# MEMORANDUM

**TO:** City Council

**FROM:** City Manager

**DATE:** October 18, 2018

**SUBJECT:** Comments on Agenda Items, Meeting of October 23, 2018

**NOTE**: The Duarte Public Financing Authority is required to hold a minimum of one meeting each year on the fourth Tuesday of October. The annual meeting will be held tonight.

**ITEM 8.A.** A Proclamation will be presented recognizing October as Filipino-American History Month. Duarte residents are encouraged to reflect on the historical, cultural, and social contributions Filipino-Americans have made.

**ITEM 8.B.** A Proclamation will be presented recognizing the week of October 23-31, 2018, as Red Ribbon Week in the City of Duarte. All citizens are encouraged to participate in drug awareness activities, making a visible statement that we are strongly committed to healthy lives. This year's theme is "Life Is Your Journey. Travel Drug Free."

**ITEM 8.C.** A representative from the Los Angeles Economic Development Corporation (LAEDC) will attend the meeting and present the City a certificate of recognition for being nominated as a 2018 "Most Business-Friendly City" finalist.

**ITEM 8.D.** Staff will share with the City Council and community the new "Duarte Is Business Friendly" video.

**ITEM 8.E.** Public Safety Director Brian Villalobos will give an update on all public safety activities.

**ITEM 12.D (Consent).** The City Council will consider a resolution declaring a shelter crisis emergency for the purpose of establishing eligibility for future funding for various forms of homeless housing and services. Adopting an emergency shelter crisis resolution allows the City to apply for special funding such as Homeless Emergency Aid Funds (HEAP) to address homelessness within the City. If granted, HEAP funds may be used to fund elements of the City's joint homeless plan such as rapid re-housing, motel vouchers, and salary costs of the Homeless Coordinator position.

**ITEM 12.E (Consent).** This is a resolution adjusting the hourly rate schedule for compliance with the new minimum wage requirements. As part of a progression of wage hikes, as of January 2019, the minimum wage has increased to $12 per hour. Thus, three of the City's existing part-time positions (College Intern, Recreation Leader, Trail Maintenance Crew) have had their bottom step increased to $12.

**ITEMS 12.F and 12.G (Consent).** These are resolutions implementing the City's 2019 medical insurance contributions for all PERS employees and City Council. Pursuant to the terms of the MOUs, the City will contribute toward the cost of medical insurance indexed to the cost of CalPERS Kaiser premiums. Healthcare premiums will change as of January 1, 2019, and as a result, the contribution needs to be adjusted.

**ITEM 12.H (Consent).** This is the second reading of an ordinance amending the City's zoning map to change the zoning of 30 parcels of land from "Hospital" "Two-Family Residential" and "Multi-Family Residential" to "City of Hope Specific Plan."

**ITEM 12.I (Consent).** This is the second reading of an ordinance adopting the City of Hope Specific Plan, which constitutes the regulatory and policy documents that guide and govern the growth of the City of Hope campus over the next 20-plus years.

**ITEM 12.J (Consent).** This is the second reading of an ordinance approving a Development Agreement between the City and the City of Hope for the development of the City of Hope Campus Plan. The Development Plan is for the long-term growth and build-out of the City of Hope campus and its surrounding areas, including new inpatient, outpatient, and research areas, office uses, and related development, and City of Hope facilities' expansion in proximity to jobs and public transit, and will build upon and enhance the existing hospital and research uses within the City.

**ITEM 12.K (Consent).** This is to award a contract to Hardy & Harper, Inc., in the amount of $27,951.24 for Citywide Removal and Replacement of Asphalt Concrete Pavement.

**ITEM 12.L (Consent).** This is to award a contract to Elecnor Belco Electric, Inc., in the amount of $285,483 for a Traffic Signal Battery Backup System and Pedestrian Head and Push Button Improvements. In addition, the item includes the approval of a budget amendment of $35,483 to the FY 2018-19 budget.

**ITEM 12.M (Consent).** Staff is requesting approval of the Duarte Unified School District Crossing Guard Agreement. The City and DUSD have each contributed 50% of the direct and incidental employment costs associated with the school crossing guard program at the following locations: Royal Oaks Drive at Royal Oaks School; Mt. Olive Drive at Royal Oaks Drive; Buena Vista Street at Kellwil Way; Crestfield Drive at Central Avenue; and Deerlane Drive at Larkhall Avenue.

**ITEM 12.N (Consent).** Staff is requesting approval of the California School of the Arts – San Gabriel Valley Crossing Guard Agreement. The City and CS Arts would each contribute 50% of the direct and incidental employment costs associated with the school crossing guard program at the following locations: Central Avenue at Highland Avenue; and Highland Avenue at CS Arts Driveway.

Respectfully submitted,

Darrell J. George
City Manager

# AGENDA
# DUARTE PUBLIC FINANCING AUTHORITY
# REGULAR MEETING – TUESDAY, OCTOBER 23, 2018
# 7:00 P.M. COUNCIL CHAMBERS
# 1600 Huntington Drive, Duarte, California

1. CALL TO ORDER AND NOTATION OF ANY ABSENCES
2. ADOPTION OF AGENDA
3. APPROVAL OF MINUTES – Meeting of October 24, 2017
4. ORAL COMMUNICATIONS – ITEMS NOT ON THE AGENDA
   *Anyone wishing to speak on an issue that is not on the Agenda, but that is within the subject matter jurisdiction of the Authority may do so at this time. The opportunity to speak is on a first-come first-served basis. Each person may speak once for no more than 3 minutes and there is a maximum of 30 minutes for all Oral Communications. Under the Brown Act, members of the Authority Board and staff can respond only with a brief reply to issues raised in Oral Communications, and no action on such matters may take place at this meeting.*
5. ITEMS FROM BOARD MEMBERS
6. ADJOURNMENT

**ADDRESSING THE FINANCING AUTHORITY:**

If you wish to address the Financing Authority on any item on the Agenda, you should fill out a Speaker Card indicating which item or items on the Agenda you wish to speak about, and hand the card to the City Clerk. You will be called to the Podium when that item is heard by the Authority. If you wish to address the Authority on any item that is not on the Agenda, but that is within the subject matter jurisdiction of the Authority, you may do so under the "Oral Communications" portion of the Agenda. At the podium, before starting your remarks, please state your name and city of residence for the record.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, you should contact the City Manager's office at (626) 357-7931. Notification no later than 1:00 p.m. on the day preceding the meeting will enable the City to make reasonable arrangements to assist your accessibility to this meeting.

The Duarte Public Financing Authority was created in 1988 through a joint powers agreement between the Duarte Redevelopment Agency of the City of Duarte and the City of Duarte. Authorization for the Authority was created by the State through the Marks-Roos Bond Act of 1985. The Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte, a separate public entity, succeeded to the position of the Redevelopment Agency upon dissolution of the Redevelopment Agency on February 1, 2012. The Authority has the ability to purchase and remarket bonds and/or notes sold by the Agency and the City, thereby facilitating public improvements by helping secure lower rates of interest and otherwise reducing financing costs. Members of the Duarte City Council serve as the Authority's Board. The Authority is required to hold a minimum of one meeting each year on the 4th Tuesday of October.

Note: Any documents distributed by the Financing Authority to a majority of the Board less than 72 hours prior to the Authority meeting will be made available for public inspection at City Hall, 1600 Huntington Drive, Duarte, CA 91010, during normal business hours, except such documents that relate to closed session items or which are otherwise exempt from disclosure under applicable law.

# MINUTES

## DUARTE PUBLIC FINANCING AUTHORITY
## REGULAR MEETING – OCTOBER 24, 2017

| | |
|---|---|
| CALL TO ORDER | The Duarte Public Financing Authority met in a regular meeting in the Council Chambers, 1600 Huntington Drive, Duarte, California. Vice Chairperson Fasana called the meeting to order at 8:45 p.m. |
| RECORDATION OF ATTENDANCE | The following were in attendance:<br>PRESENT: Fasana, Paras-Caracci, Reilly, Kang<br>ABSENT: Finlay<br>ADMINISTRATIVE STAFF PRESENT:<br>Executive Director/Secretary George<br>Authority Attorney Cosgrove |
| ADOPTION OF AGENDA | Kang moved, Paras-Caracci seconded to adopt the Agenda, and carried with Finlay absent. |
| APPROVAL OF MINUTES October 25, 2016 | Paras-Caracci moved, Kang seconded to approve the Minutes of October 25, 2016, and carried with Finlay absent. |
| ADJOURNMENT | The meeting was adjourned at 8:47 p.m. |

_____
Chairperson

ATTEST:

_____
Secretary

City of Duarte

# Proclamation

## FILIPINO-AMERICAN HISTORY MONTH

***WHEREAS**, the earliest documented evidence of Filipinos in the continental United States was in October 1587, when mariners called "Luzones Indios" under Spanish command landed in Morro Bay, California; and*

***WHEREAS,** Filipino-Americans have contributed greatly to the economic, intellectual, spiritual, social, cultural, and political vitality of the United States; and*

***WHEREAS**, throughout the Nation's history, Filipino-Americans have served as members of the Armed Forces, stepping forward to help safeguard the values upon which we stand; and*

***WHEREAS,** in 1966, Filipino-American labor leaders Larry Itliong and Philip Vera Cruz, working alongside Cesar Chavez, Gilbert Padilla, and Dolores Huerta, were instrumental in merging the Filipino Agricultural Workers Organizing Committee with the Latino National Farm Workers Association, forming the United Farm Workers of America, the Nation's first enduring and largest farm workers' union; and*

***WHEREAS,** today Filipino-Americans make up one of the largest Asian-American ethnic groups in the United States, and have contributed to the arts, business, health, education, technology, and public service of our communities; and*

***WHEREAS,** Filipino-American History month was established in October 1988 to commemorate the presence of the first Filipinos on U.S. soil, and to recognize the contributions of Filipinos and Filipino-Americans to our history;*

***NOW, THEREFORE, BE IT RESOLVED** that the City of Duarte proclaims October 2018 as FILIPINO-AMERICAN HISTORY MONTH, and encourages all to reflect on the historical, cultural, and social contributions Filipino-Americans have made, and to instill in our youth the importance of education, history, and culture in creating eminent role models and producing exceptional citizens.*

*Mayor John Fasana*

*ATTEST:*

*City Clerk Marla Akana*
*Duarte, California*
*October 9, 2018*

City of Duarte

# Proclamation

## RED RIBBON WEEK 2018

***WHEREAS**, the National Federation of Parents and Californians for Drug Free Youth, Inc., encourage local communities to put forth efforts to combat drug abuse throughout Red Ribbon Week and year-round; and*

***WHEREAS**, Californians for Drug Free Youth, Inc., a Statewide parent and community organization, and the California Department of Alcohol and Drug Programs are co-sponsoring "Red Ribbon Week" from October 23-31, 2018; and*

***WHEREAS**, government agencies, schools, law enforcement, churches, hospitals, businesses, service organizations, and individuals will project their commitment to a drug-free healthy life by wearing red ribbons throughout this week-long campaign; and*

***WHEREAS**, the City of Duarte commits its resources to ensure the success of the Red Ribbon Campaign in cooperation with Duarte Unified School District, Temple Sheriff's Station, local businesses, local service clubs, and all community groups; and*

***WHEREAS**, the City of Duarte adopts "Life Is Your Journey – Travel Drug Free" as our theme for this year's campaign to commit to healthy drug-free lives;*

***NOW, THEREFORE, BE IT RESOLVED** that the City of Duarte hereby proclaims the week of October 23-31, 2018, as RED RIBBON WEEK in the City of Duarte, and encourages all citizens of Duarte to participate in drug awareness activities, making a visible statement that we are strongly committed to healthy lives.*

*Mayor John Fasana*

*ATTEST:*

*City Clerk Marla Akana*
*Duarte, California*

*October 23, 2018*

# AGENDA MEMO

To: City Council

From: Brian Villalobos, Director of Public Safety; Aida Torres, Crime Prevention Specialist,

Subject: Red Ribbon Week 2018

Date: October 23, 2018

The City of Duarte adopts "Life is Your Journey. Travel Drug Free." as this year's national Red Ribbon Week campaign theme.

The Duarte Public Safety Department is coordinating the following events during October 23 - October 31:

**School Events**

All parents of Elementary School students will receive information on the Red Ribbon Week campaign at their schools. Students 1st to 8th grades and school staff will each receive a red ribbon. Each one of Duarte's Elementary Schools will promote a Classroom Poster Contest, Duarte's students 6th to 8th grades will participate in an Art Contest and high school age students will take part in a Red Ribbon Week Essay Contest.

**Red Ribbon Week March - Saturday, October 27**

The Duarte Public Safety Station will kick off Red Ribbon Week by decorating Huntington Drive. Volunteers will decorate all the trees from Mountain Avenue to Encanto Parkway. Duarte Unified School District's Parent University will offer a free parent education workshop from 11:00 a.m. to 12:00 p.m.

This program is a collaborative effort between Duarte Unified School District, City of Hope and Los Angeles County Office of Education and sponsored by Duarte's Prop. 56 Tobacco Law Enforcement Grant program. For more information, please contact Aida Torres at (626) 359-5671 ext. 316.

Saturday, October 27, 2018

## Red Ribbon March

9AM - Open to All

## Parent University

11AM - Free Program

## Duarte Teen Center

1400 Buena Vista St., Duarte, CA 91010

## For more information

please call (626) 359-5671 ext. 316

Se habla español

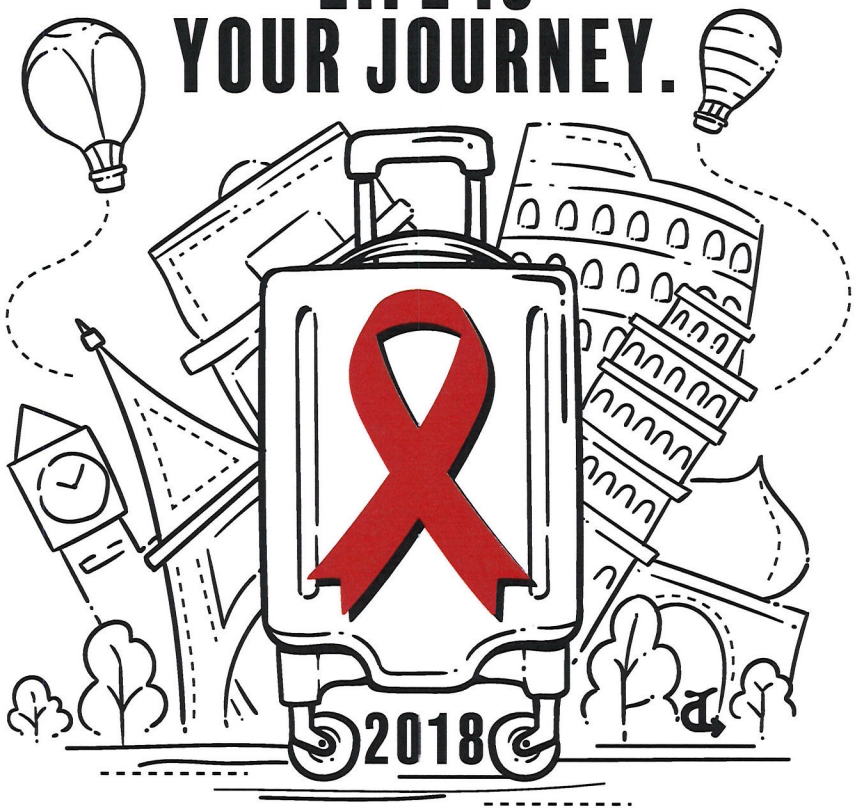
City of Duarte

DUARTE UNIFIED SCHOOL DISTRICT

You are the Advantage

CURO MANAGED PRINT PRODUCTION

# LIFE IS YOUR JOURNEY.




# TRAVEL DRUG FREE.

## DUARTE RED RIBBON WEEK

A Tobacco Law Enforcement Grant Program

# Free Lunch & Shirt

## TO FIRST 100 PARTICIPANTS

# Free Pumpkin

**To First 50 Youths**

www.accessduarte.com

## Duarte Teen Center

**1400 Buena Vista St.**
**Duarte, CA.91010**

# 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 – OCTOBER 9, 2018

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|---|---|
| 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 5:05 p.m. |
| RECORDATION OF ATTENDANCE | The following were in attendance:<br>PRESENT: Finlay (arrived at 5:07 p.m.), Kang (left at 8:09 p.m.), Paras-Caracci, Reilly, Fasana<br>ABSENT: None<br>ADMINISTRATIVE STAFF PRESENT: City Manager George, City Attorney Cosgrove |
| ADOPTION OF AGENDA | Paras-Caracci moved, Reilly seconded to adopt the Agenda, and carried with Finlay not present. |
| WORKSHOP – Duarte Station Specific Plan | A Workshop was held to present information about the Duarte Station Specific Plan, and the development of a state-of-the-art TOD (transit oriented development). The Workshop concluded at 6:38 p.m. City Council reconvened at 7:08 p.m., with all members present. |
| PLEDGE TO THE FLAG | Samantha Martinez led the Pledge of Allegiance to the Flag. |
| MOMENT OF REFLECTION | Reilly provided a moment of reflection. |
| FITNESS/MENTAL WARM-UP | Reilly and Finlay provided the warm-up. |
| SPECIAL ITEMS<br>Mayor's Youth Council update | Samantha Martinez, Mayor's Youth Council, provided an update on recent and upcoming Teen Center events. |
| Recognition – Duarte Route 66 Parade Committee | Nick Zigic, Committee Chair, provided information about the Parade, and thanked sponsors. Mayor Fasana presented certificates to the Duarte Route 66 Parade Committee members for making the "Livin' the Good Life" 2018 Duarte Route 66 Parade a success. Councilmember Kang presented his personal monetary donation to the Parade Committee, and stated perhaps the pilots and owner of the airplane company that did the flyover could be recognized at a future Council Meeting. |
| Proclamation–Filipino-American History Month (Continued) | The Proclamation for Filipino-American History Month was continued to the next meeting. |
| ANNOUNCEMENTS | Jeremy Pascua announced upcoming community events, meetings, and programs in October, November, and December. |

| | |
|---|---|
| | Dan Yrigoyen announced the Duarte High School Band will be hosting the Duarte Field Tournament on November 1. |
| | Sheryl Lefmann, Duarte Chamber of Commerce, announced upcoming events and programs in October and November. |
| | Joanna Gee, Duarte Library, announced upcoming classes, programs, events, workshops, and story times in October. |
| | Irene Bobadilla, Think Together, announced "Lights On After School" event on October 24. |
| ORAL COMMUNICATIONS | The following spoke on items not on the Agenda.<br>Karen Vance – Measure F.<br>Steve Hernandez – Fireworks. |
| CONSENT CALENDAR | Kang moved, Paras-Caracci seconded to approve the Consent Calendar as follows, and carried unanimously.<br>Approve Items A, B, C.<br>Remove Items D, E, F, G, H. |
| ITEMS REMOVED<br>Item D – Management Analyst | George presented a staff report about the item, and answered questions from Councilmembers pertaining to duties, cross-training, and salary rate. |
| ITEM D – APPROVED | Reilly moved, Kang seconded to approve the reclassification of the existing Administrative Assistant position to Management Analyst position in the City Manager's Office, and carried unanimously. |
| Item E – Co-Sponsor request | Reilly stated this is a worthwhile fundraiser. |
| ITEM E – APPROVED | Reilly moved, Fasana seconded to approve the request by the Duarte Historical Society for City co-sponsorship of the Duarte Historical Society and Museum Craft Fair event to be held on December 8, 2018, at Andres Duarte Plaza/Grace Fellowship Church, and carried unanimously. |
| Item F – Kosmont Companies | Hensley presented a staff report about the item. |
| ITEM F – APPROVED | Reilly moved, Fasana seconded to authorize the City Manager to execute a Professional Services Agreement in the amount of $40,000 with Kosmont Companies for consulting services related to development financing, and to approve the associated General Fund budget amendment, and carried unanimously. |
| Item G – MIG, Inc. | Hensley presented a staff report about the item. |
| ITEM G – APPROVED | Reilly moved, Kang seconded to authorize the City Manager to execute a Professional Services Agreement in the amount of $280,380 with MIG, Inc., for the preparation of an amendment to the Duarte Station Specific Plan and associated Supplemental EIR, to approve the associated General Fund budget amendment, and to approve an agreement with MJW Investment |

Group to reimburse the City for consultant costs, and carried unanimously.

Item H – Conference Attendance

Finlay congratulated staff for the City being named a finalist by Los Angeles County Economic Development Corporation in the category of "Most Business-Friendly City."

ITEM H – APPROVED

Finlay moved, Fasana seconded to approve Conference Attendance at the LAEDC Eddy Awards, November 8, 2018, in Los Angeles, and carried unanimously.

PUBLIC HEARING
City of Hope Campus Plan
Zone Change 15-1 (Re-hearing)
Specific Plan (Re-hearing)
Development Agreement

Mayor Fasana announced this was the time and place set for a Public Hearing to consider this item.

Kang stated his wife works for the City of Hope, and inquired about a conflict of interest, and recusing himself. City Attorney Cosgrove requested a brief Recess.

RECESS

Mayor Fasana called a Recess at 8:05 p.m. City Council reconvened at 8:09 p.m. with all members present.

Kang declared a conflict of interest, recused himself, and left the meeting at 8:09 p.m.

Jason Golding, Planning Manager, presented a staff report about the proposed ordinances including background, discussion, Zone Change 15-1 (re-hearing), and Specific Plan (re-hearing).

Cosgrove provided additional information about the certification of the EIR, and findings in each proposed ordinance.

Notice of the hearing was given, the affidavit is on file, and no written communications were received concerning the item.

Mayor Fasana asked if there was anyone in the audience who wished to speak on the matter.

John Reuter, City of Hope Vice President of Facilities and Construction Management, discussed moving the campus plan forward, minor changes, negotiated development agreement, support of staff's recommendation, and appreciation for the long-term partnership with the City, and respectfully requested City Council approval of the item.

It was determined that the proposed ordinance pertaining to the Development Agreement would be considered following the zone change and specific plan items.

Reilly moved, Finlay seconded to close the first portion of the Public Hearing, and carried with Kang absent.

Council Bill 18-O-02
Zone Change 15-1
(First Reading)

Cosgrove read by title Council Bill 18-O-02:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, AMENDING THE CITY OF DUARTE ZONING MAP TO CHANGE THE ZONING OF THIRTY PARCELS OF LAND FROM "HOSPITAL (H),"

"TWO-FAMILY RESIDENTIAL (R-2)," AND "MULTIPLE-FAMILY RESIDENTIAL-HIGH DENSITY (R-4)" TO "CITY OF HOPE SPECIFIC PLAN" (ZONE CHANGE 15-1) (First Reading)

Reilly moved, Finlay seconded to introduce Council Bill 18-O-02 for first reading, and carried by the following Roll Call vote:
AYES: Paras-Caracci, Finlay, Reilly, Fasana
NOES: None
ABSENT: Kang

Council Bill 18-O-03
City of Hope Specific Plan
(First Reading)

Cosgrove read by title Council Bill 18-O-03:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADOPTING THE CITY OF HOPE SPECIFIC PLAN DEFINING PERMITTED USES, REGULATING THE SIZES AND LOCATIONS OF BUILDINGS, SPECIFYING DESIGN GUIDELINES AND DEVELOPMENT STANDARDS, IDENTIFYING PROJECT INFRASTRUCTURE AND SERVICES, AND PROVIDING ADMINISTRATIVE AND IMPLEMENTATION LANGUAGE, FOR THIRTY PARCELS OF LAND GENERALLY BOUNDED BY DUARTE ROAD TO THE NORTH; CINCO ROBLES DRIVE, THE DUARTE FLOOD CONTROL CHANNEL, AND BUENA VISTA STREET TO THE WEST; AND THE SANTA FE FLOOD CONTROL BASIN TO THE EAST AND SOUTH (First Reading)

Reilly moved, Finlay seconded to introduce Council Bill 18-O-03 for first reading, and carried by the following Roll Call vote:
AYES: Paras-Caracci, Finlay, Reilly, Fasana
NOES: None
ABSENT: Kang

Craig Hensley, Community Development Director, presented a staff report about the proposed ordinance pertaining to a Development Agreement between the City of Hope and the City of Duarte, including background, analysis, circulation and parking impact fee, transient occupancy tax, and traffic improvements.

Mayor Fasana re-opened the Public Hearing, and asked if there was anyone in the audience who wished to speak on the matter. There were none.

Mayor Fasana closed the Public Hearing.

Council Bill 18-O-08
Development Agreement
(First Reading)

Cosgrove read by title Council Bill 18-O-08:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE APPROVING AND ADOPTING A DEVELOPMENT AGREEMENT BETWEEN CITY OF HOPE AND THE CITY OF DUARTE, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 65864 ET SEQ., AND CHAPTER 19.148 OF THE DUARTE DEVELOPMENT CODE, FOR DEVELOPMENT OF THE PROPERTY AT 1500 EAST DUARTE ROAD IN THE CITY, IN ACCORDANCE

WITH THE CITY OF HOPE CAMPUS PLAN, A DEVELOPMENT PLAN FOR THE LONG-TERM GROWTH AND BUILD-OUT OF THE CITY OF HOPE CAMPUS AND ITS SURROUNDING AREAS, INCLUDING NEW INPATIENT, OUTPATIENT, AND RESEARCH AREAS, OFFICE USES, AND RELATED DEVELOPMENT, KNOWN AS THE CITY OF HOPE CAMPUS PLAN DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DUARTE AND THE CITY OF HOPE (First Reading)

Finlay moved, Paras-Caracci seconded to authorize staff to make minor clerical changes to the Development Agreement, and to introduce Council Bill 18-O-08 for first reading, and carried by the following Roll Call vote:
AYES: Paras-Caracci, Finlay, Reilly, Fasana
NOES: None
ABSENT: Kang

ITEMS FROM CITY COUNCIL/ CITY MANAGER

COSGROVE: Thanked and complimented the City of Hope on the Campus Plan.

GEORGE: Stated the City of Hope team was very professional and cooperative, and thanked City staff.

PARAS-CARACCI: Congratulated recipients of the Foothill Unity Center Golden Plate Awards, attended the Ruby McKnight Williams event, congratulated ACT-SO participants, inquired about crossing guards at Andres Duarte (Villalobos responded), stated residents notified her that some speed limit signs on Royal Oaks Drive are covered by tree branches/leaves and that cars are speeding on Las Lomas, she hopes the community attends the candidate's forum tomorrow evening, and inquired about a left turn light on Highland at Huntington (Hensley responded).

REILLY: Stated she enjoyed her recent trip, she watched the video of the last Council Meeting, and provided information about Duarte Falcon Booster Club scholarships.

Mayor Fasana inquired of the City Attorney whether Councilmembers can discuss ballot items during the "Items from City Council" portion of the Agenda. Cosgrove stated the "Items from City Council" item is for Councilmembers to report their attendance at events for which they have received payment or per diem.

FINLAY: Stated it was brought to her attention that there is not a stop sign on southbound Bradbury Avenue near Target, it is a massive liability, and asked for an update, inquired about a possible traffic light at Huntington and Encanto, stated a resident notified her about cars parking with extra space between them in the Junipero/Portola/Cabrillo/Third Street area, and inquired about resurfacing/sweeping the bike path (Hensley responded).

FASANA: Attended the senior helper's health event in Arcadia, received a complaint about the appearance of the Big Lots Center (George and Villalobos responded), received an invitation to the Immigration Resource Center in the region, stated the State Department inquired if we would like to become a passport processing center, received information about the 2020 census, and stated if residents would like to report incidents involving homeless persons in parks, they can do so online or through the homeless hotline.

ADJOURNMENT

Fasana moved, Paras-Caracci seconded to adjourn the meeting at 9:00 p.m., in memory of Haamoura Maker and Anita Santarina, and carried with Kang not present.

