



MEMORANDUM

TO: City Council
FROM: City Manager
DATE: July 8, 2021
SUBJECT: Comments on Agenda Items, Meeting of July 13, 2021

ITEM 4.A. (Special Items). The City Council will receive a presentation introducing the WIN (Workforce Investment Network Summer) Summer Youth Internship Participants. The City has allocated \$5,000 toward this program in the FY 2021-22 General Fund budget, with the remaining \$15,000 for the program being funded by the other program partners.

ITEM 4.B. (Special Items). The City Council will receive a presentation by Allegra Consulting regarding Clean Air Duarte – the Smoke-Free Duarte Coalition.

ITEM 7.G. (Consent Calendar). Staff is recommending that the City Council proclaim the month of July 2021 as “Parks Make Life Better in Duarte Month.” The proclamation urges all Duarte citizens to use and enjoy its parks, trails, open space, facilities, and recreation opportunities.

ITEM 7.H. (Consent Calendar). Staff is recommending that the City Council Adopt Resolution 21-R-15, which would approve allocation of Permanent Local Housing Allocation (PLHA) Year 2 funds to the San Gabriel Valley Regional Housing Trust (SGVRHT). Adoption of the Resolution will result in savings of \$5,045 for the Affordable Housing Fund.

ITEM 7.I. (Consent Calendar). Staff is recommending that the City Council approve the revised bike rack memorial for Gordon Loyd Gibbons for placement along the Donald and Bernice Watson Recreation Trail and authorize a budget amendment in the amount of \$1,664.27.

ITEM 7.J. (Consent Calendar). Staff is recommending that the City Council Approve an Agreement with Granicus, LLC, a Minnesota Limited Liability Company, for City website design, implementation and maintenance in the amount not to exceed \$99,024 for the five-year term July 19, 2021–July 18, 2026; authorize the City Manager to execute the Agreement on behalf of the City; and approve a FY 2021-22 General Fund budget amendment in the amount of \$5,000 (\$3,767.61 for Granicus’ work on the website and \$1,232.29 for contingencies).

ITEM 7.K. (Consent Calendar). Staff is recommending that the City Council approve the attendance of Councilmembers to conferences and an event as follows: The Chamber Installation, the California Contract Cities Fall Educational Summit, and the League of California Cities Annual Conference & Expo.

ITEM 9.A. (Public Hearing). Staff is recommending that the City Council open the public hearing, take public testimony, close the public hearing and consider for First Reading and Introduction by title only Ordinance No. 904, an Ordinance of the City Council of the City of Duarte, California Adopting Municipal Code Amendment 2020-02 replacing in its entirety Duarte Development Code Chapter 19.60.160, regarding accessory dwelling units and junior accessory dwelling units; and modifying Chapter 19.160.050 related to definitions for Accessory Dwelling Units.

ITEM 10.A. (Business Items). Staff is recommending that the City Council discuss and consider for first reading Ordinance No. 903, which would amend Chapter 6.09 of the Duarte Municipal Code to include provisions pertaining to mandatory commercial recycling and mandatory commercial organics recycling. These additional provisions will enable the City to comply with the State-mandated waste recycling

requirements of AB 341 and AB 1826. Adoption of the Ordinance would ultimately result in an increase in City franchise fee revenue from the City's waste hauler.

ITEM 10.B. (Business Items). Staff is recommending that the City Council: 1) Set a schedule for the series of Public Hearings required to redraw City Council Election Districts as a result of the 2020 Census; 2) Provide staff direction on National Demographics Company's (NDC) proposal; and 3) Authorize the City Manager to enter into a contract not to exceed \$62,000 (\$19,750 contracted to this point for basic services, plus up to \$42,250 for additional work depending on mapping options and meeting attendance requested).

The FY 2021-22 General Fund Budget currently includes \$30,000 for redistricting services. This amount is sufficient to cover the basic professional redistricting services, as well as a redistricting website hosted by NDC. Should the City Council decide to add optional project elements, a budget amendment of up to \$32,000 would be required.

Respectfully submitted,

Dr. Daniel Jordan
City Manager



Workforce Investment Network

EST. 2017



Program Partners

- Kathryn Barger's Office- \$10,000
- Duarte Unified School District- \$5,000
- Boys and Girls Club of the Foothills
In-Kind Contribution

Funded

- 40 Intern: 15 hours per week for 6 weeks
- 2 stipends of \$250 each = \$500 each





Recruitment



Demographics

Ages: 13-19

- Unemployed
- Low Income
- Behind in School

Referrals

- Probation Officer
- School Resource Deputy
- High Schools & Continuation Schools
- Teen Centers

Schools

- 19: Duarte High School
- 7: Monrovia High School
- 3: Mount Olive Innovation & Technology High School
- 2: CS Arts – SGV
- 1: Opportunities for Learning
- 1: Clifton Middle School
- 1: Royal Oaks STEAM Academy
- 2: Northview High School



Education

1 hour required weekly workshop

Professional Speaker Series

- HR Manager
- Pacific Clinics Counselor
- Financial Literacy
- Culturally Competent Speakers

Ready to find out how to keep your student OUT of debt?

10 THINGS COLLEGE
STUDENTS NEED TO
KNOW ABOUT MONEY



2ND EDITION

SHAY
OLIVARRIA





Program Evaluation

- 94% retention
- 20-30% of interns are hired
- 30% of youth return in consecutive years





Community Partners *worksites*

*Boys and Girls Club of Foothills, Duarte
Teen Center, Dickie's Barbecue Pit,
FSP Designs, Lemon Drop Cookie Shop,
Max's Mexican Restaurant, Monrovia
Auto Body Shop, and Simply Devine*





Q & A



Clean Air Duarte

Smoke free Multi-Unit Housing (MUH)

July 13, 2021

Our goal is to protect Duarte residents from exposure to secondhand smoke in MUH and provide smoking cessation resources and education for the community

ALLEGRA
CONSULTING



Clean Air Duarte

Campaign Update



- Initial “Clean Air Duarte” Education Presentation for Duarte City Council Members on February 23, 2021
 - City Council members motioned to agenda this item for a future city council meeting
- Allegra Team members conducted additional research on local smoke-free housing ordinances in LA County, analysis on current smoke-free policies in Duarte, and research from Apartment Associations
- Designed Sample Ordinance, Implementation Strategy and Enforcement Plan for adopting policy
- Analysis of data reported by smokers regarding smoke-free housing

Community
Support for
Smoke-free
Multi-Unit
Housing (MUH)
Policy

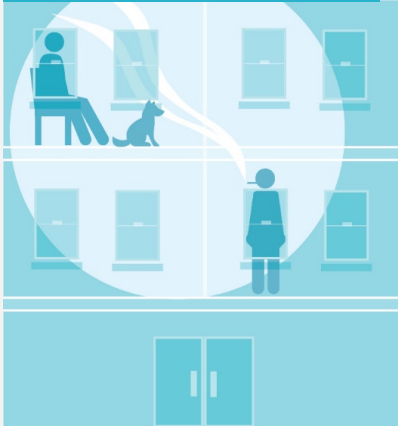
918 Duarte residents
surveyed
(April 2019- Feb. 2020)

SMOKE-FREE MULTI-UNIT HOUSING

Duarte

Strong public support observed among Duarte residents for smoke-free multi-unit housing policies.

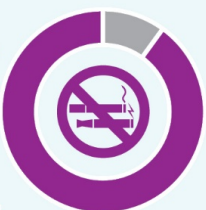
Of 918 residents surveyed, 46% (426) live in MUH.



Duarte residents living in multi-unit housing...



37% reported SHS drifted into their unit in the past year.



91% would choose to live in a completely non-smoking building, if given the option.



96% of all residents surveyed support a law that bans smoking in at least one of the following areas:

Indoor Common Areas
(e.g., hallways, laundry rooms, etc.)



Indoor Private Spaces
(e.g., living rooms, bedrooms, etc.)



Outdoor Private Areas
(e.g., balconies, patios, etc.)



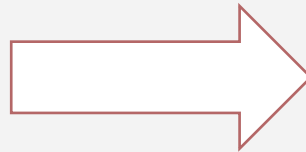
Outdoor Common Areas
(e.g., courtyards, pools, etc.)



Do Smokers who live in Multi-Unit Housing (MUH) support smoke-free housing?



Of the 426 Duarte residents surveyed who live in MUH, those who currently smoke cigarettes or use e-cigs, mods or vape is **7% (28)**



Of the 28 smokers who live in MUH, **61% (17) would support a law that bans smoking in MUH.**

LA County Tenants, Even Those Who Smoke, Support Smoke-free Housing Policies

- A 2019 study of 4,800 tenants and 176 MUH owners in the city of Los Angeles, found that among the **17% who smoke, 86% supported some type of smoke-free housing policy**
- A 2016 survey of 1,000 apartment tenants in the city of Los Angeles found that **53% of those who smoke would prefer to live in a nonsmoking part of a building or in an entirely smoke-free building.**



Clean Air Duarte

Collaborations and Resources

- **City of Hope Smoking Cessation Program** – education presentations, cobranded Clean Air Duarte, and meetings with team members
- **Duarte Chamber of Commerce**- meetings, events and education presentations
- **Duarte Kiwanis Club**- meetings, events and education presentations
- **Duarte Senior Center** – education presentation, events and Public Opinion Surveys
- **Duarte Unified School District** – MOU to provide education presentations for students and parents
- **Duarte Area Resource Team (D.A.R.T.)** - education presentations, meetings, events, Red Ribbon Week
- **American Lung Association** – letter of support
- **American Heart Association** – letter of support
- **Office of Senator Anthony Portantino** – letter of support



City of Duarte

Smoke Free Policies in MUH

- List of MUH complexes provided by City of Duarte
- March-April 2021: Conducted research to determine if MUH complexes have smoking policies
- 49 MUH complexes (townhomes, duplex, apartments, condos, and senior housing) researched
 - ✓ 28 MUH complexes unable to determine due to various owners and/or smoking policies information not found
 - ✓ **17 MUH complexes have smoke-free housing policies**
 - ✓ 4 complexes (apartment buildings) confirmed a smoking policy is NOT in place – collected additional data in July 2021 from 2014 Buena Vista Street Apartments (*20 units, 2 smokers living in MUH, manager on-site and tenants supports smoke-free housing policy*)

17 Los Angeles County cities with smoke-free housing policies:

Best Practices- What's working?

- **No litigation against any of the cities**
- **Smoking is prohibited in 100% of all new and existing units** and within 25 feet of any nonsmoking areas, including balconies, decks, or patios
- **Signage** required in all multi-unit housing complexes
- **Lease agreements required to contain language** stating that smoking in a designated nonsmoking area is breach of contract
- Violations are punishable as an infraction with fines
- Smoking prohibits use of tobacco, e-cigarettes, and marijuana (all 17 cities)

Step One: Implementation for smoke-free housing policy in Duarte

- **Proposed Implementation Plan**
- Outreach: **Public Notifications** – educate residents & community members
- Train City Staff (*policy implementation and complaint protocol*)
- Educating current smokers on the how SHS affects their neighbors and providing resources
- Notifications for housing developers, landlords, and property managers
 - ✓ Signage required throughout MUH complex
 - ✓ Modified lease agreements to contain proper language



Step Two: Enforcement Plan



Offense Options for Violations

1st Offense * -

City Staff (Code Enforcement) will send warning letter to violator

2nd Offense* -

\$75 penalty plus one-hour required virtual education class on how Secondhand Smoke (SHS) other residents.

3rd Offense* -

\$300-500 violation

* Option to enroll in City of Hope's FREE 12-week smoking cessation program

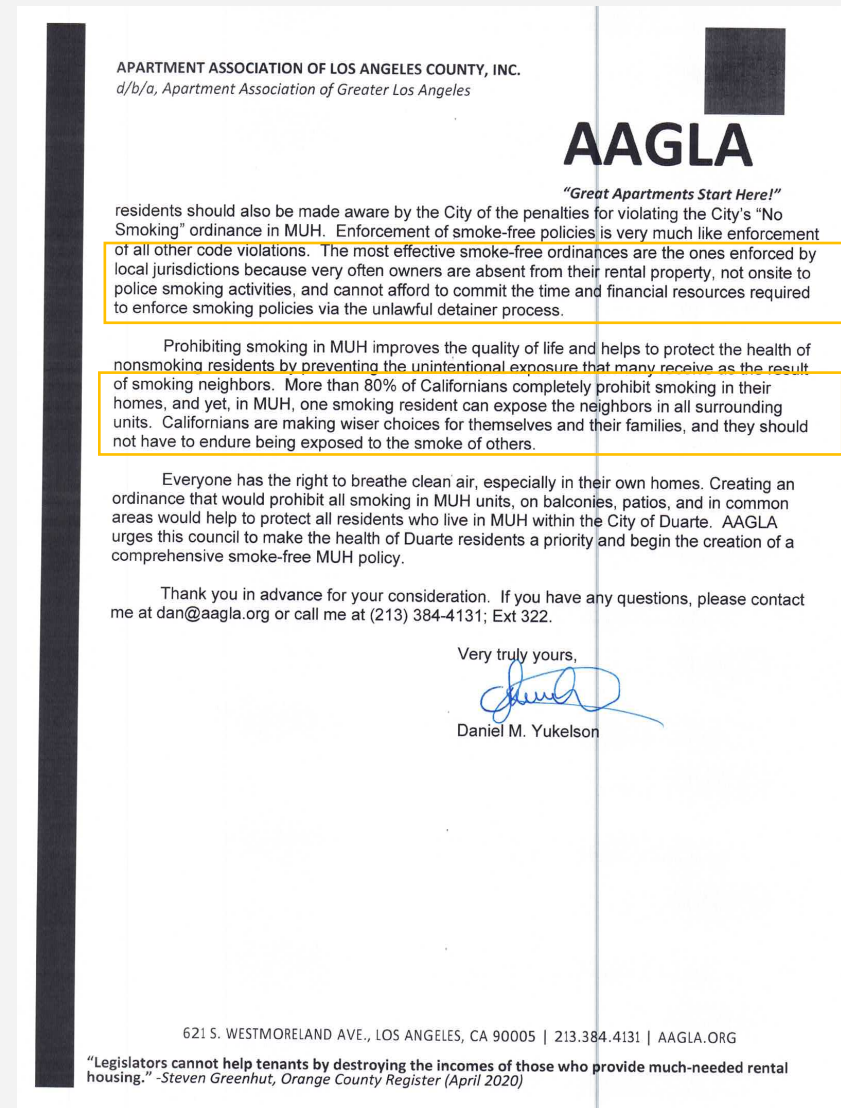
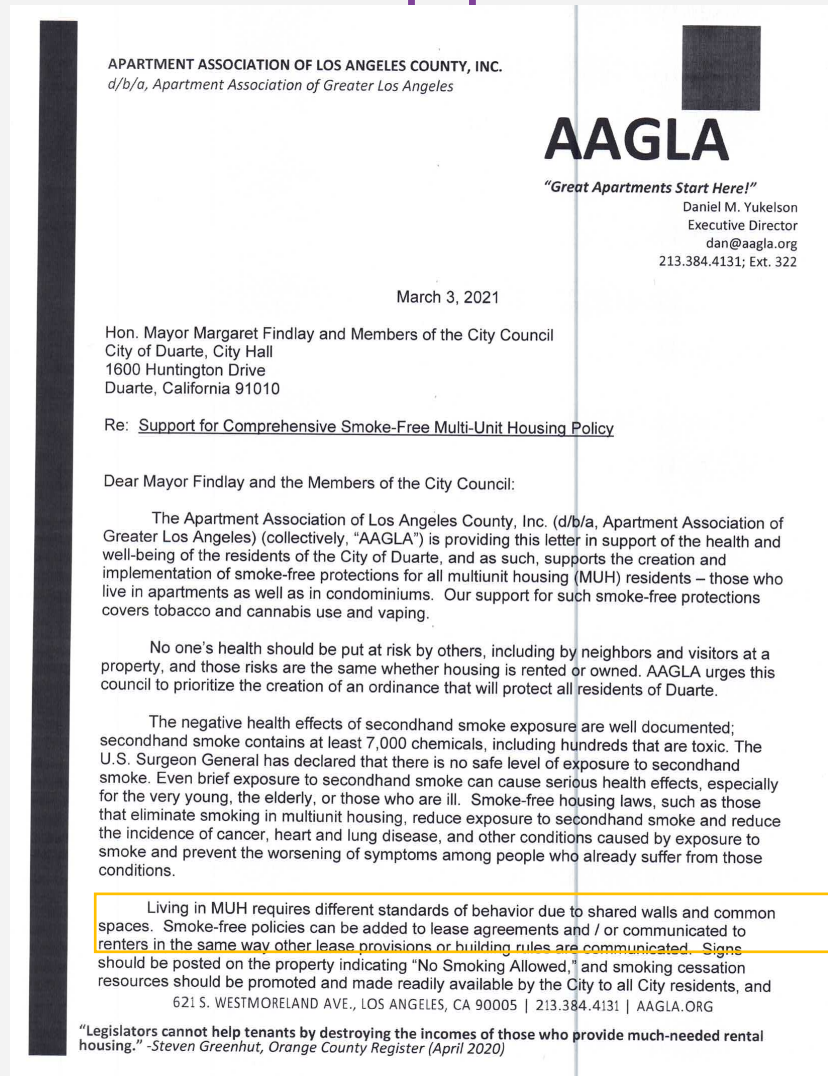


Smoke-free Housing Policy Enforcement

- **NO EVICTIONS**
- Community Watch (*residents can report violators anonymously*) - offenses implemented when more than one resident reports the same violator
- Smokers must remain over 25 feet away from MUH complexes
- Should an offender not pay the fines or enroll in smoking cessation, fines become a citation and goes to collection

Apartment Association of Los Angeles County

letter of support



Fair Housing & *Smoke-Free Housing*

- Ensure that this program does not discriminate
- Fair Housing Laws and SHS/Marijuana
- Disabled person(s) and how this MUH smoke-free policy could affect disabled people





Fair Housing Act: Medical Marijuana and State Regulations *(Source Public Health Law Center)*

There is no absolute right to smoke medical or recreational marijuana, **especially when smoking impacts others.**

Second-hand smoke, whether from combustible or aerosolized tobacco or marijuana products, spreads throughout multi-unit dwellings.

There are other "**reasonable accommodations**," such as converting from combustible marijuana to extracts, tinctures, oils, edibles, and pills, which will not result in exposure to secondhand marijuana smoke.

**CITY OF HOPE
TOBACCO CESSATION PROGRAM**

Cessation for Hope

CITY OF HOPE

SMOKING CESSATION PROGRAM

1. City of Duarte, landlords, and property managers can refer current smokers to participate in this voluntary program at no cost.
2. Current smokers will receive cessation support, counseling and education (English/ Spanish) to comply with new smoke-free housing policy
3. Current smokers will have access to receive Tobacco cessation medications



Cessation for Hope



Access to Technology in Duarte

For people without access to the internet/online classes

- Multi-Unit Housing Common Area Computers
- Duarte Public Library
- Duarte Senior Center
- City of Hope



Clean Air Duarte Smoke free Housing Policy Timeline

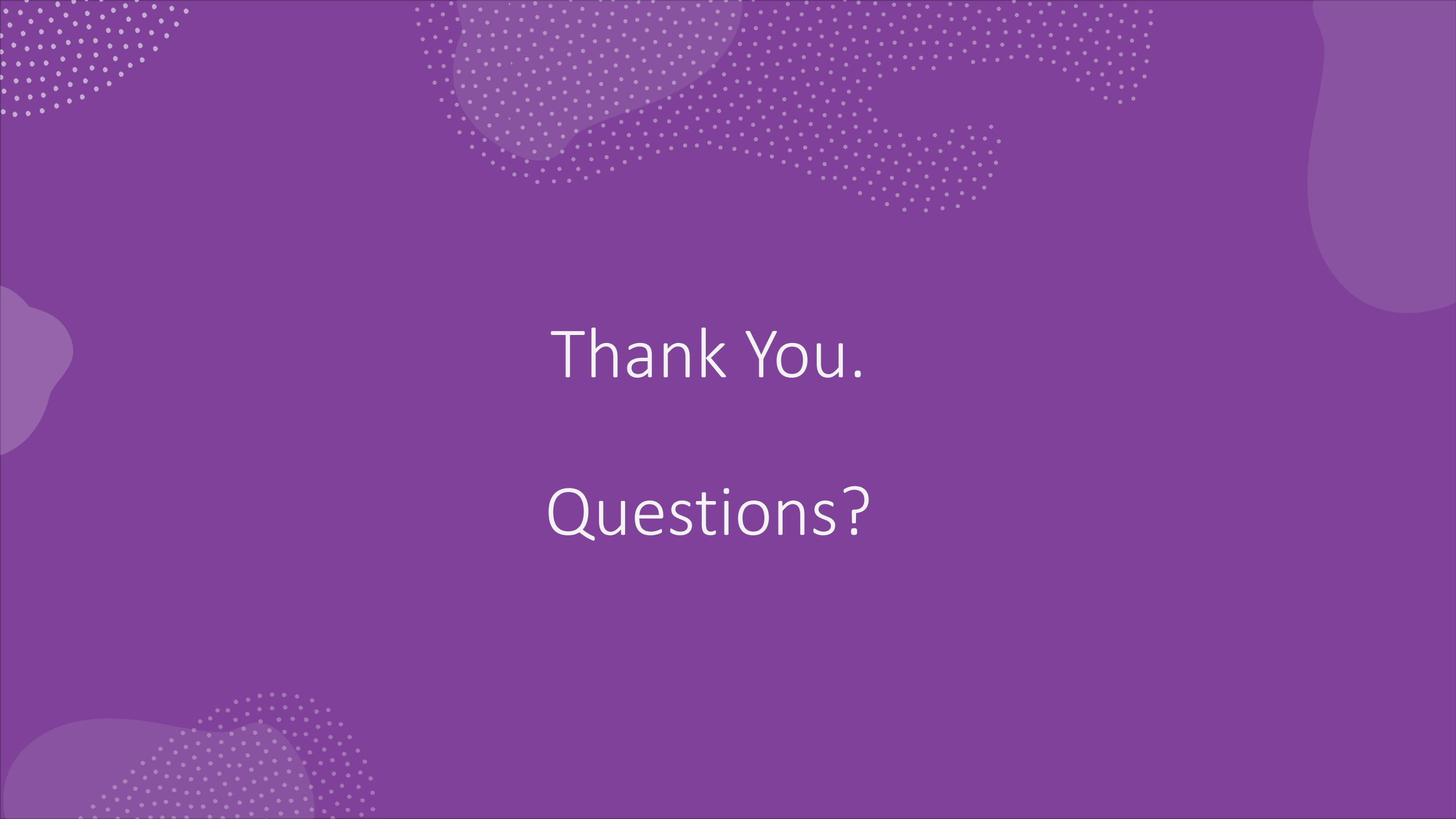
March - Research on best practices, enforcement, sample language from local LA County cities with smoke-free housing policies, and Apartment Association research

July 13, 2021 City Council Presentation

- MUH analysis and research for smoke-free policies
- Data from smokers regarding support for smoke-free housing
- Sample Implementation Plan and Enforcement Option
- Sample Ordinance (*for city council to review and discuss within the next 30-60 days*)

August-September Implementation (signage), Educate City Staff and Landlords/ Property Managers, and Public Education

Funded under contract #CTCP-17-19 **ends December 31, 2021**

The background is a solid purple color. It features several decorative elements: a cluster of white polka dots in the top-left corner, a large, irregular white polka-dot shape in the top-center, a solid white organic shape in the top-right, a solid white organic shape on the left edge, and a white polka-dot organic shape in the bottom-left corner.

Thank You.

Questions?

CLEAN AIR DUARTE



smokefreecommunity.com

SUPPORTING DOCUMENTS JUNE 8TH 2021



129 N. Marengo Ave.
Pasadena, CA 91101
626.405.4848
allegraconsulting.net

1	Clean Air Duarte Campaign Roadmap and Timeline
2	Clean Air Duarte City Council Presentation – July 13, 2021
3	City of Duarte Multi-Unit Housing Analysis and UCLA Center for Health Policy Research Reports on Secondhand Smoke
4	California Apartment Association Interview Reports
5	26 Clean Air Duarte Letters of Support
6	Sample Ordinance
7	City of Duarte Proposed Smoke-free Housing Implementation Plan
8	Smoke-free Multi-Unit Housing Sample Enforcement Plan

Section 1:

Clean Air Duarte Campaign Roadmap and Timeline

Clean Air Duarte

Campaign Roadmap and Timeline to Reduce Exposure of Secondhand Smoke in Multi-Unit Housing

Phase 1: Community Assessment

April 2019- February 2020

Collected data by conducting public opinion surveys (POS) of constituents

- Surveyed **918 Duarte residents** to gauge support for smoke-free housing

April 2019-August 2019

Completed **3 Key Informant Interviews** to gauge support and/or opposition for policy campaign

April 2019- March 2021

Conducted **87 one-on-one meetings** with community members, community stakeholders, residents, youth, and city staff members

Phase 2: Community Outreach and Education

July 2019 - June 2021

Participated in **29 community events** to build relationships, engage with community members, and gain support for policy campaign

August 2019 - May 2021

Conducted **24 education presentations** for residents, youth, and community groups

- Collaboration with DUSD (approved Memorandum of Understanding) to educate students and parents
- Collaboration with City of Hope Smoking Cessation Program

November 2019 – May 2021

- Facilitated **26 community/ coalition meetings** to implement policy campaign
- Received **26 letters of support**

Phase 3: Policy Campaign Implementation

August 2020 – May 2021

Educational meetings with local key decision makers to provide education and information regarding policy issue

February- June 2021

“Clean Air Duarte” education presentation during city council meeting

After this meeting, our team:

- Completed City of Duarte MUH research to determine which complexes have smoke-free housing policies
- Created a Roadmap, Implementation Plan, Sample Enforcement Plan and Sample Ordinance
- Conducted one-on-one interviews with Apartment Association of Los Angeles County, INC.
- Meetings with Duarte City Manager to discuss updates and schedule next city council presentation

What’s Next? July 13, 2021 City Council Presentation

Section 2:

Clean Air Duarte
City Council
Presentation –
July 13, 2021

City of Duarte

Smoke-free Multi-Unit Housing

Our goal is to protect Duarte residents from exposure to secondhand smoke in multi-unit housing and provide free voluntary smoking cessation resources for the community

ALLEGRA
CONSULTING



Clean Air Duarte Campaign Update



- Initial “Clean Air Duarte” Education Presentation for Duarte City Council Members on February 23, 2021
- City Council members motioned to agenda this item for a future city council meeting
- Analysis conducted on local smoke-free housing ordinances in LA County and current smoke-free policies in Duarte MUH and Research from Apartment Associations
- City of Hope Smoking Cessation Program Collaboration
- Proposed Implementation and Enforcement Plan

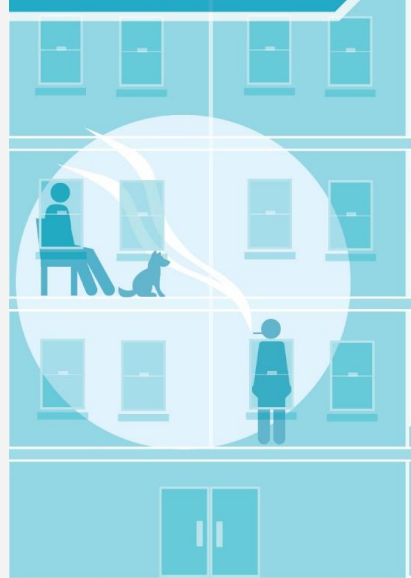
COMMUNITY
SUPPORT FOR
SMOKE-FREE
HOUSING

SMOKE-FREE MULTI-UNIT HOUSING

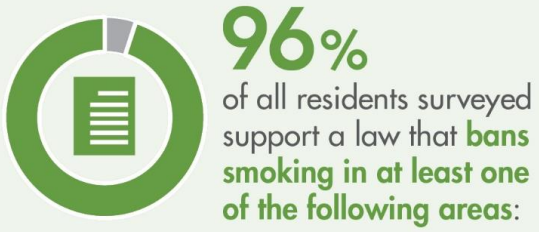
Duarte

Strong public support observed among Duarte residents for smoke-free multi-unit housing policies.

918 completed surveys
Apr. 2019-
Feb. 2020



Duarte residents living in multi-unit housing...



Source: 2020 Multi-unit Housing Public Opinion Survey, Tobacco Control & Prevention Program, Los Angeles County Department of Public Health.

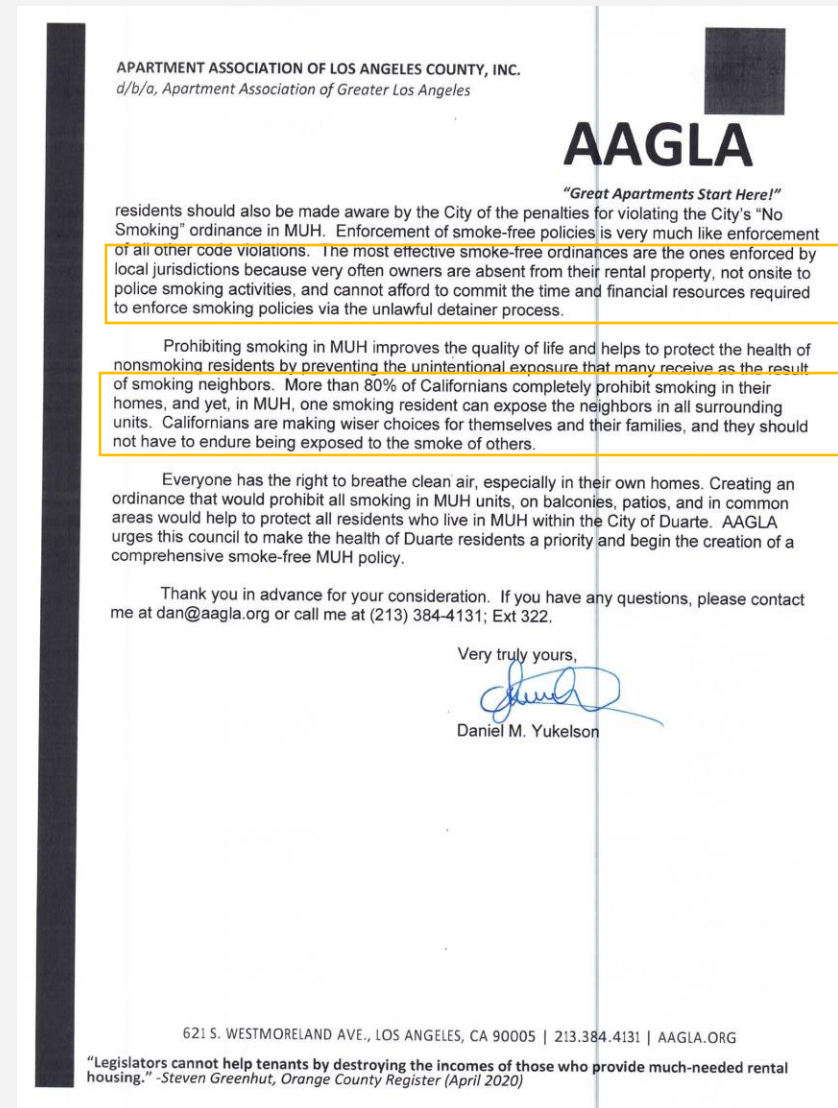
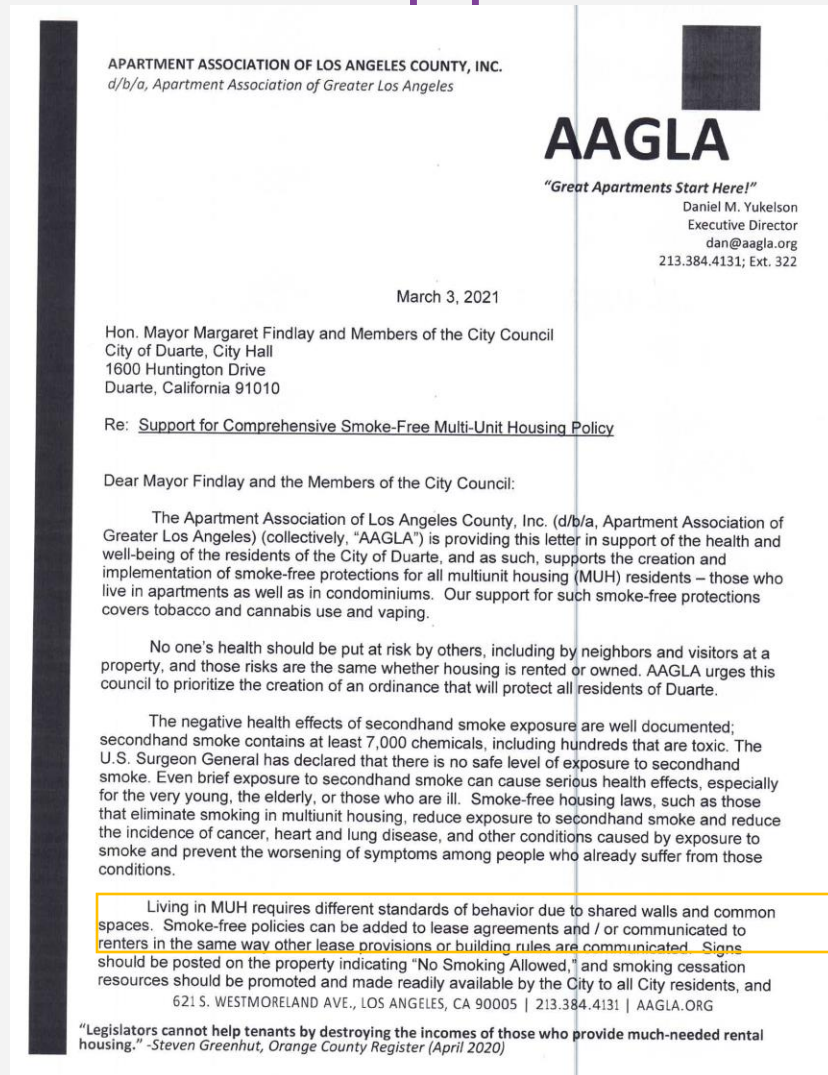
Clean Air Duarte

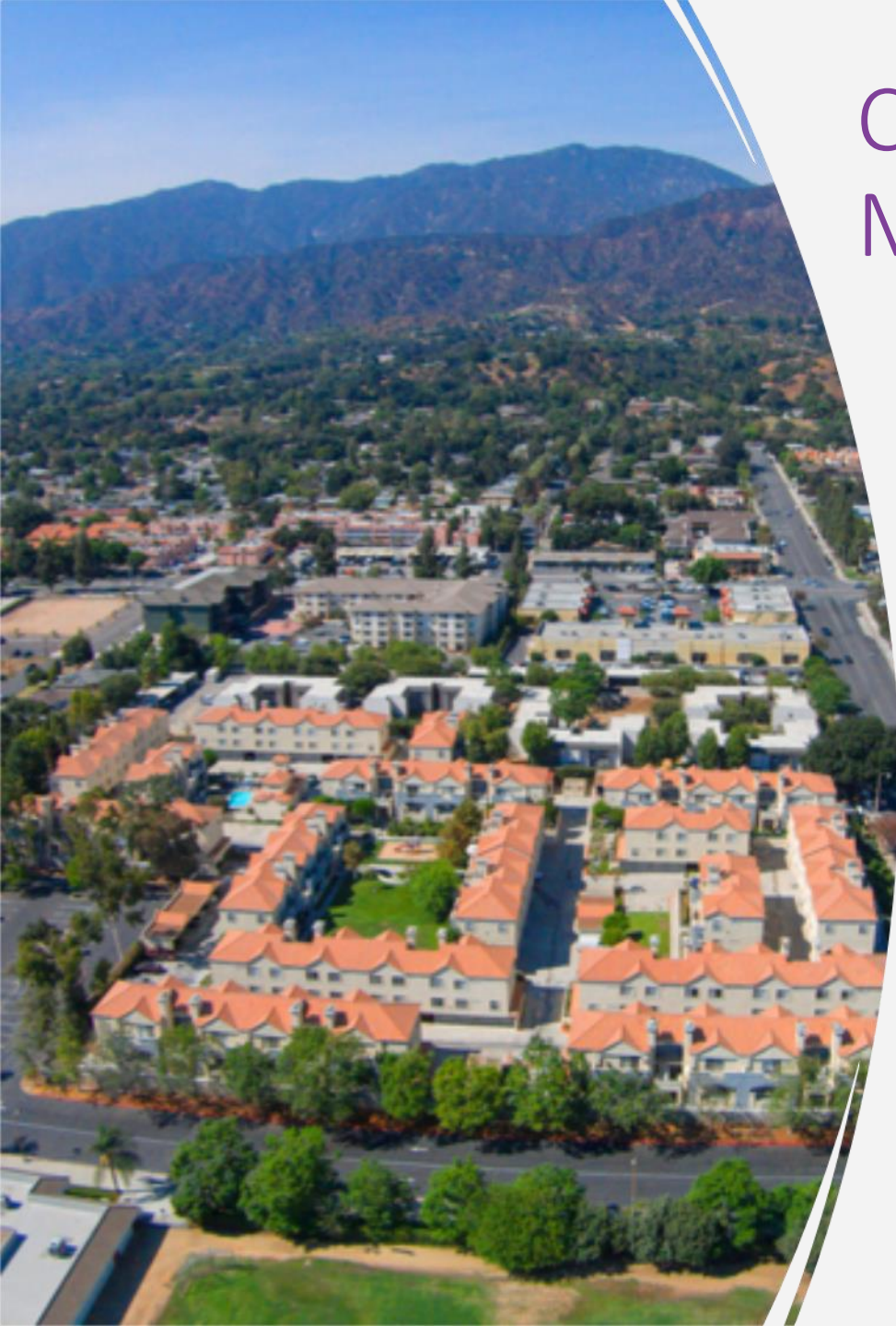
Collaborations and Resources

- **City of Hope Smoking Cessation Program** – education presentations, cobranded Clean Air Duarte, and meetings with team members
- **Apartment Association of Los Angeles County, INC.** – one-on-one meetings and letter of support
- **Duarte Chamber of Commerce**- meetings, events and education presentations
- **Duarte Kiwanis Club**- meetings, events and education presentations
- **Duarte Unified School District** – MOU to provide education presentations for students and parents
- **American Lung Association** – letter of support
- **American Heart Association** – letter of support
- **Office of Senator Anthony Portantino** – letter of support
- **Duarte Area Resource Team (D.A.R.T.)** - education presentations, meetings, events, Red Ribbon Week
- **Duarte Senior Center** – education presentation, events and Public Opinion Surveys

Apartment Association of Los Angeles County

letter of support





City of Duarte Smoke-Free Multi-Unit Housing (MUH) analysis

- List of MUH complexes provided by City of Duarte
- March-April 2021: Allegra team members conducted research to determine if smoke-free housing policies were already in place or not
 - ✓ 49 MUH complexes (townhomes, duplex, apartments, condos, and senior housing) researched for smoking policies
 - ✓ **17 MUH complexes have no-smoking policies** in place
 - ✓ 4 complexes (apartment buildings) confirmed a smoking policy is NOT in place
 - ✓ 28 MUH complexes unable to determine due to various owners and/or smoking policies information not found

17 Los Angeles County cities with smoke-free housing policies:

Best Practices- What's working?

- **No litigation against any of the cities**
- **Smoking is prohibited in 100% of all new and existing units** and within 25 feet of any nonsmoking areas, including balconies, decks, or patios
- Phase-in plan for implementation
- Signage required in all multi-unit housing complexes
- **Lease agreements required to contain language** stating that smoking in a designated nonsmoking area is breach of contract
- Violations are punishable as an infraction with fines
- Smoking prohibits use of tobacco, e-cigarettes, and marijuana (all 17 cities)

City Adopted Policy Provisions

NON-SMOKING MULTI-UNIT HOUSING ORDINANCES LOS ANGELES COUNTY



	Calabasas	Glendale	Santa Monica	South Pasadena	Burbank*	Pasadena
Year Passed:	2008	2008	2009	2010	2010	2011
POLICY PROVISIONS						
Create separate smoking and non-smoking sections	X			X		
Prohibit smoking in at least 75% of the individual units	X (80%)			X (80%)		X (100%)
Prohibit smoking in indoor common areas	X	X	X	X	X	X
Prohibit smoking in outdoor common areas	X	X	X	X	X	X
Designate smoking area away from doors and windows	X	X (2010)	X (2012)	X		
Prohibit smoking on balconies and patios		X (2010)	X (2010)		X	X
Disclosure of the location of smoking units to prospective tenants	X	X	X (2012)	X		X**
Prohibit smoking in buffer zones (balconies and patios of smoking-permitted units directly adjacent to non-smoking units)	X			X		
Declare second-hand smoke a nuisance in housing	X	X		X		
Include a phase-in plan	X		X (2012)			X
Apply to condominiums		X	X	X	X	X
Apply to existing housing	X	X	X	X	X	X
Apply to new housing	X	X	X	X	X	X
Enforcement plan						
• public education	X		X	X		X
• smoke-free lease terms	X			X		X
• private citizen enforcement	X		X	X		
• local government enforcement	X	X		X		X
Includes electronic cigarettes	X	X	X	X		
Includes marijuana	X	X	X	X	X	X

*Smoking is prohibited in units that share a common ducting system and in children's play areas and the swimming pool area when children are present.

** Landlords are required to disclose to prospective tenants about the no-smoking policy.

Last updated 08/13/2020

City Adopted Policy Provisions

NON-SMOKING MULTI-UNIT HOUSING ORDINANCES LOS ANGELES COUNTY



	Compton	Baldwin Park	Carson	Huntington Park	Temple City	Culver City
Year Passed:	2011	2011	2011	2012	2012	2014
POLICY PROVISIONS						
Prohibit smoking in at least 75% of the individual units	X (100%)	X (80%)		X (80%)		X (100%)
Prohibit smoking in indoor common areas	X	X		X	X	X
Prohibit smoking in outdoor common areas	X	X	X	X		X
Designate smoking area away from doors and windows		X		X	X	
Prohibit smoking on balconies and patios	X	X		X		
Disclosure of the location of smoking units to prospective tenants		X***				
Prohibit smoking in buffer zones (balconies and patios of smoking-permitted units directly adjacent to non-smoking units)		X		X		X
Declare second-hand smoke a nuisance in housing	X	X		X	X	X
Include a phase-in plan	X	X		X	X	X
Apply to condominiums	X	X		X	X (rental units only)	X
Apply to existing housing	X	X		X	X	X
Apply to new housing	X	X		X	X	X
Enforcement plan						
• public education						
• smoke-free lease terms	X	X		X	X	X
• private citizen enforcement		X		X	X	X
• local government enforcement	X	X			X	
Includes electronic cigarettes	X	X	X	X	X	
Includes marijuana	X	X	X	X	X	X

*** Landlords are required to disclose to prospective tenants about the no-smoking policy and location of smoking and non-smoking units. In single-family dwellings licensed as Family Day Care Home, persons with legal control must disclose to parents/guardians if smoking is permitted and does occur at facility.

City Adopted Policy Provisions

NON-SMOKING MULTI-UNIT HOUSING ORDINANCES LOS ANGELES COUNTY



	Manhattan Beach	El Monte	Beverly Hills	Bell Gardens		
Year Passed:	2015	2016	2017	2019		
POLICY PROVISIONS						
Create separate smoking and non-smoking sections						
Prohibit smoking in at least 75% of the individual units	X (100%)	X (100%)	X (100%)	X (100%)		
Prohibit smoking in indoor common areas	X	X	X	X		
Prohibit smoking in outdoor common areas	X	X	X	X		
Designate smoking area away from doors and windows				X		
Prohibit smoking on balconies and patios	X	X	X	X		
Disclosure of the location of smoking units to prospective tenants	X	X				
Prohibit smoking in buffer zones (balconies and patios of smoking-permitted units directly adjacent to non-smoking units)		X		X		
Declare second-hand smoke a nuisance in housing		X				
Include a phase-in plan	X		X			
Apply to condominiums	X	X	X	X		
Apply to existing housing	X	X	X	X		
Apply to new housing	X	X	X	X		
Enforcement plan						
• public education						
• smoke-free lease terms			X	X		
• private citizen enforcement	X	X		X		
• local government enforcement		X	X			
Includes electronic cigarettes	X	X	X	X		
Includes marijuana	X	X	X	X		

Last updated 08/13/2020

How would a smoke-free housing policy be implemented in Duarte?

- **Proposed Implementation Plan**
- Outreach: **Public Notifications** – educate residents & community members
- Train City Staff (policy and complaint protocol)
- City Notification for housing developers, landlords, and property managers
 - ✓ Signage required throughout MUH complex
 - ✓ Modified lease agreements to contain proper language



Enforcement Plan: Community education, outreach and smoking cessation resources

- Educating residents on the how secondhand smoke affects their neighbors and families could empower positive lifestyle changes
- People who smoke may not realize that they are affecting the health of others around them
- City of Hope offers a FREE 12-week smoking cessation program designed to encourage, motivate, and support smokers to quit
- Smoking cessation program is open to everyone

Proposed Smoke-free Housing Enforcement Plan



- Violations based on information obtained from Property Management and/or MUH site observation (signage, disclosure forms, etc.)



Offense Options for Violations

1st Offense -

City Staff (Code Enforcement) will send warning letter to violator with information and option to enroll in City of Hope smoking cessation program

2nd Offense -

\$75 penalty plus one-hour required virtual education class on how Secondhand Smoke (SHS) other residents. Option to enroll in smoking cessation program

3rd Offense -

\$300-500 violation plus voluntary enrollment in smoking cessation program



Smoke-free Housing Policy Enforcement

- **NO EVICTIONS**
- Community/ Neighborhood Watch (*residents can report violators anonymously*) - offenses implemented based on implementation of policy and/or when more than one resident reports the same violator
- Smokers must remain over 25 feet away from MUH complexes
- Should an offender not pay the fines or enroll in smoking cessation, fines become a citation and goes to collection

Compliance & Community Education

- Allegra will provide education to landlords, property managers, city staff and community members on how to comply with the **new smoke-free multi-unit housing policy**.
- Duarte MUH residents who smoke will be educated and empowered with resources on how to live in a smoke-free environment.
- Policy information regarding compliance should be found on city website.

Fair Housing Act

- The Act requires housing providers to make "reasonable accommodations" in rules, policies, practices, or services when necessary, to give a disabled person an equal opportunity to use and enjoy a dwelling unit or common space.
- Many individuals authorized to use medical marijuana would likely qualify as disabled under this definition.
- The Fair Housing Act, however, states that a disabled person **"does not include current, illegal use of or addiction to a controlled substance"** as defined in the federal Controlled Substances Act.
- Although several states have passed laws legalizing its sale and use, marijuana continues to be categorized as a Schedule 1 drug under federal law (that is, a drug with high potential for abuse with no currently accepted medical use in treatment in the U.S.) **Thus, it remains a federal offense to possess or use marijuana.**

Fair Housing & *Smoke-Free Housing*

- Ensure that this program does not discriminate
- Fair Housing Laws and SHS/Marijuana
- Disabled person(s) and how this MUH smoke-free policy could affect disabled people





Medical Marijuana and State Regulations (Source Public Health Law Center)

There is no absolute right to smoke medical or recreational marijuana, **especially when smoking impacts others.**

Second-hand smoke, whether from combustible or aerosolized tobacco or marijuana products, spreads throughout multi-unit dwellings.

There are other "**reasonable accommodations**," such as converting from combustible marijuana to extracts, tinctures, oils, edibles, and pills, which will not result in exposure to secondhand marijuana smoke.

**CITY OF HOPE
TOBACCO CESSATION PROGRAM**

Cessation for Hope

CITY OF HOPE TOBACCO CESSATION VIRTUAL NAVIGATION AND SUPPORT

1. City of Duarte, landlords, and property managers can refer current smokers to participate in this optional program.
2. Participants will complete an intake form be invited to a 12-week workshop/support group.
3. Facilitator will encourage participant to complete an online anonymous progress evaluation after each session.
4. Cessation Coach will offer cessation support and navigation (English/ Spanish).
5. Participants will be referred to other City of Hope and community healthy living programs, be able to participate in lung cancer screening.
6. Continued participation of the support group is encouraged to achieve healthier lifestyle.

Participant intake

1. Intake form
2. Participation Guideline

12 weeks TC Workshop/ Support Group

1. Weekly progress form

Cessation Navigation Service

1. CA Smokers' Helpline referral
2. Navigate cessation coverage & benefits
3. 3/6/12 months phone follow-up
4. Refer to COH and other community healthy living programs
5. Engage community to lung cancer screening or other research opportunities

Cessation for Hope



Access to Technology in Duarte

For people without access to the internet/online classes

- Multi Unit Housing Common Area Computers
- Duarte Public Library
- Duarte Senior Center
- City of Hope



Allegra/COH Timeline

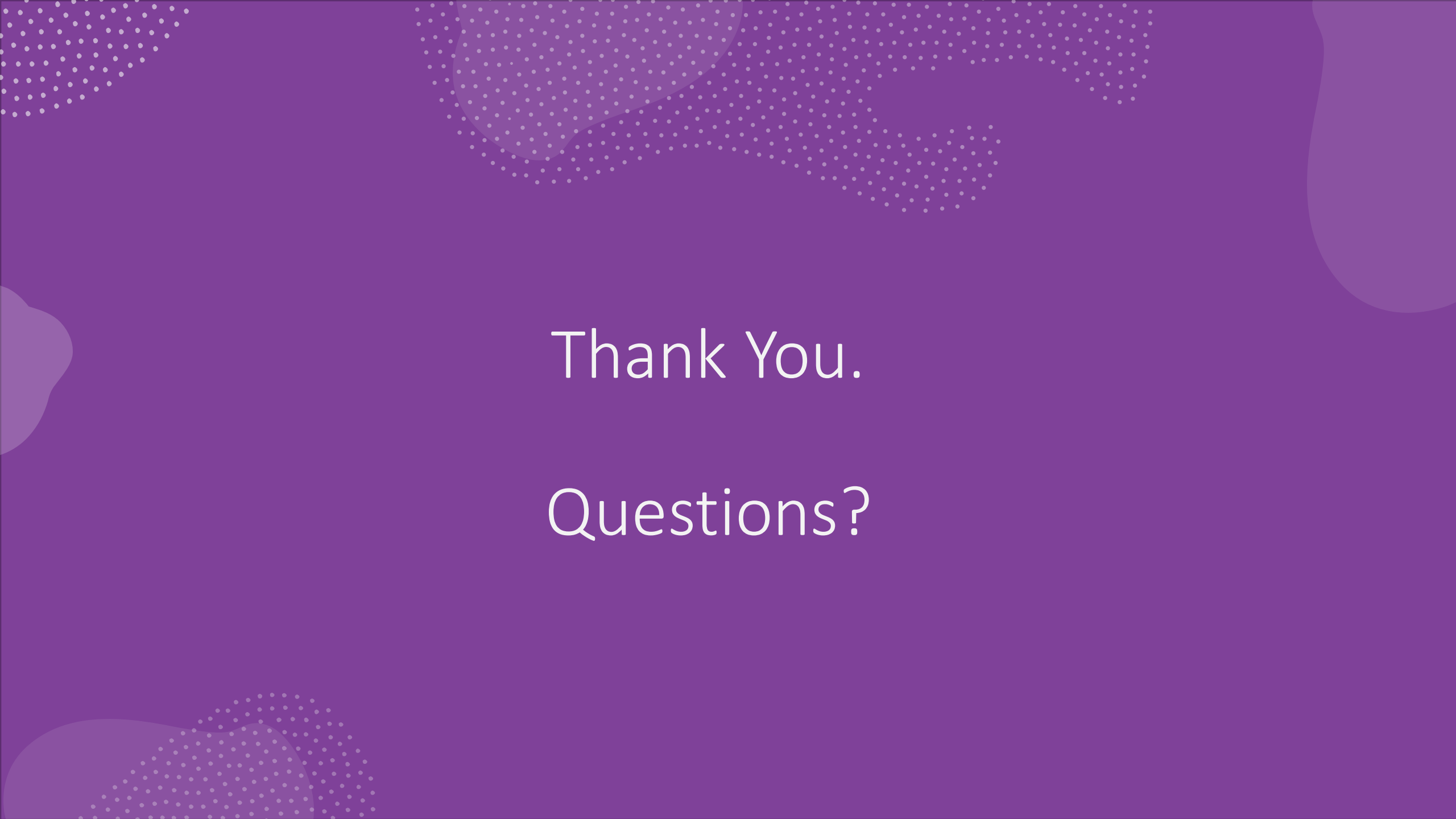
March - Research on best practices, enforcement, sample language from what works in the 16 LA County cities, and Apartment Association research

April - City of Hope Smoking Cessation Program Collaboration

July 13, 2021 City Council Presentation

- MUH research for smoke-free policies
- Sample Implementation plan and Enforcement Option
- Sample Ordinance

August-September Implementation (signage) & Community Education

The background is a solid purple color. It features several decorative elements: a large, irregular white polka-dot shape in the top left corner; a large, irregular white polka-dot shape in the top center; a large, irregular white polka-dot shape in the top right corner; a large, irregular white polka-dot shape in the bottom left corner; and a large, irregular white polka-dot shape in the bottom right corner. There are also several solid purple organic shapes scattered across the background.

Thank You.

Questions?

Section 3:

City of Duarte

Multi-Unit Housing

Analysis and UCLA

Center for Health Policy

Research Reports on

Secondhand Smoke

Duarte MUH Analysis - conducted March/April 2021

Top level data	
Yes - this complex is smoke-free, and has a no-smoking policy in place	17
No - there is not a smoking policy in place, smoking is allow within this complex	4
Unable to determine (various owners or information not found)	28
Address is not a multi-unit housing complex and smoke-free MUH policy would not apply	3



ALLEGRA
CONSULTING

Revised 6/18/2021

ALLEGRA INITIALS	ZONE	Housing Type/ Name of Complex	ADDRESS	CONTACT PERSON /ROLE	PROPERTY OWNER	MAILING ADDRESS	SMOKING POLICY?	# of units	type of MUH complex?	year built	manager on-site (Y/N?)
TOWNHOMES											
1 SM	R-4		960-958 Huntington Drive	multiple owners - HOA			unknown	14 townhomes	TOWNHOMES		
				Spoke with HOA, 8 townhomes, built in 1982, separate owners, and HOA dues at \$285 monthly, Highland Court Homeowners Association,	Various Owners		Yes - NO SMOKING. HOA CC&R's shows a no-smoking, neighbors/community is friendly and relaxed, could fine smoker if needed.	8 TOWNHOMES	TOWNHOMES	1982	
2 SM	R-4		1115-1139 Highland Avenue								
3 BM	R-3	Townhouse	1311-1343 Heather Lane, 1313-1342 Meadow Lane	separate owners, has HOA	GREENFIELD HOMES HOMEOWNERS ASSN	901 CORPORATE CENTER DR #518 MONTEREY PARK, CA 91754	unknown		townHOMES	1990	
4 BM	R-3	Townhouse	2005-2053 Windsor Circle	hoa	Windsor Circle Association		unknown		townhomes	1981	
5 BM	R-3	Swiss Trails	831-967 Swiss Trails		PARK PLACE VILLAS HOMEOWNERS ASSN	5150 OVERLAND AVE CULVER CITY, CA 90230	unknown		TOWNHOMES		
6 BM	R-4	Buena Vista Estates - townhomes	968-992 Buena Vista	Association Name: Buena Vista Estates HOA	Various Owners		unknown			1985	
7 BM	R-4	North Duarte- Townhomes	1025 Highland Avenue		Various Owners		unknown		townhomes	1980	
			913, 1933, 1941 Huntington Drive							1981	
8 BM	R-4	Townhouse	2447 HUNTINGTON DR		Various Owners		unknown		townhomes		
9 BM	R-4	Townhouse	2580, 2600, 2620 Huntington Drive		Various Owners		unknown		townhouse	1980	
10 BM	R-4	Paragon Villas - townhomes			Various Owners		unknown		townhomes	1980	
DUPLEX											
1 SM	R-4	Duplex	1024 OAK AVE		HERRERA MARIO S	1623 3RD ST. DUARTE CA 91010	unknown	2 DUPLEXES, (2 bedrooms, 1 bath)	DUPLEX		1954 NO HOA, NO PROPERTY MANAGEMENT
2 SM	R-4	Duplex	1018 OAK AVE		VILLELA DANNY	3746 E 5TH ST LOS ANGELES CA 90063	UNKOWN	2 DUPLEXES, (2 bedrooms, 1 bath)	DUPLEX		1954 NO HOA, NO PROPERTY MANAGEMENT
APARTMENTS											
1 ZSD	R-4		1832 BUENA VISTA ST	Spoke with Shirley with Cameron Properties	CAMERON PROPERTIES INC	973 E BADILLO ST #A COVINA CA 91724	No smoking policy in place - residents are allowed to smoke	32 units	Apartments		Yes
2 BM	R-4	Buena Vista Apts.	2014 Buena Vista Street	6265008621 Maria (manager on site) - Spanish-speaking only	GROUP 1 EL MONTE PROPERTIES LP	4900 SANTA ANITA AVE #2C EL MONTE CA 91731	No smoking policy in place - residents allowed to smoke, not listed in lease agreement that smoking is prohibited. Manager reported that 2-3 of her tenants smoke and she would support our campaign. No smoking policy in place, residents smoke outdoors in the back of apartment complex. Contact person stated that new management wants to make the complex smoke-free		apartment complex		yes
3 BM	R-4	Bradury Apartments	1817 2ND ST. Duarte CA 91010		Owner: CAL ARTESIA PROPERTIES INC - possible new management with Concord Management	407 E 9TH ST. LOS ANGELES CA 90015			apartment complex		
				Spoke with Joanna (manger on-site), says the complex is smoke-free and contact includes an addendum regarding no smoking allowed (inside unit and outdoor common areas). prior to COVID she allowed for us to bring flyers to educate residents about our campaign						1970	
4 BM	R-4	Duarte Park Apartment	1900 BUENA VISTA ST		1901 DUARTE PARK APARTMENTS	1020 CORPORATION WAY #100 PALO ALTO 94303	Yes - Smoke-Free	100 UNITS	apartment complex		Yes , Joanna

Suggested to send email to Property Manager, Janelle.topete@humangood.org to get support and discuss benefits of being smoke-free.						YES - Smoke-Free			
5 BM	R-4	Royal Vista Terrace	1310 ROYAL OAKS DR		ROYAL VISTA TERRACE APARTMENTS LP Owner: BRADBURY PARK LP, Care of: C/O HOWARD BRUCE HAN	516 BURCHETT ST GLENDALE CA 91203		aparmnts	
6 BM	R-4	Bradbury Park Aparments	2222 HUNTINGTON DR. Duarte, CA 91010	Miriam - manager on-site		4500 E THOUSAND OAKS #103 WESTLAKE VILLAGE CA 91362	Yes - Smoke-Free. No smoking allowed	APARTMENTS	Yes
7 BM	R-3		2012 MOUNTAIN AVE		GROUP I EL MONTE PROPERTIES LTD	PO BOX 6085 EL MONTE CA 91734	unknown	10 units/2 stories	1949
8 ZSD	R-3	Cotter Apartments	1125 Cotter Avenue		DI PANE BRYAN L	390 SAN PALO PL PASADENA CA 91107	No smoking policy in place	apartments	
9 BM	R-4	apartment - townhome style	1322 MOUNTAIN AVE		MB EQUITY LLC	PO BOX 661904 ARCADIA, CA 91066	Yes - smoke-free, no smoking allowed	apartment	
10 BM	R-4	apartments	1014 BUENA VISTA ST		HARI INTERNATIONAL LLC, care of: MR AND MRS GUPTA	324 E FOOTHILL BLVD #205 ARCADIA, CA 91006	unknown	12 units/ 1 story	1964
11 BM	R-4	Mt. Olive Apartments	1005 MOUNT OLIVE DR		Owner: MT OLIVE SEPULVEDA LP	PO BOX 160 South Pasadena CA 91031	unknown	apartments	
12 BM	R-4	apartments	2532 HUNTINGTON DR	Ronnie at 626-228-8407	Owner: HOPP GARY R AND LINDA K TRS MENA WILLIAM R, Owner2: WILLIAM R MENA TRUST	911 BUENA VISTA #2 SAN CLEMENTE, CA 92672	Yes - smoke-free	apartments	yes
13 BM	R-4	apartments	929 MOUNT OLIVE DR			980 PARKSIDE ST. AZUSA, CA 91702	unknown	6 units/2 stories	1962
14 BM	R-4	apartments	915 MOUNT OLIVE DR		Owner: VANLANDINGHAM SHERYL M CO TR Owner2: NJL LEGACY LLC	29 DELAMESA E Irvine, CA 92620	Yes - smoke-free.	28 units/2 stories	1962

CONDOS

1 BM	R-3	condo house	1177 Bradbourne Avenue	various owners	Caron Alan Co Tr.		unknown	condo	1982	
2 SM	R-4	Cielo Lindo Villas	1304 Mountain Avenue	Spoke with HOA, Nice Man, Helpful, Condos - MUH, 60 Units, HOA - Mountain MMS Homeowners Association, \$252.00 Monthly, HOA Name: Newington MountainAssociation : HOA Fee: \$375/Monthly	Various Owner: GOLDEN UNION PROPERTIES LLC NEWINGTON MOUNTAIN CONDOMINIUM ASSN	150 N SANTA ANITA AVE #645 ARCADIA CA 91006	YES - Smoke Free, In the CC&R Rules and fined \$50.00 per occurance, Suggested that smokers go to sidewalk and smoke SMOKE-FREE.	60 UNITS	CONDO	1983
3 BM	R-3		820-894 Cinamon Lane			610 N SANTA ANITA AVE #200 ARCADIA CA		57 units	condominium	
4 BM	R-3	villas/ condos	1608-1708 Third Street 1219-1245 Amberwood Drive, 2031-2037 Pepperwood Ln, 1222-1239 Stonewood Dr, 2028-2038 Oakwood Ln		TIPPING DUARTE LLC	911 S PRIMROSE AVE #P MONROVIA CA 91016	unkown		CONDO	2019 1980
5 BM	R-3	condo			AMBERWOOD HOMES COMMUNITY ASSN	927 S VILLAGE OAKS DR COVINA CA 91724	unkown		condo condo/ townhouse	2006
6 BM	R-4	condo/ townhouse	1250-1268 Duarte Road 1946-1998 1/2 Buena Vista Street		VISTA GARDEN DEVELOPMENT LLC	428 ELDORADO ST #B ARCADIA, CA 91006	unkown			1978
7 BM	R-4	VILLA BUENA VISTA			Condominiums - Various Owners		unknown		condo	
8 BM	R-4		2006 Buena Vista Street	condominium complex. HOAAssociation Name: Cardinal Management Group Monthly Association Fee: \$210	BUENA VISTA MANOR LP	970 SINGING WOOD DR. ARCADIA, CA 91006	unknown		condo	1979
9 BM	R-4	condo	918 Huntington Drive		Various Owners		unknown		condo	
10 BM	R-4	condo/ co-op	928 Huntington Drive		DUARTE SUMMIT HOMES LLC	1705 OAK GROVE AVE SAN MARINO, CA 91108	unknown		condo	
11 BM	R-4	condo	1079 Mount Olive		Various Owners				condominium	1984 NO
12 BM	R-4	condo/ co-op	1015 MOUNT OLIVE DR		Owner: 1015 MT OLIVE LLC	3231 FLETCHER DR LOS ANGELES, CA 90065	unknown		condo	1961
13 BM	R-4	condo/ co-op	714-754 Tocino Drive		Various Owners Owner: MESSINA MICHAEL R TR ET AL, Owner2: CERVELLONE SUZANNE M, Care of: C/O JOHN MESSINA		unknown		condos	1982 1985
14 BM	R-4	condos	2632 HUNTINGTON DR 1336-1428 Royal Oaks Drive, 802-1033 Junipero Drive 1367-1478 3rd Street, 903-1020 Cabrillo Street, 1002-1026 Portola Drive, 1001-1027 Cotter Avenue			8202 DRYBANK DR HUNTINGTON BEACH, CA 92646	unknown	10 units/2 stories	condo	1973
15 BM	R-3	Condominium			HUNTINGTON HOMEOWNERS ASSN	8521 WHITAKER ST BUENA PARK CA 90621	unknown		condominium	

SENIOR HOUSING

Kimberly Johnson called back and confirmed Smoke-free. Would like information via e-mail at kimberly.johnson@humangood.org to review campaign.						YES - Smoke-Free			
1 BM	Senior Housing	Andres Duarte Terrace	1730 Huntington Drive					senior housing	
2 BM	Senior Housing	Heritage Park Apartments	915 Highland Avenue				YES - Smoke-Free	Senior housing	yes

3 BM	Senior Housing	Huntington Oaks Village	1657 Huntington Drive	complex is smoke-free (but there are approximately 8 resident smokers and there's a designated smoking area on site)			YES - Smoke-Free		
4 BM	R-4	Heritage Park Apartments - Senior Aparment Homes	915 HIGHLAND AVE		915 HIGHLAND AVENUE PARTNERS LP	30950 RANCHO VIEJO RD #100 SAN JUAN CAPISTRANO CA 92675	Yes - smoke-free		Senior housing apartment
				05/04/2021; spoke with property manager, this is a smoke free MUH, It's a an age restricted, 55 years and older, considered a Senior Complex- the rental application shows that this is a Smoke Free Building			YES-Smoke-Free (Website)		119 senior homes
5 SM	R-4	SENIOR COMPLEX	1657 HUNTINGTON DR		HUNTINGTON OAKS VILLAGE	201 OCEAN AVE #1006P SANTA MONICA CA 90402	Yes - Smoke-Free		senior housing
6 BM	Senior Housing	Duarte Park Apartment	1901 Buena Vista				Yes - Smoke-free		
7 BM	Senior Housing	Royal Vista Terrace	1310 Royal Oaks Drive						
8 BM	Senior Housing	Westminster Gardens	1420 Santo Domingo Avenue				Yes- Smoke-free		

SINGLE-FAMILY HOME - smoke-free MUH policy would not apply

1 SM	R-4	HOUSE	1003 HIGHLAND AVE		MILLER JUSTIN W	1003 HIGHLAND AVE DUARTE CA 91010	unknown	one	house - not MUH	
2 BM	R-4	listed as a 3-bedroom single-family home	2006 BUENA VISTA ST REAR		CALIFORNIA AMERICAN WATER CO	PO BOX 5627 CHERRY HILL, NJ 08034	unkown	one	house - not MUH	1952
3 BM	R-4	single-family home	906 HIGHLAND AVE		Owner: STUTE TERI	906 HIGHLAND AVE DUARTE CA 91010	unkown	ONE	SINGLE FAMILY HOME	

March 2016

Unequal Protection: Secondhand Smoke Threatens Health of Tenants in Multi-Unit Housing in Los Angeles

Ying-Ying Meng, DrPH; Tamanna Rahman, MPH; Daniel Hanaya, MPP; Vanessa Lam, BA; Marlene Gomez, MPH; Peggy Toy, MA; Steven P. Wallace, PhD

SUMMARY: Secondhand smoke is dangerous to a person's health at any level of exposure. Yet policies that prevent smoking are not in place for a majority of market-rate multi-unit housing complexes, according to a new survey of nearly 1,000 apartment dwellers in the city of Los Angeles. Approximately 37 percent of respondents reported that secondhand smoke had drifted into their apartments in the past

year. Households with members of vulnerable populations, such as children or individuals with chronic conditions, are more likely to report smoke drifting from adjacent units. Four out of five respondents—including more than half of those who self-reported currently smoking—supported a smoke-free policy in common areas and/or individual units.

