

MEMORANDUM

TO: City Council
FROM: City Manager
DATE: June 22, 2017
SUBJECT: Comments on Agenda Items, Meeting of June 27, 2017

At 6:00 p.m., interviews will be held for the Mayor's Youth Council.

ITEM 7. On April 1, 2017, the Duarte Unified School District held a school-wide track meet. The top two in each event and age group qualified for the Southern California Municipal Athletic Federation (SCMAF) San Gabriel Valley track meet on May 13 in San Dimas. Those qualifiers have been invited to the City Council meeting to be recognized for their achievement.

ITEM 11.D (Consent). The City Council will proclaim July as "Parks Make Life Better in Duarte Month." Duarte Parks and Recreation has been a partner and fellow advocate with California Park and Recreation Society (CPRS) for all causes relating to making parks available to all, and in encouraging residents and non-residents to visit and enjoy Duarte's beautiful parks. Duarte Parks and Recreation has embraced CPRS's "Parks Make Life Better" slogan as part of the department's goals to provide a wholesome and healthy environment for our residents to enjoy.

ITEM 11.E (Consent). This is a resolution that would establish an hourly rate schedule for a part-time Senior Custodian position. This part-time position would be under the supervision of the Facilities Supervisor, and will be assisting with playground and facility inspections, filing of invoices and service requests, and overall custodial work. In the absence of the Supervisor, this position will be familiar with the established schedule and tasks assigned to the other part-time Facilities staff.

ITEM 11.F (Consent). This is a resolution adopting the Citywide salary and pay schedule.

ITEM 11.G (Consent). This is a resolution delegating the handling and disposition of government tort claims not covered under the California Joint Powers Insurance Authority. Most of the Government Tort Claims Act claims the City receives are included within the City's joint powers insurer, the California JPIA. Recently, the City received a claim which was not covered by the California JPIA. This pointed out a "gap" in the City's delegation of the treatment of such claims, and necessitated City Council action on the claim, which is also on this evening's agenda. Staff recommends that the City extend the delegation it has previously offered to the California JPIA to the City Manager in consultation with the City Attorney, for claims up to \$25,000.

ITEM 11.H (Consent). The City Council is being asked to consider an amendment to the Expense Reimbursement Policy. The amendment will allow an option for City Councilmembers to accept a vehicle allowance in the amount of \$75 per month, in lieu of tracking and submitting reimbursement requests for actual mileage traveled for City-related events.

ITEM 11.I (Consent). On June 5, 2017, the City received a Claim for Damages from Robert Juan Walton. Mr. Walton's claim stems from a City code enforcement effort (including several administrative citations) for code violations on the property with a physical address of 2511 Markwood Street. Mr. Walton does not own the property, but instead was (until recently) a tenant on the property. In the Claim for Damages form that Mr. Walton submitted to the City, Mr. Walton claims that the violations that the City cited him for did not apply to the property (i.e. were not applicable to residential

properties), that the City both selectively enforced its codes against him and discriminated against him based on race, and that the City failed to afford him due process by not providing him sufficient information to appeal those citations. Mr. Walton seeks \$100,000 for general damages, and an additional \$100,000 for punitive damages.

The City Attorney's Office recommends that the City Council (1) reject Mr. Walton's claim as untimely, and (2) reject Mr. Walton's claim as a whole, based on the fact that (a) he failed to exhaust his administrative remedies and, moreover (b) the City did not selectively discriminate against him (based on race or otherwise), nor did the City commit any due process violation.

ITEM 13.A. The City Council will make appointments to the Mayor's Youth Council.

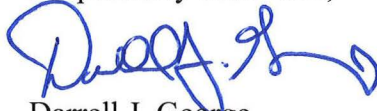
ITEM 13.B. This is to consider approving an Exclusive Negotiating Agreement (ENA) with Arbor Capital Group, Inc., for the properties at 1303-1305 Huntington Drive (the former Sparr Liquor Store). The proposed negotiating period will be 90 days, with the possibility to increase the period to 180 days if positive progress is occurring. The ENA would provide the developer assurance that the City would not negotiate with other developers, and would also require the developer to develop a concept site plan and elevations that includes a parking plan for the adjacent shopping center; partner with the City in discussions with property owners in the adjacent shopping center to encourage property improvements including parking lot, landscape, façade, and sign improvements; and market the property to restaurant, retail, and service uses, with a focus on restaurants. The developer will also need to provide proof of financial ability to develop the property, and provide the City a draft pro forma in this negotiation period.

ITEM 13.C. This is to approve a contract with TFN Architectural Signage for the construction of City entry signs, City boundary signs, and median street identification signs. In addition, the Council is being asked to consider the following options:

- Three City entry monument signs, 13 median street name ID signs, eight City boundary signs, and related preparation demolition for \$220,121.20.
- Remove the 13 median street name ID signs and construct: Three City entry monument signs, eight City boundary signs, and related preparation demolition for \$107,901.82. For this option, the Council should decide if the existing median street ID signs should be removed.

ITEM 13.D. A presentation will be given by Hunt Design related to the concept designs for the street name signs. Existing street name signs have been in place for several years. Replacement of the current signs is necessary because, over time, they have become faded. Replacement of the signs with similar signs is not recommended, since State and Federal guidelines for signs have changed, and the current sign size, letter size, and font are not in compliance. The purpose of the presentation is for the Hunt Design team to present a concept street name sign design to City Council for approval. Once a concept is approved, the consultant will move forward with development of a bid package that will include sign details, specifications, and exact quantities.

Respectfully submitted,



Darrell J. George
City Manager

Mayors Youth Council
Interview Schedule
Tuesday, June 27, 2017

6:00 pm

Danielle Campos
Stephanie Delgadillo
Dalylah Sandoval

6:15 pm

Edith Gomez
Faith Peoples
Valerie Vazquez

6:30 pm

Yvette Rodriguez
Lexi Possehl
Sargis Bederian

6:45 pm

Nicole Ochoa
Samantha Martinez
Yesenia Chavez

MINUTES

DUARTE CITY COUNCIL/DUARTE UNIFIED SCHOOL DISTRICT/MAD TOWN COUNCIL SPECIAL JOINT SESSION – TUESDAY, JUNE 13, 2017

CALL TO ORDER The City Council of the City of Duarte, the Board of Directors of the Duarte Unified School District, and the members of the MAD (Monrovia-Arcadia-Duarte) Town Council met in a joint session at the Duarte Community Center, 1600 Huntington Drive, Duarte, California. The meeting was called to order at 5:15 p.m.

PLEDGE TO THE FLAG Captain David Flores led the Pledge of Allegiance to the Flag.

ROLL CALL

CITY COUNCIL
PRESENT: Fasana, Finlay, Kang, Paras-Caracci, Reilly
ABSENT: None
STAFF: City Manager Darrell George

SCHOOL DISTRICT
PRESENT: Bell, Diaz, Edwards, Reyes, Taylor
ABSENT: None
STAFF: Superintendent Allan Mucerino

MAD TOWN COUNCIL
PRESENT: Bullock, Hall, Schmidt, Sells, Williams
ABSENT: Nicoloro

ADOPTION OF AGENDA The Agenda was unanimously adopted by all agencies.

INPUT ON AGENDA ITEMS There was no input on Agenda items.

AGENDA ITEMS
City/DUSD Joint Use Agreement Director of Parks and Recreation Cesar Monsalve, DUSD Chief Facilities Officer Brad Patterson, and DUSD Superintendent Allan Mucerino provided an update about the joint use agreement for parks dating back to 1981, stated the City and School District are negotiating an updated agreement, discussed background, history, and improvements to facilities, presented highlights of the proposed agreement, noted in 1981, the School had land, the City had money, and the community had a need, provided additional information about various changes that have occurred in the past several years, including school funding, and answered questions pertaining to DYAC, liability, bonds, County youth participation, availability of grants, and charge for use of fields.

Public Safety Update Los Angeles County Sheriff's Department Captain David Flores, Deputy Jerry Lozano, Sgt. Dave Kearney, and Director of Public Safety Services Brian Villalobos presented an update about recent public safety issues, provided statistics for the area, and answered questions pertaining to homelessness, early

6/13/17

Joint Meeting

release program, prisoner realignment, changes in sentencing, crime trends, and Sheriff's Department commitment to the areas they patrol.

Campus Master Plan Update

DUSD Superintendent Mucerino and Chief Facilities Officer Patterson presented an update about the Campus Master Plan, Measure E project timeline, and DUSD Competitive Advantage Plan 2016-2021, including goals and strategies, and answered questions.

ORAL COMMUNICATIONS

The following spoke on items not on the Agenda.
Frank Figueroa – Measure E projects.

ITEMS FROM CITY COUNCIL,
SCHOOL BOARD, AND
TOWN COUNCIL

City Councilmembers, School Board Members, and the MAD Town Council expressed appreciation for the joint session, stated there were good discussions, and thanked members of each of the agencies.

ADJOURNMENT

The special joint session was adjourned at 7:13 p.m. The Duarte City Council adjourned to its regular meeting, June 13, 2017.

Mayor Margaret Finlay

ATTEST:

City Clerk

MINUTES

JOINT CITY COUNCIL/CITY COUNCIL AS SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY/HOUSING AUTHORITY/COMMUNITY FACILITIES FINANCING AUTHORITY OF THE CITY OF DUARTE REGULAR MEETING – JUNE 13, 2017

CALL TO ORDER	The City Council/City Council as Successor Agency to Dissolved Redevelopment Agency/Housing Authority/Community Facilities Financing Authority of the City of Duarte met in a regular meeting in the Council Chambers, 1600 Huntington Drive, Duarte, California. Mayor Finlay called the meeting to order at 7:30 p.m.
RECORDATION OF ATTENDANCE	The following were in attendance: PRESENT: Fasana, Kang, Paras-Caracci, Reilly, Finlay ABSENT: None ADMINISTRATIVE STAFF PRESENT: City Manager George City Attorney Cosgrove
ADOPTION OF AGENDA	Fasana moved, Paras-Caracci seconded to make the finding that the need to take action arose after the Agenda was posted, and to add a letter opposing SB 649 to the Consent Calendar, and carried unanimously. Reilly moved, Kang seconded to adopt the Agenda, as amended, and carried unanimously.
PLEDGE TO THE FLAG	Jacob Williams led the Pledge of Allegiance to the flag.
MOMENT OF REFLECTION	A moment of reflection was observed.
FITNESS/MENTAL WARM-UP	Paras-Caracci and Finlay provided the warm-up.
SPECIAL ITEMS	The Mayor's Youth Council update was not presented.
Mayor's Youth Council update (Not presented)	Wesley Reutimann, Bike SGV Planning Committee, presented the final report for the 626 Golden Streets event, which took place on March 5, 2017, with eight communities participating, thanked staff for their planning and hard work, and presented the City with framed photos of the event.
Final Report 626 Golden Streets	
Upper SGV Municipal Water District – Water Supply report	Bryan Urias, Upper SGV Municipal Water District, introduced General Manager Shane Chapman, who presented a water supply update, including drought progression, imported resources, storage reserves, rainfall history/forecast, water use/prohibitions, conservation, and education programs.
ANNOUNCEMENTS	Kristi Lopez, District Representative for Senator Portantino, provided contact information for the Senator. Craig Hensley introduced the City's new Associate Planner Nick Baldwin. City Council welcomed Mr. Baldwin to the City. Brian Barreto, Cal-Am Water, presented an update about the water main project on Mountain/Huntington Drive.

06/13/17

Regular Meeting

Sheryl Lefmann announced upcoming Chamber of Commerce events in the month of June.

Joanna Gee, Duarte Library, announced story times, classes, and reading/teen programs for the Summer months.

Karen Herrera announced a number of upcoming community events, concerts, and programs during the Summer months.

Finlay inquired if our fine for discharging illegal fireworks could be higher than \$1,000, and asked if we can add administrative costs on top of that. Cosgrove stated we are looking into it.

ITEMS ADDED TO CONSENT

It was noted that approval of a letter opposing SB 649 was added to the Consent Calendar as Item 10.H.

CONSENT CALENDAR

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

Approve Items A, B, C, G.

Remove Items D, E, F, H.

ITEMS REMOVED

Item D – Cablecast Agreement
Levon Yotnakhparian

ITEM D – APPROVED

Reilly moved, Fasana seconded to approve Amendment No. 6 to the Agreement with Levon Yotnakhparian for City Council Meeting Cablecasting Services in the amount of \$12,650 (7/1/16-6/30/18), and carried unanimously.

Item E – Services Agreement
Chamber of Commerce

ITEM E – APPROVED

Reilly moved, Fasana seconded to approve the annual Services Agreement with the Duarte Chamber of Commerce in the amount of \$45,100 (7/1/17 - 6/30/18), and carried unanimously.

Item F – Bradbourne Avenue
Project - Acceptance

ITEM F – APPROVED

Craig Hensley presented a staff report and answered questions about the item.

Reilly moved, Paras-Caracci seconded to accept the Bradbourne Avenue Improvement Project – Huntington Drive to Royal Oaks Drive (All American Asphalt) as complete, and to authorize the City Clerk to initiate the Notice of Completion, and carried unanimously.

Item H – Letter opposing SB 649
Wireless Telecommunications
Facilities

ITEM H – APPROVED

George presented a staff report about SB 649 (Hueso), and stated the League of California Cities has requested that cities oppose the legislation.

Fasana moved, Reilly seconded to approve the letter opposing SB 649 (Hueso), and carried unanimously.

PUBLIC HEARING

Council Bill 17-R-33 – TEFRA
Calif. Enterprise Development
Authority – SMG Arts

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

Cosgrove read by title Council Bill 17-R-33:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE APPROVING THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS BY THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$3,000,000 FOR THE PURPOSE

OF FINANCING OR REFINANCING THE COST OF ACQUIRING, CONSTRUCTING, DEVELOPING, RENOVATING, EQUIPPING AND FURNISHING FACILITIES FOR THE BENEFIT OF SMG ARTS PROPERTY AND OTHER MATTERS RELATING THERETO HEREIN SPECIFIED

Cosgrove noted a correction to the staff report (school starts August 2017), and a correction to the Council Bill (in the fourth “whereas,” the facilities are owned by the Duarte Unified School District). It was further noted that the address in the staff report should be 1401 Highland.

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

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

Steve Hernandez stated this is a great idea, we have so much to benefit from that school, and it will help keep our high school sustainable.

Ralph Opacic, School of the Arts, provided information about the proceeds, stated over 650 students have been accepted from over 80 cities, with the largest amount from Duarte, stated by 2019, enrollment is expected to be over 1,000, and thanked the City Council for bringing this item forward.

Mayor Finlay closed the Public Hearing.

There was discussion about middle and high schools, bus transportation, 8th grade village, extreme creativity of this project, and the school being great for the District and the students.

Fasana stated he would like to see the video capability instruction accelerated, and to work with DCTV.

RESOLUTION NO. 17-33

Fasana moved, Kang seconded to adopt Resolution No. 17-33, and carried unanimously.

RESOLUTION
Council Bill 17-R-34
Sets Public Hearing – Landscape/
Lighting District 2017-18

Council Bill 17-R-34 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2017-2018 WITHIN THE CITY WIDE LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT, PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972; AND FIXING A TIME AND PLACE FOR THE PUBLIC HEARING TO HEAR OBJECTIONS THERETO

Craig Hensley presented a staff report about the Council Bill, and noted it sets the Public Hearing for July 25, 2017. Dominic Milano answered questions about Zone 18.

RESOLUTION NO. 17-34

Reilly moved, Kang seconded to adopt Resolution No. 17-34, and carried unanimously.

BUSINESS ITEMS

MOU – Duarte Historical Society

Cesar Monsalve presented the staff report about the MOU that would legally establish the City as the owner of the building at 777 Encanto Parkway, with the Duarte Historical Society continuing the museum operations as a tenant of the building, and stated the building, maintenance, and repairs would become the City's responsibility. Claudia Heller described museum programs and exhibits, and stated with the City taking over the building, museum staff will be able to do what they do best.

Paras-Caracci moved, Fasana seconded to authorize the City Manager to execute a Memorandum of Understanding with the Duarte Historical Society and Museum, as outlined in the staff report, and carried unanimously.

PACE Lending Programs
Property Assessed Clean Energy

David Eoff IV, Associate Planner, presented the staff report pertaining to the Property Assessed Clean Energy (PACE) lending programs, and noted representatives from three of the four providers/ lenders were in attendance to answer questions.

Cosgrove read by title the following five Council Bills:

Council Bill 17-R-35
Participation in CMFA program

Council Bill 17-R-35 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY IN THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS

Council Bill 17-R-36
Participation in CSCDA program

Council Bill 17-R-36 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY IN THE CSCDA OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY AND AUTHORIZING RELATED ACTIONS

Council Bill 17-R-37
Figtree – CEDA program

Cosgrove noted a correction to the title of Council Bill 17-R-37 and corrections to the Resolution, as the City of Duarte is already an associate member in the California Enterprise Development Authority.

Council Bill 17-R-37 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE AUTHORIZING THE CITY TO JOIN THE FIGTREE PACE PROGRAM; AUTHORIZING THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTH-

ORITY TO CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY OF DUARTE; AND AUTHORIZING RELATED ACTIONS

Council Bill 17-R-38
GSFA program/membership
(AB 811)

Council Bill 17-R-38 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE GOLDEN STATE FINANCE AUTHORITY PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS, ELECTRIC VEHICLE CHARGING INFRASTRUCTURE, AND OTHER IMPROVEMENTS AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO

Council Bill 17-R-39
GFSA program/membership
(SB 555)

Council Bill 17-R-39 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE GOLDEN STATE FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY) TO FINANCE RENEWABLE ENERGY IMPROVEMENTS, ENERGY EFFICIENCY AND WATER CONSERVATION IMPROVEMENTS, ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND OTHER IMPROVEMENTS AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO

There was discussion about the programs that provide alternative methods for Duarte property owners to finance energy-related improvements through amortized annual assessments that are included on the property owner's tax bills.

RESOLUTION NO. 17-35

Kang moved, Reilly seconded to adopt Resolution No. 17-35, and carried unanimously.

RESOLUTION NO. 17-36

Paras-Caracci moved, Reilly seconded to adopt Resolution No. 17-36, and carried unanimously.

RESOLUTION NO. 17-37

Reilly moved, Kang seconded to adopt Resolution No. 17-37, as amended, and carried unanimously.

RESOLUTION NO. 17-38

Kang moved, Reilly seconded to adopt Resolution No. 17-38, and carried unanimously.

RESOLUTION NO. 17-39

Paras-Caracci moved, Reilly seconded to adopt Resolution No. 17-39, and carried unanimously.

Contract – Platinum Construction
Design – 1735 Huntington Drive

George presented the staff report about the project. Jason Golding, Planning Manager, provided additional information and answered questions from City Councilmembers.

Reilly moved, Paras-Caracci seconded to award the contract to Platinum Construction Design in the amount of \$39,520 for the Office Space Tenant Improvement Project at 1735 Huntington

Drive, and carried unanimously.

City/Authority 2017-18 Budget

George provided introductory comments about the proposed FY 2017-18 budget, and thanked staff and City Council for their efforts in producing the document. Kristen Petersen presented the staff report, including projects recently completed, projects underway, projected General Fund revenues/expenses, emergency response expenses, personnel expenditures, L.A. County Sheriff's expenditures, other increases, and other City funds.

Fasana moved, Reilly seconded to adopt the Fiscal Year 2017-18 City of Duarte/Housing Authority budget as presented, and carried unanimously.

ITEMS FROM CITY COUNCIL/
CITY MANAGER

GEORGE: Thanked City Council and staff for their good efforts during the budget process.

PARAS-CARACCI: Stated the lamp post on Royal Oaks and Vineyard is leaning over.

REILLY: Stated the Northview graduation was melancholy, as it will be the last time students will be graduating from an intermediate school, congratulated Duarte High School graduates, and stated she celebrated 25 years of service with the School District.

FASANA: Stated the Taste of Duarte was fantastic, and thanked our partners at the School District and MAD Town Council for the joint meeting.

KANG: Stated his daughter attends the Duarte ballet class and it is fantastic, we need to patrol areas discharging illegal fireworks as he is hearing and smelling them already, the lights are out on three or four of the monument signs on Huntington Drive, auto sales are going down and we need to think about sales tax, and stated FBA Fulfillment by Amazon is coming to Arcadia, and it will impact us and our retail stores.

FINLAY: Stated she thinks we need a Duarte app for our phones, the parking on Duarte Road in front of the City of Hope has changed and asked if we could look at that, she is looking forward to the meeting with the Temple Station Captain, and asked the City Attorney for a report at the next meeting about mileage reimbursement vs. the set amount.

ADJOURNMENT

Reilly moved, Paras-Caracci seconded to adjourn the meeting at 10:09 p.m., and carried unanimously.

