

MEMORANDUM

TO: City Council
FROM: City Manager
DATE: September 21, 2017
SUBJECT: Comments on Agenda Items, Meeting of September 26, 2017

At 5:00 p.m., a workshop will be held for all City Commissioners, and those who are considering serving on a Commission. Dinner will also be provided to all those in attendance.

ITEM 7. A Public Safety update will be provided by Public Safety Director Brian Villalobos.

ITEM 11.D (Consent). A proclamation was presented to Bill Keener earlier in the day, proclaiming September 26, 2017, as “Bill Keener Day in Duarte.” Bill is a long-time employee who dedicated over 22 years of part-time work to the City of Duarte Facilities Maintenance Division. Bill helped immeasurably to improve the appearance and function of various City facilities including the Fitness Center, Teen Center, swimming pools, Community Center, Senior Center, park buildings, and park restrooms. We thank Bill for all his years of service, along with his energy, dedication, and great spirit.

ITEM 11.E (Consent). This is a proclamation declaring October 15-21, 2017, as “Freedom From Workplace Bullies Week.” California Healthy Workplace has invited all California cities to help raise awareness to correct and prevent workplace bullying.

ITEM 11.I (Consent). This item is to authorize the City Manager to execute an Annual Service Agreement with Community Media of the Foothills (CMF) in the amount of \$24,500 for public access programming. This is the second piece of the “hybrid” model earlier approved by the City Council to deliver public, educational, and governmental access programming to the community. The agreement with DCTV for governmental and educational access programming was previously approved.

ITEM 11.J (Consent). This is the second reading of an Ordinance adding a section to the Duarte Municipal Code regarding electric vehicle charging stations, and expediting their permitting process. It has become the policy of the State to promote and encourage the use of electric vehicle charging stations, and to limit obstacles to their use by minimizing the permitting costs of such systems.

ITEM 13. This is a Public Hearing to receive public comment regarding the composition of potential voting districts as part of the City’s potential transition from an “at-large” election system of electing City Councilmembers to a “by-district” election system. It is recommended that the Council receive and discuss public comment regarding the composition of the City’s yet to be formed voting districts pursuant to Elections Code Section 10010(a)(1), and that the City Council adopt a resolution setting forth legal criteria for drawing these districts.

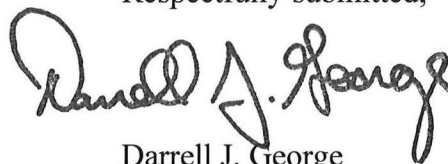
Now that the resolution of intention has been enacted, the first step in the process in the City’s conversion is to hold two public hearings to receive public comment regarding the composition of the districts. This hearing on September 26, 2017, is the first such hearing, and the second

will occur on October 10, 2017. Based in part on input received at these hearings, the City's districting consultant/demographer (National Demographics Corporation, or NDC) will draw proposed district maps for the City Council and public's consideration and comment only after these two public hearings, for presentation and discussion at two future public hearings.

ITEM 14.A. Staff is recommending that the City Council authorize the City Manager to enter into a Memorandum of Understanding (MOU) with Foothill Transit. Last year, City Council directed staff to work with Foothill Transit on a concept of a joint partnership, where Foothill Transit provides, operates, and maintains electric transit vehicles on the same route that the City is currently providing. With this partnership, Foothill Transit will assist us in the purchase of buses, and then through its Arcadia facility operator Transdev, operate and maintain 35-foot long-range electric buses on our existing fixed route and schedule. The City will pay for the buses and pay Foothill Transit for operational expenses. The City's two existing full-time Transit staff will continue to manage the City's Fleet Services, as well as manage the Foothill Transit operating agreement.

ITEM 14.B. This is to approve our Fiscal Year 2017-18 Senate Bill 1 (SB 1) Project List, along with a budget amendment for \$125,000 for project funding, and to receive the Huntington Drive Intersection Capacity Analysis. SB 1 was signed on April 28, 2017, by the Governor for the Road Repair and Accountability Act of 2017. This bill was passed to ensure that basic road maintenance, rehabilitation, and critical safety needs are met on both the local and State highway systems. To be eligible for Road Maintenance and Rehabilitation Account (RMRA) funding, the City is required to provide basic annual RMRA project reporting to the California Transportation Commission. For the Fiscal Year 2017-18, the City will need to amend the budget to show RMRA funding projects, and approve a project list of projects that will utilize the funds. This information must be submitted to the State by October 16, 2017.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Darrell J. George". The signature is fluid and cursive, with the first name "Darrell" and last name "George" being the most prominent parts.

Darrell J. George
City Manager

VOLUNTEER



**The City of Duarte Seeks Volunteers to Fill City Commissions!
Learn the Ins and Outs of Serving on a City Commission by Attending the:**

CITY COMMISSIONER INFORMATIONAL WORKSHOP AND DINNER

**September 26, 2017
at 5:00 p.m.
Duarte Community Center**

Accepting Applications Beginning October 2nd to Fill 18 Positions on its 6 City Commissions!

**For more information contact Karen Herrera
(626) 357-7931, ext. 221
or visit www.accessduarte.com**



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 – SEPTEMBER 12, 2017

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 Finlay called the meeting to order at 5:02 p.m.
RECORDATION OF ATTENDANCE	The following were in attendance: PRESENT: Fasana (arrived prior to Closed Session), Kang (arrived during Closed Session, left at 8:49 p.m.), Paras-Caracci, Reilly, Finlay ABSENT: None ADMINISTRATIVE STAFF PRESENT: City Manager George, City Attorney Cosgrove
ADOPTION OF AGENDA	Reilly moved, Paras-Caracci seconded to adopt the Agenda, as amended to adjourn in memory of Georganna Pettengill, and carried with Fasana and Kang not present.
CLOSED SESSION Conference with Legal Counsel Anticipated/Pending Litigation	There was no public input. Cosgrove stated Item 3.C (Exposure to litigation) would not be considered. The first Closed Session is pursuant to Government Code Section 54956.9(d)(4); Anticipated litigation. The second Closed Session is pursuant to Government Code Section 54956.9(a); Pending litigation; <i>Cities of Duarte et al v. State Water Resources Control Board et al</i> , Orange County Superior Court Case No. 30-2016-00833614-CU-WM-CJC and Related Case <i>City of Gardena v. Regional Water Quality Control Board – Los Angeles Region, et al</i> , Orange County Superior Court Case No. 30-00833722-CU-WM-CJC. The Closed Session concluded at 6:05 p.m.
RECEPTION	A Reception was held in celebration of the City of Duarte's 60 th Anniversary. Mayor Finlay presented Lois Gaston with a Proclamation for being the City of Duarte's official Community Hero at the Los Angeles County Fair's Duarte Day Celebration. City Council reconvened at 7:04 p.m., with all members present.
PLEDGE TO THE FLAG	Commander Scroggin led the Pledge of Allegiance to the Flag.
MOMENT OF REFLECTION	A moment of reflection was observed.
FITNESS/MENTAL WARM-UP	Brian Villalobos and Finlay provided the warm-up.
PUBLIC REPORT OF CLOSED SESSION	Cosgrove reported that City Council authorized the initiation of litigation on the first item, and no reportable action was taken on the second item.

SPECIAL ITEMS

Marine Pfc. Francisco Martinez-Flores

Mayor Finlay introduced the family of Marine Pfc. Francisco Martinez-Flores, who thanked the community for its support. Mayor Finlay stated the Duarte Post Office recently removed Francisco's portrait from its lobby, and after working with Congressmember Napolitano's office, she was pleased to announce that the portrait will again be displayed at the Post Office. On behalf of Congressmember Napolitano, Hector Elizalde presented a United States flag and certificate to the family, and thanked U.S. Marine Corps representatives for attending the meeting.

Recognition – Quality Precision Cleaning, Inc.

Mayor Finlay noted Mr. Dino was not in attendance, and stated the certificate for Quality Precision Cleaning in recognition of being named LA County Sanitation Districts "Good Corporate Citizen" will be delivered to him.

Introduction – Mayor's Youth Council

Mayor Finlay introduced and presented Certificates of Appointment to the Mayor's Youth Council, and congratulations were extended.

Mayor's Youth Council update

Samantha Martinez and Yesenia Chavez presented an update on upcoming Teen Center events in September.

Chamber Quarterly Report

Tina Carey, Duarte Chamber Board Chair, presented the Chamber of Commerce Quarterly Report, stated they have moved into the new building, and announced that Sheryl Lefmann has accepted the position of President/CEO after the resignation of Jim Kirchner.

ANNOUNCEMENTS

Joanna Gee, Duarte Library, announced programs, classes, story times, and contests in September and October.

Karen Herrera announced a number of upcoming community events, shows, and celebrations in September and October.

Hector Elizalde presented a Congressional Certificate from Congressmember Napolitano to the City in celebration of its 60th anniversary of incorporation.

Debra Mendelsohn presented a Certificate from Supervisor Barger to the City in celebration of its 60th anniversary.

Kristi Lopez stated a Certificate from Senator Portantino will be presented to the City at the Route 66 Parade.

Shauna Pierce announced the Duarte High School Show Choir will perform at Carnegie Hall in New York in February.

Rachel Pierce announced the Duarte High School Show Choir will be singing the National Anthem at Angel Stadium on September 29, and invited all to attend.

CONSENT CALENDAR

George asked that Consent Item F (Agreement with Community Media of the Foothills) be continued to a future Council Meeting. Kang moved, Paras-Caracci seconded to approve the Consent

Calendar as follows, and carried unanimously.
Approve Items B, C, H.
Receive and File Item D
Remove Items A, E, F, G.

ITEMS REMOVED

Item A – Minutes

Lino Paras stated he did not challenge the ADA item at the 8/31 meeting.

ITEM A – APPROVED

Paras-Caracci moved, Kang seconded to approve the Minutes of August 8, August 31, and September 6, 2017, and carried unanimously.

Item E – Notice of Completion
Platinum Construction Design

Jason Golding, Planning Division Manager, answered questions pertaining to contingency funds and signage.

ITEM E – APPROVED

Reilly moved, Paras-Caracci seconded to accept the Duarte Chamber of Commerce Tenant Improvement Project (Platinum Construction Design), and to authorize the City Clerk to initiate the Notice of Completion, and carried unanimously.

Item F – CMF Agreement
ITEM F – CONTINUED

This item (Agreement with Community Media of the Foothills) was continued to a future City Council Meeting.

Item G – Budget Amendment

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

ITEM G – APPROVED

Reilly moved, Paras-Caracci seconded to approve the budget amendment in the amount of \$35,000 for expenses related to ADA improvements to Encanto Park restrooms, and carried unanimously.

PUBLIC HEARING

Council Bill 17-O-06

Elec. Vehicle Charging Stations
(First Reading)

Mayor Finlay announced this was the time and place set to consider this item.

Nick Baldwin, Associate Planner, presented a staff report about the proposed ordinance including background, analysis, State requirements, and the City's current expedited process, noted in Section 1, Paragraph (d), Item (1), the word "adopt" has been changed to the word "implement," and answered questions from Councilmembers pertaining to expedited review and ranges of charging for vehicles.

Notice of the hearing was given, the affidavit is on file, and no written communications were filed on the matter.

Cosgrove read by title Council Bill 17-O-06:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADDING SECTION 16.04.100 "ELECTRIC VEHICLE CHARGING STATIONS" TO CHAPTER 16.04 "BUILDING LAWS," OF THE DUARTE MUNICIPAL CODE (MCA 17-01), RELATING TO AN EXPEDITED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS (First Reading)

Mayor Finlay asked if anyone in the audience wished to speak on the item.

Lino Paras stated this is good, suggested it be publicized, and said the more people who know about solar the better.

Fasana moved, Reilly seconded to close the Public Hearing, and carried unanimously.

Fasana moved, Kang seconded to introduce Council Bill 17-O-06 for first reading, as amended as stated above, and carried unanimously.

BUSINESS ITEM
League resolutions

George stated he will be attending the 2017 League of California Cities Conference, Council has designated him as the Voting Delegate, and he will cast the City's vote based on Council direction.

Fasana moved, Kang seconded to support both resolutions that will be considered at the League Conference, and carried unanimously.

ORAL COMMUNICATIONS

The following spoke on items not on the Agenda.
Lino Paras – California Voting Rights Act.

ITEMS FROM CITY COUNCIL/
CITY MANAGER

GEORGE: Stated he will be at the League Conference from Wednesday through Friday.

PARAS-CARACCI: Stated the Coffee with Assemblymember Rubio event was great, she hopes it could be publicized better, and suggested it could be posted on Facebook live, attended the 14th Annual Boxing Show, the Bonuan Association of Southern California installation, and CS Arts meet and greet, she hopes the Superintendent could present a report about the net gains in our entire district related to the CS Arts, congratulated Dr. Irene Murray on her appointment to the School Board, congratulated the Chamber, sponsors, staff, and attendees of the Women's Business Expo, congratulated awardees at the SGV Economic Partnership Gala, thanked Irwindale for removing graffiti at Mt. Olive Storage, inquired if there could be a three-hour parking limit in front of Aloysia Moore Park (Villalobos responded), and expressed comments about Mrs. Pettengill, Mrs. Montgomery, and Ms. Heyer.

REILLY: Stated Councilmember Paras-Caracci did a great job as emcee at the Women's Conference, discussed watching hurricane news coverage and sends prayers to all affected, and stated she traveled to see the eclipse and it was spectacular.

FASANA: Stated he was impressed by preparedness for and responses to the hurricanes, thoughts and prayers are with those in Houston, Florida, and Mexico, feels we need to do more planning, stated the incident in Charlottesville was deplorable

and not appropriate behavior, discussed the dreamers and DACA issue, and stated the services Dorothy Montgomery and her family provided to the City are appreciated.

KANG: Stated there is a long delay at the traffic lights at Buena Vista/Duarte Road for the north-south direction, asked if we could work on that, inquired about recent commercial burglaries (Villalobos responded), inquired if the landlord for Duarte Pizza Company can put in more lighting, and inquired about the fencing requirement around swimming pools, as his cousin's young daughter Luna recently fell into a pool and passed away.

FINLAY: Inquired about the possibility of holding an Emergency Preparedness Fair in the future, related her experience about being in the Florida Keys recently, announced breakfast with Sheriff and Fire Departments on the first Wednesday of the month at 7:30 a.m., attended Southern California Economic Summit regarding the need for housing in the State, and stated the Women's Expo was superb, and the eclipse was a big event.

ADJOURNMENT

Paras-Caracci moved, Reilly seconded to adjourn the meeting at 8:51 p.m. in memory of Dorothy Montgomery, Heather Heyer, Georganna Pettengill, and Luna, to a Special City Council Meeting, September 20, 2017, 5:00 p.m., Duarte Community Center, and carried unanimously.

Mayor Margaret Finlay

City Clerk

MINUTES

CITY COUNCIL OF THE CITY OF DUARTE SPECIAL MEETING – SEPTEMBER 20, 2017

CALL TO ORDER The City Council of the City of Duarte met in a special meeting in the Duarte City Council Chambers, 1600 Huntington Drive, Duarte, California. Mayor Finlay called the meeting to order at 5:11 p.m.

RECORDATION OF ATTENDANCE The following were in attendance:
PRESENT: Fasana, Kang, Paras-Caracci, Reilly, Finlay
ABSENT: None
ADMINISTRATIVE STAFF: City Manager George, Assistant City Attorney Fenstermacher

ADOPTION OF AGENDA Reilly moved, Paras-Caracci seconded to adopt the Agenda, and carried unanimously.

ITEM FOR CONSIDERATION George read by title Council Bill 17-R-44:
Council Bill 17-R-44
Intent to initiate procedures for by-district elections

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, EXPRESSING THE CITY COUNCIL'S INTENTION, PURSUANT TO ELECTIONS CODE SECTION 10010(e)(3)(A), TO INITIATE PROCEDURES FOR ESTABLISHING AND IMPLEMENTING BY-DISTRICT ELECTIONS FOR CITY COUNCIL MEMBERS

George presented a brief staff report about the proposed Council Bill, and discussed reasons for its consideration.

Alan Fenstermacher, Rutan & Tucker, provided a detailed staff report about the item, including transition, the California Voting Rights Act (CVRA), timeline, public hearing requirements, and recommendation for adoption of the resolution.

Lino Paras suggested the City fight this, said this is political bullying, the City should take a chance, a law can be challenged, stated it is legal blackmail, and district elections were rejected during the incorporation of the City.

Fenstermacher answered questions from Councilmembers pertaining to what could happen should the City be sued and lose, safe harbor provision, protected class, number of cities who attempted to sue, and at-large Mayor.

There was discussion about at-large elections serving our City well for a number of years, number of districts, at-large Mayor, possibility of becoming a charter city, disappointment about being forced to do this, results of not taking this action, possibility of getting an extension, letter being a direct attack on our community and the intelligence of our voters, residents not

asking for districting, feeling of being bullied, not wanting a protracted litigation, possibly amending the resolution to indicate should another city win a lawsuit or if the statute changes, we can go back to conducting at-large elections, and the need to adopt the resolution now.

Reilly moved, Paras-Caracci seconded to adopt Resolution No. 17-44.

Mayor Finlay and City Councilmembers read the entire resolution into the record.

There was further discussion about best interest of the City, staggered district elections, and possibility of all seats being voted upon in 2020.

Reilly called for the question.

RESOLUTION NO. 17-44

The motion to adopt Resolution No. 17-44 carried by the following Roll Call vote:

AYES: Kang, Reilly, Paras-Caracci, Fasana

NOES: Finlay

George provided the following possible dates for City Council consideration to conduct Public Hearings during this process: November 2, November 13, and December 4, with all hearings beginning at 5:00 p.m. Once the dates have been confirmed, the required Public Hearing notices will be posted.

ADJOURNMENT

Fasana moved, Reilly seconded to adjourn the meeting at 6:12 p.m., and carried unanimously.

Mayor Margaret Finlay

ATTEST:

City Clerk



City of Duarte

Council Warrant Register Over \$5000

By Payment Number

Payment Dates 09/13/2017 - 09/26/2017

Payment Number	Payment Date	Vendor #	Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
208439	9/13/2017	2028	COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS				5,537.23
	REPW-17081601057	Traffic Signal Maintenance 6/2017			240-2405-7890		5,537.23
208456	9/13/2017	0237	WAXIE SANITARY SUPPLY				6,955.58
	76881676	Carpet Extractor			100-1610-7618		4,633.25
	76890241	Janitorial Supplies			100-1610-7618		2,322.33
208494	9/26/2017	0005	ALEX ROMO AUTO & TRUCK REPAIR				5,122.18
	0188671	Veh 33 Transmission			440-4405-7887		5,093.23
	0188725	Veh 36 Flat Tire Repair			100-1205-7650		28.95
208504	9/26/2017	5120	CHARLES ABBOTT ASSOCIATES INC				35,316.69
	57376	Building & Safety Services 8/2017			100-1405-7800		35,316.69
208517	9/26/2017	5637	LA MOBO BUS SERVICE INC				5,444.89
	6402	Bus 103 Turbo and Actuator			440-4405-7887		5,224.20
	6421	Bus 104 Purge Valve Rebuild Kit			440-4405-7887		220.69
208522	9/26/2017	0056	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT				333,841.74
	180060CY	Sheriff Contract 7/2017			100-1205-7781	201716-Sheriff's-CalGrip 2017-2018 (3 of 3 MOU	15,291.83
	180060CY	Sheriff Contract 7/2017			100-1205-7781		304,799.91
	180060CY	Sheriff Contract 7/2017			290-2905-7781		13,750.00
208524	9/26/2017	5794	MOSS, LEVY & HARTZHEIM LLP				10,000.00
	7651	Interim Audit Fieldwork FY17			100-1805-7654		10,000.00
208530	9/26/2017	0904	RKA CONSULTING GROUP				10,887.50
	26515	Contract City Engineer 7/2017			100-1405-7969		3,375.00
	26516	Engineering Plan Check 7/2017			100-1405-7969		1,547.50
	26517	Engineering-Royal Oaks Signal 7/2017			100-1405-7969	201725-Royal Oaks Signal	3,190.00
	26518	Engineering-FY18 LLD 7/2017			100-1405-7969		375.00
	26519	Engineering-Las Lomas Gas Line Inspe			100-1405-7969	201719-Engineering-Gas Co-Las Lomas/Calle Ma	2,400.00
208531	9/26/2017	0196	RUTAN & TUCKER LLP				41,189.69
	785883	General City Attorney (Retainer) 7/20			100-1015-7680		11,218.01
	785884	Code Enforcement Legal 7/2017			100-1015-7684		1,326.37
	785886	NPDES Litigation (Enviro/Stormwater)			100-1015-7686		27,461.31
	785888	City of Hope Legal 7/2017			100-1015-7686	201406-Legal Fees-City of Hope EIR Reimb	1,184.00
208537	9/26/2017	4917	SUPERIOR PAVEMENT MARKINGS INC				7,665.75
	8624	School Zone X-Walk & Curb Paint			220-2210-7812		7,665.75
44	9/13/2017	4286	MAXTREME INC				10,371.65
	13292	Misc Cables SC Project			100-1605-7980	201722-Senior Ctr-Other Expense-Technology Gr	187.31
	13292	Misc Cables			100-1815-7980		264.25
	13293	Barracuda Return Shipping Cost			100-1815-7631		13.00
	13294	Office 365 7/2017			100-1815-7632		363.00
	13294	Office 365 8/2017			100-1815-7632		363.00
	13295	IT Helpdesk 8/2017			100-1815-7965		8,700.00
	13295	Crash Plan Recovery 8/2017			100-1815-7980		200.00
	13297	Zagg Shield HD (Tzeitel Paras-Caracci			100-1005-7980		51.68
	13297	Western Digital Drive Data Backup for			100-1815-7980		229.41
EFT05148	9/13/2017	5308	CALIFORNIA AMERICAN WATER				7,937.91
	91317a	CAL AM-Encanto Pkwy 7/20/17 - 8/1			240-2410-7844		7,937.91

Payment Total: 480,270.81

Report Summary**Fund Summary**

Fund	Payment Amount
100 - GENERAL FUND	434,841.80
220 - GAS TAX FUN	7,665.75
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	13,475.14
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	13,750.00
440 - PROPOSITION A TRANSIT FUND	10,538.12
Grand Total:	480,270.81

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7980	Other Expenses	51.68
100-1015-7680	City Attorney	11,218.01
100-1015-7684	Code Enforcement	1,326.37
100-1015-7686	Other Legal Services	28,645.31
100-1205-7650	Vehicle Maintenance	28.95
100-1205-7781	Contract Law Enforceme	320,091.74
100-1405-7800	Building Department Ser	35,316.69
100-1405-7969	City Engineer	10,887.50
100-1605-7980	Other Expenses	187.31
100-1610-7618	Building Supplies	6,955.58
100-1805-7654	Audit Services	10,000.00
100-1815-7631	Equipment Maintenance	13.00
100-1815-7632	Software Maintenance	726.00
100-1815-7965	Professional Services	8,700.00
100-1815-7980	Other Expenses	693.66
220-2210-7812	Street Striping & Markin	7,665.75
240-2405-7890	Repairs-Traffic Signal	5,537.23
240-2410-7844	Water-Citywide	7,937.91
290-2905-7781	Contract Law Enforceme	13,750.00
440-4405-7887	Repairs & Replacements	10,538.12
Grand Total:		480,270.81

Project Account Summary

Project Account Key	Payment Amount
None	458,017.67
201406-Legal Fees-City of Hope EIR Reimb	1,184.00
201716-Sheriff's-CalGrip 2017-2018 (3 of 3 MOU)	15,291.83
201719-Engineering-Gas Co-Las Lomas/Calle Martos	2,400.00
201722-Senior Ctr-Other Expense-Technology Grant	187.31
201725-Royal Oaks Signal	3,190.00
Grand Total:	480,270.81



City of Duarte

Council Warrant Register by Account

By Fund

Payment Dates 09/13/2017 - 09/26/2017

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 100 - GENERAL FUND					
100-1005-7647	U.S. BANK	Liz Reilly Fall Educational Summit 9/29/17	208491		450.00
100-1005-7647	U.S. BANK	Liz Reilly Washington Update Event	208491		50.00
100-1005-7980	MAXTREME INC	Zagg Shield HD (Tzeitel Paras-Caracci Phone)	44		51.68
100-1005-7980	THE SAUCE CREATIVE SERVICES CO	Council Performance	208532		51.56
100-1005-7980	BOTANICA FLORIST	Duarte's 60th Anniversary Flowers	208459		75.78
100-1005-7980	VERIZONWIRELESS	Reilly-Granicus iPad 8/19/17 - 9/18/17	EFT05150		18.60
100-1005-7980	VERIZONWIRELESS	Paras-Granicus iPad 8/19/17 - 9/18/17	EFT05150		18.60
100-1005-7980	VERIZONWIRELESS	VW-City Hall 7/19/17 - 8/18/17	EFT05166		555.37
100-1005-7980	VERIZONWIRELESS	VW-City Hall 7/19/17 - 8/18/17	EFT05166		54.91
100-1010-7610	U.S. BANK	Darrell George League Annual Conf Registration	208491		525.00
100-1010-7610	U.S. BANK	Darrell George Mtg w/Nissan Reps (Old Spaghetti)	208491		50.93
100-1010-7610	U.S. BANK	Darrell George Hotel League Mtg 7/28/17 (Marriott)	208491		12.00
100-1010-7610	U.S. BANK	City/DUSD Meeting 8/1/17 (Old Spaghetti)	208491		16.66
100-1010-7610	U.S. BANK	Darrell George Airfare-League Mtg Sacramento	208491		172.96
100-1010-7614	STAPLES ADVANTAGE	Credit for Invoice #3346516112	208536		-21.08
100-1010-7614	STAPLES ADVANTAGE	Office Supplies	208536		84.69
100-1010-7980	DUARTE PETTY CASH	Table Covers-Council Workshop	208481		7.65
100-1010-7980	DUARTE PETTY CASH	Council Special Meeting Food	208481		26.57
100-1010-7980	DUARTE PETTY CASH	Council Workshop Food	208481		4.95
100-1010-7980	U.S. BANK	CC Mtg Dessert 8/8/17 (Baklava Land)	208491		30.00
100-1010-7980	U.S. BANK	Council Workshop 8/8/17 (Nothing Bundt Cakes)	208453		40.00
100-1010-7980	U.S. BANK	Council Workshop 8/8/17 (Aikoi Poke)	208453		276.72
100-1010-7980	VERIZONWIRELESS	CM-Granicus iPad 8/19/17 - 9/18/17	EFT05150		18.60
100-1010-7980	VERIZONWIRELESS	CH-Granicus iPad 8/19/17 - 9/18/17	EFT05150		18.60
100-1010-7980	VERIZONWIRELESS	KP-Granicus iPad 8/19/17 - 9/18/17	EFT05150		18.60
100-1010-7980	VERIZONWIRELESS	DG-Granicus iPad 8/19/17 - 9/18/17	EFT05150		18.60
100-1010-7980	VERIZONWIRELESS	KH2-Social Media iPad 8/19/17 - 9/18/17	EFT05150		18.60
100-1010-7980	VERIZONWIRELESS	BV-Granicus iPad 8/19/17 - 9/18/17	EFT05150		18.60
100-1010-7980	VERIZONWIRELESS	KH-Social Media iPad 8/19/17 - 9/18/17	EFT05150		18.60
100-1010-7980	VERIZONWIRELESS	VW-City Hall 7/19/17 - 8/18/17	EFT05166		54.93
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 7/2017	208531		11,218.01
100-1015-7682	BURKE, WILLIAMS & SORENSEN LL	Labor Legal 8/2017	208499		1,642.50
100-1015-7684	RUTAN & TUCKER LLP	Code Enforcement Legal 7/2017	208531		1,326.37
100-1015-7686	LOS ANGELES COUNTY DISTRICT AT	DA Court Review 4/1/17 - 6/30/17	208521		426.08
100-1015-7686	RUTAN & TUCKER LLP	NPDES Litigation (Enviro/Stormwater) 7/2017	208531		27,461.31
100-1015-7686	RUTAN & TUCKER LLP	City of Hope Legal 7/2017	208531	201406-Legal Fees-City of Hope EIR Reim	1,184.00
100-1020-7711	DUARTE PETTY CASH	Positive Pal Party Decorations	208481		3.56
100-1020-7716	BOTANICA FLORIST	Duarte Day-LACF Arrangement	208459		37.89
100-1020-7716	U.S. BANK	Coffee-Mtg w/LA Co Sheriff's Dept (Starbucks)	208491		121.20
100-1020-7716	U.S. BANK	ACTSO Reception 8/8/17 (Janet's Mediterranean)	208491		240.35
100-1020-7724	SOUTHERN CALIFORNIA EDISON	PO Parking Lot Lease 10/1/17 - 12/31/17	208488		1,930.75
100-1020-7726	U.S. BANK	Levon Y-Adobe Creative Cloud	208453		49.99
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	208536		163.86
100-1205-7615	THE SAUCE CREATIVE SERVICES CO	CERT Polo Shirt Embroidery	208532		387.84
100-1205-7615	DUARTE PIZZA COMPANY	Volunteer Lunch-HAW Watch	208510		64.82
100-1205-7615	U.S. BANK	CERT Safety Vests (40) (eSafety Supplies)	208492		916.32
100-1205-7636	U.S. BANK	CERT Uniforms (Uniform & Accessories Warehouse)	208492		179.00
100-1205-7650	ALEX ROMO AUTO & TRUCK REPAIR	Veh 36 Flat Tire Repair	208494		28.95
100-1205-7650	CIMA FIRE PROTECTION CO	PS Vehicle Fire Extinguisher Services	208506		85.00
100-1205-7655	THOMSON REUTERS-WEST PUBLIS	Emergency Software 8/2017	208489		144.20
100-1205-7655	VERIZONWIRELESS	VW-Emergency Radio 7/19/17 - 8/18/17	EFT05151		687.47
100-1205-7761	DATA TICKET INC	Parking Citation Processing 8/2017	208507		1,182.64
100-1205-7761	DATA TICKET INC	Admin Citation Processing 8/2017	208507		556.04