“Eighty-two percent of respondents said they would prefer living in a nonsmoking building.”

Exposure to secondhand smoke (SHS) is a major public health issue, with an estimated 41,000 nonsmoking adults dying as a result of SHS every year in the United States.¹ Approximately 58 million people in the U.S., or one in four nonsmokers, are exposed to SHS. Individuals living in multi-unit housing (approximately 80 million individuals nationally) are especially vulnerable to SHS from neighboring units, balconies, and outdoor areas. Nationally, more than one in three nonsmokers living in rental housing are exposed to SHS.¹ Exposure to secondhand smoke from the burning of tobacco products has been linked to such avoidable health issues for nonsmoking adults and children as heart disease, lung cancer, stroke, severe asthma attacks, and poor respiratory health.²

With funding from the Centers for Disease Control and Prevention's (CDC) Racial and Ethnic Approaches to Community Health

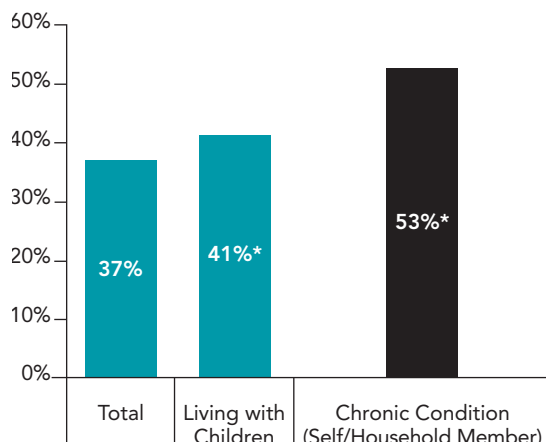
(REACH) program, the UCLA-Smokefree Air for Everyone (UCLA-SAFE) project at the UCLA Center for Health Policy Research aims to improve health by increasing access to smoke-free housing for low-income neighborhoods in the city of Los Angeles for both affordable and market-rate privately owned multi-unit housing (e.g., apartment buildings or condominiums). This policy brief presents data collected from public opinion surveys of 985 tenants (adults ages 18 years and older) living in multi-unit housing in the city of Los Angeles.

Most Tenants Are Living Without Smoke-Free Policies

Currently, there is no ordinance in the city of Los Angeles that requires the prohibiting of indoor smoking in apartments and condominiums.³ Therefore, voluntary adoptions of smoke-free housing policies are at the discretion of individual property owners and management companies, especially in

Exhibit 1

Reported Secondhand Smoke Drifting from Outside Unit



* Indicates statistically significant difference from those in a household without children or those without a chronic medical condition, respectively.

“A majority of households reported that their building had no existing smoke-free policy, or that they were unaware of a such a policy.”

market-rate multi-unit housing. There have been some efforts by private owners to adopt smoke-free multi-unit housing policies, but more work needs to be done.⁴ A majority of survey respondents (80 percent) reported either living in a building that does not have a smoke-free policy or being unaware of whether such a policy was in place. Many respondents also noted observing cigarette butts in residential common areas such as outdoor walkways (44 percent), parking areas (35 percent), and hallways (19 percent). When asked whether smoking was ever allowed in their apartment or condo, 17 percent of respondents said smoking was permitted. About 16 percent reported currently smoking; 6 percent said they smoked every day, and 10 percent said they smoked only some days.

Vulnerable populations (e.g., children, individuals with a preexisting chronic medical condition, or the elderly) are at a heightened risk of adverse health effects from SHS exposure,⁵ especially if they live in buildings where smoking is allowed.^{6,7} Eighty-one percent of respondents with children in the household reported either living in buildings with no current smoke-free policies or being unaware of whether a nonsmoking policy had been implemented. Additionally, about 68 percent of respondents who either had a

chronic illness themselves or who lived with someone with a chronic illness reported living in a building without a smoke-free policy.

Vulnerable Populations Are More Likely to Be Exposed to Secondhand Smoke

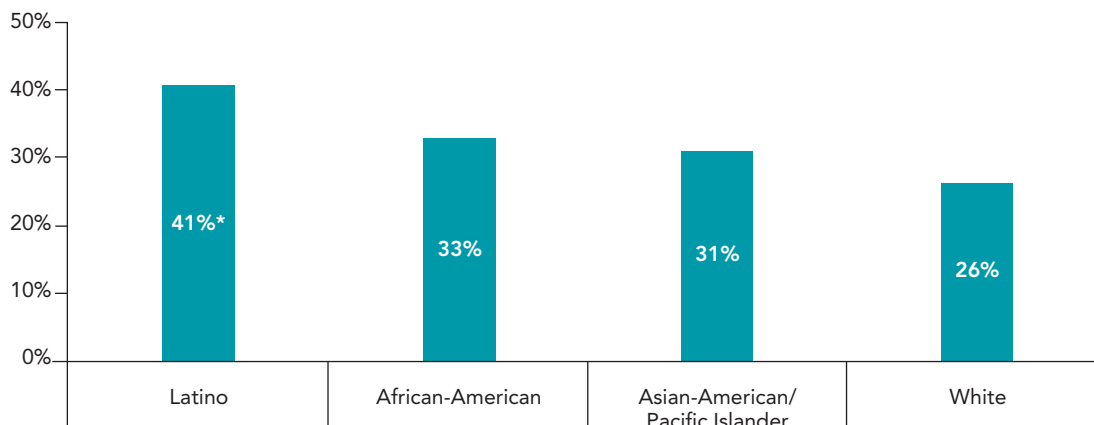
Secondhand smoke exposure can be an issue for people living in multi-unit housing, since tobacco smoke can drift in from adjacent units, common areas, or even outdoors. Approximately 37 percent of all respondents reported experiencing SHS drifting into their apartment in the past year. Of those who had SHS drift into their apartment, 20 percent said it came from another unit, 42 percent said it came from outdoors, and 33 percent said it drifted from both another unit and outdoors. Of the 37 percent who reported secondhand smoke drifting into their apartment, a majority (71 percent) had attempted to prevent the smoke from entering their home, but only a small number reported complaining to the smoker (22 percent) and to the owner or management directly (19 percent). This means that many apartment owners are unaware that drifting SHS is a problem for their tenants.

There is no safe level of exposure for SHS.⁵ Inhaling SHS causes various health problems, and it is especially harmful to vulnerable populations, such as children, women who are pregnant, and people living with chronic conditions.^{5,7} A majority of households in the target community have children living in the household. About 22 percent of respondents reported having an infant/young child (age 0-5 years) living in their apartment, and 40 percent have a child who is 6-17 years of age living with them (these are not mutually exclusive). Of those respondents living with children (age 0-17 years), 41 percent had noticed SHS drift into their apartment, a significantly greater number than those without children (Exhibit 1).

People with chronic conditions such as asthma, heart disease, diabetes, or other respiratory or cardiovascular conditions are also vulnerable, because exposure to SHS can further exacerbate their conditions.⁵ Twenty-four percent of

Secondhand Smoke Drifting into Apartments, by Race/Ethnicity

Exhibit 2



* Indicates statistically significant difference from other racial/ethnic groups.

respondents noted that either they or a family member have a chronic health condition. Among respondents who reported that they or a family member have a chronic condition, 53 percent have had SHS drift into their apartment, which is also significantly more than those without a chronic condition (Exhibit 1). Additionally, 71 percent think their health was worsened by exposure to SHS.

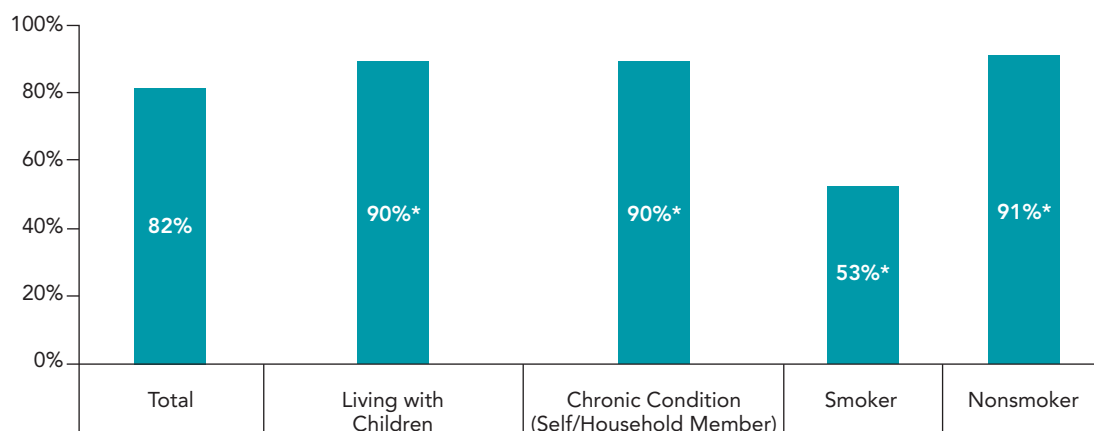
Minority populations living in multi-unit housing are also disproportionately exposed to SHS.¹ Forty-one percent of Latinos, 33 percent of African-Americans, and 31 percent of Asian-American/Pacific Islanders reported experiencing SHS drifting into their apartments, compared to 26 percent of Whites (Exhibit 2).

Tenants, Even Those Who Smoke, Support Smoke-Free Housing Policies

Tenants surveyed were largely aware that SHS exposure negatively impacts health. Ninety-one percent of respondents believe SHS is harmful to a person's health. Findings from the tenant survey suggest that there is major support for smoke-free housing policies among multi-unit housing residents living in the project target area. Approximately four out of five respondents (82 percent) would prefer to live in a nonsmoking section of a building and/or in an entirely nonsmoking property. Approximately half of people who smoke (53 percent) would prefer to live in a nonsmoking section of the building and/or in an entirely nonsmoking building, as would a majority of nonsmokers (91 percent) (Exhibit 3).

Preference for Living in Nonsmoking Part of a Building or in Entirely Smoke-Free Building

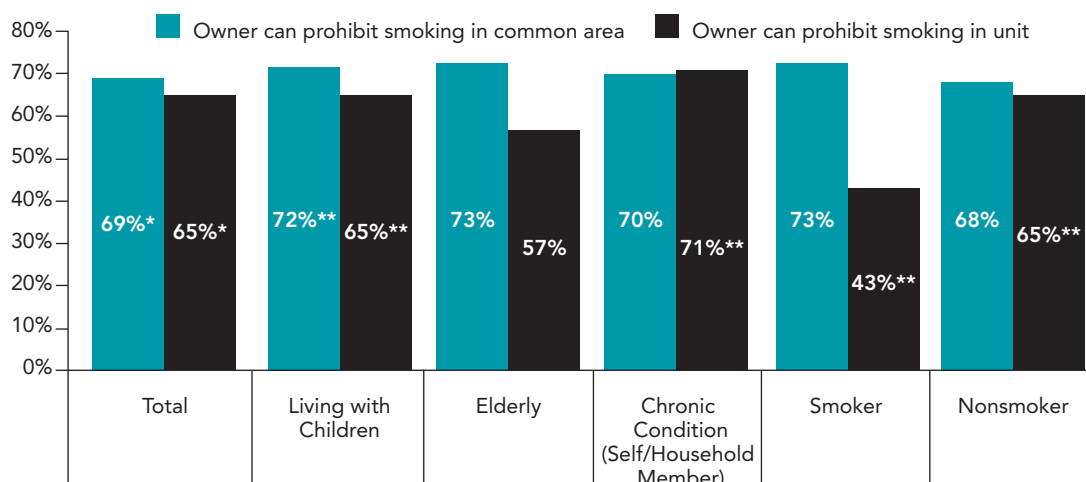
Exhibit 3



* Indicates a statistically significant difference from comparison group, such as without children or without chronic condition and smoker vs. nonsmoker.

Exhibit 4

Believe Property Owners Can Prohibit Smoking in Common Areas and/or Units



* Indicates a statistical significance in comparison with those who do not believe that owners can prohibit smoking in their properties.

** Indicates a statistically significant difference from comparison group, such as without children or without chronic condition and smoker vs. nonsmoker.

“The majority of respondents (95 percent) said they believed that smoke-free policies should apply to both new and existing buildings.”

Respondents living with children or with a chronic medical condition (self or household member) are more likely to prefer living in a nonsmoking section of the building and/or in an entirely nonsmoking building than those not living with these vulnerable populations.

When asked what kinds of properties smoke-free housing laws should apply to, the majority of respondents (95 percent) said they believe the laws should apply to new buildings, existing buildings, or both. Among residents who smoke, 85 percent think these laws should apply to new buildings, existing buildings, or both.

Tenants Believe Owners Can Implement Smoke-Free Policies on Their Properties

To protect the health of residents, property owners can voluntarily prohibit tobacco use on their properties. Respondents' support for smoke-free policies was further reflected by their beliefs regarding the ability of property owners to limit smoking on their properties, with many respondents (68 percent) believing that apartment owners can prohibit smoking on their properties. Overall, more respondents believe that property owners can prohibit smoking in common areas (69 percent) and individual apartment units

(65 percent) than believe that property owners cannot prohibit smoking in these areas (Exhibit 4).

Additionally, among respondents who smoke, a significant number believe property owners can prohibit smoking in common areas (73 percent) and individual apartments (43 percent) (Exhibit 4). Respondents living with children or with a chronic condition (self or household member) were more likely to report believing that property owners could prohibit smoking in individual units, common areas, or both than those living without these vulnerable groups (Exhibit 4).

A majority of respondents believe that property owners could take actions to protect the health of all their residents, including nonsmokers, children, and those with medical sensitivities. Sixty-eight percent of all respondents believe that in the event of a violation of an existing smoking restriction in the signed lease, the property owner can require the tenant to move out. Additionally, the survey showed that 53 percent of people who smoke believe that such a violation is permissible grounds for requiring the tenant to move out.

Conclusion and Recommendations

Progress has been made to eliminate exposure to SHS in workplaces and public spaces, but SHS exposure at home—especially in apartments and condominiums—is a persistent problem. There has been increasing support for smoke-free housing policies throughout the United States. Since 2009, the U.S. Department of Housing and Urban Development (HUD) has encouraged public housing agencies to adopt voluntary smoke-free policies for their buildings and common areas, and a recently proposed rule would require *all* public housing properties in the nation to be entirely smoke-free. While this provides a tremendous opportunity to further reduce the risk of SHS exposure among nonsmokers and vulnerable populations, those living in privately owned market-rate and affordable multi-unit housing are not yet offered the same protections. The results obtained from this survey clearly highlight the need and support for smoke-free multi-unit housing policies in Los Angeles. Recommended actions are:

- **Support uniform smoke-free multi-unit housing policies:** There should be a greater effort to implement smoke-free housing policies to protect the health of those individuals living in privately owned market-rate and affordable multi-unit housing. Currently, nine cities in Los Angeles County have implemented smoke-free housing policies.⁸ In addition, the Housing Authority of the County of Los Angeles established a smoke-free policy for public housing two years ago, while the Housing Authority of the City of Los Angeles is moving toward a smoke-free policy for public housing by 2018. This creates a system of unequal protection for people living in market-rate and affordable multi-unit housing if no efforts will be made to protect this population.
- **Protect the most vulnerable:** Properly implementing smoke-free policies for multi-unit housing can reduce involuntary SHS exposure for nonsmokers. Smoke-free protections can be especially important for those who are most vulnerable (e.g., low-income households and individuals, children, elderly, pregnant women, and people with chronic conditions or disabilities), since exposure to SHS can increase the risk of respiratory and cardiovascular illnesses and cancer and can exacerbate existing health conditions.
- **Bring together stakeholders through community-based education:** Bring together diverse stakeholders through community-based education to enable implementation of voluntary policies prohibiting smoking in and near residential areas. This multisectoral convening should include representation of tenants, property owners, community-based organizations, local health professionals, city officials, and landlord associations to ensure communication and collaboration among these nontraditional partners in implementing smoke-free protections for all.
- **Support cessation efforts:** Studies show relatively high self-reported quit rates and reduction of tobacco consumption following the implementation of smoke-free housing policies.⁹ Efforts are needed to help adults and teens quit smoking through referrals to local smoking-cessation services. The availability of smoking-cessation resources provides an opportunity to assist residents of multi-unit housing who want to quit smoking and preserve their tenancy in smoke-free housing.

“Residents living in privately owned apartments should be offered the same protections from secondhand smoke as those living in public housing.”

Methodology

The UCLA-SAFE Multi-Unit Housing Tenant Survey (“Tenant Survey”) was adapted from the Los Angeles County Department of Public Health, Division of Chronic Disease and Injury, Tobacco Control and Prevention Program, Smokefree Multi-Unit Housing Survey, 2012. Staff from UCLA-SAFE project partners, Community Development Technologies (CDTech), and FAME Corporations administered the tenant survey door-to-door and in convenient locations such as carwashes and laundromats. The target location for surveying was limited to Council Districts 8, 9, and 10 in the city of Los Angeles because of the high density of the study’s target population of African-Americans, Latinos, and multi-unit housing tenants. Survey responses were recorded using handheld electronic devices on the Survey Analytics platform. Survey Analytics was used as a secure data-storage platform and for preliminary data analysis. A total of 985 surveys were conducted between October 2015 and January 2016. No other personal identifying information was collected for the survey.

Respondents were initially screened for age and residence to match the objective of the survey, which was to get the opinions of adults (age 18 years and older) living in multi-unit housing (e.g., apartments, condominiums, townhouses, duplexes, etc.) in the target districts. Those living in residential motels/hotels or single-family homes were excluded from the survey. Voluntary participants who passed the screening protocol (i.e., adults who rent or own their apartment or other multi-unit housing) were administered the rest of the survey. The survey was conducted in either English or Spanish.

Survey Priority Population

Priority populations for this project are low-income Latino and African-American families residing in multi-unit housing in the city of Los Angeles (City Council Districts 1, 6, 8, 9, 10, and 14). Latinos are approximately 48 percent of the city’s population, with 56 percent of all Latino households residing in multi-unit buildings. African-Americans are estimated to be approximately 11 percent of the city’s population, with more than half (54 percent) living in multi-unit housing. Comparative analysis with U.S. Census data showed that the racial/ethnic distribution of survey respondents was representative of the priority project area in Council Districts 8, 9 and 10: 52 percent Latino, 31 percent African-American/Black, 10 percent Asian/Pacific Islander, 5 percent White/Non-Hispanic, and 2 percent other categories. The tenant survey was conducted in either English or Spanish.

Author Information

Ying-Ying Meng, DrPH, a senior research scientist and co-director of the Chronic Disease Program at the UCLA Center for Health Policy Research (the Center), is the lead evaluator for the CDC REACH-funded UCLA-SAFE Project. Tamanna Rahman, MPH, is a graduate student researcher for the UCLA-SAFE Project and a doctoral student in the UCLA Fielding School of Public Health (FSPH), Department of Environmental Health Sciences. Daniel Hanaya is project coordinator for the UCLA-SAFE project. Vanessa Lam is a graduate student researcher for the UCLA-SAFE Project and a master’s student in the UCLA FSPH and Luskin School of Public Affairs. Marlene Gomez, MPH, is project manager for the UCLA-SAFE project at the Center. Peggy Toy, MA, director of the Health DATA Program at the Center, is project director for the UCLA-SAFE project. Steven P. Wallace, PhD, chair and professor in the Department of Community Health Sciences at the UCLA FSPH and an associate director at the Center, is the principal investigator for the UCLA-SAFE Project.

Acknowledgments

The authors wish to thank the staff of CDTech and of FAME Corporations for conducting the surveys in the community. The authors would also like to thank the following individuals for their thoughtful reviews and assistance: Terry Kanakri, Gwen Driscoll, Venetia Lai, and Celeste Maglan. The authors would also like to thank the following individuals for their helpful comments: Esther Schiller, founder and strategic consultant, S.A.F.E.; John Yi, advocacy director, American Lung Association in California; and Montgomery Messex, staff analyst, Los Angeles County Department of Public Health.

Suggested Citation

Meng YY, Rahman T, Hanaya D, Lam V, Gomez M, Toy P, Wallace SP. *Unequal Protection: Secondhand Smoke Threatens Health of Tenants in Multi-Unit Housing in Los Angeles*. Los Angeles, CA: UCLA Center for Health Policy Research, 2016.

This publication was supported by the Cooperative Agreement Number DP005812, funded by the Centers for Disease Control and Prevention (CDC). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the CDC or the U.S. Department of Health and Human Services.

Endnotes

- 1 Centers for Disease Control and Prevention. 2015. *Secondhand Smoke: An Unequal Danger*. Retrieved from <http://www.cdc.gov/vitalsigns/tobacco/>.
- 2 National Cancer Institute at the National Institutes of Health. 2014. *Harms of Cigarette Smoking and Health Benefits of Quitting*. Retrieved from <http://www.cancer.gov/about-cancer/causes-prevention/risk/tobacco/cessation-fact-sheet#q3>.
- 3 Center for Tobacco Policy and Organizing. 2011. *Matrix of Local Smokefree Housing Policies*. American Lung Association in California.
- 4 *Smokefree Apartment House Registry*. 2000. Smokefree Apartment House Registry. Retrieved from http://www.smokefreeapartments.org/list_lacity.html.
- 5 U.S. Department of Health and Human Services. 2006. *The Health Consequences of Involuntary Exposure to Tobacco Smoke*. Retrieved from <http://www.surgeongeneral.gov/library/reports/secondhandsmoke/fullreport.pdf>.
- 6 Kraev TA, Adamkiewicz G, Hammond SK, Spengler JD. 2009. *Indoor Concentrations of Nicotine in Low-Income, Multi-Unit Housing: Associations with Smoking Behaviours and Housing Characteristics*. *Tobacco Control* 18:438-444. Retrieved from <http://www.njgasp.org/wp-content/uploads/2014/05/Tob-Control-2009-Kraev-438-441.pdf>.
- 7 Wilson KM, Klein JD, Blumkin AK, et al. 2011. Tobacco-Smoke Exposure in Children Who Live in Multiunit Housing. *Pediatrics* 127(1): 85-92.
- 8 Center for Tobacco Policy and Organizing. 2015. *Matrix of Strong Local Smokefree Multi-Unit Housing Ordinances*. American Lung Association in California. Retrieved from <http://center4tobaccopolicy.org/wp-content/uploads/2013/12/FINAL-Matrix-of-Strong-Local-MUH-Ord-Sept-2015.pdf>.
- 9 Pizacani BA, Maher JE, Rohde K, et al. 2012. Implementation of a Smokefree Policy in Subsidized Multiunit Housing: Effects on Smoking Cessation and Secondhand Smoke Exposure. *Nicotine Tob Res* 14:1027-34.

10960 Wilshire Blvd., Suite 1550
Los Angeles, California 90024



The UCLA Center
for Health Policy Research
is part of the
UCLA Fielding School of Public Health.

The analyses, interpretations, conclusions,
and views expressed in this policy brief are
those of the authors and do not necessarily
represent the UCLA Center for Health Policy
Research, the Regents of the University
of California, or collaborating
organizations or funders.

PB2016-2

Copyright © 2016 by the Regents of the
University of California. All Rights Reserved.

Editor-in-Chief: Gerald F. Kominski, PhD

Phone: 310-794-0909
Fax: 310-794-2686
Email: chpr@ucla.edu
www.healthpolicy.ucla.edu



Read this publication online

Health Policy Brief

May 2020

Health at Risk: Policies Are Needed to End Cigarette, Marijuana, and E-Cigarette Secondhand Smoke in Multi-Unit Housing in Los Angeles

Peggy Toy, Catherine Yount, Ying-Ying Meng, William Zou, Jessica Ventura, Huongly K. Do, and Nadereh Pourat

“Harmful toxins in tobacco are also found in marijuana secondhand smoke and e-cigarette secondhand vapor.”

SUMMARY: The proportion of Californians reporting exposure to secondhand smoke (SHS) from tobacco and marijuana and electronic cigarette (e-cigarette) vapor has grown over time, despite an increasing number of smoke-free local laws in the last 10 years. Residents of market-rate, privately owned multi-unit housing (MUH)—e.g., apartments—are particularly at risk of drifting SHS. In a 2019 study of 4,800 tenants and 176 MUH owners in the city of Los Angeles, we found that 49% of tenants reported exposure to drifting SHS, including SHS from tobacco (39%), marijuana (36%), and e-cigarettes (9%). Tenants who lived with children and those who

had lived or were living with someone who had a chronic health condition were significantly more likely to report exposure to drifting SHS. The vast majority of tenants and owners supported policies that restricted smoking in MUH, with most supporting tobacco and marijuana policies. Yet support for smoke-free policies was mixed with strong concerns about enforcement of such policies. Our findings reveal the high level of SHS in MUH, gaps in existing voluntary smoke-free policies, and the need for a consistent implementation and enforcement plan to prevent exposure to SHS for all Los Angeles residents.

Secondhand smoke (SHS) from tobacco causes approximately 33,950 deaths from heart disease and 7,330 deaths from lung cancer each year in the United States. Between 1964 and 2014, 2.5 million adult nonsmokers died from exposure to SHS.¹ SHS is harmful to children and other vulnerable populations,² and there is no safe level of exposure.¹

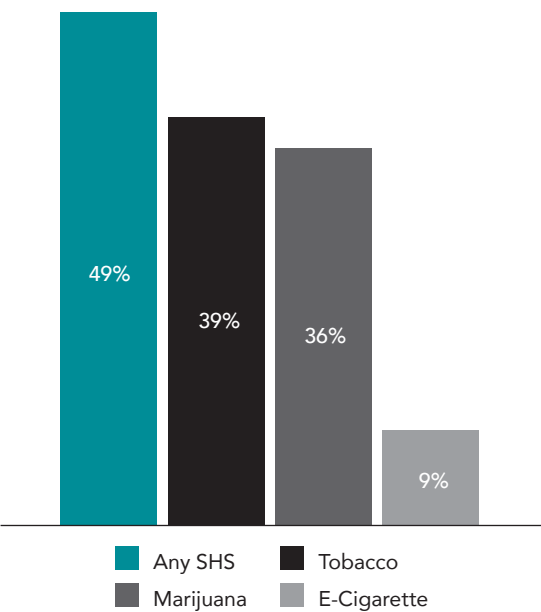
Harmful toxins in tobacco are also found in marijuana SHS and e-cigarette secondhand vapor.² Repeated exposure to marijuana SHS also affects heart health significantly.³ The less perceptible e-cigarette vapor is actually an aerosol that contains ultrafine particles, which are easily inhaled. The particles can

worsen respiratory ailments, such as asthma, and they can also cause arteries to constrict, potentially triggering a heart attack.^{4, 5, 6} In addition, the legalization of marijuana and the increasing prevalence of e-cigarettes have increased exposure to SHS.³ E-cigarettes as a new medium for the delivery of tobacco and marijuana have reversed declining trends in tobacco use and reductions in SHS exposure. E-cigarettes have also become a new source of environmental air and waste pollution.⁷

SHS cannot be controlled in buildings, because the toxic fumes and particulates it contains drift throughout a property. Exposure to drifting SHS is a problem in multi-unit

Exhibit 1

Secondhand Smoke Exposure Among Multi-Unit Housing Tenants in Selected Los Angeles City Council Districts, 2020



Source: Authors' survey of tenants and owners in Los Angeles, 2019

Note: Tenants in 12 of 15 Los Angeles City Council Districts were surveyed.

Tenants of districts 8, 9, and 10 were not surveyed in this study. Owners were surveyed in all city districts.

“Nearly half of all tenants reported that secondhand smoke had drifted into their unit.”

housing (MUH), such as apartments, condos, townhouses, duplexes, and any property in which units share a common wall. These units often share plumbing, electrical, and ventilation systems. SHS drifts from neighboring units, balconies, and shared common areas where smoking is permitted. Public health experts recommend that MUH properties be 100% smoke-free to effectively protect residents from health risks caused by SHS.⁸ Similar policies are applied to publicly owned MUH that are regulated by the U.S. Department of Housing and Urban Development (HUD). However, privately owned MUH is under the authority of local municipalities, which enact local housing laws. Most municipalities do not consistently include restrictions on smoking in MUH.

A significant share of residents of major urban areas live in privately owned MUH, which has fewer tobacco control policies compared to more affluent suburban communities.⁹ Many neighborhoods in the city of Los Angeles are densely populated,¹⁰ but the city has no ordinance to restrict smoking in privately owned MUH. Impediments to such an ordinance have included concerns about lack of enforcement or evictions that could exacerbate homelessness;¹¹ loss of affordable housing to gentrification following smoke-free policies; and inability to change existing leases to restrict smoking in rent-controlled properties.^{12, 14}

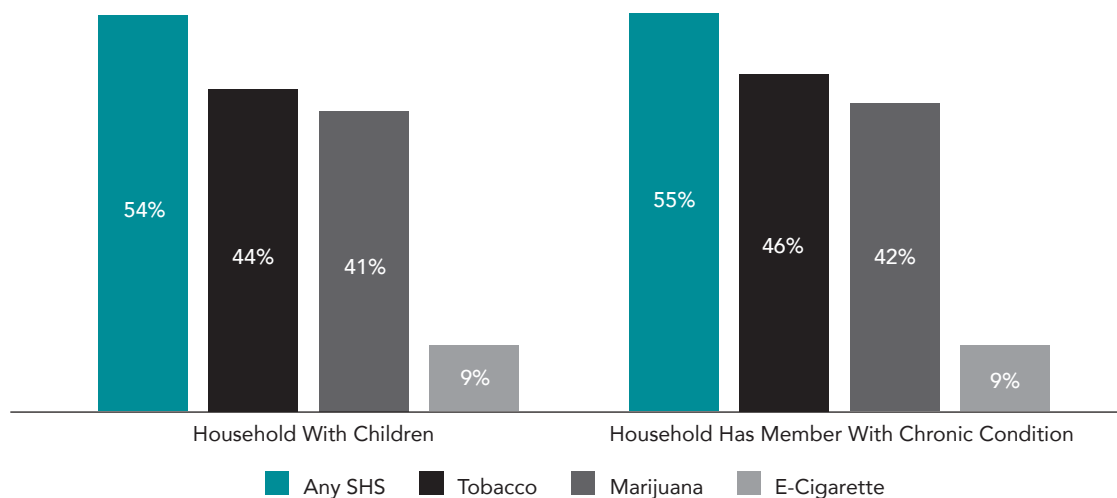
We surveyed tenants and owners of MUH in 12 of 15 city council districts in Los Angeles between 2019 and 2020 to understand exposure to tobacco, marijuana, and e-cigarette SHS and to learn their opinions on policies to reduce SHS exposure. Tenants of council districts 8, 9, and 10 were surveyed previously, in a similar study.^{13, 14} We also interviewed some owners to gain additional insights on implementation and enforcement challenges.

Many Tenants of Privately Owned Multi-Unit Housing Are Exposed to Secondhand Smoke

Nearly half (49%) of all tenants we surveyed reported that SHS had drifted into their unit in the past year (Exhibit 1). The most common types of drifting smoke were from tobacco (39%) and marijuana (36%). A smaller percentage (9%) of tenants reported experiencing drifting vapor from e-cigarettes. Of those who reported smoke drifting into their unit, 74% said the smoke had come from outdoors, 64% reported that smoke had come from another unit, and 41% reported that smoke had drifted in from both outdoors and another unit (data not shown). Only 16% of tenants reported allowing smoking inside their home.

Secondhand Smoke Exposure Among Multi-Unit Housing Tenants and Among Households With Children and Chronic Health Conditions, Selected Los Angeles City Council Districts, 2020

Exhibit 2



Source: Authors' survey of tenants and owners in Los Angeles, 2019

Note: Tenants in 12 of 15 Los Angeles City Council Districts were surveyed.

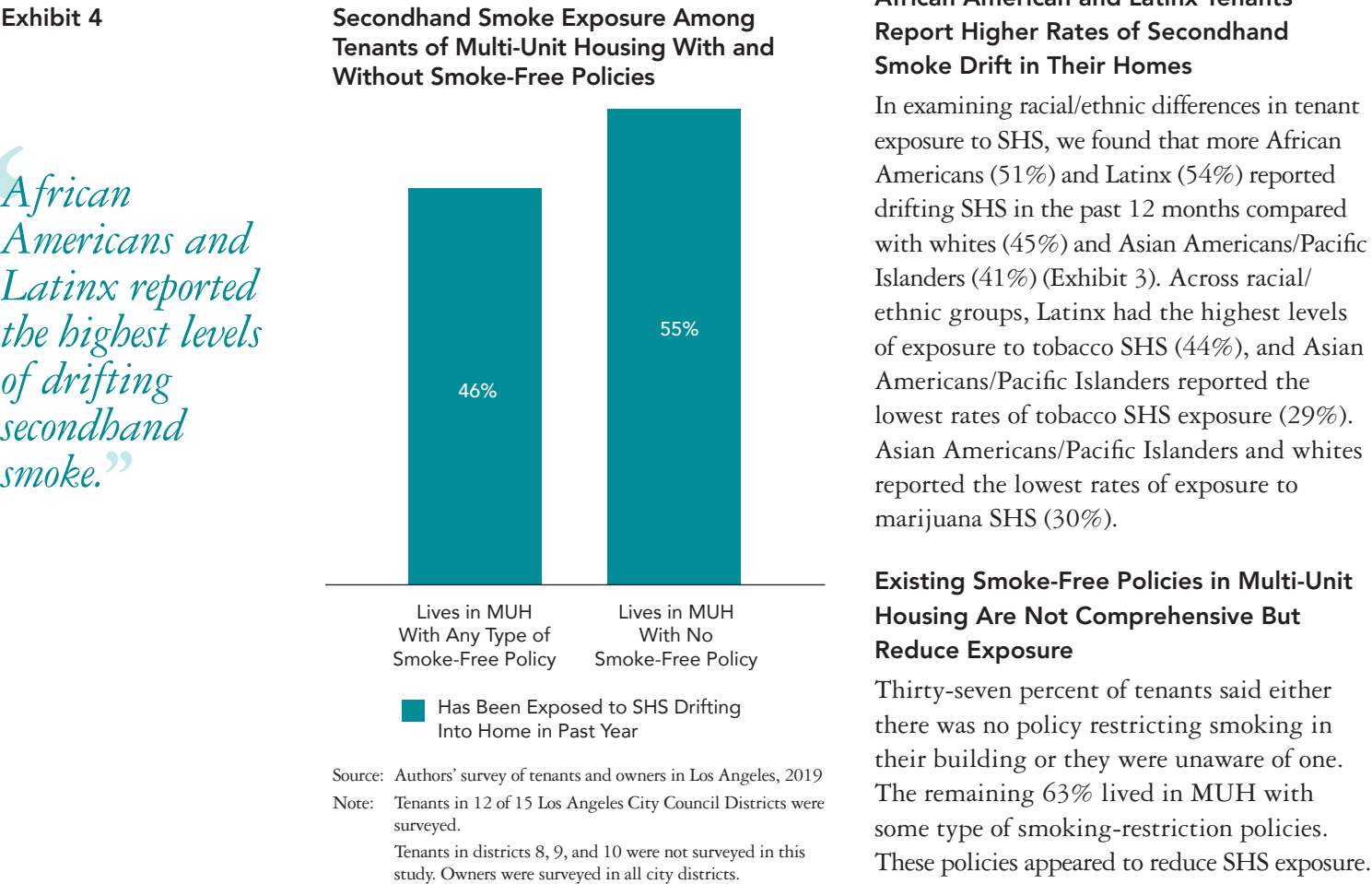
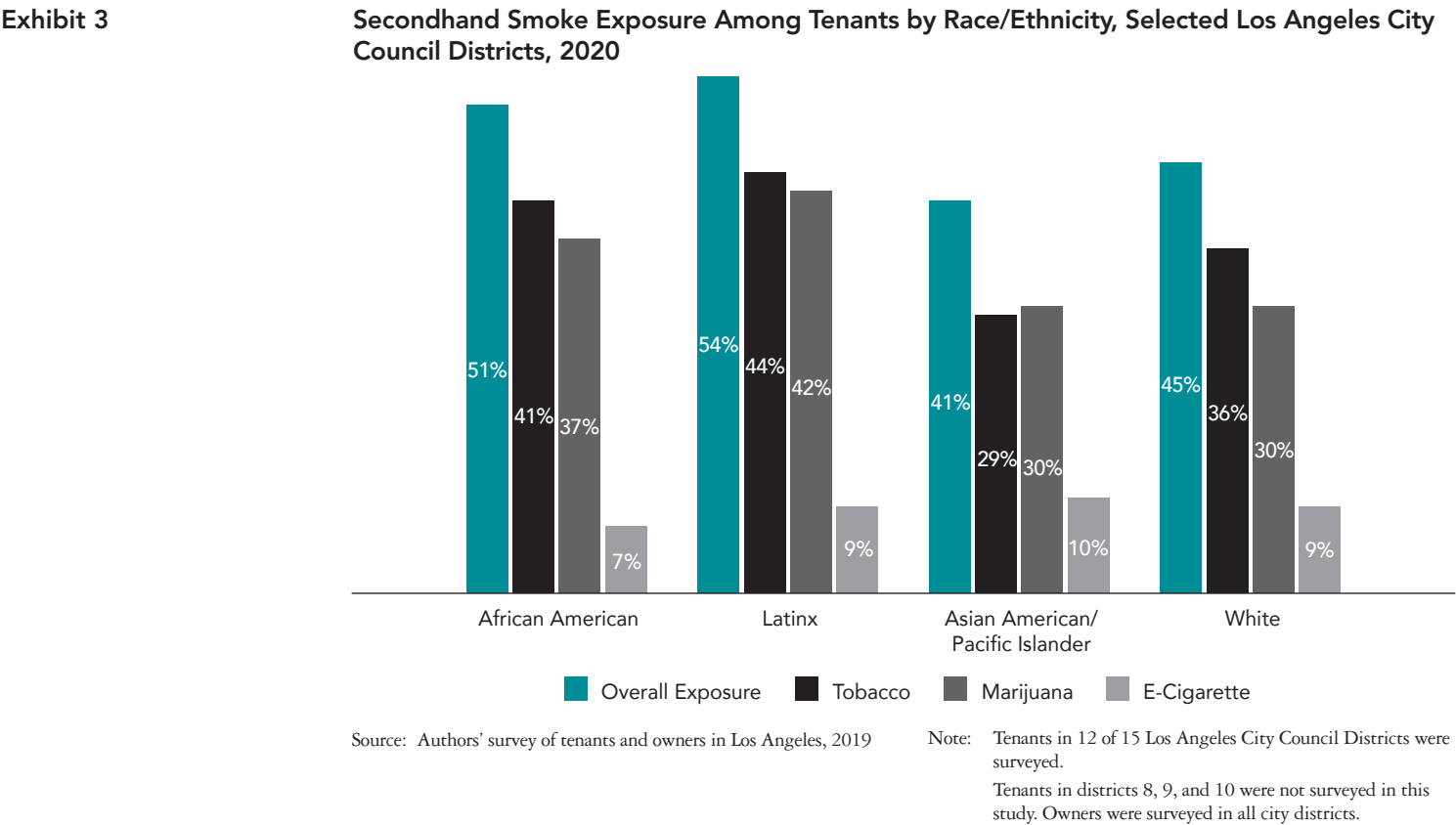
Tenants in districts 8, 9, and 10 were not surveyed in this study. Owners were surveyed in all city districts.

Households With Children and Those Living With Chronic Conditions Are Frequently Exposed to Secondhand Smoke

Secondhand smoke exposure was reported in 54% of households with children (ages 0-17). Examining the type of SHS, we found higher exposure to both tobacco (44%) and marijuana (41%), with a smaller percentage

(9%) reporting exposure to e-cigarette SHS (Exhibit 2). We also examined households in which someone was living with a chronic condition and found similar rates. Households without children or anyone with a chronic condition had lower rates of reporting SHS (41% and 45%, respectively; data not shown).

“Secondhand smoke exposure was reported in 54% of households with children.”



Among tenants living in MUH with any smoke-free policies, 46% reported exposure to SHS in their homes, compared to 55% of those living in MUH without such policies (Exhibit 4).

Tenants, Even Those Who Smoke, Support Smoke-Free Housing Policies

Ninety percent of tenants surveyed believed SHS is harmful to a person's health. The majority of tenants preferred to live in smoke-free housing, including 86% who stated a preference for living in a section of a building that is nonsmoking, and 80% who said they preferred to live in an entirely nonsmoking building.

When asked whether tobacco, marijuana, or e-cigarettes should be included in a smoke-free policy, 72% said they would support a policy that covered both tobacco and marijuana, and 48% said all three should be included. Even among the 17% who smoked either tobacco or e-cigarettes, 86% supported some type of smoke-free housing policy.

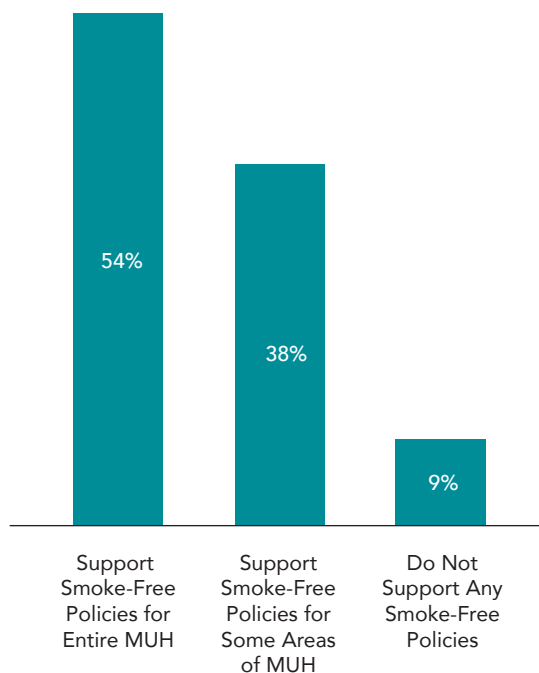
The majority of tenants believed property owners had the right to prohibit smoking in common areas (86%) and in private areas (79%), such as units and balconies. Most (67%) believed it is okay to levy a fine, and more than half (55%) believed it is okay to evict tenants who repeatedly violate an agreement not to smoke in their unit (data not shown).

Multi-Unit Housing Owners Support Smoke-Free Policies but Differ in Types of Policies

Most owners (69%) already had some voluntary smoke-free policies. Among these property owners, most had tobacco (90%), marijuana (75%), and e-cigarette (62%) restrictions. Among 31% of owners without a policy, most had considered tobacco (83%) and marijuana (69%) policies, and 43% had considered e-cigarette restrictions.

Multi-Unit Housing Owner Support for Various Smoke-Free Policies, City of Los Angeles, 2020

Exhibit 5



Source: Authors' survey of tenants and owners in Los Angeles, 2019

Note: Tenants in 12 of 15 Los Angeles City Council Districts were surveyed.

Tenants in districts 8, 9, and 10 were not surveyed in this study. Owners were surveyed in all city districts.

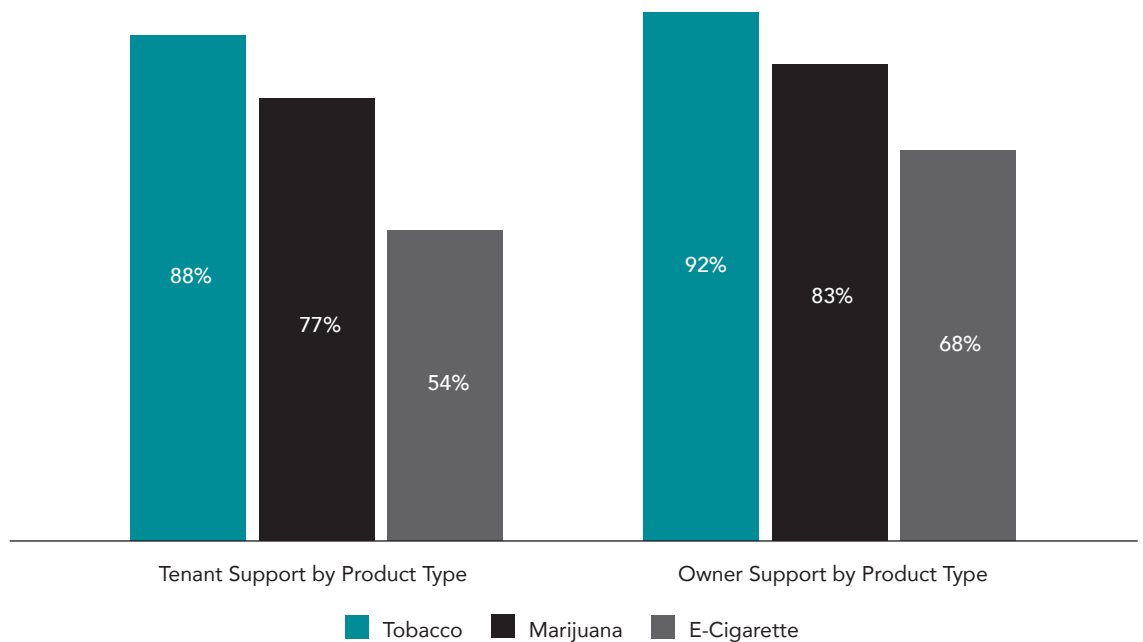
Decreased maintenance costs and tenant health were among the top reasons given for adopting nonsmoking policies, followed by reduced tenant conflicts and complaints. Most owners (60%) reported that they had received tenant complaints about SHS. Among those who had received complaints, 52% had received complaints about tobacco smoke, 38% had received complaints about marijuana, and 9% had received complaints about e-cigarettes.

When asked what areas of the property should be covered by a smoke-free policy, more than half of owners said they would include the entire property. In contrast, less than 10% would not support any smoke-free policy (Exhibit 5).

“Ninety percent of tenants surveyed believed secondhand smoke is harmful to a person's health.”

Exhibit 6

MUH Tenant and Owner Support for Citywide Policy, by Product Type



Source: Authors' survey of tenants and owners in Los Angeles, 2019

Note: Tenants in 12 of 15 Los Angeles City Council Districts were surveyed.

Tenants in districts 8, 9, and 10 were not surveyed in this study. Owners were surveyed in all city districts.

“Owners without policies reported that enforcement was a top reason for not implementing a smoke-free policy.”

Owners' Enforcement of Smoke-Free Policies

We examined the implementation of smoke-free policies by owners and the challenges they experienced. Almost 90% of owners with smoke-free policies had included no-smoking policies in formal lease agreements, and the remaining 10% of owners with smoke-free policies used other methods to communicate their policy to tenants, such as signs or verbal communication.

Some owners with a smoke-free policy (43%) reported having experienced problems in enforcing their policy. Among owners who do not have a smoke-free policy, 82% anticipate that enforcement would be a barrier to implementing a smoke-free policy on their property. One challenge to enforcement was the difficulty in identifying those who smoke and in proving the source of the smoke. Nearly all owners with smoke-free policies (94%) said they did not evict tenants for violations. Among owners with smoke-free policies, 95% reported having no problems filling vacancies for nonsmoking units.

In interviews, owners without policies reported that enforcement was a top reason for not implementing a smoke-free policy. Owners expressed concerns over eviction of violators due to associated costs of eviction and potential loss of rent. Owners also did not believe that the city of Los Angeles would support owners' policies or consequences for violations. Without that support, owners were reluctant to enforce their policies. If there were no consequences for violating the policy, owners anticipated that tenants would be more likely to disregard the policy entirely.

Both Tenants and Owners Support a Citywide Smoke-Free MUH Policy

Both tenants and owners support a citywide policy, with the broadest support expressed for a smoke-free tobacco policy: 88% of tenants and 92% of owners favored such a citywide policy (Exhibit 6). Marijuana and e-cigarette policies were supported at a slightly lower rate, but by the majority of both groups.

Support for a citywide policy was higher among MUH tenants and owners who had smoke-free policies than among those in MUH without such policies (97% vs. 92% and 94% vs. 84%, respectively; data not shown).

Barriers to Owners' Support for Citywide Smoke-Free Policy

In interviews, owners—especially those who owned or managed large buildings—said that they did not want the responsibility of enforcing a citywide smoke-free policy. Some were concerned that they would face fines or other consequences if their tenants did not comply with a citywide policy.

Many owners said they would be more likely to support the policy if the city were to take full responsibility for handling enforcement or to make a commitment to enforcing it. Many owners were unwilling to give support without an enforcement provision.

However, a guarantee of city support for enforcement did not ease the concerns of all owners. Some expressed skepticism that a city as large as Los Angeles would be able to devote resources to enforcing MUH smoke-free policies effectively.

Policy Implications and Recommendations

Our findings indicated that nearly half of tenants of privately owned MUH in Los Angeles were exposed to tobacco, marijuana, and e-cigarette SHS in their homes. Communities of color and households with vulnerable populations were disproportionately represented among tenants exposed to SHS in their homes.

We found evidence of voluntary partial smoke-free policies in privately owned MUH for specific units and common areas and of reduced SHS exposure where these policies existed. We found broad support for smoke-free policies implemented by owners or citywide.

However, owners expressed concerns over their ability to enforce their own or citywide policies. Owners indicated that city support for enforcement of owners' policies was essential. They believed that accountability for enforcement of a citywide policy should rest with the city, and that resources should be devoted to effective enforcement of such a policy. Additional findings from this study can be found at <https://healthpolicy.ucla.edu/publications/search/pages/detail.aspx?PubID=1933>.

Our findings are similar to results from a previous study of the three Los Angeles City Council Districts that were not included in this study.¹⁴

Our findings highlight the importance of uniform and effective policies that can protect all residents from the health risks of SHS in their homes. Previous evidence shows that uncertainty persists over how to implement such policies, especially a city law, which has been a significant barrier to a citywide policy.¹⁵ The following recommendations address such uncertainty.

Establish a single smoke-free MUH policy that requires all MUH properties in the city of Los Angeles to be 100% smoke-free to protect all tenants. Such a policy would support owners' implementation of no-smoking policies covering the entire property and would protect all tenants. A citywide policy would not require changes to leases in rent-controlled areas or contribute to gentrification.

Identify a viable smoke-free MUH policy enforcement model to meet the needs of tenants and owners. Enforcement is crucial to ensuring the effectiveness of the policy. Enforcement is likely to be most effective if conducted by the city administration, using the administrative citation process and community justice approaches. Alternative options to fines and evictions for violators can

“Enforcement is crucial to ensuring the effectiveness of the smoke-free policy.”

“For many tenants ... home is not a sanctuary from unwanted exposure to secondhand smoke.”

be considered, such as mandated cessation education classes, community service, and increasing penalties for repeat violations. These options would not contribute to homelessness and would address the concerns of housing rights and tenants' rights advocates who fear the inappropriate use of smoke-free policies to evict tenants.¹²

Engage and mobilize stakeholders to ensure effective implementation. Broader public support is needed to develop, implement, and enforce a citywide smoke-free policy. Engaging tenants, owners, housing advocates, apartment associations, and community groups in the development of a citywide policy and its methods of enforcement is likely to promote compliance and its effectiveness. The support of 9 million California voters for Proposition 56 to enact the California Healthcare, Research, and Prevention Tobacco Tax Act may be an indication of the likely support for such a policy.

Promote access to cessation resources to support compliance and enforcement. HUD's model for smoke-free public housing includes referral to cessation resources to foster compliance. Educating tenants on the effects of SHS, dispelling the perception that marijuana and e-cigarettes are benign and less harmful than tobacco or not harmful to others, and assisting those who want to quit all promote compliance with smoke-free policies, reducing the need for enforcement. Increasing awareness of available resources—such as the California Smokers' Helpline, to help smokers quit, or the Truth Initiative, which uses social media and youth network texting to help individuals overcome e-cigarette addiction—can help promote smoke-free policy compliance.¹⁵

The recent COVID-19 pandemic and the “shelter-in-place” orders have heightened the importance of the home as a safe sanctuary from exposure to unwanted and harmful environmental threats to health.

For many tenants of privately owned MUH in Los Angeles and elsewhere, home is not a sanctuary from unwanted exposure to secondhand smoke.

Methodology

We conducted the Smoke-Free Multi-Unit Housing Evaluation in 12 Los Angeles City Council Districts: 1, 2, 3, 4, 5, 6, 7, 11, 12, 13, 14, and 15. Districts 8, 9, and 10 were surveyed in a similar project in 2016.

We adapted the MUH Tenant Survey from the 2012 Smoke-Free Multi-Unit Housing Survey of the Los Angeles County Department of Public Health, Division of Chronic Disease and Injury, Tobacco Control and Prevention Program. The MUH Tenant Survey asked tenants about their experiences with SHS in their homes, their support for a smoke-free policy, and some demographic questions. Tenant survey participants were adults ages 18 and older living in multi-unit housing (e.g., apartments, condominiums, and townhouses) in 12 Los Angeles City Council Districts. No personal identifying information was collected for the survey.

We engaged community partners, including Day One, FAME Corporations, and Koreatown Youth Community Center (KYCC), to conduct the tenant surveys in English, Spanish, and Korean. Each organization was assigned four council districts. A total of 4,800 surveys were completed between May and October of 2019, equally divided between each council district.

We engaged the Apartment Association of Greater Los Angeles (AAGLA), which has more than 6,000 members in the Greater Los Angeles area, to recruit owners to take part in surveys and interviews. MUH Owner Survey participants owned properties throughout the city of Los Angeles, totaling 21,911 units. Surveys were conducted online using Survey Monkey. Members of the evaluation team conducted the interviews.

To participate in the MUH Owner Survey, owners had to have a property in any Los Angeles City Council District. Property managers could take the survey if the owner was unavailable. We conducted 156 surveys and 20 phone interviews from June to December 2019. The survey asked owners about their experiences with SHS on their property and their support for different types of smoke-free policies. Key informant interviews provided insights into owners' views on voluntary and legislated smoke-free housing policy and their recommendations for addressing barriers to policy adoption.

Author Information

Peggy Toy is director of the Health DATA Program at the UCLA Center for Health Policy Research. Catherine Yount is the evaluation coordinator and Ying-Ying Meng the co-director of the Chronic Disease Program at the UCLA Center for Health Policy Research. William Zou and Jessica Ventura are project assistants and Huongly K. Do a project intern at the UCLA Center for Health Policy Research. Nadereh Pourat is associate director of the UCLA Center for Health Policy Research.

Funder Information

This research and publication have been funded by the Los Angeles County Department of Public Health, Division of Chronic Disease and Injury, Tobacco Control and Prevention Program. This content is solely the responsibility of the authors and does not necessarily represent the official views of the funder.

Acknowledgments

The authors wish to thank Claud Moradian, MPH, Christine Cerven, PhD, and Tonya Gorham Gallow, MSW, director, Los Angeles County Department of Public Health—Tobacco Control and Prevention Program; project partners Esther Schiller, Smokefree Air For Everyone (S.A.F.E.); Daniel M. Yukelson, Apartment Association of Greater Los Angeles; Alisha Lopez and Michael Browning, Day One; Diego Cruz, Ricardo Torres, and Antonio Le Mons, FAME Corporations; and Jeff Yoo and Genesis Jerez, Koreatown Youth and Community Center. The authors thank the following individuals for their thoughtful reviews and helpful comments: Michael K. Ong, MD, PhD, UCLA School of Medicine and California Tobacco Education and Research Oversight Committee chair; Liz Williams, Americans for Nonsmokers' Rights; Nora D. Manzanilla, Office of the Los Angeles City Attorney, Tobacco Enforcement Program; and E. Felicia Brannon, MPA, government and community relations consultant. The authors also thank the following individuals for their guidance and assistance: Tiffany Lopes, Venetia Lai, Elaiza Torralba, and Celeste Maglan Peralta.

Suggested Citation

Toy P, Yount C, Meng YY, Zou W, Ventura J, Do HK, Pourat N. 2020. *Health at Risk: Policies Are Needed to End Cigarette, Marijuana, and E-Cigarette Secondhand Smoke in Multi-Unit Housing in Los Angeles*. Los Angeles, Calif.: UCLA Center for Health Policy Research.

Endnotes

- 1 U.S. Department of Health and Human Services. 2014. *The Health Consequences of Smoking—50 Years of Progress: A Report of the Surgeon General*. https://www.ncbi.nlm.nih.gov/books/NBK179276/pdf/Bookshelf_NBK179276.pdf; Centers for Disease Control and Prevention. 2015. *Let's Make the Next Generation Tobacco-Free: Your Guide to the 50th Anniversary Surgeon General's Report on Smoking and Health*. Office on Smoking and Health. <https://www.bhs.gov/sites/default/files/consequences-smoking-consumer-guide.pdf>
- 2 California Tobacco Control Program, TobaccoFreeCA. 2020. *Secondhand Dangers*. <https://tobaccofreeca.com/secondhand-dangers/>
- 3 California Tobacco Control Program. 2017. *Marijuana and Tobacco Use*. Fact Sheet. Sacramento, CA: California Department of Public Health. <https://www.cdph.ca.gov/Programs/CCDCPHP/DCDIC/CTCB/CDPH%20Document%20Library/ResearchandEvaluation/FactsandFigures/MJAndTobaccoUseFac%20Sheet-CDPH-CTCP-5-2017.pdf>
- 4 Liqiao L, Yan L, Tian X, Yifang Z. 2020. Effects of Electronic Cigarettes on Indoor Air Quality and Health. *Annual Review of Public Health* 41(1): 1-18.
- 5 Grana R, Benowitz N, Glantz S. 2013. *Background Paper on E-Cigarettes*. Center for Tobacco Control Research and Education; University of California, San Francisco; and WHO Collaborating Center on Tobacco Control. <https://no-smoke.org/electronic-smoking-devices-secondhand-aerosol/>
- 6 Glantz SA, Bareham DW. 2018. E-Cigarettes: Use, Effects on Smoking, Risks, and Policy Implications. *Annual Review of Public Health* 39(1): 215-235.
- 7 Gardinar P. 2016. "The Triangulum: Tobacco, Marijuana and E-Cigarettes—The Future Is Now!" Tobacco-Related Disease Research Program (TRDRP) Live Webcast, UCSF. Oakland, Calif.: TDRP Research Grants Program Office, University of California, Office of the President.
- 8 Americans for Nonsmokers' Rights Foundation. 2020. U.S. Laws for 100% Smoke-Free Multi-Unit Housing. <https://center4tobaccopolicy.org/wp-content/uploads/2019/06/Multi-housing-Case-Study.pdf>
- 9 American Lung Association, Center for Tobacco Policy and Organizing. 2019. *Evaluating Smoke-Free Multi-Unit Housing Policies of Berkeley and Huntington Park, California*. <https://center4tobaccopolicy.org/wp-content/uploads/2019/06/Multi-housing-Case-Study.pdf>
- 10 *Los Angeles Times*. 2016. Population Density: Mapping L.A. U.S. Census Bureau. Retrieved from Wikipedia, 2020.
- 11 UCLA-SAFE Smoke-Free Apartments Los Angeles. 2015. Formative Assessment for Communications Key Informant Interviews. Los Angeles, Calif.: UCLA Center for Health Policy Research.
- 12 Los Angeles County Department of Public Health Tobacco Control and Prevention Program. 2019. Collaborative Approaches to Smoke-Free Multi-Unit Housing in a Large Metropolitan Area 2019. National Conference on Tobacco or Health (NCTOH) 2019. This citation is from a presentation at the National Conference (cited, not published or posted).
- 13 Meng YY, Rahman T, Hanaya D, Lam V, Gomez M, Toy P, Wallace SP. 2016. *Unequal Protection: Secondhand Smoke Threatens Health of Tenants in Multi-Unit Housing in Los Angeles*. Los Angeles, Calif.: UCLA Center for Health Policy Research.
- 14 Meng YY, Lam V, Hanaya D, Rahman T, Gomez M, Toy P, Wallace S. 2016. *Apartment Owners Support Nonsmoking Policy in Los Angeles*. Los Angeles, Calif.: UCLA Center for Health Policy Research.
- 15 Graham AL, Jacobs MA, Amato MS. 2020. Engagement and 3-Month Outcomes From a Digital E-Cigarette Cessation Program in a Cohort of 27,000 Teens and Young Adults. *Nicotine & Tobacco Research* (22) 5: 859-60. <https://doi.org/10.1093/ntr/ntz097>

10960 Wilshire Blvd., Suite 1550
Los Angeles, California 90024



The UCLA Center
for Health Policy Research
is part of the
UCLA Fielding School of Public Health.

