# MEMORANDUM

**TO:** City Council

**FROM:** City Manager

**DATE:** June 18, 2015

**SUBJECT:** Comments on Agenda Items, Meeting of June 23, 2015

**ITEM 6.A.** The Public Safety Director will provide an update to the City Council on the past month's public safety matters, along with any current issues in the community.

**ITEM 6.B.** Staff will provide an update on those matters associated with the dissolution of redevelopment.

**ITEM 10.D (Consent Calendar).** This is a resolution to consider supporting the Duarte Route 66 Parade and agreeing to accept the liability and maintenance for the detoured traffic from the Mt. Olive off-ramp.

**ITEM 10.E (Consent Calendar).** The 2015/16 Services Agreement and Lease Agreement with the Duarte Chamber of Commerce are to be considered by the City Council. The Services Agreement is in the amount of $45,050, which is $5,000 more than last year's agreement. The Building Lease Agreement is in the amount of $150 per month. The Chamber will continue to focus on business retention and expansion, job development, and increasing overall Chamber membership.

**ITEM 10.F (Consent Calendar).** This item recommends approval of Amendment No. 5 to the Services Agreement between the City and Levon Yotnakhparian for City Council meeting cablecasting. Under this Agreement, the City would maintain both a cable presence and a live streaming/on-demand option for City Council meeting viewing via the City's website. Thus, it is necessary for the City to maintain a professional services agreement for the filming and cablecasting of City Council meetings. The amendment provides for those services through fiscal year 2015/16.

**ITEM 10.G (Consent Calendar).** This is a resolution to consider establishing a salary schedule for unrepresented regular employees. The unrepresented employees are bound by the policies established by the City's Personnel Rules & Regulations and the compensation resolution, which is typically adopted by the Council on an annual basis. The compensation resolution serves to establish compensation, benefits, and any procedures, rights, or protections that are of particular interest and/or not already a part of the existing Personnel Rules & Regulations. Please note that the MOU terms do not impact, or apply to, unrepresented employees and, as such, another resolution must be approved in order for changes to occur. As a result, the City Council is given the opportunity to consider compensation for unrepresented regular positions on an annual basis.

**ITEM 10.H (Consent Calendar).** This item is an agreement for cost sharing for the installation of monitoring equipment and monitoring pursuant to the Harbor Toxic Pollutants TMDL. The U.S. Environmental Protection Agency and the California Regional Water Quality Control Board, L.A. Region, established Total Maximum Daily Loads (TMDL) for toxic pollutants with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters. The proposed action to be taken by City Council will approve an agreement between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) and the City of Duarte to share costs and responsibilities of complying with the TMDL with other cities in the region. The estimated share costs for the City of Duarte are $3,123 for the first year, and $1,703 for subsequent years.

**ITEM 12.A**. This is to authorize the City Manager to submit the Enhanced Watershed Management Program (EWMP) Plan to the California Regional Water Quality Control Board, in accordance with the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit (MS4 Permit). In February 2013, the cities of Arcadia, Azusa, Bradbury, Duarte, Monrovia, and Sierra Madre, the County of Los Angeles, and Los Angeles County Flood Control District formed the Rio Hondo/San Gabriel River Water Quality Group (RH/SGRWQG) to pursue the collaborative development of an EWMP for the upper reaches of the Rio Hondo and San Gabriel River. By collaborating, the RH/SGRWQG will reduce overall costs and have a more comprehensive response to the MS4 Permit.

It is estimated that the total cost of implementation of the EWMP is approximately $1.4 billion dollars over the next two decades, of which Duarte's share would be in excess of $176 million. Like many agencies in the RH/SGRWQG and throughout Los Angeles County, the City of Duarte is faced with a monumental obstacle in funding for these projects in which the City has no funding source. Implementation of the EWMP projects may be delayed while funding alternatives are pursued in partnership with the agencies within the watershed to seek potential State and Federal grants and other funding sources.

**ITEM 12.B.** The League of California Cities Annual Conference will be held September 30-October 2, 2015, in San Jose. This item will designate a voting delegate and an alternate. In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate. You may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

**ITEM 12.C.** The fiscal year 2015/16 budget will be presented to the City Council, for your consideration and approval. This document addresses the financial activities of the City and the Housing Authority. The Council and Authority discussed the budget and certain changes at a workshop held on April 29, 2015. Total revenues and other resources received by the City and Housing Authority during fiscal year 2015/16 are estimated to be $21.5 million. This amount represents an overall increase of $3 million, or 17%, as compared to the 2014/15 amended budget.

In total, expenditures and other uses for fiscal year 2015/16 are budgeted to be $20 million. This represents an increase of $2.3 million as compared to the 2014/15 budget. It is projected that the General Fund will end the fiscal year with a reserve of $6.7 million, or 42% of the General Fund budget.

Respectfully submitted,

Darrell J. George
City Manager

# 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 9, 2015

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| CALL TO ORDER | The City Council/City Council as Successor Agency to Dissolved Redevelopment Agency/Housing Authority/Community Facilities Financing Authority of the City of Duarte met in a regular meeting in the Council Chambers, 1600 Huntington Drive, Duarte, California. Mayor Paras-Caracci called the meeting to order at 5:17 p.m. |
| RECORDATION OF ATTENDANCE | The following were in attendance:<br>PRESENT: Fasana, Finlay, Reilly (arrived during Closed Session), Paras-Caracci<br>ABSENT: Kang<br>ADMINISTRATIVE STAFF PRESENT: City Manager George, City Attorney Melching |
| ADOPTION OF AGENDA | Finlay moved, Fasana seconded to adopt the Agenda, as amended to also adjourn in memory of John Nicoloro and Richard Huske, and carried with Reilly not present and Kang absent. |
| CLOSED SESSION<br>Conference with Legal Counsel<br>Anticipated Litigation | There was no public input. Melching announced the Closed Session was pursuant to Government Code §54956.9 (d)(4); Anticipated litigation; Number of potential cases: One. The Closed Session concluded at 6:05 p.m. City Council reconvened at 6:10 p.m., with four members present, and Kang absent. |
| INTERVIEWS – Mayor's Youth Council | Interviews were conducted for the Mayor's Youth Council. |
| RECEPTION – CERT graduates | A reception was held in recognition of the CERT graduates and instructors. City Council reconvened at 7:03 p.m., with four members present, and Kang absent. |
| PLEDGE TO THE FLAG | Lorelei Near 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. |
| PUBLIC REPORT OF CLOSED SESSION | Melching reported that during the Closed Session, the City Council voted unanimously, with Councilmember Kang absent, to initiate litigation against the State Water Resources Control Board, with regard to a proposed rulemaking. |
| SPECIAL ITEMS<br>Recognition – CERT Instructors | Mayor Paras-Caracci presented Certificates of Appreciation to Community Emergency Response Team (CERT) Basic Training Instructors Fire Captain Craig Monical, Firefighter Specialist Carlos Arellanes, Firefighter/Paramedic Gabe Diaz, and Community Services Representative Alicia Mejia, and thanked them for the 21-hour training that was administered to 66 graduates. |

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| Recognition – Sgt. Tony Haynes/ Engineer Juan Palomino | Mayor Paras-Caracci presented Certificates to Sgt. Tony Haynes and Engineer Juan Palomino for receiving service awards from U.S. Congressmember Grace Napolitano at the Congressional Prayer Breakfast. |
| Recognition – Outgoing Mayor's Youth Council | Mayor Paras-Caracci presented Certificates to outgoing members of the Mayor's Youth Council, and expressed appreciation for their service. |
| ANNOUNCEMENTS | Abdali Martinez, Assemblymember Hernandez' office, invited attendance at upcoming workshops and events in June. |
| | Joanna Gee, Duarte Library, announced upcoming events, story times, and reading programs in June, July, and August, and introduced Teen/Adult Librarian Ryan Ricchio, who announced upcoming summer programs for teens. |
| | Karen Herrera presented community announcements about City events, projects, programs, and activities in June and July. |
| ORAL COMMUNICATIONS | The following spoke about smoke-free outdoor dining:<br>Amy Wong, Jessica Luna, Frances Luna, Arturo Robles, Sabrina Tirmizi, Giselle Lopez, Gema Anguiano, Katie Miller, Kassandra Lopez, Bryan Zaragoza, Lino Paras, Steve Hernandez. |
| | The following spoke on items not on the Agenda.<br>Carlyn Lee - Traffic/parking on Beardslee and Park Rose Avenue. |
| | Mayor Paras-Caracci suggested utilizing City Commissions to address concerns raised by residents, such as Economic Development and Public Safety Commissions pertaining to smoke-free outdoor dining areas, and Traffic Safety Commission pertaining to traffic/parking situation on Park Rose. |
| | Fasana stated he has noticed smoking at the golf course site, and he is open to looking at what we can do about that. |
| CONSENT CALENDAR | Finlay moved, Fasana seconded to approve the Consent Calendar, as follows, and carried with Kang absent.<br>Approve Items A, B, C, D, E, F, G, H. I. |
| RESOLUTION NO. 15-08<br>Intent to Levy – Landscape/Ltg. Assessments 2015-16<br>Set Public Hearing 7/14/15 | Item D– Council Bill 15-R-08 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2015-2016 WITHIN THE CITYWIDE 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 |
| RESOLUTION NO. 15-09<br>Calling Election 11/3/15 | Item E–Council Bill 15-R-09 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL |

ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2015, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

RESOLUTION NO. 15-10
Requests Consolidation with L.A. County – Election 11/3/15

Item F– Council Bill 15-R-10 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2015, WITH THE DUARTE UNIFIED SCHOOL DISTRICT ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE

RESOLUTION NO. 15-11
Candidate's Statements Election 11/3/15

Item G–Council Bill 15-R-11 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE'S STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2015

ITEM REMOVED – Item I
Conference Attendance

Lino Paras asked if the event is American-Chinese or Chinese-American. George stated the invitation indicates the American-Chinese CEO Society is a non-profit organization that promotes business growth between American and Chinese businesses.

ITEM I – APPROVED

Reilly moved, Fasana seconded to approve Item I, and carried with Kang absent.

BUSINESS ITEMS
Appointments – Mayor's Youth Council

Fasana moved, Finlay seconded to appoint Giselle Lopez and Ashley Rosal to the Mayor's Youth Council for terms expiring June 30, 2016, and carried with Kang absent.

Social Media Policy

George presented a staff report about the proposed Social Media Policy, and stated the item has been brought back for consideration. Melching presented additional details about liking, sharing, and retweeting.

Fasana moved, Finlay seconded to adopt the Social Media Policy, per staff recommendation, and carried with Kang absent.

ITEMS FROM CITY COUNCIL/ CITY MANAGER

REILLY: Stated Ana Maria Burbano was named Citizen of the Year by the Duarte Woman's Club and she would like to invite her to a Council Meeting to be recognized, attended Congressmember Napolitano's Prayer Breakfast, sidewalk CPR at the Duarte Library, Youth Artists Showcase, and two movie nights.

FASANA: Stated he has seen postings about the increase of tiger mosquitoes and asked if we can get more information about what can be done, and stated as the State seems to be in a healthier fiscal climate, it is time to pass a resolution asking the State to look into restoring certain mental health services as this could help the homeless, and to remind the State that we have some needs,

FINLAY: Attended the Sanitation District meeting, discussed treated/recycled water being piped back upstream into settling grounds for reuse, provided information to the City Manager that she received from SCAG about Cal Poly Pomona student presentations/projects regarding lighting systems and redesigning streets, provided information to the City Manager about demographics received at SCAG Conference, and requested that color copies be made for Councilmembers, she received calls about a "Welcome to Azusa" sign on Encanto Parkway, she thinks we need a "Welcome to Duarte" sign, and would like to see something done, and congratulated L.A. City Councilmember Tom LaBonge on his retirement.

PARAS-CARACCI: Stated Tom LaBonge loves L.A., attended Congressmember Napolitano's Prayer Breakfast, thanked Roger Hernandez' office for the AB60 forum, emceed the Youth Artists Showcase, attended the grand opening of the Foothill Family Service office, YMCA Youth Empowerment Summit at USC, Spring Treasures Parks and Recreation Program, Kalayaan 117th anniversary of Philippine independence event, and senior breakfast, and stated she noticed signs sticking in the ground at AM/PM and 7-Eleven advertising cigarettes and vapes, and inquired if there is anything we can do about how long the signs can be there, or rotating the signs.

ADJOURNMENT

The meeting was adjourned at 8:37 p.m. in memory of Shake Yotnakhparian, John Nicoloro, and Richard Huske.

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Mayor Tzeitel Paras-Caracci

ATTEST:

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City Clerk

15-R-12

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, SUPPORTING THE DUARTE ROUTE 66 PARADE AND AGREEING TO ACCEPT LIABILITY AND MAINTENANCE FOR DETOURED TRAFFIC FROM THE MOUNT OLIVE OFF-RAMP**

**WHEREAS,** the Duarte Route 66 Parade Committee will be sponsoring Duarte's Annual Route 66 Parade on Saturday, September 26, 2015; and

**WHEREAS,** the Parade route will travel along Huntington Drive; and

**WHEREAS,** to ensure adequate safety for Parade participants and the general public, the Mount Olive off-ramp of the 210/605 Freeways will need to be detoured; and

**WHEREAS,** the State Department of Transportation (Caltrans) requires the City to accept liability and maintenance for detoured traffic;

**NOW, THEREFORE,** the City Council of the City of Duarte, California, hereby supports the Duarte Route 66 Parade, and agrees to accept liability and maintenance for detoured traffic from the Mount Olive off-ramp.

PASSED, APPROVED, and ADOPTED this 23rd day of June, 2015.

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Mayor Tzeitel Paras-Caracci

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. 15-12 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 23rd day of June, 2015, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

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City Clerk Marla Akana
City of Duarte, California

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

**To:** Mayor and Members of the Duarte City Council

**From:** Karen A. Herrera, Deputy City Manager

**Date:** 6/17/15

**Re:** **Services Agreement and Lease Agreement Approvals Between the City and the Duarte Chamber of Commerce**

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**Recommendation:** City Staff is recommending that the City Council approve and authorize the City Manager to execute on behalf of the City both the 2015-16 *Services Agreement in the amount of $45,050* and the Building Lease Agreement in the amount of $150 per month with the Duarte Chamber of Commerce.

**Background:** For over four decades, the City of Duarte has entered into service and/or lease agreements with the Duarte Chamber of Commerce to work in support and promotion of the Duarte business community. Historically, the Chamber has faithfully, and with good results executed these services outlined in the agreements. The last service and lease agreements executed between the two entities were for the period of July 1, 2014 to June 30, 2015 in the amount of $40,050 for services and a $150 per month rate for the lease.

- **Services Agreement Discussion:** For the upcoming year, Chamber and City staff agree to the new amount of $45,050; a $5,000 increase from the previous year. For this contribution, the Chamber will continue its focus on business retention, job development and increasing overall Chamber membership as the primary objectives of the Chamber. This emphasis is more specifically highlighted in Attachment A of the proposed Services Agreement. Areas such as the continuation of the successful Business Visitation Program and the newly introduced "Women's Business Expo" the conducting of meaningful surveys of Chamber members to gather information on business-related topics; and continued work with the Foothill Workforce Investment Board (FWIB) are identified. In addition, programs and seminars that will benefit Duarte businesses; the Duarte View and the DuarteChamber.com web site and, providing at least one free seminar on a current, business related topic per calendar quarter highlight the new year.

**Traditional Services, performed include but are not limited to:**

- Maintaining regular office hours with qualified personnel;
- Favorably advertising Duarte as a place to do business and highlight advantages of the City;
- Conferring with businesses to do business in Duarte;
- Welcoming new businesses to town;
- Conducting programs such as lunch seminars, "State of the City and Business Visitations";
- Providing financial and activity reports to the City of Duarte;
- Including news and other information provided by the City in its various publications;
- Providing commissioner recommendations for two City Commissions, i.e. Public Safety/EDC

**Lease Agreement Discussion:** The City of Duarte has historically leased 817 sq. ft. of space to the Duarte Chamber of Commerce at the location of 1644 Third Street. Highlights of the lease include a continuing monthly payment of $150; City payment of all utility charges, with the exception of cable, telephone and internet; maintenance of million dollar insurance coverage policies in the areas of liability, auto, property and workers compensation, and a one year term to coincide with the Services Agreement approval process.

Additionally, due to a potential development on the same parcel that the Chamber is currently located on, the annual lease between the City of Duarte and the Duarte Chamber of Commerce also includes a new section, 2.2 Termination on June 30, 2016. The City is in the process of selling the building on Third Street to a Developer and renewal of the lease beyond June 30, 2016 may not be possible. Staff has met with the Chamber and explained that the City will assist and help facilitate the Chamber in finding a future home.

**Fiscal Impact:** The Services Agreement is in the amount of $45,050 and the Lease Agreement is set at a monthly rate of $150 per month generating approximately $1800 in annual revenue. The appropriation of funds to Account #1020-7710 for $45,050 was adopted as part of the FY 2015-16 budget process. Annual compensation will be paid in two installments; one prior to July 30th and the other prior to January 30th 2016.

The Chamber of Commerce will continue to pay the City $150 per month for the use and occupancy of 1634 Third Street, Duarte, CA.

**ATTACHMENTS:**

**Attachment A - Chamber Services Agreement 2015-16**

**Attachment B - Chamber Lease Agreement 2015-16**

**SERVICES AGREEMENT**
**BY AND BETWEEN**
**THE CITY OF DUARTE AND THE DUARTE CHAMBER OF COMMERCE**

This Services Agreement is made and entered into as of July 1, 2015 ("Effective Date"), by and between the City of Duarte, California, a municipal corporation (hereinafter referred to as "City"), and the Duarte Chamber of Commerce, a California corporation (hereinafter referred to as "Chamber").

## *RECITALS:*

WHEREAS, the City and Chamber desire to work collaboratively in the support and promotion of the Duarte business community; and

WHEREAS, the City and Chamber agree that only by working collaboratively can they serve the needs of the business community, create an environment where business can succeed and prosper, and enable all members of the community to benefit from the results.

## *AGREEMENT:*

***NOW, THEREFORE***, in consideration of the foregoing Recitals, which are incorporated herein and made a part hereof, and of the mutual promises and covenants hereinafter contains, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. AGREEMENT TERM; COMPENSATION. This Agreement shall be effective for the period July 1, 2015 through June 30, 2016 ("Agreement Term"). The City shall pay the Chamber the sum of $45,050 ("Compensation") for the Agreement Term for the services set forth herein. The Compensation shall be paid in two installments; the first by July 30, 2014 and the second by January 30, 2015.

The Chamber shall place the Compensation set forth in Section 1 in a a separate account from other Chamber revenues and not utilize the Compensation to pay for the cost of fabricating, producing, printing, mailing, or distributing any tangible item including Chamber publications, including but not limited to newspapers such as and including the Duarte View, newsletters, flyers, or any DVDs, CDs, or videotapes which would constitute a "mass mailing" under Government Code Section 89001 as defined by Section 18901 of the Regulations of the Fair Political Practices Commission of the State of California (2 C.C.R. § 18901)."

2. SERVICES

A. The Chamber agrees to provide the following services listed below and the additional services listed on Exhibit "A" which is incorporated herein:

1) Maintain regular office hours with qualified personnel.

2) Favorably advertise Duarte as a place to do business and extol advantages of the City.

3) Confer with businesses to do business in Duarte.

4) Welcome new businesses to town.

5) Conduct programs such as seminars to help local businesses.

6) Provide the Chamber's financial statements to the City.

7) Include news and other information provided by the City in its various publications.

B. To implement the services set forth in Paragraph A, the Chamber, among its other activities, shall provide the following specific services:

1) Referral Service – The Chamber shall recommend its members to callers asking for goods and services.

2) Publicity and Promotion - Activities include Chamber mixers, ribbon-cutting business openings, announcements by email, publication of Business Directory, Duarte View and Duarte map.

3) Networking – The Chamber shall establish Committees and present various Chamber functions to provide members with an opportunity to meet and work with other members of the business, civic, and residential community.

4) Information – The Chamber office shall provide all who inquire with information about business opportunities within the City, and shall respond to a variety of queries from the general public regarding the community. The Chamber shall update and provide on-line updated lists such as a Church Directory and a Community Organization Directory, which are available to the public.

5) Advertising – The Chamber, through the Duarte View, Duarte map, the Chamber website, email, and the Duarte Business Directory, shall provide businesses with a means of advertising their goods, discounts and services to the local community.

6) Seminars/Workshops – The Chamber shall provide members of the business community with help and insight into business matters. Special programs and activities shall be developed to answer the needs of local businesses and assist members in their efforts to be successful.

C. The following additional terms are hereby agreed to by Chamber and City:

1) That the Chamber is a business organization.

2) That the Chamber is the voice and the advocate for its members and, as such, is charged with the responsibility of keeping its members informed and updated on issues that affect the business community.

3) That it is appropriate for the Chamber to speak on behalf of its members and advocate the interests, desires, and concerns of its members.

4) That the Chamber will provide its members with a forum for the discussion of issues affecting the business community.

5) That as an organization representing the business community, the Chamber is bound to bring to the attention of the City its organizational positions on issues of importance to its members.

6) That through discussion, led by a mutual desire to work harmoniously together, the City and the Chamber will endeavor to seek avenues for consensus and solutions to problems that negatively impact the local business community.

7) That despite the best efforts on the parts of the City and the Chamber, there will be times when the City and the Chamber may take adverse positions. The parties agree when the City and Chamber disagree on issues to do so with respect for differing opinions and positions.

8) The Chamber shall not endorse City Council candidates for election.

3. TERMINATION. This Agreement shall automatically expire upon conclusion of the Agreement Term. This Agreement may be earlier terminated by either party giving the other written notice of the desire to terminate the Agreement sixty (60) days prior to the intended date of termination; provided, however, that if the termination is due to a material breach by a party of the terms of this Agreement, and such breach remains uncured for a period of thirty (30) days after written notice is given to the party in breach, then the sixty (60) day period shall not apply and the termination may, at the discretion of the non-breaching party, be effective immediately upon delivery of written notice of termination to the breaching party following the aforedescribed thirty (30) day cure period. In the event of termination, the Chamber shall be entitled to a pro-rata share of the unpaid and due Compensation earned to the earlier of (i) the date of termination or (ii) the date of uncured breach. Subject to the foregoing, the rights, duties, and responsibilities of both the City and the Chamber under this Agreement shall continue until the date of termination.

4. CALIFORNIA LAW. This Agreement shall be governed by the internal laws of the State of California without regard to principles of conflicts of law.

5. LITIGATION MATTERS; ATTORNEY'S FEES. The internal laws of the State of California, without regard to principles of conflicts of laws, shall govern the interpretation of this Agreement. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding anything in this Agreement to the contrary, in no event shall Chamber be entitled to economic or consequential damages or to punitive damages. In the event of any litigation arising from or related to this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred,

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

6. MANAGEMENT. The City's City Manager and Chamber's President/CEO shall represent City and Chamber, respectively, in all matters pursuant to the administration of this Agreement. The Chamber's communications with the City shall be routed through the City Manager and authorized City staff.

7. RECORDS. Chamber shall provide the City with (i) a copy of its monthly financial report, which shall include at a minimum a balance sheet an income/expenses statement, and (ii) a quarterly activity report.

8. INDEMNITY. Chamber shall indemnify, defend, and hold harmless the City from and against all damages and liability caused by the negligent actions or willful misconduct of the Chamber, or its officer, officials, employees, agents, or representatives acting in an official capacity. Chamber shall not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the City, or any of its officers, officials, employees, agents, or representatives acting in an official capacity.

9. INSURANCE. Without limiting Chamber's indemnification obligations as set forth in this Agreement, the Chamber shall procure and maintain, at its sole cost and expense, during the entire term of this Agreement including any extension thereof, the following policies of insurance: (a) Commercial General Liability insurance written on a per occurrence basis in an amount not less than $1,000,000 per occurrence; (b) Business Auto Coverage written on a per accident basis in an amount not less than $1,000,000 per accident (if Chamber has owned or leased vehicles), and if Chamber's employees use personal autos in connection with the performance of work under this Agreement, Chamber shall provide evidence of personal auto liability coverage for each such employee; and (c) if applicable, Worker's Compensation insurance providing statutory benefits as required by California law. All of the insurance policies accept the personal auto policies and Worker's Compensation policies shall be endorsed to name City and its officers, officials, employees, agents, and representatives as additional insured's. No work or services under this Agreement shall commence until the Chamber has provided the City with Certificates of Insurance evidencing the above insurance coverage's and said Certificates of Insurance are reasonably approved by the City. Certificates are to reflect that the insurer will provide 30 days written notice to City of any cancellation of coverage. In the event any of said policies of insurance are reduced in limits or cancelled for any reason, the Chamber shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Paragraph. Chamber agrees to provide immediate notice to City of any claim or loss against Chamber arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right to monitor the handling of any such claim or claims if they are likely to involve City.

10 NO JOINT VENTURE; NO BENEFITS. By this Agreement neither City nor Chamber are entering into a joint venture, or any other corporate or business entity, with the other. City and Chamber are and shall remain independent entities. No employee benefits shall be available to Chamber or any employee of Chamber in connection with the performance of this Agreement. Except for the City's payment to Chamber as defined in this Agreement, City

shall not pay salaries, wages, or other compensation to Chamber for performing services hereunder for City. City shall not be liable for compensation or indemnification to Chamber for injury or sickness of any employee arising out of performing services hereunder.

11. COVENANT AGAINST DISCRIMINATION. Chamber covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

12. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES. No officer, official, employee, agent, representative, or volunteer of the City shall be personally liable to the Chamber, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Chamber or to its successor, or for breach of any obligation of the terms of this Agreement.

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

If to City: City of Duarte
City Manager's Office
1600 Huntington Drive
Duarte, CA 91010

If to Chamber: Duarte Chamber of Commerce
PO Box 1438
Duarte, CA 91009
Attn: President/CEO

Notices personally delivered or delivered a delivery services shall be effective upon receipt. Notices delivered by mail shall be effective on the next business day following deposit made the United States Postal System prior to 6:00 p.m. A "business day" is a day when Duarte City Hall is open for business to the general public.

14. INTERPRETATIONS; ENTIRE AGREEMENT. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect.

15. REPRESENTATIONS AND WARRANTIES. The persons executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the

provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed this instrument to be effective as of the Effective Date.

CITY OF DUARTE

Tzeitel Paras-Caracci, Mayor

ATTEST:

Marla Akana, City Clerk

APPROVED AS. TO FORM:
Rutan & Tucker, LLP

Jeff Melching, City Attorney

DUARTE CHAMBER OF COMMERCE

James Kirchner, President/CEO

# Exhibit A

## City of Duarte and the Duarte Chamber of Commerce Services Agreement

Business Development/Economic Development Component

- Expand Chamber member exposure to the overall business community, and beyond, through enhanced features of the DuarteChamber.com web site, such as
  - A free web page within the DuarteChamber.com domain
  - A free domain name and email address for Chamber members who don't have one
  - The ability to post Member to Member Discount coupons
  - The ability to post there own specials, menus, coupons, etc. and easily change them on their own web site.
  - Have a page available for links to businesses that are posting employment opportunities.
- Meet monthly with designated City Representative to continue a partnership with City Hall.
- Continue the Business Visitation Program involving the Chamber, City Hall and a designated business.
- Continue the newly established Women's Business Expo event involving the Small Business Administration, the Foothill Workforce Investment Board and the City.
- Periodically conduct a meaningful survey of Chamber members to seek their suggestions, recommendations, and requests for business-related topics they feel will be of benefit to them.
- Work with the Foothill Workforce Investment Board and identify and collaborate on programs and seminars that will benefit Duarte businesses.
- Notify Chamber members and all Duarte businesses in general through mail, email blast, the Duarte View and the DuarteChamber.com web site of the available programs and seminars.
- Provide seminars on current, business related topics available to all Duarte businesses and Duarte Chamber members at no cost to the attendees. The Chamber would hold such seminars at the Duarte Community Center with no facility costs incurred.
- Strive to be the Resource Center for Duarte by marketing the Duarte Chamber website as the first place to go to for information and make the Chamber's Event Calendar available to all community groups and Chamber members to announce their special events.
- Provide the City with recommendations for designated Commission appointments. Specifically, two representatives for the Economic Development Commission and one for the Public Safety Commission.
- Provide a representative to regularly attend Duarte Cable Television Board meetings.

**BUILDING LEASE**
**CITY OF DUARTE & DUARTE CHAMBER OF COMMERCE**

THIS BUILDING LEASE ("Lease") is made and entered into as of July 1, 2015 ("Effective Date") by and between the City of Duarte, a municipal corporation (hereinafter "Landlord" or "City"), and Duarte Chamber of Commerce, a non-profit California corporation ("Tenant").

***RECITALS:***

A. Landlord is the owner of record of the real property and improvements located at 1634 Third Street, City of Duarte, County of Los Angeles, State of California (the Property").

B. Tenant is in need of a place to conduct its business operations within the City of Duarte.

C. Landlord desires to lease to Tenant and Tenant desires to lease from the Landlord a portion of the Property ("the Premises"), as hereinafter more fully described, on the terms and conditions in this Lease.

***LEASE:***

Now, therefore, in consideration of the terms, covenants and conditions contained herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, landlord and tenant hereby agree as follows:

**ARTICLE 1**
**SUBJECT OF LEASE AND POSSESSION OF THE PREMISES**

1.1 The Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, which constitute approximately 817 sq. ft. of rentable space within the Property on the terms and upon the agreements, covenants and conditions set forth in this Lease.

1.2. Acceptance of the Premises. Except as may be otherwise herein provided, Tenant shall, by entering into and occupying the Premises, be deemed to have accepted the Premises, and to have acknowledged that the same is then in the condition called for by this Lease and is fit for operation as office space.

1.3 Quiet Enjoyment. Except as expressly provided under this Lease, Tenant, upon performing and complying with all covenants, agreements, warranties, terms, and conditions of this Lease to be performed, or complied with by Tenant, shall lawfully and quietly hold, occupy and enjoy the exclusive use of the Premises during the Term (as defined in Article 2) of this Lease, without hindrance by Landlord, or any person or persons claiming through Landlord.

1.4 Surrender of the Premises and Equipment. Upon the expiration or termination of the Term of this Lease, Tenant shall peaceably and quietly leave and surrender the Premises to Landlord, broom clean and in good order, condition and repair, reasonable wear and tear and obsolescence excepted. Tenant shall remove all movable fixtures, all equipment, and all personal property in, on, or about the Premises. Surrender and restoration of the Premises by the Tenant shall include the removal of any Tenant exterior signage, restoration of any other improvements bearing the Tenant's name, logo or similar identifying features to their original appearance.

## ARTICLE 2
## TERM

2.1 Commencement and Duration. The term ("Term") of this Lease shall commence as of July 1, 2015 and shall continue thereafter for a one (1) year term, terminating (unless sooner terminated by the terms of this Lease or by operation of law), on June 30, 2016.

2.2 Termination on June 30, 2016. Tenant is hereby notified that the Landlord does not currently intend to renew the Lease, and that Tenant shall vacate the premises as of June 30, 2016, unless this Lease is sooner terminated or extended by the Landlord. Landlord shall, upon Tenant's request, make reasonable efforts to assist Tenant in identifying a new space for Tenant to occupy upon or following June 30, 2016; provided however that Landlord makes no commitment under this Lease or otherwise to pay compensation and/or relocation benefits to Tenant; rather, Landlord's sole responsibility pursuant to this sentence shall be to assist, in identifying suitable replacement space (if any) for Tenant.

2.2 Inability to Use Premises. If any law or regulation of any governmental entity prohibits Tenant from using the Premises as provided herein, Tenant may elect to terminate this Lease on thirty (30) day written notice to Landlord specifying the governmental entity and the law and/or regulation thereof that prohibits its use of the Premises.