Mayor Margaret Finlay

City Clerk

06/13/17
Regular Meeting



City of Duarte

Council Warrant Register Over \$5000

By Payment Number

Payment Dates 06/14/2017 - 06/27/2017

Payment Number	Payment Date	Payable Number	Vendor #	Description	Vendor Name	Account Number	Project Account Key	Payment Amount
								Item Amount
207739	6/22/2017		4241	THE SAUCE CREATIVE SERVICES CORP				9,574.95
		1428		TC Dance Uniforms		100-1605-7735		411.39
		1582		Summer 2017 Duarte Newsletter		100-1020-7980		1,050.00
		1582		Summer 2017 Duarte Newsletter		100-1205-7613		1,050.00
		1582		Summer 2017 Duarte Newsletter Desi		100-1605-7739		2,100.00
		1583		Summer 2017 Newsletter Print/Mail		100-1020-7980		1,240.89
		1583		Summer 2017 Newsletter Printing/M		100-1205-7613		1,240.89
		1583		Summer 2017 Newsletter Printing/M		100-1605-7739		2,481.78
207745	6/22/2017		4484	U.S. BANK				6,032.11
		52517CM		Green Home Awards Refreshments (		100-1020-7715		387.63
		52517CM		Green Home Awards (Target)		100-1020-7715		800.00
		52517CM		CPR/FA Cards (American Red Cross)		100-1205-7615		378.00
		52517CM		Green Home Awards (Home Depot)		100-1405-7975		800.00
		52517CM		Kelly Barnes Annual Park Summit 5/4		100-1605-7610		24.00
		52517CM		Lupe Valerio Annual Park Summit 5/4		100-1605-7610		24.00
		52517CM		SC Bead Weaving Class Supplies (Fire		100-1605-7733		214.90
		52517CM		SC Mother's Day Tea Flowers 5/3/17		100-1605-7733		54.50
		52517CM		Duarte Dance Team Shoes (Footactio		100-1605-7735	201319-Teen Center Sponsorship	76.11
		52517CM		Duarte Dance Team Shoes (Finish Lin		100-1605-7735	201319-Teen Center Sponsorship	869.80
		52517CM		Nature Camp Supplies (S & S Worldwi		100-1605-7736		709.59
		52517CM		Nature Camp Supplies (Amazon)		100-1605-7736		139.48
		52517CM		Nature Camp Trip 6/15/17 (Discovery		100-1605-7736		150.00
		52517CM		Nature Camp Supplies (Oriental Tradi		100-1605-7736		147.26
		52517CM		Adult Excursion Lunch 5/10/17 (Bucc		100-1605-7737		780.26
		52517CM		TC Boxing Equipment (Title Boxing)		100-1605-7745		621.80
		52517CM		CPR Training 5/17/17 (Little Caesars)		100-1605-7980		19.59
		52517CM		Cooler Spout (Amazon)		100-1605-7980		9.74
		52517CM		City Hall Coffee (Grocery Outlet)		100-1610-7618		9.98
		52517cm-42617		Refund-SC Event (E16388) In-N-Out B		100-1605-7733		-184.53
207753	6/27/2017		3655	ALL AMERICAN ASPHALT				7,097.23
		174898		Retention-Bradbourne St Improv		260-2605-8070	201702-Street Imp-Bradbourne Ave Rehab (601	7,097.23
207757	6/27/2017		3889	BRIGHTVIEW LANDSCAPE SERVICES INC				35,357.14
		5333487		Huntington Dr Seasonal Color		240-2410-7891		2,049.27
		5334942		Huntington Dr Seasonal Color		240-2410-7891		1,338.75
		5343815		Landscape Maintenance 6/2017		100-1020-7724		115.00
		5343815		Landscape Maintenance 6/2017		100-1415-7916		2,130.00
		5343815		Landscape Maintenance 6/2017		100-1825-7945	250016-Oper of Acq Prop-1229 Pops Road	41.67
		5343815		Landscape Maintenance 6/2017		100-1825-7945	990002 - Oper of Acq Prop - Duarte Trailer Park	41.67
		5343815		Landscape Maintenance 6/2017		240-2410-7915		7,500.00
		5343815		Landscape Maintenance 6/2017		240-2410-7917		4,630.00
		5343815		Landscape Maintenance 6/2017		240-2420-7914		345.16
		5343815		Landscape Maintenance 6/2017		240-2421-7914		1,300.00
		5343815		Landscape Maintenance 6/2017		240-2422-7914		480.58
		5343815		Landscape Maintenance 6/2017		240-2423-7914		900.00
		5343815		Landscape Maintenance 6/2017		240-2424-7914		550.00
		5343815		Landscape Maintenance 6/2017		240-2425-7914		400.00
		5343815		Landscape Maintenance 6/2017		240-2426-7914		180.00
		5343815		Landscape Maintenance 6/2017		240-2427-7914		630.33
		5343815		Landscape Maintenance 6/2017		240-2431-7914		800.00
		5343815		Landscape Maintenance 6/2017		240-2432-7914		835.00
		5343815		Landscape Maintenance 6/2017		240-2433-7914		530.00

Council Warrant Register Over \$5000

Payment Dates: 06/14/2017 - 06/27/2017

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	5343815	Landscape Maintenance 6/2017		240-2434-7914		355.00
	5343815	Landscape Maintenance 6/2017		240-2435-7914		500.00
	5356965	Broken Irrigation Wire Repair		240-2421-7887		640.00
	6401421/H	Rancho Verde Landscape Improveme		240-2427-7887		9,064.71
207762	6/27/2017	5120	CHARLES ABBOTT ASSOCIATES INC			31,845.42
	56974	Building & Safety Services 5/2017		100-1405-8100		31,845.42
207764	6/27/2017	5705	COVERT LAW ENFORCEMENT			6,975.00
	INV-0243	Video Incident Tracking System, Adv P		100-1205-8100		6,975.00
207778	6/27/2017	5637	LA MOBO BUS SERVICE INC			11,271.38
	6031	Bus 103 Water Pump/Coolant/Signal		440-4405-7887		1,194.07
	6065	Bus 104 Turbo and Actuator		440-4405-7887		5,403.50
	6082	Bus 102 Main Engine Harness/Air Filt		440-4405-7887		2,521.31
	6095	Bus 103 EGR Hose Repair		440-4405-7887		594.17
	6098	Bus 103 Engine Oil Service		440-4405-7887		483.76
	6146	Bus 104 Coolant Hoses/Leveling Valve		440-4405-7887		1,074.57
207783	6/27/2017	0903	CITY OF MONROVIA			13,651.74
	1700530	Fuel-City Manager 4/2017		100-1010-7650		114.87
	1700531	Fuel-Field Services 4/2017		100-1410-7650		1,283.45
	1700532	Fuel-Parks & Rec 4/2017		100-1605-7650		576.92
	1700533	Fuel-Public Safety 4/2017		100-1205-7650		907.32
	1700534	Fuel-Cmty Development 4/2017		100-1405-7650		45.49
	1700535	Fuel-Sheriff's Dept 4/2017		100-1205-7781		4,140.72
	1700536	Fuel-Transit Dept 4/2017		440-4405-7619		6,582.97
207785	6/27/2017	5344	MORSE PLANNING GROUP			6,225.00
	2017-0019	3rd & Oak Residential Project Consul		100-1405-7965	201715-Prof Svc-3rd St and Oak Res	6,225.00
207790	6/27/2017	0904	RKA CONSULTING GROUP			12,438.50
	26167	Las Lomas Gas Line Inpsections 4/201		100-1405-7969	201719-Engineering-Gas Co-Las Lomas/Calle Ma	2,160.00
	26169	Royal Oaks Signal Engineering 4/2017		100-1405-7969	201725-Royal Oaks Signal	8,008.50
	26170	Contract Engineer 4/2017		100-1405-7969		1,500.00
	26171	Engineering Plan Check 4/2017		100-1405-7969		770.00
207791	6/27/2017	0196	RUTAN & TUCKER LLP			16,240.43
	777338	General City Attorney (Retainer) 4/20		100-1015-7680		8,832.95
	777343	City of Hope Legal 4/2017		100-1015-7686	201406-Legal Fees-City of Hope EIR Reimb	2,912.00
	778400	Code Enforcement Legal 4/2017		100-1015-7684		4,495.48
207809	6/27/2017	1521	WEST COAST ARBORISTS INC			7,850.00
	126120	Sports Field Tree Trimming		100-1415-7907		4,000.00
	126120	Residential Tree Trimming		240-2410-7909		3,850.00
41	6/27/2017	4286	MAXTREME INC			8,900.00
	13281	IT Helpdesk 6/2017		100-1815-7965		8,700.00
	13281	Crash Plan Recovery 6/2017		100-1815-7980		200.00
Payment Total:						173,458.90

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	111,628.52
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	36,878.80
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDB)	7,097.23
440 - PROPOSITION A TRANSIT FUND	17,854.35
Grand Total:	173,458.90

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7650	Vehicle Maintenance	114.87
100-1015-7680	City Attorney	8,832.95
100-1015-7684	Code Enforcement	4,495.48
100-1015-7686	Other Legal Services	2,912.00
100-1020-7715	Green Home Awards FY	1,187.63
100-1020-7724	Post Office Parking	115.00
100-1020-7980	Other Expenses	2,290.89
100-1205-7613	Duplications And Photos	2,290.89
100-1205-7615	Emergency Supplies	378.00
100-1205-7650	Vehicle Maintenance	907.32
100-1205-7781	Contract Law Enforceme	4,140.72
100-1205-8100	Other Capital Acquisitio	6,975.00
100-1405-7650	Vehicle Maintenance	45.49
100-1405-7965	Professional Services	6,225.00
100-1405-7969	City Engineer	12,438.50
100-1405-7975	Economic Development	800.00
100-1405-8100	Other Capital Improvem	31,845.42
100-1410-7650	Vehicle Maintenance	1,283.45
100-1415-7907	Tree Trim-Sports Park	4,000.00
100-1415-7916	Landscape-Sport Park	2,130.00
100-1605-7610	Travel, Mtgs & Conf	48.00
100-1605-7650	Vehicle Maintenance	576.92
100-1605-7733	Senior Center	84.87
100-1605-7735	Teen Center	1,357.30
100-1605-7736	Recreation Classes	1,146.33
100-1605-7737	Adult Excursions	780.26
100-1605-7739	Publicity	4,581.78
100-1605-7745	Boxing Program	621.80
100-1605-7980	Other Expenses	29.33
100-1610-7618	Building Supplies	9.98
100-1815-7965	Professional Services	8,700.00
100-1815-7980	Other Expenses	200.00
100-1825-7945	Operation Of Acq Prop	83.34
240-2410-7891	Repairs-Medians	3,388.02
240-2410-7909	Tree Trim-Residential	3,850.00
240-2410-7915	Landscape-Citywide	7,500.00
240-2410-7917	Landscape-Medians	4,630.00
240-2420-7914	Landscape Maintenance	345.16
240-2421-7887	Repairs & Replacements	640.00
240-2421-7914	Landscape Maintenance	1,300.00
240-2422-7914	Landscape Maintenance	480.58
240-2423-7914	Landscape Maintenance	900.00
240-2424-7914	Landscape Maintenance	550.00
240-2425-7914	Landscape Maintenance	400.00
240-2426-7914	Landscape Maintenance	180.00
240-2427-7887	Repairs & Replacements	9,064.71
240-2427-7914	Landscape Maintenance	630.33
240-2431-7914	Landscape Maintenance	800.00
240-2432-7914	Landscape Maintenance	835.00

Account Summary

Account Number	Account Name	Payment Amount
240-2433-7914	Landscape Maintenance	530.00
240-2434-7914	Landscape Maintenance	355.00
240-2435-7914	Landscape Maintenance	500.00
260-2605-8070	Street Improvements (C	7,097.23
440-4405-7619	Fuel And Oil	6,582.97
440-4405-7887	Repairs & Replacements	11,271.38
	Grand Total:	173,458.90

Project Account Summary

Project Account Key	Payment Amount
None	146,026.92
201319-Teen Center Sponsorship	945.91
201406-Legal Fees-City of Hope EIR Reimb	2,912.00
201702-Street Imp-Bradbourne Ave Rehab (601779-16)	7,097.23
201715-Prof Svc-3rd St and Oak Res	6,225.00
201719-Engineering-Gas Co-Las Lomas/Calle Martos	2,160.00
201725-Royal Oaks Signal	8,008.50
250016-Oper of Acq Prop-1229 Pops Road	41.67
990002 - Oper of Acq Prop - Duarte Trailer Park	41.67
Grand Total:	173,458.90



City of Duarte

Council Warrant Register by Account By Fund

Payment Dates 06/14/2017 - 06/27/2017

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 100 - GENERAL FUND					
100-1005-7614	GRAND PRINTING INC	Tzeitel Paras-Caracci Business Cards	207772		99.62
100-1005-7641	U.S. BANK	John Fasana SCAG Conf Hotel 5/3/17	207804		124.47
100-1005-7646	U.S. BANK	Paras-Caracci SCAG Hotel 5/3/17 - 5/5/17	207804		348.56
100-1005-7647	LIZ REILLY	CCCA Conference Hotel	207789		327.72
100-1005-7648	U.S. BANK	Sam Kang SCAG Hotel 5/4/17	207804		174.28
100-1005-7648	U.S. BANK	Sam Kang NLC Leadership Mtg Hotel 6/19/17	207804		196.89
100-1005-7980	U.S. BANK	Budget Workshop 5/16/17 (Sweet Nothings)	207748		76.00
100-1005-7980	U.S. BANK	Budget Workshop 5/16/17 (Cabrera's)	207748		465.38
100-1005-7980	U.S. BANK	Budget Workshop 5/16/17 (Pavillions)	207748		13.98
100-1010-7610	LEAGUE OF CALIFORNIA CITIES	Darrell George City Mgr Mtg 5/17/17	207728		40.00
100-1010-7610	U.S. BANK	Karen Herrera League Policy Mtg Airfare 6/7/17	207804		375.89
100-1010-7610	U.S. BANK	Darrell George ICSC Conf Dinner 5/13/17	207804		42.74
100-1010-7610	U.S. BANK	Darrell George CCCA Conf Hotel 5/10/17 - 5/14/17	207804		1,133.88
100-1010-7610	U.S. BANK	Darrell George ICSC Conf Transportation 5/21/17	207804		56.00
100-1010-7610	U.S. BANK	Darrell George ICSC Conf Taxi 5/23/17	207804		15.09
100-1010-7610	U.S. BANK	Darrell George SCAG Conf Hoel 5/3/17 - 5/5/17	207804		780.96
100-1010-7610	U.S. BANK	Darrell George ICSC Conf Luggage Fee	207804		25.00
100-1010-7610	U.S. BANK	Darrell George ICSC Conf Breakfast 5/23/17	207804		9.25
100-1010-7610	U.S. BANK	Darrell George/Karen Herrera ICSC Conf Lunch	207804		23.75
100-1010-7610	U.S. BANK	Darrell George ICSC Conf Taxi 5/22/17	207804		13.91
100-1010-7610	U.S. BANK	Darrell George ICSC Conf Lunch 5/21/17	207804		14.88
100-1010-7610	U.S. BANK	Darrell George ICSC Conf Taxi 5/23/17	207804		14.85
100-1010-7610	U.S. BANK	Darrell George ICSC Conf Taxi 5/22/17	207804		15.57
100-1010-7610	U.S. BANK	Misc SCAG Conference Hotel Credit	207804		-13.97
100-1010-7614	SHAFFER AWARDS	City Manager's Office Name Tags	207795		21.64
100-1010-7614	STAPLES ADVANTAGE	Office Supplies	207799		55.63
100-1010-7614	STAPLES ADVANTAGE	Office Supplies	207799		72.05
100-1010-7614	U.S. BANK	Office Supplies (Paper Direct)	207804		31.48
100-1010-7650	CITY OF MONROVIA	Fuel-City Manager 4/2017	207783		114.87
100-1010-7650	U.S. BANK	Darrell George Fastrak Replenish 5/18/17	207804		40.00
100-1010-7650	SHELL	Fuel-City Vehicles	207740		26.00
100-1010-7650	EXXONMOBIL	Fuel-City Vehicles 5/2017	207719		32.97
100-1010-7670	SAN GABRIEL VALLEY NEWSPAPERS	Legal Advertising 5/2017	207738		490.76
100-1010-7685	ARCHIVESOCIAL	Archive-Social Media 5/18/17 - 5/17/18	207755		2,388.00
100-1010-7980	J & J SPORTS & TROPHIES	City Council Polo Shirts	207776		191.40
100-1010-7980	U.S. BANK	Closed Session Mtg 4/25/17 (Panda Express)	207748		155.51
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 4/2017	207791		8,832.95
100-1015-7684	SILVER & WRIGHT LLP	Code Enforcement Legal 4/2017	207796		1,964.50
100-1015-7684	RUTAN & TUCKER LLP	Code Enforcement Legal 4/2017	207791		4,495.48
100-1015-7686	RUTAN & TUCKER LLP	City of Hope Legal 4/2017	207791	201406-Legal Fees-City of Hope EIR Reim	2,912.00
100-1020-7711	U.S. BANK	Employee Appreciation Party 5/18/17 (Tropicana)	207748		44.99
100-1020-7711	U.S. BANK	Party Supplies (Oriental Trading Co)	207748		69.67
100-1020-7715	WALMART COMMUNITY/RFCSLLC	Green Home Raffle Prizes	207806		92.18
100-1020-7715	U.S. BANK	Green Home Awards (Target)	207745		800.00
100-1020-7715	U.S. BANK	Green Home Awards Refreshments (Wild Thyme Pizza)	207745		387.63
100-1020-7716	EL NATIVO GROWERS INC	Huntington Dr Landscape Improvements	207769		390.20
100-1020-7722	TRIEPI SMITH & ASSOCIATES	Social Media Fixes	207803		62.50
100-1020-7724	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2017	207757		115.00
100-1020-7726	U.S. BANK	Levon Y-Adobe Creative Cloud	207748		49.99
100-1020-7980	THE SAUCE CREATIVE SERVICES CO	Summer 2017 Duarte Newsletter	207739		1,050.00
100-1020-7980	THE SAUCE CREATIVE SERVICES CO	Summer 2017 Newsletter Print/Mail	207739		1,240.89
100-1205-7610	CACEO	Juan Oseguera Penal Code Refresher Course	207713		75.00
100-1205-7610	U.S. BANK	Brian Villalobos SCAG Conf Hotel 5/4/17	207747		177.70