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Mayor John Fasana

ATTEST:

_____

City Clerk

City of Duarte

# Council Warrant Register by Account
By Fund

Payment Dates 10/10/2018 - 10/23/2018

| Account Number | Vendor Name | Description (Item) | Payment No | Project Key | Amount |
|---|---|---|---|---|---|
| **Fund: 100 - GENERAL FUND** | | | | | |
| 100-1005-7641 | ALHAMBRA EDUCATIONAL FOUND | John Fasana, Barbara Messina Retirement Dinner | 211129 | | 75.00 |
| 100-1005-7641 | MDBAA | John Fasana 26th Scholarship Gala | 211183 | | 65.00 |
| 100-1005-7646 | U.S. BANK | Tzeitel Paras NAACP Awards Dinner 9/27/18 | 128 | | 186.81 |
| 100-1005-7647 | NALEO | Liz Reilly Annual Membership | 211186 | | 100.00 |
| 100-1005-7980 | J & J SPORTS & TROPHIES | CC Margaret Finlay Polo Shirt | 211174 | | 27.38 |
| 100-1010-7610 | MDBAA | Karen Herrera 26th Scholarship Gala | 211183 | | 65.00 |
| 100-1010-7610 | U.S. BANK | Darrell G/K Herrera League Luncheon 9/12/18 | 128 | | 100.00 |
| 100-1010-7610 | U.S. BANK | Darrell George Mtg w/Council Aide Committee | 128 | | 26.30 |
| 100-1010-7610 | U.S. BANK | Darrell George League Mtg Breakfast 9/13/18 | 128 | | 12.58 |
| 100-1010-7610 | U.S. BANK | Darrell George Mtg w/Local Gov't Srvcs Commission | 128 | | 54.26 |
| 100-1010-7610 | U.S. BANK | Darrell George SGVEP Gala Parking 9/8/18 | 128 | | 10.00 |
| 100-1010-7610 | U.S. BANK | Darrell George League Mtg Hotel/Pkg 9/2018 | 128 | | 571.56 |
| 100-1010-7614 | STAPLES ADVANTAGE | Office Supplies | 211194 | | 61.11 |
| 100-1010-7614 | STAPLES ADVANTAGE | Office Supplies | 211194 | | 61.66 |
| 100-1010-7614 | BOTANICA FLORIST | Iliana Garcia Arrangement | 211132 | | 54.75 |
| 100-1010-7614 | U.S. BANK | Darrell George Cellphone Equipment (Best Buy) | 128 | | 32.83 |
| 100-1010-7614 | U.S. BANK | Iliana Garcia Reception Decoration | 128 | | 1.00 |
| 100-1010-7650 | CITY OF MONROVIA | Fuel-City Manager 7/2018 | 211185 | | 258.23 |
| 100-1010-7650 | EXXONMOBIL | Fuel-City Manager 9/2018 | 211167 | | 42.85 |
| 100-1010-7650 | U.S. BANK | Darrell George FasTrak Pass Replenish | 128 | | 40.00 |
| 100-1010-7651 | SAN GABRIEL VALLEY NEWSPAPERS | Legal Advertising 9/2018 (Election Srvcs) | 211189 | | 275.00 |
| 100-1010-7670 | SAN GABRIEL VALLEY NEWSPAPERS | Legal Advertising 9/2018 | 211189 | | 8,392.00 |
| 100-1010-7965 | TOWNSEND PUBLIC AFFAIRS INC | FEMA/CalOES Hazard Mitigation Grant Program | 211198 | | 5,000.00 |
| 100-1010-7980 | CABRERA'S DUARTE | Council Workshop | 211135 | | 374.51 |
| 100-1010-7980 | TRIPEPI SMITH & ASSOCIATES | LA EDC Video 2018 | 211199 | | 500.00 |
| 100-1015-7680 | RUTAN & TUCKER LLP | General City Attorney (Retainer) 5/2018 | 211188 | | 20,301.50 |
| 100-1015-7680 | RUTAN & TUCKER LLP | General City Attorney (Retainer) 6/2018 | 211188 | | 12,007.81 |
| 100-1015-7684 | SILVER & WRIGHT LLP | Code Enforcement Legal 8/2018 (Arberry) | 211192 | | 5,205.33 |
| 100-1015-7684 | SILVER & WRIGHT LLP | Code Enforcement Legal 8/2018 (1001 Las Lomas) | 211192 | | 13,612.60 |
| 100-1015-7684 | SILVER & WRIGHT LLP | Code Enforcement Legal 9/2018 (Arberry) | 211192 | | 8,097.33 |
| 100-1015-7684 | SILVER & WRIGHT LLP | Code Enforcement Legal 9/2018 (1001 Las Lomas) | 211192 | | 7,584.25 |
| 100-1015-7684 | RUTAN & TUCKER LLP | Code Enforcement Legal 5/2018 | 211188 | | 180.00 |
| 100-1015-7686 | RUTAN & TUCKER LLP | Envrionmental/Stormwater Litigation 3/2018 (NPDES) | 211188 | | 55,273.05 |
| 100-1015-7686 | RUTAN & TUCKER LLP | Telecommunications Legal 5/2018 | 211188 | | 64.50 |
| 100-1015-7686 | RUTAN & TUCKER LLP | Environmental/Stormwater Litigation 6/2018 (NPDES) | 211188 | | 22,741.77 |
| 100-1015-7686 | RUTAN & TUCKER LLP | D & Design Legal 5/2018 | 211188 | | 37.50 |
| 100-1015-7686 | RUTAN & TUCKER LLP | Telecommunications 5/18 & 6/18 | 211188 | | 2,558.50 |
| 100-1015-7686 | RUTAN & TUCKER LLP | Environmental/Stormwater Litigation 6/2018 (NPDES) | 211188 | | 14,483.48 |
| 100-1015-7686 | RUTAN & TUCKER LLP | City of Hope Legal 6/2018 | 211188 | 201406-Legal Fees-City of Hope EIR Reim | 128.00 |
| 100-1015-7686 | RUTAN & TUCKER LLP | D & Design Legal 6/2018 | 211188 | | 37.50 |
| 100-1020-7711 | MICHELLE BROWN | Turkey Feast Supplies | 211155 | | 37.67 |
| 100-1020-7712 | U.S. BANK | Hootsuite 9/2/18 - 10/1/18 | 128 | | 14.99 |
| 100-1020-7712 | U.S. BANK | Facebook Ads | 128 | | 26.29 |
| 100-1020-7716 | FSP DESIGNS | Mayor's Prayer Breakfast Banner Date Change | 211169 | | 60.00 |
| 100-1020-7716 | U.S. BANK | 3rd Place Photography Contest Winner (FSP Designs) | 128 | | 16.43 |
| 100-1020-7716 | U.S. BANK | TC Planter Pots (Amazon) | 128 | | 134.91 |
| 100-1020-7716 | U.S. BANK | TC Plants (Home Depot) | 128 | | 144.52 |
| 100-1020-7717 | BOTANICA FLORIST | Rt 66 Parade Bouquet | 211132 | | 49.28 |
| 100-1205-7614 | WALMART COMMUNITY/RFCSLLC | PS Office Supplies | 211201 | | 5.48 |
| 100-1205-7614 | HOME DEPOT CREDIT SERVICES | Office Supplies | 211173 | | 26.23 |
| 100-1205-7615 | U.S. BANK | CERT Cooler & Supplies (Target) | 129 | | 67.88 |
| 100-1205-7650 | ALEX ROMO INC. | Veh 13 Brakes/Smog Inspection | 211151 | | 224.37 |
| 100-1205-7650 | CITY OF MONROVIA | Fuel-Public Safety 7/2018 | 211185 | | 1,207.11 |

| Account Number | Vendor Name | Description (Item) | Payment No | Project Key | Amount |
|---|---|---|---|---|---|
| 100-1205-7650 | SIERRA CHRYSLER DODGE JEEP RA | Veh 24 Anti-Lock Brake Sensor/Steering Column | 211191 | | 1,318.52 |
| 100-1205-7650 | JAN'S TOWING INC | Vehicle 24 Towing | 211175 | | 57.00 |
| 100-1205-7761 | SUPERIOR CT OF CAL CO OF LOS AN | Citation Revenue Tax 9/2018 | 211195 | | 6,117.50 |
| 100-1205-7779 | WALMART COMMUNITY/RFCSLLC | Youth Seal Beach Movie Trip Snacks | 211201 | | 36.95 |
| 100-1205-7779 | U.S. BANK | Youth A-Team Trip 9/6/18 (Ultrazone) | 129 | | 10.00 |
| 100-1205-7779 | U.S. BANK | Youth A-Team Trip Dinner 9/6/18 (Blaze Pizza) | 129 | | 38.05 |
| 100-1205-7779 | U.S. BANK | Youth A-Team Trip 9/6/18 (Ultrazone) | 129 | | 340.00 |
| 100-1205-7779 | U.S. BANK | College Fair Event 9/20/18 (Tropicana Market) | 129 | | 54.99 |
| 100-1205-7779 | U.S. BANK | Youth A-Team Trip 9/13/18 (Ultrazone) | 129 | | 323.00 |
| 100-1205-7779 | U.S. BANK | Youth A-Team Trip Dinner 9/6/18 (Blaze Pizza) | 129 | | 75.77 |
| 100-1205-7779 | U.S. BANK | Youth A-Team Trip Dinner (Blaze Pizza) | 129 | | 149.36 |
| 100-1205-7779 | U.S. BANK | Dodger Stadium Parking (2 Cars) 9/5/18 | 129 | | 30.00 |
| 100-1205-7779 | U.S. BANK | Knott's Scary Farm Tickets 10/14/18 (21 tkts) | 129 | 201914-Youth Programs-Cal VIP | 819.00 |
| 100-1205-7779 | U.S. BANK | Youth A-Team Laser Tag Trip (Ultrazone) | 129 | | 357.00 |
| 100-1205-7781 | CITY OF MONROVIA | Fuel-Sheriff's Dept 7/2018 | 211185 | | 6,095.92 |
| 100-1205-7781 | LOS ANGELES COUNTY SHERIFF'S D | Sheriff Contract 8/2018 | 211180 | | 331,359.01 |
| 100-1205-7980 | WALMART COMMUNITY/RFCSLLC | Rt 66 Parade Help Breakfast | 211201 | | 96.40 |
| 100-1205-7980 | YOLANDA COOPER | Tobacco Ed Campaign Giveaways | 211158 | 201904-Other Exp-Tobacco Grant | 130.00 |
| 100-1205-7980 | BOYS & GIRLS CLUBS OF THE FOOT | Tobacco Education CBO 9/2018 | 211154 | 201904-Other Exp-Tobacco Grant | 4,428.02 |
| 100-1205-7980 | U.S. BANK | Tobacco Products for Display (Classic Smoke Shop) | 129 | 201904-Other Exp-Tobacco Grant | 100.76 |
| 100-1205-7980 | U.S. BANK | Youth A-Team Tobacco Chat 9/13/18 (Blaze Pizza) | 129 | 201904-Other Exp-Tobacco Grant | 111.64 |
| 100-1205-7980 | U.S. BANK | Rt 66 Parade Staff/Volunteer Breakfast | 129 | | 40.00 |
| 100-1205-7980 | U.S. BANK | Tobacco Control Teen Group Dinner 9/15/18 | 129 | 201904-Other Exp-Tobacco Grant | 176.15 |
| 100-1205-7980 | U.S. BANK | Rt 66 Parade Staff/Volunteer Breakfast (Starbucks) | 129 | | 50.85 |
| 100-1205-7980 | U.S. BANK | Interview Panel Staff Lunch (Youngs Gourmet) | 129 | | 28.15 |
| 100-1205-7980 | U.S. BANK | Tobacco Products for Display (Stone Smoke Shop) | 129 | 201904-Other Exp-Tobacco Grant | 17.24 |
| 100-1205-7980 | U.S. BANK | 1001 Las Lomas Debriefing Mtg 9/11/18 (Max's) | 129 | | 107.08 |
| 100-1405-7610 | NICHOLAS BALDWIN | 2018 APA Planning Conference Expenses | 211131 | | 686.61 |
| 100-1405-7610 | JASON GOLDING | 2018 APA Conference Expenses | 211139 | | 690.54 |
| 100-1405-7610 | TERESA RENTERIA | CMP Meeting | 211145 | | 22.56 |
| 100-1405-7614 | STAPLES ADVANTAGE | Office Supplies | 211194 | | 12.35 |
| 100-1405-7650 | CITY OF MONROVIA | Fuel-Cmty Development 7/2018 | 211185 | | 41.20 |
| 100-1405-7690 | PAULA WATSON-GARDNER | Planning Commission Meeting | 211150 | | 50.00 |
| 100-1405-7965 | SAN GABRIEL VALLEY NEWSPAPERS | Legal Advertising 9/2018 (City of Hope) | 211189 | 201406-Prof Serv-City of Hope EIR Reimb | 1,228.00 |
| 100-1405-7975 | TRIPEPI SMITH & ASSOCIATES | LA EDC Video 2018 | 211199 | | 1,440.00 |
| 100-1410-7650 | ALEX ROMO INC. | Veh 11 Brakes/Smog Inspection | 211151 | | 400.50 |
| 100-1410-7650 | ALEX ROMO INC. | Veh 15 Smog Inspection | 211151 | | 35.00 |
| 100-1410-7650 | ALEX ROMO INC. | Veh 18 Smog Inspection | 211151 | | 35.00 |
| 100-1410-7650 | ALEX ROMO INC. | Veh 12 Window Repair/Smog Inspection | 211151 | | 243.32 |
| 100-1410-7650 | ALEX ROMO INC. | Veh 10 Shifter Assembly/Smog/Tires | 211151 | | 1,275.52 |
| 100-1410-7650 | ALEX ROMO INC. | Veh 3 Window Repair | 211151 | | 158.50 |
| 100-1410-7650 | KEN SORENSEN TOP SHOP INC | Veh 18 Seat Repair | 211177 | | 275.00 |
| 100-1410-7650 | CITY OF MONROVIA | Fuel-Field Services 7/2018 | 211185 | | 975.58 |
| 100-1410-7650 | AUTOZONE | Truck 11 Wiper Blades | 211152 | | 39.40 |
| 100-1410-7650 | AUTOZONE | Truck 7 Wiper Blades | 211152 | | 35.02 |
| 100-1410-7650 | AUTOZONE | Truck 12 Window Handle Repair | 211152 | | 9.84 |
| 100-1410-7814 | SUPERIOR PROPERTY SERVICES INC | Citywide Graffiti Removal 9/2018 | 211196 | | 449.00 |
| 100-1410-7887 | HOME DEPOT CREDIT SERVICES | Electrical Repairs RO Park | 211173 | | 174.87 |
| 100-1410-7980 | HOME DEPOT CREDIT SERVICES | RT 66 Sign Plastic Wrap | 211173 | | 48.08 |
| 100-1410-7980 | HOME DEPOT CREDIT SERVICES | Rt 66 Sign Staples and Nail Gun | 211173 | | 45.92 |
| 100-1415-7889 | LANDSCAPE WAREHOUSE INC | Sports Park Irrigation Repair | 211179 | | 521.18 |
| 100-1415-7889 | SITEONE LANDSCAPE SUPPLY HOLD | Sports Field Irrigation Repair | 211193 | | 63.37 |
| 100-1500 | MARILYN MAYS | Advance-Vegas Boxing Show | 211141 | | 150.00 |
| 100-1500 | VICTOR VALENZUELA | Advance-Vegas Boxing Show | 211148 | | 1,650.00 |
| 100-1605-7610 | U.S. BANK | Kelly Barnes Senior Symposium 9/27/18 | 130 | | 35.00 |
| 100-1605-7612 | KIWANIS CLUB OF DUARTE | Marilyn Mays Membership Dues 8/1/18 - 7/31/19 | 211178 | | 360.00 |
| 100-1605-7614 | STAPLES ADVANTAGE | Office Supplies | 211194 | | 61.13 |
| 100-1605-7614 | STAPLES ADVANTAGE | 2019 Calendars/Office Supplies | 211194 | | 80.69 |
| 100-1605-7650 | CITY OF MONROVIA | Fuel-Parks & Rec 7/2018 | 211185 | | 358.82 |
| 100-1605-7693 | DUARTE PIZZA COMPANY | TC/MYC Dinner | 211163 | | 128.28 |

| Account Number | Vendor Name | Description (Item) | Payment No | Project Key | Amount |
|---|---|---|---|---|---|
| 100-1605-7693 | U.S. BANK | TC/MYC Dinner 9/12/18 (Old Spaghetti Factory) | 130 | | 121.55 |
| 100-1605-7730 | DUARTE RECREATION PETTY CASH | Halloween Event Supplies | 211137 | | 35.20 |
| 100-1605-7730 | MAGIC JUMP RENTALS INC | Halloween Howl Game Rental | 211181 | | 2,177.55 |
| 100-1605-7730 | CURO MANAGED PRINT PRODUCTI | Halloween Howl Photo Booth | 211160 | | 447.50 |
| 100-1605-7732 | DOLPHIN RENTS INC | City Picnic Equipment Rental | 211162 | | 13,682.71 |
| 100-1605-7732 | WALMART COMMUNITY/RFCSLLC | City Picnic Supplies | 211201 | | 70.19 |
| 100-1605-7732 | WALMART COMMUNITY/RFCSLLC | City Picnic Supplies | 211201 | | 9.50 |
| 100-1605-7732 | U.S. BANK | Beverage Coolers (Walmart.com) | 130 | | 173.92 |
| 100-1605-7733 | WALMART COMMUNITY/RFCSLLC | SC Community Yard Sale Supplies | 211201 | | 62.61 |
| 100-1605-7733 | WALMART COMMUNITY/RFCSLLC | SC Fall Supplies | 211201 | | 94.00 |
| 100-1605-7733 | RAVEN FIERRO | SC Lunch Time Lounge Entertainment | 211168 | | 175.00 |
| 100-1605-7733 | DUARTE RECREATION PETTY CASH | SC Decorations | 211137 | | 18.62 |
| 100-1605-7733 | DUARTE RECREATION PETTY CASH | SC Event Supplies | 211137 | | 11.58 |
| 100-1605-7733 | DUARTE RECREATION PETTY CASH | SC Luau Pineapple | 211137 | | 11.98 |
| 100-1605-7733 | SMART & FINAL | SC Halloween Favor Candy | 131 | | 61.92 |
| 100-1605-7733 | U.S. BANK | Mobile Whiteboard (Amazon) | 130 | | 199.95 |
| 100-1605-7733 | U.S. BANK | SC Ping Pong Balls (Amazon) | 130 | | 11.60 |
| 100-1605-7733 | U.S. BANK | SC 3-Tier Flyer Holder (Wayfair) | 130 | | 166.43 |
| 100-1605-7733 | U.S. BANK | SC (2) Full Sheet Cakes (Kings Hawaiian Bakery) | 130 | | 259.90 |
| 100-1605-7733 | U.S. BANK | Halloween Decorations (Oriental Trading) | 130 | | 335.94 |
| 100-1605-7735 | WALMART COMMUNITY/RFCSLLC | TC Snack Bar Supplies | 211201 | | 90.96 |
| 100-1605-7735 | WALMART COMMUNITY/RFCSLLC | TC Decorations/Supplies | 211201 | | 329.57 |
| 100-1605-7735 | WALMART COMMUNITY/RFCSLLC | Teen Ctr Supplies | 211201 | | 155.12 |
| 100-1605-7735 | WALMART COMMUNITY/RFCSLLC | TC Snack Bar Supplies | 211201 | | 134.14 |
| 100-1605-7735 | FSP DESIGNS | TC Amazing Family Race Shirts | 211169 | | 398.58 |
| 100-1605-7735 | U.S. BANK | Men's Jogger Sweatpants (Amazon) | 130 | | 310.37 |
| 100-1605-7735 | U.S. BANK | Assorted Color Tissue Paper (Amazon) | 130 | | 23.47 |
| 100-1605-7736 | AGI ACADEMY | Instructor Fee-SC Intro to Computers | 211128 | | 227.50 |
| 100-1605-7738 | DUARTE RECREATION PETTY CASH | TC Excursion Event Parking | 211137 | | 20.00 |
| 100-1605-7741 | WALMART COMMUNITY/RFCSLLC | Youth Sports Supplies | 211201 | | 14.19 |
| 100-1605-7741 | WALMART COMMUNITY/RFCSLLC | Volleyball Supplies | 211201 | | 15.84 |
| 100-1605-7741 | SMART & FINAL | Volleyball Supplies | 131 | | 3.27 |
| 100-1605-7741 | U.S. BANK | Cellphone Case (Amazon) | 130 | | 16.41 |
| 100-1605-7741 | U.S. BANK | Collapsible Measuring Wheel (Amazon) | 130 | | 38.54 |
| 100-1605-7744 | ARANZASU CABALLERO | Teen Nutrition Council | 211134 | | 100.00 |
| 100-1605-7745 | U.S. BANK | TC Boxing Equipment (Amazon) | 130 | | 558.45 |
| 100-1605-7750 | ELITE SCHOOL TRANSIT | TC Magic Mtn Trip 10/26/18 Transportation | 211165 | | 625.00 |
| 100-1605-7980 | DUARTE RECREATION PETTY CASH | Vendor Fair Fee | 211137 | | 5.00 |
| 100-1610-7617 | FULLER ENGINEERING INC | Pool Chemicals | 211170 | | 630.17 |
| 100-1610-7617 | FULLER ENGINEERING INC | Pool Chemicals | 211170 | | 478.73 |
| 100-1610-7618 | MONROVIA LOCK SHOP | Padlocks | 211184 | | 151.11 |
| 100-1610-7618 | MONROVIA LOCK SHOP | Keys | 211184 | | 25.66 |
| 100-1610-7618 | HOME DEPOT CREDIT SERVICES | Building Maintenance Supplies | 211173 | | 3.56 |
| 100-1610-7618 | HOME DEPOT CREDIT SERVICES | Building Maintenance Supplies | 211173 | | 137.62 |
| 100-1610-7618 | HOME DEPOT CREDIT SERVICES | Building Maintenance Supplies | 211173 | | 35.86 |
| 100-1610-7618 | HOME DEPOT CREDIT SERVICES | Building Maintenance Supplies | 211173 | | 570.20 |
| 100-1610-7618 | HOME DEPOT CREDIT SERVICES | Building Maintenance Supplies | 211173 | | 133.97 |
| 100-1610-7618 | HOME DEPOT CREDIT SERVICES | Building Maintenance Supplies | 211173 | | 141.28 |
| 100-1610-7618 | SMART & FINAL | SC Coffee Supplies | 131 | | 230.86 |
| 100-1610-7618 | HOME DEPOT CREDIT SERVICES | Building Maintenance Supplies | 211173 | | 70.18 |
| 100-1610-7618 | HOME DEPOT CREDIT SERVICES | Building Maintenance Supplies | 211173 | | 192.07 |
| 100-1610-7618 | MAINTEX INC | Janitorial Supplies | 211182 | | 1,170.86 |
| 100-1610-7618 | MAINTEX INC | Janitorial Supplies | 211182 | | 486.62 |
| 100-1610-7618 | HOME DEPOT CREDIT SERVICES | Building Maintenance Supplies | 211173 | | 13.10 |
| 100-1610-7618 | HOME DEPOT CREDIT SERVICES | Building Maintenance Supplies | 211173 | | 10.65 |
| 100-1610-7618 | U.S. BANK | Fitness Ctr Stairmaster (Total Body Experts) | 130 | | 3,662.78 |
| 100-1610-7618 | U.S. BANK | Outdoor Dressing Room StoolsHangers (Walmart) | 130 | | 56.33 |
| 100-1610-7618 | U.S. BANK | Whiteboard (Amazon) | 130 | | 199.95 |
| 100-1610-7618 | U.S. BANK | Heavy Duty Ball Bearing Wheel Assembly (Amazon) | 130 | | 41.50 |
| 100-1610-7618 | U.S. BANK | Pool Lift Battery (Pool Supply Unlmited) | 130 | | 239.92 |

| Account Number | Vendor Name | Description (Item) | Payment No | Project Key | Amount |
|---|---|---|---|---|---|
| 100-1610-7618 | HOME DEPOT CREDIT SERVICES | Building Maintenance Supplies | 211173 | | 86.08 |
| 100-1610-7618 | HOME DEPOT CREDIT SERVICES | Refund-Original Receipt # 2372157 | 211173 | | -76.60 |
| 100-1610-7618 | GRAINGER | Lavatory Faucets | 211171 | | 373.88 |
| 100-1610-7618 | GRAINGER | Hand Controller | 211171 | | 224.06 |
| 100-1610-7650 | CITY OF MONROVIA | Fuel-Parks & Rec 7/2018 | 211185 | | 452.99 |
| 100-1610-7652 | POST ALARM SYSTEMS | S Yard Alarm Monitoring 11/1/18 - 11/30/18 | 211187 | | 42.00 |
| 100-1610-7652 | UNITED SITE SERVICES | Encanto Pkwy Toilet Rent 9/16/18 - 10/16/18 | 211200 | | 1,277.46 |
| 100-1610-7652 | EXECUTIVE ELEVATOR INC | SC Elevator Maintenance 9/2018 | 211166 | | 132.00 |
| 100-1610-7652 | U.S. BANK | Field Srvc Mgr/Facility Maint Work Area | 130 | | 2,000.00 |
| 100-1805-7610 | DUARTE PETTY CASH | Transit Workshop Coffee 9/12/18 | 211136 | | 43.20 |
| 100-1805-7610 | DUARTE PETTY CASH | Kristen Petersen Breakfast w/CC Member | 211136 | | 38.21 |
| 100-1805-7614 | STAPLES ADVANTAGE | 2019 Calendars | 211194 | | 39.52 |
| 100-1810-7610 | MICHELLE BROWN | NeoGov Training Conference Expenses | 211133 | | 453.08 |
| 100-1810-7611 | MICHELLE BROWN | Harrassment Training Suppleis | 211155 | | 26.96 |
| 100-1810-7611 | SMART & FINAL | Harrassment Training Drinks/Snacks | 131 | | 106.27 |
| 100-1810-7660 | CALIFORNIA STATE DEPARTMENT O | Fingerprint Apps 9/2018 | 211156 | | 192.00 |
| 100-1810-7660 | CMC LIVESCAN & NOTARY SERVICE | Livescan Services 9/2018 | 211157 | | 115.00 |
| 100-1810-7671 | DUARTE PETTY CASH | Council Aide Interview | 211136 | | 18.76 |
| 100-1810-7980 | DUARTE PETTY CASH | Health Fair Coffee | 211136 | | 50.85 |
| 100-1810-7980 | DUARTE PETTY CASH | Turkey Feast Decorations | 211136 | | 6.67 |
| 100-1815-7821 | THE TECHNOLOGY DEPOT INC | VITA Mgnt 11/2018 | 211197 | | 553.00 |
| 100-1815-7830 | THE TECHNOLOGY DEPOT INC | Telephone Cloud Srvcs 11/2018 | 211197 | | 564.00 |
| 100-1815-7980 | THE TECHNOLOGY DEPOT INC | SD Wan w/Velo Cloud Connect 11/2018 | 211197 | | 567.60 |
| 100-2026 | EDITH VELASCO | Equipment Deposit Refund | 211149 | | 25.00 |
| 100-2026 | HOPE MONTON | Equipment Deposit Refund | 211142 | | 25.00 |
| 100-2120 | JENESSA GARCIA | TC Rent Deposit Refund | 211138 | | 300.00 |
| 100-2120 | SAMUEL KANG | 2018 Election Deposit Refund | 211176 | | 400.00 |
| 100-2120 | PEDRO OROZCO | CC Rent Deposit Refund | 211144 | | 500.00 |
| 100-2120 | LUCILLE BARTELSON | Pool Rent Deposit Refund | 211153 | | 200.00 |
| 100-2120 | MARIA HUERTA | CC Rent Deposit Refund | 211140 | | 500.00 |
| 100-2120 | CORNELIO RUIZ | CC Rent Deposit Refund | 211146 | | 500.00 |
| 100-2120 | MARIA MUNOZ | CC Rent Deposit Refund | 211143 | | 500.00 |
| 100-2121 | DUARTE PETTY CASH | Reimburse NH for TW Retirement Expenses | 211127 | 201950-PassThrought-TW Retirement | 300.00 |
| 100-2121 | DUARTE PETTY CASH | Reimburse TW Retirement | 211127 | 201950-PassThrought-TW Retirement | 70.00 |
| 100-2121 | U.S. BANK | TC Courtyard Stone Fountain (Avilas Stone Inc) | 130 | | 514.18 |
| 100-2121 | U.S. BANK | TC Courtyard Outdoor Bar (Hayneedle) | 130 | | 353.04 |
| 100-2121 | U.S. BANK | TC Courtyard Project Wall Decor (Grocery Outlet) | 130 | | 49.25 |
| 100-2122 | DIVISION OF THE STATE ARCHITECT | Disability Access Fee Q3 2018 | 211161 | | 133.80 |
| 100-4402 | MARIA MUNOZ | CC Rent Overpayment | 211143 | | 50.00 |
| 100-4404 | JENESSA GARCIA | TC Rent TV Refund | 211138 | | 20.00 |
| 100-4904 | ALONG CAME MARY LLC | Refund-Site Plan Design Review | 211130 | | 700.00 |
| | | | | **Fund 100 - GENERAL FUND Total:** | **587,269.05** |