## ARTICLE 3
## RENT

3.1 Rent Payment. Tenant shall pay, without demand or delay, abatement, deduction, or offset, the Rent in such amounts as provided in this Article 3.

3.2 No Security Deposit. Landlord and Tenant acknowledge and agree that Tenant is not required to post a security deposit for the lease of the Premises pursuant to this Lease.

3.3 Monthly Rent. Tenant shall pay to Landlord as rent for the use and occupancy of the Premises, ONE HUNDRED FIFTY DOLLARS ($150,00) per month during the Term, in lawful money of the United States ("Monthly Rent"). Rent shall be due on the 1st of each month, unless the 1st of the month is a Friday, Saturday, Sunday, or a holiday when Duarte City Hall is closed for business, in which case the Rent shall be due on the immediately succeeding business day.

3.4 Payment. All payments required to be made by Tenant to Landlord under this Lease shall be made without any setoff, deduction or counterclaim whatsoever and shall be made by check, payable to the "City of Duarte" and delivered to the City at 1600 Huntington Drive, Duarte, California 91010, Attn: Director of Administrative Services. Landlord may designate in a written notice to Tenant any change to the above.

3.5 Late Charges; Lease Termination. Any Rent not paid to Landlord within ten (10) days of the due date under this Lease shall be subject to a late fee of ten percent (10%) of the amount then owing. The parties understand and agree that the late fee is a fair and reasonable estimate of the cost of the late payment to Landlord. Notwithstanding the above, the parties also understand and agree that persistent and chronic late payments are disruptive and costly to Landlord, requiring Landlord to devote additional time, money, resources and energy to the administration of this Lease, all of which can not be sufficiently reimbursed to Landlord by way of Tenant's payment of the late fee. Therefore, Tenant's failure to timely pay any Rent for three (3) consecutive months, or four (4) months during any twelve (12) month period, shall be deemed a material and incurable default under this Lease, giving rise to Landlord's right, in its sole discretion, to terminate this Lease upon sixty (60) days notice. Landlord's decision not to exercise this remedy at any time during the Term of this Lease shall not act to waive Landlord's right to exercise such remedy at a future date during the Term.

3.6 Utility and Services. With the exception of telephone, cable television, and internet service, all of which shall be directly billed to and paid for by Tenant, Landlord shall contract and pay for all utilities and services to the Premises including but not limited to electricity, gas, and water service.

3.7 Taxes, Assessments and Charges. Except as provided in Section 3.7, Landlord covenants to pay when due all applicable taxes and assessments which at any time during or in respect of the Term hereof may be levied or assessed upon the Property.

3.8 Notice of Possessory Interest; Payment of Taxes and Assessments on Value of Entire Lease Property. In accordance with California Revenue and Taxation Code Section 107.6(a), Landlord states that by entering into this Lease, a possessory interest subject to taxation may be created, and if created and imposed that Tenant shall pay its pro-rata share of taxes upon the assessed value of the Premises and not merely the assessed value of its leasehold interest. Tenant agrees to pay these amounts as Additional Rent in the same manner and on the same schedule as the Monthly Rent.

## ARTICLE 4
## INDEMNIFICATION & LIENS; INSURANCE

4.1 Indemnification; Liens. Tenant shall at all times indemnify, defend, and hold Landlord, the Premises and the Property, free, clear and harmless from any claims, liens, demands, charges, encumbrances or litigation arising directly or indirectly out of any use, occupancy or activity of Tenant, or out of any work performed, material furnished, or obligations incurred by Tenant, in, upon, about or otherwise in connection with the Premises and shall pay or cause to be paid for all work performed and material furnished to the Premises which will or may result in a lien on the Property, and will keep the Property free and clear of all mechanic's liens and materialmen's liens (including the posting of an appropriate bond which shall release the lien). Tenant shall not be responsible for any damages or liabilities to the extent caused by the negligence or willful misconduct of Landlord or any of its officers, officials, employees, agents, or representatives acting in an official capacity. The foregoing shall survive the expiration or earlier termination of this Lease as to claims arising or accruing prior to the expiration or termination of this Lease.

4.2 Insurance.

4.2.1 Insurance Coverage Requirements; Evidence of Insurance. Without limiting Tenant's indemnification obligations as set forth in this Lease, Tenant shall procure and maintain, at its sole cost and expense, during the entire term of this Lease the following policies of insurance: (a) Commercial General Liability insurance written on a per occurrence basis in an amount not less than $1,000,000 per occurrence; (b) Business Auto Coverage written on a per accident basis in an amount not less than $1,000,000 per accident (if Tenant has owned or leased vehicles), and if Tenant's employees use personal autos in connection with Tenant's work, Tenant shall provide evidence of personal auto liability coverage for each such employee; (c) if applicable, Worker's Compensation insurance providing statutory benefits as required by California law; and (d) Property Casualty Insurance covering the Premises against loss or damage by fire and perils commonly covered under the standard extended coverage endorsement for not less than the "full replacement cost" thereof including all improvements, fixtures, alterations, additions, and changes made by Tenant including fixtures. All of the insurance policies except the personal auto policies and Worker's Compensation policies, shall be endorsed to name Tenant and its officers, officials, employees, agents, and representatives as additional insureds. Tenant shall not possession nor occupy the Premises until Tenant has provided Landlord with Certificates of Insurance evidencing the above insurance coverages and said Certificates of Insurance are reasonably approved by Landlord. Certificates are to reflect that the insurer will provide 30 days written notice to Landlord of any cancellation of coverage. In the event any of said policies of insurance are reduced in limits or cancelled for any reason, Tenant shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Section. Tenant agrees to provide immediate written notice to Landlord of any claim or loss against Tenant. Landlord 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 Landlord.

4.2.2 Tenant's Personal Property. Tenant acknowledges and agrees that Landlord is not responsible or liable for insuring any loss caused to Tenant's personal property in, on, or about the Premises, and that Landlord hereby advises Tenant to obtain its own insurance coverage for Tenant's personal property.

4.2.3 Damages for Failure to Provide Insurance. This Section 4.2.3 is applicable only in the event that Tenant is not in compliance with the requirements to maintain insurance as set forth in this Article 4. Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by Tenant and which would have been payable upon such insurance, but Landlord shall also be entitled to recover as damages for such breach the uninsured amount of any loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorneys' fees, suffered or incurred by reason of damage to, or destruction of, the Premises or Property, occurring during any period in which Tenant shall have failed or neglected to provide insurance as aforesaid. Tenant's uncured breach of the above shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease.

## ARTICLE 5
## USE OF THE PREMISES

5.1 Permitted Use. The Premises shall be used only for the purpose of conducting Tenant's business. Tenant shall operate the business and conduct activities therein in a prudent and businesslike manner and in full compliance with all applicable law and the terms and conditions of this Lease.

5.2 Prohibited Uses. Tenant shall not use, or allow use of, the Premises for any activity other than as office space for its business without the prior written consent of Landlord. Tenant's uncured breach of the above shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease.

5.3 Signage. No signs of any kind shall be displayed unless approved by Landlord's Architectural Review Board. Landlord may require removal or refurbishment of any sign previously approved.

5.4 Compliance with Building Rules and Regulations. Tenant agrees to comply with all rules and regulations of Landlord with respect to the Property as now existing or as may be imposed during the Term (provided that any rules or regulations imposed after the commencement of the Term shall apply to Tenant only to the extent such rules and regulations do not materially interfere with Tenant's use of the Premises.

5.5 Compliance with Laws. Tenant shall not occupy or use the Premises, or permit the Premises to be used or occupied, nor do or permit anything to be done in or on the Premises, in whole or in part, for other than legal purposes, or for a purpose or in a manner liable to create a public or private nuisance or to cause structural injury to the Premises or any part thereof, or which may make it difficult, impossible or cost prohibitive to obtain fire or other insurance thereon required to be furnished by Tenant hereunder, or in violation of any certificate of occupancy or evidence of compliance issued by any governmental agency covering or affecting the use of the Property, or in violation of any ordinance or regulation of the City. Tenant's uncured breach of the above shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease.

5.6 Alterations. Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent.. Any alterations to the Premises shall be done according to the law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's Interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises. All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may require, at termination of the Term, that any improvement not approved by Landlord be removed at Tenant's expense. Surrender and restoration of the Premises by the Tenant shall include the removal of any Tenant exterior signage, restoration of any other improvements bearing the Tenant's name, logo or similar identifying features to their original appearance.

## ARTICLE 6
## DAMAGE OR DESTRUCTION

If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right, in its sole and absolute discretion, to determine whether to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this Lease shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this Lease by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current Rent prorated on a 30-day basis. If this Lease is not terminated, and the damage is not repaired, the Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's invitee, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

## ARTICLE 7
## ASSIGNMENT AND SUBLETTING

7.1 No Tenant Subletting Without Landlord's Prior Written Consent. Tenant may not assign or sublet all or any portion of its interest in this Lease without Landlord's prior written consent, which may be withheld by Landlord in its sole and absolute discretion.

7.2 Assignment of Landlord's Interest in Lease or the Leased Premises. Landlord may convey, transfer, sell, assign or otherwise transfer the Property, this Lease, all or a portion of its interest thereunder, and/or all or a portion of the payments that are payable to it by Tenant pursuant to this Lease. Tenant hereby consents and agrees to any such transfer which Landlord considers necessary or proper, regardless of the reason or reasons for which Landlord makes such transfer and regardless of the entity that is the Transferee thereunder.

## ARTICLE 8
## PERFORMANCE OF TENANT'S COVENANTS

8.1 Right of Performance. If Tenant shall at any time fail to pay any tax, assessment, fee or other charge in accordance with this Lease, within the time period therein permitted or shall fail to pay for or maintain any of the insurance policies provided for in this Lease, within the time therein permitted, or fail to make any other payment or perform any other act on its part to be made or performed hereunder, within the time permitted by this Lease, then Landlord, after ten (10) days' written notice as to payments of Rent, and with ninety (90) days' written notice as to other breaches, given to Tenant (or, in case of an emergency, on such notice as may be reasonable under the circumstances) and without waiving or releasing Tenant from any obligation of Tenant hereunder, may (but shall not be required to):

8.1.1 Pay such tax, assessment, fee or other charge payable by Tenant, or

8.1.2 Pay for and maintain such insurance policies provided for, or

8.1.3 Make such other payment or perform such other act on Tenant's part to be made or performed as in this Lease provided.

8.2 Reimbursement and Damages. All sums so paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any such act, together with interest thereon, shall constitute an obligation payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand. A failure by Tenant to make such a payment shall be a material breach of this Lease. Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by Tenant and which would have been payable upon such insurance, but Landlord shall also be entitled to recover as damages for such breach, the uninsured amount of any loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorneys' fees, suffered or incurred by reason of damage to, or destruction of, the Premises, occurring during any period in which Tenant shall have failed or neglected to provide insurance as aforesaid.

## ARTICLE 9
## HAZARDOUS MATERIALS

9.1 Landlord's Representations and Warranties. Except as identified by Landlord in writing to Tenant as known Hazardous Materials or adverse environmental conditions prior to the execution of this Lease, Landlord makes no representation or warranty regarding the condition of the Premises or Property. As used in this Lease the term "Hazardous Materials" shall mean (a) any substance or material defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "acutely hazardous waste", "restricted hazardous waste", "toxic substances" or "known to cause cancer or reproductive toxicity" (or words of similar import), (b) petroleum products (including crude oil or any fraction thereof) or any chemical substance or material which is prohibited, limited, or regulated under any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law or treaty regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment or natural resources, and (c) mold.

9.2 No Use by Tenant of Hazardous Materials on the Premises. Tenant covenants and agrees that it shall not, and that it shall not permit any licensee to, treat, use, store, dispose, release, handle or otherwise manage Hazardous Materials on the Premises except in connection with any construction, operation, maintenance, or repair of the Premises or in the ordinary course of its business, and that such conduct shall be done in compliance with all applicable federal, state and local laws. Tenant's violation of the foregoing prohibition shall constitute a material breach hereunder and Tenant shall indemnify, hold harmless and defend the Landlord for such violation as provided below.

9.3 Notice and Remediation by Tenant. Tenant shall, within five (5) days of such occurrence, or immediately in cases of imminent threat of injury to life or property, notify Landlord of any release of any Hazardous Materials, and/or any notices, demands, claims or orders received by Tenant from any governmental agency pertaining to Hazardous Materials which may affect the Property. Tenant's breach of the above shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease.

9.4 Environmental Indemnity. Tenant hereby agrees to hold harmless, defend and indemnify Landlord and its officers, officials, employees, agents, representatives, and volunteers from and against all liability, loss, damage, costs, penalties, fines and/or expenses (including attorney's fees and court costs) arising out of or in any way connected with (a) Tenant's breach or violation of any covenant, prohibition, or warranty in this Lease concerning Hazardous Materials, or (b) the activities, acts or omissions of Tenant, its employees, contractors or agents on or affecting the Premises during the Term, including but not limited to the release of any Hazardous Materials or other kinds of contamination or pollutants of any kind into the air, soil, groundwater or surface water on, in, under or from the Premises whether such condition, liability, loss, damage, cost, penalty, fine and/or expense shall accrue or be discovered before or after the termination of this Lease. This indemnification supplements and in no way limits the scope of any other indemnification set forth in this Lease.

9.5 Release. Tenant waives, releases, acquits and forever discharges Landlord and its employees, members and officials or any other person acting on behalf of Landlord, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses, or compensation (collectively "Claims") whatsoever including, but not limited to, all Claims at common law, whether direct or indirect, known or unknown, foreseen or unforeseen, which Tenant has as of the Effective Date on account of or in any way growing out of or in connection with any Hazardous Materials or other conditions on, in, under, from, or affecting the Premises, or any law or regulation applicable thereto. Tenant is hereby subrogated to any and all rights possessed by Landlord against third parties with respect to said Claims.

9.6 Termination. The agreements and obligations of Tenant under this Article 9 with regard to indemnification of Landlord shall survive the scheduled termination or sooner expiration of the Term for any reason, for five (5) years and all claims relating thereto must be delivered in writing to Tenant within such period.

## ARTICLE 10
## REPRESENTATIONS AND WARRANTIES

10.1 Landlord's Representations and Warranties. Landlord represents and warrants to Tenant as follows: (a) Landlord is duly organized under the laws of the State or California and has full right and authority to enter into this Lease and to perform all of Landlord's obligations under this Lease; and (b) Tenant, upon performing and complying with all covenants, agreements, terms, and conditions of this Lease to be performed or complied with by it, shall peaceably and quietly have, hold and enjoy the full possession and use of the Premises throughout the Term.

10.2 Tenant's Representations and Warranties. Tenant represents and warrants to Landlord as follows: (a) Tenant has examined the Premises and finds that it is fit for use as office space in accordance with this Lease; (b) Tenant acknowledges that Landlord has not made any representations or warranties regarding the condition of the Premises, or its suitability for the operation of office space contemplated by this Lease; (c) Tenant is duly organized under the laws of the State of California and has the right, power and authority to enter into this Lease and to perform all the obligations of Tenant hereunder.

## ARTICLE 11
## EVENTS OF DEFAULT; REMEDIES

11.1 Events of Default

11.1.1 Events of Default by Tenant. Any one or all of the following events after ninety (90) days written notice to Tenant from Landlord, unless a shorter period is specified below , shall constitute an Event of Default by Tenant hereunder:

(a) If Tenant shall default in the payment of any Monthly Rent or Additional Rent or other charges when and as the same becomes due and payable and such default shall continue for more than ten (10) days after Landlord shall have given written notice thereof to Tenant; or

(b) The abandonment or vacation of the Premises by Tenant; or

(c) The entry of any decree or order for relief by any court with respect to Tenant, or any assignee or transferee of Tenant (hereinafter "Assignee"), in any involuntary case under the Federal Bankruptcy Code or any other applicable federal or state law; or the appointment of or taking possession by any receiver, liquidator, assignee, trustee, sequestrator or other similar official of Tenant or any Assignee, or of any substantial part of the Premises of Tenant or such Assignee, or the ordering or winding up or liquidating of the affairs of Tenant or any Assignee and the continuance of such decree or order unstayed and in effect for a period of sixty (60) days or more (whether or not consecutive); or the commencement by Tenant or any such Assignee of a voluntary proceeding under the Federal Bankruptcy Code or any other applicable state or federal law, or consent by Tenant or any such Assignee to the entry of any order for relief in any voluntary or involuntary case under any such law, or consent by Tenant or any such Assignee to the appointment of or taking of possession by a receiver, liquidator, assignee, trustee, sequestrator or other similar official of Tenant or any such Assignee, or of any substantial property of any of the foregoing, or the making by Tenant or any such Assignee of any general assignment for the benefit of creditors; or Tenant or any such Assignee takes any other voluntary action related to the business of Tenant or any such Assignee or the winding up of the affairs of any of the foregoing; or

(d) If Tenant shall default in the performance of or compliance with any other material term, covenant or condition of this Lease and if Tenant shall fail to cure such default within ninety (90) days after receipt of written notice thereof from Landlord, or, if the default is of such character as to require more than ninety (90) days thereof to cure and Tenant shall fail to commence such cure within such ninety (90) day period and thereafter failure to use reasonable diligence to cure such default.

11.1.2 Events of Default by Landlord. If Landlord shall default in the performance of or compliance with any material term, covenant or condition of this Lease and if Landlord shall fail to cure such default within ninety (90) days after receipt of written notice thereof from Landlord, or, if the default is of such character as to require more than ninety (90) days thereof to cure and Landlord shall fail to commence such cure within such ninety (90) day period and thereafter failure to use reasonable diligence to cure such default.

11.2 Remedies.

11.2.1 Remedies Available to Landlord.

(a) General. If an Event of Default of Tenant shall occur and such default not be cured within the time required as set forth above, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and bring suit against Tenant and recover as an award in such suit the following: (a) the worth at the time of award of the unpaid Rent and all other sums due hereunder which had been earned at the time of termination; (b) (ii) the worth at the time of award of the amount by which the unpaid Rent and all other sums due hereunder which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid Rent and all other sums due hereunder for the balance of the Term after termination exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; (d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things could be likely to result therefrom; and (e) such amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

(b) Landlord's Right to Re-Enter. If an Event of Default of Tenant occurs, Landlord shall also have the right, with or without terminating this Lease, to reenter the Premises and remove all persons and property from the Premises; property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. The foregoing right shall be exercised in accordance with, and shall be subject to the provisions, of California law.

(c) Landlord's Right to Re-Let. If an Event of Default of Tenant occurs, Landlord shall also have the right, with or without terminating this Lease, to relet the Premises. If Landlord so elects to exercise its right to relet the Premises without terminating this Lease, then rentals received by Landlord from such reletting shall be applied as follows: First, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; Second, to the payment of any cost of such reletting; Third, to the payment of the cost of any alterations and repairs to the Premises; Fourth, to the payment of Rent due and unpaid hereunder; and Fifth, the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. Should the amount of rental received from such reletting during any month which is applied to the payment of Rent hereunder be less than that agreed to be paid during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord immediately upon demand therefor by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expenses incurred by Landlord in such reletting or in making alterations and repairs not covered by the rentals received from such reletting.

(d) Re-Entry or Re-Letting Not Election to Terminate. No reentry or re-letting of the Premises by Landlord pursuant to this Lease, shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Tenant because of any default by Tenant, Landlord may at any time after such reletting elect to terminate this Lease for any such default.

(e) Receipt of Rent, No Waiver of Default. The receipt by Landlord of the Rents or any other charges due to Landlord, with knowledge of any breach of this Lease by Tenant or of any default on the part of Tenant in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provisions of this Lease. No acceptance by Landlord of a lesser sum than the Rents or any other charges then due shall be deemed to be other than on account of the earliest installment of the Rents or other charges due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Rent or charges due be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in this Lease. The receipt by Landlord of any Rent or any other sum of money or any other consideration paid by Tenant after the termination of this Lease, or after giving by Landlord of any notice hereunder to effect such termination, shall not, except as otherwise expressly set forth in this Lease, reinstate, continue, or extend the Term of this Lease, or destroy, or in any manner impair the efficacy of any such notice of termination as may have been given hereunder by Landlord to Tenant prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by Landlord. Neither acceptance of the keys nor any other act or thing done by Landlord or by its agents or employees during the Term shall be deemed to be an acceptance of a surrender of the Premises, excepting only an agreement in writing signed by Landlord accepting or agreeing to accept such a surrender.

11.2.2 Remedies Available to Tenant. If an Event of Default of Landlord shall occur and such default not be cured within the time required as set forth above, then in addition to any other remedies available to Landlord at law or in equity, Landlord may terminate this Lease and bring suit against Tenant and recover as an award in such suit Tenant's actual monetary damages resulting from Landlord's uncured default. Notwithstanding anything in this Lease to the contrary, in no event shall Tenant be entitled to economic or consequential damages or to punitive damages from Landlord.

11.3 Effect on Indemnification. Notwithstanding the foregoing, nothing contained in this Article shall be construed to limit Landlord's right to indemnification as otherwise provided in this Lease.

## ARTICLE 12.
## ENTRY BY LANDLORD

Landlord and its respective authorized representatives shall have the right to enter the Premises at all reasonable times for the purpose of (a) inspecting the same, (b) determining whether Tenant is complying with the terms of this Lease, (c) to do any necessary maintenance or repairs and to make any restoration to the building and/or other improvements on the Property, and (d) to serve, post, or keep posted any notices, (e) to show the Property to prospective purchasers or other tenants, and/or (f) to take all such action thereon as may be necessary or appropriate for any such purpose provided for under this Lease or any other lawful purpose (but nothing contained in this Lease shall create or imply any duty on the part of Landlord to make any inspection or do any work). No such entry shall constitute an eviction of Tenant.

## ARTICLE 13
## PARKING AND STORAGE OF PERSONAL PROPERTY

13.1 Parking. Tenant acknowledges and agrees that there are no on-site parking spaces for use by Tenant or Tenant's invitees, guests, and visitors. Tenant and all of Tenant's invitees, guests, and visitors shall be required to park in on-street public parking spaces. Landlord makes no representation or warranty as to the availability of street parking for use by Tenant's invitees, guest, and visitors. Landlord hereby grants a license to Tenant to use two (2) on-street parking spaces that shall be designated by Landlord [the identification that the two (2) spaces are for Tenant's use shall be by appropriate signage, curb paint, or striping, or a combination of some or the foregoing]. Landlord shall locate these two (2) on-street spaces so that Tenant may park their vehicles within reasonably close proximity to the Property. The two (2) spaces may be on the same side of the street as the Property or may be on the opposite side of the street from the Property, or one space may be on one side of the street and the second space located the other side of the street. Landlord may relocate one or both of these two (2) parking spaces from time to time as it deems necessary provided the relocated space(s) are similarly within a reasonably close proximity to the Property. Landlord may prohibit the use of one or both of the two (2) designated spaces during certain times as Landlord reasonably determines as necessary for street sweeping purposes, for emergencies, or similar reasons. Tenant shall receive only a license to use the two (2) parking spaces described above and shall not by this Section 13.1, or anything else in this Lease, obtain a leasehold interest in, or any possessory right to, the two (2) designated on-street parking spaces described above. Tenant and Tenant's invitees and members of the public shall comply with all applicable City parking regulations.

13.2 Storage of Personal Property. Tenant shall store on the Premises only personal property that Tenant owns and shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material.

## ARTICLE 14
## REPAIRS AND MAINTENANCE

14.1 Landlord Responsibilities. Landlord shall maintain in good condition, at its cost, the following: (a) the structural parts of the building on the Property, which shall include the foundations, bearing and exterior walls, subflooring, and roof; (b) the unexposed electrical, plumbing, and sewage systems that are part of the building; and (c) heating, ventilating, and air condition systems serving the building.

14.2 Tenant Responsibilities. Tenant shall maintain in good, clean, and sanitary condition, at its cost, the Premises, the two bathrooms nearest to the Premises, and the hallway adjacent to the Premises. The other area to be used by Tenant from time to time is the non-exclusive use of the "breakroom" in the building for occasional meetings, food/beverage storage and use, and other uses typical for such space. Tenant shall keep the breakroom clean to the extent of Tenant's use, but Tenant shall not be responsible for maintenance of the breakroom due to any other tenant's use. All damage or injury done to the Premises or Property by the Tenant or by any person who may be in or upon the Premises or Property with the Tenant's consent or invitation or by the Tenant's failure to properly secure the Premises or Property shall be paid for by the Tenant. If at any time during the Term, the Tenant fails to maintain or repair the Premises or Property as required herein, Landlord may, but shall not be required, to perform the maintenance or make the repairs or replacements for the account of the Tenant; any sums expended by the Landlord in so doing, together with an administrative charge of ten percent (10%), shall be deemed immediately due from the Tenant on demand of the Landlord.

## ARTICLE 15
## MISCELLANEOUS PROVISIONS

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

| | |
|---|---|
| If to Landlord: | City of Duarte<br>City Manager's Office<br>1600 Huntington Drive<br>Duarte, CA 91010 |
| If to Tenant: | Duarte Chamber of Commerce<br>PO Box 1438<br>Duarte, CA 91009<br>Attn: President/CEO |

Notices personally delivered or delivered a delivery services shall be effective upon receipt. Notices delivered by mail shall be effective on the next business day following deposit made the United States Postal System prior to 6:00 p.m. A "business day" is a day when Duarte City Hall is open for business to the general public.

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

15.3 Successors. All of the rights and obligations of Landlord and Tenant under this Lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors, grantees and assigns of the respective parties.

15.4 Covenant Against Discrimination. Tenant herein covenants by and for itself and its heirs, executors, administrators and assigns, and all persons claiming under or through it or them, and this lease is made and accepted upon and subject to the following conditions: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry, or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

15.5 Nonliability Of City Officers And Employees. No officer, official, employee, agent, representative, or volunteer of Landlord shall be personally liable to Tenant, or any successor in interest, in the event of any default or breach by Landlord or for any amount which may become due to Tenant or to its successor, or for breach of any obligation of the terms of this Lease by Landlord.

15.6 Administration of Lease. Landlord's City Manager and Tenant's President/CEO shall represent Landlord and Tenant, respectively, in all matters pursuant to the administration of this Lease. Tenant's communications with Landlord shall be routed through the City Manager and authorized City staff.

15.7 Interpretation; Governing Law. This Lease shall be construed according to its fair meaning and as if prepared by both parties hereto. This Lease shall be governed by the internal laws of the State of California without regard to principles of conflicts of law.

15.8 No Broker's or Finder's Fee. Landlord and Tenant each represents and warrants to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to this lease and each shall indemnify, defend, and hold the other harmless from and against all liabilities, costs, damages, and expenses, including without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it to pay a broker's commission and/or finder's fee.

15.9 No Relocation Assistance or Benefits. Tenant acknowledges and agrees that (a) Tenant is a "post-acquisition tenant" pursuant Section 6034(b) of Title 25 of the California Code of Regulations, and (b) upon the expiration or earlier termination of the Term, that neither it or any successor shall be entitled to, and Tenant, on behalf of itself and its successors, hereby waives any right or entitlement to, any relocation benefits or assistance under California or federal law.

15.10 Entire Agreement; Amendment. This Lease is the entire agreement between, and final expression of, Landlord and Tenant and there are no agreements or representations between the parties except as expressed herein or therein. All prior negotiations and agreements between Landlord and Tenant with respect to the subject matter hereof are superseded by this Lease. Except as otherwise provided herein, no amendment to this Lease shall be binding unless in writing and signed by the parties hereto.

15.11 No Waiver By Landlord or Tenant. To the extent permitted by applicable law, no failure by Landlord or Tenant to insist upon the strict performance of any term hereof by the other, or to exercise any right, power or remedy consequent upon a default under this Lease, and no acceptance of Rent during the continuance of any such default (the foregoing applicable only to Landlord), shall constitute a waiver of any such default or of any such term. No waiver of any default by Landlord or Tenant, as applicable, shall affect or alter this Lease, which shall continue in full force and effect, or shall affect or alter the rights of Landlord or Tenant, as applicable, with respect to any other then existing or subsequent default by the other party.

15.12 Severability. If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby.

15.13 No Holding Over Without Landlord's Written Consent. In the event Tenant shall holdover or remain in possession of the Premises with the written consent of Landlord after the expiration of the Term of this Lease, such holding over or continued possession shall create a tenancy for month to month but only upon the same terms and conditions as are herein set forth and in effect the last month prior to the expiration of the Term of this Lease.

15.14 Joint and Several Liability. In the event either party hereto now or hereafter shall consist of more than one person, firm or corporation, then and in such event all such persons, firms or corporations shall be jointly and severally liable as parties hereunder.

15.15 Time of the Essence. Time is of the essence of this Lease and all of the terms, provisions, covenants and conditions hereof.

15.16 Counterparts. This Lease may be executed in two counterparts, each of this, when this Lease has been signed by both Landlord and Tenant, shall be deemed on and the same instrument.

[END—SIGNATURE PAGE FOLLOWS]

*IN WITNESS WHEREOF*, the parties hereto have caused this Lease to be entered into as of the Effective Date.

CITY OF DUARTE

______________________________
Tzeitel Paras Caracci, Mayor

ATTEST:

______________________________
Marla Akana, City Clerk

APPROVED AS. TO FORM:
Rutan & Tucker, LLP

______________________________
Jeff Melching, City Attorney

DUARTE CHAMBER OF COMMERCE

______________________________
Jim Kirchner, President/CEO

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

**To:** Mayor and Members of the Duarte City Council

**From:** Karen A. Herrera, Deputy City Manager

**Date:** 6/17/15

**Re:** **Approval of Amendment No. 5 to the Services Agreement Between the City of Duarte and Levon Yotnakhparian for City Council Meeting Cable Casting**

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**Recommendation:** That the City Council approve and authorize the City Manager to execute Amendment No. 5 to the existing services agreement between Levon Yotnakhparian and the City of Duarte for City Council meeting cable casting services. (Exhibit A)

**Background:** Since January of 2001, the City of Duarte has contracted with Levon Yotnakhparian for the provision of City Council meeting cablecasting services. At the November 11, 2014 City Council meeting, staff presented two options involving the cablecasting system based on the launch of the new Granicus agenda management and live streaming system. "Option 2" – the option selected by the City Council – envisioned that the City would maintain both a cable presence and a live streaming/on demand option for City Council meeting viewing via the City's website, www.accessduarte.com. To implement "option 2," it is necessary for the City to maintain a professional services agreement for the filming and cablecasting of City Council. The attached contract amendment provides for those services through Fiscal Year 2015-16.

**Discussion:** The proposed amendment reflects the new per meeting fee of $550 due to the operator time savings resulting from the new camera equipment in the Community Center. A separate technical change to the language in the contract was completed to clarify that Mr. Yotnakhparian now, as a result of the completion of the Granicus upgrade, has an ongoing obligation to make video of meetings available within 48 hours.

**Fiscal Impact:** The approximate cost for a 12-month services agreement for Council meeting cablecasting is $12,650 reflecting 23 City Council meetings @ $550 each.

**ATTACHMENTS:**

**Amendment No. 5 – Exhibit A**

**AMENDMENT NO. 5 TO AGREEMENT**
**BY AND BETWEEN**
**THE CITY OF DUARTE AND LEVON YOTNAKHPARIAN**

THIS AMENDMENT NO. 5 TO AGREEMENT ("**Amendment No. 4**") by and between the CITY OF DUARTE, a municipal corporation ("**City**"), and LEVON YOTNAKPARIAN, an individual ("**Contractor**"), is made and entered into as of January 1, 2015 ("**Effective Date**").

***RECITALS:***

A. In or about 2001, the City and Contractor entered into a Professional Services Agreement for the City Council meeting Cablecasting Services. That agreement has been amended on four prior occasions. (The original Professional Services Agreement together with the four prior amendments is hereafter collectively referred to as the "**Existing Agreement**.")