Council Warrant Register by Account

Payment Dates: 06/14/2017 - 06/27/2017

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1205-7610	U.S. BANK	Brian Villalobos CCCA Conf Hotel 5/11/17	207747		251.11
100-1205-7613	WEBER'S PRINTING	Administrative Citations (Qty 1000)	207808		647.93
100-1205-7613	THE SAUCE CREATIVE SERVICES CO	Summer 2017 Duarte Newsletter	207739		1,050.00
100-1205-7613	THE SAUCE CREATIVE SERVICES CO	Summer 2017 Newsletter Printing/Mail	207739		1,240.89
100-1205-7614	WALMART COMMUNITY/RFCSLLC	Office Supplies	207806		71.36
100-1205-7614	HOME DEPOT CREDIT SERVICES	Office Supplies (Keys)	207725		21.42
100-1205-7615	U.S. BANK	Fire Exercise Meeting Supplies (Target)	207747		16.17
100-1205-7615	U.S. BANK	First Aid Kit Band-Aids (Target)	207747		15.64
100-1205-7615	U.S. BANK	CPR/FA Cards (American Red Cross)	207745		378.00
100-1205-7636	DONALD VAILLANCOURT	Uniform Shirts	207749		64.63
100-1205-7650	HUNTINGTON & DUARTE INC	Veh 13 Fuel	207735		53.08
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 4/2017	207783		907.32
100-1205-7650	HUNTINGTON & DUARTE INC	Veh 22 Fuel	207735		75.42
100-1205-7655	THOMSON REUTERS-WEST PUBLIS	Emergency Software 5/2017	207802		140.00
100-1205-7761	SUPERIOR CT OF CAL CO OF LOS AN	Citation Revenue Tax 5/2017	207800		4,069.17
100-1205-7761	DATA TICKET INC	Admin Citation Processing 5/2017	207767		344.33
100-1205-7761	DATA TICKET INC	DUI Processing 5/2017	207767		6.00
100-1205-7761	DATA TICKET INC	Parking Citation Processing 5/2017	207767		1,726.94
100-1205-7761	DATA TICKET INC	Parking Citation Ticket Writer 5/2017	207767		2,892.48
100-1205-7779	DUARTE PIZZA COMPANY	Movie Night Staff Volunteer Dinner	207768		121.89
100-1205-7779	DUARTE PIZZA COMPANY	Touch A Truck Staff Volunteer Lunch	207768		41.32
100-1205-7779	U.S. BANK	Movie Night Supplies (Oriental Trading Co)	207747		45.84
100-1205-7779	U.S. BANK	Red Ribbon (NIMCO Inc)	207747	201716-Youth Prgms-CalGrip 2017-2018 (	517.37
100-1205-7779	U.S. BANK	Youth Event Lunch 5/13/17 (Wingstop)	207747		66.71
100-1205-7779	U.S. BANK	A-Team Field Trip 4/27/17 (Ultrazone)	207747	201716-Youth Prgms-CalGrip 2017-2018 (	375.00
100-1205-7779	U.S. BANK	A-Team Field Trip 5/11/17 (Ultrazone)	207747	201716-Youth Prgms-CalGrip 2017-2018 (	210.00
100-1205-7779	U.S. BANK	DART Movie Trip Dinner (Wingstop)	207747		123.74
100-1205-7779	YESENIA CHAVEZ	Intern Stipend	207763		100.00
100-1205-7780	THE SAUCE CREATIVE SERVICES CO	Bus Signs-Vaccination Clinic 6/24/17	207793		214.23
100-1205-7780	HOME DEPOT CREDIT SERVICES	Animal Control Supplies	207725		17.36
100-1205-7780	D & D SERVICES INC	Deceased Animal Disposal 5/2017	207766		288.00
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 4/2017	207783		4,140.72
100-1205-7781	LOS ANGELES COUNTY SHERIFF'S D	Hayden 5K and Bicycle Event 3/2017	207780		2,854.00
100-1205-7784	LOS ANGELES COUNTY SHERIFF'S D	Prisoner Maintenance	207730		555.86
100-1205-7980	WALMART COMMUNITY/RFCSLLC	6/12/17 Neighborhood Watch Mtg	207806		87.11
100-1205-7980	SMART & FINAL	Movie Night 6/2017	207741		294.23
100-1205-7980	DANIEL FLORES	Movie Night Sound	207771		300.00
100-1205-8100	COVERT LAW ENFORCEMENT	Video Incident Tracking System, Adv Pole Camera	207764		6,975.00
100-1405-7610	U.S. BANK	Craig Hensley SCAG Conf Hotel 5/3/17 - 5/5/17	207746		310.72
100-1405-7610	U.S. BANK	Jason Golding APALA Awards Dinner 6/22/17	207746		42.39
100-1405-7610	U.S. BANK	David Eoff APALA Awards Dinner 6/22/17	207746		42.39
100-1405-7610	U.S. BANK	Nick Baldwin APALA Awards Dinner 6/22/17	207746		42.39
100-1405-7610	U.S. BANK	Craig Hensley 2017 APA Conference Registration	207746		545.00
100-1405-7612	U.S. BANK	Craig Hensley APA/AICP Membership	207746		700.00
100-1405-7612	U.S. BANK	Hightail Subscription-Lg Data Format	207746		15.99
100-1405-7612	U.S. BANK	Pasadena Star News Online Suubscription	207746		10.00
100-1405-7613	STAPLES ADVANTAGE	20-Wide Paper/Printer Toner	207799		274.57
100-1405-7613	U.S. BANK	Annual Parking Permits (SmartSigns_	207746		510.30
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	207799		32.59
100-1405-7614	STAPLES ADVANTAGE	Credit for Inv # 3339416884	207799		-3.96
100-1405-7614	STAPLES ADVANTAGE	Credit for Inv # 3340298471	207799		-57.30
100-1405-7650	ALEX ROMO AUTO & TRUCK REPAIR	Veh 32 PM Service/Repair	207752		163.85
100-1405-7650	CITY OF MONROVIA	Fuel-Cmty Development 4/2017	207783		45.49
100-1405-7690	SARA VASQUEZ	Planning Commission Meeting	207805		50.00
100-1405-7690	SHERYL LEFMANN	Planning Commission Meeting	207779		50.00
100-1405-7690	GEORGE K FARRA	Planning Commission Meeting	207770		50.00
100-1405-7690	PAULA WATSON-GARDNER	Planning Commission Meeting	207807		50.00
100-1405-7965	MORSE PLANNING GROUP	3rd & Oak Residential Project Consulting	207785	201715-Prof Svc-3rd St and Oak Res	6,225.00
100-1405-7965	HUNT DESIGN ASSOCIATES INC	Corner Street Name Sign Design	207774		1,125.00
100-1405-7965	HUNT DESIGN ASSOCIATES INC	Entry Sign Bid Set Work	207774		2,125.00

Council Warrant Register by Account

Payment Dates: 06/14/2017 - 06/27/2017

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1405-7969	RKA CONSULTING GROUP	Las Lomas Gas Line Inpsections 4/2017	207790	201719-Engineering-Gas Co-Las Lomas/C	2,160.00
100-1405-7969	RKA CONSULTING GROUP	Royal Oaks Signal Engineering 4/2017	207790	201725-Royal Oaks Signal	8,008.50
100-1405-7969	RKA CONSULTING GROUP	Contract Engineer 4/2017	207790		1,500.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 4/2017	207790		770.00
100-1405-7975	MOORE IACOFANO GOLTSMAN INC	Town Ctr Website Edits	207784		47.00
100-1405-7975	CURO MANAGED PRINT PRODUCTI	Random Acts of Music Banners	207765		108.75
100-1405-7975	U.S. BANK	Green Home Awards (Home Depot)	207745		800.00
100-1405-7975	U.S. BANK	Facebook Boosts	207804		15.00
100-1405-7975	U.S. BANK	Hootsuite 5/2/17 - 6/1/17	207804		14.99
100-1405-8100	SOUTHEAST CONSTRUCTION PROD	Chamber ADA Upgrades	207743	201728-Chamber Tenant Improv-Capital	53.24
100-1405-8100	CHARLES ABBOTT ASSOCIATES INC	Building & Safety Services 5/2017	207762		31,845.42
100-1410-7621	HOME DEPOT CREDIT SERVICES	Work Gloves	207725		22.78
100-1410-7621	HOME DEPOT CREDIT SERVICES	Yard Light Repair	207725		15.19
100-1410-7621	LANDSCAPE WAREHOUSE INC	Safety Glasses	207727		25.47
100-1410-7650	CITY OF MONROVIA	Fuel-Field Services 4/2017	207783		1,283.45
100-1410-7650	HOSE-MAN INC	Tractor Parts	207773		12.94
100-1410-7650	MD HYDRAULICS INC	Stump Grinder Repair	207781		310.00
100-1410-7650	HUNTINGTON & DUARTE INC	Veh 10 Fuel	207735		112.09
100-1410-7650	HUNTINGTON & DUARTE INC	Veh 5 Fuel	207735		49.50
100-1410-7650	HUNTINGTON & DUARTE INC	Veh 12 Fuel	207735		89.29
100-1410-7650	HUNTINGTON & DUARTE INC	Veh 4 Fuel	207735		43.61
100-1410-7656	SOUTH COAST AQMD	Generator Hot Spot Fee FY17 (Jul 16 - Jun17)	207742		125.47
100-1410-7814	SUPERIOR PROPERTY SERVICES INC	Graffiti Removal 5/2017	207801		133.62
100-1410-7887	HOME DEPOT CREDIT SERVICES	Shop Supplies	207725		70.59
100-1415-7889	LANDSCAPE WAREHOUSE INC	Sports Pk Irrigation Repair	207727		476.64
100-1415-7907	WEST COAST ARBORISTS INC	Sports Field Tree Trimming	207809		4,000.00
100-1415-7916	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2017	207757		2,130.00
100-1605-7610	U.S. BANK	Kelly Barnes Annual Park Summit 5/4/17	207745		24.00
100-1605-7610	U.S. BANK	Lupe Valerio Annual Park Summit 5/4/17	207745		24.00
100-1605-7614	STAPLES ADVANTAGE	Office Supplies	207799		147.25
100-1605-7614	STAPLES ADVANTAGE	Invite Envelopes	207799		27.05
100-1605-7636	SHAFFER AWARDS	Staff Name Tags	207795		146.00
100-1605-7650	ALEX ROMO AUTO & TRUCK REPAIR	Veh 6 Clock Spring Assembly/Headliner	207752		1,135.58
100-1605-7650	HUNTINGTON & DUARTE INC	Veh 28 Fuel	207735		49.90
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Rec 4/2017	207783		576.92
100-1605-7650	HUNTINGTON & DUARTE INC	Van 30 Fuel	207735		51.09
100-1605-7650	HUNTINGTON & DUARTE INC	Van 16 Fuel	207735		34.43
100-1605-7693	DUARTE PIZZA COMPANY	TC/MYC Dinner 6/5/17	207768		100.66
100-1605-7728	FRANCISCO MUNOZ MANCILLA	Red Wagon Scholarship Recipient	207731	201709- Duarte's Promise - America's Pro	500.00
100-1605-7730	WALMART COMMUNITY/RFCSLLC	Traveling Craft @ Parks Supplies	207806		14.01
100-1605-7730	SMART & FINAL	Cooking w/Rita Supplies	207798		75.27
100-1605-7730	SMART & FINAL	Summer Cool Down Supplies	207798		117.03
100-1605-7730	SMART & FINAL	Traveling Crafts Supplies	207798		17.79
100-1605-7730	SMART & FINAL	Cooking w/Rita Supplies	207798		104.75
100-1605-7730	SMART & FINAL	Cooking w/Rita & Summer Special Events	207741		59.94
100-1605-7730	SMART & FINAL	Cooking w/Rita Food Supplies	207741		119.98
100-1605-7730	SMART & FINAL	Touch A Truck Event Supplies 6/14/17	207798		150.42
100-1605-7730	S & S WORLDWIDE	Summer 2017 Park Supplies	207792		1,728.77
100-1605-7733	WALMART COMMUNITY/RFCSLLC	Senior Ctr Supplies	207806		22.54
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	207741		51.89
100-1605-7733	WALMART COMMUNITY/RFCSLLC	Senior Ctr Supplies	207806		58.75
100-1605-7733	SMART & FINAL	SC Volunteer Dinner Supplies	207798		198.90
100-1605-7733	WALMART COMMUNITY/RFCSLLC	Senior Ctr Blender	207806		43.41
100-1605-7733	DUARTE RECREATION PETTY CASH	SC Supplies	207717		23.71
100-1605-7733	DUARTE RECREATION PETTY CASH	SC Volunteer Dinner Supplies	207717		23.93
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	207741		94.43
100-1605-7733	RALPHS GROCERY COMPANY	Volunteer Dinner 6/16/17	207788		323.73
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	207741		20.68
100-1605-7733	RALPHS GROCERY COMPANY	Senior Ctr Food Supplies	207788		46.59
100-1605-7733	DUARTE PIZZA COMPANY	Volunteer Dinner Prep Lunch	207768		72.11

Council Warrant Register by Account

Payment Dates: 06/14/2017 - 06/27/2017

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1605-7733	ARCADIA PARTY RENTALS	Volunteer Dinner Supplies 6/16/17	207710		226.80
100-1605-7733	STAPLES ADVANTAGE	Senior Ctr Supplies	207799		19.65
100-1605-7733	U.S. BANK	SC Mother's Day Tea Flowers 5/3/17	207745		54.50
100-1605-7733	U.S. BANK	SC Bead Weaving Class Supplies (Firemountain Gems)	207745		214.90
100-1605-7733	U.S. BANK	Refund-SC Event (E16388) In-N-Out Burger	207745		-184.53
100-1605-7733	U.S. BANK	SC Netflix	207748		8.69
100-1605-7735	SMART & FINAL	TC Amazing Acts Week Supplies	207798		263.18
100-1605-7735	DUARTE RECREATION PETTY CASH	TC Special Event Supplies-Amazing Acts	207717		28.48
100-1605-7735	DUARTE RECREATION PETTY CASH	TC Special Event Gift Cards	207717		88.00
100-1605-7735	THE SAUCE CREATIVE SERVICES CO	TC Dance Uniforms	207739		411.39
100-1605-7735	THE SAUCE CREATIVE SERVICES CO	TC Amazing Acts Week Shirts	207793		523.00
100-1605-7735	CHRISTY GRAVES	TC Amazing Acts Event 6/15/17	207723		350.00
100-1605-7735	U.S. BANK	Duarte Dance Team Shoes (Finish Line)	207745	201319-Teen Center Sponsorship	869.80
100-1605-7735	U.S. BANK	Duarte Dance Team Shoes (Footaction)	207745	201319-Teen Center Sponsorship	76.11
100-1605-7736	WALMART COMMUNITY/RFCSLLC	Spring Recital Raffle Prizes	207806		129.27
100-1605-7736	WALMART COMMUNITY/RFCSLLC	Nature Camp Supplies	207806		158.84
100-1605-7736	WALMART COMMUNITY/RFCSLLC	Nature Camp Supplies	207806		101.69
100-1605-7736	SMART & FINAL	Recital Refreshments	207741		101.02
100-1605-7736	SMART & FINAL	Spring Recital Refreshments	207741		24.72
100-1605-7736	J & J SPORTS & TROPHIES	Summer 2017 Nature Camp T-Shirts	207776		622.32
100-1605-7736	U.S. BANK	Nature Camp Supplies (S & S Worldwide)	207745		709.59
100-1605-7736	U.S. BANK	Nature Camp Trip 6/15/17 (Discovery Cube OC)	207745		150.00
100-1605-7736	U.S. BANK	Nature Camp Supplies (Amazon)	207745		139.48
100-1605-7736	U.S. BANK	Nature Camp Supplies (Oriental Trading Co)	207745		147.26
100-1605-7737	U.S. BANK	Adult Excursion Lunch 5/10/17 (Bucca di Beppo)	207745		780.26
100-1605-7739	WEBER'S PRINTING	Spring Recital Program	207808		253.75
100-1605-7739	THE SAUCE CREATIVE SERVICES CO	Summer 2017 Duarte Newsletter Design/Layout	207739		2,100.00
100-1605-7739	THE SAUCE CREATIVE SERVICES CO	Summer 2017 Newsletter Printing/Mail	207739		2,481.78
100-1605-7745	SMART & FINAL	TC Golf Tournament Supplies	207798		61.46
100-1605-7745	U.S. BANK	TC Boxing Equipment (Title Boxing)	207745		621.80
100-1605-7980	WALMART COMMUNITY/RFCSLLC	Summer Parks Supplies	207806		4.80
100-1605-7980	SMART & FINAL	T-Ball Supplies	207798		127.46
100-1605-7980	SMART & FINAL	Staff Training Food	207741		212.68
100-1605-7980	DUARTE RECREATION PETTY CASH	Movie Supplies	207717		28.06
100-1605-7980	DUARTE RECREATION PETTY CASH	Youth Sports Supplies	207717		25.51
100-1605-7980	SMART & FINAL	Staff Training	207741		10.37
100-1605-7980	WALMART COMMUNITY/RFCSLLC	T-Ball Supplies	207806		27.06
100-1605-7980	THE SAUCE CREATIVE SERVICES CO	Parks & Recreation Signs	207793		549.19
100-1605-7980	DUARTE PIZZA COMPANY	Summer Playground Inservice Lunch	207768		94.50
100-1605-7980	J & J SPORTS & TROPHIES	Soccer Medals	207776		239.25
100-1605-7980	ZEENI INC	T-Ball Jerseys	207810		1,365.77
100-1605-7980	U.S. BANK	Cooler Spout (Amazon)	207745		9.74
100-1605-7980	U.S. BANK	CPR Training 5/17/17 (Little Caesars)	207745		19.59
100-1605-7980	BSN SPORTS LLC	T-Ball Supplies	207758		226.09
100-1605-7980	SCMAF-SAN GABRIEL VALLEY	SGV Track Finals Entries	207794		844.00
100-1610-7616	CALIBER COMMERCIAL POOL SERVI	Training Pool Chlorine Injection System Repair	207760		373.01
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	207720		488.29
100-1610-7617	POOL & ELECTRICAL PRODUCTS IN	Pool Chemicals	207736		101.31
100-1610-7618	SMART & FINAL	SC Coffee Supplies	207741		238.01
100-1610-7618	DUARTE RECREATION PETTY CASH	CH Coffee	207717		9.99
100-1610-7618	WALMART COMMUNITY/RFCSLLC	Steamer (Table Cover Linens)	207806		37.93
100-1610-7618	HOME DEPOT CREDIT SERVICES	Misc Repairs/Supplies	207725		58.55
100-1610-7618	HOME DEPOT CREDIT SERVICES	Misc Repairs/Supplies	207725		51.99
100-1610-7618	POOL & ELECTRICAL PRODUCTS IN	Pool Pole	207736		139.10
100-1610-7618	MONROVIA LOCK SHOP	Keys	207782		29.90
100-1610-7618	U.S. BANK	City Hall Coffee (Grocery Outlet)	207745		9.98
100-1610-7618	HOME DEPOT CREDIT SERVICES	Misc Supplies/Repairs	207725		121.29
100-1610-7618	HOME DEPOT CREDIT SERVICES	Misc Supplies/Repairs	207725		375.94
100-1610-7618	HOME DEPOT CREDIT SERVICES	Misc Supplies/Repairs	207725		248.32
100-1610-7618	GRAINGER	SC Fire Alarm Batteries	207722		480.19

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Payment Dates: 06/14/2017 - 06/27/2017

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1610-7652	STAR-BRITE CARPET CARE	CC Carpet Cleaning	207744		520.00
100-1610-7652	JOE'S JANITORIAL SERVICE	CC Floor Strip/Wax	207726		200.00
100-1610-7652	COUNTY OF LOS ANGELES TREASUR	2016-2017 Property Tax-3rd St Bldg	EFT04605	210039- Bldg Maint Services - Montessori	2,909.47
100-1610-7652	COUNTY OF LOS ANGELES DEPART	FY18 Public Health Permit-FC Pools	207716		887.00
100-1610-7652	ALBERTOS PLUMBING	TC & Snack Bar Plumbing Repairs	207751		1,000.00
100-1610-7652	ALBERTOS PLUMBING	SC Hose Bib	207751		950.00
100-1610-7652	CINTAS CORPORATION #693	ROP Bldg Mats	207715		70.57
100-1610-7652	CINTAS CORPORATION #693	Senior Ctr Mats	207715		221.79
100-1610-7652	CINTAS CORPORATION #693	Duarte Pk Bldg Mats	207715		34.13
100-1610-7652	CINTAS CORPORATION #693	Teen Ctr Mats	207715		114.54
100-1610-7652	CINTAS CORPORATION #693	City Hall Mats	207715		58.25
100-1610-7652	CINTAS CORPORATION #693	Public Safety Mats	207715		39.32
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 5/2017	207718		130.00
100-1610-7652	BURRTEC WASTE SERVICES LLC	3rd St Bldg Trash Srvcs 6/2017	207712	210039- Bldg Maint Services - Montessori	128.54
100-1610-7830	U.S. BANK	SC Elevator 911-Vonage	207748		17.73
100-1750	U.S. BANK	Darrell George League-Executive Mtg 7/28/17	207804		100.00
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	207799		19.23
100-1805-7614	OFFICE SOLUTIONS INC	Office Supplies	207786		15.20
100-1805-7980	U.S. BANK	Employee Get Well Plant	207748		60.67
100-1805-7980	U.S. BANK	Microsoft 365 4/27/17 - 5/26/17	207748		12.00
100-1810-7614	OFFICE SOLUTIONS INC	Office Supplies	207786		28.54
100-1810-7660	CALIFORNIA STATE DEPARTMENT O	Fingerprint Apps 5/2017	207761		160.00
100-1810-7671	JOBS AVAILABLE	Engineering Manager Ad	207777		491.40
100-1810-7980	NAVIA BENEFIT SOLUTIONS	FSA Processing Fee 12/2016	207733		65.00
100-1810-7980	U.S. BANK	Safety Training Food 5/16/17 (Pavillions)	207748		14.97
100-1810-7980	U.S. BANK	Safety Training Coffee 5/16/17 (Coffee Bean)	207748		31.90
100-1810-7980	U.S. BANK	Safety Training Food 5/16/17 (Tropicana)	207748		89.98
100-1815-7632	U.S. BANK	Admin/Iliana-Adobe Creative Cloud	207748		49.99
100-1815-7632	U.S. BANK	Public Safety/Susie-Adobe Creative Cloud	207748		49.99
100-1815-7632	U.S. BANK	Admin Srvcs/Roxanne-Adobe Creative Cloud	207748		49.99
100-1815-7632	U.S. BANK	Parks & Rec/Pam-Adobe Creative Cloud	207748		49.99
100-1815-7632	U.S. BANK	Comm Dev/Yesenia-Adobe Creative Cloud	207748		49.99
100-1815-7632	U.S. BANK	HR/Michelle-Adobe Creative Cloud	207748		14.99
100-1815-7632	U.S. BANK	Admin/Crystal-Adobe Creative Cloud	207748		49.99
100-1815-7632	U.S. BANK	Barracuda Spam Firewall Instant Replacement	207748		499.00
100-1815-7632	U.S. BANK	Barracuda Spam Firewall Energizer Update	207748		799.00
100-1815-7965	MAXTREME INC	IT Helpdesk 6/2017	41		8,700.00
100-1815-7980	MAXTREME INC	Crash Plan Recovery 6/2017	41		200.00
100-1825-7613	GRAND PRINTING INC	#10 Envelopes/Letterhead	207772		1,055.75
100-1825-7747	YESENIA CHAVEZ	Recycling Worker	207714	210026 - Bev Cont Recycling - Bev Recycli	50.00
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2017	207757	250016-Oper of Acq Prop-1229 Pops Roa	41.67
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2017	207757	990002 - Oper of Acq Prop - Duarte Traile	41.67
100-2120	MANUEL LOPEZ	Pool Rent Deposit Refund	207729		200.00
100-2120	JESSICA BAIL	TC Rent Deposit Refund	207711		300.00
100-2120	JUAN GONZALEZ	CC Rent Deposit Refund	207721		500.00
100-2120	KIMBERLY YRIGOYEN	CC Rent Deposit Refund	207750		500.00
100-4801	SCOTT HOLMES	Class Refund-Polynesian Dance	207724		35.00
100-4801	CYNTHIA ABBAS	Class Refund-Tai Chi Kung	207708		40.00
100-4801	THUYANH NGUYEN	Class Refund-Hip Hop	207734		35.00
100-4808	SHIRLEY ROBINSON	Swim Team Refund (Brian Robinson)	207737		175.00
Fund 100 - GENERAL FUND Total:					174,752.76

