waiver, Buyer may terminate this Agreement. In the event of such termination, neither party shall thereafter have any obligations to, or rights against, the other under this Agreement, except for any obligations that expressly survive the termination of this Agreement.

8.2 Conditions Precedent to City's Obligations. The obligations of City under this Agreement shall be subject to the satisfaction or signed written waiver by City of each and all of the following conditions precedent ("**City's Conditions to Closing**"):

(a) Escrow Holder holds the Purchase Price and all other instruments and funds required for the Closing and will deliver to City the instruments and funds, including but not limited to the Purchase Price (less City's closing costs), accruing to City pursuant to this Agreement;

(b) Buyer shall have closed escrow under the Adjacent Property P&S Agreement and acquired the Adjacent Property, or concurrently with the Close of Escrow Buyer shall close escrow under the Adjacent Property P&S Agreement and acquire the Adjacent Property;

(c) except as otherwise permitted by this Agreement, all representations and warranties by Buyer in this Agreement shall be true on and as of the Closing Date as though made at that time and all covenants of Buyer pursuant to this Agreement shall have been fulfilled by the Closing Date;

(d) there shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against the Buyer that would materially

and adversely affect Buyer's ability to unconditionally perform its obligations under this Agreement;

(e) Buyer shall have processed through City and obtained approval from City for (i) a lot merger or other subdivision that enables the Property and Adjacent Property to be developed as a Development Project, and (ii) all land use entitlements required by City for development of a Development Project; and

(f) Buyer shall have delivered the funds required hereunder and all of the documents to be executed by Buyer set forth in Section 5.1 and shall not be in default under this Agreement.

In the event that any of City's Conditions to Closing are not satisfied, or waived in a writing signed by City, prior to the expiration of the applicable period for satisfaction or waiver, City may terminate this Agreement. In the event of such termination, neither party shall thereafter have any obligations to, or rights against, the other under this Agreement, except for any obligations that expressly survive the termination of this Agreement.

9. POSSESSION. Possession of the Property shall be delivered by City to Buyer on the Closing Date.

10. ALLOCATION OF COSTS.

10.1 Buyer's Costs. Buyer shall pay the following costs in connection with the Closing:

(a) fifty percent (50%) of Escrow Holder's escrow fee;

(b) Buyer's own attorney's fees incurred in connection with this Agreement and the transactions contemplated hereby;

(c) fifty percent (50%) of any documentary transfer taxes associated with the conveyance;

(d) fifty percent (50%) of the charges for recording the Grant Deed, if any;

(e) fifty percent (50%) of the costs for a standard CLTA owner's policy of title insurance; and

(f) All additional costs for an extended CLTA owner's policy of title insurance, plus any title endorsements requested by Buyer.

10.2 City's Costs. City shall pay the following costs in connection with the Closing:

(a) fifty percent (50%) of the Escrow Holder's escrow fee;

(b) City's own attorney's fees in connection with this Agreement and the transactions contemplated hereby;

(c) fifty percent (50%) of any documentary transfer taxes associated with the conveyance;

(d) fifty percent (50%) of the charges for recording the Grant Deed, if any; and

(e) fifty percent (50%) of the costs for a standard CLTA owner's policy of title insurance.

11. REPRESENTATIONS AND WARRANTIES.

11.1 Buyer's Representations, Warranties and Covenants. Buyer hereby makes the following representations and warranties to City, each of which is true in all respects as of the date hereof and shall be true in all respects on the Closing Date:

11.1.1 Buyer is duly organized and existing.

11.1.2 Buyer has the legal power, right, and authority to execute, deliver and perform Buyer's obligations under this Agreement and the documents executed and delivered by Buyer pursuant hereto.

11.1.3 All requisite action (corporate, trust, partnership, or otherwise) has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein and the consummation of the transactions contemplated hereby. No consent is required which has not been obtained to permit Buyer to enter into this Agreement and consummate the transaction hereby.

11.1.4 The entering into this Agreement does not violate any provision of any other agreement to which Buyer is bound.

11.2 City's Representations and Warranties. City hereby makes the following representations and warranties to Buyer, each of which is true in all respects as of the date hereof and shall be true in all respects on the Closing Date:

11.2.1 City is duly organized and existing.

11.2.2 City has the legal power, right, and authority to execute, deliver and perform City's obligations under this Agreement and the documents executed and delivered by City pursuant hereto.

11.2.3 All requisite action has been taken by City in connection with entering into this Agreement and the instruments referenced herein and the consummation of the transactions contemplated hereby. No consent is required which has not been obtained to permit City to enter into this Agreement and consummate the transactions contemplated hereby.

11.2.4 To City's actual knowledge, the entering into this Agreement does not violate any provision of any other agreement to which City is bound.

11.2.5 To City's actual knowledge, there is no pending or threatened litigation, lawsuit or administrative proceeding which would adversely affect the Property.

11.2.6 To City's actual knowledge, there are no contracts or leases affecting the Property and no agreements entered into, by or under City which shall survive the Close of Escrow.

11.2.7 City has no actual knowledge of the presence of any Hazardous Materials on the Property, or any portion thereof, and City has not been advised or notified by any third parties, prior owners of the Property, or any federal, state or local governmental agency, of the presence of any Hazardous Materials on the Property.

Throughout this Agreement, terms such as "to City's actual knowledge," "City has no actual knowledge," or like phrases mean the actual present and conscious awareness or knowledge, without a duty to inquire or investigate, of the City Manager of the City of Duarte.