B. City and Contractor desire to enter into the Amendment No. 5 to the Existing Agreement as set forth below.

***AMENDMENT:***

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the City and Contractor agree as follows:

Section 1. Recitals Incorporated. The foregoing Recitals are incorporated herein and made a part hereof.

Section 2. Amendments to Existing Agreement. The Existing Agreement is amended as follows:

A. Replace the clause **TERM** in the Existing Agreement with the following:

> This Agreement shall be extended from the Effective Date and shall remain and continue in effect until June 30, 2016. This term may be extended upon execution of a written amendment between the parties.

B. In the section titled "Contractor shall perform the following services," replace No. 2 with the following:

> **City Meetings*:*** Provide staff and production support to telecast at City's discretion any and all regular and special, non-study session City Council meetings, throughout the year with a minimum of two (2) meetings each month of the City's choice being telecast. Additions to the minimum meeting coverage will be requested by the City and agreed to on a case-by-case basis between Consultant and the City. All meetings will be taped and available for broadcast within 48 hours. Consultant will arrive a minimum of 30 minutes in advance of any City requested meeting telecast to conduct sound and equipment testing to ensure product quality.

Section 3. No Other Amendments. Except as set forth above, the Existing Agreement shall remain in full force and effect.

Section 4. Effective Date. The Effective Date of this Amendment No. 5 shall be July 1, 2015.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Amendment No. 5 to be effective as of the Effective Date.

**CONTRACTOR**

Date: ____________________ By: ________________________________
Levon Yotnakhparian

**CITY OF DUARTE**

Date: ____________________ By: ________________________________
Darrell J. George, City Manager

ATTEST:

________________________
Marla Akana, City Clerk

APPROVED AS TO FORM:

________________________
Jeff Melching, City Attorney

# MEMORANDUM

**TO:** Darrell George, City Manager

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

**DATE:** June 17, 2015

**SUBJECT:** **RESOLUTION ESTABLISHING A SALARY SCHEDULE FOR UNREPRESENTED REGULAR EMPLOYEES**

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## Background

The City has five "groups" of employees: the Supervisory and Professional Unit (governed by an MOU), the General Unit (governed by an MOU), the City Manager (governed by a contract), part-time temporary employees (governed by one resolution), and Unrepresented Employees. The Unrepresented Employees are bound by the policies established by the City's Personnel Rules & Regulations and the Compensation Resolution, which is typically adopted by the Council on an annual basis.

The compensation resolution for Unrepresented Employees serves to establish compensation, benefits, and any procedures, rights, or protections that are of particular interest and/or not already a part of the existing Personnel Rules & Regulations. Please note that the MOU terms do not impact, or apply to, unrepresented employees and, as such, another resolution must be approved in order for changes to occur. As a result, the City Council is given the opportunity to consider compensation for unrepresented regular positions on an annual basis.

This year's compensation includes a two percent salary increase, which is consistent with the terms of the MOU negotiated with the other City employees. It also includes changes to the sick leave language that complies with the Healthy Families Act of 2014 that goes into effect July 1, 2015. The required language changes expand and define what types of situations qualify for sick leave use and does not have a financial impact to the City.

## Recommendation

It is recommended that the City Council approve Resolution No. 15-13, rescinding Resolution No. 14-14 and establishing a salary schedule and compensation plan for unrepresented regular employees.

# RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RESCINDING RESOLUTION NO. 14-14 AND ESTABLISHING A SALARY SCHEDULE AND COMPENSATION PLAN FOR UNREPRESENTED REGULAR EMPLOYEES**

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

## SECTION 1. DEFINITIONS

**Full-Time Regular Employees.** A full-time regular employee is one whose position is allocated in the budget and who regularly works a minimum of forty (40) hours per workweek on a continuing basis. Such employees are hired for an indefinite and unspecified duration.

**Three-Quarter (¾) Time Regular Employees.** A three-quarter (¾) time regular employee is one whose position is allocated in the budget and who regularly works between thirty (30) and thirty-nine (39) hours per workweek on a continuing basis. Such employees are hired for an indefinite and unspecified duration.

The City Manager shall recommend to the City Council the prescribed salary ranges for all classifications contained herein. The following salary ranges are hereby established:

A. Department Heads

| | | SALARY STEPS | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | A | B | C | D | E | F | G |
| Assistant City Manager | Mo | $11,698 | $12,115 | $12,531 | $12,945 | $13,359 | $13,774 | $14,190 |
| | Yr | $140,381 | $145,374 | $150,368 | $155,338 | $160,307 | $165,289 | $170,283 |
| | Hr | $67.49 | $69.89 | $72.29 | $74.68 | $77.07 | $79.47 | $81.87 |

B. Division Managers

| | | SALARY STEPS | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | A | B | C | D | E | F | G |
| Human Resources Manager | Mo | $6,687 | $6,939 | $7,187 | $7,437 | $7,687 | $7,937 | $8,186 |
| | Yr | $80,241 | $83,264 | $86,252 | $89,239 | $92,249 | $95,237 | $98,236 |
| | Hr | $38.58 | $40.03 | $41.47 | $42.90 | $44.35 | $45.78 | $47.23 |

## SECTION 2. PERFORMANCE INCENTIVE PAY

The City agrees that the unrepresented regular employees are authorized to develop an appropriate performance incentive program for inclusion in a future compensation resolution.

## SECTION 3. BILINGUAL PAY

The City will compensate full and ¾ time regular employees at a monthly rate of $100.00, for demonstrable fluency in a second language if they are regularly called upon to use this skill in the performance of City-related business. To be eligible for the benefit, employees must receive the recommendation of their respective department head and obtain City Manager approval. Department heads will not be eligible for bilingual pay.

## SECTION 4. AUTO ALLOWANCE AND/OR MILEAGE REIMBURSEMENT

For employees required or allowed by their department head to use private automobiles for City business, mileage will be reimbursed at the IRS-approved mileage rate. Department Heads will be given an auto allowance of $350 per month.

## SECTION 5. VACATION LEAVE

A. Regular employees will accrue vacation time in accordance with the following schedule:

| LENGTH OF SERVICE | FULL TIME EMPLOYEES | ¾ TIME EMPLOYEES |
|---|---|---|
| Up to 60 Months (5 years of service) | 82 hours | 61.5 hours |
| 60 months – 120 months (10 years) | 120 hours | 90.0 hours |
| 120 months – 132 months (11 years) | 130 hours | 97.5 hours |
| 132 months – 144 months (12 years) | 140 hours | 105.0 hours |
| 144 months – 156 months (13 years) | 150 hours | 112.5 hours |
| 156 months – 168 months (14 years) | 160 hours | 120.0 hours |
| 168 months – 180 months (15 years) | 170 hours | 127.5 hours |
| 180 months – 192 months (16 years) | 180 hours | 135.0 hours |

Vacation leave shall be credited to the employee per pay period. No employee shall be allowed to accumulate more than a total of 360 hours of earned vacation leave, except with the written authorization of the City Manager. Employees terminating from City employment will be paid in full for unused accrued vacation leave.

B. Employees of the City will not be permitted, until after six months of continuous employment, to take paid vacation, unless otherwise approved in writing by the appropriate department head and the City Manager. The scheduling of vacation time is subject to the prior approval of the employee's direct supervisor and department head; however, no employee will be permitted to take a vacation in excess of accrued vacation time unless specifically authorized in writing by the City Manager.

C. Employees with five (5) or more years of continuous service with the City will be allowed to sell accrued vacation leave back to the City at 100% of its full value. Employees will be given the opportunity to sell accrued vacation leave back to the City annually, on or before July 31st of each fiscal year. The maximum amount of the annual buyback is as follows:

| LENGTH OF SERVICE | FULL TIME EMPLOYEES | ¾ TIME EMPLOYEES |
|---|---|---|
| After the completion of 60 Months (5 years of service) | 40 hours | 30 hours |
| After the completion of 132 months (11 or more years) | 60 hours | 45 hours |

## SECTION 6. SICK LEAVE

A. Each full-time regular employee shall be entitled to receive up to ninety-six (96) hours of sick leave per year and each three-quarter time regular employee shall receive up to seventy-two (72) hours of sick leave per year. Employees shall be compensated for sick leave at their regular rate of pay. Sick leave shall be credited to the employee at the rate of 1/26th of an employee's annual sick leave allotment per pay period. There will be no limit to the amount of sick leave an employee may accrue. At the time of separation, employees will not be compensated for unused sick leave. However, upon voluntary retirement the employee may convert 100% of his/her accrued sick leave balance, less any amount used, to retirement service credit.

B. Upon verbal or written request, sick leave may be used for the following purposes:

i. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member. Family member shall include: a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of the child's age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a State of California registered domestic partner; a grandparent; a grandchild; and a sibling.

ii. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.

iii. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to seek medical attention for injuries caused by the domestic violence, sexual assault, or stalking; to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

In cases where lost work time due to illness or injury exceeds four days, or when the employee has been frequently absent (more than four cumulative days in a calendar year), the City Manager or designee may require a written physician's confirmation of the nature of the illness or injury. Employees are not responsible for finding other employees to cover shifts due to their use of paid sick leave. Should work time lost due to illness or injury exceed the employee's accrued sick leave balance, then any available vacation, floating holidays, or compensated time off will be used as compensation.

C. When utilizing sick leave, the employee will notify his/her direct supervisor at the earliest possible time as to the general nature and possible duration of the injury or illness. It will be the employee's responsibility to keep his/her supervisor informed on a daily basis of his or her condition as it relates to absence from employment.

D. Employees may voluntarily donate sick leave to a donation bank, which is maintained for the use of qualified employees who have suffered a catastrophic illness or injury and have exhausted their paid leaves of absence. This program is set forth in an administrative policy.

F. Up to 30 hours of unused sick leave at separation shall be reinstated upon return to active status with the City occurring within no more than 12 months of separation. For purposes of this provision, unused sick leave is leave that was accrued, but never taken by the employee, and that was not converted to service credit under section 6.A., or donated under section 6.D., above.

G. Upon reasonable request, and within 21 calendar days after the request, the City shall afford current and former employees the right to inspect or copy records pertaining to their hours worked and paid sick days accrued and used.

## SECTION 7. BEREAVEMENT LEAVE

Each employee will be entitled to bereavement leave in an amount of forty (40) hours per incident. Bereavement leave will be granted only in those cases involving the death of a parent (including step-parents), parent-in-law, children (including step-children), spouse, sibling, grandparent, grandparent-in-law, or registered domestic partner.

## SECTION 8. HOLIDAYS

A. **Holidays Observed.** The City provides regular and probationary employees with the following ten (10) paid holidays during the calendar year:

| **Holiday** | **Date Observed** |
|---|---|
| New Year's Day | January 1 or January 2 if January 1 falls on a Sunday |
| Martin Luther King Day | third Monday in January |

| | |
|---|---|
| President's Day | third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | first Monday in September |
| Thanksgiving Day | fourth Thursday in November |
| Christmas Eve | December 24 |
| Christmas Day | December 25 |
| New Year's Eve | December 31 |

If a holiday falls on an employee's regularly scheduled day off, the employee will receive a floating holiday, according to the provisions of Section 8.b, below. In such a case, the floating holiday will accrue on the date of the holiday.

B. **Floating Holidays.** In addition to the scheduled holidays identified above, employees receive one (1) floating holiday granted on July 1st of each year. The employee may use all floating holiday time at any time before the end of the fiscal year, as long as the employee has obtained the advance permission of his/her department head for the scheduling of the holiday. Unused floating holidays will be automatically cashed out at the end of the fiscal year. In case an employee terminates employment with the City, he or she will be fully compensated for any accrued, but unused, floating holidays.

C. **Amount of Holiday Pay.** Employees shall receive holiday pay, including floating holidays, in an amount equal to their regular schedule and rate of pay. For example, an employee who is assigned to a 4/10 schedule shall receive ten (10) hours of holiday pay, and an employee who is assigned to a 5/8 schedule shall receive eight (8) hours of holiday pay.

D. **Work on Holidays.** An employee who is scheduled and required to work on a date that the City has observed as a holiday shall be compensated at twice (2x) the employee's regular salary for all time actually worked on the date the holiday is observed. The employee shall not be provided with an alternative day off to observe the holiday or with a floating holiday.

## SECTION 9. ADMINISTRATIVE LEAVE AND/OR OVERTIME

In recognition of the long hours required to accomplish the requirements of the job, including attendance at numerous meetings outside normal working hours, department heads will be granted sixty (60) hours of administrative leave per fiscal year. The full sixty (60) hours shall be granted on July 1st of each year and shall not be allowed to carry over to the next fiscal year. This leave may be used to take time off, or sold back to the City at 100% of its monetary value. Department heads will not be eligible for overtime compensation.

Division managers shall receive either compensatory time or overtime pay (at the discretion of the department head) at their regular rate of pay ("straight" time) for the number of authorized hours worked over forty (40) per week. Vacation leave, sick leave, holidays, and other time not actually worked will not be counted towards the forty hours. If compensatory time is taken in lieu of paid overtime, no employee shall be permitted to accrue more than sixty (60) hours.

**SECTION 10. EMERGENCY CALL BACK**

Employees may be required to come to work outside of their regular working hours in case of an emergency. In such circumstances, all employees, with the exception of department heads, will be guaranteed at least two hours pay.

**SECTION 11. RETIREMENT**

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System (CalPERS). An employee may be eligible for one of three (3) benefit tiers pursuant to the City's contract with CalPERS. Information provided here is a summary of the benefits that are fully set forth in the City's contract with CalPERS, and in the case of a conflict, either party may request to reopen Article 20 regarding Retirement to meet and confer over the conflict and/or changes to the retirement. The applicable benefit tier available to an individual employee depends on his/her date of hire and/or status as "new member", which determines the retirement formula, final compensation calculation and employee contribution/cost sharing, as follows:

A. **Tier 1: Employees Hired Before March 19, 2012.** All full-time and three-quarter-time employees hired before March 19, 2012, including those who have a break in service and then later return to City employment, shall be provided with the CalPERS 2.5% @ 55 benefit formula. Final compensation is calculated as the highest average annual pensionable compensation earned during a period of twelve (12) consecutive months. The City will make all employer contributions required by CalPERS. The employee will be responsible for paying fifty percent (50%) of normal cost (currently eight percent (8%)). In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the member contribution will be recalculated based upon the updated required member contribution rate established by CalPERS to ensure the employee contributes fifty percent (50%) of normal cost. All employee paid contributions will be deducted from employees' salaries pre-tax.

B. **Tier 2: Employees Hired On or After March 19, 2012.** All full-time and three-quarter-time employees hired on or after March 19, 2012, including those who have a break in service and then later return to City employment, shall be provided with the PERS 2% @ 60 benefit formula, with final compensation calculated using the average of three (3) highest years of pensionable compensation. The City will make all employer contributions required by CalPERS. The employee will be responsible for contributing fifty percent (50%) of the normal costs (currently seven percent (7%)). In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the member contribution will be recalculated based upon the updated required member contribution rate established by CalPERS to ensure the employee contributes fifty percent (50%) of normal cost. All employee paid contributions will be deducted from employees' salaries pre-tax.

C. **Tier 3: Employees Hired On or After January 1, 2013.**

i. Full-time and three-quarter-time employees hired on or after January 1, 2013, who, within six (6) months of employment with the City, were either employed by a public employer that contracted with CalPERS or with another public retirement system with which CalPERS has reciprocity, shall be provided with the CalPERS 2% @ 60 benefit formula, with final compensation calculated using the average of three (3) highest years of pensionable compensation. The City will make all employer contributions required by CalPERS. The employee will be responsible for contributing fifty percent (50%) of the normal costs (currently seven percent (7%)). In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the member contribution will be recalculated based upon the updated required member contribution rate established by CalPERS to ensure the employee contributes fifty percent (50%) of normal cost. All employee paid contributions will be deducted from employees' salaries pre-tax.

ii. Any other full-time and three-quarter-time employees hired on or after January 1, 2013, who do not meet the criteria set forth in Section 20.c.i, above, shall be provided with the CalPERS 2% @ 62 benefit formula, with final compensation calculated using the average of the highest consecutive 36 months of pensionable compensation. The City will make all employer contributions required by CalPERS. The employee will be responsible for contributing fifty percent (50%) of the normal costs (currently six point five percent (6.5%)). In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the member contribution will be recalculated based upon the updated required member contribution rate established by CalPERS to ensure the employee contributes fifty percent (50%) of normal cost. All employee paid contributions will be deducted from employees' salaries pre-tax.

D. **Disability Retirement.** The City may request PERS to retire an employee who becomes physically or mentally unable to perform the duties of his or her position, or may be subject to further injury if employment is continued. The City may make every effort to transfer or reassign the partially disabled employee to another existing position within the classification plan before a request for disability retirement is made.

## SECTION 12. HEALTH INSURANCE

A. The City contracts with the California Public Employees Retirement System (CalPERS) to provide health insurance for all full and ¾ time regular employees; employees may choose from HMO and PPO options. The City will contribute toward the cost of any insurance program for employees and dependents. The City agrees to pay the cost of medical insurance premiums up to the following monthly amounts:

| | Full Time Employees | ¾ Time Employees |
|---|---|---|
| Employee Only | $362.68 | $272.01 |
| Employee + One | $725.36 | $544.02 |
| Employee + Two or More | $942.97 | $707.22 |

Employees will pay any excess premiums through payroll deduction on a pre-tax basis.

B. Employees who waive medical insurance coverage for their eligible dependents will be reimbursed by the City in an amount equal to 60% of the cost of the applicable premium. With proof of other coverage, employees who waive medical insurance coverage for themselves will also be reimbursed by the City in an amount equal to 60% of the cost of the applicable premium. Retirees will also be eligible for this cash-out benefit.

**SECTION 13. DENTAL INSURANCE**

The City will contract for dental insurance for all full and three-quarter (¾) time regular employees. Enrollment in the plan is mandatory and no cash alternative will be provided. The City agrees to pay the full cost of the premium for employees plus any eligible dependents, with no cash-out option.

**SECTION 14. VISION INSURANCE**

The City will contract for vision insurance for all full and three-quarter (¾) time regular employees. Enrollment in the plan is mandatory and no cash alternative will be provided. The City agrees to pay the full cost of the premium for employees plus any eligible dependents, with no cash-out option.

**SECTION 15. LIFE INSURANCE**

The City will contract for life insurance for full and three-quarter (¾) time regular employees. For full time employees, the life insurance benefit is the equivalent of employee's annual salary, up to $200,000. For three-quarter (¾) time employees, the calculation of annual salary will be based on their normal work schedule. The City agrees to pay the full cost of that basic life insurance premium. Full and three-quarter (¾) time employees will have the option to purchase, at their cost, voluntary supplemental life insurance.

**SECTION 16. SHORT AND LONG TERM DISABILITY INSURANCE**

The City will contract for short and long-term disability insurance for full and three-quarter (¾) time regular employees. The City agrees to pay the full cost of the disability insurance premium.

**SECTION 17. EMPLOYEE ASSISTANCE PROGRAM**

The City will contract for an Employee Assistance Program for full and three-quarter (¾) time regular employees, at no cost to the employee.

**SECTION 18. FITNESS CENTER MEMBERSHIP**

The City will provide a complimentary individual membership to the Duarte Fitness Center for each full and three-quarter (¾) time employee and retiree.

## SECTION 19. FLEXIBLE SPENDING ACCOUNTS

The City agrees to offer and maintain Health Care and Dependent Care Flexible Spending Accounts for the optional participation of full and three-quarter (¾) time employees.

## SECTION 20. DEFERRED COMPENSATION PROGRAM

The City will make a Section 457 deferred compensation program available to all full and three-quarter (¾) time regular employees that complies with the rules and regulations established by the Internal Revenue Service. Employees may voluntarily participate in the program through payroll deductions.

## SECTION 21. PROFESSIONAL MEMBERSHIP FEES

Employees may maintain membership in appropriate professional organizations. The costs for memberships in these organizations are legitimate City expenditures if requested for a regular employee, provided for in the annual City Budget, and approved in advance by the department head and City Manager.

## SECTION 22. TUITION REIMBURSEMENT PROGRAM

A. Regular employees are eligible to be reimbursed for 75% of the cost of college accredited academic courses, not to exceed $2,800 for full-time employees or $2,100 for three-quarter (¾) time employees, during any fiscal year. Exceptions to these limits may be authorized at the discretion of the City Manager, contingent on the availability of funds.

B. Courses must relate to the employee's job assignment or be job-oriented, and must be offered by a qualified training institution. In general, qualified training institutions are those colleges or universities that offer accredited course work transferable to other academic institutions. Courses must be taken on the employee's own time unless otherwise authorized by the department head and the City Manager.

C. Prior to enrolling in each course, semester, or quarter, an employee must first secure department head approval that the coursework is job-related and then submit to the City Manager a memo request for approval, along with the proposed expenditure estimate. The City Manager, in conjunction with the department head, will provide written approval or rejection of the request.

D. Within thirty (30) days of receipt of a passing grade, the employee must submit proof of a "C," "pass," or other appropriate notice of successful course completion, along with an expenditure claim and receipts for tuition, books, parking, or other required course materials.

## SECTION 23. COMPUTER LOAN PROGRAM

The City will continue its present employee computer loan program. Generally, benefited employees may have two active loans, in a total amount not to exceed three-thousand dollars

($3,000.00), for the purchase of new computer equipment. Loans will be interest-free and payable over a two-year period. The minimum loan payment will be 1/52 of the amount borrowed, and will be made through payroll deduction. The balances of any outstanding loans become due and payable upon termination, and will be deducted from an employee's final check. Continuation of the program is subject to annual budget appropriations by the City Council, and will be administered according to policies and procedures established by the City Manager.

## SECTION 24. SEVERANCE PAY

When a regular full-time employee is laid off, and when that employee's service is deemed to have been satisfactory, that employee will be entitled to receive severance pay as follows:

| Length of Service | Amount |
|---|---|
| Date of hire to 2 years | None |
| 2 years plus one day to 5 years | 1 month's salary |
| 5 years plus one day to 10 years | 2 month's salary |
| 10 years plus one day to 15 years | 3 month's salary |
| 15 years plus one day to 20 years | 4 month's salary |
| 20 years plus one day to 25 years | 5 month's salary |
| 25 years plus one day or more | 6 month's salary |

Employees terminated from employment due to physical inability to perform their job and eligible for worker's compensation benefits will not be entitled to severance pay. Any additional years of service purchased by the City towards retirement will be deducted from severance pay.

## SECTION 25. SEVERABILITY

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 26. EFFECTIVE DATE

The effective date of this resolution shall be July 1, 2015. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED, AND ADOPTED this 23rd day of June, 2015.

____________________________

Mayor Tzeitel Paras-Caracci

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. 15-13 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 23rd day of June, 2015 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California

# CITY COUNCIL STAFF REPORT

**Date:** June 23, 2015

**To:** Honorable Mayor and City Council

**From:** Rafael O. Casillas P.E., Public Works Manager ROC

**Subject:** Agreement For Cost Sharing For The Installation Of Monitoring Equipment And Monitoring Pursuant To The Harbor Toxic Pollutants TMDL

## SUMMARY

The United States Environmental Protection Agency and California Regional Water Quality Control Board, Los Angeles Region established Total Maximum Daily Loads (TMDL) for toxic pollutants with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters. The proposed action to be taken by City Council will approve an Agreement between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) and the City of Duarte to share costs and responsibilities of complying with the TMDL with other cities in the region. The estimated share costs for the City of Duarte are $3,123 for the first year and $1,703 for subsequent years.

## ANALYSIS

On May 11, 2011, the California Regional Water Quality Regional Control Board, Los Angeles Region adopted the "Dominguez Channel and Greater Harbor Toxic, Total Maximum Daily Loads". This TMDL requires cities and agencies (Permittees) tributary to the Los Angeles and San Gabriel Rivers to conduct monitoring for toxic pollutants as defined by that TMDL. These pollutants and the associated testing method require the installation of specialized monitoring equipment. To reduce the costs, the Gateway Water Management Authority (GWMA) has been requested to act as the fiduciary agent for the installation and operation of the monitoring equipment. All participating Permittees will share the cost, responsibility, and testing results.

The City has the option to conduct the required monitoring independently instead of joining with adjacent agencies. However, the City would need to install monitoring equipment and collect samples to conduct ongoing monitoring. The cost to conduct independent monitoring would be prohibitively expensive and impractical.

Since this is the case for most cities, the Permittees have worked together with the GWMA to develop a cost sharing agreement that will allow the GWMA to conduct pollutant monitoring on behalf of the Permittees, with the cost to be shared among agencies. Each agency will be assessed a base rate plus an additional rate on the area of the jurisdiction. The GWMA has agreed to act as the fiduciary agent for the TMDL monitoring project and has experience with similar projects such as the Lower Los Angeles and Lower San Gabriel River and Los Cerritos Channel Watershed Management Programs.

Entering into the Agreement with GWMA will allow the City of Duarte to share the costs and responsibilities of complying with the TMDL with other Permittees. This will save the City substantial costs and resources that would otherwise be required to independently comply with the TMDL.

## FISCAL IMPACT

The estimated share cost will be $3,123 for the first year and $1,703 for subsequent years. These are preliminary estimates which are likely to change as the number of participants is confirmed and final installation and monitoring costs are established. GWMA will also assess a 5% administrative fee for cities that are not members of the GWMA, including the City of Duarte, to cover the cost of administering the program. These costs are related to Municipal Sanitary Storm Sewers (MS4) and are therefore to be paid from MS4 Funding.

If the City opts to not enter into the Agreement with GWMA, the City will be responsible for installing and operating its own monitoring equipment. Costs to install the monitoring equipment will cost approximately $100,000 with annual monitoring costs of nearly $40,000.

## RECOMMENDATION

Staff recommends that City Council: approve an agreement between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) and the City of Duarte for the estimated share cost of $3,123 (1st year installation and operations) and $1,703 (2nd year and subsequent years); and authorize the City Manager to execute the agreement.

## ATTACHMENTS

**Attachment A** – Agreement GWMA-Duarte

# AGREEMENT
# BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY AND THE CITY OF DUARTE

## FOR COST SHARING FOR THE INSTALLATION OF MONITORING EQUIPMENT AND MONITORING PURSUANT TO THE HARBOR TOXIC POLLUTANTS TMDL

This Agreement is made and entered into as of May 29, 2015, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the City of Duarte, (the "Permittee").

## RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area;

WHEREAS, for the purposes of this Agreement, the term "MS4 Permittees" shall mean those public agencies that are co-permittees to a National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order ("MS4 Permit") issued by the Los Angeles Regional Water Quality Control Board;

WHEREAS, the United States Environmental Protection Agency established the Total Maximum Daily Loads ("TMDL") for Toxic Pollutants on March 23, 2012, with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters ("Harbor Toxic Pollutants TMDL");

WHEREAS, the Harbor Toxic Pollutants TMDL regulates certain discharges from National Pollutant Discharge Elimination System ("NPDES") permit holders, requiring organization and cooperation among the Permittees;

WHEREAS, the Permittee manages, drains or conveys storm water into at least a portion of the Los Angeles River including the estuary or Coyote Creek or the San Gabriel River including the estuary;

WHEREAS, various MS4 Permittees desire to facilitate the achievement of the objectives of the Harbor Toxic Pollutants TMDL by installing one monitoring station in the Los Angeles River at Wardlow Road, one monitoring station in the San Gabriel River near Spring Street, and one monitoring station in the Coyote Creek, also near Spring Street and conducting monitoring at said monitoring stations (collectively "Monitoring Stations") to ensure consistency with other regional monitoring programs and usability with other TMDL related studies;

WHEREAS, installation of the Monitoring Stations and future monitoring requires administrative coordination for the various MS4 Permittees that the GWMA can provide;

WHEREAS, individual MS4 permittees that are not GWMA members have indicated a desire to participate in the cost sharing for the installation of the Monitoring Stations and the costs of monitoring conducted at the Monitoring Stations (collectively "Monitoring Costs");

WHEREAS, the GWMA Board of Directors authorized the GWMA to enter into individual separate agreements with such individual MS4 Permittees (which shall not have voting rights in any group relating to the GWMA Members) for purposes of only cost sharing in the Monitoring Costs;

WHEREAS, the members of the GWMA are the Cities of Artesia, Bell, Bell Gardens, Bellflower, Cerritos, Commerce, Cudahy, Downey, Hawaiian Gardens, Huntington Park, La Mirada, Lakewood, Long Beach, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, Central Basin Municipal Water District and the Long Beach Water Department ("GWMA Members");

WHEREAS, because GWMA Members already currently pay annual membership fees that pay for GWMA administrative costs, GWMA Members that participate in the cost share for the Monitoring Costs shall pay a three percent (3%) administrative fee on each payment to cover various administrative costs;

WHEREAS, MS4 Permittees that are not GWMA Members that participate in the cost share for the Monitoring Costs shall pay a five percent (5%) administrative fee on each payment to cover various administrative costs;

WHEREAS, currently a majority of MS4 Permittees tributary to the Los Angeles and San Gabriel River systems have committed to cost share for the Monitoring Costs;

WHEREAS, because of the financial savings and benefits resulting from this cost-sharing arrangement, other MS4 Permittees may request to participate in the cost sharing of the Monitoring Costs;

WHEREAS, the cost-share formula, set forth in Exhibit "A" of this Agreement, currently assumes the participation of the maximum number of MS4 Permittees required to comply with the monitoring requirements of the Harbor Toxic Pollutants TMDL;

WHEREAS, it is currently unknown how many MS4 Permittees will ultimately participate in the cost sharing of the Monitoring Costs;

WHEREAS, because some definite maximum cost share amount per participating Permittee is required for planning purposes, this Agreement requires each participating Permittee to submit an initial payment that includes the first year payment plus a deposit that is 25% of the first year payment cost identified in Exhibit "A" of this Agreement, to account for possible non-participation of some MS4 Permittees in the cost share for the Monitoring Costs;

WHEREAS, depending on how many MS4 Permittees ultimately participate in the cost sharing for the Monitoring Costs, each participating Permittee's annual cost share amount will be adjusted and the GWMA will notify each participating Permittee of its adjusted annual cost share amount in writing;

WHEREAS, the "Initial Payment Amount" and the "Annual Payment Amount" identified in Section 8 ("Financial Terms") of this Agreement represent the maximum dollar amounts that the Permittee is required to submit to the GWMA, but may be reduced based on the final number of MS4 Permittees that participate in the cost sharing for the Monitoring Costs;

WHEREAS, if the actual cost share amount is less than the Initial Payment Amount paid by the Permittee, the GWMA will notify the Permittee and shall credit any balance in excess of the actual cost share amount towards the Permittee's "Annual Payment Amount" in subsequent years;

WHEREAS, the Permittee desires to share in the Monitoring Costs;

WHEREAS, the Permittee and the GWMA are collectively referred to as the "Parties";

WHEREAS, the Parties have determined that authorizing GWMA to hire additional consultant as necessary to install the Monitoring Stations and conduct the monitoring required by the Harbor Toxic Pollutants TMDL will be beneficial to the Parties;

WHEREAS, the Permittee agrees to pay: (a) its proportional share of the Monitoring Costs to be incurred by the GWMA in accordance with the Cost Sharing Formula reflected in **Exhibit "A",** (b) a deposit of 25% of the initial cost share amount and a deposit of 25% of the annual cost share amount; and (c) applicable administrative fees to cover administrative costs; and

WHEREAS, the role of the GWMA is to: (1) invoice and collect funds from the Permittee to cover its portion of the Monitoring Costs; and (2) hire and retain consultants to install Monitoring Stations and conduct monitoring at the Monitoring Stations.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this Agreement.

Section 2. Purpose. The purpose of this Agreement is for the Permittee to cost share in the Monitoring Costs.

Section 3. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this Agreement.

Section 4. Voluntary Nature. The Parties voluntarily enter into this Agreement.

Section 5. Binding Effect. This Agreement shall become binding on GWMA and the Permittee.