Council Warrant Register by Account

Payment Dates: 06/14/2017 - 06/27/2017

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2405-7888	HOME DEPOT CREDIT SERVICES	Street Light Repair	207725		2.65
240-2410-7662	POOL & ELECTRICAL PRODUCTS IN	Plaza Fountain Maintenance Supplies	207787		32.79
240-2410-7663	ARCHITERRA DESIGN GROUP	Duarte Rd Medians Landscape Design	207754		3,650.00
240-2410-7891	LANDSCAPE WAREHOUSE INC	Duarte Rd Irrigation Repair	207727		318.27
240-2410-7891	LANDSCAPE WAREHOUSE INC	Duarte Rd Irrigation Repair	207727		218.55
240-2410-7891	LANDSCAPE WAREHOUSE INC	Duarte Rd Irrigation Repair	207727		298.27
240-2410-7891	BRIGHTVIEW LANDSCAPE SERVICES	Huntington Dr Seasonal Color	207757		2,049.27
240-2410-7891	BRIGHTVIEW LANDSCAPE SERVICES	Huntington Dr Seasonal Color	207757		1,338.75
240-2410-7891	CAL BLEND SOILS INC	Huntington Drive Mulch	207759		261.00
240-2410-7891	CAL BLEND SOILS INC	Duarte Rd Medians Mulch	207759		3,784.50
240-2410-7891	SIMON EQUIPMENT RENTALS	Plate Compactor Rental-Duarte Rd	207797		85.84
240-2410-7891	SIMON EQUIPMENT RENTALS	Plate Compactor Rental-Duarte Rd	207797		171.68
240-2410-7909	WEST COAST ARBORISTS INC	Residential Tree Trimming	207809		3,850.00
240-2410-7915	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2017	207757		7,500.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2017	207757		4,630.00
240-2420-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2017	207757		345.16
240-2421-7887	BRIGHTVIEW LANDSCAPE SERVICES	Broken Irrigation Wire Repair	207757		640.00
240-2421-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2017	207757		1,300.00
240-2422-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2017	207757		480.58
240-2423-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2017	207757		900.00
240-2424-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2017	207757		550.00
240-2425-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2017	207757		400.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2017	207757		180.00
240-2427-7887	BRIGHTVIEW LANDSCAPE SERVICES	Rancho Verde Landscape Improvements	207757		9,064.71
240-2427-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2017	207757		630.33
240-2431-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2017	207757		800.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2017	207757		835.00
240-2433-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2017	207757		530.00
240-2434-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2017	207757		355.00
240-2435-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2017	207757		500.00
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					45,702.35

Council Warrant Register by Account

Payment Dates: 06/14/2017 - 06/27/2017

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
260-2605-8070	ALL AMERICAN ASPHALT	Bradbourne Street Improvements	207709	201702-Street Imp-Bradbourne Ave Reha	978.50
260-2605-8070	ALL AMERICAN ASPHALT	Retention-Bradbourne St Improv	207753	201702-Street Imp-Bradbourne Ave Reha	7,097.23
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					8,075.73

Council Warrant Register by Account

Payment Dates: 06/14/2017 - 06/27/2017

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7613	THE SAUCE CREATIVE SERVICES CO	Bus Signs-4th of July	207793		214.23
440-4405-7614	STAPLES ADVANTAGE	Office Supplies	207799		171.01
440-4405-7619	CITY OF MONROVIA	Fuel-Transit Dept 4/2017	207783		6,582.97
440-4405-7619	HUNTINGTON & DUARTE INC	Bus 103 Fuel	207735		134.03
440-4405-7619	AUTOZONE	Bus Coolant	207756		97.81
440-4405-7619	HUNTINGTON & DUARTE INC	Bus 103 Fuel	207735		91.00
440-4405-7619	HUNTINGTON & DUARTE INC	Bus 104 Fuel	207735		112.52
440-4405-7619	HUNTINGTON & DUARTE INC	Bus 103 Fuel	207735		128.00
440-4405-7619	HUNTINGTON & DUARTE INC	Bus 102 Fuel	207735		133.86
440-4405-7619	HUNTINGTON & DUARTE INC	Bus 104 Fuel	207735		38.06
440-4405-7619	HUNTINGTON & DUARTE INC	City Vehicle Fuel	207735		24.72
440-4405-7619	HUNTINGTON & DUARTE INC	Bus Fuel	207735		98.11
440-4405-7619	HUNTINGTON & DUARTE INC	Bus 103 Fuel	207735		151.96
440-4405-7619	HUNTINGTON & DUARTE INC	Bus 104 Fuel	207735		101.48
440-4405-7619	HUNTINGTON & DUARTE INC	Bus 103 Fuel	207735		130.00
440-4405-7619	HUNTINGTON & DUARTE INC	Bus 104 Fuel	207735		114.67
440-4405-7619	HUNTINGTON & DUARTE INC	Bus 103 Fuel	207735		120.16
440-4405-7619	HUNTINGTON & DUARTE INC	Bus 104 Fuel	207735		100.66
440-4405-7619	HUNTINGTON & DUARTE INC	Bus 103 Fuel	207735		127.72
440-4405-7619	HUNTINGTON & DUARTE INC	Bus 103 Fuel	207735		93.60
440-4405-7619	HUNTINGTON & DUARTE INC	Bus 103 Fuel	207735		136.54
440-4405-7619	HUNTINGTON & DUARTE INC	Bus 103 Fuel	207735		89.04
440-4405-7650	AUTOZONE	Yard Supplies	207756		30.53
440-4405-7673	IRWINDALE INDUSTRIAL CLINIC	DOT Physical	207775		50.00
440-4405-7814	SUPERIOR PROPERTY SERVICES INC	Graffiti Removal 5/2017	207801		200.43
440-4405-7887	NAVARRO'S TOWING SERVICE	Bus 102 Towing	207732		325.00
440-4405-7887	NAVARRO'S TOWING SERVICE	Bus 103 Towing	207732		325.00
440-4405-7887	NAVARRO'S TOWING SERVICE	Bus 104 Towing	207732		325.00
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 103 Water Pump/Coolant/Signal Bulb/High Beam	207778		1,194.07
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 104 Turbo and Actuator	207778		5,403.50
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 102 Main Engine Harness/Air Filter/DPF Filter	207778		2,521.31
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 103 EGR Hose Repair	207778		594.17
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 103 Engine Oil Service	207778		483.76
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 104 Coolant Hoses/Leveling Valve Assembly	207778		1,074.57
Fund 440 - PROPOSITION A TRANSIT FUND Total:					21,519.49
Grand Total:					250,050.33

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	174,752.76
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	45,702.35
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDB	8,075.73
440 - PROPOSITION A TRANSIT FUND	21,519.49
Grand Total:	250,050.33

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7614	Office Supplies	99.62
100-1005-7641	Travel & Exp - Fasana	124.47
100-1005-7646	Travel & Exp - Paras	348.56
100-1005-7647	Travel & Exp - Reilly	327.72
100-1005-7648	Travel & Exp - Kang	371.17
100-1005-7980	Other Expenses	555.36
100-1010-7610	Travel, Mtgs & Conf	2,547.80
100-1010-7614	Office Supplies	180.80
100-1010-7650	Vehicle Maintenance	213.84
100-1010-7670	Legal Notices	490.76
100-1010-7685	Content Delivery, Netwo	2,388.00
100-1010-7980	Other Expenses	346.91
100-1015-7680	City Attorney	8,832.95
100-1015-7684	Code Enforcement	6,459.98
100-1015-7686	Other Legal Services	2,912.00
100-1020-7711	Employee Recognition C	114.66
100-1020-7715	Green Home Awards FY	1,279.81
100-1020-7716	Special Community Even	390.20
100-1020-7722	City Web Site	62.50
100-1020-7724	Post Office Parking	115.00
100-1020-7726	Council Cablecasting	49.99
100-1020-7980	Other Expenses	2,290.89
100-1205-7610	Travel, Mtgs & Conf	503.81
100-1205-7613	Duplications And Photos	2,938.82
100-1205-7614	Office Supplies	92.78
100-1205-7615	Emergency Supplies	409.81
100-1205-7636	Uniforms	64.63
100-1205-7650	Vehicle Maintenance	1,035.82
100-1205-7655	Emergency Services	140.00
100-1205-7761	Parking Ticket Collect	9,038.92
100-1205-7779	Youth Programs	1,601.87
100-1205-7780	Animal Control	519.59
100-1205-7781	Contract Law Enforceme	6,994.72
100-1205-7784	Prisoner Maintenance	555.86
100-1205-7980	Other Expenses	681.34
100-1205-8100	Other Capital Acquisitio	6,975.00
100-1405-7610	Travel, Mtgs & Conf	982.89
100-1405-7612	Publications and Dues	725.99
100-1405-7613	Duplications And Photos	784.87
100-1405-7614	Office Supplies	-28.67
100-1405-7650	Vehicle Maintenance	209.34
100-1405-7690	Planning Commission	200.00
100-1405-7965	Professional Services	9,475.00
100-1405-7969	City Engineer	12,438.50
100-1405-7975	Economic Development	985.74
100-1405-8100	Other Capital Improvem	31,898.66
100-1410-7621	Other Supplies	63.44
100-1410-7650	Vehicle Maintenance	1,900.88
100-1410-7656	Emergency Generator	125.47

Account Summary

Account Number	Account Name	Payment Amount
100-1410-7814	Graffiti Removal	133.62
100-1410-7887	Repairs & Replacements	70.59
100-1415-7889	Repairs-Sports Park	476.64
100-1415-7907	Tree Trim-Sports Park	4,000.00
100-1415-7916	Landscape-Sport Park	2,130.00
100-1605-7610	Travel, Mtgs & Conf	48.00
100-1605-7614	Office Supplies	174.30
100-1605-7636	Uniforms	146.00
100-1605-7650	Vehicle Maintenance	1,847.92
100-1605-7693	Youth Council	100.66
100-1605-7728	Americorp's VIP Progra	500.00
100-1605-7730	Special Events	2,387.96
100-1605-7733	Senior Center	1,320.68
100-1605-7735	Teen Center	2,609.96
100-1605-7736	Recreation Classes	2,284.19
100-1605-7737	Adult Excursions	780.26
100-1605-7739	Publicity	4,835.53
100-1605-7745	Boxing Program	683.26
100-1605-7980	Other Expenses	3,784.07
100-1610-7616	Pool Supplies	373.01
100-1610-7617	Pool Chemicals	589.60
100-1610-7618	Building Supplies	1,801.19
100-1610-7652	Building Maint Services	7,263.61
100-1610-7830	Telephones	17.73
100-1750	Prepaid Charges	100.00
100-1805-7614	Office Supplies	34.43
100-1805-7980	Other Expenses	72.67
100-1810-7614	Office Supplies	28.54
100-1810-7660	Other Services	160.00
100-1810-7671	Recruiting Advertisemen	491.40
100-1810-7980	Other Expenses	201.85
100-1815-7632	Software Maintenance	1,612.93
100-1815-7965	Professional Services	8,700.00
100-1815-7980	Other Expenses	200.00
100-1825-7613	Duplications And Photos	1,055.75
100-1825-7747	Beverage Cont Recycling	50.00
100-1825-7945	Operation Of Acq Prop	83.34
100-2120	Refundable Deposits	1,500.00
100-4801	Recreation Class Fees	110.00
100-4808	Swim Lesson Fees	175.00
240-2405-7888	Repairs-Citywide	2.65
240-2410-7662	Other Serv-Citywide	32.79
240-2410-7663	Other Serv-Medians	3,650.00
240-2410-7891	Repairs-Medians	8,526.13
240-2410-7909	Tree Trim-Residential	3,850.00
240-2410-7915	Landscape-Citywide	7,500.00
240-2410-7917	Landscape-Medians	4,630.00
240-2420-7914	Landscape Maintenance	345.16
240-2421-7887	Repairs & Replacements	640.00
240-2421-7914	Landscape Maintenance	1,300.00
240-2422-7914	Landscape Maintenance	480.58
240-2423-7914	Landscape Maintenance	900.00
240-2424-7914	Landscape Maintenance	550.00
240-2425-7914	Landscape Maintenance	400.00
240-2426-7914	Landscape Maintenance	180.00
240-2427-7887	Repairs & Replacements	9,064.71
240-2427-7914	Landscape Maintenance	630.33
240-2431-7914	Landscape Maintenance	800.00

Account Summary

Account Number	Account Name	Payment Amount
240-2432-7914	Landscape Maintenance	835.00
240-2433-7914	Landscape Maintenance	530.00
240-2434-7914	Landscape Maintenance	355.00
240-2435-7914	Landscape Maintenance	500.00
260-2605-8070	Street Improvements (C	8,075.73
440-4405-7613	Duplications And Photos	214.23
440-4405-7614	Office Supplies	171.01
440-4405-7619	Fuel And Oil	8,606.91
440-4405-7650	Vehicle Maintenance	30.53
440-4405-7673	Physical Exams	50.00
440-4405-7814	Graffiti Removal	200.43
440-4405-7887	Repairs & Replacements	12,246.38
	Grand Total:	250,050.33

Project Account Summary

Project Account Key	Payment Amount
None	216,896.23
201319-Teen Center Sponsorship	945.91
201406-Legal Fees-City of Hope EIR Reimb	2,912.00
201702-Street Imp-Bradbourne Ave Rehab (601779-16)	8,075.73
201709- Duarte's Promise - America's Promise Exp	500.00
201715-Prof Svc-3rd St and Oak Res	6,225.00
201716-Youth Prgms-CalGrip 2017-2018 (3 of 3 MOU)	1,102.37
201719-Engineering-Gas Co-Las Lomas/Calle Martos	2,160.00
201725-Royal Oaks Signal	8,008.50
201728-Chamber Tenant Improv-Capital	53.24
210026 - Bev Cont Recycling - Bev Recycling Prog	50.00
210039- Bldg Maint Services - Montessori School	3,038.01
250016-Oper of Acq Prop-1229 Pops Road	41.67
990002 - Oper of Acq Prop - Duarte Trailer Park	41.67
Grand Total:	250,050.33



City of Duarte

Successor Agency Council Warrant Register

By Payment Number

Payment Dates 06/14/2017 - 06/27/2017

Payment Number	Payment Date	Payable Number	Vendor #	Description	Vendor Name	Account Number	Project Account Key	Payment Amount
2044	6/21/2017	61317	SA5002	Pmt 14 of 18 Best Buy Price Reductio	CALEDGE INVESTMENTS LLC	690-6905-7971		119,811.60
Payment Total:								119,811.60

Report Summary**Fund Summary**

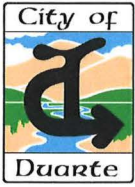
Fund	Payment Amount
690 - Successor Agency Debt Service	119,811.60
Grand Total:	119,811.60

Account Summary

Account Number	Account Name	Payment Amount
690-6905-7971	SA Cost Of Land Sold	119,811.60
Grand Total:		119,811.60

Project Account Summary

Project Account Key	Payment Amount
None	119,811.60
Grand Total:	119,811.60



MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: CESAR MONSALVE, PARKS AND RECREATION DIRECTOR

SUBJECT: PARKS MAKE LIFE BETTER IN DUARTE MONTH
PROCLAMATION

DATE: 6/21/17

The Duarte Parks and Recreation Department is proud to support the California Park and Recreation Society's (CPRS) proposal to have local municipalities declare the month of July as "Parks Make Life Better" month. Duarte Parks and Recreation has been a partner and fellow advocate with CPRS for all causes relating to making parks available to all and in encouraging residents and non-residents to visit and enjoy Duarte's beautiful parks. Duarte Parks and Recreation has embraced CPRS's "Parks Make Life Better" slogan as part of the department's goals to provide a wholesome and healthy environment for our residents to enjoy and, as the month of July is celebrated across the nation as Parks and Recreation Month, the Duarte Parks and Recreation Department requests that the City Council proclaim the month of July as Parks Makes Life Better in Duarte Month. A proclamation is attached.



July 2017 is 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; aids in therapy; and promotes lifelong learning; and*

***WHEREAS,** residents value their parks for access to outdoor spaces for children and adults to play and be active; exercise and 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, courts, pools, activity centers 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,** July is celebrated across the nation as Parks and Recreation Month,*

***NOW THEREFORE BE IT RESOLVED,** the City of Duarte hereby proclaims July 2017 as Parks Make Life Better in Duarte Month and in doing so, urges all its citizens to use and enjoy its parks, trails, open space, facilities, and recreation opportunities.*

Mayor Margaret Finlay

ATTEST:

*City Clerk Marla Akana
Duarte, California*

June 27, 2017

MEMORANDUM

TO: Darrell J. George, City Manager
FROM: Kristen Petersen, Assistant City Manager
DATE: June 20, 2017

**SUBJECT: APPROVAL OF JOB DESCRIPTION AND RESOLUTION NO. 17-R-40
ESTABLISHING AN HOURLY RATE SCHEDULE FOR PART-TIME TEMPORARY
SENIOR CUSTODIAN**

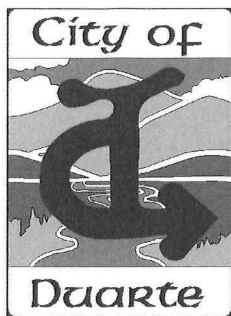
Background

As part of the recently approved Fiscal year 2017/18 budget, the City Council approved funding for the Parks and Recreation Department to hire a part time Senior Custodian. This part time position would be under the supervision of the Facilities Supervisor and will be assisting with Playground and Facility inspections, filing of invoices and service requests, and overall custodial work. In the absence of the Supervisor, this position will be familiar with the established schedule and tasks assigned to the other part time Facilities staff.

Attached please find the job description and Resolution No.17-R-40 establishing an hourly rate schedule for the position.

Recommendation

It is recommended that the City Council approve the attached job description and Resolution No.17-R-40, establishing an hourly rate schedule for the part-time temporary senior custodian position.



SENIOR CUSTODIAN

Part-Time Temporary

Definition:

Under general direction, cleans and maintains facilities of the City in an operating condition that meets or exceeds established standards of safety and efficiency.

Essential Job Duties:

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

1. Inspects, installs, maintains, repairs plumbing systems, fixtures, and equipment, such as toilets, drinking fountains, drains, and sewer systems.
2. Replaces and rewires switches, circuits, lights, alarm, and bell systems.
3. Sets and adjusts clock systems.
4. Maintains tools in proper condition for safe, efficient use at any time by all members of the maintenance staff.
5. Uses paint, varnish, shellac, stain, and other decorative and protective coatings on interior and exterior surfaces, such as walls, roofs, floors, fences, furniture, cabinets, equipment, playgrounds, and parking areas, railings, and fences.
6. Cleans walls, floors, and restrooms and empties trash and recycling receptacles.
7. Sets up and takes down furniture.
8. Purchases and maintains an inventory of cleaning supplies.
9. Performs a variety of skilled trades work.
10. Assists in maintaining organized files, inspection data sheets and work request forms.
11. Maintains a log of all repairs.
12. Inspects and coordinates contractual services.
13. Maintains commercial swimming pools.
14. Assists with facility and playground inspections.
15. In the absence of Supervisor, may act as lead worker in relation to part-time Custodians as needed.
16. Performs other related duties as required.

Minimum Knowledge, Skill and Ability:

Knowledge of:

- Methods, equipment, tools, and materials used to perform maintenance work.
- Operation of a variety of hand and power tools and equipment.
- Appropriate safety precautions and procedures.
- Basic maintenance trades.
- Computers and office software applications.
- Functions, policies, and procedures of relevant departments and/or operations.

- Relevant mathematical principles and functions.
- English usage, spelling, grammar, and punctuation.
- Professional writing techniques.

Skill and Ability to:

- Perform heavy labor.
- Perform skilled trades work.
- Understand and follow direction, oral and written.
- Use and operate various tools, equipment, and vehicles.
- Plan, organize, prioritize, and perform duties as assigned with minimal supervision.
- Operate standard office equipment, a personal computer, and relevant software in a Mac environment.
- Interpret and apply department policies and procedures.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with the public and all levels of staff and management.
- Adapt in a high-volume, fast-paced working atmosphere with multiple activities.

Training and Experience:

Any equivalent combination of training and experience that provides the required knowledge, skills, and abilities could be considered qualifying. A typical way to obtain the knowledge, skills, and abilities would be graduation from high school, and two years of experience in building/construction trades and journeyman experience in at least one trade.

Licenses and Certificates:

Possession of a valid California driver's license is required by the date of hire, as well as the ability to achieve certification as a public pool operator and playground inspector within the first year of employment.