In the event City becomes aware of a change in circumstance during the term of the Escrow which would cause any of the representations or warranties of City under this Section 11 to be untrue, City shall advise Buyer of such change in circumstance in writing within five (5) business days from City's discovery thereof. Buyer shall then have fifteen (15) business days from receipt of such notice from City to deliver written notice to City of Buyer's election to either (i) terminate this Agreement, or (ii) waive objection to such change in circumstance and to accept title to the Property subject to such change in circumstance. Buyer's failure to notify City in writing within said fifteen (15) business day period shall conclusively be deemed Buyer's election to waive objection to such change in circumstance and to proceed to close the Escrow subject to such change in circumstance.

It is understood and agreed that with the exception of the limited representations expressly set forth in this Section 11, City has not at any time made and is not now making, and City specifically disclaims, any warranties or representations of any kind or character, express or implied, with respect to the Property, or any improvements thereon, including, but not limited to, warranties or representations as to (a) matters of title, (b) environmental matters relating to the Property or any portion thereof, including, without limitation, the existence or lack thereof of "Hazardous Materials" (as defined below) in, on, under or in the vicinity of the Property, or migrating to or from the Property, either in soil, vapors or surface water or groundwater, (c) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (d) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (e) drainage, (f) soil conditions, including the existence of instability, past soil repairs, soil additions or

conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (g) the presence of endangered species or any environmentally sensitive or protected areas, (h) zoning or building entitlements to which the Property or any portion thereof may be subject, (i) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (j) the permitted uses and restrictions on uses on the Property, (k) usages of adjoining property, (l) access to the Property or any portion thereof, (m) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (n) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (o) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (p) the merchantability of the Property or fitness of the Property for any particular purpose, (q) tax consequences, or (r) any other matter or thing with respect to the Property.

Buyer acknowledges and agrees that City is selling and conveying to Buyer, the Property, "AS IS, WHERE IS, WITH ALL FAULTS," and that with the exception of the limited representations expressly set forth in this Section 11 Buyer has not relied on and will not rely on, and City has not made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto, made or furnished by City or any real estate broker, agent or third party representing or purporting to represent City, to whomever made or given, directly or indirectly, orally or in writing. Buyer represents that it is a knowledgeable, experienced and sophisticated purchaser of real estate, and that Buyer is relying solely on its own expertise and that of Buyer's consultants and representatives in purchasing the Property, and shall make an independent verification of the accuracy of any documents and information provided by City. Buyer will conduct such inspections and investigations of the Property as Buyer deems necessary, including, but not limited to, the physical and environmental conditions thereof, and shall rely solely upon the same. By failing to terminate this Agreement prior to the expiration of the Due Diligence Period, Buyer acknowledges that City has afforded Buyer a full opportunity to conduct all such investigations of the Property as Buyer deemed necessary to satisfy itself as to the condition of the Property and the existence or non-existence or removal or remediation action to be taken with respect to any Hazardous Materials in, on, within or migrating to or from the Property, and that Buyer will rely solely upon the same and not upon any information provided by or on behalf of City or its agents or employees with respect thereto. Upon Closing, Buyer shall assume the risk with respect to the Property, that adverse matters, including, but not limited to, adverse physical or construction defects, or adverse environmental or health and safety conditions, may not have been revealed by Buyer's inspections, assessments, investigations, and/or testing.

BUYER'S INITIALS: _____

Buyer hereby acknowledges that it will have had full opportunity to investigate, assess, test, and inspect the Property during the Due Diligence Period, and during such period, to observe the physical and environmental characteristics and existing conditions, including but not limited to, the opportunity to conduct such investigation, assessment, testing, monitoring and study on and of the Property and of adjacent areas, as Buyer deems necessary, in accordance with law. Buyer, therefore, individually and collectively, for itself and its members, partners, officers, directors, employees, agents, successors, assigns, and all entities related to any of the foregoing, and on behalf of all persons claiming any interest in the Property or this Agreement, including but not limited to any and all future owners, lessees, and/or operators, of the Property and their successors, hereby expressly waives, releases, discharges and forever relinquishes any and all claims, rights of action, causes of action, rights and/or remedies Buyer has or hereafter may have, whether known or unknown, fixed or contingent, against City and City's directors, members, officers, officials, attorneys, employees, representatives, and agents (a) regarding any matters affecting the Property and any condition of the Property whatsoever; and (b) regarding: (i) the existence or potential existence of any Hazardous Materials in, on, under, within or migrating to or from the Property, either in soil, vapor, surface water or groundwater, and (ii) any violations or alleged violations of any "Environmental Laws" (as defined below) regarding the Property.

BUYER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

BUYER ACKNOWLEDGES AND AGREES THAT IT MAY HEREAFTER DISCOVER FACTS OR LAW DIFFERENT FROM OR IN ADDITION TO THOSE WHICH IT NOW BELIEVES TO BE TRUE WITH RESPECT TO THE RELEASE OF CLAIMS. BUYER ACKNOWLEDGES AND AGREES THAT THE RELEASE IT IS PROVIDING SHALL REMAIN EFFECTIVE IN ALL RESPECTS NOTWITHSTANDING SUCH DIFFERENT OR ADDITIONAL FACTS OR LAW OR ANY PARTIES' DISCOVERY THEREOF. BUYER SHALL NOT BE ENTITLED TO ANY RELIEF IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO ANY DAMAGES OR ANY RIGHT OR CLAIM TO SET ASIDE OR RESCIND THIS AGREEMENT.