Section 6. Term. This Agreement shall commence on July 1, 2015 and shall expire on June 30, 2018, unless terminated earlier pursuant to this Agreement.

Section 7. Role of the GWMA.

(a) The GWMA shall invoice and collect funds from the Permittee to cover the Monitoring Costs; and

(b) The GWMA shall administer the consultants' contracts for the Monitoring Costs.

Section 8. Financial Terms.

(a) Initial Payment Amount. The Permittee shall pay no more than Four Thousand Fifty-Nine Dollars and Ninety Cents ($4,059.90) for the initial payment ("Initial Payment Amount") , for the 2015-2016 fiscal year to the GWMA for managing the installation of the Monitoring Stations and the monitoring data collected at the Monitoring Stations for the 2015-2016 fiscal year. This Initial Payment Amount includes: (1) the Permittee's cost share amount ("Cost Share Amount") identified in **Exhibit "A"**, attached hereto and incorporated herein; (2) the administrative fee identified in subsection (c) of this Section 8; and (3) a deposit in the amount of 25% of the Permittee's Cost Share Amount identified in **Exhibit "A"**.

(b) Annual Payment Amount. For each subsequent fiscal year, commencing with the 2016-2017 fiscal year, the Permittee shall pay no more than Two Thousand Two Hundred Thirteen Dollars and Ninety Cents ($2,213.90) ("Annual Payment Amount") annually on a fiscal year (July 1st to June 30th) basis to the GWMA in exchange for the monitoring data collected from the Monitoring Stations. This price assumes the participation of the maximum number of MS4 Permittees subject to the Harbor Toxic Pollutants TMDL. This Annual Payment Amount includes: (1) the Permittee's Cost Share Amount identified in **Exhibit "A"**, attached hereto and incorporated herein; (2) the administrative fee identified in subsection (c) of this Section 8; and (3) a deposit in the amount of 25% of the Permittee's Cost Share Amount identified in **Exhibit "A"**.

(c) Adjustment of Cost Share Based on Number of Participants. The "Initial Payment Amount" and the "Annual Payment Amount" identified in Section 8 ("Financial Terms") of this Agreement represent the maximum dollar amounts that the Permittee is required to submit to the GWMA, but may be reduced based on the final number of MS4 Permittees that participate in the cost sharing for the Monitoring Costs. In the event that fewer than the maximum number of MS4 Permittees participate, the GWMA will notify the Permittee in writing that the Permittee's cost share amount will be adjusted accordingly. If the Permittee's actual cost share amount plus administrative costs are less than the Initial Payment Amount paid by the Permittee, the GWMA will notify the Permittee in writing and shall credit any balance in excess of the actual cost share amount towards the Permittee's "Annual Payment Amount" in subsequent years;

(d) Administrative Costs. As part of the Initial Payment Amount and the Annual Payment Amount, the Permittee shall also pay its proportional share of the GWMA's staff time for hiring the consultants and invoicing the Permittee, audit expenses and other overhead costs, including reasonable legal fees incurred by the GWMA in the performance of its duties under this Agreement ("Administrative Costs"). The GWMA shall charge five percent (5%) of each Permittee's Cost Share Amount identified in **Exhibit "A"** to the Permittee's annual invoice to cover the Permittee's share of the Administrative Costs.

(e) The Permittee's Initial Payment Amount shall cover the 2015-2016 fiscal year and is due upon execution of this Agreement, but in no event later than June 30, 2015. For each subsequent fiscal year, commencing with the 2016-2017 fiscal year, the GWMA shall submit annual invoices to the Permittee for the Annual Payment Amount no later than the April 1st prior to the new fiscal year.

(f) Upon receiving an invoice from the GWMA, the Permittee shall pay the invoiced amount to the GWMA within thirty (30) days of the invoice's date.

(g) The Permittee shall be delinquent if its invoiced payment is not received by the GWMA within forty-five (45) days after the invoice's date. If the Permittee is delinquent, the GWMA will: 1) verbally contact the representative of the Permittee; and 2) submit a formal letter from the GWMA Executive Officer to the Permittee at the address listed in Section 12 of this Agreement. If payment is not received within sixty (60) days of the original invoice date, the GWMA may terminate this Agreement. However, no such termination may be ordered unless the GWMA first provides the Permittee with thirty (30) days written notice of its intent to terminate the Agreement. The terminated Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination. If the GWMA terminates this Agreement because the Permittee is delinquent in its payment, the Permittee shall no longer be entitled to the monitoring data collected from the Monitoring Stations.

(h) Any delinquent payments by the Permittee shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund during the time that the payment is delinquent.

Section 9. Independent Contractor.

(a) The GWMA is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this Agreement. The GWMA's officers, officials, employees and agents shall at all times during the term of this Agreement be under the exclusive control of the GWMA. The Permittee cannot control the conduct of the GWMA or any of its officers, officials, employees or agents. The

GWMA and its officers, officials, employees, and agents shall not be deemed to be employees of the Permittee.

(b) The GWMA is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and consultants performing services hereunder.

Section 10. Indemnification and Insurance.

(a) The Permittee shall defend, indemnify and hold harmless the GWMA and its officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA) for negligent or intentional acts, errors and omissions committed by the Permittee or its officers, employees, and agents, arising out of or related to that Permittee's performance under this Agreement, except for such loss as may be caused by GWMA's negligence or that of its officers, employees, or other representatives and agents, excluding the consultant.

(b) GWMA makes no guarantee or warranty that any monitoring data prepared by the consultants shall be approved by the relevant governmental authorities. GWMA shall have no liability to the Permittee for the negligent or intentional acts or omissions of GWMA's consultants. The Permittee's sole recourse for any negligent or intentional act or omission of GWMA's consultants shall be against consultants and their insurance.

Section 11. Termination.

(a) The Permittee may terminate this Agreement for any reason, or no reason, by giving the GWMA prior written notice thereof, but the Permittee shall remain responsible for its entire Annual Payment Amount through the end of the current fiscal year during which Permittee terminates the Agreement and shall not be entitled any refund of any portion of said Annual Payment Amount. Moreover, unless the Permittee provides written notice of termination to the GWMA by February 15th immediately prior to the new fiscal year, the Permittee shall also be responsible for its Annual Payment Amount through the end of the new fiscal year (*e.g.*, If the Permittee terminates on March 1$^{st}$, 2016, the Permittee is responsible for the Annual Payment Amounts for both FY 2015-2016 and FY 2016-2017. If the Permittee terminates on February 10, 2016, the Permittee is responsible for its Annual Payment Amount only for FY 2015-2016, not for FY 2016-2017). If the Permittee terminates the Agreement, the Permittee shall remain liable for any loss, debt, or liability otherwise incurred through the end of the new fiscal year.

(b) The GWMA may, with a vote of the GWMA Board, terminate this Agreement upon not less than thirty (30) days written notice to the Permittee. Any remaining funds not due and payable or otherwise legally committed to Consultant shall be returned to the Permittee.

Section 12. Miscellaneous.

(a) The Permittee has been accepted as a participant in the cost sharing for the Monitoring Costs and shall not be entitled to appoint a representative or to vote or participate in any way in decisions assigned to GWMA Members. Participant status entitles the Permittee only to the monitoring data collected from the Monitoring Stations for any fiscal year in which the participant has paid its Annual Payment Amount.

(b) Notices. All Notices which the Parties require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA:

Ms. Toni Penn
GWMA Administrative/Accounting Assistant
GWMA
16401 Paramount Boulevard
Paramount, CA 90723

To the Permittee:

Mr. Darrell George
City Manager
City of Duarte
1600 Huntington Drive Duarte,
CA 91010
dgeorge@accessduarte.com

(c) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by a written instrument signed by all Parties.

(d) Waiver. Waiver by either the GWMA or the Permittee of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or the Permittee, to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this Agreement.

(e) Law to Govern; Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.

(f) No Presumption in Drafting. The Parties to this Agreement agree that the general rule than an agreement is to be interpreted against the Party drafting it, or causing it to be prepared, shall not apply.

(g) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be read and construed without the invalid, void, or unenforceable provisions(s).

(h) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this Agreement.

(j) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.

(k) Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of Permittee warrants and represents that he or she has the authority to execute this Agreement on behalf of the Permittee and has the authority to bind Permittee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf, respectively, as follows:

DATE:________________

LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS
AUTHORITY

______________________________
Christopher S. Cash
GWMA Chair

DATE: ________________

PERMITTEE
City of Duarte

______________________________
Signature

______________________________
Print Name

______________________________
Print Title

**EXHIBIT "A"**

**COST SHARE MATRIX ATTACHED**

# Harbor Toxics TMDL Monitoring

## Los Angeles River Watersheds

| | | | | (50% equal share, 50% by area) Installation and 1st Year's operations $110,000 | | | (50% equal share, 50% by area) 2nd Year and subsequent years $60,000 | | |
|---|---|---|---|---|---|---|---|---|---|
| Group Name | Cities/ Permittees Involved | Area (acres) | Area | Base Cost | Area Cost | Total Cost | Base Cost | Area Cost | Total Cost |
| Upper Los Angeles River Watershed Group | Alhambra | 4,884 | 1.3% | $653 | $687 | $1,340 | $356 | $375 | $731 |
| | Burbank | 11,095 | 3.0% | $653 | $1,561 | $2,214 | $356 | $852 | $1,208 |
| | Calabasas | 4,006 | 1.1% | $653 | $564 | $1,217 | $356 | $307 | $664 |
| | Glendale | 19,588 | 5.3% | $653 | $2,756 | $3,409 | $356 | $1,503 | $1,860 |
| | Hidden Hills | 961 | 0.3% | $653 | $135 | $788 | $356 | $74 | $430 |
| | La Canada Flintridge | 5,534 | 1.5% | $653 | $779 | $1,432 | $356 | $425 | $781 |
| | Los Angeles | 181,288 | 48.8% | $653 | $25,511 | $26,164 | $356 | $13,915 | $14,271 |
| | Montebello | 5,356 | 1.4% | $653 | $754 | $1,407 | $356 | $411 | $767 |
| | Monterey Park | 4,952 | 1.3% | $653 | $697 | $1,350 | $356 | $380 | $736 |
| | Pasadena | 14,805 | 4.0% | $653 | $2,083 | $2,737 | $356 | $1,136 | $1,493 |
| | Rosemead | 3,311 | 0.9% | $653 | $466 | $1,119 | $356 | $254 | $610 |
| | San Gabriel | 2,645 | 0.7% | $653 | $372 | $1,025 | $356 | $203 | $559 |
| | San Marino | 2,410 | 0.6% | $653 | $339 | $992 | $356 | $185 | $541 |
| | South Pasadena | 2,186 | 0.6% | $653 | $308 | $961 | $356 | $168 | $524 |
| | Temple City | 2,577 | 0.7% | $653 | $363 | $1,016 | $356 | $198 | $554 |
| | Unincorporated | 40,553 | 10.9% | $653 | $5,707 | $6,360 | $356 | $3,113 | $3,469 |
| Lower Los Angeles River Watershed | Downey | 3,546 | 1.0% | $1,306 | $499 | $1,805 | $713 | $272 | $985 |
| | Lakewood | 51 | 0.0% | $1,306 | $7 | $1,313 | $713 | $4 | $716 |
| | Long Beach | 12,301 | 3.3% | $1,306 | $1,731 | $3,037 | $713 | $944 | $1,657 |
| | Lynwood | 3,098 | 0.8% | $1,306 | $436 | $1,742 | $713 | $238 | $950 |
| | Paramount | 1,997 | 0.5% | $1,306 | $281 | $1,587 | $713 | $153 | $866 |
| | Pico Rivera | 1,510 | 0.4% | $1,306 | $212 | $1,519 | $713 | $116 | $828 |
| | Signal Hill | 774 | 0.2% | $1,306 | $109 | $1,415 | $713 | $59 | $772 |
| | South Gate | 4,704 | 1.3% | $1,306 | $662 | $1,968 | $713 | $361 | $1,074 |
| Rio Hondo/San Gabriel River Water Quality Group | Arcadia | 6,912 | 1.9% | $1,493 | $973 | $2,466 | $814 | $531 | $1,345 |
| | Azusa | 0 | 0.0% | $1,493 | $0 | $1,493 | $814 | $0 | $814 |
| | Bradbury | 512 | 0.1% | $1,493 | $72 | $1,565 | $814 | $39 | $854 |
| | Duarte | 832 | 0.2% | $1,493 | $117 | $1,610 | $814 | $64 | $878 |
| | Monrovia | 5,056 | 1.4% | $1,493 | $711 | $2,204 | $814 | $388 | $1,202 |
| | Sierra Madre | 1,792 | 0.5% | $1,493 | $252 | $1,745 | $814 | $138 | $952 |
| | Unincorporated | 1,792 | 0.5% | $1,493 | $252 | $1,745 | $814 | $138 | $952 |
| Upper Reach 2 Group | Bell | 1,676 | 0.5% | $1,493 | $236 | $1,729 | $814 | $129 | $943 |
| | Bell Gardens | 1,577 | 0.4% | $1,493 | $222 | $1,715 | $814 | $121 | $935 |
| | Commerce | 4,195 | 1.1% | $1,493 | $590 | $2,083 | $814 | $322 | $1,136 |
| | Cudahy | 786 | 0.2% | $1,493 | $111 | $1,603 | $814 | $60 | $875 |
| | Huntington Park | 1,930 | 0.5% | $1,493 | $272 | $1,764 | $814 | $148 | $962 |
| | Maywood | 754 | 0.2% | $1,493 | $106 | $1,599 | $814 | $58 | $872 |
| | Vernon | 3,298 | 0.9% | $1,493 | $464 | $1,957 | $814 | $253 | $1,067 |
| Other | El Monte | 4,482 | 1.2% | $5,225 | $631 | $5,856 | $2,850 | $344 | $3,194 |
| | South El Monte | 1,577 | 0.4% | $5,225 | $222 | $5,447 | $2,850 | $121 | $2,971 |
| LACFCD (5%) | -- | -- | -- | -- | -- | $5,500 | -- | -- | $3,000 |
| | Totals | 371,303 | 100.0% | $52,250 | $52,250 | $104,500 | $28,500 | $28,500 | $57,000 |

*- GWMA members will pay an additional 3% in administrative costs*

*- Non-GWMA members will an additional 5% in administrative costs*

*- GWMA will collect a 25% deposit on each cost share amount listed in case a city decides to drop out*

*Should the following cities elect to participate, their fees will be as shown below.*

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Carson | 54 | | $5,225 | $8 | $5,233 | $2,850 | $4 | $2,854 |
| Compton | 6,060 | | $5,225 | $848 | $6,073 | $2,850 | $485 | $3,335 |
| San Fernando | 1,518 | | $653 | $213 | $866 | $356 | $116 | $472 |

Last update 5/28/2015

***Area is preliminary and subject to revisions.***

# Harbor Toxics TMDL Monitoring

## Los Angeles River Watersheds

| Cost Share Breakdown | |
|---|---|
| Base Cost | |
| | |
| Area Cost | |
| LACFCD Contribution | |
| Total | |

| Additional Monitoring | |
|---|---|
| Gateway Cities | |
| Non-Gateway Cities | |

| Participating | |
|---|---|
| Agencies | |

| Cost | |
|---|---|
| 1st Year | $ 110,000 |
| 2nd Year | $ 60,000 |

Last update 5/28/2015

*Area is preliminary and subject to revisions.*

# Harbor Toxics TMDL Monitoring
## San Gabriel River Watersheds

| Group Name | Cities/ Permittees Involved | Area (acres) | Area | Installation and 1st Year's operations $110,000 (50% equal share, 50% by area) Base Cost | Area Cost | Total Cost | 2nd Year and subsequent years $60,000 (50% equal share, 50% by area) Base Cost | Area Cost | Total Cost |
|---|---|---|---|---|---|---|---|---|---|
| Rio Hondo/San Gabriel River Water Quality Group | Arcadia | 128 | 0.1% | $1,493 | $41 | $1,534 | $814 | $22 | $837 |
| | Azusa | 5,952 | 3.6% | $1,493 | $1,897 | $3,389 | $814 | $1,035 | $1,849 |
| | Bradbury | 704 | 0.4% | $1,493 | $224 | $1,717 | $814 | $122 | $937 |
| | Duarte | 64 | 0.0% | $1,493 | $20 | $1,513 | $814 | $11 | $825 |
| | Monrovia | 64 | 0.0% | $1,493 | $20 | $1,513 | $814 | $11 | $825 |
| | Sierra Madre | 0 | 0.0% | $1,493 | $0 | $1,493 | $814 | $0 | $814 |
| | Unincorporated | 1,344 | 0.8% | $1,493 | $428 | $1,921 | $814 | $234 | $1,048 |
| Upper San Gabriel River | Baldwin Park | 4,335 | 2.6% | $1,742 | $1,381 | $3,123 | $950 | $753 | $1,703 |
| | Covina | 4,481 | 2.7% | $1,742 | $1,428 | $3,170 | $950 | $779 | $1,729 |
| | Glendora | 9,307 | 5.7% | $1,742 | $2,966 | $4,707 | $950 | $1,618 | $2,568 |
| | Industry | 7,647 | 4.7% | $1,742 | $2,437 | $4,178 | $950 | $1,329 | $2,279 |
| | La Puente | 2,207 | 1.3% | $1,742 | $703 | $2,445 | $950 | $384 | $1,334 |
| | Unincorporated | 40,812 | 24.9% | $1,742 | $13,005 | $14,746 | $950 | $7,093 | $8,043 |
| East San Gabriel Valley Watershed Management Area | Claremont | 5,790 | 3.5% | $2,613 | $1,845 | $4,457 | $1,425 | $1,006 | $2,431 |
| | La Verne | 5,030 | 3.1% | $2,613 | $1,603 | $4,215 | $1,425 | $874 | $2,299 |
| | Pomona | 7,929 | 4.8% | $2,613 | $2,527 | $5,139 | $1,425 | $1,378 | $2,803 |
| | San Dimas | 8,539 | 5.2% | $2,613 | $2,721 | $5,333 | $1,425 | $1,484 | $2,909 |
| Lower San Gabriel River | Bellflower | 1,216 | 0.7% | $1,045 | $387 | $1,432 | $570 | $211 | $781 |
| | Cerritos | 5,645 | 3.4% | $1,045 | $1,799 | $2,844 | $570 | $981 | $1,551 |
| | Diamond Bar | 4,563 | 2.8% | $1,045 | $1,454 | $2,499 | $570 | $793 | $1,363 |
| | Downey | 4,237 | 2.6% | $1,045 | $1,350 | $2,395 | $570 | $736 | $1,306 |
| | Lakewood | 1,293 | 0.8% | $1,045 | $412 | $1,457 | $570 | $225 | $795 |
| | Long Beach | 2,138 | 1.3% | $1,045 | $681 | $1,726 | $570 | $372 | $942 |
| | Norwalk | 6,246 | 3.8% | $1,045 | $1,990 | $3,035 | $570 | $1,086 | $1,656 |
| | Pico Rivera | 3,929 | 2.4% | $1,045 | $1,252 | $2,297 | $570 | $683 | $1,253 |
| | Santa Fe Springs | 5,683 | 3.5% | $1,045 | $1,811 | $2,856 | $570 | $988 | $1,558 |
| | Whittier | 9,382 | 5.7% | $1,045 | $2,990 | $4,035 | $570 | $1,631 | $2,201 |
| Other | El Monte | 1,577 | 1.0% | $2,613 | $503 | $3,115 | $1,425 | $274 | $1,699 |
| | Irwindale | 6,152 | 3.8% | $2,613 | $1,960 | $4,573 | $1,425 | $1,069 | $2,494 |
| | South El Monte | 1,823 | 1.1% | $2,613 | $581 | $3,193 | $1,425 | $317 | $1,742 |
| | Walnut | 5,757 | 3.5% | $2,613 | $1,834 | $4,447 | $1,425 | $1,001 | $2,426 |
| LACFCD (5%) | -- | -- | -- | -- | -- | $5,500 | -- | -- | $3,000 |
| | **Totals** | **163,974** | **100.0%** | **$52,250** | **$52,250** | **$104,500** | **$28,500** | **$28,500** | **$57,000** |

*- GWMA members will pay an additional 3% in administrative costs*
*- Non-GWMA members will an additional 5% in administrative costs*
*- GWMA will collect a 25% deposit on each cost share amount listed in case a city decides to drop out*

*Should the following cities elect to participate, their fees will be as shown below.*

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| La Habra Heights | 700 | | $2,613 | $224 | $2,837 | $1,425 | $119 | $1,544 |
| West Covina | 10,283 | | $1,742 | $3,291 | $5,033 | $950 | $1,748 | $2,698 |

Last update 5/28/2015

***Area is preliminary and subject to revisions.***

## Harbor Toxics TMDL Monitoring

### San Gabriel River Watersheds

| Cost Share Breakdown | |
|---|---|
| Base Cost | |
| | |
| Area Cost | |
| LACFCD Contribution | |
| Total | |

| Additional Monitoring | |
|---|---|
| Gateway Cities | |
| Non-Gateway Cities | |

| Participating | |
|---|---|
| Agencies | |

| Cost | |
|---|---|
| 1st Year | $ 110,000 |
| 2nd Year | $ 60,000 |

*Area is preliminary and subject to revisions.*

Last update 5/28/2015

# Harbor Toxics TMDL Monitoring

## Coyote Creek Watersheds

| | | | | (50% equal share, 50% by area) Installation and 1st Year's operations $110,000 | | | (50% equal share, 50% by area) 2nd Year and subsequent years $60,000 | | |
|---|---|---|---|---|---|---|---|---|---|
| Group Name | Cities/ Permittees Involved | Area (acres) | Area | Base Cost | Area Cost | Total Cost | Base Cost | Area Cost | Total Cost |
| Lower San Gabriel River | Artesia | 1,037 | 2.0% | $2,613 | $1,062 | $3,675 | $1,425 | $579 | $2,004 |
| | Cerritos | 5,645 | 11.1% | $2,613 | $5,781 | $8,394 | $1,425 | $3,153 | $4,578 |
| | Diamond Bar | 4,563 | 8.9% | $2,613 | $4,673 | $7,286 | $1,425 | $2,549 | $3,974 |
| | Hawaiian Gardens | 614 | 1.2% | $2,613 | $629 | $3,241 | $1,425 | $343 | $1,768 |
| | La Mirada | 5,018 | 9.8% | $2,613 | $5,139 | $7,752 | $1,425 | $2,803 | $4,228 |
| | Lakewood | 1,293 | 2.5% | $2,613 | $1,324 | $3,937 | $1,425 | $722 | $2,147 |
| | Long Beach | 2,138 | 4.2% | $2,613 | $2,190 | $4,802 | $1,425 | $1,194 | $2,619 |
| | Norwalk | 6,246 | 12.2% | $2,613 | $6,397 | $9,009 | $1,425 | $3,489 | $4,914 |
| | Santa Fe Springs | 5,683 | 11.1% | $2,613 | $5,820 | $8,433 | $1,425 | $3,175 | $4,600 |
| | Whittier | 9,382 | 18.4% | $2,613 | $9,608 | $12,221 | $1,425 | $5,241 | $6,666 |
| Other | Unincorporated | 9,400 | 18.4% | $26,125 | $9,627 | $35,752 | $14,250 | $5,251 | $19,501 |
| LACFCD (5%) | -- | -- | -- | -- | -- | $5,500 | -- | -- | $3,000 |
| | Totals | 51,019 | 100.0% | $52,250 | $52,250 | $104,500 | $28,500 | $28,500 | $57,000 |

*- GWMA members will pay an additional 3% in administrative costs*

*- Non-GWMA members will an additional 5% in administrative costs*

*- GWMA will collect a 25% deposit on each cost share amount listed in case a city decides to drop out*

*Should La Habra Heights choose to participate, the fee will be as below and the fee for Unincorporated will change as shown below.*

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| La Habra Heights | 3,242 | | $13,063 | $3,307 | $16,369 | $7,125 | $1,816 | $8,941 |
| Unincorporated | 9,400 | | $13,063 | $9,588 | $22,651 | $7,125 | $5,264 | $12,389 |

Last update 5/28/2015

***Area is preliminary and subject to revisions.***

# Harbor Toxics TMDL Monitoring
## Coyote Creek Watersheds

| Cost Share Breakdown | |
|---|---|
| Base Cost | |
| | |
| Area Cost | |
| LACFCD Contribution | |
| Total | |

| Additional Monitoring | |
|---|---|
| Gateway Cities | |
| Non-Gateway Cities | |

| Participating | |
|---|---|
| Agencies | |

| Cost | |
|---|---|
| 1st Year | $ 110,000 |
| 2nd Year | $ 60,000 |

Last update 5/28/2015

*Area is preliminary and subject to revisions.*

# MEMORANDUM

**TO:** Mayor and Councilmembers

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

**DATE:** June 18, 2015

**SUBJECT:** Conference Attendance – City Council Meeting of June 23, 2015

San Gabriel Valley Economic Partnership
12th Annual Awards Gala
September 12, 2015 – 6:30pm – 10:30pm
Rose Hills Memorial Park, Whittier
$275 per ticket

12TH ANNUAL

SAN GABRIEL VALLEY

# AWARDS GALA

SEPTEMBER 12, 2015

**ROSE HILLS MEMORIAL PARK**

3888 Workman Mill Rd.
Whittier, CA 90601

Reception
**6:30 p.m.**

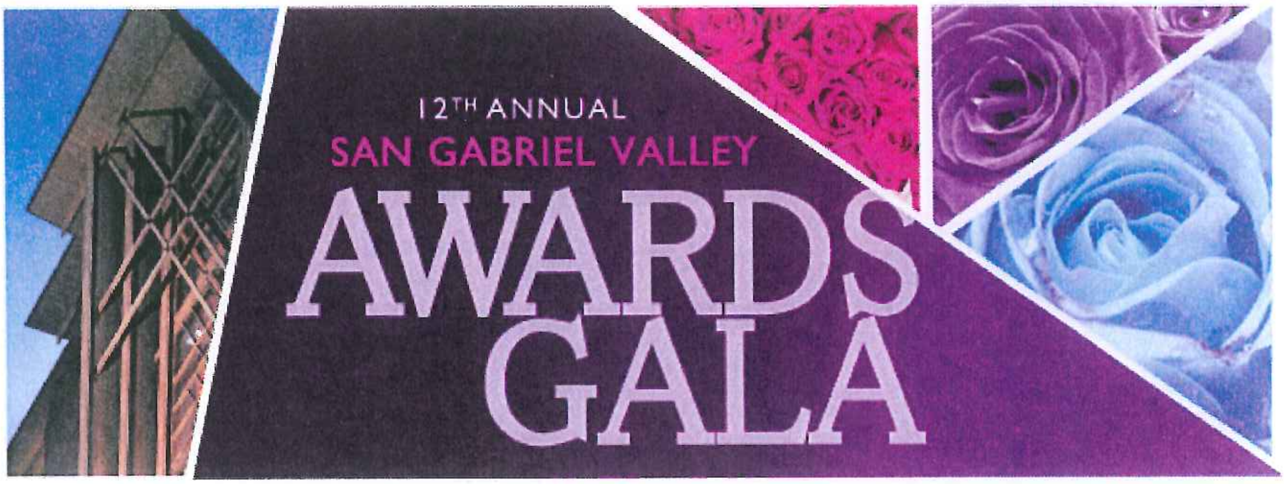
Dinner and Awards
**7:30 p.m.**

**Sponsorship Opportunities Available**

SAN GABRIEL VALLEY
ECONOMIC PARTNERSHIP

Enrich the quality of life and economic vitality of the San Gabriel Valley

The San Gabriel Valley Annual Awards Gala honors outstanding individuals and organizations in the San Gabriel Valley who are making a significant contribution to the quality of life and economic vitality of the region. Past recipients include Foothill Transit, Cathay Bank, Huntington Hospital, Huy Fong Foods, City of Hope, Snak King, AeroVironment, USC President C. L. Max Nikias, Pasadena Mayor Bill Bogaard, the Majestic Realty Foundation, and Unical Aviation.




# 12th Annual San Gabriel Valley Awards Gala

San Gabriel Valley Economic Partnership
Saturday, September 12, 2015 from 6:30 PM to 10:30 PM (PDT)
Whittier, CA

## Ticket Information

| TICKET TYPE | SALES END | PRICE | FEE | QUANTITY |
|---|---|---|---|---|
| Individual Reservation | Sep 11, 2015 | $275.00 | $0.00 | 1 |

Order Now

# CITY COUNCIL STAFF REPORT

**Date:** June 23, 2015

**To:** Honorable Mayor and City Council

**From:** Rafael O. Casillas P.E., Public Works Manager ROC

**Subject:** Authorize The City Manager To Submit The Enhanced Watershed Management Program Plan On Behalf Of The Rio Hondo/San Gabriel River Water Quality Group (Consisting Of The Cities Of Arcadia, Azusa, Bradbury, Monrovia, Sierra Madre, County Of Los Angeles, And Los Angeles County Flood Control District) To The California Regional Water Quality Control Board, Los Angeles Region, In Accordance With The National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit

## SUMMARY

On November 8, 2012, the California Regional Water Quality Control Board (CRWQCB), Los Angeles Region adopted the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit ("MS4 Permit"), municipalities are required to submit an Enhanced Watershed Management Program ("EWMP") plan to the California Regional Water Quality Control Board, Los Angeles Region ("Regional Board") by June 28, 2015. The EWMP is a pathway to compliance with the new stormwater regulations and Total Maximum Daily Load ("TMDL") requirements.

In February 2013, the Cities of Arcadia, Azusa, Bradbury, Duarte, Monrovia, and Sierra Madre, the County of Los Angeles, and Los Angeles County Flood Control District formed the Rio Hondo/San Gabriel River Water Quality Group ("RH/SGRWQG") to pursue the collaborative development of an EWMP for the upper reaches of the Rio Hondo and San Gabriel River. By collaborating, the RH/SGRWQG will reduce overall costs and have a more comprehensive response to the MS4 Permit. In addition, the Regional Board provided additional time for preparation of the EWMP.

It is estimated that the total cost of implementation of the EWMP is approximately $1.4 billion dollars over the next two decades, of which, Duarte's share would be in excess of $176 million. Like many agencies in the RH/SGRWQG and throughout the Los Angeles County, the City of Duarte is faced with a monumental obstacle in funding for these projects in which the City has no funding source. Implementation of the EWMP projects may be delayed while funding alternatives are pursued in partnership with the agencies within the watershed to seek potential State and Federal grants and other funding sources. In addition, costs could vary significantly over time as initial testing is conducted, more data is collected and analyzed for the watershed.

## ANALYSIS

On December 28, 2012, the new MS4 Permit became effective. The MS4 Permit includes provisions for the development and implementation of an EWMP by permittees in order to comply with MS4 Permit requirements and TMDLs. The development of an EWMP:

- Encompasses the prioritization of water-quality issues in the watershed and the identification of potential projects for implementation;
- Identifies funding strategies, watershed control measures, and Best Management Practices ("BMPs") to meet water quality standards and other MS4 permit requirements;
- Integrates water quality monitoring; and
- Establishes a process to incorporate stakeholder input.

In addition, permittees participating in an EWMP are required to develop a compliance strategy that will maximize opportunities for stormwater capture in order to use water for infiltration and augmentation of local water supplies, and/or to offset potable water use for landscape irrigation and other uses. Attached to this staff report is the Executive Summary and the Funding Strategies sections of the EWMP. A complete copy of the Enhanced Watershed Management Program ("EWMP") is available at the City Clerk's Office.

The MS4 Permit requires that the EWMP be submitted to the Regional Board by June 29, 2015. Final Regional Board approval is anticipated by April 2016, upon which the permittees are to begin implementation of the approved EWMP. Implementation of proposed watershed activities at the established timelines provided in the Regional Board-approved EWMP will constitute compliance with the MS4 Permit and TMDL milestones.