| Account Number | Vendor Name | Description (Item) | Payment No | Project Key | Amount |
|---|---|---|---|---|---|
| **Fund: 220 - GAS TAX FUN** | | | | | |
| 220-2225-8100 | SOUTHERN CALIFORNIA EDISON | Royal Oaks Traffic Signal Line Extension | 211147 | | 388.84 |
| | | | | **Fund 220 - GAS TAX FUN Total:** | **388.84** |

| Account Number | Vendor Name | Description (Item) | Payment No | Project Key | Amount |
|---|---|---|---|---|---|
| **Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND** | | | | | |
| 240-2410-7891 | LANDSCAPE WAREHOUSE INC | Hunt Dr Irrigation Repair | 211179 | | 162.78 |
| 240-2410-7891 | LANDSCAPE WAREHOUSE INC | Hunt Dr Irrigation Repair | 211179 | | 536.45 |
| 240-2410-7906 | WEST COAST ARBORISTS INC | Citywide Tree Trimming | 211202 | | 13,337.00 |
| | | | **Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:** | | **14,036.23** |

| Account Number | Vendor Name | Description (Item) | Payment No | Project Key | Amount |
|---|---|---|---|---|---|
| **Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND** | | | | | |
| 290-2905-7781 | LOS ANGELES COUNTY SHERIFF'S D | Sheriff Contract 8/2018 | 211180 | | 15,000.00 |
| | | | **Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:** | | **15,000.00** |

| Account Number | Vendor Name | Description (Item) | Payment No | Project Key | Amount |
|---|---|---|---|---|---|
| **Fund: 440 - PROPOSITION A TRANSIT FUND** | | | | | |
| 440-4405-7613 | THE SAUCE CREATIVE SERVICES CO | Bus Signs | 211190 | | 215.54 |
| 440-4405-7614 | STAPLES ADVANTAGE | 2019 Calendars | 211194 | | 37.55 |
| 440-4405-7619 | CITY OF MONROVIA | Transit Dept 7/2018 | 211185 | | 9,464.51 |
| 440-4405-7619 | AUTOZONE | Bus Oil/Coolant | 211152 | | 88.63 |
| 440-4405-7619 | AUTOZONE | Bus Oil | 211152 | | 64.57 |
| 440-4405-7636 | HENDERSON'S | Erwin Mendez Uniforms | 211172 | | 65.53 |
| 440-4405-7650 | AUTOZONE | Yard Supplies | 211152 | | 72.86 |
| 440-4405-7650 | AUTOZONE | Yard Supplies | 211152 | | 5.23 |
| 440-4405-7650 | HOME DEPOT CREDIT SERVICES | South Yard Supplies | 211173 | | 20.14 |
| 440-4405-7650 | GRAINGER | Yard Supplies | 211171 | | 78.01 |
| 440-4405-7887 | ALEX ROMO INC. | Veh 33 Smog Inspection | 211151 | | 35.00 |
| 440-4405-7887 | ALEX ROMO INC. | Veh 28 Smog Inspection | 211151 | | 35.00 |
| 440-4405-7887 | CREATIVE BUS SALES | Bus Parts | 211159 | | 160.52 |
| 440-4405-7965 | ELIE FARAH INC | Bus Stop ADA Assessment | 211164 | | 2,000.00 |
| | | | **Fund 440 - PROPOSITION A TRANSIT FUND Total:** | | **12,343.09** |
| | | | **Grand Total:** | | **629,037.21** |

# Report Summary

## Fund Summary

| Fund | Payment Amount |
|---|---|
| 100 - GENERAL FUND | 587,269.05 |
| 220 - GAS TAX FUN | 388.84 |
| 240 - LIGHTING AND LANDSCAPE DISTRICT FUND | 14,036.23 |
| 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND | 15,000.00 |
| 440 - PROPOSITION A TRANSIT FUND | 12,343.09 |
| **Grand Total:** | **629,037.21** |

## Account Summary

| Account Number | Account Name | Payment Amount |
|---|---|---|
| 100-1005-7641 | Travel & Exp - Fasana | 140.00 |
| 100-1005-7646 | Travel & Exp - Paras | 186.81 |
| 100-1005-7647 | Travel & Exp - Reilly | 100.00 |
| 100-1005-7980 | Other Expenses | 27.38 |
| 100-1010-7610 | Travel, Mtgs & Conf | 839.70 |
| 100-1010-7614 | Office Supplies | 211.35 |
| 100-1010-7650 | Vehicle Maintenance | 341.08 |
| 100-1010-7651 | Election Services | 275.00 |
| 100-1010-7670 | Legal Notices | 8,392.00 |
| 100-1010-7965 | Professional Services | 5,000.00 |
| 100-1010-7980 | Other Expenses | 874.51 |
| 100-1015-7680 | City Attorney Legal | 32,309.31 |
| 100-1015-7684 | Code Enforcement Legal | 34,679.51 |
| 100-1015-7686 | Other Legal Services | 95,324.30 |
| 100-1020-7711 | Employee Recognition C | 37.67 |
| 100-1020-7712 | Community Information | 41.28 |
| 100-1020-7716 | Special Community Even | 355.86 |
| 100-1020-7717 | Route 66 Parade | 49.28 |
| 100-1205-7614 | Office Supplies | 31.71 |
| 100-1205-7615 | Emergency Supplies | 67.88 |
| 100-1205-7650 | Vehicle Maintenance | 2,807.00 |
| 100-1205-7761 | Parking Ticket Collect | 6,117.50 |
| 100-1205-7779 | Youth Programs | 2,234.12 |
| 100-1205-7781 | Contract Law Enforceme | 337,454.93 |
| 100-1205-7980 | Other Expenses | 5,286.29 |
| 100-1405-7610 | Travel, Mtgs & Conf | 1,399.71 |
| 100-1405-7614 | Office Supplies | 12.35 |
| 100-1405-7650 | Vehicle Maintenance | 41.20 |
| 100-1405-7690 | Planning Commission | 50.00 |
| 100-1405-7965 | Professional Services | 1,228.00 |
| 100-1405-7975 | Economic Development | 1,440.00 |
| 100-1410-7650 | Vehicle Maintenance | 3,482.68 |
| 100-1410-7814 | Graffiti Removal | 449.00 |
| 100-1410-7887 | Repairs & Replacements | 174.87 |
| 100-1410-7980 | Other Expenses | 94.00 |
| 100-1415-7889 | Repairs-Sports Park | 584.55 |
| 100-1500 | Advances | 1,800.00 |
| 100-1605-7610 | Travel, Mtgs & Conf | 35.00 |
| 100-1605-7612 | Publications and Dues | 360.00 |
| 100-1605-7614 | Office Supplies | 141.82 |
| 100-1605-7650 | Vehicle Maintenance | 358.82 |
| 100-1605-7693 | Youth Council | 249.83 |
| 100-1605-7730 | Special Events | 2,660.25 |
| 100-1605-7732 | City Picnic | 13,936.32 |
| 100-1605-7733 | Senior Center | 1,409.53 |
| 100-1605-7735 | Teen Center | 1,442.21 |
| 100-1605-7736 | Recreation Classes | 227.50 |
| 100-1605-7738 | Teen Excursions | 20.00 |

## Account Summary

| Account Number | Account Name | Payment Amount |
|---|---|---|
| 100-1605-7741 | Sports/Playground Progr | 88.25 |
| 100-1605-7744 | Nutrition Program Costs | 100.00 |
| 100-1605-7745 | Boxing Program | 558.45 |
| 100-1605-7750 | Bus Rentals | 625.00 |
| 100-1605-7980 | Other Expenses | 5.00 |
| 100-1610-7617 | Pool Chemicals | 1,108.90 |
| 100-1610-7618 | Building Supplies | 8,181.50 |
| 100-1610-7650 | Vehicle Maintenance | 452.99 |
| 100-1610-7652 | Building Maint Services | 3,451.46 |
| 100-1805-7610 | Travel, Mtgs & Conf | 81.41 |
| 100-1805-7614 | Office Supplies | 39.52 |
| 100-1810-7610 | Travel, Mtgs & Conf | 453.08 |
| 100-1810-7611 | Training | 133.23 |
| 100-1810-7660 | Other Services | 307.00 |
| 100-1810-7671 | Recruiting Advertisemen | 18.76 |
| 100-1810-7980 | Other Expenses | 57.52 |
| 100-1815-7821 | Personal Computer Supp | 553.00 |
| 100-1815-7830 | Telephones | 564.00 |
| 100-1815-7980 | Other Expenses | 567.60 |
| 100-2026 | EE Equipment Deposit | 50.00 |
| 100-2120 | Refundable Deposits | 2,900.00 |
| 100-2121 | Pass Through Deposits | 1,286.47 |
| 100-2122 | Disability Access & Educ | 133.80 |
| 100-4402 | Community Center Rent | 50.00 |
| 100-4404 | Other Building Rentals | 20.00 |
| 100-4904 | Zoning Fees | 700.00 |
| 220-2225-8100 | Other Capital Improvem | 388.84 |
| 240-2410-7891 | Repairs-Medians | 699.23 |
| 240-2410-7906 | Tree Trim-Citywide | 13,337.00 |
| 290-2905-7781 | Contract Law Enforceme | 15,000.00 |
| 440-4405-7613 | Duplications And Photos | 215.54 |
| 440-4405-7614 | Office Supplies | 37.55 |
| 440-4405-7619 | Fuel And Oil | 9,617.71 |
| 440-4405-7636 | Uniforms | 65.53 |
| 440-4405-7650 | Vehicle Maintenance | 176.24 |
| 440-4405-7887 | Repairs & Replacements | 230.52 |
| 440-4405-7965 | Professional Services | 2,000.00 |
| | **Grand Total:** | **629,037.21** |

## Project Account Summary

| Project Account Key | Payment Amount |
|---|---|
| **None** | 621,528.40 |
| 201406-Legal Fees-City of Hope EIR Reimb | 128.00 |
| 201406-Prof Serv-City of Hope EIR Reimb | 1,228.00 |
| 201904-Other Exp-Tobacco Grant | 4,963.81 |
| 201914-Youth Programs-Cal VIP | 819.00 |
| 201950-PassThrought-TW Retirement | 370.00 |
| **Grand Total:** | **629,037.21** |

City of Duarte

# Council Warrant Register Over $5000

## By Payment Number

Payment Dates 10/10/2018 - 10/23/2018

| Payment Number | Payment Date / Payable Number | Vendor # / Description | Vendor Name | Account Number | Project Account Key | Payment Amount / Item Amount |
|---|---|---|---|---|---|---|
| **130** | **10/11/2018** | **4484** | **U.S. BANK** | | | **9,368.48** |
| | 92518CM | Kelly Barnes Senior Symposium 9/27/ | | 100-1605-7610 | | 35.00 |
| | 92518CM | TC/MYC Dinner 9/12/18 (Old Spaghe | | 100-1605-7693 | | 121.55 |
| | 92518CM | Beverage Coolers (Walmart.com) | | 100-1605-7732 | | 173.92 |
| | 92518CM | SC (2) Full Sheet Cakes (Kings Hawaiia | | 100-1605-7733 | | 259.90 |
| | 92518CM | Mobile Whiteboard (Amazon) | | 100-1605-7733 | | 199.95 |
| | 92518CM | SC Ping Pong Balls (Amazon) | | 100-1605-7733 | | 11.60 |
| | 92518CM | SC 3-Tier Flyer Holder (Wayfair) | | 100-1605-7733 | | 166.43 |
| | 92518CM | Halloween Decorations (Oriental Trad | | 100-1605-7733 | | 335.94 |
| | 92518CM | Men's Jogger Sweatpants (Amazon) | | 100-1605-7735 | | 310.37 |
| | 92518CM | Assorted Color Tissue Paper (Amazon | | 100-1605-7735 | | 23.47 |
| | 92518CM | Collapsible Measuring Wheel (Amazo | | 100-1605-7741 | | 38.54 |
| | 92518CM | Cellphone Case (Amazon) | | 100-1605-7741 | | 16.41 |
| | 92518CM | TC Boxing Equipment (Amazon) | | 100-1605-7745 | | 558.45 |
| | 92518CM | Fitness Ctr Stairmaster (Total Body Ex | | 100-1610-7618 | | 3,662.78 |
| | 92518CM | Heavy Duty Ball Bearing Wheel Asse | | 100-1610-7618 | | 41.50 |
| | 92518CM | Whiteboard (Amazon) | | 100-1610-7618 | | 199.95 |
| | 92518CM | Pool Lift Battery (Pool Supply Unlmite | | 100-1610-7618 | | 239.92 |
| | 92518CM | Outdoor Dressing Room StoolsHange | | 100-1610-7618 | | 56.33 |
| | 92518CM | Field Srvc Mgr/Facility Maint Work Ar | | 100-1610-7652 | | 2,000.00 |
| | 92518CM | TC Courtyard Outdoor Bar (Hayneedl | | 100-2121 | | 353.04 |
| | 92518CM | TC Courtyard Stone Fountain (Avilas S | | 100-2121 | | 514.18 |
| | 92518CM | TC Courtyard Project Wall Decor (Gro | | 100-2121 | | 49.25 |
| **211162** | **10/23/2018** | **1381** | **DOLPHIN RENTS INC** | | | **13,682.71** |
| | 01-191602-18 | City Picnic Equipment Rental | | 100-1605-7732 | | 13,682.71 |
| **211180** | **10/23/2018** | **0056** | **LOS ANGELES COUNTY SHERIFF'S DEPARTMENT** | | | **346,359.01** |
| | 190480CY | Sheriff Contract 8/2018 | | 100-1205-7781 | | 331,359.01 |
| | 190480CY | Sheriff Contract 8/2018 | | 290-2905-7781 | | 15,000.00 |
| **211185** | **10/23/2018** | **0903** | **CITY OF MONROVIA** | | | **18,854.36** |
| | 1900105 | Fuel-City Manager 7/2018 | | 100-1010-7650 | | 258.23 |
| | 1900107 | Fuel-Field Services 7/2018 | | 100-1410-7650 | | 975.58 |
| | 1900108 | Fuel-Parks & Rec 7/2018 | | 100-1605-7650 | | 358.82 |
| | 1900108 | Fuel-Parks & Rec 7/2018 | | 100-1610-7650 | | 452.99 |
| | 1900109 | Fuel-Public Safety 7/2018 | | 100-1205-7650 | | 1,207.11 |
| | 1900110 | Fuel-Cmty Development 7/2018 | | 100-1405-7650 | | 41.20 |
| | 1900111 | Fuel-Sheriff's Dept 7/2018 | | 100-1205-7781 | | 6,095.92 |
| | 1900112 | Transit Dept 7/2018 | | 440-4405-7619 | | 9,464.51 |
| **211188** | **10/23/2018** | **0196** | **RUTAN & TUCKER LLP** | | | **127,813.61** |
| | 806611 | Envrionmental/Stormwater Litigation | | 100-1015-7686 | | 55,273.05 |
| | 811705 | General City Attorney (Retainer) 5/20 | | 100-1015-7680 | | 20,301.50 |
| | 811706 | Code Enforcement Legal 5/2018 | | 100-1015-7684 | | 180.00 |
| | 811707 | Telecommunications Legal 5/2018 | | 100-1015-7686 | | 64.50 |
| | 811712 | Environmental/Stormwater Litigation | | 100-1015-7686 | | 22,741.77 |
| | 812249 | D & Design Legal 5/2018 | | 100-1015-7686 | | 37.50 |
| | 812773 | General City Attorney (Retainer) 6/20 | | 100-1015-7680 | | 12,007.81 |
| | 812774 | Telecommunications 5/18 & 6/18 | | 100-1015-7686 | | 2,558.50 |
| | 812776 | Environmental/Stormwater Litigation | | 100-1015-7686 | | 14,483.48 |
| | 812778 | City of Hope Legal 6/2018 | | 100-1015-7686 | 201406-Legal Fees-City of Hope EIR Reimb | 128.00 |
| | 812782 | D & Design Legal 6/2018 | | 100-1015-7686 | | 37.50 |

| Payment Number | Payment Date / Payable Number | Vendor # / Description | Vendor Name | Account Number | Project Account Key | Payment Amount / Item Amount |
|---|---|---|---|---|---|---|
| **211189** | **10/23/2018** | **0220** | **SAN GABRIEL VALLEY NEWSPAPERS** | | | **9,895.00** |
| | 403633 | Legal Advertising 9/2018 (Election Srv | | 100-1010-7651 | | 275.00 |
| | 403633 | Legal Advertising 9/2018 | | 100-1010-7670 | | 8,392.00 |
| | 403633 | Legal Advertising 9/2018 (City of Hop | | 100-1405-7965 | 201406-Prof Serv-City of Hope EIR Reimb | 1,228.00 |
| **211192** | **10/23/2018** | **5441** | **SILVER & WRIGHT LLP** | | | **34,499.51** |
| | 25007 | Code Enforcement Legal 8/2018 (100 | | 100-1015-7684 | | 13,612.60 |
| | 25007 | Code Enforcement Legal 8/2018 (Arb | | 100-1015-7684 | | 5,205.33 |
| | 25088 | Code Enforcement Legal 9/2018 (100 | | 100-1015-7684 | | 7,584.25 |
| | 25088 | Code Enforcement Legal 9/2018 (Arb | | 100-1015-7684 | | 8,097.33 |
| **211195** | **10/23/2018** | **3661** | **SUPERIOR CT OF CAL CO OF LOS ANGELES** | | | **6,117.50** |
| | 100918 | Citation Revenue Tax 9/2018 | | 100-1205-7761 | | 6,117.50 |
| **211198** | **10/23/2018** | **5339** | **TOWNSEND PUBLIC AFFAIRS INC** | | | **5,000.00** |
| | 14186 | FEMA/CalOES Hazard Mitigation Gran | | 100-1010-7965 | | 5,000.00 |
| **211202** | **10/23/2018** | **1521** | **WEST COAST ARBORISTS INC** | | | **13,337.00** |
| | 140739 | Citywide Tree Trimming | | 240-2410-7906 | | 13,337.00 |
| | | | | | **Payment Total:** | **584,927.18** |

# Report Summary

## Fund Summary

| Fund | Payment Amount |
|---|---|
| 100 - GENERAL FUND | 547,125.67 |
| 240 - LIGHTING AND LANDSCAPE DISTRICT FUND | 13,337.00 |
| 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND | 15,000.00 |
| 440 - PROPOSITION A TRANSIT FUND | 9,464.51 |
| **Grand Total:** | **584,927.18** |

## Account Summary

| Account Number | Account Name | Payment Amount |
|---|---|---|
| 100-1010-7650 | Vehicle Maintenance | 258.23 |
| 100-1010-7651 | Election Services | 275.00 |
| 100-1010-7670 | Legal Notices | 8,392.00 |
| 100-1010-7965 | Professional Services | 5,000.00 |
| 100-1015-7680 | City Attorney Legal | 32,309.31 |
| 100-1015-7684 | Code Enforcement Legal | 34,679.51 |
| 100-1015-7686 | Other Legal Services | 95,324.30 |
| 100-1205-7650 | Vehicle Maintenance | 1,207.11 |
| 100-1205-7761 | Parking Ticket Collect | 6,117.50 |
| 100-1205-7781 | Contract Law Enforceme | 337,454.93 |
| 100-1405-7650 | Vehicle Maintenance | 41.20 |
| 100-1405-7965 | Professional Services | 1,228.00 |
| 100-1410-7650 | Vehicle Maintenance | 975.58 |
| 100-1605-7610 | Travel, Mtgs & Conf | 35.00 |
| 100-1605-7650 | Vehicle Maintenance | 358.82 |
| 100-1605-7693 | Youth Council | 121.55 |
| 100-1605-7732 | City Picnic | 13,856.63 |
| 100-1605-7733 | Senior Center | 973.82 |
| 100-1605-7735 | Teen Center | 333.84 |
| 100-1605-7741 | Sports/Playground Progr | 54.95 |
| 100-1605-7745 | Boxing Program | 558.45 |
| 100-1610-7618 | Building Supplies | 4,200.48 |
| 100-1610-7650 | Vehicle Maintenance | 452.99 |
| 100-1610-7652 | Building Maint Services | 2,000.00 |
| 100-2121 | Pass Through Deposits | 916.47 |
| 240-2410-7906 | Tree Trim-Citywide | 13,337.00 |
| 290-2905-7781 | Contract Law Enforceme | 15,000.00 |
| 440-4405-7619 | Fuel And Oil | 9,464.51 |
| | **Grand Total:** | **584,927.18** |

## Project Account Summary

| Project Account Key | Payment Amount |
|---|---|
| **None** | 583,571.18 |
| 201406-Legal Fees-City of Hope EIR Reimb | 128.00 |
| 201406-Prof Serv-City of Hope EIR Reimb | 1,228.00 |
| **Grand Total:** | **584,927.18** |

**Agenda Memo**
**City Manager's Office**

**To:** Mayor John Fasana and Members of the Duarte City Council
**From:** Karen A. Herrera, Deputy City Manager
**Date:** 10/18/18
**Re:** **SHELTER CRISIS RESOLUTION**

---

**RECOMMENDATION:** That the Duarte City Council, by motion, adopt Resolution 18-R-39 declaring an Emergency Shelter Crisis for the purposes of establishing eligibility for future funding for various forms of homeless housing and services for those unable to find shelter within the City.

**BACKGROUND:** On February 9, 2016, the Los Angeles County Board of Supervisors approved an action plan of 47 interlocking strategies—focusing on six key areas—to combat homelessness. The focus areas include strategies to prevent homelessness, develop and support subsidized housing, increase income, provide case management and services, expand the coordinated entry and priority system and develop affordable housing.

On June 13, 2017, The Los Angeles County Board of Supervisors approved Measure H funding recommendations and, in the same action, allocated $2,000,000 in one-time funding from the County general fund to support the regional homelessness coordination efforts of the councils of governments and homelessness planning efforts of cities. On July 28, 2017, the United Way of Greater Los Angeles (UWGLA) Home for Good Funders Collaborative released a Request for Proposals (RFP) for City Planning Grants to Prevent and Combat Homelessness. The cities of Duarte and Irwindale submitted a joint application and on October 23, 2017, and the cities were awarded $60,000 to create a joint homeless plan. Duarte was the primary grantee for this funding and the cities submitted a joint Homelessness Plan on July 1, 2018.

On August 7, 2018, the State of California released guidelines for the Homeless Emergency Aid Program (HEAP). HEAP funds are one-time funds provided through State budget excess funds. HEAP funds are intended to provide funding to Continuums of Care (COCs) and large cities (LCs) with populations over 330,000, so they may provide immediate emergency assistance to people experiencing homelessness. The City of Duarte is located within the Los Angeles Continuum of Care. The Los Angeles Homeless Services Authority (LAHSA) is the lead agency for the LA Continuum. On September 4, 2018, the LA County Board of Supervisors directed the LAHSA to allocate $3,000,000 in State of California Homeless Emergency Aid Program (HEAP) funds to implement cities homeless plans.

On September 28th, 2018, LAHSA's governing body, the LAHSA Commission, approved an allocation plan that will include at least $3,000,000 in funding for cities to implement their homeless plans. These funds will only be made available for cities that created a Homeless Plan and have submitted a formal Shelter Declaration to LAHSA by October 30, 2018. Note: After the passage of tonight's resolution, Duarte will have satisfied both pre-qualifications.

The LAHSA Commission approved the following uses of funds aligned with the County's Homeless Initiative Strategies:

- A1/A5 Homelessness Prevention
- B3: Rapid Re-Housing

- E7: Strengthen the Coordinated Entry System
- E8: Enhance the Emergency Shelter System

LAHSA also requires that Cities must partner with service providers to seek funds and implement programs with HEAP funds. The City of Duarte will be partnering with the Cities of Azusa, West Covina and Covina on a HEAP grant submittal. By submitting a joint application, the City not only secures a better chance for funding, but is also not limited to a $300,000 maximum grant amount placed on individual City applications. HEAP Applications are due November 7th and the statute associated with the funds mandates that all dollars must be expended by June 30, 2021.

**DISCUSSION:** The State of California requires an Emergency Shelter Resolution by the governing body of any jurisdiction seeking to receive and expend HEAP funds within its boundaries. The State of California Government Code provides for the following:

"Declaration of a shelter crisis" means the proclaimed existence of a situation in which a significant number of persons are without the ability to obtain shelter, resulting in a threat to their health and safety. Upon a declaration of a shelter crisis, the following provisions shall apply during the period of the emergency.

- The City shall be immune from liability for ordinary negligence in the provision of emergency housing. This limitation of liability shall apply to conditions, directly related to, and which would not occur but for, the provision of emergency housing. Liability is not limited for grossly negligent, reckless, or intentional conduct which causes injury.
- The prescription of standards of housing, health, or safety shall be suspended to the extent that strict compliance would prevent or delay the mitigation of the effects of the shelter crisis. City health and safety standards during the housing emergency shall ensure minimal public health and safety.
- The governing body may declare a shelter crisis and may take such action as is necessary to carry out the shelter declaration upon a finding that a significant number of persons within the jurisdiction of the are without the ability to obtain shelter, and that the situation has resulted in a threat to the health and safety of those persons.
- Upon a declaration of a shelter crisis, the City may allow persons unable to obtain housing to occupy designated public facilities during the duration of the state of emergency.

**FISCAL IMPACT:** By adopting an Emergency Shelter Crisis resolution, the City is able to apply for special funding such as Homeless Emergency Aid Funds (HEAP) to address homelessness within the City. If granted, HEAP funds may be used to fund elements of the City's joint homeless plan such as rapid re-housing, motel vouchers, salary costs of homeless coordinator position, etc.