BY INITIALING BELOW, BUYER HEREBY WAIVES AND RELEASES ANY AND ALL RIGHTS PROVIDED UNDER THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR OR RELATED STATUTES THERETO, IN CONNECTION WITH THESE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES:

BUYER'S INITIALS: _____

Buyer acknowledges and agrees that the disclaimers, waivers and releases along with the other agreements set forth in this Section 11, are all an integral part of this Agreement, and City would not have agreed to enter into this Agreement without such terms, and that all such terms shall survive the Close of Escrow.

As used in this Agreement, the term "**Hazardous Material(s)**" includes, without limitation, any hazardous or toxic material, substance, irritant, chemical, or waste, including without limitation (a) any material defined, classified, designated, listed or otherwise considered under any Environmental Law, including, without limitation, as defined in California Health & Safety Code Section 25260, as a "hazardous waste," "hazardous substance," "hazardous material," "extremely hazardous waste," "acutely hazardous waste," "radioactive waste," "biohazardous waste," "pollutant," "toxic pollutant," "contaminant," "restricted hazardous waste," "infectious waste," "toxic substance," or any other term or expression intended to define, list, regulate or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment, (b) any material, substance or waste which is toxic, ignitable, corrosive, reactive, explosive, flammable, infectious, radioactive, carcinogenic or mutagenic, and which is or becomes regulated by any local governmental authority, any agency of the State of California or any agency of the United States Government, (c) asbestos, and asbestos containing material, (d) oil, petroleum, petroleum based products and petroleum additives and derived substances, (e) urea formaldehyde foam insulation, (f) polychlorinated biphenyls (PCBs), (g) freon and other chlorofluorocarbons, (h) any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources, (i) mold, fungi, viruses or bacterial matter, and (j) lead-based paint.

As used in this Agreement, the term "**Environmental Laws**" means any and all federal, state and local laws, statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations, or any other requirements of governmental authorities, as may presently exist, or as may be amended or supplemented, or hereafter enacted, relating to the presence, release, generation, use, handling, assessment, investigation, study, monitoring, removal, remediation, cleanup, treatment, storage, transportation or disposal of Hazardous Materials, or the protection of the environment or human, plant or animal health, including, without limitation, the following statutes and their underlying regulations, as they have been amended from time to time, and the following referenced common laws: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Oil Pollution Act (33 U.S.C. § 2701 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.), the Porter-Cologne Water Quality Control Act (Cal. Wat. Code § 13000 et seq.), the Toxic Mold Protection Act (Cal. Health & Safety Code § 26100, et seq.), the Safe Drinking Water

and Toxic Enforcement Act of 1986 (Proposition 65 – Cal. Health & Safety Code § 25249.5 et seq.), the California Hazardous Waste Control Law (Cal. Health & Safety Code § 25100 et seq.), the Hazardous Materials Release Response Plans & Inventory Act (Cal. Health & Safety Code § 25500 et seq.), the Carpenter-Presley-Tanner Hazardous Substances Account Act (California Health and Safety Code, Section 25300 et seq.), the California Underground Storage of Hazardous Substances Laws (Chapter 6.7 of Division 20 of the Cal. Health and Safety Code, §25280 et seq.) and the California common laws of nuisance, trespass, waste and ultra-hazardous activity.

12. CONDEMNATION. In the event that, prior to the Close of Escrow, any governmental entity shall commence any proceedings of or leading to eminent domain or similar type proceedings to take all or any portion of the Property, City shall notify Buyer, in writing, within five (5) business days after City's receipt of notification of condemnation (including the filing of any notice of intended condemnation or proceedings in the nature of eminent domain), and Buyer shall have the right, by written notice delivered by City and Escrow Holder within fifteen (15) business days after Buyer receives written notice of such condemnation, to terminate this Agreement. If Buyer does not so elect to terminate this Agreement and cancel Escrow by written notice delivered to City and Escrow Holder within such fifteen (15) business day period, then this Agreement shall remain in full force and effect, and the Purchase Price shall automatically be reduced by an amount proportionate to the portion of the Property to be taken by the condemning authority. In no event shall Buyer have any right to any portion of the award from the condemning authority.

13. RISK OF PHYSICAL LOSS. Risk of physical loss to the Property shall be borne by City prior to the Close of Escrow and by Buyer thereafter. In the event that the Property shall be damaged by fire, flood, earthquake or other casualty Buyer shall have the option to terminate this Agreement, provided notice of such termination is delivered to City within fifteen (15) business days following the date Buyer learns of the occurrence of such casualty. If Buyer fails to terminate this Agreement pursuant to the foregoing sentence within said fifteen (15) business day period, Buyer shall complete the acquisition of the Property, in which case City shall assign to Buyer the interest of City in all insurance proceeds relating to such damage. City shall consult with Buyer regarding any proposed settlement with the insurer and Buyer shall have the reasonable right of approval thereof. City shall hold such proceeds until the Close of Escrow. In the event this Agreement is terminated for any reason, Buyer shall have no right to any insurance proceeds.

14. WAIVER OF DAMAGES; SPECIFIC PERFORMANCE; LIQUIDATED DAMAGES.

14.1 Buyer Limited to Specific Performance. In the event City defaults under this Agreement, Buyer's sole and exclusive remedy will be for specific performance of this Agreement. BUYER HEREBY WAIVES ANY RIGHT TO PURSUE DAMAGES RESULTING FROM A DEFAULT OR BREACH OF THIS AGREEMENT BY CITY, AND IN NO EVENT SHALL CITY BE LIABLE FOR DAMAGES FOR A DEFAULT OR BREACH OF CITY'S OBLIGATION UNDER THIS AGREEMENT, ALL OF WHICH RIGHTS ARE HEREBY WAIVED AND RELINQUISHED BY BUYER. Buyer agrees that the foregoing limitation on Buyer's remedies and measure of damages is reasonable under all of the

circumstances of this Agreement, and is material consideration for the parties entering into this Agreement.

