

MEMORANDUM

TO: City Council
FROM: City Manager
DATE: August 18, 2016
SUBJECT: Comments on Agenda Items, Meeting of August 23, 2016

A Reception will be held at 6:00 p.m. in celebration of the City of Duarte's 59th Anniversary.

ITEM 8.A. The new Mayor's Youth Council will be introduced to the City Council. They are Ashley Rosal, Samantha Martinez, Lexi Possehl, Danielle Campos-Martel, Daniel Chavez, Marisol Ramirez, Anais Campugan, Ceth Clark, Betzaira Soto, Marivel Rosal, Lauryn Higginson, Vanessa Briceno, Felipe Valdez, Cynthia Sierra, and Deja Stamps.

ITEM 8.B. Duarte hosted the Pasadena branch NAACP's local competition of the Academic Cultural, Technological and Scientific Olympics (ACT-SO) for African-American youth on Saturday, April 29th from 9:00 am to 2:00 pm at the Duarte Senior Center. Nineteen youth competed in nine categories with a total of 27 individual competitions. Six Gold Medals in Original Essay, Poetry-Written, Photography, Drawing, Painting, and Sculpture were awarded. Five additional silver medals were given in Poetry-Written, Poetry-Performance, Photography, Drawing, and Painting. Seven Bronze medals in Physics, Poetry-written, Poetry Performance, Dance Contemporary, Music Vocal Contemporary, Photography, and Drawing were also awarded. Youth who achieved a gold medal in their category competed in the National competition held July 14-16th in advance of the 107th NAACP Convention in Cincinnati, Ohio. The City Council will recognize all participants, including those gold, silver, and bronze medalists.

ITEM 8.C. The Gas Company will provide a presentation and update on the Aliso Canyon Natural Gas Storage Facility, and the impact that field has on energy reliability in the Los Angeles Basin. The Aliso Canyon Storage Facility (Aliso Canyon) is critical to regional energy reliability during the summer and winter months. In addition to serving residential and commercial customers, it also fuels gas-fired power plants that are needed to meet regional electric demand during peak periods.

ITEM 8.D. This is a presentation on the "Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure" for the November election. The Los Angeles County Board of Supervisors voted to place a parks funding measure onto the November ballot. The Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection and Water Conservation Measure would replace funding under Proposition A that was passed more than 20 years ago and that is set to expire in 2019. The new measure would add a parcel tax of one-and-a-half cent per square foot of developed property. Los Angeles County officials estimate that an average homeowner in the County with a 1,500 square foot home would pay approximately \$22.50 a year. If approved by voters, Los Angeles County officials estimate the measure would raise \$94 million annually to use for parks related projects, with an emphasis on prioritizing projects that are consistent with those identified in the 2016 Countywide Park Needs Assessment.

Jane Beesley, Los Angeles County Regional Park and Open Space District Administrator, will make a presentation that will explain the Measure, how the passing of the measure could potentially benefit the City of Duarte, and what financial impact can be expected by the Duarte residents if the measure is approved by voters. If the Council would like to take an official position on the measure, then an item for consideration will be placed on a future agenda.

ITEM 12.E (Consent). This item requests the City Council to accept the New Regulatory Sign Installation project as being complete, and authorize the City Clerk to initiate the Notice of Completion. This project required the contractor to install approximately 372 “No Parking – Street Sweeping” signs throughout the designated Area 2 of the street sweeping map.

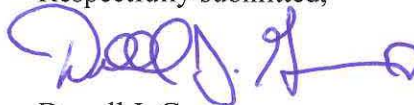
ITEM 12.F (Consent). Foothill Family Service has asked for a support letter from the City pertaining to its combined grant application for Early Head Start/Child Care Partnerships and Early Head Start Expansion. We believe that the EHS-CC and Expansion proposed by Foothill Family Service will create high quality, early learning, and development opportunities for the most vulnerable infants and toddlers in our community. Furthermore, it will enhance and support early learning settings and provide new, full-day, comprehensive services that meet the needs of working families, and prepare children for the transition into preschool.

ITEM 12.G (Consent). This is a second reading of an Ordinance to amend the Municipal Code related to Safety Assessment Placards used by the City to denote the condition of a structure to communicate allowed, restricted, or prohibited occupancy following an earthquake, other emergency, or a natural disaster.

ITEM 12.H (Consent). A request by L.A. County Department of Children and Family Services has been made for the City to co-sponsor the Foster Care and Adoption Recruitment Fair to be held on October 15, 2016. The seminar will take place from 11:00 am to 1:00 pm at the Barrio Action Family & Youth Center, 4927 Huntington Drive North, Suite 100, in Los Angeles. Participants will be able to hear from, and talk to, various expert providers who can help navigate through the process of adoption and/or becoming a foster parent. They will also have the opportunity to meet wonderful youth in need of a permanent family. In terms of co-sponsorship, the City may provide volunteers, access to City marketing venues, create a press release, post on both the electronic sign and community calendar, etc. They are also requesting to use the City logo on all outreach materials associated with the event.

ITEM 14. This item requests the City Council’s approval to enter into an Exclusive Negotiating Agreement with MJW Investments, LLC for the properties at 1415-1437 Huntington Drive to consider a possible mixed-use development. In addition, this is a request for approval to enter into a Professional Services Agreement with Rosenow Spevacek Group, Inc. for real estate advisory services, as well as a request for a \$30,000 budget amendment.

Respectfully submitted,



Darrell J. George
City Manager



Fifties



*We're 59
and doing fine!*

CITY OF DUARTE *59th Anniversary Celebration*

As Mayor of the City of Duarte, and on behalf of the Duarte City Council and staff, I would like to invite you to join us for an informal celebration of our City's incorporation in August 1957 to be held on

Tuesday, August 23, 2016

6:00 to 7:00 p.m.

Duarte Community Center
1600 Huntington Drive

~ Light Refreshments ~

You are also invited to attend our
community celebration on
Saturday, September 24, 2016

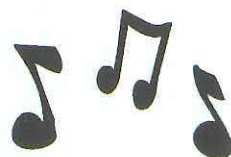
City Picnic – 10:00 a.m. – 2:00 p.m.

Royal Oaks Park
2627 Royal Oaks Drive

Games, Food, Booths, and Entertainment

Samuel Kang
Mayor

Fabulous



Rock 'n' Roll

ALISO CANYON NATURAL GAS STORAGE FACILITY STATUS UPDATE



Aug 8, 2016

DELIVERING ON OUR COMMITMENTS

- Approximately 55,500 reimbursements processed
- \$104.3 million paid in reimbursements
- Over 38,000 CRC visits facilitated
- Over 8,300 households participated in the Temporary Relocation Program
- More than 38,000 air filtration systems installed in 10,500 homes, 60 schools, and 160 businesses
- 6,340 air samples collected
- Approximately 1,500 homes received interior home cleaning
- Over 1,200 homes received exterior cleaning
- Approximately 1,000 vehicles received exterior cleaning

- Careful coordination among California's energy providers, the California ISO, Los Angeles Department of Water and Power (LADWP), and consumer energy conservation have all played a role in preventing disruptions to our region's energy systems so far this summer.
- However, we must also turn our focus to the winter when peak demands for natural gas are highest. The fact is that withdrawals from Aliso Canyon played a key role in meeting customer demand this past winter. Without Aliso Canyon, SoCalGas' ability to meet demand is reduced, increasing the risk of natural gas curtailments for an entire region, potentially affecting electric generators, hospitals, large manufacturers, refineries, and other large users.
- In preparation, SoCalGas® is providing technical support to a Joint Agency Team, similar to the summer technical assessment group, to determine potential issues in meeting winter gas demands.
- SoCalGas is working to restore injection and normal operations at Aliso Canyon, in compliance with all new regulations. We are working toward being able to begin injections at Aliso Canyon by late summer to prepare for the winter.

ENERGY RELIABILITY

- The Aliso Canyon storage facility (Aliso Canyon) is critical to regional energy reliability during the summer and winter months. In addition to serving residential and commercial customers, it also fuels gas-fired power plants that are needed to meet regional electric demand during peak periods.
- About 60 percent of the electricity generated in California comes from power plants that run on natural gas, and during the summer that figure increases to about 75 percent.
- In April, the California Energy Commission, California Public Utilities Commission (CPUC), the California Independent System Operator (CAISO) and the Los Angeles Department of Water and Power collaborated to develop a technical assessment of the energy impacts from the current gas supply limitations of our Aliso Canyon facility that suggested there could be as many as 14 days this summer where natural gas curtailments might result in electricity service interruptions to millions of customers.

BASIC STATISTICS

Property Name:	Aliso Canyon Storage Facility
Land:	~ 3,600 acres
# Storage Wells:	114 gas storage wells
Capacity:	86 billion cubic feet (Bcf) - 5th largest in the U.S.
Current Inventory:	15 Bcf

WELL INSPECTION UPDATE

- Well inspections at Aliso Canyon continue, in compliance with the Division of Oil, Gas, and Geothermal Resources' (DOGGR) Order 1109 and as required by SB 380.

- Test results are submitted by SoCalGas, reviewed by DOGGR staff, and then posted on DOGGR's website the first and third Friday of every month. As of Friday, August 5, 2016:

➤ **114 (or 100 percent) of the active wells at Aliso Canyon have completed the first phase of inspections as required by new regulations;**

➤ **96 of those wells (or 84 percent) have moved on to the second phase of testing;**

➤ **21 wells have completed all of the required tests, and 17 wells have received final DOGGR approval.**

- Many wells have been temporarily plugged and isolated from the gas reservoir until phase two testing can be complete. This is a step that is required by DOGGR and does not mean the wells are unsafe or will not pass future inspections.
- SoCalGas is using several safety enhancements and tools to monitor field operations, including, daily and weekly safety and equipment checks, daily infrared video scanning, and continuous pressure monitoring.
- Additionally, in compliance with DOGGR regulations, gas will only flow through the inner tubing of the wells when operations resume, creating an additional layer of protection within the wells.

- SoCalGas implemented an Air Quality Notification Plan (PLAN) that allows members of the community to sign-up to receive real-time notifications in the event of a reportable release of air contaminants at Aliso Canyon has also been put in place.
- We remain committed to supporting forward-looking regulatory policies for natural gas storage facilities and continue our efforts to deliver reliable energy to Southern California.

ENERGY CONSERVATION CAMPAIGN TO DATE

- In addition to our operational activities that support regional energy reliability, SoCalGas is promoting energy conservation through a joint coalition of southern California natural gas and electric utilities and in partnership with the California Public Utilities Commission (CPUC), California Independent System Operator (CAISO), and local city governments.
- The conservation campaign features a website in both English and Spanish at ConserveEnergySoCal.com, as well as social media and advertising that offer tips and education to help customers conserve gas and electricity.
- Our efforts to encourage conservation are paying off. In the month of July alone, more than 1,100 people signed up for Flex Alert notifications, and, according to CAISO, the region's Flex Alert, conservation, and demand response actions reduced 1,000 megawatts of electricity demand during July's heat wave on July 27-28, 2016.

For more information, please visit socialgas.com (search "ALISO CANYON").

REFERENCE TOOLS

SOCALGAS.COM

<https://www.socialgas.com/smart-energy/benefits-of-natural-gas>
<https://www.socialgas.com/smart-energy/reliable-natural-gas-for-the-future>
<https://www.alisoupdates.com/main>
<https://envoy.sempira.com/>

EXTERNAL RESOURCES

Conserve Energy SoCal:
<http://conserveenergysocal.com/>

DOGGR Well Inspection Test Results:

<http://www.conservation.ca.gov/dog/AlisoCanyon/Pages/Well-Detail.aspx>

CAISO Aliso Canyon Action Plan to Preserve Gas and Electric Reliability:

http://www.energy.ca.gov/2016_energypolicy/documents/2016-04-08_joint_agency_workshop/Aliso_Canyon_Action_Plan_to_Preserve_Gas_and_Electric_Reliability_for_the_Los_Angeles_Basin.pdf

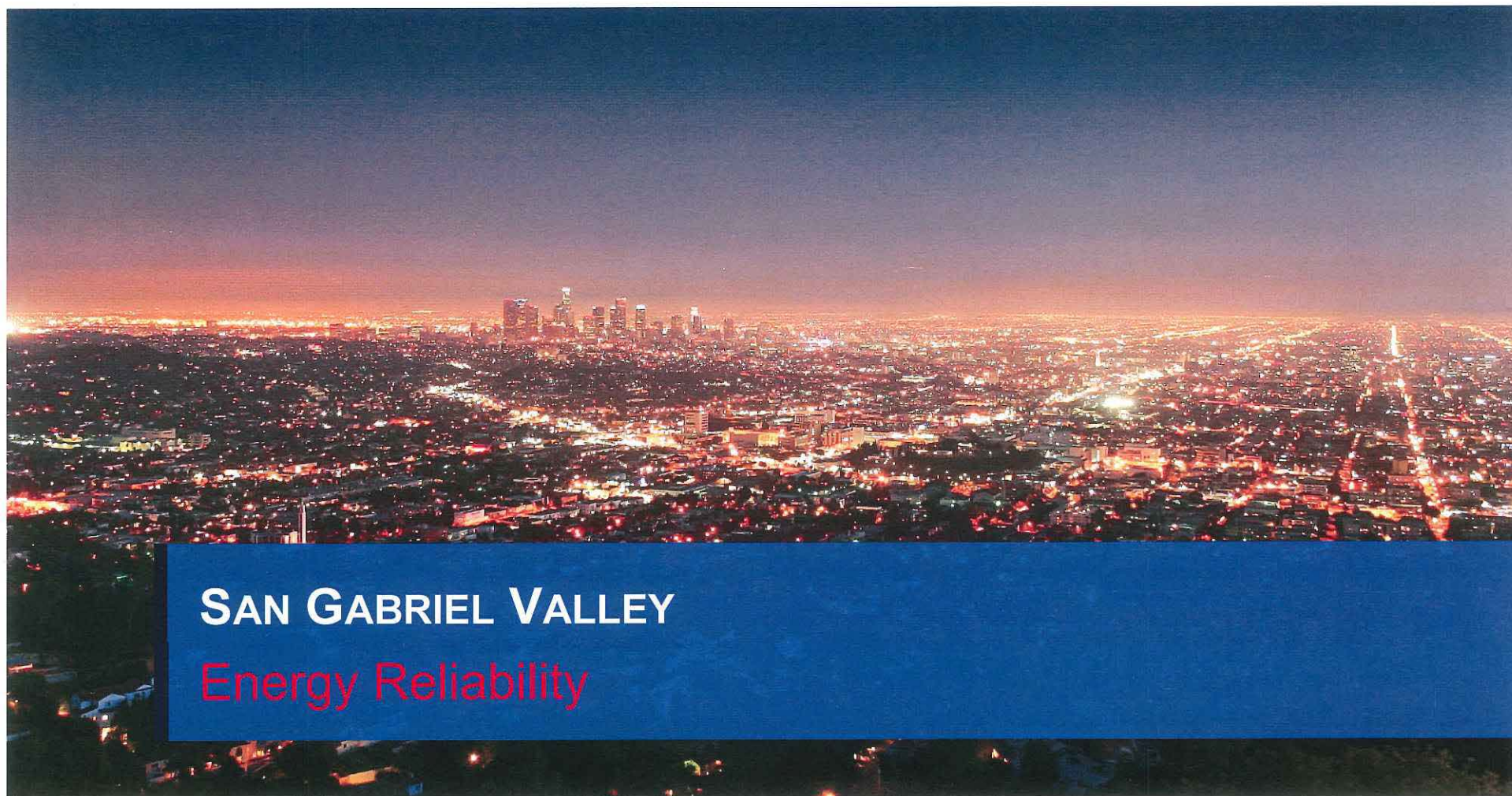
VIDEOS

Importance of Aliso Canyon: https://www.youtube.com/watch?v=_037TQTd6E8
Well Inspection Video: <https://www.youtube.com/watch?v=mTRIZkWD3VE>