UCLA FIELDING SCHOOL OF PUBLIC HEALTH

The analyses, interpretations, conclusions,
and views expressed in this policy brief are
those of the authors and do not necessarily
represent the UCLA Center for Health Policy
Research, the Regents of the University
of California, or collaborating
organizations or funders.

PB2020-2

Copyright © 2020 by the Regents of the
University of California. All Rights Reserved.

Editor-in-Chief: Ninez A. Ponce, PhD

Phone: 310-794-0909
Fax: 310-794-2686
Email: chpr@ucla.edu
healthpolicy.ucla.edu



Read this publication online

Section 4:

California Apartment
Association
Interview Reports



Activity Details

Date:	3/2/2021		
Jurisdiction:	City of Duarte	Activity ID:	3.1
Description:	One-on-One Meeting with Fred Sutton, California Apartment Association, for Letter of support	Units Completed:	1
Staff:	Suzanne Madison	Title:	Executive Director
Brief Description of Activity:	As a result of the Duarte City Council meeting and Sam Kang's opposition, our Policy Coordinator recommended that we ask for a letter of support from the State of California Apartment Association. The purpose of this meeting was to determine if this agency would support smoke-free MUH housing. Allegra contacted Mr. Fred Sutton, Senior Vice President of Public Affairs for the Los Angeles County area. He oversees the association's local public and legislative affairs efforts throughout LA County. While on the 20-minute telephone call, Allegra presented the background information on Clean Air Duarte, top-level public opinion survey data, and the support of the campaign from the City of Hope and other well-known organizations. Mr. Sutton stated that he believes that the California Apartment Association would support smoke-free housing in MUH and that all residents deserve to live in a healthy environment. He went on to say that he does not smoke but has been bothered with secondhand smoke lately and the smell of cannabis. He said that his agency has been focusing on emergency housing, evictions and how this all affects property owners. It was difficult to learn during this interaction if he would support the campaign. Allegra asked for a letter of support, and he asked if we could email him more information on the campaign. Allegra followed up with the POS report, letter of support template, making the case video, and a link to the website. A follow up call and email have been placed to Mr. Sutton. There has been no response from Mr. Fred Sutton.		
Supporting Documentation Included:	Document on Monthly Report		



Activity Details			
Date:	4/20/2021		
Jurisdiction:	City of Duarte	Activity ID:	4.1
Description:	One-on-one meeting with Beverly Kenworthy, California Apartment Association	Units Completed:	1
Staff:	Suzanne Madison	Title:	Executive Director
Brief Description of Activity:	The City of Duarte asked Allegra to conduct additional research on the opinion and position of the California Apartment Association and if they would support Clean Air Duarte and an ordinance that bans secondhand smoke in MUH. Allegra's Executive Director telephoned the Vice President of Public Affairs with the California Apartment Association (CAA). She manages the CAA's legislative advocacy and political action programs in Los Angeles. The telephone call lasted approximately 15 minutes. This activity is relevant to the campaign because it helped educate our team members on the opposition and fulfill the City of Duarte's request to conduct Apartment Association research. She stated that the CAA does not oppose a ban on secondhand smoke in multi-unit housing, but does not want the responsibility of enforcement to fall on the landlord, property owners, and property managers. She suggested that the city take on the responsibility of enforcement. She is familiar with ordinances in other cities and watched the progress of West Hollywood and their ordinance. She said that West Hollywood should have included cannabis in the ordinance since this is the biggest problem in MUH and secondhand smoke. She stated that it's difficult to turn over a unit after a smoker has lived in the unit, and it would be less expensive to have a completely nonsmoking building. She also said that new MUH buildings will be smoke-free and have the technology and smoke detectors to determine which unit has a smoker violating the lease. She went on to say that an SFMUH ordinance is complicated, and enforcement is difficult, and evictions are impossible. She said that property owners have limitations in older MUH and do not have the resources to implement and enforce an ordinance. She provided her opinion on citizen enforcement; the burden of proof comes with legal challenges, and most witnesses do not want to get involved in enforcing the offense – witnesses believe that it affects their "quiet enjoyment," which is a legal issue.		



	She asked what happens if the offender does not pay the fine or enroll in a smoking cessation program and if they evicted or given a 3-day notice to vacate. She stated that tenant groups will take issue with fines and evictions. She said that she does not smoke and believes that multi-unit housing should be smoke-free. She offered her email address and asked that we follow up with her regarding a white paper she wanted to share, landlord-attorney contacts, and to put us in touch with a colleague who oversees the San Gabriel Valley. We followed up with her and provided her with Duarte's Public Opinion Survey Results. She has not responded to our most recent email, but we plan to use this interaction and share with the City of Duarte.
Supporting Documentation Included:	• Document on Monthly Report

Section 5:

26 Clean Air Duarte
Letters of Support

Clean Air Duarte Letters of Support

APARTMENT ASSOCIATION OF LOS ANGELES COUNTY, INC.

d/b/a, Apartment Association of Greater Los Angeles



AAGLA

"Great Apartments Start Here!"

Daniel M. Yukelson

Executive Director

dan@aagla.org

213.384.4131; Ext. 322

March 3, 2021

Hon. Mayor Margaret Findlay and Members of the City Council
City of Duarte, City Hall
1600 Huntington Drive
Duarte, California 91010

Re: Support for Comprehensive Smoke-Free Multi-Unit Housing Policy

Dear Mayor Findlay and the Members of the City Council:

The Apartment Association of Los Angeles County, Inc. (d/b/a, Apartment Association of Greater Los Angeles) (collectively, "AAGLA") is providing this letter in support of the health and well-being of the residents of the City of Duarte, and as such, supports the creation and implementation of smoke-free protections for all multiunit housing (MUH) residents – those who live in apartments as well as in condominiums. Our support for such smoke-free protections covers tobacco and cannabis use and vaping.

No one's health should be put at risk by others, including by neighbors and visitors at a property, and those risks are the same whether housing is rented or owned. AAGLA urges this council to prioritize the creation of an ordinance that will protect all residents of Duarte.

The negative health effects of secondhand smoke exposure are well documented; secondhand smoke contains at least 7,000 chemicals, including hundreds that are toxic. The U.S. Surgeon General has declared that there is no safe level of exposure to secondhand smoke. Even brief exposure to secondhand smoke can cause serious health effects, especially for the very young, the elderly, or those who are ill. Smoke-free housing laws, such as those that eliminate smoking in multiunit housing, reduce exposure to secondhand smoke and reduce the incidence of cancer, heart and lung disease, and other conditions caused by exposure to smoke and prevent the worsening of symptoms among people who already suffer from those conditions.

Living in MUH requires different standards of behavior due to shared walls and common spaces. Smoke-free policies can be added to lease agreements and / or communicated to renters in the same way other lease provisions or building rules are communicated. Signs should be posted on the property indicating "No Smoking Allowed," and smoking cessation resources should be promoted and made readily available by the City to all City residents, and

621 S. WESTMORELAND AVE., LOS ANGELES, CA 90005 | 213.384.4131 | AAGLA.ORG

"Legislators cannot help tenants by destroying the incomes of those who provide much-needed rental housing." -Steven Greenhut, Orange County Register (April 2020)

ALLEGRA
CONSULTING



Clean Air Duarte Letters of Support

APARTMENT ASSOCIATION OF LOS ANGELES COUNTY, INC.

d/b/a, Apartment Association of Greater Los Angeles



AAGLA

"Great Apartments Start Here!"

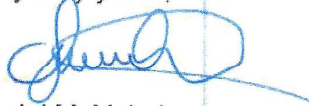
residents should also be made aware by the City of the penalties for violating the City's "No Smoking" ordinance in MUH. Enforcement of smoke-free policies is very much like enforcement of all other code violations. The most effective smoke-free ordinances are the ones enforced by local jurisdictions because very often owners are absent from their rental property, not onsite to police smoking activities, and cannot afford to commit the time and financial resources required to enforce smoking policies via the unlawful detainer process.

Prohibiting smoking in MUH improves the quality of life and helps to protect the health of nonsmoking residents by preventing the unintentional exposure that many receive as the result of smoking neighbors. More than 80% of Californians completely prohibit smoking in their homes, and yet, in MUH, one smoking resident can expose the neighbors in all surrounding units. Californians are making wiser choices for themselves and their families, and they should not have to endure being exposed to the smoke of others.

Everyone has the right to breathe clean air, especially in their own homes. Creating an ordinance that would prohibit all smoking in MUH units, on balconies, patios, and in common areas would help to protect all residents who live in MUH within the City of Duarte. AAGLA urges this council to make the health of Duarte residents a priority and begin the creation of a comprehensive smoke-free MUH policy.

Thank you in advance for your consideration. If you have any questions, please contact me at dan@aagla.org or call me at (213) 384-4131; Ext 322.

Very truly yours,



Daniel M. Yukelson

621 S. WESTMORELAND AVE., LOS ANGELES, CA 90005 | 213.384.4131 | AAGLA.ORG

"Legislators cannot help tenants by destroying the incomes of those who provide much-needed rental housing." -Steven Greenhut, *Orange County Register* (April 2020)

ALLEGRA
CONSULTING



Clean Air Duarte Letters of Support

CAPITOL OFFICE
STATE CAPITOL
ROOM 3086
SACRAMENTO, CA 95814
TEL (916) 651-4025
FAX (916) 651-4925

GLENDAL E DISTRICT OFFICE
116 E. BROADWAY
SUITE 204
GLENDAL E, CA 91205
TEL (818) 409-0400
FAX (818) 409-1256

SATELLITE OFFICE
201 EAST BONITA AVE.
SAN DIMAS, CA 91773
TEL (909) 599-7351
FAX (909) 599-7692

SENATOR.PORTANTINO@SENATE.CA.GOV

California State Senate

ANTHONY J. PORTANTINO
SENATOR

TWENTY-FIFTH SENATE DISTRICT



COMMITTEES
APPROPRIATIONS
CHAIR
BANKING & FINANCIAL INSTITUTIONS
GOVERNMENTAL ORGANIZATION
INSURANCE

SELECT COMMITTEES
CALIFORNIA, ARMENIA & ARTS/SAKH
MUTUAL TRADE, ART, AND
CULTURAL EXCHANGE
CHAIR

September 8, 2020

Brenda Morales, Project Coordinator
Clean Air Duarte
Allegra Consulting
129 A North Marengo Avenue
Pasadena, 91101

Dear Ms. Morales,

I am writing to express my support for efforts to protect the community from second hand smoke. As you are aware, secondhand smoke is an ongoing public health concern that puts everyone at risk. The State of California and the City of Duarte have made great progress to eliminate exposure in public spaces and outdoor areas, but I have learned that residents living in multi-unit housing still face risk of secondhand smoke exposure and I am glad to hear that your Smoke Free Duarte Initiative will help to address that issue.

I encourage you to work closely with the City of Duarte or as it is affectionately known, *The City of Health*, along with its residents through a stakeholder process to ensure meaningful community participation. I am confident that with your efforts you will reduce exposure to secondhand smoke for all Duarte residents; limit tobacco promoting influences and reducing tobacco exposure to youth; and Improving overall indoor air quality for Duarte residents living in multi-unit homes.

I look forward to seeing the benefits of this initiative for Duarte residents and the overall San Gabriel Valley. Should you have any questions, please feel free to contact my District Office at (818) 409-0400.

Sincerely,

Anthony J. Portantino
State Senator, 25th District

Clean Air Duarte Letters of Support



October 15, 2020

The Honorable Samuel Kang
City of Duarte
1600 Huntington Drive
Duarte, CA 91010

Dear Mayor Kang and City Council:

The American Cancer Society Cancer Action Network (ACS CAN) is committed to protecting the health and well-being of the residents of Duarte, and as such, **supports the creation and implementation of smoke-free protections for all multi-unit housing (MUH) residents—those who live in apartments as well as condominiums.** No one should have their health put at risk by others, including their neighbors, and those risks are the same, whether housing is rented or owned. ACS CAN urges this council to prioritize creation of an ordinance that will protect all residents of Duarte.

The negative health effects of secondhand smoke exposure are well documented; secondhand smoke contains at least 7,000 chemicals, including hundreds that are toxic. The U.S. Surgeon General has declared that there is no safe level of exposure to secondhand smoke. Even brief exposure to secondhand smoke can cause serious health effects, especially for the very young, the elderly, or those who are ill. Smoke-free laws, such as those that eliminate smoking in multi-unit housing, reduce exposure to secondhand smoke and reduce the incidence of cancer, heart disease, and other conditions caused by exposure to smoke, as well as prevent the worsening of symptoms among people who already suffer from those conditions.

Living in MUH requires different standards of behavior due to shared walls and common spaces. Smoke-free policies are added to the lease and communicated to tenants in the same way other lease provisions are communicated. Signs should be posted on the property, smoking cessation resources should be promoted and readily available to residents and residents are made aware of the penalties for violating this provision of their lease. Enforcement of smoke-free policies is very much like enforcement of all other lease conditions.

Prohibiting smoking in MUH improves the quality of life and helps to protect the health of nonsmoking residents by preventing the unintentional exposure that many receive as the result of smoking neighbors. More than 80% of Californians completely prohibit smoking in their homes, and yet, in MUH, one smoking resident can expose the neighbors in all surrounding units. Californians are making wiser choices for themselves and their families, and they should not have to endure being exposed to the smoke of others.

Everyone has the right to breathe clean air, especially in their own homes. Creating an ordinance that would prohibit all smoking in MUH units, on balconies, patios, and in common areas, as

American Cancer Society Cancer Action Network

99 S. Lake Avenue, Suite 400 ■ Pasadena, CA 91101

626.243.5614 ■ FAX: 626.568.2888 ■ Primo.Castro@Cancer.org

Clean Air Duarte Letters of Support

well as within all hotel rooms would help to protect all residents who live in MUH within the City of Duarte. ACS CAN urges this council to make the health of Duarte residents a priority and begin creation of a comprehensive smoke-free MUH policy.

Sincerely,

Primo J. Castro

Primo J. Castro
Director, Government Relations
American Cancer Society Cancer Action Network

American Cancer Society Cancer Action Network
99 S. Lake Avenue, Suite 400 ■ Pasadena, CA 91101
626.243.5614 ■ FAX: 626.568.2888 ■ Primo.Castro@Cancer.org

Clean Air Duarte Letters of Support



July 16, 2020

Duarte City Council
1600 Huntington Drive,
Duarte, CA 91010

To whom it may concern:

Secondhand smoke is an ongoing public health concern that puts everyone at risk, and while the State of California and the City of Duarte have made great progress to eliminate exposure in public and outdoor areas, residents living in multi-unit housing still face risks.

Secondhand smoke is the third-leading cause of preventable death in the United States, and increases the risks of lung and heart disease, as well as Sudden Infant Death Syndrome. In Los Angeles County, 24 percent of adults are exposed to secondhand smoke between one to six days per week, whereas 14 percent are exposed daily. The U.S. Surgeon General has concluded that eliminating smoking in multi-unit housing is the only way to fully protect nonsmokers.

According to The Center for Tobacco Policy and Organizing, 51 jurisdictions in California have adopted laws prohibiting smoking in multi-unit housing, including 16 Los Angeles County jurisdictions: El Monte, Manhattan Beach, Culver City, Glendale, Santa Monica, Huntington Park, Baldwin Park, Pasadena, South Pasadena, and Calabasas. We want to see Duarte join these other cities in living smoke-free.

The American Lung Association supports this campaign and public health interventions focused on policy as well as systemic and environmental changes in:

- 1) Reducing exposure to secondhand smoke for all Duarte residents;
- 2) Limiting tobacco promoting influences and reducing tobacco exposure to youth;
- 3) Improving overall indoor air quality for Duarte residents living in multi-unit homes.

Based on the data collected by Allegra Consulting, 96 percent of Duarte residents surveyed support a law that bans smoking in multi-unit housing. Duarte residents deserve smoke-free housing and we support Allegra Consulting in this campaign.

Sincerely,

Brian Le
Advocacy Manager
American Lung Association

5757 Wilshire Blvd., Suite 505 | Los Angeles, CA 90036 | 1-800-LUNGUSA | Lung.org

ALLEGRA
CONSULTING



Clean Air Duarte Letters of Support



August 14, 2020

Duarte City Council Members
1600 Huntington Drive
Duarte, CA 91010

RE: Smoke-Free Multi-Unit Housing

Dear Mayor Samuel Kang and Honorable Councilmembers,

The American Heart Association is committed to be a relentless force for longer and healthier lives. We support strong measures to protect the public from secondhand smoke.

The scientific evidence is clear: there is no safe level of exposure to secondhand smoke. Secondhand smoke causes serious diseases and premature death among nonsmokers. When people live in spaces that are smoke-free, they can breathe easier knowing that they are not being exposed to the diseases and risks that come with secondhand smoke.

Lost productivity caused by diseases that result from secondhand smoke exposure is estimated at \$5 billion every year. Far too many people – especially children and the elderly – are exposed to secondhand smoke. This puts them at risk for chronic illnesses like heart disease and cancer. Secondhand smoke exposure is declining, but more than 20% of nonsmoking adults in the U.S. are still exposed to secondhand smoke.

Thank you for your consideration to protect the public from secondhand smoke.

A handwritten signature in black ink, appearing to read "Amanda Staples".

Amanda Staples
Community Advocacy Director
American Heart Association

Los Angeles | 816 S. Figueroa Street | Los Angeles | CA | 90017

Clean Air Duarte Letters of Support



August 26, 2020

An Open Letter of Support of Allegra Consulting

Secondhand smoke is an ongoing public health concern that puts everyone at risk, and while the State of California and the City of Duarte have made great progress to eliminate exposure in public and outdoor areas, residents living in multi-unit housing still face risks.

Secondhand smoke is the third-leading cause of preventable death in the United States, and increases the risks of lung and heart disease, as well as Sudden Infant Death Syndrome. In Los Angeles County, 24 percent of adults are exposed to secondhand smoke between one to six days per week, whereas 14 percent are exposed daily. The U.S. Surgeon General has concluded that eliminating smoking in multi-unit housing is the only way to fully protect nonsmokers.

According to The Center for Tobacco Policy and Organizing, 51 jurisdictions in California have adopted laws prohibiting smoking in multi-unit housing, including 16 Los Angeles County jurisdictions: El Monte, Manhattan Beach, Culver City, Glendale, Santa Monica, Huntington Park, Baldwin Park, Pasadena, South Pasadena, and Calabasas.

We want to see Duarte join these other cities in living smoke-free. Breathing in secondhand smoke that drifts in from neighboring units, balconies, and outdoor areas is an ongoing health problem in Duarte. [Allegra Consulting](#) has partnered with the Los Angeles County Public Health Department to change tobacco-related social norms and protect Duarte residents from exposure.

The Duarte Chamber of Commerce supports this campaign and public health interventions focused on policy as well as systemic and environmental changes in:

- 1) Reducing exposure to secondhand smoke for all Duarte residents;
- 2) Limiting tobacco promoting influences and reducing tobacco exposure to youth;
- 3) Improving overall indoor air quality for Duarte residents living in multi-unit homes.

Allegra Consulting has been greatly involved in educating our community and youth about the dangers of secondhand smoke. They have participated in several community events, conducted

2020-2021 BOARD OF DIRECTORS • Executive Board • President: Bernadette Chang - *Westminster Gardens* • Past President: Brian Barreto - *California American Water Company* • Co-Vice President Legislative Action, Workforce Development & Education: Victor Benavides - *City of Hope* • Co-Vice President Finance & Administrative: Tina Carey - *Tina Carey & Associates* • Co-Vice President Legislative Action, Workforce Development & Education and Co-Vice President Finance & Administrative: Bob Cruz - *SoCalGas* • Vice President Business Development: Tina Heany - *Resident* • Vice President Fundraising: Adam Knight - *Curo Managed Print Production* • **Board Members** • Ann Ahern - *Real Estate by Ann Marie* • Eric Boyd - *Santa Anita Family YMCA* • Henry Custodia - *Delafield Corporation* • Aja Enriquez - *Turner & Stevens Live Oak Mortuary & Memorial Park* • Rana Madain - *Deasy Penner Podley* • Binny Malik - *Baskin Robbins* • Cheryl Reynolds - *Origami Owl* • Brenda Trainor - *Wonder Dog Ranch* • Denise Walton - *Sneider's Collision Centers* • Dillon Wang - *OneWest Bank* • William Wallace, Ed.D. - *California School of the Arts*

CHAMBER STAFF • Sheryl Lefmann - *Executive Director/CEO* • Maria Robles - *Accounting Clerk* • Ashley Bagwell - *Administrative Assistant*
1735 Huntington Drive • PO Box 1438, Duarte, CA 91009-4438 • (626) 357-3333

ALLEGRA
CONSULTING



Clean Air Duarte Letters of Support

Letter of Support – Allegra Consulting
Page 2

one-on-one meetings with residents to gain support for this campaign, collected public opinion surveys with over 900 Duarte residents, facilitated key informant interviews with community members, joined several local organizations, conducted educational presentations and facilitated several coalition meetings.

Based on the data collected by Allegra Consulting, 96 percent of Duarte residents surveyed support a law that bans smoking in multi-unit housing. Duarte residents deserve smoke-free housing and we support Allegra Consulting in this campaign.

Sincerely,



Sheryl Lefmann
Executive Director/CEO

Clean Air Duarte Letters of Support



Duarte Kiwanis Club

July 28, 2020

To whom it may concern:

Secondhand smoke is an ongoing public health concern that puts everyone at risk, and while the State of California and the City of Duarte have made great progress to eliminate exposure in public spaces and outdoor areas, residents living in multi-unit housing still face risk of secondhand smoke exposure.

Secondhand smoke is the third-leading cause of preventable death in the United States, and increases the risks of lung and heart disease, as well as Sudden Infant Death Syndrome. In Los Angeles County, 24 percent of adults are exposed to secondhand smoke between one to six days per week, whereas 14 percent are exposed daily. The U.S. Surgeon General has concluded that eliminating smoking in multi-unit housing is the only way to fully protect nonsmokers.

According to The Center for Tobacco Policy and Organizing, 51 jurisdictions in California have adopted laws prohibiting smoking in multi-unit housing, including 16 Los Angeles County jurisdictions: El Monte, Manhattan Beach, Culver City, Glendale, Santa Monica, Huntington Park, Baldwin Park, Pasadena, South Pasadena, and Calabasas.

We want to see Duarte join these other cities in living smoke-free. Breathing in secondhand smoke that drifts in from neighboring units, balconies, and outdoor areas is an ongoing health problem in Duarte. Allegra Consulting has partnered with the Los Angeles County Public Health Department to change tobacco-related social norms and protect Duarte residents from exposure.

Duarte Kiwanis Club supports this campaign and public health interventions focused on policy as well as systemic and environmental changes in:

- 1) Reducing exposure to secondhand smoke for all Duarte residents;
- 2) Limiting tobacco promoting influences and reducing tobacco exposure to youth;
- 3) Improving overall indoor air quality for Duarte residents living in multi-unit homes.

Allegra Consulting has been greatly involved in educating our community and youth about the dangers of secondhand smoke participating in several community events, conducted one-on-one meetings with residents to gain support for this campaign, collected public opinion surveys with over 900 Duarte residents, facilitated key informant interviews with community members, joined several local organizations, conducted educational presentations and facilitated several coalition meetings.

Based on the data collected by Allegra Consulting, 96 percent of Duarte residents surveyed support a law that bans smoking in multi-unit housing. Duarte residents deserve smoke-free housing and we support Allegra Consulting in this campaign.

Warm regards,

Kaye Biggs

2003 Royal Oaks Dr. Duarte CA

Clean Air Duarte Letters of Support



Sophia Yeung
9422 Blackley St.
Temple City, CA

September 2, 2020

Re: Smoke-Free Multi-Unit Housing

Dear City Council:

As a concerned Duarte resident, I am writing this letter to express my support for smoke-free housing policies in my community. Secondhand smoke can affect Duarte residents living in multi-unit complexes from [neighboring units, common areas, shared ventilation systems, and balconies/patios]. As you may be aware, the Surgeon General has declared that secondhand smoke is a proven air toxin and there is no safe level of secondhand smoke. Furthermore, ventilation systems and most air filters will not protect children and adults from secondhand smoke. Eliminating indoor smoking is the only way to fully protect nonsmokers from the harmful effects.

I would like to request that you consider a no-smoking ordinance for multi-unit complexes in Duarte. A no-smoking rule is entirely legal and would greatly improve the health and well-being of public housing residents. In LA County, sixteen out of eighty-eight cities have already implemented local smoke-free policies.

In Los Angeles, more than one third of high school students have tried e-cigarettes, 10.9% are e-cigarette users. There is increased evidence that vaping and e-cigarettes as well as the vapor aerosols are hazardous to health. We need to increase our effort especially in the pandemic time.

Thank you for your consideration.

Sincerely,

Sophia Yeung, M.H.A., C.T.T.S.

Lung Cancer Screening and Prevention Program Administrative Coordinator

Asian Pacific Community Diversity Resource Group Committee

City of Hope Medical Center

1500 East Duarte Road,

Duarte, CA 91010-3000

Tel: 626.256.HOPE (4673) Ext. 89114

Cell: 626.535.3983

Fax: 626.471.7223

Email: syeung@coh.org

Website: www.cityofhope.org

Clean Air Duarte Letters of Support



Jonjon Macalintal
1852 Orange Grove Rd.,
Duarte CA 91010

September 2, 2020

Re: Smoke-Free Multi-Unit Housing

Dear City Council:

As a concerned Duarte resident, I am writing this letter to express my support for smoke-free housing policies in my community. Secondhand smoke can affect Duarte residents living in multi-unit complexes from [neighboring units, common areas, shared ventilation systems, and balconies/patios]. As you may be aware, the Surgeon General has declared that secondhand smoke is a proven air toxin and there is no safe level of secondhand smoke. Furthermore, ventilation systems and most air filters will not protect children and adults from secondhand smoke. Eliminating indoor smoking is the only way to fully protect nonsmokers from the harmful effects.

I would like to request that you consider a no-smoking ordinance for multi-unit complexes in Duarte. A no-smoking rule is entirely legal and would greatly improve the health and well-being of public housing residents. In LA County, sixteen out of eighty-eight cities have already implemented local smoke-free policies.

Thank you for your consideration.

Sincerely,

Jonjon V Macalintal, Nurse Practitioner specialist in Duarte CA

Lung Cancer Screening and Prevention Program

City of Hope Medical Center

1500 East Duarte Road,

Duarte, CA 91010-3000

Tel: 626.256.HOPE (4673) Ext. 89114

Website: www.cityofhope.org

Clean Air Duarte Letters of Support



[Your Name] **Wesley Cook**
[Address] **618 Maydee Street**
Duarte, CA [Zip Code] **91010**

[Date] **September 9, 2020**

cookwesley8907@icloud.com

Re: Smoke-Free Multi-Unit Housing

Dear City Council:

As a concerned Duarte resident, I am writing this letter to express my support for smoke-free housing policies in my community. Secondhand smoke can affect Duarte residents living in multi-unit complexes from [neighboring units, common areas, shared ventilation systems, and balconies/patios]. As you may be aware, the Surgeon General has declared that secondhand smoke is a proven air toxin and there is no safe level of secondhand smoke. Furthermore, ventilation systems and most air filters will not protect children and adults from secondhand smoke. Eliminating indoor smoking is the only way to fully protect nonsmokers from the harmful effects.

I would like to request that you consider a no-smoking ordinance for multi-unit complexes in Duarte. A no-smoking rule is entirely legal and would greatly improve the health and well-being of public housing residents. In LA County, sixteen out of eighty-eight cities have already implemented local smoke-free policies.

Because of my existing health issues, I am especially at high risk of suffering adverse effects from breathing secondhand smoke. I have to take special precautions to avoid even brief exposures. I am currently planning to move into an apartment in the city of Duarte and am very concerned about not being able to find one that is tobacco-free.

[Feel free to add any additional information about how Secondhand smoke has affected you and/or why you want this ordinance to pass in your community.]

Thank you for your consideration.

Sincerely,

[Your Name] **Wesley Cook**

- Duarte Resident

Clean Air Duarte Letters of Support



Viridianna Garcia
2143 Buena Vista St
Duarte, CA 91010
(626)-941-7500

September 1, 2020

Dear City Council:

As a concerned Duarte youth resident, I am writing this letter to express my support for smoke-free housing policies in my community.

While we are under California "Safer at Home" order, some individuals are coping with the stress of this pandemic by smoking and vaping. Because of this, myself, my family, and neighbors may be exposed to more secondhand smoke. Just like COVID-19, secondhand smoke spreads throughout a building and sadly, more than 100 Americans die every day from secondhand smoke exposure.

Exposure to secondhand smoke makes breathing difficult and is a significant risk factor for many health conditions. Just as social distancing and handwashing help prevent the spread of coronavirus, eliminating secondhand smoke is critical to prevent diseases and save lives by reducing the risk of lung cancer, heart disease, and respiratory diseases.

Even before the coronavirus pandemic, secondhand smoke exposure was on the rise in California, driven mainly from increases in e-cigarettes and marijuana use. This is concerning because there is no safe level of secondhand smoke exposure. Only 100% smoke-free environments can help protect Duarte residents.

I would like to request that you consider a no-smoking ordinance for multi-unit complexes in Duarte. A no-smoking rule is entirely legal and would greatly improve the and well-being of public housing residents. In LA County, sixteen out of eighty-eight cities have health already implemented local smoke-free policies.

Thank you for your consideration.

Sincerely,

Viridianna Garcia
Duarte Resident

Clean Air Duarte Letters of Support



Valerie Garcia
2143 Buena Vista St
Duarte, CA 91010
626-923-0984

September 1 .2020

Dear City Council:

As a concerned Duarte youth resident, I am writing this letter to express my support for smoke-free housing policies in my community.

While we are under California "Safer at Home" order, some individuals are coping with the stress of this pandemic by smoking and vaping. Because of this, myself, my family, and neighbors may be exposed to more secondhand smoke. Just like COVID-19, secondhand smoke spreads throughout a building and sadly, more than 100 Americans die every day from secondhand smoke exposure.

Exposure to secondhand smoke makes breathing difficult and is a significant risk factor for many health conditions. Just as social distancing and handwashing help prevent the spread of coronavirus, eliminating secondhand smoke is critical to prevent diseases and save lives by reducing the risk of lung cancer, heart disease, and respiratory diseases.

Even before the coronavirus pandemic, secondhand smoke exposure was on the rise in California, driven mainly from increases in e-cigarettes and marijuana use. This is concerning because there is no safe level of secondhand smoke exposure. Only 100% smoke-free environments can help protect Duarte residents.

I would like to request that you consider a no-smoking ordinance for multi-unit complexes in Duarte. A no-smoking rule is entirely legal and would greatly improve the and well-being of public housing residents. In LA County, sixteen out of eighty-eight cities have health already implemented local smoke-free policies.

Thank you for your consideration.

Sincerely,

Valerie Garcia
Duarte Resident

Clean Air Duarte Letters of Support

It's official! You win the patience award!! I need to thank you for your patience in responding. My dad is still in stable, but very seriously ill. The last month has been a rollercoaster.

Attached you will find our support letter for your organization. We take pride in being a partner with you and are very thankful for all your efforts.

On a completely personal note – I never told you, but I almost lost my life due to smoking. I had smoked since the age of 15½. At 22, I woke up one morning. My doctor told me I was in an anaphylactic shock. If the medicines they were putting in me didn't take, I was 45 minutes away from a tracheotomy to save my life. What I had would close my breathing with a total of six hours. I was at 5 hours, 15 minutes. Long story short, I ended up in ICU for 3 days. I had developed an allergic reaction to smoking. The doctor told me that they didn't know how much it would take to have another one so I could either quit completely or risk me being asleep when the 6-hour clock happened. The year prior, only 3 people lived who had it. The odds weren't in my favor.

Needless to say, I quit completely that day. It was September 9, 1985. I still cannot be around it without feeling a change in my breathing. Walking through a high smoke area, such as casino, leads to several days of coughing. It reminds me of the gift I was given that day 35 years ago. I thank the Lord for that gift he gave me. Keep up all your hard work.

Sincerely,

Sheryl Lefmann
Executive Director/CEO
Duarte Chamber of Commerce
1735 Huntington Drive, Duarte, CA 91010
PO Box 1438, Duarte, CA 91009-4438
Office: 626-357-3333
Cell: 626-205-5664
sheryl@duartechamber.com
www.duartechamber.com

Normal Chamber office hours are 9:00am – 4:00pm Monday-Thursday

"Duarte Stronger Together"

Clean Air Duarte Letters of Support



Lois Gaston
3422 Sagehurst Drive
Duarte CA 91010

ljgaston@verizon.net
626-827-6732

July 29, 2020

Re: Smoke-Free Multi-Unit Housing

Dear City Council:

As a concerned Duarte resident, I am writing this letter to express my support for smoke-free housing policies in my community. Secondhand smoke can affect Duarte residents living in multi-unit complexes from [neighboring units, common areas, shared ventilation systems, and balconies/patios]. As you may be aware, the Surgeon General has declared that secondhand smoke is a proven air toxin and there is no safe level of secondhand smoke. Furthermore, ventilation systems and most air filters will not protect children and adults from secondhand smoke. Eliminating indoor smoking is the only way to fully protect nonsmokers from the harmful effects.

I would like to request that you consider a no-smoking ordinance for multi-unit complexes in Duarte. A no-smoking rule is entirely legal and would greatly improve the health and well-being of public housing residents. In LA County, sixteen out of eighty-eight cities have already implemented local smoke-free policies.

My stepfather was a smoker. One of my best friends, too. Both quit smoking many years before they passed. Nevertheless, smoke related illnesses, such as COPD, caused them to suffer and be in great pain. I do not want others to have the same problems they had. Let us make Duarte a smoke-free city for everyone!

Thank you for your consideration.

Sincerely,

Lois Gaston
Duarte Resident

Clean Air Duarte Letters of Support

From the Desk of Claudia Heller, Duarte Resident and Columnist

July 13, 2020

To whom it may concern,

It is common knowledge that secondhand smoke is an ongoing public health concern that puts everyone at risk, and while the State of California and the City of Duarte have made great progress to eliminate exposure in public and outdoor areas, residents living in multi-unit housing still face risks. Secondhand smoke is the third-leading cause of preventable death in the United States, and increases the risks of lung and heart disease, as well as Sudden Infant Death Syndrome. In Los Angeles County, 24 percent of adults are exposed to secondhand smoke between one to six days per week, whereas 14 percent are exposed daily.

The U.S. Surgeon General has concluded that eliminating smoking in multi-unit housing is the only way to fully protect nonsmokers. According to The Center for Tobacco Policy and Organizing, 51 jurisdictions in California have adopted laws prohibiting smoking in multi-unit housing, including 16 Los Angeles County jurisdictions: El Monte, Manhattan Beach, Culver City, Glendale, Santa Monica, Huntington Park, Baldwin Park, Pasadena, South Pasadena, and Calabasas. We want to see Duarte join these other cities in living smoke-free. Breathing in secondhand smoke that drifts in from neighboring units, balconies, and outdoor areas is an ongoing health problem in Duarte. Allegra Consulting has partnered with the Los Angeles County Public Health Department to change tobacco-related social norms and protect Duarte residents from exposure. I support this campaign and public health interventions focused on policy as well as systemic and environmental changes in:

- 1) Reducing exposure to secondhand smoke for all Duarte residents;
- 2) Limiting tobacco promoting influences and reducing tobacco exposure to youth;
- 3) Improving overall indoor air quality for Duarte residents living in multi-unit homes. Allegra Consulting has been greatly involved in educating our community and youth about the dangers of secondhand smoke.

They have participated in several community events, conducted one-on-one meetings with residents to gain support for this campaign, collected public opinion surveys with over 900 Duarte residents, facilitated key informant interviews with community members, joined several local organizations, conducted educational presentations and facilitated several coalition meetings. Based on the data collected by Allegra Consulting, 96 percent of Duarte residents surveyed support a law that bans smoking in multi-unit housing. Duarte residents deserve smoke-free housing and we support Allegra Consulting in this campaign.

Sincerely,

Claudia Heller

www.insidesocal.com/66

Author: Duarte Chronicles; Life on Route 66; and Curiosities of the California Desert. Columnist.

277 Opal Canyon, Duarte, CA 91010
famheller@msn.com

Clean Air Duarte Letters of Support



GLOBAL
LUXURY

HALLMARK REALTY

REAL ESTATE BY
ANN MARIE

To whom it may concern:

Secondhand smoke is an ongoing public health concern that puts everyone at risk, and while the State of California and the City of Duarte have made great progress to eliminate exposure in public spaces and outdoor areas, residents living in multi-unit housing still face risk of secondhand smoke exposure.

Secondhand smoke is the third-leading cause of preventable death in the United States, and increases the risks of lung and heart disease, as well as Sudden Infant Death Syndrome. In Los Angeles County, 24 percent of adults are exposed to secondhand smoke between one to six days per week, whereas 14 percent are exposed daily. The U.S. Surgeon General has concluded that eliminating smoking in multi-unit housing is the only way to fully protect nonsmokers.

According to The Center for Tobacco Policy and Organizing, 51 jurisdictions in California have adopted laws prohibiting smoking in multi-unit housing, including 16 Los Angeles County jurisdictions: El Monte, Manhattan Beach, Culver City, Glendale, Santa Monica, Huntington Park, Baldwin Park, Pasadena, South Pasadena, and Calabasas.

We want to see Duarte join these other cities in living smoke-free. Breathing in secondhand smoke that drifts in from neighboring units, balconies, and outdoor areas is an ongoing health problem in Duarte. Allegra Consulting has partnered with the Los Angeles County Public Health Department to change tobacco-related social norms and protect Duarte residents from exposure. Ann Marie Ahern, Real Estate by Ann Marie supports this campaign and public health interventions focused on policy as well as systemic and environmental changes in:

- 1) Reducing exposure to secondhand smoke for all Duarte residents;
- 2) Limiting tobacco promoting influences and reducing tobacco exposure to youth;
- 3) Improving overall indoor air quality for Duarte residents living in multi-unit homes.

Allegra Consulting has been greatly involved in educating our community and youth about the dangers of secondhand smoke participating in several community events, conducted one-on-one meetings with residents to gain support for this campaign, collected public opinion surveys with over 900 Duarte residents, facilitated

Clean Air Duarte Letters of Support



GLOBAL
LUXURY

HALLMARK REALTY

REAL ESTATE BY
ANN MARIE

key informant interviews with community members, joined several local organizations, conducted educational presentations and facilitated several coalition meetings.

Based on the data collected by Allegra Consulting, 96 percent of Duarte residents surveyed support a law that bans smoking in multi-unit housing. Duarte residents deserve smoke-free housing and we support Allegra Consulting in this campaign.

Warm regards,

Ann Marie Ahern

am@realestatebyannmarie.com

(818)359-7376

Realtor with Caldwell Banker-Duarte

ALLEGRA
CONSULTING



Clean Air Duarte Letters of Support



Giovanni Valdez
2143 Buena Vista St
Duarte, CA 91010
626-624-7239

September 1, 2020

Dear City Council:

As a concerned Duarte youth resident, I am writing this letter to express my support for smoke-free housing policies in my community.

While we are under California "Safer at Home" order, some individuals are coping with the stress of this pandemic by smoking and vaping. Because of this, myself, my family, and neighbors may be exposed to more secondhand smoke. Just like COVID-19, secondhand smoke spreads throughout a building and sadly, more than 100 Americans die every day from secondhand smoke exposure.

Exposure to secondhand smoke makes breathing difficult and is a significant risk factor for many health conditions. Just as social distancing and handwashing help prevent the spread of coronavirus, eliminating secondhand smoke is critical to prevent diseases and save lives by reducing the risk of lung cancer, heart disease, and respiratory diseases.

Even before the coronavirus pandemic, secondhand smoke exposure was on the rise in California, driven mainly from increases in e-cigarettes and marijuana use. This is concerning because there is no safe level of secondhand smoke exposure. Only 100% smoke-free environments can help protect Duarte residents.

I would like to request that you consider a no-smoking ordinance for multi-unit complexes in Duarte. A no-smoking rule is entirely legal and would greatly improve the and well-being of public housing residents. In LA County, sixteen out of eighty-eight cities have health already implemented local smoke-free policies.

Thank you for your consideration.

Sincerely,

Giovanni Valdez
Duarte Resident

Clean Air Duarte Letters of Support



Luis Garcia
2143 Buena Vista St
Duarte, CA 91010
626-624-7239

September 1, 2020

Dear City Council:

As a concerned Duarte youth resident, I am writing this letter to express my support for smoke-free housing policies in my community.

While we are under California "Safer at Home" order, some individuals are coping with the stress of this pandemic by smoking and vaping. Because of this, myself, my family, and neighbors may be exposed to more secondhand smoke. Just like COVID-19, secondhand smoke spreads throughout a building and sadly, more than 100 Americans die every day from secondhand smoke exposure.

Exposure to secondhand smoke makes breathing difficult and is a significant risk factor for many health conditions. Just as social distancing and handwashing help prevent the spread of coronavirus, eliminating secondhand smoke is critical to prevent diseases and save lives by reducing the risk of lung cancer, heart disease, and respiratory diseases.

Even before the coronavirus pandemic, secondhand smoke exposure was on the rise in California, driven mainly from increases in e-cigarettes and marijuana use. This is concerning because there is no safe level of secondhand smoke exposure. Only 100% smoke-free environments can help protect Duarte residents.

I would like to request that you consider a no-smoking ordinance for multi-unit complexes in Duarte. A no-smoking rule is entirely legal and would greatly improve the and well-being of public housing residents. In LA County, sixteen out of eighty-eight cities have health already implemented local smoke-free policies.

Thank you for your consideration.

Sincerely,

Luis Garcia
Duarte Resident

Clean Air Duarte Letters of Support



Olga Garcia
2143 Buena Vista St
Duarte, CA 91010]
(626)-624-7239
olgalivier2003@gmail.com

September 1, 2020

Dear City Council:

As a concerned Duarte youth resident, I am writing this letter to express my support for smoke-free housing policies in my community.

While we are under California "Safer at Home" order, some individuals are coping with the stress of this pandemic by smoking and vaping. Because of this, myself, my family, and neighbors may be exposed to more secondhand smoke. Just like COVID-19, secondhand smoke spreads throughout a building and sadly, more than 100 Americans die every day from secondhand smoke exposure.

Exposure to secondhand smoke makes breathing difficult and is a significant risk factor for many health conditions. Just as social distancing and handwashing help prevent the spread of coronavirus, eliminating secondhand smoke is critical to prevent diseases and save lives by reducing the risk of lung cancer, heart disease, and respiratory diseases.

Even before the coronavirus pandemic, secondhand smoke exposure was on the rise in California, driven mainly from increases in e-cigarettes and marijuana use. This is concerning because there is no safe level of secondhand smoke exposure. Only 100% smoke-free environments can help protect Duarte residents.

I would like to request that you consider a no-smoking ordinance for multi-unit complexes in Duarte. A no-smoking rule is entirely legal and would greatly improve the and well-being of public housing residents. In LA County, sixteen out of eighty-eight cities have health already implemented local smoke-free policies.

Thank you for your consideration.

Sincerely,

Olga Garcia
Duarte Resident

Clean Air Duarte Letters of Support



[Your Name]
[Address]
Duarte, CA [Zip Code]

626-617-5182

[Date]

Re: Smoke-Free Multi-Unit Housing

Dear City Council:

As a concerned Duarte resident, I am writing this letter to express my support for smoke-free housing policies in my community. Secondhand smoke can affect Duarte residents living in multi-unit complexes from [neighboring units, common areas, shared ventilation systems, and balconies/patios]. As you may be aware, the Surgeon General has declared that secondhand smoke is a proven air toxin and there is no safe level of secondhand smoke. Furthermore, ventilation systems and most air filters will not protect children and adults from secondhand smoke. Eliminating indoor smoking is the only way to fully protect nonsmokers from the harmful effects.

I would like to request that you consider a no-smoking ordinance for multi-unit complexes in Duarte. A no-smoking rule is entirely legal and would greatly improve the health and well-being of public housing residents. In LA County, sixteen out of eighty-eight cities have already implemented local smoke-free policies.

[Feel free to add any additional information about how Secondhand smoke has affected you and/or why you want this ordinance to pass in your community.]

Thank you for your consideration.

Sincerely,

[Your Name]
Duarte Resident

Clean Air Duarte Letters of Support



[Your Name] Amanda Patricia Serrano

[Address] 1956 Earlington Ave

Duarte, CA [Zip Code] 91010

[Date] 9/11/20

626-536-9275

Re: Smoke-Free Multi-Unit Housing

Dear City Council:

As a concerned Duarte resident, I am writing this letter to express my support for smoke-free housing policies in my community. Secondhand smoke can affect Duarte residents living in multi-unit complexes from [neighboring units, common areas, shared ventilation systems, and balconies/patios]. As you may be aware, the Surgeon General has declared that secondhand smoke is a proven air toxin and there is no safe level of secondhand smoke. Furthermore, ventilation systems and most air filters will not protect children and adults from secondhand smoke. Eliminating indoor smoking is the only way to fully protect nonsmokers from the harmful effects.

I would like to request that you consider a no-smoking ordinance for multi-unit complexes in Duarte. A no-smoking rule is entirely legal and would greatly improve the health and well-being of public housing residents. In LA County, sixteen out of eighty-eight cities have already implemented local smoke-free policies.

[Feel free to add any additional information about how Secondhand smoke has affected you and/or why you want this ordinance to pass in your community.]

Thank you for your consideration.

Sincerely,

[Your Name] Amanda Patricia Serrano

Duarte Resident

Clean Air Duarte Letters of Support



[Your Name]
[Address]
Duarte, CA [Zip Code]

626-494-8973

[Date]

Re: Smoke-Free Multi-Unit Housing

Dear City Council:

As a concerned Duarte resident, I am writing this letter to express my support for smoke-free housing policies in my community. Secondhand smoke can affect Duarte residents living in multi-unit complexes from [neighboring units, common areas, shared ventilation systems, and balconies/patios]. As you may be aware, the Surgeon General has declared that secondhand smoke is a proven air toxin and there is no safe level of secondhand smoke. Furthermore, ventilation systems and most air filters will not protect children and adults from secondhand smoke. Eliminating indoor smoking is the only way to fully protect nonsmokers from the harmful effects.

I would like to request that you consider a no-smoking ordinance for multi-unit complexes in Duarte. A no-smoking rule is entirely legal and would greatly improve the health and well-being of public housing residents. In LA County, sixteen out of eighty-eight cities have already implemented local smoke-free policies.

[Feel free to add any additional information about how Secondhand smoke has affected you and/or why you want this ordinance to pass in your community.]

Thank you for your consideration.

Sincerely,

[Your Name]
Duarte Resident

Clean Air Duarte Letters of Support



[Your Name]
[Address]
Duarte, CA [Zip Code]

[Date]

Re: Smoke-Free Multi-Unit Housing

Dear City Council:

As a concerned Duarte resident, I am writing this letter to express my support for smoke-free housing policies in my community. Secondhand smoke can affect Duarte residents living in multi-unit complexes from [neighboring units, common areas, shared ventilation systems, and balconies/patios]. As you may be aware, the Surgeon General has declared that secondhand smoke is a proven air toxin and there is no safe level of secondhand smoke. Furthermore, ventilation systems and most air filters will not protect children and adults from secondhand smoke. Eliminating indoor smoking is the only way to fully protect nonsmokers from the harmful effects.

I would like to request that you consider a no-smoking ordinance for multi-unit complexes in Duarte. A no-smoking rule is entirely legal and would greatly improve the health and well-being of public housing residents. In LA County, sixteen out of eighty-eight cities have already implemented local smoke-free policies.

[Feel free to add any additional information about how Secondhand smoke has affected you and/or why you want this ordinance to pass in your community.]

Thank you for your consideration.

Sincerely,

[Your Name]
Duarte Resident

Clean Air Duarte Letters of Support



[Your Name]
[Address]
Duarte, CA [Zip Code]

[Date]

Re: Smoke-Free Multi-Unit Housing

Dear City Council:

As a concerned Duarte resident, I am writing this letter to express my support for smoke-free housing policies in my community. Secondhand smoke can affect Duarte residents living in multi-unit complexes from [neighboring units, common areas, shared ventilation systems, and balconies/patios]. As you may be aware, the Surgeon General has declared that secondhand smoke is a proven air toxin and there is no safe level of secondhand smoke. Furthermore, ventilation systems and most air filters will not protect children and adults from secondhand smoke. Eliminating indoor smoking is the only way to fully protect nonsmokers from the harmful effects.

I would like to request that you consider a no-smoking ordinance for multi-unit complexes in Duarte. A no-smoking rule is entirely legal and would greatly improve the health and well-being of public housing residents. In LA County, sixteen out of eighty-eight cities have already implemented local smoke-free policies.

[Feel free to add any additional information about how Secondhand smoke has affected you and/or why you want this ordinance to pass in your community.]

Thank you for your consideration.

Sincerely,

[Your Name]
Duarte Resident

Clean Air Duarte Letters of Support



[Your Name]
[Address]
Duarte, CA [Zip Code]

[Date]

Re: Smoke-Free Multi-Unit Housing

Dear City Council:

As a concerned Duarte resident, I am writing this letter to express my support for smoke-free housing policies in my community. Secondhand smoke can affect Duarte residents living in multi-unit complexes from [neighboring units, common areas, shared ventilation systems, and balconies/patios]. As you may be aware, the Surgeon General has declared that secondhand smoke is a proven air toxin and there is no safe level of secondhand smoke. Furthermore, ventilation systems and most air filters will not protect children and adults from secondhand smoke. Eliminating indoor smoking is the only way to fully protect nonsmokers from the harmful effects.

I would like to request that you consider a no-smoking ordinance for multi-unit complexes in Duarte. A no-smoking rule is entirely legal and would greatly improve the health and well-being of public housing residents. In LA County, sixteen out of eighty-eight cities have already implemented local smoke-free policies.

[Feel free to add any additional information about how Secondhand smoke has affected you and/or why you want this ordinance to pass in your community.]

Thank you for your consideration.

Sincerely,

[Your Name]
Duarte Resident

Clean Air Duarte Letters of Support



[Your Name]
[Address]
Duarte, CA [Zip Code]

[Date]

Re: Smoke-Free Multi-Unit Housing

Dear City Council:

As a concerned Duarte resident, I am writing this letter to express my support for smoke-free housing policies in my community. Secondhand smoke can affect Duarte residents living in multi-unit complexes from [neighboring units, common areas, shared ventilation systems, and balconies/patios]. As you may be aware, the Surgeon General has declared that secondhand smoke is a proven air toxin and there is no safe level of secondhand smoke. Furthermore, ventilation systems and most air filters will not protect children and adults from secondhand smoke. Eliminating indoor smoking is the only way to fully protect nonsmokers from the harmful effects.

I would like to request that you consider a no-smoking ordinance for multi-unit complexes in Duarte. A no-smoking rule is entirely legal and would greatly improve the health and well-being of public housing residents. In LA County, sixteen out of eighty-eight cities have already implemented local smoke-free policies.

[Feel free to add any additional information about how Secondhand smoke has affected you and/or why you want this ordinance to pass in your community.]

Thank you for your consideration.

Sincerely,

[Your Name]

Duarte Resident

Section 6:

Sample Ordinance

SAMPLE ORDINANCE

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DUARTE

PROHIBITING SMOKING IN AND AROUND MULTIUNIT HOUSING

AMENDING SECTIONS _____ AND ADDING SECTION _____ OF THE DUARTE MUNICIPAL CODE, _____, RELATING TO SMOKING IN PUBLIC PLACES, AND IN COMMON AREAS, AND BALCONIES, AND PATIOS OF MULTI-UNIT HOUSING AND RESIDENTIAL CONDOMINIUM COMPLEXES; AND AMENDING SECTION _____ OF THE DUARTE SAFETY CODE, _____, RELATING TO POSTING THE LOCATION OF SMOKING PERMITTED/ PROHIBITED UNITS IN MULTI-UNIT HOUSING.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DUARTE:

SECTION 1.

Findings.

The City Council finds, determines, and declares that:

- A. Extensive medical and scientific research confirms that tobacco smoke is harmful to smokers and non-smokers alike, hastening lung disease, and increases heart disease and cancer.
- B. In 1992, the United States Surgeon General reported that involuntary Smoking – by inhaling “secondhand smoke”- can cause lung cancer in healthy non-smokers and poses a significant public health hazard.
- C. In 2006, the United States Surgeon General concluded that:
 1. A risk-free level of exposure to secondhand smoke does not exist; and
 2. Neither separating smokers from non-smokers nor installing ventilation systems effectively eliminated secondhand smoke.
- D. The United States Environmental Protection Agency has classified secondhand smoke as a group A carcinogen, the most dangerous class of carcinogens.
- E. Inside buildings, tobacco smoke contributes to indoor air pollution.
- F. The aesthetics impacts and odors of secondhand smoke pose a nuisance and annoyance to non-smokers.
- G. Neither the United States Constitution nor the California Constitution gives a person a constitutional right to smoke.
- H. Therefore, prohibiting Smoking on balconies and patios of multiunit rental housing and residential condominium units, in public spaces such as buildings, common areas of multiunit rental housing, and residential condominium complexes are necessary acts to protect the health, safety, and welfare of Duarte residents.

SECTION 2.

Definitions. For this chapter], the following definitions shall govern unless the context requires otherwise:

- (A) “Common Area” means every area of a multiunit residence that residents of more than one unit are entitled to enter or use, including, but not limited to, halls, pathways, lobbies, courtyards, elevators, stairs, community rooms, playgrounds, gym facilities, swimming pools, parking garages, parking lots, grassy or landscaped areas, restrooms, laundry rooms, cooking areas, and eating areas.

SAMPLE ORDINANCE

- (B) “Electronic smoking device” means any device that may be used to deliver any aerosolized or vaporized substance to the Person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah.
- (C) “Homeowners’ association” or “HOA” means an organization or entity established for the purpose of managing or maintaining a common interest development. A homeowners’ association shall also mean “association” as defined in California Civil Code section 4080, or any successor legislation.
- (D) “Landlord and/or Property Management” means any person or agent of a person who owns, manages or is otherwise legally responsible for a unit in a multiunit residence that is leased to a residential tenant. For purposes of this ordinance, a tenant who sublets their unit (e.g., a sublessor) is not a landlord.
- (E) “Multiunit Residence” means property containing two or more units, including, but not limited to, apartment buildings, common interest developments, senior and assisted living facilities, and long-term health care facilities. Multiunit Residences do not include the following:
- (1) a hotel or motel that meets the requirements of California Civil Code section 1940(b)(2);
 - (2) a mobile home park;
 - (3) a campground;
 - (4) a marina or port;
 - (5) a single-family home, except if used as a health care facility subject to licensing requirements; and
 - (6) a single-family home with an accessory dwelling unit or second unit permitted pursuant to California Government Code sections 65852.1, 65852.2, or 65852.22 or an ordinance of the City of Duarte.
- (F) “Nonsmoking Area” means any area in which Smoking is prohibited by
- (1) this [article/chapter] or other law;
 - (2) binding agreement relating to the ownership, occupancy, or use of real property; or
 - (3) a person with legal control over the area.
- (G) “Person” means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity, including government agencies.

SAMPLE ORDINANCE

(H) "Smoking" means:

- (1) inhaling, exhaling, or burning, any tobacco, nicotine, cannabis, or plant product, whether natural or synthetic;
- (2) inhaling any lighted, heated, or activated tobacco, nicotine, marijuana, or plant product, whether natural or synthetic, intended for inhalation; or
- (3) using an "electronic smoking device."

(I) "Unit" means a personal dwelling space, even one lacking cooking facilities or private plumbing facilities, and includes any associated exclusive-use area, such as a private balcony, porch, deck, or patio. "Unit" includes, without limitation, an apartment; a condominium; a townhouse; a room in a senior facility; a room in a long-term health care facility, assisted living facility, community care facility, or hospital; a room in a hotel or motel; a dormitory room; a room in a single-room occupancy facility; a room in a homeless shelter; a mobile home; a camper vehicle or tent; a single-family home; and an accessory dwelling unit or second unit.

(J) "New Unit" shall mean a Unit that is issued a certificate of occupancy on or after _____

(K) "Nonsmoking Area" shall mean any Enclosed Area or Unenclosed Area of a Multi-Unit Residence in which Smoking is prohibited by (1) this Subchapter or other law; (2) by binding agreement relating to the ownership, occupancy, or use of real property; or (3) by designation of a Person with legal control over the area. In the case of a Smoking prohibition established only by private agreement or designation and not by this Subchapter or other law, it shall not be a violation of this Subchapter for a Person to engage in Smoking or to allow Smoking in that area unless: (1) the Person knows that Smoking is not permitted; or (2) a reasonable person would know that Smoking is not permitted.

SECTION 3.

Smoking Restrictions

(A) Effective 90 days from [effective date], Smoking is prohibited anywhere on the premises of a multiunit residence, including units, common areas, and other outdoor areas.

SAMPLE ORDINANCE

- (B) No person with legal control over any multiunit residence shall permit smoking anywhere on the premises of the multiunit residence
- (C) No person with legal control over a common area in which Smoking is prohibited by this [article/ chapter ____] or other law shall permit the presence of ashtrays, ashcans, or other receptacles designed for or primarily used for disposal of smoking waste within the area.

Section 4.

Required and Implied Lease terms for all new and existing units in multiunit residences.

- (A) After [effective date], every lease or other rental agreement for the occupancy of a unit in a multiunit residence entered into, renewed, or continued month to month shall be amended to include the following provisions:
 - (1) A clause providing that as of [effective date + 90 days], it is a material breach of the agreement to smoke or allow Smoking:
 - (a) in the unit, including exclusive-use areas such as balconies, porches, or patios; and
 - (b) in any common area of the multiunit residence [other than a designated smoking area].
 - (2) A clause providing that it is a material breach of the agreement for the tenant to violate any law regulating Smoking while anywhere on the property, or to allow any other person subject to the control of the tenant to engage in such behavior.
 - (3) A clause expressly conveying third-party beneficiary status to all occupants of the multiunit residence as to the smoking provisions of the lease or other rental agreement.
- (B) Whether or not a landlord complies with subsection (A) above, the clauses required by those subsections shall be implied and incorporated by law into every agreement to which subsection (A) applies as of [effective date + 90 days].
- (C) A tenant who breaches or allows any other person subject to the control of the tenant to breach, a smoking provision of a lease or other rental agreement for the occupancy of a unit in a multiunit residence shall be liable for the breach to (1) the landlord; and (2) any occupant of the multiunit residence who is exposed to smoke or who suffers damages as a result of the breach.

SAMPLE ORDINANCE

- (D) Failure to enforce any smoking provision required by this [article/chapter] shall not affect the right to enforce such provision in the future, nor shall a waiver of any breach constitute a waiver of any subsequent breach or a waiver of the provision itself.

Section 5.

Requirements for rental properties

The following requirements apply to multiunit residences other than units in a common interest development that are not being rented:

- (A) On or before [effective date + 90 days], every landlord shall deliver to each unit a copy of this [article/chapter] and a written notice clearly stating:
- (1) All units are designated nonsmoking units and Smoking is prohibited in a unit, including any associated private balcony, porch, deck, or patio, as of [effective date + 90 days]; and
 - (2) Smoking in all common areas or outdoor areas [, except for specifically designated smoking areas,] is a violation of [this article/chapter] as of [effective date + 90 days].
- (B) As of [effective date], every landlord shall provide prospective tenants with written notice clearly stating that:
- (1) Smoking is prohibited in units, including any associated private balcony, porch, deck, or patio, as of [effective date + 90 days]; and
 - (2) Smoking is prohibited in all common areas and outdoor areas [, except for specifically designated smoking areas,] as of [effective date + 90 days].
- (C) As of [effective date + 90 days], the Person or persons with legal control over common areas shall post and maintain clear and unambiguous “No Smoking” signs at entrances and exits, in common areas, and in conspicuous places adjoining the property grounds. In addition, as of [effective date + 90 days], the Person or persons with legal control over the multiunit residence shall post and maintain signs in sufficient numbers and locations in the multiunit residence to indicate that Smoking is prohibited in all units. The absence of signs shall not be a defense to a violation of any provision of this [article/chapter]. “No Smoking” signs are not required inside or on doorways of units.

SAMPLE ORDINANCE

- (D) Landlords with knowledge of violations shall take reasonable steps to enforce the regulations, including written notice to the resident of the landlord's knowledge of the violation, a request to cease the violation, and the course of action to be taken if the violation is not corrected.
- (1) The landlord shall also provide resources provided for free by City of Hope's Smoking Cessation Program to assist with nicotine dependence and also additional referrals for Quitlines and/or online resources.

Section 6.

Penalties and Enforcement

- (A) The remedies provided by this [article/chapter] are cumulative and in addition to any other remedies available at law or in equity.
- (B) Any person exposed to secondhand smoke as a result of a violation of this [article/ chapter] may initiate citizen enforcement of this [article/chapter] by registering a complaint with their landlord/ HOA/ property management company and/or the City of Duarte.
- (C) Enforcement of this chapter shall be the responsibility of the City of Duarte. In addition, any code enforcement official may enforce this chapter.
- (D) No person shall intimidate, harass, or otherwise retaliate against any person who seeks compliance with this [article/chapter].
- (E) Any person in violation of this [article/ chapter] is subject to:
 - (1) First offense- Written warning and option to enroll in a smoking cessation program
 - (2) Second offense- \$75 penalty plus one-hour virtual education class to learn more on how SHS affects MUH residents who do not smoke, option to enroll in a smoking cessation program
 - (3) Third offense – Voluntary enrollment to City of Smoke Smoking Cessation Program (12 Week Course) and monetary penalty/ civil fine of not less than [two hundred fifty dollars (\$250)] and not exceeding [five-hundred dollars (\$500)] per violation. Community service may be provided as an alternative option.