City's Initials

Buyer's Initials

14.2 City's Remedy of Liquidated Damages. In the event Buyer defaults under this Agreement, BUYER AND CITY AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX CITY'S ACTUAL DAMAGES FOR, AMONG OTHER ITEMS, TAKING OR HAVING THE PROPERTY OFF THE MARKET, AND BUYER AND CITY AGREE THAT THE AMOUNT OF THE EARNEST MONEY DEPOSIT IS A REASONABLE ESTIMATE OF CITY'S DAMAGES IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE TO BUYER'S DEFAULT. IN ADDITION, BUYER DESIRES TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH BUYER MIGHT BE LIABLE SHOULD BUYER BREACH THIS AGREEMENT, AND CITY DESIRES TO AVOID THE COSTS AND LENGTHY DELAYS THAT WOULD RESULT IF CITY WERE REQUIRED TO FILE A LAWSUIT TO COLLECT ITS DAMAGES FOR A BREACH OF THIS AGREEMENT. THEREFORE, IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE TO THE MATERIAL DEFAULT OF BUYER, THEN UPON THE WRITTEN DEMAND OF CITY THIS AGREEMENT AND THE ESCROW SHALL BE TERMINATED AND CANCELLED. IN SUCH EVENT, (A) ESCROW HOLDER SHALL RETURN ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED SAME, (B) ALL TITLE AND ESCROW CANCELLATION CHARGES SHALL BE CHARGED TO BUYER, AND (C) CITY SHALL RETAIN THE EARNEST MONEY DEPOSIT AS LIQUIDATED DAMAGES FOR BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY. CITY'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF BUYER'S DEFAULT SHALL BE LIMITED TO THE RETENTION OF THE EARNEST MONEY DEPOSIT AND CITY HEREBY WAIVES ALL OTHER CLAIMS FOR DAMAGES OR RELIEF AT LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, ANY RIGHTS TO SPECIFIC PERFORMANCE THAT CITY MAY HAVE); PROVIDED, HOWEVER, THAT THIS LIQUIDATED DAMAGES PROVISION SHALL NOT LIMIT CITY'S RIGHT TO RECOVER ATTORNEYS' FEES AND COURT COSTS PURSUANT TO SECTION 15.3 BELOW. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO CITY PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

City's Initials

Buyer's Initials

15. MISCELLANEOUS.

15.1 Assignment. This Agreement shall be binding upon and shall inure to the benefit of Buyer and City and their respective heirs, personal representatives, successors and assigns. Neither party to this Agreement may assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent and approval of

the other party, which consent and approval may be withheld in the sole and absolute discretion of either party, and any assignment made in violation of this Section 15.1 shall be null and void. . Notwithstanding the foregoing, Buyer shall have the right, without City's consent, to transfer Buyer's rights and interests under this Agreement to a joint venture, partnership or other entity, so long as (a) Buyer or an affiliate of Buyer or its principals retains a majority interest in such joint venture, partnership or other entity; (b) Buyer shall remain primarily liable for the performance of Buyer's obligations under this Agreement; (c) the assignee must expressly assume in writing all of Buyer's obligations under this Agreement; and (d) Buyer shall deliver to City a copy of the fully executed written assignment and assumption agreement between Buyer and such assignee at least three (3) business days prior to Closing. No provision of this Agreement is intended nor shall in any way be construed to benefit any party not a signatory hereto or to create a third party beneficiary relationship.

15.2 Choice of Laws. This Agreement shall be governed by the internal laws of the State of California and any question arising hereunder shall be construed or determined according to such law without regard to conflict of law principles. Service of process on Buyer shall be made in accordance with California law. Service of process on City shall be made in any manner permitted by California law and shall be effective whether served inside or outside California.

15.3 Attorney's Fees. In the event of any action between Buyer and City seeking enforcement of any of the terms and conditions to this Agreement or an Escrow or otherwise in connection with the Property, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, including without limitation its expert witness fees and reasonable attorney's fees.

15.4 Notices. All notices under this Agreement shall be effective (i) upon personal delivery, (ii) upon delivery by reputable overnight courier that provides a receipt with the date and time of delivery, or (iii) three (3) business days after deposit in the United States mail, registered or certified, postage fully prepaid and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing:

To Buyer: MJW Investments, LLC
1278 Glenneyre Street, Suite 439
Laguna Beach, CA 92651
Phone No.: (626) 710-6377
Attention: Matt Waken

Copy to: Palmieri, Tyler, Wiener, Wilhelm & Waldron LLP
1900 Main Street, Suite 700
Irvine, CA 92614
Phone No.: (949) 851-7221
Attention: Stephen A. Scheck, Esq.

To City: City of Duarte
1600 Huntington Drive
Duarte, CA 91010
Phone No.: (626) 357-7931
Attention: City Manager

Copy to: Rutan & Tucker, LLP
611 Anton Boulevard, Suite 1400
Costa Mesa, CA 92628-1950
Phone No.: (714) 641-5100
Attention: David B. Cosgrove, Esq.

15.5 Fair Meaning. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto.

15.6 Headings. The headings at the beginning of each numbered Section of this Agreement are solely for the convenience of the parties hereto and are not a part of this Agreement.

15.7 Nonliability of City Officials. No officer, official, member, employee, agent, or representative of City shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, or representative.

15.8 Gender; Number. As used in this Agreement, masculine, feminine, and neuter gender and the singular or plural number shall be deemed to include the others wherever and whenever the context so dictates.