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Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1205-7779	DUARTE CHAMBER OF COMMERCE	Youth Trip Movie Tickets	208508		111.00
100-1205-7779	U.S. BANK	Youth Beach Trip 8/10/17 Lunch (Subway)	208492		125.39
100-1205-7779	U.S. BANK	Red Ribbon Week Ribbons/Pins (Nimco)	208492		279.64
100-1205-7779	U.S. BANK	Friday Night Teen Scene 8/4/17 (Magic Wok)	208492		200.00
100-1205-7779	U.S. BANK	WIN Program Participant Food Handler Card/Cert	208492	201802-Youth Prog-Summer At Risk Inter	9.99
100-1205-7779	U.S. BANK	DART Field Trip 9/6/17 LA Dodgers 10 Tickets	208492	201716-Youth Prgms-CalGrip 2017-2018 (	40.00
100-1205-7779	U.S. BANK	Youth Outing to Museum Water (Oto Oto Express)	208492		55.72
100-1205-7779	U.S. BANK	Youth Beach Trip 8/10/17 Snacks/Toys (Target)	208492		55.82
100-1205-7779	U.S. BANK	Youth Beach Trip 8/10/17 Bus Parking	208492		100.00
100-1205-7779	U.S. BANK	Youth Beach Trip 8/10/17 Supplies (Walmart)	208492		78.89
100-1205-7779	U.S. BANK	Youth Outing to Museum Dinner (Won Kok Rest)	208492		412.25
100-1205-7779	U.S. BANK	DART Field Trip (Knott's Berry Farm)	208492	201716-Youth Prgms-CalGrip 2017-2018 (	1,189.00
100-1205-7779	ERIC RAMOS	Summer Youth Leadership-CalGrip	208474	201716-Youth Prgms-CalGrip 2017-2018 (	100.00
100-1205-7779	AIDA TORRES	Add'l Dodger Ticket (Youth Trip)	208490		70.60
100-1205-7779	YESENIA CHAVEZ	Public Safety Intern Stipend	208505		100.00
100-1205-7780	D & D SERVICES INC	Deceased Animal Disposal 8/2017	208464		288.00
100-1205-7780	U.S. BANK	Animal Control Temperature Reader (2) (Amazon)	208492		38.62
100-1205-7781	LOS ANGELES COUNTY SHERIFF'S D	Sheriff Contract 7/2017	208522	201716-Sheriff's-CalGrip 2017-2018 {3 of	15,291.83
100-1205-7781	LOS ANGELES COUNTY SHERIFF'S D	Sheriff Contract 7/2017	208522		304,799.91
100-1205-7887	U.S. BANK	Network Cable (Best Buy)	208492		43.68
100-1205-7980	SMART & FINAL	NNO Supplies	208487		8.28
100-1205-7980	SMART & FINAL	NNO Supplies	208487		316.63
100-1205-7980	SMART & FINAL	S Yard Breakroom Supplies	208487		39.79
100-1205-7980	CACEO	Larry Breceda M3 Examination	208500		150.00
100-1205-7980	U.S. BANK	NNO Movie Night 8/1/17 Supplies (Target)	208492		28.37
100-1205-7980	U.S. BANK	Crossing Guard Interviews Lunch (Villa Italia)	208492		36.00
100-1205-7980	U.S. BANK	NNO Movie Night 8/1/17 Salad Trays (Max's)	208492		160.00
100-1205-7980	U.S. BANK	NNO Movie Night 8/1/17 Volunteer Drinks (Sonic)	208492		48.23
100-1205-8030	U.S. BANK	PS Office Air Purifier (Target)	208492		232.04
100-1405-7610	DUARTE PETTY CASH	Jason Golding SCAG Mtg Parking/Mileage	208481		34.14
100-1405-7610	DUARTE PETTY CASH	Interview Lunch Valet Parking 7/10/17	208481		5.00
100-1405-7610	U.S. BANK	Craig Hensley (2) Gold Line Tkts-Metro Mtg 8/15/17	208477		3.50
100-1405-7610	U.S. BANK	Craig Hensley APA Conf Airfare Sept 23-25, 2017	208477		167.96
100-1405-7612	U.S. BANK	Pasadena Star News Online Subscription	208477		10.00
100-1405-7612	U.S. BANK	Hightail Suscription-Lg Data Format	208477		15.99
100-1405-7614	DUARTE PETTY CASH	Lock Disc-Bldg Plans Storage Unit	208481		15.28
100-1405-7614	STAPLES ADVANTAGE	Credit for Invoice #3339416884	208536		-20.64
100-1405-7614	STAPLES ADVANTAGE	Credit for Invoice #3349354387	208536		-41.30
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	208536		37.13
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	208536		30.80
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	208536		169.15
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	208536		99.34
100-1405-7690	GEORGE K FARRA	Planning Commission Meeting	208511		50.00
100-1405-7690	PAULA WATSON-GARDNER	Planning Commission Meeting	208545		50.00
100-1405-7690	SHAUNA PIERCE	Planning Commission Meeting	208527		50.00
100-1405-7690	SARA VASQUEZ	Planning Commission Meeting	208543		50.00
100-1405-7800	CHARLES ABBOTT ASSOCIATES INC	Building & Safety Services 8/2017	208504		35,316.69
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 10/1/17 - 11/1/17	208520		225.00
100-1405-7802	COUNTY OF LOS ANGELES DEPART	Catch Basin Cleanout Area A FY16/17	208438		2,447.34
100-1405-7802	COUNTY OF LOS ANGELES DEPART	Catch Basin Cleanout Area B FY16/17	208438		423.37
100-1405-7965	RESOURCE ENVIRONMENTAL INC	Retention-1303 Hunt Dr Site Clearance	208529	201723-Prof Svcs-1303 Hunt Site Clearanc	2,725.00
100-1405-7965	INTERWEST CONSULTING GROUP	Interim Public Works Manager 7/2017	208445		1,000.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 7/2017	208530		3,375.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 7/2017	208530		1,547.50
100-1405-7969	RKA CONSULTING GROUP	Engineering-Royal Oaks Signal 7/2017	208530	201725-Royal Oaks Signal	3,190.00
100-1405-7969	RKA CONSULTING GROUP	Engineering-FY18 LLD 7/2017	208530		375.00
100-1405-7969	RKA CONSULTING GROUP	Engineering-Las Lomas Gas Line Inspections 7/2017	208530	201719-Engineering-Gas Co-Las Lomas/C	2,400.00
100-1405-7975	HINDERLITER, DE LLAMAS & ASSOC	Business Market Analytics	208514		4,000.00
100-1405-7975	THE SAUCE CREATIVE SERVICES CO	Nat'l Red Ribbon Week Banner	208532		924.00
100-1405-7975	U.S. BANK	Hootsuite 9/2/17 - 10/1/17	208491		14.99

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Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1405-7975	U.S. BANK	Facebook Ads	208491		5.00
100-1405-7980	DUARTE PETTY CASH	815 Meridian CED & Notary Filing	208481		86.00
100-1405-7980	VERIZONWIRELESS	VW-City Hall 7/19/17 - 8/18/17	EFT05166		54.91
100-1405-7980	VICTOR STANLEY INC	City Hall Courtyard Benches	208544		4,757.58
100-1405-8100	GUS SIGNS	Duarte Chamber Building Sign	208513	201728-Chamber Tenant Improv-Capital	1,900.00
100-1410-7614	VERIZONWIRELESS	VW-City Hall 7/19/17 - 8/18/17	EFT05166		23.15
100-1410-7621	AIRGAS USA LLC	Welding Cylinder Rental	208493		46.20
100-1410-7650	DUARTE PETTY CASH	Tractor Bolts	208481		27.65
100-1410-7650	CIMA FIRE PROTECTION CO	FS Vehicle Fire Extinguisher Service	208506		119.00
100-1410-7650	AUTOZONE	Battery Core Charge	208497		19.67
100-1410-7650	AUTOZONE	Vehicle Supplies	208497		40.60
100-1410-7814	SUPERIOR PROPERTY SERVICES INC	Graffiti Removal 8/2017	208538		487.35
100-1410-7815	BRIGHTVIEW LANDSCAPE SERVICES	Mesa/Pac Prop Brush Removal	208498		1,960.00
100-1410-7900	BRIGHTVIEW LANDSCAPE SERVICES	Winter Storm K-Rail Cleanup 8/2017	208498	201632-Fish Fire K-Rail Maint (1410)	310.00
100-1410-7980	SMART & FINAL	S Yard Breakroom Supplies	208487		39.76
100-1410-7980	HOME DEPOT CREDIT SERVICES	Shop Repair Tools	208484		30.96
100-1410-7980	TRAFFIC MANAGEMENT INC	City Hall Parking Lot Signs	208452		106.22
100-1410-7980	HOME DEPOT CREDIT SERVICES	Shop Cleaning Supplies	208484		27.56
100-1410-7980	HOME DEPOT CREDIT SERVICES	Empty Lot Fence Repair	208484		7.87
100-1415-7889	LANDSCAPE WAREHOUSE INC	Upper Sports Field Irrigation Repair	208519		369.56
100-1605-7012	U.S. BANK	Lifeguard Certifications (American Red Cross)	208454		560.00
100-1605-7610	SOUTHERN CALIFORNIA MUNICIPAL	SCMAF Institute (4) 10/5/17	208535		125.00
100-1605-7612	CALIFORNIA PARK & RECREATION S	Kelly Barnes Membership 10/1/17 - 9/30/18	208502		170.00
100-1605-7612	KIWANIS CLUB OF DUARTE	Marilyn Mays Membership 8/1/17 - 7/31/18	208516		480.00
100-1605-7614	STAPLES ADVANTAGE	Office Tray	208536		8.74
100-1605-7650	CIMA FIRE PROTECTION CO	Parks & Rec Vehicle Fire Extinguisher Service	208506		34.00
100-1605-7693	FSP DESIGNS	TC/MYC Shirts	208512		483.30
100-1605-7728	FELIPE VALDEZ	Red Wagon Scholarship Recipient	208542	201709- Duarte's Promise - America's Pro	500.00
100-1605-7728	THE SAUCE CREATIVE SERVICES CO	College Fair Signs	208532	201709- Duarte's Promise - America's Pro	213.88
100-1605-7728	CALIFORNIA STATE DEPARTMENT O	Fingerprint Apps 8/2017	208460	201709- Duarte's Promise - America's Pro	188.00
100-1605-7728	CMC LIVESCAN & NOTARY SERVICE	Livescan Services 8/2017	208463	201709- Duarte's Promise - America's Pro	60.00
100-1605-7728	ASCENSION BENEFITS & INSURANC	AmeriCorps Health Insurance 9/17 & 10/17	208478	201709- Duarte's Promise - America's Pro	563.84
100-1605-7730	U.S. BANK	Dive in Movie Screen Rental 8/14/17 (Ametron)	208454		180.26
100-1605-7732	THE SAUCE CREATIVE SERVICES CO	City Picnic Banner Update	208532		131.10
100-1605-7732	FRANKLIN HAYNES MARIONETTES	Picnic Entertainment 9/23/17	208442		400.00
100-1605-7732	WESTERN ANTIQUE POWER ASSOC	Picnic Entertainment	208457		100.00
100-1605-7733	SMART & FINAL	SC Coffee Urn	208487		49.15
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	208487		84.71
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	208487		49.13
100-1605-7733	SMART & FINAL	Credit-Item Return	208487		-56.77
100-1605-7733	DUARTE PETTY CASH/BINGO PRIZE	SC Bingo Prize Money	208509		100.00
100-1605-7733	THE SAUCE CREATIVE SERVICES CO	SC Yard Sale Banner Date Overlay	208532		8.19
100-1605-7733	U.S. BANK	(2) Computerized Sewing Machines (Walmart)	208454		283.98
100-1605-7733	U.S. BANK	SC Singer Sewing Machine (Walmart)	208454		192.03
100-1605-7733	U.S. BANK	SC Beadweaving Beads (Fire Mountain Gems)	208454		163.93
100-1605-7733	U.S. BANK	Fall 2017 Service Fair 9/6/17 (Azusa Pacific)	208454		25.00
100-1605-7733	U.S. BANK	SC Netflix (DVD/Streaming)	208453		18.72
100-1605-7733	DR BRICE HARRIS JR	SC Great Decisions Lecture	208468		50.00
100-1605-7733	PACIFIC HEALTH AND WELLNESS	SC Stroke Screening 11/7/17	208526		525.00
100-1605-7735	SMART & FINAL	TC Snack Bar Supplies	208487		138.21
100-1605-7737	SMART & FINAL	BBQ @ Doheny Beach Supplies	208487		203.17
100-1605-7737	SMART & FINAL	BBQ @ Doheny Beach Dry Ice	208487		38.47
100-1605-7737	FULLERTON ARBORETUM	Excursion Admission	208466		230.00
100-1605-7737	RICHARD NIXON FOUNDATION	Adult Excursion Admission	208449		630.00
100-1605-7739	WEBER'S PRINTING	SC Newsletter 9/2017	208546		217.19
100-1605-7740	SMART & FINAL	Adventure Club Refreshments	208487		52.32
100-1605-7740	SMART & FINAL	Adventure Club Bottled Water	208487		16.76
100-1605-7741	THE SAUCE CREATIVE SERVICES CO	Volleyball Banner	208532		86.98
100-1605-7744	SMART & FINAL	TC/Teen Nutrition Council Supplies	208487		114.55
100-1605-7744	SMART & FINAL	TC/Teen Nutrition Council Supplies	208487		85.76

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Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1605-7744	U.S. BANK	Health Camp Field Trip 8/2/17 (Tanaka Farms)	208454		392.00
100-1605-7744	U.S. BANK	Health Camp Field Trip 7/26/17 (Tanaka Farms)	208454		371.00
100-1605-7745	SHAFFER AWARDS	TC Boxing Show Sponsor Plaque	208533		28.35
100-1605-7745	TRIANGLE SPORTS INC	TC Boxing Show Awards	208541		699.20
100-1605-7750	INLAND EMPIRE TOURS & TRANSP	Doheny Beach BBQ Transportation 8/31/17	208469		1,032.50
100-1605-7980	SMART & FINAL	End of Summer Staff Recognition	208487		95.69
100-1605-7980	SMART & FINAL	Credit-Item Return	208487		-35.96
100-1605-7980	SMART & FINAL	S Yard Breakroom Supplies	208487		39.76
100-1605-7980	MAXTREME INC	Misc Cables SC Project	44	201722-Senior Ctr-Other Expense-Techno	187.31
100-1605-7980	U.S. BANK	Mystery Event Head Phones (Target)	208454		17.47
100-1605-7980	U.S. BANK	Employee Award/Recognition Gift Cards	208454		155.00
100-1605-7980	VERIZONWIRELESS	SC ActiveNet 8/19/17 - 9/18/17	EFT05150		18.60
100-1605-7980	VERIZONWIRELESS	VW-City Hall 7/19/17 - 8/18/17	EFT05166		54.91
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	208443		545.65
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	208443		571.27
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	208443		451.42
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	208443		940.37
100-1610-7618	SMART & FINAL	SC Coffee Supplies	208487		133.25
100-1610-7618	SMART & FINAL	SC Coffee Supplies	208487		31.44
100-1610-7618	SMART & FINAL	Credit-Item Return	208487		-28.96
100-1610-7618	S & G DIVERSIFIED PRODUCTS	Trash Bags (Streets/Parks)	208450		1,209.40
100-1610-7618	MONROVIA LOCK SHOP	Keys	208448		61.72
100-1610-7618	HOME DEPOT CREDIT SERVICES	Misc Supplies/Repairs	208484		8.46
100-1610-7618	HOME DEPOT CREDIT SERVICES	Misc Supplies/Repairs	208484		191.66
100-1610-7618	HOME DEPOT CREDIT SERVICES	Misc Supplies/Repairs	208484		13.33
100-1610-7618	DUARTE PIZZA COMPANY	Staff Meeting Lunch	208510		67.60
100-1610-7618	HOME DEPOT CREDIT SERVICES	Misc Supplies/Repairs	208484		216.23
100-1610-7618	HOME DEPOT CREDIT SERVICES	Misc Supplies/Repairs	208484		48.73
100-1610-7618	HOME DEPOT CREDIT SERVICES	Misc Supplies/Repairs	208484		49.13
100-1610-7618	HOME DEPOT CREDIT SERVICES	Misc Supplies/Repairs	208484		86.64
100-1610-7618	WAXIE SANITARY SUPPLY	Carpet Extractor	208456		4,633.25
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	208456		2,322.33
100-1610-7618	GAMETIME	Replace Park BBQs	208444		3,036.32
100-1610-7652	UNITED SITE SERVICES	Portable Toilet Rent 8/15/17 - 9/11/17	208455		90.33
100-1610-7652	BROCKS SAW & MOWER	Roto Tiller/Pressure Washer Repair	208435		108.86
100-1610-7652	STAR-BRITE CARPET CARE	CC Carpet Cleaning	208451		520.00
100-1610-7652	STAR-BRITE CARPET CARE	SC Carpet Cleaning	208451		300.00
100-1610-7652	JOE'S JANITORIAL SERVICE	CC Kitchen/RR Floor Strip/Wax	208446		450.00
100-1610-7652	AIR-TRO INC	Public Safety A/C Maintenance	208433		88.00
100-1610-7652	FOOTHILL LOCK AND KEY	FC Safe Lockset	208465		537.81
100-1610-7652	ALBERTOS PLUMBING	CC Replace Earthquake Gas Valve/Main Line	208434		2,950.00
100-1610-7652	ALBERTOS PLUMBING	Duarte Pk Bldg Water Main Repair	208434		645.00
100-1610-7652	ALBERTOS PLUMBING	City Yard Water Main Repair	208434		615.00
100-1610-7652	ALBERTOS PLUMBING	CC Urinal Drain Clean	208434		120.00
100-1610-7652	COMMERCIAL DOOR COMPANY IN	SC Auto Partition Wall Repair	208437		1,419.62
100-1610-7652	CINTAS CORPORATION #693	All Facility Floor Mats	208436		568.80
100-1610-7652	DEWEY PEST CONTROL INC	Pest Control Services 8/2017	208440		202.00
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 8/2017	208441		130.00
100-1610-7652	POST ALARM SYSTEMS	S Yard Alarm Monitoring 10/1/17 - 10/31/17	208486		42.00
100-1610-7830	THE TECHNOLOGY DEPOT INC	Phone Support 10/2017	208539		422.00
100-1610-7830	U.S. BANK	SC Elevator 911-Vonage	208453		18.31
100-1805-7610	DUARTE PETTY CASH	Roger Cathey CSMFO Meeting	208481		40.00
100-1805-7610	U.S. BANK	Kristen Petersen Lunch w/Councilmember 8/2/17	208453		39.68
100-1805-7610	U.S. BANK	Kristen Petersen Municipal Finance Institute 12/17	208453		375.00
100-1805-7610	U.S. BANK	Refund-KP JPIA Conf Hotel (1 night) 10/11/17	208453		-227.29
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	208536		61.87
100-1805-7654	LANCE, SOLL & LUNGHARD LLP	FY17 GASB 68 Assistance	208518		1,000.00
100-1805-7654	MOSS, LEVY & HARTZHEIM LLP	Interim Audit Fieldwork FY17	208524		10,000.00
100-1805-7980	U.S. BANK	Microsoft 365 7/27/17 - 8/26/17	208453		12.00
100-1805-7980	VERIZONWIRELESS	VW-City Hall 7/19/17 - 8/18/17	EFT05166		54.92

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Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1810-7610	U.S. BANK	Michelle Brown CalPERS Forum 2017	208453		350.00
100-1810-7610	U.S. BANK	Michelle Brown CalPERS Forum Hotel (1 night)	208453		192.43
100-1810-7612	THE PUBLIC RETIREMENT JOURNAL	Annual Subscription 10/1/17 - 9/30/2018	208476		210.00
100-1810-7612	PERS PUBLIC AGENCY COALITION	PERS PAC Membership 10/1/17 - 9/30/18	208473		250.00
100-1810-7660	CALIFORNIA STATE DEPARTMENT O	Fingerprint Apps 8/2017	208460		32.00
100-1810-7660	CMC LIVESCAN & NOTARY SERVICE	Livescan Services 8/2017	208463		120.00
100-1810-7673	IRWINDALE INDUSTRIAL CLINIC	DOT Physicals	208515		100.00
100-1810-7980	DUARTE PETTY CASH	Health Fair Decorations	208481		3.00
100-1810-7980	NAVIA BENEFIT SOLUTIONS	FSA Processing Fee 8/2017	208472		75.00
100-1810-7980	U.S. BANK	Health Fair Giveaway Tote Bags (4allpromos.com)	208453		255.00
100-1815-7631	MAXTREME INC	Barracuda Return Shipping Cost	44		13.00
100-1815-7632	MAXTREME INC	Office 365 7/2017	44		363.00
100-1815-7632	MAXTREME INC	Office 365 8/2017	44		363.00
100-1815-7632	U.S. BANK	CMD/Yesenia-Adobe Creative Cloud	208453		49.99
100-1815-7632	U.S. BANK	Public Safety/Susie-Adobe Creative Cloud	208453		49.99
100-1815-7632	U.S. BANK	Admin/Crystal-Adobe Creative Cloud	208453		49.99
100-1815-7632	U.S. BANK	Admin Srvcs/Roxanne-Adobe Creative Cloud	208453		49.99
100-1815-7632	U.S. BANK	Admin/Iliana-Adobe Creative Cloud	208453		49.99
100-1815-7632	U.S. BANK	HR/Michelle-Adobe Creative Cloud	208453		14.99
100-1815-7632	U.S. BANK	Parks & Rec/Pam-Adobe Creative Cloud	208453		49.99
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 10/2017	208539		578.00
100-1815-7965	MAXTREME INC	IT Helpdesk 8/2017	44		8,700.00
100-1815-7980	MAXTREME INC	Misc Cables	44		264.25
100-1815-7980	MAXTREME INC	Crash Plan Recovery 8/2017	44		200.00
100-1815-7980	MAXTREME INC	Western Digital Drive Data Backup for Synology	44		229.41
100-1825-7613	OFFICE SOLUTIONS INC	Copier Paper	208525		241.22
100-1825-7626	FEDEX	Document Delivery	208482		26.53
100-1825-7630	CANON FINANCIAL SERVICES INC	Copier Lease-CH/SC/TC 9/1/17 - 9/30/17	208480		867.56
100-1825-7630	RICOH USA INC	Copier Lease End Prop/Sales Tax	208475		420.03
100-1825-7747	MARISOL ARIAS	Recycling Worker	208496	201713-Beverage Container Recycle Progr	45.00
100-1825-7747	SARAH QUEZADA	Recycling Worker	208528	201713-Beverage Container Recycle Progr	45.00
100-2120	JOSEPHINE GRAVES	CC Rent Deposit Refund	208467		500.00
100-2120	DOMINIQUE MEXICO	Pool Rent Deposit Refund	208485		200.00
100-2120	JANEL LEONIDA	ROP Bldg Rent Deposit Refund	208470		150.00
100-2120	CAMILLE MARATCHI	Film Permit Deposit Refund	208471		500.00
100-2120	DESIREE GARIBAY	CC Rent Deposit Refund	208483		500.00
100-2120	YOLANDA CALLES	Pool Rent Deposit Refund	208461		200.00
100-2120	CAMERON BENTON	Sport Field Rent Deposit Refund	208479		100.00
100-2121	AMERICAN INTEGRATED RESOURCE	Bus Lic Application Fee Refund	208458		35.00
100-2121	CENTRAL CITY ENTERPRISES	Bus Lic Application Fee Refund	208462		35.00
Fund 100 - GENERAL FUND Total:					508,507.73

Council Warrant Register by Account

Payment Dates: 09/13/2017 - 09/26/2017

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 220 - GAS TAX FUN					
220-2210-7811	TRAFFIC MANAGEMENT INC	Street Asphalt Patch	208540		420.61
220-2210-7812	SUPERIOR PAVEMENT MARKINGS I	School Zone X-Walk & Curb Paint	208537		7,665.75
220-2210-7813	HOME DEPOT CREDIT SERVICES	No Parking Signs Hardware	208484		10.58
220-2210-7813	HOME DEPOT CREDIT SERVICES	Street Sign Repair	208484		18.73
Fund 220 - GAS TAX FUN Total:					8,115.67

Council Warrant Register by Account

Payment Dates: 09/13/2017 - 09/26/2017

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2405-7888	HOME DEPOT CREDIT SERVICES	Street Light Repairs	208484		60.14
240-2405-7890	COUNTY OF LOS ANGELES DEPART	Traffic Signal Maintenance 6/2017	208439		5,537.23
240-2410-7888	SOUTHEAST CONSTRUCTION PROD	Highland Tree Well Repairs	208534		54.41
240-2410-7888	LANDSCAPE WAREHOUSE INC	Hunt Dr Irrigation Repair	208447		126.46
240-2410-7888	LANDSCAPE WAREHOUSE INC	Duarte Rd Irrigation Repair	208519		146.77
240-2410-7888	LANDSCAPE WAREHOUSE INC	Duarte Plaza Irrigation Repair	208519		54.70
240-2410-7888	ARBOR NURSERY PLUS	Landscape Material-Citywide	208495		122.85
240-2410-7891	LANDSCAPE WAREHOUSE INC	Royal Oaks Park Irrigation Repair	208447		276.80
240-2410-7891	ARBOR NURSERY PLUS	Landscape Material-Citywide	208495		65.62
240-2424-7887	ARBOR NURSERY PLUS	Landscape Material-Windsor	208495		52.98
240-2427-7887	CAL BLEND SOILS INC	Rancho Verde Landscape Mulch	208501		157.32
240-2429-7887	LANDSCAPE WAREHOUSE INC	Emblem Raingun Irrigation Valve	208447		284.00
240-2434-7887	ARBOR NURSERY PLUS	Landscape Material-Citrus Villa	208495		394.39
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					7,333.67

Council Warrant Register by Account

Payment Dates: 09/13/2017 - 09/26/2017

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 7/2017	208522		13,750.00
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					13,750.00

Council Warrant Register by Account

Payment Dates: 09/13/2017 - 09/26/2017

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7620	CANYON TIRE SALES INC	Bus 104 Road Side Tire Repair	208503		270.50
440-4405-7650	AUTOZONE	South Yard Supplies	208497		112.99
440-4405-7650	HOME DEPOT CREDIT SERVICES	Yard Supplies	208484		80.75
440-4405-7821	VERIZONWIRELESS	VW-City Hall 7/19/17 - 8/18/17	EFT05166		64.44
440-4405-7887	ALEX ROMO AUTO & TRUCK REPAIR	Veh 33 Transmission	208494		5,093.23
440-4405-7887	CIMA FIRE PROTECTION CO	Transit Vehicle Fire Extinguisher Service	208506		161.50
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 103 Turbo and Actuator	208517		5,224.20
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 104 Purge Valve Rebuild Kit	208517		220.69
440-4405-7887	LOS ANGELES FREIGHTLINER	Bsu 104 Fuel Pump	208523		1,663.56
440-4405-7887	LOS ANGELES FREIGHTLINER	Core Credit (Inv WP1348452)	208523		-588.92
440-4405-7980	SMART & FINAL	S Yard Breakroom Supplies	208487		39.76
Fund 440 - PROPOSITION A TRANSIT FUND Total:					12,342.70
Grand Total:					550,049.77