socialgas.com

1-800-427-2200



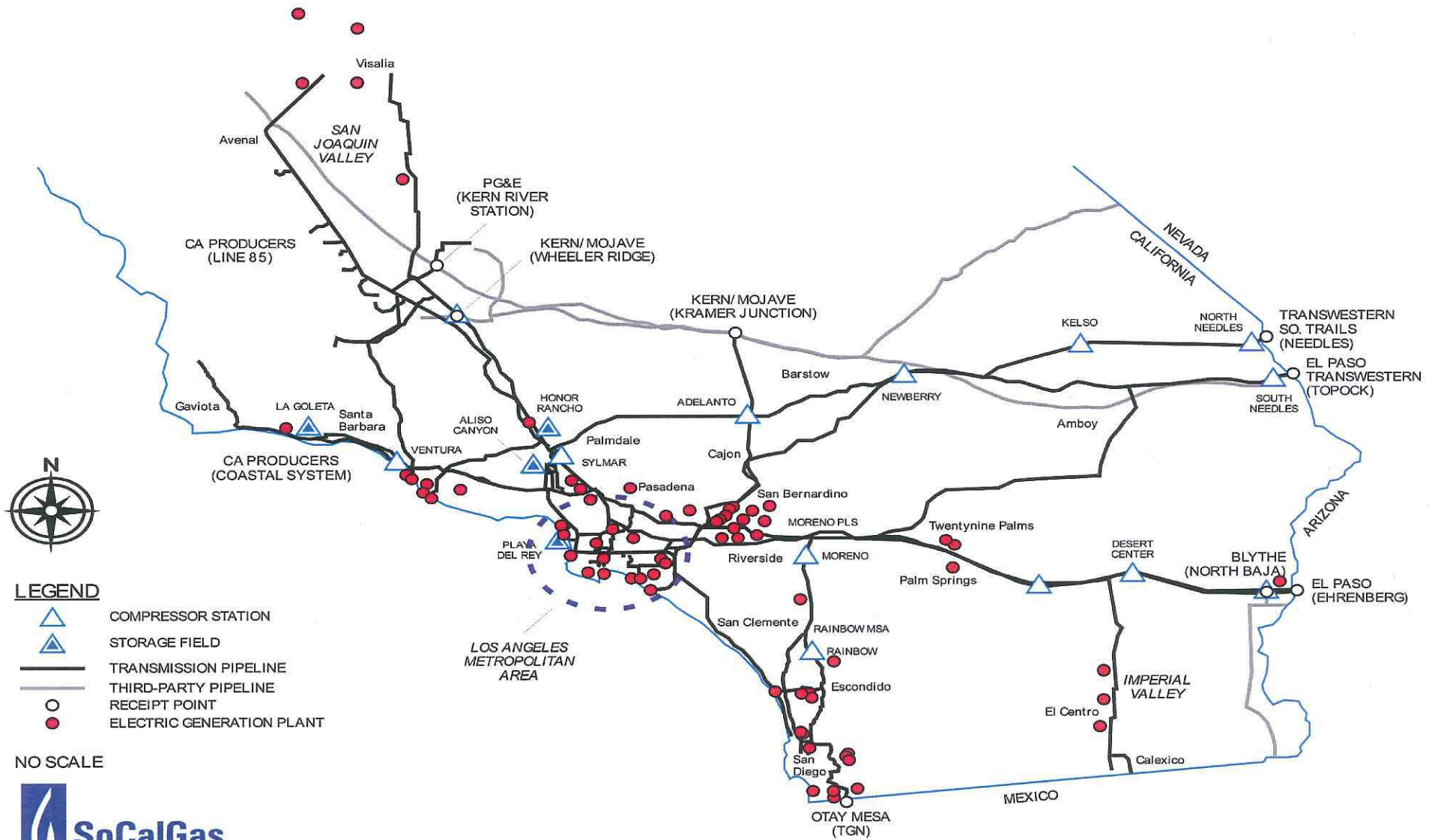


Southern California Gas Overview

- » Serving California for more than 145 years
- » Largest gas utility in U.S.
 - Service provided to 21.6 million consumers through 5.9 million meters
 - 3,700 miles of gas transmission lines
 - ~100,000 miles of distribution mains and service lines
 - 135 Billion Cubic Feet (Bcf) of gas storage capacity; 3% of US capacity



Natural Gas is Part of a Complex Energy System



LEGEND

- COMPRESSOR STATION
- STORAGE FIELD
- TRANSMISSION PIPELINE
- THIRD-PARTY PIPELINE
- RECEIPT POINT
- ELECTRIC GENERATION PLANT

NO SCALE

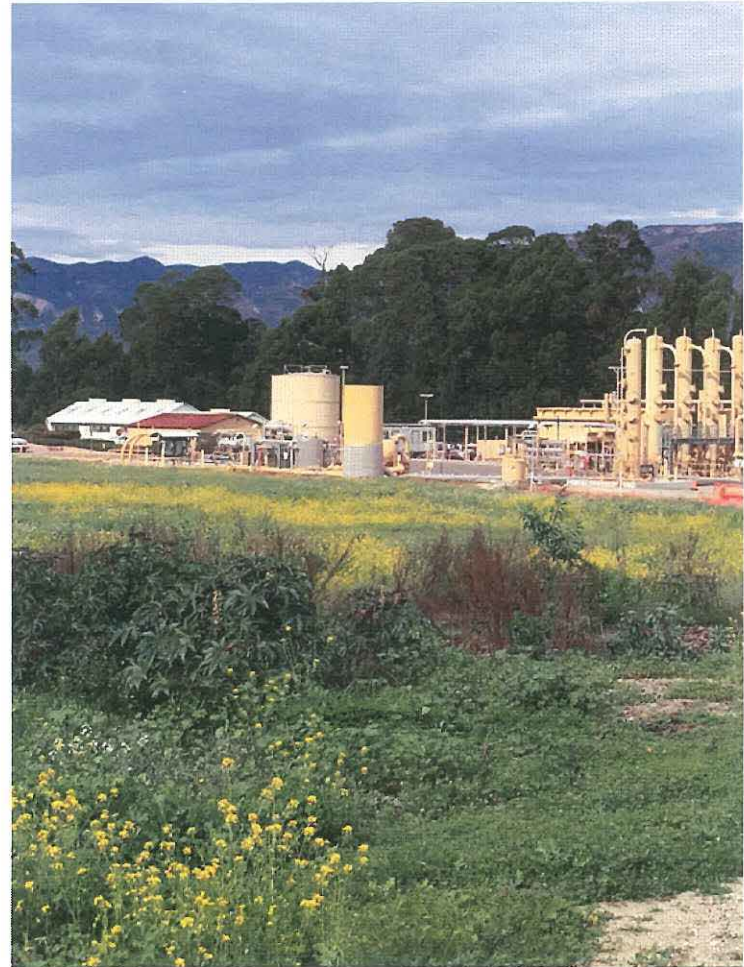


A Sempra Energy utility

Apr 2016

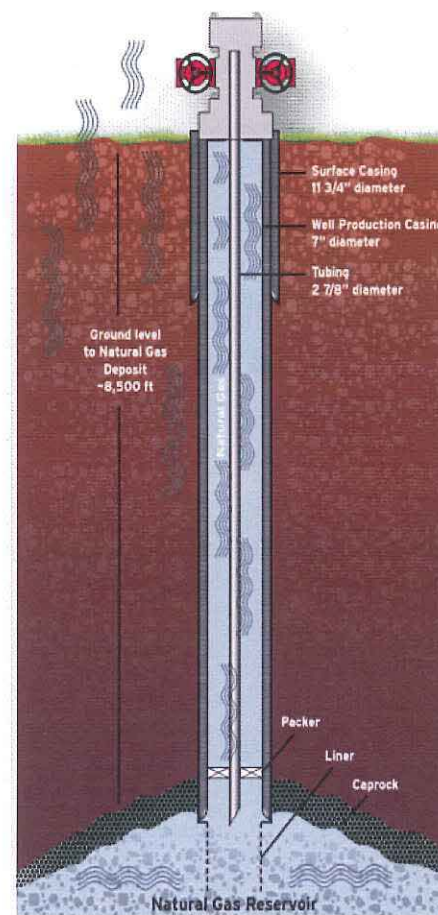
Natural Gas Storage

- » Critical element of SoCalGas' gas delivery system serving millions of homes and businesses across Southern California
- » Operates four gas storage fields in service territory
 - » Aliso Canyon is the only field that can effectively support demand in LA Basin
 - » Honor Rancho serves part of LA Basin
 - » La Goleta serves the northern coastal area
 - » Playa del Rey serves western LA; supports peak demand in LA Basin



Methane Leak at Aliso Canyon

- » Gas leak discovered October 23, 2015;
- » SoCalGas assembled world-class experts to assist with response; seven separate “well kill” attempts performed
- » Relief well drilling began December 4; intercepted target well February 11, 2016
- » DOGGR confirmed well permanently sealed on February 18, 2016
- » Since January 2016 the field has been shut-in. No withdrawals or injections.



*Graphic is for informational purposes only.
Scale and technical detail are not precise.*

Doing Our Part To Mitigate Outage Risk

- Working toward operating Aliso Canyon in late Summer.
- Driving efficiencies in our operations.
- Requiring non-core customers more closely match their Natural Gas deliveries with the amount they plan to consume on a given day.
- Promoting Energy Conservation

Conserve Energy SoCal



PROVIDER PROGRAM FINDER

FLEX ALERT SIGN UP



NATURAL GAS STORAGE FACILITIES ARE
CRITICALLY IMPORTANT
TO MAINTAINING EL  SYSTEM RELIABILITY.



The Need To Conserve This Year

With the limited availability of natural gas from the Aliso Canyon storage facility, there's less natural gas locally to produce electricity, particularly during high-usage periods. But that's no reason to feel powerless.

READ MORE



THE NEED TO
CONSERVE THIS YEAR



HOW ENERGY
CONSERVATION WORKS



CONSERVATION
STRATEGIES



OUTAGE
PREPARATION



MAKING A
DIFFERENCE

Our Ask Of You

- **Stay Engaged** – Acknowledge the complexity and the growing interdependence of natural gas and electricity
- **Share Efforts being taken to Bring Aliso Canyon Back On-line** Safely, Expeditiously and in Compliance with New Regulations
- **Help Us Educate the Community-at-Large**
- **Use Our Team as Your Resource**
- **Please conserve energy!**



MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: CESAR MONSALVE, PARKS AND RECREATION DIRECTOR

SUBJECT: PRESENTATION ON THE "SAFE, CLEAN NEIGHBORHOOD PARKS, OPEN SPACE, BEACHES, RIVERS PROTECTION AND WATER CONSERVATION MEASURE" FOR THE NOVEMBER ELECTION

DATE: 8/23/16

The Los Angeles County Board of Supervisors voted on Tuesday, July 5, 2016, to place a parks funding measure onto the November ballot. The **Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection and Water Conservation Measure** would replace funding under Proposition A that was passed more than 20 years ago and that is set to expire in 2019. The new measure would add a parcel tax of one-and-a-half cent per square foot of developed property. Los Angeles County officials estimate that an average homeowner in the County with a 1,500 square foot home would pay approximately \$22.50 a year. If approved by voters, Los Angeles County officials estimate the measure would raise \$94 million annually to use for parks related projects with an emphasis on prioritizing projects that are consistent with those identified in the 2016 Countywide Park Needs Assessment.

There have been several major Duarte projects and maintenance efforts that have been completed through the 1992 and 1996 Prop A Safe Neighborhood Parks measures. Over the years the following projects were completed through funding acquired through the old Prop A measures, by competitive grant awards and through direct funding for eligible projects, including: Hacienda Park playground equipment, Third Street Park playground equipment, Duarte Teen Center construction partial funding, Royal Oaks Park playground equipment and refurbishment, Encanto Park playground equipment, Duarte Park playground equipment and building refurbishment, Otis Gordon Park renovation/restrooms/playground equipment, Encanto Park Nature Walk, Glen Miller Park playground equipment and Duarte Fitness Center various projects including the just completed pool renovation project.

Jane Beesley, Los Angeles County Regional Park and Open Space District Administrator will make a presentation to the Duarte City Council that will explain the **Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection and Water Conservation Measure** and how the passing of the measure could potentially benefit the City of Duarte and what financial impact can be expected by the Duarte residents if the measure is approved by voters. (Receive and file.) If the Council would like to take an official position on the measure, then an item for consideration can be placed on a future agenda.



Safe, Clean Neighborhood Parks Measure of 2016

Parks, open space and natural water resources are vital to life here in L.A. These natural areas help make our community a wonderful place to live and protect our quality of life, as we all spend so much time indoors and in our cars.

For over 20 years, our community has relied on local, voter-approved funding to protect and maintain our neighborhood parks, outdoor areas and water resources—and now this funding is expiring. When this funding expires, we could lose the only source of dedicated local funding for our neighborhood parks.

LOCAL BALLOT MEASURE

The County of L.A. has placed the Safe, Clean Neighborhood Parks Measure on the November 2016 ballot. The measure, if approved, will provide stable, local funding from an annual parcel tax of 1.5 cents per square foot of building floor area, for our parks and open space including beaches and cultural institutions throughout Los Angeles.

Funding from the measure will:

● **Repair and Upgrade Neighborhood Parks**

Local funding helps to ensure we can upgrade playground equipment, parks, recreation centers and senior centers so they are safe and meet the needs of our community.

● **Keep Kids Safe and Out of Trouble**

Kids in our community need safe places to play and opportunities to participate in after school programs. Safe, clean parks and recreation centers are key to helping keep kids off the streets and out of trouble.

● **Conserve Water**

We are four years into a historic drought, making water conservation critical. The implementation of drought-tolerant plants and use of recycled water and rainwater all help to reduce the amount of water wasted, saving money and protecting our local water resources.

● **Protect Our Last Open Spaces**

Most of the remaining undeveloped open spaces and natural areas in LA County are located next to rivers, creeks, streams and lakes. Our parks help to protect and preserve these undeveloped natural areas for future generations.



 RPOSD.LACounty.gov  [/RPOSD](https://www.facebook.com/RPOSD)  [@RPOSD](https://twitter.com/RPOSD)  [@RPOSD](https://www.instagram.com/RPOSD)

The Safe, Clean Neighborhood Parks Measure of 2016 will provide funding for:

- Providing safe places to play
- Protecting clean water resources, including rivers and creeks
- Removing asbestos, mold and lead paint from aging recreation centers
- Reducing gang activity
- Ensuring that drinking water is safe at park and recreation centers
- Protecting clean and safe beaches
- Protecting and preserving parks and natural areas

Learn More

Visit RPOSD.LACounty.gov to read the full text of the Safe, Clean Neighborhood Parks Measure and how it will impact parks and open space in our neighborhoods.

MINUTES
CITY COUNCIL OF THE CITY OF DUARTE
SPECIAL MEETING – AUGUST 3, 2016

CALL TO ORDER	The City Council of the City of Duarte met in a special meeting in the Council Chambers, 1600 Huntington Drive, Duarte, California. Mayor Kang called the meeting to order at 7:07 p.m.
RECORDATION OF ATTENDANCE	The following were in attendance: PRESENT: Fasana, Paras-Caracci, Reilly, Kang ABSENT: Finlay ADMINISTRATIVE STAFF PRESENT: City Manager George, City Attorney Cosgrove
ADOPTION OF AGENDA	Paras-Caracci moved, Reilly seconded to adopt the Agenda, and carried with Finlay absent.
PLEDGE TO THE FLAG	Mayor Kang led the Pledge of Allegiance to the Flag.
RESOLUTIONS Council Bill 16-R-19 Calling Special Election 11/8/16 Council Bill 16-R-20 Requests Consolidation Council Bill 16-R-21 Written Arguments Council Bill 16-R-22 Rebuttal Arguments	George presented a staff report about the proposed ballot measure asking voters "Shall the City of Duarte's Fireworks Ordinance (set forth in Chapter 15.05 of the Duarte Municipal Code) be amended to prohibit the sale and discharge of all fireworks everywhere in the City at all times unless the fireworks are part of a public display permitted pursuant to Section 15.05.090 of the Duarte Municipal Code?" Cosgrove described the four resolutions that would need to be adopted in order to place a measure on the November ballot. The following spoke on the Agenda item. Paula Watson-Gardner – Procedure for amendment to current code. Sheryl Lefmann – Allow voters to decide, democratic process. Sean Lawrence – Tradition, freedom to celebrate, safety precautions, revenue for non-profits. John Baczkowski – Political pressure, waste of money, continue original decision. Lino Paras – Put on ballot, recommended wording. David Van de Wetering – Tradition, fire not fireworks related, bigger police presence, school fundraising. Louie Valenzuela – Money from fireworks is for youth, illegal fireworks cause fires, he is not for putting it on the ballot. Tom Reyes – LULAC, action taken on non-Agenda item, youth benefit from sale of safe/sane fireworks, reconsider decision. Richard Amadori – Suggested restriction measure, hosted fireworks show, will not eliminate illegal fireworks, allow police to apprehend those using illegal fireworks. Cheryl Taylor – Money for election could be used for jobs, pro-

08/03/16

grams, police, Council elected to make policy decisions, waste of money, abandon the idea, schools need help.