15.9 Survival. This Agreement and all covenants to be performed after the Closing Date, and, except as otherwise set forth herein, all representations and warranties contained herein, shall survive the Closing Date and shall remain a binding contract between the parties hereto.

15.10 Time of Essence. Time is of the essence of this Agreement and of each and every term and provision hereof, it being understood that the parties hereto have specifically negotiated the dates for the completion of each obligation herein. In the event that the day on which Buyer or City is required to take any action under the terms of this Agreement is not a business day, such action shall be taken on the next succeeding business day. Whenever notice, approval or disapproval must be given to Escrow Holder and Escrow Holder is closed on the last day for taking such action, then the parties shall have until 5:00 p.m. on the first following day Escrow Holder is open to take such action.

15.11 Waiver. A waiver of a provision hereof shall be effective only if said waiver is in writing, and signed by both Buyer and City. No waiver of any breach or default by any party hereto shall be considered to be a waiver of any future breach or default unless expressly provided herein or in the waiver.

15.12 Broker's/Consulting Fees. City and Buyer represent and warrant to the other that neither Buyer nor City has employed any real estate broker to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorney's fees) in any manner connected with a claim asserted by any individual or entity for any broker's commission in connection with the conveyance of the Property arising out of agreements by the indemnifying party to pay any commission.

15.13 No Withholding Because Non-Foreign Entity. City represents and warrants to Buyer that City is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 18805 and that it will deliver to Buyer on or before the Close of Escrow a Certificate of Non-foreign Status on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the regulations promulgated thereunder and a California Form 593-C.

15.14 Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be of equal legal force and effect.

15.15 Severability. If any term, covenant or condition of this Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons, entities, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15.16 Exhibits. The following exhibits are attached hereto and incorporated herein by this reference:

Exhibit "A"	Legal Description of Property
Exhibit "B"	Grant Deed
Exhibit "C"	Certificate of Non-Foreign Status

15.17 Covenants of City. City agrees that during the period between the Effective Date of this Agreement and the Closing Date:

(a) City shall maintain the Property in not less than the state of repair as that existing on the Effective Date (excepting ordinary wear and tear, and subject to the activities required pursuant to Section 8.1(c));

(b) City shall not convey, grant, lease, rent, license, assign, mortgage, hypothecate, encumber, or otherwise transfer (on or off record) the Property or any interest therein;

(c) City shall not alter the physical condition of the Property or introduce or release, or permit the introduction or release, of any Hazardous Material in, from, under, or on the Property;

(d) Prior to the Closing Date, City shall maintain City's existing insurance on the Property.

15.18 Covenant Against Discrimination. Buyer covenants that in its performance of this Agreement it shall not discriminate against any person or group of persons on account of any impermissible classification including but not limited to race, color, creed, gender, sexual orientation, religion, marital status, national origin, or ancestry.

15.19 Entire Agreement; Amendment. Except as set forth above, this Agreement and the exhibits incorporated herein contain the entire agreement of Buyer and City with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing signed by duly authorized officers or representatives of each of the parties hereto.

15.20 Facsimile Signatures. Signatures of the parties transmitted by facsimile shall be deemed binding. However, each party agrees to submit their original signature to the other party within five (5) business days after execution hereof.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Buyer and City each hereby represents that it has read this Agreement, understands it, and hereby executes this Agreement to be effective as of the day and year first written above.

“City”

CITY OF DUARTE,
a California municipal corporation

Date: April __, 2018

By: _____
Name: Darrell J. George
Its: City Manager

ATTEST:

Marla Akana, City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

By: _____
David B. Cosgrove, City Attorney

“Buyer”

MJW INVESTMENTS, LLC,
a California limited liability company

Date: April __, 2018

By: _____
Name: Matthew J. Waken
Its: Manager

First American Title Company agrees to act as Escrow Holder in accordance with the terms of this Agreement.

**FIRST AMERICAN TITLE INSURANCE
COMPANY**

Date: _____, 2018

By: _____
Name:

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

The land situated in the City of Duarte, in the County of Los Angeles, State of California, described as follows:

PARCEL 1: (APN 8530-013-903)

THAT PORTION OF THE WEST HALF OF LOT 15, SECTION 25, TOWNSHIP 1 NORTH, RANGE 11 WEST OF THE RANCHO AZUSA DE DUARTE, IN THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 6, PAGES 80 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID WEST HALF; THENCE ALONG THE EASTERLY LINE OF SAID WEST HALF; SOUTH 0° 01' 10" WEST 401.78 FEET; THENCE SOUTH 89° 39' 40" WEST 83 FEET; THENCE PARALLEL WITH SAID EASTERLY LINE NORTH 0° 01' 10" EAST 165.78 FEET; THENCE NORTH 89° 39' 40" EAST 60 FEET; THENCE PARALLEL WITH SAID EASTERLY LINE NORTH 0° 01' 10" EAST 236 FEET TO THE NORTH LINE OF SAID LOT 15; THENCE NORTH 89° 39' 40" EAST 23 FEET TO THE POINT OF BEGINNING.

EXCEPT THE NORTHERLY 20 FEET THEREOF WITHIN THE BOUNDS OF FALLING LEAF AVENUE.