Report Summary**Fund Summary**

Fund	Payment Amount
100 - GENERAL FUND	508,507.73
220 - GAS TAX FUN	8,115.67
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	7,333.67
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	13,750.00
440 - PROPOSITION A TRANSIT FUND	12,342.70
Grand Total:	550,049.77

Account Summary

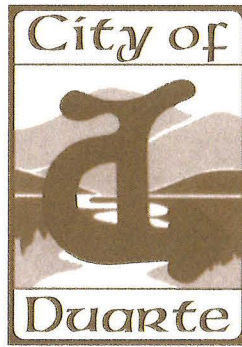
Account Number	Account Name	Payment Amount
100-1005-7647	Travel & Exp - Reilly	500.00
100-1005-7980	Other Expenses	826.50
100-1010-7610	Travel, Mtgs & Conf	777.55
100-1010-7614	Office Supplies	63.61
100-1010-7980	Other Expenses	571.02
100-1015-7680	City Attorney	11,218.01
100-1015-7682	Labor Counsel	1,642.50
100-1015-7684	Code Enforcement	1,326.37
100-1015-7686	Other Legal Services	29,071.39
100-1020-7711	Employee Recognition C	3.56
100-1020-7716	Special Community Even	399.44
100-1020-7724	Post Office Parking	1,930.75
100-1020-7726	Council Cablecasting	49.99
100-1205-7614	Office Supplies	163.86
100-1205-7615	Emergency Supplies	1,368.98
100-1205-7636	Uniforms	179.00
100-1205-7650	Vehicle Maintenance	113.95
100-1205-7655	Emergency Services	831.67
100-1205-7761	Parking Ticket Collect	1,738.68
100-1205-7779	Youth Programs	2,928.30
100-1205-7780	Animal Control	326.62
100-1205-7781	Contract Law Enforceme	320,091.74
100-1205-7887	Repairs & Replacements	43.68
100-1205-7980	Other Expenses	787.30
100-1205-8030	Other Equipment	232.04
100-1405-7610	Travel, Mtgs & Conf	210.60
100-1405-7612	Publications and Dues	25.99
100-1405-7614	Office Supplies	289.76
100-1405-7690	Planning Commission	200.00
100-1405-7800	Building Department Ser	35,541.69
100-1405-7802	NPDES Requirements	2,870.71
100-1405-7965	Professional Services	3,725.00
100-1405-7969	City Engineer	10,887.50
100-1405-7975	Economic Development	4,943.99
100-1405-7980	Other Expenses	4,898.49
100-1405-8100	Other Capital Improvem	1,900.00
100-1410-7614	Office Supplies	23.15
100-1410-7621	Other Supplies	46.20
100-1410-7650	Vehicle Maintenance	206.92
100-1410-7814	Graffiti Removal	487.35
100-1410-7815	Brush Clearance	1,960.00
100-1410-7900	K-Rail Maintenance	310.00
100-1410-7980	Other Expenses	212.37
100-1415-7889	Repairs-Sports Park	369.56
100-1605-7012	Aquatics Salaries	560.00
100-1605-7610	Travel, Mtgs & Conf	125.00
100-1605-7612	Publications and Dues	650.00
100-1605-7614	Office Supplies	8.74

Account Summary

Account Number	Account Name	Payment Amount
100-1605-7650	Vehicle Maintenance	34.00
100-1605-7693	Youth Council	483.30
100-1605-7728	Americorp's VIP Progra	1,525.72
100-1605-7730	Special Events	180.26
100-1605-7732	City Picnic	631.10
100-1605-7733	Senior Center	1,493.07
100-1605-7735	Teen Center	138.21
100-1605-7737	Adult Excursions	1,101.64
100-1605-7739	Publicity	217.19
100-1605-7740	Youth Excursions	69.08
100-1605-7741	Sports/Playground Progr	86.98
100-1605-7744	Nutrition Program Costs	963.31
100-1605-7745	Boxing Program	727.55
100-1605-7750	Bus Rentals	1,032.50
100-1605-7980	Other Expenses	532.78
100-1610-7617	Pool Chemicals	2,508.71
100-1610-7618	Building Supplies	12,080.53
100-1610-7652	Building Maint Services	8,787.42
100-1610-7830	Telephones	440.31
100-1805-7610	Travel, Mtgs & Conf	227.39
100-1805-7614	Office Supplies	61.87
100-1805-7654	Audit Services	11,000.00
100-1805-7980	Other Expenses	66.92
100-1810-7610	Travel, Mtgs & Conf	542.43
100-1810-7612	Publications and Dues	460.00
100-1810-7660	Other Services	152.00
100-1810-7673	Physical Exams	100.00
100-1810-7980	Other Expenses	333.00
100-1815-7631	Equipment Maintenance	13.00
100-1815-7632	Software Maintenance	1,040.93
100-1815-7821	Personal Computer Supp	578.00
100-1815-7965	Professional Services	8,700.00
100-1815-7980	Other Expenses	693.66
100-1825-7613	Duplications And Photos	241.22
100-1825-7626	Postage	26.53
100-1825-7630	Equipment Lease	1,287.59
100-1825-7747	Beverage Cont Recycling	90.00
100-2120	Refundable Deposits	2,150.00
100-2121	Pass Through Deposits	70.00
220-2210-7811	Street Maintenance	420.61
220-2210-7812	Street Striping & Markin	7,665.75
220-2210-7813	Regulatory Signs	29.31
240-2405-7888	Repairs-Citywide	60.14
240-2405-7890	Repairs-Traffic Signal	5,537.23
240-2410-7888	Repairs-Citywide	505.19
240-2410-7891	Repairs-Medians	342.42
240-2424-7887	Repairs & Replacements	52.98
240-2427-7887	Repairs & Replacements	157.32
240-2429-7887	Repairs & Replacements	284.00
240-2434-7887	Repairs & Replacements	394.39
290-2905-7781	Contract Law Enforceme	13,750.00
440-4405-7620	Tires	270.50
440-4405-7650	Vehicle Maintenance	193.74
440-4405-7821	Person'l Computr Suppo	64.44
440-4405-7887	Repairs & Replacements	11,774.26
440-4405-7980	Other Expenses	39.76
Grand Total:		550,049.77

Project Account Summary

Project Account Key	Payment Amount
None	519,906.92
201406-Legal Fees-City of Hope EIR Reimb	1,184.00
201632-Fish Fire K-Rail Maint (1410)	310.00
201709- Duarte's Promise - America's Promise Exp	1,525.72
201713-Beverage Container Recycle Program	90.00
201716-Sheriff's-CalGrip 2017-2018 (3 of 3 MOU)	15,291.83
201716-Youth Prgms-CalGrip 2017-2018 (3 of 3 MOU)	1,329.00
201719-Engineering-Gas Co-Las Lomas/Calle Martos	2,400.00
201722-Senior Ctr-Other Expense-Technology Grant	187.31
201723-Prof Svcs-1303 Hunt Site Clearance	2,725.00
201725-Royal Oaks Signal	3,190.00
201728-Chamber Tenant Improv-Capital	1,900.00
201802-Youth Prog-Summer At Risk Inter Prgm	9.99
Grand Total:	550,049.77



Proclamation

TUESDAY, SEPTEMBER 26, 2017

IS BILL KEENER DAY

WHEREAS, after his initial professional career retirement, long-time employee Bill Keener dedicated over 22 years of part-time work to the City of Duarte Facilities Maintenance Division; and

WHEREAS, Bill Keener contributed greatly to the repairs and maintenance to the Duarte Fish Canyon Trail; and

WHEREAS, Bill Keener helped immeasurably to improve the appearance and function of various City of Duarte facilities including the Fitness Center, Teen Center, Swimming Pools, Community Center, Senior Center, Park Buildings and Park Rest Rooms; and

WHEREAS, Bill Keener provided years of handyman and professional manufacturing and repairs experience to his job in Duarte; and

WHEREAS, Bill Keener became a mentor, teacher and served as an example to many young Facilities Maintenance staff over the years including Lamberto Flores who earned a full-time position in the Field Services Division crew; and

WHEREAS, the residents of the City of Duarte including children, teens, families, adults, seniors, businesses, community organizations, and visitors benefitted from Bill's hard work and contributions; and

WHEREAS, Bill Keener was instrumental in brightening the City Hall staff's day by greeting everyone and making his rounds to say good morning before his shift began at 8:00 a.m.,

NOW THEREFORE BE IT RESOLVED, that the City of Duarte hereby proclaims September 26, 2017, as BILL KEENER DAY IN DUARTE and in doing so, urges all employees to approach their work with the same energy, dedication, and good spirit that Bill has demonstrated all his professional life.

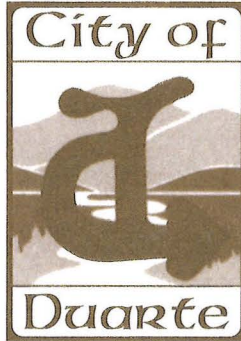
Mayor Margaret Finlay

ATTEST:

City Clerk Marla Akana
Duarte, California

September 26, 2017





Proclamation

FREEDOM FROM WORKPLACE BULLIES WEEK

WHEREAS, the City of Duarte has an interest in promoting the social and economic well-being of its citizens, employees, and employers; and

WHEREAS, that well-being depends upon the existence of healthy and productive employees working in safe and abuse-free working environments; and

WHEREAS, surveys and studies have documented the stress-related health consequences for individuals caused by exposure to abusive work environments; and

WHEREAS, abusive work environments are costly for employers, resulting in consequences such as reduced productivity, absenteeism, turnover, absenteeism, and injuries; and

WHEREAS, protection from abusive work environments should apply to every worker, and not be limited to a legally protected class status based only on race, color, gender, national origin, religion, age, or disability; and

WHEREAS, California Healthy Workplace Advocates is working with the Workplace Bullying Institute to increase public awareness of the impacts of workplace bullying in California and the United States, and to offer solutions to prevent abusive work environment in both the public and private sectors; and

WHEREAS, California Healthy Workplace has invited all California cities to help raise awareness to correct and prevent workplace bullying;

NOW, THEREFORE, BE IT RESOLVED that the City of Duarte hereby proclaims October 15-21, 2017, as **FREEDOM FROM WORKPLACE BULLIES WEEK**, and encourages all citizens to raise awareness about workplace bullying.

Mayor Margaret Finlay

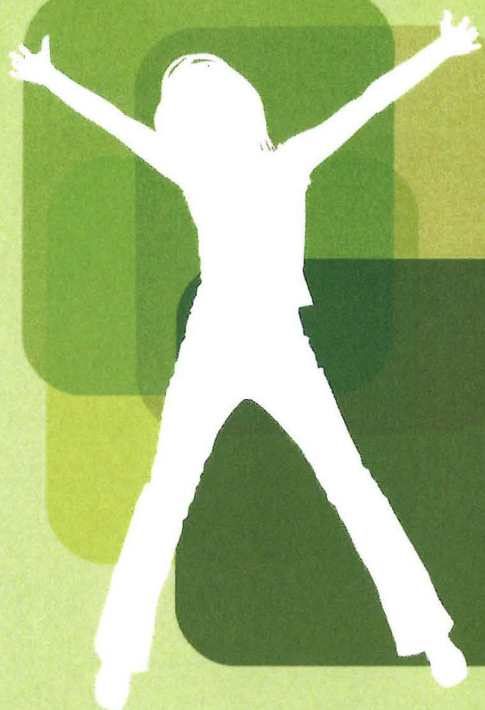
ATTEST:

City Clerk Marla Akana
Duarte, California

September 26, 2017



A WEEK FOR SUPPORT, INSPIRATION, PEACE & HEALTH



FREEDOM FROM WORKPLACE BULLIES WEEK OCT 15 - 21, 2017

THE WORKPLACE BULLYING INSTITUTE
WORKPLACEBULLYING.ORG

Bullying is a systematic campaign of interpersonal destruction that jeopardizes employee health, shatters careers, and strains families.

Bullying is non-physical, non-lethal workplace violence. It is abusive, causing psychological injuries and stress-related diseases.

It is costly to businesses.
Bullies are too expensive to keep.

The destructive power of workplace bullying comes from secrecy.

The Workplace Bullying Institute celebrates its 7th annual
FREEDOM FROM WORKPLACE
BULLIES WEEK.

The week is a chance to break through the silence and secrecy. It is a week to be daring and bold. To take courageous action. To do the right thing.

Everyone deserves a safe, healthy, and dignified workplace.

Find advice, tips and activities at **workplacebullying.org** for:

WORKPLACE
BULLYING
INSTITUTE

- Employers
- Family
- Coworkers
- Friends
- Unions

- Mental Health Professionals
- School Administrators
- Public Policy Makers
- Community Leaders
- Medical Professionals

From: **niveen el guindi** niveenelguindi@yahoo.com
Subject: Re: Ethics Certificate
Date: September 7, 2017 at 6:04 PM
To: **Marla Akana** akanam@accessduarte.com

NE

To : Marla Akana

Hi Marla, thank you for reaching out to me and being so patient about the ethics certificate. At this time I feel like I would like to leave the economic development commission. I have business ideas that I would like to pursue, that might conflict. It has been interesting and informative serving on the commission. I wish everyone well and please forward my best regards.

Niveen

Sheryl Lefmann
2794 Hacienda Drive
Duarte, California 91010

September 7, 2017

Dear Mr. Hensley,

This letter is to inform you that I must resign from the Duarte Planning Commission due to my acceptance of a position that results in a conflict of interest.

During my eight years, I have learned so much from you and your entire team, including things I never dreamed to be a part of. From the first meeting where we started the comprehensive review and rewrite of the development codes to sitting on the SR710 SOAC. It has given me an even deeper appreciation of community development and all its complexities.

You have been a solid leader and mentor that has the pulse on what is best for the City. Our working relationship is something that I will always value. I would like to extend my gratitude to Jason Golding and David Eoff. They made the navigation of some very complicated rules and regulations easy to understand and the meetings enjoyable. Lastly, Nohemi Hernandez supported me well and has been a blessing to me along the way.

I wish you and the best in filling this position and look forward to working with you in my new capacity at the Duarte Chamber of Commerce. And rest assured, I will bring my "stickies" with me.

With gratitude,



Sheryl Lefmann



MEMORANDUM

TO: CITY COUNCIL

FROM: COMMISSIONER Paula Watson-Gardner

SUBJECT: NOTICE OF ABSENCE FROM PLANNING COMMISSION MEETING

DATE: 8.21.17

REASON FOR ABSENCE:

_____ ACCIDENT ~~_____ VACATION~~ _____ OTHER*

_____ SICKNESS _____ DEATH IN FAMILY

DATE OF MEETING ABSENCE August 21, 2017

* EXPLANATION OF ABSENCE JET LAGGED; UNABLE TO ATTEND

SIGNATURE

ABSENCE NOTED BY CITY COUNCIL

DATE _____

Agenda Memo City Manager's Office

To: Mayor Finlay and Members of the Duarte City Council
From: Karen A. Herrera, Deputy City Manager
Date: 9/5/17
Re: Approval of Annual Service Agreement with Community Media of the Foothills (CMF) for Public Access Programming in the City of Duarte

Recommendation: City staff is recommending that the City Council, by motion approve an annual Service Agreement with Community Media of the Foothills, (CMF) in the amount of \$24,500 for Public Access Programming for the City of Duarte, and authorize the City Manager to execute.

Background: Since directed by the Council, staff has conducted numerous meetings with representatives of the School District, DCTV, CMF/KGEM and the City to try and create a blend of the two organizations that would provide both cost effective, and the best possible public, governmental and educational access services for the Duarte community. During a recent workshop, the Duarte City Council directed the City staff to bring back for consideration a series of agreements that would create a "hybrid" approach to delivering public, educational and governmental access programming to the community by capitalizing on the strong points associated with both CMF and DCTV.

Hybrid Option for Public, Educational and Governmental Access Programming Overview:

- Public Access Services for Duarte Residents would be provided by CMF at KGEM studios in Monrovia, CA at a contract cost of - \$24,500
- Educational and Governmental Access would be provided by DCTV at Duarte High School at an annual contract cost of \$27,605
- Cost of One-Time Capital Investment to Implement Public Access Programming at CMF/KGEM studios - \$22,000
- Cost of One-time Capital Investment to Implement Educational and Governmental Access Programming at Duarte High School - \$45,000
- Hybrid would require two separate contracts: One between the City of Duarte and CMF and the other between the City of Duarte and DCTV.

The agreement with DCTV was approved by the City Council at the first meeting in August and the organization is also in the process of relocating to Duarte High School and completing its \$45,000 worth of capital purchases.

Discussion: The final piece to the new hybrid option approach for government, education and public access services for the Duarte community is approval of the CMF service contract. As presented at the workshop the highlights of the CMF contract are as follows:

FMN Contract Highlights

In terms of contract content with CMF, it would contain the following service elements with regards to **Public Access Studio usage, Volunteer Training and Equipment Usage:**

- **Hours of Operation** – CMF/KGEM studio/soundstage is open from 10:00 am to 7:00 pm Tuesdays thru Fridays, 10:00 am to 5:00 pm Saturdays, for use by volunteer community producers to produce their own local origination cable shows.
- **Studio/Shooting** - The studio has a 25X30 soundstage with a hanging light grid and 3 HD cameras that are live switched and sound mixed in a director's booth. Shooting is done in an HD format and then converted down to an SD format for channel playback on local cable.
- **Volunteer Training** – CMF conducts volunteer producer training on a regular, monthly schedule.
- **Staging** - There are also waiting areas and multiple edit bays available for local producers to foster a unique, creative environment.
- **Staffing** - Additionally, a CMF staff, technical director is also made available to the public to oversee the space and provide basic technical assistance i.e., lighting, stage maintenance; record material and check out equipment specifically for Duarte producers.
- **Public Access Programming** - CMF, with the talent of its volunteer producers, creates well over 100-productions annually for its community channels and would regularly provide programming to DCTV to be programmed on the Duarte channel.

Fiscal Impact: During fiscal year 2017-18, the City will make both a \$24,500 annual contribution (payable in two installments) to CMF for public access services and a one-time capital contribution of \$22,000 for new public access filming equipment making the total cost \$46,500.

Attachment: CMF Agreement

**AGREEMENT
BETWEEN CITY OF DUARTE AND COMMUNITY MEDIA OF THE FOOTHILLS FOR
PUBLIC ACCESS TELEVISION SERVICES**

OFFICE LOCATION

Community of the Foothills, 847 E. Olive Ave. Monrovia, CA 91016

THIS AGREEMENT FOR PUBLIC ACCESS SERVICES ("Agreement") is entered into and effective as of September 12, 2017 ("Effective Date"), by and between the **CITY OF DUARTE**, ("City") and **COMMUNITY MEDIA OF THE FOOTHILLS** ("CMF"), a California nonprofit corporation as follows:

RECITALS

A. The City desires to provide support for the use of cable access channels provided pursuant to 47 USC Section 531 of the Cable Communication Policy Act of 1934 as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection Act of 1992 (The Act") and the Telecommunications Act of 1996.

B. The Duarte Municipal Code, Section 5.86.200 provides that the City may designate a nonprofit organization to serve as the access management entity to provide public access programming services and programming to the residents of the City.

C. The State has granted one franchise to Charter Communication to operate cable television in the City.

D. Both the State Franchise and Duarte Ordinance No. 794 provide that payments consisting of a franchise and PEG fees shall be made by cable service providers to the City for purposes consistent with state and federal law, i.e., capital equipment, facilities, educational and government access channel.

E. Community Media of the Foothills, a nonprofit public access entity and post production facility, (KGEM) has provided access management and video services to San Gabriel Valley Cities for decades and has indicated its continuing interest in serving the City of Duarte by providing public access programming and studio operation services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and the foregoing Recitals, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree to the duties and responsibilities of CMF as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until June 30, 2018 unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the parties.

2. SERVICES AND PERFORMANCE

CMF shall perform the following services:

A. Channel Programming Contribution. Contribute public access programming to the City's public /government/educational access cable channel in a manner consistent with principles set forth in CMF's Official By-laws, rules and regulations, and Articles of Incorporation.

B. Studio Operation and Usage. Manage and staff a video production facility and equipment that shall be available for public access use at such hours and times as determined by CMF, but not less than 45 hours per week. Any change in the hours of operation shall be posted twenty-four (24) hours in advance of such change and when possible, prior notification will be listed on channel scroll and DCTV/CMF websites. CMF may choose to close its facility for up to two weeks per year for maintenance and/or other facility related issues. All efforts will be made to notify the public in advance of the closure. Studio soundstage use and equipment permanently assigned in studio needs to maintain first priority to Monrovia residents per CMF's current agreements with Monrovia. If a schedule conflict should arise, it will be settled by CMF's Station Manager, but Duarte residents would be notified of the conflict ahead of time and would be allowed reasonable access and times to reschedule studio use in a timely manner. If Duarte public access production demand reaches a level where CMF can't handle studio scheduling, labor, or it becomes a hindrance to Monrovia producers, CMF reserves the right to notify Duarte in writing, that a reasonable limit has been superseded and be able to cap usage of in studio soundstage usage. No cap shall ever be placed on equipment check-out or usage of edit stations. Cap limits shall be determined by ensuring reasonable access for both Monrovia and Duarte even if it means cutting back in studio scheduling or work with Duarte producers.

C. Equipment - Equipment purchased for Duarte will have priority for Duarte residents, and vice versa for Monrovia residents. Residents of both cities can share equipment and resources and CMF staff and volunteers in general can use Duarte equipment for staff needs as long as similar assets are available whenever required by Duarte residents.

D. Equal Access. Provide access to the use of the equipment, facilities and service on a non-discriminatory basis to all members of the public access community for non-commercial programming purposes, whether individuals, groups or organizations, on a first-come, first served non-discriminatory basis. Access to equipment and facilities shall be open to all those who satisfactorily complete: a) training class(es) provided by CMF; or b) who receive a certification from CMF, identifying said user as having satisfied training requirements through means other than CMF training classes.

E. Operating Policies and Procedures. Follow reasonable policies, procedures and guidelines for the use and operation of access equipment and facilities, and make such policies, procedures, and guidelines available to the public. CMF shall submit all changes, amendments or alterations of policies, procedures, and guidelines to City for comment prior to formal ratification.

F. Rules and Regulations. Administer the access facility and equipment in compliance with the Duarte Municipal Code and CMF's adopted Rules and Regulations.

G. Training. Train Duarte residents, business owners, City and school employees in the techniques of video production, and provide technical advice in the execution of productions. Such training shall be held monthly at such times and upon such terms as CMF determines.

H. Marketing. Actively promote the use and benefit of the public access production and facility to cable subscribers, the public, access users, and Charter Communications through a variety of methods including but not limited to community networking events, cable scroll, press releases, access programming, website, etc.

I. Complaint Management. Handle public complaints regarding its operations by first accepting a complaint at the station, and forwarding the complaint to the Station Manager for initial attempt at resolution. If the problem cannot be resolved by the Station Manager, it shall be agendaized for the next CMF Board meeting for discussion.

J. Indemnification. CMF shall indemnify, defend, and hold harmless the City, and its officers, officials, employees, agents, representatives, and volunteers acting in an official capacity, from and against all damages and liability caused by the negligent actions or willful misconduct of CMF or by its officers, officials, employees, agents, representatives, and volunteers when acting for or on behalf of CMF. CMF shall not be responsible for any damages or liability to the extent caused by the sole negligence or willful misconduct of the City or any of its officers, officials, employees, agents, representatives, or volunteers acting in an official capacity.

K. Copyright Clearance. Before submitting any public access programming for cablecasting or video transmissions, CMF may require all users to agree, in writing, that they have made all legally necessary and appropriate arrangements to obtain all rights to all material cablecast and clearances from broadcast stations, networks, sponsors, music licensing organization, and without limitation from the foregoing, any and all other persons as may be necessary to transmit its or their program material over DCTV's authorized channels.

L. Copyright and Ownership. CMF shall own the copyright for any programs that it may choose from time to time to produce. Copyright of programming produced by any other public access user shall be held by the person who produces that program.

M. Distribution.

- a) CMF may require that producers of programs using the equipment, facilities or staff of CMF grant to CMF/DCTV a non-exclusive license to cablecast such program on the channel or website operated by CMF/DCTV, and to copy, perform and/or prepare derivative works based upon the program for educational, training and/or promotional purposes.
- b) CMF may require that programs produced using CMF equipment, facilities or staff be cablecast at least once on channels operated by CMF/DCTV.
- c) CMF may require that programs produced using CMF equipment, facilities or staff not be used for commercial purposes.
- d) At least at the beginning and the end of each day that video programming cablecast on the channels whose use is authorized by this Agreement, CMF shall display a credit stating, "Partial Funding" for the operation of this channel is provided by the City of Duarte."

3. FUNDING

A. City Payment to Defray Capital Costs. Upon execution of this Agreement, the City of Duarte agrees pay to CMF the amount of \$22,000 to offset the costs of capital equipment investments CMF has identified as necessary to implement Public Access Programming at their studios. CMF shall be responsible for maintenance of all equipment owned, leased or purchased in the operation of the public access channel in the City with funds received pursuant to this Agreement. In the event of the dissolution of CMF, CMF shall transfer all assets of CMF funded with City dollars to either the City or another organization designated by the City to manage the public programming. (See Attachment A)

B. Fiscal Year Funding. In addition to the one-time capital cost offset provided above, City agrees to pay to CMF the amount of \$24,500 per fiscal year in two payments; one on or before October 31 and the other on or before January 31, during the term of this contract, and of any extensions thereto. To request a payment, CMF must submit an invoice to the City's Administrative Services Department a minimum of thirty days in advance for processing.

4. INSURANCE

A. Without limiting CMF's indemnification obligations as set forth in this Agreement, the DCTV shall procure and maintain, at its sole cost and expense, during the entire term of this Agreement including any extension thereof, the following policies of insurance: (a) Commercial General Liability insurance written on a per occurrence

basis in an amount not less than \$1,000,000 per occurrence; (b) Business Auto Coverage written on a per accident basis in an amount not less than \$1,000,000 per accident (if CMF has owned or leased vehicles), and if CMF's employees use personal autos in connection with the performance of work under this Agreement, CMF shall provide evidence of personal auto liability coverage for each such employee; and (c) if applicable, Worker's Compensation insurance providing statutory benefits as required by California law. All of the insurance policies except the personal auto policies and Worker's Compensation policies shall be endorsed to name City and its officers, officials, employees, agents, and representatives as additional insured'. No work or services under this Agreement shall commence until the CMF has provided the City with Certificates of Insurance evidencing the above insurance coverage's and said Certificates of Insurance are reasonably approved by the City. Certificates are to reflect that the insurer will provide 30 days written notice to City of any cancellation of coverage. In the event any of said policies of insurance are reduced in limits or cancelled for any reason, the CMF shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Paragraph. CMF agrees to provide immediate notice to City of any claim or loss against CMF arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right to monitor the handling of any such claim or claims if they are likely to involve City.

5. MISCELLANEOUS PROVISIONS

A. Non-discrimination in Employment and Service. CMF shall not discriminate against any person, employee or applicant for employment or subcontractor on the basis of race, color, creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap. Further, CMF shall not discriminate in the delivery of service on the basis of race, color, creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap.

B. Independent Contractor. It is understood and agreed that CMF is an independent contractor and that no relationship of principal/agent or employer/employee exists between the City and CMF. If in the performance of this Agreement any third persons employed by CMF such person(s) shall be entirely and exclusively under the control, direction and supervision of CMF. All terms of employment, including hours, wages, working conditions, discipline, hiring, discharge, or any other term of employment shall be determined by CMF.

C. Board of Directors Membership. CMF shall actively recruit members of the Duarte community to serve on its Board in accordance with its By-Laws and also designate one seat on their Board to be filled by a Duarte resident or business owner.

D. Assignment or Subletting. Neither this Agreement nor any interest in it shall be assigned or transferred by CMF without the express written consent of the City.

E. Annual Reporting. Prior to September 15th of each year, CMF shall submit to City an annual report for the preceding fiscal year (July 1 – June 30). The report shall contain, the following information:

- Current and complete listing of CMF's Board and their terms;
- Year-end financial statements;
- Any revisions to the by-laws, rules and regulations approved during the prior fiscal year;
- Statistics on programming and/or services provided.