**Attachment A:** Emergency Shelter Declaration Resolution

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DECLARING A SHELTER CRISIS PURSUANT TO SB 850 (CHAPTER 48, STATUTES OF 2018 AND GOVERNMENT CODE SECTION 8698.2)**

**WHEREAS**, California Governor Edmund G. Brown, Jr., and the members of the California Legislature have recognized the urgent and immediate need for funding at the local level to combat homelessness; and

**WHEREAS,** the Governor and Legislature have provided funding to local governments under the Homeless Emergency Aid Program as part of SB 850 and the 2018-19 Budget Act (Chapter 48, Statutes of 2018); and

**WHEREAS**, the Governor and Legislature require jurisdictions seeking an allocation through the Homeless Emergency Aid Program to declare a Shelter Crisis pursuant to Government Code §8698.2; and

**WHEREAS**, the City of Duarte has developed a homelessness plan and undertaken multiple efforts at the local level to combat homelessness; and

**WHEREAS**, the City of Duarte finds that 15 persons within the City of Duarte are homeless and living without shelter; and

**WHEREAS,** the City of Duarte finds that the number of homeless is significant, and these persons are without the ability to obtain shelter; and

**WHEREAS**, the City of Duarte finds that the health and safety of unsheltered persons in the City is threatened by a lack of shelter; and

**WHEREAS**, the City of Duarte affirms Los Angeles County's commitment to combatting homelessness and creating or augmenting a continuum of shelter and service options for those living without shelter in our communities;

**NOW, THEREFORE,** the City Council of the City of Duarte, California, hereby resolves that shelter crisis pursuant to Government Code §8698.2 exists in the City of Duarte, and authorizes the City of Duarte to participate in the Homeless Emergency Aid Program

PASSED, APPROVED, AND ADOPTED this 23rd day of October, 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._____ was adopted by the City Council of the City of Duarte at a regular meeting of said Council held on the 23rd day of October, 2018, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

_____
City Clerk Marla Akana
City of Duarte, California

# MEMORANDUM

**TO:** Darrell J. George, City Manager

**FROM:** Kristen Petersen, Assistant City Manager

**DATE:** October 23, 2018

**SUBJECT: APPROVAL OF RESOLUTION NO. 18-R-40 ADJUSTING THE HOURLY RATE SCHEDULE FOR COMPLIANCE WITH THE NEW MINIMUM WAGE REQUIREMENTS**

---

## Background

In May 2016, the California legislature passed an unprecedented statewide minimum wage hike. By 2023, the minimum wage across California will be $15 an hour. Adjusted for inflation, this will be higher than any statewide minimum wage in U.S. history. As part of this progression of wage hikes, as of January 2019, the minimum wage has increased to $12 per hour. Thus, three of the City's existing part time positions (College Intern, Recreation Leader, Trail Maintenance Crew) have had their bottom step increased to $12.

Attached please find Resolution No.18-R-40 adjusting the hourly rate schedule for 3 part time positions on the City-Wide Salary and Pay Schedule. Please note that the adjusted positions are denoted with (eff. 1/1/2019) .

This wage increase does not require a budget amendment because the increase from the original hourly wage is not substantial given the scale of the entire budget. Please note that the next increase will take place in January 2020 and will increase the minimum wage to $13, impacting six positions. Staff is recommending that all part time salaries be surveyed prior to that time and adjusted as needed to remain competitive in the surrounding job market.

## Recommendation

It is recommended that the City Council approve the attached Resolution No.18-R-40, adjusting the hourly rate schedule for compliance with the new minimum wage requirements as shown on the attached City-Wide Salary and Pay Schedule.

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, ADJUSTING THE HOURLY RATE SCHEDULE FOR COMPLIANCE WITH THE NEW MINIMUM WAGE REQUIREMENTS**

BE IT RESOLVED by the City Council of the City of Duarte, County of Los Angeles, State of California, as follows:

Section 1. The City Council of the City approved and adopted one consolidated and comprehensive publicly available pay schedule, containing all established employee positions and pay rates, in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5.

Section 2. In May 2016, the California legislature passed a statewide minimum wage hike. As of January 2019, the minimum wage has increased to $12.00 per hour. Thus, three of the City's existing part time positions (College Intern, Recreation Leader, Trail Maintenance Crew) wage ranges and steps are hereby adjusted on the attached Citywide Salary and Pay Schedule as Exhibit A.

Section 3. All resolutions, or portions thereof, previously adopted by the City Council and found to be in conflict with the provisions of this resolution are hereby repealed.

Section 4. This resolution will become effective January 1, 2019. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED, AND ADOPTED this 23rd day of October 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. 18-40 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 23rd day of October 2018, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

_____
City Clerk Marla Akana
City of Duarte, California

Exhibit A

**CITY OF DUARTE CITY-WIDE SALARY AND PAY SCHEDULE**

Effective July 1, 2018 unless otherwise stated

**EXECUTIVE**

| POSITION | Hourly | Monthly | Annually |
|---|---|---|---|
| City Councilmember (eff. 11/22/2005) | | $ 550.00 | $ 6,600 |
| City Manager | $ 114.03 | $ 19,766 | $ 237,184 |

**DEPARTMENT HEAD / DIVISION MANAGER - UNREPRESENTED**

| | Step A | | Step B | | Step C | | Step D | | Step E | | Step F | | Step G | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| POSITION | Hourly | Monthly | Hourly | Monthly | Hourly | Monthly | Hourly | Monthly | Hourly | Monthly | Hourly | Monthly | Hourly | Monthly |
| Assistant City Manager | $ 72.73 | $ 12,608 | $ 75.33 | $ 13,057 | $ 77.92 | $ 13,505 | $ 80.49 | $ 13,951 | $ 83.06 | $ 14,398 | $ 85.64 | $ 14,845 | $ 88.23 | $ 15,293 |
| Human Resources Manager | $ 39.97 | $ 6,928 | $ 41.47 | $ 7,189 | $ 42.96 | $ 7,446 | $ 44.44 | $ 7,705 | $ 45.95 | $ 7,964 | $ 47.43 | $ 8,223 | $ 48.93 | $ 8,481 |

**MANAGEMENT & PROFESSIONAL EMPLOYEES - SEIU LOCAL 721**

| | Step A | | Step B | | Step C | | Step D | | Step E | | Step F | | Step G | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| POSITION | Hourly | Monthly | Hourly | Monthly | Hourly | Monthly | Hourly | Monthly | Hourly | Monthly | Hourly | Monthly | Hourly | Monthly |
| Assistant Civil Engineer | $ 36.86 | $ 6,390 | $ 38.04 | $ 6,593 | $ 39.20 | $ 6,794 | $ 40.37 | $ 6,997 | $ 41.53 | $ 7,198 | $ 42.71 | $ 7,404 | $ 43.88 | $ 7,606 |
| Assistant to the City Manager | $ 47.65 | $ 8,260 | $ 49.05 | $ 8,502 | $ 50.44 | $ 8,743 | $ 51.84 | $ 8,986 | $ 53.24 | $ 9,229 | $ 54.65 | $ 9,473 | $ 56.07 | $ 9,719 |
| Associate Civil Engineer | $ 42.13 | $ 7,302 | $ 43.67 | $ 7,570 | $ 45.21 | $ 7,837 | $ 46.77 | $ 8,106 | $ 48.30 | $ 8,372 | $ 49.85 | $ 8,641 | $ 51.40 | $ 8,909 |
| Associate Planner | $ 37.74 | $ 6,542 | $ 39.02 | $ 6,763 | $ 40.30 | $ 6,985 | $ 41.58 | $ 7,207 | $ 42.86 | $ 7,429 | $ 44.15 | $ 7,653 | $ 45.44 | $ 7,876 |
| City Clerk | $ 45.31 | $ 7,854 | $ 46.63 | $ 8,083 | $ 47.94 | $ 8,309 | $ 49.26 | $ 8,538 | $ 50.56 | $ 8,764 | $ 51.88 | $ 8,992 | $ 53.20 | $ 9,222 |
| Deputy City Manager | $ 52.42 | $ 9,087 | $ 53.96 | $ 9,352 | $ 55.49 | $ 9,618 | $ 57.04 | $ 9,885 | $ 58.57 | $ 10,152 | $ 60.12 | $ 10,421 | $ 61.67 | $ 10,690 |
| Director of Community Development | $ 67.46 | $ 11,693 | $ 70.07 | $ 12,145 | $ 72.67 | $ 12,596 | $ 75.28 | $ 13,049 | $ 77.89 | $ 13,500 | $ 80.48 | $ 13,951 | $ 83.10 | $ 14,403 |
| Director of Parks & Recreation | $ 63.93 | $ 11,081 | $ 66.01 | $ 11,443 | $ 68.09 | $ 11,802 | $ 70.17 | $ 12,163 | $ 72.25 | $ 12,524 | $ 74.33 | $ 12,883 | $ 76.41 | $ 13,243 |
| Director of Public Safety Services | $ 63.93 | $ 11,081 | $ 66.01 | $ 11,443 | $ 68.09 | $ 11,802 | $ 70.17 | $ 12,163 | $ 72.25 | $ 12,524 | $ 74.33 | $ 12,883 | $ 76.41 | $ 13,243 |
| Facilities Maintenance Supervisor | $ 33.69 | $ 5,840 | $ 34.98 | $ 6,064 | $ 36.28 | $ 6,289 | $ 37.57 | $ 6,512 | $ 38.86 | $ 6,736 | $ 40.16 | $ 6,961 | $ 41.45 | $ 7,184 |
| Field Services Manager | $ 50.25 | $ 8,710 | $ 51.96 | $ 9,007 | $ 53.66 | $ 9,302 | $ 55.38 | $ 9,598 | $ 57.07 | $ 9,893 | $ 58.79 | $ 10,190 | $ 60.50 | $ 10,485 |
| Financial Services Manager | $ 44.15 | $ 7,653 | $ 45.69 | $ 7,919 | $ 47.22 | $ 8,185 | $ 48.75 | $ 8,450 | $ 50.28 | $ 8,716 | $ 51.82 | $ 8,983 | $ 53.37 | $ 9,251 |
| Information Technology Manager | $ 50.25 | $ 8,710 | $ 51.96 | $ 9,007 | $ 53.66 | $ 9,302 | $ 55.38 | $ 9,598 | $ 57.07 | $ 9,892 | $ 58.78 | $ 10,190 | $ 60.49 | $ 10,485 |
| Planning Manager | $ 53.84 | $ 9,333 | $ 55.56 | $ 9,630 | $ 57.26 | $ 9,925 | $ 58.97 | $ 10,222 | $ 60.69 | $ 10,520 | $ 62.40 | $ 10,816 | $ 64.11 | $ 11,113 |
| Public Safety Manager | $ 39.80 | $ 6,899 | $ 42.37 | $ 7,345 | $ 43.13 | $ 7,475 | $ 44.79 | $ 7,764 | $ 46.45 | $ 8,051 | $ 48.11 | $ 8,338 | $ 49.76 | $ 8,626 |
| Public Works Manager | $ 50.86 | $ 8,815 | $ 52.46 | $ 9,093 | $ 54.06 | $ 9,370 | $ 55.67 | $ 9,649 | $ 57.27 | $ 9,928 | $ 58.88 | $ 10,206 | $ 60.49 | $ 10,485 |
| Recreation Superintendent | $ 44.67 | $ 7,742 | $ 46.24 | $ 8,015 | $ 47.81 | $ 8,287 | $ 49.38 | $ 8,560 | $ 50.96 | $ 8,833 | $ 52.54 | $ 9,106 | $ 54.12 | $ 9,380 |
| Recreation Supervisor | $ 33.69 | $ 5,840 | $ 34.98 | $ 6,064 | $ 36.28 | $ 6,289 | $ 37.57 | $ 6,512 | $ 38.87 | $ 6,737 | $ 40.16 | $ 6,961 | $ 41.45 | $ 7,186 |
| Senior Planner | $ 47.08 | $ 8,160 | $ 48.57 | $ 8,418 | $ 50.06 | $ 8,677 | $ 51.55 | $ 8,935 | $ 53.03 | $ 9,192 | $ 54.52 | $ 9,451 | $ 56.02 | $ 9,709 |
| Transit Supervisor | $ 36.72 | $ 6,364 | $ 38.17 | $ 6,616 | $ 39.65 | $ 6,873 | $ 41.11 | $ 7,125 | $ 42.57 | $ 7,380 | $ 44.05 | $ 7,636 | $ 45.52 | $ 7,889 |

Reso 18-40

## GENERAL EMPLOYEES - SEIU LOCAL 721

| | Step A | | Step B | | Step C | | Step D | | Step E | | Step F | | Step G | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| POSITION | Hourly | Monthly | Hourly | Monthly | Hourly | Monthly | Hourly | Monthly | Hourly | Monthly | Hourly | Monthly | Hourly | Monthly |
| Accountant | $ 31.27 | $ 5,421 | $ 32.42 | $ 5,619 | $ 33.57 | $ 5,819 | $ 34.72 | $ 6,019 | $ 35.89 | $ 6,220 | $ 37.04 | $ 6,421 | $ 38.20 | $ 6,622 |
| Accounting Specialist | $ 27.48 | $ 4,762 | $ 28.41 | $ 4,926 | $ 29.36 | $ 5,089 | $ 30.31 | $ 5,253 | $ 31.24 | $ 5,416 | $ 32.19 | $ 5,580 | $ 33.13 | $ 5,743 |
| Administrative Assistant - City Manager's Office | $ 21.57 | $ 3,738 | $ 22.41 | $ 3,884 | $ 23.25 | $ 4,031 | $ 24.11 | $ 4,178 | $ 24.95 | $ 4,324 | $ 25.79 | $ 4,471 | $ 26.63 | $ 4,617 |
| Administrative Secretary | $ 24.95 | $ 4,323 | $ 25.91 | $ 4,490 | $ 26.87 | $ 4,657 | $ 27.83 | $ 4,822 | $ 28.78 | $ 4,990 | $ 29.73 | $ 5,154 | $ 30.69 | $ 5,320 |
| Assistant Planner | $ 30.04 | $ 5,208 | $ 31.21 | $ 5,410 | $ 32.39 | $ 5,614 | $ 33.57 | $ 5,817 | $ 34.73 | $ 5,917 | $ 35.90 | $ 6,223 | $ 37.08 | $ 6,427 |
| Bus Driver | $ 22.89 | $ 3,969 | $ 23.66 | $ 4,099 | $ 24.41 | $ 4,230 | $ 25.16 | $ 4,360 | $ 25.92 | $ 4,493 | $ 26.68 | $ 4,624 | $ 27.44 | $ 4,756 |
| Civil Engineering Technician | $ 27.04 | $ 4,687 | $ 28.17 | $ 4,882 | $ 29.30 | $ 5,080 | $ 30.42 | $ 5,274 | $ 31.57 | $ 5,471 | $ 32.70 | $ 5,669 | $ 33.83 | $ 5,864 |
| Clerk/Typist Receptionist | $ 20.57 | $ 3,567 | $ 21.32 | $ 3,696 | $ 22.06 | $ 3,824 | $ 22.80 | $ 3,953 | $ 23.55 | $ 4,082 | $ 24.30 | $ 4,211 | $ 25.06 | $ 4,345 |
| Code Compliance / Animal Control Officer | $ 29.21 | $ 5,064 | $ 30.44 | $ 5,275 | $ 31.65 | $ 5,485 | $ 32.87 | $ 5,698 | $ 34.09 | $ 5,909 | $ 35.31 | $ 6,121 | $ 36.52 | $ 6,331 |
| Community Development Technician | $ 24.63 | $ 4,269 | $ 25.51 | $ 4,422 | $ 26.39 | $ 4,575 | $ 27.27 | $ 4,727 | $ 28.15 | $ 4,880 | $ 29.04 | $ 5,032 | $ 29.91 | $ 5,150 |
| Council Aide - City Manager's Office (eff. 7/10/18) | $ 21.06 | $ 3,650 | $ 21.63 | $ 3,750 | $ 22.50 | $ 3,900 | $ 23.37 | $ 4,050 | $ 24.23 | $ 4,200 | $ 25.10 | $ 4,350 | $ 25.96 | $ 4,500 |
| Crime Prevention Specialist | $ 30.27 | $ 5,247 | $ 31.38 | $ 5,440 | $ 32.53 | $ 5,639 | $ 33.69 | $ 5,841 | $ 34.85 | $ 6,041 | $ 36.01 | $ 6,243 | $ 37.17 | $ 6,443 |
| Custodian | $ 20.66 | $ 3,582 | $ 21.45 | $ 3,718 | $ 22.23 | $ 3,854 | $ 23.04 | $ 3,995 | $ 23.83 | $ 4,130 | $ 24.64 | $ 4,270 | $ 25.42 | $ 4,408 |
| Field Services Supervisor | $ 32.36 | $ 5,605 | $ 33.97 | $ 5,888 | $ 35.59 | $ 6,169 | $ 37.20 | $ 6,450 | $ 38.82 | $ 6,730 | $ 40.45 | $ 7,011 | $ 42.07 | $ 7,292 |
| Irrigation Control Technician | $ 24.80 | $ 4,299 | $ 25.75 | $ 4,463 | $ 26.69 | $ 4,627 | $ 27.64 | $ 4,791 | $ 28.60 | $ 4,957 | $ 29.56 | $ 5,123 | $ 30.49 | $ 5,285 |
| Human Resources Specialist | $ 28.46 | $ 4,933 | $ 29.65 | $ 5,140 | $ 30.84 | $ 5,344 | $ 32.03 | $ 5,551 | $ 33.21 | $ 5,756 | $ 34.40 | $ 5,962 | $ 35.59 | $ 6,169 |
| Lead Driver | $ 30.18 | $ 5,231 | $ 31.08 | $ 5,388 | $ 32.02 | $ 5,550 | $ 32.98 | $ 5,716 | $ 33.97 | $ 5,888 | $ 34.99 | $ 6,064 | $ 36.04 | $ 6,246 |
| Maintenance Technician | $ 21.14 | $ 3,664 | $ 22.02 | $ 3,817 | $ 22.90 | $ 3,970 | $ 23.79 | $ 4,122 | $ 24.66 | $ 4,275 | $ 25.55 | $ 4,427 | $ 26.42 | $ 4,581 |
| Management Analyst - City Mgr's Office (eff. 10/9/18) | $ 29.30 | $ 5,079 | $ 30.47 | $ 5,282 | $ 31.69 | $ 5,493 | $ 32.96 | $ 5,713 | $ 34.28 | $ 5,941 | $ 35.65 | $ 6,179 | $ 37.07 | $ 6,426 |
| Outreach Coordinator - Public Safety | $ 24.41 | $ 4,231 | $ 25.33 | $ 4,390 | $ 26.25 | $ 4,551 | $ 27.18 | $ 4,711 | $ 28.11 | $ 4,872 | $ 29.04 | $ 5,034 | $ 29.97 | $ 5,195 |
| Recreation Coordinator | $ 24.41 | $ 4,230 | $ 25.33 | $ 4,390 | $ 26.25 | $ 4,551 | $ 27.18 | $ 4,711 | $ 28.11 | $ 4,872 | $ 29.04 | $ 5,034 | $ 29.97 | $ 5,195 |
| Senior Code Compliance / Animal Control Officer | $ 31.81 | $ 5,513 | $ 33.13 | $ 5,742 | $ 34.44 | $ 5,970 | $ 35.77 | $ 6,201 | $ 37.11 | $ 6,432 | $ 38.44 | $ 6,662 | $ 39.76 | $ 6,892 |
| Senior Custodian | $ 25.08 | $ 4,348 | $ 26.05 | $ 4,514 | $ 27.02 | $ 4,683 | $ 27.99 | $ 4,851 | $ 28.97 | $ 5,021 | $ 29.94 | $ 5,190 | $ 30.92 | $ 5,361 |
| Senior Maintenance Technician | $ 24.80 | $ 4,299 | $ 25.75 | $ 4,463 | $ 26.69 | $ 4,627 | $ 27.64 | $ 4,791 | $ 28.60 | $ 4,957 | $ 29.56 | $ 5,123 | $ 30.49 | $ 5,285 |
| Senior Maintenance Technician *Electrician | $ 26.80 | $ 4,646 | $ 27.61 | $ 4,784 | $ 28.44 | $ 4,929 | $ 29.28 | $ 5,075 | $ 30.17 | $ 5,229 | $ 31.07 | $ 5,385 | $ 32.01 | $ 5,548 |

**PART-TIME HOURLY EMPLOYEES**

| | Hourly Pay Rate | | | | | | |
|---|---|---|---|---|---|---|---|
| **POSITION** | **Step A** | **Step B** | **Step C** | **Step D** | **Step E** | **Step F** | **Step G** |
| Administrative Assistant - City Manager's Office* | $ 21.57 | $ 22.41 | $ 23.25 | $ 24.11 | $ 24.95 | $ 25.79 | $ 26.63 |
| Aerobics Instructor | $ 13.49 | $ 15.42 | $ 17.32 | $ 19.23 | $ 21.16 | $ 23.08 | $ 24.97 |
| Animal Control Officer | $ 16.45 | $ 17.09 | $ 17.72 | $ 18.35 | $ 18.99 | $ 19.62 | $ 20.27 |
| Assistant Boxing Trainer | $ 12.62 | $ 12.96 | $ 13.47 | $ 13.98 | $ 14.33 | $ 15.00 | $ 15.35 |
| Boxing Trainer | $ 19.13 | $ 19.73 | $ 20.61 | $ 21.51 | $ 22.09 | $ 23.27 | $ 23.87 |
| Bus Driver | $ 19.35 | $ 19.99 | $ 20.63 | $ 21.27 | $ 21.91 | $ 22.55 | $ 23.19 |
| Certified Aerobics Instructor | $ 24.30 | $ 25.76 | $ 27.22 | $ 28.66 | $ 30.12 | $ 31.58 | $ 33.03 |
| Clerk/Typist Receptionist* | $ 20.59 | $ 21.32 | $ 22.06 | $ 22.80 | $ 23.55 | $ 24.30 | $ 25.06 |
| College Intern (eff. 1/1/2019) | $ 12.00 | $ 13.20 | $ 14.52 | $ 15.97 | $ 17.57 | $ 19.33 | $ 21.26 |
| Community Services Officer | $ 16.45 | $ 17.08 | $ 17.72 | $ 18.35 | $ 18.99 | $ 19.62 | $ 20.27 |
| Computer Lab Technician | $ 14.40 | $ 14.83 | $ 15.25 | $ 15.68 | $ 16.11 | $ 16.53 | $ 16.96 |
| Crossing Guard | $ 12.10 | | | | | | |
| Custodian | $ 17.47 | $ 18.14 | $ 18.81 | $ 19.49 | $ 20.15 | $ 20.83 | $ 21.49 |
| Fee and Charge Instructor | 70% of Registration Fees | | | | | | |
| Lifeguard | $ 12.11 | $ 12.59 | $ 13.07 | $ 13.55 | $ 14.02 | $ 14.50 | $ 14.98 |
| Lifeguard/Instructor | $ 13.93 | $ 14.41 | $ 14.88 | $ 15.36 | $ 15.83 | $ 16.31 | $ 16.78 |
| Pool Manager | $ 17.94 | $ 18.75 | $ 19.57 | $ 20.38 | $ 21.20 | $ 22.01 | $ 22.84 |
| Recreation Leader (eff. 1/1/2019) | $ 12.00 | $ 13.20 | $ 14.52 | $ 15.97 | $ 17.57 | $ 19.33 | $ 21.26 |
| Recreation Specialist | $ 16.32 | $ 16.83 | $ 17.34 | $ 17.85 | $ 18.36 | $ 18.87 | $ 19.38 |
| Senior Custodian* | $ 25.08 | $ 26.05 | $ 27.02 | $ 27.99 | $ 28.97 | $ 29.94 | $ 30.92 |
| Trail Maintenance Crew (eff. 1/1/2019) | $ 12.00 | $ 13.20 | $ 14.52 | $ 15.97 | $ 17.57 | $ 19.33 | $ 21.26 |

**part time position mirrors hourly rate of full time position*

# ***MEMORANDUM***

**TO:** Honorable Mayor and City Council

**FROM:** Jason Golding, Planning Division Manager

**DATE:** October 23, 2018

**SUBJECT:** Ordinance 18-O-02 and 18-O-03 - Second Reading and Adoption of Ordinances related to City of Hope Campus Plan

---

At its October 9, 2018 meeting, City Council voted unanimously to approve the introduction of the following two ordinances:

1. Ordinance 18-O-02 to change the existing zoning designations and the City's Zoning Map from Hospital (H), Two-Family Residential (R-2), and Multiple-Family Residential-High Density (R-4) to City of Hope Specific Plan (Zone Change 15-1); and
2. Ordinance 18-O-03 to approve the City of Hope Specific Plan, which constitutes the regulatory and policy document that guides and governs the growth of the City of Hope Campus over the next 20+ years.

Staff recommends adoption of the attached Ordinances for second reading. If adopted, Ordinances 18-O-02 and 18-O-03 will become effective 30 days from the date of adoption.

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, AMENDING THE CITY OF DUARTE ZONING MAP TO CHANGE THE ZONING OF THIRTY PARCELS OF LAND FROM "HOSPITAL (H)," "TWO-FAMILY RESIDENTIAL (R-2)," AND "MULTIPLE-FAMILY RESIDENTIAL-HIGH DENSITY (R-4)" TO "CITY OF HOPE SPECIFIC PLAN" (ZONE CHANGE 15-1)**

**WHEREAS**, the City of Hope has proposed a City of Hope Specific Plan ("COHSP"), which provides, *inter alia*, for the planned use and long-term development of the City of Hope Campus for next 20+ years; and

**WHEREAS**, in connection with its COHSP proposal, and in accordance with Chapter 19.142.020 of the Duarte Development Code, the City of Hope has also proposed a Zone Change to amend the City of Duarte Zoning Map as set forth in Exhibit "B" (attached hereto and made a part of this Ordinance), which changes the zoning for the parcels described in the next recital and depicted in Exhibit "A" (attached hereto and made a part of this Ordinance) from "Hospital (H)," "Two-Family Residential (R-2)," and "Multiple-Family Residential-High Density (R-4)" to "City of Hope Specific Plan" ("Zone Change 15-1"); and

**WHEREAS**, the City of Hope project site consists of thirty parcels of land, generally bounded by Duarte Road to the north; Cinco Robles Drive, the Duarte Flood Control Channel, and Buena Vista Street to the west; and the Santa Fe Flood Control Basin to the east and south {APN: 8533-005-009, 8533-005-(027-028), 8533-005-(030-035), 8533-006-(019-021), 8533-006-(031-032), 8533-006-(044-058), and 8533-007-066}; and

**WHEREAS**, on January 16, 2018, the Planning Commission of the City of Duarte ("Planning Commission") held a duly noticed public hearing on Zone Change 15-1 and the related COHSP, General Plan Amendment (G.P.A. 15-1), and Draft Environmental Impact Report ("EIR") for the COHSP (State Clearinghouse No. 2015101047), at which time oral and documentary evidence was introduced along with the written recommendation of the Planning Department of the City of Duarte, and the Planning Commission received public testimony; and

**WHEREAS**, after careful study and the completion of the duly noticed public hearing, the Planning Commission adopted Resolution No. PC 18-2 recommending the City Council approve Zone Change 15-1; and

**WHEREAS**, notices of a public hearing before the City Council on proposed Zone Change 15-1 was given in accordance with applicable law; and

**WHEREAS**, on March 13, 2018, the City Council of the City of Duarte held a duly noticed public hearing on proposed Zone Change 15-1 and the corresponding COHSP, General Plan

Amendment (G.P.A. 15-1), and Final EIR and Mitigation Monitoring and Reporting Program ("MMRP"), Statement of Overriding Considerations and CEQA Findings for the COHSP and its corresponding implementing actions (State Clearinghouse No. 2015101047), at which time oral and documentary evidence was introduced along with the written recommendations of the Planning Commission and Planning Department of the City of Duarte, and the City Council received public testimony; and

**WHEREAS**, on March 13, 2018, the City Council of the City of Duarte approved the corresponding General Plan Amendment (G.P.A. 15-1); and certified the Final EIR and Mitigation Monitoring and Reporting Program ("MMRP"), Statement of Overriding Considerations and CEQA Findings for the COHSP and its corresponding implementing actions (State Clearinghouse No. 2015101047); and introduced both Zone Change 15-1 and the corresponding COHSP; and

**WHEREAS**, a second reading of the ordinances (Zone Change 15-1 and COHSP) was delayed allowing the City of Irwindale to conduct public hearings before their Planning Commission and City Council. On May 9, 2018, the Irwindale City Council, with a recommendation from their Planning Commission, adopted by both by resolution and ordinance the Final EIR, Mitigation Monitoring and Reporting Program, Findings of Fact and Statement of Overriding Considerations; a General Plan Amendment; Zone Change; and an amended City of Hope Specific Plan that contained revisions informative and procedural in nature; and

**WHEREAS**, on October 9, 2018, the City Council of the City of Duarte held a duly noticed public hearing on the proposed Zone Change 15-1 and the corresponding revised COHSP, at which time oral and documentary evidence was introduced along with the written recommendations of the Planning Commission and Planning Department of the City of Duarte, and the City Council received public testimony; and

**WHEREAS**, at the public hearings, the City Council received and independently considered the staff report and all of the information, evidence, and testimony presented in connection with the foregoing.