SAMPLE ORDINANCE

Section 7:

City of Duarte

Proposed

Smoke-free Housing
Implementation Plan

CITY OF DUARTE, CA

PROPOSED SMOKEFREE HOUSING IMPLEMENTATION PLAN

For internal use only - not for public distribution

**Allegra Consulting funded under contract #CTCP-17-19 with CA Public Health Department
to assist the City of Duarte with smoke-free multi-unit housing policy implementation**

*(Timeline: 3 – 6 months) -- **contract ends December 31, 2021.***

Activity	End Product	Timeline	Rationale
1. Disseminate (via print media) the final copy of the policy (City Clerk) – <i>as applies to any new ordinance</i>	Final copy of law	Next day after final adoption <i>(should be announced in a local newspaper and city website to inform the public and residents)</i>	Legal compliance and public notification
2. Train relevant city staff on the policy (Allegra, city staff) “Train the trainer”	Final policy and complaint protocol	One week post policy adoption	Staff are more prepared and ready to handle smoking complaints
3. Prepare and disseminate a fact sheet in English and Spanish for distribution to all Duarte MUH entities (Allegra to provide template)	Policy factsheet	Over the course of the entire implementation period	Increase partnership with MUH entities (i.e., Landlords, Property Mgrs.) to assist their understanding on what their duties are and expectations to comply with the law
4. Include a blurb/ insert/ paragraph announcing	Policy insert/blurb	Within the first 30 days of the new policy (<i>celebratory</i>)	Continue to educate and notify the public

CITY OF DUARTE, CA

PROPOSED SMOKEFREE HOUSING IMPLEMENTATION PLAN

the new policy in the local city newsletter (Allegra template)		<i>"waiting for clean Air"</i>	
5. Work with the City's Planning Department/ Commission to notify housing developers of new policy	City notification on city letterhead	Within 30 days of policy adoption	To notify new and existing construction development of smokefree housing requirement
6. Share Information with the City's Neighborhood Block Captains	City notification on city letterhead	Within 10 days of the policy adoption	Continue to educate the public
EXTERNAL AGENCY ACTIVITIES (partners to help with implementation)			
Activity/Who Responsible	End Product	Timeline	Rationale
1. Hold a local press conference to notify and educate the public <i>(Allegra will develop talking points)</i>	Local news, newspaper clippings, social media	Same day the ordinance is adopted	The more public notification and education on the front-end should result in less enforcement on the back-end. most residents want to comply
2. Update City website with a FAQ (important implementation tool English and Spanish)	FAQ for residents to answer anticipated questions	Have prepared and approved and posted within 24 hours after policy adoption	Reduces anxiety and confusion among residents about the need and provisions of the law

CITY OF DUARTE, CA

PROPOSED SMOKEFREE HOUSING IMPLEMENTATION PLAN

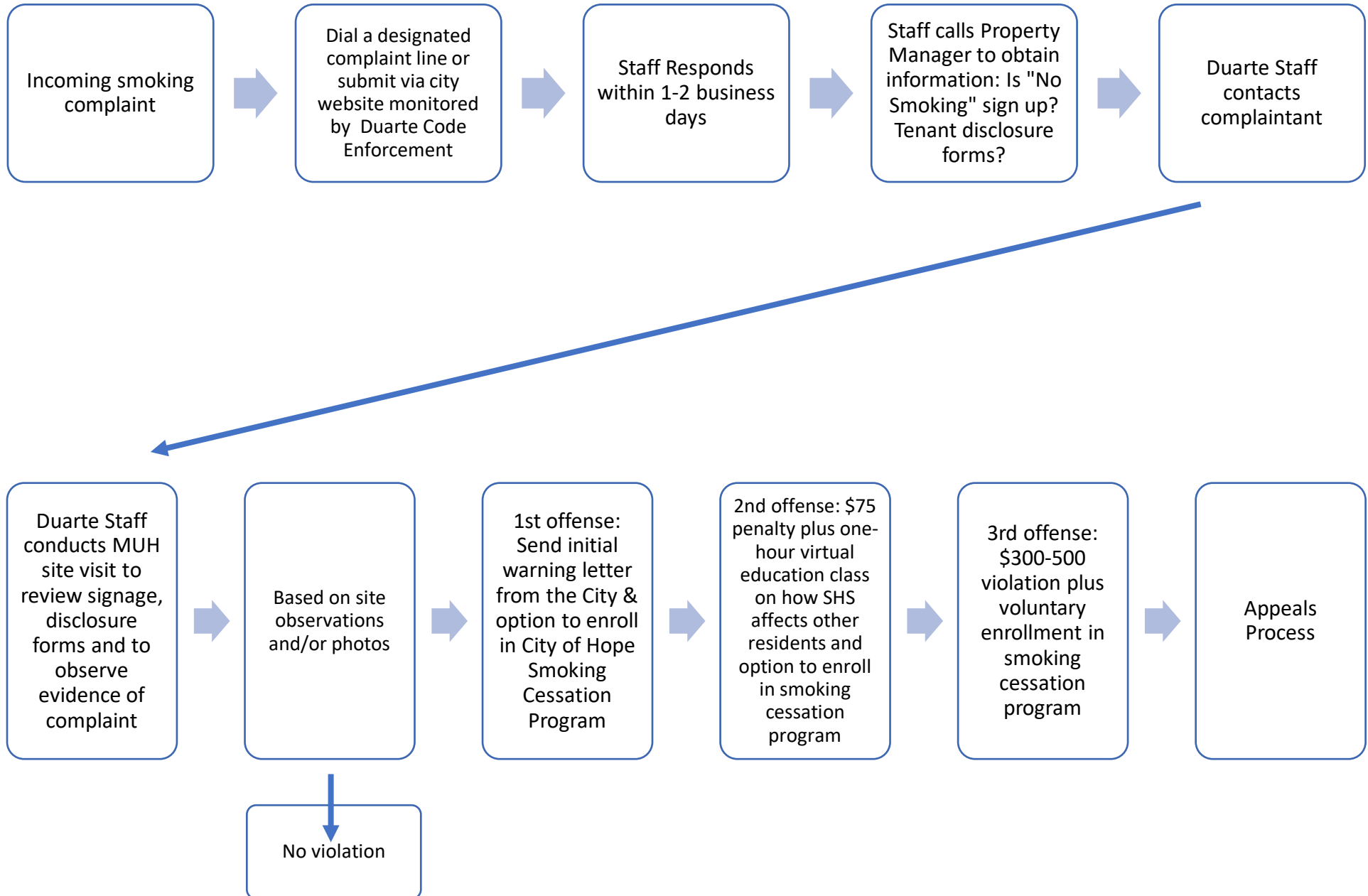
3. Use the same blurb in item 4 and share with all MUH entities in Duarte to place on their websites and to include in the resident newsletters	Same blurb in item 4 Same blurb in item 4	Within 10 days of adopted policy provide In English and Spanish Within 10 days in English & Spanish	Notify all affected parties directly - tenants, it also brands the campaign name Smoke free Duarte Housing and creates a new norm change
4. Work with City of Hope to brand the campaign with smoking cessation services on all public notification materials.	FREE Smoking Cessation Program	Continually throughout the implementation period	Promote the City of Hope FREE Smoking Cessation Program
5. Work with LA County/Allegra to obtain funding for smoke-free housing signage	No-Smoking sign	Provide to MUH entities on an ongoing basis	Signage is a best practice in reducing no-smoking complaints, and increases policy compliance
6. Work with community partners to post information on their websites (i.e., Foothill Family Services)	Website downloads	Ongoing for at least a year	Improves community communication and continued buy-in from local residents

Section 8:

Smoke-free

Multi-Unit Housing
Sample Enforcement
Plan

City of Duarte Proposed Tobacco Control Enforcement Protocol



MINUTES

REGULAR JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF DUARTE, THE DUARTE HOUSING AUTHORITY, AND THE DUARTE COMMUNITY FACILITIES FINANCING AUTHORITY

7:00 PM TUESDAY, JUNE 22, 2021

7:00 PM OPEN SESSION

1. CALL MEETING TO ORDER

Via teleconference and in person the 7:00 p.m. Open Session meeting was called to order by Mayor pro tem Finlay at 7:08 p.m. in the City Hall Council Chamber, 1600 Huntington Drive, Duarte, California 91010

ROLL CALL:

Councilmembers Present:	Finlay, Kang, Lewis, Paras-Caracci, Schulz, Truong
Councilmembers Absent	Urias
Staff Present:	Dan Jordan, City Manager
	David Cosgrove, City Attorney
	Kristen Peterson, Assistant City Manager, Administrative Services Director
	Craig Hensley, Community Development Director
	Manuel Enriquez, Parks and Recreation Director
	Brian Villalobos, Public Safety Services Director
	Victoria Rocha, Assistant to the City Manager
	Annamarie Porter, Interim City Clerk

2. PLEDGE TO THE FLAG

The salute to the Flag was led by Sheryl Leffman

3. ADOPTION OF THE AGENDA

Councilmember Kang moved, Councilmember Paras-Caracci seconded to approve the adoption of the Agenda. Motion carried unanimously

4. SPECIAL ITEMS

A. Recognition of outgoing California School of the Arts Principal William Wallace
City Manager Jordan presented a certificate of appreciation.

Councilmember Kang stated that the California School of the Arts was the Number 1 performing arts high school in California, with 80 students from through-out California and thanked him for his tremendous contribution to the City of Duarte.

Councilmember Paras-Caracci thanked Mr. Wallace for his service and impact.

Mayor pro tem Finlay acknowledged Mr. Wallace's depth of involvement in the City, the value that he offered, and that he would be sorely missed.

Mr. Wallace responded by referencing Duarte as his second home and was proud of the level of service the School attained and the legacy of contribution to the City of Duarte, and the San Gabriel Valley, and the success was due to a partnership with the City and the School District.

Council rose to give him a standing ovation.

Public Comment was received by Veronica Lopez from Senator Rubio's office, Victor Benavides, and Steve Hernandez extending their appreciation for his service and impact to the community.

B. Mayor's Youth Council update

Faith Peoples and Elizabeth Perez announced the summer workforce program, the packaging of the homeless care packages, and a table Pool event.

C. Parks and Recreation update

Parks and Recreation Director gave an update regarding the Virtual 5k run and the Independence Day celebration and fireworks show. He gave a presentation detailing locations, social distancing, entertainment, vendor and food options, and parking, and stated that they could accommodate approximately 7,000 attendees which would include residents and others who chose to attend.

Speaking from the public was Steven Childs who asked about the costs of the event, and income lost to non-profits from fireworks sales, and how the show defied the ban on fireworks which was instituted for the benefit of Veterans suffering from PTSD and pets.

D. Public Safety Update

Public Safety Services Director Villalobos gave an update regarding fireworks enforcement, crimes, the laundromat battery event, explosions in the riverbed, Measure H, and the Emergency Operations Center. He responded to Council's question regarding the lack of fireworks enforcement by the County in the unincorporated areas, suggesting that perhaps Council could reach out to authorities directly.

5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

Joanna Gee announced current and upcoming events and programs available at the Duarte Public Library, virtually and in-person.

Bernadette Chang of the Duarte Chamber of Commerce made announcements regarding upcoming events.

Assistant to the City Manager Rocha announced that Duarte was a partner with the Green Path Careers program, designed to help individuals who were former foster youth between the ages of 18 and 24, or part of an independent living program, by preparing them for a career in the energy efficiency field. They were recruiting for their next class. The program is offered at no cost to the participant.

6. ORAL COMMUNICATIONS – ITEMS NOT ON THE AGENDA

John Fasana extended his congratulations to the new councilmembers. He was concerned with Los Angeles County District Attorney George Gascón and suggested that Council could meet with him directly to express concerns affecting the City.

Mayor pro tem Finlay left the Dais at 8:23 p.m. and returned at 8:27 p.m.

Bernadette Chang introduced the Duarte Chamber of Commerce Interim Manager, Miranda Stewart.

Steven Childs spoke regarding the unhoused and the lack of enforcement by Los Angeles County.

Lenchen De Vane spoke regarding the Auto Shops on Huntington Drive and the health effects of their operations on the senior residents of her complex. These included noises, revving of engines, toxic odors, operating after business hours, and burned-out buildings, and asked for Council relief. Mayor pro tem Finlay referred her to the City's Code Compliance Manager.

Steve Hernandez congratulated the new Councilmembers and complimented their comradery. He then addressed City Manager Jordan, expounding on the fine execution his duties.

7. CONSENT CALENDAR

- A. Motion to read all Resolutions and Ordinances presented for consideration by Title only and waive further reading. (CC/HA/SA/FA)
- B. Approve absence(s) of City Council member(s) from the City Council meeting
- C. Approval of Minutes – June 7, 2021, and June 8, 2021 (CC/HA/SA/FA)
- D. Approval of Warrants – June 23, 2021 (CC/HA/SA/FA)
- E. Approve Monthly Financial report.
- F. Approve Parks and Recreation update.
- G. Approve Public Safety Update Report.
- H. Approve the Agreement with the Duarte Chamber of Commerce for Services in the amount not to exceed \$70,100. for the term July 1, 2021 - June 30, 2022.
- I. Approve the Sublease Agreement with the Duarte Chamber of Commerce for the property located at 1735 Huntington Dr, Duarte, CA 91010 for the amount of \$500. per month for the term of July 1, 2021 - June 30, 2022.
- J.1 Approve a Memorandum of Understanding (MOU) with SEIU Local 721 Management and Professional Employees Unit for the term July 1, 2021 - June 30, 2024.
- J.2 Approve a Memorandum of Understanding (MOU) with the General Employee Unit for the term July 1, 2021 - June 30, 20
- K.1 Adopt by title only, Resolution No. 21-R-13 a Resolution of the City Council of the City of Duarte, California, Fixing the Employer Contribution Under the Public Employees' Medical and Hospital Care Act at an equal amount for Employees and Annuitants - Non PERS City Council.
- K.2 Adopt by title only, Resolution No. 21-R-14 a Resolution of the City Council of the City of Duarte, California, Fixing the Employer Contribution Under the Public Employees' Medical and Hospital Care Act at an equal amount for Employees and Annuitants - Pers All Employees.
- L. Adopt by title only, Resolution No. 21-12, a Resolution of the City Council of the City of Duarte, California Rescinding Resolution No. 20-29, and establishing a salary schedule and compensation plan for unrepresented regular employees.
- M. Approve the first amendment to the agreement with Daniel Jordan for City Manager Services to extend the term to June 30, 2024.
- N. Approve a letter of Support requesting Economic Recovery Strategy Funds for SCAG and San Gabriel Valley Council of Governments.
- O. Receive and File resignation of Commissioner Jim Dinsmore from the Parks and Recreation Commission
- P. City Council/City Manager Conference Attendance and other items suggested by Council. (CC)

Councilmember Schulz moved, seconded by Councilmember Paras-Caracci to move Items 7D and 7M to Item 8 for discussion. Motion was carried by the following vote:

AYES: Finlay, Kang, Lewis, Paras-Caracci, Schulz, Truong
NOES: None

ABSTAIN: None
ABSENT: Urias

Councilmember Kang left the Dais at 8:36 p.m. and returned at 8:38 p.m.

Councilmember Schulz moved, seconded by Councilmember Paras-Caracci to approve the Consent Calendar except for Items 7D & 7M. Motion was carried by the following vote:

AYES: Finlay, Lewis, Paras-Caracci, Schulz, Truong
NOES: None
ABSTAIN: None
ABSENT: Kang, Urias

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

7D. Approval of Warrants – June 23, 2021

Councilmember Paras-Caracci inquired about the expenditure to Garden Inn Suites in the amount of \$3,964.40 for homeless outreach. Public Safety Services Director Villalobos explained that was funded by Measure H funds to house a family consisting of a mother and her 4 children, a man, and a woman who then chose to leave the program.

Councilmember Paras-Caracci moved, seconded by Councilmember Schulz to approve Item 7D. Motion was carried by the following vote:

AYES: Finlay, Kang, Lewis, Paras-Caracci, Schulz, Truong
NOES: None
ABSTAIN: None
ABSENT: Urias

7M. Approve the first amendment to the agreement with Daniel Jordan for City Manager Services to extend the term to June 30, 2024.

Councilmember Paras-Caracci expressed her appreciation of City Manager Jordan's expeditious acclamation to the City and the wrangling of pressing issues.

Councilmember Paras-Caracci moved, seconded by Councilmember Schulz to approve Item 7M. Motion was carried by the following vote:

AYES: Finlay, Kang, Lewis, Paras-Caracci, Schulz, Truong
NOES: None
ABSTAIN: None
ABSENT: Urias

9. BUSINESS ITEMS

A. Discussion and possible action regarding options for shelter beds for homeless persons.

Assistant to the City Manager Rocha gave a presentation reviewing the homeless count, current Duarte programs, grants, law enforcement outreach, encampment clean-ups, outside service providers, and their outcomes. She then reviewed shelter bed models of master-leased motels, permanent shelter centers, temporary shelter centers, residential-based shelters/supportive housing for targeted populations and Pallet shelters, noting the advantages and disadvantages, possible

locations, approximate costs, funding details, and paths to implement each model, and then brought forward examples within nearby communities.

Mayor pro tem asked for public comment.

Steve Hernandez spoke in favor of permanent affordable housing to remedy the homeless issue.

Karen Vance spoke of the changing demographics of Duarte and Duarte adjacent and thought they were not representative of the residents of Duarte.

John Fasana spoke of the areas adjacent to Duarte that affect the City, and thought having affordable housing would enable the City to enforce ordinances and laws.

Steven Childs stated that the homeless was not an unhoused issue, but a mental health issue of those who had been offered housing but declined.

Stacy Tang stated that the homeless had been infringing on private property in Duarte, fighting, knocking on doors in the middle of the night, defecating, leaving used syringes and dumping animals, gravely affecting the quality of life.

There being no one else wishing to speak, Mayor pro tem closed the public comment period.

Councilmember Schulz stated that she had sat down with various entities and received clarification on what the City had to offer and what was being offered to residents of the City. She agreed that it was not an unhoused issue, but rather a multi-faceted problem. A decision and an option had to be made for the City of Duarte. At the last tri-city meeting, all three cities agreed that a housing option decision had to be made by each of them. The Federal Government who had oversight of the Riverbed wanted to remain humane and not just throw people out. All three Cities currently have funding for wrap-around services that include rehabilitation, addiction, and mental health. For any option to be enforceable and successful, all three cities needed to have a regional and collaborate approach. That would enable an injunction to enforce public spaces. She would continue to encourage Azusa and Irwindale to participate. She had built a great relationship with the Army Corps of Engineers, Chief of Staff of 32nd District Congresswoman Grace Napolitano, Los Angeles County Supervisor District 5 Kathryn Barger, Los Angeles County Supervisor Hilda Solis' representatives, all who have authority. Foothill Unity had 13 cities along the foothills for services; they were a food hub, they receive donations, they have showers, those in need just needed to go there. Existing resources could address 50% of the issues. The first step was to pick an option and then enforcement would follow.

Councilmember Paras-Caracci agreed that the topic had circulated for over a decade, and adjacent jurisdictions directly affect the City. She felt the homeless workshop that City Council held helped propel the issue to the forefront and the first step was to choose an option.

Councilmember Kang felt the State needed to assist the County and the Cities to immediately triage the homeless. He stated that the economy and thus the homeless issue was going to get worse. He was concerned that the County might shelter homeless in the City without Council knowledge or approval, especially considering the fact that we contract with the County for Public Safety Services.

Councilmember Lewis agreed with his fellow Councilmembers and thanked them for their hard work; the endless hours that Council and Staff expended in bringing this item forward.

Mayor pro tem Finlay confirmed the number of years spent and appreciated the plausible plan that Council could approve to remedy the issue.

Councilmembers deliberated among the options, utilizing existing infrastructure, Measure H funds, speed of implementation, costs and enforcement, and potential problems that other cities had experienced.

Councilmember Schulz moved, seconded by Councilmember Paras-Caracci to approve the option of the master-leased motels, and for Staff to put together a comprehensive plan for execution with the inclusion of an enforcement action, with an update at least once per month to be brought back to council. Motion was carried by the following vote:

AYES: Finlay, Kang, Lewis, Paras-Caracci, Schulz, Truong
NOES: None
ABSTAIN: None
ABSENT: Urias

B. Adopt by Title Only, Ordinance No. 902 an Ordinance of the City Council of the City of Duarte, California enacted pursuant to California Government Code Sections 8634, 36934, and 36937, repealing Urgency Ordinance No. 900 regarding the Public Health Mandate on Face Coverings. For Adoption and second reading; and/or,

Direct the City Manager to exercise his authority under Section 9 of Urgency Ordinance No. 900 to suspend its provisions if, prior to the effective date of its repeal, public health guidance from the federal government, State of California, or County of Los Angeles, or each or any of them, provide materially more relaxed mask wearing guidance, and in such event, to harmonize as much as possible the enforcement of Duarte's Urgency Ordinance No. 900 with the provisions of such revised guidance

Councilmember Truong moved, Councilmember Kang seconded to Adopt by title only Ordinance No. 902 for adoption and second reading. Motion was carried by the following vote:

AYES: Finlay, Kang, Lewis, Paras-Caracci, Schulz, Truong
NOES: None
ABSTAIN: None
ABSENT: Urias

C. Approve a budget amendment in the amount of \$93,935.89 for vehicle cost associated with the dedicated Sergeant position.

Public Safety Services Director Villalobos stated that he was unaware of the Vehicle requirement when the Sergeant position was approved. It was a one-time cost, and so long as the position remained filled a vehicle would be assigned to the position, which would also include any replacement. He answered questions regarding past practices, amortization, title, maintenance, electronics replacement, and contract cities options.

Steve Hernandez expressed shock but still approved Public Safety expenditures.

Jonathan Bayani asked if electronics would also be covered.

Councilmember Paras-Caracci moved, Councilmember Schulz seconded to approve the Budget Amendment. Motion carried by the following vote:

AYES:	Finlay, Kang, Lewis, Paras-Caracci, Schulz, Truong
NOES:	None
ABSTAIN:	None
ABSENT:	Urias

10. CONTINUATION OF ORAL COMMUNICATIONS - None

11. ITEMS FROM CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY /FINANCING AUTHORITY MEMBERS AND CITY MANAGER /EXECUTIVE DIRECTOR

Mayor pro tem Finlay asked City Manager Jordan for a review of all long-standing City contracts and if there were a need for RFPs

Councilmember Kang stated that Monterey Park reported that Project Room Key was for both homeless and Covid.

Councilmember Lewis felt that the City had overpaid for the Sergeant Vehicle.

12. ADJOURNMENT – Mayor pro tem adjourned the meeting at 11:00 p.m.

Bryan Urias, Mayor

Annamarie Porter, Interim City Clerk



City of Duarte

Council Warrant Register by Vendor

By Fund

Payment Dates 06/24/2021 - 07/14/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 1570 - A1 MAINTENANCE SERVICES CA					
100-1410-7810	A1 MAINTENANCE SERVICES CA	Las Brisas Sweeping 6/2021	216274		61.00
100-1410-7810	A1 MAINTENANCE SERVICES CA	Las Posadas Sweeping 6/2021	216274		61.00
Vendor 1570 - A1 MAINTENANCE SERVICES CA Total:					122.00
Vendor: 6248 - ABIGAIL GARABEDIAN					
100-1205-7779	ABIGAIL GARABEDIAN	WIN Stipend	216248	202203-WIN-Summer At Risk In...	250.00
Vendor 6248 - ABIGAIL GARABEDIAN Total:					250.00
Vendor: 6268 - ABSOLUTE SECURITY INTERNATIONAL					
100-1605-7758	ABSOLUTE SECURITY INTERNAT...	Overnight Event Security	216275		354.00
Vendor 6268 - ABSOLUTE SECURITY INTERNATIONAL Total:					354.00
Vendor: 5329 - ADAPT CONSULTING INC					
100-1825-7688	ADAPT CONSULTING INC	Shop Towels (Used Oil Grant)	1239	202201-Exp-Used Oil Grant-OP...	190.20
Vendor 5329 - ADAPT CONSULTING INC Total:					190.20
Vendor: 6067 - AGS STUDIO 116					
100-1605-7758	AGS STUDIO 116	July 3rd Stage and Sound	1234		12,106.80
Vendor 6067 - AGS STUDIO 116 Total:					12,106.80
Vendor: 1388 - AIDA TORRES					
100-1205-7779	AIDA TORRES	WIN Internship Lunch 6/23/21	1283		52.24
100-1205-7779	AIDA TORRES	DART/A-Team Santa Monica Trip 6/22/21	1283		622.17
Vendor 1388 - AIDA TORRES Total:					674.41
Vendor: 5561 - ALBERTOS PLUMBING					
100-1610-7652	ALBERTOS PLUMBING	Encanto Park Plumbing Repair	216276		120.00
100-1610-7652	ALBERTOS PLUMBING	Encanto Pk RR Urinal/Valve	216276		1,240.00
Vendor 5561 - ALBERTOS PLUMBING Total:					1,360.00
Vendor: 5855 - ALEXANDRA TAPIA					
100-1605-7728	ALEXANDRA TAPIA	2021 Red Wagon Scholarship	216340	202107-Duarte's Promise-Expe...	500.00
Vendor 5855 - ALEXANDRA TAPIA Total:					500.00
Vendor: 6253 - ALEXIA MENDEZ					
100-1205-7779	ALEXIA MENDEZ	WIN Stipend	216256	202203-WIN-Summer At Risk In...	250.00
Vendor 6253 - ALEXIA MENDEZ Total:					250.00
Vendor: 1311 - ALLIANT INSURANCE SERVICES INC-NPB MAIN					
100-1820-7776	ALLIANT INSURANCE SERVICES ...	FY22 Crime Insurance	216277		1,080.00
Vendor 1311 - ALLIANT INSURANCE SERVICES INC-NPB MAIN Total:					1,080.00
Vendor: T4047 - ANDY BASTIEN					
100-2120	ANDY BASTIEN	Field Rent Deposit Refund	216279		100.00
Vendor T4047 - ANDY BASTIEN Total:					100.00
Vendor: 6251 - ANGELA LIUZENG					
100-1205-7779	ANGELA LIUZENG	WIN Stipend	216252	202203-WIN-Summer At Risk In...	250.00
Vendor 6251 - ANGELA LIUZENG Total:					250.00
Vendor: 6156 - ANNA PEREZ					
100-1205-7779	ANNA PEREZ	WIN Stipend	216261	202203-WIN-Summer At Risk In...	250.00
Vendor 6156 - ANNA PEREZ Total:					250.00
Vendor: 6212 - ARDURRA GROUP INC					
100-1405-7967	ARDURRA GROUP INC	PW Inspection-Esperanza Apts 5/2021	1241		7,155.00
100-1405-7967	ARDURRA GROUP INC	PW Inspections-City of Hope 5/2021	1241		1,890.00

Council Warrant Register by Vendor

Payment Dates: 06/24/2021 - 07/14/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1405-7967	ARDURRA GROUP INC	PW Inpsections-COH Pkg Lot G Exp 5/2021	1241		3,510.00
100-1405-7967	ARDURRA GROUP INC	PW Inspections-COH Village Rd Signal 5/2021	1241		1,080.00
100-1405-7967	ARDURRA GROUP INC	PW Inspections-COH Village Rd North 5/2021	1241		135.00
Vendor 6212 - ARDURRA GROUP INC Total:					13,770.00
Vendor: 6250 - ATLE JINNA-JOHNSON					
100-1205-7779	ATLE JINNA-JOHNSON	WIN Stipend	216251	202203-WIN-Summer At Risk In...	250.00
Vendor 6250 - ATLE JINNA-JOHNSON Total:					250.00
Vendor: 1491 - AUTOZONE					
100-1205-7650	AUTOZONE	Vehicle 34 Wiper Fluid	216278		11.72
Vendor 1491 - AUTOZONE Total:					11.72
Vendor: 6266 - AYANA ZUNIGA					
100-1205-7779	AYANA ZUNIGA	WIN Stipend	216272	202203-WIN-Summer At Risk In...	250.00
Vendor 6266 - AYANA ZUNIGA Total:					250.00
Vendor: 6080 - BALLUSIONIST					
100-1605-7733	BALLUSIONIST	Balloon Art-July 3rd Event	1235		900.00
Vendor 6080 - BALLUSIONIST Total:					900.00
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
100-1410-7815	BRIGHTVIEW LANDSCAPE SERVI...	Brush Clearance-Greenbank Ave Parcel	216281		13,646.00
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					13,646.00
Vendor: 6245 - BROOKLYN CUMES					
100-1205-7779	BROOKLYN CUMES	WIN Stipend	216245	202203-WIN-Summer At Risk In...	250.00
Vendor 6245 - BROOKLYN CUMES Total:					250.00
Vendor: 6006 - BRYAN URIAS					
100-1005-7649	BRYAN URIAS	Council Vehicle Allowance	1288		75.00
Vendor 6006 - BRYAN URIAS Total:					75.00
Vendor: 4838 - BURKE, WILLIAMS & SORENSEN LLP					
100-1015-7682	BURKE, WILLIAMS & SORENSEN...	Labor Legal 5/2021	1244		4,482.50
Vendor 4838 - BURKE, WILLIAMS & SORENSEN LLP Total:					4,482.50
Vendor: 1398 - BURRTEC WASTE INDUSTRIES INC					
100-1205-7760	BURRTEC WASTE INDUSTRIES I...	Irwindale Riverbed Cleanup 5/10/2021	216282	202115-Outreach-Homeless Ser...	2,886.58
Vendor 1398 - BURRTEC WASTE INDUSTRIES INC Total:					2,886.58
Vendor: 6246 - CALEB CUMES					
100-1205-7779	CALEB CUMES	WIN Stipend	216246	202203-WIN-Summer At Risk In...	250.00
Vendor 6246 - CALEB CUMES Total:					250.00
Vendor: 5654 - CALIBER COMMERCIAL POOL SERVICE					
100-1610-8100	CALIBER COMMERCIAL POOL S...	Training & Comp Pools Light Fixture Replacement	216283		9,276.14
100-1610-8100	CALIBER COMMERCIAL POOL S...	Labor	216283		5,200.00
100-1610-7616	CALIBER COMMERCIAL POOL S...	New 20 HP Impeller for Competition Pool	216283		1,841.56
100-1610-7616	CALIBER COMMERCIAL POOL S...	Labor	216283		1,280.00
Vendor 5654 - CALIBER COMMERCIAL POOL SERVICE Total:					17,597.70
Vendor: 0035 - CALIFORNIA CONTRACT CITIES ASSOCIATION					
100-1025-7703	CALIFORNIA CONTRACT CITIES ...	FY22 Annual Membership	216284		3,600.00
Vendor 0035 - CALIFORNIA CONTRACT CITIES ASSOCIATION Total:					3,600.00
Vendor: 0216 - CALIFORNIA JOINT POWERS INSURANCE AUTHORITY					
100-1820-7772	CALIFORNIA JOINT POWERS IN...	FY22 Liability Program	1246		218,138.00
100-1820-7772	CALIFORNIA JOINT POWERS IN...	FY22 Liability Program (Retro Adjustment)	1246		205.00
100-1820-7773	CALIFORNIA JOINT POWERS IN...	FY22 Workers Comp (Retro Adjustment)	1246		-9,076.00

Council Warrant Register by Vendor

Payment Dates: 06/24/2021 - 07/14/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1820-7773	CALIFORNIA JOINT POWERS IN...	FY22 Workers Compensation Program	1246		228,815.00
100-1820-7775	CALIFORNIA JOINT POWERS IN...	Property Insurance 7/1/2021 - 7/1/2022	1245		67,459.00
Vendor 0216 - CALIFORNIA JOINT POWERS INSURANCE AUTHORITY Total:					505,541.00
Vendor: 5719 - CANON FINANCIAL SERVICES INC					
100-1825-7630	CANON FINANCIAL SERVICES INC	CH(2)/SC/TC Copier Lease 6/1/2021 - 6/30/2021	216285		875.49
100-1825-7630	CANON FINANCIAL SERVICES INC	PS Copier Lease 6/1/2021 - 6/30/2021	216285		402.41
100-1825-7631	CANON FINANCIAL SERVICES INC	PS Copier Maintenance 5/1/2021 - 5/31/2021	216285		90.59
Vendor 5719 - CANON FINANCIAL SERVICES INC Total:					1,368.49
Vendor: 5720 - CANON SOLUTIONS AMERICA INC					
100-1825-7631	CANON SOLUTIONS AMERICA I...	CH(2) Copier Maintenance 5/16/21 - 6/15/21	216286		250.75
100-1825-7631	CANON SOLUTIONS AMERICA I...	SC Copier Maintenance 5/16/21 - 6/15/21	216286		79.46
100-1825-7631	CANON SOLUTIONS AMERICA I...	TC Copier Maintenance 5/16/21 - 6/15/21	216286		27.56
Vendor 5720 - CANON SOLUTIONS AMERICA INC Total:					357.77
Vendor: 5918 - CARLOS MEJIA					
100-1205-7779	CARLOS MEJIA	WIN Stipend	216255	202203-WIN-Summer At Risk In...	250.00
Vendor 5918 - CARLOS MEJIA Total:					250.00
Vendor: 5848 - CASEY CARRILLO					
100-1205-7779	CASEY CARRILLO	WIN Stipend	216244	202203-WIN-Summer At Risk In...	250.00
100-1605-7728	CASEY CARRILLO	Red Wagon Scholarship	216287	202107-Duarte's Promise-Expe...	500.00
Vendor 5848 - CASEY CARRILLO Total:					750.00
Vendor: 0028 - CATHERINE BRATTA					
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	216280		435.00
Vendor 0028 - CATHERINE BRATTA Total:					435.00
Vendor: 5120 - CHARLES ABBOTT ASSOCIATES INC					
100-1405-7965	CHARLES ABBOTT ASSOCIATES ...	Contract Planner 5/2021	1249	202117-COH Exps-Charles Abbo...	2,475.00
Vendor 5120 - CHARLES ABBOTT ASSOCIATES INC Total:					2,475.00
Vendor: 2025 - CHARLES R SIMPSON					
100-1610-7652	CHARLES R SIMPSON	Pool Gate Repairs	216337		1,250.00
Vendor 2025 - CHARLES R SIMPSON Total:					1,250.00
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	216288		31.63
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	216288		29.50
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	216288		31.63
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	216288		8.20
Vendor 5140 - CINTAS CORPORATION #693 Total:					100.96
Vendor: 0903 - CITY OF MONROVIA					
100-1410-7650	CITY OF MONROVIA	Fuel-Field Services 5/2021	216320		853.04
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Rec 5/2021	216320		105.71
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 5/2021	216320		917.39
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 5/2021	216320		4,773.54
100-1610-7650	CITY OF MONROVIA	Fuel-Facility Maintenance 5/2021	216320		875.57
Vendor 0903 - CITY OF MONROVIA Total:					7,525.25
Vendor: 5328 - COMCATE					
100-1205-7823	COMCATE	Animal/Code Data System 7/1/2021 - 6/30/2022	216289		8,294.54
Vendor 5328 - COMCATE Total:					8,294.54

Council Warrant Register by Vendor

Payment Dates: 06/24/2021 - 07/14/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Vendor: 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
100-1405-7801	COUNTY OF LOS ANGELES DEP...	Industrial Waste Inspections 5/2021	216291		593.65
Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:					593.65
Vendor: T3737 - CROWN CASTLE USA INC					
100-2120	CROWN CASTLE USA INC	Cash Bond Refund (Pmt #6-0042)	216292		1,000.00
100-2120	CROWN CASTLE USA INC	Cash Bond Refund (Pmt #6-0043)	216292		2,000.00
100-2120	CROWN CASTLE USA INC	Cash Bond Refund (Pmt #6-0051)	216292		1,000.00
100-2120	CROWN CASTLE USA INC	Cash Bond Refund (Pmt #6-0063)	216292		1,500.00
100-2120	CROWN CASTLE USA INC	Cash Bond Refund (Pmt #6-0064)	216292		2,000.00
100-2120	CROWN CASTLE USA INC	Cash Bond Refund (Pmt #6-0066)	216292		2,000.00
Vendor T3737 - CROWN CASTLE USA INC Total:					9,500.00
Vendor: T4394 - CROWN CONSTRUCTION ENGINEERING					
100-2120	CROWN CONSTRUCTION ENGIN...	Cash Bond Refund (Pmt #8-0077 & 8-0078)	216293		1,000.00
Vendor T4394 - CROWN CONSTRUCTION ENGINEERING Total:					1,000.00
Vendor: 5833 - CROWN-TECH INNOVATIONS GROUP INC.					
100-1205-7615	CROWN-TECH INNOVATIONS G...	4X EOC Facility Replacement Cameras	216294		3,619.40
Vendor 5833 - CROWN-TECH INNOVATIONS GROUP INC. Total:					3,619.40
Vendor: 6254 - CRYSTAL MUNOZ					
100-1205-7779	CRYSTAL MUNOZ	WIN Stipend	216257	202203-WIN-Summer At Risk In...	250.00
Vendor 6254 - CRYSTAL MUNOZ Total:					250.00
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1020-7718	CURO MANAGED PRINT PRODU...	City Newsletter Printing	216295		1,352.77
100-1605-7730	CURO MANAGED PRINT PRODU...	5k Signage	216295		479.34
100-1610-7618	CURO MANAGED PRINT PRODU...	Pool Deck Signage	216295		672.53
100-1020-7716	CURO MANAGED PRINT PRODU...	July 3rd Event Signage	216295		8,282.76
100-1605-7739	CURO MANAGED PRINT PRODU...	July 3rd Event Banners (Covid-19)	216295		2,799.31
100-1605-7758	CURO MANAGED PRINT PRODU...	July 3rd Booth Signage	216295		39.69
100-1605-7614	CURO MANAGED PRINT PRODU...	Thank You Cards	216295		41.34
Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:					13,667.74
Vendor: 6263 - DANIEL ZAMARRIPA					
100-1205-7779	DANIEL ZAMARRIPA	WIN Stipend	216269	202203-WIN-Summer At Risk In...	250.00
Vendor 6263 - DANIEL ZAMARRIPA Total:					250.00
Vendor: 5501 - DATA TICKET INC					
100-1205-7761	DATA TICKET INC	Admin Citation Processing 5/2021	1250		246.93
100-1205-7761	DATA TICKET INC	Parking Citation Processing 5/2021	1250		1,490.98
100-1205-7761	DATA TICKET INC	Parking Ticket Paper	1250		2,527.27
Vendor 5501 - DATA TICKET INC Total:					4,265.18
Vendor: 6064 - DE LAGE LANDEN FINANCIAL SERVICES INC					
100-1815-7630	DE LAGE LANDEN FINANCIAL SE...	iMac Lease Pymt 23 of 24	EFT11736		1,015.63
Vendor 6064 - DE LAGE LANDEN FINANCIAL SERVICES INC Total:					1,015.63
Vendor: 5947 - DEKRA-LITE INDUSTRIES INC					
100-1605-7758	DEKRA-LITE INDUSTRIES INC	July 3rd Lights	216296		1,177.76
Vendor 5947 - DEKRA-LITE INDUSTRIES INC Total:					1,177.76
Vendor: 1381 - DOLPHIN RENTS INC					
100-1605-7758	DOLPHIN RENTS INC	July 3rd VIP Area	216297		4,437.12
Vendor 1381 - DOLPHIN RENTS INC Total:					4,437.12

Council Warrant Register by Vendor

Payment Dates: 06/24/2021 - 07/14/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Vendor: 0074 - DUARTE CHAMBER OF COMMERCE					
100-1020-7710	DUARTE CHAMBER OF COMME...	FY22 1st Installment Agreement Srvcs	1291		35,050.00
Vendor 0074 - DUARTE CHAMBER OF COMMERCE Total:					35,050.00
Vendor: 0388 - DUARTE KIWANIS CLUB					
100-1205-7612	DUARTE KIWANIS CLUB	Aida Torres Membership Dues 7/1/2020 - 6/30/2021	216298		480.00
Vendor 0388 - DUARTE KIWANIS CLUB Total:					480.00
Vendor: 3165 - DUARTE PUBLIC SAFETY PETTY CASH					
100-1205-7779	DUARTE PUBLIC SAFETY PETTY ...	A-Team Field Trip Supplies	216299		21.42
100-1205-7779	DUARTE PUBLIC SAFETY PETTY ...	DART Meeting 6/25/2021	216299		27.64
100-1205-7980	DUARTE PUBLIC SAFETY PETTY ...	Rabies Clinic Supplies	216299		25.00
100-1205-7980	DUARTE PUBLIC SAFETY PETTY ...	PS Office Water	216299		12.00
Vendor 3165 - DUARTE PUBLIC SAFETY PETTY CASH Total:					86.06
Vendor: 0311 - DUARTE RECREATION PETTY CASH					
100-1605-7614	DUARTE RECREATION PETTY CA...	Hangers	216300		11.03
100-1605-7733	DUARTE RECREATION PETTY CA...	SC Father's Day Lotto Tickets/Candy	216300		128.00
100-1605-7735	DUARTE RECREATION PETTY CA...	Teen Ctr Water	216300		16.76
100-1605-7740	DUARTE RECREATION PETTY CA...	Summer Day Camp Supplies	216300		20.94
100-1605-7745	DUARTE RECREATION PETTY CA...	Teen Ctr Boxing Funnels/Buckets/Spouts	216300		71.48
Vendor 0311 - DUARTE RECREATION PETTY CASH Total:					248.21
Vendor: 0407 - DUARTE YOUTH ATHLETIC CLUB					
100-2120	DUARTE YOUTH ATHLETIC CLUB	Field Rent Deposit Refund	216301		100.00
Vendor 0407 - DUARTE YOUTH ATHLETIC CLUB Total:					100.00
Vendor: 5798 - DUNWRIGHT PAINTING & COATINGS					
100-1020-7724	DUNWRIGHT PAINTING & COAT...	Light Pole Painting-Post Office Parking Lot	1232		264.00
Vendor 5798 - DUNWRIGHT PAINTING & COATINGS Total:					264.00
Vendor: 1533 - EFREN CASTRO					
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	1248		566.00
Vendor 1533 - EFREN CASTRO Total:					566.00
Vendor: 6162 - ELIZABETH PEREZ					
100-1205-7779	ELIZABETH PEREZ	WIN Stipend	216262	202203-WIN-Summer At Risk In...	250.00
Vendor 6162 - ELIZABETH PEREZ Total:					250.00
Vendor: 6189 - ENTERPRISE FM TRUST					
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 6/1/21 - EFT11713 6/30/21			433.48
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 6/1/21 - EFT11713 6/30/21			672.45
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 6/1/21 - EFT11713 6/30/21			591.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 6/1/21 - EFT11713 6/30/21			584.85
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 6/1/21 - EFT11713 6/30/21			574.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 6/1/21 - EFT11713 6/30/21			563.27
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 100 Lease/Maint 6/1/21 EFT11713 - 6/30/21			551.46
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 6/1/21 - EFT11713 6/30/21			445.61
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 6/1/21 - EFT11713 6/30/21			486.38
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 6/1/21 - EFT11713 6/30/21			431.65
Vendor 6189 - ENTERPRISE FM TRUST Total:					5,335.43

Council Warrant Register by Vendor

Payment Dates: 06/24/2021 - 07/14/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Vendor: 1357 - EXECUTIVE ELEVATOR INC					
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 6/2021	1253		135.00
Vendor 1357 - EXECUTIVE ELEVATOR INC Total:					135.00
Vendor: 6256 - FAITH PEOPLES					
100-1205-7779	FAITH PEOPLES	WIN Stipend	216259	202203-WIN-Summer At Risk In...	250.00
Vendor 6256 - FAITH PEOPLES Total:					250.00
Vendor: T4386 - FC GOLDEN STATE/PURE SPORTS					
100-2120	FC GOLDEN STATE/PURE SPORTS	Sports Field Rent Deposit Refund	216302		100.00
100-2120	FC GOLDEN STATE/PURE SPORTS	Field Rent Deposit Refund	216302		100.00
Vendor T4386 - FC GOLDEN STATE/PURE SPORTS Total:					200.00
Vendor: T0183 - FOOTHILL UNITY CENTER					
100-1010-7965	FOOTHILL UNITY CENTER	Outreach Grant 3/23/2021 - 6/30/2021	216303		10,000.00
Vendor T0183 - FOOTHILL UNITY CENTER Total:					10,000.00
Vendor: 4039 - FSP DESIGNS					
100-1205-7779	FSP DESIGNS	WIN Internship Uniforms	1256	201914-Youth Programs-Cal VIP	380.76
Vendor 4039 - FSP DESIGNS Total:					380.76
Vendor: T4390 - GABRIEL 5200 TRIGGER STREET HOLDINGS LLC					
100-2121	GABRIEL 5200 TRIGGER STREET...	Certificate of Occupancy Deposit Refund	216304		57,750.00
Vendor T4390 - GABRIEL 5200 TRIGGER STREET HOLDINGS LLC Total:					57,750.00
Vendor: 6227 - GARDEN INN & SUITES					
100-1205-7760	GARDEN INN & SUITES	Homeless Outreach-Prevention/Diversion/Rehousing	1257	202115-Outreach-Homeless Ser...	6,855.02
Vendor 6227 - GARDEN INN & SUITES Total:					6,855.02
Vendor: 6179 - GEO PLASTICS (CA)					
100-1825-7688	GEO PLASTICS (CA)	Reusable Oil Containers	1258	202201-Exp-Used Oil Grant-OP...	1,256.78
100-1825-7688	GEO PLASTICS (CA)	Reusable Oil Containers	1258	202103-Used Oil Grant Exp-OP...	1,275.22
Vendor 6179 - GEO PLASTICS (CA) Total:					2,532.00
Vendor: T4391 - GEORGINA MORENO					
100-2120	GEORGINA MORENO	Field Rent Deposit Refund	216321		100.00
Vendor T4391 - GEORGINA MORENO Total:					100.00
Vendor: T4324 - GLEN MESSICK					
100-2120	GLEN MESSICK	Field Rent Deposit Refund	216319		100.00
Vendor T4324 - GLEN MESSICK Total:					100.00
Vendor: 1840 - HINDERLITER, DE LLAMAS & ASSOCIATES					
100-1805-7965	HINDERLITER, DE LLAMAS & AS...	Transaction Tax Q4 2020	216307		300.00
Vendor 1840 - HINDERLITER, DE LLAMAS & ASSOCIATES Total:					300.00
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Supplies/Repairs	EFT11735		69.35
100-1205-7615	HOME DEPOT CREDIT SERVICES	EOC Trailer Hitch & Ball	EFT11735		50.05
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Supplies/Repairs	EFT11735		42.13
100-1610-7618	HOME DEPOT CREDIT SERVICES	Town Ctr Paint/Supplies	EFT11735		221.33
100-1610-7618	HOME DEPOT CREDIT SERVICES	Town Ctr Paint/Supplies	EFT11735		411.32
100-1205-7980	HOME DEPOT CREDIT SERVICES	Animal Control PPE Suits	EFT11735		118.67
Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:					912.85
Vendor: 6257 - HOPE PEOPLES					
100-1205-7779	HOPE PEOPLES	WIN Stipend	216260	202203-WIN-Summer At Risk In...	250.00
Vendor 6257 - HOPE PEOPLES Total:					250.00
Vendor: 5908 - HUGH ALEXANDER					
100-1205-7779	HUGH ALEXANDER	WIN Stipend	216238	202203-WIN-Summer At Risk In...	250.00
Vendor 5908 - HUGH ALEXANDER Total:					250.00

Council Warrant Register by Vendor

Payment Dates: 06/24/2021 - 07/14/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Vendor: 6090 - IT'S A GAS INC					
100-1610-7618	IT'S A GAS INC	(2) Helium Tank Replacements	216309		709.97
				Vendor 6090 - IT'S A GAS INC Total:	709.97
Vendor: 0594 - J & J SPORTS & TROPHIES					
100-1605-7733	J & J SPORTS & TROPHIES	Protective Screen (66er Softball)	216310		244.82
100-1605-7733	J & J SPORTS & TROPHIES	Council Hats (July 3rd Event)	216310		211.02
100-1005-7649	J & J SPORTS & TROPHIES	Mayor Bryan Urias Jackets & Shirts	216310		234.28
				Vendor 0594 - J & J SPORTS & TROPHIES Total:	690.12
Vendor: 6269 - JACOB ISLAS					
100-1205-7779	JACOB ISLAS	WIN Stipend	216308	202203-WIN-Summer At Risk In...	250.00
				Vendor 6269 - JACOB ISLAS Total:	250.00
Vendor: 6255 - JACOB PARGAS					
100-1205-7779	JACOB PARGAS	WIN Stipend	216258	202203-WIN-Summer At Risk In...	250.00
				Vendor 6255 - JACOB PARGAS Total:	250.00
Vendor: 3821 - JACQUELINE BURCKHARD					
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	1243		218.00
				Vendor 3821 - JACQUELINE BURCKHARD Total:	218.00
Vendor: 6262 - JASHION WADE					
100-1205-7779	JASHION WADE	WIN Stipend	216268	202203-WIN-Summer At Risk In...	250.00
				Vendor 6262 - JASHION WADE Total:	250.00
Vendor: 0128 - JIM KIRCHNER					
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	216311		435.00
				Vendor 0128 - JIM KIRCHNER Total:	435.00
Vendor: 6204 - JODY ERRANDI SCHULZ					
100-1005-7644	JODY ERRANDI SCHULZ	Council Vehicle Allowance	1277		75.00
				Vendor 6204 - JODY ERRANDI SCHULZ Total:	75.00
Vendor: 0086 - JOHN FASANA					
100-1825-7674	JOHN FASANA	Health Insurance Reimbursement	1254		435.00
				Vendor 0086 - JOHN FASANA Total:	435.00
Vendor: T4392 - JOSE SANCHEZ					
100-2120	JOSE SANCHEZ	Field Rent Deposit Refund	216335		250.00
				Vendor T4392 - JOSE SANCHEZ Total:	250.00
Vendor: 6247 - JOSEPH DELAGUILA					
100-1205-7779	JOSEPH DELAGUILA	WIN Stipend	216247	202203-WIN-Summer At Risk In...	250.00
				Vendor 6247 - JOSEPH DELAGUILA Total:	250.00
Vendor: 6267 - JUAN ZUNIGA					
100-1205-7779	JUAN ZUNIGA	WIN Stipend	216273	202203-WIN-Summer At Risk In...	250.00
				Vendor 6267 - JUAN ZUNIGA Total:	250.00
Vendor: 6264 - KHAIYIEE ZAMORA					
100-1205-7779	KHAIYIEE ZAMORA	WIN Stipend	216270	202203-WIN-Summer At Risk In...	250.00
				Vendor 6264 - KHAIYIEE ZAMORA Total:	250.00
Vendor: 6206 - KHR ASSOCIATES					
100-1405-7965	KHR ASSOCIATES	Town Ctr PS&E (PO #21-0034)	1262		2,510.00
				Vendor 6206 - KHR ASSOCIATES Total:	2,510.00
Vendor: 6265 - KYIHILLE ZAMORA					
100-1205-7779	KYIHILLE ZAMORA	WIN Stipend	216271	202203-WIN-Summer At Risk In...	250.00
				Vendor 6265 - KYIHILLE ZAMORA Total:	250.00
Vendor: 5438 - LDM ASSOCIATES INC					
100-1405-7965	LDM ASSOCIATES INC	FY21 Federal Grant Administration 5/2021	1263		150.00
				Vendor 5438 - LDM ASSOCIATES INC Total:	150.00

Council Warrant Register by Vendor

Payment Dates: 06/24/2021 - 07/14/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Vendor: 0139 - LEAGUE OF CALIFORNIA CITIES					
100-1025-7699	LEAGUE OF CALIFORNIA CITIES	Los Angeles County Division Dues 7/1/21 - 6/30/22	216312		1,113.00
Vendor 0139 - LEAGUE OF CALIFORNIA CITIES Total:					1,113.00
Vendor: T4393 - LEONOR NAJERA					
100-2120	LEONOR NAJERA	Field Rent Deposit Refund	216322		100.00
Vendor T4393 - LEONOR NAJERA Total:					100.00
Vendor: 1927 - LEVON YOTNAKHPARIAN					
100-1020-7726	LEVON YOTNAKHPARIAN	CC Cablecast 4/2021 - 6/2021	216342		3,300.00
Vendor 1927 - LEVON YOTNAKHPARIAN Total:					3,300.00
Vendor: 5761 - LIFE STORAGE #530					
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 7/1/2021 - 8/1/2021	EFT11737		267.00
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 7/1/2021 - 8/1/2021	EFT11738		247.00
Vendor 5761 - LIFE STORAGE #530 Total:					514.00
Vendor: 5060 - LINDA HENDERSON					
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	1260		435.00
Vendor 5060 - LINDA HENDERSON Total:					435.00
Vendor: 2369 - LOS ANGELES COUNTY AUDITOR-CONTROLLER					
100-1025-7705	LOS ANGELES COUNTY AUDITO...	FY22 LAFCO Fees	216314		583.82
Vendor 2369 - LOS ANGELES COUNTY AUDITOR-CONTROLLER Total:					583.82
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff's Contract 5/2021	1265		356,839.18
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff's Contract 5/2021	1265	202119-Tobacco Grant SRO/De...	14,293.00
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					371,132.18
Vendor: 6252 - LUCY MARTINEZ					
100-1205-7779	LUCY MARTINEZ	WIN Stipend	216253	202203-WIN-Summer At Risk In...	250.00
Vendor 6252 - LUCY MARTINEZ Total:					250.00
Vendor: 5698 - LUDECKE PROPERTY MANAGEMENT INC					
100-1020-7710	LUDECKE PROPERTY MANAGE...	Chamber Lease 7/2021	216315		1,600.00
Vendor 5698 - LUDECKE PROPERTY MANAGEMENT INC Total:					1,600.00
Vendor: 6240 - MADISON ALIANO					
100-1205-7779	MADISON ALIANO	WIN Stipend	216239	202203-WIN-Summer At Risk In...	250.00
Vendor 6240 - MADISON ALIANO Total:					250.00
Vendor: 4139 - MAGIC JUMP RENTALS INC					
100-1605-7740	MAGIC JUMP RENTALS INC	Summer Day Camp Water Slide Rental	216316		398.90
Vendor 4139 - MAGIC JUMP RENTALS INC Total:					398.90
Vendor: 5868 - MAINTEX INC					
100-1610-7618	MAINTEX INC	Janitorial Supplies	1266		1,569.69
Vendor 5868 - MAINTEX INC Total:					1,569.69
Vendor: T4389 - MALEK GULAMMAHIYUDDIN					
100-4302	MALEK GULAMMAHIYUDDIN	Citation Overpayment (Refund)	216306		60.00
Vendor T4389 - MALEK GULAMMAHIYUDDIN Total:					60.00
Vendor: 6025 - MANAGEMENT PARTNERS					
100-1010-7965	MANAGEMENT PARTNERS	City Council Workshop Facilitation	216317		6,000.00
100-1010-7965	MANAGEMENT PARTNERS	City Council Workshop Facilitation	216317		5,500.00
Vendor 6025 - MANAGEMENT PARTNERS Total:					11,500.00
Vendor: 0285 - MARGARET FINLAY					
100-1005-7642	MARGARET FINLAY	Council Vehicle Allowance	1255		75.00
Vendor 0285 - MARGARET FINLAY Total:					75.00

Council Warrant Register by Vendor

Payment Dates: 06/24/2021 - 07/14/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Vendor: 4286 - MAXTREME INC					
100-1815-7632	MAXTREME INC	Office 365 3/2021 - 6/2021	1267		1,716.00
100-1815-7980	MAXTREME INC	Server Software Support (3 Year)	1267		3,051.84
100-1815-7965	MAXTREME INC	IT Helpdesk 6/2021	1267		8,700.00
100-1815-7980	MAXTREME INC	Crash Plan Recovery 6/2021	1267		200.00
100-1815-7632	MAXTREME INC	Gsuite Maxhavens 12/2020 - 5/2021	1267		432.00
100-1815-7631	MAXTREME INC	Samsung Monitor/USB Mini Dock/HDMI (CMO)	1267		275.06
100-1815-7631	MAXTREME INC	NetGear Pro Safe 8 Port Switch (Council AV Rack)	1267		54.10
100-1815-7631	MAXTREME INC	APC UPS (KP Office)/Mac 3 Mouse (CMD)	1267		165.34
100-1815-7980	MAXTREME INC	Keyboard Case (Bryan Urias) /Apple Accessories	1267		335.03
100-1815-7632	MAXTREME INC	BMTMicro Software Better Finder Rename	1267		24.95
100-1815-7980	MAXTREME INC	Backup External SSDs (2)-Council Recording	1267		245.27
100-1815-7980	MAXTREME INC	(5) MDS Automation USB Drives	1267		199.96
100-1010-7980	MAXTREME INC	CM Printer Toner	1267		457.49
100-1815-7980	MAXTREME INC	CC Case/Chargers	1267		84.45
Vendor 4286 - MAXTREME INC Total:					15,941.49
Vendor: T4388 - MEDINA BRAVO CONSTRUCTION					
100-2126	MEDINA BRAVO CONSTRUCTION	Construction & Demo Deposit Refund (Pmt #8-0079)	216318		500.00
100-5004	MEDINA BRAVO CONSTRUCTION	Administrative Fee (Pmt #8-0079)	216318		-125.00
Vendor T4388 - MEDINA BRAVO CONSTRUCTION Total:					375.00
Vendor: T2469 - MERARI AQUINO					
100-1211	MERARI AQUINO	Computer Loan	1240		1,270.68
Vendor T2469 - MERARI AQUINO Total:					1,270.68
Vendor: 1042 - MICHAEL TARR					
100-1825-7674	MICHAEL TARR	Health Insurance Reimbursement	1281		566.00
Vendor 1042 - MICHAEL TARR Total:					566.00
Vendor: 2461 - MVP, LLC					
100-1205-7787	MVP, LLC	Public Safety Lease	1268		12,431.28
Vendor 2461 - MVP, LLC Total:					12,431.28
Vendor: 4607 - NAVIA BENEFIT SOLUTIONS					
100-1810-7980	NAVIA BENEFIT SOLUTIONS	FSA Processing Fee 6/2021	1269		100.00
Vendor 4607 - NAVIA BENEFIT SOLUTIONS Total:					100.00
Vendor: 6209 - NBL TWO WAY RADIO COMMUNICATIONS					
100-1205-7980	NBL TWO WAY RADIO COMMU...	July 3rd Fireworks Radios	216323		6,328.34
Vendor 6209 - NBL TWO WAY RADIO COMMUNICATIONS Total:					6,328.34
Vendor: 5845 - NEC FINANCIAL SERVICES LLC					
100-1815-7830	NEC FINANCIAL SERVICES LLC	Mitel Phone System Pymt 42 of 60	EFT11716		1,340.10
Vendor 5845 - NEC FINANCIAL SERVICES LLC Total:					1,340.10
Vendor: T2488 - NICK LOPEZ					
100-2120	NICK LOPEZ	Field Rent Deposit Refund	216313		250.00
Vendor T2488 - NICK LOPEZ Total:					250.00
Vendor: 5851 - OLGALIVIER GARCIA					
100-1205-7779	OLGALIVIER GARCIA	WIN Stipend	216250	202203-WIN-Summer At Risk In...	250.00
Vendor 5851 - OLGALIVIER GARCIA Total:					250.00

Council Warrant Register by Vendor

Payment Dates: 06/24/2021 - 07/14/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Vendor: 6243 - OSCAR BARAJAS					
100-1205-7779	OSCAR BARAJAS	WIN Stipend	216242	202203-WIN-Summer At Risk In...	250.00
Vendor 6243 - OSCAR BARAJAS Total:					250.00
Vendor: T3809 - PACIFIC PRODUCTION SERVICES					
100-2120	PACIFIC PRODUCTION SERVICES	Film Permit Deposit Refund (Biscuit-MicDonalds)	216324		500.00
100-2120	PACIFIC PRODUCTION SERVICES	Film Permit Refund (Sonic 3/14/2018)	216324		500.00
100-2121	PACIFIC PRODUCTION SERVICES	Sheriff's Dept Srvcs Refund (Sonic 3/14/2018)	216324		567.47
Vendor T3809 - PACIFIC PRODUCTION SERVICES Total:					1,567.47
Vendor: 1197 - PAMELA ROMERO					
100-1605-7002	PAMELA ROMERO	CPR Stipend	1274		76.92
Vendor 1197 - PAMELA ROMERO Total:					76.92
Vendor: T3082 - PASADENA RUGBY FOOTBALL CLUB INC					
100-2120	PASADENA RUGBY FOOTBALL C...	Field Rent Deposit Refund	216325		100.00
Vendor T3082 - PASADENA RUGBY FOOTBALL CLUB INC Total:					100.00
Vendor: T4326 - PASILLAS BASEBALL LEAGUE					
100-2120	PASILLAS BASEBALL LEAGUE	Field Rent Deposit Refund	216326		250.00
Vendor T4326 - PASILLAS BASEBALL LEAGUE Total:					250.00
Vendor: T4387 - PICROW INC					
100-2120	PICROW INC	Film Permit Deposit Refund- WOTC-Modern Horizons 2	216327		500.00
Vendor T4387 - PICROW INC Total:					500.00
Vendor: 5166 - POOL & ELECTRICAL PRODUCTS INC					
100-1610-7617	POOL & ELECTRICAL PRODUCTS ..	Pool Chlorine	216328		111.27
100-1610-7617	POOL & ELECTRICAL PRODUCTS ..	Pool Chlorine	216328		97.36
100-1610-7617	POOL & ELECTRICAL PRODUCTS ..	Pool Chlorine	216328		139.09
100-1610-7617	POOL & ELECTRICAL PRODUCTS ..	Pool Chlorine	216328		8.46
100-1610-7617	POOL & ELECTRICAL PRODUCTS ..	Pool Chlorine	216328		1,023.42
100-1610-7617	POOL & ELECTRICAL PRODUCTS ..	Pool Chlorine	216328		695.42
100-1610-7617	POOL & ELECTRICAL PRODUCTS ..	Chlorine Bottle/Shell Deposit Return	216328		-336.00
100-1610-7617	POOL & ELECTRICAL PRODUCTS ..	Pool Chlorine	216328		788.71
100-1610-7617	POOL & ELECTRICAL PRODUCTS ..	Pool Chemicals	216328		233.34
Vendor 5166 - POOL & ELECTRICAL PRODUCTS INC Total:					2,761.07
Vendor: 2466 - POST ALARM SYSTEMS					
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Alarm Monitoring 7/1/21 - 7/31/21	1271		87.56
Vendor 2466 - POST ALARM SYSTEMS Total:					87.56
Vendor: 0768 - RALPHS GROCERY COMPANY					
100-1605-7733	RALPHS GROCERY COMPANY	SC Duarte 66er's Softball Game Supplies	216329		48.13
Vendor 0768 - RALPHS GROCERY COMPANY Total:					48.13
Vendor: 0186 - RANCHO DUARTE FLORIST					
100-1605-7691	RANCHO DUARTE FLORIST	Jennifer Luna Nguyen Flowers	216330		75.00
Vendor 0186 - RANCHO DUARTE FLORIST Total:					75.00
Vendor: 3855 - REBECCA RAMIREZ					
100-1205-7779	REBECCA RAMIREZ	WIN Stipend	216263	202203-WIN-Summer At Risk In...	250.00
Vendor 3855 - REBECCA RAMIREZ Total:					250.00
Vendor: 5837 - RELATION INSURANCE SERVICES					
100-1605-7728	RELATION INSURANCE SERVICES	AmeriCorps Health Insurance 7/2021	1272	202107-Duarte's Promise-Expe...	1,455.92
Vendor 5837 - RELATION INSURANCE SERVICES Total:					1,455.92
Vendor: 0904 - RKA CONSULTING GROUP					
100-1405-7965	RKA CONSULTING GROUP	ATP Cycle 4 Engineering Srvcs 11/2020	216331	202118-ATP Cycle 4-Professiona..	230.00