On May 21, 2013, the City of Duarte entered into a cost-sharing Memorandum of Understanding with the Cities of Azusa, Bradbury, Duarte, Monrovia, and Sierra Madre, County of Los Angeles, and Los Angeles County Flood Control District for the development of the RH/SGRWQG EWMP and Coordinated Integrated Monitoring Program ("CIMP"). The EWMP is a comprehensive evaluation of opportunities on multi-benefit regional projects that address stormwater quality and other benefits such as flood control, water supply, conservation, and recreational improvements. The projects identified in the EWMP include 10 regional projects that would capture the 85th percentile, 24-hour storm volume as well as 439 lane miles of green streets. These projects are expected to achieve compliance with the NPDES Permit as well as the TMDLs (see Attachment A - Executive Summary for more details). Even if funding were made available immediately, completing projects of this magnitude over the next decade would be an extremely lofty goal; the Cities in the working group will need to work with state regulators to ensure that the program that ultimately gets implemented is reasonable and achievable.

The RH/SGRWQG conducted two stakeholder meetings to gather input from residents and interested parties. The comments received were incorporated into the EWMP.

## FISCAL IMPACT

It is estimated that the total cost of implementation of the EWMP for the entire Working Group is approximately $1.4 billion dollars over the next two decades. Of that, Duarte's share would be $176,485,703. The cost estimate is based on information collected by the Group's consultant and assessed through the reasonable assurance analysis (modeling software) in lieu of actual planning, construction, and development costs. Primary factors in the RAA include: land use, geography, water quality, and other parameters used to simulate runoff and corresponding water quality generated within the EWMP area.

The proposed costs identified in the EWMP are necessary to comply with State and Federal water quality regulations and improve water quality; however, there are currently no funding sources. The City will continue to pursue funding alternatives in partnership with the other agencies within the watershed as well as to seek potential State and Federal grants to supplement the cost of the implementing the EWMP. In addition, the estimated costs to implement potential EWMP projects will be further refined as the EWMP is updated every two years taking into consideration such as water quality monitoring data and program effectiveness.

## RECOMMENDATION

Staff recommends that City Council authorize the City Manager to submit the Enhanced Watershed Management Program Plan on behalf of the Rio Hondo/San Gabriel River Water Quality Group (consisting of the Cities of Arcadia, Azusa, Bradbury, Monrovia, Sierra Madre, County of Los Angeles, Los Angeles County of Flood Control District) to the California Regional Water Quality Control Board, Los Angeles Region, in accordance with the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit.

Staff also recommends that the City Council authorize the City Manager to submit the cover letter (Exhibit A), addressed to the City of Arcadia for the plan. The Cover letter outlines the City's desire to work with the Regional Board on achievable alternatives but clearly indicates that the current plan is infeasible.

## ATTACHMENTS

**Exhibit A** – City of Duarte Cover Letter
**Attachment A** – EWMP Executive Summary and Funding Strategies sections

# Exhibit A

City of Duarte

1600 Huntington Drive, Duarte, CA 91010 - (626) 357-7931 - FAX (626) 358-0018

[Date]

Mr. Dominic Lazzaretto
City of Arcadia
240 W. Huntington Drive
Arcadia, CA 91066

**Re:** Authorizing Submittal on behalf of the City of Duarte of the Rio Hondo/San Gabriel River Water Quality Group's Enhanced Watershed Management Program (EWMP) Plan to LA Regional Water Quality Control Board

Dear Mr. Lazzaretto

The City of Duarte (Duarte) authorizes the City of Arcadia to finalize and submit the draft Enhanced Watershed Management Program (EWMP) plan to the California Regional Water Quality Control Board – Los Angeles Region, on Duarte's behalf, but requests that the submittal include this letter to set forth Duarte's concerns and reservation of rights regarding the implementation of the EWMP.

The intent of the submittal of the EWMP is to comply with the provisions of the Los Angeles County MS4 Permit (CAS004001, Order No. R4-2012-0175 – "LA MS4 Permit"). The City of Duarte, along with the cities of Arcadia, Azusa, Bradbury, Duarte, Monrovia, Sierra Madre, County of Los Angeles and the Los Angeles County Flood Control District, are participants in the Rio Hondo/San Gabriel River Water Quality Group.

The City of Duarte is committed to attempting to comply with the provisions of the MS4 Permit, and to implementing those components within the EWMP that can feasibly and economically be implemented. Duarte is similarly committed to pursuing the funding strategies provided in the EWMP to attempt to identify and secure funding for such EWMP projects that are reasonably and economically achievable . However, many of the BMPs discussed in the EWMP are not such projects.

The overall estimated budget set forth in the EWMP for the member agencies is in excess of **$1.4 billion**. The pro rata share for Duarte is currently estimated at approximately $17 million dollars annually, and would exceed $175 million over the next 10-12 years for Duarte alone; for a city of 22,000 residents with a general fund budget of approximately $13 million annually, the suggested BMPs cannot realistically be implemented. In fact, even if 100% of the entire city budget were to be dedicated to implementing the various EWMP projects in Duarte, this commitment would literally require the termination of virtually all other City services and still the funding would not be sufficient.

The City of Duarte is willing to work with its working group partners and the Regional Board staff to develop alternative BMPs and modifications to the EWMP that are more realistic, and that are economically, technically and practically achievable.

With the submittal of the EWMP, Duarte is not waiving any rights or claims it has or may have to challenge the terms of the current LA MS4 Permit, including those rights and claims asserted in Duarte's administrative petition to the State Water Resources Control Board (State Board); nor to challenge any aspect of any order issued by the State Board in connection with the LA MS4 Permit.

Sincerely,

Craig Hensley, AICP
Community Development Director

# Attachment A

# Executive Summary

In response to the Phase I Los Angeles County Municipal Separate Storm Sewer System (MS4) Permit, Order No. R4-2012-0175, the Rio Hondo/San Gabriel River Water Quality Group (RH/SGRWQG or the Group) decided to collaborate in the development of an Enhanced Watershed Management Program (EWMP). This Group is comprised of the Cities of Arcadia, Azusa, Bradbury, Duarte, Monrovia, Sierra Madre, the County of Los Angeles, and the Los Angeles County Flood Control District (LACFCD). This EWMP describes the compliance path the Group will utilize to achieve water quality objectives by specified milestone dates.

Several of the Group members participating in this EWMP are in both the Los Angeles River (LAR) and San Gabriel River (SGR) Watersheds. The Group is located in the eastern portion of the LAR Watershed Management Area and the upper portion of the urban SGR Watershed Management Area. The area included in the EWMP encompasses approximately 41 square miles of predominately residential and open space land use. Of the total LAR and SGR Watershed areas, the Group members have jurisdiction over four and three percent of the total watersheds, respectively. The Group area is illustrated in **Figure ES-1**.

This EWMP identifies the water quality priorities relevant to the Group based on limited available water quality data. These priorities are the focus of various implementation efforts required to be in compliance with interim and final water quality objectives. Additionally, the EWMP identifies the existing structural and non-structural Best Management Practices (BMPs) implemented by the Group. Potential regional project sites were identified and evaluated to determine which would be proposed and included in the EWMP's Reasonable Assurance Analysis (RAA). An approach for selecting distributed BMPs, such as green streets, is also included and proposed streets are identified so that required load reductions can be achieved.

The EWMP outlines the approach used for the RAA, detailing the modeling system, calibration process, and estimated baseline conditions. Once the baseline conditions were estimated, the proposed control measures were modeled to demonstrate that applicable water quality objectives will be achieved based on the 85th percentile storm and 90th percentile load criterions. Based on the proposed control measures, potential implementation costs and schedules are also identified. Major components of this EWMP include:

## Water Quality Priorities

The water quality priorities were identified by characterizing the water bodies using limited available monitoring data and Water Body Pollutant Combinations were then developed. Separate categories of Water Body Pollutant Combinations have been established and are expected to be addressed through the implementation of various control measures proposed in this EWMP. In addition, a source assessment was undertaken and a prioritization was developed based on Total Maximum Daily Loads (TMDLs) and other receiving water considerations. The identification of water quality priorities directed the selection of control measures and future implementation efforts included in the EWMP.

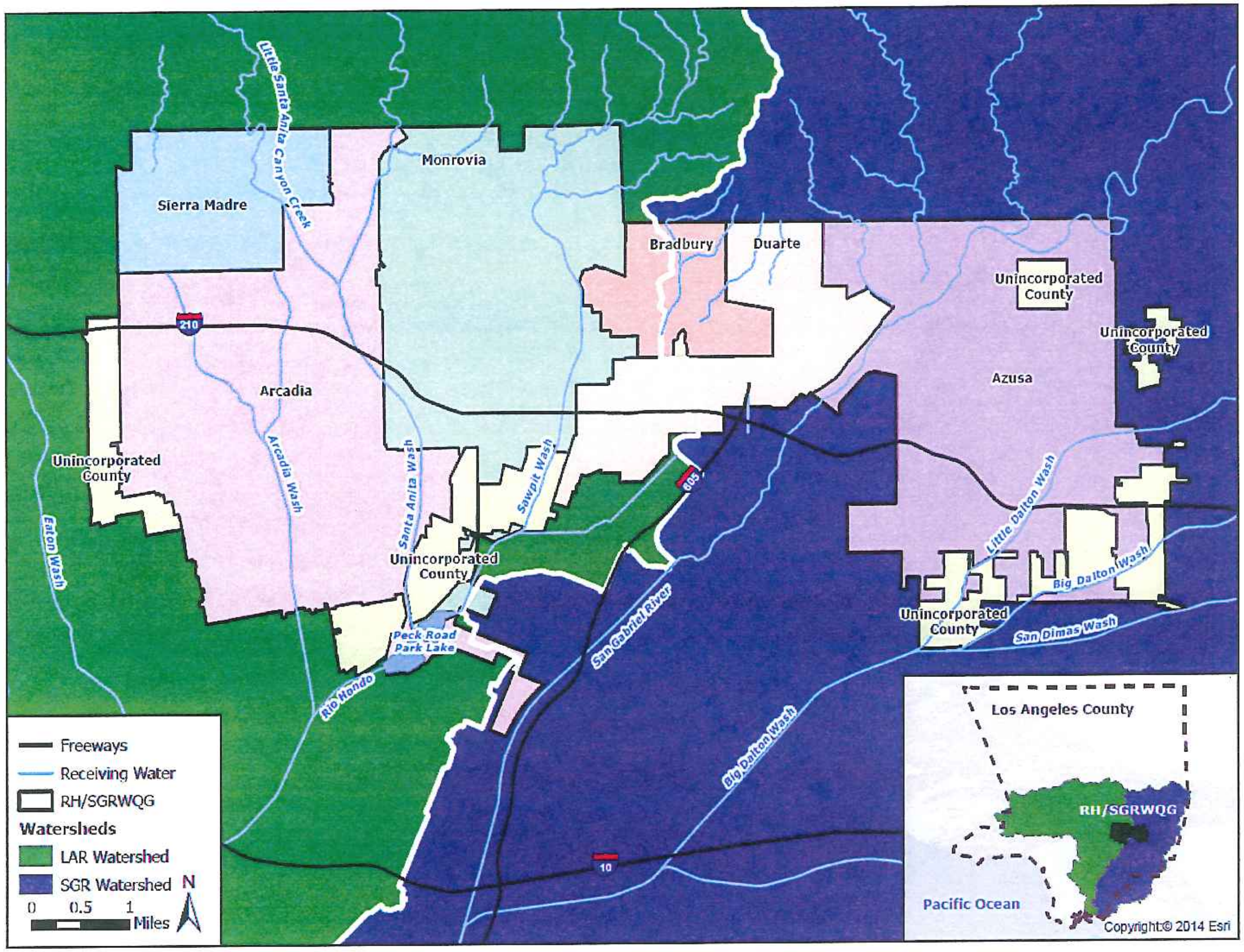



**Figure ES-1 EWMP Group Area**

## Watershed Control Measures

This EWMP identifies both the various control measures that currently exist within the Group area and control measures that will need to be addressed to comply with the applicable objectives within the given timeframe. Various non-structural control measures along with structural control measures (distributed and regional BMPs) are proposed and included in the RAA to demonstrate compliance with water quality objectives.

The MS4 Permit also defines Minimum Control Measures (MCMs) and includes a variety of non-structural control measures. Requirements based on the current MS4 Permit are more stringent than those implemented under the previous permit, and the differences between the two are further discussed in the EWMP. As an example, the 2012 MS4 Permit requires that construction sites under one acre be inspected based on water quality threat, while the 2001 MS4 Permit did not have any inspection requirements for sites under one acre. Some Group members intend to implement enhanced programs beyond what is required in the MS4 Permit. Due to the proposed non-structural control measure implementation, a 5.2 percent load reduction is being credited in the RAA process. The new and redevelopment program requires developers to mitigate stormwater based on predefined criteria. Projected development rates based on land use were used to quantify the volume reduction associated with new and redevelopment to take credit in the RAA.

Potential regional project sites were identified and evaluated using a tailored screening process. The evaluation of regional projects started with 652 potential parcels and was narrowed down to 40 potential sites which were then analyzed in greater detail. Of these proposed sites, Peck Road Park Lake was considered for a potential regional project; however, this location is considered a Water of the United States and receiving water body, and cannot be considered as a treatment site. Further discussions with the Regional Water Quality Control Board (Regional Board) would be required to fully evaluate this potential site for future possible regional projects.

The catchment areas draining to the proposed regional EWMP projects, which are those projects that capture the 85th percentile, 24-hour storm volume, are considered compliant with the MS4 Permit while the RAA was used to demonstrate compliance in other areas. **Table ES-1** contains a list of the proposed regional BMPs identified, the jurisdiction in which the project is located, and shows whether the project is considered a regional EWMP project (captures the full 85th percentile, 24-hour storm event) or a regional project (does not capture the full volume of a 85th percentile, 24-hour storm event). The table also lists the jurisdictions that would benefit from the proposed projects. Projects are listed in the order in which they ranked after the screening process. The locations of the proposed regional projects along with their percent capture compared to the 85th percentile, 24-hour storm event volume are illustrated in **Figure ES-2**.

**Table ES-1 Proposed Regional Project BMP Sites**

| Proposed Project Site | Project Type | Location | Benefiting Jurisdiction(s) |
|---|---|---|---|
| **LAR Watershed** | | | |
| Recreation Park | Regional EWMP | Monrovia | Monrovia |
| Arboretum of LAC | Regional EWMP | Arcadia | Arcadia |
| Sierra Vista Park | Regional EWMP | Sierra Madre | Sierra Madre |
| Royal Oaks Trail (LAR) | Regional EWMP | Bradbury, Duarte | Bradbury, Duarte, Monrovia |
| L. Garcia Park | Regional EWMP | Monrovia | Monrovia |
| Eisenhower Park | Regional | Arcadia | Arcadia, Monrovia, Sierra Madre |
| **SGR Watershed** | | | |
| LADWP Easement | Regional | Azusa, County | Azusa, County |
| Encanto Park | Regional EWMP | Duarte | Azusa, Duarte |
| Memorial Park (Azusa) | Regional EWMP | Azusa | Azusa |
| Royal Oaks Trail (SGR) | Regional EWMP | Bradbury, Duarte | Bradbury, Duarte, County |

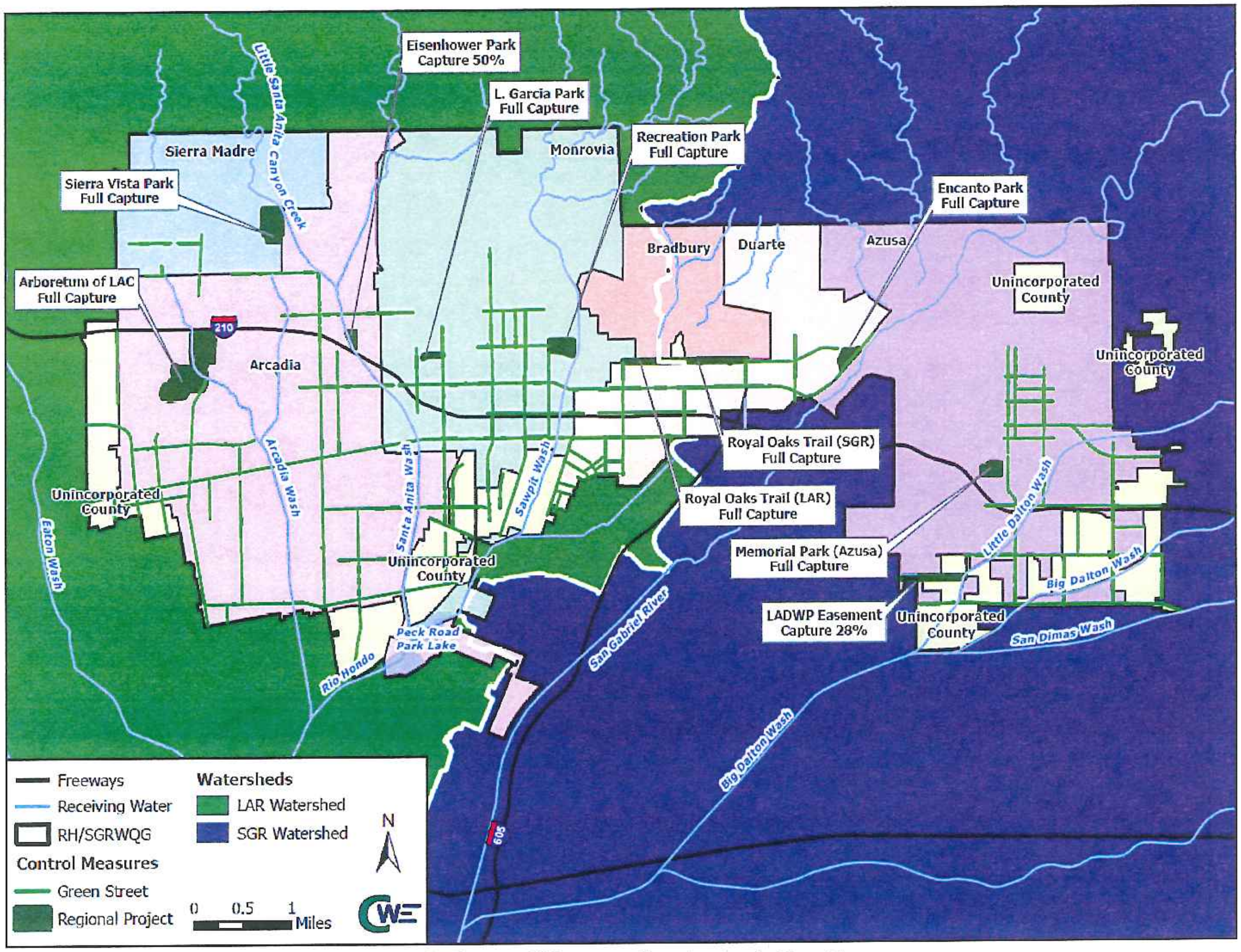



**Figure ES-2 Control Measure Implementation Summary**

Distributed BMPs, such as green streets, were also evaluated and proposed as part of this EWMP to address the estimated load and volume reductions to achieve compliance with water quality objectives. EWMP area roadways were screened to determine the feasibility of implementing green streets. Green streets may also be replaced with alternative distributed BMPs with an equivalent volume. Alternate distributed BMPs may include bioretention systems that collect runoff from impervious surfaces and infiltrate onsite. The Group's subareas were analyzed and streets were selected to achieve the estimated volume and load reductions. The proposed implementation of green streets in lane miles by jurisdiction is summarized in **Table ES-2**. **Figure ES-2** illustrates the proposed distributed control measures within the EWMP area.

**Table ES-2 Green Street Implementation Summary by Jurisdiction**

| Jurisdiction | Green Street Lane Miles | | | |
|---|---|---|---|---|
| | LAR Watershed | SGR Watershed | Total | Percent by Agency |
| Arcadia | 123 | 0 | 123 | 28% |
| Azusa | 0 | 113 | 113 | 26% |
| Bradbury | 0 | 0 | 0 | 0% |
| Duarte | 39 | 16 | 55 | 12% |
| Monrovia | 69 | 0 | 69 | 16% |
| Sierra Madre | 6 | 0 | 6 | 1% |
| County Unincorporated | 38 | 35 | 73 | 17% |
| **Total:** | **275** | **164** | **439** | **100%** |

## Reasonable Assurance Analysis

The objective of the RAA was to demonstrate the ability of the control measures identified in the EWMP to ensure that MS4 discharges from the Group area can achieve applicable water quality objectives and do not cause or contribute to exceedances. The water quality model was calibrated based on land use, geography, estimated baseline water quality, and other parameters and was used to simulate the runoff and corresponding water quality generated within the EWMP area. The EWMP provides details of the modeling approach, calibration, and baseline simulation.

The average annual stormwater capture was determined for the modeled years (2002-2011) and compared to the total average annual volume of runoff. The model demonstrated that based on control measure implementation, the average annual stormwater capture is 14,158 acre-feet and 9,372 acre-feet in the LAR and SGR Watersheds, respectively. Capturing this volume during an average year will allow the Group to address the 90th percentile load as required by the MS4 Permit.

An analysis was done to determine the 85th percentile storm event volume and the critical storm defined as the 90th percentile load event within both the LAR and SGR Watersheds. The 90th percentile load event criterion was used to establish the limiting priority pollutant. The selection of the limiting pollutant is based on the concept that if the constituent with the highest loads or that is most difficult to treat is captured and treated, all other constituent requirements will be achieved. It was determined that zinc is the limiting pollutant in the LAR Watershed and lead is the limiting pollutant in the SGR Watershed. Based on the proposed control measures, simulations were run to demonstrate that the target load reductions will be met by the predefined milestone dates. **Table ES-3** and **Table ES-4** demonstrate the target load reductions associated with the limiting pollutant will be met by the milestone dates in the LAR and SGR Watersheds, respectively.

**Table ES-3 Zinc Load Reduction Based on Control Measure Implementation in the LAR Watershed**

| Control Measure Implementation | Zinc Load Reduction (kg) 2024 (50% Metals) | Zinc Load Reduction (kg) 2028 (100% Metals) |
|---|---|---|
| Enhanced MCMs | 36.24 | 36.24 |
| New and Re-Development | 4.28 | 16.44 |
| Green Streets | 206.57 | 542.72 |
| **Regional BMPs** | | |
| Recreation Park | 6.73 | 6.73 |
| Sierra Vista Park | 11.76 | 11.76 |
| Arboretum of LAC | 7.14 | 7.14 |
| Royal Oaks Trail (LAR) | 35.86 | 35.86 |
| L. Garcia Park | 15.07 | 15.07 |
| Eisenhower Park | 24.88 | 24.88 |
| **Target Load Reduction:** | 348.42 | 696.84 |
| **Total Load Reduction:** | 348.42 | 696.84 |
| **Percent of Final Target:** | 50% | 100% |

**Table ES-4 Lead Load Reduction Based on Control Measure Implementation in the SGR Watershed**

| Control Measure Implementation | Lead Load Reduction (kg) 2017 (10% Metals) | 2020 (35% Metals) | 2023 (65% Metals) | 2026 (100% Metals) |
|---|---|---|---|---|
| Enhanced MCMs | 2.55 | 2.55 | 2.55 | 2.55 |
| New and Re-Development | 0.16 | 0.40 | 0.63 | 0.89 |
| Green Streets | 2.20 | 13.42 | 24.22 | 41.16 |
| **Regional BMPs** | | | | |
| LADWP Easement | - | 0.34 | 0.34 | 0.34 |
| Encanto Park | - | 0.48 | 0.48 | 0.48 |
| Memorial Park (Azusa) | - | - | 1.21 | 1.21 |
| Royal Oaks Trail (SGR) | - | - | 2.50 | 2.50 |
| **Target Load Reduction:** | 4.91 | 17.19 | 31.93 | 49.13 |
| **Total Load Reduction:** | 4.91 | 17.19 | 31.93 | 49.13 |
| **Percent of Final Target:** | 10% | 35% | 65% | 100% |

### Control Measure Implementation Schedule

Control measures were modeled in the RAA to demonstrate compliance at each of the milestones. The schedule associated with the required implementation efforts is proposed in this EWMP. The regional projects modeled for the LAR Watershed portion of the RAA must all be addressed prior to the 2024 milestone. The SGR Watershed must address two regional projects prior to the 2020 milestone and the other two projects must be addressed prior to the 2023 milestone. **Table ES-5** summarizes the anticipated completion year for each of the proposed regional projects.

| Table ES-5 Regional Project Schedule | |
|---|---|
| **Proposed Project Site** | **Completion Year** |
| **LAR Watershed** | |
| Recreation Park | 2020 |
| Arboretum of LAC | 2021 |
| Sierra Vista Park | 2020 |
| Royal Oaks Trail (LAR) | 2023 |
| L. Garcia Park | 2024 |
| Eisenhower Park | 2024 |
| **SGR Watershed** | |
| LADWP Easement | 2020 |
| Encanto Park | 2020 |
| Memorial Park (Azusa) | 2023 |
| Royal Oaks Trail (SGR) | 2023 |

The schedule for green street (distributed BMP) implementation was determined and is based on the volume/load reductions that are not satisfied by other control measures at each of the compliance deadlines. **Table ES-6** summarizes the proposed green street implementation schedule and **Figure ES-3** illustrates the distribution over time.

| Table ES-6 Green Street Implementation Timeline | | |
|---|---|---|
| **Implementation Year** | **Lane Miles of Green Streets** | |
| | **LAR Watershed** | **SGR Watershed** |
| 2017 | - | 17.0 |
| 2018 | - | - |
| 2019 | - | - |
| 2020 | - | 41.0 |
| 2021 | - | 16.0 |
| 2022 | 39.6 | 16.0 |
| 2023 | 39.7 | 16.0 |
| 2024 | 39.7 | 19.3 |
| 2025 | 39.0 | 19.3 |
| 2026 | 39.0 | 19.4 |
| 2027 | 39.0 | - |
| 2028 | 39.0 | - |
| **Total:** | **275.0** | **164.0** |


**Figure ES-3 Green Street Implementation Summary**

## Control Measure Implementation Cost

A preliminary cost analysis was performed based on the implementation schedule. Implementation costs were spread out whenever possible keeping in mind that compliance with the water quality objectives must be demonstrated through the RAA. All of the costs are presented in today's dollars, assuming no inflation. There is not a significant cost increase associated with non-structural control measure implementation; therefore, costs focus on the regional and distributed BMPs. The capital and Operation and Maintenance (O&M) cost associated with each of the proposed regional BMPs is summarized in **Table ES-7.**

| Table ES-7 Regional Project Cost | | |
|---|---|---|
| **Proposed Project Site** | **Capital Cost** | **Annual O&M Cost** |
| **LAR Watershed** | | |
| Recreation Park | $10,251,000 | $125,205 |
| Arboretum of LAC | $15,097,000 | $369,060 |
| Sierra Vista Park | $4,818,000 | $117,330 |
| Royal Oaks Trail (LAR) | $53,109,000 | $500,000 |
| L. Garcia Park | $23,323,000 | $285,270 |
| Eisenhower Park | $38,402,000 | $469,905 |
| **LAR Watershed Subtotal:** | **$145,000,000** | **$1,866,770** |
| **SGR Watershed** | | |
| LADWP Easement | $6,436,000 | $156,960 |
| Encanto Park | $16,255,000 | $198,720 |
| Memorial Park (Azusa) | $43,830,000 | $500,000 |
| Royal Oaks Trail (SGR) | $91,794,000 | $500,000 |
| **SGR Watershed Subtotal:** | **$158,315,000** | **$1,355,680** |
| **Total:** | **$303,315,000** | **$3,222,450** |

A cost estimate was done for green street implementation in order to determine a unit cost. The unit cost was determined to be $486 per linear foot per lane mile of green streets. Green streets will also require maintenance throughout the year to make sure they function as intended. The capital and O&M costs associated with the proposed green street implementation is summarized in **Table ES-8**.

| Table ES-8 Green Street Implementation and Maintenance Costs | | | | | | |
|---|---|---|---|---|---|---|
| **Year** | **LAR Watershed** | | | **SGR Watershed** | | |
| | **Lane Miles** | **Capital Cost** | **O&M Cost** | **Lane Miles** | **Capital Cost** | **O&M Cost** |
| 2017 | - | - | - | 17.0 | $43,596,432 | - |
| 2018 | - | - | - | - | - | $435,964 |
| 2019 | - | - | - | - | - | $435,964 |
| 2020 | - | - | - | 41.0 | $105,144,336 | $435,964 |
| 2021 | - | - | - | 16.0 | $41,031,936 | $1,487,408 |
| 2022 | 39.6 | $101,554,042 | - | 16.0 | $41,031,936 | $1,897,727 |
| 2023 | 39.7 | $101,810,491 | $1,015,540 | 16.0 | $41,031,936 | $2,308,046 |
| 2024 | 39.7 | $101,810,491 | $2,033,645 | 19.3 | $49,494,773 | $2,718,366 |
| 2025 | 39.0 | $100,015,344 | $3,051,750 | 19.3 | $49,494,773 | $3,213,313 |
| 2026 | 39.0 | $100,015,344 | $4,051,904 | 19.4 | $49,751,222 | $3,708,261 |
| 2027 | 39.0 | $100,015,344 | $5,052,057 | - | - | $4,205,773 |
| 2028 | 39.0 | $100,015,344 | $6,052,211 | - | - | $4,205,773 |
| 2029 | - | - | $7,052,364 | - | - | $4,205,773 |

The annual costs associated with EWMP implementation for the Group is illustrated in **Figure ES-4**. The costs will be high during initial implementation and will then be reduced such that only the O&M costs are applied until the BMPs require replacement. The replacement costs are not included in the estimates provided in this EWMP but would be anticipated within 30 to 50 years depending on the type of BMP selected.

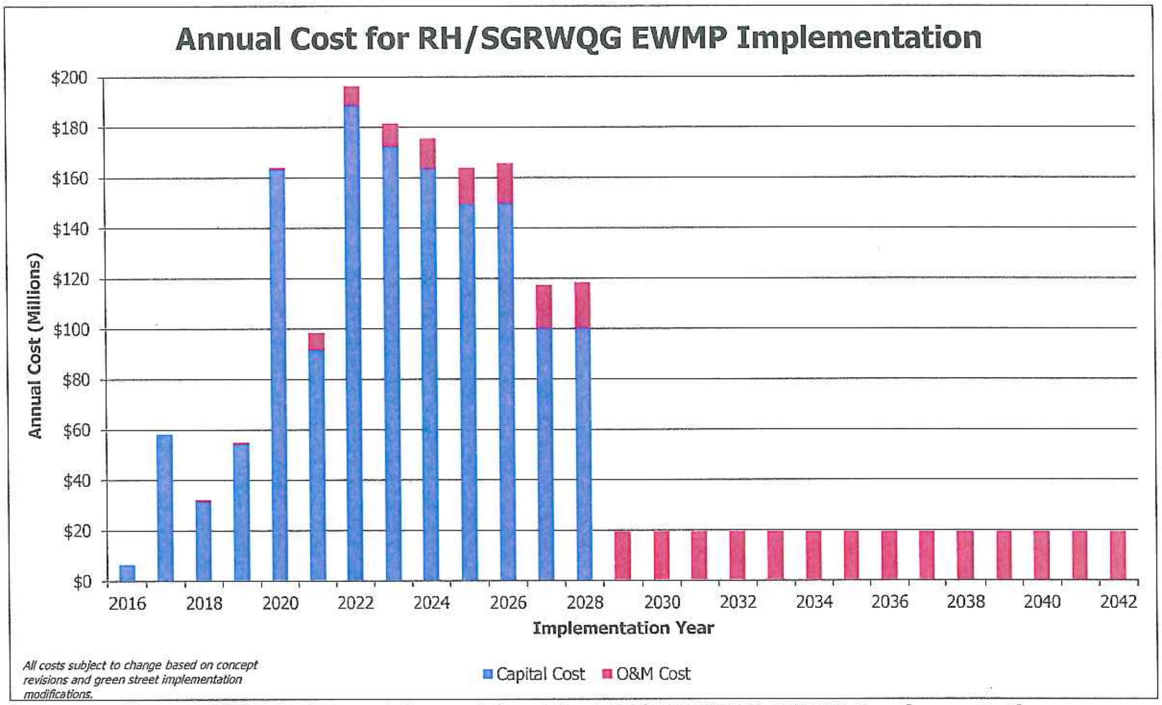



**Figure ES-4 Estimated Annual Cost for RH/SGRWQG EWMP Implementation**

For funding strategy purposes, the costs were broken down by jurisdictions based on the control measures anticipated within each jurisdictional boundary. For regional projects, the cost share was determined based on the ratio of each jurisdiction within the catchment area tributary to the proposed project. The cost sharing formula will ultimately be determined by the member agencies based on monitoring results and associated project priorities. **Table ES-9** summarizes the implementation cost. The funding strategies discussed in this EWMP include:

- Grants and loans;
- Fees and charges;
- Legislative and policy;
- Partnerships; and
- Investment opportunities.