Karen Vance – Extreme drought, increase in fires, must protect the public, public safety above public fundraising.

Dena Dragoo – Fireworks is not the only way to fundraise, suggested online silent auction, be vigilant about fire safety, will cause conversations among residents.

Donna Langley – There are no safe/sane fireworks, wind change, drought environment, put it to the vote, use taxes to let citizens decide.

Brian Elhardt – Restrictive measures, what we have now works, further regulation is a matter of opinion, willing to be inconvenienced once a year.

Steve Hernandez – Democracy has flexibility, he does not agree the money will be poorly spent, issue needs to go to the people.

John Kelly – Suggested clarification of ballot wording and deadline, need to quench and allay fear, if safe/sane fireworks are banned, illegal fireworks will still be used.

Dolores Ortiz – Motion failed at previous meeting, this will not stop illegal fireworks, challenged all to raise money for kids, non-profits clean up parks every year.

Alton Preston – Student scholarships, raise money with fireworks and other ways, with democracy you can listen to opinions, ask Council to keep fireworks for now, school funds are going to dry up, take it to the ballot.

Henry Baltazar – Council changed its decision, now throwing it on the residents, spend money on law enforcement, need to stop illegal fireworks, there is no damage at parks, the greatest fundraiser would be taken away, do not waste money.

Mayor Kang closed Public Input.

Paras-Caracci stated she enjoys safe/sane fireworks, she does not believe using money for a vote is a waste of tax dollars, this is about having the people give City Council direction about fireworks, this is not passing the buck, she was disappointed by the amount of illegal fireworks she saw, thanked all for their opinions, this is an opportunity to educate the public, the conversation will continue, there was no political pressure, and \$28,000 is an investment to give the voters a voice.

Fasana thanked all for their opinions, he has worked booths and used fireworks, over the last three years he has seen enormous discharges of illegal fireworks, it is disruptive, he did not see improvement after the number of days and hours for discharge were reduced, we have tried to increase law enforcement presence, there will be a massive turnout of voters at the November election, we are the City of Health, and there is a safety issue even with safe/sane fireworks.

Reilly stated City Council was elected to make difficult decisions in the best interests of the entire community, you do not need a City Council if every issue goes to a ballot measure, there were more speakers in favor of selling, discharging, and continuing safe/sane fireworks, why would their participation and views be discounted, the problem is illegal fireworks, banning safe/sane does not make illegal fireworks go away, she does not think it is a prudent use of public funds, and asked if the issue was being revisited because next year is an election year.

Kang stated he is here to do good service for our City, he is a facilitator, he needs a baseline, suggested a compromise, proposed there be three polling samples at three different times independently hosted, then there would be an accurate status of what to do next, we already have a strict ordinance, fire is not a fear, it is a fact, he believes in being fair, we have to do our due diligence, and he hopes there is a compromise.

Cosgrove read by title Council Bill 16-R-19, and stated if this resolution passes tonight, this will put the matter on the November 2016 ballot:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, CALLING FOR THE HOLDING OF A SPECIAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 8, 2016, WITH THE STATEWIDE GENERAL ELECTION, FOR THE SUBMISSION TO THE QUALIFIED VOTERS A PROPOSED ORDINANCE PROHIBITING THE SALE AND DISCHARGE OF FIREWORKS IN THE CITY OF DUARTE

Paras-Caracci moved, Fasana seconded to adopt Resolution No. 16-19.

Fasana stated we have approved a community survey in our upcoming budget, polling is a useful strategy, he is supportive from that standpoint, and \$28,000 is relatively efficient for an election.

Reilly stated she thinks the sampling is a good idea and a good compromise, the survey is already approved as part of the budget, there would not be extra funds spent, and everybody will be completing the survey.

Kang stated he concurs, \$23,000 is a lot of money to some, if there is polling first and a baseline, you get a better judgment, then you can proceed, and he suggests giving it a try.

Paras-Caracci stated she believes the residents do have a say in this, this is an opportunity to educate the entire community, and residents should decide where we go with fireworks.

The motion to adopt Resolution No. 16-19 failed by the following Roll Call vote:

AYES: Fasana, Paras-Caracci

NOES: Reilly, Kang

ABSENT: Finlay

Cosgrove stated since this resolution failed, the other resolutions would not be considered.

ADJOURNMENT

Kang moved, Reilly seconded to adjourn the meeting at 8:50 p.m. to the Regular City Council Meeting on August 9, 2016, and carried with Finlay absent.

Mayor Samuel Kang

ATTEST:

City Clerk

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 – AUGUST 9, 2016

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 Kang called the meeting to order at 6:10 p.m.
RECORDATION OF ATTENDANCE	The following were in attendance: PRESENT: Fasana, Finlay, Paras-Caracci, Reilly, Kang ABSENT: None ADMINISTRATIVE STAFF PRESENT: City Manager George, City Attorney Cosgrove
ADOPTION OF AGENDA	Finlay moved, Fasana seconded to adopt the Agenda, as amended to adjourn in memory of Father Frank Cassidy, and carried unanimously.
CLOSED SESSION Property Negotiations (2 items)	There was no public input. George announced there were two Closed Session items: 1) Conference with real property negotiators pursuant to Government Code Section 54956.8; Negotiating parties: City of Duarte and prospective buyers or lessees; City negotiators: Darrell George, Craig Hensley; Under negotiation: Price and terms of payment; Concerning property at 1634 Third Street, APN 8530-011-911; 2) Conference with real property negotiators pursuant to Government Code Section 54956.8; Negotiating parties: City of Duarte and prospective buyers or lessees; Negotiating parties: Darrell George, Craig Hensley, George Grair, Saman Diab; Under negotiation: Price and terms of payment; Concerning property at 1303 Huntington Drive APN 8530-004-072. The Closed Session concluded at 6:45 p.m. City Council reconvened at 7:12 p.m., with all members present.
PLEDGE TO THE FLAG	Cynthia Sierra led the Pledge of Allegiance to the Flag.
MOMENT OF REFLECTION	A moment of reflection was observed.
FITNESS/MENTAL WARM-UP	Finlay provided the warm-up.
PUBLIC REPORT OF CLOSED SESSION ITEMS	Cosgrove announced City Council discussed the two items as shown on the Agenda, and gave direction to staff and the negotiators, with no reportable action taken.
SPECIAL ITEMS Recognition – Marge Barnett 100 th birthday	Cesar Monsalve provided a biography about Marge Barnett, and introduced her. Mayor Kang presented a certificate and cake to Mrs. Barnett, and congratulations were extended.

08/09/16

Mayor's Youth Council update	Cynthia Sierra announced upcoming Mayor's Youth Council events at the Teen Center in September, October, and November.
ANNOUNCEMENTS	Joanna Gee, Duarte Library, announced workshops, programs, story times, and fundraiser in August and September. Karen Herrera presented community announcements, including upcoming events, programs, and activities in August and September. Captain Coronne Jacob introduced Sergeant David Kearney, the City's new liaison Sergeant.
ORAL COMMUNICATIONS	The following spoke on items not on the Agenda. Deborah West – Street sweeping.
CONSENT CALENDAR	Paras-Caracci moved, Finlay seconded to approve the Consent Calendar as follows, and carried unanimously. Approve Items A, B, C, D, H. Remove Item E, F, G.
ITEMS REMOVED	Karen Herrera presented a staff report about the request for City co-sponsorship of the event. Fung Ho provided information about the concert, performers, auditions, and orchestra.
Item E – Co-Sponsor Request Fung Ho	
ITEM E – APPROVED	Reilly moved, Fasana seconded to approve the request by Celebration of Young Talent (Fung Ho) for City co-sponsorship of a concert to be held on October 29, 2016, at the Performing Arts Center, and carried unanimously.
Item F – Notice of Resignation Scott Magnusson	Finlay stated Mr. Magnusson served on the School Board, he raised his family here, and he will be missed.
ITEM F – RECEIVED/FILED	Paras-Caracci moved, Reilly seconded to receive and file the notice of resignation by Scott Magnusson from the Public Safety Commission, and carried unanimously.
Item G – Oppose SB 1298 Local Government Fees/Charges	Karen Herrera presented a staff report about the Senate Bill, including information provided by the League of California Cities.
ITEM G – APPROVED	Reilly moved, Finlay seconded to approve the letter to Governor Brown opposing SB 1298 (Hertzberg) – Local Government Fees and Charges, and carried unanimously.
PUBLIC HEARING	Mayor Kang announced this was the time and place set for a Public Hearing to discuss this item.
Council Bill 16-O-06 (1 st reading)	Kristen Johnston, Associate Planner, presented the staff report about the proposed Ordinance, answered questions from Councilmembers, and noted a correction to Section 16.05.040 (the word "refused" is changed to "not authorized").
Safety Assessment Placards	Cosgrove read by title Council Bill 16-O-06:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADDING CHAPTER 16.05 TO THE DUARTE MUNICIPAL CODE RELATING TO SAFETY ASSESSMENT PLACARDS USED BY THE CITY TO DENOTE THE CONDITION OF A STRUCTURE TO COMMUNICATE ALLOWED, RESTRICTED, OR PROHIBITED OCCUPANCY OF BUILDINGS FOLLOWING AN EARTHQUAKE, OTHER EMERGENCY, OR NATURAL DISASTER (First Reading)

Notice of the hearing was given, the affidavit is on file, and no correspondence was received about the item.

Mayor Kang asked if anyone in the audience wished to speak on the matter. There were none.

Mayor Kang closed the Public Hearing.

Fasana moved, Reilly seconded to introduce Council Bill 16-O-06 for first reading, and carried unanimously.

ITEMS FROM CITY COUNCIL
CITY MANAGER

GEORGE: Announced the new Starbucks will open August 11.

PARAS-CARACCI: Stated she is looking forward to Starbucks, a great job was done by staff and volunteers at National Night Out, she received two calls that the post office had locked the blue mail bins, asked if there is a schedule for that or something to let the people know, she would like additional research about the street sweeping pilot, apps, and ticketing, asked that the item come back to Council for consideration in three months rather than six months, and attended the City of Hope graduation for the six-week mentor program.

REILLY: Attended First Responders Night at Irwindale Speedway, City of Hope graduation, and Foothill Unity Center's back to school event, and asked that the Safe Clean Neighborhood Parks Measure be placed on the next Agenda.

FASANA: Stated the National Night Out event was great, asked that the participants in the City of Hope program be recognized at an upcoming meeting, asked that the Metro measure be agendaized for review, asked that the maps from Nixle about the flood and mud risks be clarified, and asked that the meeting also be adjourned in memory of Cabu Amiri.

FINLAY: Stated she appreciated the comments about street sweeping, went to a training with SEIU regarding the union, requested a homeless summit be held regarding the homeless persons in the riverbed, and asked that it include Duarte, the Army Corps of Engineers, Congressmember Napolitano, Irwindale, and Azusa, asked that more information about Internet choices and options be included on the website, she would like to look at

having a fireworks oversight committee after the survey results are received, and stated she would like to have contracts \$25,000-\$50,000 and higher to be considered individually on the Agenda for transparency, rather than on the Consent Calendar.

KANG: Stated the City of Hope, City of Duarte, and DUSD program is great and results in high paying, high demanding jobs, and stated the homeless encampment by the riverbed is getting out of hand, and we need to do something about that.

ADJOURNMENT

The meeting was adjourned at 8:35 p.m. in memory of Father Frank Cassidy and Cabu Amiri.

Mayor Samuel Kang

ATTEST:

City Clerk



City of Duarte

Council Warrant Register Over \$5000

By Payment Number

Payment Dates 08/10/2016 - 08/23/2016

Payment Number	Payment Date	Vendor #	Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
205537	8/16/2016	4616	TOTAL FUNDS BY HASLER				5,000.00
	081016		Postage for Meter		100-1825-7626		5,000.00
205542	8/16/2016	4484	U.S. BANK				10,873.34
	072516CM		SC Bioaire Fans/Stainless Beverage T		100-1605-7733		520.88
	072516CM		SC Igloo Quart Cooler (Amazon)		100-1605-7733		60.56
	072516CM		Lunch-Adult Trip 7/6/16 (HMS Bount		100-1605-7737		390.77
	072516CM		Adventure Club Trip 8/1/16 (Knott's		100-1605-7740		1,242.00
	072516CM		Adventure Club Trip 8/9/16 (Knott's		100-1605-7740		1,242.00
	072516CM		Adventure Club Trip 8/10/16 (Knott's		100-1605-7740		924.00
	072516CM		Adventure Club Trip 8/3/16 (Honda C		100-1605-7740		790.00
	072516CM		Colored Ink/Cleaner (Graphic Design		100-1605-7980		281.75
	072516CM		Swim Team Caps (Swimoutlet.com)		100-1605-7980		349.23
	072516CM		CC Lectern Microphone (Digital Netw		100-1610-7618		232.82
	072516CM		Cmty Ctr PA System (Anchor Audio St		100-1610-7618		2,903.76
	072516CM-16refun		Refund-Nature Camp 6/14/16 (Nat'l		100-1605-7736		-40.50
	072516KP-FY16		Special Event Insurance 4/1/16 - 6/30		100-2123		1,946.00
	72516DG-FY16		Administration Staff Meeting 6/30/1		100-1010-7610		30.07
205559	8/23/2016	5155	BOYS & GIRLS CLUBS OF THE FOOTHILLS				10,000.00
	7881		CalGrip Q2 2016 (4/16 - 6/16)		100-1205-7980	201616-Other Expenses-CalGrip FY2016-17	10,000.00
205565	8/23/2016	5120	CHARLES ABBOTT ASSOCIATES INC				13,848.45
	55992		Building & Safety Services 7/2016		100-1405-7800		13,848.45
205575	8/23/2016	5589	ECONOMIC & PLANNING SYSTEMS INC				9,960.00
	154037-1		Duarte Town Ctr Specific Plan 1/16 -		100-1405-7965	201603-Prof Svcs-Town Center Proj	9,960.00
205576	8/23/2016	5433	ECS IMAGING INC				9,390.00
	11656		Laserfiche Scanning 8/22/16 - 8/21/1		100-1405-7980		9,390.00
205599	8/23/2016	4620	MIRACLE RECREATION EQUIPMENT CO				16,930.67
	776854		No Fault Poured-In-Place Rubber Safe		100-1610-8100	201620-Other Cap Imprv-SCE Parks Plygrnd Equi	16,930.67
205602	8/23/2016	5454	MOORE IACOFANO GOLTSMAN INC				35,844.25
	0044885		Duarte Town Ctr Specific Plan 6/2016		100-1405-7965	201603-Prof Svcs-Town Center Proj	35,844.25
205605	8/23/2016	5224	PLACEWORKS				12,352.76
	60023		COH Specific Plan/EIR 7/2016		100-1405-7965	201406-Prof Serv-City of Hope EIR Reimb	12,352.76
205611	8/23/2016	0904	RKA CONSULTING GROUP				6,916.25
	25150		Engineering Services 6/2016		100-1405-7969		3,560.00
	25151		Engineering Svcs-Plan Ck 6/2016		100-1405-7969		306.25
	25152		Contract Engineering Services 6/2016		100-1405-7969		2,350.00
	25154		Engineering Svcs-LLD FY17 6/2016		100-1405-7969		700.00
205621	8/23/2016	4597	SOUTH COAST LIGHTING & DESIGN INC				10,994.72
	1006311		Mission Bell LED Parking Lot Lights		100-1405-8100		8,440.00
	1006313		Mission Bell LED Parking Lot Lights		100-1405-8100		2,110.00
	1006407		Square Bollard Light w/LED Bulb		100-1405-8100		444.72
205622	8/23/2016	4750	SOUTHLAND SINGS				8,125.00
	727		CalGrip Q2 2016 (4/16 - 6/16)		100-1205-7980	201616-Other Expenses-CalGrip FY2016-17	8,125.00
205626	8/23/2016	4917	SUPERIOR PAVEMENT MARKINGS INC				78,629.44
	7041		Street Sweeping Regulatory Signs		100-1205-7980		71,181.14
	7130		Citywide School Zone Painting		220-2210-7812		7,448.30