Council Warrant Register by Vendor

Payment Dates: 06/24/2021 - 07/14/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1405-7969	RKA CONSULTING GROUP	Engineering Consulting 5/2021	216331		240.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 5/2021	216331		2,640.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 5/2021	216331		2,720.00
100-1405-7967	RKA CONSULTING GROUP	Public Works Inspections 5/2021	216331		1,640.00
100-1405-7969	RKA CONSULTING GROUP	FY22 LLD Engineering Srvcs 5/2021	216331		1,757.50
100-1405-7967	RKA CONSULTING GROUP	COH Public Works Inspections 5/2021	216331		720.00
100-1405-7965	RKA CONSULTING GROUP	ATP Cycle 4 Engineering Srvcs 5/2021	216331	202118-ATP Cycle 4-Professiona..	460.00
100-1405-7965	RKA CONSULTING GROUP	Catch Basin CPS Retro Project 5/2021	216331	202031-ARS & CPS Catch Basin ...	80.00
Vendor 0904 - RKA CONSULTING GROUP Total:					10,487.50
Vendor: 5941 - ROCKETOLOGY LLC					
100-1605-7740	ROCKETOLOGY LLC	Summer Day Camp Event 7/21/21	1273		269.00
Vendor 5941 - ROCKETOLOGY LLC Total:					269.00
Vendor: 0196 - RUTAN & TUCKER LLP					
100-1015-7686	RUTAN & TUCKER LLP	DOF Litigation 4/2021	1276		264.00
100-1015-7686	RUTAN & TUCKER LLP	NPDES Litigation 5/2021	1276		8,856.00
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 5/2021	1276		9,368.29
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 6/2021	1276		6,275.00
100-1015-7686	RUTAN & TUCKER LLP	General City Litigation 6/2021	1276		466.25
100-1015-7686	RUTAN & TUCKER LLP	NPDES Litigation 6/2021	1276		1,659.42
Vendor 0196 - RUTAN & TUCKER LLP Total:					26,888.96
Vendor: 3148 - S & S WORLDWIDE					
100-1605-7740	S & S WORLDWIDE	Summer Day Camp Supplies	216332		23.92
Vendor 3148 - S & S WORLDWIDE Total:					23.92
Vendor: 6261 - SABRINA SHI					
100-1205-7779	SABRINA SHI	WIN Stipend	216267	202203-WIN-Summer At Risk In...	250.00
Vendor 6261 - SABRINA SHI Total:					250.00
Vendor: 6014 - SAMANTHA MARTINEZ					
100-1205-7779	SAMANTHA MARTINEZ	WIN Stipend	216254	202203-WIN-Summer At Risk In...	250.00
Vendor 6014 - SAMANTHA MARTINEZ Total:					250.00
Vendor: 5263 - SAMUEL KANG					
100-1005-7648	SAMUEL KANG	Council Vehicle Allowance	1261		75.00
Vendor 5263 - SAMUEL KANG Total:					75.00
Vendor: 2699 - SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS					
100-1025-7696	SAN GABRIEL VALLEY COUNCIL ...	FY22 Annual Membership Dues	216333		13,127.87
100-1405-7965	SAN GABRIEL VALLEY COUNCIL ...	SGV Regional Vehicle Miles Traveled Program	216333		5,000.00
Vendor 2699 - SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS Total:					18,127.87
Vendor: 6241 - SARAH AVALOS					
100-1205-7779	SARAH AVALOS	WIN Stipend	216240	202203-WIN-Summer At Risk In...	250.00
Vendor 6241 - SARAH AVALOS Total:					250.00
Vendor: 2249 - SECRETARY OF STATE					
100-1405-7612	SECRETARY OF STATE	Cecilia Contreras Notary Exam/Appl Fee	216237		40.00
Vendor 2249 - SECRETARY OF STATE Total:					40.00
Vendor: 0206 - SIMON EQUIPMENT RENTALS					
100-1610-7652	SIMON EQUIPMENT RENTALS	Roto Tiller Rental (Park Sand)	216336		594.13
Vendor 0206 - SIMON EQUIPMENT RENTALS Total:					594.13
Vendor: 0209 - SMART & FINAL					
100-1605-7733	SMART & FINAL	SC Father's Day Delivery Supplies	1279		44.26

Council Warrant Register by Vendor

Payment Dates: 06/24/2021 - 07/14/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7740	SMART & FINAL	Summer Day Camp Supplies	1279		50.26
100-1605-7740	SMART & FINAL	Summer Day Camp Supplies	1279		86.79
100-1605-7735	SMART & FINAL	July 3rd Event Supplies	1279		72.67
100-1605-7758	SMART & FINAL	July 3rd Event Supplies	1279		165.17
Vendor 0209 - SMART & FINAL Total:					419.15
Vendor: 6258 - SOPHIA RAMIREZ					
100-1205-7779	SOPHIA RAMIREZ	WIN Stipend	216264	202203-WIN-Summer At Risk In...	250.00
Vendor 6258 - SOPHIA RAMIREZ Total:					250.00
Vendor: 0529 - SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS					
100-1025-7699	SOUTHERN CALIFORNIA ASSOC...	FY22 Annual Dues	216338		2,420.00
Vendor 0529 - SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS Total:					2,420.00
Vendor: 5447 - SOUTHERN CALIFORNIA EDISON					
100-1020-7724	SOUTHERN CALIFORNIA EDISON	PO Parking Lot Lease 5/1/2021 - 7/31/2021	1233		2,173.00
Vendor 5447 - SOUTHERN CALIFORNIA EDISON Total:					2,173.00
Vendor: 2688 - STAPLES ADVANTAGE					
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	1280		6.37
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	1280		12.45
100-1605-7614	STAPLES ADVANTAGE	Labels	1280		21.95
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	1280		9.87
100-1010-7614	STAPLES ADVANTAGE	Office Supplies	1280		44.13
100-1605-7614	STAPLES ADVANTAGE	FC Register Tape	1280		10.24
100-1810-7614	STAPLES ADVANTAGE	Office Supplies	1280		3.81
100-1805-7614	STAPLES ADVANTAGE	Wall File/Document Shredder	1280		364.11
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	1280		59.88
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	1280		50.78
100-1605-7614	STAPLES ADVANTAGE	Flyer Holders	1280		50.60
100-1605-7614	STAPLES ADVANTAGE	Batteries	1280		44.85
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	1280		22.14
100-1605-7614	STAPLES ADVANTAGE	Secuirty Envelopes	1280		44.06
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	1280		121.63
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	1280		117.89
Vendor 2688 - STAPLES ADVANTAGE Total:					984.76
Vendor: 0083 - STEVE ESBENSHADE					
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	1252		435.00
Vendor 0083 - STEVE ESBENSHADE Total:					435.00
Vendor: 4595 - SUMMIT SUPPLY CORP OF COLORADO					
100-1610-7618	SUMMIT SUPPLY CORP OF COL...	Sport Park Supplies	216339		1,532.50
Vendor 4595 - SUMMIT SUPPLY CORP OF COLORADO Total:					1,532.50
Vendor: 5029 - THE TECHNOLOGY DEPOT INC					
100-1815-7830	THE TECHNOLOGY DEPOT INC	Telephone Cloud Connect 7/2021	1282		578.95
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 7/2021	1282		422.00
100-1815-7830	THE TECHNOLOGY DEPOT INC	SD Wan w/VELO Cloud Connect 7/2021	1282		567.60
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 7/2021	1282		553.00
Vendor 5029 - THE TECHNOLOGY DEPOT INC Total:					2,121.55
Vendor: 6260 - TKAYA SAMUELS					
100-1205-7779	TKAYA SAMUELS	WIN Stipend	216266	202203-WIN-Summer At Risk In...	250.00
Vendor 6260 - TKAYA SAMUELS Total:					250.00
Vendor: 6100 - TONEY LEWIS					
100-1005-7650	TONEY LEWIS	Council Vehicle Allowance	1264		75.00
Vendor 6100 - TONEY LEWIS Total:					75.00
Vendor: 0567 - TZEITEL PARAS-CARACCI					
100-1005-7646	TZEITEL PARAS-CARACCI	Council Vehicle Allowance	1270		75.00
Vendor 0567 - TZEITEL PARAS-CARACCI Total:					75.00

Council Warrant Register by Vendor

Payment Dates: 06/24/2021 - 07/14/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Vendor: 5194 - U.S. BANK PARS ACCOUNT #6746050100					
100-1825-7072	U.S. BANK PARS ACCOUNT #67...	Pension Rate Stabilization FY22 Payment	1287		38,800.00
Vendor 5194 - U.S. BANK PARS ACCOUNT #6746050100 Total:					38,800.00
Vendor: 4484 - U.S. BANK					
100-1205-7610	U.S. BANK	Meeting w/Liaison Sergeant Feidler (Spices Thai)	1286		26.90
100-1205-7610	U.S. BANK	Public Safety Team Meeting 6/16/21 (Raffi's)	1286		88.20
100-1205-7615	U.S. BANK	EOC Chest Rig Radio Holders (Amazon)	1286		62.82
100-1205-7615	U.S. BANK	(4) Tourniquet's (Amazon)	1286		123.44
100-1205-7615	U.S. BANK	EOC Mobile Data Router (CDW Govt)	1286		1,523.23
100-1205-7779	U.S. BANK	Hydration for Youth Summer Therapy Events (Target)	1286		55.97
100-1205-7779	U.S. BANK	DART Paint for Events (Amazon)	1286		28.48
100-1205-7779	U.S. BANK	DART Movie Trip 6/9/21 (AMC Online)	1286	201914-Youth Programs-Cal VIP	244.00
100-1205-7779	U.S. BANK	DART Event Raffle Prizes (Amazon)	1286		200.00
100-1205-7779	U.S. BANK	DART/A-Team Excursion/Event Supples (S & F)	1286		153.53
100-1205-7779	U.S. BANK	DART Paint Night 6/17/21 (Tropicana Mkt)	1286		87.89
100-1205-7779	U.S. BANK	DART Movie Popcorn 6/14/21 (AMC Santa Anita)	1286		52.74
100-1205-7779	U.S. BANK	DART Award Item (Target)	1286		307.64
100-1205-7779	U.S. BANK	DART Movie Popcorn 6/9/21 (AMC Covina)	1286		97.90
100-1205-7779	U.S. BANK	DART Movie Trip 6/14/21 (AMC Online)	1286		299.00
100-1205-7779	U.S. BANK	Senior Luncheon 6/21/21 (Old Spaghetti Factory)	1286		468.40
100-1205-7779	U.S. BANK	Youth Summer Therapy Supplies (Amazon)	1286		385.19
100-1205-7779	U.S. BANK	DART Trip 6/22/21 (Pacific Park)	1286	201914-Youth Programs-Cal VIP	360.00
100-1205-7780	U.S. BANK	Rabies Clinic Ice (7-Eleven)	1286		6.60
100-1205-7780	U.S. BANK	Rabies Clinic Coffee (Starbucks)	1286		35.90
100-1205-7780	U.S. BANK	Rabies Clinic Volunteer Food (Merengue Bakery)	1286		33.63
100-1205-7780	U.S. BANK	Rabies Clinic Volunteer Food (Tropicana Mkt)	1286		113.98
100-1205-7780	U.S. BANK	Rabies Clinic Volunteer Snacks (Smart & Final)	1286		40.46
100-1205-7980	U.S. BANK	Adobe Creative Cloud	1286		14.99
100-1405-7610	U.S. BANK	C Contreras (2) Bus Mgmt Workshop (CCAC)	1236		100.00
100-1405-7612	U.S. BANK	Lg Data File Transfer (Hightail)	1236		15.99
100-1405-7614	U.S. BANK	Standing Desk (Amazon)	1236		187.41
100-1405-7614	U.S. BANK	MacBook Cover (Amazon)	1236		30.84
100-1405-7614	U.S. BANK	Standing Desk (Amazon)	1236		205.05
100-1405-7614	U.S. BANK	Laptop Stand (Amazon)	1236		35.26
100-1410-7614	U.S. BANK	Desk Mat (Amazon)	1236		33.50
100-1410-7980	U.S. BANK	Field Services Supplies (Amazon)	1236		985.14
100-1410-7980	U.S. BANK	(5) Rakes (Amazon)	1236		200.60
100-1410-8030	U.S. BANK	Fall Protection Lanyard (Amazon)	1236		37.67
100-1010-7980	U.S. BANK	DoorDash Monthly Delivery Charge	1285		9.99

Council Warrant Register by Vendor

Payment Dates: 06/24/2021 - 07/14/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1010-7980	U.S. BANK	Closed Session Mtgg 6/8/21 (DoorDash)	1285		25.94
100-1010-7980	U.S. BANK	Closed Session Mtgg 6/8/21 (Fire Wood Pizza)	1285		27.53
100-1010-7980	U.S. BANK	Closed Session Mtgg 5/25/21 (GrubHub)	1285		41.01
100-1010-7980	U.S. BANK	NSG River Working Group Lunches (Panera Bread)	1285		113.91
100-1010-7980	U.S. BANK	Closed Session Mtgg 6/8/21 (GrubHub)	1285		18.78
100-1010-7980	U.S. BANK	Closed Session Mtgg 5/25/21 (DoorDash)	1285		89.96
100-1020-7712	U.S. BANK	Spotify	1285		9.99
100-1020-7712	U.S. BANK	Hootsuite 6/2/2021 - 7/1/2021	1285		75.00
100-1010-7980	U.S. BANK	Paras-Caracci Closed Session 5/25/21 (UberEats)	1237		33.79
100-1020-7726	U.S. BANK	Adobe Creative Cloud	1237		34.99
100-1405-7612	U.S. BANK	Adobe Creative Cloud	1237		101.94
100-1605-7733	U.S. BANK	Netflix-Senior Ctr 6/6/21 - 7/5/21	1237		8.81
100-1605-7735	U.S. BANK	Netflix-Teen Ctr 6/12/21 - 7/11/21	1237		13.99
100-1805-7610	U.S. BANK	Staff Mtg Food 6/10/2021 (T Burgers)	1237		52.79
100-1805-7610	U.S. BANK	Kristen Petersen JPIA Audit Mtg 6/9/21 (Goldstein)	1237		15.60
100-1805-7614	U.S. BANK	Hand Sanitizer (Amazon)	1237		44.09
100-1805-7980	U.S. BANK	Microsoft 365 5/27/21 - 6/26/21	1237		12.00
100-1810-7610	U.S. BANK	Kristen Petersen HR Annual Training Conf 11/2021	1237		720.00
100-1810-7612	U.S. BANK	Kristen Petersen CalPELRA Annual Membership	1237		370.00
100-1810-7614	U.S. BANK	Mailboxes-Confidential Self Certification Forms	1237		138.74
100-1815-7632	U.S. BANK	Adobe Creative Cloud	1237		314.91
100-1815-7632	U.S. BANK	Finance Webinar 6/7/21 - 7/6/21	1237		80.00
100-1815-7632	U.S. BANK	HR/Michelle-Adobe AcroPro	1237		14.99
100-1815-7830	U.S. BANK	Vonage-SC Elevator 911	1237		24.11
100-1020-7719	U.S. BANK	Reyna Diaz Older American Recognition (Young's)	1238		81.00
100-1205-7779	U.S. BANK	WIN Program TAP Cards (City of Duarte)	1238		160.00
100-1605-7614	U.S. BANK	Hangers (Target)	1238		28.25
100-1605-7693	U.S. BANK	MYC Meeting/Dinner 6/7/21 (Fire Wood Pizza)	1238		55.09
100-1605-7730	U.S. BANK	Pool Inflatables (Walmart)	1238		233.71
100-1605-7733	U.S. BANK	Peggy Diamond Retirement (Nothing Bundt Cakes)	1238		36.00
100-1605-7733	U.S. BANK	SC Bingo Sheets (Amazon)	1238		89.20
100-1605-7733	U.S. BANK	Peggy Diamond Retirement Supplies (Various)	1238		48.38
100-1605-7733	U.S. BANK	Peggy Diamond SC Softball Jersey (J&J Sports)	1238		38.59
100-1605-7733	U.S. BANK	Peggy Diamond Retirement (Party City)	1238		39.66
100-1605-7733	U.S. BANK	SC Softball Opening Day Lunch (Subway)	1238		349.50
100-1605-7733	U.S. BANK	Graphics (Silhouette Design Store)	1238		4.95
100-1605-7735	U.S. BANK	Bean Bag Toss Game (Amazon)	1238		197.36
100-1605-7735	U.S. BANK	July 3rd Event Supplies (Oriental Trading Co)	1238		637.19

Council Warrant Register by Vendor

Payment Dates: 06/24/2021 - 07/14/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7735	U.S. BANK	Teen Ctr Staff Shirt (Amazon)	1238		11.01
100-1605-7735	U.S. BANK	Giant Jenga Game (Amazon)	1238		152.69
100-1605-7735	U.S. BANK	Flag Face Masks (Amazon)	1238		98.19
100-1605-7735	U.S. BANK	TC July 4th Event (Oriental Trading Co)	1238		298.53
100-1605-7735	U.S. BANK	TC July 4th Event (Virginia Toy & Novelty)	1238		322.00
100-1605-7740	U.S. BANK	Summer Day Camp Supplies (Amazon)	1238		67.64
100-1605-7758	U.S. BANK	July 3rd Inflatables (Party Pronto)	1238		616.00
100-1605-7758	U.S. BANK	July 3rd Giant Game (Amazon)	1238		186.32
100-1605-7758	U.S. BANK	Dep-Portable Toilet Rental 7/3 (Eagle Portables)	1238		1,585.00
100-1605-7758	U.S. BANK	July 3rd Event Rope (SGT Knots Supply Co)	1238		128.85
100-1605-7758	U.S. BANK	July 3rd Event Supplies (Amazon)	1238		76.57
100-1605-7758	U.S. BANK	July 3rd Event Spray Paint (U Stencil)	1238		67.47
100-1605-7980	U.S. BANK	Interview Panel Lunch 6/2/21 (DoorDash)	1238		68.78
100-1610-7618	U.S. BANK	Pool Chemical Test Tablets (SCP Distributors)	1238		393.55
100-1610-7618	U.S. BANK	(5) Sign Holders (Amazon)	1238		374.85
100-1610-7618	U.S. BANK	Bike Repair Staiton Parts (Dero Bike Racks)	1238		233.76
100-1010-7612	U.S. BANK	Victoria Rocha CAPIO Membership	1285		275.00
100-1010-7612	U.S. BANK	Daniel Jordan CCMF Membership	1285		400.00
100-1825-7688	U.S. BANK	Oil Container Labels (Curo Print)	1285	202201-Exp-Used Oil Grant-OP...	413.44
100-1825-7688	U.S. BANK	Used Oil Ad Layout-July & Aug 2021 (Chamber)	1285	202201-Exp-Used Oil Grant-OP...	75.00
100-1825-7688	U.S. BANK	Used Oil Ad-July & Aug 2021 (Duarte Chamber)	1285	202201-Exp-Used Oil Grant-OP...	250.00
Vendor 4484 - U.S. BANK Total:					17,128.74
Vendor: 6244 - VICTOR BARAJAS					
100-1205-7779	VICTOR BARAJAS	WIN Stipend	216243	202203-WIN-Summer At Risk In...	250.00
Vendor 6244 - VICTOR BARAJAS Total:					250.00
Vendor: 6242 - VICTORIA AVISO					
100-1205-7779	VICTORIA AVISO	WIN Stipend	216241	202203-WIN-Summer At Risk In...	250.00
Vendor 6242 - VICTORIA AVISO Total:					250.00
Vendor: 6259 - VICTORIA RAMIREZ					
100-1205-7779	VICTORIA RAMIREZ	WIN Stipend	216265	202203-WIN-Summer At Risk In...	250.00
Vendor 6259 - VICTORIA RAMIREZ Total:					250.00
Vendor: 6196 - VINH TRUONG					
100-1005-7643	VINH TRUONG	Council Vehicle Allowance	1284		75.00
Vendor 6196 - VINH TRUONG Total:					75.00
Vendor: 0237 - WAXIE SANITARY SUPPLY					
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	1290		206.70
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	1290		920.01
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	1290		644.39
Vendor 0237 - WAXIE SANITARY SUPPLY Total:					1,771.10
Vendor: 5992 - WESTERN EXTERMINATOR COMPANY					
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Cmty Ctr 5/2021	216341		60.00
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-City Hall 5/2021	216341		60.00

Council Warrant Register by Vendor

Payment Dates: 06/24/2021 - 07/14/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Fitness Ctr 5/2021	216341		60.00
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Senior Ctr 5/2021	216341		60.00
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Teen Ctr 5/2021	216341		60.00
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Cmty Ctr 6/2021	216341		60.00
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-City Hall 6/2021	216341		60.00
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Fitness Ctr 6/2021	216341		60.00
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Senior Ctr 6/2021	216341		60.00
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Teen Ctr 6/2021	216341		60.00
Vendor 5992 - WESTERN EXTERMINATOR COMPANY Total:					600.00
Vendor: 4797 - WEX BANK					
100-1410-7650	WEX BANK	Fuel-CNG 5/1/21 - 5/31/21	EFT11718		30.17
100-1410-7650	WEX BANK	Fuel-Cmty Develop 5/1/21 - 5/31/21	EFT11718		56.18
Vendor 4797 - WEX BANK Total:					86.35
Fund 100 - GENERAL FUND Total:					1,339,559.90
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 1570 - A1 MAINTENANCE SERVICES CA					
240-2426-7810	A1 MAINTENANCE SERVICES CA	Grocery Outlet Center Sweeping 6/2021	216274		784.00
Vendor 1570 - A1 MAINTENANCE SERVICES CA Total:					784.00
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
240-2435-7918	BRIGHTVIEW LANDSCAPE SERVI...	Brush Clearance-Ridgecest	216281		8,360.05
240-2435-7920	BRIGHTVIEW LANDSCAPE SERVI...	Ridgecrest Debris Basin Clean-up	216281		3,258.01
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					11,618.06
Vendor: 6220 - CALTROL INC					
240-2430-7887	CALTROL INC	Mesa Gas Lamp Plumbing	1247		5,031.88
Vendor 6220 - CALTROL INC Total:					5,031.88
Vendor: 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/WTS & MEASURES					
240-2410-7663	COUNTY OF LOS ANGELES AGRI...	Turf Medians Gopher Control 5/2021	216290		224.25
Vendor 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/WTS & MEASURES Total:					224.25
Vendor: 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
240-2405-7890	COUNTY OF LOS ANGELES DEP...	KITS Traffic Signal Monitoring 5/2021	216291		142.22
240-2405-7890	COUNTY OF LOS ANGELES DEP...	Traffic Signal Maint/Repairs 5/2021	216291		3,709.55
Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:					3,851.77
Vendor: 5798 - DUNWRIGHT PAINTING & COATINGS					
240-2405-7662	DUNWRIGHT PAINTING & COAT...	Light Pole Painting-Oak St Bridge	1232		425.00
240-2434-7887	DUNWRIGHT PAINTING & COAT...	Light Pole Painting-Citrus Villas LLD	1232		462.00
240-2433-7887	DUNWRIGHT PAINTING & COAT...	Light Pole Painting-Buena Vista Villas LLD	1232		3,696.00
Vendor 5798 - DUNWRIGHT PAINTING & COATINGS Total:					4,583.00
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
240-2410-7888	HOME DEPOT CREDIT SERVICES	Railroad Tie Repair-Royal Oaks Park	EFT11735		299.38
Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:					299.38

Council Warrant Register by Vendor

Payment Dates: 06/24/2021 - 07/14/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Vendor: 4142 - RUDY'S PLUMBING INC					
240-2410-7662	RUDY'S PLUMBING INC	Backflow Repair-Duarte Park	1275		22.87
240-2432-7887	RUDY'S PLUMBING INC	Backflow Repair-Las Posadas LLD	1275		630.45
Vendor 4142 - RUDY'S PLUMBING INC Total:					653.32
Vendor: 0205 - SIEMENS INDUSTRY INC					
240-2405-7890	SIEMENS INDUSTRY INC	Traffic Signal Repairs	1278		912.30
Vendor 0205 - SIEMENS INDUSTRY INC Total:					912.30
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					27,957.96
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
290-2905-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff's Contract 5/2021	1265		13,000.00
290-2905-7785	LOS ANGELES COUNTY SHERIFF'...	Santa's Sleigh Ride Event 12/2020	1265		2,398.55
290-2905-7785	LOS ANGELES COUNTY SHERIFF'...	COVID Clinics 2/2021	1265		1,660.54
290-2905-7785	LOS ANGELES COUNTY SHERIFF'...	COVID Clinics 3/2021	1265		6,872.79
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					23,931.88
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					23,931.88
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
Vendor: 6189 - ENTERPRISE FM TRUST					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease/Maint 6/1/21 - EFT11713 6/30/21			527.38
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease/Maint 6/1/21 - EFT11713 6/30/21			540.93
Vendor 6189 - ENTERPRISE FM TRUST Total:					1,068.31
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					1,068.31
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 0903 - CITY OF MONROVIA					
440-4405-7650	CITY OF MONROVIA	Fuel-Transportation Dept 5/2021	216320		223.83
Vendor 0903 - CITY OF MONROVIA Total:					223.83
Fund 440 - PROPOSITION A TRANSIT FUND Total:					223.83
Fund: 470 - MEASURE R LR TRANSIT FUND					
Vendor: 4684 - GENTRY BROTHERS INC					
470-2127	GENTRY BROTHERS INC	Retention	216305	202101-Retention-2021 Street ...	-1,810.00
470-4705-8100	GENTRY BROTHERS INC	FY20-21 Street Rehabilitation Project	216305	202101-Other Cap Improv-2021...	36,200.00
Vendor 4684 - GENTRY BROTHERS INC Total:					34,390.00
Fund 470 - MEASURE R LR TRANSIT FUND Total:					34,390.00
Fund: 490 - MEASURE W (WATER/STORMWATER)					
Vendor: 6184 - BEST BEST & KRIEGER LLP					
490-4905-7980	BEST BEST & KRIEGER LLP	NPDES Federal Lobbying Services 1242 7/2020			1,161.54
490-4905-7980	BEST BEST & KRIEGER LLP	NPDES Federal Lobbying Services 1242 8/2020			1,161.54
490-4905-7980	BEST BEST & KRIEGER LLP	NPDES Federal Lobbying Services 1242 9/2020			1,161.54
490-4905-7980	BEST BEST & KRIEGER LLP	NPDES Federal Lobbying Services 1242 10/2020			1,161.54
490-4905-7980	BEST BEST & KRIEGER LLP	NPDES Federal Lobbying Services 1242 11/2020			1,161.54
490-4905-7980	BEST BEST & KRIEGER LLP	NPDES Federal Lobbying Services 1242 12/2020			1,161.54
490-4905-7980	BEST BEST & KRIEGER LLP	NPDES Federal Lobbying Services 1242 1/2021			1,161.54
490-4905-7980	BEST BEST & KRIEGER LLP	NPDES Federal Lobbying Services 1242 2/2021			1,161.54
490-4905-7980	BEST BEST & KRIEGER LLP	NPDES Federal Lobbying Services 1242 3/2021			1,161.54

Council Warrant Register by Vendor

Payment Dates: 06/24/2021 - 07/14/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
490-4905-7980	BEST BEST & KRIEGER LLP	NPDES Federal Lobbying Services	1242		1,161.54
		4/2021			
490-4905-7980	BEST BEST & KRIEGER LLP	NPDES Federal Lobbying Services	1242		1,161.54
		5/2021			
Vendor 6184 - BEST BEST & KRIEGER LLP Total:					12,776.94
Vendor: 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
490-4905-7980	COUNTY OF LOS ANGELES DEP...	Catch Basin Inspection/Cleaning	216291		6,091.18
		(2734 Hunt Dr)			
Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:					6,091.18
Fund 490 - MEASURE W (WATER/STORMWATER) Total:					18,868.12
Fund: 520 - TOWN CENTER DEBT SERVICE FUND					
Vendor: 1035 - US BANK NATIONAL ASSOCIATION					
520-1100	US BANK NATIONAL ASSOCIATI...	COPS 2013 Payment 8/1/2021	1289		-0.35
		(Cash on Hand)			
520-5205-8340	US BANK NATIONAL ASSOCIATI...	COPS 2013 Payment 8/1/2021	1289		73,283.26
		(Principal)			
520-5205-8350	US BANK NATIONAL ASSOCIATI...	COPS 2013 Payment 8/1/2021	1289		2,231.77
		(Interest)			
Vendor 1035 - US BANK NATIONAL ASSOCIATION Total:					75,514.68
Fund 520 - TOWN CENTER DEBT SERVICE FUND Total:					75,514.68
Fund: 680 - Duarte Housing Authority					
Vendor: 6175 - HARRIS & ASSOCIATES					
680-6805-7965	HARRIS & ASSOCIATES	SB2 Rehab Program	1259	202029-Prof. Svc-Housing Reha...	8,540.00
		Development 1/3/21 - 5/29/21			
Vendor 6175 - HARRIS & ASSOCIATES Total:					8,540.00
Vendor: 6183 - SAN GABRIEL VALLEY REGIONAL HOUSING TRUST					
680-6805-7980	SAN GABRIEL VALLEY REGIONAL...	FY22 SGV Regional Housing Trust	216334		5,045.00
		Membership			
Vendor 6183 - SAN GABRIEL VALLEY REGIONAL HOUSING TRUST Total:					5,045.00
Vendor: 4484 - U.S. BANK					
680-6805-7980	U.S. BANK	Housing Element Survey (Survey	1236		384.00
		Monkey)			
Vendor 4484 - U.S. BANK Total:					384.00
Fund 680 - Duarte Housing Authority Total:					13,969.00
Grand Total:					1,535,483.68

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	1,339,559.90
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	27,957.96
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	23,931.88
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	1,068.31
440 - PROPOSITION A TRANSIT FUND	223.83
470 - MEASURE R LR TRANSIT FUND	34,390.00
490 - MEASURE W (WATER/STORMWATER)	18,868.12
520 - TOWN CENTER DEBT SERVICE FUND	75,514.68
680 - Duarte Housing Authority	13,969.00
Grand Total:	1,535,483.68

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7642	Travel & Exp - Finlay	75.00
100-1005-7643	Travel & Exp - Truong	75.00
100-1005-7644	Travel & Exp - Schulz	75.00
100-1005-7646	Travel & Exp - Paras	75.00
100-1005-7648	Travel & Exp - Kang	75.00
100-1005-7649	Travel & Exp - Urias	309.28
100-1005-7650	Travel & Exp - Lewis	75.00
100-1010-7612	Publications and Dues	675.00
100-1010-7614	Office Supplies	44.13
100-1010-7965	Professional Services	21,500.00
100-1010-7980	Other Expenses	818.40
100-1015-7680	City Attorney Legal	15,643.29
100-1015-7682	Labor Counsel Legal	4,482.50
100-1015-7686	Other Legal Services	11,245.67
100-1020-7710	Chamber Of Commerce	36,650.00
100-1020-7712	Community Information (...)	84.99
100-1020-7716	Special Community Events	8,282.76
100-1020-7718	City Newsletter	1,352.77
100-1020-7719	Volunteer Recognition	81.00
100-1020-7724	Post Office Parking	2,437.00
100-1020-7726	Council Cablecasting	3,334.99
100-1025-7696	SGV Council Of Governmnt	13,127.87
100-1025-7699	League Of Calif Cities	3,533.00
100-1025-7703	Contract Cities Assoc	3,600.00
100-1025-7705	LAFCO Membership	583.82
100-1205-7610	Travel, Mtgs & Conf	115.10
100-1205-7612	Publications and Dues	480.00
100-1205-7614	Office Supplies	18.82
100-1205-7615	Emergency Supplies	5,378.94
100-1205-7650	Vehicle Maintenance	929.11
100-1205-7760	Homeless Outreach Progr...	9,741.60
100-1205-7761	Parking Ticket Collect	4,265.18
100-1205-7779	Youth Programs	13,004.97
100-1205-7780	Animal Control	230.57
100-1205-7781	Contract Law Enforcement	375,905.72
100-1205-7787	Public Safety Cntr Lease	12,431.28
100-1205-7823	Code/Animal Control Data...	8,294.54
100-1205-7980	Other Expenses	6,499.00
100-1211	Computer Loan Program	1,270.68
100-1405-7610	Travel, Mtgs & Conf	100.00
100-1405-7612	Publications and Dues	157.93
100-1405-7614	Office Supplies	569.22
100-1405-7800	Building Department Serv...	514.00
100-1405-7801	Industrial Waste Inspecti...	593.65

Account Summary

Account Number	Account Name	Payment Amount
100-1405-7965	Professional Services	10,905.00
100-1405-7967	Public Works Inspections	16,130.00
100-1405-7969	City Engineer	7,357.50
100-1410-7614	Office Supplies	33.50
100-1410-7650	Vehicle Maintenance	939.39
100-1410-7810	Street Sweeping	122.00
100-1410-7815	Brush Clearance	13,646.00
100-1410-7980	Other Expenses	1,185.74
100-1410-8030	Other Equipment (Capital)	37.67
100-1605-7002	Regular Salaries	76.92
100-1605-7614	Office Supplies	252.32
100-1605-7650	Vehicle Maintenance	105.71
100-1605-7691	Parks & Rec Commission	75.00
100-1605-7693	Youth Council	55.09
100-1605-7728	Americorp's VIP Program	2,455.92
100-1605-7730	Special Events	713.05
100-1605-7733	Senior Center	2,191.32
100-1605-7735	Teen Center	1,820.39
100-1605-7739	Publicity	2,799.31
100-1605-7740	Day Camps	917.45
100-1605-7745	Boxing Program	71.48
100-1605-7758	Independence Day Celebr...	20,940.75
100-1605-7980	Other Expenses	68.78
100-1610-7616	Pool Supplies	3,121.56
100-1610-7617	Pool Chemicals	2,761.07
100-1610-7618	Building Supplies	8,002.08
100-1610-7636	Uniforms	63.26
100-1610-7650	Vehicle Maintenance	875.57
100-1610-7652	Building Maint Services	4,064.39
100-1610-8100	Other Capital Improvemnts	14,476.14
100-1805-7610	Travel, Mtgs & Conf	68.39
100-1805-7614	Office Supplies	551.97
100-1805-7965	Professional Services	300.00
100-1805-7980	Other Expenses	12.00
100-1810-7610	Travel, Mtgs & Conf	720.00
100-1810-7612	Publications and Dues	370.00
100-1810-7614	Office Supplies	142.55
100-1810-7980	Other Expenses	100.00
100-1815-7630	Equipment Lease	1,015.63
100-1815-7631	Equipment Maintenance	494.50
100-1815-7632	Software Maintenance	2,582.85
100-1815-7821	Personal Computer Suppo...	553.00
100-1815-7830	Telephones	2,932.76
100-1815-7965	Professional Services	8,700.00
100-1815-7980	Other Expenses	4,116.55
100-1820-7772	Liability Coverage	218,343.00
100-1820-7773	Worker's Comp Coverage	219,739.00
100-1820-7775	Property Coverage	67,459.00
100-1820-7776	Faithful Performance Bond	1,080.00
100-1825-7072	Pension Rate Stabilization...	38,800.00
100-1825-7613	Duplications And Photos	127.76
100-1825-7630	Equipment Lease	1,277.90
100-1825-7631	Equipment Maintenance	448.36
100-1825-7674	Retiree Health Insurance	3,525.00
100-1825-7688	Oil Recycling Grant	3,460.64
100-1830-8100	Vehicle Replacement (Cap...	5,335.43
100-2120	Refundable Deposits	13,550.00
100-2121	Pass Through Deposits	58,317.47

Account Summary

Account Number	Account Name	Payment Amount
100-2126	Construction and Demolit...	500.00
100-4302	Parking Citations	60.00
100-5004	Other Revenue	-125.00
240-2405-7662	Other Serv-Citywide	425.00
240-2405-7890	Repairs-Traffic Signal	4,764.07
240-2410-7662	Other Serv-Citywide	22.87
240-2410-7663	Other Serv-Medians	224.25
240-2410-7888	Repairs-Citywide	299.38
240-2426-7810	Street Sweeping	784.00
240-2430-7887	Repairs & Replacements	5,031.88
240-2432-7887	Repairs & Replacements	630.45
240-2433-7887	Repairs & Replacements	3,696.00
240-2434-7887	Repairs & Replacements	462.00
240-2435-7918	Fuel Modification	8,360.05
240-2435-7920	Debris Basin/Storm Drain ...	3,258.01
290-2905-7781	Contract Law Enforcement	13,000.00
290-2905-7785	Special Events Patrol	10,931.88
320-3205-8013	Vehicles (Capital)	1,068.31
440-4405-7650	Vehicle Maintenance	223.83
470-2127	Retention Payable	-1,810.00
470-4705-8100	Other Capital Improvemnts	36,200.00
490-4905-7980	Other Expenses	18,868.12
520-1100	Cash/Invest- Fiscal Agent	-0.35
520-5205-8340	Principal Payments	73,283.26
520-5205-8350	Interest Expense	2,231.77
680-6805-7965	Professional Services	8,540.00
680-6805-7980	Other Expenses	5,429.00
Grand Total:		1,535,483.68

Project Account Summary

Project Account Key	Payment Amount
None	1,449,372.76
201914-Youth Programs-Cal VIP	984.76
202029-Prof. Svc-Housing Rehab-Harris & Assoc.	8,540.00
202031-ARS & CPS Catch Basin Screen Install Design	80.00
202101-Other Cap Improv-2021 Street Rehab Proj	36,200.00
202101-Retention-2021 Street Rehab Project	-1,810.00
202103-Used Oil Grant Exp-OPP10-19-0016	1,275.22
202107-Duarte's Promise-Expense	2,455.92
202115-Outreach-Homeless Services Grant-(SGVCOG)	9,741.60
202117-COH Exps-Charles Abbott Contract Planner	2,475.00
202118-ATP Cycle 4-Professional Svcs	690.00
202119-Tobacco Grant SRO/Deputy-DOJ	14,293.00
202201-Exp-Used Oil Grant-OPP11-20-0016	2,185.42
202203-WIN-Summer At Risk Intern Program	9,000.00
Grand Total:	1,535,483.68



City of Duarte

Council Warrant Register by Account By Fund

Payment Dates 06/24/2021 - 07/14/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-1405-7965	RKA CONSULTING GROUP	ATP Cycle 4 Engineering Svcs 11/2020	216331	202118-ATP Cycle 4-Professiona..	230.00
100-1405-7965	KHR ASSOCIATES	Town Ctr PS&E (PO #21-0034)	1262		2,510.00
100-1010-7965	MANAGEMENT PARTNERS	City Council Workshop Facilitation	216317		6,000.00
100-1010-7965	MANAGEMENT PARTNERS	City Council Workshop Facilitation	216317		5,500.00
100-1020-7724	SOUTHERN CALIFORNIA EDISON	PO Parking Lot Lease 5/1/2021 - 7/31/2021	1233		2,173.00
100-1020-7724	DUNWRIGHT PAINTING & COAT...	Light Pole Painting-Post Office Parking Lot	1232		264.00
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Svcs-Cmty Ctr 5/2021	216341		60.00
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Svcs-City Hall 5/2021	216341		60.00
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Svcs-Fitness Ctr 5/2021	216341		60.00
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Svcs-Senior Ctr 5/2021	216341		60.00
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Svcs-Teen Ctr 5/2021	216341		60.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Supplies/Repairs	EFT11735		69.35
100-1605-7002	PAMELA ROMERO	CPR Stipend	1274		76.92
100-1820-7772	CALIFORNIA JOINT POWERS IN...	FY22 Liability Program (Retro Adjustment)	1246		205.00
100-1820-7772	CALIFORNIA JOINT POWERS IN...	FY22 Liability Program	1246		218,138.00
100-1820-7773	CALIFORNIA JOINT POWERS IN...	FY22 Workers Compensation Program	1246		228,815.00
100-1820-7773	CALIFORNIA JOINT POWERS IN...	FY22 Workers Comp (Retro Adjustment)	1246		-9,076.00
100-1205-7615	HOME DEPOT CREDIT SERVICES	EOC Trailer Hitch & Ball	EFT11735		50.05
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Supplies/Repairs	EFT11735		42.13
100-1610-7652	SIMON EQUIPMENT RENTALS	Roto Tiller Rental (Park Sand)	216336		594.13
100-1605-7740	MAGIC JUMP RENTALS INC	Summer Day Camp Water Slide Rental	216316		398.90
100-1820-7776	ALLIANT INSURANCE SERVICES ...	FY22 Crime Insurance	216277		1,080.00
100-1405-7965	CHARLES ABBOTT ASSOCIATES ...	Contract Planner 5/2021	1249	202117-COH Exps-Charles Abbo...	2,475.00
100-1205-7760	BURRTEC WASTE INDUSTRIES I...	Irwindale Riverbed Cleanup 5/10/2021	216282	202115-Outreach-Homeless Ser...	2,886.58
100-1610-7618	HOME DEPOT CREDIT SERVICES	Town Ctr Paint/Supplies	EFT11735		221.33
100-1815-7830	THE TECHNOLOGY DEPOT INC	Telephone Cloud Connect 7/2021	1282		578.95
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 7/2021	1282		422.00
100-1815-7830	THE TECHNOLOGY DEPOT INC	SD Wan w/VELO Cloud Connect 7/2021	1282		567.60
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 7/2021	1282		553.00
100-1605-7740	ROCKETOLOGY LLC	Summer Day Camp Event 7/21/21	1273		269.00
100-1025-7699	SOUTHERN CALIFORNIA ASSOC...	FY22 Annual Dues	216338		2,420.00
100-1025-7696	SAN GABRIEL VALLEY COUNCIL ...	FY22 Annual Membership Dues	216333		13,127.87
100-1020-7718	CURO MANAGED PRINT PRODU...	City Newsletter Printing	216295		1,352.77
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 6/1/21 - 6/30/21	EFT11713		672.45

Council Warrant Register by Account

Payment Dates: 06/24/2021 - 07/14/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 6/1/21 - 6/30/21	EFT11713		591.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 6/1/21 - 6/30/21	EFT11713		574.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 6/1/21 - 6/30/21	EFT11713		563.27
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 100 Lease/Maint 6/1/21 - 6/30/21	EFT11713		551.46
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 6/1/21 - 6/30/21	EFT11713		486.38
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 6/1/21 - 6/30/21	EFT11713		445.61
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 6/1/21 - 6/30/21	EFT11713		433.48
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 6/1/21 - 6/30/21	EFT11713		431.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 6/1/21 - 6/30/21	EFT11713		584.85
100-1605-7730	CURO MANAGED PRINT PRODU...	5k Signage	216295		479.34
100-1610-7652	ALBERTOS PLUMBING	Encanto Park Plumbing Repair	216276		120.00
100-1605-7740	S & S WORLDWIDE	Summer Day Camp Supplies	216332		23.92
100-1405-7967	ARDURRA GROUP INC	PW Inspections-COH Village Rd North 5/2021	1241		135.00
100-1405-7967	ARDURRA GROUP INC	PW Inspections-COH Village Rd Signal 5/2021	1241		1,080.00
100-1405-7967	ARDURRA GROUP INC	PW Inspections-City of Hope 5/2021	1241		1,890.00
100-1405-7967	ARDURRA GROUP INC	PW Inpsections-COH Pkg Lot G Exp 5/2021	1241		3,510.00
100-1405-7967	ARDURRA GROUP INC	PW Inspection-Esperanza Apts 5/2021	1241		7,155.00
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Alarm Monitoring 7/1/21 - 7/31/21	1271		87.56
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	1290		206.70
100-1820-7775	CALIFORNIA JOINT POWERS IN...	Property Insurance 7/1/2021 - 7/1/2022	1245		67,459.00
100-1025-7699	LEAGUE OF CALIFORNIA CITIES	Los Angeles County Division Dues 7/1/21 - 6/30/22	216312		1,113.00
100-1205-7781	LOS ANGELES COUNTY SHERIFF'	Sheriff's Contract 5/2021	1265	202119-Tobacco Grant SRO/De...	14,293.00
100-1205-7781	LOS ANGELES COUNTY SHERIFF'	Sheriff's Contract 5/2021	1265		356,839.18
100-1610-7618	HOME DEPOT CREDIT SERVICES	Town Ctr Paint/Supplies	EFT11735		411.32
100-1205-7761	DATA TICKET INC	Admin Citation Processing 5/2021	1250		246.93
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	1280		6.37
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	1290		920.01
100-1015-7686	RUTAN & TUCKER LLP	DOF Litigation 4/2021	1276		264.00
100-1015-7686	RUTAN & TUCKER LLP	NPDES Litigation 5/2021	1276		8,856.00
100-1405-7965	SAN GABRIEL VALLEY COUNCIL ...	SGV Regional Vehicle Miles Traveled Program	216333		5,000.00
100-1610-7617	POOL & ELECTRICAL PRODUCTS ..	Pool Chlorine	216328		111.27
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Cmty Ctr 6/2021	216341		60.00
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-City Hall 6/2021	216341		60.00
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Fitness Ctr 6/2021	216341		60.00
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Senior Ctr 6/2021	216341		60.00
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Teen Ctr 6/2021	216341		60.00
100-1610-7618	MAINTEX INC	Janitorial Supplies	1266		1,569.69
100-1825-7630	CANON FINANCIAL SERVICES INC	CH(2)/SC/TC Copier Lease 6/1/2021 - 6/30/2021	216285		875.49

Council Warrant Register by Account

Payment Dates: 06/24/2021 - 07/14/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1825-7630	CANON FINANCIAL SERVICES INC	PS Copier Lease 6/1/2021 - 6/30/2021	216285		402.41
100-1825-7631	CANON FINANCIAL SERVICES INC	PS Copier Maintenance 5/1/2021 - 5/31/2021	216285		90.59
100-1205-7980	HOME DEPOT CREDIT SERVICES	Animal Control PPE Suits	EFT11735		118.67
100-1605-7728	RELATION INSURANCE SERVICES	AmeriCorps Health Insurance 7/2021	1272	202107-Duarte's Promise-Expe...	1,455.92
100-1405-7801	COUNTY OF LOS ANGELES DEP...	Industrial Waste Inspections 5/2021	216291		593.65
100-1405-7965	LDM ASSOCIATES INC	FY21 Federal Grant Administration 5/2021	1263		150.00
100-1410-7810	A1 MAINTENANCE SERVICES CA	Las Brisas Sweeping 6/2021	216274		61.00
100-1410-7810	A1 MAINTENANCE SERVICES CA	Las Posadas Sweeping 6/2021	216274		61.00
100-1610-7617	POOL & ELECTRICAL PRODUCTS ..	Pool Chlorine	216328		97.36
100-1610-7617	POOL & ELECTRICAL PRODUCTS ..	Pool Chlorine	216328		139.09
100-1610-7617	POOL & ELECTRICAL PRODUCTS ..	Pool Chlorine	216328		8.46
100-1610-8100	CALIBER COMMERCIAL POOL S...	Labor	216283		5,200.00
100-1610-8100	CALIBER COMMERCIAL POOL S...	Training & Comp Pools Light Fixture Replacement	216283		9,276.14
100-1405-7969	RKA CONSULTING GROUP	Engineering Consulting 5/2021	216331		240.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 5/2021	216331		2,640.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 5/2021	216331		2,720.00
100-1405-7967	RKA CONSULTING GROUP	Public Works Inspections 5/2021	216331		1,640.00
100-1405-7969	RKA CONSULTING GROUP	FY22 LLD Engineering Srvcs 5/2021	216331		1,757.50
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	1280		12.45
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	216288		31.63
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	216288		29.50
100-1605-7733	RALPHS GROCERY COMPANY	SC Duarte 66er's Softball Game Supplies	216329		48.13
100-1410-7650	CITY OF MONROVIA	Fuel-Field Services 5/2021	216320		853.04
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Rec 5/2021	216320		105.71
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 5/2021	216320		917.39
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 5/2021	216320		4,773.54
100-1610-7650	CITY OF MONROVIA	Fuel-Facility Maintenance 5/2021	216320		875.57
100-1610-7617	POOL & ELECTRICAL PRODUCTS ..	Pool Chlorine	216328		1,023.42
100-1610-7617	POOL & ELECTRICAL PRODUCTS ..	Pool Chlorine	216328		695.42
100-1610-7617	POOL & ELECTRICAL PRODUCTS ..	Chlorine Bottle/Shell Deposit Return	216328		-336.00
100-1825-7631	CANON SOLUTIONS AMERICA I...	CH(2) Copier Maintenance 5/16/21 - 6/15/21	216286		250.75
100-1825-7631	CANON SOLUTIONS AMERICA I...	SC Copier Maintenance 5/16/21 - 6/15/21	216286		79.46
100-1825-7631	CANON SOLUTIONS AMERICA I...	TC Copier Maintenance 5/16/21 - 6/15/21	216286		27.56
100-1610-7652	ALBERTOS PLUMBING	Encanto Pk RR Urinal/Valve	216276		1,240.00
100-1205-7779	FSP DESIGNS	WIN Internship Uniforms	1256	201914-Youth Programs-Cal VIP	380.76
100-1610-7618	SUMMIT SUPPLY CORP OF COL...	Sport Park Supplies	216339		1,532.50
100-1605-7733	SMART & FINAL	SC Father's Day Delivery Supplies	1279		44.26
100-1815-7632	MAXTREME INC	Office 365 3/2021 - 6/2021	1267		1,716.00
100-1815-7980	MAXTREME INC	Server Software Support (3 Year)	1267		3,051.84
100-1825-7688	ADAPT CONSULTING INC	Shop Towels (Used Oil Grant)	1239	202201-Exp-Used Oil Grant-OP...	190.20
100-1405-7967	RKA CONSULTING GROUP	COH Public Works Inspections 5/2021	216331		720.00
100-1405-7965	RKA CONSULTING GROUP	ATP Cycle 4 Engineering Srvcs 5/2021	216331	202118-ATP Cycle 4-Professiona..	460.00
100-1405-7965	RKA CONSULTING GROUP	Catch Basin CPS Retro Project 5/2021	216331	202031-ARS & CPS Catch Basin ...	80.00
100-1605-7614	STAPLES ADVANTAGE	Labels	1280		21.95

Council Warrant Register by Account

Payment Dates: 06/24/2021 - 07/14/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	1280		9.87
100-1010-7614	STAPLES ADVANTAGE	Office Supplies	1280		44.13
100-1825-7688	GEO PLASTICS (CA)	Reusable Oil Containers	1258	202103-Used Oil Grant Exp-OP...	1,275.22
100-1825-7688	GEO PLASTICS (CA)	Reusable Oil Containers	1258	202201-Exp-Used Oil Grant-OP...	1,256.78
100-1605-7614	STAPLES ADVANTAGE	FC Register Tape	1280		10.24
100-1810-7614	STAPLES ADVANTAGE	Office Supplies	1280		3.81
100-1610-7618	CURO MANAGED PRINT PRODU...	Pool Deck Signage	216295		672.53
100-1805-7614	STAPLES ADVANTAGE	Wall File/Document Shredder	1280		364.11
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	1280		59.88
100-1815-7965	MAXTREME INC	IT Helpdesk 6/2021	1267		8,700.00
100-1815-7980	MAXTREME INC	Crash Plan Recovery 6/2021	1267		200.00
100-1605-7740	SMART & FINAL	Summer Day Camp Supplies	1279		50.26
100-1405-7612	SECRETARY OF STATE	Cecilia Contreras Notary Exam/Apl Fee	216237		40.00
100-1815-7830	NEC FINANCIAL SERVICES LLC	Mitel Phone System Pymt 42 of 60	EFT11716		1,340.10
100-1605-7728	ALEXANDRA TAPIA	2021 Red Wagon Scholarship	216340	202107-Duarte's Promise-Expe...	500.00
100-1815-7632	MAXTREME INC	Gsuite Maxhavens 12/2020 - 5/2021	1267		432.00
100-1815-7631	MAXTREME INC	Samsung Monitor/USB Mini Dock/HDMI (CMO)	1267		275.06
100-1815-7631	MAXTREME INC	NetGear Pro Safe 8 Port Switch (Council AV Rack)	1267		54.10
100-1815-7631	MAXTREME INC	APC UPS (KP Office)/Mac 3 Mouse (CMD)	1267		165.34
100-1815-7980	MAXTREME INC	Keyboard Case (Bryan Urias) /Apple Accessories	1267		335.03
100-1815-7632	MAXTREME INC	BMTMicro Software Better Finder Rename	1267		24.95
100-1815-7980	MAXTREME INC	Backup External SSDs (2)-Council Recording	1267		245.27
100-1815-7980	MAXTREME INC	(5) MDS Automation USB Drives	1267		199.96
100-1020-7710	LUDECKE PROPERTY MANAGE...	Chamber Lease 7/2021	216315		1,600.00
100-1610-7617	POOL & ELECTRICAL PRODUCTS ..	Pool Chlorine	216328		788.71
100-1605-7691	RANCHO DUARTE FLORIST	Jennifer Luna Nguyen Flowers	216330		75.00
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	216288		31.63
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	216288		8.20
100-1605-7758	AGS STUDIO 116	July 3rd Stage and Sound	1234		12,106.80
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	1290		644.39
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	1280		50.78
100-1605-7614	STAPLES ADVANTAGE	Flyer Holders	1280		50.60
100-1020-7726	LEVON YOTNAKHPARIAN	CC Cablecast 4/2021 - 6/2021	216342		3,300.00
100-1205-7787	MVP, LLC	Public Safety Lease	1268		12,431.28
100-1410-7815	BRIGHTVIEW LANDSCAPE SERVI...	Brush Clearance-Greenbank Ave Parcel	216281		13,646.00
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 6/2021	1253		135.00
100-2126	MEDINA BRAVO CONSTRUCTION	Construction & Demo Deposit Refund (Pmt #8-0079)	216318		500.00
100-5004	MEDINA BRAVO CONSTRUCTION	Administrative Fee (Pmt #8-0079)	216318		-125.00
100-1205-7761	DATA TICKET INC	Parking Citation Processing 5/2021	1250		1,490.98
100-1205-7761	DATA TICKET INC	Parking Ticket Paper	1250		2,527.27
100-1010-7980	MAXTREME INC	CM Printer Toner	1267		457.49
100-1815-7980	MAXTREME INC	CC Case/Chargers	1267		84.45
100-1605-7733	BALLUSIONIST	Balloon Art-July 3rd Event	1235		900.00
100-1020-7716	CURO MANAGED PRINT PRODU...	July 3rd Event Signage	216295		8,282.76
100-1025-7705	LOS ANGELES COUNTY AUDITO...	FY22 LAFCO Fees	216314		583.82

Council Warrant Register by Account

Payment Dates: 06/24/2021 - 07/14/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1205-7760	GARDEN INN & SUITES	Homeless Outreach- Prevention/Diversion/Rehousing	1257	202115-Outreach-Homeless Ser...	6,855.02
100-1205-7610	U.S. BANK	Meeting w/Liaison Sergeant Feidler (Spices Thai)	1286		26.90
100-1205-7610	U.S. BANK	Public Safety Team Meeting 6/16/21 (Raffi's)	1286		88.20
100-1205-7615	U.S. BANK	EOC Mobile Data Router (CDW Govt)	1286		1,523.23
100-1205-7615	U.S. BANK	(4) Tourniquet's (Amazon)	1286		123.44
100-1205-7615	U.S. BANK	EOC Chest Rig Radio Holders (Amazon)	1286		62.82
100-1205-7779	U.S. BANK	DART Movie Trip 6/14/21 (AMC Online)	1286		299.00
100-1205-7779	U.S. BANK	DART Award Item (Target)	1286		307.64
100-1205-7779	U.S. BANK	DART Trip 6/22/21 (Pacific Park)	1286	201914-Youth Programs-Cal VIP	360.00
100-1205-7779	U.S. BANK	Senior Luncheon 6/21/21 (Old Spaghetti Factory)	1286		468.40
100-1205-7779	U.S. BANK	Youth Summer Therapy Supplies (Amazon)	1286		385.19
100-1205-7779	U.S. BANK	DART Paint for Events (Amazon)	1286		28.48
100-1205-7779	U.S. BANK	DART Event Raffle Prizes (Amazon)	1286		200.00
100-1205-7779	U.S. BANK	DART Movie Trip 6/9/21 (AMC Online)	1286	201914-Youth Programs-Cal VIP	244.00
100-1205-7779	U.S. BANK	Hydration for Youth Summer Therapy Events (Target)	1286		55.97
100-1205-7779	U.S. BANK	DART Paint Night 6/17/21 (Tropicana Mkt)	1286		87.89
100-1205-7779	U.S. BANK	DART/A-Team Excursion/Event Supplies (S & F)	1286		153.53
100-1205-7779	U.S. BANK	DART Movie Popcorn 6/14/21 (AMC Santa Anita)	1286		52.74
100-1205-7779	U.S. BANK	DART Movie Popcorn 6/9/21 (AMC Covina)	1286		97.90
100-1205-7780	U.S. BANK	Rabies Clinic Coffee (Starbucks)	1286		35.90
100-1205-7780	U.S. BANK	Rabies Clinic Ice (7-Eleven)	1286		6.60
100-1205-7780	U.S. BANK	Rabies Clinic Volunteer Food (Merengue Bakery)	1286		33.63
100-1205-7780	U.S. BANK	Rabies Clinic Volunteer Food (Tropicana Mkt)	1286		113.98
100-1205-7780	U.S. BANK	Rabies Clinic Volunteer Snacks (Smart & Final)	1286		40.46
100-1205-7980	U.S. BANK	Adobe Creative Cloud	1286		14.99
100-1405-7610	U.S. BANK	C Contreras (2) Bus Mgmt Workshop (CCAC)	1236		100.00
100-1405-7612	U.S. BANK	Lg Data File Transfer (Hightail)	1236		15.99
100-1405-7614	U.S. BANK	Laptop Stand (Amazon)	1236		35.26
100-1405-7614	U.S. BANK	MacBook Cover (Amazon)	1236		30.84
100-1405-7614	U.S. BANK	Standing Desk (Amazon)	1236		187.41
100-1405-7614	U.S. BANK	Standing Desk (Amazon)	1236		205.05
100-1410-7614	U.S. BANK	Desk Mat (Amazon)	1236		33.50
100-1410-7980	U.S. BANK	(5) Rakes (Amazon)	1236		200.60
100-1410-7980	U.S. BANK	Field Services Supplies (Amazon)	1236		985.14
100-1410-8030	U.S. BANK	Fall Protection Lanyard (Amazon)	1236		37.67
100-1010-7980	U.S. BANK	Closed Session Mtgg 5/25/21 (GrubHub)	1285		41.01
100-1010-7980	U.S. BANK	Closed Session Mtgg 5/25/21 (DoorDash)	1285		89.96

Council Warrant Register by Account

Payment Dates: 06/24/2021 - 07/14/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1010-7980	U.S. BANK	DoorDash Monthly Delivery Charge	1285		9.99
100-1010-7980	U.S. BANK	Closed Session Mtgg 6/8/21 (GrubHub)	1285		18.78
100-1010-7980	U.S. BANK	Closed Session Mtgg 6/8/21 (DoorDash)	1285		25.94
100-1010-7980	U.S. BANK	Closed Session Mtgg 6/8/21 (Fire Wood Pizza)	1285		27.53
100-1010-7980	U.S. BANK	NSG River Working Group Lunches (Panera Bread)	1285		113.91
100-1020-7712	U.S. BANK	Spotify	1285		9.99
100-1020-7712	U.S. BANK	Hootsuite 6/2/2021 - 7/1/2021	1285		75.00
100-1010-7980	U.S. BANK	Paras-Caracci Closed Session 5/25/21 (UberEats)	1237		33.79
100-1020-7726	U.S. BANK	Adobe Creative Cloud	1237		34.99
100-1405-7612	U.S. BANK	Adobe Creative Cloud	1237		101.94
100-1605-7733	U.S. BANK	Netflix-Senior Ctr 6/6/21 - 7/5/21	1237		8.81
100-1605-7735	U.S. BANK	Netflix-Teen Ctr 6/12/21 - 7/11/21	1237		13.99
100-1805-7610	U.S. BANK	Staff Mtg Food 6/10/2021 (T Burgers)	1237		52.79
100-1805-7610	U.S. BANK	Kristen Petersen JPIA Audit Mtg 6/9/21 (Goldstein)	1237		15.60
100-1805-7614	U.S. BANK	Hand Sanitizer (Amazon)	1237		44.09
100-1805-7980	U.S. BANK	Microsoft 365 5/27/21 - 6/26/21	1237		12.00
100-1810-7610	U.S. BANK	Kristen Petersen HR Annual Training Conf 11/2021	1237		720.00
100-1810-7612	U.S. BANK	Kristen Petersen CalPELRA Annual Membership	1237		370.00
100-1810-7614	U.S. BANK	Mailboxes-Confidential Self Certification Forms	1237		138.74
100-1815-7632	U.S. BANK	Finance Webinar 6/7/21 - 7/6/21	1237		80.00
100-1815-7632	U.S. BANK	Adobe Creative Cloud	1237		314.91
100-1815-7632	U.S. BANK	HR/Michelle-Adobe AcroPro	1237		14.99
100-1815-7830	U.S. BANK	Vonage-SC Elevator 911	1237		24.11
100-1020-7719	U.S. BANK	Reyna Diaz Older American Recognition (Young's)	1238		81.00
100-1205-7779	U.S. BANK	WIN Program TAP Cards (City of Duarte)	1238		160.00
100-1605-7614	U.S. BANK	Hangers (Target)	1238		28.25
100-1605-7693	U.S. BANK	MYC Meeting/Dinner 6/7/21 (Fire Wood Pizza)	1238		55.09
100-1605-7730	U.S. BANK	Pool Inflatables (Walmart)	1238		233.71
100-1605-7733	U.S. BANK	Graphics (Silhouette Design Store)	1238		4.95
100-1605-7733	U.S. BANK	Peggy Diamond Retirement (Nothing Bundt Cakes)	1238		36.00
100-1605-7733	U.S. BANK	Peggy Diamond Retirement Supplies (Various)	1238		48.38
100-1605-7733	U.S. BANK	SC Bingo Sheets (Amazon)	1238		89.20
100-1605-7733	U.S. BANK	SC Softball Opening Day Lunch (Subway)	1238		349.50
100-1605-7733	U.S. BANK	Peggy Diamond SC Softball Jersey (J&J Sports)	1238		38.59
100-1605-7733	U.S. BANK	Peggy Diamond Retirement (Party City)	1238		39.66
100-1605-7735	U.S. BANK	Bean Bag Toss Game (Amazon)	1238		197.36
100-1605-7735	U.S. BANK	July 3rd Event Supplies (Oriental Trading Co)	1238		637.19
100-1605-7735	U.S. BANK	TC July 4th Event (Virginia Toy & Novelty)	1238		322.00