F. Records, Fiscal Audit. CMF shall maintain all necessary books and records in accordance with generally accepted accounting principles and retain all such records for a period of not less than three years following the expiration of this Agreement or such longer period as provided by law.

G. Annual Plan and Budget. On or before May 15th City shall provide CMF with an estimate of available PEG fees and general fund dollars that will be available for the upcoming fiscal year. Prior to annual budget workshop, CMF will provide City Council with year to date budget expenditures and any anticipated capital/program expenses for the upcoming fiscal year.

H. Funding from Other Sources. CMF is encouraged, during the course of this Agreement, to pursue supplemental funds from other sources, including but not limited to fundraising.

I. Termination. The City may terminate this Agreement at any prior to the expiration of its term or any extension thereof, with or without cause. Prior to exercising any such termination right, however, the City will provide CMF a public hearing before the City Council, on no less than 60 days' notice, to consider the proposed termination.

J. Time. Time is of the essence in this Agreement and for the performance of all covenants and conditions of this Agreement.

K. Cooperation. Each party agrees to execute all documents and do all things necessary to appropriately carry out the provisions of this Agreement.

L. Governing Law. The internal laws of the State of California, without regard to principles of conflicts of laws, shall govern the interpretation of this Agreement.

M. Attorney's Fees; Litigation Matters. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding anything in this Agreement to the contrary, in no event shall CMF be entitled to economic or consequential damages or to punitive damages against City. In the event of any

litigation arising from or related to this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney fees, expert witness fees, and other related expenses. The Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the parties hereto concerning this Agreement. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on CMF shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

N. Interpretation; Entire Agreement. This Agreement shall be construed in accordance with its fair meaning, and without regard to rules of construction regarding draftsmanship. Both parties acknowledge they have had the opportunity to fully and fairly negotiate its terms, and to have the same reviewed by counsel, and neither party is acting under duress in agreeing to the terms herein. This document is the entire agreement of the parties and supersedes all other prior agreements either written or oral. The document may be amended only by written agreement executed by the parties.

6. NOTICES

Any notices which either party may desire to give or may be required to give to the other party under this Agreement must be in writing and may be given either by (a) personal service, or (b) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (c) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

If to City: City of Duarte
 City Manager's Office
 1600 Huntington Drive
 Duarte, California 91010
 Attn: Karen Herrera

If to Consultant: Community Media of the Foothills
 Box 227
 Monrovia, CA 91017
 Attn: Rena Delgado

7. RIGHTS AND REMEDIES ARE CUMULATIVE; AND WAIVER

A. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

B. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8. EXECUTION OF CONTRACT

The persons executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

9. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date set next to the signature of the City Manager below, which date shall be inserted into the preamble of this Agreement.

[end –signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF DUARTE

**COMMUNITY MEDIA OF THE
FOOTHILLS**

By _____
Darrell George
City Manager

By _____
Rena Delgado
Chairperson

ATTEST:

Marla Akana
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

David Cosgrove
City Attorney

Exhibit A

Equipment List

Item	Description	Quantity	Cost	Total
DJI Osmo Mobile	Motorized Gimbal Stabilizer for Smartphone	2	\$299.00	\$598.00
Apple 64GB iPod touch	iPod touch 6th Generation used as camera and control for DJI Osmo	3	\$285.00	\$855.00
Apple Mac Mini	Apple Mac Mini 3.0 GHz Intel Dual Core i7, 16GB Ram, 1TB storage	2	\$1,149.99	\$2,299.98
Lexar 32GB CF memory card	Lexar 32GB 1066x CF card used for Canon XF205 cameras (2x per package)	3	\$74.95	\$224.85
NewTek Tricaster Mini HD-4	Tricaster Mini switcher and titler with HDMI inputs	1	\$5,995.00	\$5,995.00
Blackmagic Micro Converter	Blackmagic Micro Converter SDI to HDMI	4	\$85.00	\$340.00
Canon XF205 Package	Canon XF205 HD Camcorder with Sennheiser MKE600 Shotgun Microphone, Think Tank Airport Commuter Backpack, Extra BP-975 Li-Ion Battery, Ikan iLED 144 on camera light.	3	\$3,199.00	\$9,597.00
Canon EOS 80D DSLR Package	Canon EOS 80D DSLR with 18-135mm lens with PZ-E1 Power Zoom Adapter, Rode VideoMic GO on camera microphone, Rugged Outrigger 45 Backpack	1	\$1,499.00	\$1,499.00
				Total
				\$21,408.83

ORDINANCE NO.**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADDING SECTION 16.04.100 "ELECTRIC VEHICLE CHARGING STATIONS" TO CHAPTER 16.04 "BUILDING LAWS," OF THE DUARTE MUNICIPAL CODE (MCA 17-01), RELATING TO AN EXPEDITED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS**

WHEREAS, Subsection (a) of Section 65850.7 of the California Government Code provides that it is the policy of the State to promote and encourage the use of electric vehicle charging stations and to limit obstacles to their use and by minimizing the permitting costs of such systems; and

WHEREAS, Subdivision (g)(1) of Section 65850.7 of the California Government Code provides that, on or before September 30, 2017, every city, county, or city and county with a population of less than 200,000 residents shall adopt an ordinance, consistent with the goals and intent of subdivision (a) of Section 65850.7, that creates an expedited, streamlined permitting process for electric vehicle charging stations.

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

SECTION 1. SECTION 16.04.100 ADDED

Section 16.04.100 ("Electric Vehicle Charting Stations") of Chapter 16.04 ("Buildings Laws") to Title 16 ("Buildings and Construction") of the City of Duarte Municipal Code is added in its entirety and to read in full as follows:

Section 16.04.100 - Electric Vehicle Charging Stations.

(a) **Applicability.** This Chapter applies to the permitting of all electric vehicle charging stations, as defined herein, in the City.

(b) **Definitions.** The following words and phrases as used in this section are defined as follows:

(1) "Electronic submittal" means the utilization of one or more of the following: e-mail and/or facsimile.

(2) "Electric Vehicle Charging Stations" means an electric vehicle supply equipment station, of any level, that delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle and is designed and built in compliance with 24 California Code of Regulations sections 625.1, *et seq.*, as it reads on the effective date of this Chapter, or as it may be amended.

(c) **Electric Vehicle Charging Station Requirements**

(1) All electric vehicle charging stations shall meet applicable health and safety standards and requirements imposed by the State of California and of the Los Angeles County Fire Department.

(2) Electric Vehicle Charging Stations shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

(d) **Duties of the Building Division and Building Official**

(1) On or before September 30, 2017, the Building Official shall implement an ordinance that creates an expedited, streamlined permitting process for electric vehicle charging stations.

(2) All documents required for the submission of an expedited electric vehicle charging station(s) shall be made available to the public on the City of Duarte website.

(3) An applicant's electronic signature shall be accepted on all forms, applications and other documents, in-lieu of a wet signature. However, because the City's ability to accept electronic signatures on forms, applications and other permit documents is still under development, the City can only accept electronic signatures that are sent via email or fax.

(4) A checklist shall be prepared by the Building Official of all requirements with which an electric vehicle charging station shall comply to be eligible for expedited review.

(5) The electric vehicle charging station permit process and checklist shall substantially conform to recommendations for expedited permitting, including the checklist, contained in the most current version of the Plug-in Electric Vehicle Infrastructure Permitting Checklist and the Zero-Emissions Vehicles in California: Community Readiness Guidebook published by the Governor's Office of Planning and Research.

(6) The fees prescribed for the permitting of electric vehicle charging stations shall be established by resolution of the City Council and shall comply with State Health and Safety Code Section 17951.

(e) **Permit Review and Inspection Requirements**

(1) The applicant may submit the permit application and associated documentation to the City's building division by person, mail, or electronic submittal together with any required permit process and inspection fees.

(2) The City of Duarte Building Division shall implement an administrative, non-discretionary review process to expedite approval of electric vehicle charging stations. The Building Division shall issue a permit(s) after receipt of a complete application that meets the requirements of the checklist and the payment of applicable permit fees, either through mail, phone or in-person. The City cannot currently process electronic (online) payments. Upon receipt of an incomplete application, the Building Division shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

(3) Prior to submitting an application, the applicant shall, at his or her cost, verify to the applicant's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system is adequately sized, based on the existing electrical system's current use, to carry electrical loads associated with an electric vehicle charging station and is in compliance with the development standards for electric vehicle charging stations identified in the Duarte Development Code, section DDC 19.38.190 (c).

(4) The Building Official may require an applicant to apply for a conditional use permit if the Official finds, based on substantial evidence, that the electric vehicle charging station could have a specific, adverse impact upon the public health and safety. Such decisions may be appealed to the Planning Commission. If a conditional use permit is required, the Building Official may deny an application for the conditional use permit if the official makes written findings based upon substantive evidence in the record that the proposed installation would have a specific, adverse impact upon public health or safety and there is no feasible method to satisfactorily mitigate or avoid, as defined, the adverse impact. Such findings shall include the basis for the rejection of the potential feasible alternative for preventing the adverse impact. Such decisions may be appealed to the Planning Commission.

(5) Any condition imposed on an application shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost.

(6) "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the City on another similarly situated application in a prior successful application for a permit. The City shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of

the Civil Code defining restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance.

SECTION 2. CEQA DETERMINATION

The adoption of this ordinance is exempt from environmental review under the California Environmental Quality Act pursuant to Section 15060(c)(2), 15060(c)(3), and 15061(b)(3) of Title 14 of the California Code of Regulations. The proposed code amendment only establishes a streamline permitting procedure for electric vehicle charging stations, and is simply authorizes administrative activities which will not have a significant negative effect on the environment.

SECTION 3. SEVERABILITY

If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

The City Council hereby declares that it would have passed this ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

SECTION 4. PUBLICATION

This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

SECTION 5 POSTING OF ORDINANCE

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.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect thirty (30) days following its second reading.

PASSED, APPROVED, AND ADOPTED after second reading at a regular meeting of the City Council of the City of Duarte this ____ day of _____, 2017.

Mayor Margaret Finlay

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 _____, 2017, by the following Roll Call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California

MEMORANDUM

TO: Mayor and Councilmembers

FROM: Darrell J. George, City Manager

DATE: September 21, 2017

SUBJECT: Conference Attendance – City Council Meeting of September 26, 2017

San Gabriel Valley Council of Governments
General Assembly 2017
October 25, 2017
Pacific Palms Resort – One Industry Hills Parkway, Industry
\$50 per person

Monrovia Duarte Black Alumni Association
Annual Scholarship Gala
November 11, 2017
Doubletree Hilton Hotel, Monrovia
\$65 per person



SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

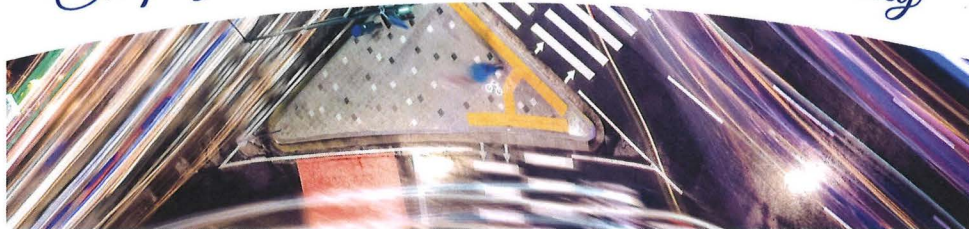
GENERAL ASSEMBLY 2017

Wednesday, October 25, 2017
9:00 am – 4:00 pm
(Registration and networking
will begin at 8:15 am)

PACIFIC PALMS RESORT
One Industry Hills Parkway
City of Industry, CA 91744

The 2017 General Assembly will address the future of the San Gabriel Valley, and the impact of transformational technology on the development and management of our cities, with a primary focus on transportation and energy.

Shaping the future of the San Gabriel Valley



WEDNESDAY, OCTOBER 25, 2017
PACIFIC PALMS RESORT

\$50 per person

(includes morning refreshments and lunch)

Registration: <https://sgvcog17ga.eventbrite.com>

Registration Deadline: October 19, 2017

For Inquiries: 626.457.1800 or sgv@sgvcog.org

MAJOR PARTNERS:



GOLD SPONSORS:



IN PARTNERSHIP WITH:



MDBAA PRESENTS



Recognizing Pulmonary Hypertension
Awareness Month
SATURDAY, NOVEMBER 11, 2017
6:00P.M. TO MIDNIGHT

Doubletree by Hilton Hotel, Madera Ballroom
Monrovia, California

You are cordially invited to attend Monrovia Duarte Black Alumni Association
25th Annual Scholarship Gala to benefit local High School Seniors
\$65 Per Person - Cocktail Attire | There will be Dinner & Dancing
RSVP to Larry Spicer (626) 419-5161

RSVP



M

- ACCEPTS WITH PLEASURE • DECLINES WITH REGRETS
• DONATION ENCLOSED

MDBAA, P.O. BOX 1638 MONROVIA, CA 91017

August 29, 2017

To Whom It May Concern:

The Monrovia Duarte Black Alumni Association (MDBAA) founded in 1992, is a non-profit organization which focuses on education for the youth in the Monrovia and Duarte communities. MDBAA members are committed to reinvesting in the youth of their alma maters, Monrovia and Duarte High Schools. We sponsor various events throughout the year that provide educational opportunities, foster community and raise funds for scholarships.

The MDBAA awards annually monetary scholarships to graduating college bound seniors attending Monrovia and Duarte High Schools. Eight (\$1,000) scholarships was awarded this June 2016. The funding for these scholarships are attained through fundraising and generous donations.

We would like to invite your organization to attend and to consider becoming a sponsor for our upcoming 25th Annual Scholarship Gala to be held on Saturday, November 11, 2017 at the Monrovia Doubletree by Hilton. Our theme this year is *Recognizing Pulmonary Hypertension Awareness Month*. The night will include a VIP Lounge, a delicious dinner, presentations to honorees and entertainment.

Your generosity will benefit well deserving Monrovia and Duarte High School seniors, help build community relationships and support MDBAA. This is also an opportunity for us to highlight you and your organization as investors in our youths. Please find enclosed an Invitation and a Sponsorship Participation Form for your consideration. I look forward to hearing from you to confirm receipt of this letter.

Thank you for your support. If you have any questions or need further information feel free to contact me at ljspiceisnice@yahoo.com or call me at (626) 419-5161, I look forward to hearing from you to confirm receipt of this letter.

Larry Spicer Scholarship Gala Chairperson

MEMORANDUM

TO: Darrell J. George, City Manager

FROM: Kristen Petersen, Assistant City Manager

DATE: September 21, 2017

SUBJECT: JOINT PARTNERSHIP BETWEEN CITY OF DUARTE AND FOOTHILL TRANSIT

RECOMMENATION

Staff is recommending that the City Council authorize the City Manager to enter into the attached Memorandum of Understanding (MOU) between Foothill Transit and the City of Duarte.

BACKGROUND

Last year City Council directed City staff to work with Foothill Transit on a concept of a joint partnership between Foothill Transit and Duarte, where Foothill Transit provides, operates, and maintains electric transit vehicles on the same route that the City is currently providing.

The concept was that Foothill Transit would assist us in the purchase and then through its Arcadia facility operator Transdev, operate and maintain 35 foot long-range electric buses on our existing fixed route and schedule. The City would pay for the buses and pay Foothill Transit for operational expenses. The City's two existing full time Transit staff would continue to manage the City's Fleet Services as well as manage the Foothill Transit operating agreement, just as our Public Safety staff manage the LA County Sheriff's contract.

On April 25, 2017, City Council designated \$1.6 million in Prop A funds towards the purchase of the buses and directed staff to negotiate a MOU to bring back for Council consideration. In June 2017, the Foothill Transit Board authorized staff to negotiate and enter into a MOU with the City of Duarte.

The procurement and manufacturing process related to these electric buses could take up to 12 months. Contingent on the Duarte City Council's authorization of the MOU, Foothill Transit staff will be taking an item to their Board on September 29th to get authorization to procure the buses in an effort to expedite the process as much as possible.

The proposed MOU is attached and a summary of the key points are summarized below.

MOU SUMMARY

The MOU has a base term of four years, with two three year extensions.

Foothill Transit will purchase three 35-foot electric buses for operation of the City's transit service. Each bus is estimated to cost approximately \$800,000. The City will reimburse Foothill Transit within ninety days after the final acceptance of the buses for the purchase of two buses. The City Council authorized using \$1.6 million in Prop A funds for this purpose. The City will reimburse Foothill Transit for the cost of the third bus through monthly payments financed over a period of ten years at an annual interest rate of three percent.

If the MOU is not extended and is terminated before the end of the ten-year financing period for the third electric bus, the City will have the choice of either continuing the financing of the bus, paying the remaining balance due on the bus; or transferring the ownership of the bus to Foothill Transit, who would then reimburse the City for the amount paid to date.

The buses will bear both Foothill Transit's and the City's logos, and reflect the established partnership. The routes serviced by the Project will be called Lines 301 and 302. The current bus routes and schedules will be retained. In the future routes and schedules may be adjusted as needed by mutual consent of the City and Foothill Transit.

Foothill Transit shall provide the necessary equipment, including fare collection equipment on the electric buses, other on-board equipment, CAD/ADL equipment, and related equipment and materials normally used in the operation of fixed route services by Foothill Transit.

Foothill Transit will be solely responsible, through its contractor Transdev, for the maintenance of the electric buses, associated equipment, bus charging stations, and for all necessary repairs and replacements of parts and equipment used.

The City shall reimburse Foothill Transit for the cost of operating and maintaining the transit buses as well as its pro-rata share of the monthly electricity costs at the Arcadia Facility bus charging station.

The Parties agree that the fare for the bus services will be the fares charged for Foothill Transit Local bus services. However, the City Council may choose to provide subsidized fares for Duarte residents, or categories of Duarte residents, such as Seniors, at any time during the program. Fare revenue on Duarte routes will be calculated by Foothill Transit and deducted each month from Foothill Transit's invoice to the City.

As we have discussed over the last two years, there are many benefits that come with this transition. Changing to 35 foot electric buses will not only be much quieter, but also increase capacity. Foothill Transit brings a much-needed transit expertise to the City and we will have access to Foothill Transit's resources, which includes an existing fast charge infrastructure and a fleet of electric buses, with the latest and greatest in technology. The City will also get the support of a full maintenance facility at the Arcadia Yard on Peck Road. Duarte Transit has traditionally operated with 10-15 part time bus drivers, however over the last few years we have been unable to fill and maintain these

positions, so this MOU will relieve us of our staffing challenge. Foothill Transit continues to be awarded with millions of dollars in funding from the FTA and other agencies. This is consistent with the feedback that we have been given in our last few attempts at grant funding for buses, that the preferred programs have regional significance and joint partnerships. Regionally this partnership would allow for more federal funding to flow into the San Gabriel Valley via the Formula Allocation Procedure. Foothill Transit believes that there is a real potential to work with the City of Duarte as its very first test case and that the program has the potential to go beyond Duarte as far as other member cities.

MEMORANDUM OF UNDERSTANDING

Between

FOOTHILL TRANSIT

and

THE CITY OF DUARTE

This Memorandum of Understanding ("MOU") is made and entered into as of _____, 2017 by and between **FOOTHILL TRANSIT**, a joint powers agency organized under the laws of the State of California with its principal place of business at 100 South Vincent Avenue, Suite 200, West Covina, California 91790 and **THE CITY OF DUARTE** (the "City"), a municipal corporation located in the State of California. Foothill Transit and the City are sometimes individually referred to as a "Party" and collectively as "Parties."

ARTICLE 1 RECITALS

- A. The City owns and operates Duarte Transit, a shuttle system that services the City of Duarte. Duarte Transit provides shuttle transportation services along specified routes for the benefits of the City and residents of the surrounding communities.
- B. Foothill Transit operates a public transportation system that services multiple cities in Southern California.
- C. The City and Foothill Transit wish to enter into this MOU for the provision of new electric buses and transportation services within the City, including the joint financing, operating, and managing of transportation within the City (as more particularly described herein, the "Project").

ARTICLE 2 SCOPE OF PROJECT

The Project generally consists of the purchase of three (3) 35-foot electric buses, and the operation, maintenance, and management thereof by Foothill Transit within the City. The Parties will also establish routes within the City, as more specifically described below.

ARTICLE 3 PROJECT TERM

This MOU and the Project shall have a base term of four (4) years, with two (2) three (3) year extensions. The exercise of the two (2) extensions, or any further extension, shall be by mutual agreement of the Parties.

ARTICLE 4 FINANCING FOR ACQUISITION OF ELECTRIC BUSES

A. Foothill Transit will procure three (3) 35-foot electric buses for operation of the City's transit service (the "Project Services"). The City will reimburse Foothill Transit within ninety (90) calendar days after the date of this MOU for the purchase of two (2) buses. The City will reimburse Foothill Transit for the cost of the third bus through monthly payments financed over a period of ten (10) years at an annual interest rate of three percent (3%), compounded monthly. The amount due from the City for each bus shall be the actual purchase price paid by Foothill Transit for such bus, without any additional markup or fees.

B. Foothill Transit will invoice the City for the amounts due for reimbursement for the three (3) electric buses in accordance with Article 13 hereof.

C. If the Parties do not exercise both extension periods under Article 3 or the Project is otherwise terminated before the end of the ten (10) year financing period for the third electric bus referenced in subsection A hereof, the Parties shall develop a mutually agreeable method for the disposition and ownership of such bus, including (1) continuation of the financing of such bus in accordance with subsection A; (2) payment by the City of any balance due on such bus; or (3) retention of ownership by Foothill Transit through reimbursement to the City of the amount it has paid by that time for such bus.

ARTICLE 5 OWNERSHIP OF BUSES

The Parties agree that the two (2) electric buses purchased by Foothill Transit and reimbursed with City funds will be owned by the City upon payment in full of the purchase price. Foothill Transit will be the initial owner of the third bus, and ownership of the third bus will be transferred to the City upon payment of the final invoice from Foothill Transit for the purchase of that bus. The buses will bear both Foothill Transit's and the City's logos, and reflect the Parties' partnership as established by this MOU.

ARTICLE 6 OPERATION OF PROJECT SERVICES

A. Foothill Transit shall be responsible, through its contractor Transdev Services, Inc. ("Transdev"), for the operation of all Project Services and for the maintenance of the electric buses and associated equipment. All operations and maintenance of the Project Services by Transdev shall be performed in accordance with the standards and requirements in the May 26, 2016 Operations and Maintenance Agreement between Foothill Transit and Transdev ("O&M Agreement"). Foothill Transit intends that Project Services shall be provided by employees of Transdev. The foregoing notwithstanding, City is not, and shall not be, a party to the O&M Agreement, and City's sole contractual relationship under this MOU is with Foothill Transit. Foothill Transit shall in all respects be responsible for the administration of its contract with Transdev, and to the extent that Foothill Transit's performance of Project Services hereunder contemplates the use of Transdev services thereunder, or the standards of performance stated therein, Foothill Transit shall be solely responsible for the administration, oversight, and assurance of timely and adequate performance by Transdev, in accordance with the O&M Agreement.

B. The City shall reimburse Foothill Transit for the cost of operating and maintaining the Project Services, on the basis of the Rate per Revenue Hour and the Rate per Revenue Mile set forth in the O&M Agreement, in accordance with the invoicing process in Article 13.

C. The Parties agree that Foothill Transit will serve as the Federal Transit Administration (FTA) grantee for the Project.

ARTICLE 7 ELECTRIC UTILITY CHARGES

Foothill Transit will be solely responsible for all electric utility charges related to the electric buses and charging stations and for ensuring that the electric buses are appropriately charged at Foothill Transit's Arcadia facility to assure satisfactory operation and performance of the Project Services. The City agrees that it will reimburse Foothill Transit for the City's pro-rata share of the monthly electricity costs at the bus charging stations at Foothill Transit's Arcadia facility, in accordance with the invoicing process in Article 13. The Parties agree to develop an appropriate formula or methodology to determine the City's pro-rata share of those costs.

ARTICLE 8 BUS FARES

A. The Parties agree that the fare for the bus services under this MOU will be the fares charged for Foothill Transit Local bus services. However, the City can decide to provide residents or categories of residents, such as Seniors, certain fare subsidies on the Duarte routes.

B. At the end of the first three months of operation of the Project services, Foothill Transit will disburse to the City an amount equal to the first three months' fare revenues, which amount will be calculated by multiplying the average fare collected on the two Duarte routes by the number of boardings on those routes.. Fare revenue and ridership data collected during the first three months of operation of the service will be used to determine the average fare for rides taken on the two Duarte routes. After this three-month period, fare revenue will be deducted each month from Foothill Transit's invoice to the City in accordance with Article 13.

ARTICLE 9 BUS ROUTES AND SCHEDULES

The routes serviced by the Project will be Lines 301 and 302. The current bus routes and schedules covered by the Project are more particularly described in Exhibit "A" attached hereto and incorporated by reference herein. Routes and schedules may be adjusted as needed by mutual consent of the City and Foothill Transit.

ARTICLE 10 MAINTENANCE AND REPAIRS

Foothill Transit will be solely responsible, through its contractor Transdev, for the maintenance of the electric buses, associated equipment, and bus charging stations, and for all necessary repairs and replacements of parts and equipment used in the Project Services. All maintenance and repairs by Transdev shall be performed in accordance with the standards and requirements in the O&M Agreement and with all applicable codes, statutes, and regulations. The City will be responsible for all costs associated with these maintenance activities, which cost will be included in its monthly payments under Article 13 A(3) hereof.

ARTICLE 11 EQUIPMENT

Foothill Transit shall provide the necessary equipment for the Project Services, including fare collection equipment on the electric buses, other on-board equipment, CAD/ADL equipment, and related equipment and materials normally used in the operation of fixed route services by

Foothill Transit's contractor Transdev. Foothill Transit will retain ownership of all such equipment. The cost of the use of such equipment on the Project Services is included in the cost of operations and maintenance to be paid by the City under Article 13 A(3).

ARTICLE 12 SIGNS AND ADVERTISING

A. Foothill Transit may, at its own expense, install and operate electronic or other type of information signs on the buses subject to compliance with the City's Municipal Code. These information signs will be the property of Foothill Transit.

B. The City and Foothill Transit agree that no external advertisements will be placed on the electric buses used in the Project Services.

C. The City and Foothill Transit agree that internal onboard communication is limited to non-commercial, non-political information provided on behalf of local non-profit organizations and educational institutions.

ARTICLE 13 INVOICES

A. Foothill Transit will submit monthly invoices to the City for the payment of the City's financial obligations for the Project Services, in accordance with the following provisions of this Article.

B. For the first three (3) months of Project Services, the amount payable under each monthly invoice shall be the sum of: (1) one-third of the cost of two (2) 35-foot electric buses; (2) the monthly principal and interest due on the third electric bus; (3) the operations and maintenance costs of the Project Services for the prior month, based on the actual Revenue Hours and Revenue Miles operated; and (3) the City's pro-rata share of the electricity costs at the bus charging stations at Foothill's Arcadia facility for the prior month.

C. Beginning with the fourth month of Project Services and continuing for the balance of the term of this MOU, the amount payable under each monthly invoice shall be (1) the sum of: (a) the monthly principal and interest due on the third electric bus; (b) the operations and maintenance costs of the Project Services for the prior month, based on the actual Revenue Hours and Revenue Miles operated; and (c) the City's pro-rata share of the electricity costs at the bus charging stations at Foothill's Arcadia facility for the prior month; less (2) the fare revenue collected on the Project routes during the prior month. In the event the fare revenue collected exceeds the sum of the amounts described in clause (1) of this subsection, such excess amounts shall be paid by Foothill Transit directly to the City.

D. The City shall review, approve, and pay each monthly invoice within thirty (30) days of its receipt. If the City disputes or questions any portion of a monthly invoice, the City shall so notify Foothill Transit in writing and allow Foothill Transit to clarify or correct such disputed amount. No payment need be made by City of any disputed amount during the period of such dispute, but in the event the dispute cannot be resolved in a reasonable time, the Parties may provide for a mechanism by which such amounts may be paid under protest. In the event of such

a dispute, City shall make timely payment of any undisputed portion of the invoice, such that only amounts questioned or in dispute may be withheld by City. If the parties cannot clarify or otherwise resolve the questioned or disputed amounts of any given invoice, they may invoke the Dispute Resolution procedures of Article 17.