Council Warrant Register Over \$5000

Payment Dates: 08/10/2016 - 08/23/2016

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
205638	8/23/2016	5484	WORTHINGTON DIRECT			8,827.28
	617118 - DUA010	Universal Chair Dolly		100-1610-7618		1,637.28
	617118 - DUA010	Superb Stack Chair		100-1610-7618		7,390.00
	C619887-DUA010	Discount for Chair Order		100-1610-7618		-200.00
Payment Total:						237,692.16

Report Summary**Fund Summary**

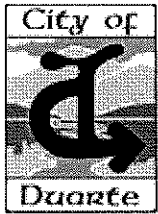
Fund	Payment Amount
100 - GENERAL FUND	230,243.86
220 - GAS TAX FUN	7,448.30
Grand Total:	237,692.16

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7610	Travel, Mtgs & Conf	30.07
100-1205-7980	Other Expenses	89,306.14
100-1405-7800	Building Department Ser	13,848.45
100-1405-7965	Professional Services	58,157.01
100-1405-7969	City Engineer	6,916.25
100-1405-7980	Other Expenses	9,390.00
100-1405-8100	Other Capital Improvem	10,994.72
100-1605-7733	Senior Center	581.44
100-1605-7736	Recreation Classes	-40.50
100-1605-7737	Adult Excursions	390.77
100-1605-7740	Youth Excursions	4,198.00
100-1605-7980	Other Expenses	630.98
100-1610-7618	Building Supplies	11,963.86
100-1610-8100	Other Capital Improvem	16,930.67
100-1825-7626	Postage	5,000.00
100-2123	Special Event Insurance	1,946.00
220-2210-7812	Street Striping & Markin	7,448.30
Grand Total:		237,692.16

Project Account Summary

Project Account Key	Payment Amount
None	144,479.48
201406-Prof Serv-City of Hope EIR Reimb	12,352.76
201603-Prof Svcs-Town Center Proj	45,804.25
201616-Other Expenses-CalGrip FY2016-17	18,125.00
201620-Other Cap Imprv-SCE Parks Plygrnd Equip Rep	16,930.67
Grand Total:	237,692.16



City of Duarte

Council Warrant Register by Account By Fund

Payment Dates 08/10/2016 - 08/23/2016

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 100 - GENERAL FUND					
100-1005-7641	U.S. BANK	John Fasana 2016 League Conf/Expo 10/2016	205541		525.00
100-1005-7641	CONTRACT LAW FUND	Fasana CCCA/Sheriff Meeting	205510		20.00
100-1005-7642	ROTARY CLUB OF DUARTE	Finlay Dues 16/17 Q1	205613		110.00
100-1005-7642	CONTRACT LAW FUND	Finlay CCCA/Sheriff Meeting	205510		20.00
100-1005-7646	CONTRACT LAW FUND	Paras-Caracci CCCA/Sheriff Meeting	205510		20.00
100-1005-7647	CONTRACT LAW FUND	Reilly CCCA/Sheriff Meeting	205510		20.00
100-1005-7980	U.S. BANK	Workshop 7/12/16 Food (Tropicana Market)	205540		94.98
100-1005-7980	CALIFORNIA SKEWERS	Meet & Greet w/Grocery Outlet	205563		120.00
100-1005-7980	SMART & FINAL	Meeting w/Glendora Fire	205620		28.47
100-1010-7610	U.S. BANK	Darrell George 2016 League Conf/Expo 10/2016	205541		525.00
100-1010-7610	U.S. BANK	Darrell George Meeting w/Tzeitel Paras	205541		5.58
100-1010-7610	KAREN HERRERA	CAPIO Conf/Meeting Expense Reimb	205588		239.32
100-1010-7610	KAREN HERRERA	LARA/ICSC Conf Expense Reimb	205588		226.54
100-1010-7610	KAREN HERRERA	Meeting/Event Expense Reimbursement	205588		49.68
100-1010-7610	U.S. BANK	Administration Staff Meeting 6/30/16	205542		30.07
100-1010-7610	CONTRACT LAW FUND	Karen/Darrell CCCA/Sheriff Meeting	205510		40.00
100-1010-7612	U.S. BANK	City Clerks Association 2016 Renewal	205541		130.00
100-1010-7612	SAN GABRIEL VALLEY CITY MANAG	Membership Dues 7/1/16 - 6/30/17	205614		55.00
100-1010-7650	ALEX ROMO AUTO & TRUCK REPAI	Veh 37 PM Service	205549		111.68
100-1010-7651	MARTIN & CHAPMAN CO	Nov 2016 Election Supplies	205595		21.80
100-1010-7670	SAN GABRIEL VALLEY NEWSPAPERS	Legal Advertising 7/2016	205615		1,491.08
100-1010-7980	SHAFFER AWARDS	Engrave Plaque-Carol Liu	205617		27.82
100-1020-7716	CURO MANAGED PRINT PRODUCTI	Cooling Center Banners	205569		590.20
100-1020-7722	GRANICUS INC	Website Quality Assurance/Technology Transfer	205585		2,964.50
100-1020-7726	U.S. BANK	Levon Y Adobe Creative Cloud	205540		49.99
100-1020-7726	LEVON YOTNAKHPARIAN	CC Cablecast 8/3/16	205639		550.00
100-1020-7726	LEVON YOTNAKHPARIAN	CC Cablecast 7/16	205639		1,100.00
100-1205-7610	CONTRACT LAW FUND	Brian V CCCA/Sheriff Meeting	205510		20.00
100-1205-7612	ROTARY CLUB OF DUARTE	Villalobos Dues 16/17 Q1	205613		250.00
100-1205-7614	SHAFFER AWARDS	Name Plate-David Kearney	205617		18.48
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	205624		33.23
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	205624		87.54
100-1205-7615	DUARTE PUBLIC SAFETY PETTY CAS	FMAG Meeting Supplies	205514		26.65
100-1205-7615	HOME DEPOT CREDIT SERVICES	HDTV Antenna	205589		21.77
100-1205-7650	ALEX ROMO AUTO & TRUCK REPAI	Bus 22 Transmission/Sensor Repair	205549		669.01
100-1205-7650	U.S. BANK	Vehicle 35 Carwash	205538		14.00
100-1205-7650	BOURRET GLASS & UPHOLSTERY IN	VEh 23 Reupholster Driver's Front Seat	205558		544.75
100-1205-7655	THOMSON REUTERS-WEST PUBLIS	Emergency Software 7/2016	205629		140.00
100-1205-7762	FRONTIER HARDWARE	Parking Permit Machine Install	205580		34.41
100-1205-7762	FRONTIER HARDWARE	Parking Permit Machine Install	205580		2.98
100-1205-7762	ECM PECO INC / PRECISION ELECTR	Electrical Install-Parking Permit Machine/Light	205608		661.00
100-1205-7762	HOME DEPOT CREDIT SERVICES	Parking Permit Machine/Light Install	205589		50.38
100-1205-7762	HOME DEPOT CREDIT SERVICES	Parking Permit Machine Install	205589		17.76
100-1205-7762	HOME DEPOT CREDIT SERVICES	Parking Permit Machine Install	205589		51.67
100-1205-7762	HOME DEPOT CREDIT SERVICES	Parking Permit Machine Install	205589		42.46
100-1205-7762	HOME DEPOT CREDIT SERVICES	Return	205589		-10.16
100-1205-7779	U.S. BANK	Probation Movie Trip Popcorn 7/14/16	205538		15.50
100-1205-7779	U.S. BANK	Fireworks Park Cleanup Breakfast 7/5/16	205538		29.02
100-1205-7779	U.S. BANK	Airbrush Tattoo Kit-Summer Outreach Events	205538		140.36
100-1205-7779	U.S. BANK	MovieTks-Summer Movie Thursday Trip/Youth Prizes	205538		383.00
100-1205-7779	U.S. BANK	Probation Movie Trip Lunch 7/14/16 (Blaze Pizza)	205538		98.15
100-1205-7779	DUARTE PUBLIC SAFETY PETTY CAS	DART Beach Trip Supplies	205514		86.47
100-1205-7779	DUARTE PIZZA COMPANY	DART Event Lunch	205574		22.35

Council Warrant Register by Account

Payment Dates: 08/10/2016 - 08/23/2016

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1205-7779	DUARTE PIZZA COMPANY	DART Event Lunch	205574		19.60
100-1205-7780	DUARTE PUBLIC SAFETY PETTY CAS	Rabies Clinic Supplies 7/16/16	205514		57.55
100-1205-7780	D & D SERVICES INC	Deceased Animal Disposal 7/2016	205570		288.00
100-1205-7781	HUNTINGTON & DUARTE INC	Fuel-Sheriff's Dept	205528		38.72
100-1205-7980	U.S. BANK	Animal Control Interview Panel Lunch	205538		47.40
100-1205-7980	U.S. BANK	FMAG Debrief 7/21/16	205538		40.88
100-1205-7980	ROBERT MACLEAN	School Resource Deputy Teaching Credential	205594		102.50
100-1205-7980	DUARTE PUBLIC SAFETY PETTY CAS	Office Supplies	205514		18.99
100-1205-7980	SMART & FINAL	National Night Out Supplies 8/2/16	205620		193.84
100-1205-7980	SMART & FINAL	Nat'l Night Out Supplies 8/2/16	205620		62.58
100-1205-7980	SUPERIOR PAVEMENT MARKINGS I	Street Sweeping Regulatory Signs	205626		71,181.14
100-1205-7980	SOUTHLAND SINGS	CalGrip Q2 2016 (4/16 - 6/16)	205622	201516-Other Expenses-CalGrip FY2016-1	8,125.00
100-1205-7980	DUARTE PIZZA COMPANY	NN Volunteer & Staff Dinner	205574		227.15
100-1205-7980	BOYS & GIRLS CLUBS OF THE FOOT	CalGrip Q2 2016 (4/16 - 6/16)	205559	201616-Other Expenses-CalGrip FY2016-1	10,000.00
100-1205-7984	STEPHEN MARTINEZ	Phone Reimbursement	205596		60.00
100-1211	SUSANA LEDESMA	Computer Loan	205592		483.47
100-1405-7612	U.S. BANK	Hightail Subscription-Lg Data Format	205539		15.99
100-1405-7613	WEBER'S PRINTING	Temporary Parking Permits	205637		210.24
100-1405-7613	WEBER'S PRINTING	Bldg & Safety Correction Notices	205637		258.10
100-1405-7613	RICOH USA INC	Lg Format Copier Maint 8/1/16 - 10/31/16	205531		49.30
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	205624		72.81
100-1405-7800	CHARLES ABBOTT ASSOCIATES INC	Building & Safety Services 7/2016	205565		13,848.45
100-1405-7965	MOORE IACOFANO GOLTSMAN INC	Duarte Town Ctr Specific Plan 6/2016	205602	201603-Prof Svcs-Town Center Proj	35,844.25
100-1405-7965	ECONOMIC & PLANNING SYSTEMS	Duarte Town Ctr Specific Plan 1/16 - 6/16	205575	201603-Prof Svcs-Town Center Proj	9,960.00
100-1405-7965	PLACEWORKS	COH Specific Plan/EIR 7/2016	205605	201406-Prof Serv-City of Hope EIR Reimb	12,352.76
100-1405-7969	RKA CONSULTING GROUP	Engineering Services 6/2016	205611		3,560.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Svcs-Plan Ck 6/2016	205611		306.25
100-1405-7969	RKA CONSULTING GROUP	Contract Engineering Services 6/2016	205611		2,350.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Svcs-LLD FY17 6/2016	205611		700.00
100-1405-7975	U.S. BANK	Facebooks Ads 7/3/16 - 7/29/16	205541		39.71
100-1405-7975	U.S. BANK	Google Custom Search Engine	205541		250.00
100-1405-7975	OLD TOWN SIGN COMPANY LLC	Website Banner (Click on the New)	205604		327.00
100-1405-7980	ECS IMAGING INC	Laserfiche Scanning 8/22/16 - 8/21/17	205576		9,390.00
100-1405-8100	SOUTH COAST LIGHTING & DESIGN	Mission Bell LED Parking Lot Lights	205621		8,440.00
100-1405-8100	SOUTH COAST LIGHTING & DESIGN	Mission Bell LED Parking Lot Lights	205621		2,110.00
100-1405-8100	SOUTH COAST LIGHTING & DESIGN	Square Bollard Light w/LED Bulb	205621		444.72
100-1410-7621	AIRGAS USA LLC	Welding Cylinder Rental	205548		43.55
100-1410-7630	SIMON EQUIPMENT RENTALS	Trencher Rental	205619		80.04
100-1410-7636	L & M FOOTWEAR	Lamberto Flores Work Boots	205533		186.38
100-1410-7636	TRAFFIC MANAGEMENT INC	Safety Vests	205630		327.00
100-1410-7650	ALEX ROMO AUTO & TRUCK REPAI	Veh 12 PM Service/Repair	205549		784.65
100-1410-7650	ALEX ROMO AUTO & TRUCK REPAI	Veh 10 Pm Service/Repair	205549		732.65
100-1410-7650	AUTOZONE	Truck 8 Fuel Cleaner	205552		9.07
100-1410-7650	RAY GASKIN SERVICE INC	Veh 5 (Dump Truck) Tail Gate Repair	205610		516.30
100-1410-7656	SUNWEST ENGINEERING	Underground Fuel Tank Training 7/21/16	205625		100.00
100-1410-7814	SUPERIOR PROPERTY SERVICES INC	Graffiti Removal 7/2016	205627		213.80
100-1410-7887	FRONTIER HARDWARE	Shop Supplies	205580		35.95
100-1410-7887	HOME DEPOT CREDIT SERVICES	Shop Supplies	205589		2.14
100-1410-7980	CHARLIE'S FENCE CO	Burger King Lot Fence Repair	205566		425.00
100-1410-7980	U.S. BANK	Hacienda Park Plants (Bamboo Pipeline)	205539	201504-Other Exp- SCE Landscape Mitiga	306.07
100-1410-7980	HORTIE-VAN INNOVATIONS MFG	City Logo Flags	205517		842.70
100-1410-7980	HOME DEPOT CREDIT SERVICES	Shop Gloves & Concrete	205589		60.36
100-1410-7980	HOME DEPOT CREDIT SERVICES	Tree Straps-Hunt Dr Tree Planting	205589		75.95
100-1415-7889	LANDSCAPE WAREHOUSE INC	Lower Ball field Irrigation Repairs	205591		233.89
100-1500	MARILYN MAYS	Advance-Duarte Boxing Show	205526		825.00
100-1605-7002	LISA ISLAS	P/R Deduction Overcollection	205519		74.62
100-1605-7002	PAMELA ROMERO	CPR Stipend	205612		76.92
100-1605-7614	STAPLES ADVANTAGE	Office Supplies	205624		71.75
100-1605-7650	ALEX ROMO AUTO & TRUCK REPAI	Veh 21 PM Service/Repair	205549		106.29
100-1605-7728	AYAZ MERCHANT	Red Wagon Scholarship	205597	201605 - Duarte's Promise - America's Pr	500.00