**Table ES-9 RH/SGRWQG EWMP Implementation Costs**

| Control Measures | Cost |
|---|---|
| Regional Projects | $303,315,000 |
| Green Streets | $1,125,813,744 |
| **Total:** | **$1,429,128,744** |

## Adaptive Management Process

Lastly, this EWMP highlights the adaptive management process. The adaptive nature of the EWMP allows the process to be iterative, allowing the Group to identify a plan that is successful in improving water quality in the region. Through the adaptive management process, an addendum or amendment will be required for the EWMP two years after the Regional Board Executive Officer approval and every two years thereafter, while the RAA will need to be revised and updated by 2021. The data collected through implementation of the Coordinated Integrated Monitoring Program (CIMP) will be used when revising the EWMP as part of the adaptive management process.

## 6.5 Funding Strategies

The regional projects and green streets proposed in this EWMP will require a regional funding strategy, as funding opportunities will need to be identified, sought after, and/or allocated. The capital and operating costs for the proposed control measures are over $1.4 billion and will span over decades. Customizing the financial strategy to the preference of each jurisdiction within the RH/SGRWQG and flexibility in identifying potential funding opportunities will be important for successfully financing EWMP implementation. New revenue sources need to be identified; otherwise revenue sources currently allocated to other programs may need to be used to fund the implementation of this EWMP.

The detailed financial strategy for EWMP costs will be highly dependent on the availability of potential sources of funding, and vary by agency. The agencies within this group have historically utilized general funds to support their respective stormwater programs and may continue to do so. However, the EWMP cost estimates grossly exceed expected available general fund revenue for stormwater programs. Therefore, Group members will individually or collectively pursue funds from multiple additional sources. The financial strategy presented in this EWMP outlines a set of multiple approaches that each RH/SGRWQG Permittee may consider. Each Permittee will pursue those strategies that best fit their specific circumstances.

The annual capital improvement budget for each of the RH/SGRWQG Permittees was evaluated and compared to the amount of money needed each year to fund EWMP implementation. This comparison is presented in **Table 6-1**. The EWMP implementation cost is equal to the total cost for the specified jurisdiction divided by the proposed implementation timeline. This was done for comparison purposes and represents the average annual cost and does not include the cost associated with O&M. The table shows that none of the RH/SGRWQG members have enough money available in their capital improvement funds to cover the proposed EWMP implementation costs. It is also important to recognize that the entire capital improvement fund cannot be used to fund the stormwater program, as other capital improvements such as water and sewer upgrades are necessary to address other community needs. Information relevant to the Unincorporated County areas within the RH/SGRWQG is not readily available for inclusion. Additionally, Bradbury currently does not have a capital improvement fund. Projects in Bradbury are funded through reserves as needed; however, the funds available through reserves are extremely limited.

**Table 6-1 Financial Situation Summary**

| Jurisdiction | LAR Watershed[1] Annual Cost | SGR Watershed[2] Annual Cost | Annual Capital Improvement Fund Budget | Source of Funds |
|---|---|---|---|---|
| Arcadia | $29,755,539 | $0 | $2,066,500 | 2014-15 Capital Improvement Fund Revenue |
| Azusa | $0 | $38,162,154 | $507,020 | 2013-2014 Capital Projects Funds Revenue |
| Bradbury | $3,042,884 | $7,399,611 | Unavailable | |
| Duarte | $8,360,976 | $8,461,555 | $151,300 | 2014-15 Capital Improvement Fund Revenue |
| Monrovia | $19,467,972 | $0 | $3,600,000[3] | 2015-16 Projected Capital Improvement Funds |
| Sierra Madre | $2,104,759 | $0 | $60,000 | Planned Local and Regional BMP Funds |
| Unincorporated County | $8,120,904 | $10,298,052 | Unavailable | County General Fund |

[1] Cost between 2017 and 2028
[2] Cost between 2017 and 2026
[3] Proposed funds (not yet approved)

Project funding knowledge and experience has been used to identify viable funding opportunities to assist the RH/SGRWQG in implementing proposed control measures identified in **Section 3.4**. This section explains the differences between grants and loans, both of which can be utilized as a source of funding, and provides information on current grant and loan opportunities. This section also includes high-level alternatives that can be examined as each jurisdiction moves forward as a group or individuals. The alternatives are categorized by type. Acknowledgement is given to Stormwater Funding Options – Providing Sustainable Water Quality Funding in Los Angeles County, a report authored by Ken Farfsing and Richard Watson dated May 21, 2014. The following funding strategies are further discussed in this section:

- Grants and loans;
- Fees and charges;
- Legislative and policy;
- Partnerships; and
- Investment opportunities.

## 6.5.1 Grants and Loans

The RH/SGRWQG will actively pursue financial assistance to implement the proposed control measures. Financial assistance programs are available in two common forms, grants and loans. To receive funds through a grant or loan, an application must be completed and specific eligibility requirements must be satisfied. These requirements are different depending on the grant or loan program. All assistance programs also provide a set of conditions and limitations. It is important to fully understand the differences, benefits, and drawbacks of each in order to determine which form of financial assistance is best for a given project.

Grants are awards of financial assistance, meaning the grant awardee is not required to return the money, although they may need to follow specific requirements and produce specific products. On the other hand, loans are awarded as a benefit or assistance, but the awardee is required to pay back the loan, often with interest. **Table 6-2** outlines the major differences between grants and loans.

One of the major points outlined in **Table 6-2** is the application and competition of grant programs versus loan programs. Grants often require extra work in addition to general work related to any project. Grants often require extra reports, and as mentioned, a more complex application process. Loans however have a relatively simple application process, less competition, and limited additional requirements that are often less complex. Grants will require extra work, but in return, free money is awarded.

**Table 6-2 Differences Between Grants and Loans**

| Grants | Loans |
|---|---|
| ➢ No payback required<br>➢ Typically complex application process<br>➢ Highly competitive<br>➢ Extensive reporting and oversight needed<br>➢ Matching funds generally required<br>➢ May favor larger/more expensive projects<br>➢ Some require participation with an IRWM<br>➢ Funding limits vary<br>➢ Generally limited application periods<br>➢ Operate under agency-specific guidelines | ➢ Payback required<br>➢ Relatively simple application process<br>➢ May require getting on priority list<br>➢ Repayment terms vary<br>➢ Threshold eligibility criteria must be met<br>➢ Tie-in with job creation with some programs<br>➢ Different agencies have different requirements<br>➢ Maximum amount financed can be large<br>➢ Generally continuous application periods |

Potential grant and loan financial assistance programs that the group will investigate to fund the control measures proposed in this EWMP as well as a range of stormwater programs are outlined in **Table 6-3** and detailed in **Attachment AA**. The RH/SGRWQG will make reasonable attempts to obtain funds from relevant grants and loans; however, funding is not guaranteed through these programs.

**Table 6-3 Existing Grant and Loan Opportunities**

| Program | Type | Available Funds |
|---|---|---|
| Proposition 84 Stormwater Program | Grant | $250,000-$3,000,000 |
| Proposition 84 (Chapter 2 §75026) Integrated Regional Water Management (IRWM) | Grant | Varies |
| Proposition 84 Urban Streams Restoration | Grant | $1,000,000 |
| Community Action for a Renewed Environment (CARE) | Grant | $75,000-$300,000 |
| Pollution Prevention (P2) | Grant | $20,000-$180,000 |
| Clean Beaches Initiative (CBI) | Grant | $150,000-$5,000,000 |
| Urban Waters Small Grant | Grant | $40,000-$60,000 |
| Environmental Education Grant and SubGrant | Grant | $75,000-$200,000 |
| Cooperative Watershed Management Plan | Grant | $22,000-$100,000 |
| State of California Coastal Conservancy Program | Grant | No min or max |
| Wildlife Conservation Board (WCB) | Grant | No min or max |
| Habitat Conservation Fund (HCF) | Grant | No min or max request |
| Land and Water Conservation Fund (LWCF) | Grant | $2,000,000 |
| Recreational Trails Program (RTP) | Grant | No min or max |
| TIGER Discretionary Grant | Grant | $10,000,000 min |
| Environmental Solutions for Communities | Grant | $25,000-$100,000 |
| Clean Water Act (CWA) §319(h) Non-Point Source (NPS) | Grant | $75,000-$750,000 |
| 2014 Water Bond | Grant | Not specified |
| Metropolitan Transit Authority (MTA) Call for Projects Program | Grant | Varies |

**Table 6-3 Existing Grant and Loan Opportunities**

| Program | Type | Available Funds |
|---|---|---|
| Proposition 1B (Local Streets and Road, Congestion Relief, and Traffic Safety Account of 2006) | Grant | $400,000 min |
| Proposition 1B (Public Transportation Modernization, Improvement, and Service Enhancement Account [PTMISEA]) | Grant | Based on population |
| Measure R | Grant | Not specified |
| Proposition A and C (Sales Tax) | Grant | Based on population |
| Environmental Enhancement and Mitigation (EEM) Program | Grant | $500,000 |
| Highway Safety Improvement Program (HSIP) | Grant | $10,000,000 |
| Active Transportation Program (ATP) | Grant | $250,000 |
| Drought Resiliency | Grant | $300,000 |
| Clean Water State Revolving Fund (CWSRF) | Loan | No maximum |
| Infrastructure State Revolving Fund (ISRF) | Loan | $2,000,000-$10,000,000 |

The programs listed range from federal to state and can apply to transportation, water supply, water quality, habitat enhancement, recreation, or a range of potential project benefits. As projects are developed, the group will consider incorporating different multi-benefit components to allow the project to be eligible for different grant or loan programs.

### 6.5.2 Fees and Charges

Fees and charges are payments from internal departments or other external sources that can generate or reallocate funds to cover the costs associated with the proposed control measure implementation. The financial strategies associated with fees and charges are presented below. The group will evaluate these strategies as potential funding sources.

- Use existing revenue streams for stormwater/water supply/flood control projects to support stormwater quality projects as legally allowable.
- Assembly Bill (AB) 2403 – Use new state law to pass rate increases for stormwater projects that have a water supply benefit and minimize the Proposition 218 process as legally allowable.
- Establish a mitigation bank by which private developers can fund downstream control measure implementation in lieu of retaining water on private development. To get sufficient benefit from this, there would have to be a downstream control measure that would get greater water quality benefit than the retention system on the private development.
- Use and/or increase solid waste management fees to cover the cost of enhanced street sweeping and other measures to reduce trash.
- Use water rates to fund programs to reduce irrigated runoff, as legally allowable.
- Pursue a proposition 218 compliant stormwater fee or tax initiative (modified after the 2012 Clean Water Clean Beaches Initiative).

### 6.5.3 Legislative and Policy

The financial strategies that require legislative or policy changes that RH/SGRWQG Permittees will evaluate are summarized below:

- Lobby the Metropolitan Water District (MWD) of Southern California, or other applicable Water Districts, to reevaluate their approach for managing the Local Resource Program (LRP) to fund stormwater capture and use projects that offset the use of imported water supplies. This is related to a water rate increase in that MWD, or other Water Districts, would incorporate the costs into their imported water rates.

- Pursue pollutant source control legislation patterned after SB 346 that either limits pollutants of concern in products (e.g., copper in brake pads, or zinc in tires) or assesses a fee that can be paid for by the users of those products. The money collected through the fee can be used by local governments to mitigate those pollutants. Some examples include addressing zinc in tin roofs and chain link fences.
- Form Special Assessment Districts and tailored fees.
- Explore the use of Enhanced Infrastructure Finance Districts tailored to the RH/SGRWQG, as outlined in recently adopted (2014) California legislation SB 628.
- 2014 Water Resources Reform and Development Act of 2014 (WRRDA). Partner with the USACE to model the watershed impervious surface effects on the federal interests under WRRDA to secure USACE cost sharing for EWMP programs.
- Change legislation to allow the Los Angeles County Sanitation Districts to accept and treat stormwater. Installation of end-of-pipe treatment facilities prior to release to the Pacific Ocean.
- Consideration of the USEPA's Financial Capability Assessment Framework for Municipal Clean Water Act Requirements **(Attachment AB)** and The United States Conference of Mayors Public Water Cost Per Household: Assessing Financial Impacts of EPA Affordability Criteria in California Cities **(Attachment AC)** for assessment prior to pursuing Proposition 218 compliant stormwater fee or tax initiatives.

### 6.5.4 Partnerships

The RH/SGRWQG will also pursue partnerships, where possible, to identify other groups and agencies who can share the costs. A majority of the control measures proposed in this EWMP are multi-benefit. Reaching out to the community that will benefit whether it is another agency, the public, or non-governmental organizations may result in cost sharing agreements. For example, partnerships with the clubs and organizations that fund the Arboretum of LAC may be used to help fund the proposed project. Another example would be if a commercial establishment was developing or redeveloping and the RH/SGRWQG created a partnership so that during the redevelopment structural control measures could be installed. Partnerships with local water districts could also be established.

### 6.5.5 Investment Opportunities

Rather than simply finding opportunities for funding, another alternative is to invest in a study, so that future costs can be reduced. Currently, the LAR copper and lead WER SSO BPA has been approved by the Regional Board and is pending additional approvals from the State Board, Office of Administrative Law, and the USEPA. Once approved, the Basin Plan will be amended and the corresponding WQOs will be increased. This will result in a lower load reduction requirement and during the adaptive management process the proposed control measure implementation could be lessened, thus reducing the overall implementation cost.

Currently, there is discussion of a similar study being conducted for zinc in the LAR Watershed. A WER SSO study could also be conducted for the SGR for the metals that control implementation. Due to SB 346, copper loads are expected to decrease; therefore, a study may not be necessary. However, a study for lead and/or copper may be beneficial to members of the RH/SGRWQG and other jurisdictions in the County. This opportunity will be evaluated as a potential "funding strategy."

### 6.5.6 Future Steps

The RH/SGRWQG as a whole, as well as individual members, will prioritize and select the specific financial strategies that best fit their needs.

# Implementation Cost

EWMP Implementation Cost by Jurisdiction in the RH/SGRWQG

| Jurisdiction | Regional Projects | | Green Streets | | | Total Cost | Percent of Cost | Percent in Watershed |
|---|---|---|---|---|---|---|---|---|
| | Volume (ac-ft) | Capital Cost | Lane Miles | Volume (ac-ft) | Capital Cost | | | |
| Arcadia | 31.5 | $41,633,455 | 143 | 173.2 | $366,353,148 | $407,986,602 | 28% | 27% |
| Azusa | 52.3 | $53,671,334 | 109 | 131.7 | $278,561,412 | $332,232,746 | 23% | 22% |
| Bradbury | 48.6 | $65,859,867 | 0 | 0.6 | $1,196,971 | $67,056,839 | 4% | 5% |
| Duarte | 17.2 | $24,334,333 | 58 | 69.9 | $147,826,365 | $172,160,698 | 12% | 10% |
| Monrovia | 34.4 | $44,329,591 | 85 | 102.7 | $217,308,683 | $261,638,275 | 18% | 19% |
| Sierra Madre | 12.1 | $15,274,131 | 6 | 7.2 | $15,204,789 | $30,478,919 | 2% | 7% |
| Unincorporated County | 2.6 | $1,758,289 | 74 | 89.8 | $190,009,223 | $191,767,512 | 13% | 10% |
| **Total:** | **198.7** | **$246,861,000** | **475** | **575.1** | **$1,216,460,591** | **$1,463,321,591** | **100%** | **100%** |

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www.cacities.org

**Council Action Advised by July 31, 2015**

RECEIVED
JUN 08 2015
CITY OF DUARTE

May 29, 2015

**TO: Mayors, City Managers and City Clerks**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES**
**League of California Cities Annual Conference – September 30 – October 2, San Jose**

The League's 2015Annual Conference is scheduled for September 30 – October 2 in San Jose. An important part of the Annual Conference is the Annual Business Meeting *(at the General Assembly)*, scheduled for noon on Friday, October 2, at the San Jose Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

**Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 18, 2015. This will allow us time to establish voting delegate/alternate records prior to the conference.**

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

-over-

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the San Jose Convention Center, will be open at the following times: Wednesday, September 30, 8:00 a.m. – 6:00 p.m.; Thursday, October 1, 7:00 a.m. – 4:00 p.m.; and Friday, October 2, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 18. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- 2015 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

## Annual Conference Voting Procedures
## 2015 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes**. In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

LEAGUE OF CALIFORNIA CITIES

**CITY:** ______________________________

**2015 ANNUAL CONFERENCE**
**VOTING DELEGATE/ALTERNATE FORM**

**Please complete this form and return it to the League office by Friday, <u>September 18, 2015.</u> Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate <u>one voting delegate and up to two alternates</u>.**

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

**Please note**: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

**1. VOTING DELEGATE**

Name: ______________________________

Title: ______________________________

**2. VOTING DELEGATE - ALTERNATE**

Name: ______________________________

Title: ______________________________

**3. VOTING DELEGATE - ALTERNATE**

Name: ______________________________

Title: ______________________________

**PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.**

**<u>OR</u>**

**ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).**

Name: ______________________________ E-mail ______________________________

Mayor or City Clerk ______________________________ Phone: ______________________________
(circle one) (signature)
Date: ______________________________

**<u>Please complete and return by Friday, September 18, 2015</u>**

League of California Cities
**ATTN: Kayla Gibson**
1400 K Street, 4th Floor
Sacramento, CA 95814

**FAX: (916) 658-8240**
E-mail: kgibson@cacities.org
(916) 658-8247

# City of Duarte

June 17, 2015

To the Honorable Mayor, City Council, and Housing Authority Board of the City of Duarte

Ladies and Gentlemen:

**FISCAL YEAR 2015/16 OPERATING BUDGET**
**AND CAPITAL IMPROVEMENT PROGRAM**

It is my pleasure to present to you the City of Duarte's operating budget and capital improvement program for fiscal year 2015/16. This document addresses the financial activities of the City and the Housing Authority. The Council and Authority discussed the budget and certain changes at a workshop held on April 29th, 2015. The following amounts reflect the total authorized expenses of the City and the Housing Authority based on the workshop and updated information provided since that time.

| City of Duarte: | Prior Year Budget | FY 2015/16 Budget |
|---|---|---|
| General Fund: | | |
| City Council | $ 112,200 | $ 111,800 |
| City Manager/City Clerk | 831,200 | 933,000 |
| Legal Services | 155,000 | 170,000 |
| Promotions & Memberships | 193,200 | 196,700 |
| Public Safety | 4,261,500 | 4,532,300 |
| Community Development | 2,871,900 | 3,593,100 |
| Parks and Recreation | 2,548,100 | 2,664,900 |
| Administrative Services | 2,227,400 | 2,362,000 |
| Transfers Out | 447,200 | 1,476,100 |
| Prop A Fund Acquisition | 490,000 | 0 |
| Total General Fund | $ 14,137,700 | $ 16,039,900 |
| Special Revenue Funds | $ 4,110,000 | 6,293,200 |
| Debt Service Funds | 153,100 | 154,500 |
| Total Other City | $ 4,2663,100 | $ 6,447,700 |
| **Duarte Housing Authority:** | | |
| Total Housing Authority | $ 5,900 | $ 3,600 |
| **Total Authorized Expenditures** | **$ 18,406,700** | **$ 22,491,200** |

## BUDGET PREPARATION

The process used for the preparation of the fiscal year 2015/16 budget was similar to that used in previous years as we conducted a workshop to discuss budget related items. The Budget workshop was held on April 29th, and was open to the public. At this meeting, the Council and Authority reviewed the recommended budget prepared by staff, heard testimony from the public on budget related matters, and considered various revenue and expenditure alternatives and the resulting budget is set forth in this document.

## REVENUES AND RESOURCES

Total revenues and other resources received by the City and the Housing Authority during fiscal year 2015/16 are estimated to be $21.5 million. This amount represents an overall increase of $3 million or 17% as compared to the 2014/15 Amended budget. The following items summarize significant revenue and expense highlights for the City.

### General Fund

- Total General Fund revenues are projected to be $15.3 million, with an increase of $1.77 million, or 13%, compared to the 2014/15 budget. However, we will receive an ATP grant in the amount $1.15 million and $318,000 in CalGrip grant funding that was not received last fiscal year. Ignoring these anomalies, actual General Fund revenues are projected to increase by approximately $307,200 or 2.3% in 2015/16.

- Property taxes are projected to increase by 2.8% and Franchise taxes are projected to increase by 3.6%. These will generate increased revenues of $32,000 and $31,000 respectively.

- Based on the sales tax projections provided by our consultants HdL, staff is anticipating increased revenues in the autos/transportation sales, restaurants and building and construction in 2015/16. We continue to expect to see sales tax revenue in fuel & service stations decline, because of reductions in prices and consumption. Based on this information we are anticipating a $337,000 or 6.6% increase in sales tax revenue over our 2014/15 amended budget.

- Once again the State Department of Finance is projecting a 3% increase over current year motor vehicle license fee revenues for 2015/16, which will generate $53,000 in additional revenue.

## EXPENDITURES AND USES

In total, expenditures and other uses for fiscal year 2015/16 are budgeted to be $20 million. This represents an increase of $2.3 million as compared to the 2014/15 budget. Significant expenditure highlights are discussed below.

### General Fund

Total General Fund expenditures are projected to be $16 million. Noteworthy General Fund expenditure issues are as follows:

- The City of Duarte has three tiers in its CalPERS retirement program. The majority of our employees are in the first tier, because they were hired prior to March 19, 2012. This tier is the original retirement program and it is now a closed tier. In the future, employees will only be able to enter into the second or third tier programs. While all tiers' rates have increased this year, the original tier has the largest increase, from 27% to 33%. This increase is the result of several changes to the CalPERS actuarial assumptions, in particular the changes to how we pay for our unfunded liability in the risk pool. Based on the current projections by the CalPERS actuarial staff, we should anticipate that this rate will continue to increase to its highest point of 37% by 2017/18 due to the added impact of CalPERS new actuarial assumptions, including a 20-year projected improvement in mortality. The rates are then projected to drop down closer to 27% in 2018/19 and gradually increase from there over time. Please note that CalPERS rates are a bit of a moving target, as we were just recently notified that there are further discussions by CalPERS about changing the risk mitigation strategies, which could increase rates further. We will continue to monitor these proposals at CalPERS and update Council regularly.

- Fulltime employee salary and benefit costs represent about 35% of the City's General Fund expenditures this year. In 2014/15 a three year MOU was negotiated. Fiscal year 2015/16 includes a 2% salary increase, which is estimated to increase expenses by $70,000. A 1% salary increase was negotiated for 2016/17 and is projected to increase expenses by another $45,000.

- Part time employees represent more than 40% of Duarte's workforce hours. As of July 1, 2015 the Healthy Families Act of 2014 requires that the City provide up to 24 hours of sick leave per year to part time employees who are employed for at least 30 days. The estimated cost to the City is $36,000.

- Legal expenses are projected to increase by approximately $15,000 in 2015/16 largely due to increased funding for legal assistance with code enforcement issues and negotiation with the property owners in the Mike's Food shopping center.

- The projected cost of the Los Angeles County Sheriff's contract in Duarte in 2015/16 is $3.1 million, which represents approximately 19% of the General Fund expenses. This includes an assumption of status quo on the number of deputies in the contract, a 2.5% salary increase that was recently announced by the LA County Sheriff's Department and a 6% liability trust fund surcharge, which is 1% higher than 2014/15. Approximately $100,000 of the Sheriff's contract amount will be funded by the City's Supplemental Law Enforcement (COPS) funds and $169,000 will be paid by the Duarte Unified School District and CalGrip grant funds.

- This budget includes $45,000 for election costs in November 2015.

- One-time capital projects such as Community Center chairs ($9,000), rubberized playground surface at Royal Oaks Park ($23,000), iPads for the transition to Granicus' electronic agendas ($7,000) and 3 laptops and 2 projectors for checking out for City presentations ($6,000), are included in the budget. There are also a handful of public works projects, like updating the City's regulatory street signs ($10,000), a circulation study of peak hours for Huntington Drive ($50,000), a median water tolerant landscape plan ($10,000) and the use of preventive graffiti paint ($10,000). The budget also includes the replacement of the Civic Center Parking lot lighting with LED as a pilot program. We estimate that the cost for this pilot program will be $30,000 and it will reduce the electrical costs by 30% to 35%.

- Costs related to National Pollutant Discharge Elimination System (NPDES) compliance continues to increase. This year we have budgeted to continue funding of the Coordinated Integrated Monitoring Plan (CIMP) that we are partnering on with adjacent cities as well as funding for our memberships with the Rio Hondo and San Gabriel River water quality groups. We have also added an additional $40,000 for the next phase of implementation of the NPDES requirements, which may include the installation of screens or other devices in our high sensitivity storm drain locations.

- Based on a review of vehicle age, mileage, repair costs and usage, this budget includes the replacement of four City vehicles. These replacements include a Field Services truck, a Facilities Maintenance truck, a Parks & Recreation passenger van and the City Manager's vehicle. $116,000 is budgeted in the Vehicle Replacement funds in the General Fund and $33,000 in the AQMD fund for these purchases.

**Other City Funds**

The following are highlights for City funds other than the General Fund:

- As discussed at a recent workshop on the Landscape and Lighting Districts, the Neighborhood Districts are largely balanced because staff is able to adjust the water usage and maintenance levels. Unfortunately, in the Citywide District, while significant and noticeable reductions in service and operating efficiencies have been implemented over the last few years, we project that a subsidy of $326,000 will be needed from the General Fund to operate even at this lower level of service. This is a $26,000 increase from the 2014/15 subsidy and this year the main reason is the projected increase in the cost of electricity.

- As discussed earlier, due to vehicle miles and repair costs, the City manager's vehicle is budgeted for replacement with AQMD funds. While it was suggested that we should consider using additional AQMD funds for other City vehicle replacements, we need to reserve the remaining fund balance in the AQMD fund as a match on a recently awarded AB 2766 grant that can be used for the future purchase of a Transit bus. We are awaiting a decision on our Call for Projects grant and hoping that if we are awarded this grant, we can use the AB 2766 grant towards our match for the purchase of an entirely new fleet of Transit buses.

- One of the major capital improvement projects ranked very high on the City's list is the repair and replacement of the Fitness Center pools decking, tile, gutters and plaster. Initial estimates indicate that it will cost between $325,000 and $400,000 to make all necessary repairs. However, there is currently $267,000 in the City's Prop A grant Park Maintenance and Servicing Account and we have submitted a request to the LA County Regional Park and Open Space District to tap into these funds for this project. If we are successful, the City would only need to identify funds to pay for the remaining $60,000+ that would be needed to complete the project. We expect to receive a response from the County by the first of next month and will be coming back with a detailed City Council meeting presentation on the specifics of the project costs and discuss funding options at that time.

- This budget includes expending $130,000 of the Proposition A transportation funds that are reserved for Gold Line improvements for the installation of and replacement of bus benches an trash receptacles throughout the City in order to be consistent with those that are being installed around the Gold Line Station and Duarte Road. If the MTA does not concur that this meets the scope of the Gold Line reserve, Staff would come back to ask Council to authorize the use of a portion of the Pop A funds that were recently purchased from Lancaster.

## RESERVES

It is projected that the General Fund will end the fiscal year with a reserve of $6.7 million or 42% of the General Fund budget. Please note that we have received our very first City Loan repayment from the Successor Agency of the former Redevelopment Agency in the amount of $1.3 million. This amount will obviously increase the fund balance amounts, however Council has had discussions on designating these funds for specific projects or purposes through a Fund Balance Reserve Policy and that would make them unavailable for general expenses. In addition, because the budget trailer bill that calls into question City reimbursement agreements is still pending resolution, this money could be at risk of being taken back by the State. Either way, these funds have not been included in General Fund balance calculations at this time.

The Housing Authority is projected to end the fiscal year with a negative reserve of $1.8 million, but it separately holds $2.7 million in land assets.

## ORGANIZATION AND STAFFING

The fiscal year 2015/16 budget does not plan any major organizational changes at this time. In total, the City's authorized staffing for the upcoming year includes 43 full time positions and enough part time positions to be equivalent of another 29 full time employees.

## OVERALL BUDGET PERSPECTIVE

The 2015/16 General Fund budget includes a deficit of $691,200. This means that expenses are expected to exceed revenues by that amount.

This budget includes close to $500,000 in cost increases that are outside of the Council's control, such as CalPERS rate increases, Part Time sick leave benefits, and Sheriff's contract increases. Unfortunately, these are not one time increases and they will become part of our ongoing operational costs in future years. As a result, it is important to note that as much as revenues continue to increase at a moderate level and the City Council continues to keep the expenses that are under their control at a moderate level, it may not be enough to balance the budget, because the items that are not in their control exceed our current revenue capacity. This deficit spending represents about a 10% reduction in reserves and while these margins are small, the cost of providing services to Duarte continues to grow faster than the revenues and as a result, we do not have enough to annually set aside substantial reserves. It will be necessary to re-evaluate programs or identify alternative funding opportunities in the future, because the steady increase of costs cannot be managed with the slow recovery of current revenues.

## CONCLUSION

This 2015/16 budget represents a turning point in Duarte's future. In keeping with the Mayor's State of the City address, "Back to Duarte's Future: The Future Starts Now" this budget begins to proactively include financial commitments to programs and projects, which will benefit all Duarte residents. Instead of responding to the crisis of the moment, like we did for many years during the great recession, we are now planning for the future. This budget begins to bring back programs and projects, which were put on hold or eliminated over the past several years. In essence this begins a "reinvesting" in programs, projects and services.

While upwards of $500,000 of the deficit is out of the control of the City Council, this budget includes new programs for our youth and seniors, along with capital improvements funding for our community center, playgrounds and information technology, making government more transparent. The staff will continue in 2015/16 to evaluate and recommend to the City Council the expansion of such programs and projects, which will go directly to enhancing the "qualify of life" of every resident in our City.

In closing, I'd like to express my appreciation to both the City Council and staff for their hard work in preparing this budget, and also for the many accomplishments we achieved during the 2014/15 year. We are reminded of a few of these: electronic message board, upgraded community center audio visual/sound system, Part 1 crime reduction by 15%, and final improvements around the Duarte Gold Line Station. The City will also be a proud host to the South African delegation during the 2015 Special Olympic World Games on July 22, 2015. Stay tuned!