ARTICLE 14 INSURANCE

Foothill Transit will ensure that the Project Services are covered by workers' compensation, general liability, automobile liability, and "all-perils" property insurance required to be provided by Transdev under the O&M Agreement, and shall further ensure that the City is added as an additional insured on all such policies (other than workers' compensation). If the City maintains general liability insurance for injuries or damages arising out of the Project Services, the City will ensure that Foothill Transit is listed as an additional insured on that liability insurance policy.

ARCILE 15 INDEMNITY

A. Foothill Transit shall defend, indemnify, and hold the City and its officials, officers, and employees free and harmless from any and all claims, demands, causes of action, costs, including wrongful death, to the extent caused by any alleged acts, omissions, or willful misconduct of Foothill Transit, its Members, officials, officers, or employees in connection with the Project, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. The obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Foothill Transit or its Members, officials, officers, or employees.

B. The City shall defend, indemnify, and hold Foothill Transit, its Members, officials, officers, and employees free and harmless from any and all claims, demands, causes of action, costs, including wrongful death, to the extent caused by any alleged acts, omissions, or willful misconduct of the City, its officials, officers, and employees in connection with the Project, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. The obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, or employees.

C. Notwithstanding the provisions of Article 6 above, Foothill Transit shall ensure that the indemnification obligations of Transdev under the O&M Agreement apply to any and all claims, liabilities, and actions arising under the Project Services, and shall further ensure that such indemnification obligations of Transdev extend and apply to the City and its officials, officers, and employees. Nothing in this Article shall diminish or otherwise affect the indemnification obligations of Transdev under the O&M Agreement. Transdev's indemnification obligations regarding the Project Services shall apply and take precedence over any indemnification obligations of Foothill Transit or the City under this Article.

ARTICLE 16
CUSTOMER COMPLAINTS

The customer complaint process in the O&M Agreement shall apply to the Project Services. In addition, Foothill Transit shall provide notice to the City, within one (1) business day, of any ADA or Title VI complaints relating to the Project Services.

ARTICLE 17
DISPUTE RESOLUTION

If a dispute should arise between the Parties with respect to this MOU or any of its provisions, the Parties shall within ten (10) business days meet and confer in a good faith effort to resolve the dispute. In the event such direct “meet and confer” processes fail to result in agreement, the Parties may attempt to settle such dispute through the use of a mutually acceptable mediator prior to the initiation of any legal action on the part of either Party with respect to this MOU, any of its provisions, and/or its enforcement. The costs of such mediation shall be shared equally by the Parties, and in the process of such mediation, the Parties shall promptly and reasonably share such non-privileged data and underlying information regarding the specific subject matter of the nature of the dispute, without the need for formal discovery, as such party believes supports its position, and upon which it relies. If the dispute involves Transdev, the Parties may use the disputes procedure in the O&M Agreement.

ARTICLE 18
OBLIGATIONS OF NEW CONTRACTOR

If during the term of this MOU, Transdev is replaced or succeeded by a new contractor that assumes responsibility for the operations and maintenance of fixed route services out of Foothill Transit’s Arcadia facility, Foothill Transit shall ensure that such new contractor shall be responsible for the operation of Project Services and for the maintenance of the electric buses and associated equipment, in accordance with the terms and conditions of this MOU.

ARTICLE 19
COMPLIANCE WITH APPLICABLE PROVISIONS OF LAW

The Parties agree to comply with all applicable provisions of federal law, California state law, and local ordinances, which shall be considered a part of this MOU as though full set forth herein.

ARTICLE 20
GOVERNING LAW

This MOU is entered into in and under the laws of the State of California and shall be interpreted in accordance therewith.

ARTICLE 21 NOTICES

Notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

The City

Kristen Petersen, Assistant City Manager
City of Duarte
1600 Huntington Drive
Duarte, CA 91010

Foothill Transit

LaShawn King Gillespie, Director of Customer Service and Operations
Foothill Transit
100 S. Vincent Ave
Ste. 200
West Covina, CA 91790

Any notice or demand which may or must be given or made by a Party hereto under the terms of this MOU or any statute or ordinance shall be in writing and shall be deemed received on: (1) the day of delivery if delivered by hand (including overnight courier service) during the receiving Party's regular business hours; or (2) on the second business day following deposit in the United States mail, postage prepaid, to the address(es) set forth above, or to such other address(es) as the Parties may, from time to time, designate in writing pursuant to the provisions of this Article 20, provided the sender obtains and retains record of such postings. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

ARTICLE 22 GENERAL PROVISIONS

A. Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this MOU.

B. Successors and Assigns. This MOU shall be binding on the successors and assigns of the Parties. Neither Party shall assign, hypothecate, or transfer, either directly or by operation of law, this MOU or any interest herein without the prior written consent of the other Party. Any attempt to do so shall be null and void, and any assignees, hypothecates, or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.

C. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this MOU, the language of this MOU shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term

referencing time, days, or period for performance shall be deemed calendar days. All references to the City include all personnel, employees, and agents of the City, except as otherwise specified in this MOU. All references to Foothill Transit include its elected officials, officers, agents, volunteers, and staff, except as otherwise specified in this MOU. The captions of the various sections and paragraphs are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this MOU.

D. Amendment; Modification. No supplement, modification, or amendment of this MOU shall be binding unless set forth in writing and signed by both Parties.

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise. The failure of either Party to enforce one or more of the terms or conditions of this MOU or to exercise any of its rights or privileges, or the waiver by either Party of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

F. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

G. Invalidity; Severability. If any portion of this MOU is declared as invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

H. Authority to Enter MOU. Each Party has all requisite power and authority to conduct its business and to execute, deliver, and perform the MOU. Each Party warrants that the individuals who have signed this MOU have the legal power, right, and authority to make this MOU and bind each respective Party.

I. Counterparts. This MOU may be signed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

J. Entire Agreement. This MOU contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, and agreements.

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

FOOTHILL TRANSIT

CITY OF DUARTE

By: _____
Doran J. Barnes
Executive Director
Foothill Transit

By: _____
Darrell J. George
City Manager
City of Duarte

Approved as to Form:

Approved as to Form:

By: _____
G. Kent Woodman
Special Counsel

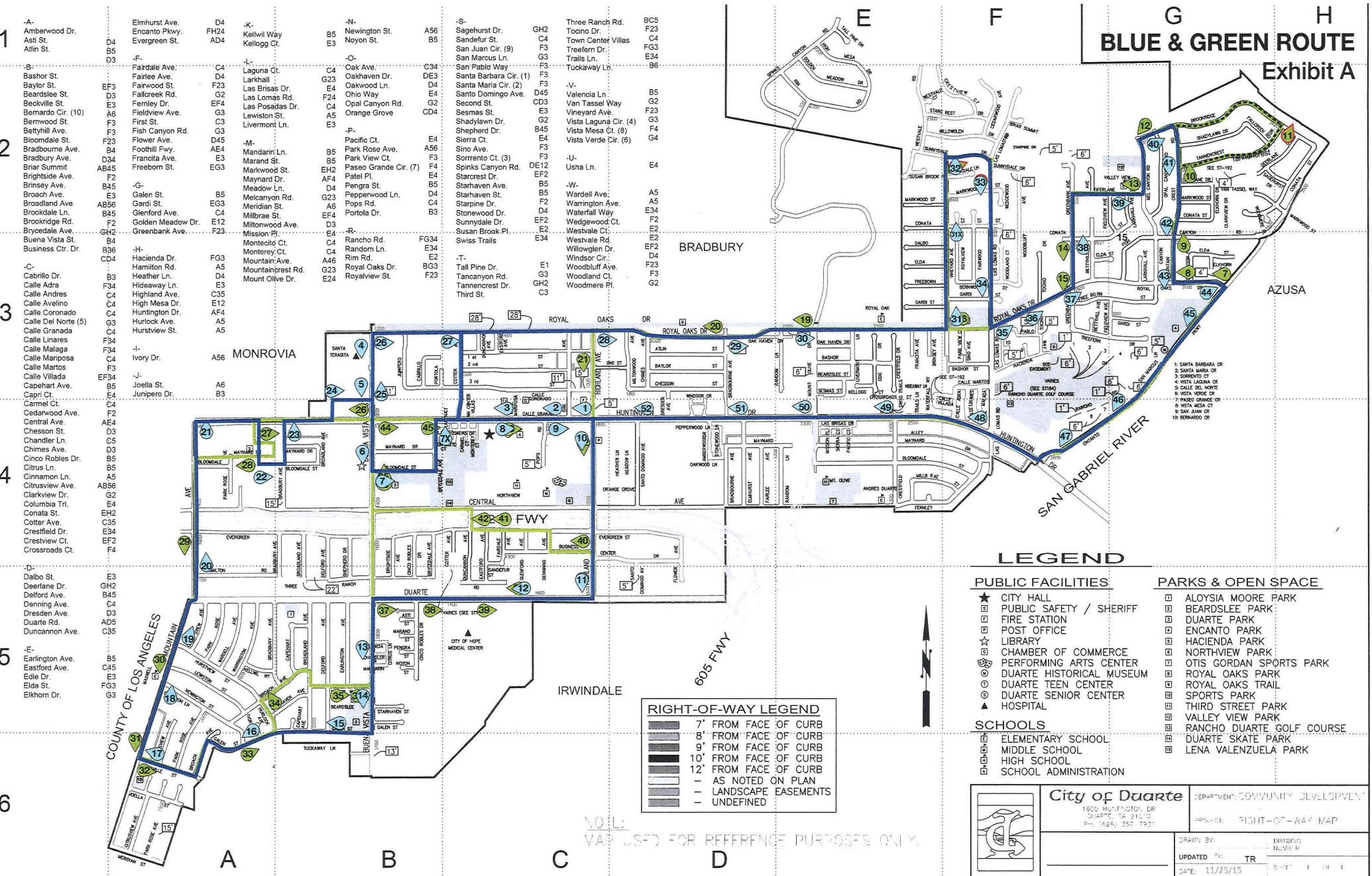
By: _____
David Cosgrove
Rutan & Tucker

Exhibit A

BUS ROUTES

BLUE & GREEN ROUTE

Exhibit A



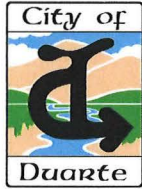
RIGHT-OF-WAY LEGEND	
[Line Style]	7' FROM FACE OF CURB
[Line Style]	8' FROM FACE OF CURB
[Line Style]	9' FROM FACE OF CURB
[Line Style]	10' FROM FACE OF CURB
[Line Style]	12' FROM FACE OF CURB
[Line Style]	AS NOTED ON PLAN
[Line Style]	LANDSCAPE EASEMENTS
[Line Style]	UNDEFINED

LEGEND

PUBLIC FACILITIES	PARKS & OPEN SPACE
★ CITY HALL	□ ALOYSIA MOORE PARK
□ PUBLIC SAFETY / SHERIFF	□ BEARDSLEE PARK
□ FIRE STATION	□ DUARTE PARK
□ POST OFFICE	□ ENCANTO PARK
★ LIBRARY	□ HACIENDA PARK
□ CHAMBER OF COMMERCE	□ NORTHVIEW PARK
□ PERFORMING ARTS CENTER	□ OTIS GORDAN SPORTS PARK
□ DUARTE HISTORICAL MUSEUM	□ ROYAL OAKS PARK
□ DUARTE TEEN CENTER	□ ROYAL OAKS TRAIL
□ DUARTE SENIOR CENTER	□ SPORTS PARK
▲ HOSPITAL	□ THIRD STREET PARK
SCHOOLS	□ VALLEY VIEW PARK
□ ELEMENTARY SCHOOL	□ RANCHO DUARTE GOLF COURSE
□ MIDDLE SCHOOL	□ DUARTE SKATE PARK
□ HIGH SCHOOL	□ LENA VALENZUELA PARK
□ SCHOOL ADMINISTRATION	

	City of Duarte	DEPARTMENT: COMMUNITY DEVELOPMENT
	1800 HUNTINGTON DR. DUARTE, CA 91010 PH: (626) 351-7931	MAP: RIGHT-OF-WAY MAP
	DATE: 11/25/15	DRAWN BY: TR CHECKED BY: TR

NOT FOR CONSTRUCTION
VAP USED FOR REFERENCE PURPOSES ONLY



MEMORANDUM

To: Mayor and City Council

From: Amanda Hamilton, Public Works Manager

Date: September 26, 2017

Subject: Request to Approve Fiscal Year 2017-2018 Senate Bill 1 Project List, SB-1 (Road Repair and Accountability Act of 2017); Budget Amendment for \$125,000 for Project Funding; and Presentation of the Huntington Drive Intersection Capacity Analysis

RECOMMENDED ACTION

Staff recommends that the City Council: approve the SB-1 Project List; amend the FY 2017/18 budget to include \$125,000 in Road Maintenance and Rehabilitation Account funding (SB-1) account # 2230-7890; and receive the Huntington Drive Intersection Capacity Analysis.

BACKGROUND

Senate Bill (SB) 1 was signed on April 28, 2017 by the Governor of California for the Road Repair and Accountability Act of 2017. This bill was passed to ensure that basic road maintenance, rehabilitation and critical safety needs are met on both the local and state highway systems. The maintenance, rehabilitation and critical safety needs are a priority to California residents and signed along with the bill is a level of importance for the accountability and transparency in delivering these transportation programs. To be eligible for Road Maintenance and Rehabilitation Account (RMRA) funding the statute requires the City of Duarte to provide basic annual RMRA project reporting to the California Transportation Commission. For the Fiscal Year 2017-2018 the City will need to amend the budget to show RMRA funded projects and approve a project list of projects that will utilize the funds. This information must be submitted to the State by October 16, 2017.

It is recommended that the project list be made up of intersection improvements along Huntington Drive. The recommendations are from the Huntington Drive Intersection Capacity and Safety Analysis (attached). The study assessed circulation issues associated with peak hour traffic along the Huntington Drive corridor. Huntington Drive is a 2.4-mile major arterial through the city and is a key regional arterial corridor

providing primary east/west regional connections in the San Gabriel Valley. In addition to carrying significant commuter traffic, it is a key roadway connection for residents of Duarte, by providing access to major shopping and commercial areas, freeways, and public facilities. It is important that this key facility not only function efficiently during peak periods for through traffic but also provide the residents of Duarte safe and convenient access to their homes and the commercial core of the City. The study analyzed traffic data, collision history, level of service counts and previous safety concerns with the intersections along Huntington Drive.

ANALYSIS

Six intersections along the Huntington Drive Corridor are recommended for safety improvements. These improvements include equipment upgrades, lane configuration, additional traffic markings, signage, and signal timing compliance. Currently the City of Duarte has certain equipment that is obsolete. This equipment needs to be upgraded to improve safety by reducing the probability of equipment failure or malfunction and enhancing driver, bicyclist, and pedestrian awareness. The City needs to review all pedestrian, bicycle, and vehicle clearance timing for compliance with the 2014 CA MUTCD.

Intersections included in this project are:

Huntington Drive and Mountain Avenue

Add Eastbound and Westbound Thru Lanes. On-street parking restrictions will need to be implemented for about 300 feet. Implement Protected-Permissive Flashing Yellow Left-Turn Arrow for Northbound and Southbound Mountain Avenue at Huntington Drive, and add a line Extension Through Intersection.

Huntington Drive and Buena Vista Street

Add Eastbound and Westbound Thru Lanes, On-street parking will need to be removed or restricted for about 300 feet. Implement Flashing Yellow Protected/Permissive Left-Turn Arrow for North-Southbound Left Turn Movements.

Huntington Drive and Highland Avenue

Add Northbound and Southbound Left Turn Pockets at the Intersection of Highland Ave. at Huntington Drive. Extend Westbound Left Turn Pocket for Additional Storage.

Huntington Drive and Mount Olive Drive

Add Eastbound and Northbound Right Turn Overlap Signal to be Activated Concurrently with Northbound Split Phase and Westbound Left Turn Signal. Add Westbound Dual Left Turn Lanes. Remove Crosswalk on the West Leg of the Intersection and Increase Split Times for All Westbound Movements.

Huntington Drive and Las Lomas Road

Add Northbound Right Turn Overlap Signal to be Activated Concurrently with Westbound Left Turn Signal. On-street parking will need to be removed for about 210 feet south of the crosswalk. Implement North/South Split Phase Signal Operation, Provide Dual Left Turn Lanes Southbound. Remove East Crosswalk, Ped Share West Crosswalk, Add Green Ball with Yield to Pedestrian Sign for Northbound Movement. Add Eastbound and Westbound Thru Lanes. On-street parking will need to be removed or restricted for about 300 feet. Install Line Extension Through Intersection.

Huntington Drive and Encanto Parkway

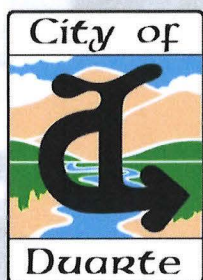
Right Turn Lane Buffer Offset and Re-Stripe Southbound Stop Bar and Pavement Markings. Install "No Ped Crossing" Barricade and Re-stripe Southbound Stop bar and Pavement Markings.

The preliminary Engineer's estimate for this work is \$317,000. While the approximately \$125,000 in first year of SB-1 funding does not cover this entire amount, it is anticipated that future years will provide additional funds that will be adequate to fund the projects. It is also possible to complete the intersection improvements with gas tax or other transportation funds. With Council approval, Staff will work on developing bid documents and a more exact and detailed Engineer's estimate.

Attachment: Huntington Drive Intersection Capacity and Safety Analysis

HUNTINGTON DRIVE INTERSECTION CAPACITY AND SAFETY ANALYSIS

Submitted to



September 2016

Submitted by

ALBERT
CROVER &
ASSOCIATES

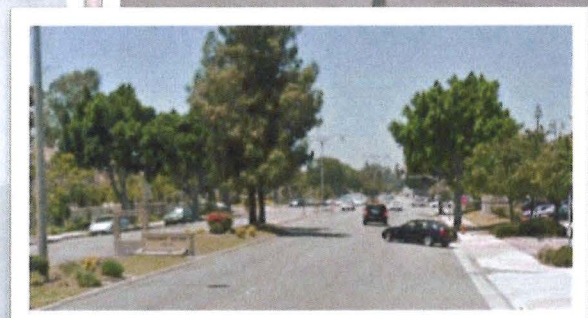


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D.	Statewide Integrated Traffic Records System (SWITRS) Collision Reports
E.	Level of Service Analysis
F.	FHWA Signalized Intersections: Informational Guide, 11.1.3 Increase Size of Signal Heads
G.	Caltrans Correspondence Letter – I-210 and I-605 at Huntington Drive



INTRODUCTION

The City of Duarte has contracted Albert Grover & Associates (AGA) to conduct a comprehensive capacity and safety study of the Huntington Drive corridor from Mountain Avenue on the west, to Encanto Parkway on the east. The study effort focused on the analysis of six signalized intersections and three unsignalized intersections along the Huntington Drive corridor. The six signalized study intersections are located at Mountain Avenue, Buena Vista Street, Highland Avenue, Mount Olive Drive, Crestfield Drive, and Las Lomas Road. The three unsignalized intersections are located at Brycedale Avenue, Cotter Avenue, and Encanto Parkway. The purpose of this report is to document the existing traffic conditions, furnish a technical assessment of traffic flow within the corridor, present findings and to provide the City with a series of recommendations that could be implemented to improve traffic operations and enhance safety.

Huntington Drive is a 2.4-mile major arterial throughout the City of Duarte connecting west to the City of Monrovia and east to the City of Azusa. It is a key regional arterial corridor providing primary east/west regional connections in the San Gabriel Valley. In addition to carrying significant commuter traffic, Huntington Drive is also a key roadway connection for the residents of Duarte, by providing access to major shopping and commercial areas, freeways, and public facilities. It is important that this key facility not only functions efficiently during peak periods for through traffic but also provide the residents of Duarte safe and convenient access to their homes and the commercial core of the City. Figures 1 and 2 depict the corridor throughout the City.

Based on input received from the City of Duarte, it was determined that documenting the existing traffic conditions at these particular intersections would provide for a more detailed analysis of characteristics throughout the corridor. In order to identify any potential matters of concern on any corridor with multiple intersections, it is necessary to primarily analyze and treat each intersection independently from one another. In doing so, unapparent driver patterns were identified and more effective recommendations were considered.

Traffic data such as volume counts, turning movements, collision histories, and intersection signal timing were thoroughly reviewed. Additionally, various field reviews were made throughout Huntington Drive and the surrounding streets during weekday and weekend peak-hours. Traffic conditions and operations during both the peak and off-peak traffic times included evaluations of all pavement markings and street signs. Based on the data gathered, field reviews, and analysis, we developed a comprehensive list of recommendations for the City of Duarte for the improvement of capacity and safety on Huntington Drive.



Figure 1: Huntington Drive Vicinity Map (West)

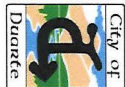


Figure 2: Huntington Drive Vicinity Map (East)



EXISTING TRAFFIC CONDITIONS

To comprehensively understand the characteristics of Huntington Drive and the nine intersections under study, information was gathered on the existing traffic controls, street geometrics, traffic volumes, traffic speeds, adjacent land use, and traffic collision history along the corridor. The following describes the existing intersection characteristics along with observations noted by our engineering team from research and field observations.

HUNTINGTON DRIVE (PRINCIPAL ARTERIAL)

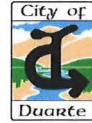
Huntington Drive is a four lane, divided east-west principal arterial roadway that accommodates regional, sub-regional, and intercity travel. There is a landscaped raised median and multiple left turn pockets with a consistent speed limit of 40 miles per hour (mph) posted throughout its full stretch in the City of Duarte. The adjacent land use of Huntington Drive generally consists of medium to high density residential and commercial with some public (City Hall) and industrial land use. On-street parking is generally permitted and there are multiple driveway access points throughout the corridor. Although on-street parking is allowed on both sides of Huntington Drive, there are "No Parking 3AM to 6AM" signs posted throughout on the raised center median for both east-west directions on Huntington Drive.

MOUNTAIN AVENUE AT HUNTINGTON DRIVE

Mountain Avenue is a four lane, divided north-south principal arterial street that intersects at the west end with Huntington Drive. This signalized intersection borders the City of Duarte with the City of Monrovia and consists of protected left turns in all four directions with U-turns allowed for east-westbound directions. The east and south legs of the intersection fall within the jurisdiction of the City of Duarte while the north and west legs are within City of Monrovia jurisdiction. The posted speed limit on Huntington Drive is 35 mph west of the intersection and 40 mph east of the intersection. The posted speed limit on Mountain Avenue is 40 mph north of the intersection and 35 mph south of the intersection. A two-way left turn lane generally delineates north/south traffic on Mountain Avenue and there are marked crosswalks on all four legs of the intersection. On-street parking is generally permitted along Mountain Avenue and is prohibited upon approach to the intersection. There is a restaurant on the northwest corner, a local pharmacy on the northeast corner, and service stations on both the southwest and southeast corners of the intersection. Access to the I-210 freeway is also provided from Mountain Avenue south of Huntington Drive.

BUENA VISTA STREET AT HUNTINGTON DRIVE

Buena Vista Street is a four lane, undivided north-south minor arterial street that intersects Huntington Drive at approximately half a mile east of Mountain Avenue. This signalized intersection has protected left turns in all four directions and a dedicated right turn lane for the east-westbound approaches. U-turns are only permitted for the east-westbound approach. Direction of traffic on Buena Vista Street is generally delineated with yellow pavement markers and there are marked crosswalks on all four legs of the intersection in the form of decorative pavers in the roadway. On-street parking is generally not permitted along Buena Vista Street but is minimal northbound, north of the intersection. The posted speed limit on Buena Vista Street is 35 mph. There are small commercial centers north of the intersection, and a service station and fast food restaurant south of the intersection. Access to the I-210 freeway is also provided from Buena Vista Street south of Huntington Drive.



BRYCEDALE AVENUE AT HUNTINGTON DRIVE

Brycedale Avenue at Huntington Drive is a unsignalized T-intersection to the south with unmarked crosswalks on all three legs. It is located just east of Buena Vista Street. This local street has a prima facie speed limit of 25 mph south of Huntington Drive. Left turn pockets on Huntington Drive provide vehicular access to Brycedale Avenue and for making U-turns at the intersection. The northbound approach is controlled by a stop sign at the intersection and on-street parking is generally permitted throughout. There is an empty lot that may have potential for future development north of the intersection, and a bank and small commercial center south of the intersection. Brycedale Avenue also provides access to the City's Montgomery Field sports complex and local park towards the south-end of the street.

COTTER AVENUE AT HUNTINGTON DRIVE

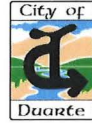
Cotter Avenue is approximately ¼ of a mile east of Buena Vista Street. This street is two-way north-south local collector north of Huntington Drive, and serves to provide access to a private residential home community south of Huntington Drive. Cotter Avenue at Huntington Drive is unsignalized and has unmarked crosswalks on all four legs with stop controls on the north-south direction. Also, there are left turn pockets on Huntington Drive that provide vehicular access to Cotter Avenue and for making U-turns at the intersection. Cotter Avenue has a prima facie speed limit of 25 mph with yellow pavement markers delineating direction of traffic and on-street parking is permitted north of the intersection towards Royal Oaks Drive. There is a bank and a restaurant located north of the intersection of Huntington Drive.

HIGHLAND AVENUE AT HUNTINGTON DRIVE

Highland Avenue is a four lane, undivided north-south minor arterial that intersects Huntington Drive at approximately ¼ of a mile east of City Hall on Huntington Drive. This signalized intersection has protected left turn lanes, a dedicated right turn lane in the east-west directions, permissive left turns in the north-south directions. U-turns are only permitted for the east-westbound approach. Direction of traffic on Highland Avenue is delineated with yellow pavement markers and marked crosswalks are located on all four legs of the intersection. On-street parking is limited on Highland Avenue and there is a posted speed limit of 35 mph throughout. General commercial and healthcare offices occupy the adjacent land use of the intersection.

MOUNT OLIVE DRIVE/I-605/I-210 AT HUNTINGTON DRIVE

Mount Olive Drive is generally a two lane, undivided minor arterial street that intersects Huntington Drive at the I-605 and I-210 interchange. This signalized intersection has protected left turns and a dedicated right turn in the east-west directions and a *split phase* signal configuration in the north-south directions. The *split phase* configuration consists of having the north and south green time consecutively rather than concurrently. U-turns are allowed for east-westbound directions and there are marked crosswalks on all four legs of the intersection in the form of decorative pavers in the roadway. Mount Olive Drive has a posted speed limit of 35 mph and direction of traffic is delineated with yellow pavement markers. On-street parking is generally only permitted on the west side of Mount Olive Drive north of Huntington Drive. A local pharmacy, service station, and small commercial center generally occupy the north side of the intersection and apartment residencies occupy the south. According to Caltrans this traffic signal is operated and maintained by the City of Duarte in accordance with the Maintenance Agreement between City of Duarte and Caltrans. See Caltrans correspondence letter in the appendices.



CRESTFIELD DRIVE AT HUNTINGTON DRIVE

Crestfield Drive at Huntington Drive is a signalized “T” intersection to the south and a signalized driveway on the north. It has east-west protected left turns and marked crosswalks on the west and south legs of the intersection. Crestfield Drive is a two-way north-south local street with a prima facie speed limit of 25 mph south of Huntington Drive, and serves to provide access to an apartment residential complex north of Huntington Drive. On-street parking is generally permitted south of the intersections and traffic is delineated at the intersection with a double yellow stripe. A small convenience market and an adult education building occupy the south side of the intersection.

LAS LOMAS ROAD AT HUNTINGTON DRIVE

Las Lomas Road and Huntington Drive is a signalized intersection located on the west side of the corridor. The intersection has marked crosswalks on all four legs, protected left turns and a dedicated right turn lane for the east-westbound approaches. Las Lomas Road serves as a minor arterial roadway north of the intersection and as a major collector south of the intersection. The Las Lomas Road northbound approach consists of one left-thru shared lane shared lane and one short right turn lane and the southbound approach consists of one left, one through, and one right turn lane. U-turns are restricted for north- and southbound traffic. Huntington Drive is delineated with a raised median on both sides of the intersection and Las Lomas is delineated with pavement markers. A posted speed limit of 35 mph is established on the north leg of the intersection on Las Lomas Road and 25 mph prima facie on the south side. There is an animal hospital and a private company building south Huntington Drive, and a convenience store and residences occupy the north side of Huntington Drive.