PARCEL 2:

AN EASEMENT UNTIL SUCH TIME AS THE COUNTY OF LOS ANGELES OR ANY POLITICAL SUBDIVISION THEREOF, SHALL CONSTRUCT A STREET ABUTTING UPON OR ACROSS, THE HEREINBEFORE DESCRIBED DOMINANT TENEMENT FOR INGRESS AND EGRESS, OVER AND ACROSS THE EASTERLY 15 FEET OF THAT PORTION OF THE WEST HALF OF LOT 15 OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 11 WEST OF THE SUBDIVISION OF THE RANCHO AZUSA DE DUARTE, AS PER MAP RECORDED IN BOOK 6 PAGES 80 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID WEST HALF OF LOT 15; THENCE SOUTH 0° 01' 10" WEST ALONG THE EAST LINE OF SAID WEST HALF, 236 FEET; THENCE SOUTH 89° 39' 40" WEST 23 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89° 39' 40" WEST 60 FEET; THENCE PARALLEL WITH SAID EAST LINE NORTH 0° 01' 40" EAST 236 FEET TO THE NORTH LINE OF SAID LOT; THENCE NORTH 89° 39' 40" EAST ALONG SAID NORTH LINE 60 FEET TO A LINE THAT IS PARALLEL WITH SAID EAST LINE AND PASSES

THROUGH THE TRUE POINT OF BEGINNING; THENCE PARALLEL WITH SAID EAST LINE SOUTH 0° 01' 10" WEST 236 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE NORTH 20 FEET THEREOF WITHIN THE BOUNDS OF FALLING LEAF AVENUE.

PARCEL 3: (APN 8530-013-904)

THAT PORTION OF THE WEST HALF OF LOT 15, SECTION 25, TOWNSHIP 1 NORTH, RANGE 11 WEST OF THE RANCHO AZUSA DE DUARTE, IN THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 6, PAGES 80 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF SAID LOT 15; THENCE SOUTH 0° 01' 10" WEST ALONG THE EAST LINE OF SAID WEST HALF, 236.00 FEET; THENCE SOUTH 89° 39' 40" WEST 83.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89° 39' 40" WEST 75.00 FEET; THENCE PARALLEL WITH SAID EAST LINE NORTH 0° 01' 10" EAST 236.00 FEET TO THE NORTH LINE OF SAID LOT; THENCE NORTH 89° 39' 40" EAST ALONG SAID NORTH LINE 75.00 FEET TO A LINE THAT IS PARALLEL WITH SAID EAST LINE AND PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTH 0° 01' 10" WEST 236.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE NORTH 20.00 FEET THEREOF WITHIN THE BOUNDS OF FALLING LEAF AVENUE.

PARCEL 4: (APN 8530-013-902)

THAT PORTION OF THE WEST HALF OF LOT 15, SECTION 25, TOWNSHIP 1 NORTH, RANGE 11 WEST OF THE RANCHO AZUSA DE DUARTE, IN THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 6, PAGES 80 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF SAID LOT 15; THENCE SOUTH 0° 01' 10" WEST ALONG THE EAST LINE OF SAID WEST HALF OF LOT 15, 401.78 FEET; THENCE SOUTH 89° 39' 40" WEST 83.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89° 39' 40" WEST 75.00 FEET; THENCE PARALLEL WITH THE SAID EAST LINE NORTH 0° 01' 10" EAST 165.78 FEET; THENCE NORTH 89° 39' 40" EAST 75 FEET TO A LINE THAT IS PARALLEL WITH SAID EAST LINE AND PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTH 0° 01' 10" WEST 165.78 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 5:

AN EASEMENT, UNTIL SUCH TIME AS THE COUNTY OF LOS ANGELES OR ANY POLITICAL SUBDIVISION THEREOF, SHALL CONSTRUCT A STREET ABUTTING UPON OR ACROSS, THE HEREINBEFORE DESCRIBED DOMINANT TENEMENT FOR INGRESS AND EGRESS, OVER AND ACROSS THE EASTERLY 15 FEET OF THAT PORTION OF THE WEST HALF OF LOT 15 OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 11 WEST OF THE SUBDIVISION OF THE RANCHO AZUSA DE DUARTE, IN THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6 PAGES 80 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER, DESCRIBED AS FOLLOWS:

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EXCEPT THE NORTH 20 FEET THEREOF WITHIN THE BOUNDS OF FALLING LEAF AVENUE.

PARCEL 6:

AN EASEMENT FOR INGRESS AND EGRESS TO BE USED IN COMMON WITH OTHERS OVER THE WESTERLY 60 FEET OF THE NORTHERLY 15 FEET OF THE SOUTHERLY 165.78 FEET OF THAT PORTION OF THE WEST HALF OF LOT 15, SECTION 25, TOWNSHIP 1 NORTH, RANGE 11 WEST OF THE RANCHO AZUSA DE DUARTE, IN THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 6 PAGES 80 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID WEST HALF; THENCE ALONG THE EASTERLY LINE OF SAID WEST HALF; SOUTH 0° 01' 10" WEST 401.78 FEET; THENCE SOUTH 89° 39' 40" WEST 83 FEET; THENCE PARALLEL WITH SAID EASTERLY LINE NORTH 0° 01' 10" EAST 165.78 FEET; THENCE NORTH 89° 39' 40" EAST 60 FEET; THENCE PARALLEL WITH SAID EASTERLY LINE NORTH 0° 01' 10" EAST 236 FEET TO THE NORTH LINE OF SAID LOT 15; THENCE NORTH 89° 39' 40" EAST 23 FEET TO THE POINT OF BEGINNING.

EXCEPT THE NORTHERLY 20 FEET THEREOF WITHIN THE BOUNDS OF FALLING LEAF AVENUE.