Respectfully Submitted,

Darrell J. George
City Manager

# FY 2015/16
# GENERAL FUND SUMMARY

FISCAL YEAR 2015 - 2016

| | FY 2014-15 Amended Budget | FY 2014-15 Est Actual | FY 2015-16 CMgr Recommended |
|---|---|---|---|
| **GENERAL FUND** | | | |
| Revenues: | | | |
| Property tax | 1,128,000 | 1,128,000 | 1,160,000 |
| Sales tax | 5,134,000 | 5,134,000 | 5,471,000 |
| Franchise tax | 840,000 | 875,000 | 871,000 |
| Business license tax | 340,000 | 340,000 | 320,000 |
| Other taxes | 165,000 | 165,000 | 173,000 |
| Building permits | 400,000 | 400,000 | 400,000 |
| Other licenses & permits | 261,000 | 261,000 | 271,000 |
| Interest | 25,000 | 15,000 | 15,000 |
| Other uses of money & property | 267,000 | 250,000 | 248,900 |
| Motor vehicle in lieu fees | 1,833,000 | 1,833,000 | 1,886,000 |
| Other intergovernmental | 629,100 | 609,300 | 843,500 |
| Recreation fees | 424,000 | 409,100 | 416,700 |
| Other service charges | 244,500 | 247,400 | 267,600 |
| Fines & forfeitures | 189,000 | 194,000 | 165,000 |
| Miscellaneous revenues | 626,500 | 645,700 | 782,200 |
| Reimbursements from other funds | 920,400 | 920,700 | 907,800 |
| Transfers in from other funds | 147,000 | 147,400 | 1,150,000 |
| **Total Revenues** | 13,573,500 | 13,574,600 | 15,348,700 |
| Expenditures: | | | |
| City council | 112,200 | 106,900 | 111,800 |
| City manager | 831,200 | 831,500 | 933,000 |
| Legal services | 155,000 | 155,000 | 170,000 |
| Com. Promotions & memberships | 193,200 | 191,000 | 196,700 |
| Public safety | 4,261,500 | 4,267,400 | 4,532,300 |
| Community development | 2,064,200 | 2,064,600 | 2,725,500 |
| Field services | 713,100 | 712,200 | 753,600 |
| Sports Park | 94,600 | 94,600 | 114,000 |
| Parks and recreation | 1,767,600 | 1,767,900 | 1,895,900 |
| Facilities maintenance | 780,500 | 781,700 | 769,000 |
| Administrative services | 2,227,400 | 2,228,400 | 2,362,000 |
| Transfers out to other funds | 447,200 | 447,600 | 1,476,100 |
| **Total Expenditures** | 13,647,700 | 13,648,800 | 16,039,900 |
| Revenues Over (Under) Expenditures | (74,200) | (74,200) | (691,200) |
| **Subtotal Surplus/(deficit)** | **(74,200)** | **(74,200)** | **(691,200)** |
| Prop A Exchange for $700k | (490,000) | (490,000) | - |
| Final Surplus/(deficit) | (564,200) | (564,200) | (691,200) |
| **Beginning Fund Balance** | **7,988,000** | **7,988,000** | **7,423,800** |
| Revenues Over (Under) Expenditures | (564,200) | (564,200) | (691,200) |
| **Ending Fund Balance** | **7,423,800** | **7,423,800** | **6,732,600** |

# FY 2015/16
# SPECIAL FUND SUMMARY

FISCAL YEAR 2015 - 2016

| | FY 2014-15 Amended Budget | FY 2014-15 Est Actual | FY 2015-16 CMgr Recommended |
|---|---|---|---|
| **OTHER FUNDS** | | | |
| **STATE GASOLINE TAX** | | | |
| Revenues: | | | |
| Interest | 1,300 | 1,000 | 1,500 |
| Gasoline tax | 728,600 | 729,200 | 495,300 |
| Total Revenues | 729,900 | 730,200 | 496,800 |
| Expenditures: | | | |
| Miscellaneous projects | 449,100 | 449,100 | 242,500 |
| Reimbursement to General Fund | 192,500 | 192,800 | 180,600 |
| Total Expenditures | 641,600 | 641,900 | 423,100 |
| Revenues Over (Under) Expenditures | 88,300 | 88,300 | 73,700 |
| Beginning Fund Balance | 358,300 | 392,388 | 480,688 |
| Ending Fund Balance | 446,600 | 480,688 | 554,388 |
| **LIGHTING AND LANDSCAPE** | | | |
| Revenues: | | | |
| Transfers in - general fund | 300,200 | 300,200 | 326,100 |
| Assessments & other | 1,196,000 | 1,196,000 | 1,196,000 |
| Total Revenues | 1,496,200 | 1,496,200 | 1,522,100 |
| Expenditures: | | | |
| City-wide lighting | 311,900 | 311,900 | 325,900 |
| City-wide landscape | 899,800 | 899,800 | 900,300 |
| Landscape zones | 284,500 | 284,500 | 295,900 |
| Total Expenditures | 1,496,200 | 1,496,200 | 1,522,100 |
| Revenues Over (Under) Expenditures | 0 | 0 | 0 |
| Beginning Fund Balance | 54,300 | 65,645 | 65,645 |
| Ending Fund Balance | 54,300 | 65,645 | 65,645 |
| **COMMUNITY DEVELOPMENT BLOCK GRANT** | | | |
| Revenues: | | | |
| Entitlement | 144,000 | 144,000 | 140,000 |
| Total Revenues | 144,000 | 144,000 | 140,000 |
| Expenditures: | | | |
| Home rebate | 0 | 0 | 0 |
| Storm Drain Study/Improvements | 0 | 0 | 0 |
| ADA Improvements | 144,000 | 144,000 | 85,000 |
| Other | 0 | 0 | 0 |
| Total Expenditures | 144,000 | 144,000 | 85,000 |
| Revenues Over (Under) Expenditures | 0 | 0 | 55,000 |
| Beginning Fund Balance | 0 | 0 | 0 |
| Ending Fund Balance | 0 | 0 | 55,000 |

FISCAL YEAR 2015 - 2016

| | FY 2014-15 Amended Budget | FY 2014-15 Est Actual | FY 2015-16 CMgr Recommended |
|---|---|---|---|
| **PAEG FEES** | | | |
| Revenues: | | | |
| Interest Earnings | 100 | 0 | 0 |
| Fees | 24,000 | 24,000 | 24,000 |
| Total Revenues | 24,100 | 24,000 | 24,000 |
| Expenditures: | | | |
| Other Expenses | 220,000 | 220,000 | 24,000 |
| Total Expenditures | 220,000 | 220,000 | 24,000 |
| Revenues Over (Under) Expenditures | (195,900) | (196,000) | 0 |
| Beginning Fund Balance | 138,300 | 135,852 | 0 |
| Ending Fund Balance | (57,600) | (60,148) | 0 |
| **SUPPLEMENTAL LAW ENFORCEMENT** | | | |
| Revenues: | | | |
| Interest | 100 | 0 | 100 |
| Entitlement | 130,000 | 130,000 | 100,000 |
| Total Revenues | 130,100 | 130,000 | 100,100 |
| Expenditures: | | | |
| Special events patrol | 10,000 | 10,000 | 10,000 |
| Contract law enforcement | 121,000 | 120,000 | 90,000 |
| Total Expenditures | 131,000 | 130,000 | 100,000 |
| Revenues Over (Under) Expenditures | (900) | 0 | 100 |
| Beginning Fund Balance | 14,600 | 12,539 | 12,539 |
| Ending Fund Balance | 13,700 | 12,539 | 12,639 |
| **BICYCLE & PEDESTRIAN SAFETY** | | | |
| Revenues: | | | |
| Interest | 0 | 0 | 0 |
| Entitlement | 17,500 | 17,500 | 14,200 |
| Total Revenues | 17,500 | 17,500 | 14,200 |
| Expenditures: | | | |
| Sidewalk improvements | 17,500 | 17,500 | 14,200 |
| Total Expenditures | 17,500 | 17,500 | 14,200 |
| Revenues Over (Under) Expenditures | 0 | 0 | 0 |
| Beginning Fund Balance | 0 | 0 | 0 |
| Ending Fund Balance | 0 | 0 | 0 |
| **AIR QUALITY MANAGEMENT** | | | |
| Revenues: | | | |
| Interest | 100 | 100 | 100 |
| Entitlement | 25,700 | 25,700 | 26,000 |
| Total Revenues | 25,800 | 25,800 | 26,100 |
| Expenditures: | | | |
| Vehicles | 0 | 0 | 0 |
| Street Improvements | 0 | 0 | 0 |

FISCAL YEAR 2015 - 2016

| | FY 2014-15 Amended Budget | FY 2014-15 Est Actual | FY 2015-16 CMgr Recommended |
|---|---|---|---|
| Other | 7,500 | 7,500 | 35,500 |
| Total Expenditures | 7,500 | 7,500 | 35,500 |
| Revenues Over (Under) Expenditures | 18,300 | 18,300 | (9,400) |
| Beginning Fund Balance | 35,600 | 40,617 | 58,917 |
| Ending Fund Balance | 53,900 | 58,917 | 49,517 |

**PARK DEVELOPMENT GRANT**

| | | | |
|---|---|---|---|
| Revenues: | | | |
| Grant Programs | 0 | 0 | 0 |
| Interest | 0 | 0 | 0 |
| Safe neighborhood parks act | 16,000 | 16,000 | 16,000 |
| Total Revenues | 16,000 | 16,000 | 16,000 |
| Expenditures: | | | |
| Park improvements | 0 | 0 | 0 |
| Other capital improvements | 16,000 | 16,000 | 16,000 |
| Total Expenditures | 16,000 | 16,000 | 16,000 |
| Revenues Over (Under) Expenditures | 0 | 0 | 0 |
| Beginning Fund Balance | 0 | 0 | 0 |
| Ending Fund Balance | 0 | 0 | 0 |

**QUIMBY ACT**

| | | | |
|---|---|---|---|
| Revenues: | | | |
| Interest | 0 | 0 | 0 |
| Assessments | 0 | 0 | 0 |
| Total Revenues | 0 | 0 | 0 |
| Expenditures: | | | |
| Park improvements | 0 | 0 | 0 |
| Transfers out - cash flow | 0 | 0 | 0 |
| Total Expenditures | 0 | 0 | 0 |
| Revenues Over (Under) Expenditures | 0 | 0 | 0 |
| Beginning Fund Balance | 53,600 | 53,565 | 53,565 |
| Ending Fund Balance | 53,600 | 53,565 | 53,565 |

**TRANSPORTATION - PROPOSITION A**

| | | | |
|---|---|---|---|
| Revenues: | | | |
| Interest | 6,000 | 5,000 | 7,000 |
| Entitlement | 365,000 | 377,400 | 377,400 |
| NTD Entitlement | 37,000 | 39,300 | 39,300 |
| Purchased Prop A funds | 700,000 | 700,000 | 0 |
| Reimbursements | 396,600 | 347,600 | 313,100 |
| Total Revenues | 1,504,600 | 1,469,300 | 736,800 |
| Expenditures: | | | |
| Reimbursement - General Fund | 104,000 | 104,000 | 104,000 |
| Bike and Pedestrian plan | 0 | 0 | 40,000 |
| Bus stop improvements | 0 | 0 | 300,000 |
| Transit services | 700,600 | 701,817 | 817,400 |
| Total Expenditures | 804,600 | 805,817 | 1,261,400 |

FISCAL YEAR 2015 - 2016

| | FY 2014-15 Amended Budget | FY 2014-15 Est Actual | FY 2015-16 CMgr Recommended |
|---|---|---|---|
| Revenues Over (Under) Expenditures | 700,000 | 663,483 | (524,600) |
| Beginning Fund Balance | 2,365,000 | 2,358,105 | 3,021,588 |
| Ending Fund Balance | 3,065,000 | 3,021,588 | 2,496,988 |

**TRANSPORTATION - PROPOSITION C**

| | | | |
|---|---|---|---|
| Revenues: | | | |
| Interest | 500 | 800 | 1,000 |
| Entitlement | 300,000 | 313,100 | 313,100 |
| Total Revenues | 300,500 | 313,900 | 314,100 |
| Expenditures: | | | |
| Reimbursements | 406,600 | 357,600 | 313,100 |
| Other | 0 | 0 | 0 |
| Total Expenditures | 406,600 | 357,600 | 313,100 |
| Revenues Over (Under) Expenditures | (106,100) | (43,700) | 1,000 |
| Beginning Fund Balance | 229,800 | 293,414 | 249,714 |
| Ending Fund Balance | 123,700 | 249,714 | 250,714 |

**MEASURE R LOCAL RETURN**

| | | | |
|---|---|---|---|
| Revenues: | | | |
| Interest | 900 | 1,000 | 1,500 |
| Other | 225,000 | 234,800 | 222,000 |
| Total Revenues | 225,900 | 235,800 | 223,500 |
| Expenditures: | | | |
| Other | 225,000 | 225,000 | 198,800 |
| Total Expenditures | 225,000 | 225,000 | 198,800 |
| Revenues Over (Under) Expenditures | 900 | 10,800 | 24,700 |
| Beginning Fund Balance | 277,000 | 460,727 | 471,527 |
| Ending Fund Balance | 277,900 | 471,527 | 496,227 |

**TOWN CENTER DEBT SERVICE**

| | | | |
|---|---|---|---|
| Revenues: | | | |
| Interest | 1,200 | 1,000 | 1,400 |
| Transfers in | 225,000 | 225,000 | 225,000 |
| Total Revenues | 226,200 | 226,000 | 226,400 |
| Expenditures: | | | |
| Interest expense | 23,000 | 23,000 | 20,400 |
| Principal payment | 128,100 | 128,100 | 130,600 |
| Other | 2,000 | 3,600 | 3,500 |
| Total Expenditures | 153,100 | 154,700 | 154,500 |
| Revenues Over (Under) Expenditures | 73,100 | 71,300 | 71,900 |
| Beginning Fund Balance | 563,600 | 556,768 | 628,068 |
| Ending Fund Balance | 636,700 | 628,068 | 699,968 |

FISCAL YEAR 2015 - 2016

| | FY 2014-15 Amended Budget | FY 2014-15 Est Actual | FY 2015-16 CMgr Recommended |
|---|---|---|---|
| **COMMUNITY IMPROVEMENT** | | | |
| Revenues: | | | |
| Interest | 0 | 0 | 0 |
| Grant funding | 0 | 147,400 | 1,150,000 |
| Transfers in - General Fund | 0 | 147,400 | 1,150,000 |
| Total Revenues | 0 | 294,800 | 2,300,000 |
| Expenditures: | | | |
| Professional Services (ATP grant) | 0 | 147,400 | 1,150,000 |
| Other Capital Improvements | 0 | 0 | 0 |
| Transfers Out - General Fund | 0 | 147,400 | 1,150,000 |
| Total Expenditures | 0 | 294,800 | 2,300,000 |
| Revenues Over (Under) Expenditures | 0 | 0 | 0 |
| Beginning Fund Balance | 0 | 0 | 0 |
| Ending Fund Balance | 0 | 0 | 0 |
| **INCLUSIONARY HOUSING** | | | |
| Revenues: | | | |
| Interest | 1,300 | 1,000 | 1,400 |
| Assesments | 0 | 0 | 0 |
| Total Revenues | 1,300 | 1,000 | 1,400 |
| Expenditures: | | | |
| Other expenses | 0 | 0 | 0 |
| Total Expenditures | 0 | 0 | 0 |
| Revenues Over (Under) Expenditures | 1,300 | 1,000 | 1,400 |
| Beginning Fund Balance | 500,600 | 499,886 | 500,886 |
| Ending Fund Balance | 501,900 | 500,886 | 502,286 |
| **HOUSING AUTHORITY** | | | |
| Revenues: | | | |
| Interest | 0 | 0 | 0 |
| Other Revenue | 0 | 0 | 0 |
| Total Revenues | 0 | 0 | 0 |
| Expenditures: | | | |
| Meeting Stipends | 3,900 | 3,900 | 3,600 |
| Administrative Services | 0 | 0 | 0 |
| Legal Counsel | 0 | 0 | 0 |
| Payment fo LA County | 2,000 | 200 | 0 |
| Total Expenditures | 5,900 | 4,100 | 3,600 |
| Revenues Over (Under) Expenditures | (5,900) | (4,100) | (3,600) |
| Beginning Fund Balance | (1,816,700) | (1,767,391) | (1,771,491) |
| Ending Fund Balance | (1,822,600) | (1,771,491) | (1,775,091) |

# FY 2015/16
# PERSONNEL SUMMARY

| | FY 2014-15 | | FY 2015-16 | |
|---|---|---|---|---|
| | **Full-Time** | **Part-Time** | **Full-Time** | **Part-Time** |
| **CITY MANAGER/CITY CLERK** | | | | |
| City Manager | 1.00 | 0.00 | 1.00 | 0.00 |
| City Clerk | 1.00 | 0.00 | 1.00 | 0.00 |
| Deputy City Manager | 1.00 | 0.00 | 1.00 | 0.00 |
| Administrative Assistant | 1.00 | 0.00 | 1.00 | 0.00 |
| City Hall Receptionist | 1.00 | 0.00 | 1.00 | 0.00 |
| College Intern | 0.00 | 0.00 | 0.00 | 0.00 |
| **Department Total** | **5.00** | **0.00** | **5.00** | **0.00** |
| | | | | |
| **PUBLIC SAFETY** | | | | |
| Director of Public Safety Services | 1.00 | 0.00 | 1.00 | 0.00 |
| Public Safety Manager | 1.00 | 0.00 | 1.00 | 0.00 |
| Code Compliance/Animal Control Off. | 2.00 | 0.00 | 2.00 | 0.00 |
| Crime Prevention Specialist | 1.00 | 0.00 | 1.00 | 0.00 |
| Administrative Secretary | 1.00 | 0.00 | 1.00 | 0.00 |
| Community Services Officer | 0.00 | 1.80 | 0.00 | 1.90 |
| Crossing Guard | 0.00 | 0.90 | 0.00 | 0.90 |
| College Intern | 0.00 | 0.50 | 0.00 | 0.50 |
| **Department Total** | **6.00** | **3.20** | **6.00** | **3.30** |
| | | | | |
| **PARKS & RECREATION** | | | | |
| Director of Parks & Recreation | 1.00 | 0.00 | 1.00 | 0.00 |
| Recreation Supervisor | 5.00 | 0.00 | 5.00 | 0.00 |
| Recreation Coordinator | 1.00 | 0.00 | 1.00 | 0.00 |
| Administrative Secretary | 1.00 | 0.00 | 1.00 | 0.00 |
| Recreation Leader/Cashier | 0.00 | 9.80 | 0.00 | 9.80 |
| Aerobic Instructor | 0.00 | 0.40 | 0.00 | 0.40 |
| Lifeguard/Instructor | 0.00 | 2.60 | 0.00 | 2.60 |
| Computer Lab Instructor | 0.00 | 0.40 | 0.00 | 0.40 |
| Boxing Instructor | 0.00 | 1.80 | 0.00 | 1.80 |
| **Department Total** | **8.00** | **15.00** | **8.00** | **15.00** |
| | | | | |
| **FACILITY MAINTENANCE** | | | | |
| Facilities Maintenance Supervisor | 1.00 | 0.00 | 1.00 | 0.00 |
| Sr Custodian | 0.00 | 0.00 | 0.00 | 0.00 |
| Custodian | 0.00 | 6.60 | 0.00 | 6.60 |
| **Department Total** | **1.00** | **6.60** | **1.00** | **6.60** |

| | FY 2014-15 | | FY 2015-16 | |
|---|---|---|---|---|
| | **Full-Time** | **Part-Time** | **Full-Time** | **Part-Time** |
| **COMMUNITY DEVELOPMENT** | | | | |
| Director of Community Development | 1.00 | 0.00 | 1.00 | 0.00 |
| City Planner | 0.00 | 0.00 | 0.00 | 0.00 |
| Community Development Technician | 0.00 | 0.00 | 1.00 | 0.00 |
| Senior Planner | 2.00 | 0.00 | 2.00 | 0.00 |
| Associate Planner | 1.00 | 0.00 | 1.00 | 0.00 |
| Assistant Planner | 0.00 | 0.00 | 0.00 | 0.00 |
| Public Works Manager | 1.00 | 0.00 | 1.00 | 0.00 |
| Assistant Civil Engineer | 1.00 | 0.00 | 1.00 | 0.00 |
| Administrative Secretary | 2.00 | 0.00 | 2.00 | 0.00 |
| Clerk Typist | 0.00 | 0.00 | 0.00 | 0.00 |
| College Intern | 0.00 | 0.50 | 0.00 | 0.50 |
| **Department Total** | **8.00** | **0.50** | **9.00** | **0.50** |
| **FIELD SERVICES** | | | | |
| Field Services Manager | 1.00 | 0.00 | 1.00 | 0.00 |
| Field Services Supervisor | 1.00 | 0.00 | 0.00 | 0.00 |
| Maintenance Technician | 0.00 | 0.00 | 1.00 | 0.00 |
| Senior Maintenance Tech/Electrician | 1.00 | 0.00 | 1.00 | 0.00 |
| Senior Maintenance Technician | 2.00 | 0.00 | 2.00 | 0.00 |
| Irrigation Control Technician | 1.00 | 0.00 | 1.00 | 0.00 |
| **Department Total** | **6.00** | **0.00** | **6.00** | **0.00** |
| **ADMINISTRATIVE SERVICES** | | | | |
| Assistant City Manager | 1.00 | 0.00 | 1.00 | 0.00 |
| Financial Services Manager | 1.00 | 0.00 | 1.00 | 0.00 |
| Accountant | 1.00 | 0.00 | 1.00 | 0.00 |
| Accounting Specialist | 1.00 | 0.00 | 1.00 | 0.00 |
| Administrative Secretary | 1.00 | 0.00 | 1.00 | 0.00 |
| Human Resources Manager | 0.00 | 0.00 | 0.00 | 0.00 |
| Human Resources Specialist | 1.00 | 0.00 | 1.00 | 0.00 |
| College Intern | 0.00 | 0.50 | 0.00 | 0.50 |
| **Department Total** | **6.00** | **0.50** | **6.00** | **0.50** |
| **TRANSIT** | | | | |
| Transit Supervisor | 1.00 | 0.00 | 1.00 | 0.00 |
| Lead Driver | 1.00 | 0.00 | 1.00 | 0.00 |
| Bus Driver | 0.00 | 3.30 | 0.00 | 3.30 |
| **Department Total** | **2.00** | **3.30** | **2.00** | **3.30** |
| **CITY TOTAL** | **42.00** | **29.10** | **43.00** | **29.20** |

# FY 2015/16
# GENERAL FUND REVENUE DETAIL

| FY 2015-16 Budget | | 2014/15 Amended Budget | 2014/15 Est Year End Actual | 2015/16 Recommended Budget |
|---|---|---|---|---|
| **Fund: 100 - GENERAL FUND REVENUE** | | | | |
| 100-4001 | General Property Tax | 1,128,000 | 1,128,000 | 1,160,000 |
| 100-4002 | Sales And Use Tax | 5,134,000 | 5,134,000 | 5,471,000 |
| 100-4003 | Franchise Tax | 840,000 | 875,000 | 871,000 |
| 100-4004 | Business License Tax | 340,000 | 340,000 | 320,000 |
| 100-4005 | Transient Occupancy Tax | 100,000 | 100,000 | 100,000 |
| 100-4006 | Real Prop Transfer Tax | 65,000 | 65,000 | 73,000 |
| 100-4201 | Building Permits | 400,000 | 400,000 | 400,000 |
| 100-4202 | Engineering Permits | 120,000 | 120,000 | 140,000 |
| 100-4203 | Industrial Waste Permits | 30,000 | 30,000 | 30,000 |
| 100-4204 | Animal Licenses | 70,000 | 70,000 | 70,000 |
| 100-4205 | Parking Permits | 40,000 | 40,000 | 30,000 |
| 100-4206 | Sign Permits | 1,000 | 1,000 | 1,000 |
| 100-4301 | Traffic Fines | 80,000 | 75,000 | 70,000 |
| 100-4302 | Parking Citations | 80,000 | 85,000 | 90,000 |
| 100-4303 | Other Fines | 29,000 | 34,000 | 5,000 |
| 100-4401 | Interest Earnings | 25,000 | 15,000 | 15,000 |
| 100-4402 | Community Center Rentals | 30,000 | 26,500 | 30,000 |
| 100-4403 | Swimming Pool Rentals | 5,000 | 3,000 | 4,000 |
| 100-4404 | Other Building Rentals | 9,000 | 7,000 | 7,000 |
| 100-4405 | 3rd St Building Rental | 45,000 | 45,000 | 44,000 |
| 100-4406 | Restroom & Gazebo Rentals | 3,000 | 3,500 | 5,000 |
| 100-4407 | Sports Field Rentals | 70,000 | 70,000 | 70,000 |
| 100-4408 | Property Rental | 105,000 | 95,000 | 88,900 |
| 100-4409 | Sale of Property | 0 | 0 | 0 |
| 100-4601 | Motor Veh License Fee | 1,833,000 | 1,833,000 | 1,886,000 |
| 100-4603 | State Mandates (SB90) | 0 | 11,900 | 0 |
| 100-4604 | Pub Safety Augmentation | 100,000 | 100,000 | 120,000 |
| 100-4611 | Grant Programs Rev | 378,000 | 378,000 | 598,000 |
| 100-4613 | Other State Grants | 0 | 0 | 6,200 |
| 100-4615 | Recycling Grants | 10,900 | 6,000 | 5,900 |
| 100-4616 | America's Promise Grant | 140,200 | 113,400 | 113,400 |
| 100-4801 | Recreation Class Fees | 98,000 | 88,200 | 95,000 |
| 100-4802 | Racquetball Court Fees | 4,500 | 4,500 | 4,500 |
| 100-4803 | Open Swim Fees | 18,000 | 18,000 | 18,000 |
| 100-4804 | Swim Team Fees | 9,000 | 9,000 | 9,000 |
| 100-4805 | Fitness Center Fees | 7,000 | 7,000 | 7,000 |
| 100-4806 | Adult Excursion Fees | 25,000 | 21,000 | 21,000 |
| 100-4807 | Health Membership Fees | 75,000 | 70,500 | 70,500 |
| 100-4808 | Swim Lesson Fees | 90,000 | 94,000 | 94,000 |
| 100-4809 | Sports Program Fees | 35,200 | 34,200 | 34,000 |
| 100-4810 | Teen Center Fees | 7,300 | 6,300 | 6,300 |
| 100-4811 | Boxing Fees | 13,000 | 13,000 | 12,000 |
| 100-4812 | Senior Center Fees | 22,000 | 23,400 | 23,400 |
| 100-4813 | Other Parks & Rec Fees | 6,000 | 6,000 | 6,000 |
| 100-4814 | Teen Excursion Fees | 4,000 | 4,000 | 5,000 |
| 100-4815 | Youth Excursion Fees | 10,000 | 10,000 | 11,000 |
| 100-4901 | Plan Check Fees | 120,000 | 120,000 | 140,000 |
| 100-4902 | Waste Management Fees | 60,000 | 61,900 | 63,100 |
| 100-4903 | Business Lic Appl Fees | 11,000 | 12,000 | 11,000 |

| FY 2015-16 Budget | | 2014/15 Amended Budget | 2014/15 Est Year End Actual | 2015/16 Recommended Budget |
|---|---|---|---|---|
| 100-4904 | Zoning Fees | 40,000 | 40,000 | 40,000 |
| 100-4905 | DUI Fees | 1,500 | 1,500 | 1,500 |
| 100-4907 | Auto Impound Fees | 12,000 | 12,000 | 12,000 |
| | | | | |
| 100-5004 | Other Revenue | 220,000 | 220,000 | 300,000 |
| 100-5005 | Taxable Sales | 1,500 | 2,000 | 2,000 |
| 100-5006 | Concert In The Park | 5,000 | 5,200 | 5,200 |
| 100-5010 | Reimbursements - COH EIR | 400,000 | 418,500 | 475,000 |
| | | | | |
| 100-5101 | Reimbursements-SA | 250,000 | 250,000 | 250,000 |
| 100-5102 | Reimbursements-Gas Tax | 192,500 | 192,800 | 180,600 |
| 100-5103 | Reimbursements-Prop A/C | 114,000 | 114,000 | 114,000 |
| 100-5105 | Reimbursements-L & L | 342,400 | 342,400 | 341,700 |
| 100-5106 | Reimbursements - Measure R | 20,000 | 20,000 | 20,000 |
| 100-5107 | Reimbursements - AQMD | 1,500 | 1,500 | 1,500 |
| 100-6911 | Transfer In-Other | 147,000 | 147,400 | 1,150,000 |
| | **Total General Fund:** | **13,573,500** | **13,574,600** | **15,348,700** |