Physical Requirements and Working Conditions:

- Requires vision (which may be corrected) to read small print.
- Requires the mobility to stand, stoop, reach, and bend.
- Requires mobility of arms to reach and dexterity of hands to grasp and manipulate small objects.
- Requires the ability to stand for long periods.
- Requires the ability to walk long distances.
- Performs work which involves the frequent lifting, pushing, and/or pulling of objects which may weigh around 75 pounds and may occasionally weigh up to 100 pounds.
- Subject to inside and outside environmental conditions.
- May be required to traverse hilly and rocky terrain.
- May be required to use personal vehicle in the course of employment.
- May be required to work evenings, weekends, and holidays.

RESOLUTION NO. 17-40**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ESTABLISHING
AN HOURLY RATE SCHEDULE FOR A PART-TIME SENIOR CUSTODIAN**

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

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

Section 2. Part-Time Temporary Employees. A part-time temporary employee is defined as one who is hired on a seasonal, temporary, or as-needed basis, maintains at-will employment status, and is limited to working less than 1,000 hours in a fiscal year. The following wage ranges and steps are hereby established for the following position and will be added to the consolidated and comprehensive citywide salary and pay schedule:

Classifications	HOURLY RANGES – SALARY STEPS						
	A	B	C	D	E	F	G
Senior Custodian	24.20	25.14	26.08	27.01	27.96	28.90	29.85

Section 3. Except when exempted by law, hourly employees shall be enrolled in the Public Agency Retirement Services – Alternative Retirement System (PARS-ARS) and shall be fully responsible for all contributions. When mandated by virtue of prior membership to be instead enrolled in the California Public Employees Retirement System (CalPERS), hourly employees shall be responsible for paying the full cost of the employee's contribution.

Section 4. All resolutions, or portions thereof, previously adopted by the City Council and found to be in conflict with the provisions of this resolution are hereby repealed.

Section 5. This resolution will become effective July 1, 2017. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED, AND ADOPTED this 27th day of June, 2017.

Mayor Margaret Finlay

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 17-40 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 27th day of June, 2017, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California

MEMORANDUM

TO: Darrell J. George, City Manager
FROM: Kristen Petersen, Assistant City Manager
DATE: June 20, 2017

SUBJECT: APPROVAL OF RESOLUTION NO. 17-R-41 ESTABLISHING A CITYWIDE SALARY SCHEDULE EFFECTIVE JULY 1, 2017

Background

The City Council approved and adopted one consolidated and comprehensive publicly available pay schedule, containing all established employee positions and pay rates, in accordance with the requirements of California Code of Regulations, Title 2, Section 570. On April 25, 2017, the City Council approved three year Memorandums of Understanding (MOU) with the represented City employees. The first year of the MOU (FY 2017/18) includes a 3% salary increase. On May 23, 2017, the City Council approved Resolution 17-30, which included a 3% salary increase for unrepresented employees. On June 13, 2017, the City Council approved the City of Duarte and Housing Authority FY 2017/18 Budget, which included the two items above as well as a 2% salary increase to the part-time temporary employee positions. The City Manager's current Employment Agreement states that the City Manager is entitled to receive the same annual cost of living increase that is provided to the City employees.

All of these increases have been applied to the Citywide Salary and Pay Schedule that is attached as Exhibit A. These increases would go into effect as of July 1, 2017.

Recommendation

It is recommended that the City Council approve Resolution No.17-R-41, establishing the Citywide Salary and Pay Schedule as of July 1, 2017.

RESOLUTION NO. 17-41**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ADOPTING THE CITYWIDE
SALARY AND PAY SCHEDULE**

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

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

Section 2. On April 25, 2017, the City Council of the City approved Memorandums of Understanding with City employees, which included a salary increase of 3% in fiscal year 2017/18.

Section 3. On May 23, 2017, the City Council of the City approved Resolution 17-30, which established the salary schedule for 2017/18 for unrepresented employees, which was increased by 3%.

Section 4. On June 13, 2017, the City Council of the City approved the City of Duarte and Housing Authority FY 2017/18 Budget, which included the two items above as well as a 2% salary increase to the part-time temporary employee positions.

Section 5. Section 4(a) of the City Manager Employment Agreement states that the City Manager is entitled to receive such annual cost of living increases, if there be any, provided to other City employees.

Section 6. Thus, all wage ranges and steps are hereby adjusted and reflected on the attached Citywide Salary and Pay Schedule as Exhibit A.

Section 7. All resolutions, or portions thereof, previously adopted by the City Council and found to be in conflict with the provisions of this resolution are hereby repealed.

Section 8. The effective date of this resolution shall be July 1, 2017. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED, AND ADOPTED this 27th day of June 2017.

Mayor Margaret Finlay

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 17-41 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 27th day of June 2017, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California

CITY OF DUARTE CITY-WIDE SALARY AND PAY SCHEDULE

Effective July 1, 2017 unless otherwise stated

EXECUTIVE

POSITION	Hourly	Monthly	Annually
City Councilmember (eff. 11/22/2005)		\$ 550.00	\$ 6,600
City Manager	\$ 110.07	\$ 19,079	\$ 228,942

DEPARTMENT HEAD / DIVISION MANAGER - UNREPRESENTED

POSITION	Step A		Step B		Step C		Step D		Step E		Step F		Step G	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Assistant City Manager	\$ 70.20	\$ 12,169	\$ 72.71	\$ 12,603	\$ 75.21	\$ 13,036	\$ 77.69	\$ 13,466	\$ 80.18	\$ 13,898	\$ 82.67	\$ 14,329	\$ 85.16	\$ 14,762
Human Resources Manager	\$ 38.58	\$ 6,687	\$ 40.03	\$ 6,939	\$ 41.47	\$ 7,187	\$ 42.90	\$ 7,437	\$ 44.35	\$ 7,687	\$ 45.78	\$ 7,937	\$ 47.23	\$ 8,186

MANAGEMENT & PROFESSIONAL EMPLOYEES - SEIU LOCAL 721

POSITION	Step A		Step B		Step C		Step D		Step E		Step F		Step G	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Assistant Civil Engineer	\$ 35.58	\$ 6,168	\$ 36.71	\$ 6,364	\$ 37.83	\$ 6,558	\$ 38.97	\$ 6,754	\$ 40.09	\$ 6,948	\$ 41.23	\$ 7,147	\$ 42.36	\$ 7,342
Assistant to the City Manager	\$ 46.00	\$ 7,973	\$ 47.35	\$ 8,207	\$ 48.68	\$ 8,439	\$ 50.04	\$ 8,674	\$ 51.39	\$ 8,908	\$ 52.75	\$ 9,143	\$ 54.12	\$ 9,381
Associate Civil Engineer	\$ 40.66	\$ 7,048	\$ 42.16	\$ 7,307	\$ 43.64	\$ 7,565	\$ 45.14	\$ 7,824	\$ 46.62	\$ 8,081	\$ 48.12	\$ 8,341	\$ 49.61	\$ 8,599
Associate Planner	\$ 36.43	\$ 6,315	\$ 37.66	\$ 6,528	\$ 38.90	\$ 6,742	\$ 40.14	\$ 6,957	\$ 41.37	\$ 7,171	\$ 42.61	\$ 7,387	\$ 43.86	\$ 7,603
City Clerk	\$ 43.74	\$ 7,581	\$ 45.01	\$ 7,802	\$ 46.27	\$ 8,021	\$ 47.55	\$ 8,241	\$ 48.80	\$ 8,460	\$ 50.08	\$ 8,680	\$ 51.35	\$ 8,901
Planning Manager	\$ 51.97	\$ 9,008	\$ 53.62	\$ 9,295	\$ 55.27	\$ 9,580	\$ 56.92	\$ 9,867	\$ 58.58	\$ 10,155	\$ 60.23	\$ 10,440	\$ 61.88	\$ 10,727
Deputy City Manager	\$ 50.59	\$ 8,771	\$ 52.09	\$ 9,027	\$ 53.56	\$ 9,284	\$ 55.05	\$ 9,541	\$ 56.53	\$ 9,799	\$ 58.03	\$ 10,059	\$ 59.53	\$ 10,318
Director of Community Development	\$ 65.11	\$ 11,286	\$ 67.63	\$ 11,723	\$ 70.14	\$ 12,158	\$ 72.66	\$ 12,595	\$ 75.18	\$ 13,031	\$ 77.69	\$ 13,466	\$ 80.21	\$ 13,903
Director of Parks & Recreation	\$ 61.71	\$ 10,696	\$ 63.72	\$ 11,045	\$ 65.72	\$ 11,392	\$ 67.73	\$ 11,740	\$ 69.74	\$ 12,089	\$ 71.74	\$ 12,436	\$ 73.75	\$ 12,782
Director of Public Safety Services	\$ 61.71	\$ 10,696	\$ 63.72	\$ 11,045	\$ 65.72	\$ 11,392	\$ 67.73	\$ 11,740	\$ 69.74	\$ 12,089	\$ 71.74	\$ 12,436	\$ 73.75	\$ 12,782
Facilities Maintenance Supervisor	\$ 32.52	\$ 5,637	\$ 33.77	\$ 5,853	\$ 35.02	\$ 6,071	\$ 36.26	\$ 6,286	\$ 37.51	\$ 6,502	\$ 38.77	\$ 6,720	\$ 40.01	\$ 6,935
Field Services Manager	\$ 48.50	\$ 8,408	\$ 50.16	\$ 8,694	\$ 51.80	\$ 8,978	\$ 53.45	\$ 9,265	\$ 55.09	\$ 9,549	\$ 56.74	\$ 9,836	\$ 58.40	\$ 10,121
Financial Services Manager	\$ 42.61	\$ 7,387	\$ 44.11	\$ 7,644	\$ 45.58	\$ 7,900	\$ 47.06	\$ 8,157	\$ 48.54	\$ 8,413	\$ 50.02	\$ 8,671	\$ 51.52	\$ 8,929
Information Technology Manager	\$ 48.50	\$ 8,408	\$ 50.16	\$ 8,694	\$ 51.80	\$ 8,978	\$ 53.45	\$ 9,265	\$ 55.08	\$ 9,548	\$ 56.74	\$ 9,836	\$ 58.39	\$ 10,121
Public Safety Manager	\$ 38.42	\$ 6,659	\$ 40.90	\$ 7,090	\$ 41.63	\$ 7,216	\$ 43.24	\$ 7,494	\$ 44.83	\$ 7,771	\$ 46.43	\$ 8,049	\$ 48.04	\$ 8,326
Public Works Manager	\$ 49.09	\$ 8,509	\$ 50.63	\$ 8,777	\$ 52.18	\$ 9,044	\$ 53.73	\$ 9,314	\$ 55.28	\$ 9,583	\$ 56.83	\$ 9,851	\$ 58.39	\$ 10,121
Recreation Superintendent	\$ 43.11	\$ 7,473	\$ 44.63	\$ 7,736	\$ 46.15	\$ 7,999	\$ 47.67	\$ 8,263	\$ 49.19	\$ 8,526	\$ 50.71	\$ 8,790	\$ 52.24	\$ 9,054
Recreation Supervisor	\$ 32.52	\$ 5,637	\$ 33.77	\$ 5,853	\$ 35.02	\$ 6,071	\$ 36.26	\$ 6,286	\$ 37.52	\$ 6,503	\$ 38.77	\$ 6,720	\$ 40.01	\$ 6,936
Senior Planner	\$ 45.44	\$ 7,877	\$ 46.88	\$ 8,125	\$ 48.32	\$ 8,375	\$ 49.76	\$ 8,625	\$ 51.19	\$ 8,872	\$ 52.63	\$ 9,122	\$ 54.07	\$ 9,372
Transit Supervisor	\$ 35.44	\$ 6,143	\$ 36.84	\$ 6,386	\$ 38.27	\$ 6,634	\$ 39.68	\$ 6,878	\$ 41.10	\$ 7,123	\$ 42.52	\$ 7,371	\$ 43.94	\$ 7,615

GENERAL EMPLOYEES - SEIU LOCAL 721

POSITION	Step A		Step B		Step C		Step D		Step E		Step F		Step G	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Accountant	\$ 30.18	\$ 5,232	\$ 31.30	\$ 5,424	\$32.40	\$ 5,617	\$33.51	\$ 5,810	\$34.64	\$ 6,004	\$35.76	\$ 6,198	\$ 36.87	\$ 6,392
Accounting Specialist	\$ 26.52	\$ 4,597	\$ 27.43	\$ 4,755	\$28.34	\$ 4,912	\$29.26	\$ 5,071	\$30.16	\$ 5,228	\$31.07	\$ 5,386	\$ 31.98	\$ 5,543
Administrative Assistant - City Manager's Office	\$ 20.82	\$ 3,608	\$ 21.63	\$ 3,749	\$22.44	\$ 3,891	\$23.27	\$ 4,032	\$24.08	\$ 4,174	\$24.90	\$ 4,316	\$ 25.71	\$ 4,457
Administrative Secretary	\$ 24.08	\$ 4,173	\$ 25.01	\$ 4,334	\$25.93	\$ 4,495	\$26.86	\$ 4,655	\$27.78	\$ 4,816	\$28.70	\$ 4,975	\$ 29.62	\$ 5,135
Assistant Planner	\$ 29.00	\$ 5,027	\$ 30.12	\$ 5,222	\$31.26	\$ 5,418	\$32.40	\$ 5,615	\$33.53	\$ 5,712	\$34.65	\$ 6,007	\$ 35.79	\$ 6,203
Bus Driver	\$ 22.10	\$ 3,831	\$ 22.83	\$ 3,957	\$23.56	\$ 4,083	\$24.28	\$ 4,209	\$25.02	\$ 4,337	\$25.75	\$ 4,463	\$ 26.49	\$ 4,591
Civil Engineering Technician	\$ 26.10	\$ 4,524	\$ 27.19	\$ 4,713	\$28.29	\$ 4,903	\$29.37	\$ 5,091	\$30.47	\$ 5,281	\$31.56	\$ 5,472	\$ 32.66	\$ 5,660
Clerk/Typist Receptionist	\$ 19.86	\$ 3,443	\$ 20.58	\$ 3,568	\$21.29	\$ 3,691	\$22.01	\$ 3,815	\$22.73	\$ 3,940	\$23.46	\$ 4,065	\$ 24.19	\$ 4,194
Code Compliance / Animal Control Officer	\$ 28.20	\$ 4,888	\$ 29.38	\$ 5,092	\$30.55	\$ 5,295	\$31.73	\$ 5,500	\$32.90	\$ 5,704	\$34.08	\$ 5,908	\$ 35.25	\$ 6,111
Community Development Technician	\$ 23.77	\$ 4,121	\$ 24.63	\$ 4,268	\$25.47	\$ 4,416	\$26.33	\$ 4,563	\$27.17	\$ 4,710	\$28.03	\$ 4,857	\$ 28.87	\$ 4,971
Crime Prevention Specialist	\$ 29.22	\$ 5,065	\$ 30.29	\$ 5,251	\$31.40	\$ 5,443	\$32.52	\$ 5,638	\$33.64	\$ 5,831	\$34.76	\$ 6,026	\$ 35.88	\$ 6,219
Custodian	\$ 19.95	\$ 3,457	\$ 20.70	\$ 3,589	\$21.46	\$ 3,720	\$22.24	\$ 3,856	\$23.00	\$ 3,987	\$23.78	\$ 4,122	\$ 24.54	\$ 4,254
Field Services Supervisor	\$ 31.24	\$ 5,411	\$ 32.79	\$ 5,684	\$34.35	\$ 5,955	\$35.91	\$ 6,226	\$37.47	\$ 6,497	\$39.04	\$ 6,767	\$ 40.60	\$ 7,038
Irrigation Control Technician	\$ 23.94	\$ 4,150	\$ 24.85	\$ 4,308	\$25.77	\$ 4,466	\$26.68	\$ 4,625	\$27.61	\$ 4,785	\$28.53	\$ 4,945	\$ 29.43	\$ 5,102
Human Resources Specialist	\$ 27.47	\$ 4,762	\$ 28.62	\$ 4,961	\$29.77	\$ 5,159	\$30.92	\$ 5,358	\$32.05	\$ 5,556	\$33.20	\$ 5,755	\$ 34.35	\$ 5,955
Lead Driver	\$ 29.13	\$ 5,049	\$ 30.00	\$ 5,201	\$30.91	\$ 5,357	\$31.83	\$ 5,518	\$32.79	\$ 5,684	\$33.77	\$ 5,853	\$ 34.79	\$ 6,029
Maintenance Technician	\$ 20.40	\$ 3,537	\$ 21.26	\$ 3,684	\$22.10	\$ 3,832	\$22.96	\$ 3,979	\$23.80	\$ 4,126	\$24.66	\$ 4,273	\$ 25.50	\$ 4,422
Public Safety Coordinator	\$ 23.56	\$ 4,084	\$ 24.45	\$ 4,238	\$25.34	\$ 4,393	\$26.23	\$ 4,548	\$27.14	\$ 4,703	\$28.03	\$ 4,859	\$ 28.93	\$ 5,015
Recreation Coordinator	\$ 23.56	\$ 4,083	\$ 24.45	\$ 4,238	\$25.34	\$ 4,393	\$26.23	\$ 4,548	\$27.14	\$ 4,703	\$28.03	\$ 4,859	\$ 28.93	\$ 5,015
Senior Code Compliance / Animal Control Officer	\$ 30.70	\$ 5,321	\$ 31.98	\$ 5,542	\$33.25	\$ 5,763	\$34.53	\$ 5,986	\$35.82	\$ 6,209	\$37.10	\$ 6,431	\$ 38.38	\$ 6,653
Senior Custodian	\$ 24.20	\$ 4,197	\$ 25.14	\$ 4,357	\$26.08	\$ 4,520	\$27.01	\$ 4,683	\$27.96	\$ 4,847	\$28.90	\$ 5,009	\$ 29.85	\$ 5,174
Senior Maintenance Technician	\$ 23.94	\$ 4,150	\$ 24.85	\$ 4,308	\$25.77	\$ 4,466	\$26.68	\$ 4,625	\$27.61	\$ 4,785	\$28.53	\$ 4,945	\$ 29.43	\$ 5,102
Senior Maintenance Technician *Electrician	\$ 25.87	\$ 4,484	\$ 26.65	\$ 4,618	\$27.45	\$ 4,757	\$28.26	\$ 4,899	\$29.12	\$ 5,047	\$29.99	\$ 5,198	\$ 30.89	\$ 5,355

PART-TIME HOURLY EMPLOYEES

POSITION	Hourly Pay Rate						
	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Administrative Assistant - City Manager's Office*	\$ 20.82	\$ 21.63	\$ 22.44	\$ 23.27	\$ 24.08	\$ 24.90	\$ 25.71
Aerobics Instructor	\$ 13.49	\$ 15.42	\$ 17.32	\$ 19.23	\$ 21.16	\$ 23.08	\$ 24.97
Animal Control Officer	\$ 16.45	\$ 17.09	\$ 17.72	\$ 18.35	\$ 18.99	\$ 19.62	\$ 20.27
Assistant Boxing Trainer	\$ 12.62	\$ 12.96	\$ 13.47	\$ 13.98	\$ 14.33	\$ 15.00	\$ 15.35
Boxing Trainer	\$ 19.13	\$ 19.73	\$ 20.61	\$ 21.51	\$ 22.09	\$ 23.27	\$ 23.87
Bus Driver	\$ 19.35	\$ 19.99	\$ 20.63	\$ 21.27	\$ 21.91	\$ 22.55	\$ 23.19
Certified Aerobics Instructor	\$ 24.30	\$ 25.76	\$ 27.22	\$ 28.66	\$ 30.12	\$ 31.58	\$ 33.03
Clerk/Typist Receptionist*	\$ 19.86	\$ 20.58	\$ 21.29	\$ 22.01	\$ 22.73	\$ 23.46	\$ 24.19
College Intern	\$ 10.71	\$ 12.22	\$ 13.79	\$ 15.35	\$ 16.91	\$ 18.47	\$ 20.03
Community Services Officer	\$ 16.45	\$ 17.08	\$ 17.72	\$ 18.35	\$ 18.99	\$ 19.62	\$ 20.27
Computer Lab Technician	\$ 14.40	\$ 14.83	\$ 15.25	\$ 15.68	\$ 16.11	\$ 16.53	\$ 16.96
Crossing Guard	\$ 12.10						
Custodian	\$ 17.47	\$ 18.14	\$ 18.81	\$ 19.49	\$ 20.15	\$ 20.83	\$ 21.49
Fee and Charge Instructor	70% of Registration Fees						
Lifeguard	\$ 12.11	\$ 12.59	\$ 13.07	\$ 13.55	\$ 14.02	\$ 14.50	\$ 14.98
Lifeguard/Instructor	\$ 13.93	\$ 14.41	\$ 14.88	\$ 15.36	\$ 15.83	\$ 16.31	\$ 16.78
Pool Manager	\$ 17.94	\$ 18.75	\$ 19.57	\$ 20.38	\$ 21.20	\$ 22.01	\$ 22.84
Recreation Leader	\$ 10.71	\$ 10.95	\$ 11.26	\$ 11.57	\$ 11.88	\$ 12.20	\$ 12.52
Recreation Specialist	\$ 16.32	\$ 16.83	\$ 17.34	\$ 17.85	\$ 18.36	\$ 18.87	\$ 19.38
Senior Custodian*	\$ 24.20	\$ 25.14	\$ 26.08	\$ 27.01	\$ 27.96	\$ 28.90	\$ 29.85
Trail Maintenance Crew	\$ 10.71	\$ 11.22	\$ 13.26	\$ 15.30	\$ 17.34	\$ 18.36	\$ 21.42

*part time position mirrors hourly rate of full time position

MEMORANDUM

To: Honorable Mayor and Members of the Duarte City Council

From: David B. Cosgrove – Rutan & Tucker, LLP, City Attorney

Date: June 24, 2017

Re: Proposed Resolution Delegating the Handling and Disposition of Government Tort Claims Not Covered Under the California Joint Powers Insurance Authority

Recommendation: Pursuant to Government Code § 935.4, adopt a resolution authorizing the City Manager, in consultation with the City Attorney, to receive, review, and handle those Government Tort Claims Act claims which are not otherwise covered by the California Joint Powers Insurance Authority (“California JPIA”), and prior City Council Resolution No. 06-21.