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

Section 1. The Recitals above are true and correct and incorporated herein by this reference.

Section 2. Attached hereto as Exhibit "A" is a map entitled "Existing Zoning" which depicts the properties zoning designations proposed to be changed by Zone Change 15-1, and which map is incorporated herein by this reference.

Section 3. Attached hereto as Exhibit "B" is a map entitled "Subject Properties," which depicts the properties to be designated as the "City of Hope Specific Plan Zone" by Zone Change 15-1, and which map is incorporated herein by this reference.

Section 4. Based upon substantial evidence presented to the City Council during the public hearing, including written staff reports and verbal testimony, the City Council hereby finds and determines:

1. Zone Change 15-1 is internally consistent with the General Plan and any applicable specific plan. The Land Use Element of the General Plan promotes several goals that support the adoption of the COHSP and associated entitlements. Land Use Element Goal 2 seeks compatible and harmonious land use by providing a mix of uses consistent with projected future social, environmental and economic conditions. Land Use Element Goal 3 provides policy direction to provide unique areas to better serve the needs of Duarte residents and businesses. If adopted, the proposed Zone Change would implement the proposed COHSP, which implements goals set forth in the General Plan, and which provides standards and guidelines for the development of the campus over several decades, addresses sustainable practices both on and off-campus, promotes compatibility with surrounding areas, and provides a unique and flexible regulatory document that facilitates Campus growth and recognizes connections with the greater community.

2. Zone Change 15-1 will not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The purpose of the proposed Zone Change is to implement the COHSP, which provides a comprehensive framework for the long-term growth and development of the entire Campus, provides clarity in processes and in the coordination between City of Hope and multiple jurisdictions, and strengthens the relationship between City of Hope and its neighbors. If adopted, the proposed COHSP would define permitted uses, regulate the sizes and locations of buildings, specify design guidelines and development standards, address mobility and connectivity topics, identify project infrastructure and services, and provide administrative and implementation language for the entire Campus of approximately 116 acres.

3. Zone Change 15-1 is internally consistent with other applicable provisions of this Development Code.

4. The properties affected by Zone Change 15-1 are physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and are served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate. The proposed use(s) and/or development authorized by Zone Change 15-1 will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. The City studied the physical suitability of the Campus and adjacent environs as part of the preparation for the COHSP and associated Final EIR.

5. Zone Change 15-1 and the adoption thereof complies with Government Code Sections 65853 - 65857.

Section 5. The City Council hereby accepts the recommendation of the Planning Commission to adopt Zone Change 15-1.

Section 6. Based upon the substantial evidence and testimony received at public hearing and the findings and conclusions set forth hereinabove, the City Council hereby adopts Zone Change 15-1. The City Council hereby ratifies and approves any and all actions taken by the staff, departments, and commissions of the City of Duarte prior to the adoption of this Ordinance for the preparation, review, and consideration of Zone Change 15-1.

Section 7. The City Council finds and determines that the adoption of Zone Change 15-1 is in compliance with the California Environmental Quality Act pursuant to Public Resources Code Section 21000 *et seq.* ("CEQA"), and State regulations in Title 14 of the California Code of Regulations, Section 15000 *et seq.* ("CEQA Guidelines") because a Final EIR, MMRP, and Findings of Fact and Statement of Overriding Considerations for the COHSP and its implementing actions (which include Zone Change 15-1) have been certified by the City Council prior to the City Council's action on Zone Change 15-1.

Section 8. This Ordinance shall not be codified but shall amend the City's Official Zoning Map as set forth in Exhibit "B" attached hereto.

Section 9. If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this Ordinance is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council herby declares that it would have adopted this Ordinance and each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end the provisions of this Ordinance are declared to be severable.

Section 10. This Ordinance shall take effect thirty (30) days after its adoption. The City Clerk shall certify to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner provided for in the Duarte Municipal Code.

PASSED, APPROVED, AND ADOPTED after second reading at a regular meeting of the City Council of the City of Duarte 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:

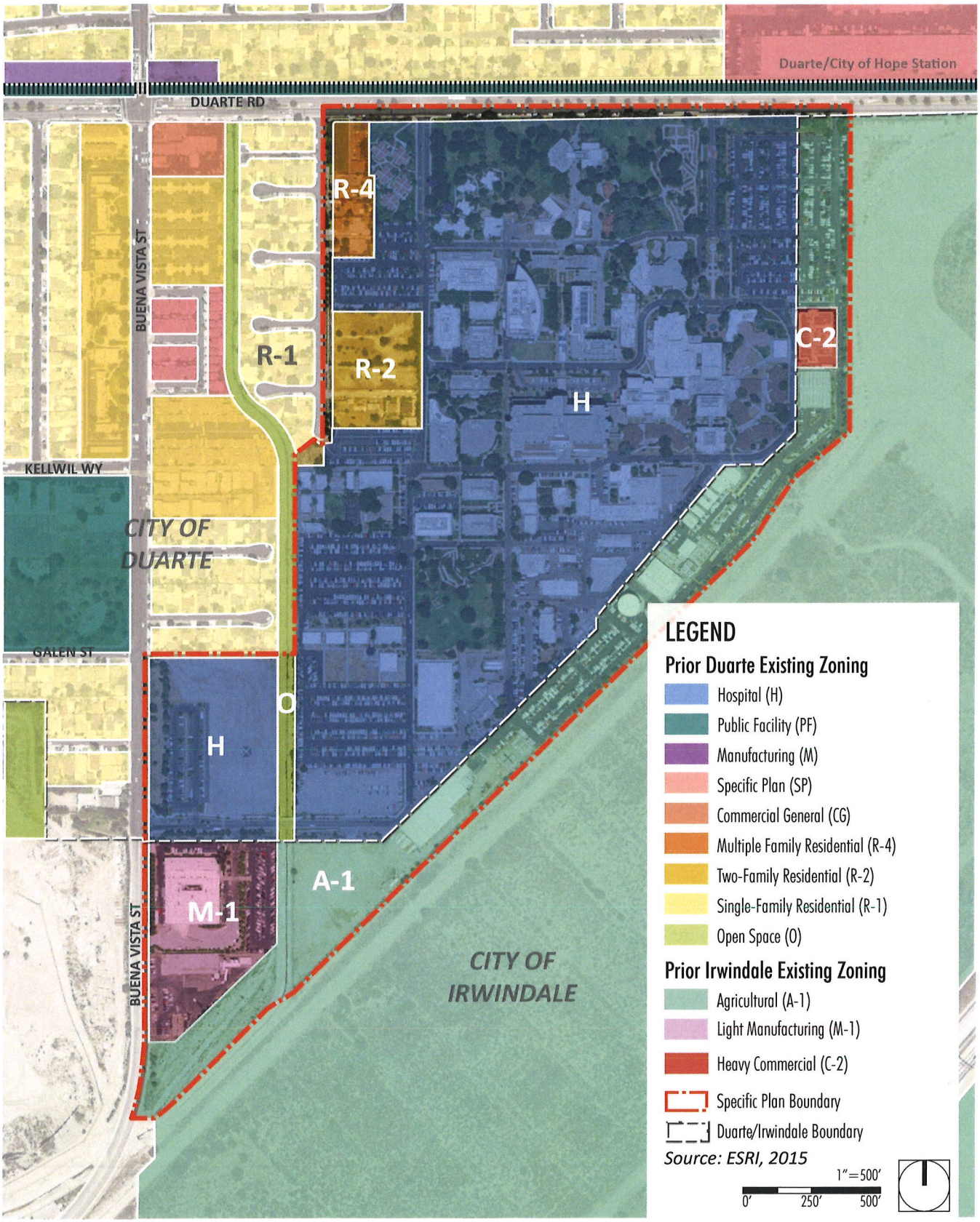
ABSENT: Councilmembers:

_____
City Clerk Marla Akana
City of Duarte, California

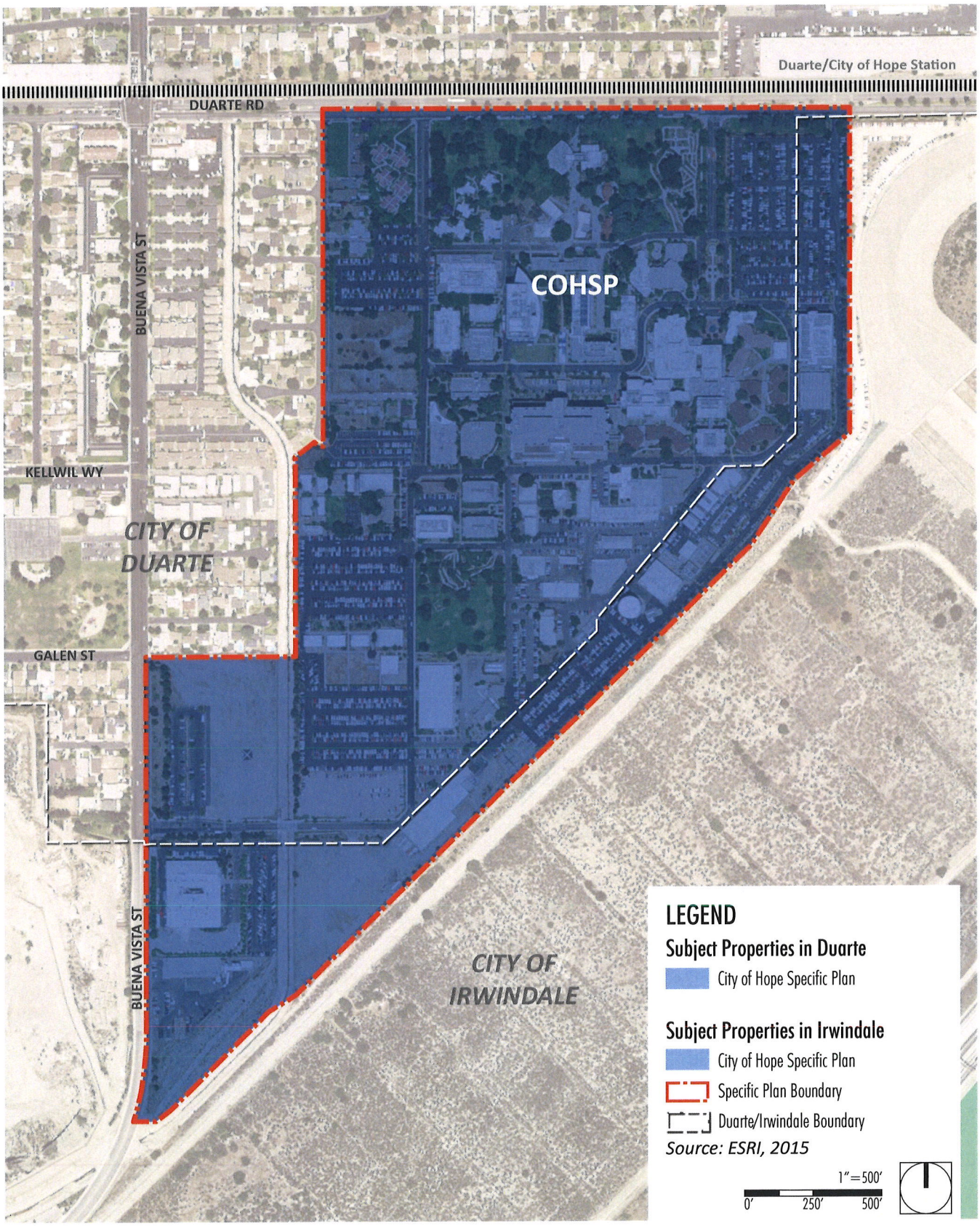
Attachments:

- Exhibit "A" – Existing Zoning map
- Exhibit "B" – Subject Properties map

## EXHIBIT A: EXISTING ZONING



## EXHIBIT B: SUBJECT PROPERTIES



# ***MEMORANDUM***

**TO:** Honorable Mayor and City Council

**FROM:** Jason Golding, Planning Division Manager

**DATE:** October 23, 2018

**SUBJECT:** Ordinance 18-O-02 and 18-O-03 - Second Reading and Adoption of Ordinances related to City of Hope Campus Plan

---

At its October 9, 2018 meeting, City Council voted unanimously to approve the introduction of the following two ordinances:

1. Ordinance 18-O-02 to change the existing zoning designations and the City's Zoning Map from Hospital (H), Two-Family Residential (R-2), and Multiple-Family Residential-High Density (R-4) to City of Hope Specific Plan (Zone Change 15-1); and
2. Ordinance 18-O-03 to approve the City of Hope Specific Plan, which constitutes the regulatory and policy document that guides and governs the growth of the City of Hope Campus over the next 20+ years.

Staff recommends adoption of the attached Ordinances for second reading. If adopted, Ordinances 18-O-02 and 18-O-03 will become effective 30 days from the date of adoption.

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADOPTING THE CITY OF HOPE SPECIFIC PLAN DEFINING PERMITTED USES, REGULATING THE SIZES AND LOCATIONS OF BUILDINGS, SPECIFYING DESIGN GUIDELINES AND DEVELOPMENT STANDARDS, IDENTIFYING PROJECT INFRASTRUCTURE AND SERVICES, AND PROVIDING ADMINISTRATIVE AND IMPLEMENTATION LANGUAGE, FOR THIRTY PARCELS OF LAND GENERALLY BOUNDED BY DUARTE ROAD TO THE NORTH; CINCO ROBLES DRIVE, THE DUARTE FLOOD CONTROL CHANNEL, AND BUENA VISTA STREET TO THE WEST; AND THE SANTA FE FLOOD CONTROL BASIN TO THE EAST AND SOUTH**

**WHEREAS**, Chapter 19.150 of the Duarte Development Code provides a process for preparing, processing, reviewing, adopting, and amending specific plans in compliance with Government Code Section 65450 et seq. or as that section may be amended or replaced from time to time; and

**WHEREAS**, the City of Hope has proposed a City of Hope Specific Plan ("COHSP"), which provides, *inter alia*, for the planned use and long-term development of the City of Hope Campus for next 20+ years; and

**WHEREAS**, the project location for the COHSP is generally bounded by Duarte Road to the north; Cinco Robles Drive, the Duarte Flood Control Channel, and Buena Vista Street to the west; and the Santa Fe Flood Control Basin to the east and south; and includes thirty parcels in the City of Duarte {APN: 8533-005-009, 8533-005-(027-028), 8533-005-(030-035), 8533-006-(019-021), 8533-006-(031-032), 8533-006-(044-058), and 8533-007-066}; and

**WHEREAS**, on January 16, 2018, the Planning Commission held a duly noticed public hearing on the proposed COHSP and corresponding General Plan Amendment (G.P.A. 15-1), Zone Change (ZC 15-1), and Draft Environmental Impact Report ("EIR") for the COHSP (State Clearinghouse No. 2015101047), at which time oral and documentary evidence was introduced along with the written recommendation of the Planning Department of the City of Duarte, and the Planning Commission received public testimony; and

**WHEREAS**, after careful study and the completion of the duly noticed public hearings, the Planning Commission adopted Resolution No. PC 18-3 recommending the City Council approve and adopt the COHSP; and

**WHEREAS**, notices of a public hearing before the City Council on the proposed COHSP adoption, was given in accordance with applicable law; and

**WHEREAS**, a copy of the proposed COHSP as presented to the City Council is on file with the Community Development Department at City Hall, 1600 Huntington Drive, Duarte, California 91010, additional printed copies are also posted at the Duarte Public Library and the City of Duarte Public Safety Office, and an electronic copy is provided on the City's website; and

**WHEREAS**, on March 13, 2018, the City Council of the City of Duarte held a duly noticed public hearing on the proposed COHSP and corresponding General Plan Amendment (G.P.A. 15-1), Zone Change (ZC 15-1), and Final EIR and Mitigation Monitoring and Reporting Program ("MMRP"), Statement of Overriding Considerations and CEQA Findings for the COHSP and its corresponding implementing actions (State Clearinghouse No. 2015101047, at which time oral and documentary evidence was introduced along with the written recommendations of the Planning Commission and Planning Department of the City of Duarte, and the City Council received public testimony.

**WHEREAS**, on March 13, 2018, the City Council of the City of Duarte approved the corresponding General Plan Amendment (G.P.A. 15-1); and certified the Final EIR and Mitigation Monitoring and Reporting Program ("MMRP"), Statement of Overriding Considerations and CEQA Findings for the COHSP and its corresponding implementing actions (State Clearinghouse No. 2015101047); and introduced both the COHSP and the corresponding Zone Change 15-1; and

**WHEREAS**, a second reading of the ordinances (COHSP and Zone Change 15-1) was delayed allowing the City of Irwindale to conduct public hearings before their Planning Commission and City Council. On May 9, 2018, the Irwindale City Council, with a recommendation from their Planning Commission, adopted by both by resolution and ordinance the Final EIR, Mitigation Monitoring and Reporting Program, Findings of Fact and Statement of Overriding Considerations; a General Plan Amendment; Zone Change; and an amended City of Hope Specific Plan that contained revisions informative and procedural in nature; and

**WHEREAS**, on October 9, 2018, the City Council of the City of Duarte held a duly noticed public hearing on the revised COHSP and the corresponding Zone Change 15-1, at which time oral and documentary evidence was introduced along with the written recommendations of the Planning Commission and Planning Department of the City of Duarte, and the City Council received public testimony; and

**WHEREAS**, the City Council has considered the proposed COHSP; and

**WHEREAS**, the City Council has considered the staff report and all of the information, evidence, and testimony received at the public hearing.

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

Section 1. The Recitals above are true and correct and incorporated herein by this reference.

Section 2. Based upon substantial evidence presented to the City Council during the public hearing, including written staff reports and verbal testimony, the City Council hereby finds and determines:

1. The proposed COHSP is in the best interests and welfare of the City and its residents. The proposed COHSP provides a comprehensive framework for the long-term growth and development of the entire Campus, provides clarity in processes and in the coordination between City of Hope and multiple jurisdictions, and strengthens the relationship between City of Hope and its neighbors.

3. The proposed COHSP is consistent with the City's General Plan. The Land Use Element of the General Plan promotes several goals that support the adoption of the COHSP and associated entitlements. Land Use Element Goal 2 seeks compatible and harmonious land use by providing a mix of uses consistent with projected future social, environmental and economic conditions. Land Use Element Goal 3 provides policy direction to provide unique areas to better serve the needs of Duarte residents and businesses. If adopted, the proposed City of Hope Specific Plan, which implements goals set forth in the General Plan, would provide standards and guidelines for the development of the campus over several decades, address sustainable practices both on and off-campus, promote compatibility with surrounding areas, and provide a unique and flexible regulatory document that facilitates Campus growth and recognizes connections with the greater community.

4. The COHSP and the adoption thereof complies with Government Code Section 65450 et seq.

Section 3. The City Council hereby accepts the recommendation of the Planning Commission to adopt the COHSP.

Section 4. Based upon the substantial evidence and testimony received at public hearing and the findings and conclusions set forth hereinabove, the City Council hereby adopts the COHSP, on file with the Community Development Department and as presented to the City Council at the time of the adoption of this Ordinance, and the City Council hereby ratifies and approves any and all actions taken by the staff, departments, and commissions of the City of Duarte prior to the adoption of this Ordinance for the preparation, review, and consideration of the COHSP.

Section 5. The City Council finds and determines that the adoption of the COHSP is in compliance with the California Environmental Quality Act pursuant to Public Resources Code Section 21000 *et seq.* ("CEQA"), and State regulations in Title 14 of the California Code of Regulations, Section 15000 *et seq.* ("CEQA Guidelines") because a Final EIR, MMRP, and Findings of Fact and Statement of Overriding Considerations for the COHSP and its implementing actions have been prepared and circulated for public review and comment, and have been certified by the City Council prior to the City Council's action on the COHSP.

Section 6. If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this Ordinance is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or

effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council herby declares that it would have adopted this Ordinance and each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end the provisions of this Ordinance are declared to be severable.

Section 7. This Ordinance shall take effect thirty (30) days after its adoption. The City Clerk shall certify to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner provided for in the Duarte Municipal Code.

PASSED, APPROVED, AND ADOPTED after second reading at a regular meeting of the City Council of the City of Duarte 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

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE APPROVING AND ADOPTING A DEVELOPMENT AGREEMENT BETWEEN CITY OF HOPE AND THE CITY OF DUARTE, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 65864 ET SEQ., AND CHAPTER 19.148 OF THE DUARTE DEVELOPMENT CODE, FOR DEVELOPMENT OF THE PROPERTY AT 1500 EAST DUARTE ROAD IN THE CITY, IN ACCORDANCE WITH THE CITY OF HOPE CAMPUS PLAN, A DEVELOPMENT PLAN FOR THE LONG-TERM GROWTH AND BUILD-OUT OF THE CITY OF HOPE CAMPUS AND ITS SURROUNDING AREAS, INCLUDING NEW INPATIENT, OUTPATIENT, AND RESEARCH AREAS, OFFICE USES, AND RELATED DEVELOPMENT, KNOWN AS THE CITY OF HOPE CAMPUS PLAN DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DUARTE AND THE CITY OF HOPE**

**WHEREAS,** Chapter 19.148 of the Duarte Development Code provides a process for preparing, processing, reviewing, adopting, and amending Development Agreements in compliance with Government Code Section 65864 et seq. or as that section may be amended or replaced from time to time; and

**WHEREAS,** the City of Duarte and City of Hope recognize that the expansion, modernization, and development of City of Hope's property, located at 1500 East Duarte Road in the City (the "Property"), will contribute to the improvement of the City; and

**WHEREAS,** a development plan for the long-term growth and build-out of the City of Hope campus and its surrounding areas, including new inpatient, outpatient, and research areas, office uses, and related development, known as the City of Hope Campus Plan, proposes City of Hope facilities' expansion in proximity to jobs and public transit, and will build upon and enhance the existing hospital and research uses within the City; and

**WHEREAS,** this Development Agreement is requested by the Property Owner in order that the Project will enjoy certainty in its development entitlement approvals regarding density, and applicable rules, regulations, ordinances or policies; and

**WHEREAS,** the implementation of the Project Approvals as defined in the Development Agreement and related actions will allow further development of the Project consistent with the Project objectives; and

**WHEREAS,** Planning Commission reviewed the Development Agreement at a public hearing held September 17, 2018, and took public comment thereon, and as a result of such hearing, recommended to the City Council approval of the Development Agreement; and

**WHEREAS,** a copy of the proposed Development Agreement is and has been available for public review at City Hall, and a public notice was duly published in print and posted at the Duarte Public Library and the City of Duarte Public Safety Office; and

**NOW THEREFORE, IN LIGHT OF ALL OF THE FOREGOING, DOES HEREBY ORDAIN AS FOLLOWS: AS FOLLOWS:**

**SECTION 1.** All the facts set forth in the Recitals of this Resolution are true and correct and incorporated herein by this reference.

**SECTION 2.** The City Council finds and determines as follows, findings for Development Agreements, as set forth in DDC Section 19.148.050.B:

1. The Development Agreement provides clear and substantial benefit to the residents of the City;

   The Development Agreement provides several benefits to the City including promoting the development of the City of Hope campus area in accordance with the City of Hope Specific Plan. That plan charts the long term growth for one of the City's leading non-profit businesses, and a leader worldwide in advanced cancer and other medical treatments. The City of Hope is one of the most accomplished and distinctive of the City's many fine corporate citizens, and its success does now, and in the future will continue to, redound to the City's benefit in publicity, prestige, and access to premier health care services. In addition, the Development Agreement provides to the City benefit of funding for circulation and transportation improvements in the City, and establishes procedures for the collection of revenue from transient occupancy on the campus. These revenues provide the ability to address and fund projects for circulation and other improvements to respond to the impacts created by anticipated future development, both from the Project, and elsewhere.

2. The Development Agreement is consistent with the purpose, intent, goals, policies, programs, and land use designations of the General Plan, any applicable specific plan, and this Development Code;

   The Development Agreement facilitates the policies, procedures, of the City of Hope Specific Plan, which has received extensive public review, from both an environmental and land use policy standpoint, and found to be compatible and consistent with the goals and policies in the Duarte General Plan, the Duarte Development Code and the City of Hope Specific Plan.

3. The Development Agreement complies with the requirements of Government Code Sections 65865 through 65869.5;

The Development Agreement has been developed to be consistent with California Government Code. It specifies duration, permitted property uses, density and intensity of use, building height and size requirements, and provisions for land for public purposes, all through reference to City of Hope Specific Plan standards and criteria. In addition, the Development Agreement contains provisions for periodic review per Duarte Development Code sec. 19.148.080.

4. The Development Agreement will promote the public convenience, health, interest, safety, and general welfare of the City and will not be detrimental to or cause adverse effects to adjacent property owners, residents, or the general public;

   The Development Agreement is in the best interest and welfare of the City and its residents in that the Development Agreement provides the ability to address and fund projects for circulation and other improvements to respond to the impacts created by the increased development. It also assists in promoting the expansion of the City of Hope campus which will create jobs and an economic advantage to the city, as well as contributing to the city's identity as the City of Health.

5. The associated project will be compatible with the uses authorized in, and the regulations prescribed for, the zone in which the real property is located;

   The Development Agreement charts a course for development that is consistent with, and anticipates the final approval of, the City of Hope Specific Plan, and assures that related Campus Plan and while providing for certain flexibility in terms of the location of contemplated improvements within designated land use areas and sequencing of future development, assures that such future development will be compatible with that plan.

6. The associated project will not adversely affect the orderly development of property or the preservation of property values;

   The Development Agreement will provide revenue to the City with the purpose of funding projects for circulation and other improvements to respond to the impacts created by the increased development. The new and upgraded improvements anticipated as a function of campus buildout will create a positive economic impact by creating new and vibrant health care and related infrastructure, jobs, revenue from the permitting process, and general community investment which will be a positive impact on the community and property values.

7. The associated project will further important citywide goals and policies that have been officially recognized by the Council;

   The Development Agreement promotes the buildout of the City of Hope campus, which is an expressed goal of the City Council.

8. The associated project will provide the City with important, tangible benefits beyond those that may be required by the City through project conditions of approval.