Council Warrant Register by Account

Payment Dates: 06/24/2021 - 07/14/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7735	U.S. BANK	Flag Face Masks (Amazon)	1238		98.19
100-1605-7735	U.S. BANK	TC July 4th Event (Oriental Trading Co)	1238		298.53
100-1605-7735	U.S. BANK	Teen Ctr Staff Shirt (Amazon)	1238		11.01
100-1605-7735	U.S. BANK	Giant Jenga Game (Amazon)	1238		152.69
100-1605-7740	U.S. BANK	Summer Day Camp Supplies (Amazon)	1238		67.64
100-1605-7758	U.S. BANK	July 3rd Giant Game (Amazon)	1238		186.32
100-1605-7758	U.S. BANK	Dep-Portable Toilet Rental 7/3 (Eagle Portables)	1238		1,585.00
100-1605-7758	U.S. BANK	July 3rd Inflatables (Party Pronto)	1238		616.00
100-1605-7758	U.S. BANK	July 3rd Event Rope (SGT Knots Supply Co)	1238		128.85
100-1605-7758	U.S. BANK	July 3rd Event Supplies (Amazon)	1238		76.57
100-1605-7758	U.S. BANK	July 3rd Event Spray Paint (U Stencil)	1238		67.47
100-1605-7980	U.S. BANK	Interview Panel Lunch 6/2/21 (DoorDash)	1238		68.78
100-1610-7618	U.S. BANK	(5) Sign Holders (Amazon)	1238		374.85
100-1610-7618	U.S. BANK	Bike Repair Staiton Parts (Dero Bike Racks)	1238		233.76
100-1610-7618	U.S. BANK	Pool Chemical Test Tablets (SCP Distributors)	1238		393.55
100-1010-7612	U.S. BANK	Victoria Rocha CAPIO Membership	1285		275.00
100-1010-7612	U.S. BANK	Daniel Jordan CCMF Membership	1285		400.00
100-1825-7688	U.S. BANK	Used Oil Ad Layout-July & Aug 2021 (Chamber)	1285	202201-Exp-Used Oil Grant-OP...	75.00
100-1825-7688	U.S. BANK	Used Oil Ad-July & Aug 2021 (Duarte Chamber)	1285	202201-Exp-Used Oil Grant-OP...	250.00
100-1825-7688	U.S. BANK	Oil Container Labels (Curo Print)	1285	202201-Exp-Used Oil Grant-OP...	413.44
100-1805-7965	HINDERLITER, DE LLAMAS & AS...	Transaction Tax Q4 2020	216307		300.00
100-1610-7652	CHARLES R SIMPSON	Pool Gate Repairs	216337		1,250.00
100-1605-7614	STAPLES ADVANTAGE	Batteries	1280		44.85
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	1280		22.14
100-1605-7740	SMART & FINAL	Summer Day Camp Supplies	1279		86.79
100-1605-7758	ABSOLUTE SECURITY INTERNAT...	Overnight Event Security	216275		354.00
100-1610-7616	CALIBER COMMERCIAL POOL S...	Labor	216283		1,280.00
100-1610-7616	CALIBER COMMERCIAL POOL S...	New 20 HP Impeller for Competition Pool	216283		1,841.56
100-1605-7733	J & J SPORTS & TROPHIES	Protective Screen (66er Softball)	216310		244.82
100-1410-7650	WEX BANK	Fuel-CNG 5/1/21 - 5/31/21	EFT11718		30.17
100-1410-7650	WEX BANK	Fuel-Cmty Develop 5/1/21 - 5/31/21	EFT11718		56.18
100-2120	FC GOLDEN STATE/PURE SPORTS	Sports Field Rent Deposit Refund	216302		100.00
100-2120	CROWN CASTLE USA INC	Cash Bond Refund (Pmt #6-0042)	216292		1,000.00
100-2120	CROWN CASTLE USA INC	Cash Bond Refund (Pmt #6-0043)	216292		2,000.00
100-2120	CROWN CASTLE USA INC	Cash Bond Refund (Pmt #6-0051)	216292		1,000.00
100-2120	CROWN CASTLE USA INC	Cash Bond Refund (Pmt #6-0063)	216292		1,500.00
100-2120	CROWN CASTLE USA INC	Cash Bond Refund (Pmt #6-0064)	216292		2,000.00
100-2120	CROWN CASTLE USA INC	Cash Bond Refund (Pmt #6-0066)	216292		2,000.00
100-1810-7980	NAVIA BENEFIT SOLUTIONS	FSA Processing Fee 6/2021	1269		100.00

Council Warrant Register by Account

Payment Dates: 06/24/2021 - 07/14/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1610-7617	POOL & ELECTRICAL PRODUCTS ..	Pool Chemicals	216328		233.34
100-1605-7614	STAPLES ADVANTAGE	Secuirty Envelopes	1280		44.06
100-1605-7739	CURO MANAGED PRINT PRODU...	July 3rd Event Banners (Covid-19)	216295		2,799.31
100-1605-7735	SMART & FINAL	July 3rd Event Supplies	1279		72.67
100-1205-7779	DUARTE PUBLIC SAFETY PETTY ...	DART Meeting 6/25/2021	216299		27.64
100-1205-7779	DUARTE PUBLIC SAFETY PETTY ...	A-Team Field Trip Supplies	216299		21.42
100-1205-7980	DUARTE PUBLIC SAFETY PETTY ...	PS Office Water	216299		12.00
100-1205-7980	DUARTE PUBLIC SAFETY PETTY ...	Rabies Clinic Supplies	216299		25.00
100-1605-7614	DUARTE RECREATION PETTY CA...	Hangers	216300		11.03
100-1605-7733	DUARTE RECREATION PETTY CA...	SC Father's Day Lotto Tickets/Candy	216300		128.00
100-1605-7735	DUARTE RECREATION PETTY CA...	Teen Ctr Water	216300		16.76
100-1605-7740	DUARTE RECREATION PETTY CA...	Summer Day Camp Supplies	216300		20.94
100-1605-7745	DUARTE RECREATION PETTY CA...	Teen Ctr Boxing Funnels/Buckets/Spouts	216300		71.48
100-1605-7758	SMART & FINAL	July 3rd Event Supplies	1279		165.17
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 5/2021	1276		9,368.29
100-1610-7618	IT'S A GAS INC	(2) Helium Tank Replacements	216309		709.97
100-2120	PACIFIC PRODUCTION SERVICES	Film Permit Deposit Refund (Biscuit-MicDonalds)	216324		500.00
100-2120	PICROW INC	Film Permit Deposit Refund-WOTC-Modern Horizons 2	216327		500.00
100-1205-7612	DUARTE KIWANIS CLUB	Aida Torres Membership Dues 7/1/2020 - 6/30/2021	216298		480.00
100-1015-7682	BURKE, WILLIAMS & SORESEN...	Labor Legal 5/2021	1244		4,482.50
100-1605-7733	J & J SPORTS & TROPHIES	Council Hats (July 3rd Event)	216310		211.02
100-1005-7649	J & J SPORTS & TROPHIES	Mayor Bryan Urias Jackets & Shirts	216310		234.28
100-1205-7650	AUTOZONE	Vehicle 34 Wiper Fluid	216278		11.72
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	1280		121.63
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	1280		117.89
100-1205-7779	AIDA TORRES	WIN Internship Lunch 6/23/21	1283		52.24
100-1205-7779	AIDA TORRES	DART/A-Team Santa Monica Trip 6/22/21	1283		622.17
100-1010-7965	FOOTHILL UNITY CENTER	Outreach Grant 3/23/2021 - 6/30/2021	216303		10,000.00
100-1205-7980	NBL TWO WAY RADIO COMMU...	July 3rd Fireworks Radios	216323		6,328.34
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 6/2021	1276		6,275.00
100-1015-7686	RUTAN & TUCKER LLP	General City Litigation 6/2021	1276		466.25
100-1015-7686	RUTAN & TUCKER LLP	NPDES Litigation 6/2021	1276		1,659.42
100-1605-7758	DEKRA-LITE INDUSTRIES INC	July 3rd Lights	216296		1,177.76
100-4302	MALEK GULAMMAHIYUDDIN	Citation Overpayment (Refund)	216306		60.00
100-2120	PACIFIC PRODUCTION SERVICES	Film Permit Refund (Sonic 3/14/2018)	216324		500.00
100-2121	PACIFIC PRODUCTION SERVICES	Sheriff's Dept Srvcs Refund (Sonic 3/14/2018)	216324		567.47
100-2121	GABRIEL 5200 TRIGGER STREET...	Certificate of Occupancy Deposit Refund	216304		57,750.00
100-2120	LEONOR NAJERA	Field Rent Deposit Refund	216322		100.00
100-2120	ANDY BASTIEN	Field Rent Deposit Refund	216279		100.00
100-2120	GLEN MESSICK	Field Rent Deposit Refund	216319		100.00
100-2120	DUARTE YOUTH ATHLETIC CLUB	Field Rent Deposit Refund	216301		100.00
100-2120	FC GOLDEN STATE/PURE SPORTS	Field Rent Deposit Refund	216302		100.00
100-2120	PASILLAS BASEBALL LEAGUE	Field Rent Deposit Refund	216326		250.00
100-2120	NICK LOPEZ	Field Rent Deposit Refund	216313		250.00
100-2120	GEORGINA MORENO	Field Rent Deposit Refund	216321		100.00
100-2120	JOSE SANCHEZ	Field Rent Deposit Refund	216335		250.00
100-2120	PASADENA RUGBY FOOTBALL C...	Field Rent Deposit Refund	216325		100.00

Council Warrant Register by Account

Payment Dates: 06/24/2021 - 07/14/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-2120	CROWN CONSTRUCTION ENGIN...	Cash Bond Refund (Pmt #8-0077 & 8-0078)	216293		1,000.00
100-1205-7615	CROWN-TECH INNOVATIONS G...	4X EOC Facility Replacement Cameras	216294		3,619.40
100-1605-7758	CURO MANAGED PRINT PRODU...	July 3rd Booth Signage	216295		39.69
100-1605-7614	CURO MANAGED PRINT PRODU...	Thank You Cards	216295		41.34
100-1005-7642	MARGARET FINLAY	Council Vehicle Allowance	1255		75.00
100-1005-7643	VINH TRUONG	Council Vehicle Allowance	1284		75.00
100-1005-7644	JODY ERRANDI SCHULZ	Council Vehicle Allowance	1277		75.00
100-1005-7646	TZEITEL PARAS-CARACCI	Council Vehicle Allowance	1270		75.00
100-1005-7648	SAMUEL KANG	Council Vehicle Allowance	1261		75.00
100-1005-7649	BRYAN URIAS	Council Vehicle Allowance	1288		75.00
100-1005-7650	TONEY LEWIS	Council Vehicle Allowance	1264		75.00
100-1205-7779	BROOKLYN CUMES	WIN Stipend	216245	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	CALEB CUMES	WIN Stipend	216246	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	OSCAR BARAJAS	WIN Stipend	216242	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	JOSEPH DELAGUILA	WIN Stipend	216247	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	ABIGAIL GARABEDIAN	WIN Stipend	216248	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	VICTORIA AVISO	WIN Stipend	216241	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	ATLE JINNA-JOHNSON	WIN Stipend	216251	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	REBECCA RAMIREZ	WIN Stipend	216263	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	VICTOR BARAJAS	WIN Stipend	216243	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	JUAN ZUNIGA	WIN Stipend	216273	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	SABRINA SHI	WIN Stipend	216267	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	KYIHILLE ZAMORA	WIN Stipend	216271	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	KHAIYIEE ZAMORA	WIN Stipend	216270	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	DANIEL ZAMARRIPA	WIN Stipend	216269	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	JASHION WADE	WIN Stipend	216268	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	ANGELA LIUZENG	WIN Stipend	216252	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	TKAYA SAMUELS	WIN Stipend	216266	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	VICTORIA RAMIREZ	WIN Stipend	216265	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	SOPHIA RAMIREZ	WIN Stipend	216264	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	HOPE PEOPLES	WIN Stipend	216260	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	FAITH PEOPLES	WIN Stipend	216259	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	LUCY MARTINEZ	WIN Stipend	216253	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	JACOB PARGAS	WIN Stipend	216258	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	AYANA ZUNIGA	WIN Stipend	216272	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	SARAH AVALOS	WIN Stipend	216240	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	ELIZABETH PEREZ	WIN Stipend	216262	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	ALEXIA MENDEZ	WIN Stipend	216256	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	OLGALIVIER GARCIA	WIN Stipend	216250	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	MADISON ALIANO	WIN Stipend	216239	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	HUGH ALEXANDER	WIN Stipend	216238	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	CARLOS MEJIA	WIN Stipend	216255	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	CASEY CARRILLO	WIN Stipend	216244	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	SAMANTHA MARTINEZ	WIN Stipend	216254	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	ANNA PEREZ	WIN Stipend	216261	202203-WIN-Summer At Risk In...	250.00
100-1205-7779	CRYSTAL MUNOZ	WIN Stipend	216257	202203-WIN-Summer At Risk In...	250.00
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	1243		218.00
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	1248		566.00
100-1825-7674	JOHN FASANA	Health Insurance Reimbursement	1254		435.00
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	216311		435.00
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	216280		435.00
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	1260		435.00

Council Warrant Register by Account

Payment Dates: 06/24/2021 - 07/14/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	1252		435.00
100-1825-7674	MICHAEL TARR	Health Insurance Reimbursement	1281		566.00
100-1025-7703	CALIFORNIA CONTRACT CITIES ...	FY22 Annual Membership	216284		3,600.00
100-1020-7710	DUARTE CHAMBER OF COMME...	FY22 1st Installment Agreement Srvcs	1291		35,050.00
100-1825-7072	U.S. BANK PARS ACCOUNT #67...	Pension Rate Stabilization FY22 Payment	1287		38,800.00
100-1205-7823	COMCATE	Animal/Code Data System 7/1/2021 - 6/30/2022	216289		8,294.54
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 7/1/2021 - 8/1/2021	EFT11737		267.00
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 7/1/2021 - 8/1/2021	EFT11738		247.00
100-1815-7630	DE LAGE LANDEN FINANCIAL SE...	iMac Lease Pymt 23 of 24	EFT11736		1,015.63
100-1605-7728	CASEY CARRILLO	Red Wagon Scholarship	216287	202107-Duarte's Promise-Expe...	500.00
100-1205-7779	JACOB ISLAS	WIN Stipend	216308	202203-WIN-Summer At Risk In...	250.00
100-1605-7758	DOLPHIN RENTS INC	July 3rd VIP Area	216297		4,437.12
100-1211	MERARI AQUINO	Computer Loan	1240		1,270.68
Fund 100 - GENERAL FUND Total:					1,339,559.90
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2410-7662	RUDY'S PLUMBING INC	Backflow Repair-Duarte Park	1275		22.87
240-2432-7887	RUDY'S PLUMBING INC	Backflow Repair-Las Posadas LLD	1275		630.45
240-2405-7662	DUNWRIGHT PAINTING & COAT...	Light Pole Painting-Oak St Bridge	1232		425.00
240-2434-7887	DUNWRIGHT PAINTING & COAT...	Light Pole Painting-Citrus Villas LLD	1232		462.00
240-2433-7887	DUNWRIGHT PAINTING & COAT...	Light Pole Painting-Buena Vista Villas LLD	1232		3,696.00
240-2410-7888	HOME DEPOT CREDIT SERVICES	Railroad Tie Repair-Royal Oaks Park	EFT11735		299.38
240-2410-7663	COUNTY OF LOS ANGELES AGRI...	Turf Medians Gopher Control 5/2021	216290		224.25
240-2405-7890	COUNTY OF LOS ANGELES DEP...	KITS Traffic Signal Monitoring 5/2021	216291		142.22
240-2405-7890	COUNTY OF LOS ANGELES DEP...	Traffic Signal Maint/Repairs 5/2021	216291		3,709.55
240-2426-7810	A1 MAINTENANCE SERVICES CA	Grocery Outlet Center Sweeping 6/2021	216274		784.00
240-2430-7887	CALTROL INC	Mesa Gas Lamp Plumbing	1247		5,031.88
240-2435-7918	BRIGHTVIEW LANDSCAPE SERVI...	Brush Clearance-Ridgecect	216281		8,360.05
240-2435-7920	BRIGHTVIEW LANDSCAPE SERVI...	Ridgecrest Debris Basin Clean-up	216281		3,258.01
240-2405-7890	SIEMENS INDUSTRY INC	Traffic Signal Repairs	1278		912.30
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					27,957.96
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
290-2905-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff's Contract 5/2021	1265		13,000.00
290-2905-7785	LOS ANGELES COUNTY SHERIFF'...	Santa's Sleigh Ride Event 12/2020	1265		2,398.55
290-2905-7785	LOS ANGELES COUNTY SHERIFF'...	COVID Clinics 2/2021	1265		1,660.54
290-2905-7785	LOS ANGELES COUNTY SHERIFF'...	COVID Clinics 3/2021	1265		6,872.79
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					23,931.88
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease/Maint 6/1/21 - 6/30/21	EFT11713		540.93
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease/Maint 6/1/21 - 6/30/21	EFT11713		527.38
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					1,068.31

Council Warrant Register by Account

Payment Dates: 06/24/2021 - 07/14/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7650	CITY OF MONROVIA	Fuel-Transportation Dept 5/2021	216320		223.83
Fund 440 - PROPOSITION A TRANSIT FUND Total:					223.83
Fund: 470 - MEASURE R LR TRANSIT FUND					
470-2127	GENTRY BROTHERS INC	Retention	216305	202101-Retention-2021 Street ...	-1,810.00
470-4705-8100	GENTRY BROTHERS INC	FY20-21 Street Rehabilitation Project	216305	202101-Other Cap Improv-2021...	36,200.00
Fund 470 - MEASURE R LR TRANSIT FUND Total:					34,390.00
Fund: 490 - MEASURE W (WATER/STORMWATER)					
490-4905-7980	BEST BEST & KRIEGER LLP	NPDES Federal Lobbying Services 1242 7/2020			1,161.54
490-4905-7980	BEST BEST & KRIEGER LLP	NPDES Federal Lobbying Services 1242 8/2020			1,161.54
490-4905-7980	BEST BEST & KRIEGER LLP	NPDES Federal Lobbying Services 1242 9/2020			1,161.54
490-4905-7980	BEST BEST & KRIEGER LLP	NPDES Federal Lobbying Services 1242 10/2020			1,161.54
490-4905-7980	BEST BEST & KRIEGER LLP	NPDES Federal Lobbying Services 1242 11/2020			1,161.54
490-4905-7980	BEST BEST & KRIEGER LLP	NPDES Federal Lobbying Services 1242 12/2020			1,161.54
490-4905-7980	BEST BEST & KRIEGER LLP	NPDES Federal Lobbying Services 1242 1/2021			1,161.54
490-4905-7980	BEST BEST & KRIEGER LLP	NPDES Federal Lobbying Services 1242 2/2021			1,161.54
490-4905-7980	BEST BEST & KRIEGER LLP	NPDES Federal Lobbying Services 1242 3/2021			1,161.54
490-4905-7980	BEST BEST & KRIEGER LLP	NPDES Federal Lobbying Services 1242 4/2021			1,161.54
490-4905-7980	COUNTY OF LOS ANGELES DEP...	Catch Basin Inspection/Cleaning (2734 Hunt Dr)	216291		6,091.18
490-4905-7980	BEST BEST & KRIEGER LLP	NPDES Federal Lobbying Services 1242 5/2021			1,161.54
Fund 490 - MEASURE W (WATER/STORMWATER) Total:					18,868.12
Fund: 520 - TOWN CENTER DEBT SERVICE FUND					
520-1100	US BANK NATIONAL ASSOCIATI...	COPS 2013 Payment 8/1/2021 (Cash on Hand)	1289		-0.35
520-5205-8340	US BANK NATIONAL ASSOCIATI...	COPS 2013 Payment 8/1/2021 (Principal)	1289		73,283.26
520-5205-8350	US BANK NATIONAL ASSOCIATI...	COPS 2013 Payment 8/1/2021 (Interest)	1289		2,231.77
Fund 520 - TOWN CENTER DEBT SERVICE FUND Total:					75,514.68
Fund: 680 - Duarte Housing Authority					
680-6805-7980	SAN GABRIEL VALLEY REGIONAL...	FY22 SGV Regional Housing Trust Membership	216334		5,045.00
680-6805-7965	HARRIS & ASSOCIATES	SB2 Rehab Program Development 1/3/21 - 5/29/21	1259	202029-Prof. Svc-Housing Reha...	8,540.00
680-6805-7980	U.S. BANK	Housing Element Survey (Survey Monkey)	1236		384.00
Fund 680 - Duarte Housing Authority Total:					13,969.00
Grand Total:					1,535,483.68

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	1,339,559.90
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	27,957.96
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	23,931.88
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	1,068.31
440 - PROPOSITION A TRANSIT FUND	223.83
470 - MEASURE R LR TRANSIT FUND	34,390.00
490 - MEASURE W (WATER/STORMWATER)	18,868.12
520 - TOWN CENTER DEBT SERVICE FUND	75,514.68
680 - Duarte Housing Authority	13,969.00
Grand Total:	1,535,483.68

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7642	Travel & Exp - Finlay	75.00
100-1005-7643	Travel & Exp - Truong	75.00
100-1005-7644	Travel & Exp - Schulz	75.00
100-1005-7646	Travel & Exp - Paras	75.00
100-1005-7648	Travel & Exp - Kang	75.00
100-1005-7649	Travel & Exp - Urias	309.28
100-1005-7650	Travel & Exp - Lewis	75.00
100-1010-7612	Publications and Dues	675.00
100-1010-7614	Office Supplies	44.13
100-1010-7965	Professional Services	21,500.00
100-1010-7980	Other Expenses	818.40
100-1015-7680	City Attorney Legal	15,643.29
100-1015-7682	Labor Counsel Legal	4,482.50
100-1015-7686	Other Legal Services	11,245.67
100-1020-7710	Chamber Of Commerce	36,650.00
100-1020-7712	Community Information (...)	84.99
100-1020-7716	Special Community Events	8,282.76
100-1020-7718	City Newsletter	1,352.77
100-1020-7719	Volunteer Recognition	81.00
100-1020-7724	Post Office Parking	2,437.00
100-1020-7726	Council Cablecasting	3,334.99
100-1025-7696	SGV Council Of Governmnt	13,127.87
100-1025-7699	League Of Calif Cities	3,533.00
100-1025-7703	Contract Cities Assoc	3,600.00
100-1025-7705	LAFCO Membership	583.82
100-1205-7610	Travel, Mtgs & Conf	115.10
100-1205-7612	Publications and Dues	480.00
100-1205-7614	Office Supplies	18.82
100-1205-7615	Emergency Supplies	5,378.94
100-1205-7650	Vehicle Maintenance	929.11
100-1205-7760	Homeless Outreach Progr...	9,741.60
100-1205-7761	Parking Ticket Collect	4,265.18
100-1205-7779	Youth Programs	13,004.97
100-1205-7780	Animal Control	230.57
100-1205-7781	Contract Law Enforcement	375,905.72
100-1205-7787	Public Safety Cntr Lease	12,431.28
100-1205-7823	Code/Animal Control Data...	8,294.54
100-1205-7980	Other Expenses	6,499.00
100-1211	Computer Loan Program	1,270.68
100-1405-7610	Travel, Mtgs & Conf	100.00
100-1405-7612	Publications and Dues	157.93
100-1405-7614	Office Supplies	569.22
100-1405-7800	Building Department Serv...	514.00
100-1405-7801	Industrial Waste Inspecti...	593.65

Account Summary

Account Number	Account Name	Payment Amount
100-1405-7965	Professional Services	10,905.00
100-1405-7967	Public Works Inspections	16,130.00
100-1405-7969	City Engineer	7,357.50
100-1410-7614	Office Supplies	33.50
100-1410-7650	Vehicle Maintenance	939.39
100-1410-7810	Street Sweeping	122.00
100-1410-7815	Brush Clearance	13,646.00
100-1410-7980	Other Expenses	1,185.74
100-1410-8030	Other Equipment (Capital)	37.67
100-1605-7002	Regular Salaries	76.92
100-1605-7614	Office Supplies	252.32
100-1605-7650	Vehicle Maintenance	105.71
100-1605-7691	Parks & Rec Commission	75.00
100-1605-7693	Youth Council	55.09
100-1605-7728	Americorp's VIP Program	2,455.92
100-1605-7730	Special Events	713.05
100-1605-7733	Senior Center	2,191.32
100-1605-7735	Teen Center	1,820.39
100-1605-7739	Publicity	2,799.31
100-1605-7740	Day Camps	917.45
100-1605-7745	Boxing Program	71.48
100-1605-7758	Independence Day Celebr...	20,940.75
100-1605-7980	Other Expenses	68.78
100-1610-7616	Pool Supplies	3,121.56
100-1610-7617	Pool Chemicals	2,761.07
100-1610-7618	Building Supplies	8,002.08
100-1610-7636	Uniforms	63.26
100-1610-7650	Vehicle Maintenance	875.57
100-1610-7652	Building Maint Services	4,064.39
100-1610-8100	Other Capital Improvemnts	14,476.14
100-1805-7610	Travel, Mtgs & Conf	68.39
100-1805-7614	Office Supplies	551.97
100-1805-7965	Professional Services	300.00
100-1805-7980	Other Expenses	12.00
100-1810-7610	Travel, Mtgs & Conf	720.00
100-1810-7612	Publications and Dues	370.00
100-1810-7614	Office Supplies	142.55
100-1810-7980	Other Expenses	100.00
100-1815-7630	Equipment Lease	1,015.63
100-1815-7631	Equipment Maintenance	494.50
100-1815-7632	Software Maintenance	2,582.85
100-1815-7821	Personal Computer Suppo...	553.00
100-1815-7830	Telephones	2,932.76
100-1815-7965	Professional Services	8,700.00
100-1815-7980	Other Expenses	4,116.55
100-1820-7772	Liability Coverage	218,343.00
100-1820-7773	Worker's Comp Coverage	219,739.00
100-1820-7775	Property Coverage	67,459.00
100-1820-7776	Faithful Performance Bond	1,080.00
100-1825-7072	Pension Rate Stabilization...	38,800.00
100-1825-7613	Duplications And Photos	127.76
100-1825-7630	Equipment Lease	1,277.90
100-1825-7631	Equipment Maintenance	448.36
100-1825-7674	Retiree Health Insurance	3,525.00
100-1825-7688	Oil Recycling Grant	3,460.64
100-1830-8100	Vehicle Replacement (Cap...	5,335.43
100-2120	Refundable Deposits	13,550.00
100-2121	Pass Through Deposits	58,317.47

Account Summary

Account Number	Account Name	Payment Amount
100-2126	Construction and Demolit...	500.00
100-4302	Parking Citations	60.00
100-5004	Other Revenue	-125.00
240-2405-7662	Other Serv-Citywide	425.00
240-2405-7890	Repairs-Traffic Signal	4,764.07
240-2410-7662	Other Serv-Citywide	22.87
240-2410-7663	Other Serv-Medians	224.25
240-2410-7888	Repairs-Citywide	299.38
240-2426-7810	Street Sweeping	784.00
240-2430-7887	Repairs & Replacements	5,031.88
240-2432-7887	Repairs & Replacements	630.45
240-2433-7887	Repairs & Replacements	3,696.00
240-2434-7887	Repairs & Replacements	462.00
240-2435-7918	Fuel Modification	8,360.05
240-2435-7920	Debris Basin/Storm Drain ...	3,258.01
290-2905-7781	Contract Law Enforcement	13,000.00
290-2905-7785	Special Events Patrol	10,931.88
320-3205-8013	Vehicles (Capital)	1,068.31
440-4405-7650	Vehicle Maintenance	223.83
470-2127	Retention Payable	-1,810.00
470-4705-8100	Other Capital Improvemnts	36,200.00
490-4905-7980	Other Expenses	18,868.12
520-1100	Cash/Invest- Fiscal Agent	-0.35
520-5205-8340	Principal Payments	73,283.26
520-5205-8350	Interest Expense	2,231.77
680-6805-7965	Professional Services	8,540.00
680-6805-7980	Other Expenses	5,429.00
Grand Total:		1,535,483.68

Project Account Summary

Project Account Key	Payment Amount
None	1,449,372.76
201914-Youth Programs-Cal VIP	984.76
202029-Prof. Svc-Housing Rehab-Harris & Assoc.	8,540.00
202031-ARS & CPS Catch Basin Screen Install Design	80.00
202101-Other Cap Improv-2021 Street Rehab Proj	36,200.00
202101-Retention-2021 Street Rehab Project	-1,810.00
202103-Used Oil Grant Exp-OPP10-19-0016	1,275.22
202107-Duarte's Promise-Expense	2,455.92
202115-Outreach-Homeless Services Grant-(SGVCOG)	9,741.60
202117-COH Exps-Charles Abbott Contract Planner	2,475.00
202118-ATP Cycle 4-Professional Svcs	690.00
202119-Tobacco Grant SRO/Deputy-DOJ	14,293.00
202201-Exp-Used Oil Grant-OPP11-20-0016	2,185.42
202203-WIN-Summer At Risk Intern Program	9,000.00
Grand Total:	1,535,483.68



Agenda Item: _____

CM Review: _____

Fiscal Review: _____

AGENDA REPORT

MEETING DATE: July 13, 2021

TO: Mayor and Members of the City Council

FROM: Manuel Enriquez, Director of Parks and Recreation

BY: Aida Torres, Crime Prevention Specialist

SUBJECT: WIN, (Workforce Investment Network Summer) Summer Youth Internship

RECOMMENDATION: Introduce the WIN Participants

FISCAL IMPACT: The City has allocated \$5,000 in General Funds towards this program in account number 1205-7779. The remaining \$15,000 for the program is being funded by the other program partners.

EXECUTIVE SUMMARY

The WIN (Workforce Investment Network) program is a tailored youth workforce development program that is meeting the employment needs of approximately 40 Duarte, Monrovia and LA County youth ages 13-19. The six-week program began June 21, 2021, and each youth will volunteer 90 hours, and receive a \$500 stipend.

BACKGROUND

The City of Duarte Teen Center and Public Safety Department partnered with local agencies for a fourth year to fund the WIN (Workforce Investment Network) summer youth internship program.

The program's design is modeled after evidence-based youth prevention and intervention curriculum to connect low-income youth with local employment opportunities. Youth gain valuable employment experience and attend weekly workshops to expand their knowledge in human resources, money management, credit, and mental health while networking with a range of diverse motivational speakers.

DISCUSSION/ANALYSIS

This year's program was made possible through a collaborative effort between Kathryn Barger's Office, Duarte Unified School District, and the Boys and Girls Club of the Foothills. Referrals for the program were made by Duarte Unified School District, Monrovia Unified School District, Duarte Public Safety's youth programs, the Boys and Girls Club of the Foothills, and the Duarte Teen Center.

This year's worksites are: Boys and Girls Club of the Foothills (at four sites), Dickie's Barbecue Pit, FSP Designs, Lemon Drop Cookie Shop, Max's Mexican Restaurant, Monrovia Auto Body Shop, and Simply Devine.

RECOMMENDATION

Introduce the WIN Participants

FISCAL IMPACT

The City has allocated \$5,000 in General Funds towards this program in account number 1205-7779. The remaining \$15,000 for the program is being funded by the other program partners.



COMMUNITY DEVELOPMENT STATUS REPORT July 2021

PROJECT/PROGRAM	STATUS
<u>IN PROCESS</u>	
New Traffic Signals	CalTrans has started signal installation at the 210 Freeway and Central Avenue the first part of March. City of Hope Signal Work - Duarte Road at Hope Drive – in process - Duarte Road at Circle Drive – completed - Duarte Road at Village Rd. – planned for late 2021 - Buena Vista St. at Village Rd. – in process
Mesa Gas Lamps	Gas lamp renovation nearing completion. New regulators, lamp heads and a full repaint of all poles.
Brush Clearance	Citywide brush clearance under way. This year the clearance is by hand crews rather than goats as in past years. Goat availability was limited this year, but Staff is working on multi-year agreement for mostly goat clearance.
Duarte Road Pedestrian Improvements	Sidewalk and pedestrian lights on south side of Duarte Road between Cinco Robles and Circle Road. Construction began July 1.
<u>DEVELOPMENT</u>	
New Hope Village	New 150 room hotel. Permits were issued in early June. Winter 2021-22 completion expected.
Esperanza at Duarte Station 1700 Business Center Dr.	MBK is building a 344 unit luxury apartment building. Permits were issued and the first visible work will be the parking structure. Esperanza chosen by MBK as project name.
The Residences at Duarte Station 1750 Business Center Dr.	MBK, developer of Building A has been purchased this property. The 292 unit building will be a second phase scheduled for 2022. The development will be called Solana.
The Huntington (1413 Huntington Drive)	A 161 unit mixed use project. In construction. Framing near completion; stucco drywall in process. Late 2021 completion expected. Staff working on final details of the traffic signal that will be built by the developer with a portion of the cost to the city. Public Art design recently approved. The piece is called “Phoenix.” It is by Damon Hyldreth, a San Francisco based artist with an extensive portfolio of work dating back to the early 1970s.

PROJECT/PROGRAM	STATUS
City of Hope	Working with the City of Hope on various projects in process, such as: north parking lot (approx. 1,000 spaces) construction to begin in September; Radial Imaging Center (9,000 s.f. building, in construction); infrastructure improvements, including three new traffic lights Summer 2020, Circle Rd. and Duarte Rd. first intersection; Medical Office Building completed recently completed; Duarte Outpatient Clinic (DOC) is in plan check. It is an 8 story, 350,000 square foot building; and several other upcoming projects.
Wyndham Hawthorn Suites Hotel (1230 Huntington Drive)	The project was approved. It is a two phase project with a total of 178 rooms with 72 in the first phase. Demo completed. Staff recently had a progress meeting with developer and architect. The estimated date for plan check submittal is October. Construction may begin in early 2022.
New Condo Development 1401 Santo Domingo Avenue	Proposal is to remove existing apartments and replace with a new, 20 unit, condo development. Headed to Commission soon.
New Commercial Building 2137 Huntington	Framing is completed. This will be a commercial building, Bright Smile Dental and retail space. Project information sign recently installed.
Arbor Capital Liquor Store Corner	Some renewed interest from commercial tenants. City and developer working on a plan to revise the plans to include not just parking lot upgrades to adjacent center but also a major façade upgrade. City has used design assistance program and had an architect develop concept plans for a façade upgrade. It appears as if this development is starting to move in the right direction.
Housing Element	Staff and the consultant continue to work on the project. A FlashVote survey was done in February. A community workshop was held in March by the Planning Commission. A workshop, to review rezoning sites, was held on April 19 at the Planning Commission Meeting. The draft plan was submitted to HCD for its review. Hearing planned for September.
<u>PUBLIC WORKS</u>	
Town Center Sidewalk and Lighting Improvements	In design phase. Ready to go out for bid soon.
City Hall Courtyard Design	Draft engineer's plans completed. Had several meetings with Landscape Architect. Working on bid package.



Agenda Item: _____

CM Review: _____

Fiscal Review: _____

AGENDA REPORT

MEETING DATE: July 13, 2021

TO: Mayor and Members of the City Council

FROM: Manuel Enriquez, Director of Parks and Recreation

SUBJECT: Proclamation Acknowledging July is Parks Make Life Better Month

RECOMMENDATION: Staff recommends City Council adopt the proclamation acknowledging July as Parks Make Life Better Month.

FISCAL IMPACT: None

BACKGROUND

Since 1985, the United States has celebrated July as Park and Recreation Month. A program of the National Recreation and Park Association (NRPA) and the California Park and Recreation Society (CPRS), the goal is to raise awareness of the vital impact that parks and recreation has on communities throughout California and across the nation.

Here in the City of Duarte, our thriving Parks and Recreation Department has continued to be a leader in the San Gabriel Valley in the movement that Parks Make Life Better! Over the course of the COVID-19 pandemic, our park and recreation professionals swiftly mobilized to keep Duarte parks, trails, and green spaces open to support physical and mental health, while also delivering vital services and programs virtually or safely in-person that support the residents of Duarte.

By the designation of July as Parks Make Life Better Month, the City of Duarte Parks and Recreation Department would like to remind residents to explore the latest edition of City News-summer 2021, on the City's website, as it highlights all our current recreational classes and upcoming events.

RECOMMENDATION

Staff is recommending City Council Staff adopt the proclamation acknowledging July is Parks Make Life Better Month.

FISCAL IMPACT

None



Proclamation

PARKS MAKE LIFE BETTER IN DUARTE MONTH

WHEREAS, Parks and Recreation makes lives and communities better now and in the future; and

WHEREAS, it is established through statewide public opinion research, 98% of California households visit a local park at least once a year; two in three households visit a park once a month; 50% of households participate in an organized recreation program; and most park use is with family and friends; and

WHEREAS, residents value recreation, as it provides positive alternatives for children and youth to reduce crime and mischief, especially during non-school hours, it promotes the arts, it increases social connections, it aids in therapy, and it promotes lifelong learning; and

WHEREAS, residents value their parks for access to outdoor spaces for children and adults to play and be active, to exercise, and participate in group sports; and

WHEREAS, parks provide access to the serenity and the inspiration of nature and outdoor spaces, as well as preserve and protect the historic, natural, and cultural resources in our community; and

WHEREAS, the residents of the City of Duarte including children, teens, families, adults, seniors, businesses, community organizations, and visitors, benefit from the wide range of parks, trails, open space, sports fields, tennis courts, facilities, and programs provided by the Duarte Parks and Recreation Department; and

WHEREAS, the City of Duarte urges all its residents to recognize that parks and recreation enriches the lives of its residents and visitors, as well as adding value to the community's homes and neighborhoods; and

WHEREAS, the month of July is celebrated across the nation as Parks and Recreation Month;

NOW THEREFORE BE IT RESOLVED, that the City of Duarte hereby proclaims July 2021 as PARKS MAKE LIFE BETTER IN DUARTE MONTH, and urges all its citizens to use and enjoy its parks, trails, open space, facilities, and recreation opportunities.

Bryan Urias, Mayor

ATTEST:

Annamarie Porter, Interim City Clerk



Agenda Item: _____
CM Review: 
Fiscal Review: _____

AGENDA REPORT

MEETING DATE: July 13, 2021

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Department Director

BY: Nick Baldwin, Associate Planner

SUBJECT: Allocation of Permanent Local Housing Allocation (PLHA) Year 2 funds to the San Gabriel Valley Regional Housing Trust (SGVRHT)

RECOMMENDATION: Adopt Resolution 21-R-15, which would approve allocation of Permanent Local Housing Allocation (PLHA) Year 2 funds to the San Gabriel Valley Regional Housing Trust (SGVRHT), and authorize the execution of a contract for funding for this program

FISCAL IMPACT: \$5,045 Affordable Housing Fund

BACKGROUND

In 2017, Governor Brown signed Senate Bill 2 (SB 2), known as the Building Homes and Jobs Act, which established \$75 recording fee on real estate documents to increase the supply of affordable housing. The Act establishes the Permanent Local Housing Allocation (PLHA) program administered by the California Department of Housing and Community Development (HCD).

PLHA program funding is awarded as formula grants to non-entitlement jurisdictions, such as Duarte, based on the formula prescribed under federal law for the Community Development Block Grant (CDBG). Eligible activities for the PLHA funding include the development of affordable rental housing, assisting persons experiencing or at risk of homelessness, efforts to acquire and rehabilitate foreclosed or vacant homes and apartments, or matching portions of funds placed into local or regional housing trust funds.

On October 13, 2020 the Duarte City Council approved Duarte's Year 1 PLHA allocation of approximately \$98,724, to be designated to the San Gabriel Valley Regional Housing Trust (SGVRHT). The SGVRHT funds the planning and construction of affordable housing for homeless housing and extremely low, very low, and low-income housing projects. The SGVRHT is governed by a nine-member Board of Directors, seven of whom are representatives from the jurisdictions represented, and two of whom are experts in housing and homelessness. Since its creation, the SGVRHT received \$1 million in matching grant funds from the State Local Housing Trust Fund (LHTF) to be directed towards specific projects that will be selected by the SGVRHT and its Boards of Directors.

DISCUSSION/ANALYSIS

For FY 2021-22, the City has been allocated \$153,448. Duarte can choose whether to allocate its funds to the Los Angeles County Development Authority (LACDA) or to some other agency that will implement a program.

Last year LACDA dedicated its funds towards eviction defense and has indicated that it intends to allocate PLHA funding for this year to a countywide rental assistance program. This shift in funding priority from the previous year requires an amendment to their PHLA plan to be approved by the State and is pending.

The other option is to allocate the PLHA funds to the San Gabriel Valley Regional Housing Trust (SGVRHT) as the City did last year. These funds would be used to leverage funds for the State's Local Housing Trust Fund (LHTF) grant program, through which the SGVRHT could apply for up to \$5 million in matching funds to support homeless housing and affordable housing projects in the San Gabriel Valley. Several other cities in the SGVRHT have either taken action or indicated that they intend to take action to allocate their PLHA funding to the SGVRHT. This is the preferred option because it provides support for developing actual affordable developments in the area.

City Council action is required to allocate these funds; this is accomplished by adopting the attached Resolution allocating funding to an alternative program. This Resolution needs to be transmitted to LACDA by August 3, 2021.

SGVCOG representatives will be available at the Council meeting to provide additional information about the SGVRHT and its affordable housing goals.

RECOMMENDATION

Adopt Resolution 21-R-15, which would approve allocation of Permanent Local Housing Allocation (PLHA) Year 2 funds to the San Gabriel Valley Regional Housing Trust (SGVRHT), and authorize the execution of a contract for funding for this program.

FISCAL IMPACT

If the City Council authorizes Duarte's allocation of PHLA funds to the SGVRHT, the City will realize an Affordable Housing Fund savings of \$5,045 since member agencies are able to use up to 10% of the allocation to cover up to 50% of the annual administrative fee.

ATTACHMENTS

Exhibit A – Resolution 21-R-15

RESOLUTION NO. 21-R-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION PROGRAM AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SIGN A CONTRACT FOR FUNDING FOR THIS PROGRAM FROM THE COUNTY OF LOS ANGELES

WHEREAS, the City of Duarte desires to participate in the Los Angeles Urban County Permanent Local Housing Allocation (PLHA) Program for the Fiscal year 2021-22 period beginning July 1, 2021; and

WHEREAS, the City authorizes the execution of a contract with the County of Los Angeles in order to receive said PLHA funds;

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

SECTION 1. The City Council approves the San Gabriel Valley Regional Housing Trust program to be implemented using PLHA funds.

SECTION 2. The City Council authorizes the Mayor, or his designee, to execute any and all documents necessary for participation in the Los Angeles Urban County PLHA Program on behalf of the City of Duarte.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution and shall cause this resolution and her certification to be entered in the Book of Resolutions of the Council of this City.

PASSED, APPROVED and ADOPTED this 13th day of July, 2021.

Bryan Urias, Mayor

APPROVED AS TO FORM:

ATTEST:

David Cosgrove, City Attorney

Annamarie Porter, Interim City Clerk

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

I, Annamarie Porter, Interim City Clerk of the City of Duarte, California, do hereby certify that the foregoing Resolution No. 21-15 was duly passed, approved, and adopted by the City Council of the City of Duarte, California, at a regular meeting of said City Council held on the 13th day of July 2021, and there after signed and approved by the Mayor pro tem and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Annamarie Porter,
Interim City Clerk



Agenda Item: _____

CM Review: _____

Fiscal Review: _____

AGENDA REPORT

MEETING DATE: July 13, 2021

TO: Mayor and Members of the City Council

FROM: Manuel Enriquez, Director of Parks and Recreation

SUBJECT: Revised Memorial Piece in Dedication of Gordon Loyd Gibbons.

RECOMMENDATION: Staff recommends City Council approve the revised bike bike rack memorial for Gordon Loyd Gibbons, to be located along the Donald and Bernice Watson Recreation Trail, and a budget amendment of \$1,664.27 from Parks and Recreation Other Expenses line item (100-1605-7980).

FISCAL IMPACT: Budget amendment of \$1,664.27 from Parks and Recreation Other Expenses line item (100-1605-7980).

BACKGROUND

During the City Council meeting on Tuesday, April 27, 2021, staff presented a memorial option in dedication to the late Mr. Loyd Gibbons. Mr. Gibbons was the owner of Lyod's Custom Bicycle Shop, which has been located here in Duarte off of Highland Avenue since 1985.

ANALYSIS

Based on City Council feedback, staff is recommending the revised bike bike rack, pictured in the attachment, to be purchased through Dero Bike Racks. The memorial rack will be royal blue, and installed along the Donald and Bernice Watson Recreation Trail, near the bicycle public work stand. After the order is placed, production time will be about 6 weeks.

RECOMMENDATION

Staff recommends City Council approve the revised bike bike rack memorial for Gordon Loyd Gibbons, to be located along the Donald and Bernice Watson Recreation Trail, and a budget amendment of \$1,664.27 from Parks and Recreation Other Expenses line item (100-1605-7980).

FISCAL IMPACT

Budget amendment of \$1,664.27 from Parks and Recreation Other Expenses line item (100-1605-7980).

ATTACHMENT

Attachment A: Sample Mock Up of Memorial Bike Bike Rack





Agenda Item: _____

CM Review: _____

Fiscal Review: _____

AGENDA REPORT

MEETING DATE: July 13, 2021

TO: Mayor and Members of the City Council

FROM: Daniel Jordan, City Manager

BY: Victoria Rocha, Assistant to the City Manager

SUBJECT: Agreement with Granicus, LLC for City website design, implementation and maintenance.

RECOMMENDATION: Approve an Agreement with Granicus, LLC for City website design, implementation and maintenance in an amount not-to-exceed \$99,024 for the five-year term July 19, 2021 through July 18, 2026; authorize the City Manager to execute the Agreement; and approve a FY 2021-22 General Fund budget amendment in the amount of \$5,000 (\$3,767.61 for Granicus' work on the website and \$1,232.29 for contingencies).

FISCAL IMPACT: The first year of the contract, FY 2021-22, will include one-time fees for maintaining the City's current website during the migration to the new platform, one-time fees for design and implementation, and hosting and licensing fees totaling \$53,767.61. Council approved \$50,000 for the website for FY 2021-22. Approval of the budget amendment would add \$5,000 to the City Website account 100-1020-7722.

BACKGROUND

The City of Duarte website is a primary information source and online portal that provides direct, 24/7 access to city services. The website has 133,000 annual visitors including residents, businesses, prospective job creators, and the media. It is highly important that the City's website fosters transparency and easy-to-access information through user-friendly and streamlined technology, and high civic engagement. The City's website is often the first impression of the City, therefore making it important that the website projects a professional image and brand that reflects modern design and web standards. The City's current website was developed in 2015 by Civica which was later acquired by Granicus in the same year. Granicus announced that the Civica platform would be sunseting in December of 2021, necessitating a new website platform.

DISCUSSION/ANALYSIS

To develop the City's new website, staff is recommending remaining with Granicus on their new platform, govAccess. Given that it generally takes nine months to develop a new website, remaining with Granicus will allow for new website development without interruption in the current service even after the sunset period. Additionally, Granicus is offering a \$5,000 redesign

credit for cities that remain with their services. Most importantly, a new website will improve functionality, ADA accessibility, navigation, branding, and informational content. Duarte also utilizes the Granicus' Meeting Efficiency Suite and Government Transparency Suite to publish the agenda, link minutes to meeting video, and livestream Council and Planning Commission meetings. These suites integrate more seamlessly into govAccess as a product package of Granicus.

Cities exemplifying the govAccess website include:

- City of Carlsbad (carlsbadca.gov/ - this city recently went live after upgraded from Civica to govAccess)
- City of Pomona (pomonaca.gov/)
- City of Glendale (glendaleca.gov/home)
- City of West Hollywood (weho.org/home)
- City of Monrovia (cityofmonrovia.org/)
- City of Folsom (folsom.ca.us/)

City staff have regularly received complaints that, although the current City website is visually engaging, it is difficult to navigate the website to find needed information, particularly in mobile accessibility via one's cellphone. In a Flashpoint survey sent to residents earlier this year, 40 percent of respondents stated that it was difficult to find information or accomplish a goal. The top three improvements requested by residents for a new website were:

- Easier navigation and searching
- More project updates, photos, and/or videos
- Better mobile phone experience or performance

Similar feedback was offered by staff in an internal survey with easier navigation and searching from the homepage being the number one request for website improvement.

Granicus govAccess content management system (CMS) was specifically built for government agencies, allowing staff to easily create web pages and content that informs, engages, and services communities on a more mobile-friendly interface all while providing federal-grade security. Website design and implementation will include:

Advanced UX Consultation, which includes all of the following unless client declines during consultation:

- One (1) site analytics report
- One (1) heatmap analysis
- One (1) internal stakeholder survey
- One (1) community stakeholder survey
- One (1) remote user testing of top tasks
- Three (3) customer landing page consultation
- Fully customized homepage wireframe
- Fully responsive design
- Custom mobile homepage or standard mobile responsive homepage
- Video background or standard rotating image carousel (switchable at any time)

- Three (3) customer experience features service finder, geo finder (requires an export from GIS or integration directly into ESRI/GIS with an additional cost), and/or data visualization banner (These can be very generic like population and number of parks, or it can be specific. But it is not something that should be changed often)
- Programming/CMS implementation
- Migrate up to 200 webpages
- Ten (10) forms converted into the new CMS
- One (1) day of on-site consultation / training to be applied towards additional project management or training (two (2) of three (3) days must be consecutive)

Also, in addition to Nixle which powers Duarte’s text message emergency advisories, the upgrade to govAccess includes “Send by GovDelivery” – a subscription-based email notification tool for residents to be proactively informed of published content of interest to the website. With this, the upgrade to govAccess will expand multi-channel outbound communications in email and on social media within the CMS admin tool.

City staff interviewed the City of Glendale regarding their website redesign. Within the last year, the City of Glendale made the decision to remain with Granicus, LLC for the redesign of their website versus going to outside vendors because it was more cost effective, prevented the need to start from scratch and maintain critical information in the migration process, and Granicus offers a higher level of security than many smaller website companies.

The total project cost for the duration of the five-year contract is below.

Granicus govAccess Project	
Year	Cost
FY 2021-22	\$53,767.61
FY 2022-23	\$10,500.00
FY 2023-24	\$11,025.00
FY 2024-25	\$11,576.25
FY 2025-26	\$12,155.06
Total Project	\$99,023.92

To ensure the website continues to be updated and reflects future website design standards, the contract includes a website redesign at year four of the contract at no cost.

RECOMMENDATION

Approve an Agreement with Granicus, LLC for City website design, implementation and maintenance in an amount not-to-exceed \$99,024 for the five-year term July 19, 2021 through July 18, 2026; authorize the City Manager to execute the Agreement; and approve a FY 2021-22

General Fund budget amendment in the amount of \$5,000 (\$3,767.61 for Granicus' work on the website and \$1,232.29 for contingencies).

FISCAL IMPACT

The first year of the contract, FY 2021-22, will include one-time fees for maintaining the City's current website during the migration to the new platform, one-time fees for design and implementation, and hosting and licensing fees totaling \$53,767.61. Council approved \$50,000 for the website for FY 2021-22. Approval of the budget amendment would add \$5,000 to the City Website account 100-1020-7722.

ATTACHMENTS

Granicus Proposal and Agreement for Duarte, CA
Master Subscription Agreement



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Duarte, CA

Granicus Proposal for Duarte, CA

ORDER DETAILS

Prepared By:	Jason Reis
Phone:	(949) 899-8097
Email:	jason.reis@granicus.com
Order #:	Q-130723
Prepared On:	06/23/2021
Expires On:	07/18/2021

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	The Agreement's first Period of Performance will begin on 7/19/2021 and run through 7/18/2022. The Agreement will automatically renew for an additional 48 months thereafter.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Terminating Subscriptions		
Solution	Quantity/Unit	Prior Annual Fee
Hosting (CIVICA)	0 Each	\$3,434.70
Civica Self-Hosting Maintenance and Support	0 Each	\$5,632.91
Client Website (CIVICA)	0 Each	\$0.00
SUBTOTAL:		\$9,067.61

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
govAccess – Website Design and Implementation - Trailblazer	Milestones - 40/20/20/20	1 Each	\$35,700.00
Basic Redesign Credit	Milestones - 40/20/20/20	1 Each	(\$5,000.00)
Content Migration - Up to 200 Pages of Migration Total	Milestones - 40/20/20/20	2 Each	\$4,000.00
SUBTOTAL:			\$34,700.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	7/19/2021-7/18/2022
govAccess - Maintenance, Hosting, & Licensing Fee - Core	Annual	1 Each	\$10,000.00
SUBTOTAL:			\$10,000.00

FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	07/19/2022 - 07/18/2023	07/19/2023 - 07/18/2024	07/19/2024 - 07/18/2025	07/19/2025 - 07/18/2026
govAccess - Maintenance, Hosting, & Licensing Fee - Core	\$10,500.00	\$11,025.00	\$11,576.25	\$12,155.06
SUBTOTAL:	\$10,500.00	\$11,025.00	\$11,576.25	\$12,155.06

PRODUCT DESCRIPTIONS

Solution	Description
govAccess – Website Design and Implementation - Trailblazer	Website Design and Implementation - Trailblazer provides a citizen focused website and includes: • Advanced UX Consultation, which includes all of the following unless client declines during consultation: 1. One (1) site analytics report 2. One (1) heatmap analysis 3. One (1) internal stakeholder survey 4. One (1) community stakeholder survey 5. One (1) remote user testing of top tasks • Three (3) customer landing page consultation • Fully customized homepage wireframe • Fully responsive design • Custom mobile homepage or standard mobile responsive homepage • Video background or standard rotating image carousel (switchable at any time) • Three (3) customer experience features - Choose from Granicus' library including service finder, geo finder, or data visualization banner • Programming/CMS implementation • Migrate up to 200 webpages • Ten (10) forms converted into the new CMS • One (1) day of on-site consultation / training to be applied towards additional project management or training (two (2) of three (3) days must be consecutive)
Basic Redesign Credit	Client understands and agrees that completion of website design services provided herein fulfills Granicus' obligation to deliver a basic graphic redesign of the website.

Solution	Description
govAccess - Maintenance, Hosting, & Licensing Fee - Core	The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time. Services include the following: • Ongoing software updates • Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)
Content Migration - Up to 200 Pages of Migration Total	Includes the migration of up to 200 pages of content

TERMS & CONDITIONS

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Duarte, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.
- Client will be eligible to request a basic redesign credit for one (1) govAccess main website after completing year four (4) of this uninterrupted five (5) year Agreement. Client must request the basic redesign credit prior to the end of the initial term. The redesign will be available after payment of the annual invoice for year four (4) of the Agreement. The basic redesign credit will only be available if there are no outstanding govAccess invoices at the time the request is made. Any termination of the Agreement prior to the end of the initial term renders the basic redesign credit offer null and void. Granicus will not develop a sitemap or new content as an included part of any free redesign work, but will assist the Client in transferring existing content into the new design. The basic redesign credit will be equivalent to either: A template selected from the then-current Granicus best practices library, or; A dollar credit not to exceed \$8,000.00 applied towards a custom redesign of one (1) existing main website
- Billing Frequency Notes (Milestones - 40/20/20/20): An initial payment equal to 40% of the total; A payment equal to 20% of the total upon Granicus' delivery of the draft homepage design concepts to the client; A payment equal to 20% of the total upon implementation of the main website into the VCMS on a Granicus-hosted development server; and A payment equal to 20% of the total upon completion; provided, however that the client has completed training. If the client has not completed training, then Granicus shall invoice the client at the earlier of: completion of training or 21 days after completion.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	☐ - No ☐ - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-130723 dated 06/23/2021 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Duarte, CA	
Signature:	
Name:	
Title:	
Date:	



Master Subscription Agreement

This Master Subscription Agreement (“**Agreement**”) is made by and between the party procuring Granicus Products and Services (“**Client**”) and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (“**Granicus**”). Client and Granicus may each be referred to herein as “**Party**” or collectively as “**Parties**”.

By accessing the Granicus Products and Services, Client accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus’ sole discretion. Notification to Client will be via email or posting to the Granicus website.

- 1. Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

“**Agreement Term**” means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.

“**Extension Term**” means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.

“**Granicus Products and Services**” means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis (“Software-as-a-Service” or “SaaS”), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.

“**Initial Term**” shall have the meaning specified in Exhibit A or Order or SOW between Granicus and Client for the first duration of performance that Client has access to Granicus Products and Services.

“**Order**” means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services.

“**Order Term**” means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Client has committed to pay for, Granicus Products and Services.

“**Statement of Work**” or “**SOW**” means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties’ performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.

“**Support**” means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

- 2. Ordering and Scope**

- 2.1. Ordering Granicus Products and Services.** The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Client accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

- 2.2. Support.** Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Client is not materially diminished.
- 2.3. Future Functionality.** Client acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.
- 2.4. Cooperative Purchasing.** To the extent permitted by law and approved by Client, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Client and the applicable additional party upon written request.

3. Use of Granicus Products and Services and Proprietary Rights

- 3.1. Granicus Products and Services.** The Granicus Products and Services are purchased by Client as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.
- 3.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the “Permitted Use”).
 - 3.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus’ written permission and professional services support for list cleansing. Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the Services outlined within this Agreement.
 - 3.2.2. Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client’s passwords.
 - 3.2.3. Content.** Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.
 - 3.2.3.1. Disclaimers.** Any text, data, graphics, or any other material displayed or published on Client’s website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.
 - 3.2.4. Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

3.2.5. Granicus Subscriber Information for Communications Cloud Suite only

- 3.2.5.1. Data Provided by Client.** Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.
- 3.2.5.2.** Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- 3.2.5.3. Data Obtained through the Granicus Advanced Network**
- 3.2.5.3.1.** Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.
- 3.2.5.3.2.** Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.
- 3.2.5.3.3. Opt-In.** During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

3.3. Restrictions. Client shall not:

- 3.3.1.** Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;

- 3.3.2. Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;
 - 3.3.3. Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;
 - 3.3.4. Client must not use the Services as a door or signpost to another server.
 - 3.3.5. Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;
 - 3.3.6. Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
 - 3.3.7. Use the Granicus Products and Services for any unlawful purposes;
 - 3.3.8. Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
 - 3.3.9. Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
 - 3.3.10. Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.
- 3.4. **Client Feedback.** Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.
- 3.5. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

4. Payment

- 4.1. **Fees.** Client agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).
- 4.2. **Disputed Invoiced Amounts.** Client shall provide Granicus with detailed written notice of any amount(s) Client reasonably disputes within thirty (30) days of the date of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Client has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Client's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Client's acceptance of the content of such invoice.
- 4.3. **Price Increases.** Any price increases not negotiated in advance shall be provided by Granicus to Client at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall increase from the previous term's fees by up to ten (10) percent per year.

5. Representations, Warranties and Disclaimers

- 5.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 5.2. Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided “AS IS” and as available.
- 5.3. Disclaimers.** EXCEPT AS PROVIDED IN SECTION 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT’S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

6. Confidential Information

- 6.1. Confidential Information.** It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information (“Confidential Information”). Confidential Information shall include: (i) Granicus’ Products and Services, (ii) non-public information if it is clearly and conspicuously marked as “confidential” or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Subject to applicable law, each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

- 6.2. Exceptions.** Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party’s possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party’s Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

- 6.3. Storage and Sending.** In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client.
- 6.4. Return of Confidential Information.** Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Customer understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

7. Term and Termination

- 7.1. Agreement Term.** The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Client's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current Order Term, the Granicus Products and Services will automatically renew at the end of each term for an Extension Term of one (1) year.
- 7.2. Effect of Termination.** If the Parties agree to terminate this Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders or SOWs shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Client be entitled to a refund of any prepaid fees upon termination.
- 7.3. Termination for Cause.** The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.
- 7.4. Rights and Obligations After Termination.** In the event of expiration or termination of this Agreement, Client shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.
- 7.5. Survival.** All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

8. Limitation of Liability

8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

8.2. LIMITATION OF LIABILITY. EXCEPT FOR CLIENT'S BREACH OF SECTION 3.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

9. Indemnification

9.1. Indemnification by Granicus. Granicus will defend Client from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to Client any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Client (or by anyone under Client's direction or control or using logins or passwords assigned to Client); (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; or (iii) Client's use (or use by anyone under Client's direction or control or using logins or passwords assigned to Client) of any Granicus Products and Services other than in accordance with this Agreement. This section 9.1 sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus

Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

- 9.2. Indemnification by Client.** Client shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Client's (or that of anyone authorized by Client or using logins or passwords assigned to Client) use or modification of any Granicus Products and Services; (b) any Client content; or (c) Client's violation of applicable law.
- 9.3. Defense.** With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

10. General

- 10.1. Relationship of the Parties.** Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.
- 10.2. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.
- 10.3. Amendments.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.
- 10.4. Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 10.5. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- 10.6. No Third-Party Beneficiaries.** Subject to Section 10.5 this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.
- 10.7. Notice.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other

nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended.

10.8. Force Majeure. Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

10.9. Choice of Law and Jurisdiction. This Agreement shall be governed by and interpreted under the laws of the State of Minnesota, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Ramsey County, Minnesota.

10.10. Entire Agreement. This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Upon request, Granicus shall reference a purchase order number on its invoices, provided, however, that Client acknowledges that it is Client's responsibility to provide the corresponding purchase order information (including a purchase order number) to Granicus upon the creation of such a purchase order. Client agrees that a failure to provide Granicus with the corresponding purchase order shall not relieve Client of its obligations to provide payment to Granicus pursuant to Section 4.1 above.