Discussion: Most of the Government Tort Claims Act claims the City receives are included within the City’s joint powers insurer, the California JPIA. In June 2006, and under authority conferred by the California Government Code 935.4, the City authorized the California JPIA to accept, reject, return as insufficient, or return as untimely any claims against the City, and to provide any notices required under that process. Recently, the City has received a claim which was not covered by the California JPIA. This pointed out a “gap” in the City’s delegation of the treatment of such claims, and necessitated City Council action on the claim, which is also on this evening’s agenda.

Staff recommends that the City extend the delegation it has previously offered to the California JPIA to the City Manager in consultation with the City Attorney, for claims up to the amount of Twenty-Five Thousand Dollars (\$25,000). This will allow for more swift and efficient processing of such claims, without the need for repeated resort to City Council intervention and action. The Twenty-Five Thousand Dollar (\$25,000) claim ceiling for this delegation is the same figure as the City Manager’s purchase and expenditure authority.

The same policy considerations and logic that governed the 2006 delegation to the California JPIA spurs this recommendation from staff on non-California JPIA covered claims, and staff is recommending approval of the resolution.

ATTACHMENTS:

Resolution No. 17-42

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE REGARDING PROCEDURES GOVERNING THE PRESENTATION, CONSIDERATION AND ENFORCEMENT OF CLAIMS AGAINST THE CITY OF DUARTE AND DELEGATING AUTHORITY TO COMPROMISE CERTAIN CLAIMS AND SETTLE CERTAIN LITIGATION CONCERNING CLAIMS AGAINST THE CITY TO THE CITY MANAGER, RISK MANAGER AND THE CITY ATTORNEY

WHEREAS, the State Legislature has enacted Part 3 (commencing with Section 900) and Part 4 (commencing with Section 940) of Division 3.6 of Title 1 of the Government Code of the State of California (hereinafter the "Claims Law"), which governs claims for money or damages against the City and prescribes, among other matters, the procedures relating to determinations by the governing board of local public entities, including the City, concerning (i) the form of claims against local public entities or against officers, agents and employees thereof (Section 910.4), (ii) the sufficiency of claims presented (Section 910.8), (iii) the presentment of late claims (Section 911.3, 911.6, 912.2), and (iv) action on claims presented (Section 912.6); and

WHEREAS, Section 935.4 of the Government Code provides that a local public entity may authorize an employee of the local public entity to perform those functions of the governing body of the public entity under the Claims Law that are prescribed by the local public entity, including authorizing such employee to allow, compromise, or settle a claim against the public entity if the amount to be paid pursuant to the allowance, compromise or settlement does not exceed defined maximum amounts, and that ordinance or resolution may provide that, upon written order of that employee, the auditor or other fiscal officer of the local public entity shall cause a warrant to be issued upon the treasury of the local public entity in the amount for which a claim has been allowed, compromised or settled; and

WHEREAS, on June 27, 2006, the Duarte City Council passed Resolution No. 06-21, designating and delegating to the California Joint Powers Insurance Authority ("California JPIA") the authority to act on the City's behalf to accept, reject, return as insufficient, or return as untimely any claims against it, and to provide any notices authorized in connection with Government Tort Claims on the City's behalf; and

WHEREAS, not all claims received by the City are covered under the California JPIA, and the City desires to designate and delegate authority for the receipt, processing, handling, and resolution of those claims not covered under the California JPIA ("non-JPIA claims");

WHEREAS, the City Council hereby delegates the authority which it is authorized to delegate pursuant to the Claims Law for those claims not otherwise covered by the California JPIA or by Resolution No. 06-21 in the manner hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Duarte, hereby finds, determines and declares as follows:

Section 1. The foregoing recitals are incorporated into this Resolution by this reference and constitute a material part of this Resolution for all non-JPIA claims or other claims falling outside of the delegated authority of Resolution No. 06-21.

Section 2. For all non-JPIA claims or other claims falling outside of the delegated authority of Resolution No. 06-21, pursuant to Section 935.4 of the Government Code of the State of California, the City Council does hereby authorize, order and direct the City Manager, acting in consultation with the City Attorney, to approve, deny or otherwise make determinations concerning (i) the form of claims, (ii) the sufficiency of claims presented against the City, and (iii) the presentment of late claims.

Section 3. For non-JPIA claims or other claims falling outside of the delegated authority of Resolution No. 06-21, pursuant to Section 935.4 of the Government Code of the State of California, the City Council does hereby authorize the City Manager, in consultation with the City Attorney, to allow, compromise or settle a claim against the City provided the amount to be paid by the City pursuant to the allowance, compromise or settlement does not exceed Twenty-Five Thousand Dollars (\$25,000). The City Manager is hereby authorized to execute any agreements and other documents on behalf of the City which may be necessary to accomplish and complete any such allowance, compromise or settlement.

Section 4. For non-JPIA claims or other claims falling outside of the delegated authority of Resolution No. 06-21, the City Council does hereby authorize, order and direct the City Attorney to confer with the City Manager in his or her decision to allow, compromise or settle any claim or litigation arising therefrom to which the City is a party, or to which any officer or employee of the City is a party and as to which the City is required by law to indemnify such officer or employee, provided the amount to be paid by the City pursuant to the allowance, compromise or settlement does not exceed Twenty-Five Thousand Dollars (\$25,000), or, in the event the City is a party plaintiff in the litigation, the amount due to the City does not exceed the amount of the settlement by more than Twenty-Five Thousand Dollars (\$25,000). The City Attorney is hereby authorized, ordered and directed to execute any and all agreements and other documents on behalf of the City which may be necessary to accomplish and complete any such agreed allowance, compromise or settlement.

Section 5. Nothing contained herein shall prevent the City Council from reviewing, considering or acting upon any claim or litigation matter in its sole and absolute discretion, nor prevent the City Manager from referring any claim to the City Council for direction or advisement.

Section 6. This Resolution is intended to supplement and operate in conjunction with Resolution No. 06-21. If and to the extent any other prior resolutions of the City Council of the City are inconsistent or in conflict with the subject matter of this Resolution, then such prior resolutions are hereby repealed and the terms and provisions of this Resolution shall control and govern the subject matter hereof.

Section 7. This Resolution shall be effective immediately upon adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Duarte at a regular meeting held on the 27th day of June, 2017.

Mayor Margaret Finlay

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 17-42 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 27th day of June, 2017, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California

MEMORANDUM

To: Honorable Mayor and Members of the Duarte City Council
From: David B. Cosgrove – Rutan & Tucker, LLP, City Attorney
Date: June 27, 2017
Re: City Council Expense Reimbursement Policy Amendment

Recommendation: The City Attorney's office recommends that the City Council, by motion, approve an amendment to the *City of Duarte Reimbursement for Expenses Policy Statement* for City Council, originally approved on May 9, 2006. The amendment will allow an option for City Council Members to accept a vehicle allowance in the amount of Seventy-Five Dollars (\$75) per month, in lieu of tracking and submitting reimbursement requests for actual mileage traveled for City-related events.

Discussion: City Council has in place a *Reimbursement for Expenses Policy Statement* governing reimbursement to Council Members for expenses incurred in City-related business activities. These activities include participating in community meetings, going to regional, state, and national organizations, attending educational seminars, and promoting public service at City-sponsored events.

One of the elements of eligible reimbursement is travel. Under current policy, Council Members are permitted reimbursement for travel in their own automobiles at the Internal Revenue Service standard mileage rate of 53.5 cents per mile.

The *Reimbursement for Expenses Policy Statement* also governs reimbursement for meals and business meetings, memberships, and other expenses. *Per diem* meal expenses are \$65 total.

City Attorney's office was asked whether an alternative arrangement was possible, which would provide City Council Members a monthly stipend for overall expenses, instead of requiring specific tracking of mileage, receipts for meals, memberships, etc. We concluded that an overall stipend is not possible, but California law does allow for a vehicle allowance in lieu of specific mileage reimbursement. The amendment to the policy therefore proposes an alternative for a vehicle allowance in lieu of reimbursement of actual miles expended, but in other respects, it keeps meal and other expense reimbursement requirements the same.

Our research indicates an "across the board" flat stipend as a replacement for reimbursement of actual expenses incurred by Council Members is not permitted. This is because courts have held that if the stipend exceeds amounts actually expended for verifiable municipal purposes in a given month, it is considered the equivalent of a gift of public funds. (See, *Albright v. City of South San Francisco* (1975) 44 Cal.App.3d 866, 869-870.)

Government Code § 1223 provides more flexibility, however, for vehicle allowances. in lieu of reimbursing actual for actual mileage. Government Code § 1223 provides:

“When traveling expenses are allowed by law to any state, county, judicial district, or city officer, [s]he may contract with the appropriate authorities for an allowance or mileage rate for the use of vehicles owned or rented and used by him [or her] in the performance of duty, in lieu of the usual transportation charges.”

The courts have upheld the validity of such vehicle allowances, and concluded the option of a vehicle allowance survives later-enacted statutes (i.e., Government Code § 53232.2-53232.3) which allow for expense reimbursements only upon submission of justification for expenses incurred. (*Citizen Advocates, Inc. v. Board of Supervisors* (1983) 146 Cal.App.3d 171.) A flat-rate vehicle allowance therefore has legal support as an option to mileage reimbursements.

There is, however, a potential issue whether such vehicle allowances might constitute salary or compensation to the Council Member receiving them. The California Attorney General suggested at least this possibility in a 2010 opinion, when it characterized the vehicle allowance as “a specialized form of compensation.” (93 Ops.Cal.Atty.Gen. 9.) The Attorney General indicated some cities do report vehicle allowances as compensation, but stopped short of opining whether such allowances necessarily amount to wages for income tax purposes. (*Ibid.*)

Staff therefore endeavored to create an option for City Council Members to take advantage of Government Code § 1223, and the potential convenience of accepting a vehicle allowance in lieu of tracking actual monthly mileage expenses, but to structure the vehicle allowance in a way that would not amount to compensation. We did so by fixing the vehicle allowance amount based upon a per-mile cost determined by the American Automobile Club Automobile Research Center, and applying that to the average number of miles City Council Members have actually reported over the past few years. The result, rounded, is a Seventy-Five Dollar (\$75) monthly allowance, which we believe closely enough approximates the actual cost of making a private vehicle available for City-related events, such that the vehicle allowance is properly characterized as a reimbursement of costs, and not salary or income.

Attached is a red-line copy of proposed amendments to the existing *Reimbursement for Expenses Policy Statement* to offer this vehicle allowance, as an alternative to actual mileage reimbursement for those City Council Members who choose to avail themselves of this option. There is no requirement for any Council Member to select a vehicle allowance in lieu of actual mileage reimbursements. The choice purely voluntary. The text of the proposed revision, explains the method of calculation of the monthly amount, and the policy includes an automatic adjustment factor for fluctuations in the vehicle cost index referenced.

Each Council Member desiring to take advantage of this option is requested to advise staff of his or her decision to do so within sixty (60) days of the beginning of the fiscal year, with that decision to stay in effect through the fiscal year.

Staff has reviewed the other aspects of the *Reimbursement for Expenses Policy Statement*, including per diem allowances for meals,, and has found that the amounts in our policy are generally in line with other cities surveyed. In addition, the threshold of expenses requiring a documented receipt has been adjusted from ten (\$10.00) dollars to twenty (\$20.00) dollars, as a matter of administrative convenience. .

Staff is recommending no further changes at this time.

ATTACHMENTS:

Red-line copy of proposed amendments

CITY OF DUARTE

REIMBURSEMENT FOR EXPENSES POLICY STATEMENT

(Approved/Adopted May 9, 2006

(Amended June 27, 2017))

1. PURPOSE

To define the general policy and procedures of the City of Duarte regarding City reimbursement for expenses incurred while performing City business or representing the City of Duarte.

2. GENERAL POLICY STATEMENT

- A. All expenditures must be reasonable, actual, authorized, and necessary for the substantial benefit to the City of Duarte. Such benefits include:
 - 1. The opportunity to discuss the community's concerns with government officials;
 - 2. Participating in regional, state and national organizations whose activities affect the City of Duarte;
 - 3. Attending educational seminars designed to improve individuals' skill and information levels; and
 - 4. Promoting public service at city sponsored events.
- B. City funds, equipment, supplies (including letterhead), and staff time must only be used for authorized City business. Expenses incurred in connection with the following types of activities generally constitute authorized expenses, as long as the other requirements of this policy are met:
 - 1. Communicating with representatives of regional, state and national government on City adopted policy positions;
 - 2. Attending educational seminars designed to improve individuals' skill, networking, and information levels;
 - 3. Participating in regional, state and national organizations whose activities inform or affect the City's interests;
 - 4. Attending City events and;
 - 5. Implementing a City-approved strategy for attracting or retaining businesses to the City, which will typically involve at least one staff member.
- C. All other expenditures require prior approval by the City Council.
- D. The following expenses also require prior City Council approval:
 - 1. International travel; and

2. Expenses, which exceed the annual limits, established for each office holder.

E. Examples of personal expenses that the City will NOT reimburse include, but are not limited to:

1. The personal portion of any trip;
2. Political or charitable contributions or events;
3. Family expenses, including partner's expenses when accompanying individual on agency-related business, as well as children- or pet-related expenses;
4. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events;
5. Personal automobile expenses apart from the pro-rata share of such expenses attributed to City-related activities, reflected in the optional monthly vehicle allowance; and
6. Personal losses incurred while on City business.

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Any questions regarding the propriety of a particular type of expense should be resolved by the City Council before the expense is incurred.

3. REVIEW AND APPROVAL AUTHORITY

The City Manager or his/her designee is responsible for the specific review of all advance and expense reimbursement requests to assure adherence to this Policy. As a result, all expense reimbursement forms must first be submitted to the City Manager or his/her designee for review. After review, City Council member's and/or City Manager's statements will be submitted to the City Council for final approval. All other statements require final approval by the City Manager or his/her designee.

4. ADVANCES

- A. Individuals attending meetings or traveling on official City business may request the advance of funds for conference registration, meals, lodging, travel expenses, and other reimbursable expenses.
- B. Requests for advances must be received in writing by the City Manager a minimum of seven (7) working days prior to the date needed. The City Manager may waive the time constraint if deemed necessary. The request for the advance should be submitted in writing on an Advance Expense Request form and include the following information:
 1. The purpose of the expenditure(s);
 2. The benefits of such expenditure to the residents of City;
 3. The anticipated amount of the expenditure(s) (for example, hotel rates, meal costs, and transportation expenses); and

4. The dates of the expenditure(s).

- C. An expense report and receipts documenting how the advance was used in compliance with this policy, along with any unused advance, must be returned to the City within thirty (30) days of the individual's return. Inability to provide such documentation within 30 days of an expense being incurred or return from travel will result in the expense being borne by the individual.
- D. In the event that the City Manager or his designee is uncertain as to whether a request complies with this policy, such individual must seek resolution from the City Council.

5. MEALS AND BUSINESS MEETINGS

- A. Reimbursable meals or business meeting expenses must be incurred under conditions conducive to, and during, substantially City-related discussion. Whenever meals are hosted for an event or conference, or otherwise made available, no other individual meal expenses are reimbursable.
- B. Meals merely incidental to activities occurring in or about the City of Duarte are not reimbursable.
- C. Meal reimbursement shall be based on the actual charge established for each meal by the particular meeting or conference. If no set amount is established, reimbursement shall be made for reasonable expenses, and itemized receipts are required. The maximum allowable meal and beverage reimbursement is \$12.00 per person for breakfast, \$18.00 per person for lunch, and \$35.00 per person for dinner (\$65 daily total). The City will not pay for alcohol expenses.

6. TRAVEL

The City will reimburse individuals for all reasonable, actual, and necessary expenses while traveling on approved City business pursuant to the specific criteria below. In general, the most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements must be used, using the most direct and time-efficient route.

- A. Airfare. Airfares that are equal or less than those available through the Enhanced Local Government Airfare Program offered through the League of California Cities (www.cacities.org/travel), the California State Association of Counties (<http://www.csac.counties.org/default.asp?id=635>) and the State of California are presumed to be the most economical and reasonable for purposes of reimbursement under this policy.
- B. Automobile. When two or more persons attend the same function and utilize their personal automobile(s), they are expected, whenever practicable, to pool transportation. Automobile mileage is reimbursed at Internal Revenue Service rates presently in effect (see www.irs.gov) or allowable airfare, whichever is less. For 2006, the rate is 44.5 cents per mile. These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and

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road tolls, which are also reimbursable with receipts. Please note that mileage reimbursement does not apply to car rentals. See section C for car rental reimbursements.

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C. Car Rental. Rental rates that are equal or less than those available through the State of California's website (<http://www.catravelsmart.com/default.htm>) shall be considered the most economical and reasonable for purposes of reimbursement under this policy. Mileage reimbursement rates will not be paid for rental vehicles; only the cost of car rental and any receipted fuel expenses.

D. Taxis/Shuttles. Taxis or shuttles fares may be reimbursed, including a 15 percent gratuity per fare, when the cost of such fares is equal or less than the cost of car rentals, gasoline and parking combined, or when such transportation is necessary for time-efficiency.

E. Lodging. The reasonable cost of accommodations incurred on an approved trip is reimbursable. If the event is fifty (50) miles or less from the City, no overnight accommodations will be allowed without prior City Council approval.

1. Conferences/Meetings. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. If the group rate is not available, see next section.

2. Other Lodging. Travelers must request government rates, when available. A listing of hotels offering government rates in different areas is available at <http://www.catravelsmart.com/lodguideframes.htm>. Lodging rates that are equal or less to government rates are presumed to be reasonable and hence reimbursable for purposes of this policy. In the event that government rates are not available at a given time or in a given area, lodging rates that do not exceed \$250 per night are presumed reasonable and hence reimbursable.

F. Internet. Individuals will be reimbursed for Internet access connection and/or usage fees away from home, not to exceed \$15.00 per day, if Internet access is necessary for City-related business.

G. Other. Baggage handling fees up to the industry standard cost per bag and gratuities of up to 15 percent will be reimbursed. Expenses, which qualify to receive reimbursement from another agency, are not reimbursable.

H. All Expenses – Must be itemized, explained fully, and supported with receipts for amounts in excess of twenty (\$20.00) dollars. Amounts of less than twenty dollars can be submitted without a receipt, but with a written explanation.

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7. OPTIONAL VEHICLE ALLOWANCE EXPENSES

A. City Councilmembers may be reimbursed their actual mileage travelled for travel conducted in their own private vehicles on City-related business and events, at then-applicable IRS forced rates, or if the travel is to a destination for which there is a Local Government Airfare Program rate for airline travel the lesser of the actual mileage reimbursement or the Local Government Airfare Program airline

rates. Such mileage reimbursement may be claimed by submitting a reimbursement request indicating the date, miles travelled, and the event or business conducted.

Alternatively, in lieu of tracking actual mileage traveled, and as permitted by Government Code section 1223, each City Council member may elect to be provided a monthly vehicle allowance of \$75.00. This amount is provided as a partial offset of expenses City Council members incur in having a private vehicle available for use to travel to and from City events and City-related activities. The vehicle allowance is calculated based upon the 2015 American Automobile Club Automobile Research Center's estimate that the average vehicle cost in Southern California is Nine Thousand Two Hundred and Twenty Six dollars (\$9,226.00) annually for vehicles driven fifteen thousand miles per year. This amounts to \$769.00 monthly, or \$0.615 per mile. On average, from 2015 through 2017 City Council members have reported actual mileage for City-related activities at one hundred twenty (120) miles per month. The vehicle allowance is therefore calculated at the average actual City Council monthly mileage times the prevailing vehicle operating cost, rounded. To the extent that the American Automobile Club Automobile Research Center's estimate of the average vehicle cost in Southern California is adjusted upward over time, the amount of the vehicle allowance provided herein shall adjust automatically by using the updated per mile cost so adjusted, without the need for further amendment to this Policy.

A City Council member electing to receive the car allowance may do so in writing on or within sixty (60) days of the beginning of the fiscal year in which the vehicle is being used, and such election shall continue for the entire fiscal year in which the election is made, and no withdrawal or rescission of such election shall be effective until the beginning of the next fiscal year.