ENCANTO PARKWAY AT HUNTINGTON DRIVE

Encanto Parkway at Huntington Drive is a unsignalized T-intersection to the north. It has a posted speed limit of 40 mph. Encanto Parkway serves as a local collector street that provides access to the residential neighborhoods north of the intersection. There are two through lanes with a left turn lane on the eastbound approach to the intersection and two through lanes with a dedicated right turn lane on the westbound approach. A left turn lane and a right turn lane are provided for the southbound approach on Encanto Parkway. A raised median delineates traffic on the west leg of the intersection with a posted speed limit of 40 mph towards the City of Duarte. The east leg of the intersection is delineated with a double yellow stripe and the posted speed limit is 45 mph towards the City of Azusa. Parking is allowed north of the intersection, while prohibited at both east-west approaches. Unmarked pedestrian crosswalks exist for all three legs of the intersection.

DATA ANALYSIS

In addition to observing the intersection characteristics and traffic flow patterns, data was collected relative to vehicle signal timings, flow, speed, volume and collisions to determine how the roadway is functioning in relation to the expected criteria for similar type of roadways. Traffic data values can vary depending on the time of year and day of the week and therefore select days and times were decided that are generally reflective of a typical day to gather data. Data comparisons were used to spot more or less typical trends or patterns of driver behavior that may need further review and investigation. The following sections highlight traffic and collision data that was gathered along Huntington Drive at those intersections of concern and the interpretation of that data collected in relation to what is expected and any significant findings.

3.1 Traffic Data

Peak-period (AM/PM) turning movement counts were conducted for all of the nine intersections. Twenty-four-hour traffic volume counts were conducted at key locations along Huntington Drive where major turning movements at any of the nine intersections impacted the traffic volume on Huntington Drive. Twenty-four-hour traffic volume counts provide a traffic flow profile in fifteen minute increments over the course of an entire day. The data from the automated counting machines was used to determine peak periods of traffic flow and to provide an estimate of the average traffic that typically travels the roadway in a day. Peak period-turning movement counts were collected to determine traffic movements at an intersection and record how many vehicles make left-turns, right-turns, or proceed straight on each approach. In addition to information on vehicle movements, data for pedestrian crossings and bicycle traffic was also conducted. Peak-period turning movement counts were conducted during the busiest 2 hours in the morning (7am – 9am), and busiest 2 hours in the afternoon to evening (4pm – 6pm). The detailed traffic volume counts provided hereon are averaged from counts performed on two separate days of the week (See Appendix A). Turning movement data sheets are provided in Appendix B. A summary of the data gathered and an engineering interpretation of that data is provided below.

Average Daily Traffic (ADT)

- **Huntington Drive**

The following 24-hour traffic volume is based on the two-day average taken in March of 2016

- Mountain Drive to Bradbury Avenue – **28,573 vehicles / day**
- Cotter Avenue to Calle Andres – **25,113 vehicles / day**
- Las Lomas Road to Crestfield – **27,519 vehicles / day**

Based on the traffic volumes and field observations, it was determined that there is a significant travel pattern within the City of Duarte, the Cities of Azusa and Monrovia, and the I-605 and I-210 freeways. Based on the traffic counts, it is clear that Huntington Drive has been serving a very consistent volume of traffic, that of which would be expected to find for a street of its type. According to Table 1, design capacity is based on the daily two-way traffic volumes.

**Table 1: Arterial Design Capacity**

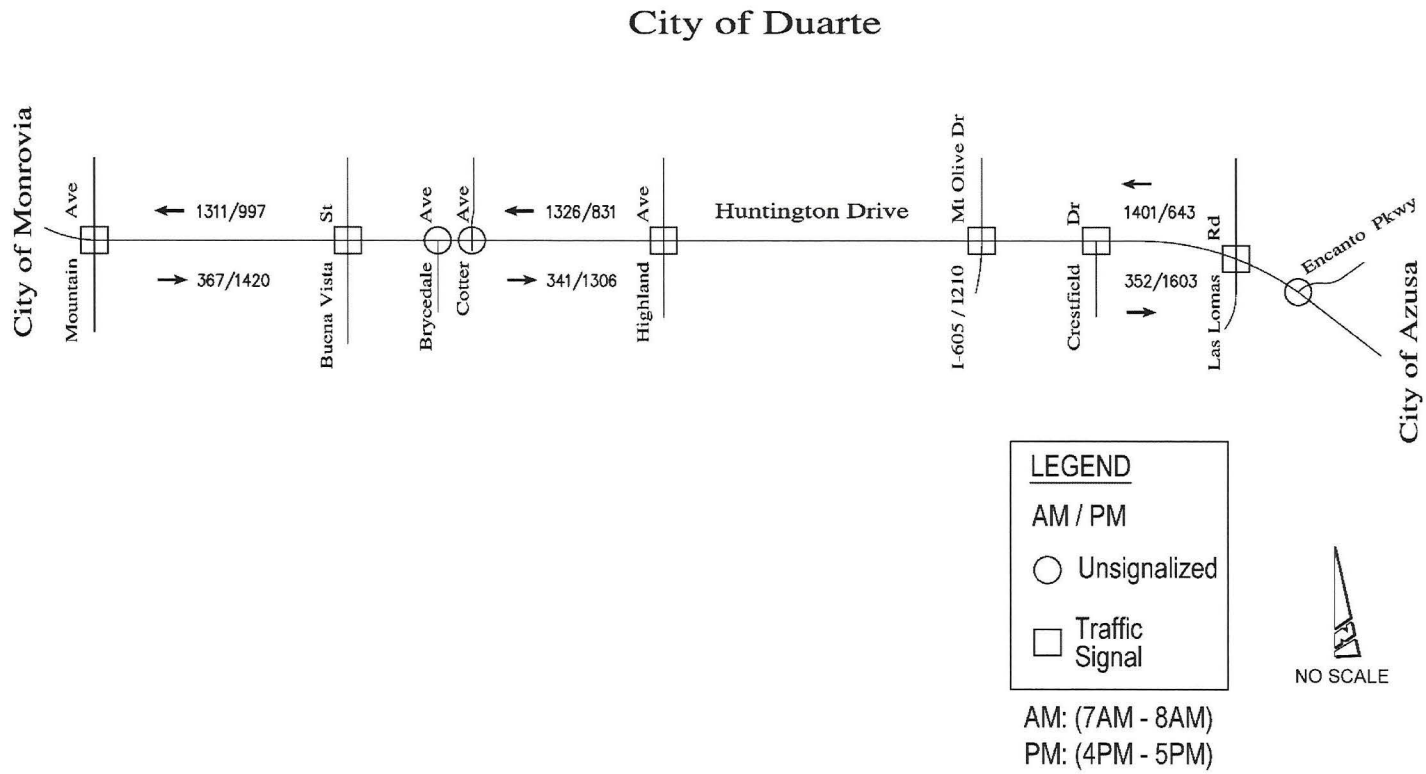
<u>Type of Arterial</u>	<u>Lane Configuration</u>	<u>Levels of Service</u>				
		A	B	C	D	E
Principal	8 lanes divided	45,000	52,500	60,000	67,500	75,000
Major	6 lanes divided	33,900	39,400	45,000	50,600	56,300
Primary	4 lanes divided	22,500	26,300	30,000	33,600	37,500
Secondary	4 lanes divided	15,000	17,500	20,000	22,500	25,000
Commuter	2 lanes divided	7,500	8,800	10,000	11,300	12,500

June 2005, Orange County Highway Design Manual, Table 102.1, Highway Capacity Values

The average daily traffic on Huntington Drive, based on the data collected (between 25,000 – 29,000 vehicles per day), indicates that Huntington Drive is operating at a *Level of Service B*.

Peak-Period Traffic Volumes

Peak-period traffic volumes for Huntington Drive are summarized in Figure 3, *Huntington Drive Peak Hour Traffic Flow*. It is important to note that the traffic volumes were based on a two day average traffic counts performed in March 2016 when traffic volumes are stabilized due to regular school season and work hours during that time of the year. The traffic volumes presented in Figure 3 are a calculated average of volume counts. A directional flow pattern is evident from Figure 3, with the highest levels headed westbound towards the City of Monrovia in the AM peak hours and in the eastbound direction headed towards the City of Azusa in the afternoon and evening PM peak hours. Between the morning hours of 7am to 8am, Approximately 1,300 to 1,400 vehicles are traveling towards the City of Monrovia and 300 to 400 towards the City of Azusa. Between the evening hours of 4pm to 5pm, approximately 600 to 900 vehicles are traveling towards the City of Azusa and 1,300 to 1,600 towards the City of Monrovia. The peak traffic flow hours are generally consistent throughout the entire corridor with the morning peak hour typically being between 7:00am and 8:00am and the afternoon peak hour being between 5:00pm and 6:00pm. Therefore, based on the consistent peak-hour traffic flow volumes traveling in opposite directions during the morning and evening peak-hour it can be assumed that some portion of that traffic along Huntington Drive is regular every-day commuter traffic neither originating nor destined to the local area. It is our opinion, that this traffic is using Huntington Drive as a regular route to by-pass traffic congestion on the I-605 and/or I-210 freeway corridors.



**Figure 3: Huntington Drive
Peak Hour Traffic Flow**



Turning Movement Counts

Turning movement counts were taken during the AM (7am. – 9am.) & PM (4pm. – 6pm.) peak hours at the following intersections of Huntington Drive:

- Mountain Avenue
- Buena Vista Street
- Brycedale Avenue
- Cotter Avenue
- Highland Avenue
- Mount Olive Drive/I-605/I-210
- Crestfield Drive
- Las Lomas Road
- Encanto Parkway

The summary of the traffic counts is found on Figures 4 – 12. Turning movement counts were recorded at the specific AM and PM peak-hours that are indicated on each of the following figures. The peak-hours for most of the intersections are similar. It is interesting to note that at the intersections of Huntington Drive at Mount Olive Drive and at Crestfield Drive the evening peak-hour begins at 4:15 pm, forty-five minutes earlier than the rest of the intersections which begins at 5:00 pm. Based on the counts, depicted on Figure 3, the number of vehicles heading eastbound in the PM peak hour significantly increases from 1,300 vehicles/hr to 1,600 vehicles/hr east of Mount Olive Drive. This noticeable increase is caused by the excessive number of northbound vehicles exiting the I-605 and I-210 freeways making northbound right turns onto Huntington Drive to continue eastbound towards the City of Azusa, further suggesting that a majority of that traffic did not originate from the City's local commuter traffic but was rather "pass-thru" traffic. It should also be noted that there is heavy northbound left turns in the AM peak hours as well. It is our professional opinion that both the heavy northbound AM left turn and northbound PM right turn is due to the existing Caltrans signal metering system located at the northwest and northeast bound slip ramps to the I-210 freeway. During peak hours the northbound I-605 interchange ramps to east/westbound I-210 hold traffic to such an extent that drivers are choosing to exit onto Huntington Drive to bypass traffic held by the metering system. As a result, Huntington Drive is saturated from I-210 traffic traveling east-westbound. Typical traffic on a weekday during AM and PM peak periods is shown on Figures 13-14.

Furthermore, at the intersection of Huntington Drive and Las Lomas Avenue it was determined that the heavy southbound left turns and northbound right turns during the PM peak period is due to traffic bypassing Huntington Drive and ultimately the I-210 freeway. Southbound traffic comes from Royal Oaks Drive north of the intersection and northbound traffic comes from Central Avenue south of the intersection.

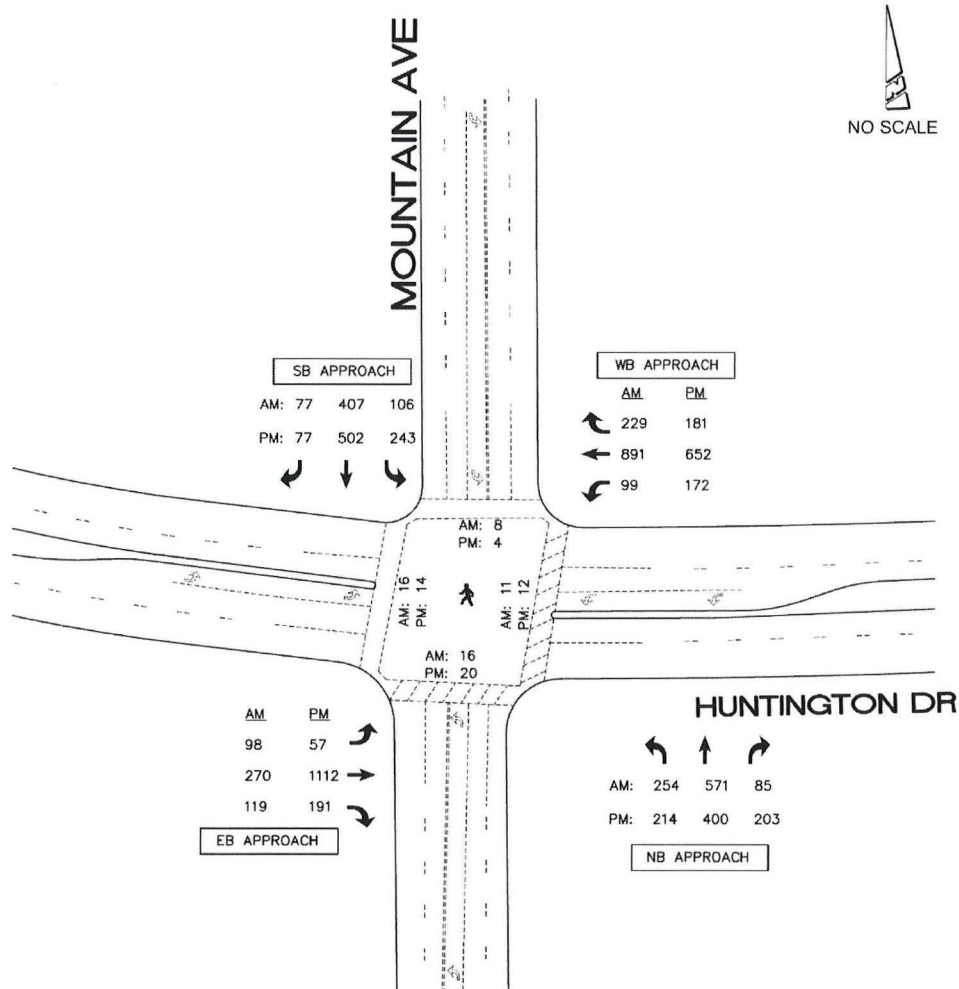


Figure 4: Mountain Avenue at Huntington Drive

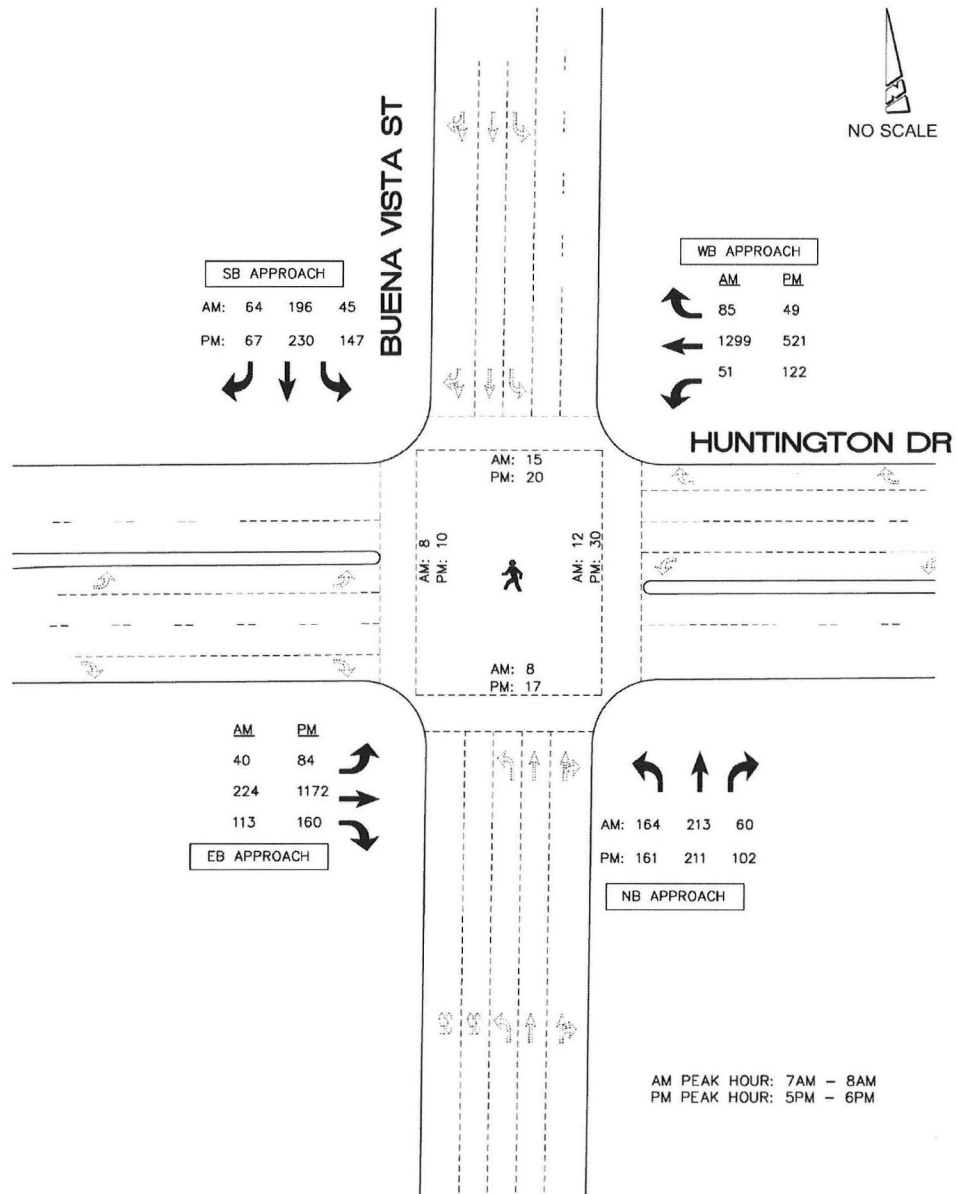


Figure 5: Buena Vista Street at Huntington Drive

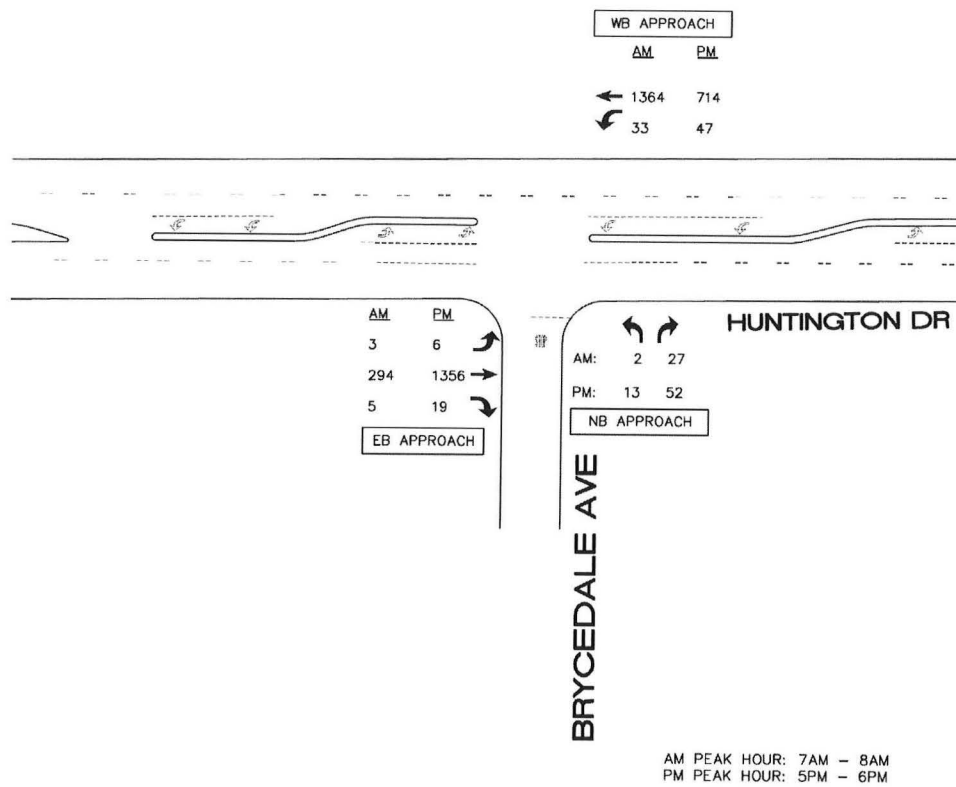
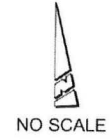