10.11. Reference. Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.

10.12. Injunctive Relief. Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

MEMORANDUM

TO: Mayor and Councilmembers

FROM: Daniel Jordan, City Manager

DATE: July 13, 2021

SUBJECT: Approve Council Conferences and Event Attendance

- | | | | |
|----|--|-----------------------------------|--|
| 1. | Councilmember Paras-Caracci
Chamber Installation Dinner
June 23, 2021 | | <u>\$ 50.00</u> |
| 2. | Councilmember Paras-Caracci
California Contract Cities Fall Educational Summit
Indian Wells, CA
September 17 – 19, 2021 | Registration:
Hotel: | 650.00
<u>802.56</u>

<u>1,452.56</u> |
| 3. | Councilmember Kang
League of California Cities Annual Conference & Expo,
Sacramento, CA
September 22 - 24, 2021 | Registration:
Airfare
Hotel | 550.00
469.96
<u>867.77</u>

<u>1,887.73</u> |



Agenda Item: _____
CM Review: <u> <i>[Signature]</i> </u>
Fiscal Review: _____

AGENDA REPORT

MEETING DATE: July 13, 2021
TO: Mayor and Members of the City Council
FROM: Craig Hensley, Community Development Director
BY: Nick Baldwin, Associate Planner
SUBJECT: Municipal Code Amendment 2020-02

RECOMMENDATION: Staff recommends that the City Council introduce for first reading Ordinance 904 to replace in its entirety Duarte Development Code Chapter 19.60.160, to provide new development standards for accessory dwelling units that comply with State law; and to modify Chapter 19.160.050 related to definitions for accessory dwelling units

FISCAL IMPACT: None

BACKGROUND

On January 1, 2020, Assembly Bill 68, 587, 670, 671, and 881 and Senate Bill 13 became effective and amended various provisions of State law, including Government Code Sections 65852.2 and 65852.22, to limit and revise the standards cities may impose on accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs). The new law requires that State-mandated standards be adopted, but also allows the City to establish certain objective standards, primarily related to height and architectural requirements, which must be applied ministerially except where a property owner is seeking an exception to such standards. Much of the City's existing regulations regarding accessory dwellings have been invalidated by the new State law and must be substantially replaced to comply with the new State standards. The City has been in contact with the Department of Housing and Community Development (HCD), the State agency who reviews and regulates housing laws, including all new ADU regulations adopted by cities. HCD has provided a conceptual approval of the City's revised ADU ordinance.

This item was first heard at the November 16, 2020 Planning Commission meeting and continued due to concerns raised by interested parties that the previously proposed ordinance did not comply with State Law. Since that hearing, the draft ordinance was circulated to HCD to receive feedback several times. All of their comments were incorporated into the document to create the current version, which HCD determined to be acceptable. Once adopted by the Council, the ordinance must be relayed to HCD. Unless otherwise changed during the adoption process, Staff is confident HCD will not take issue with our ordinance. This item was last heard by the Planning Commission at their regular May 17, 2021 meeting and the resolution to recommend approval to the City Council was unanimously approved (Exhibit E, Staff Report).

DISCUSSION/ANALYSIS

When considering the new State ADU laws, it is very important to understand that those laws apply statewide and are, for the most part, not intended to be modified by local municipalities. Two primary examples of this overarching State control involve State Exemption ADU's and required parking. A statewide exemption ADU is an ADU of up to 800 square feet, 16 feet in height, and with 4 feet side and rear yard setbacks. ADU law requires that no lot coverage, floor area ratio, open space, or minimum lot size will preclude the construction of a statewide exemption ADU. These types of ADU's are exempt from almost all local development standards, except architectural design review. State ADU law was designed to discourage the application of local parking standards. Due to proximity of transit routes and bus stops, most ADU's cannot be required to provide on-site parking, including replacement parking if a garage is converted to an ADU.

There are currently 30 ADUs in the City and another 24 ADUs under construction or in the Planning process. Recent applications for this type of unit has significantly increased in the past few months and in consideration of this development trend, it is important for the City to have its own local ordinance. First, a local ordinance will establish development standards afforded under state law that will shape ADU development to align with character of the City. The ability to incorporate local development standards into ADU projects primarily occurs with ADU's that are larger and exceed the prerequisites of a State Exemption ADU. Second, the ordinance will create a set of regulations that are well organized and easily understood, which is necessary since the language from the State on this topic is derived from multiple laws and is confusing and difficult to interpret.

RECOMMENDATION

Staff recommends that the City Council introduce for first reading Ordinance 904 to replace in its entirety Duarte Development Code Chapter 19.60.160, to provide new development standards for accessory dwelling units that comply with State law; and to modify Chapter 19.160.050 related to definitions for accessory dwelling units

FISCAL IMPACT

None.

ATTACHMENTS

- A. Draft Ordinance 904 for Accessory Dwelling Units
- B. Amendment of Definition for Accessory Dwelling Units
- C. Ordinance 874 – Existing City Regulations for ADUs
- D. List of Accessory Dwelling Units in Duarte
- E. Staff Report—May 17, 2021 Planning Commission Meeting

ORDINANCE NO. 904

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADOPTING MUNICIPAL CODE AMENDMENT 2020-02 REPLACING IN ITS ENTIRETY DUARTE DEVELOPMENT CODE CHAPTER 19.60.160 REGARDING ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS; AND MODIFYING CHAPTER 19.160.050 RELATED TO DEFINITIONS FOR ACCESSORY DWELLING UNITS

WHEREAS, the City of Duarte acknowledges the value of accessory dwellings as a more affordable housing option and has long held a process for approval of this type of dwelling within the City; and

WHEREAS, effective January 1, 2020, several bills (Assembly Bill 68, 587, 670, 671, 881 and Senate Bill 13) amended various provisions of State law, including Government Code Section 65852.2, to limit and revise the standards cities may impose on second units (hereafter termed “accessory dwelling units” or “ADU”; and “junior accessory dwelling units” or “JADU”); and

WHEREAS, as amended, Government Code Sections 65852.2 and 65852.22 require that the City incorporate State-mandated standards for certain types of ADUs and JADUs; and

WHEREAS, in addition, Government Code Section 65852.2 allows the City to establish certain objective standards related to height and architectural requirements, which must be applied ministerially, except where a property owner is seeking an exception to such standards. The City currently has standards in place related to parking, height, setback, lot coverage, and architectural requirements, which have functioned to mitigate the impacts of ADUs and JADUs on parking, neighborhood density, and aesthetics, in addition to providing standards related to fire and life safety necessary for the preservation of the public health and safety, some of which were invalidated by the new State laws; and

WHEREAS, as of January 1, 2020, the City’s pre-existing ADU standards were superseded by State standards pursuant to Government Code Section 65852.2(a)(4), and the City is required to utilize these baseline standards until a compliant local ordinance is adopted; and

WHEREAS, notwithstanding any other ordinance or provision of the Duarte Development Code, no application for a building permit or other land use entitlement shall be accepted for processing or approved for an ADU and/or JADU proposed to be located in a residential zone unless it satisfies all the requirements in this Ordinance; and

WHEREAS, in accordance with Section 19.142.020 of the Duarte Development Code, Municipal Code Amendment 2020-02 replaces in its entirety Duarte Development Code Chapter 19.60.160, to provide new development standards for accessory dwelling units (“ADUs”) and

junior accessory dwelling units (“JADUs”) that comply with State law as set forth in this ordinance; and

WHEREAS, Planning Staff provided the draft ADU ordinance to the State Department of Housing and Community Development to confirm the ordinance’s consistency with state law and the ordinance was revised to incorporate all comments received and the City received conceptual approval in response; and

WHEREAS, notice of a public hearing of the Planning Commission on the proposed amendment was given in accordance with applicable law; and

WHEREAS, on May 17, 2021, the Planning Commission held a duly noticed public hearing to consider the ordinance and after consideration of the information presented at the hearing, recommended that the Duarte City Council adopt the proposed Ordinance amending Sections 19.60.160 and 19.160.050, to amend the zoning definitions, development standards, and parking standards to allow Accessory Dwelling Units and Junior Accessory Dwelling Units in Single-Family and Multi-family residential zones, consistent with applicable State laws; and

WHEREAS, notice of a public hearing of the City Council on the proposed Municipal Code Amendment 2020-02 was given in accordance with applicable law; and

WHEREAS, on July 13, 2021, the City Council of the City of Duarte held a duly noticed public hearing on the proposed Municipal Code Amendment 2020-02, and related environmental review. At the public hearing the City Council received and independently considered the staff report and all of the information, evidence, and testimony presented in connection with the foregoing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. REPLACE DEVELOPMENT CODE CHAPTER 19.60.160 IN ITS ENTIRETY. Replace Chapter 19.60.160 “Accessory dwelling units” in its entirety with new language that complies with the updated requirements in State law regarding accessory dwellings and establishes development standards, permit processes, and related definitions.

Chapter 19.60160 is reflected in “Exhibit A” attached hereto and made a part of this ordinance by reference.

SECTION 2. MODIFYING CHAPTER 19.160.050 RELATED TO DEFINITIONS FOR ACCESSORY DWELLING UNITS. Modify the definitions chapter of the of the Duarte Development Code by adding “Accessory Dwelling Unit” which provides a reference for a new definition for ADUs under and under “Dwelling Unit” as well as deleting a refence and a definition for “Second Dwelling Unit”.

Modifications to the definitions within the Duarte Development Code are illustrated in “Exhibit B” attached hereto and made a part of this ordinance.

SECTION 3. CEQA DETERMINATION. The City Council finds and determines that, pursuant to provisions of the California Environmental Quality Act (CEQA), the replacement of Chapter 19.60.160 to the Duarte Municipal Code to provide new development standards for ADUs and JADUs that comply with State law and the modification of Chapter 19.160.50 related to definitions for ADUs is exempt pursuant to statutory exemption Section 15282(h) of Title 14 of the California Code of Regulations.

The City Council further finds that the adoption of this Municipal Code Amendment will not result in negative impact to the environment; therefore, it is exempt from the provisions of CEQA and no further environmental review is necessary.

SECTION 4. 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 5. POSTING OF ORDINANCE. The City Clerk shall certify as to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner provided for in the Duarte Municipal Code.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect thirty (30) days following the second reading.

PASSED, APPROVED, AND ADOPTED on this 27th day of July 2021

Bryan Urias, Mayor

APPROVED AS TO FORM:

ATTEST:

David B. Cosgrove, City Attorney

Annamarie Porter, Interim City Clerk

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

I, Annamarie Porter, Interim City Clerk of the City of Duarte, California, do hereby certify that Ordinance No. 904 was duly introduced at a regular meeting of the City Council held on the 13th day of July, 2021, and was approved and adopted by the City Council of the City of Duarte, California, at a regular meeting of said City Council held on the 27th day of July, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk

EXHIBIT A

19.60.160- Accessory dwelling units.

- A. *Purpose.* The purpose of this section is to comply with Government Code sections 65852.2 and 65852.22 and recent amendments thereto, which allow the City to enact certain standards for the development of accessory dwelling units and junior accessory dwelling units in residential zones within the City. It is also the purpose of this section to ensure the availability of affordable housing for family members, students, and the elderly, among others, in the City while mitigating impacts to traffic, utilities, public health and safety and preserving the character of residential neighborhoods.
- B. *Applicability.* The provisions in this Section shall apply as defined below and where allowed in compliance with Article 2 (Zones, Allowable Uses, and Development Standards) and as permitted within this section.
1. "ACCESSORY DWELLING UNIT." Accessory dwelling unit (also "ADU," "second unit," or "granny unit") shall mean an attached or detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include a kitchen, a $\frac{3}{4}$ or full bath, and permanent provisions for living, sleeping, eating, cooking, sanitation, and storage on the same parcel where the primary single-family or multi-family residence is situated. An accessory dwelling unit also includes an "Efficiency Unit" as defined in Health and Safety Code section 17958.1 and a "Manufactured Home" as defined in Health and Safety Code section 18007.
 2. "ATTACHED ADU" shall mean a new ADU is constructed as a physical expansion (i.e. addition) to the primary dwelling and is attached to the single-family dwelling or multifamily dwelling unit by one or more common walls.
 3. "CONVERTED ADU" shall mean an ADU created within the interior of an Existing Structure that occupies part or all of the floor area of the existing structure. A converted ADU does not include an ADU that would: (a) increase the height of an existing structure; (b) require removal of more than 50 cubic yards as part of the excavation of an existing structure; or (c) increase the total floor area of the existing structure by more than 150 square feet beyond its existing physical dimensions for the purpose of accommodating ingress and egress.
 4. "DETACHED ADU" shall mean a new ADU that is located on the property

such that the unit does not share any walls with the single-family dwelling or multi-family dwelling unit, and the distance between the nearest point of any portion of the ADU and the single-family dwelling or multifamily dwelling unit is a minimum of six (6) feet.

5. "JUNIOR ACCESSORY DWELLING UNIT" (also known as "JUNIOR ADU" or "JADU") shall mean a unit that is between 150 and 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the existing structure.
6. "ADU KITCHEN" shall mean a sanitary cooking, food preparation, and storage area of the ADU that includes the following:
 - a. A cooking facility with permanent utility connections to electrical and/or gas-powered appliances;
 - b. A food preparation area that includes a sink, garbage disposal, and countertop;
 - c. A cabinet storage area that is of a reasonable size in relation to the size of the ADU.
7. "ACCESSORY DWELLING UNIT (ADU) AGREEMENT" means a legally binding agreement between a property owner and the City which sets forth those provisions necessary to ensure fulfillment of the requirements of this Division.

C. *Location and Zoning Requirements.* An Accessory Dwelling Unit may be located only on residentially zoned lots.

1. One detached, attached, or converted ADU may be constructed on a single-family residential lot.
2. One JADU may be constructed on a single-family residential lot zoned to allow residential use.
3. One JADU and one detached or converted ADU may be constructed on a single-family residential lot where the JADU and ADU meet the requirements in Government Code section 65852.2(e).
4. Up to two detached ADUs may be constructed on a multi-family lot where the detached ADUs meet the requirements in Government Code section 65852.2(e)
5. Converted ADUs may be built in multi-family residential dwellings, but the number of converted ADUs is limited to up to 25% of the total number of multi-family residential units where the converted ADUs meet the requirements in Government Code section 65852.2(e); however a

minimum of one ADU shall be permitted. Converted ADUs in multi-family zoned lots shall be limited to the portions of the dwellings that are non-living space.

6. Any ADU/JADU legally created shall be governed by the zoning regulations in effect at the time of approval.

D. *ADUs/JADU Restrictions.* All ADU/JADUs shall be subject to the following restrictions:

1. The development and use of the ADU/JADU shall only be valid and permitted based on the terms established in this Section.
2. A deed restriction shall be required for all ADUs/JADUs. Prior to obtaining a building permit for an ADU/JADU, a deed restriction shall be approved by the Community Development Director or his/her designee and the City Attorney, which shall include the restrictions and limitations identified in this Paragraph, along with specific information about the subject property and project. Prior to the issuance of a certificate of occupancy or granting of final inspection for the construction of the project, the applicant shall record the deed restriction with the County Recorder's Office and provide a copy of the final recorded deed restriction with the Community Development Department, stating that, amongst others:
 - a. An ADU/JADU deed restriction shall run with the land and shall be binding upon any successor in ownership of the property.
 - b. The ADU/JADU shall not be sold separately from the primary residence.
 - c. If the ADU/JADU is rented, it shall not be rented for a period of less than 30 consecutive days.
 - d. Owner-occupancy is required for parcels with a JADU, consistent with Paragraph G of this Section.
 - e. Owner-occupancy for all ADU/JADUs shall be required after January 1, 2025.
 - f. The ADU/JADU shall be restricted to the total floor area approved at the time of building permit issuance. Any owner wishing to incorporate the total floor area of the ADU/JADU back into the primary Dwelling Unit must request termination of the ADU/JADU use under this Section, satisfying all

zoning and development standards such as setbacks, floor area, lot coverage, and parking.

- g. A second unit may not have utility services separate from those of the main residential structure on the same property.
- h. The Owner and all successors in interest in the subject property shall maintain the ADU/JADU in accordance with all applicable regulations established in this Section and any approval granted by the City. Violations and lack of compliance with any provisions of this Section may result in legal action against the property Owner, including revocation of any right to maintain an ADU/JADU on the property.

E. *Review Process for ADUs and JADUs.*

- 1. Permit Review and Timelines. The Community Development Department Director or his/her designee shall ministerially review and approve an ADU/JADU permit application and shall not require a public hearing, provided that the submitted application is complete and demonstrates that the ADU/JADU complies with the requirements contained in this Section. Where an ADU/JADU permit application is submitted with an application for a single-family dwelling that is subject to design review under Chapter 19.122 of the Duarte Development Code, the ADU/JADU permit application will be considered separately without discretionary review or a public hearing.
 - a. ADU/JADU permit applications subject to ministerial approval shall be processed within the timelines established by California Government Code section 65852.2.
 - b. In addition to obtaining an ADU/JADU permit, the applicant shall be required to obtain a building permit, tree removal permit, if applicable, and other applicable construction permit requirements prior to the construction of the ADU/JADU.

F. *ADU Development Standards.* ADUs shall comply with the following development standards:

- 1. Studio and one bedroom ADUs shall not exceed 850 square feet of total floor area. ADUs with more than one bedroom shall not exceed 1,000 square feet of total floor area. In no case shall the ADU be less than 150 square feet.
- 2. An attached ADU shall not exceed 50% of the total floor area of the existing primary dwelling on the subject lot, however this requirement

shall not reduce the maximum allowable size to less than 800 square feet of total floor area.

3. An attached ADU shall not exceed the height and/or number of stories of the existing primary dwelling unit.
4. A detached ADU shall be limited to a maximum height of 16 feet and one story in height. Two story detached ADUs that include heights above 16 feet are allowed for existing or proposed detached garages where the first floor garage is maintained as off-street parking for two or more vehicles, and the second floor ADU is equal to or less than the footprint of the first floor garage itself.
5. The maximum lot coverage for the underlying zone may be exceeded to accommodate the construction of ADUs equal to or less than 800 square feet in total floor area. For ADUs greater than 800 square feet in total floor area, the Duarte Development Code requirements related to lot coverage, minimum landscape area, maximum hardscape area, and all other local development standards.
6. An ADU shall be similar in the building materials, color, style, massing, and form of the primary residence. Architectural details, including, but not limited to, wall modulation, windows, roof pitch and lines, eaves, fascia boards, and trim shall match the primary residence on the property, provided that no ADU shall include any second story balcony or similar open space on the second story.
7. Exterior lighting shall be shielded or directed so that it does not glare off-site or illuminate the primary residence or any adjacent property, where feasible.
8. An ADU shall have a separate exterior access. The exterior access shall be a standard exterior door and shall be located in a manner that will preserve, to the greatest extent feasible, the privacy of the primary residence and any adjoining residences and, to the greatest extent feasible, shall not be visible from the street. Access from the exterior access point of the ADU to the street are encouraged to be provided on a decorative paved pathway.
9. Any common wall separating an attached ADU from the primary dwelling unit and/or main building shall be soundproofed. Details of the proposed means of soundproofing shall be submitted with plans for construction.
10. When an ADU is attached to or converted within a primary dwelling that is required to have fire sprinklers, then the ADU shall also install fire sprinklers.

11. New detached ADUs shall install rooftop solar panels as required by the Building Code.
12. In addition to the off-street parking space(s) required for the primary residence, one off-street parking space shall be provided for each ADU, except when:
 - c. The ADU is located within one-half mile walking distance of Public Transit. For purposes of this chapter, "public transit" has the same meaning as in Government Code section 65852.2(j)(10).
 - d. The ADU is entirely or partially within a proposed or existing primary dwelling or other existing structure.
 - e. The ADU is located within a historic district.
 - f. On-street parking permits are required but not offered to the occupant of the ADU.
 - g. There is a City-approved and dedicated parking space for a car share vehicle located within one block of the ADU.
13. When the ADU is created by converting or demolishing a garage, carport or covered parking structure, replacement of covered parking space(s) eliminated by the construction of the ADU shall not be required as long as the ADU remains in use as a legal ADU. If the ADU is removed from use, the single-family or multifamily dwelling unit shall be required to comply with parking standards established in Chapter 19.38 of the Duarte Development Code as well as all other development standards applicable to the zoning district.
14. Required parking space(s) shall be a minimum of 20 feet in length. The required parking spaces for the ADU may be uncovered. For single-family residential properties, the only allowable driveways leading to required parking spaces shall be ones paved in Portland cement concrete.

G. *JADU Development Standards.* Junior Accessory Dwelling Units shall comply with the following:

1. The Owner of a parcel proposed for a JADU shall occupy as a principal residence either the single-family dwelling unit or the JADU. The JADU shall be considered to be in compliance with this code only so long as the owner occupies either the single-family dwelling unit or the JADU.

2. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.
3. The JADU shall be a minimum of 150 square feet and a maximum of 500 square feet of total floor area. The floor area of a shared sanitation facility shall not be included in the total floor area of the JADU.
4. One JADU may be constructed on a lot zoned for single-family residential use, where there is a single-family dwelling unit existing or proposed to be built on the lot. The JADU must be contained entirely within the walls of the existing or proposed single-family dwelling unit.
5. The JADU shall include an efficiency kitchen meeting the requirements of California Government Code section 65852.22.
6. Any common wall separating the JADU from the primary dwelling unit and/or main building shall be soundproofed. Details of the proposed means of soundproofing shall be submitted with plans for construction.
7. A separate exterior entry from the main entrance to the single-family dwelling shall be provided to serve a JADU.
8. A JADU may include separate sanitation facilities or may share sanitation facilities with the existing structure.
9. A JADU may not be connected to a detached ADU.
10. Any exterior improvements associated with the development of a JADU shall conform to zoning regulations and any existing land use entitlements on the property.
11. No additional parking is required for a JADU, unless the JADU is created from the conversion of existing, attached garage space. In this case, replacement off-street garage parking is required.

H. *Termination of Permit and Use for ADUs and JADUs.*

1. In his or her sole discretion, the Community Development Director may grant an owner's request to terminate an ADU/JADU permit and deed restriction. The Community Development Director shall consider the length of time such permit has been in force, the conditions of approval, the exceptions granted for the permit.
2. As a condition of termination, the Community Development Director shall require the owner to make modifications to the property to comply

with: (1) current building code requirements; and (2) current development standards in effect at the time the request is made to terminate the use of the ADU or JADU, including but not limited to, setbacks, heights, and parking. The owner shall apply for a building permit to make such modifications as required by the City's Building and Fire Codes.

3. In no case shall the ADU or JADU permit be terminated, if the proposed termination would require a variance to exceed the allowable lot coverage of the single-family dwelling unit.
4. Where a request is to terminate an ADU that was created from the conversion or demolition of a garage, carport, or covered parking structure, the garage, carport, or covered parking structure must be converted back to off-street parking.

I. Violations and Enforcement

1. Violations and Enforcement for units described in the subsection shall be in compliance with Chapter 19.154 of the Duarte Development Code.

EXHIBIT B

*Note (not for codification): Section 19.160.050 to Chapter 19.160 "Definitions," to Article 9 "Definitions," to Title 19 "Planning and Zoning," of the Duarte Municipal Code is amended as follows (deletion shown as ~~strikethrough~~ and addition as **bold** and underline):*

19.160.020 - "A" definitions.

Accessory Dwelling Unit. See "Dwelling Unit."

Accessory Use. See "Use."

Accessory Building or Structure. A structure that is physically detached from, secondary and incidental to, and commonly associated with the primary structure, and as may be further defined by the Building Code as requiring a Building Permit.

Acupuncture. A form of medical treatment involving the use of pressure, needles, or similar applications.

Administrative Variance. See "Variance."

Adult-Oriented Businesses. See Chapter 19.62 (Adult Business Uses).

Agriculture. All methods of production and management of crops, vegetation, and soil. This includes, but is not limited to, the related activities of tillage, fertilization, pest control, harvesting and marketing. Horticulture is not included.

Alcohol Sales, Off-Sale. Any establishment in which alcoholic beverages are sold, served, or given away for consumption off the premises. References to the establishment shall include any immediately adjacent area that is owned, leased, or rented, or controlled by the licensee.

Alcohol Sales, On-Sale. Any establishment in which alcoholic beverages are sold, served, or given away for consumption on the premises and which is applying for or has obtained any ABC Licenses for on-site consumption. References to the establishment shall include any immediately adjacent area that is owned, leased, or rented, or controlled by the licensee.

Alcohol Sales, On-Sale, Accessory Only. Any establishment that has all of the following characteristics:

- A. Alcoholic beverages are sold, served, or given away for consumption on site.
- B. The establishment will sell or sells alcoholic beverages only as an accessory use to a commercial recreation use. Examples include snack bars and concession stands at facilities sport venues (e.g., baseball, football, rugby, soccer, etc.). For the purposes of this definition, a snack bar or concession stand is an establishment that sells confections, snacks, or other light meals for consumption on-site and that provides no inside seating or drive-through service for customers.

Alley. A public thoroughfare or lane (not more than 30 feet wide) that affords only a secondary means of access to abutting property (see Figure 9-1).

Amateur Radio Antenna. An amateur radio antenna is an antenna at a height and dimension sufficient to accommodate amateur radio service communications in compliance with Part 97 of Title 47 of the Code of Federal Regulations (or successor regulations).

Ambulance Fleet Services. A base facility where ambulances and similar vehicles are parked and from which they are dispatched, and/or where ambulance vehicles and crews are not based at a hospital or fire department stand by for emergency calls.

Amendment. A change in the wording, context, or substance of this Development Code, or a change in the zone boundaries upon the zoning map which is a part of this Title, in the manner prescribed by the Development Code.

Animal Hospital/Clinic. See "Veterinary Services."

Animal Keeping. The keeping of domestic animals cared for and owned by the occupants of the residential property in accordance with the provisions of Title 8 of the Duarte Municipal Code.

Animal Sales and Services:

- **Animal Boarding/Kennels.** The commercial provision of shelter and care for dogs, cats, other household animals, and horses (where allowed), including activities associated with such shelter and care (e.g., feeding, exercising, grooming, and incidental medical care).
- **Animal Grooming.** The commercial provision of bathing and trimming services for dogs, cats, and other household animals permitted by this Development Code. Overnight boarding is not allowed.
- **Animal Retail Sales.** The retail sales of household animals within an entirely enclosed building. These uses include grooming, if incidental to the retail use, but specifically excludes boarding of animals other than those for sale.

Antenna Tower. See "Wireless Telecommunications Facilities."

Apiary. A facility where beehives of honey bees are housed (also known as a bee yard).

ARB. See "Architectural Review Board."

Arcade (Electronic Game Center). An establishment that provides more than four amusement devices, whether or not the devices constitute the primary use or an accessory or incidental use of the premises. Amusement devices mean an electronic or mechanical equipment, game, or machine that is played or used for amusement, which, when so played or used involves skill and which is activated by coin, key, or token, or for which the player or user pays money for the privilege of playing or using. See also "Internet/Cyber Cafe."

Architectural Review Board. The Architectural Review Board (ARB) of the City of Duarte.

Area Median Income. The median household income for Los Angeles County as provided by Section 50093(c) of the California Health and Safety Code.

Artist Studios. See "Studio - Art, Dance, Martial Arts, Music."

Assembly/Meeting Facilities, Public or Private. A facility for public or private assembly and meetings, exclusive of "Places of Religious Assembly," which is defined separately. Examples of these uses include:

- banquet rooms

- civic and private auditoriums
- community centers
- conference/convention facilities
- meeting halls for clubs and other membership organizations

ATM (Automated Teller Machine). An automated device used by the public to conduct banking and financial transactions electronically (i.e., withdrawing cash from, or depositing cash or checks into, a bank, savings, credit union, credit card or similar account). Does not apply to retail point-of-sale transactions within a fully enclosed location. Also refers to machines located on properties separate from financial institutions.

Attic. The area located between the top plate and the roof or ridge of a building, as further defined in the Building Code (see Figure 9-2).

Auto Repair. See "Vehicle Repair and Service."

Auto Service or Servicing. See "Vehicle Repair and Service."

Auto Accessory Service. See "Vehicle Repair and Service."

Automatic Controller. A mechanical or solid-state irrigation system timer capable of operating irrigation valve stations to set the days and length of time of a water application.

19.160.050 - "D" definitions.

Day Care, General. Establishments that provide nonmedical care for 15 or more persons on a less than a 24-hour basis, including nursery schools, preschools, and day care centers for children or adults. Such use must comply with all applicable State regulations, and specifically those set forth in the California Health and Safety Code commencing with Section 1596.70, to be considered a General Day Care facility. General Day Care establishments may be accessory to an industrial, commercial or institutional use, as may be allowed by Article 2 of this Development Code.

Day Care, Limited. Nonresidential, nonmedical care and supervision of 14 or fewer persons on a less than 24-hour basis.

- Child Day Care:
 - Child Care Home, Small Family (8 or fewer children). Day care facilities located in single-family dwellings where an occupant of the dwelling provides care and supervision for eight or fewer children. Children under the age of 10 years who reside in the dwelling count as children served by the day care facility. Such use must comply all applicable State regulations, and specifically those set forth in the California Health and Safety Code commencing with Section 1596.70, to be considered a small family child care home.
 - Child Care Home, Large Family (9 to 14 children). Day care facilities located in single-family dwellings where an occupant of the dwelling provides care and supervision for nine to 14 children. Children under the age of 10 years who reside in the dwelling count as children served by the day care facility. Such use must comply

all applicable State regulations, and specifically those set forth in the California Health and Safety Code commencing with Section 1596.70, to be considered a large family child care home.

- Fifteen or more children. See "Day Care, General" for facilities serving 15 or more children.
- Adult Day Care. See "Day Care, General."

Developer. Any person, firm, partnership, association, joint venture, corporation, or any entity or combination of entities, which seeks city permits or approvals for all or part of a development.

Development Agreement. Means an agreement entered into between the city and a developer pursuant to Section 65864 of the California Government Code.

Discretionary Approval.

1. Any entitlement or approval required by Title 18 or Title 19 of this code, including but not limited to, conditional use permit, variance, and subdivision map, or
2. Architectural design review approval, if no other entitlement or approval is required by Title 18 or Title 19 of this code.

Donation Box. A bin, storage shed, or similar facility measuring no more than eight feet wide by eight feet long and eight feet high, and established as an accessory use to a primary use for the purpose of providing a collection location for donated clothes, shoes, and small household items. Such facilities generally are established by a charitable or non-profit organization.

Drive-Through or Drive-Up Facilities. An establishment that sells products or provides services to occupants in vehicles, including drive-in or drive-up windows and drive-through services. Examples include fast food restaurants, banks, and pharmacies.

Drip Irrigation. A method of micro-irrigation wherein water is applied to the soil surface as drops or small streams through emitters.

Drought-tolerant Plants. Plants that require less water because they are adapted to regions with frequent drought or to soils with low water-holding capacity.

Dwelling. A structure or portion thereof designed exclusively for permanent residential purposes, but not including hotels, motels, emergency shelters, or extended stay locations.

- **Accessory Dwelling Unit. An attached or detached dwelling unit which provides complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as an existing qualified primary dwelling unit is situated.**
- Dwelling Unit. Any structure or portion thereof designed for living and sleeping purposes that contains independent cooking and sanitation facilities.
- Multi-Family Dwelling Unit. A structure or portion thereof containing three or more dwelling units designed for the independent occupancy of three or more households.
- Primary Dwelling Unit. An existing single-unit residential structure on a single lot with provisions for living, sleeping, eating, a single kitchen for cooking, and sanitation facilities, and occupied by one household.

- Single-Family Dwelling Unit. A detached structure containing no more than one dwelling unit which, regardless of form of ownership, is designed and/or used to house not more than one household, including all domestic employees for such household.
- ~~Second Dwelling Unit. An attached or detached dwelling unit which provides complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as an existing qualified primary dwelling unit is situated.~~
- Two-Family Dwelling (Duplex) Unit. A building containing two complete dwelling units designed for the independent occupancy of two households.
- See also "Manufactured Housing" and "Mobile Housing Unit."

19.160.200 - "S" definitions.

Schools, Public and Private. A public or private academic educational institution, including boarding schools; colleges and universities; elementary, middle/junior, and high schools; military academies; and businesses providing instruction in arts and languages. This definition does not include trade schools or non-tuition part-time instruction at places of religious assembly. See "Education Facility."

~~Second Dwelling Unit. "See "Dwelling Unit."~~

Secondary Use. See "Use."

Secondhand Store. A business involved in the retail sale of used goods and merchandise, whereby the sale of such used goods and merchandise comprise 25 percent or more of total monthly sales volume. This definition does not include pawn shops.

Self-service Display. The display or storage of products in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.

Senior Citizen. Generally, any person 62 years of age or older. However, for purposes of any State or federal housing programs, the age may be 55 years or older.

Sensitive Use. See "Use."

Setback. The distance from which a structure, parking area, or other development feature must be separated from a prescribed lot line, easement, or other structure or development feature (see Figure 9-7)

- Front Setback. The minimum distance required between a structure and the front property line.
- Primary Building Line. That portion of the front yard area defined by the space between the front property line and the entire building frontage of the primary structure, whether or not all facade portions of the primary structure coincide with the front setback line (see Figure 9-7).

- Side Setback. The minimum distance required between a structure and a side property line.
- Rear Setback. The minimum distance required between a structure and the rear property line.

Shopping Center. Commercial sites that are primarily retail with two or more separate businesses managed as a total entity and sharing common access, circulation, signage and pedestrian and parking areas so that a public right-of-way does not need to be used to get from business to another. General guidelines follow, but the Director may make a determination on a case-by-case basis.

- Neighborhood. A shopping center that provides a limited number of frequent or recurrently needed personal items or services for residents in an immediate neighborhood that generally has up to 100,000 square feet of combined gross leasable area, without a significant anchor store, and draws its clientele from a five-minute driving radius from the center.
- Community. A shopping center that provides a variety of retail or personal services for patrons that contains approximately 100,000 to 250,000 square feet of combined gross leasable area, may have up to two anchor stores, has a site of 5 or more acres, and draws its clientele from about a 10-minute drive from the center.
- Regional. A shopping center that contains a wide range of retail and service establishments, including at least three anchor stores, having at least 250,000 square feet of combined gross leasable space, and draws its clientele from as much as a 45 minute drive from the center.

Sign. See Chapter 19.42 (Signs).

Single-family Dwelling. See "Dwelling, Single-family."

Site. A lot or group of contiguous lots not divided by any alley, street, other right-of-way or city limit that is proposed for development in accord with the provisions of this Development Code, and is in a single ownership or has multiple owners, all of whom join in an application for development.

Special Events and Temporary Uses. Any activity of limited duration that is permitted through the issuance of a Temporary Use Permit, see Chapter 19.124 (Temporary Use Permits). This definition includes carnivals, farmers' markets, seasonal sales, and promotional events.

Specific Plan. Under Article 8 of the Government Code (Section 65450 et seq.), a legal tool for detailed design and implementation of a defined portion of the area covered by a General Plan. A specific plan may include all detailed regulations, conditions, programs, and/or proposed legislation which may be necessary or convenient for the systematic implementation of any General Plan element(s).

Static water pressure. The pipeline or municipal water supply pressure when water is not flowing.

Storage:

- Storage—Accessory. The indoor storage of materials accessory and incidental to the primary use is not considered a land use separate from the primary use.

- Storage—Outdoor. The storage of various materials outside of a structure other than fencing, either as an accessory or primary use.
- Storage—Personal Storage Facility. See "Personal Storage."

Story. The portion of a building included between the upper surface of any floor and the upper surface of the next floor above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling above. See also "Basement" and "Attic."

Structure. Anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground (see Figure 9-8), except for walls and fences.

- Accessory Structure. See "Accessory Structure."
- Attached Structure. Any structure that has a wall or roof in common with another structure.
- Primary Structure. A structure that is conducted as the primary or predominant use of the lot and/or building site.

Studio - Art, Dance, Martial Arts, Music. Small-scale instructional facilities, typically accommodating one group of students at a time, in no more than one instructional space. Examples include: individual and group instruction and training in the arts, production rehearsal, photography and the processing of photographs produced only by users of the studio facilities, martial arts training studios, and gymnastics instruction. Also includes production studios for individual filmmakers, musicians, painters, sculptors, photographers, and other artists. These uses may also include accessory retail sales of products related to the services provided.

Substantial Rehabilitation or Substantially Rehabilitated. The substantial rehabilitation of a dwelling unit(s) as defined in Section 33413(b)(2)(iv) of the California Health and Safety Code.

Supermarket. A self-service grocery and associated consumer goods store divided into departments and also offering prepared foods and food service. May include secondary uses within the store for visitor convenience, such as banking services, retail sales of non-food items, and a pharmacy,

Swap Meet. Any event at which two or more persons offer personal property, new and/or used, for sale or exchange and at which a fee is charged for the privilege of offering or displaying personal property for sale or exchange, and/or at which a fee is generally charged to prospective buyers for admission to the area where personal property is offered or displayed for sale or exchange.

ORDINANCE NO. 874

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA AMENDING SECTIONS 19.10.020.A (Table 2-1 and Table 2-2) ALLOWED USES AND PERMIT REQUIREMENTS FOR SINGLE FAMILY AND MULTIFAMILY ZONES; 19.38.050.A (TABLE 3-4) OFF-STREET PARKING REQUIREMENTS FOR RESIDENTIAL USES; 19.60.160 SECOND DWELLING UNITS; AND MODIFICATIONS TO DEFINITIONS IN SECTIONS 19.160.020, 19.160.050 AND 19.160.200 OF THE DUARTE DEVELOPMENT CODE RELATING TO THE REGULATIONS AND APPROVAL OF ACCESSORY (SECOND) DWELLING UNITS WITHIN THE CITY OF DUARTE

WHEREAS, the City of Duarte ("City") seeks to ensure that the City's zoning laws are consistent with the goals, policies and standards set forth in the City's General Plan, federal law, and state law as it relates to the regulation and approval of second dwelling units within the City; and

WHEREAS, on September 27, 2016, Governor Brown approved California Assembly Bill 2299 ("AB 2299") and California Senate Bill 1069 ("SB 1069"), which change the manner in which second dwelling units (now called "accessory dwelling units") must be regulated and processed by local agencies;

WHEREAS, effective January 1, 2017, AB 2299 and SB 1069, codified at Gov. Code §§ 65852.2, 65582.1, 65583.1, 65589.4, 65852.150, and 66412.2, adopt new requirements for local agencies' regulation of accessory dwelling units and approval of applications for accessory dwelling units; and

WHEREAS, AB 2299 and SB 1069 further provide that in the event a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of the new legislation, any conflicting provisions shall be null and void upon January 1, 2017, unless and until the agency adopts an ordinance that complies with AB 2299 and SB 1069; and

WHEREAS, the proposed amendments to the Duarte Development Code are intended to ensure the City's procedural and substantive requirements for accessory dwelling units are consistent with the above-described recent changes to State law; and

WHEREAS, after the duly noticed public hearing, held on February 21, 2017, the Planning Commission adopted Resolution No. PC 17-08 recommending the City Council adopt and approve the proposed code amendments; and

WHEREAS, the proposed amendments to the Duarte Municipal Code are set forth in the attached Exhibit A to this Ordinance (the "Code Amendments")

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

SECTION 1: Recitals. The foregoing recitals are true and correct and are incorporated herein as through set forth in full.

SECTION 2: Adoption. Sections 19.10.020.A (Table 2-1 and Tale 2-2) allowed uses and permit requirements for single family and multifamily zones; 19.38.050.A (Table 3-4) off-street parking requirements for residential uses; 19.60.160 second dwelling units; and modifications to definitions in Sections 19.160.020, 19.160.050, and 19.160.200 of the Duarte Development Code are hereby amended to read as set forth in Exhibit A, attached to this Ordinance and incorporated herein by this reference.

SECTION 3: No Changes to Permitted Uses/Density. Nothing in this Ordinance shall be interpreted to allow any land use which is not expressly listed as permitted or conditionally permitted within the City's Zoning Code and General Plan.

SECTION 4: CEQA Determination. In adopting this Ordinance, the City Council finds that the project is in compliance with the California Environmental Quality Act pursuant to Public Resources Code Section 21000 *et seq.* (CEQA), and State regulations in Title 14 of the California Code of Regulations, Section 15000 *et seq.* (CEQA Guidelines) because the project is

categorically exempt from CEQA pursuant to Title 14 California Code of Regulations Sections 15061(b)(3); 15303; 15332; and 15378, in that it can be seen with certainty that the adoption of the Development Code amendments propose no activity that may have a significant effect on the environment and will not cause a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment; pertain to new construction or conversion of small structures; and would qualify as infill development.

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

SECTION 6: Effective Date. This Ordinance shall become effective thirty (30) days after its passage and adoption.

SECTION 7: Within fifteen (15) days of the date of adoption of this Ordinance, the City Clerk shall post a copy of said Ordinance in places designated for such posting and shall certify to the same. The City Clerk shall certify the passage of this Ordinance and shall cause the same to be published as required by law.

PASSED AND APPROVED on this 11th day of April, 2017.

/s/ Margaret Finlay
Mayor Margaret Finlay

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Ordinance No. 874 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 11th day of April, 2017, by the following Roll Call vote:

AYES: Councilmembers: Fasana, Kang, Paras-Caracci, Reilly, Finlay

NOES: Councilmembers: None

ABSENT: Councilmembers: None

/s/ Marla Akana
City Clerk Marla Akana
City of Duarte, California

19.10.020 - Land use and permit requirements.

A. Allowed land uses.

1. Tables 2-1 and 2-2 indicate the uses allowed within each residential zone and any permits required to establish the use, pursuant to Article 7 (Permit Processing Procedures) and Article 8 (Development Code Administration).
2. Residential uses represent the primary allowed use, and only those additional uses that are complementary to, and can exist in harmony with, the residential character of each zone may be allowed as accessory, conditionally permitted, and/or temporary uses. Accessory uses deemed appropriate may only be permitted when provided as a secondary use on property for which a legally permitted/allowed residential unit exists or is proposed in conjunction with establishment of the accessory use, except as may be otherwise allowed in Article 6 (Nonconformities).
3. Land uses that are not listed in Tables 2-1 and 2-2 or are not shown in a particular zone are not allowed (see Uses Not Classified in Section 19.04.040), except as otherwise provided by Section 19.04.020 (Rules of Interpretation).
4. Where the last column in the Tables 2-1 and 2-2 includes a Chapter or Section number, the regulations in the referenced Chapter or Section shall apply to the use. Provisions in other Sections of this Development Code may also apply as indicated in Section 19.10.090 (Other Applicable Regulations).
5. See Article 9 (Definitions) for land use definitions and explanations.

TABLE 2-1 ALLOWED USES AND PERMIT REQUIREMENTS	Single-Family and Two-Family Residential Zone Permit Requirements							
	P = Permitted By Right A = Permitted as Accessory Use MUP = Minor Use Permit CUP = Conditional Use Permit — = Not Allowed							
Land Use	R-1	R-1A	R-1B	R-1D	R-1E	R-1F	R-2	Specific Use Regulations
Residential Uses								

EXHIBIT A

Single-Family Dwellings	P	P	P	P	P	P	P	See Table 7-2 (Article 7) for Site Plan Review Requirements. See 19.10.050 for R-1D zone special requirements. See 19.10.080 (Manufactured Homes)
Multi-Family Dwellings	—	—	—	—	—	—	—	
Two-Family Dwellings (Duplex)	—	—	—	—	—	—	P	
Mobile Housing Unit	—	—	—	—	—	—	—	
Second Accessory Dwelling Unit	A	A	A	A	A	A	A	See 19.60.160 (Second Accessory Dwelling Units)
Care Uses								
Child Care Home - Large Family	A	A	A	A	A	A	A	See 19.60.100 (Large and Small Family Child Day Care Facilities)
Child Care Home - Small Family	A	A	A	A	A	A	A	
Day Care General - 15 or more children	—	—	—	—	—	—	—	
Agriculture and Animal-Related								
Animal Keeping	A	A	A	A	A	A	A	As regulated by Title 8 (Animals) of the Municipal Code

EXHIBIT A

Horse Keeping	—	—	—	MUP	A	A	—	See 19.60.080 (Horse Keeping)
Horticulture - Private	A	A	A	A	A	A	A	
Other Uses								
Accessory Structures and Uses	A	A	A	A	A	A	A	See 19.60.020 (Accessory Uses)
Educational Institution - Private	CUP	CUP	CUP	CUP	CUP	CUP	CUP	
Golf Course, Country Club	CUP	CUP	CUP	CUP	CUP	CUP	CUP	
Home Occupations	A	A	A	A	A	A	A	See 19.60.070 (Home Occupations)
Places of Religious Assembly	CUP	CUP	CUP	CUP	CUP	CUP	CUP	See 19.60.140 (Places of Religious Assembly)
Recreational Vehicle Parking (Open/outdoor parking)	A	A	A	A	A	A	A	See 19.38.160 (Recreational Vehicle Parking in Residential Zones)
Temporary Uses	See Chapter 19.124 (Temporary Use Permits)							
Utilities	CUP	CUP	CUP	CUP	CUP	CUP	CUP	

EXHIBIT A

TABLE 2-2 ALLOWED USES AND PERMIT REQUIREMENTS FOR MULTI- FAMILY RESIDENTIAL ZONES		P = Permitted by Right A = Permitted as Accessory Use MUP = Minor Use Permit CUP = Conditional Use Permit — = Not Allowed		
Land Use	R-3	R-4	R- MH	Specific Use Regulations
Residential Uses				
Single-Family Dwellings	P	P	—	See 19.10.080 for Manufactured Housing.
Multi-Family Dwellings	P	P	—	
Two-Family Dwellings (Duplex)	P	P	—	
Mobile Homes	—	—	P	Applies to establishment of a single mobile home in an existing mobile home park
Mobile Home Parks			CUP	Applies to establishment of a new mobile home park
Care Uses				
Child Care Home - Large Family	—	—	—	See 19.60.100 (Large and Small Family Child Day Care Facilities)
Child Care Home - Small Family	A	A	A	
Day Care Facility - 15 or more	CUP	CUP	—	
Residential Care	CUP	CUP	—	

EXHIBIT A

Facilities				
Agriculture and Animal-Related				
Animal Keeping	A	A	A	As regulated by Title 8 (Animals) of the Municipal Code.
Horticulture - Private	A	A	A	
Other Uses				
Accessory Structures and Uses	A	A	A	See 19.60.020 (Accessory Uses) See 19.60.160 (Accessory Dwelling Unit)
Educational Facilities - Private	CUP	CUP	CUP	
Golf Course, Country Club	CUP	CUP	CUP	
Home Occupations	A	A	A	See 19.60.070 (Home Occupations)
Places of Religious Assembly	CUP	CUP	CUP	See 19.60.140 (Places of Religious Assembly)
Recreational Vehicle Parking (open/outdoor parking)	—	—	A	See 19.38.160 (Recreational Vehicle Parking in Residential Zones)
Temporary Uses	See Chapter 19.124 (Temporary Use Permits)			
Utilities	CUP	CUP	CUP	

EXHIBIT A

19.38.050 - Off-street parking space requirements

TABLE 3-4 OFF-STREET PARKING REQUIREMENTS RESIDENTIAL USES	
Land Use	Parking Spaces Required
Single-Family Dwellings (Attached and Detached) and Two-Family Dwellings	2 per dwelling unit in a garage for units with up to 4 bedrooms; 3 per dwelling unit in a garage for units with 5 or more bedrooms. See also 19.38.050(I).
Second Accessory Dwelling Unit	1 per second accessory dwelling unit; a minimum of 2 enclosed per site a minimum of 2 – 3 enclosed parking spaces within a garage is required depending upon total number of bedrooms on the property (in association with primary unit).
Multi-Family Dwellings	2 per unit in a garage, plus overflow and guest parking as follows: 1 overflow parking space per each 4 units 1 guest parking space per each 4 units See also 19.38.050(F) and (I).
Mobile Home Parks	1 per mobile home space plus 1 for each mobile home space for guest parking; guest parking to be separate from mobile home spaces
Live/Work Units	2 spaces per unit in a garage plus customer parking as determined through the Conditional Use Permit.
Senior Housing (when restricted to age 62 and older)	1 space per 1-bedroom unit. 2 spaces for each 2-bedroom unit.
Conversions of Existing Covered Parking Spaces for Single-Unit Dwelling	2 per unit in garage
Large and Small Family Child Day Care Facilities	Spaces required for dwelling unit only, plus 1 per each permanent non-resident employee

EXHIBIT A

19.60.160 – ~~Second~~ **Accessory** dwelling units.

- A. Purpose. This Section provides locational, developmental, and operational standards for ~~second~~ **accessory** dwelling units.
- B. Applicability. The provisions in this Section shall apply to ~~second~~ **accessory** dwelling units as defined in Article 9 and where allowed in compliance with Article 2 (Zones, Allowable Uses, and Development Standards) and the following standards.
- C. City standards. A ~~second~~ **accessory** dwelling unit as authorized by Government Code Section 65852.2 shall comply with all of the following locational and developmental standards:
 - 1. The ~~second~~ **accessory** dwelling unit shall comply with all of the development standards applicable to the specific residential zone in which it is located.
 - 2. ***The lot is zoned for single-family or multifamily use and contains an existing, single-family dwelling.***
 - 3. The parcel proposed for the ~~second~~ **accessory** dwelling unit shall contain a minimum of 6,000 square feet, ***unless the accessory dwelling unit is located entirely within an existing structure.***
 - 4. Either the primary unit or the ~~second~~ **accessory** dwelling unit shall be occupied as a primary residence by the property owner.
 - 5. There shall not be more than one ~~second~~ **accessory** dwelling unit on each parcel.
 - 6. The ~~second~~ **accessory** dwelling unit shall be physically attached to the primary residence ~~and shall be designed so that it can revert back to being used as an integral portion of the attached single-family residence in the event that the unit is no longer used as a second dwelling unit~~ ***or located within the living area of the primary residence or detached from the primary residence and located on the same lot as the primary residence.***
 - 7. Colors, materials, roof form, windows, and window trim shall match those of the primary structure.
 - 8. The ***attached*** ~~second~~ **accessory** dwelling unit shall be designed to maintain the appearance of a single-family dwelling.
 - 9. The maximum floor area of the ~~second~~ **accessory** dwelling unit shall comply with the following:
 - a. ~~The maximum floor area of the second dwelling unit shall not exceed 700 square feet.~~ ***Attached or detached accessory dwelling units shall not exceed fifty percent of the total floor area, excluding garages, of the existing dwelling unit up to a maximum of 400 square feet, for lot sizes up to 15,000 square feet.***

EXHIBIT A

- b. ~~The maximum floor area of the second dwelling unit may be allowed to increase up to 1,200 square feet, provided the unit is deed restricted to be affordable to low-income households. **Attached or detached accessory dwelling units, shall not exceed fifty percent of the total floor area, excluding garages, of the existing dwelling unit up to a maximum of 700 square feet, for lot sizes greater than 15,000 square feet.**~~
- 10. **An accessory dwelling unit shall not contain more than one bedroom, which shall comply with the minimum bedroom size required by the Building Code.** ~~The maximum number of allowable bedrooms within the second dwelling unit shall comply with the following:~~
 - a. ~~The second dwelling unit shall not contain more than two bedrooms, which shall comply with the minimum bedroom size required by this Development Code.~~
 - b. ~~A maximum of three bedrooms shall be allowed for second dwelling units over 700 square feet in size, when deed restricted to be affordable to low-income households.~~
- 11. In addition to all other required off-street parking, there shall be at least one additional off-street parking space for the second **accessory** dwelling unit. The parking space may be uncovered and may be in tandem with the existing off-street parking facilities. **However, these parking standards shall not be imposed on accessory units in any of the following instances:**
 - a. **The accessory dwelling unit is located within one-half mile of public transit. Public transit is hereafter defined as a "Major Transit Stop", pursuant to Public Resources Code 21094.5.5.**
 - b. **The accessory dwelling unit is located within an architecturally and historically significant historic district.**
 - c. **The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.**
 - d. **When on-street parking permits are required but not offered to the occupancy of the accessory dwelling unit.**
 - e. **When there is a car share vehicle located within one block of the accessory dwelling unit.**
- 12. At the time that the second **accessory** dwelling unit is assigned a street address, it may be given the primary residential numerical address with the alphabetical letter "A" following the numerical designation.
- 13. All gas, sewer, water, and other utility hook-ups shall be part of the primary dwelling unit.
- 14. **Approval by the local health officer where a private sewage disposal system is being used, if required.**

EXHIBIT A

15. The ~~second~~ **accessory** dwelling unit shall comply with all building, safety, fire and health codes, and all other applicable laws and regulations.
16. ~~A site plan~~ **Conceptual development plans** and elevations shall be subject to Site Plan and Design Review before the issuance of any Building Permits for the ~~second~~ **accessory** dwelling unit in compliance with Chapter 19.122 (Site Plan and Design Review).
17. A deed restriction, in a form satisfactory to the City Attorney, shall be recorded with the County Recorder to evidence and give notice of the requirements of this Section, and a conformed copy submitted to the City before final building (occupancy) approval.
18. A yearly administrative hearing and/or inspection, if warranted, shall be held by the Director to ensure compliance with all applicable conditions, standards, and terms.

EXHIBIT A

19.160.020 - "A" definitions.

Accessory Dwelling Unit. See "Dwelling Unit."

Accessory Use. See "Use."

Accessory Building or Structure. A structure that is physically detached from, secondary and incidental to, and commonly associated with the primary structure, and as may be further defined by the Building Code as requiring a Building Permit.

Acupuncture. A form of medical treatment involving the use of pressure, needles, or similar applications.

Administrative Variance. See "Variance."

Adult-Oriented Businesses. See Chapter 19.62 (Adult Business Uses).

Agriculture. All methods of production and management of crops, vegetation, and soil. This includes, but is not limited to, the related activities of tillage, fertilization, pest control, harvesting and marketing. Horticulture is not included.

Alcohol Sales, Off-Sale. Any establishment in which alcoholic beverages are sold, served, or given away for consumption off the premises. References to the establishment shall include any immediately adjacent area that is owned, leased, or rented, or controlled by the licensee.

Alcohol Sales, On-Sale. Any establishment in which alcoholic beverages are sold, served, or given away for consumption on the premises and which is applying for or has obtained any ABC Licenses for on-site consumption. References to the establishment shall include any immediately adjacent area that is owned, leased, or rented, or controlled by the licensee.

Alcohol Sales, On-Sale, Accessory Only. Any establishment that has all of the following characteristics:

- A. Alcoholic beverages are sold, served, or given away for consumption on site.
- B. The establishment will sell or sells alcoholic beverages only as an accessory use to a commercial recreation use. Examples include snack bars and concession stands at facilities sport venues (e.g., baseball, football, rugby, soccer, etc.). For the purposes of this definition, a snack bar or concession stand is an establishment that sells confections, snacks, or other light meals for consumption on-site and that provides no inside seating or drive-through service for customers.

Alley. A public thoroughfare or lane (not more than 30 feet wide) that affords only a secondary means of access to abutting property (see Figure 9-1).

Amateur Radio Antenna. An amateur radio antenna is an antenna at a height and dimension sufficient to accommodate amateur radio service communications in compliance with Part 97 of Title 47 of the Code of Federal Regulations (or successor regulations).

EXHIBIT A

Ambulance Fleet Services. A base facility where ambulances and similar vehicles are parked and from which they are dispatched, and/or where ambulance vehicles and crews are not based at a hospital or fire department stand by for emergency calls.

Amendment. A change in the wording, context, or substance of this Development Code, or a change in the zone boundaries upon the zoning map which is a part of this Title, in the manner prescribed by the Development Code.

Animal Hospital/Clinic. See "Veterinary Services."

Animal Keeping. The keeping of domestic animals cared for and owned by the occupants of the residential property in accordance with the provisions of Title 8 of the Duarte Municipal Code.

Animal Sales and Services:

- **Animal Boarding/Kennels.** The commercial provision of shelter and care for dogs, cats, other household animals, and horses (where allowed), including activities associated with such shelter and care (e.g., feeding, exercising, grooming, and incidental medical care).
- **Animal Grooming.** The commercial provision of bathing and trimming services for dogs, cats, and other household animals permitted by this Development Code. Overnight boarding is not allowed.
- **Animal Retail Sales.** The retail sales of household animals within an entirely enclosed building. These uses include grooming, if incidental to the retail use, but specifically excludes boarding of animals other than those for sale.

Antenna Tower. See "Wireless Telecommunications Facilities."

Apiary. A facility where beehives of honey bees are housed (also known as a bee yard).

ARB. See "Architectural Review Board."

Arcade (Electronic Game Center). An establishment that provides more than four amusement devices, whether or not the devices constitute the primary use or an accessory or incidental use of the premises. Amusement devices mean an electronic or mechanical equipment, game, or machine that is played or used for amusement, which, when so played or used involves skill and which is activated by coin, key, or token, or for which the player or user pays money for the privilege of playing or using. See also "Internet/Cyber Cafe."

Architectural Review Board. The Architectural Review Board (ARB) of the City of Duarte.

Area Median Income. The median household income for Los Angeles County as provided by Section 50093(c) of the California Health and Safety Code.

Artist Studios. See "Studio - Art, Dance, Martial Arts, Music."

EXHIBIT A

Assembly/Meeting Facilities, Public or Private. A facility for public or private assembly and meetings, exclusive of "Places of Religious Assembly," which is defined separately. Examples of these uses include:

- banquet rooms
- civic and private auditoriums
- community centers
- conference/convention facilities
- meeting halls for clubs and other membership organizations

ATM (Automated Teller Machine). An automated device used by the public to conduct banking and financial transactions electronically (i.e., withdrawing cash from, or depositing cash or checks into, a bank, savings, credit union, credit card or similar account). Does not apply to retail point-of-sale transactions within a fully enclosed location. Also refers to machines located on properties separate from financial institutions.

Attic. The area located between the top plate and the roof or ridge of a building, as further defined in the Building Code (see Figure 9-2).

Auto Repair. See "Vehicle Repair and Service."

Auto Service or Servicing. See "Vehicle Repair and Service."

Auto Accessory Service. See "Vehicle Repair and Service."

Automatic Controller. A mechanical or solid-state irrigation system timer capable of operating irrigation valve stations to set the days and length of time of a water application.

EXHIBIT A

19.160.050 - "D" definitions.

Day Care, General. Establishments that provide nonmedical care for 15 or more persons on a less than a 24-hour basis, including nursery schools, preschools, and day care centers for children or adults. Such use must comply with all applicable State regulations, and specifically those set forth in the California Health and Safety Code commencing with Section 1596.70, to be considered a General Day Care facility. General Day Care establishments may be accessory to an industrial, commercial or institutional use, as may be allowed by Article 2 of this Development Code.

Day Care, Limited. Nonresidential, nonmedical care and supervision of 14 or fewer persons on a less than 24-hour basis.

- **Child Day Care:**
 - **Child Care Home, Small Family (8 or fewer children).** Day care facilities located in single-family dwellings where an occupant of the dwelling provides care and supervision for eight or fewer children. Children under the age of 10 years who reside in the dwelling count as children served by the day care facility. Such use must comply all applicable State regulations, and specifically those set forth in the California Health and Safety Code commencing with Section 1596.70, to be considered a small family child care home.
 - **Child Care Home, Large Family (9 to 14 children).** Day care facilities located in single-family dwellings where an occupant of the dwelling provides care and supervision for nine to 14 children. Children under the age of 10 years who reside in the dwelling count as children served by the day care facility. Such use must comply all applicable State regulations, and specifically those set forth in the California Health and Safety Code commencing with Section 1596.70, to be considered a large family child care home.
 - **Fifteen or more children.** See "Day Care, General" for facilities serving 15 or more children.
- **Adult Day Care.** See "Day Care, General."

Developer. Any person, firm, partnership, association, joint venture, corporation, or any entity or combination of entities, which seeks city permits or approvals for all or part of a development.

Development Agreement. Means an agreement entered into between the city and a developer pursuant to Section 65864 of the California Government Code.

Discretionary Approval.

1. Any entitlement or approval required by Title 18 or Title 19 of this code, including but not limited to, conditional use permit, variance, and subdivision map, or

EXHIBIT A

2. Architectural design review approval, if no other entitlement or approval is required by Title 18 or Title 19 of this code.

Donation Box. A bin, storage shed, or similar facility measuring no more than eight feet wide by eight feet long and eight feet high, and established as an accessory use to a primary use for the purpose of providing a collection location for donated clothes, shoes, and small household items. Such facilities generally are established by a charitable or non-profit organization.

Drive-Through or Drive-Up Facilities. An establishment that sells products or provides services to occupants in vehicles, including drive-in or drive-up windows and drive-through services. Examples include fast food restaurants, banks, and pharmacies.

Drip Irrigation. A method of micro-irrigation wherein water is applied to the soil surface as drops or small streams through emitters.

Drought-tolerant Plants. Plants that require less water because they are adapted to regions with frequent drought or to soils with low water-holding capacity.

Dwelling. A structure or portion thereof designed exclusively for permanent residential purposes, but not including hotels, motels, emergency shelters, or extended stay locations.

- ***Accessory Dwelling Unit. An attached or detached dwelling unit which provides complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as an existing qualified primary dwelling unit is situated.***
- **Dwelling Unit.** Any structure or portion thereof designed for living and sleeping purposes that contains independent cooking and sanitation facilities.
- **Multi-Family Dwelling Unit.** A structure or portion thereof containing three or more dwelling units designed for the independent occupancy of three or more households.
- **Primary Dwelling Unit.** An existing single-unit residential structure on a single lot with provisions for living, sleeping, eating, a single kitchen for cooking, and sanitation facilities, and occupied by one household.
- **Single-Family Dwelling Unit.** A detached structure containing no more than one dwelling unit which, regardless of form of ownership, is designed and/or used to house not more than one household, including all domestic employees for such household.
- ~~**Second Dwelling Unit.** An attached or detached dwelling unit which provides complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as an existing qualified primary dwelling unit is situated.~~

EXHIBIT A

- Two-Family Dwelling (Duplex) Unit. A building containing two complete dwelling units designed for the independent occupancy of two households.
- See also "Manufactured Housing" and "Mobile Housing Unit."

19.160.200 - "S" definitions.

Schools, Public and Private. A public or private academic educational institution, including boarding schools; colleges and universities; elementary, middle/junior, and high schools; military academies; and businesses providing instruction in arts and languages. This definition does not include trade schools or non-tuition part-time instruction at places of religious assembly. See "Education Facility."

~~Second Dwelling Unit. "See "Dwelling Unit."~~

Secondary Use. See "Use."

Secondhand Store. A business involved in the retail sale of used goods and merchandise, whereby the sale of such used goods and merchandise comprise 25 percent or more of total monthly sales volume. This definition does not include pawn shops.

Self-service Display. The display or storage of products in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.

Senior Citizen. Generally, any person 62 years of age or older. However, for purposes of any State or federal housing programs, the age may be 55 years or older.

Sensitive Use. See "Use."

Setback. The distance from which a structure, parking area, or other development feature must be separated from a prescribed lot line, easement, or other structure or development feature (see Figure 9-7)

- Front Setback. The minimum distance required between a structure and the front property line.
- Primary Building Line. That portion of the front yard area defined by the space between the front property line and the entire building frontage of the primary structure, whether or not all facade portions of the primary structure coincide with the front setback line (see Figure 9-7).
- Side Setback. The minimum distance required between a structure and a side property line.

EXHIBIT A

- **Rear Setback.** The minimum distance required between a structure and the rear property line.

Shopping Center. Commercial sites that are primarily retail with two or more separate businesses managed as a total entity and sharing common access, circulation, signage and pedestrian and parking areas so that a public right-of-way does not need to be used to get from business to another. General guidelines follow, but the Director may make a determination on a case-by-case basis.