The City of Hope is the City's largest employer and the largest local landowner. The anticipated buildout of the campus plan will provide a significant advantage to the city economically. Increased jobs, both temporary during the 20 year build out and permanently, as a result of expansion, is a very positive benefit. The attraction of such jobs in anticipated to help provide demand for local residential development as employees serving the built-out campus seek nearby residences to shorten commutes, thereby helping the city meet housing goals, and adding newer housing to the city's housing stock. Increased investment in the community by a nationally recognized cancer treatment and research center is also a very positive benefit, and helps promote the city's identity as the City of Health

**SECTION 4.** Pursuant to Sections 15162 and 15168 of the Guidelines for the California Environmental Quality Act (CEQA) (set forth in Title 14 to the California Code of Regulations), the approval of the Development Agreement is covered by the environmental impact report for the City of Hope Campus Plan (State Clearing House No. 2015101047) (the "EIR"). After comprehensive review, the City Council certified the EIR on March 13, 2018, which included the adoption and approval of a mitigation monitoring plan, and a statement of overriding considerations. The EIR expressly contemplated a development agreement as one of the possible discretionary approvals. (See EIR Section 3.3.1.4). Therefore, this development agreement and the underlying project to which this development agreement relates have been adequately and comprehensively reviewed and approved, by way of the final certification of the EIR. Such EIR complies with CEQA's environmental review requirements, and the City Council finds, pursuant to Section 15162 of the CEQA Guidelines, that this development agreement is fully within the scope of that EIR, as no new effects could occur and no new mitigation measures would be required.

**SECTION 5.** Based upon all of the foregoing, Development Agreement 2008-01, a Development Agreement between the City of Duarte and the City of Hope, as provided in attached Exhibit A, is hereby approved.

**SECTION 6:** The City Clerk shall certify as to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner provided for in the Duarte Municipal Code.

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 18-O-08 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 vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

_____
City Clerk Marla Akana
City of Duarte, California

# DEVELOPMENT AGREEMENT

**by and between**

**THE CITY OF DUARTE**

**and**

**CITY OF HOPE**

**dated as of**

**_____**

DEVELOPMENT AGREEMENT

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DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is executed this _____ day of _____, 2018, by and between the CITY OF DUARTE, a municipal corporation ("City"), and CITY OF HOPE, a California nonprofit public benefit corporation ("City of Hope" or the "Property Owner"), pursuant to California Government Code Section 65864 et seq., and Chapter 19.148 of the Duarte Development Code, with respect to the following:

## RECITALS

WHEREAS, the City and City of Hope recognize that the expansion, modernization, and development of City of Hope's property, located at 1500 East Duarte Road in the City (the "Property"), will contribute to the improvement of the City; and

WHEREAS, a development plan for the long-term growth and build-out of the City of Hope campus and its surrounding areas, including new inpatient, outpatient, and research areas, office uses, and related development, known as the City of Hope Campus Plan (the "Project"), in close proximity to jobs and public transit will build upon and enhance the existing hospital and research uses within the City; and

WHEREAS, City of Hope wishes to obtain reasonable assurances that the Property may be developed in accordance with the Project Approvals, as defined below, and the terms of this Agreement; and

WHEREAS, City of Hope will implement public benefits above and beyond the necessary mitigation for the Project, including without limitation those public benefits listed in Section 3.1.3 of this Agreement; and

WHEREAS, this Agreement is requested by the Property Owner in order that the Project will not be reduced in density, intensity or use or be subjected to new rules, regulations, ordinances or policies unless otherwise allowed by this Agreement or applicable law; and

WHEREAS, the implementation of the Project Approvals and related actions will allow further development of the Project consistent with the Project objectives;

## AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Act, as it applies to the City, and in consideration of the mutual promises and covenants herein contained and other valuable consideration the receipt and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

### 1. DEFINITIONS.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context requires:

1.1 "Agreement" means this Development Agreement and all amendments and modifications thereto.

1.2 "Applicable Rules" means the rules, regulations, ordinances and officially adopted policies of the City in full force and effect as of the Effective Date of this Agreement which are generally applicable to all or some properties within the City, as well as the Specific Plan. The Applicable Rules shall apply to the Project, Project Approvals, and any subsequent discretionary actions which are necessary for implementation of the Project. Notwithstanding the language of this Section or any other language in this Agreement, all specifications, standards and policies regarding the design and construction of public works facilities, if any, shall be those that are in effect at the time the project plans are being processed for approval and/or under construction.

1.3 "Assignment Agreement" means a written agreement between the Property Owner and a Transferee of the Property Owner, consistent with the terms of this Agreement, in which the parties agree to specific obligations of this Agreement being transferred from the Property Owner to the Transferee of the Property Owner.

1.4 "CEQA" means the California Environmental Quality Act (Cal. Public Resources Code Sections 21000 et seq.) and the State CEQA Guidelines (Cal. Code of Regs., Title 14, Sections 15000 et seq.).

1.5 "City" means the City of Duarte, a general law city and municipal corporation, including each and every agency, department, board, commission, authority, employee, and/or official acting under the authority of the City, including without limitation the City Council and the Planning Commission.

1.6 "City Council" means the City Council of the City and the legislative body of the City pursuant to Section 65867 of the California Government Code (Development Agreement Act).

1.7 "Director" means the Director of Community Development Director for the City.

1.8 "Development Agreement Act" means Article 2.5 of Chapter 4 of Division 1 of Title 7 (Sections 65864 through 65869.5) of the California Government Code.

1.9 "Discretionary Action" means an action which requires the exercise of judgment, deliberation or a decision on the part of the City, including any board, commission or department or any officer or employee thereof, in the process of approving or disapproving a particular activity, including all such decisions set forth in the Specific Plan, as distinguished from a ministerial activity which merely requires the City, including any board, commission or department or any officer or employee thereof, to determine whether there has been compliance with statutes, ordinances or regulations, either as presented or as may be conditioned.

1.10 "Effective Date" is the date on which this Agreement is attested by the City Clerk of the City of Duarte after execution by the Property Owner and the Mayor of the City of Duarte pursuant to Section 6.1.

1.11 "Fees" means Impact Fees, Processing Fees and any other fees or charges imposed or collected by the City.

1.12 "FEIR" means the Final Environmental Impact Report for the Project, State Clearinghouse No. 2015101047, certified by the City in accordance with the requirements of CEQA.

1.13 "General Plan" means the General Plan of the City.

1.14 "Impact Fees" means impact fees, linkage fees, monetary exactions, assessments or fair share charges or other similar impact fees or charges imposed on and in connection with new development by the City pursuant to rules, regulations, ordinances and policies of the City in full force and effect as of the Effective Date of this Agreement. Impact Fees do not include (i) Processing Fees or (ii) other City-wide fees or charges of general applicability, provided that such City-wide fees or charges are not imposed solely on impacts of new development.

1.15 "Ministerial Permits and Approvals" means the permits, approvals, plans, inspections, certificates, documents, licenses, and all other actions required to be taken by the City in order for Property Owner to implement, develop and construct the Project and the Mitigation Measures, including without limitation, grading permits, building permits, foundation permits, stockpile permits, and other similar permits and approvals which are required by the Duarte Municipal Code and/or Duarte Development Code and project plans and other actions required by the Project Approvals to implement the Project and the Mitigation Measures. Ministerial Permits and Approvals shall not include any Discretionary Actions, but may be conditioned by the City, consistent with the Duarte Municipal Code, the Duarte Development Code, and/or the Specific Plan, as applicable.

1.16 "Mitigation Measures" means the mitigation measures described in the FEIR and in the Mitigation Monitoring and Reporting Program for the Project which is attached hereto as Exhibit A, Mitigation Monitoring and Reporting Program.

1.17 "Parties" means collectively Property Owner and the City.

1.18 "Party" means any one of Property Owner or the City.

1.19 "Planning Commission" means the City Planning Commission and the planning agency of the City pursuant to Section 65867 of the California Government Code (Development Agreement Act).

1.20 "Processing Fees" means all processing fees and charges required by the City including, but not limited to, fees for land use applications, consultant fees for environmental or legal review, project permits, building applications, building permits, grading permits, encroachment permits, tract or parcel maps, lot line adjustments, air right lots, street vacations and certificates of occupancy which are necessary to accomplish the intent and purpose of this Agreement. Expressly exempted from Processing Fees are all Impact Fees which may be imposed by the City on development projects pursuant to rules, regulations, ordinances, and policies enacted after the Effective Date of this Agreement, except as specifically provided for in this Agreement. The amount of the Processing Fees to be applied in connection with the

development of the project shall be the amount which is in effect on a City-wide basis at the time an application for the City action is made. Notwithstanding the language of this Section or any other language in this Agreement, Property Owner shall not be exempt from the payment of fees, if any, imposed on a City-wide basis as part of the City's program for storm water pollution abatement mandated by the Federal Water Pollution Control Act of 1972 and subsequent amendments thereto, unless a waiver of these fees is provided by the City in a subsequent agreement.

1.21 "Project" means development within the City on the Property as described in Exhibit B, including, but not limited to, construction of outpatient (clinic), inpatient (hospital), research, office, hospitality, and parking uses, and ancillary uses, as described in the Project Approvals.

1.22 "Project Approvals" means those Discretionary Actions authorizing the Project which have been approved by the City on or before the Effective Date and not rescinded or superseded by City action taken on or before the Effective Date. Project Approvals include, but are not limited to, certification of the FEIR and approval of the Specific Plan, a General Plan Amendment, and a Zone Change Ordinance, all as adopted by the City on March 13, 2018 and [___], 2018, and all subsequent extensions thereto. The Project Approvals are listed in Exhibit C, Project Approvals.

1.23 "Property" means the real property owned by Property Owner as described in Exhibit D, Legal Property Description.

1.24 "Property Owner" means City of Hope, a California nonprofit public benefit corporation ("City of Hope").

1.25 "Reserved Powers" means the rights and authority excepted from this Agreement's restrictions on the City's police powers and which are instead reserved to the City. The Reserved Powers include the powers to enact regulations or take future Discretionary Actions after the Effective Date of this Agreement that may be in conflict with the Applicable Rules and Project Approvals, but: (1) are necessary to protect the public health and safety, and are generally applicable on a City-wide basis (except in the event of natural disasters as found by the City Council such as floods, earthquakes and similar acts of God); (2) are amendments to Uniform Codes, as adopted by the City of Duarte, and the Duarte Municipal Code, as applicable, regarding the construction, engineering and design standards for private and public improvements to be constructed on the Property; or (3) are necessary to comply with state or federal laws and regulations (whether enacted previous or subsequent to the Effective Date of this Agreement) as provided in Section 3.2.3.3.

1.26 "Specific Plan" means the City of Hope Specific Plan, Ordinance No. [XXX], adopted by the City Council on [DATE], a copy of which is attached as Exhibit E.

1.27 "Term" means the period of time for which this Agreement shall be effective in accordance with Section 6.2 hereof.

1.28 "Transferee" means individually or collectively, Property Owner's successors in interest, assignees or transferees of all or any portion of the Development Agreement Property.

1.29 "Uniform Codes" means those building, electrical, mechanical, plumbing, fire and other similar regulations of a City-wide scope which are based on recommendations of a multi-state professional organization and become applicable throughout the City, such as, but not limited to, the Uniform Building Code, the Uniform Electrical Code, the Uniform Mechanical Code, Uniform Plumbing Code, or the Uniform Fire Code (including those amendments to the promulgated uniform codes which reflect local modification to implement the published recommendations of the multi-state organization and which are applicable City-wide).

## 2. RECITALS OF PREMISES, PURPOSE AND INTENT.

2.1 State Enabling Statute. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Act which authorizes any city to enter into binding development agreements establishing certain development rights in real property with persons having legal or equitable interests in such property. Section 65864 of the Development Agreement Act expressly provides as follows:

> "The Legislature finds and declares that:
>
> "(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and a commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.
>
> (b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic cost of development."

Notwithstanding the foregoing, to ensure that the City remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the Legislature, the City: (1) accepts restraints on its police powers contained in development agreements only to the extent and for the duration required to achieve the mutual objectives of the parties; and (2) to offset such restraints, seeks public benefits which go beyond those obtained by traditional City controls and conditions imposed on development project applications.

2.2 City Procedures and Actions.

2.2.1 City Planning Commission Action. The City Planning Commission held duly noticed public hearing on September 17, 2018 and recommended approval of this Agreement.

2.2.2 City Council Action. The City Council on October 9, 2018, after conducting a duly-noticed public hearing, adopted Ordinance No. 18-O-08, to become effective on the thirtieth day following the date of final passage, found that its provisions are consistent with the City's General Plan, the Specific Plan, and the Development Code, and authorized the execution of this Agreement.

2.3 Purpose of this Agreement.

2.3.1 Public Benefits. This Agreement provides assurances that the public benefits identified below in Section 3.1.3 will be achieved and developed in accordance with the Applicable Rules and Project Approvals and with the terms of this Agreement and subject to the City's Reserved Powers. The Project will provide local and regional public benefits to the City, including without limitation those public benefits listed in Section 3.1.3 below.

2.3.2 Property Owner Objectives. In accordance with the legislative findings set forth in the Development Agreement Act, and with full recognition of the City's policy of judicious restraints on its police powers, the Property Owner wishes to obtain reasonable assurances that the Project may be developed in accordance with the Applicable Rules and Project Approvals and with the terms of this Agreement and subject to the City's Reserved Powers. To the extent of Project development, and as provided by Section 3.1.1, Property Owner anticipates making capital expenditures or causing capital expenditures to be made in reliance upon this Agreement. In the absence of this Agreement, Property Owner would lack full assurance that it can complete the Project for the uses and to the density and intensity of development set forth in this Agreement and the Project Approvals. This Agreement, therefore, is intended to assure Property Owner that the Project will not be (1) reduced or otherwise modified in density, intensity or use from what is set forth in the Project Approvals, or (2) subjected to new rules, regulations, ordinances or official policies or plans which are not adopted or approved pursuant to the City's Reserved Powers.

2.3.3 Mutual Objectives. Development of the Project in accordance with this Agreement will provide for the orderly development of the Property in accordance with the objectives set forth in the General Plan. Moreover, a development agreement for the Project will eliminate uncertainty in planning for and securing orderly development of the Property, assure installation of necessary improvements, assure attainment of maximum efficient resource utilization within the City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the Development Agreement Act was enacted. The Parties believe that such orderly development of the Project will provide public benefits, as described in Section 2.3.1, to the City through the imposition of development standards and requirements under the provisions and conditions of this Agreement, including without limitation: increased tax revenues, installation of on-site and off-site improvements, and creation and retention of jobs. Additionally, although development of the Project in accordance with this Agreement will restrain the City's land use or other relevant police powers, this Agreement provides the City with sufficient reserved powers during the Term hereof to remain responsible and accountable to its residents. In exchange for these and other benefits to City, the Property Owner will receive assurance that the Project may be developed during the Term of this Agreement in accordance with the Applicable Rules, Project Approvals and Reserved Powers, subject to the terms and conditions of this Agreement.

2.4 Applicability of the Agreement. This Agreement does not: (1) grant density or intensity in excess of that otherwise established in the Project Approvals or Applicable Rules; (2) eliminate future Discretionary Actions relating to the Project if applications requiring such Discretionary Action are initiated and submitted by the owner of the Property after the Effective Date of this Agreement; (3) guarantee that Property Owner will receive any profits from the Project; or (4) amend the City's General Plan. This Agreement has a fixed Term. Furthermore, in any subsequent actions applicable to the Property, the City may apply such new rules, regulations and official policies as are contained in its Reserved Powers.

## 3. AGREEMENT AND ASSURANCES.

3.1 Agreement and Assurance on the Part of Property Owner. In consideration for the City entering into this Agreement, and as an inducement for the City to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the premises, purposes and intentions set forth in Section 2 of this Agreement, Property Owner hereby agrees as follows:

3.1.1 Project Development. Property Owner agrees that it will use commercially reasonable efforts, in accordance with its own business judgment and taking into account market conditions and economic considerations, to undertake any development of the Project in accordance with the terms and conditions of this Agreement and the Project Approvals. However, nothing in this Agreement shall be deemed to obligate Property Owner to initiate or complete development of the Project or any portion thereof within any period of time or at all, or deemed to obligate Property Owner to commence or complete any Mitigation Measure or Condition of Approval prior to construction of the Project, unless otherwise set forth in the Project's Mitigation Monitoring and Reporting Program or elsewhere in the Project's Approvals. Furthermore, nothing in this Agreement shall be deemed to prohibit Property Owner from seeking any necessary land use approvals for any different land use project on the Property.

3.1.2 Timing of Development. The parties acknowledge that Property Owner cannot at this time predict when or at what rate the Property would be developed. Such decisions depend upon numerous factors which are not all within the control of Property Owner, such as market orientation and demand, interest rates and competition. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal. 3d 465 (1984), that the failure of the parties therein to provide for the timing of development permitted a later adopted initiative restricting the timing of development and controlling the Parties' agreement, it is the intent of Property Owner and the City to hereby acknowledge and provide for the right of Property Owner to develop the Project in such order and at such rate and times as Property Owner deems appropriate within the exercise of its sole and subjective business judgment. The City acknowledges that such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement; provided, however, that this Section 3.1.2 does not in any way affect the specific timing or implementation of improvements or other requirements of development to the extent such provisions are set forth in the Project Approvals.

3.1.3 Additional Obligations of Property Owner as Consideration for this Agreement. Property Owner shall provide public benefits as set forth below:

3.1.3.1. Traffic Improvements. Property Owner is required under Mitigation Measure TRAS-1 in the Specific Plan's Mitigation Monitoring Program ("MMP"), at its own expense, to fund and ensure the construction of the traffic signal at the I-210 Westbound Off-Ramp & Central Avenue (the "Signal"). City has agreed to pursue potential third party funding of some or all of the cost of the Signal. If the City is successful in obtaining from any other party or entity any funding to pay in full, or offset in part, Property Owner's cost liability for the Signal prior to the date Property Owner is required to construct the Signal pursuant to the MMP (the "Third Party Signal Commitment"), then (i) City shall commit all such funding to the cost of the Signal either by providing such funding to Property Owner or placing such funding into an account such that it will be applied to reduce Property Owner's expenses to fund and ensure the construction of the Signal; and (ii) following confirmation of the commitment under subsection (i), Property Owner shall pay to the City one-half of all such obtained funding. A payment by Property Owner to City pursuant to this Section shall be deposited by City into a fund established by City for the purpose of constructing and implementing circulation improvements and local street maintenance. If the City does not obtain the Third Party Signal Commitment before Property Owner is required to construct the Signal pursuant to the MMP, as approved or may be modified by the City, then Property Owner shall proceed with construction of the Signal and shall have no further obligations under this Section.

3.1.3.2. Transit Occupancy Tax. Property Owner agrees to pay the City an annual fee in lieu of a transient occupancy tax ("TOT") for overnight stays by guests in units within the Property's Hope Village and Parsons Village areas, which collectively contain 40 short-term overnight stay units. The payment shall be a flat annual amount during the Term as set forth in the Payment Schedule below in lieu of TOT that may otherwise be required or collectable for overnight stays in those guest rooms pursuant to Duarte Municipal Code Section 3.05. Property Owner's obligation to pay the fee required by this Section shall cease upon either (i) the issuance of a Certificate of Occupancy for a new hotel on the Property, which new hotel shall be subject to Duarte Municipal Code Chapter 3.05, as may be amended over time; or (ii) the conversion of the Property's Hope Village and Parsons Village units to another use besides overnight guest stays, such as hospice care. If Property Owner obtains a Certificate of Occupancy for a new hotel, but continues to use either the Property's Hope Village or Parsons Village units for overnight guest stays, then Property Owner shall apply Duarte Municipal Code Chapter 3.05's TOT requirements to any such Hope Village or Parsons Village units for which it charges guests an overnight fee or rent, based on the fee or rent charged, but any such Hope Village or Parsons Village units that are provided to guests free of charge shall not be subject to Duarte Municipal Code Chapter 3.05.

<u>Payment Schedule</u>

| | |
|---|---|
| Year 1: | $75,000 |
| Year 2: | $95,000 |
| Year 3: | $105,000 |
| Year 4: | $115,000 |

Year 5 to Year 20: $125,000 (this amount shall be increased annually after Year 5 based on the Consumer Price Index)

3.1.3.3 Circulation and Parking Impact Fee. Within 30 days of the Effective Date of this Agreement, Property Owner shall pay the City a one-time circulation impact fee of $400,000, which the City agrees to use for circulation improvements and local street maintenance. The impact fee shall be deposited into a City fund established for the purpose of implementing such improvements and maintenance.

3.2 Agreement and Assurances on the Part of the City. In consideration for Property Owner entering into this Agreement, and as an inducement for Property Owner to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the premises, purposes and intentions set forth in Section 2 of this Agreement, the City hereby agrees as follows: Entitlement to Develop. Property Owner has the vested right to develop the Project subject to the terms and conditions of this Agreement, the Applicable Rules, Project Approvals and the Reserved Powers. Property Owner's vested rights under this Agreement shall include, without limitation, the right to remodel, renovate, rehabilitate, rebuild or replace the Project or any portion thereof throughout the applicable Term for any reason, including, without limitation, in the event of damage, destruction or obsolescence of the Project or any portion thereof, subject to the Applicable Rules, Project Approvals and Reserved Powers. To the extent that all or any portion of the Project is remodeled, renovated, rehabilitated, rebuilt or replaced, Property Owner may locate that portion of the Project at any other location of the Property within the same Land Use district, subject to the requirements of the Project Approvals, the Applicable Rules, and the Reserved Powers.

3.2.2 Consistency in Applicable Rules. Based upon all information made available to the City up to or concurrently with the execution of this Agreement, the City finds and certifies that no Applicable Rules prohibit or prevent the full completion and occupancy of the Project in accordance with the uses, intensities, densities, designs and heights, permitted demolition, and other development entitlements incorporated and agreed to herein and in the Project Approvals.

3.2.3 Changes in Applicable Rules.

3.2.3.1. Nonapplication of Changes in Applicable Rules. Any change in, or addition to, the Applicable Rules, including, without limitation, any change in any applicable general or specific plan, zoning or building regulation, adopted or becoming effective after the Effective Date of this Agreement, including, without limitation, any such change by means of ordinance, initiative, referendum, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the City, the Mayor, City Council, Planning Commission or any other Board, Commission, Department or Agency of the City, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict in any way with the Applicable Rules, Project Approvals, or this Agreement, shall not be applied to the Project unless such changes represent an exercise of the City's Reserved Powers, or are otherwise agreed to in this Agreement. Notwithstanding the foregoing, Property Owner may, in

its sole discretion, consent to the application to the Project of any change in the Applicable Rules. The foregoing shall not apply to transit occupancy tax rates applicable on the Property, which rates shall be collected and remitted in accordance with rates in effect at the time of the occupancy to which they pertain, consistent with Section 3.1.3.2 of this Agreement.

3.2.3.2. Changes in Building and Fire Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes which may occur from time to time in the Uniform Codes, as such Codes are adopted by the City of Duarte. In addition, development of the Project shall be subject to changes occurring from time to time in Title 16 (Buildings and Construction) of the Duarte Municipal Code regarding the construction, engineering and design standards for both public and private improvements provided that these changes are (1) necessary to the health and safety of the residents of the City, and (2) are generally applicable on a Citywide basis (except in the event of natural disasters found by the Mayor or City Council, such as floods, earthquakes and similar disasters).

3.2.3.3. Changes Mandated by Federal or State Law. This Agreement shall not preclude the application to the Project of changes in, or additions to, the Applicable Rules, including rules, regulations, ordinances and official policies, to the extent that such changes or additions are mandated to be applied to developments such as this Project by state or federal regulations, pursuant to the Reserved Powers. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations.

3.2.4 Subsequent Development Review. The City shall not require Property Owner to obtain any approvals or permits for the development of the Project in accordance with this Agreement other than those permits or approvals which are required by the Applicable Rules, the Reserved Powers and/or the Project Approvals. However, any subsequent Discretionary Action initiated by Property Owner which substantially changes the entitlements allowed under the Project Approvals shall be subject to the rules, regulations, ordinances and official policies of the City then in effect.

3.2.5 Effective Development Standards. The City agrees that it is bound to permit the uses, intensities of use and densities on this Property which are permitted by this Agreement and the Project Approvals, insofar as this Agreement and the Project Approvals so provide or as otherwise set forth in the Applicable Rules or the Reserved Powers. The City hereby agrees that it will not unreasonably withhold or unreasonably condition any non-legislative Discretionary Action which must be issued by the City in order for the Project to proceed, provided that Property Owner reasonably and satisfactorily complies with all City-wide standard procedures for processing applications for Discretionary Actions.

3.2.6 Interim Use. The City agrees that Property Owner may use the Property during the Term of this Agreement for any use that is an existing legal nonconforming use on the Property as of the Effective Date, otherwise permitted by the applicable zoning regulations and the General Plan in effect at the time of the interim use, or pursuant to any approvals, permits, or other vested entitlements previously granted and in effect as of the Effective Date.

3.2.7 Moratoria or Interim Control Ordinances. In the event an ordinance, resolution, policy, or other measure is enacted, whether by action of the City, by initiative, or otherwise, which relates directly or indirectly to the Project or to the rate, amount, timing, sequencing, or phasing of the development or construction of the Project on all or any part of the Property or the implementation of the Mitigation Measures adopted in connection with approval of the Project, City agrees that such ordinance, resolution or other measure shall not apply to the Property or this Agreement, unless such changes are adopted pursuant to the Reserved Powers or other applicable provisions of this Agreement.

3.2.8 Special Taxes and Assessments. Property Owner shall not be obligated to support infrastructure financing undertaken by the City or others. Property Owner shall have the right, to the extent permitted by law, to protest, oppose and vote against any and all special taxes, assessments, levies, charges and/or fees imposed with respect to any assessment districts, Mello Roos or community facilities districts, maintenance districts or other similar districts.

3.2.9 Impact Fees. Impact Fees imposed by the City with respect to the Project shall be only those Impact Fees in full force and effect as of the Effective Date, including those whose amounts are subject to ongoing annual or other specified periodic increases, which shall be paid subject to such increases, as calculated at time of payment. The installation of improvements identified in the Mitigation Measures implemented in connection with the Project shall be accepted by the City in lieu of otherwise applicable Impact Fees, where applicable. This Agreement shall not limit any impact fees, linkage fees, exaction, assessments or fair share charges or other similar fees or charges imposed by other governmental entities and which the City is required to collect or assess pursuant to applicable law (e.g., school district impact fees pursuant to Government Code Section 65995).

3.2.10 Processing Fees. Property Owner shall pay all then-applicable rates of existing Processing Fees for Discretionary Actions and Ministerial Permits and Approvals, as such Processing Fees are identified in the City's existing fee Resolution No. _____.

3.2.11 Timeframes and Staffing for Processing and Review. The City agrees that expeditious processing of Ministerial Permits and Approvals and Discretionary Actions, if any, and any other approvals or actions required for the Project are critical to the implementation of the Project. In recognition of the importance of timely processing and review of Ministerial Permits and Approvals, the City agrees to work with Property Owner to establish time frames for processing and reviewing such Ministerial Permits and Approvals and to comply with timeframes established in the Project Approvals. Furthermore, the City shall expedite all requests by Property Owner for Discretionary Actions requested for the Project, if any, pursuant to any fee agreement or expedited processing that may be negotiated between the City and Property Owner.

## 4. ANNUAL REVIEW.

4.1 Annual Review. During the Term of this Agreement, the City shall review annually Property Owner's good faith compliance with this Agreement in accordance with Section 19.148.080 of the Duarte Development Code. Such annual review shall be limited in

scope to determining whether Property Owner has complied in good faith with the conditions and terms of this Agreement, as provided in the Development Agreement Act and the Duarte Development Code. Property Owner shall have the burden of demonstrating such good faith compliance.

4.2 Notice of Annual Review. In accordance with Section 19.148.080 of the Duarte Development Code, the Community Development Director shall initiate the annual review by giving notice to Property Owner at least ten (10) days in advance of the time when the matter will be considered by the Planning Commission. Property Owner may submit evidence of its good faith compliance with this Agreement in accordance with Section 4.3, below, to the Community Development Director prior to receipt of such notice from the Community Development Director.

4.3 Pre-Determination Procedure. Property Owner shall submit evidence of its good faith compliance with this Agreement, in a form which the Director may reasonably establish, in writing to the Director not later than ten (10) days prior to the yearly anniversary of the Effective Date or within ten (10) days of receipt of notice from the Director that the Planning Commission will review Property Owner's good faith compliance with this Agreement.