Figure 6: Brycedale Avenue at Huntington Drive

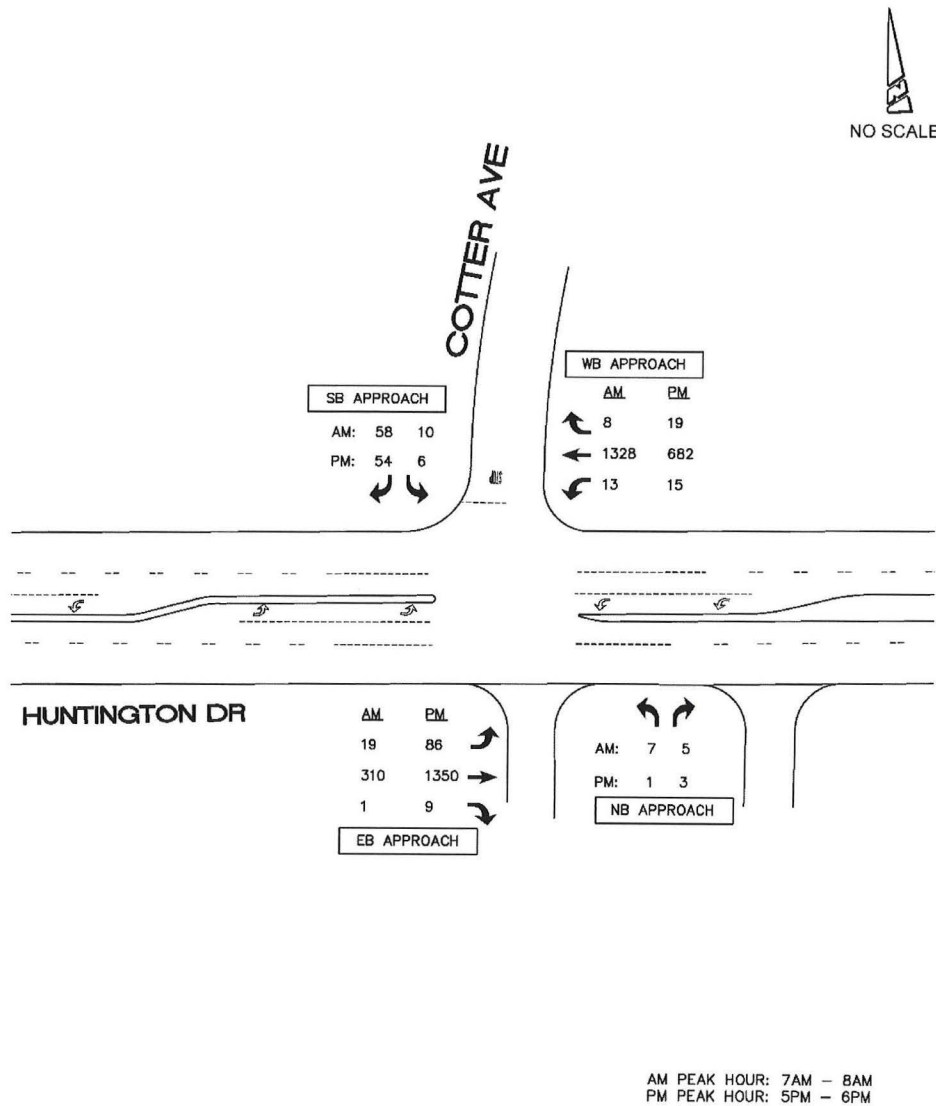


Figure 7: Cotter Avenue at Huntington Drive

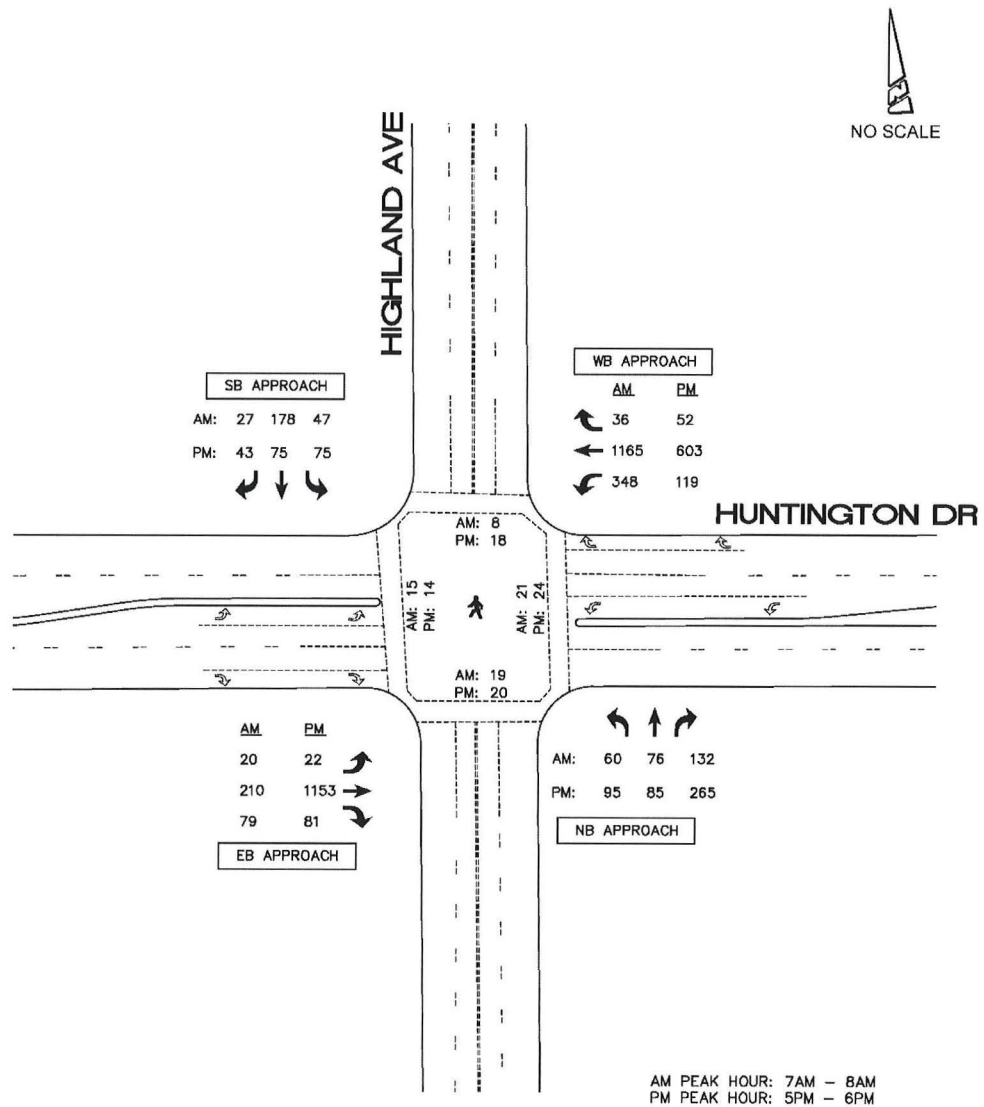


Figure 8: Highland Avenue at Huntington Drive

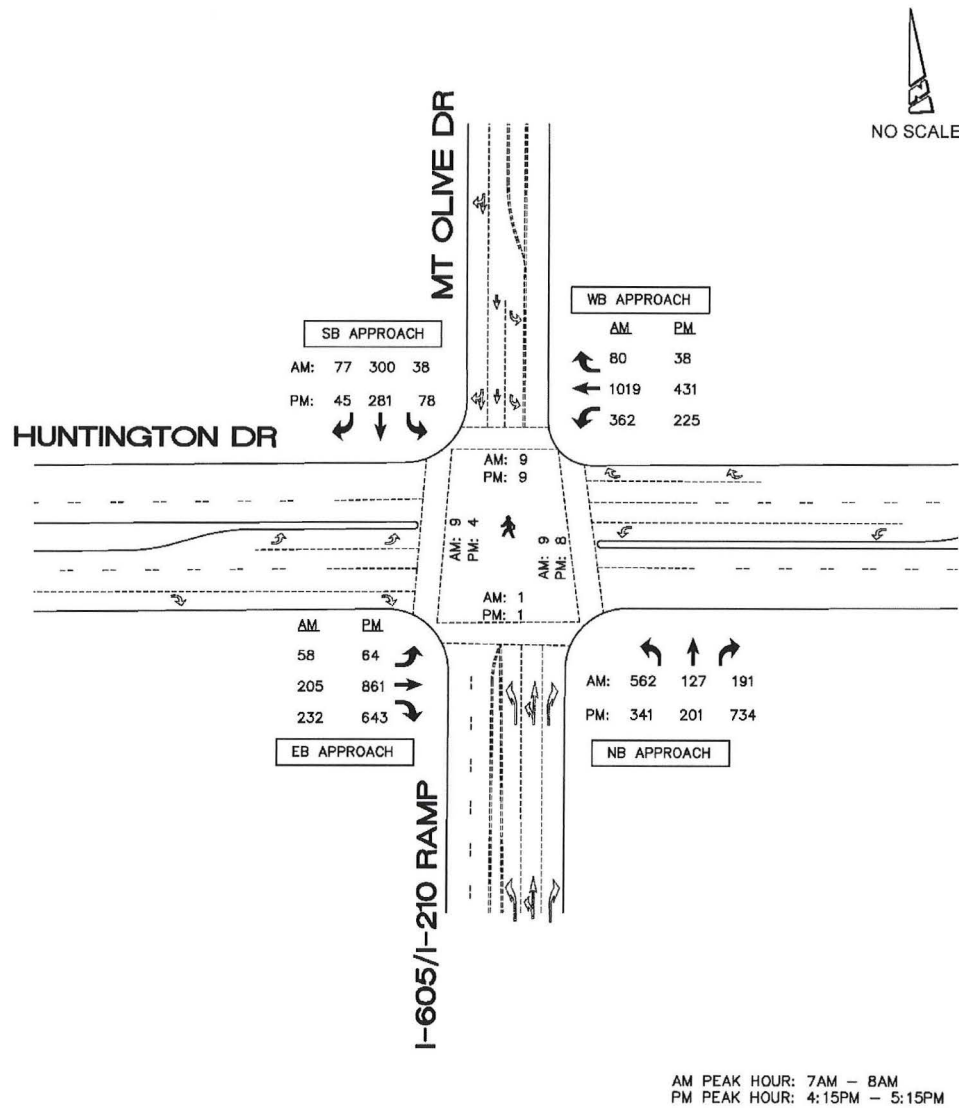


Figure 9: Mount Olive Drive/I-605/I210 at Huntington Drive

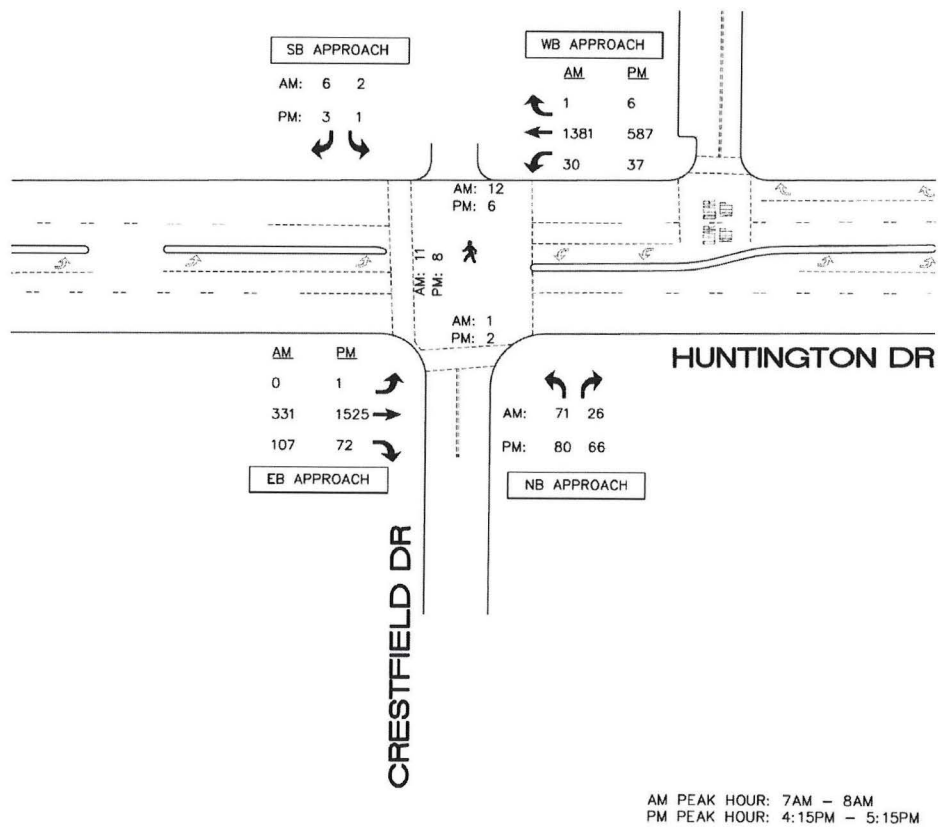
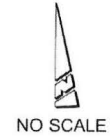


Figure 10: Crestfield Drive at Huntington Drive

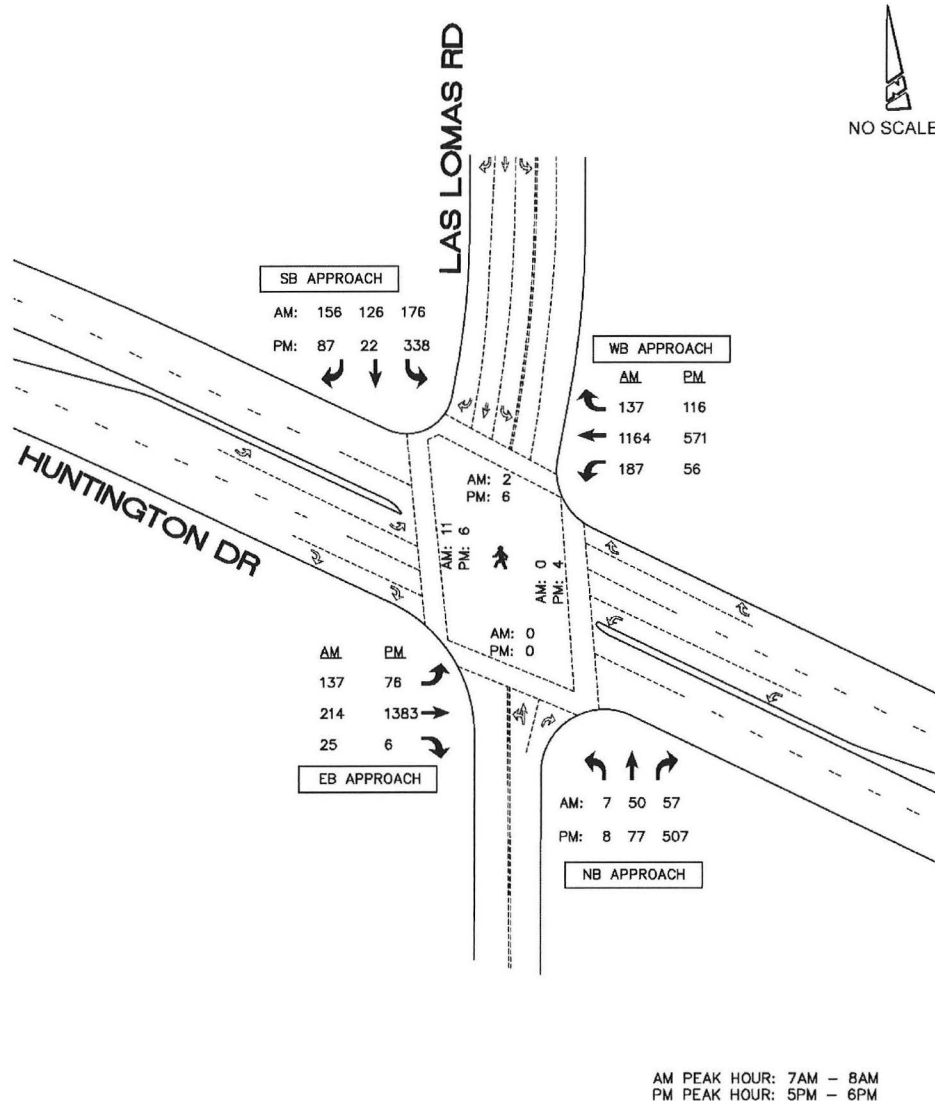


Figure 11: Las Lomas Road at Huntington Drive

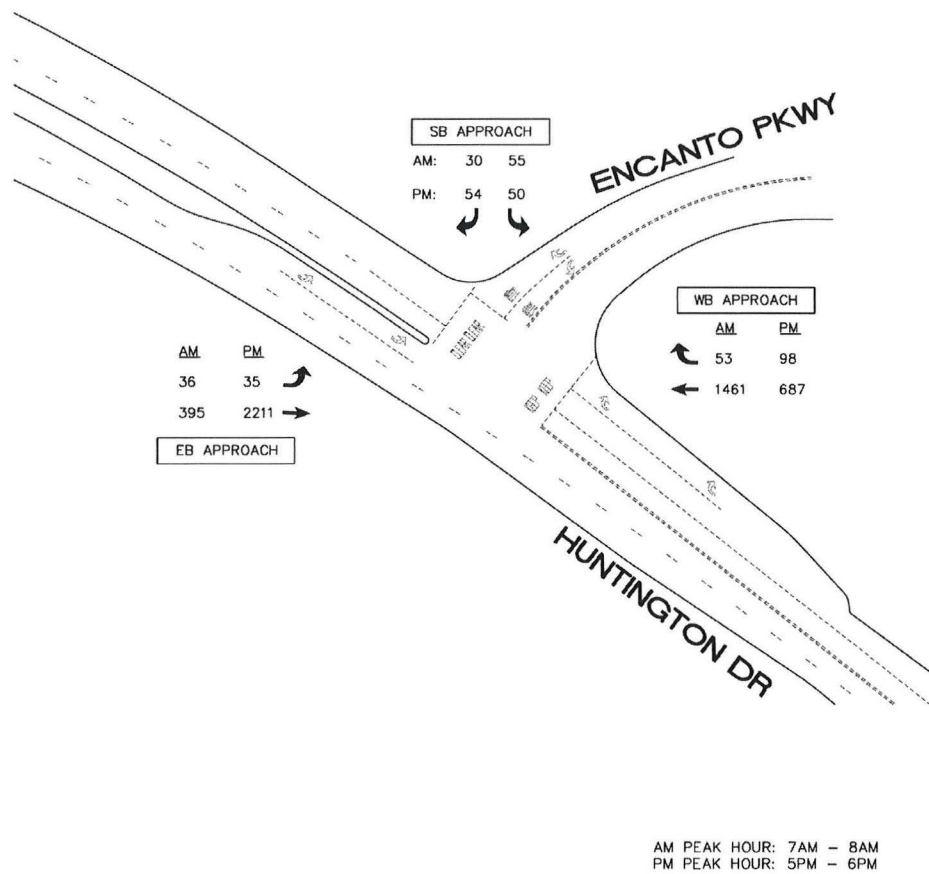
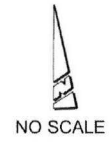


Figure 12: Encanto Parkway at Huntington Drive

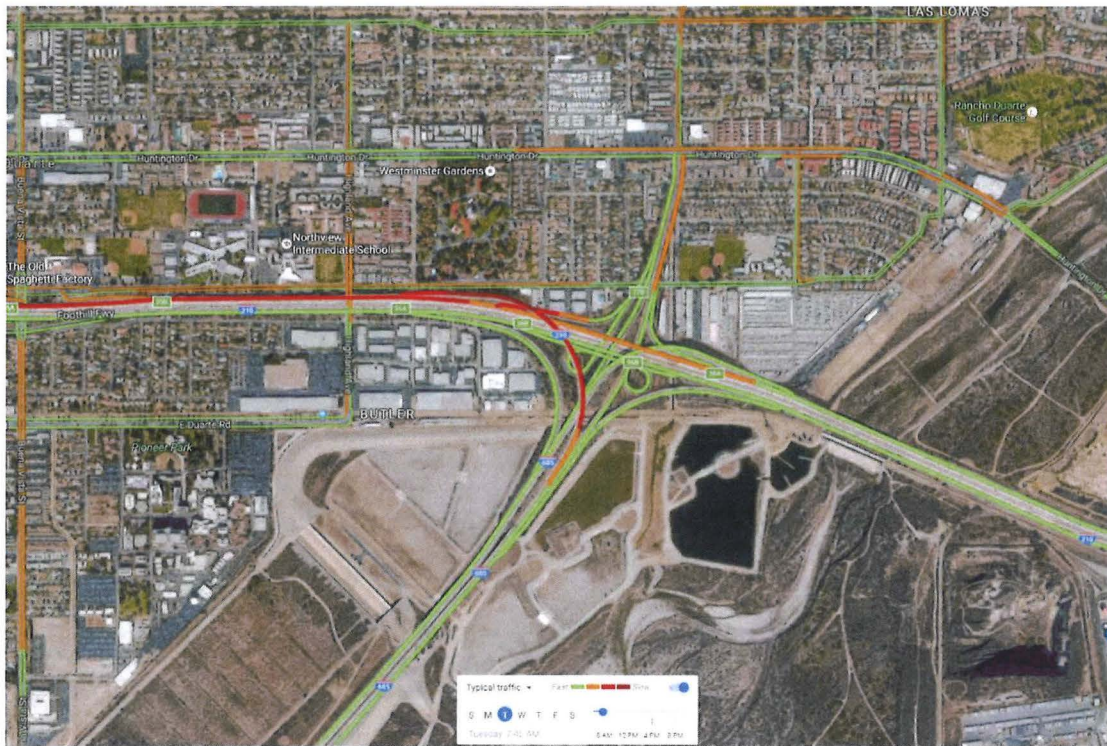


Figure 13: Typical Traffic During AM Peak Period I-605, I-210 & Mount Olive Drive

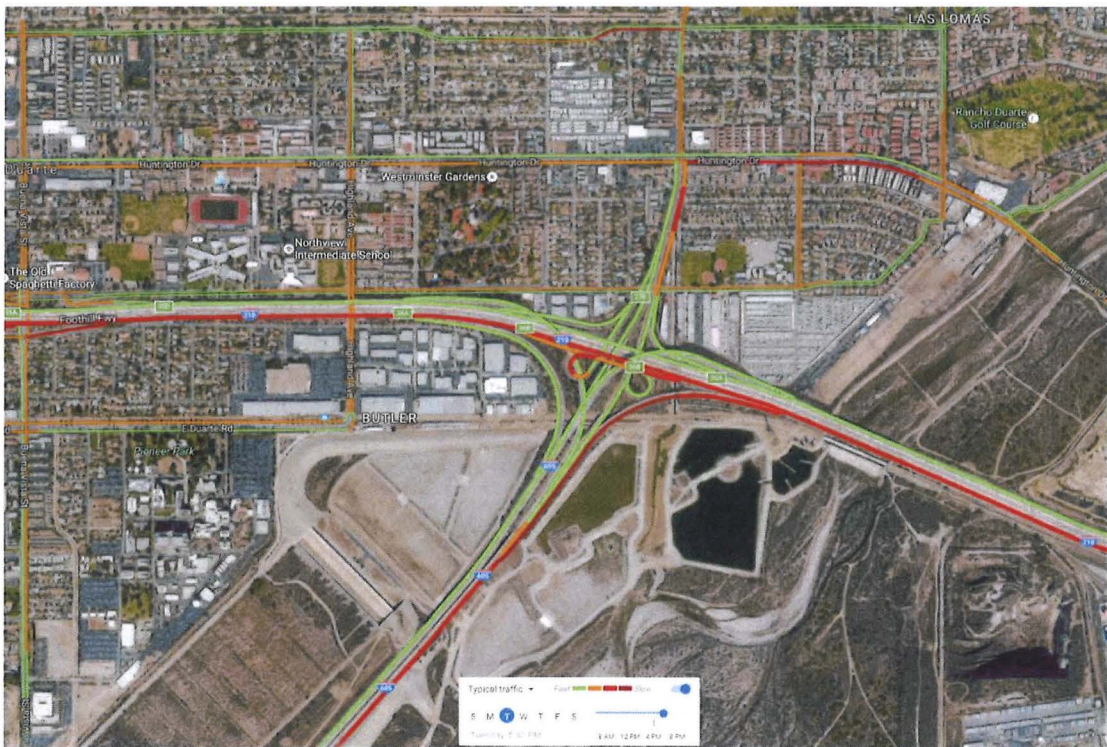
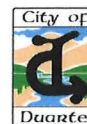


Figure 14: Typical Traffic During PM Peak Period I-605, I-210 & Mount Olive Drive



3.2 Intersection Traffic Collisions

Intersections are planned points of conflict in any roadway system. This includes state highways, county roads and local streets. People – some in motor vehicles, others walking or biking – cross paths as they travel through or turn from one route to another. Where different paths separate, cross or join are known as conflict points, and these are always present at intersections. Therefore, it is not surprising that a major part of addressing road safety challenges involves intersections. In the United States, over the last several years an average of one-quarter of traffic fatalities and roughly half of all traffic injuries are attributed to intersections. Intersections can also become very congested when traffic volumes are high, creating inefficiency that results in user delay and frustration. They are a focal point for both safety and operations.

Strategies to address intersection safety are diverse. Many strategies are engineering based, including geometric design and application of traffic control devices (such as signs, markings and signals). Most of the intersection safety work focusses on engineering – all share a common foundation in human factors. Quite often, it is a combination of these strategies that is needed to truly solve a problem.

The safety performance of an intersection is generally gauged by first identifying the type of collision, severity, and total collisions. The State of California monitors collisions throughout the State through the *Statewide Integrated Traffic Records System (SWITRS)* which is essentially a database of all reported collisions in the State. This data can be used to make statistical comparisons of collision rates for various types of intersections. It is generally understood that many minor collisions or property damage only collisions go unreported and are not a part of the SWITRS database; however, the data does provide us with excellent comparative information albeit not necessarily a complete picture. The statewide statistics are commonly used to measure the safety performance of various intersections to recommend safety traffic control mitigations.

SWITRS intersection reported traffic collision information for the past four years (1-1-2012 thru 12-31-2015) was reviewed for each of the nine intersections along Huntington Drive. Table 2 and 3 summarize the reviewed copies of SWITRS collision reports by type and year that they occurred. A copy of the SWITRS reports are attached in Appendix D.

Based on our review, the majority of collisions at all the intersections were rear-end. This type of collision is generally expected at signalized intersections. Although “rear-end” collisions generally increase at signalized intersections the more severe “broadside” collisions are minimized by signalization. In reviewing the reported collisions, there was not found any type of consistency in the type of reported collisions occurring. For example, the reported rear end collisions were not found to be consistent with a certain movement at the intersection. The unsignalized intersections have a stop control with supplementary pavement markings and although sight visibility for motorists of both the stop sign and the conflicting traffic movement might seem to be a concern, based on our field review there is adequate sight visibility for motorists. According to the collision reports, none of the reported collisions at the intersection was related to a motorist that violated a stop sign suggesting that motorists are well aware and respect the existing stop controls. Based on data collected, it is our opinion that there is not significant collision safety issues. However, for each intersection we recommend several safety enhancements listed under the Conclusions and Recommendations section.

Type & Direction of Reported Intersection Collisions 4 years (1-1-2012 thru 12-31-2015)								
Huntington Drive								
@ Mountain Avenue								
Year	RE	SS	BS	RA	Bicycle	Hit Object	Ped	
'12	3							
'13	1							
'14	2							
'15	3							
TOTAL:	9	0	0	0	0	0	0	
@ Buena Vista Street								
Year	RE	SS	BS	RA	Bicycle	Hit Object	Ped	Head-On
'12	3	5	1	2				1 (DUI)
'13		3		3			1 (mid-block)	
'14	4			4			3	
'15		3		4	1	1		
TOTAL:	7	11	1	13	1	1	3	0
@ Brycedale Avenue								
Year	RE	SS	BS	RA	Bicycle	Hit Object	Ped	U-turn
'12				1	2	1		
'13								
'14	4	2						
'15	1							1
TOTAL:	5	2	0	1	2	1	0	1
@ Cotter Avenue								
Year	RE	SS	BS	RA	Bicycle	Hit Object	Ped	
'12	2		2					
'13								
'14	1					2		
'15	1	1						
TOTAL:	4	1	2	0	0	2	0	
@ Highland Avenue								
Year	RE	SS	BS	RA	Bicycle	Hit Object	Ped	
'12	3		1					
'13							1 (mid-block)	
'14	2	1						
'15	1	2						
TOTAL:	6	3	1	0	0	0	0	
@ Mount Olive Drive								
Year	RE	SS	BS	RA	Bicycle	Hit Object	Ped	
'12	1	1						
'13	1							
'14	3	1	1					
'15								
TOTAL:	5	2	1	0	0	0	0	

RE: Rear end

SS: Sideswipe

BS: Broadside

RA: Right Angle

Table 2: Intersection Collision Summary

Type & Direction of Reported Intersection Collisions 4 years (1-1-2012 thru 12-31-2015)									
Huntington Drive									
@ Crestfield Drive									
Year	RE	SS	BS	RA	Bicycle	Hit Object	Ped	U-turn	
'12	2		1				1 (mid-block)		
'13	2								
'14	4								
'15	2							1	
TOTAL:	10	0	1	0	0	0	0	1	
@ Las Lomas Road									
Year	RE	SS	BS	RA	Bicycle	Hit Object	Ped	Head-On	
'12	1								
'13	2								
'14			1				2	1	
'15	5	2							
TOTAL:	8	2	1	0	0	0	2	1	
@ Encanto Parkway									
Year	RE	SS	BS	RA	Bicycle	Hit Object	Ped		
'12									
'13			2			1	1		
'14	1		3						
'15									
TOTAL:	1	0	5	0	0	1	1		

RE: Rear end

SS: Sideswipe

BS: Broadside

RA: Right Angle

Table 2: Intersection Collision Summary cont.

3.3 Level of Service Analysis

Level of service analysis was completed using the WEBSTER program. WEBSTER is an interactive simulation and analysis program that provides for signal timing development, capacity analysis, queuing analysis, Level of Service (LOS) determination and numerous "What If" scenarios for individual intersections. The typical parameters to consider when using WEBSTER are the peak hour turning movement counts, phasing sequence, number of lanes, and saturation flow rates (which is the number of vehicles per hour that could cross the limit line if the signal remained green all of the time (typically 1800 veh./hr/lane). The LOS of an intersection is based on the Highway Capacity Manual (HCM) methodology which ranks the intersection from A to F, LOS A having minimal delay (0 to 10 seconds) and LOS F having extreme delay (over 80 seconds), see *Table 4: Intersection Level of Service by Delay*. As part of the WEBSTER analysis, the LOS for the existing signalized intersections with the current signal timing, signal phases, and lane configurations was attained. Furthermore, it was determined from the analysis that the addition of lanes, overlapping right-turns, and/or reconsidering the minimum pedestrian phase walk times has the potential to improve the LOS.

Table 3: Intersection Level of Service by Delay

Average Delay Per Vehicle (seconds)	LOS	Description
0 - 10	A	Free Flow
10.1 – 20	B	Stable flow (slight delay)
20.1 – 35	C	Stable flow (acceptable delay)
35.1 – 55	D	Approach unstable flow (tolerable delay)
55.1 – 80	E	Unstable flow
80.1	F	Forced flow

Table 5 shows the existing calculated LOS for both signalized and unsignalized intersections.

**Table 4: Existing Delay Level of Service
at Selected Signalized Intersections**

No.	Intersection	AM Peak Hour		PM Peak Hour	
		Delay	LOS	Delay	LOS
1	Huntington Drive @ Mountain Avenue	47	D	65	E
2	Huntington Drive @ Buena Vista Street	46	D	49	D
3	Huntington Drive @ Highland Avenue	49	D	39	D
4	Huntington Drive @ Mount Olive Drive	130	F	152	F
5	Huntington Drive @ Crestfield Drive	25	C	26	C
6	Huntington Drive @ Las Lomas Road	44	D	152	F

1. Level of Service (LOS) is based on "Whole Intersection" per Webster software. Intersections operating at LOS E or F are shown in **BOLD**.
2. Average delay is expressed in seconds. Average vehicle delays and LOS calculations are based on the 2000 Highway Capacity Manual.

Considering the existing traffic volumes, pedestrian activity, anticipated queue, the existing Split Phase signal operation for the northbound and southbound movements at the Huntington Drive and Mount Olive Drive, the minimal pedestrian crossing times, yellow clearance times, coordination timing, and based on AM and PM peak hour volume counts conducted, our signal timing evaluation concluded that the signalized intersections on Huntington Drive should re-evaluate the intersection signal timing and implement various intersection improvements to improve capacity.

Table 6 shows the calculated LOS that can be achieved if various intersection improvements are made at each intersection. These improvements are discussed in the Conclusion and Recommendations section.

**Table 5: Delay Level of Service
at Selected Signalized Intersections with Improvements**

No.	Intersection	AM Peak Hour			PM Peak Hour		
		Delay	LOS	% Improved	Delay	LOS	% Improved
1	Huntington Drive @ Mountain Avenue	36	D	23.40 %	41	D	36.92%
2	Huntington Drive @ Buena Vista Street	32	C	30.43 %	35	C	28.57 %
3	Huntington Drive @ Highland Avenue	39	D	20.41 %	28	C	17.65 %
4	Huntington Drive @ Mount Olive Drive	44	D	66.15 %	36	D	76.32
*5	Huntington Drive @ Crestfield Drive	25	C	-	26	C	-
6	Huntington Drive @ Las Lomas Road	36	D	18.18 %	38	D	75.00 %

1. Level of Service (LOS) is based on "Whole Intersection" per Webster software. Intersections that improved from LOS E or F are shown in **BOLD**.

3. Average delay is expressed in seconds. Average vehicle delays and LOS calculations are based on the 2000 Highway Capacity Manual.

Webster LOS analysis worksheets are included in Appendices.

*LOS without the required minimum pedestrian walk times.



CONCLUSIONS AND RECOMMENDATIONS

Based on field observations and a review of traffic data, collision history, and level of service (LOS) analysis, the following is a list of recommended traffic improvement strategies to improve capacity and safety along Huntington Drive corridor, more specifically at six of the nine intersections that were studied.

General Recommendations:

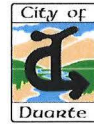
Equipment Upgrades: From observations made during field visits to each signalized intersection, we noted that certain equipment was obsolete and should be upgraded to improve safety by reducing the probability of equipment failure or malfunction and enhancing driver, bicyclist, and pedestrian awareness.

- Install battery backup units at all signalized intersections.
- Replace all 8-inch signal heads with 12-inch signal heads as part of a safety improvement based on FHWA Signalized Intersections: Informational Guide Report Dated August 2004 (see Appendix F, 11.1.3 *Increase size of Signal Heads*).
- Replace all pedestrian push buttons be replaced with Polara Bulldog BDL3-G or approved equal with audible guidance for safer pedestrian crosswalks.
- Replace all existing pedestrian signal indications be replaced with pedestrian countdown signals as required in the 2014 CA Manual of Uniform Traffic Control Devices, section 4E.07.
- Continental markings are recommended to be installed at all marked pedestrian crosswalks.