Council Warrant Register by Account

Payment Dates: 08/10/2016 - 08/23/2016

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1605-7728	LUPE VALERIO	AmeriCorps Bootcamp Expense Reimb	205544	201605 - Duarte's Promise - America's Pr	593.65
100-1605-7729	DOLPHIN RENTS INC	Concert Dance Floor Rental 7/27/16	205513		434.80
100-1605-7729	CARLOS MARTINEZ	Concerts in the Park Entertainment	205525		320.00
100-1605-7733	U.S. BANK	SC Igloo Quart Cooler (Amazon)	205542		60.56
100-1605-7733	U.S. BANK	SC Bioaire Fans/Stainless Beverage Tub (Costco)	205542		520.88
100-1605-7733	U.S. BANK	SC Netflix	205540		8.71
100-1605-7733	SMART & FINAL	SC Garden Party Dessert 7/29/16	205620		44.97
100-1605-7733	THE BASHFUL BUTLER LLC	SC Garden Party Dinner 7/29/16	205505		1,013.70
100-1605-7733	SMART & FINAL	SC Garden Party Dessert 7/28/16	205620		29.98
100-1605-7733	DR BRICE HARRIS JR	SC Middle East Alliances Lecture	205516		50.00
100-1605-7735	DUARTE CHAMBER OF COMMERCE	TC Movie Tickets-Special Event Prizes	205573		91.00
100-1605-7735	SMART & FINAL	TC Snack Bar Supplies	205620		25.14
100-1605-7735	STAPLES ADVANTAGE	TC Office Supplies	205624		179.21
100-1605-7735	MIGUEL VEGA	DJ-TC Back to School BBQ/Boxing Tournament	205635		150.00
100-1605-7735	HOME DEPOT CREDIT SERVICES	TC Patio Garden Plants	205589		147.99
100-1605-7736	U.S. BANK	Refund-Nature Camp 6/14/16 (Nat'l History Museum)	205542		-40.50
100-1605-7736	AGI ACADEMY	Instructor Fees-Computer Skills	205547		173.25
100-1605-7736	AGI ACADEMY	Instructor Fees-Critical Reading	205547		69.30
100-1605-7736	AGI ACADEMY	Instructor Fees-Math Workshop	205547		138.60
100-1605-7736	ALEJANDRO FUENTES	Instructor Fee-Circus Gymnastics	205581		551.25
100-1605-7736	BRICKS 4 KIDZ	Instructor Fee-Transportation Class	205560		200.00
100-1605-7736	SMART & FINAL	Nature Camp Snacks	205620		118.41
100-1605-7737	U.S. BANK	Lunch-Adult Trip 7/6/16 (HMS Bounty Restaurant)	205542		390.77
100-1605-7737	PALM CANYON HOTEL & RV RESOR	California Desert Tour Hotel 10/10/16	205529		3,280.55
100-1605-7737	BIG HORN RESTAURANT	California Desert Tour Meal 10/10/16	205506		718.99
100-1605-7737	DENNIS MAMMANA	California Desert Tour 10/10/16	205524		1,309.00
100-1605-7739	WEBER'S PRINTING	SC Newsletter 8/2016	205637		216.78
100-1605-7740	U.S. BANK	Adventure Club Trip 8/1/16 (Knott's Berry Farm)	205542		1,242.00
100-1605-7740	U.S. BANK	Adventure Club Trip 8/10/16 (Knott's Soak City)	205542		924.00
100-1605-7740	U.S. BANK	Adventure Club Trip 8/3/16 (Honda Center)	205542		790.00
100-1605-7740	U.S. BANK	Adventure Club Trip 8/9/16 (Knott's Berry Farm)	205542		1,242.00
100-1605-7740	SMART & FINAL	Adventure Club Water Bottles	205620		39.54
100-1605-7740	LUPE VALERIO	Adventure Club Meal (Honda Center)	205634		302.50
100-1605-7744	THE SAUCE CREATIVE SERVICES	Health Camp T-Shirts	205616		858.92
100-1605-7744	SMART & FINAL	TC Nutrition Council Summer Camp	205620		274.56
100-1605-7744	RALPHS GROCERY COMPANY	TC Teen Nutrition Council Gift Cards	205609		57.90
100-1605-7744	MARISOL ARIAS	Youthworks Internship Stipend	205504		200.00
100-1605-7744	FELIPE VALDEZ	Youthworks Internship Stipend	205543		200.00
100-1605-7744	MARISOL ARIAS	Youthworks Internship Stipend	205504		100.00
100-1605-7744	FELIPE VALDEZ	Youthworks Internship Stipend	205543		100.00
100-1605-7744	HEATHER HARRIS	Eat Move Live/COH-COD Stipend	205587		25.00
100-1605-7744	ELISE ALVAREZ	Eat Move Live/COH-COD Stipend	205550		25.00
100-1605-7744	DOUG ALVINO	Eat Move Live/COH-COD Stipend	205551		50.00
100-1605-7744	JEANETTE DE PATIE	Eat Move Live/COH-COD Stipend	205571		50.00
100-1605-7744	CHRISTOPHER TUCKER	Eat Move Live/COH-COD Stipend	205631		25.00
100-1605-7745	RESCUE SERVICES INTERNATIONAL	TC Boxing Show Ambulance 8/20/16	205530		600.00
100-1605-7745	CASSANDRA GONZALEZ	Youthworks Internship Stipend	205515		200.00
100-1605-7745	ALFREDO ALVARDO	Youthworks Internship Stipend	205503		200.00
100-1605-7745	CYNTHIA SIERRA	Youthworks Internship Stipend	205534		200.00
100-1605-7745	LINDSAY E LATHROP	Youthworks Internship Stipend	205520		200.00
100-1605-7745	EMILY DIAZ	Youthworks Internship Stipend	205512		200.00
100-1605-7745	LINDSAY E LATHROP	Youthworks Internship Stipend	205520		100.00
100-1605-7745	ALFREDO ALVARDO	Youthworks Internship Stipend	205503		100.00
100-1605-7745	CASSANDRA GONZALEZ	Youthworks Internship Stipend	205515		100.00
100-1605-7745	EMILY DIAZ	Youthworks Internship Stipend	205512		100.00
100-1605-7745	CYNTHIA SIERRA	Youthworks Internship Stipend	205534		100.00
100-1605-7745	BENJAMIN LIRA	Boxing Ring Rental	205521		500.00
100-1605-7980	U.S. BANK	Colored Ink/Cleaner (Graphic Design Marketing)	205542		281.75
100-1605-7980	U.S. BANK	Swim Team Caps (Swimoutlet.com)	205542		349.23
100-1605-7980	SMART & FINAL	TBall & Summer Park Supplies	205620		40.48

Council Warrant Register by Account

Payment Dates: 08/10/2016 - 08/23/2016

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1605-7980	SMART & FINAL	Rita's Cooking Supplies	205620		63.42
100-1605-7980	SMART & FINAL	Cooking With Rita Supplies	205620		50.39
100-1605-7980	S & S WORLDWIDE	2016 Summer Park Supplies	205532		22.89
100-1610-7616	LINCOLN AQUATICS	Lifeguard Chair Umbrella	205593		124.49
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	205582		498.83
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	205582		796.14
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	205582		626.68
100-1610-7617	POOL & ELECTRICAL PRODUCTS IN	Pool Chemicals	205606		120.43
100-1610-7618	MITY-LITE INC	Senior Center Tables	205600		1,220.92
100-1610-7618	U.S. BANK	CC Lectern Microphone (Digital Networks Group)	205542		232.82
100-1610-7618	U.S. BANK	Cmty Ctr PA System (Anchor Audio Store)	205542		2,903.76
100-1610-7618	FRONTIER HARDWARE	Drinking Fountain/Park Keys/Cleaning Supplies	205580		134.88
100-1610-7618	FRONTIER HARDWARE	Truck Supplies (Facility Maint)	205580		50.10
100-1610-7618	FRONTIER HARDWARE	Moore Park Light Fixture	205580		19.59
100-1610-7618	FRONTIER HARDWARE	Encanto Pk Bldg Bucket/Mop	205580		42.50
100-1610-7618	SMART & FINAL	CC/Council Supplies	205620		33.11
100-1610-7618	SMART & FINAL	SC Coffee Supplies	205620		248.71
100-1610-7618	TRAFFIC MANAGEMENT INC	Council Parking Barricades	205630		442.80
100-1610-7618	WORTHINGTON DIRECT	Universal Chair Dolly	205638		1,637.28
100-1610-7618	WORTHINGTON DIRECT	Superb Stack Chair	205638		7,390.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	Paint	205589		46.54
100-1610-7618	HOME DEPOT CREDIT SERVICES	Town Center Plants	205589		139.09
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	205636		206.47
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	205636		401.82
100-1610-7618	HOME DEPOT CREDIT SERVICES	Misc Supplies/Repairs	205589		42.76
100-1610-7618	WORTHINGTON DIRECT	Discount for Chair Order	205638		-200.00
100-1610-7618	B & K ELECTRIC WHOLESALE	Flag Pole Light	205554		156.79
100-1610-7652	CHARLIE'S FENCE CO	Otis Gordon Baseball Backstop Repairs	205566		575.00
100-1610-7652	DEWEY PEST CONTROL INC	Pest Control Svcs-N Yard 8/2016	205572		38.00
100-1610-7652	UNITED SITE SERVICES	Portable Toilet Rent 7/19/16 - 8/15/16	205633		88.67
100-1610-7652	MERRY PLUMBING COMPANY	FC Rooter Service (Main Line Stoppage)	205598		159.75
100-1610-7652	MONROVIA LOCK SHOP	SC Door Repairs	205601		180.00
100-1610-7652	MONROVIA LOCK SHOP	Duarte Pl Bldg/Pool Gate Lock Repairs	205601		205.00
100-1610-7652	JOE'S JANITORIAL SERVICE	CH/CC Restroom Floors Clean/Wax	205590		400.00
100-1610-7652	ACCO ENGINEERED SYSTEMS	Teen Ctr HVAC Maint 7/31/16 - 9/30/16	205546		963.00
100-1610-7652	DEWEY PEST CONTROL INC	Pest Control Svcs-Town Ctr 8/2016	205572		164.00
100-1610-7652	BURRTEC WASTE SERVICES LLC	Trash Svcs-3rd St Bldg 8/2016	205507	210039- Bldg Maint Services - Montessori	119.67
100-1610-7652	POST ALARM SYSTEMS	S Yard Alarm Monitoring 9/1/16 - 9/30/16	205607		42.00
100-1610-7652	SHRED-IT USA LLC	Montessori Cleanup 8/1/16	205618	210039- Bldg Maint Services - Montessori	522.45
100-1610-7830	U.S. BANK	SC Elevator 911-Vonage	205540		18.53
100-1610-7830	THE TECHNOLOGY DEPOT INC	3 New EOC Phone Lines	205628		120.00
100-1610-8100	CAL BLEND SOILS INC	Aloysia Moore Park Improvements	205562	201621-Other Cap ImprovSCE A. Moore P	1,316.18
100-1610-8100	MIRACLE RECREATION EQUIPMENT	No Fault Poured-in-Place Rubber Safety Surface	205599	201620-Other Cap Imprv-SCE Parks Plygr	16,930.67
100-1805-7610	U.S. BANK	Kristine S-Communications Skills Seminar 7/19/16	205540		50.00
100-1805-7980	U.S. BANK	Microsoft Office 365 6/28/16 - 7/25/16	205540		12.00
100-1810-7660	CALIFORNIA STATE DEPARTMENT	Fingerprint Apps 7/2016	205564		64.00
100-1810-7660	CMC LIVESCAN & NOTARY SERVICE	Livescan Services 7/2016	205508		60.00
100-1810-7980	NAVIA BENEFIT SOLUTIONS	FSA Processing Fee 7/2016	205527		65.00
100-1815-7632	U.S. BANK	Parks & Rec/Pam Adobe Creative Cloud	205540		49.99
100-1815-7632	U.S. BANK	Admin/Yesenia Adobe Creative Cloud	205540		49.99
100-1815-7632	U.S. BANK	Admin Svcs/Roxanne Adobe Creative Cloud	205540		49.99
100-1815-7632	U.S. BANK	Admin/Marla, Jackie Adobe Creative Cloud	205540		49.99
100-1815-7632	U.S. BANK	PS/Susie Adobe Creative Cloud	205540		49.99
100-1820-7771	UNITED PUMPING SERVICE INC	Illicit Discharge into City Streets CE16-883	205632		3,714.90
100-1825-7614	STAMP-OUT	2 A/P Approval for Payment Stamps	205623		160.29
100-1825-7626	TOTAL FUNDS BY HASLER	Postage for Meter	205537		5,000.00
100-1825-7630	MAILFINANCE	Postage Machine Lease 8/23/16 - 11/22/16	205523		352.72
100-2026	DEBORAH TOMASSO	Equipment Deposit Refund	205535		25.00
100-2026	MAURICE COHRAM	Equipment Deposit Refund	205509		25.00
100-2120	MAURILIO LOPEZ JR	CC Rent Deposit Refund	205522		500.00

Council Warrant Register by Account

Payment Dates: 08/10/2016 - 08/23/2016

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-2120	MARIA GONZALEZ	CC Rent Deposit Refund	205584		500.00
100-2120	CYNTHIA CRAIG	ROP Bldg Rent Deposit Refund	205568		150.00
100-2120	ROBIN CONAWAY	Gazebo Rental Deposit Refund	205567		50.00
100-2120	JORGE TORRES	Pool Rent Deposit Refund	205536		200.00
100-2120	MYLA BASALLAJE	Gazebo Rent Deposit Refund	205555		50.00
100-2120	VERONICA GARCIA	Gazebo Rent Deposit Refund	205583		50.00
100-2120	MARIA HUERTA	CC Rent Deposit Refund	205518		500.00
100-2120	AURORA BERUMEN	CC Rent Deposit Refund	205557		500.00
100-2120	ADRIANA MORALES	Gazebo Rent Deposit Refund	205603		50.00
100-2120	RUDY GUTIERREZ	Cash Bond Refund-2584 Fernley	205586		1,000.00
100-2120	LILIT AVAGYAN	Pool Rent Deposit Refund	205553		200.00
100-2121	OLD TOWN SIGN COMPANY LLC	Military Banner-C Contreras	205604		109.00
100-2121	OLD TOWN SIGN COMPANY LLC	Military Banner-C David	205604		109.00
100-2121	OLD TOWN SIGN COMPANY LLC	Military Banner-O Cerda	205604		109.00
100-2121	FEDEX	Document Delivery	205577		68.46
100-2123	U.S. BANK	Special Event Insurance 4/1/16 - 6/30/16	205542		1,946.00
100-4402	MAURILIO LOPEZ JR	Cleaning Fee	205522		-250.00
100-4402	MARIA GONZALEZ	Deputy No Show Refund	205584		210.00
100-4402	AURORA BERUMEN	Cleaning/Damage/Overtime/Admin Fee	205557		-460.00
100-4801	ROSEMARIE FLORES	Class Refund-Young Rembrandts	205579		36.00
100-4801	JUN WANG	Class Refund-Young Rembrandtz	205545		36.00
100-4801	JUN WANG	Class Refund-Cartoon Drawing	205545		36.00
100-4904	COUNTY OF LOS ANGELES REGISTR	NOE Filing-1740 Huntington Dr #311	205511		75.00
Fund 100 - GENERAL FUND Total:					286,148.29

Council Warrant Register by Account

Payment Dates: 08/10/2016 - 08/23/2016

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 220 - GAS TAX FUN					
220-2210-7812	SUPERIOR PAVEMENT MARKINGS I	Citywide School Zone Painting	205626		7,448.30
Fund 220 - GAS TAX FUN Total:					7,448.30