- **Neighborhood.** A shopping center that provides a limited number of frequent or recurrently needed personal items or services for residents in an immediate neighborhood that generally has up to 100,000 square feet of combined gross leasable area, without a significant anchor store, and draws its clientele from a five-minute driving radius from the center.
- **Community.** A shopping center that provides a variety of retail or personal services for patrons that contains approximately 100,000 to 250,000 square feet of combined gross leasable area, may have up to two anchor stores, has a site of 5 or more acres, and draws its clientele from about a 10-minute drive from the center.
- **Regional.** A shopping center that contains a wide range of retail and service establishments, including at least three anchor stores, having at least 250,000 square feet of combined gross leasable space, and draws its clientele from as much as a 45 minute drive from the center.

Sign. See Chapter 19.42 (Signs).

Single-family Dwelling. See "Dwelling, Single-family."

Site. A lot or group of contiguous lots not divided by any alley, street, other right-of-way or city limit that is proposed for development in accord with the provisions of this Development Code, and is in a single ownership or has multiple owners, all of whom join in an application for development.

Special Events and Temporary Uses. Any activity of limited duration that is permitted through the issuance of a Temporary Use Permit, see Chapter 19.124 (Temporary Use Permits). This definition includes carnivals, farmers' markets, seasonal sales, and promotional events.

Specific Plan. Under Article 8 of the Government Code (Section 65450 et seq.), a legal tool for detailed design and implementation of a defined portion of the area covered by a General Plan. A specific plan may include all detailed regulations, conditions, programs, and/or proposed legislation which may be necessary or convenient for the systematic implementation of any General Plan element(s).

Static water pressure. The pipeline or municipal water supply pressure when water is not flowing.

Storage:

EXHIBIT A

- Storage—Accessory. The indoor storage of materials accessory and incidental to the primary use is not considered a land use separate from the primary use.
- Storage—Outdoor. The storage of various materials outside of a structure other than fencing, either as an accessory or primary use.
- Storage—Personal Storage Facility. See "Personal Storage."

Story. The portion of a building included between the upper surface of any floor and the upper surface of the next floor above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling above. See also "Basement" and "Attic."

Structure. Anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground (see Figure 9-8), except for walls and fences.

- Accessory Structure. See "Accessory Structure."
- Attached Structure. Any structure that has a wall or roof in common with another structure.
- Primary Structure. A structure that is conducted as the primary or predominant use of the lot and/or building site.

Studio - Art, Dance, Martial Arts, Music. Small-scale instructional facilities, typically accommodating one group of students at a time, in no more than one instructional space. Examples include: individual and group instruction and training in the arts, production rehearsal, photography and the processing of photographs produced only by users of the studio facilities, martial arts training studios, and gymnastics instruction. Also includes production studios for individual filmmakers, musicians, painters, sculptors, photographers, and other artists. These uses may also include accessory retail sales of products related to the services provided.

Substantial Rehabilitation or Substantially Rehabilitated. The substantial rehabilitation of a dwelling unit(s) as defined in Section 33413(b)(2)(iv) of the California Health and Safety Code.

Supermarket. A self-service grocery and associated consumer goods store divided into departments and also offering prepared foods and food service. May include secondary uses within the store for visitor convenience, such as banking services, retail sales of non-food items, and a pharmacy,

Swap Meet. Any event at which two or more persons offer personal property, new and/or used, for sale or exchange and at which a fee is charged for the privilege of offering or displaying personal property for sale or exchange, and/or at which a fee is generally charged to prospective buyers for admission to the area where personal property is offered or displayed for sale or exchange.

(Ord. No. 852, § 5, 8-26-2014)

ACCESSORY DWELLING UNIT (ADU) LOG

MAIN DWELLING				ADU STRUCTURE						
Address	Zone	Main Dwelling Size (S.F.)	ADU Size (S.F.)	Converted? If converted, indicate previous use	Attached or Detached	Bedroom Quantity	Bathroom Quantity	Date Approved (Entitlement Approval)	Date Permitted	Date Finaled
1538	FAIRDALE	R-1	2,020		Attached	1	1		1984*	*
1034	KELLWIL	R-1	1,037		Attached	1	1		1988*	*
1819	BROADLAND	R-1	1,707		Attached	1	1		2001*	*
1538	GLENFORD	R-1	2,272		Attached	2	1		2001*	*
245	VINEYARD	R-1E	2,073		Attached	1	1		2003*	*
822	OAK	R-1	1,152		Attached	1	1		2005*	*
2066	CITRUSVIEW	R-1	1,116		Attached	1	1		2006*	*
2541	MARKWOOD	R-1D	2,065		Attached	2	1		2006*	*
2727	STARPINE	R-1B	4,578		Attached	1	1		2008*	*
1540	BRYCEDALE	R-1	1,041		Attached	N/A	N/A		2008*	*
911	MILTONWOOD	R-1	1,415		Attached	1	1		2009*	*
2246	ROYAL OAKS	R-1	2,207		Attached	1	1		2009*	*
2013	CITRUSVIEW	R-1	1,630		Attached	1	1		2009*	*
1563	THIRD	R-1	1,642		Attached	1	1		12/1/16	2/14/17
2041	BROACH	R-1	1,120		Attached	1	2		12/27/16	11/29/17
2521	MARKWOOD	R-1E	1,476		Detached	1	1		8/27/17	11/6/19
2187	BROACH	R-1	950		Attached	1	1		9/14/17	2/21/18
518	GREENBANK	R-1	1,387		Attached	1	1	6/11/18	7/24/18	11/1/18
2019	PARK ROSE	R-1	1,242		Attached	1	1	7/26/18	7/26/18	10/11/18
948	LEWISTON	R-1	880		Detached	1	1	8/30/18	8/30/18	10/10/18
2509	GARDI	R-1A	1,799		Detached	1	1	5/7/18	9/10/18	1/2/19
1836	DELFORD	R-1	1,033		Detached	1	1	8/1/18	9/20/18	5/29/19
1609	DENNING	R-1	959		Detached	1	1		12/19/18	7/13/20
1618	BROADLAND	R-1	1,260		Detached	1	1	10/8/18	1/24/19	3/13/19
960	HURSTVIEW	R-1	1,490		Attached	1	1	12/17/19	1/29/20	12/3/20
2227	PARK ROSE	R-1	960		Detached	1	1		3/19/19	10/24/19
2533	MARKWOOD	R-1	3,577		Detached	1	1	12/5/18	3/13/19	7/13/20
2264	ROYAL OAKS	R-1	2,163		Attached	1	1		12/28/20	
1624	BRADBURY	R-1	1,667		Detached	1	1	1/13/20	3/5/20	
2153	BROACH	R-1	950		Detached	1	1	2/20/20	5/6/20	12/29/20
2204	PARK ROSE	R-1	1,514		Detached	1	1	6/2/20	7/23/20	10/6/20
1609	DENNING	R-1	959		Detached	1	1	9/9/20	9/24/20	
1343	STARHAVEN	R-1	1,887		Attached	1	1	7/23/20	11/24/20	
1424	THREE RANCH	R-1	1,328		Detached				9/15/20	
2236	PARK ROSE	R-1			Attached	1	1	4/9/19		
1852	BROADLAND	R-1	1,669	Garage	Attached	1	1	9/3/20		
2239	GOLDEN MEADOW	R-1D	2,491		Detached	1	1	11/9/20		
2175	BROACH	R-1	730		Detached	1	1			
1354	NOYON	R-1	1,050		Detached	1	2	12/1/20	12/21/20	
325	FIELDVIEW	R-1A	1,248		Detached	2	1	2/1/21		
1555	THIRD	R-1	1,728	Garage	Detached	2	1	1/27/21		
3212	MARKWOOD	R-1A	1,348		Detached	1	1			
1613	SHEPHERD	R-1	1,624		Detached	2	1	2/24/21		
1842	DELFORD	R-1	1,240		Detached	1	1	1/7/21		
1824	WARDELL	R-1	1,611		Detached	2	1	3/15/21		
2131	MAYNARD	R-1	1,259	Garage Room, Family Room	Attached	1	1	12/16/20	3/1/21	
3357	CONATA	R-1A	2,201	Cabana	Detached	1	1	12/17/20		
1623	SECOND	R-1	1,190	Garage	Detached	Studio	1	2/25/21		
1926	CAPEHART	R-1	1,330	Garage	Detached	1	1	2/24/21		
1402	ELMHURST	R-1	980		Detached	1	1	3/2/21		
1823	BRADBURY	R-1	996	Garage	Attached	2	2	2/22/21		
845	LEWISTON	R-1	1,172	Garage	Detached	1	1	3/15/21		

* PERMITS ISSUED PRIOR TO CITY'S PERMITTING SOFTWARE IN PLACE. REFER TO PAPER PERMITS IN BUILDING PACKET OR LASERFICHE FOR ISSUANCE & FINALED DATE



EXHIBIT E

PLANNING COMMISSION STAFF REPORT

Date: May 17, 2021

To: Planning Commission

Location: City-wide

Project: **Municipal Code Amendment 2020-02**; A City-initiated request to replace in its entirety Duarte Development Code Chapter 19.60.160, to provide new development standards for accessory dwelling units that comply with State law; and to modify Chapter 19.160.050 related to definitions for accessory dwelling units

SUMMARY

On January 1, 2020, Assembly Bill 68, 587, 670, 671, and 881 and Senate Bill 13 became effective and amended various provisions of State law, including Government Code Sections 65852.2 and 65852.22, to limit and revise the standards cities may impose on accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs). The new law requires that State-mandated standards be adopted, but also allows the City to establish certain objective standards, primarily related to height and architectural requirements, which must be applied ministerially except where a property owner is seeking an exception to such standards. Much of the City's existing regulations regarding accessory dwellings have been invalidated by the new State law and must be substantially replaced to comply with the new State standards. The City has been in contact with the Department of Housing and Community Development (HCD), the State agency who reviews and regulates housing laws, including all new ADU regulations adopted by cities. HCD has provided a conceptual approval of the City's revised ADU ordinance.

BACKGROUND AND ANALYSIS

This item was heard at the November 16, 2020 Planning Commission meeting and continued due to concerns raised by interested parties that the previously proposed ordinance did not comply with State Law (Exhibits E, F). These exhibits are being included to provide the Commission with more detailed information on what was previously considered and later modified to meet State requirements. Since that hearing, the draft ordinance has been revised and circulated to the HCD to receive feedback several times. All of their comments were incorporated into the document to create the current version, which HCD determined to be "very solid". Once adopted by the Council, the ordinance must be relayed to HCD. Unless otherwise changed during the adoption process, Staff is confident HCD will not take issue with our ordinance.

It is very important to understand that the State has adopted ADU laws that apply statewide and are, for the most part, not intended to be modified by local municipalities. Two primary examples of this overarching State control involve State Exemption ADU's and required parking. A statewide exemption ADU is an ADU of up to 800 square feet, 16 feet in height, and with 4 feet side and rear yard setbacks. ADU law requires that no lot coverage, floor area ratio, open space, or minimum lot size will preclude the construction of a statewide exemption ADU. These types of ADU's are exempt from almost all local development standards, except architectural design review. State ADU law was designed to discourage the application

of local parking standards. Due to proximity of transit routes and bus stops, most ADU's cannot be required to provide on-site parking, including replacement parking if a garage is converted to an ADU.

There are currently 30 ADUs in the City and another 24 ADUs under construction or in the Planning process. Recent applications for this type of unit has significantly increased in the past few months and in consideration of this development trend, it is important for the City to have its own local ordinance. Firstly, a local ordinance will establish development standards afforded under state law that will shape ADU development to align with character of the City. The ability to incorporate local development standards into ADU projects primarily occurs with ADU's that are larger and exceed the prerequisites of a State Exemption ADU. Secondly, the ordinance will be a set of regulations that is well organized and easily understood, which is necessary since the language from the State on this topic is derived from multiple laws and is confusing and difficult to interpret.

RECOMMENDATION

Staff recommends that the Planning Commission review and adopt PC Resolution 2020-06 (Exhibit C) replacing in its entirety Duarte Development Code Chapter 19.60.160, to provide new development standards for ADUs and JADUs that comply with State law, and to modify Chapter 19.160.050 related to definitions for accessory dwelling units.

Respectfully Submitted,

Nick Baldwin
Associate Planner

ATTACHMENTS

- Exhibit A – Ordinance 874 – Existing City Regulations for ADUs
- Exhibit B – Government Code Section 65852.2
- Exhibit C – PC Resolution 2020-06
- Exhibit C1 – Draft Ordinance for Accessory Dwelling Units
- Exhibit C2 – Amendment of Definition for Accessory Dwelling Units
- Exhibit D – List of Accessory Dwelling Units in Duarte
- Exhibit E – Staff Report—November 16, 2020 Planning Commission Meeting
- Exhibit F – Memo to Planning Commission Regarding Challenge to Proposed ADU Ordinance — November 16, 2020 Planning Commission Meeting



Agenda Item: _____

CM Review: _____

Fiscal Review: _____

AGENDA REPORT

MEETING DATE: July 13, 2021

TO: Mayor and Members of the City Council

FROM: Daniel Jordan, City Manager

BY: Victoria Rocha, Assistant to the City Manager

SUBJECT: Proposed ordinance establishing a mandatory commercial solid waste recycling requirement for certain businesses and multi-family residential dwellings.

RECOMMENDATION: Introduce and pass on for second reading Ordinance No. 903, an Ordinance of the City Council of the City of Duarte, California, amending Chapter 6.09 of the Duarte Municipal Code relating to mandatory commercial solid waste and organic waste recycling.

FISCAL IMPACT: Increased AB 341 and AB 1826 compliance of businesses and multi-family residential dwellings would result in an increase in the franchise fees received from the City's waste hauler.

EXECUTIVE SUMMARY

The City Council will consider introducing for adoption an Ordinance amending Chapter 6.09 of the Duarte Municipal Code to add a mandatory commercial solid waste and organic waste recycling requirement for certain businesses and multiple-family residential dwellings consistent and in compliance with state laws passed to further the City's requirements to enforce recycling measures and meet the State's goals.

It is important to note that the proposed Ordinance does not add new recycling requirements for commercial businesses or multiple-family residential dwellings as these requirements were previously imposed by the State; rather, the Ordinance implements the mandatory requirements that have been imposed by the State allowing for its enforcement by the City.

BACKGROUND

State Law

The California Integrated Waste Management Act of 1989, which is administered by the Department of Resources Recycling and Recovery (CalRecycle), required that local jurisdictions divert from landfill disposal a minimum of 50 percent of all waste generated within the jurisdiction through source reduction, recycling and composting programs.

In 2011, the State enacted Assembly Bill ("AB") 341, which set a policy goal that not less than 75 percent of solid waste generated in California be diverted from landfills by the year 2020. In order

to reach that goal, AB 341 set mandatory recycling requirements for certain businesses, and requires that local jurisdictions implement a recycling program to ensure compliance.

AB 341 requires businesses that generate four cubic yards or more of commercial solid waste per week and multiple-family residential dwellings consisting of five or more units subscribe to a basic level of recycling collection services or take other efforts that would achieve similar results.

AB 341 requires each jurisdiction implement a commercial solid waste recycling program, directed at businesses and multiple-family residential dwellings, to divert commercial solid waste from landfills. This program may include, but is not limited to, any of the following:

- (1) implementing a mandatory commercial solid waste recycling policy or ordinance;
- (2) requiring a mandatory commercial solid waste recycling program through a franchise contract or agreement; or
- (3) requiring all commercial solid waste to go through either a source-separated or mixed-processing system that diverts material from disposal.

A jurisdiction's commercial solid waste recycling program must include outreach to businesses consisting of education and monitoring.

In 2014, the State enacted AB 1826, which contained mandatory provisions identical to that of AB 341 but was aimed at organic waste. As of September 2020, the law has a lower threshold trigger compared to AB 341 - requiring that a business implement an organics recycling program if it generates two cubic yards or more of commercial solid waste per week instead of the four cubic yard threshold under AB 341.

The State conducts periodic reviews of the City's compliance with these requirements and can impose fines of up to \$10,000 per day for the City's failure to enforce the provisions of the State's laws related to recycling.

City of Duarte's Current Recycling Program

Burrtec is the City's contracted franchise solid waste hauler and readily provides commercial solid waste and organic waste recycling services to businesses within the city. However, a business must first subscribe to Burrtec for the service. Over the years, City staff has coordinated with Burrtec to educate businesses about the State's mandatory recycling requirements and to help facilitate compliance including sending bi-annual compliance letters to all businesses subject to the law, hosting workshops through the Duarte Chamber of Commerce, and consistently posting information on the City's website, in Duarte City News and on social media.

There are 164 businesses and multi-family complexes in Duarte subject to AB 341 Mandatory Commercial Recycling and 130 in compliance. There are 222 businesses and multi-family complexes in Duarte subject to AB 1826 Mandatory Organics Recycling and 116 in compliance. Given the City's compliance rates, CalRecycle placed the City of Duarte on an Informal Mandatory Commercial Recycling Compliance Plan in October 2020 to increase commercial and organics recycling participation. CalRecycle requested that the plan include either the adoption of a mandatory commercial solid waste recycling ordinance or requiring a mandatory commercial solid waste recycling program through a franchise agreement with a preference for an ordinance.

Failure to show results from the information plan could result in a formal plan process to include a penalty hearing.

DISCUSSION/ANALYSIS

Chapter 6.09 of the Duarte Municipal Code regulates collection of recyclable materials and was last updated in 1996 to include required quarterly reporting from the recycling company or waste hauler on diversion type and rates. This update was most likely enacted to comply with the California Integrated Waste Management Act of 1989, but also illustrates that recycling as a standard practice has existed for over 30 years. Chapter 6.09 does not mandate solid waste recycling and does not address organics recycling at all. Amending Chapter 6.09 will ensure that the City is compliant with State law on mandatory requirements for solid waste and organics recycling, while also meeting requirements of the informal plan.

The proposed Ordinance is included as Attachment A and sets forth the minimum requirements under State law. Although State law allows the City to set stricter requirements, the proposed Ordinance sets those requirements consistent with State law. The State continues to pass new laws and implement new regulations enforcing recycling throughout the State, including new organics recycling regulations related to Senate Bill 1383.

The proposed Ordinance is applicable to the following entities related to solid waste recycling:

- A commercial business that generates four-cubic yards or more of commercial solid waste per week; or
- Multi-family residential dwellings consisting of five or more units

The proposed Ordinance implements the following mandatory requirements related to solid waste recycling which have thus far been implemented by the City and Burrtec through education and voluntary compliance:

- Subscribe to commercial solid waste recycling services through the City's authorized waste collection contractor;
- Maintain recycling containers on their premises that are to be provided by the waste collection contractor; and
- Source separate commercial recyclable materials from waste.

The proposed Ordinance is applicable to the following entities related to organics waste recycling:

- A commercial business that generates two cubic yards or more of commercial solid waste per week; or
- Multiple-family residential dwellings consisting of five or more units

The proposed Ordinance implements the following mandatory requirements related to organics waste recycling which have thus far been implemented by the City and Burrtec through education and voluntary compliance:

- Subscribe to commercial organics waste recycling services through the City's authorized waste collection contractor;
- Maintain recycling containers on their premises that are to be provided by the waste collection contractor; and

- Source separate organics recyclable materials from waste¹

The proposed Ordinance will allow commercial businesses to self-haul commercial and organics recyclable materials to a legally permitted recycling facility in lieu of subscribing to Burrtec for such service.

The Ordinance shall be enforceable by any City employee granted authority to issue written administration citations pursuant to Duarte Municipal Code Chapter 1.08 that could include levying fines on those that fail to comply after repeated efforts to obtain compliance.

If City Council adopts the Ordinance, Burrtec will send the bi-annual compliance letters on behalf of the City to first notify all businesses of the City's Ordinance to codify the State's recycling requirements and the potential of fines for non-compliance. This type of approach is expected to generate better compliance before Code Enforcement is needed.

ENVIRONMENTAL ASSESSMENT

The proposed Ordinance will likely result in positive environmental benefits. Promoting increased recycling and composting of organics will prevent materials from going to landfills and will result in reduced greenhouse gas emissions. Thus, it contributes to the City's sustainability goals related to waste diversion and greenhouse gas reductions.

Staff finds that the adoption of this Ordinance is not a "project" under California Environmental Quality Act ("CEQA") Guidelines section 15060(c)(2) and (c)(3) because there is no potential that adoption of the Ordinance will result in either a direct physical change or reasonably foreseeable indirect change in the environment. In the alternative, even assuming the adoption of the Ordinance is a "project" within the meaning of CEQA, the Ordinance is nonetheless exempt from CEQA review pursuant to CEQA Guidelines sections 15307 (Class 7 exemption) and 15308 (Class 8 exemption).

Classes 7 and 8 apply to actions taken by regulatory agencies, as authorized by state law or local ordinance, to assure the maintenance, restoration or enhancement of natural resources, and for the protection of the environment. Here, the City is authorized pursuant to Public Resources Code sections 42649.3 and 42649.82 to adopt the proposed Ordinance requiring businesses and multiple-family residential dwellings to subscribe to commercial solid waste and organic waste recycling services to reduce greenhouse gas emissions, save energy, and reduce the need to extract raw materials for production.

Further, none of the exceptions to the exemptions under CEQA Guidelines section 15300.2 apply because adoption of the proposed Ordinance will not result in a cumulative impact from successive projects of the same type, and in the same place, over time; there is no reasonable possibility that adoption of the proposed Ordinance will have a significant effect due to unusual circumstances; adoption of the proposed Ordinance will not result in any damage to scenic resources, including

¹ Currently, State law exempts multiple-family residential units subject to organics waste recycling from diverting "food waste", and currently mandates recycling of "green waste". The proposed Ordinance follows this current exemption for diversion of food waste.

but not limited to trees, historic buildings, rock outcroppings or similar resources within a highway officially designated as a state scenic highway; adoption of the proposed Ordinance will not affect a hazardous waste site or any other site included on a list compiled pursuant to Government Code Section 65962.5; and adoption of the proposed Ordinance will not cause a substantial adverse change to the significance of any historical resource. Accordingly, Classes 7 and 8 would independently exempt adoption of the proposed Ordinance from CEQA.

RECOMMENDATION

Introduce and pass on for second reading Ordinance No. 903, an Ordinance of the City Council of the City of Duarte, California, amending Chapter 6.09 of the Duarte Municipal Code relating to mandatory commercial solid waste and organic waste recycling.

FISCAL IMPACT

Increased AB 341 and AB 1826 compliance of businesses and multi-family residential dwellings would result in an increase in the franchise fees received from the City's waste hauler.

ATTACHMENTS

Attachment A – Proposed Ordinance No. 903

ORDINANCE NO. 903

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, AMENDING CHAPTER 6.09 OF THE DUARTE MUNICIPAL CODE, TITLED "WASTE MANAGEMENT", TO INCLUDE PROVISIONS PERTAINING TO MANDATORY COMMERCIAL RECYCLING AND MANDATORY COMMERCIAL ORGANICS RECYCLING

WHEREAS, the City of Duarte (the "City") desires to comply with state regulations, including without limitation AB 341, mandating recycling on the part of businesses and to codify the same in the Duarte Municipal Code; and

WHEREAS, the City additionally desires to comply with state regulations, including without limitation AB 1826, mandating organics recycling on the part of businesses and to codify the same in the Duarte Municipal Code.

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

Section 1. In order to ensure compliance with State mandated commercial recycling requirements Section 6.09.070 is hereby added to Chapter 6.09 of Title 6 of the Duarte Municipal Code to read as follows:

6.09.070 Mandatory commercial recycling/diversion.

- A. **"Business" defined.** For purposes of this section, "business" means a commercial or public entity including, but not limited to, a firm, partnership, proprietorship, joint-stock company, corporation, or association that is organized as a for-profit or nonprofit entity, strip mall, school, school district, special district, federal, state, local, regional agency or facility. "Business" also includes a multi-family residential dwelling or mobile home park of five or more units.
- B. **Obligation to comply with State mandated commercial recycling.** On or before September 1, 2021, any business generating four or more cubic yards of solid waste per week shall reuse, recycle, compost, or otherwise divert its commercial solid waste from disposal by taking one, or any combination of the following actions:
 - (1) Source separate recyclable materials from the solid waste being discarded and subscribe with the City's franchise hauler for the pick-up of the recyclable materials separately from other solid waste to divert the recyclable materials from disposal.
 - (2) Source separate recyclable materials from the solid waste being discarded and self-haul them to a certified Materials Recovery Facility (MRF) or other mixed waste processing facility for diversion from disposal.

- (3) Each business subject to this Section that does not subscribe with City's franchise hauler for pick-up of its recyclable materials shall be responsible for ensuring and demonstrating its compliance with the requirements of this Section to the City Manager or his/her designee with satisfactory proof of acceptable levels of waste diversion on a quarterly basis (March, June, September and December).
- C. Obligations of tenants. To comply with Section 6.09.070(B), property owners of multifamily complexes may require their tenants to source separate their recyclable materials which they dispose of. When the separated recycling services are provided to the multi-family complex and the tenants are notified of the program, tenants shall source separate their recyclable materials, and comply with such other reasonable requirements of their landlord so as to enable property owners of multi-family complexes to comply with the provisions of this Section.
- D. Obligations of franchise hauler. The City's franchise hauler shall implement a commercial solid waste recycling program that includes education, outreach and monitoring of businesses, and that is designed to divert recyclable materials that would otherwise be commingled with commercial solid waste generated by businesses as required by State Law.
- E. Ownership of recyclable materials prior to disposal. Nothing in this Section is intended to prevent or limit the existing right of any business to donate, sell or otherwise dispose of its recyclable materials as provided by applicable law, including §41952 of the Public Resources Code.

Section 2. In order to ensure compliance with State mandated commercial organics recycling requirements Section 6.09.080 is hereby added to Chapter 6.09 of Title 6 of the Duarte Municipal Code to read as follows:

6.09.080 Mandatory commercial organics recycling/diversion.

- A. "Business" defined. For purposes of this section, "business" means a commercial or public entity including, but not limited to, a firm, partnership, proprietorship, joint-stock company, corporation, or association that is organized as a for-profit or nonprofit entity, strip mall, school, school district, special district, federal, state, local, regional agency or facility. "Business" also includes a multi-family residential dwelling or mobile home park of five or more units.
- B. "Organic waste" defined. For purposes of this section, "organic waste" means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.
- C. Obligation to comply with State mandated commercial organics recycling. On or before September 1, 2021, any business generating two or more cubic yards of solid waste per week shall recycle, compost, or otherwise divert its organic waste

from disposal by taking one, or any combination, of the following actions:

- (1) Source separate organic waste from the solid waste being discarded and subscribe with the City's franchise hauler for the pick-up of the organic waste separately from other solid waste to divert the organic waste from disposal.
- (2) Source separate organic waste from the solid waste being discarded and self-haul it to a certified organic waste processing facility for diversion from disposal.
- (3) Each business subject to this Section that does not subscribe with City's franchise hauler for pick-up of its organic waste shall be responsible for ensuring and demonstrating its compliance with the requirements of this Section to the City Manager or his/her designee with satisfactory proof of acceptable levels of waste diversion on a quarterly basis (March, June, September and December).

- F. Obligations of landscape contractors. The Property owner of a multifamily complex may comply with the provisions of Section 6.09.080(B) related to green waste by requiring third party contract landscapers to recycle green waste materials and provide reasonable proof that the materials are being properly recycled and diverted from disposal.
- G. Obligations of franchise hauler. The City's franchise hauler shall implement a commercial organics recycling program that includes education, outreach and monitoring of businesses, and that is designed to divert organic waste that would otherwise be commingled with commercial solid waste generated by businesses as required by State Law.
- H. Ownership of organic waste prior to disposal. Nothing in this Section is intended to prevent or limit the existing right of any business to donate, sell or otherwise dispose of its organic waste as provided by applicable law, including §41952 of the Public Resources Code.

Section 3. Severability. The City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect

Section 4. Effective Date. This ordinance shall take effect thirty (30) days after the date of its adoption.

Section 5. Publication and Posting. The City Clerk is hereby directed to cause the following summary of this ordinance to be published by two (2) insertions a newspaper of general circulation that is printed, published, and circulated in the City of Duarte, and

hereby designated for that purpose by said Council of the City of Duarte:

"Ordinance No. 903 adds Sections 6.09.070 and 6.09.080, "Mandatory commercial recycling/diversion" and "Mandatory commercial organics recycling/diversion" to Chapter 6.09 of Title 6 of the Duarte Municipal Code. The enactment will require that by September 1, 2021, all businesses, defined to include commercial or public entities and multifamily residential dwelling or mobile home parks of five units or more, generating more than four cubic yards of commercial solid waste per week arrange for recycling services; and, further, that those generating two or more cubic yards of solid waste per week arrange for organic waste recycling/diversion services."

PASSED, APPROVED, AND ADOPTED on this 27th day of July 2021

Bryan Urias, Mayor

APPROVED AS TO FORM:

ATTEST:

David B. Cosgrove, City Attorney

Annamarie Porter, Interim City Clerk

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

I, Annamarie Porter, Interim City Clerk of the City of Duarte, California, do hereby certify that Ordinance No. 903 was duly introduced at a regular meeting of the City Council held on the 13th day of July, 2021, and was approved and adopted by the City Council of the City of Duarte, California, at a regular meeting of said City Council held on the 27th day of July, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Annamarie Porter, CMC, Interim City Clerk



Agenda Item: _____

CM Review: _____

Fiscal Review: _____

AGENDA REPORT

MEETING DATE: July 13, 2021

TO: Mayor and Members of the City Council

FROM: David B. Cosgrove, City Attorney
Daniel Jordan, City Manager

SUBJECT: Initiation of Process of Redrawing of City Council Election Districts

RECOMMENDATION: 1) Set a Schedule for the Series of Public Hearings required to redraw City Council Election Districts as a result of the 2020 Census;
2) Provide staff direction on National Demographics Company's (NDC) proposal; and
3) Authorize the City Manager to enter into a contract with NDC not to exceed \$62,000 (\$19,750 contracted for basic project elements and meeting expenses, plus up to \$42,250 for additional optional project elements and future meeting attendance).

FISCAL IMPACT: There is currently \$30,000 for redistricting services budgeted in account number 100-1010-7965 for a basic project elements and website contract with NDC. If the City Council would like to add optional project elements, a budget amendment up to an additional \$32,000 to account number 100-1010-7965 will be required.

BACKGROUND

The City Council is required to update Council districts following the certification of the results of the 2020 decennial federal census, by ordinance, before April 17, 2022 (at least 205 days before the City's next regular election [*i.e.*, November 8, 2022], where a City does not have a regular election occurring after January 1, 2022, and before July 1, 2022). (Elec. Code §§ 21601; 21602(a)(3).)

The procedure for doing so is somewhat cumbersome, as Council will recall from our initial setting of districts in 2017. For reference, a map of the districts Council adopted in that original district setting procedure is attached hereto.

Before adopting new council districts, the City Council is required to hold at least four public hearings. (Elec. Code §§ 21607; 21607.1(a).) The following requirements apply to these four public hearings:

- At least one public hearing shall be held before the council draws a draft map or maps of the proposed new council boundaries.
- At least two public hearings shall be held after the council has drawn a draft map or maps of the proposed new council boundaries.

- At least one public hearing or public workshop shall be held on a Saturday, on a Sunday, or after 6 p.m. on a weekday, Monday through Friday.
- The council may have City staff, or a consultant conduct one or more public workshops in lieu of holding one of the four required public hearings
- If a public hearing is consolidated with a regular or special meeting of the council that includes other substantive agenda items, ***the public hearing shall begin at a fixed time regardless of its order on the agenda***, except that the Council may first conclude any item being discussed or acted upon, including any associated public comment, when that time occurs.
- The time of the public hearing shall be noticed to the public.
- The council may establish an advisory redistricting commission to hold the required hearings instead of the council.
- Public hearing buildings shall be accessible to persons with disabilities.

Mr. Douglas Johnson of National Demographics Company, who assisted the City last time, will be at the City Council meeting on July 13, 2021. Mr. Johnson has already been placed under contract to assist the City with this new effort, in a contract amount of \$19,750. This contract covers the “Basic Project Elements” identified in the scope of work drawn from his proposal, attached, and includes costs for attendance at tonight’s meeting. Council will be asked to provide direction to staff regarding whether the City is interested in retaining NDC on any of the other services included within the scope of work, and if so, to provide the City Manager authority to do so, since the total amount of such services would exceed the City Manager’s unilateral contract authority.

Mr. Johnson will go over the City’s timeline, the new district boundary criteria resulting from legal developments in the law (discussed below), and what optional mapping tools the City may want to select in implementing this process.

New Substantive Requirements for Redistricting

A bit of legal context will be helpful to Council’s understanding of the redistricting process before it. Since the City formulated its voting districts, there has been a material change in the law, which may well require the current configuration of districts to be realigned. Assembly Bill (“AB”) 849, effective on January 1, 2020, now requires stricter geographic continuity of districts.

As before, the new council districts must be “substantially equal in population,” now based on the results of the 2020 census. (Elec. Code § 21601(a) [“Following each decennial federal census, and using that census as a basis, the council shall, by ordinance or resolution, adopt boundaries for any or all of the council districts of the city so that the council districts shall be substantially equal in population as required by the United States Constitution”]; *see also*, subdiv. (a)(1).) The districts are also required to comply with the United States Constitution, the California Constitution, and the federal Voting Rights Act of 1965. (*Id.*, subdiv. (a)(2).)

What is different is the stricter priority given to geographic continuity. The council now must adopt district boundaries using the following criteria, in the following order of priority:

- (1) ***To the extent practicable, council districts shall be geographically contiguous. Areas that meet only at the points of adjoining corners are not***

contiguous. Areas that are separated by water and not connected by a bridge, tunnel, or regular ferry service are not contiguous. [emph. added.]

(2) To the extent practicable, the geographic integrity of any local neighborhood or local community of interest shall be respected in a manner that minimizes its division. A “community of interest” is a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation. Communities of interest do not include relationships with political parties, incumbents, or political candidates.

(3) Council district boundaries should be easily identifiable and understandable by residents. To the extent practicable, council districts shall be bounded by natural and artificial barriers, by streets, or by the boundaries of the city.

(4) To the extent practicable, and where it does not conflict with the preceding criteria in this subdivision, council districts shall be drawn to encourage geographical compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations. (Elec. Code § 21601(c).)

Of course, the Council may not adopt council district boundaries for the purpose of favoring or discriminating against a political party. (*Id.*, subdiv. (d).)

The above requirements from Elections Code section 21601 are almost entirely new, as a result of Assembly Bill (“AB”) 849, effective on January 1, 2020. Previously, while cities considered “permissive” factors regarding districting – *i.e.*, contiguity, respecting communities of interest, compactness – they were not required. AB 849’s amendments to Election Code section 21601 specifically prioritizes these factors in order set forth above, further defines them, and makes them appear to be mandatory, although still subject to the caveat, “to the extent practical.”

RECOMMENDATIONS:

- 1) Set a Schedule for the Series of Public Hearings required to redraw City Council Election Districts as a result of the 2020 Census;
- 2) Provide staff direction on National Demographics Company’s (NDC) proposal; and
- 3) Authorize the City Manager to enter into a contract with NDC not to exceed \$62,000 (\$19,750 contracted for basic project elements and meeting expenses, plus up to \$42,250 for additional optional project elements and future meeting attendance).

FISCAL IMPACT:

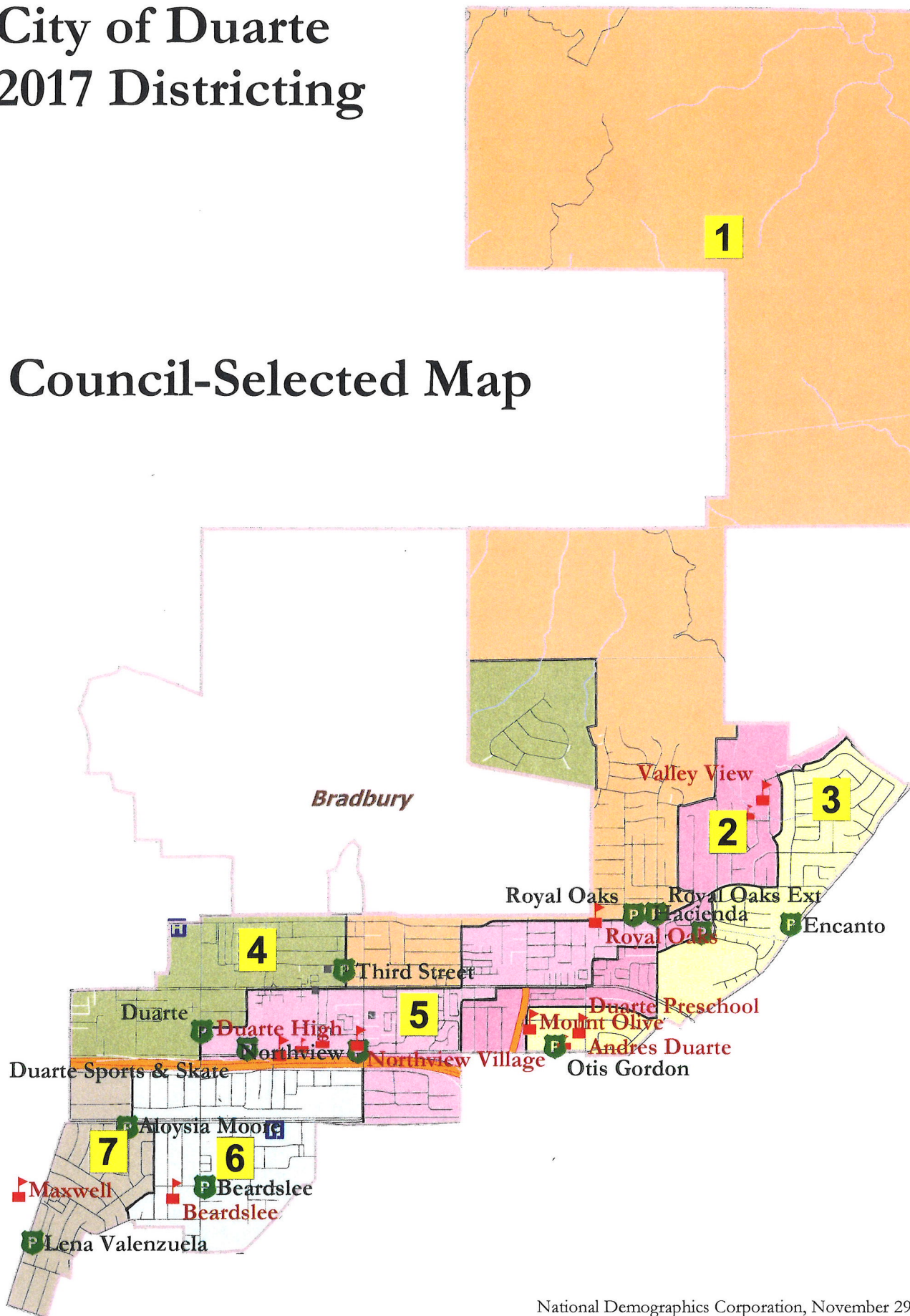
There is currently \$30,000 for redistricting services budgeted in account number 100-1010-7965 for a basic project elements and website contract with NDC. If the City Council would like to add optional project elements, a budget amendment up to an additional \$32,000 to account number 100-1010-7965 will be required.

ATTACHMENTS:

Attachment A – Duarte 2017 City Council District Map
Attachment B - NDC Proposal and Scope of Work

City of Duarte 2017 Districting

Council-Selected Map





National Demographics Corporation

Ms. Isabel Montenegro. Administrative Assistant. Inglewood Unified. 401 South Inglewood Avenue, Inglewood, CA 90301. 310-419-2799. imontenegro@inglewood.k12.ca.us.

Ms. Pam Abel. Superintendent. Modesto City Schools. 426 Locust Street. Modesto. CA 95351-2631. (209) 574-1616. able.p@mcs4kids.com.

Mr. Darrell Talbert. City Manager. City of Corona. 400 S Vicentia Avenue. Corona. CA 92882-2187. 951.279.3670. Darrell.Talbert@ci.corona.ca.us.

Mr. David Silberman. Deputy County Counsel. San Mateo County. 400 County Center. 6th Floor. Redwood City. CA 94063. 650-363-4749 dsilberman@smcgov.org.

Judge Hugh Rose (retired). Chairman. City of Modesto Districting Commission. 508 King Richard Lane. Modesto. CA 95350. Phone (209) 522-0719. Email: hhrose@hotmail.com.

Ms. Lucinda Aja. City Clerk, City of Buckeye, Arizona. 100 N Apache Rd, Suite A, Buckeye, AZ 85326. Phone (623) 349-6007. Email: laja@buckeyeaz.gov.

Summary Scope of Work

NDC tailors each project to the needs and goals of each jurisdictions. Below is a typical NDC-suggested timeline and description of project elements.

The dates provided below are general guidelines and will vary according to the goals, project choices, and deadlines of each jurisdiction.

June – July	Project Planning and decisions on public mapping tools, whether to use a commission, and other project options. Begin project communications and outreach.
July – August	Census data received and processed; any mapping tools prepared; and initial pre-draft-map hearing(s) held.
September – December	Draft maps prepared, considered, and revised (in hearings and, if desired, less formal public workshops)
January – March	Final plan revisions made and plan adopted and implemented.

Detailed Project Scope of Work

June – July, 2021: Project Planning and Initial Outreach

- a. NDC works with the jurisdiction to prepare a detailed project timeline of expected outreach efforts, public forums, formal hearings, draft map dates, and final map adoption dates.
- b. NDC works with the jurisdiction staff (or contract specialized outreach staff – see notes below about that option if interested) to prepare a project outreach plan for all steps of the process covering target audiences, contact lists, social media efforts, any potential postcard mailings, utility bill inserts, flyers for distribution at schools, media briefings, and community group contacts.
- c. Decide what public mapping tool(s) to provide, if any.
- d. Decide whether to use a commission.
- e. Create the project website: NDC will provide advice and text for the jurisdiction's website, or as an optional project element NDC will build a project website that the jurisdiction can simply link to from the jurisdiction site.
- f. NDC will work with jurisdiction and County Registrar staff to confirm GIS boundaries and to identify and include in our redistricting database any available GIS data that NDC and the jurisdiction identify are likely to be useful as mapping references for NDC, the public, and for the jurisdiction.
- g. Project outreach begins with initial alerts and 'invitations to participate' sent out to the general public, to overlapping jurisdictions, and to community organizations.

July – August, 2021: Outreach and Initial Hearings

- h. Census data released and California Statewide Database completes "prison adjustments" of the data.
- i. NDC adds socio-economic data from the Census Bureau's American Community Survey to the state demographic data.
- j. NDC matches the demographic database to the existing election areas.

- k. NDC prepares a report regarding the demographics and compliance with state and federal criteria of the existing election areas, including maps of “protected class” population concentrations and other socio-economic data often referenced in redistricting (such as income, education levels, children at home, language spoken at home, renters / home owners, and single-family / multi-family residences).
- l. If the optional public mapping tools and/or Public Participation Kit are included in the project, their use is demonstrated to the public.
- m. Outreach efforts continue with messaging to the public, with special focus on community groups with an interest in the redistricting.

September – December, 2021: Draft Mapping Time

- n. Outreach efforts continue with messaging reminding the public of the opportunity to provide written or mapped input on how the maps should be drawn and welcoming any maps residents wish to submit.
- o. If the optional public mapping tools and/or Public Participation Kit are included in the project, NDC provides email and phone support for any residents with questions regarding their use.
- p. If the optional public mapping tools and/or Public Participation Kit are included in the project, at the jurisdiction’s option additional public forums on the use of those tools can be provided.
- q. The public deadline for submitting any initial draft maps will be approximately seven days prior to the official deadline to post all draft maps online (to provide NDC time to process any draft maps received, and for NDC to develop our own two to four initial draft maps).
- r. All outreach channels are used to inform the public about the opportunity to submit draft maps and to encourage participation in the review of the upcoming draft maps.

October – November, 2021: Map Review and Adoption

- s. NDC processes all public draft map submissions, drafts NDC’s draft maps, summarizes all of the draft maps. The maps, related demographics, and summaries are provided by NDC in web-friendly formats. These process maps are posted on the project website and on the NDC-provided interactive review map.



- t. At the jurisdiction's option, one or more informal workshops or public forums are held to gather residents' reactions to and preferences among the draft maps.
- u. The jurisdiction holds a hearing to review the draft maps, narrow down the list of initial draft maps, and provide direction on any desired new or revised maps.
- v. Two to three weeks are needed for the public to submit any new maps and for NDC to provide maps based on the direction at the hearing. During this time, additional outreach is conducted to inform interested residents and community groups of the selected 'focus maps' and the remaining opportunities to participate in the process.
- w. Any new or revised maps, related demographics, and summaries are posted on the project website.
- x. At the jurisdiction's option, one or more informal workshops or public forums are held to gather residents' reactions to and preferences among the remaining maps.
- y. One or more hearings are held to continue the review and refinement of the focus maps and, ultimately, adopt the final map.
- z. Outreach continues to inform residents and community groups of the progress of the project, opportunities for future participation, and, ultimately, which map is adopted.
- aa. Following map adoption, NDC coordinates map implementation with the County Registrar, informing the jurisdiction staff of the progress, any issues, and ultimate completion of that work.
- bb. NDC works with the jurisdiction staff to ensure preservation of all project data and records, including GIS-format versions of the adopted map.

Details of Optional Project Elements

Advisory or Independent Redistricting Commissions

NDC anticipates that many California jurisdictions will create advisory or independent commissions to manage the redistricting process. NDC welcomes the use of such commissions, and our pricing does not change for jurisdictions creating commissions. But the creation, training, operation and reporting of such



National Demographics Corporation

commissions often leads to more meetings (and a resulting increase in the “per meeting” project expenses) than a traditional redistricting process conducted primarily by the jurisdiction’s elected leadership.

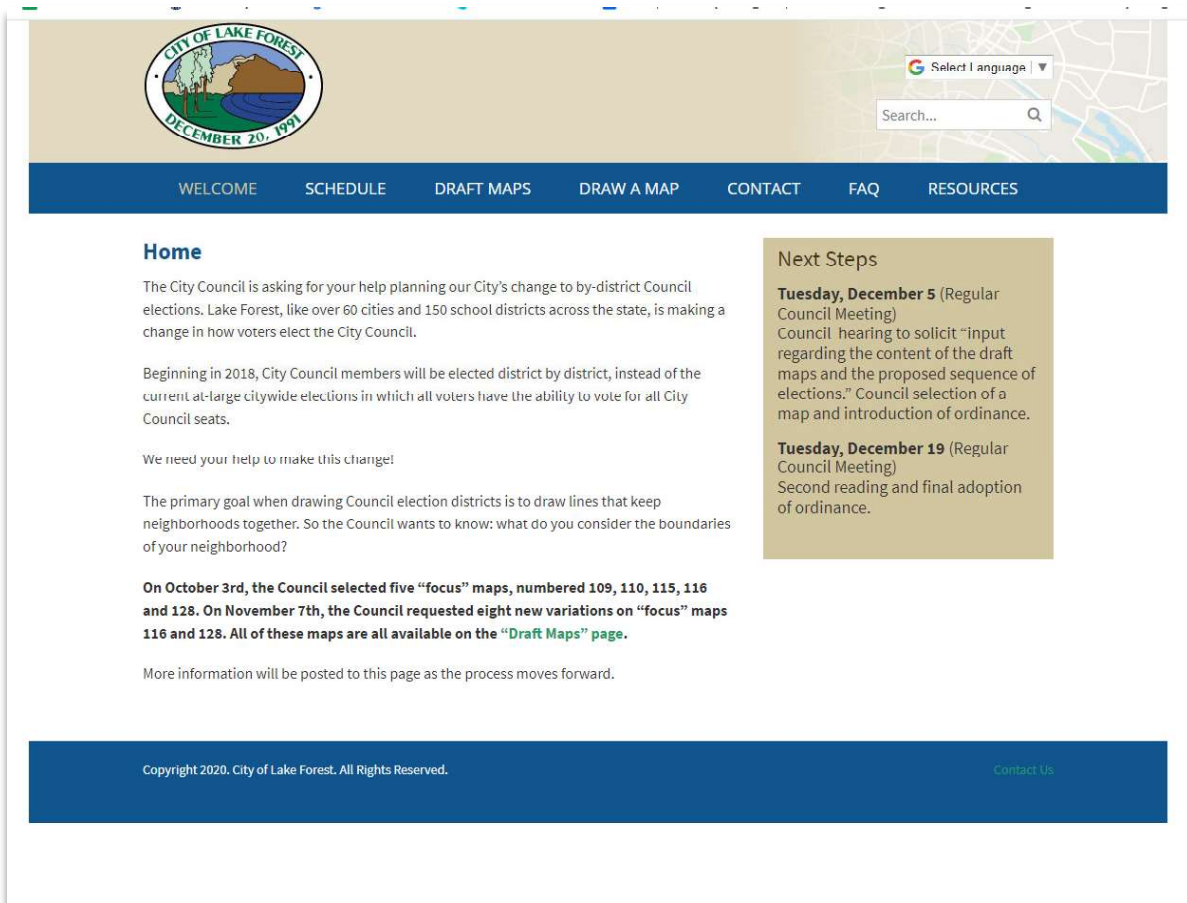
Outreach Assistance

NDC brings topical expertise to your jurisdiction’s outreach efforts, and NDC makes available to all clients our library of sample outreach materials including op-ed articles, postcards, utility bill inserts, flyers, and social media messages. NDC provides all of these materials along with our advice and input on outreach strategy and materials to any interested jurisdiction, but we do not have graphic artists to customize or design such materials in-house.

For larger-scale outreach efforts, especially where jurisdictions wish to send representatives out to regular meetings of existing community organizations, NDC typically works together with a jurisdiction’s in-house communications staff and/or with one or more outreach organizations. We have a number of firms we recommend, and we would be happy to work with any in-house team at the jurisdiction or with any firm or organization the jurisdiction selects. Projects with this level of outreach are relatively rare, as most projects can be handled by the jurisdiction’s existing communications team using the samples, templates and advice NDC provides.

Project Website

NDC provides all project materials in website-friendly formats for posting on the jurisdiction’s website. At no cost, NDC will provide project website samples and website language for use on the jurisdiction’s project website. But for jurisdictions that prefer not to take on the challenge of creating and managing a rapidly-changing project website, NDC will create, host, and update project website (visit to see one such site – though note that site was created prior to passage of the new AB849 requirements).



Background on Online Mapping Tool Options

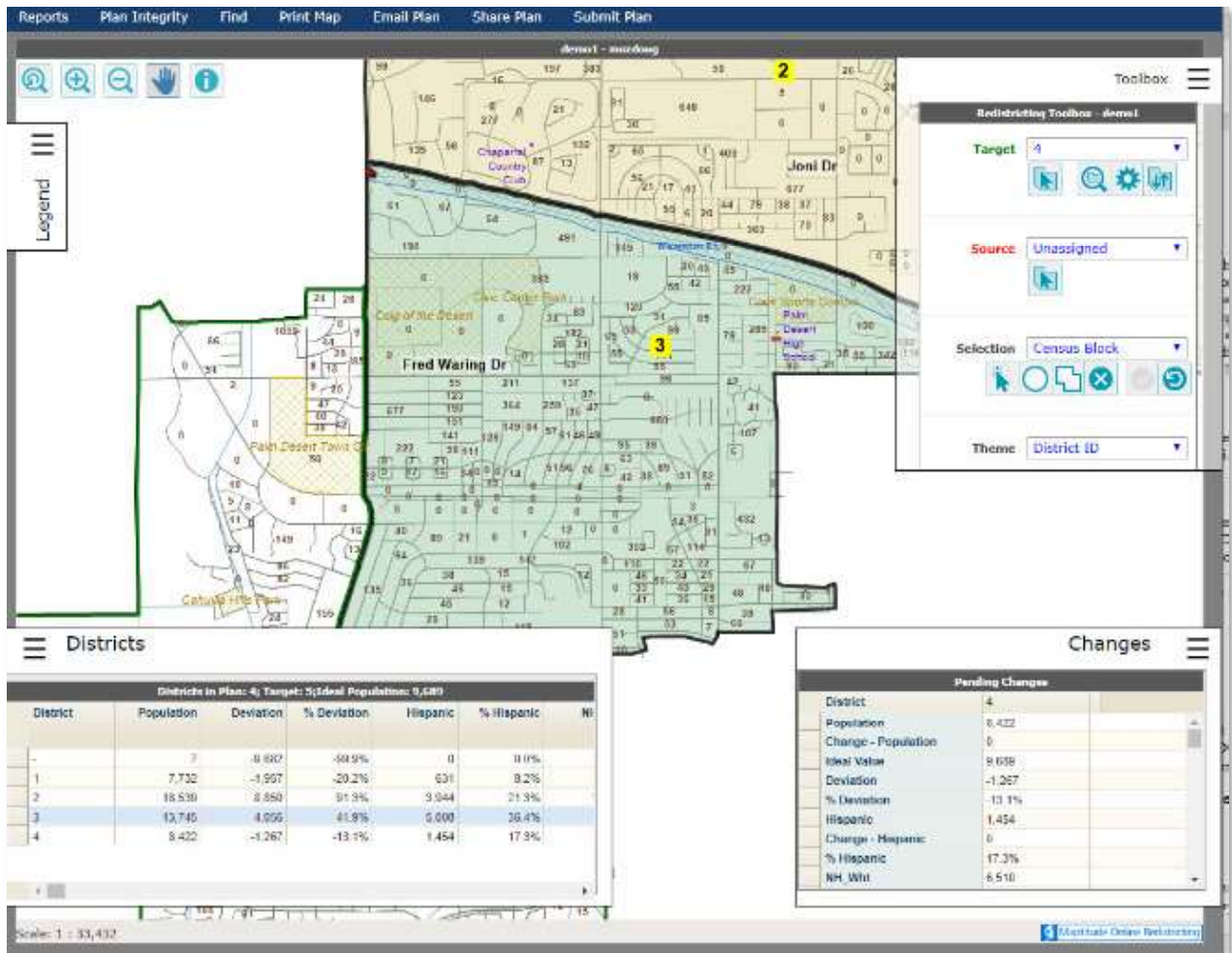
NDC is the unmatched leader in redistricting tools that empower residents to review draft maps and to develop and submit their own map proposals. NDC is the only firm that has used the online mapping solutions from both ESRI and Caliper Corporation in major redistricting projects.

Only NDC has repeatedly trained members of the public, processed public map submissions, and presented the public map proposals to public hearings and commission meetings. NDC's online mapping tool options provide user support, hosting, managing, and processing submitted plans for an online interactive system that allows public to draw and submit proposed maps through a standard web browser.

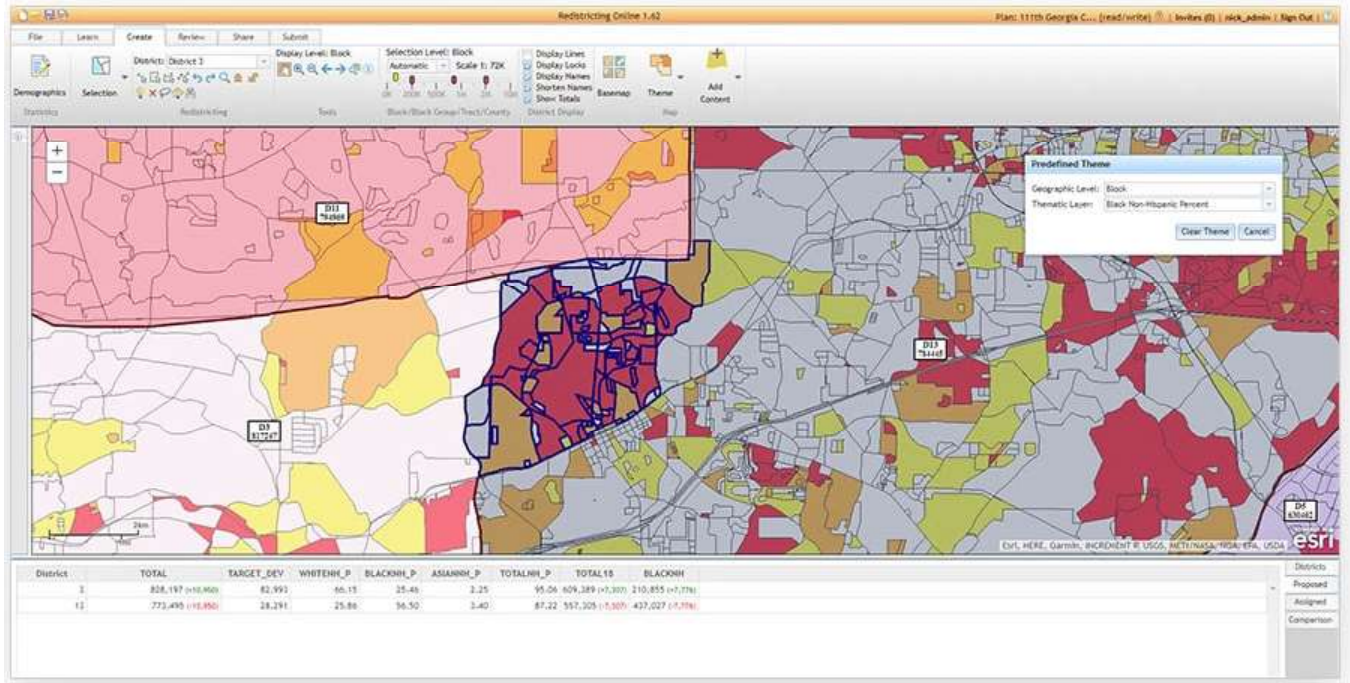


National Demographics Corporation

In the more than 200 California local districting projects between 2012 and 2020, NDC is the only consultant providing clients access to Caliper Corporation's "Maptitude Online Redistricting" tool. Even with the technical challenges arising from such tools' power and flexibility, NDC's training and encouragement frequently results in 10, 20, 30 or more different maps drawn by residents of the school district or city providing that tool to its residents.



The other primary public mapping tool currently on the market is ESRI's online districting tool. While easy to use, the ESRI product costs significantly more. As a result, traditionally only the largest jurisdictions have been able to afford it.



When it is time to start the project, NDC will work with each interested client to determine which, if any, online mapping tool best meets the goals and budget of the jurisdiction.

Paper- and Excel-based Public Mapping Tools

While online mapping tools are very popular, NDC never forgets those residents who do not have internet access or who simply prefer to not drawing maps online.

At no cost with every online mapping tool, and as a separate option for jurisdictions that for budget or other reasons do not include an online mapping tool, NDC offers our “Public Participation Kit.” Each “Kit” includes two formats.

The first, and most simple, Kit is a one-page map showing streets, city borders, and population counts for NDC-created “Population Unit” geographic areas. Residents draw the map they wish to propose and add up the population counts by hand until they get the right population count in each district. All of the directions needed are right on the single-page form. Examples of these tools, from our work for the City of Lake Forest, are available here: <https://drawlf.org/draw-a-map/>.

The second form of offline mapping tool is for those residents who do not want to deal with an online mapping tool, but who are already comfortable with Microsoft Excel. NDC provides a similar simple one-page map of those same “Population Units,” but this time the map shows the Unit ID number rather than the population count in that Unit. Residents then enter their preferred district assignment for each Population Unit into the pre-formatted Excel spreadsheet (also available on the Lake Forest website), and Excel calculates the total population and demographics of each District. When the resident has the map the way they like it, they simple email in the Excel file.

Public Participation Kit

Each number indicates the total population of that "population unit" area. Each district must have essentially equal population.

The population of each of the five districts must be close to 7,447, with no more than a 745 difference between the largest and smallest.

Name: _____

Phone or email: _____

Please use a thick dark-colored pen to draw your map, then submit it at City Hall or directly to our project consultants:
 Submission@NDCresearch.com
 PO Box 5271, Glendale, CA 91221
 You can hand-deliver, mail, fax, scan and email, or photograph and email your map.

National Demographics, October 8, 2018 #2016 CALIPER



Project Pricing

1. **Basic Project Elements** (covers everything except for per-meeting and optional expenses):..... \$ 17,000

2. **Per-Meeting expense:**

- In-person attendance, per meeting \$ 2,750
- Virtual (telephonic, Zoom, etc.) attendance, per meeting..... \$ 1,250

For each meeting, NDC will prepare meeting materials, including presentation materials and maps; present and explain key concepts, including mandatory and traditional redistricting criteria and “communities of interest”; facilitate conversations; answer questions; and gather feedback on existing and proposed boundaries.

Per-meeting prices include all travel and other anticipated meeting-related expenses. Telephone calls to answer questions, discuss project status, and other standard project management tasks do not count as meetings and do not result in any charge.

3. **Optional Project Elements:**

a) Project website \$ 4,500

b) Public mapping tool options:

- ESRI Redistricting *
- Caliper-centered system including all elements below \$ 20,000
 - “Maptitude Online Redistricting” (MOR)
 - Tuft University’s “DistrictR” (a simple neighborhood mapping tool)
 - Public Participation Kit paper- and Excel-based mapping tool

c) DistrictR without MOR or ESRI \$ 7,500

d) Public Participation Kit mapping tool without MOR or ESRI..... \$ 3,500

e) Working with independent or advisory redistricting
commission..... no additional charge

f) Additional outreach assistance..... separately contracted

* ESRI prices its software on a jurisdiction-by-jurisdiction basis. The lowest prices we have seen are \$80,000 and up. If that is an option the jurisdiction would like to pursue, NDC will request a specific price for your jurisdiction from ESRI.



Other Potential Project-Related Expenses:

The most common additional project expenses would be any site or staff costs for conducting the community forums and the cost of printing or copying paper copies of the “Public Participation Kit.” In NDC’s experience, most participants will download and print the Kits in their own homes or offices.

Additional Analysis

NDC is happy to assist with any additional analysis that the client requests at our standard hourly rates:

Principal (Dr. Douglas Johnson).....	\$300 per hour
Vice President (Justin Levitt)	\$250 per hour
Senior Consultant	\$200 per hour
Consultant.....	\$150 per hour
Analyst / Clerical	\$50 per hour

Dr. Johnson is also available for deposition and/or testimony work if needed, at \$350 per hour.



Exception: “Still Balanced” Jurisdictions

For a few jurisdictions, the existing election areas will still meet the equal population and voting rights act requirements using new 2020 Census data and the requirements of California’s new “Fair Maps” law. These jurisdictions have the option simply retain the existing map without drawing and holding hearings on alternative maps. For jurisdictions electing this approach, the project would conclude with that decision and the only project expense would be the “still balanced” analysis expense and any per-meeting fees (at the per-meeting rates stated above).

Includes all the services listed below: \$ 2,000

- Compile total population and Citizen Voting Age Population data.
- Import existing election area lines.
- Compile population data by election area and calculate population deviations, prepare memo summarizing findings.

Requested Payment terms:

NDC requests that one-half of the “Basic Project Elements” fee or the entire “Still Balanced” project fee be paid following the decision on which project will be undertaken, with the balance of the project costs paid at the conclusion of the project.