APN: 8530-013-902, 903, and 904

EXHIBIT "B"

FORM OF GRANT DEED

[SEE FOLLOWING PAGES]

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

MJW Investments, LLC
1278 Glenneyre Street, Suite 439
Laguna Beach, CA 92651
Attn: Matthew Waken

SPACE ABOVE THIS LINE FOR RECORDER'S USE
(Exempt from Recordation Fee per Gov. Code § 27383)

The undersigned declares exemption under the following:
Exempt from fee per Government Code Section 27388.1 (a)(2);
recorded concurrently in connection with a transfer subject to the
imposition of documentary transfer tax

DOCUMENTARY TRANSFER TAX \$ _____
Computed on the consideration of the full value of
property conveyed.

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CITY OF DUARTE, a California municipal corporation (the "**Grantor**"), hereby grants to MJW INVESTMENTS, LLC, a California limited liability company, that certain real property ("**Property**") located in the City of Duarte, County of Los Angeles, State of California, described in the legal description attached hereto as Attachment No. 1 and incorporated herein by this reference, subject to all matters of record, and subject to the following:

Grantee, on behalf of itself and its successors and assigns to all or any portion of the Property, covenants and agrees as follows:

1. Nondiscrimination Covenants. That there shall be no discrimination against or segregation of any person, or group of persons on any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any part thereof, nor shall Grantee, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property, or any part thereof. The foregoing covenants shall run with the land.

2. Nondiscrimination Clauses in Agreements. Grantee agrees for itself and any successor in interest that Grantee shall refrain from restricting the rental, sale, or lease of any portion of the Property, or contracts relating to the Property, on the basis of race, color, creed, religion, sex, marital status, ancestry, or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

i. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

ii. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: "That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

iii. In contracts relating to the sale, transfer, or leasing of the land or any interest therein: "There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

The foregoing nondiscrimination covenants shall remain in effect in perpetuity.

“Grantor”

CITY OF DUARTE,
a California municipal corporation

By: _____
Name: Darrell J. George
Its: City Manager

ATTEST:

Marla Akana, City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

By: _____
David B. Cosgrove, City Attorney

“Grantee”

MJW INVESTMENTS, LLC, a California
limited liability company

By: _____
Name: Matthew J. Waken
Its: Manager

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

State of California)
County of Los Angeles)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

ATTACHMENT NO. 1

LEGAL DESCRIPTION OF PROPERTY

The land situated in the City of Duarte, in the County of Los Angeles, State of California, described as follows:

PARCEL 1: (APN 8530-013-903)

THAT PORTION OF THE WEST HALF OF LOT 15, SECTION 25, TOWNSHIP 1 NORTH, RANGE 11 WEST OF THE RANCHO AZUSA DE DUARTE, IN THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 6, PAGES 80 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

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EXCEPT THE NORTHERLY 20 FEET THEREOF WITHIN THE BOUNDS OF FALLING LEAF AVENUE.

PARCEL 2:

AN EASEMENT UNTIL SUCH TIME AS THE COUNTY OF LOS ANGELES OR ANY POLITICAL SUBDIVISION THEREOF, SHALL CONSTRUCT A STREET ABUTTING UPON OR ACROSS, THE HEREINBEFORE DESCRIBED DOMINANT TENEMENT FOR INGRESS AND EGRESS, OVER AND ACROSS THE EASTERLY 15 FEET OF THAT PORTION OF THE WEST HALF OF LOT 15 OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 11 WEST OF THE SUBDIVISION OF THE RANCHO AZUSA DE DUARTE, AS PER MAP RECORDED IN BOOK 6 PAGES 80 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

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EXCEPT THE NORTH 20 FEET THEREOF WITHIN THE BOUNDS OF FALLING LEAF AVENUE.

PARCEL 3: (APN 8530-013-904)

THAT PORTION OF THE WEST HALF OF LOT 15, SECTION 25, TOWNSHIP 1 NORTH, RANGE 11 WEST OF THE RANCHO AZUSA DE DUARTE, IN THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 6, PAGES 80 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

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EXCEPT THE NORTH 20.00 FEET THEREOF WITHIN THE BOUNDS OF FALLING LEAF AVENUE.

PARCEL 4: (APN 8530-013-902)

THAT PORTION OF THE WEST HALF OF LOT 15, SECTION 25, TOWNSHIP 1 NORTH, RANGE 11 WEST OF THE RANCHO AZUSA DE DUARTE, IN THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 6, PAGES 80 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

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PARCEL 5:

AN EASEMENT, UNTIL SUCH TIME AS THE COUNTY OF LOS ANGELES OR ANY POLITICAL SUBDIVISION THEREOF, SHALL CONSTRUCT A STREET ABUTTING UPON OR ACROSS, THE HEREINBEFORE DESCRIBED DOMINANT TENEMENT FOR INGRESS AND EGRESS, OVER AND ACROSS THE EASTERLY 15 FEET OF THAT PORTION OF THE WEST HALF OF LOT 15 OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 11 WEST OF THE SUBDIVISION OF THE RANCHO AZUSA DE DUARTE, IN THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6 PAGES 80 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER, DESCRIBED AS FOLLOWS:

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EXCEPT THE NORTH 20 FEET THEREOF WITHIN THE BOUNDS OF FALLING LEAF AVENUE.

PARCEL 6:

AN EASEMENT FOR INGRESS AND EGRESS TO BE USED IN COMMON WITH OTHERS OVER THE WESTERLY 60 FEET OF THE NORTHERLY 15 FEET OF THE SOUTHERLY 165.78 FEET OF THAT PORTION OF THE WEST HALF OF LOT 15, SECTION 25, TOWNSHIP 1 NORTH, RANGE 11 WEST OF THE RANCHO AZUSA DE DUARTE, IN THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 6 PAGES 80 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER, DESCRIBED AS FOLLOWS:

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EXCEPT THE NORTHERLY 20 FEET THEREOF WITHIN THE BOUNDS OF FALLING LEAF AVENUE.