4.4 Planning Commission Review. On or within thirty (30) days of the yearly anniversary of the Effective Date of the Agreement, the Planning Commission shall conduct a hearing and make a determination, on the basis of substantial evidence, regarding whether or not Property Owner has complied in good faith with the conditions and terms of this Agreement, in accordance with Government Code Section 65865.1 and Section 19.14.080.D-F of the Duarte Development Code.

4.4.1 Determination of Compliance. If the Planning Commission finds and determines, on the basis of substantial evidence, that Property Owner has complied in good faith with the conditions and terms of this Agreement, the notice of determination of compliance shall be made in writing with reasonable specificity, and a copy of the determination shall be provided to Property Owner in the manner prescribed in Section 6.15. The City Council may review the Planning Commission's findings and may schedule a public hearing for further review if it so desires, but no third-party shall have any rights to appeal the Planning Commission's determination to the City Council.

4.4.2 Determination of Non-Compliance. If the Planning Commission finds and determines, on the basis of substantial evidence, that Property Owner has not complied in good faith with the conditions and terms of this Agreement, the Planning Commission shall forward its recommendation to the City Council. The City Council shall hold a hearing on the matter and shall provide Property Owner with notice at least ten (10) days prior to such hearing. Such notice shall contain the following information: (i) the time and place of the hearing, (ii) a statement as to whether the City Council proposes to modify or terminate this Agreement, and (iii) other information the City Council considers necessary to inform Property Owner of the nature of the proceedings. At the hearing, the City Council shall provide Property Owner with an opportunity to be heard, and the City Council may modify or

terminate this Agreement, or may refer the matter back to the Planning Commission for further proceedings or for report and recommendation.

4.5 Termination Or Modification Of Agreement. The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, after a hearing and finding or determination of noncompliance by the City Council. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code Section 65867.5 and Section 19.148.080.G of the Duarte Development Code.

4.6 Reimbursement Of Costs. Property Owner shall reimburse the City for its actual costs, reasonably and necessarily incurred, to accomplish the required annual review.

**5. DEFAULT PROVISIONS.**

5.1 Default By Property Owner.

5.1.1 Default. Outside of the Annual Review process set forth in Section 4 of this Agreement, in the event Property Owner does not perform its obligations under this Agreement in a timely manner, the City shall have all rights and remedies provided by this Agreement which shall include compelling the specific performance of the obligations of Property Owner under this Agreement pursuant to Section 6.6 below, or modification or termination of this Agreement, provided that the City has first complied with the procedure in Section 5.1.2 hereof.

5.1.2 Notice of Default. City shall first submit to Property Owner a written notice of default stating with specificity those obligations which have not been performed. Upon receipt of the notice of default, Property Owner shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than sixty (60) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that Property Owner shall continuously and diligently pursue such remedy at all times until such default(s) is cured. In the case of a dispute as to whether Property Owner has cured the default, the Parties shall submit the matter to dispute resolution pursuant to Section 6.5 of this Agreement.

5.1.3 Failure to Cure Default Procedures. If after the cure period has elapsed, the Community Development Director finds and determines that Property Owner, or its successors, transferees and/or assignees, as the case may be, remains in default and that the City intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the Community Development Director shall make a report to the Planning Commission and then set a public hearing before the Planning Commission in accordance with Section 4.4.2, above, and with the notice and hearing requirements of Government Code Section 65867 . If after public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that Property Owner, or its successors, transferees and/or assigns, as the case may be, has not cured such default pursuant to this Section, and that the City intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, Property Owner and its successors, transferees and/or assigns, shall be entitled to appeal that finding and determination to the City

Council in accordance with Section 6.3. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity.

5.1.4 Termination or Modification of Agreement. The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, after such final determination of the City Council in accordance with Section 4.4.2 above or, where no appeal is taken, after the expiration of the appeal periods described in Section 6.3. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code Section 65867.5 , irrespective of whether an appeal is taken as provided in Section 6.3.

5.2 Default By The City.

5.2.1 Default. In the event the City does not accept, process, or render a decision on necessary development permits, entitlements, or other land use or building approvals for use as provided in this Agreement upon compliance with the requirements thereof, or as otherwise agreed to by the Parties, or the City otherwise defaults under the provisions of this Agreement, Property Owner shall have all rights and remedies provided herein or by applicable law, which shall include compelling the specific performance of the City's obligations under this Agreement, provided that Property Owner or Transferee, as the case may be, has first complied with the procedures in Section 5.2.2. No part of this Agreement shall be deemed to abrogate or limit any immunities or defenses the City may otherwise have with respect to claims for monetary damages.

5.2.2 Notice of Default. Property Owner shall first submit to the City a written notice of default stating with specificity those obligations which have not been performed. Upon receipt of the notice of default, the City shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than one hundred and twenty (120) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that the City shall continuously and diligently pursue such remedy at all times until such default(s) is cured. In the case of a dispute as to whether the City has cured the default, the Parties shall submit the matter to dispute resolution pursuant to Section 6.5 of this Agreement.

5.3 No Monetary Damages. It is acknowledged by the Parties that neither the City nor the Property Owner would have entered into this Agreement if it were liable in monetary damages under or with respect to this Agreement or the application thereof. Therefore, the Parties agree that the Parties shall not be liable in monetary damages and the Parties specifically waive and covenant not to sue for or claim any monetary damages for the breach of any provision of this Agreement.

## 6. GENERAL PROVISIONS.

6.1 Effective Date. This Agreement shall be effective as set forth in Section 1.10 above.

6.2 Term. The Term of this Agreement shall commence on the Effective Date and extend until twenty (20) years thereafter. unless said Term is otherwise terminated, modified or

extended by circumstances set forth in this Agreement or by mutual consent of the Parties hereto pursuant to Government Code Section 65868. Following the expiration of this Term, this Agreement shall terminate and be of no further force and effect; provided, however, that this termination shall not affect any right or duty arising from entitlements or approvals, including the Project Approvals on the Property, approved prior to, concurrently with, or subsequent to, the Effective Date of this Agreement. The Term of this Agreement shall automatically be extended for the period of time of any actual delay resulting from any enactments pursuant to the Reserved Powers or moratoria, or from legal actions, administrative proceedings such as appeals or delays of ministerial actions, or appeals which enjoin performance under this Agreement or act to stay performance under this Agreement (other than bankruptcy or similar procedures), or for the period of time during which a lawsuit or litigation (including appeals) relating to the Project or the Project Approvals, including this Agreement, has been filed and is pending in a court of competent jurisdiction.

6.3 Enforced Delay; Extension Of Time Of Performance. In addition to specific provisions of this Agreement, whenever a period of time, including a reasonable period of time, is designated within which either Party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days during which such Party is actually prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of causes beyond the reasonable control of the Party to be excused, including: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; litigation and administrative proceedings against the Project (not including any administrative proceedings contemplated by this Agreement in the normal course of affairs (such as the Annual Review)); any approval required by the City (not including any period of time normally expected for the processing of such approvals in the ordinary course of affairs), after Property Owner has notified the City that delay within the scope of this Sec. 6.3 is occurring and the City has had 60 days' notice of such delay as provided below restrictions imposed or mandated by other controlling governmental entities; enactment of conflicting state or federal laws or regulations; judicial decisions affecting or regarding the Project; or similar bases for excused performance which is not within the reasonable control of the party to be excused (financial inability excepted). This Section shall not be applicable to any proceedings with respect to bankruptcy or receivership initiated by or on behalf of Property Owner or transferee of any assigned rights and obligations hereunder or, if not dismissed within ninety (90) days, by any third parties against Property Owner or any such transferee. If written notice of such delay is given to either party within sixty (60) days of the commencement of such delay, an extension of time for such cause will be granted in writing from a period of sixty days following such notice through the period of the enforced delay, or longer as may be mutually agreed upon.

6.4 Dispute Resolution.

6.4.1 Dispute Resolution Proceedings. The parties may agree to dispute resolution proceedings to fairly and expeditiously resolve disputes or questions of interpretation under this Agreement. These dispute resolution proceedings may include: (a) procedures developed by the City for expeditious interpretation of questions arising under development agreements; or (b) any other manner of dispute resolution which is mutually agreed upon by the parties.

6.4.2 Arbitration. Any dispute between the parties that is to be resolved by arbitration shall be settled and decided by arbitration conducted by an arbitrator who must be a former judge of the Los Angeles County Superior Court or Appellate Justice of the Second District Court of Appeal or the California Supreme Court. This arbitrator shall be selected by mutual agreement of the parties.

6.4.3 Arbitration Procedures. Upon appointment of the arbitrator, the matter shall be set for arbitration at a time not less than thirty (30) nor more than ninety (90) days from the effective date of the appointment of the arbitrator. The arbitration shall be conducted under the procedures set forth in Code of Civil Procedure Sections 1280 et seq., or under such other procedures as are agreeable to both parties, except that provisions of the California Code of Civil Procedure pertaining to discovery and the provisions of the California Evidence Code shall be applicable to such proceeding.

6.4.4 Extension Of Term. The Term of this Agreement as set forth in Section 6.2 shall automatically be extended for the period of time in which the parties are engaged in dispute resolution to the degree that such extension of the Term is reasonably required because activities which would have been completed prior to the expiration of the Term are delayed beyond the scheduled expiration of the Term as the result of such dispute resolution.

6.5 Legal Action. Subject to the limitations on remedies imposed by this Agreement, either Party may, in addition to any other rights or remedies, institute legal action in any court of competent jurisdiction, to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation, or enforce by specific performance the obligations and rights of the Parties hereto. Notwithstanding the above, the City's right to seek specific performance shall be specifically limited to compelling Property Owner to complete, demolish or make safe any particular improvement(s) on public lands which is required as a Mitigation Measure. Additionally, the City's right to seek specific performance shall be specifically limited by Section 3.1.1. Property Owner shall have no liability (other than the potential termination of this Agreement) if the contemplated development fails to occur.

6.6 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

6.7 Amendments. This Agreement may be amended from time to time by mutual consent in writing of the parties to this Agreement in accordance with Government Code Section 65868 and Chapter 19.148 of the Duarte Development Code. Any amendment to this Agreement which relates to the Term, permitted uses, density or intensity of use, height, or size of buildings, provisions for reservation and dedication of land, conditions, restrictions, and requirements relating to subsequent discretionary action or any conditions or covenants relating to the use of the Property, which are not provided for under the Project Approvals or Applicable Rules, shall require notice and public hearing before the parties may execute an amendment thereto.

6.8 Assignment. The Property, as well as the rights and obligations of Property Owner under this Agreement, may be transferred or assigned in whole or in part by Property Owner without the consent of the City, except as set forth in Sections 6.9.1 and 6.9.2 below. Upon such assignment the assignor shall be released from the obligations so assigned.

6.8.1 Conditions for Assignment. No such assignment shall be valid until and unless the following occur:

6.8.1.1. Written Notice of Assignment Required. Property Owner, or any successor transferor, gives prior written notice to the City of its intention to assign or transfer any of its interests, rights or obligations under this Agreement and a complete disclosure of the identity of the assignee or transferee, including copies of the Articles of Incorporation in the case of corporations and the names of individual partners in the case of partnerships. Upon request by Property Owner, City shall provide written acknowledgement of such assignment in the form reasonably requested by Property Owner. Any failure by Property Owner or any successor transferor to provide the notice shall be curable in accordance with the provisions of Section 5.1.

6.8.1.2. Automatic Assumption of Obligations. Unless otherwise stated elsewhere in this Agreement to the contrary, a Transferee of Development Agreement Property expressly and unconditionally assumes all of the rights and obligations of this Agreement transferred or assigned by Property Owner and which are expressly set forth in the applicable Assignment Agreement.

6.8.1.3. As stated in Section 3.1.1. above, nothing herein shall be interpreted as obligating Property Owner or Assignee to initiate or complete development of the Project or any portion thereof within any period of time or at all, or interpreted to prohibit Property Owner or Assignee from seeking any necessary land use approvals for any different land use project on the Property.

6.8.2 Liability Upon Assignment. Unless otherwise stated elsewhere in this Agreement to the contrary, each Transferee of any portion of the Development Agreement Property shall be solely and only liable for performance of such Transferee's obligations applicable to its portion of the Development Agreement Property under this Agreement as specified in the applicable Assignment Agreement. Upon the assignment or transfer of any portion of the Development Agreement Property, the Transferee shall become solely and only liable for the performance of those assigned or transferred obligations and shall have the rights of a "Property Owner" under this Agreement; which such rights and obligations shall be set forth specifically in the Assignment Agreement, acknowledged by the transferring Property Owner, and the Transferee, as of the date of such transfer, assignment or conveyance of the applicable portion of the Development Agreement Property. The failure of any Transferee to perform the obligations assigned to it may result, at the City's option, in a declaration that this Agreement has been breached with regards to that specific Transferee, and may result in termination or modification of this Agreement after the Annual Review as set forth in Section 4 of this Agreement, as it relates to that Transferee's holding. This partial termination is severable from the entire Agreement, and shall not affect the remaining entirety of the Agreement.

6.9 Covenants. The provisions of this Agreement shall constitute covenants which shall run with the land comprising the Property for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of all assignees, transferees, and successors to the Parties hereto.

6.10 Cooperation And Implementation.

6.10.1 Processing. Upon satisfactory completion by Property Owner of all required preliminary actions and payment of appropriate Processing Fees, including the fee for processing this Agreement, the City shall commence and diligently process all required steps necessary for the implementation of this Agreement and development of the Property in accordance with the terms of this Agreement. Property Owner shall, in a timely manner, provide the City with all documents, plans, fees and other information necessary for the City to carry out its processing obligations pursuant to this Agreement.

6.10.2 Other Governmental Permits. Property Owner shall apply in a timely manner for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project. The City shall cooperate with Property Owner in its endeavors to obtain such permits and approvals and shall, from time to time at the request of Property Owner, attempt with due diligence and in good faith to enter into binding agreements with any such entity to ensure the availability of such permits and approvals, or services, provided such agreements are reasonable and not detrimental to the City. These agreements may include, but are not limited to, joint powers agreements under the provisions of the Joint Exercise of Powers Act (Government Code Section 6500, et seq.), or the provisions of other laws to create legally binding, enforceable agreements between such parties. To the extent allowed by law, Property Owner shall be a party to any such agreement, or a third party beneficiary thereof, entitled to enforce for its own benefit on behalf of the City, or in its own name, the rights of the City or Property Owner thereunder or the duties and obligations of the parties thereto. Property Owner shall reimburse the City for all costs and expenses incurred in connection with seeking and entering into any such agreement provided that Property Owner has requested such agreement. Property Owner or Transferee, as the case may be, shall defend the City in any challenge by any person or entity to any agreement, and shall reimburse the City for any costs and expenses incurred by the City in enforcing any agreement. Any fees, assessments, or other amounts payable by the City thereunder shall be borne by Property Owner or Transferee, as the case may be, except where Property Owner or Transferee, as the case may be, has notified the City in writing, prior to the City entering into an agreement, that it does not desire for the City to execute an agreement.

6.10.3 Cooperation In The Event Of Legal Challenge. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to affirmatively cooperate in defending said action.

6.11 Relationship Of The Parties. It is understood and agreed by the parties hereto that the contractual relationship created between the parties hereunder is that Property Owner is an independent contractor and not an agent of the City. Further, the City and Property Owner hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing herein or in any document executed in connection herewith shall be construed as making the City and Property Owner joint venturers or partners.

6.12 Hold Harmless and Insurance.

6.12.1 Hold Harmless. Property Owner hereby agrees to and shall indemnify, save, hold harmless and, if requested by the City, defend the City in any action brought by a third party (i) challenging the validity of this Agreement or (ii) seeking damages which may arise directly or indirectly from the negotiation, formation, execution, enforcement or termination of this Agreement. Nothing in this Section shall be construed to mean that Property Owner shall hold the City harmless and/or defend it from any claims arising from, or alleged to arise from, the sole negligence or intentional acts on the part of the City. City agrees that it shall fully cooperate with Property Owner in the defense of any matter in which Property Owner is defending and/or holding the City harmless. City may make all reasonable decisions with respect to its representation in any legal proceeding.

6.13 Extension of Time for All Project Approvals.

6.13.1 Project Approvals. The duration of all Project Approvals shall automatically be extended for the Term of this Agreement, to the full extent permitted by law. .

6.14 Notices. Any notice or communication required hereunder between the City or Property Owner must be in writing, and shall be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any party hereto may at any time, by giving ten (10) days' written notice to the other party hereto, designate any other address in substitution of the address, or any additional address, to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to the City:

Director of Community Development
City of Duarte
1600 Huntington Drive
Duarte, California 91010

with copies to:

David B. Cosgrove, Esq.
Duarte City Attorney
611 Anton Boulevard Suite 1400
Costa Mesa, Ca 92626

If to Property Owner:

City of Hope
Attention: Office of General Counsel
1500 East Duarte Road

with copies to

Latham & Watkins LLP
Attention: DJ Moore / Winston Stromberg

Duarte, California 91010

with a copy to Records Department
355 South Grand Avenue, Suite 100
Los Angeles, CA 90071

6.15 Recordation. As provided in Government Code Section 65868.5 and Duarte Development Code Section 19.1480.060.B, a copy of this Agreement shall be recorded with the Registrar-Recorder of the County of Los Angeles within ten (10) days following the Effective Date. Property Owner shall provide the City Clerk with the fees for such recording prior to or at the time of such recording should the City Clerk record the Agreement.

6.16 Constructive Notice And Acceptance. Every person who now or hereafter owns or acquires any right, title, interest in or to any portion of the Property, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

6.17 Successors And Assignees. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties, any subsequent owner of all or any portion of the Property and their respective successors and assignees.

6.18 Severability. If any provisions, conditions, or covenants of this Agreement, or the application thereof to any circumstances of either Party, shall be held invalid or unenforceable, the remainder of this Agreement or the application of such provision, condition, or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

6.19 Time Of The Essence. Time is of the essence for each provision of this Agreement of which time is an element.

6.20 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought and refers expressly to this Section. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of any right or remedy with respect to any other occurrence or event.

6.21 No Third Party Beneficiaries. The only Parties to this Agreement are the City and Property Owner and their successors-in-interest. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed to benefit or be enforceable by any other person whatsoever.

6.22 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein (or any such representations, understandings or ancillary covenants,

undertakings or agreements are integrated in this Agreement) and no testimony or evidence of any such representations, understandings, or covenants shall be admissible in any proceedings of any kind or nature to interpret or determine the provisions or conditions of this Agreement.

6.23 Legal Advice; Neutral Interpretation; Headings, Table Of Contents, and Index. Each Party acknowledges that it has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any Party based upon any attribution to such Party as the source of the language in question. The headings, table of contents, and index used in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.

6.24 Discretion to Encumber. This Agreement shall not prevent or limit Property Owner in any manner, at its sole discretion, from encumbering the Property or any portion of the Property or any improvement on the Property by any mortgage, deed of trust or other security device securing financing with respect to the Property or its improvements. Notwithstanding the foregoing, City shall not be required to subordinate its interests in this Agreement to any lender or other party with whom Property Owner encumbers the Property.

6.25 Expedited Processing. Property Owner and the City agree to cooperate in the expedited processing of any legal action seeking specific performance, declaratory relief or injunctive relief, to set court dates at the earliest practicable date(s) and not cause delay in the prosecution/defense of the action, provided such cooperation shall not require any Party to waive any rights.

6.26 Entitlement to Written Notice of Default. The mortgagee of a mortgage or beneficiary of a deed of trust encumbering the Property, or any part thereof, and their successors and assigns shall, upon written request to the City, be entitled to receive from the City written notification of any default by Property Owner of the performance of Property Owner's obligations under this Agreement which has not been cured within sixty (60) days following the date of default. Property Owner shall reimburse the City for its actual costs, reasonably and necessarily incurred, to prepare this notice of default.

6.27 Counterparts. This Agreement is executed in duplicate originals, each of which is deemed to be an original. This Agreement, not counting the Cover Page, Table of Contents or Index, consists of 20 pages and five (5) Exhibits.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date first written above.

CITY OF DUARTE, a municipal corporation of the State of California

By: _____

John Fasana, Mayor

DATE:

APPROVED AS TO FORM:

By: _____

David B. Cosgrove, City Attorney

DATE:

ATTEST:
Marla Akana, City Clerk

By:_____

DATE:

CITY OF HOPE, a California nonprofit public benefit corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

**Exhibit A:**

**Mitigation Monitoring and Reporting Program**

ON FILE IN THE COMMUNITY DEVELOPMENT DEPARTMENT

**Exhibit B:**

**Project Description**

ON FILE IN THE COMMUNITY DEVELOPMENT DEPARTMENT

**Exhibit C:**

**Project Approvals**

ON FILE IN THE COMMUNITY DEVELOPMENT DEPARTMENT

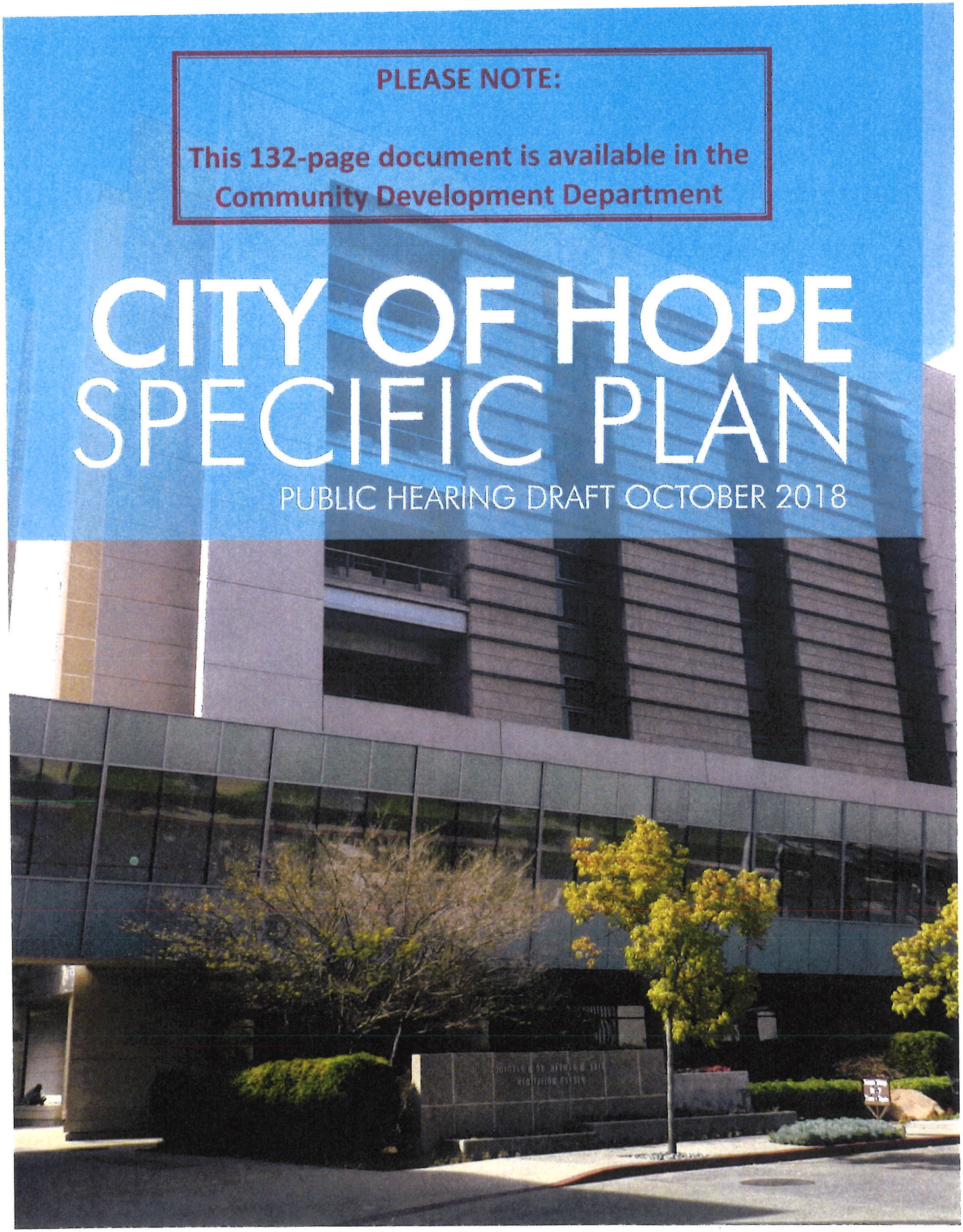
**Exhibit D:**

**Legal Property Description**

ON FILE IN THE COMMUNITY DEVELOPMENT DEPARTMENT

**Exhibit E:**

**City of Hope Specific Plan**



# MEMORANDUM

**To:** Mayor and City Council

**From:** Teresa Renteria, Assistant Civil Engineer

**Date:** October 23, 2018

**Subject:** Bid Results and Award of Contract for Citywide Removal and Replacement of Asphalt Concrete Pavement – Project 18-8

## RECOMMENDED ACTION

Staff recommends that the City Council award the Citywide Removal and Replacement of Asphalt Concrete Pavement Project to Hardy & Harper, Inc. at 1312 E. Warner Ave. Santa Ana, CA 92705, in the amount of $27,951.24.

## BACKGROUND

Cracking in asphalt concrete surface pavements is a phenomenon that engineering and maintenance staff have contended with for years. Cracks are inevitable, and neglect leads to accelerated cracking and eventually potholing, further reducing the life expectancy of the asphalt concrete surface pavements. As a preventative maintenance and to provide a serviceable pavement surface, City staff have determined that there is a need for removal and replacement of asphalt concrete pavement at locations shown on Table 2, "Location of Work".

At the June 12, 2018, budget meeting the Council approved the FY2018-19 Budget Plan, which included the Removal and Replacement of Asphalt Concrete Pavement Project under the funds allocated from the Highway Users Tax Fund.

In September, 2018, the City published the Citywide Removal and Replacement of Asphalt Concrete Pavement Project Notice Inviting Bids in accordance with Duarte Municipal Code (DMC) Section 2.36.060. On October 2, 2018, the City Clerk publicly opened six (6) bids for the subject project.

The results of the bid opening are as follows:

**Table 1**

| Contractor | Total Bid |
|---|---|
| Hardy & Harper, Inc. | $27,951.24 |
| Gentry General Engineering, Inc. | $39,619.50 |
| Palp Inc., DBA Excel Paving | $44,367.00 |
| All American Asphalt | $46,109.40 |
| Paveco Construciton, Inc. | $49,788.00 |
| E.C. Construction | $72,740.52 |

## ANALYSIS

The bids were reviewed for responsiveness to the bid specification requirements. Hardy & Harper, Inc. is the apparent low bidder and is in compliance with the bid requirements according to the Citywide Removal and Replacement of Asphalt Concrete Pavement Project specifications. In addition, Hardy & Harper, Inc. has performed acceptable work in the City of Duarte.

The funding source for this project consists of Highway Users Tax Funds.

## CONCLUSION

Staff recommends that the City Council award the Citywide Removal and Replacement of Asphalt Concrete Pavement Project to Hardy & Harper, Inc. at 1312 E. Warner Ave. Santa Ana, CA 92705, in the amount of $27,951.24.