Council Warrant Register by Account

Payment Dates: 08/10/2016 - 08/23/2016

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2405-7888	FRONTIER HARDWARE	Citywide Street Light Repairs	205580		6.53
240-2405-7888	HOME DEPOT CREDIT SERVICES	Citywide Street Light Repairs	205589		27.70
240-2405-7888	HOME DEPOT CREDIT SERVICES	Street Light Repair-Hunt @ Mt Olive	205589		149.85
240-2410-7896	BUTLER BOX & STAKE INC	Tree Planting Supplies	205561		1,695.00
240-2426-7887	LANDSCAPE WAREHOUSE INC	Mikes Ctr Irrigation Repairs	205591		246.71
240-2434-7887	FRONTIER HARDWARE	Backflow Cage Install	205580		30.48
240-2434-7887	FRONTIER HARDWARE	Backflow Cage Install	205580		7.62
240-2434-7887	HOME DEPOT CREDIT SERVICES	Backflow Cage	205589		47.37
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					2,211.26

Council Warrant Register by Account

Payment Dates: 08/10/2016 - 08/23/2016

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7613	CURO MANAGED PRINT PRODUCTI	Bus Signs	205569		320.81
440-4405-7650	FRONTIER HARDWARE	South Yard Supplies	205580		21.71
440-4405-7673	BDA MORNEAU SHEPELL	Drug/Alcohol Testing & Background Check 6/16	205556		234.50
440-4405-7814	SUPERIOR PROPERTY SERVICES INC	Graffiti Removal 7/2016	205627		320.70
440-4405-7887	ALEX ROMO AUTO & TRUCK REPAI	Veh 26 PM Service/Repair	205549		100.18
440-4405-7887	FLEET SERVICE SPECIALIST LLC	Bus 104 Fan Belt/Tail Light Replace	205578		180.00
Fund 440 - PROPOSITION A TRANSIT FUND Total:					1,177.90
Grand Total:					296,985.75

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	286,148.29
220 - GAS TAX FUN	7,448.30
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	2,211.26
440 - PROPOSITION A TRANSIT FUND	1,177.90
Grand Total:	296,985.75

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7641	Travel & Exp - Fasana	545.00
100-1005-7642	Travel & Exp - Finlay	130.00
100-1005-7646	Travel & Exp - Paras	20.00
100-1005-7647	Travel & Exp - Reilly	20.00
100-1005-7980	Other Expenses	243.45
100-1010-7610	Travel, Mtgs & Conf	1,116.19
100-1010-7612	Publications and Dues	185.00
100-1010-7650	Vehicle Maintenance	111.68
100-1010-7651	Election Services	21.80
100-1010-7670	Legal Notices	1,491.08
100-1010-7980	Other Expenses	27.82
100-1020-7716	Special Community Even	590.20
100-1020-7722	City Web Site	2,964.50
100-1020-7726	Council Cablecasting	1,699.99
100-1205-7610	Travel, Mtgs & Conf	20.00
100-1205-7612	Publications and Dues	250.00
100-1205-7614	Office Supplies	139.25
100-1205-7615	Emergency Supplies	48.42
100-1205-7650	Vehicle Maintenance	1,227.76
100-1205-7655	Emergency Services	140.00
100-1205-7762	Parking Pass Kiosk Costs	850.50
100-1205-7779	Youth Programs	794.45
100-1205-7780	Animal Control	345.55
100-1205-7781	Contract Law Enforceme	38.72
100-1205-7980	Other Expenses	89,999.48
100-1205-7984	Gang Interv Cal Grip FY1	60.00
100-1211	Computer Loan Program	483.47
100-1405-7612	Publications and Dues	15.99
100-1405-7613	Duplications And Photos	517.64
100-1405-7614	Office Supplies	72.81
100-1405-7800	Building Department Ser	13,848.45
100-1405-7965	Professional Services	58,157.01
100-1405-7969	City Engineer	6,916.25
100-1405-7975	Economic Development	616.71
100-1405-7980	Other Expenses	9,390.00
100-1405-8100	Other Capital Improvem	10,994.72
100-1410-7621	Other Supplies	43.55
100-1410-7630	Equipment Rentals	80.04
100-1410-7636	Uniforms	513.38
100-1410-7650	Vehicle Maintenance	2,042.67
100-1410-7656	Emergency Generator	100.00
100-1410-7814	Graffiti Removal	213.80
100-1410-7887	Repairs & Replacements	38.09
100-1410-7980	Other Expenses	1,710.08
100-1415-7889	Repairs-Sports Park	233.89
100-1500	Advances	825.00
100-1605-7002	Regular Salaries	151.54
100-1605-7614	Office Supplies	71.75
100-1605-7650	Vehicle Maintenance	106.29

Account Summary

Account Number	Account Name	Payment Amount
100-1605-7728	Americorp's VIP Progra	1,093.65
100-1605-7729	Concerts In The Park	754.80
100-1605-7733	Senior Center	1,728.80
100-1605-7735	Teen Center	593.34
100-1605-7736	Recreation Classes	1,210.31
100-1605-7737	Adult Excursions	5,699.31
100-1605-7739	Publicity	216.78
100-1605-7740	Youth Excursions	4,540.04
100-1605-7744	Nutrition Program Costs	1,966.38
100-1605-7745	Boxing Program	2,600.00
100-1605-7980	Other Expenses	808.16
100-1610-7616	Pool Supplies	124.49
100-1610-7617	Pool Chemicals	2,042.08
100-1610-7618	Building Supplies	15,149.94
100-1610-7652	Building Maint Services	3,457.54
100-1610-7830	Telephones	138.53
100-1610-8100	Other Capital Improvem	18,246.85
100-1805-7610	Travel, Mtgs & Conf	50.00
100-1805-7980	Other Expenses	12.00
100-1810-7660	Other Services	124.00
100-1810-7980	Other Expenses	65.00
100-1815-7632	Software Maintenance	249.95
100-1820-7771	Repair Of City Property	3,714.90
100-1825-7614	Office Supplies	160.29
100-1825-7626	Postage	5,000.00
100-1825-7630	Equipment Lease	352.72
100-2026	EE Equipment Deposit	50.00
100-2120	Refundable Deposits	3,750.00
100-2121	Pass Through Deposits	395.46
100-2123	Special Event Insurance	1,946.00
100-4402	Community Center Rent	-500.00
100-4801	Recreation Class Fees	108.00
100-4904	Zoning Fees	75.00
220-2210-7812	Street Striping & Markin	7,448.30
240-2405-7888	Repairs-Citywide	184.08
240-2410-7896	Tree Planting-Citywide	1,695.00
240-2426-7887	Repairs & Replacements	246.71
240-2434-7887	Repairs & Replacements	85.47
440-4405-7613	Duplications And Photos	320.81
440-4405-7650	Vehicle Maintenance	21.71
440-4405-7673	Physical Exams	234.50
440-4405-7814	Graffiti Removal	320.70
440-4405-7887	Repairs & Replacements	280.18
Grand Total:		296,985.75

Project Account Summary

Project Account Key	Payment Amount
None	200,415.05
201406-Prof Serv-City of Hope EIR Reimb	12,352.76
201504-Other Exp- SCE Landscape Mitigation	306.07
201603-Prof Svcs-Town Center Proj	45,804.25
201605 - Duarte's Promise - America's Promise Exp	1,093.65
201616-Other Expenses-CalGrip FY2016-17	18,125.00
201620-Other Cap Imprv-SCE Parks Plygrnd Equip Rep	16,930.67
201621-Other Cap ImprovSCE A. Moore Park Landscape	1,316.18
210039- Bldg Maint Services - Montessori School	642.12
Grand Total:	296,985.75

MEMORANDUM

To: The Honorable Mayor and City Council

From: Brian Villalobos; Director of Public Safety Services

Subject: City Council Acceptance of Completion for New Regulatory Sign Installation

Date: August 16, 2016

Recommended Action

Staff recommends that the City Council accept the project "New Regulatory Sign Installation" and authorize the City Clerk to initiate the Notice of Completion.

Background:

Notices Inviting Proposals were advertised in April 2016, and proposals were received until April 28, 2016. This project required the contractor to install approximately 372 "No Parking – Street Sweeping" signs throughout the designated Area 2 of the street sweeping map. The contract for this project was awarded to Superior Pavement Markings in the amount of \$73,123.56.

Superior Pavement Markings at 5312 Cypress Street, Cypress, California, 90630, has satisfactorily completed the above project. There were no change orders issued for this project. The final project cost based on the number of actual signs installed plus hardware was \$71,181.14.

Fiscal Impact:

The funding source for this project consisted of general funds.



City of Duarte

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

August 23, 2016

Mayor
Samuel Kang
Mayor Pro Tem
Margaret E. Finlay
Councilmembers
John Fasana
Tzeitel Paras-Caracci
Liz Reilly
City Manager
Darrell George

**RE: Letter of Support for Foothill Family Service's
Combined Application for Early Head Start-Child Care
Partnerships and Early Head Start Expansion**

To Whom It May Concern:

The City of Duarte is writing this letter of support on behalf of Foothill Family Service's U.S. Department of Health and Human Services' division of Administration for Children and Families and Office of Head Start *Combined Application for Early Head Start-Child Care Partnerships and Early Head Start Expansion* expected to serve the cities of Azusa, Baldwin Park, Covina, Duarte, El Monte, and La Puente in Los Angeles County.

We believe that the EHS-CC partnerships and Expansion proposed by Foothill Family Service will create high quality, early learning, and development opportunities for the most vulnerable infants and toddlers in our community. Furthermore, it will enhance and support early learning settings and provide new, full-day, comprehensive services that meet the needs of working families, and prepare children for the transition into preschool.

We have had a collaborative relationship with Foothill Family Service since 2000. In this capacity, we provide Youth and Family Ad Hoc Committee partnerships as well as Healthy Cities Collaborative partnerships for resource and program service sharing and networking opportunities. If awarded this grant, we will establish a Memorandum of Understanding (MOU) with Foothill Family Service to provide referrals, possible trainings, and resources to our services, and expand the efforts of the Healthy Cities Collaborative to create a healthier community with a focus of attention on children's nutrition, exercise, and mental health needs, and peer mentoring by adults to teach parents about living a healthier life. In turn, Foothill Family Service will accept referrals to the Early Head Start program and partner together to enhance services for children and families in our community. Foothill Family's comprehensive programs can also serve children, individuals, and families in need of mental health and social services, and provide them with case management and counseling, among other supportive services. The collaborative approach between our agencies provides an opportunity for low-income families to achieve their goals and support school readiness for at-risk infants and toddlers throughout the San Gabriel Valley in Los Angeles County.

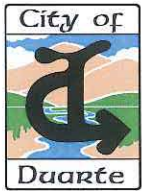
We commit to supporting Foothill Family Service's Early Head Start Application.

Sincerely,

Samuel Kang
Mayor

Named "Most Business Friendly City 2012" by LAEDC

 = Brand of the original Andres Duarte Rancho



MEMORANDUM

Date: August 23, 2016

To: Mayor and Duarte City Council

From: Kristen Johnston, Associate Planner

Subject: **Adoption of Ordinance 16-O-06 (second reading)** - Municipal Code Amendment 16-03; Adding Chapter 16.05 to the Duarte Municipal Code relating to safety assessment placards used by the City to denote the condition of buildings following an earthquake, other emergency or natural disaster.

At its August 9, 2016 meeting, the City Council considered Municipal Code Amendment 16-03 at a duly notified public hearing and introduced Ordinance 16-O-06 to amend the Duarte Municipal Code (DMC) adding Chapter 16.05, establishing the protocols for the use of safety assessment placards. Safety assessment placards are used to indicate the condition of a structure for continued, restricted or prohibited occupancy following an earthquake, other emergency or natural disaster. The Council voted unanimously to approve the first reading Ordinance 16-O-06.

Staff recommends adoption of the attached Ordinance for second reading. If adopted, Ordinance 16-O-06 will become effective 30 days from the date of adoption.

ORDINANCE NO.**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA ADDING CHAPTER 16.05 TO THE DUARTE MUNICIPAL CODE RELATING TO SAFETY ASSESSMENT PLACARDS USED BY THE CITY TO DENOTE THE CONDITION OF A STRUCTURE TO COMMUNICATE ALLOWED, RESTRICTED OR PROHIBITED OCCUPANCY OF BUILDINGS FOLLOWING AN EARTHQUAKE, OTHER EMERGENCY OR NATURAL DISASTER**

WHEREAS, the City of Duarte General Plan states that it is the intent of the City to “protect the citizens, their property and public facilities from natural and man-made hazards” (Safety Goal 1); and, “to establish, maintain, and develop an awareness on the part of all citizens of Duarte how to react, protect themselves and each other, as well as how to survive in the event of a natural or man-made disaster or danger” (Safety Goal 2); and

WHEREAS, safety assessment placards have been widely used in past earthquakes to denote the condition of buildings and structures to protect property owners, occupants, and the general public; and

WHEREAS, safety assessment placards that have been officially adopted by a local jurisdiction carry the weight of law and are enforceable by local law enforcement if necessary; and

WHEREAS, only authorized representatives of a jurisdiction who are certified Post-Disaster Safety Assessment Program (SAP) evaluators may place official safety assessment placards; and

WHEREAS, the California Building Officials (CALBO) and the California Emergency Management Agency (CalEMA) encourage all jurisdictions to adopt the Applied Technology Council’s ATC-20 placards, in order to have a uniform placard system in place throughout the state; therefore

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

SECTION 1. CHAPTER 16.05 ADDED

Title 16 of the Duarte Municipal Code is hereby amended by adding Chapter 16.05 to read as follows:

Chapter 16.05. Safety Assessment Placards.**Sections:**

16.05.010 Intent

16.05.020 Application of Provisions

16.05.030 Definitions

16.05.040 Safety Assessment

16.05.050 Placards
 16.05.060 Enforcement
 16.05.070 Violation

Section 16.05.010 Intent

This chapter establishes standard placards to be used to indicate the condition of a structure for continued occupancy. The chapter further authorizes the Building Official and his or her authorized representatives to post the appropriate placard at each entry point to a building or structure upon completion of a safety assessment.

16.05.020 Application of Provisions

The provisions of this chapter are applicable to all buildings and structures of all occupancies regulated by the City of Duarte, County of Los Angeles. The City Council may extend the provisions as necessary.

16.05.030 Definitions

As used in this chapter, the following definitions shall apply:

Authorized safety evaluator means an authorized City representative who is a certified Post-Disaster Safety Assessment Program (SAP) evaluator.

Building Official means the Building Official of the City of Duarte and/or his or her authorized designee.

Person means and includes any individual, partnership, corporation, limited liability company, association or other organization or entity.

Safety assessment is a visual, non-destructive examination of a building or structure for the purpose of determining the condition for continued occupancy.

16.05.040 Safety Assessment

The Building Official and/or an authorized safety evaluator is hereby authorized to enter any building or structure within the City of Duarte at reasonable times to conduct a safety assessment pursuant to this chapter. If such building or structure is occupied, the Building Official and/or authorized safety evaluator shall present his or her credentials to the occupant and request entry. If such building or structure is unoccupied, the Building Official and/or authorized safety evaluator shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or structure and request entry. If entry is not authorized, the Building Official and/or authorized safety evaluator shall have recourse to the remedies provided by law to secure entry.

16.05.050 Placards

A. After conduction a safety assessment of a building or structure, the Building Official and/or authorized safety evaluator shall make a determination as to whether the building

or structure is safe for occupancy, safe for restricted use, or unsafe for occupancy. Once the Building Official and/or authorized safety evaluator makes such determination, he or she shall place or cause to be placed at each entry point of the building or structure a placard indicating its conditions for continued occupancy.

B. Based upon the Building Official's and/or authorized safety evaluator's determination, one of three placards shall be placed at each entry point of a building or structure. The following are verbal descriptions of the three type of placards to be used to designate the condition and permissible continued occupancy of buildings or structures as follows:

- (1) **INSPECTED – Lawful Occupancy Permitted** is to be posted on any building or structure wherein no apparent structural hazard has been found. This placard is not intended to mean that there is no damage to the building or structure.
- (2) **RESTRICTED USE** is to be posted on each building or structure that has been damaged wherein the damage has resulted in some form of restriction to the continued occupancy. The individual who posts this placard will note in general terms the type of damage encountered and will clearly and concisely note the restrictions on continued occupancy.
- (3) **UNSAFE – Do Not Enter or Occupy** is to be posted on each building or structure that has been damaged such that continued occupancy poses a threat to life safety. Buildings or structures posted with this placard shall not be entered under any circumstance except as authorized in writing by the Building Official, or his or her authorized representative and/or authorized safety evaluator. Safety assessment teams shall be authorized to enter these buildings at any time. This placard is not to be used or considered as a demolition order. The individual who posts this placard will note in general terms the type of damage encountered.