- B. Telephone/Fax/Cellular. City Councilmembers and City Staff (with Department Head approval) will be reimbursed for actual telephone and fax expenses incurred on City business. Telephone bills should identify which calls were made on City business. For cellular calls the bills should identify which calls were made on City business. If the cellular calls are within the minutes of the individual's plan, the individual can identify the percentage of calls made on City business and apply this percentage to the cellular bill.

Deleted: Local Mileage. Automobile mileage is reimbursed at Internal Revenue Service rates presently in effect (see www.irs.gov) or allowable airfare, whichever is less. As of April 2006, the rate is 44.5 cents per mile. These rates are adjusted by the IRS on a regular basis and are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. A clear description of mileage incurred on City business must be submitted for reimbursement.

8. MEMBERSHIPS

Dues and related expenses for individual memberships in organizations are reimbursable only when such memberships provide a specific benefit to the City, and with prior approval of the City Council.

9. OTHER

All other expenses must be itemized and explained as to the cost/benefit relationship to the specific events, functions, or meetings. Reimbursement of overnight travel expenses for spouses/guests is not authorized under any circumstances. Please note that using City funds, cash advances or other lines of credit for expenses not

qualified under this policy is strictly prohibited, even when those funds are reimbursed. For example, City funds are NOT to be used for the advance payment of airline tickets for a spouse even when later reimbursed to the City. See Section 2 for a list of expenses that are prohibited from using City funds.

10. FILING EXPENSE REPORTS

- A. All cash advance expenditures and expense reimbursement requests must be submitted on an expense report form provided by the City. This form shall include the following advisory:

All expenses reported on this form must comply with the City's policies relating to expenses and use of public resources. The information submitted on this form is a public record. Penalties for misusing public resources and violating the City's policies include loss of reimbursement privileges, restitution, civil and criminal penalties as well as additional income tax liability.

- B. City Expense Report forms, required to support any requests for cash advance expenditures or expense reimbursements, shall be submitted by the individuals within 30 days of an expense being incurred or return from travel (whichever is later), accompanied by receipts documenting each expense. Forms submitted by the Tuesday two weeks prior to a City Council meeting will be reviewed and considered for approval by City Council. Only those expenses approved by City Council action at a City Council meeting shall be included in the next warrant register for payment.
- C. All supporting receipts must be documented to identify the amount, place, purpose, participants, and benefit to the City and must be attached to the Expense Report. Absent a receipt, a complete explanation must be attached to the Expense Report of such undocumented expenses. Inability to provide such documentation or to submit a Expense Report within 30 days of an expense being incurred or return from travel will result in the expense being borne by the individual.
- D. A complete reconciliation of any prepaid and advanced funds must be provided, together with a repayment to the City of any unused advance funds. Before a cash advance is allowed, any previous cash advance must be accounted for, either with cash or receipts totaling said cash advance.

11. REPORTS TO GOVERNING BODY

At the City Council meeting immediately following, each official shall briefly report (either in writing or orally) on meetings and/or conferences attended at City expense. If multiple officials attended, a joint report may be made.

12. AMENDMENTS

This Policy may be amended by action of the City Council, if applicable law allows such amendment.

MEMORANDUM

TO: City Council
FROM: City Attorney's Office
DATE: June 21, 2017
FILE NO.: 012225-0101
RE: Claim for Damages: Robert Juan Walton

On June 5, 2017, the City received a Claim for Damages from Robert Juan Walton. Mr. Walton's claim stems from a City code enforcement effort (including several administrative citations) for code violations on the property with a physical address of 2511 Markwood Street, Duarte, CA 91010 ("Property"). Mr. Walton does not own the Property but instead was (until recently) a tenant on the Property.

Summary of City's Enforcement Effort and Criminal Action

In May 2015, the City received a complaint about five (5) temporary structures and storage of miscellaneous items on the Property in view of neighboring properties. The City also observed several inoperable vehicles in public view. The City contacted Mr. Walton and sent him several notices of violations in an effort to obtain voluntary compliance. Mr. Walton refused, and the City began issuing Mr. Walton administrative citations in late April 2016, nearly a year after it commenced its voluntary compliance effort. In total, the City issued Mr. Walton four (4) administrative citations for the unpermitted temporary structures on the Property. Mr. Walton did not appeal the administrative citations, failed to remit payment of the administrative fines, and refused to comply.

The City determined that it had exhausted its administrative effort and, on August 2, 2016, issued Mr. Walton a misdemeanor citation for the unabated violations. Throughout the criminal process Mr. Walton was defiant, and refused to comply. Several months into the proceedings, Mr. Walton retained counsel. The case was set for trial. Mr. Walton eventually agreed to comply, and eventually removed the temporary structures, miscellaneous items from public view, and eliminated the inoperable vehicles violations, all to the satisfaction of the City's staff. Mr. Walton pled "no contest" to three (3) of the City charges as infractions, and the City Attorney agreed to dismiss the remainder of the charges in exchange for his compliance. The Court imposed fees against Mr. Walton for the convictions.

After the criminal proceedings concluded, counsel for Mr. Walton contacted the City requesting that the fines associated with the administrative citations be waived. City staff denied the request, noting that Mr. Walton had failed to timely appeal the citations and that, in any case, the citations were warranted based on the existence of the cited violations.

Claim for Damages

As mentioned above, Mr. Walton submitted a Claim for Damages to the City on June 5, 2017. As set forth in the Claim for Damages form that Mr. Walton submitted to the City, Mr. Walton claims that the violations that the City cited him for did not apply to the Property (i.e., were not applicable to residential properties), that the City both selectively enforced its codes against him and discriminated against him based on race, and that the City failed to afford him due process by not providing him sufficient information to appeal those citations.

Mr. Walton seeks \$100,000 for general damages and an additional \$100,000 for punitive damages.

Timeliness of Tort Claims

For the type of damages that Mr. Walton claims, we believe the applicable limitations permit for filing a claim is one (1) year after the accrual of the cause of action. (Cal. Gov't Code § 911.2.) The City Council should therefore reject as untimely Mr. Walton's claims to the extent that the same arose on or before June 5, 2016 (i.e., one (1) year prior to Mr. Walton's submittal of his claim), including any claim based on City notices that preceded that date and the administrative citations issued on April 28, 2016 and May 19, 2016.

Merit of Claim

Mr. Walton's claim is deficient for yet another reason. Under the exhaustion doctrine, before Mr. Walton can bring a challenge to the City's administrative enforcement effort, he is required to first exhaust his administrative remedies. Under the circumstances, Mr. Walton was required to appeal his administrative citations within 10 days of those citations having been issued. (Duarte Municipal Code § 1.08.090.) Having failed to do so, Mr. Walton failed to exhaust his administrative remedies and he should be foreclosed under applicable law from now seeking damages under the California Tort Claims Act.¹

Moreover, Mr. Walton's claim also lacks merit because the citations were rightfully issued.

¹ The City Council should be made aware that Mr. Walton could bring a civil action against the City under the Federal Civil Rights Act. Federal claims, such as claims for selective enforcement, discrimination, and/or due process, are not subject to the claim requirements of the California Tort Claims Act.

Mr. Walton claims that the City discriminated against him based on race and that the City selectively enforced its regulations against him. In order to prove these allegations, Mr. Walton would shoulder the burden of demonstrating both (1) that the City deliberately singled him out for prosecution on the basis of some invidious criterion and (2) that the City would not have prosecuted him but for the City's discriminatory design. Mr. Walton did not provide any credible evidence during either the administrative or criminal proceedings to support these claims nor is the City aware of the existence of any such evidence. For this reason, his claim should be rejected.

Finally, Mr. Walton claims that the City committed due process violations against him by failing to provide him (1) the necessary information to challenge the fines and/or (2) the appeal procedures for appealing.

Duarte Municipal Code section 19.34.040, entitled "Canopy Structures," has two (2) subsections, including subsection "A" which applies to residential zones and subsection "B" that applies to all other zones. The City's notices to Mr. Walton identified 19.34.040, without reference to subsection, but did quote the operative language of subsection (A). Similarly, all four (4) citations cite Duarte Municipal Code section 19.34.040 as the violation, and specifically state that—absent the required permit—the City's regulation prohibits temporary structures more than two (2) consecutive days. This notation is consistent with section 19.34.040(a)(4) of the Duarte Municipal Code which prescribes that in residential zones "[t]emporary tents and canopies, of any size, may be erected in any location on a parcel or lot for a period of up to two consecutive days" and may not "be re-erected until a minimum 90-day period has elapsed" unless a Temporary Use Permit is secured. During both the administrative and criminal process, Mr. Walton took the position that his canopies were not "temporary" in nature, but permanent structures instead. The City disagrees with that position, mainly because Mr. Walton did not permanently affix the canopies to the ground (i.e., no foundation), nor did he secure the necessary building permits that would be required if those structures were in fact permanent.

Also, Mr. Walton's claim that the City failed to provide him the necessary information to appeal the citations lacks merit. The City's citation form states on the front side that if the recipient wishes to contest the citation, he/she should follow the procedures that are set forth on the back side of the citation. The City provided Mr. Walton copies (both front and back) of each of the four (4) administrative citations. Hence, the City provided Mr. Walton notice of his right to appeal and the procedure that he would need to follow to effectuate that appeal.

* * * * *

In short, the City Attorney's Office recommends that the City Council (1) reject Mr. Walton's claim as untimely for any claim that arose before to June 5, 2016, including any notices and administrative citations issued on or prior to June 5, 2016 and (2) reject Mr. Walton claim as a whole based on the fact (a) that he failed to exhaust his administrative remedies and, moreover, (b) the City did not selectively discriminate against him (based on race or otherwise) nor did the City commit any due process violation.

MEMORANDUM

TO: Mayor and Councilmembers
FROM: Darrell J. George, City Manager
DATE: June 22, 2017
SUBJECT: Conference Attendance – City Council Meeting of June 27, 2017

Regional Chamber of Commerce – San Gabriel Valley
New Faces of the San Gabriel Valley Luncheon
Friday, July 7, 2017 – 11:30 a.m.
Monrovia Doubletree Hilton Hotel
924 W. Huntington Drive, Monrovia
\$50 per person



Please join us for
**NEW FACES
OF THE
SAN GABRIEL
VALLEY
LUNCHEON**

with State Senator
Anthony Portantino and
Assemblywoman
Blanca Rubio



FRIDAY, JULY 7, 2017

11:30 a.m. | Registration / Networking Monrovia Doubletree Hilton Hotel
Noon | Lunch and Presentation 924 W. Huntington Drive
Cost | \$50 Per Person Monrovia, CA 91016

Event Sponsorships Available

Advance ticket purchases required no later than June 23. Table sponsorships also available.
To purchase or reserve tickets or to sponsor a table, please contact the Regional Chamber of
Commerce, San Gabriel Valley, at 626.810.8476 or info@regionalchambersgv.com

GOLD SPONSORS



SILVER SPONSORS



BRONZE SPONSORS



Mayors Youth Council
Interview Schedule
Tuesday, June 27, 2017

6:00 pm

Danielle Campos
Stephanie Delgadillo
Dalylah Sandoval

6:15 pm

Edith Gomez
Faith Peoples
Valerie Vazquez

6:30 pm

Yvette Rodriguez
Lexi Possehl
Sargis Bederian

6:45 pm

Nicole Ochoa
Samantha Martinez
Yesenia Chavez



MEMORANDUM

TO: Mayor and City Council
FROM: Craig Hensley, Community Development Director 
DATE: June 27, 2017
SUBJECT: Exclusive Negotiating Agreement with Arbor Capital Group, Inc. for the Properties at 1303-1305 Huntington Drive

Staff recommends that the City Council authorize the City Manager to sign an Exclusive Negotiating Agreement (ENA) with Arbor Capital Group, Inc. to provide a period of time for the parties to negotiate the development of the City owned properties at 1303-1305 Huntington Drive, the former Sparr Liquor store and the property to the east.

The City recently purchased the Sparr Liquor property and desires a commercial development on the corner that will help to continue the improvements to this portion of the city. Any development on this site will meet the intent of the Town Center Specific Plan which includes a corner plaza and commercial buildings that have a pedestrian focus.

The proposed negotiating period will be 90 days, with the possibility to increase the period to 180 days if positive progress is occurring. The ENA would provide the developer assurance that the City would not negotiate with other developers and would also require the developer to: develop a concept site plan and elevations that includes a parking plan for the adjacent shopping center; partner with the City in discussions with property owners in the adjacent shopping center to encourage property improvements including parking lot, landscape, façade and sign improvements; and market the property to restaurant, retail and service uses with a focus on restaurants. The developer will also need to provide proof of financial ability to develop the property and provide the city a draft pro forma in this negotiation period.

The City has experience with this developer. Arbor Capital Group developer the Starbucks/Verizon project on the northwest corner of this intersection. Staff feels that the developer has good retail contacts and also has the ability to be a good partner in approaching owners of the adjacent shopping center to assist with and encourage aesthetic upgrades. The goal is to provide plans for an improved parking lot for the entire center that would provide: shared parking, better circulation, upgraded landscape and lighting, a comprehensive sign package and a mechanism for better property maintenance. A related goal would be to encourage property owners of the adjacent

center to undertake a substantial façade enhancement to compliment the parking lot upgrades. While it may be a cliché, the development plan for this area could truly be a win-win for all parties involved.

The City has already provided significant assistance in the development process by acquiring the liquor store property and demolishing the building. Working with Arbor Capital Group is the next step in moving this project forward.

EXCLUSIVE NEGOTIATION AGREEMENT

(Approximately 29,820 Square Feet of Land Area Located at 1303-1305 Huntington Drive)

THIS EXCLUSIVE NEGOTIATION AGREEMENT ("Agreement" or "ENA") is entered into this _____ of _____, 2017 ("Effective Date"), between the **CITY OF DUARTE**, a public body, corporate and politic ("City"), and **ARBOR CAPITAL GROUP, INC.**, a California corporation ("Developer") (hereinafter sometimes referred to collectively as the "Parties" or individually as a "Party").

1. NEGOTIATIONS

City is the owner of two certain unimproved parcels of real property in the City of Duarte, County of Los Angeles, State of California, consisting of approximately 29,820 square feet of land area located at the northeast corner of Huntington Drive and Buena Vista Street, and addressed as 1303-1305 Huntington Drive, Duarte, California (the "Property"). Pursuant to the terms of this Agreement, City and Developer shall negotiate in good faith, for the period stated in Section 2 below, the terms of a Disposition and Development Agreement or other form of agreement or agreements ("DDA") to be entered into between City and Developer concerning Developer's purchase and development of the Property. City agrees, for the period stated in Section 2 below, not to negotiate with any other person or entity regarding the sale or development of the Property without the prior written consent of Developer. Nothing in this Agreement shall be deemed a covenant, promise, or commitment by City, or any City or department of the City, with respect to the Developer's acquisition of the Property or the approval of development thereon. City's acceptance of this Agreement is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by City as to any actions required of it.

2. NEGOTIATION PERIOD

City and Developer agree to negotiate for a period of ninety (90) calendar days from the Effective Date of this Agreement on the terms of a DDA (the "Negotiation Period"); provided however that City may, in its sole discretion, extend the exclusive negotiation period one or more times for up to a cumulative total of ninety (90) calendar days at the option of the Community Development Director by delivery of written notice to Developer. In no event shall the period comprised of the Negotiation Period and any extension(s) provided herein (the "Total Negotiation Period") exceed one hundred eighty (180) calendar days from the Effective Date of this Agreement. If, upon the expiration of the Negotiation Period or any extension thereof as provided in this Section 2, City and Developer have not each approved and executed a DDA, then this Agreement shall automatically terminate and Developer shall have no further rights regarding the subject matter of this Agreement or the Property, and City shall be free to negotiate with any other persons or entities with regard to the Property.

3. OBLIGATIONS OF DEVELOPER

A. Evidence of Financing

Within thirty (30) days after the Effective Date of this Agreement, Developer shall provide the City with reasonably satisfactory evidence that financing will be available for acquisition and development of the Property.

B. Developer's Findings, Coordination and Reports to City

Developer shall, at the request of City, make periodic oral progress reports on all matters and all studies being made related to Developer's marketing of the property, acquisition and development of the Property and other matters under negotiation to the extent that they do not include confidential matters. Developer shall coordinate with City Staff in marketing of the property to prospective tenants, shall include Staff in marketing process, shall develop a contact list of all prospective tenants contacted with contact outcome and shall make every effort to contact tenants that the City recommends. Developer shall participate in workshops, meetings, or presentations concerning the Property as reasonably required by the City.

C. Developer Submissions and City Approval

Within forty-five (45) days after the Effective Date of this Agreement, Developer shall submit to the City the following items related to the leasing of commercial units on the Property to quick service restaurants/food uses:

(i) a conceptual site plan showing the number of commercial units proposed, the proposed square footage of each unit, points of pedestrian and vehicular ingress and egress from the site, and the number and location of parking spaces. The Developer also shall include in the site plan a parking plan for the adjacent shopping center and agrees to partner with the City in discussions with property owners in the adjacent shopping center to encourage property improvements including parking lot, landscape, façade and sign improvements; and

(ii) conceptual elevations showing proposed building(s) ("Developer Submissions"). For items i and ii, the Developer shall coordinate with Staff in all aspects of project design and shall develop plans that meet the intent of the Town Center Specific Plan.

Within ninety (90) days after the Effective Date of this Agreement, Developer shall submit to the City the following items related to the leasing of commercial units on the Property to food, retail and service uses:

(iii) written tenant commitments or letters of intent from identified users, which users are acceptable to the Community Development Director in his sole discretion. The Developer shall focus the tenant recruitment on restaurants that provide all day service including breakfast, lunch and dinner, although City may agree to other quick serve food tenants. Secondary tenants may be retail/service uses; and

(iv) preliminary pro-forma for the purpose of review and analysis by City's real estate consultant.

The Developer Submissions and all elements thereto shall be subject to review and approval by the Community Development Director. If requested by the City, Developer shall furnish such additional information to City as may be required by City to perform an environmental review pursuant to the California Environmental Quality Act ("CEQA"). All fees and expenses for engineers, architects, financial consultants, legal, planning or other consultants retained by Developer to perform Developer's obligations set forth in this Agreement shall be the sole responsibility of the Developer. The City shall not be obligated to pay or reimburse any such fees and expenses incurred by Developer whether or not this Agreement is eventually terminated or extended, or if a DDA is entered into between City and Developer in the future.

D. Good Faith Deposit

Concurrent with the execution of this Agreement, Developer shall pay to City a good faith deposit in the amount of Ten Thousand Dollars (\$10,000.00) (the "Good Faith Deposit"). The City shall use the Good Faith Deposit to defray third-party costs relating to the negotiations, including but not limited to: (i) legal costs incurred to prepare this Agreement and negotiate and prepare the DDA; (ii) any consultant fees incurred, including but not limited to, to analyze Developer's pro forma and to obtain any appraisal of the Property; and (iii) architectural design costs for an City-hired architect to develop a design concept for the property (hereinafter, collectively the "Incurred Costs"); provided, however, that with respect to the foregoing clause (iii), if the Developer for any reason other than a default of Developer (as defined in Section 4) does not complete a project on the Property, the cost of the architectural design assistance shall be reimbursed to Developer by the City. City may deduct from the Good Faith Deposit any Incurred Costs during the Total Negotiation Period, provided that the City shall submit to Developer an itemized accounting for such Incurred Costs. Subject to the paragraph below, City shall either return the balance of the Good Faith Deposit not used during the Total Negotiation Period if no DDA is approved, or shall apply said balance towards any deposit required under the DDA if a DDA is approved. City shall have obligation to place the Good Faith Deposit in an interest-bearing account or to earn or obtain interest on the Good Faith Deposit. Any interest earned or obtained on the Good Faith Deposit shall be owned by City to defray City's costs in maintaining the account.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IF THIS AGREEMENT IS TERMINATED BY CITY DUE TO A MATERIAL DEFAULT BY DEVELOPER OF THIS AGREEMENT AS DEFINED IN SECTION 4, AN AMOUNT EQUAL TO THE GOOD FAITH DEPOSIT OF TEN THOUSAND DOLLARS (\$10,000.00) LESS THE AMOUNT, IF ANY, DEDUCTED BY CITY TO PAY FOR INCURRED COSTS, SHALL BE RETAINED BY CITY AS LIQUIDATED DAMAGES. CITY AND DEVELOPER AGREE THAT THIS SUM IS A REASONABLE APPROXIMATION OF THE ACTUAL DAMAGES THAT WOULD BE SUFFERED BY CITY IN THE EVENT OF A BREACH HEREUNDER BY DEVELOPER, AND THE PROOF OF ACTUAL DAMAGES COULD BE EXTREMELY

DIFFICULT OR IMPRACTICAL TO DETERMINE. IN PLACING ITS INITIALS IN THE SPACE PROVIDED BELOW EACH PARTY CONFIRMS THE ACCURACY OF THESE STATEMENTS AND THE FACT THAT EACH PARTY HAS BEEN REPRESENTED BY COUNSEL WHO EXPLAINED THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION AT THE TIME EACH EXECUTED THIS AGREEMENT.