DISTRIBUTION: Community Development Director
City Clerk
Staff

**Table 2**
**Location of Work**

| | STREET NAME |
|---|---|
| 1 | NWC HUNTINGTON AND CALLE ADRA |
| 2 | 1626 DELFORD |
| 3 | 1633 COTTER |
| 4 | 1956 EVERGREEN |
| 5 | 1956 EVERGREEN |
| 6 | 1858 EVERGREEN |
| 7 | 1850 EVERGREEN |
| 8 | 1848 EVERGREEN |
| 9 | 1700 EVERGREEN |
| 10 | EVERGREEN AT EASTFORD |
| 11 | SOUTHEAST CORNER BASHOR AND EDIE |
| 12 | CONATA N/O VINEYARD, EAST SIDE OF CURB LINE |
| 13 | Opposite 1134 CALLE ADRA |
| 14 | SWC LAS LOMAS AND MARKWOOD |

# MEMORANDUM

**To:** **Mayor and City Council**

**From:** **Teresa Renteria, Assistant Civil Engineer**

**Date:** **October 23, 2018**

**Subject:** **City Council Budget Amendment and Award of Construction Contract to Elecnor Belco Electric, Inc. for the Traffic Signal Battery Backup System and Pedestrian Head and Push Button Improvements – Project No. 19-3**

## RECOMMENDED ACTION

Staff recommends that the City Council:

(1) Approve a Budget Amendment to add $35,483 in Highway Users Tax Funds to the FY 2018-2019 Highway Users Tax Fund funded project.

(2) Award a construction contract for the "Traffic Signal Battery Backup System and Pedestrian Head and Push Button Improvements Project" to Elecnor Belco Electric, Inc. at 14320 Albers Way, Chino CA 91710, as the lowest responsive and responsible bidder in the amount of $285,483.

## BACKGROUND

Throughout the years the City of Duarte has experienced power interruptions causing traffic signals to flash or to go dark. A traffic signal that is dark or flashing may contribute to traffic congestion and may create conflicts to both vehicular travel and pedestrians. In addition, emergency vehicles are unable to preempt the operation of the nonfunctional traffic signal experiencing unwanted delays. Traffic signal battery backup systems or uninterruptible power supply units (UPSs) provide emergency power to traffic signals when utility power is not available.

City staff determined that there are eleven (11) intersections that may benefit from UPSs units. The following locations are proposed for installation of UPSs units:

1. Huntington Drive and Buena Vista Street
2. Central Avenue and Buena Vista Street
3. Evergreen Street and Buena Vista Street

4. Duarte Road and Buena Vista Street
5. Hope Drive and Duarte Road
6. Huntington Drive and Highland Avenue
7. Central Avenue and Highland Avenue
8. Business Center Drive and Highland Avenue
9. Huntington Drive and Crestfield Drive
10. Huntington Drive and Las Lomas Drive
11. Huntington Drive and Mountain Avenue

At the June 12, 2018, budget meeting the Council approved the FY2018-19 Budget Plan, which included works for the Phase I Battery Backup Project and pedestrian head and pushbutton improvements in the amount of $250,000 from Highway Users Tax Funds. This Highway Users Tax Fund allocation proved insufficient to construct the necessary improvements for the Traffic Signal Battery Backup System and Pedestrian Head and Push Button Improvements Project. Consequently, staff recommends the approval of a budget amendment of $35,483 to be added to the said project to fulfil a complete project as brought forth in the Total Bid Amount on Table 1 below.

The general nature of the work consists of furnishing all labor, material, equipment, services, and incidentals required for the traffic signal battery backup system and pedestrian head and push button improvements. The scope of the work includes Battery Backup shelves or cabinets, batteries, inverter, & accessories; replacing 8" signal heads, replacing push buttons including audible pedestrian push buttons, and constructing ADA curb ramps.

In September, 2018, the City published the Traffic Signal Battery Backup System and Pedestrian Head and Push Button Improvements Project Notice Inviting Bids in accordance with Duarte Municipal Code (DMC) Section 2.36.060. On October 2, 2018, the City Clerk publicly opened six (6) bids for the subject project.

The following are the bid results:

**Table 1**

| Contractor | Base Bid | Additive Bid | Total Bid |
|---|---|---|---|
| Whitman Electric | $198,296 | $75,920 | $274,216 |
| Elecnor Belco Electric, Inc. | $215,533 | $69,950 | $285,483 |
| California Professional Engineering, Inc. | $236,385 | $71,450 | $307,835 |
| ACCI | $230,252 | $89,412 | $319,664 |
| DBX, Inc. | $239,693 | $83,950 | $323,643 |
| PTM General Engineering Services, Inc. | $276,800 | $96,100 | $372,900 |

## ANALYSIS

The bids were reviewed for responsiveness to the bid specification requirements. The specifications for the Traffic Signal Battery Backup System and Pedestrian Head and Push Button Improvements Project requires the contractor to possess a valid Class A Contractor's License issued by the Contractor's State Board at the time the contract is awarded; and, be registered with the Department of Industrial Relations (DIR) for public works projects. Whitman Electric, the apparent low bidder, does not possess a Class A contractor's license and is not currently registered with the DIR; therefore, based on the failure to fulfill the bid requirements, Whitman Electric is disqualified as the low bidder.

Staff has determined that Elecnor Belco Electric, Inc. is the apparent second low bidder and is in compliance with all the bid requirements as specified on the Traffic Signal Battery Backup System and Pedestrian Head and Push Button Improvements Project specifications. Elecnor Belco Electric, Inc. has performed work for multiple cities including Pasadena, Glendale, Industry, Anaheim, Irvine, Los Angeles to name a few.

## CONCLUSION

Staff recommends that the City Council approve a Budget Amendment to add $35,483, in Highway Users Tax Funds to the FY 2018-2019 funded project, and award a construction contract for the "Traffic Signal Battery Backup System and Pedestrian Head and Push Button Improvements Project" to Elecnor Belco Electric, Inc. at 14320 Albers Way, Chino CA 91710, as the lowest responsive and responsible bidder in the amount of $285,483.

DISTRIBUTION: Community Development Director
City Clerk
Staff

City of Duarte

Sixteen Hundred Huntington Drive, Duarte, California 91010-2592
Tel 626-357-7931 FAX 626-358-0018 www.accessduarte.com

To: The Honorable Mayor and City Council

From: Brian Villalobos; Director of Public Safety Services

Subject: Approval of Duarte Unified School District Crossing Guard Agreement

Date: October 15, 2018

**Background:**
The City of Duarte and the Duarte Unified School District (DUSD) have had an established crossing guard agreement for over twenty years. The City of Duarte has hired, trained, and provided the necessary equipment, for the crossing guards. The City of Duarte and DUSD have each contributed 50% of the direct and incidental employment costs including, but not limited to, salary, worker's compensation benefits, disability insurance, and unemployment benefits associated with the school crossing guard program at the following locations:
Royal Oaks Drive at Royal Oaks School
Mt. Olive Drive at Royal Oaks Drive
Buena Vista Street at Kellwil Way
Crestfield Drive at Central Avenue
Deerlane Drive at Larkhall Avenue

**Fiscal Impact:**
This item was approved in the annual City budget for this fiscal year.

**Recommended Action:**
Staff recommends the Mayor and City Council approve the Duarte Unified School District Crossing Guard Agreement.

**Attachments:**
1. Signed DUSD Crossing Guard Agreement.

# AGREEMENT

The City of Duarte, hereinafter referred to as the "CITY", and the Duarte Unified School District, hereinafter referred to as the "DISTRICT", do enter into the following Agreement:

WHEREAS, the parties hereto desire to provide for a school crossing guard program at the locations shown in Exhibit "A", and to specify the respective responsibilities of such program.

NOW, THEREFORE, it is agreed as follows:

**SECTION I.**

For, and in consideration of, the covenants and conditions to be kept and performed by the CITY, as set forth in this Agreement, the CITY agrees:

A. To provide crossing guards and to monitor and/or coordinate the school crossing guard attendance, and to schedule substitutes as necessary.

B. To arrange and/or provide training of crossing guards for locations as shown in Exhibit "A".

C. To arrange and/or provide 100% of the direct costs for crossing guard equipment associated with the school crossing guard program.

D. To bear 50% of the direct and incidental employment costs including, but not limited to, salary, worker's compensation benefits, disability insurance, and unemployment benefits associated with the school crossing guard program at the following locations, which meet State traffic control warrants:

Royal Oaks Drive at Royal Oaks School
Mt. Olive Drive at Royal Oaks Drive
Buena Vista Street at Kellwil Way
Crestfield Drive at Central Avenue
Deerlane Drive at Larkhall Avenue

**SECTION II.**

For, and in consideration of, the covenants and conditions to be kept and performed by the DISTRICT, as set forth in this Agreement, the DISTRICT agrees:

# AGREEMENT

A. To bear 50% of the direct and incidental employment costs including, but not limited to, salary, worker's compensation benefits, disability insurance, and unemployment benefits associated with the school crossing guard program at the following locations, which meet State traffic control warrants:

Royal Oaks Drive at Royal Oaks School
Mt. Olive Drive at Royal Oaks Drive
Buena Vista Street at Kellwil Way
Crestfield Drive at Central Avenue
Deerlane Drive at Larkhall Avenue

**SECTION III.**

It is mutually agreed between the parties hereto as follows:

A. Crossing guards assigned to the location shall not be construed to be traffic controllers.

B. Crossing guards assigned to the location shall be responsible for pedestrian crossings only.

C. Neither the CITY nor any officer, employee, or agent of the CITY shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the DISTRICT in connection with any work, authority, or jurisdiction delegated to the DISTRICT under this Agreement. It is also understood and agreed that the DISTRICT shall fully indemnify, defend, and hold the CITY harmless from any liability imposed for injury occurring by reason of anything done or omitted to be done by the DISTRICT in connection with any work, authority, or jurisdiction delegated to the DISTRICT under this Agreement.

D. Neither the DISTRICT nor any officer, employee, or agent of the DISTRICT shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the CITY in connection with any work, authority, or jurisdiction delegated to the CITY under this Agreement. It is also understood and agreed that the CITY shall fully indemnify, defend, and hold the DISTRICT harmless from any liability imposed for injury occurring by reason of anything done or omitted to be done by the CITY in connection with any work, authority, or jurisdiction delegated to the CITY under this Agreement.

## AGREEMENT

E. This Agreement shall remain in full force and effect until either party requests an adjustment or modification.

F. This Agreement shall be reviewed and approved annually by the City and the District.

CITY OF DUARTE

_____ _____

Mayor Date

DUARTE UNIFIED SCHOOL DISTRICT

KEN BELL FOR DOUG EDW

_____ 8/23/2018

Douglas Edwards Date
Board President

ATTEST:

_____

City Clerk

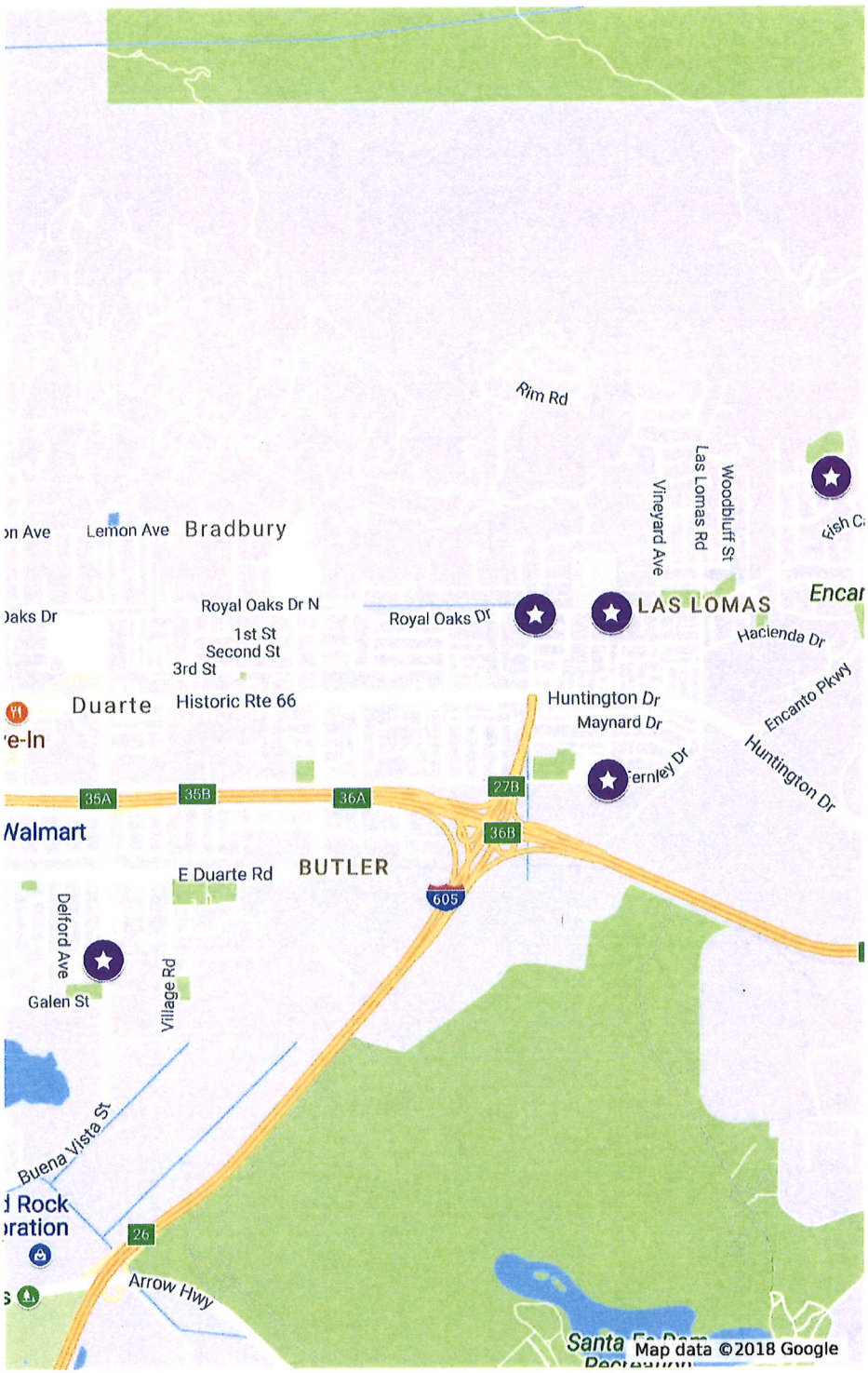
_____

Dr. Gordon Amerson
Superintendent

# Exhibit A

School District Crossing Guards

- Royal Oaks Dr at Royal Oaks School
- Mt Olive Dr at Royal Oaks Dr
- Buena Vista St at Kellwil Way
- Deerlane Dr at Larkhall Ave
- Crestfield Drive at Central Avenue



City of Duarte

Sixteen Hundred Huntington Drive, Duarte, California 91010-2592
Tel 626-357-7931 FAX 626-358-0018 www.accessduarte.com

To: The Honorable Mayor and City Council

From: Brian Villalobos; Director of Public Safety Services

Subject: Approval of California School of the Arts – San Gabriel Valley Crossing Guard Agreement

Date: October 15, 2018

**Background:**
The City of Duarte has had an established crossing guard program for over twenty years. The City has hired, trained, and provided the necessary equipment, for the crossing guards. To share the costs of the crossing guards the City of Duarte has partnered with the Duarte Unified School District. To that end, the City is looking to partner with the California School of the Arts – San Gabriel Valley (CSArts). The City and CSArts would each contribute 50% of the direct and incidental employment costs including, but not limited to, salary, worker's compensation benefits, disability insurance, and unemployment benefits associated with the school crossing guard program at the following locations:
Central Avenue at Highland Avenue
Highland Avenue at CSArts Driveway

**Fiscal Impact:**
This item was approved in the annual City budget for this fiscal year.

**Recommended Action:**
Staff recommends the Mayor and City Council approve the California School of the Arts – San Gabriel Valley Crossing Guard Agreement.

**Attachments:**
1. Signed CSArts Crossing Guard Agreement.

# AGREEMENT

The City of Duarte, hereinafter referred to as the "CITY", and the California School of the Arts – San Gabriel Valley, hereinafter referred to as the "CSArts", do enter into the following Agreement:

WHEREAS, the parties hereto desire to provide for a school crossing guard program at the locations shown in Exhibit "A", and to specify the respective responsibilities of such program.

NOW, THEREFORE, it is agreed as follows:

**SECTION I.**

For, and in consideration of, the covenants and conditions to be kept and performed by the CITY, as set forth in this Agreement, the CITY agrees:

A. To provide crossing guards and to monitor and/or coordinate the school crossing guard attendance, and to schedule substitutes as necessary.

B. To arrange and/or provide training of crossing guards for locations as shown in Exhibit "A".

C. To arrange and/or provide 100% of the direct costs for crossing guard equipment associated with the school crossing guard program.

D. To bear 50% of the direct and incidental employment costs including, but not limited to, salary, worker's compensation benefits, disability insurance, and unemployment benefits associated with the school crossing guard program at the following locations, which meet State traffic control warrants:

Central Avenue at Highland Avenue
Highland Avenue at CSArts Driveway

**SECTION II.**

For, and in consideration of, the covenants and conditions to be kept and performed by the CSArts, as set forth in this Agreement, the CSArts agrees:

A. To bear 50% of the direct and incidental employment costs including, but not limited to, salary, worker's compensation benefits, disability insurance, and unemployment benefits associated with the school crossing guard program at the following locations, which meet State traffic control warrants:

Central Avenue at Highland Avenue
Highland Avenue at CSArts Driveway

**SECTION III.**

It is mutually agreed between the parties hereto as follows:

A. Crossing guards assigned to the location shall not be construed to be traffic controllers.

B. Crossing guards assigned to the location shall be responsible for pedestrian crossings only.

C. Crossing guards assigned to the location will work the scheduled 180 days of the school year.

## AGREEMENT

D. Neither the CITY nor any officer, employee, or agent of the CITY shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the CSArts in connection with any work, authority, or jurisdiction delegated to the CSArts under this Agreement. It is also understood and agreed that the CSArts shall fully indemnify, defend, and hold the CITY harmless from any liability imposed for injury occurring by reason of anything done or omitted to be done by the CSArts in connection with any work, authority, or jurisdiction delegated to the CSArts under this Agreement.

E. Neither the CSArts nor any officer, employee, or agent of the CSArts shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the CITY in connection with any work, authority, or jurisdiction delegated to the CITY under this Agreement. It is also understood and agreed that the CITY shall fully indemnify, defend, and hold the CSArts harmless from any liability imposed for injury occurring by reason of anything done or omitted to be done by the CITY in connection with any work, authority, or jurisdiction delegated to the CITY under this Agreement.

F. This Agreement shall remain in full force and effect until either party requests an adjustment or modification.

G. This Agreement shall be reviewed and approved annually by the City and CSArts.

| CITY OF DUARTE | | California School of the Arts | |
|---|---|---|---|
| _____ | _____ | _____ | 10/16/18 |
| Mayor | Date | President | Date |

ATTEST:

_____ _____

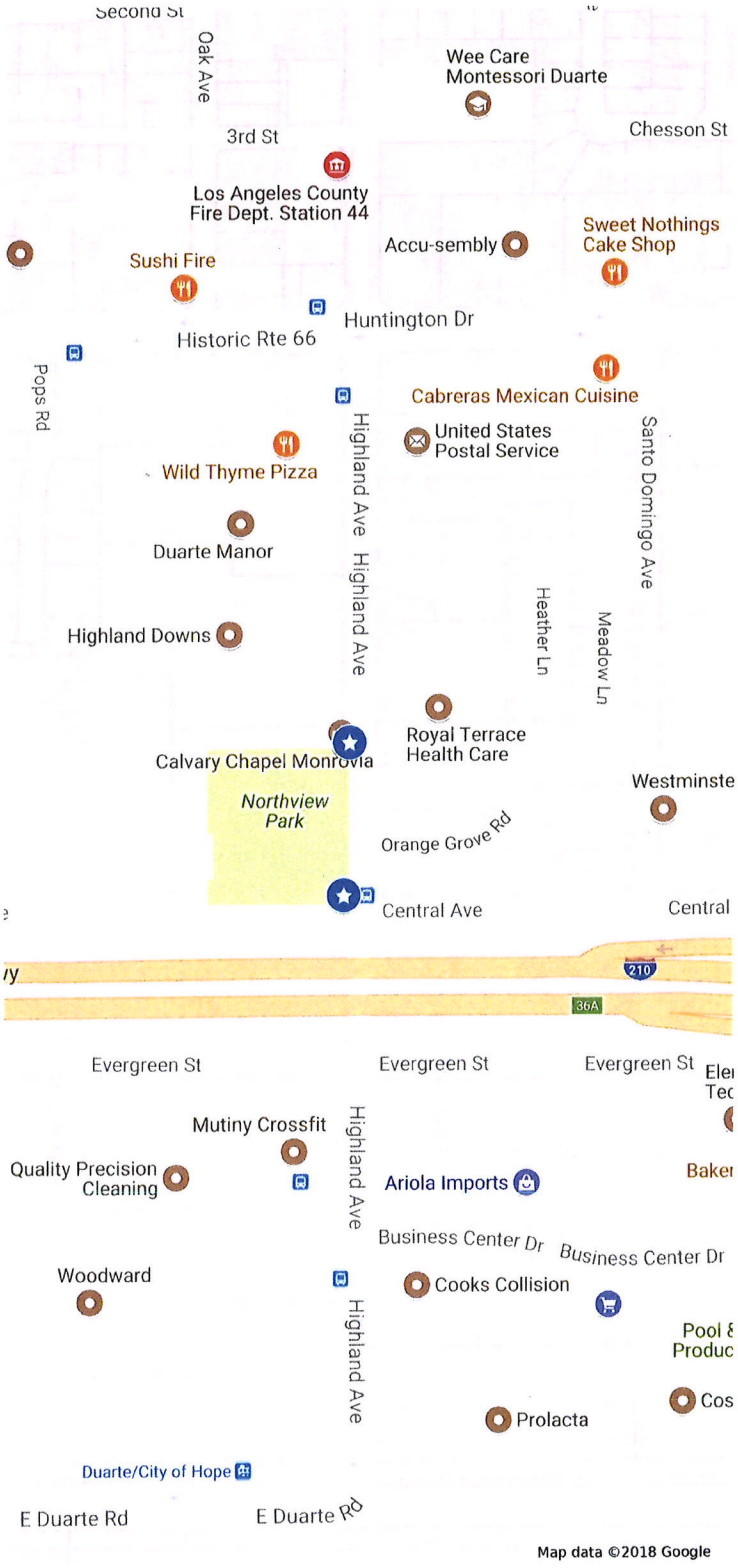
City Clerk Date

# Exhibit A

CSArts Crossing Guards

Highland Ave at CSArts Driveway

Central Ave at Highland Ave



# MEMORANDUM

City of Duarte

TO: CITY COUNCIL

FROM: COMMISSIONER Bylsma-Houghton

SUBJECT: NOTICE OF ABSENCE FROM ~~[illegible]~~ Park & Rec COMMISSION MEETING

DATE: 10-10-2018

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REASON FOR ABSENCE

_____ ACCIDENT

X VACATION

_____ SICKNESS

_____ OTHER *

_____ DEATH IN FAMILY

DATE OF MEETING ABSENCE Nov. 12, 2018

* EXPLANATION OF ABSENCE in FL for vacation

Signature

* * * * * * * * * * *

Absence noted by City Council

Date

(Revised 3/91)

## MEMORANDUM

**TO:** Mayor and Councilmembers

**FROM:** Darrell J. George, City Manager

**DATE:** October 18, 2018

**SUBJECT:** Conference Attendance – City Council Meeting of October 23, 2018

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Foothills Pregnancy Resource Center
Annual Gala – "A Star is Born"
Friday, November 9, 2018 – 6:00 p.m. – 9:00 p.m.
First Church of the Nazarene, Pasadena
$80 per ticket

You are Invited to

# A STAR-STUDDED RED CARPET EVENT!

Foothills Pregnancy Resource Center's Annual Gala

# "A STAR IS BORN"

Friday, November 9th, 2018

6:00 pm -9:00 pm

Gourmet Dinner · Silent Auction · Special Guest Speakers

First Church of the Nazarene

3700 E Sierra Madre Blvd. · Pasadena, CA 91107

Tables Seating 8 for $600 ★ Individual Tickets $80

Please RSVP

by mail using the enclosed card

or call (626) 358-2122

# AGENDA
# DUARTE PUBLIC FINANCING AUTHORITY
# REGULAR MEETING – TUESDAY, OCTOBER 23, 2018
# 7:00 P.M. COUNCIL CHAMBERS
# 1600 Huntington Drive, Duarte, California

1. CALL TO ORDER AND NOTATION OF ANY ABSENCES
2. ADOPTION OF AGENDA
3. APPROVAL OF MINUTES – Meeting of October 24, 2017
4. ORAL COMMUNICATIONS – ITEMS NOT ON THE AGENDA
   *Anyone wishing to speak on an issue that is not on the Agenda, but that is within the subject matter jurisdiction of the Authority may do so at this time. The opportunity to speak is on a first-come first-served basis. Each person may speak once for no more than 3 minutes and there is a maximum of 30 minutes for all Oral Communications. Under the Brown Act, members of the Authority Board and staff can respond only with a brief reply to issues raised in Oral Communications, and no action on such matters may take place at this meeting.*
5. ITEMS FROM BOARD MEMBERS
6. ADJOURNMENT

**ADDRESSING THE FINANCING AUTHORITY:**

If you wish to address the Financing Authority on any item on the Agenda, you should fill out a Speaker Card indicating which item or items on the Agenda you wish to speak about, and hand the card to the City Clerk. You will be called to the Podium when that item is heard by the Authority. If you wish to address the Authority on any item that is not on the Agenda, but that is within the subject matter jurisdiction of the Authority, you may do so under the "Oral Communications" portion of the Agenda. At the podium, before starting your remarks, please state your name and city of residence for the record.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, you should contact the City Manager's office at (626) 357-7931. Notification no later than 1:00 p.m. on the day preceding the meeting will enable the City to make reasonable arrangements to assist your accessibility to this meeting.

The Duarte Public Financing Authority was created in 1988 through a joint powers agreement between the Duarte Redevelopment Agency of the City of Duarte and the City of Duarte. Authorization for the Authority was created by the State through the Marks-Roos Bond Act of 1985. The Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte, a separate public entity, succeeded to the position of the Redevelopment Agency upon dissolution of the Redevelopment Agency on February 1, 2012. The Authority has the ability to purchase and remarket bonds and/or notes sold by the Agency and the City, thereby facilitating public improvements by helping secure lower rates of interest and otherwise reducing financing costs. Members of the Duarte City Council serve as the Authority's Board. The Authority is required to hold a minimum of one meeting each year on the 4th Tuesday of October.

Note: Any documents distributed by the Financing Authority to a majority of the Board less than 72 hours prior to the Authority meeting will be made available for public inspection at City Hall, 1600 Huntington Drive, Duarte, CA 91010, during normal business hours, except such documents that relate to closed session items or which are otherwise exempt from disclosure under applicable law.

# MINUTES

## DUARTE PUBLIC FINANCING AUTHORITY
## REGULAR MEETING – OCTOBER 24, 2017

| | |
|---|---|
| CALL TO ORDER | The Duarte Public Financing Authority met in a regular meeting in the Council Chambers, 1600 Huntington Drive, Duarte, California. Vice Chairperson Fasana called the meeting to order at 8:45 p.m. |
| RECORDATION OF ATTENDANCE | The following were in attendance:<br>PRESENT: Fasana, Paras-Caracci, Reilly, Kang<br>ABSENT: Finlay<br>ADMINISTRATIVE STAFF PRESENT:<br>Executive Director/Secretary George<br>Authority Attorney Cosgrove |
| ADOPTION OF AGENDA | Kang moved, Paras-Caracci seconded to adopt the Agenda, and carried with Finlay absent. |
| APPROVAL OF MINUTES October 25, 2016 | Paras-Caracci moved, Kang seconded to approve the Minutes of October 25, 2016, and carried with Finlay absent. |
| ADJOURNMENT | The meeting was adjourned at 8:47 p.m. |

_____
Chairperson

ATTEST:

_____
Secretary