APN: 8530-013-902, 903, and 904

EXHIBIT "C"

CERTIFICATE OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest in the City of Duarte, a California municipal corporation ("City"), the undersigned hereby certifies the following on behalf of the City:

1. City is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. City's U.S. employer identification number is [REDACTED]; and
3. City's office address is 1600 Huntington Drive, Duarte, California 91010.

City understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete. I further declare that I have authority to sign this document on behalf of City.

"City"

CITY OF DUARTE,
a California municipal corporation

Date: _____, 2018

By: _____
Name: Darrell J. George
Its: City Manager

**AGREEMENT FOR PURCHASE AND SALE
AND ESCROW INSTRUCTIONS**

by and between

CITY OF DUARTE

("CITY")

and

MJW INVESTMENTS, LLC

("BUYER")

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EXHIBIT A	LEGAL DESCRIPTION OF PROPERTY
EXHIBIT B	FORM OF GRANT DEED
EXHIBIT C	CERTIFICATE OF NON-FOREIGN STATUS

SUMMARY REPORT

Agreement for Purchase and Sale and Escrow Instructions

MJW Investments, LLC
and the
City of Duarte

April 24, 2018

OVERVIEW

This report has been prepared in connection with a proposed Agreement for Purchase and Sale and Escrow Instructions ("Agreement") by and between the City of Duarte, a California municipal corporation ("City"), and MJW Investments, LLC, a California limited liability company ("Buyer") (see Exhibit 1). The Agreement facilitates the sale from the City to the Buyer of certain property located at 946, 952, and 962 Huntington Drive (Assessor's Parcel Numbers 8530-013-902, 8530-013-903, and 8530-013-904) (the "Property"), to implement the City's Long Range Property Management Plan, which was previously approved by the Oversight Board of the Successor Agency to the Dissolved Redevelopment Agency of the City and Duarte and by the California Department of Finance.

The Property is comprised of 43,887 square feet spread over Assessor's Parcel Nos. 8530-013- 902, 8530-013-903, and 8530-013-904.

This report has been prepared pursuant to California Government Code section 52201 and presents the following:

- A copy of the proposed sale or lease.
- A summary that describes and specifies all of the following:
 - (i) The cost of the agreement to the city, county, or city and county, including land acquisition costs, clearance costs, relocation costs, the costs of any improvements to be provided by the city, county, or city and county, plus the expected interest on any loans or bonds to finance the agreements.
 - (ii) The estimated value of the interest to be conveyed or leased, determined at the highest and best uses permitted under the general plan or zoning.
 - (iii) The estimated value of the interest to be conveyed or leased, determined at the use and with the conditions, covenants, and development costs required by the sale or lease. The purchase price or present value of the lease payments which the lessor will be required to make during the term of the lease. If the sale price or total rental amount is less than the fair market value of the interest to be conveyed or leased, determined at the highest and best use, then the city, county, or city and county shall provide as part of the summary an explanation of the reasons for the difference.
 - (iv) An explanation of why the sale or lease of the property will assist in the creation of economic opportunity, with reference to all supporting facts and materials relied upon in making this explanation..

These items are detailed below and make reference to the terms of the proposed Agreement, a copy of which is attached to this report. (See Exhibit 1.)

▪ **Cost of the Agreement to the City**

There is no net cost to the Agreement to the City. The Long Range Property Management Plan required that the Successor Agency transfer the Property to the City, and that the City in turn dispose of the Property in accordance with the Long Range Property Management Plan so that the net proceeds of the sale could be distributed to affected taxing agencies. Following those requirements, the City had the property appraised and determined that the full fair market value is seven hundred sixty-seven thousand dollars (\$767,000.00). The City's staff and legal costs from the acquisition, together with escrow, title and other costs required to be borne by the City pursuant to the Agreement, will be recouped by the City from the sale price. The remainder of the sale proceeds will then be distributed to the affected taxing entities, in accordance with both the Long Range Property Management Plan and Resolution No. OB-15-08, which was approved on November 2, 2015 by the Oversight Board of the Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte. Therefore, there will be no net cost of the Agreement to the City.

The City's former redevelopment agency purchased the parcels with redevelopment funds, with the intent of assembling the parcels with certain adjacent property to form a reasonably developable property. In the absence of the assembly, the parcels have a limited value as a result of their irregular shape, which severely limits their potential for development. The parcels were vacant at the time of acquisition and have remained vacant. They were acquired in three separate acquisitions. The parcel at 962 Huntington was acquired in April 2007 for \$766,504; the parcel at 952 Huntington was acquired in August 2008, for \$635,451; and the parcel at 946 Huntington was acquired at a tax default sale for \$7,775.

▪ **Estimated Value of Interest to Be Conveyed**

The estimated value of the interest to be conveyed to the Buyer is the appraised value of seven hundred sixty-seven thousand dollars (\$767,000.00).

▪ **Creation of Economic Opportunity**

The Buyer is in escrow to acquire the adjacent property. This Agreement, which conditions the closing on the Buyer's acquisition of the adjacent property, will result in the consolidation and ownership of multiple underutilized parcels by a single developer for future development of a private development project (the "Project"). The closing under the Agreement will also be conditioned on the Buyer processing a merger or other subdivision of the properties, and obtaining all entitlements for a Project. The Buyer's development of the Project will result in the elimination of existing blighted conditions,

which consist of under-utilized parcels at a key location in the City of Duarte, as well as new development, which will entail the creation of new jobs and economic opportunities within the City.