City's Initials: _____ Developer's Initials: _____

E. Purchase Price

The Developer and City shall negotiate a proposed purchase price to be in the DDA. Said purchase price for the Property shall be justified by an appraisal completed within the Total Negotiation Period. The Developer and City further agree that both parties will work with the owner of the adjacent shopping center in an effort to include full parking lot redesign and reconstruction as part of the project. Costs associated with this work shall be considered in the final purchase price of the subject property.

F. Restrictions Against Change In Ownership Management And Control of Developer and Assignment of Agreement

The qualifications and identity of the Developer and its principals are of particular concern to the City. It is because of these qualifications and identity that the City has entered into this Agreement with the Developer. During the Total Negotiation Period, no voluntary or involuntary successor-in-interest of the Developer shall acquire any rights or powers under this Agreement. The Developer shall not assign all or any part of this Agreement or any rights in or under this Agreement, without the prior written approval of the City, which approval may be given or withheld in the City's sole discretion. Upon any assignment or transfer in interest, whether voluntary or involuntary, by Developer that has not been approved by the City prior to the time of such assignment or transfer shall be deemed a default of this Agreement by Developer which shall entitle City to terminate this Agreement, without liability to City, by sending written notice of termination to the Developer, referencing this Subsection F of Section 3.

The Developer shall notify the City in writing of any and all changes whatsoever in the identity of the business entities or individuals in control of the Developer, of which information the Developer or any of its members, partners or officers are notified or may otherwise have knowledge or information. Failure of Developer to so notify the City in writing within five (5) business days of such changes or obtaining such knowledge shall constitute a default by Developer of this Agreement and the City may terminate this Agreement, without liability, by sending written notice of termination to the Developer, referencing this Subsection F of Section 3.

G. Acknowledgments and Reservations

The City and the Developer agree that, if this Agreement expires or is terminated for any reason, or a future DDA is not executed by both the City and the Developer for any reason, neither the City nor the Developer shall be under any further obligation to each other regarding the disposition of the Property or the development thereof; provided, however, that the liquidated damages provision of Section 3.D shall apply in the event of a termination due to a default by the Developer.

The Developer acknowledges and agrees that no provision of this Agreement shall be deemed to be an offer or proposal by the City to the Developer, nor an acceptance by the City of any offer or proposal from the Developer, for the City conveyance of any interest in the Property to the Developer or for the City to provide any financial or other assistance to the Developer for redevelopment of the Property.

Developer acknowledges and agrees that neither the Developer nor any affiliate of the Developer has acquired, nor will acquire, by virtue of the terms of this Agreement, any legal or equitable interest in real or personal property from City.

H. Developer Financial Disclosures

The City reserves the right to obtain further information, data and commitments to ascertain the ability and capacity of the Developer to develop the Property. Developer acknowledges that it may be requested to make certain confidential financial disclosures to City, its staff or legal counsel, as part of the financial due diligence investigations of the City relating to the potential disposition of the Property and its development. The City and Developer recognize that such financial disclosures may contain sensitive information relating to other business transactions of the Developer, that the disclosure of such information to third parties could impose commercially unreasonable and/or anti-competitive burdens on the Developer and, correspondingly, diminish the value or fiscal benefit that may accrue to the City upon the disposition of the Property and redevelopment thereof by the Developer, if a future DDA is entered into between the City and the Developer. Accordingly, the City agrees to maintain the confidentiality of any business records of the Developer disclosed to City, except as required to be disclosed pursuant to a court order. The City shall not provide a copy of any business record protected from disclosure under California Government Code Section 6254.15 to a third party, unless the Developer first consents to such disclosure in writing or a court compels disclosure. The defense of any action seeking disclosure of protected business records shall be at Developer's expense and handled, at Developer's option, either by (i) the City General Counsel, or (ii) legal counsel hired by Developer approved by the City General Counsel, which approval shall not be unreasonably withheld.

I. Nondiscrimination

Developer, in undertaking its obligations under this Agreement, shall not discriminate against or segregate any person, or group of persons on account of any basis listed

in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code.

J. Press Releases

Developer agrees to obtain the approval of City prior to publication of any press releases Developer may propose relating to the disposition or development of the Property.

K. Challenges to ENA

Developer shall indemnify, defend, and hold City and City harmless from and against any claims, actions, or lawsuits including but not limited to any judgments and attorney's fees, challenging the validity or effectiveness of this ENA brought by any third party ("ENA Lawsuit"). Should City or City be named as a defendant in any such ENA Lawsuit, Developer shall, at its cost, defend such ENA Lawsuit (whether or not Developer is named as the Real Party in Interest) with counsel being either the City General Counsel at the rate of \$325 per hour, or other counsel approved by the City General Counsel, which approval shall not be unreasonably withheld. City shall promptly notify Developer of the receipt of any such ENA Lawsuit and shall cooperate with Developer, at Developer's cost, in the defense of any such ENA Lawsuit. Notwithstanding the foregoing, should Developer, after reviewing the ENA Lawsuit, determine in its sole discretion not to defend such ENA Lawsuit, Developer shall terminate this ENA by written notice to the City and in such event Developer shall take such steps as necessary, at its cost, to conclude the ENA Lawsuit through settlement, stipulated judgment, or otherwise and Developer shall remain responsible for the payment of any judgment, costs, and/or attorney's fees assessed against City or City associated with such ENA Lawsuit or the conclusion and termination thereof. This Subsection K of Section 3 shall survive the termination of the ENA.

4. REMEDIES

A. Default and Breach

Failure or delay by either Party to perform any material term or provision of this Agreement shall constitute a "default" under this Agreement. If the Party who is claimed to be in default by the other Party commences to cure, correct or remedy the default within five (5) calendar days after receipt of written notice specifying such default and diligently completes such cure, correction or remedy within fifteen (15) calendar days after the expiration of the five (5) day period (for a total of twenty (20) calendar days to cure the default), such Party shall not be in default under this Agreement. In no event shall any time to cure, correct or remedy a default extend the Total Negotiation Period beyond the time allowed in Section 2 of this Agreement.

The Party claiming that a default has occurred shall give written notice of default to the Party claimed to be in default, specifying the alleged default. Delay in giving such notice

shall not constitute a waiver of any default nor shall it change the time of default. However, the injured Party shall have no right to exercise any remedy for a default under this Agreement, without first delivering written notice of the default.

Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

If a Party in default fails either (i) to commence to cure, correct or remedy the default within five (5) calendar days following written notice of such default, or (ii) to complete such cure, correction or remedy within fifteen (15) calendar days after the expiration of the five (5) day period (for a total of twenty (20) calendar days to cure the default), a "breach" of this Agreement by the defaulting Party shall be deemed to have occurred. In no event shall the City's or City's disapproval or conditional approval of any Developer Submissions, the DDA, any CEQA review, or any other matters that require the City's or City's discretionary approval pursuant to this Agreement or applicable law constitute a default or breach under this Agreement by the City.

B. Remedies for Breach and Release of Claims

In the event of a breach of this Agreement, the Party who is not in breach shall have the right to terminate this Agreement by serving written notice of termination on the other Party. Except as provided in Subsection D of Section 3 of this Agreement (concerning liquidated damages), the City and the Developer each acknowledge and agree that their respective sole and exclusive remedy upon the breach of this Agreement by the other is to terminate this Agreement, without cost, expense or liability to either Party.

Each Party acknowledges that it is aware of the meaning and legal effect of California Civil Code section 1542, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him would have materially affected his settlement with the debtor."

California Civil Code section 1542 notwithstanding, it is the intention of both the City and the Developer to be bound by the limitation on damages and remedies set forth in this Subsection B of Section 4, and the City and the Developer hereby release any and all claims against each other for monetary damages or other legal or equitable relief related to any breach of this Agreement (except as provided in Subsection D of Section 3 of this Agreement),

whether or not any such released claims were known or unknown to either the City or the Developer as of the Effective Date of this Agreement. The City and the Developer each waive the benefits of California Civil Code section 1542 and all other statutes and judicial decisions (whether state or federal) of similar effect with regard to the limitations on damages and remedies and waivers of any such damages and remedies contained in this Subsection B of Section 4.

C. Surviving Clause

This Section 4 shall survive the expiration of the Total Negotiation Period and any termination of this Agreement for whatever reason.

5. INDEMNIFICATION AND INSURANCE

A. Indemnification

Developer shall defend, indemnify and hold harmless the City and the City of Duarte, and their respective officers, officials, members, employees, agents, representatives, and volunteers, from and against all damages and liability caused by the negligent actions or willful misconduct of Developer or its principals, directors, managers, shareholders, employees, agents, or representatives with respect to Developer's acts in connection with this Agreement. Developer shall not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the City of Duarte or any of their respective officers, officials, members, employees, agents, representatives, or volunteers acting in an official capacity.

B. Insurance

Without limiting Developer's indemnification obligations as set forth in this Agreement, Developer shall procure and maintain, at its sole cost and expense the following policies of insurance:

a. Commercial General Liability insurance written on a per occurrence basis in an amount not less than \$1,000,000 per occurrence. And a total of \$2,000,000 general aggregate for bodily injury, personal injury and property damage without limitation blanket contractual liability.

b. Business Auto Coverage written on a per accident basis in an amount not less than \$1,000,000 per accident. If Developer or Developer's employees use personal autos in connection with the performance of work under this Agreement, Developer shall provide evidence of personal auto liability coverage for each such person.

c. If applicable, Worker's Compensation insurance providing statutory benefits as required by California law.

All of the insurance policies required hereunder, except the worker's compensation insurance, shall comply with the following requirements:

(i) All insurance shall be written by insurers that are admitted and licensed to do business in the State of California and with A.M. Bests rating of B++ or better and a minimum financial size VII.

(ii) The policies shall be endorsed to name the City and the City of Duarte and their respective officers, officials, members, employees, agents, and volunteers as additional insureds.

(iii) All of Developer's insurance: (a) shall contain no special limitations on the scope of protection afforded to the additional insureds; (b) shall be primary insurance and any insurance or self-insurance maintained by the additional insureds or any of them shall be in excess of Developer's insurance and shall not contribute with it.

(iv) The policies shall be "occurrence" rather than "claims made" insurance.

(v) The policies shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(vi) The policies shall prohibit Developer from waiving the right of subrogation prior to a loss.

(vii) The policies shall not contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.

(viii) The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving Developer not less than thirty (30) days advance written notice of such change.

Developer, not later than two (2) business days following the Effective Date, shall provide the City with Certificates of Insurance evidencing the above insurance coverages and said Certificates of Insurance are reasonably approved by the City. Certificates are to reflect that the insurer shall provide 30 days written notice to City of any cancellation of coverage. In the event any of said policies of insurance are reduced in limits or cancelled for any reason, Developer shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Section 5. Developer shall not undertake any acts under this Agreement until Developer has provided the City with the required Certificate of Insurance and the City has approved same.

The provisions of any workers' compensation or similar act shall not limit the obligations of Developer under this Agreement. Developer expressly agrees not to use any statutory immunity defenses under such laws with respect to City or the City of Duarte, or its

officers, officials, members, employees, agents, representatives, or volunteers acting in an official capacity.

Developer agrees to provide immediate notice to City of any claim or loss against Developer arising out of any acts or omissions of Developer under this Agreement. City assumes no obligation or liability by such notice, but has the right to monitor the handling of any such claim or claims if they are likely to involve the City of Duarte, or any officer, official, member, employee, agent, representative, or volunteer acting in an official capacity.

6. MISCELLANEOUS

A. Compliance With Law

Developer acknowledges that any future DDA, if approved by City, will require Developer (among other things) to carry out the development of the Property in conformity with all applicable laws, including all applicable building, planning and zoning laws, environmental laws, safety laws, and, if applicable, federal and state labor and wage laws including, but not limited to, any prevailing wage requirements pursuant to California Labor Code section 1720 *et seq.*

B. City Reservation Of Discretion And Required Approvals

No DDA between City and Developer shall have any force or effect nor shall City be deemed to be a Party to any agreement for the acquisition of or disposition of real or personal property, the provision of financial assistance to Developer or development of the Project on the Property or elsewhere, until the terms and conditions of a future DDA are considered and approved by the governing body of City, in the City governing body's sole and absolute discretion, following the conclusion of a duly noticed public hearing, as required by law. The Developer expressly acknowledges and agrees that the City will not be bound by any statement, promise or representation made by City staff during the course of negotiations of a DDA and that the City shall only be legally bound upon the approval of a DDA by the City governing body, in the City governing body's sole and absolute discretion, following a duly noticed public hearing, as required by law.

C. No Third-Party Beneficiaries

None of the terms or provisions of this Agreement are intended to benefit any person or entity other than the City or the Developer. No affiliate of the Developer has any rights pursuant to this Agreement.

D. Governing Law

The City and the Developer acknowledge and agree that this Agreement was negotiated and entered into in the City of Duarte, California. The City and the Developer agree that this Agreement shall be governed by, interpreted under, and construed and enforced in

accordance with the internal laws of the State of California, without application of conflicts of law principles.

E. Partial Invalidity

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

F. Waivers

No waiver of any breach of any covenant or provision contained in this Agreement shall be deemed a waiver of any preceding or succeeding breach or such provision, or of any other covenant or provision contained in this Agreement. No extension of the time for performance of any obligation or act or any waiver of any provision of this Agreement shall be enforceable against the City or the Developer, unless made in writing and executed by both the City and the Developer.

G. Construction

Headings at the beginning of each section and subsection of this Agreement are solely for the convenience of reference of the City and the Developer and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one or the other of the City or the Developer, but rather as if both the City and the Developer prepared this Agreement. Unless otherwise indicated, all references to sections are to this Agreement. If any exhibits are referred to in this Agreement, such exhibits are either attached to this Agreement or incorporated into this Agreement by reference. If the date on which the City or the Developer is required to take any action pursuant to the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

H. Entire Agreement.

This Agreement sets forth the entire agreement between the Parties with respect to the subject matter set forth herein and supersedes all prior discussions and negotiations between the Parties with respect thereto. No amendment to this Agreement shall be effective unless set forth in a writing signed by an authorized signatory of each Party.

I. Notices.

All notices under this Agreement shall be delivered by personal delivery, by a reputable same-day or overnight courier service, or by mailing in the U.S. mail by prepaid

certified mail, or by facsimile transmission provided the sender receives written confirmation of receipt of the transmission and delivers the original of such transmission to the other Party within one (1) business day thereafter by one of the other means described herein. Notices shall be directed to the respective Parties as follows:

If to City: City of Duarte
Attn: Craig Hensley, Community Development Director
1600 Huntington Drive
Duarte, CA 91010
Telecopier: (626) 358-0018
chensley@accessduarte.com

With copy to: Rutan & Tucker, LLP
Attn: David Cosgrove
611 Anton Blvd., Suite 1400
Costa Mesa, CA 92626
Telecopier: (714) 546-9035
dcosgrove@rutan.com

If to Developer: Arbor Capital Group, Inc.
Attn: Tristan Harris
4040 MacArthur Blvd. Suite 250
Newport Beach, CA 92660
(949) 230-1496
tharris@arborcapitalgroup.com

A Party may change the address for delivery of notices to it as such Party may from time to time designate in writing to the other Party by a written notice conforming to the requirements of this section. Notices delivered by personal delivery, or same-day or overnight courier service, or facsimile transmission, shall be effective upon receipt (provided that any faxed notices received after 5:00 p.m. on a business day shall not be deemed received until 8:30 a.m. the next business day. Notices delivered by mail shall be effective as of Noon on the third business day following deposit with the United States Postal Service.

J. Calendar Days and Business Days

As used herein, the term "days" shall mean calendar days unless the term "business days" is used. As used herein, a "business day" shall mean a day that Duarte City Hall is open for regular business to the public. Developer acknowledges that Duarte City Hall is closed on Fridays and for holidays designated by the State of California or by ordinance or resolution of the City Council of the City of Duarte.

K. Time of the Essence

Time is of the essence in this Agreement and of each and every term and provision hereof, it being understood that the Parties hereto have specifically negotiated the dates or time limits for the completion of each obligation herein.

L. Nonliability of City Officials, Officers, and Employees

No officer, official, member, employee, agent, representative, or volunteer of the City or of the City of Duarte shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the City of this Agreement, or for any amount which may become due to Developer or to any successor under this Agreement, or for breach of any obligation of the terms of this Agreement.

M. Counterparts

This Agreement may be executed in any number of duplicate originals, all of which shall be of equal legal force and effect upon all of the Parties hereto signing this Agreement.

N. Effective Date

The Effective Date of this Agreement shall be the latest of the dates set next to the signature of the Parties hereto, which latest date shall be inserted into the preamble of this Agreement.

[end – signature page follows]

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

"DEVELOPER"

Arbor Capital Group, Inc.

Date: _____

By: _____
Tristan Harris

"CITY"

CITY OF DUARTE

Date: _____

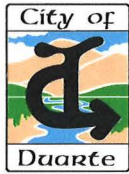
By: _____
Darrell J. George, City Manager

ATTEST:

Marla Akana, City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

David Cosgrove



MEMORANDUM

To: Mayor and City Council

From: Craig Hensley, Community Development Director 

Date: June 27, 2017

Subject: Approval of Contract for the Construction City Entry Signs, City Boundary Signs and Median Street Identifications Signs

RECOMMENDATION

Staff recommends that the City Council enter into a construction contract with TFN Architectural Signage for construction of city entry signs, city boundary signs and median street identifications signs. The Council has the following options:

1. Three City entry monument signs; 13 median street name ID signs; Eight city boundary signs; and related preparation demolition for \$220,121,20.
2. Remove the 13 median street name ID signs and construct: Three City entry monument signs; Eight city boundary signs; and related preparation demolition for \$107,901.82. For this option the Council should decide if the existing median street ID signs should be removed.

BACKGROUND

On January 12, 2016, the City Council approved the conceptual design for City Entry signs as part of the design process for citywide wayfinding signs. Later that year, the FY2016-17 budget was approved that provided a \$165,000 budget for the entry sign project. The sign design was developed by Hunt Design who will be in attendance at the meeting to provide a presentation.

The request for proposal bidding process was used for this project which is outlined in Chapter 2.36.070 of the Duarte Municipal Code.

The project consists of:

- Three City entry monument signs. Huntington Drive east, Huntington Drive west and Duarte Road west. The Huntington Drive signs have existing electrical and will be lighted (external ground plus halo outline on the "D."). The Duarte Road sign is located where there is not available electric. An alternate bid for remote solar power is included (\$7,851.25).
- Eight City boundary signs. These signs will replace the signs at all city entries

to replace existing signs.

- Thirteen median street identification signs. These are the signs that pre-view upcoming streets. Some of the current signs are illuminated. The proposed signs will not be eliminated and have been bid separately in the event that the Council would like to eliminate these signs. The signs do provide information and are tied into the design of other citywide signs but in the era of more prevalent internet based mapping, the need for these signs may not be as great as they were when the current signs were installed. Staff is requesting that the Council provide direction on whether these new signs should be kept in the contract because they account for over half of the project cost. Staff also needs direction as to if the existing signs should remain in place.

The contract also provides for the removal of all current signs and foundations as well as removal of the unlighted flags at the east and west city entrances.

There were two proposal bids submitted:

TFN Architectural Signage	\$220,269.95
Sign Excellence	\$292,812.00

If the Council chooses to remove the 13 median street ID signs, TFN would still be the low bidder at \$107,901.82; Sign Excellence would be at \$204,828.00.

One thing that is not a part of this contract, but is part of work that will be competed separately is landscaping around the new signs. Since these are located in median areas, low water, drought tolerant planting will be necessary. As with other projects completed in the city, the drought tolerant landscape will be colorful and designed to enhance the area. This will require the removal of the existing high water plants around the signs which will comply with encouragements from CalAm water.



MEMORANDUM

TO: Mayor and City Council
FROM: Craig Hensley, Community Development Director 
DATE: June 27, 2017
SUBJECT: Presentation of Concept Design for Street Name Signs

The City hired Hunt Design to develop a sign design plan for various signs in 2016. The first phase was the wayfinding signs that were associated with the ATP project. Phase two was the City entry signs. The final phase is design for street name signs throughout the community.

Existing street name signs have been in place for several years. Replacement of the current signs is necessary because, over time, they have become faded. Replacement of the signs with similar signs is not recommended, since State and Federal guidelines for signs have changed and the current sign size, letter size and font are not in compliance.

The California Manual on Uniform Traffic Control Devices (CA MUTCD) is the standard for all official traffic control devices in California. It is based on and is in substantial compliance with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD). As Hunt Design has gone through the design process, these requirements have been kept in mind. The requirements will result in slightly larger signs, a font that is more readable.

The purpose of the presentation at the meeting is for the Hunt Design team to present a concept street name sign design to City Council for approval. When a concept is approved, the consultant will move forward with development of a bid package that will include sign details, specifications and exact quantities. That bid development phase will also include a cost estimate and an implementation plan (single or multiple phase installation). New sign installation will also include new, power coated poles. Adding new poles to the signs will create an easier installation process and the powder coat painting process will provide much more color longevity for the poles.

If Council approves the sign concept, a final design and bid package would be completed this Fall.