C. This ordinance number, and the address, and phone number of the City of Duarte Community Development Department shall be permanently affixed to each placard.

16.05.060 Enforcement

City building inspectors, code enforcement officers, and Los Angeles County Sheriff's deputies are authorized to enforce the restrictions identified on a placard in any manner authorized by law, including but not limited to the abatement provisions set forth in Chapter 9.32, to cause the premises to be vacated and secured to ensure conformance with the placard restrictions.

16.05.070 Violation

A. It is unlawful for any person to enter, occupy or use a building or structure, or portion thereof, at a time or in a manner that does not conform to the restrictions identified on a placard, except as follows:

1. A person may enter a building or structure, or portion thereof, with the prior written authorization of the Building Official and/or authorized safety evaluator. Such entry must be in full conformance with the restrictions set forth in the written authorization.

B. It is unlawful for any person, other than the Building Official and/or authorized safety evaluator, to remove, alter, deface or cover a placard that has been posted on a building or structure.

C. Any person violating the provisions of this chapter may be deemed guilty of a misdemeanor and, upon determination thereof, shall be punishable pursuant to Chapter 1.08 DMC.

SECTION 2. CEQA DETERMINATION.

In adopting this Resolution, the Planning Commission finds that the project is both statutorily and categorically exempt from the California Environmental Quality Act (CEQA) pursuant to the following exemptions and each of them independently: Section 15309, relating to "Inspections", which exempts activities limited entirely to inspections, to check for performance of an operation, or quality, health, or safety of a project. Therefore, no further environmental review is necessary. A notice of exemption will be prepared for this project.

SECTION 3. SEVERABILITY.

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

SECTION 4. 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 5. 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 _____, 2016.

Mayor Samuel Kang

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

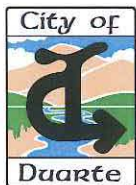
I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Ordinance No. ____ was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the ____ day of _____, 2016, by the following Roll Call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California



AGENDA MEMO

TO: MAYOR KANG AND MEMBERS OF THE DUARTE CITY COUNCIL

FROM: Karen A. Herrera, Deputy City Manager

SUBJECT: Los Angeles County Department of Children and Family Services Request for City Co-Sponsorship

DATE: 8/23/16

RECOMMENDATION: That the Duarte City Council, by motion, co-sponsor the Los Angeles County Department of Children and Family Services (DCFS) Foster Care and Adoption Recruitment Event on Saturday, October 15, 2016.

BACKGROUND: DCFS is requesting the City of Duarte officially co-sponsor its recruitment event designed to identify foster and adoptive families on Saturday, October 15, 2016 at the Barrio Action Family & Youth Center.

DISCUSSION: DCFS provides a myriad of services including "Share Your Heart, Share Your Home", events that consist of a series of workshops and expos administered through the Adoption and Permanency Resources Division. This division strives to recruit, study, prepare and support foster and adoptive families who can provide healthy, stable, loving, temporary and permanent homes to children that cannot safely live with their birth parents.

The seminar will take place on Saturday, October 15, 2016, from 11:00 am to 1:00 pm at the Barrio Action Family & Youth Center, 4927 Huntington Drive North, Suite 100, Los Angeles, CA 90501. Participants will be able to hear from, and talk to, various expert providers who can help navigate through the process of adoption and/or becoming a foster parent. They will also have the opportunity to meet wonderful youth in need of a permanent family.

In terms of co-sponsorship, the City may provide volunteers, access to City marketing venues, create a press release, post on both the electronic sign and community calendar, etc. They are also requesting to use the City logo on all outreach materials associated with the event.

FISCAL IMPACT: None

ATTACHMENT: "Share Your Heart, Share Your Home" Foster Care and Adoption Recruitment Event Flyer



Share Your Heart ♥♥♥ Share Your Home



**Learn How to Become
a Foster or Adoptive
Parent or Weekend Host**



Saturday, October 15, 2016

11AM-1PM

Barrio Action Family & Youth Center

4927 Huntington Drive North

Suite 100

Los Angeles, CA 90501

RSVP

888-811-1121

To learn more:

visit ShareYourHeartLA.org



Lunch will be provided

Department of Children and Family Services in Partnership With: Councilmember, Jose Huizar &

PROTOTYPES

CITY OF PASADENA

PASADENA UNIFIED SCHOOL DISTRICT

SYCAMORE PARK FOURSQUARE CHURCH

CITY OF DUARTE

DUARTE UNIFIED SCHOOL DISTRICT

OPTIMIST FOSTER FAMILY AGENCY

USC HOSPITAL

LOS ANGELES POLICE DEPARTMENT

PASADENA CITY COLLEGE



Underground parking available off of Rosemead street or across-off of Navarro street/behind AM/PM



Comparta Su Corazon



Comparta Su Hogar



**Aprenda Como Converirse
En un Padre De Crianza o
Adoptivo o en un Anfitrión
De Fin De Semana**



Sabado, Octubre 15, 2016

11AM-1PM

**Barrio Action Family & Youth Center
4927 Huntington Drive North
Suite 100
Los Angeles, CA 90501**

RSVP

888-811-1121

**Para aprender mas:
visite ShareYourHeartLA.org**



Se proveerá almuerzo

Department of Children and Family Services in Partnership With: Councilmember, Jose Huizar &

PROTOTYPES

CITY OF PASADENA

PASADENA UNIFIED SCHOOL DISTRICT

SYCAMORE PARK FOURSQUARE CHURCH

CITY OF DUARTE

DUARTE UNIFIED SCHOOL DISTRICT

OPTIMIST FOSTER FAMILY AGENCY

USC HOSPITAL

LOS ANGELES POLICE DEPARTMENT

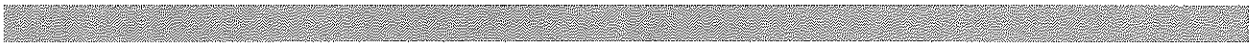
PASADENA CITY COLLEGE



Underground parking available off of Rosemead street or across-off of Navarro street/behind AM/PM

MEMORANDUM

TO: Mayor and Councilmembers
FROM: Darrell J. George, City Manager
DATE: August 18, 2016
SUBJECT: Conference Attendance – City Council Meeting of August 23, 2016



San Gabriel Valley Economic Partnership
Awards Gala
September 10, 2016
Sheraton Fairplex Hotel & Conference Center, Pomona
Cost: \$250 per person



San Gabriel Valley

Awards Gala

September 10, 2016

The San Gabriel Valley Annual Awards Gala honors outstanding individuals and organizations in the San Gabriel Valley who are making a significant contribution to the quality of life and economic vitality of the region.

ENVIRONMENTAL LEADERSHIP AWARD
Kaiser Permanente

EXCELLENCE IN EDUCATIONAL PATHWAYS AWARD
City of Hope / Duarte Unified School District

LIFETIME ACHIEVEMENT AWARD
Cynthia Kurtz

CHAIRMAN'S AWARD
David Reyno, Foothill Transit

SMALL BUSINESS OF THE YEAR
Pacific Plate Brewery

BUSINESS OF THE YEAR
Majestic Realty

RSVP

COST: \$250

Christina Garcia
626-856-3400
cgarcia@sgvpartnership.org

Reception

6:30 p.m.

Dinner and Awards

7:30 p.m.

**Sheraton Fairplex Hotel &
Conference Center**

601 W. McKinley Ave.
Pomona, CA 91768



MEMORANDUM

TO: Mayor and City Council
FROM: Craig Hensley, Community Development Director *CH*
DATE: August 23, 2016
SUBJECT: Exclusive Negotiating Agreement with MJW Investments, LLC for the Properties 1415-1437 Huntington Drive to Consider a Possible Mixed Use Development and a Professional Services Agreement for Real Estate Advisory Services with Rosenow Spevacek Group Inc. (RSG) and a \$30,000 Budget Amendment

Staff recommends that the City Council authorize the City Manager to sign an Exclusive Negotiating Agreement (ENA) with MJW Investments, LLC (Walbern Development), to consider the possible development of the City's Housing Authority properties, currently vacant, at 1415-1437 Huntington Drive. Also, that the City Council authorize the City Manager to enter into a Professional Services Agreement with Rosenow Spevacek Group (RSG) for real estate advisory services to provide detailed analysis of the possible land sale. Staff also recommends a \$30,000 budget amendment to the Fiscal year 2016-17 budget for the RSG contract. This amount will be covered the nonrefundable deposit from MJW Investments required as part of the ENA.

The Housing Authority properties from 1415-1437 Huntington Drive total approximately 2.29 acres (99,877 square feet) and have been vacant for some time. The proposed ENA does not require the City to agree to sell the properties but allows the City and the developer to negotiate a potential land sale and preliminary project design for a mixed use development for the site.

Staff met with several developers regarding the possible development of the site, prior to recommending Walbern Development as the preferred developer. Walbern's representative, Matt Waken, has shown an ability to work to help address the City's goals for the area, has been willing to work on preliminary designs and is willing to develop a project similar to designs developed as part of the upcoming Town Center Specific Plan.

Walbern Development has a significant amount of experience working on projects of this scale. Some examples are: The Residences at Five Creek in Rohnert Park, CA where they are building a 12.6 acre site with 135 residential units, 34,300 square feet of commercial and a 132 room hotel. They are building Gateway Village in Laguna Niguel,

with 351 residential units on a 7.6 acre site. In West Hollywood they are building Domain, a project with 166 units and 9,300 square feet of commercial.

The proposed ENA calls for the developer pay a non-refundable deposit of \$35,000 that will be used for attorney's fees and a real estate analysis that will determine the property value and eventual sale price. The ENA also requires the developer to meet with the adjoining property owner to the west and discuss possible property acquisition to expand the project and better implement the zoning for the area.

Also requested is authorization for the City Manager to initiate a contract with Rosenow Spevacek Group Inc. (RSG), in the amount of \$30,000, for real estate advisory services to evaluate the development pro forma and estimate fair market value of the City owned properties. RSG will not only conduct a detailed analysis of the pro forma and develop a fair market value for the properties but also assist the Staff in real estate negotiations to assist in developing a purchase and sale agreement that is acceptable to both the City and the developer.

The City recently used RSG for the real estate analysis for the Third Street property sale and received an excellent product in a timely manner. We feel the RSG is highly qualified to complete this work and will provide the City with the best possible advice in achieving a fair sale price for the properties.

This is also a request for a \$30,000 general fund budget amendment to cover the contract. The entire cost of this contract will be covered by the nonrefundable deposit required, as part of the ENA.

Attachments: Exclusive Negotiating Agreement
RSG Proposal for Services

EXCLUSIVE NEGOTIATING AGREEMENT

THIS EXCLUSIVE NEGOTIATING AGREEMENT ("Agreement") is made and entered into as of _____, 2016, by and between the **CITY OF DUARTE**, a public body corporate and politic ("**City**"), and **MJW INVESTMENTS, LLC**, a California limited liability company ("**Developer**"). City and Developer are sometimes referred to in this Agreement, each individually, as a "**Party**," or, collectively, as the "**Parties**." City and Developer enter into this Agreement with reference to the following recited facts (each a "**Recital**")

RECITALS

The following recitals are a substantive part of this Agreement.

A. Developer desires to develop the following properties owned by the City acting as the Duarte Housing Authority, located at 1415 to 1437 Huntington Drive, and designated as (Assessor's Parcel Numbers 8530-004-900, 901 and 904, (collectively, the "**Site**"). The Site is shown on the Site Map, which is attached hereto as Exhibit A and incorporated herein by reference. The specific parcels included within the Site may be adjusted by mutual agreement of the Parties during the Negotiating Period (as the term is hereinafter defined).

B. Developer desires to negotiate the terms and provisions of a Purchase and Sale Agreement (the "**PSA**") and a Development Agreement (the "**DA**") with the City to acquire the City Parcels for the purpose of developing a project consisting generally of mixed use commercial and residential uses on the Site ("**Project**").

C. The Parties agree and acknowledge that the purpose of this Agreement is to establish a period during which the Developer shall have the exclusive right to negotiate with the City the terms of the PSA and DA regarding the Site, which will include, without limitation, the development of a site plan for the Project, and the application for permits to develop the Project-related specific uses of the Site.

D. The Parties intend that during the Negotiating Period (as the term is hereinafter defined) each will perform certain actions and responsibilities under this Agreement.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **Negotiating Period.** For the purposes herein, the City agrees to negotiate in good faith exclusively with the Developer regarding the Site, and the Developer similarly agrees to negotiate with the City, for a period of six (6) months from the date of this Agreement (the "**Negotiating Period**"). The City agrees for the Negotiating Period not to negotiate with any other person or entity to enter into any agreement regarding the acquisition, disposition or development of the Site. "Good faith negotiations" shall mean that the Developer and the City shall use their reasonable best efforts to communicate frequently and follow reasonable negotiation procedures to develop a Purchase and Sale Agreement (PSA) for the Site, and Development Agreement (DA), or both, mutually acceptable to the Developer and the City. Each of the parties will bear its own costs and expenses, including, but not limited to, attorneys'

fees, incurred or to be incurred in connection with negotiating and preparing this Agreement and carrying out the obligations under this Agreement.

2. **CEQA and EIR Consultant.** In the event that the City determines, after preparation of an initial study for the Project on the Site pursuant to the California Environmental Quality Act ("CEQA"), that an environmental impact report ("EIR") is required to be prepared, then the Negotiating Period shall be extended to the date that is the earlier of (a) approval of the PSA and/or DA by the City's City Council; or (b) eighteen (18) months from the date of completion of the initial study; provided, however, that the afore-described eighteen (18) month period shall be extended due to any delays that are not caused by or contributed to in any way by any actions of the Developer. In addition to the foregoing, the Parties may mutually agree in writing, each in their respective sole and absolute discretion, to extend the Negotiating Period in accordance with such mutual agreement. A CEQA initial study shall be prepared within thirty (30) days after the City's receipt of Developer's submission of the information listed in clauses (a), (b), and (c) of Section 6 hereof. If, on the basis of the completed initial study, the City determines that an EIR is required to be prepared, the Parties agree that the City shall contract with a consultant to be chosen by City in its sole discretion ("EIR Consultant") to prepare the EIR on behalf of City. The work of the EIR Consultant shall be overseen by, and shall proceed under the direction of, the City. Costs associated with the EIR consultant and its preparation of an EIR (if required) shall be paid by and be the responsibility of Developer, and the specific terms of the manner of processing of invoices and the payment of same, either directly by Developer or through reimbursement to City, shall be determined pursuant to a separate agreement between the Parties.

3. **Termination.** City and Developer shall negotiate diligently in good faith to carry out all the obligations of this Agreement on or before the times established in this Agreement, to establish development plans and concepts for the Project, and to establish the fair market value of the Site. Except as the Negotiating Period is extended pursuant to this Section 3, if at the end of the Negotiating Period, the Parties have not completed the negotiations of the terms and provisions of the PSA and DA, then this Agreement shall automatically terminate without further written notice. Upon such automatic termination of the Agreement and expiration of the Negotiating Period, both Parties knowingly agree that neither Party shall have any further rights or remedies as against the other, except to the extent of City's obligation to return to Developer those amounts of the Deposit (referenced in Section 4 below) City is required by this Agreement to be returned to Developer. If by or prior to the end of the term of the Negotiating Period a form of PSA and/or DA is mutually agreed upon between the City staff and Developer, and an authorized representative of the City states in writing that he or she will recommend approval of the PSA and/or DA to the City Council, then this Agreement shall not automatically terminate, but shall be extended for forty-five (45) days to enable the City Council to take the actions necessary to (i) duly notice and hold hearings, as legally required; (ii) consider the PSA and DA, (iii) take action to approve or disapprove the PSA and/or DA; and (iv) if approved, execute the PSA and/or DA and deliver it to Developer. Notwithstanding anything to the contrary set forth herein, Developer may elect to terminate this Agreement at any time upon written notice to City.