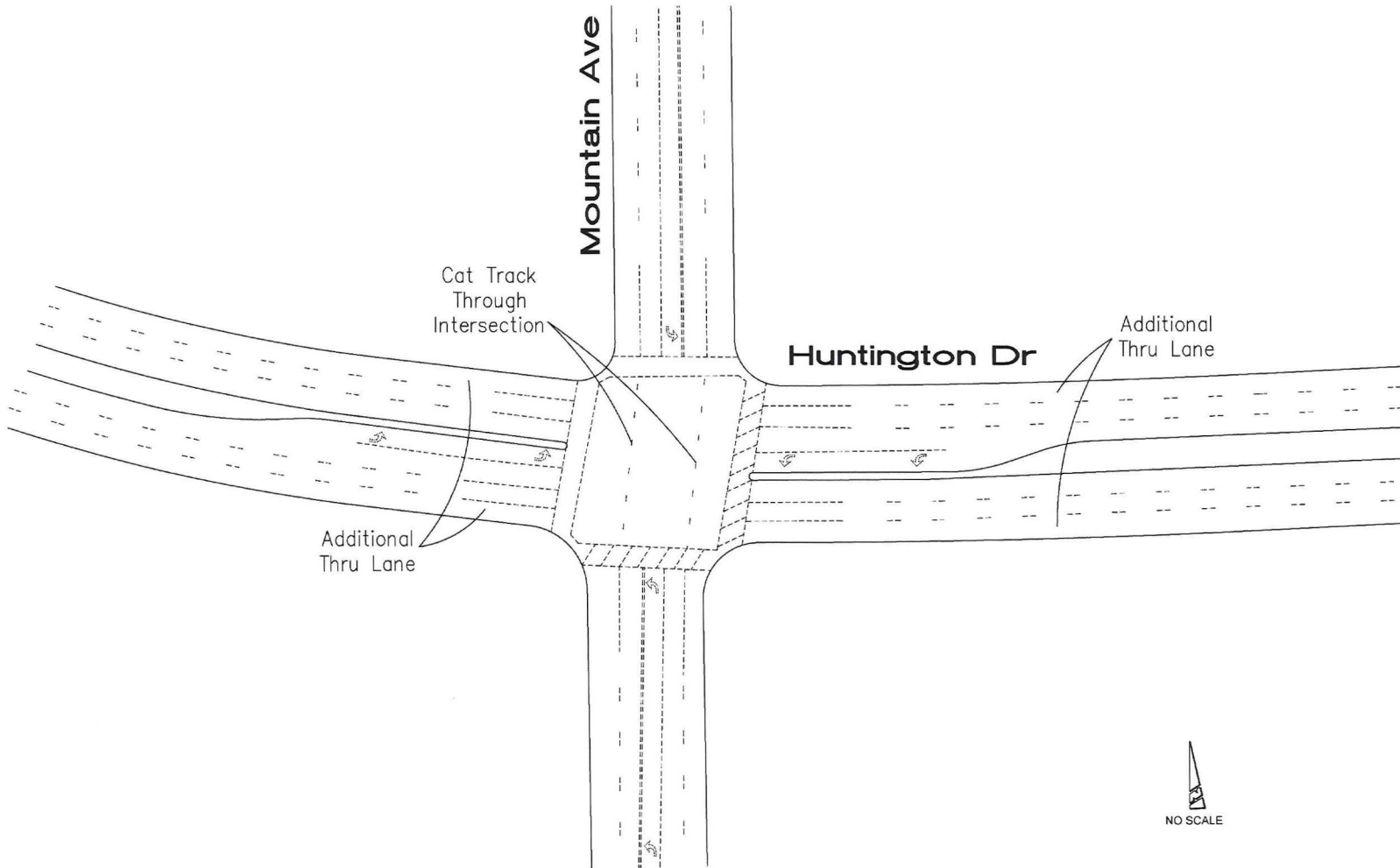
Signal Timings

- Review all pedestrian, bicycle, and vehicle clearance timings for compliance with 2014 CA MUTCD.
- Review the signal coordination timing on Huntington Drive from Mountain Avenue to Las Lomas Road; a maintenance check be conducted to verify proper operation.

Improvements and recommendations for each intersection are shown on the following pages.

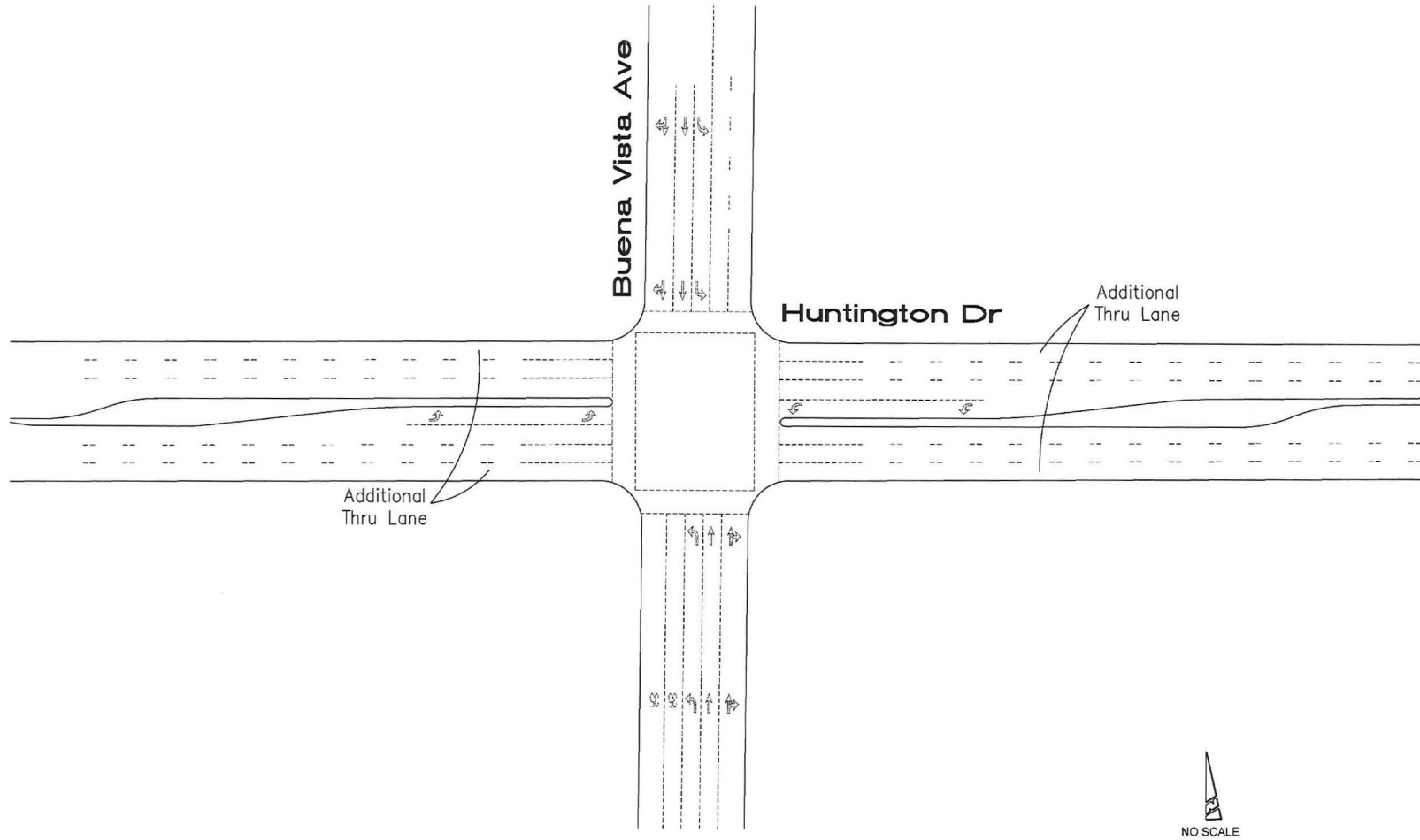
**Huntington Drive and Mountain Avenue:**

- ***Add Eastbound and Westbound Thru Lanes:*** Observations made during morning and evening peak-periods along with traffic data collected strongly supports that Mountain Avenue at Huntington Drive is critically congested at certain times throughout the day. According to the turning movement counts collected and the capacity analysis performed it is recommended that a third eastbound lane and a third westbound lane be installed. On-street parking restrictions will need to be implemented for about 300 feet on the approach and leaving side of the intersection in order to accomplish this recommendation.
- ***Implement Protected-Permissive Flashing Yellow Left-Turn Arrow for Northbound and Southbound Mountain Avenue at Huntington Drive:*** Currently the northbound and southbound left turn movements are protected with the traditional three-arrow, red, yellow and green indications, meaning that left turn movements are restricted to the green time provided for that movement. To improve capacity, it is recommended that *Flashing Yellow Arrow* indication signals be installed for the northbound and southbound approach to the intersection. While observing the intersection during peak-periods it was noted that at various instances there is sufficient gap-time for vehicles to safely make left turns. *Flashing Yellow Arrow* will allow for more opportunities for vehicles to make that left turn after yielding to oncoming traffic.
- ***Line Extension Through Intersection (Cat Track):*** A simple and efficient recommendation that was identified during our field investigation is to provide a skip-dash lane line extension through the intersection for northbound and southbound through traffic. After taking field measurements of the northbound and southbound approach through and receiving lanes it was determined that vehicles are currently transitioning almost ten feet through the intersection without any roadway awareness indications. Cat tracking through the intersections will reduce the risk of sideswipe traffic collisions at the intersection.
- ***City of Monrovia:*** It should be noted that the City of Monrovia controls three corners of the intersection and that the City of Duarte controls the southeast corner. Therefore, the recommended changes need to be discussed with the City of Monrovia.



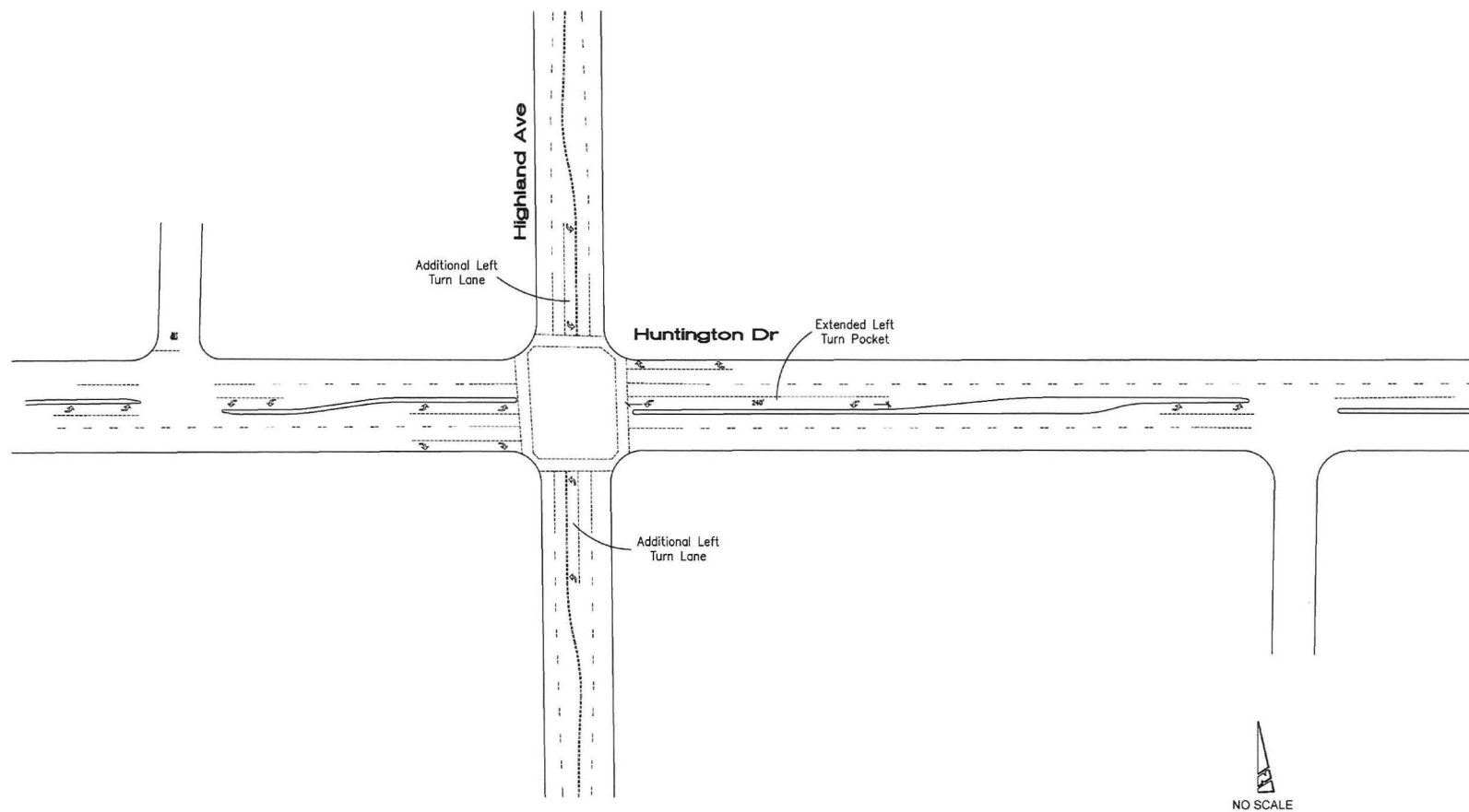
**Huntington Drive and Buena Vista Street:**

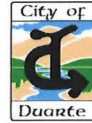
- ***Add Eastbound and Westbound Thru Lanes:*** Observations made during morning and evening peak-periods along with traffic data collected strongly supports that Mountain Avenue at Buena Vista Street is critically congested during the AM and PM peak hours of the day. According to the turning movement counts collected and the capacity analysis performed it is recommended that a third eastbound and westbound lane be installed. On-street parking will need to be removed or restricted for about 300 feet on the approach and leaving side of the intersection during the AM/PM peak hours to satisfy this recommendation.
- ***Implement Flashing Yellow Protected/Permissive Left-Turn Arrow for North-Southbound Left Turn Movements at the Intersection of Huntington Drive at Buena Vista Street:*** In its current state, all left turn movements at the intersections are protected with the traditional three-arrow, red, yellow and green indications, again meaning that left turn movements are restricted to the green time provided for that movement. At this intersection, it was also noted that enough gap-times were available for vehicles making north/south left turn movements to safely clear the intersection. In an effort to improve capacity, it is recommended that *Flashing Yellow Arrow* indication signals be installed for the north/south approaches to the intersection. Effectively, *Flashing Yellow Arrow* will allow for more opportunities for vehicles to make a left turn after yielding to oncoming traffic.



**Huntington Drive and Highland Avenue:**

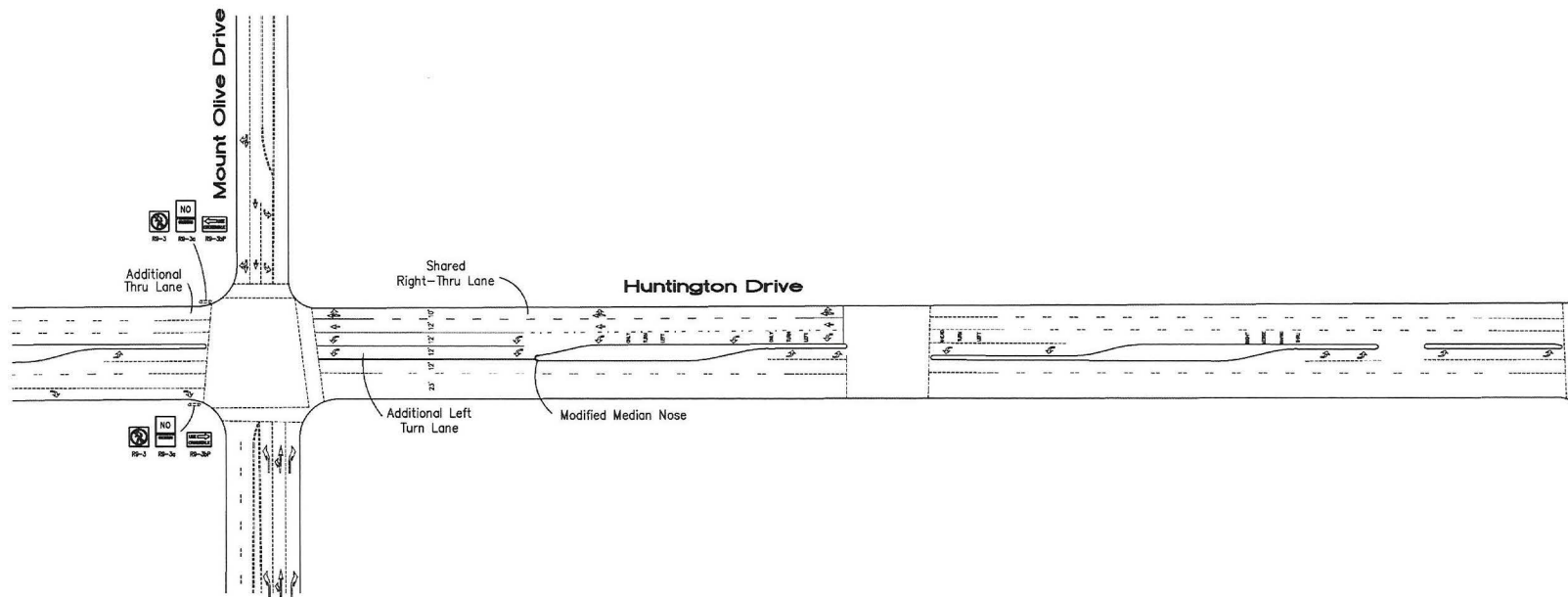
- ***Add Northbound and Southbound Left Turn Pockets at the Intersection of Highland Ave at Huntington Drive:*** Presently, there are no north/south left turn pockets at Highland Avenue. After taking lane measurements of the north and south legs of this intersection it was found that sufficient roadway width does exist to reconfigure the existing striping to provide left turn pockets if parking is removed near the intersection. Based on analysis of traffic data gathered, it is therefore recommended that left turn pockets be installed for both northbound and southbound approach to facilitate traffic movement and increase sight distance in the north/south direction on Highland Avenue. This enhancement will result in improvement of safety by reducing the chance of rear end collisions and more capacity by requiring less green time for the north/south direction to clear traffic.
- ***Extend Westbound Left Turn Pocket for Additional Storage:*** Based on queue analysis and observations made during peak periods, there is not adequate storage in the existing westbound left turn pocket. During peak periods vehicles making left turns backup onto the westbound thru lane conflicting with westbound travel and risking the possibility of rear end collisions. It is therefore recommended that the existing 140-ft storage be increased by an additional 100-ft. This enhancement will improve safety by reducing the chance of rear end collisions and capacity by relieving westbound thru movements from the obstructing left turn traffic.

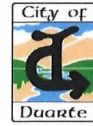




Huntington Drive and Mt Olive Drive:

- **Add Eastbound and Northbound Right Turn Overlap Signal to be Activated Concurrently with Northbound Split Phase and Westbound Left Turn Signal Respectively:** After multiple field reviews of this location and careful study of the traffic data collected, it was determined that because of the heavy volume of vehicles flowing through this intersection, specific recommendations should be considered in an attempt to improve its capacity. Therefore, it is recommended to signalize the existing eastbound right turn lane with a right turn arrow, to operate concurrently with the northbound split phase. Likewise, it is also recommended to signalize the existing northbound right turn lane with a right turn arrow, to operate concurrently with the westbound left turn phase. These *right turn overlaps* will improve the capacity of the right turn lane effectively reducing traffic and delay on Huntington Drive.
- **Add Westbound Dual Left Turn Lanes:** This configuration provides additional capacity for the left and thru movements. According to the traffic analysis performed and from our field observations it was noticed that during peak hours the average number of vehicles per cycle using the existing single left turn lane can be up to 22 vehicles. The amount of storage needed to hold 22 vehicles exceeds the length of the left turn pocket this causes backup onto the westbound thru lane impacting the delay for traffic traveling westbound. In an attempt to address this concern by providing an additional left turn lane implies that an additional third lane be striped for eastbound travel and the existing westbound dedicated right turn lane be converted to a thru lane that that shares the right turn movement. It will be necessary to transition those vehicles traveling westbound at a distance before the intersection with appropriate pavement and traffic control signage to safely achieve the intended operation.
- **Remove Crosswalk on the West Leg of the Intersection and Increase Split Times for All Westbound Movements:** Removing the crosswalk on the west leg of the intersection to increase split times for other critical movements provides relief to the intersection. According to our analysis, allocating the additional time from the southbound split phase to the critical westbound movements would improve the existing level of service by clearing the westbound thru and left turn movements. It is recommended that a "No Ped Crossing" Barricade, with the appropriate R9-3, R9-3a, & R9-3bP traffic controls, be installed with signs facing north & south on both the northwest and southwest corners.

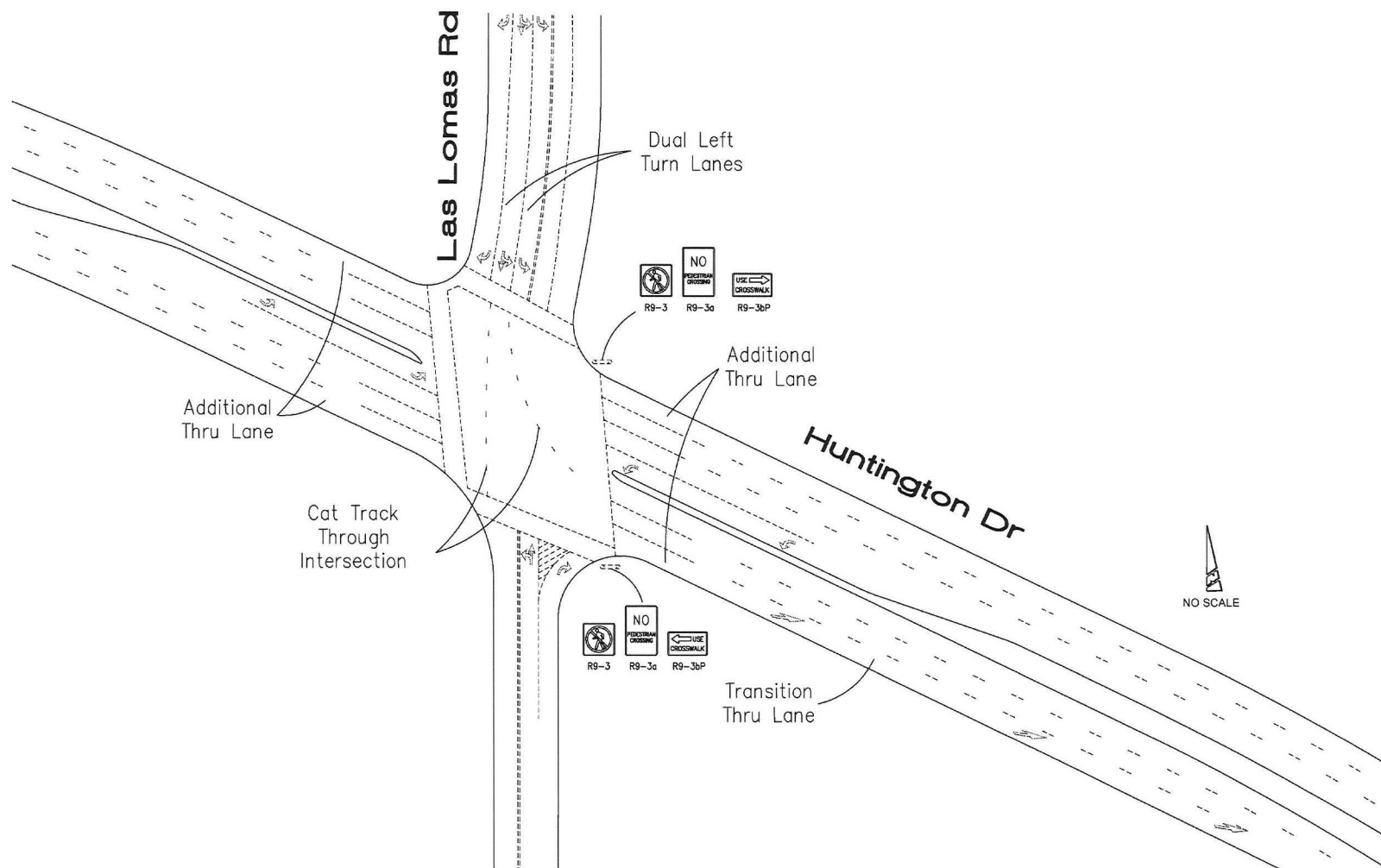


**Huntington Drive at Las Lomas Road:**

- ***Add Northbound Right Turn Overlap Signal to be Activated Concurrently with Westbound Left Turn Signal:*** The traffic signal configuration for north/south turning movements are permissive on Las Lomas Road at Huntington Drive. After various site visits and from the traffic data collected, it was determined that during the evening peak-periods the northbound right turn lane is critical. Approximately eighty-five percent of vehicles on this approach are making a right turn onto Huntington Drive. Considering that there is sufficient roadway width to reconfigure the existing striping, it is recommended that a dedicated right turn lane of a minimum 100-feet be added to the northbound approach. This enhancement will improve the safety and capacity of the intersection by lowering the risk of rear end collisions and reducing northbound queues. On-street parking will need to be removed for about 210 feet south of the crosswalk limit line on the northbound approach to satisfy this recommendation.
- ***Implement North/South Split Phase Signal Operation, Provide Dual Left Turn Lanes Southbound:*** Currently the during peak hours at this intersection the southbound left turn movements and the northbound right turn movements are critical. To address this concern, after performing a LOS analysis it was determined that a split phase configuration would improve the capacity of the intersection. This configuration would allow for a southbound dual left turn operation essentially providing more capacity.
- ***Remove East Crosswalk, Ped Share West Crosswalk, Add Green Ball with Yield to Pedestrian Sign for Northbound Movement:*** Removing the crosswalk on the east leg of the intersection to increase split times for other critical movements provides relief to the intersection. Furthermore, to comply with the southbound minimal walk time, it is recommended that the pedestrian be allowed to cross during the north and south split phase times; this operation is also known as "Ped Share". To achieve the intended operation a green ball with "Yield to Pedestrian" signs should be established for the northbound movement. According to our analysis, allocating the additional time from the southbound split phase to the critical movements would improve the existing level of service. It is recommended that a "No Ped Crossing" Barricade, with the appropriate R9-3, R9-3a, & R9-3bP traffic controls, be installed with signs facing north & south on both the northeast and southeast corners.
- ***Add Eastbound and Westbound Thru Lanes:*** Observations made during morning and evening peak-periods along with traffic data collected strongly supports that Huntington Drive at Las Lomas Road is critically congested during the AM and PM peak hours of the day. Field observations and traffic data collected revealed that during evening peak-periods traffic congestion is a concern for westbound travel in the morning and eastbound travel in the evening. After measuring the curb widths of the east and west legs of the intersection it was found that there is adequate space to accommodate a third thru lane for east-west travelers. According to the turning movement counts collected and the capacity analysis performed it is recommended that a third eastbound lane and a third westbound lane be installed. On-street parking will need to be removed or restricted during the AM/PM peak hours to satisfy this recommendation. On-street parking will need to be removed or restricted for about 300 feet on the approach and leaving side of the intersection during the AM/PM peak hours to satisfy this recommendation.



- **Line Extension Through Intersection (Cat Track):** Similar to Mountain Avenue at Huntington Drive, after taking measurements of the northbound and southbound approach through and receiving lanes, it was discovered that vehicles are currently transitioning almost 10 feet through the intersections without any roadway awareness indicators. Furthermore, it was noticed that a number of tire markings decorate the west curb of the south leg of the intersection, this indicates that vehicles are hitting the curb due to the not readily apparent transition through the intersection. Cat tracking through the intersection will reduce the risk of vehicles hitting the curb and potentially being involved in a collision.



Huntington Drive at Encanto Pkwy

- **Right Turn Lane Buffer Offset and Re-Stripe Southbound Stop Bar and Pavement Markings:** From field observations and review of the traffic collisions we were able to identify a probable cause of concern for motorists at the southbound approach on Encanto Parkway and Huntington Drive. The minimal southbound traffic at this approach heading either east or west on Huntington Drive tends to creep through the existing stop bar marking on the roadway in order to get a comfortable line of sight of westbound traffic. This action by motorists tends to put the driver at risk by getting closer to adjacent traffic. It is, therefore, recommended that a right turn buffer offset be installed for the westbound right turn lane approach. Furthermore, it was noted that the stop bar and pavement markings are faded on the street. It is also recommended that these street markings be re-stripped. There may also be a line of sight concern for eastbound traffic because of the landscaped raised median on Huntington Drive. It is recommended that landscape control be implemented to remove all potential obstructions preventing vehicles from a safe line of sight of eastbound traffic.
- **Install "No Ped Crossing" Barricade and Re-stripe Southbound Stop bar and Pavement Markings:** The north side of the intersection consists of a sidewalk that follows from west to north on the northwest corner and there is not a sidewalk on the northeast side of the intersection. There also is not any marked crosswalk at the intersection nor any notice for pedestrians not to cross in the east/west direction at the north leg of the intersection. Due to the location of southbound stop bar protruding beyond pedestrian path of travel, it is recommended that a "No Ped Crossing" Barricade, with the appropriate R9-3 & R9-3a traffic controls, be installed with signs facing west on both the northeast and northwest corners for pedestrians heading eastbound.
- **Request for Traffic Signal:** Based on a review of the existing collision history and traffic turning movement counts, it is our professional opinion that a traffic signal is not warranted at this intersection.