4. **Deposit.** Within fifteen (15) days of the date of this Agreement, the Developer shall deliver to the City cash, federal wire transfer, or a cashier's or certified check in the amount of Thirty Five Thousand Dollars (\$35,000) (the "Deposit") as a good faith deposit. The Deposit shall be immediately available to City, and may be drawn down and used by the City for any of its costs associated with financial analysis and related studies associated with the development of the Site, including third party costs for real property appraisals, and related consulting and legal services undertaken at the direction of the City. For this Project, the City has advised Developer it intends to hire RSG to provide this financial analysis, and in such capacity RSG will take direction from, and be managed by, the City. If additional funds are needed to replenish the Deposit, the Developer and the City agree to negotiate additional payments to the satisfaction of both parties, and if no such agreement is reached, City shall have no further obligation to process any studies, CEQA analyses, or development applications for the Project. There shall be no obligation for City to invest the Deposit funds, but if invested such funds may be placed in a general passbook account, with interest, if any, to be retained in such account and accrue to the benefit of such account, and be added to the principal amount of the Deposit. The City shall maintain accurate documentation of accrued interest (if any) and the expenditures of Deposit funds, which information shall be made available to the Developer upon request. In the event that the term of this Agreement expires or is terminated without the successful negotiation and approval of a mutually acceptable PSA and/or DA, the Deposit and accrued interest (if any) remaining at the time of expiration or termination shall be returned by the City to the Developer within ten (10) days after such expiration or termination. In the event that the Parties enter into a mutually acceptable PSA and /or DA, the full amount of the Deposit (including accrued interest, if any), without deductions for City expenditures, shall be applied in the PSA as a good faith deposit toward the purchase price of the Site.

5. **Developer's Negotiators.** The Developer represents to the City that Matt Waken is the person with whom the City staff shall work on a day-to-day basis concerning the negotiations toward the execution of the PSA and /or DA for the development of the Site. If the Developer desires to designate other individuals as the lead negotiators on its behalf for the development of the Site, then it shall provide written notification to the City in a timely manner.

6. **Developer Submissions.** Developer agrees that within ninety (90) days following the date of this Agreement it shall submit to the City the following documents, reports, and information, in a form reasonably satisfactory to the City and consistent with City's development application requirements, that will provide the City with the following information (the "Developer Submissions"):

(a) A preliminary site plan for each property area that indicates the general lay-out of the Project on the Site.

(b) A project description sufficient for the preparation of the initial study, including a plan for each property area that includes: estimated residential unit count and project density, commercial square footage, number of parking spaces proposed, building heights and locations; estimated traffic generation and internal vehicle circulation, signage and

lighting, and other related material sufficient to conduct an initial evaluation of the project adequate under CEQA.

(c) A proposed schedule for development of the Site.

(d) Estimates of the income from the development of the Site and a pro forma statement of the return on investment in the development of the Project adequate to enable the City to evaluate the economic feasibility of the proposed development of the Site with the Project, including, with limitation, the proposed purchase price and other economic terms for the acquisition of the Site to be conveyed to the Developer under the PSA. The economic pro forma shall be in a form typically submitted to a construction lender, and shall include, without limitation, hard and soft costs relating to construction and development, and shall clearly and separately identify any proposed entrepreneurial profit margins or assumptions.

(e) Descriptions of the proposed equity and debt and method of construction financing.

(f) Evidence that the Developer has had good faith preliminary discussions with property owners that own property in the development area whose cooperation will or may be necessary to complete a comprehensive development of the Site.

(g) A Phase 1 environmental assessment of the Site, provided at Developer's expense.

7. **City Analysis.** The City agrees to conduct a financial analysis of the development of the Site (in accordance with Section 4, above) to determine the development feasibility of the project on the Site. City further agrees to cooperate in establishing contacts with other property owners within the Site or in the development area whose cooperation will or may be necessary to complete a comprehensive development of the Site. The City further agrees that all financial and economic information submitted by Developer to City in order to conduct such analysis shall be treated as confidential and as proprietary to the Developer, and shall not be released to the public or treated as a public record unless consented to by the Developer in writing or required to be treated as a public record by applicable law. City shall advise Developer promptly of any Public Record Act request made for proprietary or confidential information that is submitted by Developer to City for the purposes of such analysis, and to the extent feasible and consistent with applicable law, shall consult with Developer's legal counsel prior to publicly disclosing any such information.

8. **Supplemental Progress Reports.** In addition to the information required in Section 4 above, at sixty (60) day intervals from the Developer Submissions (including all extended periods), the City may request, in writing, that the Developer provide to the City written reports regarding its progress in meeting the terms and obligations of this Agreement. Developer shall provide such information within 10 days of receiving such request(s). The City may also request additional informal verbal reports of such matters from the Developer, which Developer shall promptly and reasonably respond to.

9. City Consideration of Developer Submittals. Within thirty (30) days after Developer has submitted each item of the information described in Section 6 hereof, the City shall notify Developer in writing of its approval or disapproval of each such submittal(s) (and if disapproved, a reasonable statement of the reasons thereof). The Developer's Submissions pursuant to Section 6 hereof shall not be deemed approved by the City as a result of the City's failure to timely approve or disapprove such submissions.

10. City Cooperation. City agrees to cooperate with Developer in supplying financial institutions with appropriate information, if available and not otherwise privileged, to facilitate the obtaining of financing for the development of the Site. City shall also reasonably cooperate with Developer's professional consultants and associates in providing them with any information and assistance reasonably within the capacity of the City to provide (without cost to the City) in connection with the preparation of the Developer's submissions to the City pursuant to this Agreement, or as required by state or local laws and regulations. City agrees to cooperate reasonably with and assist Developer in negotiations to obtain a reciprocal access agreement as may be required by the Project from any adjacent property owner. City makes no warranty or guarantee that such any reciprocal access agreement will be obtained from any adjacent property owner. Notwithstanding the foregoing, the Developer will assume the full and complete responsibility to make all investigations of surface and subsurface conditions as may be necessary or appropriate and to evaluate the suitability of the Site for the proposed Project. The City makes no representations or warranties concerning the Site, its suitability for the use intended by the Developer, or the surface or subsurface conditions of the Site.

11. Design and Development Objectives. The design and development objectives for the development of the Site shall be specified in the PSA and DA and the actual development shall be in conformity therewith. All design, architectural, and building plans for development of the Project on the Site shall be subject to review and approval of the City.

12. Change in Developer. The qualifications of the Developer are of particular value and interest to the City. It is because of the qualifications that the City has entered into this Agreement with the Developer. Consequently, no person or entity, whether a voluntary or an involuntary successor of Developer, shall acquire any rights or powers under this Agreement nor shall the Developer assign all or any part of this Agreement without prior written City approval. Any purported transfer, voluntary or involuntary or by operation of law, without prior written City approval, shall be absolutely null and void and shall confer no rights whatsoever under this Agreement or relating in any respect the development of the Site upon any purported assignee or transferee. Notwithstanding anything in this Agreement, including this Section 12, to the contrary, Developer may assign its rights, obligations, and interests in this Agreement to (i) another entity in which Developer maintains both a majority interest and management control, and (ii) a lender for financing purposes related to the development of the Site.

13. Non-Discrimination. Developer shall not discriminate against nor segregate any person or group of persons on account of sex, sexual preference, age, race, color, marital status, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the development of the Site, nor shall the Developer

establish or permit any such practice or practices of discrimination or segregation in the selection, location, number, use, or occupancy of tenants, lessees, subtenants, subleases or vendees of the properties.

14. No Predetermination of City Discretion. The Parties agree and acknowledge that nothing in this Agreement in any respect does or shall be construed to affect or prejudice the exercise of the City's and/or the City's legislative and quasi-adjudicatory discretion concerning consideration of any submittal by the Developer. Further, nothing in this Agreement in any respect does or shall be construed to affect or prejudice the City's legislative and quasi-adjudicatory discretion to consider, negotiate, or undertake the acquisition and/or development of any portion of the Site, or shall affect or inhibit the City's compliance with the laws, rules, and regulations governing the acquisition and disposition of property.

15. Agreement Does Not Constitute Development Approval. The City reserves full and final discretion as to approval of any PSA and DA and all proceedings and decisions in connection therewith. This Agreement is solely an exclusive agreement to negotiate, and is not, and shall not be construed as, a grant of any type of development rights or land use entitlements to develop the Site or any project. All design, architectural, and building plans for the development of the Site shall be subject to the review and approval of the City. By its execution of this Agreement, the City is not committing itself to or agreeing to undertake the disposition of the Site or other real property to the Developer, or any other acts or activities requiring any subsequent independent exercise of discretion by the City or any agency or department thereof.

16. Address for Notices. Any notices pursuant to this Agreement shall be in writing and sent by (a) Federal Express (or other established express delivery services which maintains delivery records); or (b) by hand delivery; or (c) by certified or registered mail postage prepaid, return receipt requested, to the following addresses:

To City: Craig Hensley
City of Duarte
1600 Huntington Drive
Duarte, California 91010

To Developer: Matt Waken
MJW Investments, LLC
1278 Glenneyre Street, Suite 439
Laguna Beach, California 92651

Notices delivered by delivery service or hand delivered shall be effective upon receipt. Mailed notices shall be effective upon the earlier of actual receipt or the third business day following deposit with the United States Postal Service.

17. Default. Failure by either Party to negotiate in good faith or to perform any other of its duties as provided in this Agreement shall constitute an event of default under this Agreement. The non-defaulting Party shall give written notice of a default to the defaulting Party, specifying the nature of the default and the action required to cure the default. If the

default remains uncured fifteen (15) days after the date of such notice, the non-defaulting Party may exercise the remedies set forth in Section 18 of this Agreement.

18. Remedies for Breach of Agreement. In the event of an uncured default under this Agreement, the nondefaulting Party may terminate this Agreement. The Developer knowingly agrees that it shall have no right to specific performance for conveyance of the Site, nor any claim to estoppel or any other right to approval of any type of development application for the Site, nor any right to claim any right of title or interest in the Site or any portion thereof, nor to claim any right to damages or any other type of financial recovery beyond the return of the Deposit. City, in the event of a default by Developer, shall not have any right to claim any loss beyond the amount of the Deposit and any interest accrued thereon.

19. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties, integrates all the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

20. Time of Essence. Time is of the essence of every portion of this Agreement in which time is a material part.

21. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California.

22. Broker's Commission. Each Party represents that it has not engaged any broker, agency, or finder in connection with this Agreement, and agrees to hold the other Party harmless from any claim by any broker, agent, or finder retained by the Party making the above representation.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

24. Days. The term "days" means calendar days. The term "business days" means days that Duarte City Hall is open for business to the general public. Developer acknowledges that Duarte City Hall is closed on Fridays and for holidays designated by the State of California or by ordinance or resolution of the City Council of the City. If the date on which City or Developer are required to take any action pursuant to the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

25. No Third-Party Beneficiaries. None of the terms or provisions of this Agreement are intended to benefit any person or entity other than City, City, or Developer. No affiliate, joint venturer, or partner of Developer has any rights pursuant to this Agreement.

26. Entity City. The person(s) executing on behalf of each of the Parties hereto 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) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first appearing above.

CITY:

CITY OF DUARTE, a public body,
corporate and politic

By: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

DEVELOPER:

MJW INVESTMENTS, LLC

By: _____

Its _____



BETTER COMMUNITIES. BOLDER FUTURES.

ROSENOW SPEVACEK GROUP INC.
309 WEST 4TH STREET
SANTA ANA, CALIFORNIA
92701-4502

T 714 541 4585
F 714 541 1175
E INFO@WEBRSG.COM
WEBRSG.COM

Via Email

July 27, 2016

Craig Hensley, AICP
Community Development Director
City of Duarte
1600 Huntington Drive
Duarte, CA 91010-2592

PROPOSAL FOR REAL ESTATE ADVISORY SERVICES - 1423-1437 HUNTINGTON DRIVE

Dear Mr. Hensley:

RSG is pleased to present this proposal to the City of Duarte ("City") for real estate advisory services.

RSG has assisted the City with a previous analysis related to the old City Hall site earlier this year. As a firm, we have provided real estate finance, economic development, and affordable housing consulting services to public agencies and private investors in the community development and redevelopment process for over 30 years. We employ three (3) real estate brokers, utilize up-to-the-minute data and metrics, and assist cities throughout California with evaluating the true value of real estate assets and how to leverage these assets for projects that provide the maximum community benefit.

PROJECT TEAM

This assignment would be led and managed by Hitta Mosesman, Principal. Ms. Mosesman would be involved in all aspects of the work, including client coordination and meetings, establishing the methodology for the analyses, reviewing the analyses, and drafting reports and correspondence. Ms. Mosesman would be assisted by Greg Smith, Senior Associate; Nate Gunderman, Associate; Jeff Khau, Senior Analyst; and Evanne Holloway, Analyst. This is the same project team that assisted the City with the Old City Hall site analysis.

Mr. Gunderman would lead the pro forma analyses, with oversight from Mr. Smith and Ms. Mosesman. Mr. Gunderman and Mr. Khau would determine the property base value as well as the current market value/purchase price, given all property characteristics and zoning designations. Ms. Holloway would assist Mr. Smith, Mr. Gunderman, and Mr. Khau with research and data gathering.

Resumes for all staff can be found at www.webrsg.com.

FISCAL HEALTH
ECONOMIC DEVELOPMENT
REAL ESTATE, HOUSING
AND HEALTHY COMMUNITIES

SCOPE OF SERVICES

Pursuant to our recent conversation, we understand that the City is seeking a comprehensive analysis of a project proposal including:

**Estimated Valuation Of
Base Property Value -
*Current Commercial
Zoning***

- RSG in-house Broker review of existing zoning code and any appraisals/City data
- Identify property characteristics/constraints affecting value
- Analyze comparable sales and market factors

**Evaluation
/Recommendation of Full
Market Value (Highest-
and-Best-Use) Property
Sales Price - *Mixed-use
Zoning Designation***

- RSG in-house Broker review of proposed zoning code
- Identify property characteristics/constraints affecting value
- Analyze comparable sales (new zoning designation) and market factors
- Conduct a highest-and-best-use analysis

**Review/Analysis of
Developer Pro Forma(s)**

- Review assumptions/methodology
- Identify assumptions/methodology not aligned with best practices
- Prepare alternate pro forma with supportable assumptions/methodologies

Report Preparation

- Detailed methodology and analysis for both base property value and highest-and-best-use property value/sales price

**Assist City Staff With
Developer Negotiations**

- Budget includes two (2) meetings

BUDGET

RSG will provide the Real Estate Advisory Services for a not-to-exceed amount of \$30,000. RSG's services would be charged on an hourly basis, based on the 2015 Fee Schedule shown below.

Principal / Director	\$ 235
Senior Associate	\$ 180
Associate	\$ 160
Senior Analyst	\$ 135
Analyst	\$ 125
Research Assistant	\$ 110
Technician	\$ 80
Clerical	\$ 60
Reimbursable Expenses	Cost plus 10%

RSG does not charge clients for travel or mileage (except direct costs related to field work), parking, general postage, or incidental copies. However, we do charge for messenger services and overnight shipping/express mail costs. Any third party data required may also be charged to the client; typical examples include copies of the equalized assessment roll and CoStar Market data. We also charge for copies of reports, documents, notices, and support material in excess of five (5) copies. These costs are charged back at the actual expense plus a 10% surcharge.

RSG issues monthly invoices payable upon receipt, unless otherwise agreed upon in advance. Invoices identify tasks completed to date, hours expended, and the hourly rate.

SCHEDULE

RSG can provide draft valuation estimates and under both the existing and proposed zoning within 4 weeks of contract approval, developer proforma review within 2-3 weeks of RSG's receipt of the pro forma (s), and a draft report completed within 3 weeks of finalizing all analyses. Developer negotiations will be directed by City staff.

Should you have any questions, please do not hesitate to contact me at (714) 316-2137. I look forward to the opportunity to continuing our work with the City of Duarte.

Sincerely,



Hitta Mosesman
Principal