# FY 2015/16
# GENERAL FUND EXPENSE DETAIL

| FY 2015-16 Budget | | 2014/15 Amended Budget | 2014/15 Est Year End Actual | 2015/16 Recommended Budget |
|---|---|---|---|---|
| **Fund: 100 - GENERAL FUND EXPENSES** | | | | |
| **City Council** | | | | |
| 100-1005-7002 | Regular Salaries | 50,800 | 47,600 | 47,600 |
| 100-1005-7071 | Health Insurance | 17,400 | 16,400 | 16,400 |
| 100-1005-7072 | Retirement | 9,000 | 9,000 | 11,100 |
| 100-1005-7073 | Disability Insurance | 500 | 500 | 500 |
| 100-1005-7074 | Life Insurance | 100 | 100 | 100 |
| 100-1005-7075 | Vision | 3,000 | 1,000 | 1,100 |
| 100-1005-7077 | Medicare | 600 | 600 | 600 |
| 100-1005-7078 | Dental | 5,300 | 5,700 | 5,800 |
| 100-1005-7614 | Office Supplies | 500 | 500 | 600 |
| 100-1005-7641 | Travel & Exp - Fasana | 3,500 | 3,500 | 3,500 |
| 100-1005-7642 | Travel & Exp - Finlay | 3,500 | 3,500 | 3,500 |
| 100-1005-7644 | Travel & Exp - Reyes | 0 | 0 | 0 |
| 100-1005-7646 | Travel & Exp - Paras | 3,500 | 4,000 | 4,000 |
| 100-1005-7647 | Travel & Exp - Riley | 4,000 | 4,000 | 3,500 |
| 100-1005-7648 | Travel & Exp - Kang | 3,500 | 3,500 | 3,500 |
| 100-1005-7980 | Other Expenses | 7,000 | 7,000 | 10,000 |
| | **Total City Council:** | **112,200** | **106,900** | **111,800** |
| **City Manager** | | | | |
| 100-1010-7002 | Regular Salaries | 544,500 | 539,000 | 551,600 |
| 100-1010-7003 | Part-Time/Temp Salaries | 0 | 7,500 | 0 |
| 100-1010-7030 | Overtime | 0 | 0 | 0 |
| 100-1010-7071 | Health Insurance | 44,400 | 44,400 | 44,400 |
| 100-1010-7072 | Retirement | 125,300 | 118,800 | 155,500 |
| 100-1010-7073 | Disability Insurance | 7,700 | 7,700 | 7,900 |
| 100-1010-7074 | Life Insurance | 1,000 | 1,000 | 1,000 |
| 100-1010-7075 | Vision | 1,100 | 1,100 | 1,100 |
| 100-1010-7076 | Tuition Reimbursement | 2,800 | 2,800 | 5,600 |
| 100-1010-7077 | Medicare | 7,500 | 7,600 | 7,800 |
| 100-1010-7078 | Dental | 6,400 | 6,100 | 6,100 |
| 100-1010-7610 | Travel, Mtgs & Conf | 10,000 | 10,000 | 10,000 |
| 100-1010-7612 | Publications | 4,000 | 4,000 | 4,000 |
| 100-1010-7614 | Office Supplies | 1,500 | 1,500 | 1,500 |
| 100-1010-7650 | Vehicle Maintenance | 12,000 | 12,000 | 10,000 |
| 100-1010-7651 | Election Services | 0 | 0 | 45,000 |
| 100-1010-7670 | Legal Notices | 9,000 | 9,000 | 9,000 |
| 100-1010-7965 | Professional Services | 50,000 | 55,000 | 60,000 |
| 100-1010-7980 | Other Expenses | 4,000 | 4,000 | 12,500 |
| | **Total City Manager:** | **831,200** | **831,500** | **933,000** |
| **Legal Services** | | | | |
| 100-1015-7680 | City Attorney | 70,000 | 100,000 | 100,000 |
| 100-1015-7682 | Labor Counsel | 30,000 | 20,000 | 20,000 |
| 100-1015-7684 | Code Enforcement | 5,000 | 5,000 | 20,000 |
| 100-1015-7686 | Other Legal Services | 50,000 | 30,000 | 30,000 |
| | **Total Legal Services:** | **155,000** | **155,000** | **170,000** |
| **Community Promo** | | | | |
| 100-1020-7710 | Chamber Of Commerce | 40,100 | 40,100 | 45,100 |
| 100-1020-7711 | Employee Recognition Comm | 4,500 | 4,500 | 5,500 |
| 100-1020-7712 | Community Information | 15,000 | 200 | 3,000 |
| 100-1020-7714 | Rose Parade Float | 0 | 0 | 0 |
| 100-1020-7716 | Special Community Events | 2,800 | 2,800 | 2,800 |
| 100-1020-7717 | Route 66 Parade | 2,700 | 2,500 | 2,700 |
| 100-1020-7719 | Volunteer Recognition | 2,000 | 2,000 | 2,000 |
| 100-1020-7720 | DCTV | 43,500 | 43,500 | 43,500 |
| 100-1020-7722 | City Web Site | 10,000 | 25,000 | 25,000 |
| 100-1020-7724 | Post Office Parking | 12,000 | 12,000 | 12,000 |
| 100-1020-7726 | Council Cablecasting | 18,400 | 16,000 | 12,000 |
| 100-1020-7728 | America's Promise | 0 | 0 | 0 |
| 100-1020-7980 | Other Expenses | 5,000 | 5,000 | 5,000 |
| | **Total Community Promotions:** | **156,000** | **153,600** | **158,600** |
| **Membership** | | | | |

| FY 2015-16 Budget | | 2014/15 Amended Budget | 2014/15 Est Year End Actual | 2015/16 Recommended Budget |
|---|---|---|---|---|
| 100-1025-7696 | SGV Council Of Governmnt | 11,500 | 11,500 | 11,900 |
| 100-1025-7697 | Pers Coalition | 300 | 300 | 300 |
| 100-1025-7698 | SCAG | 2,100 | 2,100 | 2,100 |
| 100-1025-7699 | League Of Calif Cities | 9,800 | 9,800 | 9,800 |
| 100-1025-7700 | SGV Econ Partnership | 5,000 | 5,000 | 5,300 |
| 100-1025-7701 | Area D Civil Defense | 1,100 | 1,100 | 1,100 |
| 100-1025-7702 | Natn'L League Of Cities | 1,900 | 1,900 | 1,900 |
| 100-1025-7703 | Contract Cities Assoc | 2,600 | 2,700 | 2,700 |
| 100-1025-7704 | LAEDC | 2,500 | 2,500 | 2,500 |
| 100-1025-770 | LAFCO | 400 | 500 | 500 |
| | **Total Memberships:** | **37,200** | **37,400** | **38,100** |
| **Public Safety** | | | | |
| 100-1205-7002 | Regular Salaries | 524,300 | 530,000 | 543,300 |
| 100-1205-7003 | Part-Time/Temp Salaries | 95,600 | 95,500 | 99,000 |
| 100-1205-7030 | Overtime | 1,000 | 1,000 | 1,000 |
| 100-1205-7041 | Uniform Allowance | 0 | 0 | 0 |
| 100-1205-7071 | Health Insurance | 40,700 | 35,500 | 35,500 |
| 100-1205-7072 | Retirement | 135,500 | 135,500 | 171,200 |
| 100-1205-7073 | Disability Insurance | 7,300 | 7,300 | 7,500 |
| 100-1205-7074 | Life Insurance | 900 | 900 | 1,000 |
| 100-1205-7075 | Vision | 1,100 | 1,200 | 1,200 |
| 100-1205-7076 | Tuition Reimbursement | 0 | 0 | 0 |
| 100-1205-7077 | Medicare | 8,500 | 8,500 | 8,700 |
| 100-1205-7078 | Dental | 6,600 | 6,900 | 6,900 |
| 100-1205-7610 | Travel, Mtgs & Conf | 2,000 | 2,000 | 2,000 |
| 100-1205-7612 | Publications | 2,000 | 2,000 | 2,000 |
| 100-1205-7613 | Duplications And Photos | 2,500 | 3,000 | 3,000 |
| 100-1205-7614 | Office Supplies | 2,500 | 2,500 | 2,500 |
| 100-1205-7615 | Emergency Supplies | 12,000 | 12,000 | 10,000 |
| 100-1205-7636 | Uniforms | 1,200 | 1,200 | 1,200 |
| 100-1205-7650 | Vehicle Maintenance | 39,000 | 39,000 | 39,000 |
| 100-1205-7655 | Emergency Services | 8,500 | 8,500 | 8,500 |
| 100-1205-7694 | Public Safety Commission | 100 | 100 | 100 |
| 100-1205-7761 | Parking Ticket Collect | 8,000 | 10,000 | 12,000 |
| 100-1205-7779 | Youth Programs | 30,000 | 30,000 | 32,000 |
| 100-1205-7780 | Animal Control | 30,000 | 30,000 | 33,000 |
| 100-1205-7781 | Contract Law Enforcement | 2,996,000 | 2,993,500 | 3,123,700 |
| 100-1205-7783 | Gapp Program | 94,000 | 94,000 | 148,000 |
| 100-1205-7784 | Prisoner Maintenance | 2,000 | 2,000 | 2,000 |
| 100-1205-7787 | Public Safety Cntr Lease | 102,000 | 102,000 | 105,000 |
| 100-1205-7823 | Code/Animal Control Data Sysl | 4,200 | 4,300 | 6,000 |
| 100-1205-7887 | Repairs & Replacements | 1,000 | 1,000 | 1,000 |
| 100-1205-7980 | Other Expenses | 103,000 | 106,000 | 125,000 |
| 100-1205-7984 | Cal Grip Gang Interv fy14/15 | 0 | 2,000 | 0 |
| 100-1205-8030 | Other Equipment | 0 | 0 | 1,000 |
| | **Total Public Safety Department:** | **4,261,500** | **4,267,400** | **4,532,300** |
| **Comm Dev** | | | | |
| 100-1405-7002 | Regular Salaries | 764,900 | 810,000 | 872,400 |
| 100-1405-7003 | Part-Time/Temp Salaries | 15,000 | 15,000 | 15,000 |
| 100-1405-7071 | Health Insurance | 67,400 | 47,000 | 51,400 |
| 100-1405-7072 | Retirement | 206,900 | 209,000 | 265,500 |
| 100-1405-7073 | Disability Insurance | 11,200 | 11,200 | 12,200 |
| 100-1405-7074 | Life Insurance | 1,400 | 1,400 | 1,500 |
| 100-1405-7075 | Vision | 1,800 | 2,300 | 2,300 |
| 100-1405-7076 | Tuition Reimbursement | 0 | 0 | 0 |
| 100-1405-7077 | Medicare | 11,100 | 11,300 | 12,200 |
| 100-1405-7078 | Dental | 10,800 | 12,800 | 12,800 |
| 100-1405-7610 | Travel, Mtgs & Conf | 8,000 | 8,000 | 8,000 |
| 100-1405-7612 | Publications | 6,000 | 6,000 | 6,000 |
| 100-1405-7613 | Duplications And Photos | 2,000 | 3,000 | 3,000 |
| 100-1405-7614 | Office Supplies | 3,000 | 3,000 | 4,000 |
| 100-1405-7650 | Vehicle Maintenance | 8,200 | 7,200 | 7,200 |

| FY 2015-16 Budget | | 2014/15 Amended Budget | 2014/15 Est Year End Actual | 2015/16 Recommended Budget |
|---|---|---|---|---|
| 100-1405-7670 | Legal Notices | 4,500 | 4,500 | 5,000 |
| 100-1405-7690 | Planning Commission | 3,000 | 3,000 | 4,000 |
| 100-1405-7800 | Building Dept Services | 212,000 | 212,000 | 200,000 |
| 100-1405-7801 | Industrial Waste Inspections | 15,000 | 15,000 | 20,000 |
| 100-1405-7802 | NPDES Requirements | 110,000 | 110,000 | 150,000 |
| 100-1405-7965 | Professional Services | 367,000 | 219,500 | 835,000 |
| 100-1405-7967 | Public Works Inspections | 20,000 | 20,000 | 20,000 |
| 100-1405-7969 | City Engineer | 100,000 | 100,000 | 100,000 |
| 100-1405-7972 | General Plan Update | 0 | 0 | 0 |
| 100-1405-7975 | Economic Dev Expenses | 50,000 | 50,000 | 50,000 |
| 100-1405-7980 | Other Expenses | 65,000 | 65,000 | 28,000 |
| 100-1405-8040 | Building Improvements | 0 | 0 | 0 |
| 100-1405-8100 | Other Capital Improvemnts | 0 | 118,400 | 40,000 |
| | **Total Community Develop Programs:** | **2,064,200** | **2,064,600** | **2,725,500** |
| **Field Svc** | | | | |
| 100-1410-7002 | Regular Salaries | 402,200 | 402,000 | 414,800 |
| 100-1410-7030 | Overtime | 3,000 | 3,000 | 2,000 |
| 100-1410-7041 | Uniform Allowance | 0 | 0 | 0 |
| 100-1410-7071 | Health Insurance | 26,800 | 27,000 | 35,100 |
| 100-1410-7072 | Retirement | 89,000 | 89,000 | 119,900 |
| 100-1410-7073 | Disability Insurance | 6,200 | 5,500 | 5,700 |
| 100-1410-7074 | Life Insurance | 800 | 700 | 700 |
| 100-1410-7075 | Vision | 1,700 | 1,500 | 1,500 |
| 100-1410-7076 | Tuition Reimbursement | 0 | 0 | 0 |
| 100-1410-7077 | Medicare | 5,900 | 5,400 | 5,600 |
| 100-1410-7078 | Dental | 7,800 | 8,400 | 8,400 |
| 100-1410-7610 | Travel, Mtgs & Conf | 3,000 | 3,000 | 3,000 |
| 100-1410-7612 | Publications | 3,000 | 3,000 | 3,000 |
| 100-1410-7614 | Office Supplies | 600 | 600 | 800 |
| 100-1410-7621 | Other Supplies | 2,000 | 2,000 | 2,000 |
| 100-1410-7630 | Equipment Rentals | 1,500 | 1,500 | 1,500 |
| 100-1410-7636 | Uniforms | 3,000 | 3,000 | 3,000 |
| 100-1410-7650 | Vehicle Maintenance | 45,000 | 45,000 | 45,000 |
| 100-1410-7656 | Emergency Generator | 10,000 | 10,000 | 10,000 |
| 100-1410-7810 | Street Sweeping | 1,600 | 1,600 | 1,600 |
| 100-1410-7814 | Graffiti Removal | 10,000 | 10,000 | 20,000 |
| 100-1410-7815 | Brush Clearance | 30,000 | 30,000 | 30,000 |
| 100-1410-7887 | Repairs & Replacements | 3,000 | 3,000 | 3,000 |
| 100-1410-7896 | Tree Replacememt | 35,000 | 35,000 | 5,000 |
| 100-1410-7980 | Other Expenses | 22,000 | 22,000 | 32,000 |
| | **Total Field Services:** | **713,100** | **712,200** | **753,600** |
| **Sports Park** | | | | |
| 100-1415-7661 | Sports Park - Other Svc | 4,000 | 4,000 | 5,000 |
| 100-1415-7843 | Sports Park - Water | 50,000 | 50,000 | 60,000 |
| 100-1415-7875 | Sports Park - Lighting | 11,000 | 11,000 | 11,000 |
| 100-1415-7889 | Sports Park - Repairs | 3,000 | 3,000 | 5,000 |
| 100-1415-7907 | Sports Park - Tree Trim | 1,000 | 1,000 | 3,000 |
| 100-1415-7916 | Sports Park - Landscape | 25,600 | 25,600 | 30,000 |
| | **Total Sports Park:** | **94,600** | **94,600** | **114,000** |
| | **Total Community Develop Dept:** | **2,871,900** | **2,871,400** | **3,593,100** |
| **Parks Rec** | | | | |
| 100-1605-7002 | Regular Salaries | 363,600 | 377,900 | 389,100 |
| 100-1605-7003 | Part-Time/Temp Salaries | 0 | 1,000 | 15,000 |
| 100-1605-7010 | Playgrd Superv Salaries | 97,700 | 97,700 | 102,700 |
| 100-1605-7011 | Fitness Center Salaries | 168,100 | 168,100 | 167,000 |
| 100-1605-7012 | Aquatics Salaries | 84,800 | 84,800 | 91,300 |
| 100-1605-7013 | Boxing Salaries | 54,000 | 54,000 | 56,500 |
| 100-1605-7014 | Teen Center Salaries | 126,000 | 126,000 | 128,800 |
| 100-1605-7016 | Senior Center Salaries | 135,600 | 136,200 | 138,900 |
| 100-1605-7030 | Overtime | 700 | 1,000 | 1,000 |
| 100-1605-7071 | Health Insurance | 79,100 | 72,300 | 72,300 |

| FY 2015-16 Budget | | 2014/15 Amended Budget | 2014/15 Est Year End Actual | 2015/16 Recommended Budget |
|---|---|---|---|---|
| 100-1605-7072 | Retirement | 175,300 | 175,500 | 221,800 |
| 100-1605-7073 | Disability Insurance | 9,500 | 9,500 | 9,700 |
| 100-1605-7074 | Life Insurance | 1,200 | 1,200 | 1,200 |
| 100-1605-7075 | Vision | 2,100 | 2,200 | 2,200 |
| 100-1605-7077 | Medicare | 14,700 | 14,700 | 15,300 |
| 100-1605-7078 | Dental | 12,200 | 12,200 | 12,200 |
| 100-1605-7610 | Travel, Mtgs & Conf | 4,000 | 4,500 | 4,000 |
| 100-1605-7612 | Publications | 1,700 | 2,000 | 2,000 |
| 100-1605-7614 | Office Supplies | 3,000 | 3,000 | 3,000 |
| 100-1605-7636 | Uniforms | 500 | 500 | 500 |
| 100-1605-7650 | Vehicle Maintenance | 19,000 | 25,500 | 25,500 |
| 100-1605-7691 | Parks & Rec Commission | 200 | 200 | 1,200 |
| 100-1605-7693 | Youth Council | 2,200 | 2,400 | 2,400 |
| 100-1605-7713 | Grant Programs Exp | 0 | 0 | 10,000 |
| 100-1605-7728 | Duarte's Promise | 130,000 | 108,000 | 115,000 |
| 100-1605-7729 | Concerts In The Park | 9,000 | 9,000 | 9,000 |
| 100-1605-7730 | Special Events | 11,500 | 11,500 | 12,300 |
| 100-1605-7732 | City Picnic | 10,500 | 11,400 | 11,500 |
| 100-1605-7733 | Senior Center | 23,600 | 25,000 | 32,100 |
| 100-1605-7735 | Teen Center | 17,300 | 22,300 | 22,300 |
| 100-1605-7736 | Recreation Classes | 72,000 | 72,000 | 73,000 |
| 100-1605-7737 | Adult Excursions | 18,000 | 12,000 | 12,000 |
| 100-1605-7738 | Teen Excursions | 5,800 | 6,000 | 6,300 |
| 100-1605-7739 | Publicity | 18,000 | 18,000 | 18,000 |
| 100-1605-7740 | Youth Excursions | 9,500 | 10,200 | 10,500 |
| 100-1605-7744 | Nutrition Program | 9,800 | 9,800 | 9,800 |
| 100-1605-7745 | Boxing Program | 11,400 | 12,000 | 12,000 |
| 100-1605-7750 | Bus Rentals | 15,300 | 15,300 | 15,500 |
| 100-1605-7753 | Youth Sports/Programs (CDBG | 20,000 | 20,000 | 20,000 |
| 100-1605-7980 | Other Expenses | 30,700 | 33,000 | 43,000 |
| **Total Parks and Recreation Programs:** | | **1,767,600** | **1,767,900** | **1,895,900** |
| **Facilities** | | | | |
| 100-1610-7002 | Regular Salaries | 72,500 | 72,600 | 76,600 |
| 100-1610-7003 | Part-Time/Temp Salaries | 292,900 | 292,900 | 292,900 |
| 100-1610-7030 | Overtime | 200 | 300 | 300 |
| 100-1610-7041 | Uniform Allowance | 0 | 0 | 0 |
| 100-1610-7071 | Health Insurance | 11,300 | 11,300 | 11,300 |
| 100-1610-7072 | Retirement | 19,500 | 19,500 | 25,300 |
| 100-1610-7073 | Disability Insurance | 1,100 | 1,100 | 1,100 |
| 100-1610-7074 | Life Insurance | 200 | 200 | 200 |
| 100-1610-7075 | Vision | 300 | 300 | 300 |
| 100-1610-7077 | Medicare | 5,200 | 5,200 | 5,200 |
| 100-1610-7078 | Dental | 1,700 | 1,700 | 1,700 |
| 100-1610-7616 | Pool Supplies | 6,000 | 6,000 | 6,000 |
| 100-1610-7617 | Pool Chemicals | 16,000 | 17,000 | 17,000 |
| 100-1610-7618 | Building Supplies | 60,500 | 62,000 | 62,000 |
| 100-1610-7633 | Cable Access | 500 | 600 | 600 |
| 100-1610-7636 | Uniforms | 1,400 | 1,400 | 2,200 |
| 100-1610-7652 | Building Maint Services | 69,400 | 67,000 | 59,000 |
| 100-1610-7830 | Telephones | 30,000 | 30,400 | 24,000 |
| 100-1610-7836 | Water-City Hall | 900 | 900 | 900 |
| 100-1610-7837 | Water-Community Center | 700 | 700 | 700 |
| 100-1610-7838 | Water-Fitness Center | 14,000 | 14,500 | 14,500 |
| 100-1610-7839 | Water-Pub Safety Center | 600 | 600 | 600 |
| 100-1610-7841 | Water-3rd St Building | 1,500 | 2,200 | 2,200 |
| 100-1610-7847 | Water-Oak St Building | 200 | 200 | 200 |
| 100-1610-7851 | Gas-City Hall | 500 | 500 | 500 |
| 100-1610-7852 | Gas-Community Center | 1,000 | 1,200 | 1,200 |
| 100-1610-7853 | Gas-Fitness Center | 8,000 | 7,000 | 8,000 |
| 100-1610-7854 | Gas-Public Safety Ctr | 400 | 400 | 400 |
| 100-1610-7855 | Gas-Senior Center | 600 | 600 | 600 |
| 100-1610-7856 | Gas-Teen Center | 500 | 400 | 400 |

| FY 2015-16 Budget | | 2014/15 Amended Budget | 2014/15 Est Year End Actual | 2015/16 Recommended Budget |
|---|---|---|---|---|
| 100-1610-7857 | Gas-3rd St Buildng | 700 | 500 | 500 |
| 100-1610-7858 | Gas-ROP Building | 300 | 300 | 300 |
| 100-1610-7859 | Gas-Duarte Park Bldg | 400 | 300 | 300 |
| 100-1610-7860 | Gas-Duarte Snack Bar | 600 | 600 | 600 |
| 100-1610-7867 | Electric-Town Center | 60,000 | 60,000 | 60,000 |
| 100-1610-7868 | Electric-Pub Safety | 11,000 | 10,500 | 10,500 |
| 100-1610-7869 | Electric-Senior Center | 20,000 | 20,000 | 20,000 |
| 100-1610-7870 | Electric-Teen Center | 15,000 | 16,000 | 16,000 |
| 100-1610-7871 | Electric-3rd St Bldg | 8,000 | 8,000 | 8,000 |
| 100-1610-7872 | Electric-Duarte Park | 900 | 900 | 900 |
| 100-1610-7873 | Electric-Maint Yard | 4,000 | 4,000 | 4,000 |
| 100-1610-7878 | Electric-Oak St Bldg | 0 | 0 | 0 |
| 100-1610-7980 | Other Expenses | 0 | 0 | 0 |
| 100-1610-8100 | Other Capital Improvements | 42,000 | 41,900 | 32,000 |
| | **Total Facilities Maintenance:** | **780,500** | **781,700** | **769,000** |
| | **Total Parks and Recreation Dept:** | **2,548,100** | **2,549,600** | **2,664,900** |
| **Finance** | | | | |
| 100-1805-7002 | Regular Salaries | 455,800 | 472,900 | 491,100 |
| 100-1805-7003 | Part-Time/Temp Salaries | 0 | 0 | 0 |
| 100-1805-7071 | Health Insurance | 42,500 | 33,100 | 42,500 |
| 100-1805-7072 | Retirement | 124,300 | 123,000 | 157,500 |
| 100-1805-7073 | Disability Insurance | 6,700 | 6,600 | 6,900 |
| 100-1805-7074 | Life Insurance | 900 | 900 | 900 |
| 100-1805-7075 | Vision | 1,100 | 1,200 | 1,200 |
| 100-1805-7076 | Tuition Reimbursement | 2,800 | 2,800 | 0 |
| 100-1805-7077 | Medicare | 6,600 | 6,700 | 7,000 |
| 100-1805-7078 | Dental | 6,800 | 6,800 | 6,800 |
| 100-1805-7610 | Travel, Mtgs & Conf | 4,000 | 4,000 | 4,000 |
| 100-1805-7612 | Publications | 600 | 2,000 | 1,000 |
| 100-1805-7614 | Office Supplies | 3,000 | 3,000 | 4,000 |
| 100-1805-7650 | Vehicle Maintenance | 0 | 0 | 0 |
| 100-1805-7653 | Bank Charges | 12,000 | 12,000 | 7,000 |
| 100-1805-7654 | Audit Services | 25,000 | 25,000 | 27,000 |
| 100-1805-7762 | Property Tax Collections | 23,000 | 23,000 | 15,000 |
| 100-1805-7764 | CEC Loan Principal | 14,200 | 14,200 | 14,900 |
| 100-1805-7765 | CEC Loan Interest | 6,000 | 6,000 | 5,400 |
| 100-1805-7766 | Sales Tax Refund | 20,000 | 20,000 | 20,000 |
| 100-1805-7924 | Bad Debts | 0 | 0 | 0 |
| 100-1805-7965 | Professional Services | 23,000 | 23,000 | 15,000 |
| 100-1805-7980 | Other Expenses | 1,500 | 1,500 | 1,500 |
| | **Total Finance:** | **779,800** | **787,700** | **828,700** |
| **Personnel** | | | | |
| 100-1810-7002 | Regular Salaries | 67,300 | 69,300 | 70,600 |
| 100-1810-7003 | Part-Time/Temp Salaries | 15,000 | 15,000 | 15,000 |
| 100-1810-7071 | Health Insurance | 4,400 | 4,400 | 4,400 |
| 100-1810-7072 | Retirement | 18,500 | 18,500 | 23,200 |
| 100-1810-7073 | Disability Insurance | 1,000 | 1,000 | 1,000 |
| 100-1810-7074 | Life Insurance | 100 | 100 | 100 |
| 100-1810-7075 | Vision | 100 | 100 | 100 |
| 100-1810-7076 | Tuition Reimbursement | 2,800 | 2,800 | 2,800 |
| 100-1810-7077 | Medicare | 1,200 | 1,200 | 1,200 |
| 100-1810-7078 | Dental | 600 | 600 | 600 |
| 100-1810-7610 | Travel, Mtgs & Conf | 2,000 | 2,000 | 2,000 |
| 100-1810-7611 | Training | 3,000 | 3,000 | 3,000 |
| 100-1810-7612 | Publications | 1,200 | 1,200 | 1,200 |
| 100-1810-7614 | Office Supplies | 1,500 | 1,500 | 1,500 |
| 100-1810-7660 | Other Services | 1,000 | 3,000 | 3,000 |
| 100-1810-7671 | Recruiting Advertisements | 1,000 | 1,000 | 1,000 |
| 100-1810-7673 | Physical Exams | 1,400 | 1,400 | 1,400 |
| 100-1810-7774 | Unemployment Insurance | 8,000 | 8,000 | 3,000 |
| 100-1810-7980 | Other Expenses | 5,000 | 5,000 | 5,000 |

| FY 2015-16 Budget | | 2014/15 Amended Budget | 2014/15 Est Year End Actual | 2015/16 Recommended Budget |
|---|---|---|---|---|
| | **Total Personnel:** | **135,100** | **139,100** | **140,100** |
| **Info Tech** | | | | |
| 100-1815-7630 | Equipment Lease | 0 | 33,500 | 43,500 |
| 100-1815-7631 | Equipment Maintenance | 10,000 | 4,000 | 4,500 |
| 100-1815-7632 | Software Maintenance | 21,000 | 15,000 | 21,000 |
| 100-1815-7820 | Finance System Support | 50,400 | 50,400 | 50,400 |
| 100-1815-7821 | Person'l Computr Support | 40,000 | 19,500 | 20,000 |
| 100-1815-7822 | Computer Training | 0 | 0 | 0 |
| 100-1815-7965 | Professional Services | 97,200 | 97,200 | 97,200 |
| 100-1815-7980 | Other Expenses | 10,000 | 3,000 | 5,000 |
| 100-1815-8011 | Computer Equipment | 27,000 | 14,000 | 20,000 |
| | **Total Data Processing:** | **255,600** | **236,600** | **261,600** |
| **Risk Mgt** | | | | |
| 100-1820-7771 | Repair Of City Property | 15,000 | 15,000 | 15,000 |
| 100-1820-7772 | Liability Coverage | 191,900 | 191,900 | 214,400 |
| 100-1820-7773 | Worker'S Comp Coverage | 139,100 | 151,000 | 150,000 |
| 100-1820-7775 | Property Coverage | 27,000 | 27,000 | 27,000 |
| 100-1820-7776 | Faithful Performnce Bond | 1,000 | 1,000 | 1,000 |
| | **Total Risk Management:** | **374,000** | **385,900** | **407,400** |
| **Gen Svc** | | | | |
| 100-1825-7613 | Duplications And Photos | 12,000 | 13,500 | 13,000 |
| 100-1825-7614 | Office Supplies | 2,000 | 2,000 | 2,000 |
| 100-1825-7626 | Postage | 15,000 | 16,000 | 16,000 |
| 100-1825-7630 | Equipment Rentals | 26,000 | 31,000 | 31,000 |
| 100-1825-7631 | Equipment Maintenance | 18,000 | 16,000 | 17,500 |
| 100-1825-7674 | Retiree Health Insurance | 498,200 | 501,000 | 498,200 |
| 100-1825-7687 | Waste Mgmt Services | 2,800 | 2,900 | 2,900 |
| 100-1825-7688 | Oil Recycling Grant | 4,600 | 6,000 | 6,200 |
| 100-1825-7730 | Special Events | 0 | 0 | 0 |
| 100-1825-7746 | Other Rec Programs | 0 | 0 | 0 |
| 100-1825-7747 | Beverage Cont Recycling | 6,300 | 6,000 | 5,900 |
| 100-1825-7782 | Admin Support of SA | 30,000 | 16,000 | 10,000 |
| 100-1825-7945 | Operation of Acq Prop | 2,000 | 2,500 | 4,000 |
| 100-1825-7980 | Other Expenses | 1,000 | 700 | 1,500 |
| | **Total General Services:** | **617,900** | **613,600** | **608,200** |
| 100-1830-8100 | Vehicle Replacement | 65,000 | 65,500 | 116,000 |
| | **Total Vehicle Replacement:** | **65,000** | **65,500** | **116,000** |
| | **Total Administration Department:** | **2,227,400** | **2,228,400** | **2,362,000** |
| 100-1905-9020 | Transfer Out-L & L | 300,200 | 300,200 | 326,100 |
| 100-1905-9056 | Transfer Out-Comm Imp | 147,000 | 147,400 | 1,150,000 |
| | **Total Transfers Out:** | **447,200** | **447,600** | **1,476,100** |
| | **Total General Fund:** | **13,647,700** | **13,648,800** | **16,039,900** |

# FY 2015/16
# SPECIAL FUND REVENUE DETAIL

| FY 2015-16 Budget | | 2014/15 Amended Budget | 2014/15 Est Year End Actual | 2015/16 Recommended Budget |
|---|---|---|---|---|
| **SPECIAL FUNDS REVENUE** | | | | |
| **Fund: 220 - GAS TAX FUND** | | | | |
| 220-4401 | Interest Earnings | 1,300 | 1,000 | 1,500 |
| 220-4606 | Gasoline Tax-2105 | 130,100 | 141,200 | 132,100 |
| 220-4607 | Gasoline Tax-2106 | 91,300 | 80,600 | 72,900 |
| 220-4608 | Gasoline Tax-2107 | 192,500 | 192,800 | 180,600 |
| 220-4609 | Gasoline Tax-21075 | 5,000 | 5,000 | 5,000 |
| 220-4613 | Other State Grants | 0 | 0 | 0 |
| 220-4614 | Gasoline Tax - 2103 (Prop 42) | 309,700 | 309,600 | 104,700 |
| | **Total Gas Tax Fund:** | **729,900** | **730,200** | **496,800** |
| **Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND** | | | | |
| 240-4101 | Light/Lndscape Assessmnt | 1,194,900 | 1,194,900 | 1,194,900 |
| 240-5004 | Other Revenue | 1,100 | 1,100 | 1,100 |
| 240-6901 | Transfer In-Gen Fund | 300,200 | 300,200 | 326,100 |
| | **Total Light and Landscape District Fund:** | **1,496,200** | **1,496,200** | **1,522,100** |
| **Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)** | | | | |
| 260-4501 | Com Develop Block Grnt | 144,000 | 144,000 | 140,000 |
| | **Total CDBG:** | **144,000** | **144,000** | **140,000** |
| **Fund: 270 - PAEG - PUBLIC ACCESS** | | | | |
| 270-4401 | Interest Earnings | 100 | 0 | 0 |
| 270-4617 | Paeg Fees | 24,000 | 24,000 | 24,000 |
| | **Total PAEG - Public Access:** | **24,100** | **24,000** | **24,000** |
| **Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND** | | | | |
| 290-4401 | Interest Earnings | 100 | 0 | 100 |
| 290-4605 | Supplemental Law Enf | 130,000 | 130,000 | 100,000 |
| | **Total Supplemental Law Enforcement Fund:** | **130,100** | **130,000** | **100,100** |
| **Fund: 300 - BICYCLE AND PEDESTRIAN SAFETY FUND (SB821)** | | | | |
| 300-4401 | Interest Earnings | 0 | 0 | 0 |
| 300-4612 | Bicycle/Pedestrian Grant | 17,500 | 17,500 | 14,200 |
| | **Total Bicycle and Pedestrian Safety Fund:** | **17,500** | **17,500** | **14,200** |
| **Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)** | | | | |
| 320-4401 | Interest Earnings | 100 | 100 | 100 |
| 320-4701 | AB2766 Subvention | 25,700 | 25,700 | 26,000 |
| | **Total Air Quality Management Fund:** | **25,800** | **25,800** | **26,100** |
| **Fund: 400 - PARK DEVELOPMENT GRANT FUND** | | | | |
| 400-4401 | Interest Earnings | 0 | 0 | 0 |
| 400-4611 | Grant Programs Rev | 0 | 0 | 0 |
| 400-4702 | Safe Neigh Parks Grant | 16,000 | 16,000 | 16,000 |
| 400-5004 | Other Revenue | 0 | 0 | 0 |
| 400-6901 | Transfer In-Gen Fund | 0 | 0 | 0 |
| | **Total Park Development Grant Fund:** | **16,000** | **16,000** | **16,000** |
| **Fund: 420 - QUIMBY ACT FUND** | | | | |
| 420-4103 | Quimby Act | 0 | 0 | 0 |

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|---|---|---|---|---|
| 420-4401 | Interest Earnings | 0 | 0 | 100 |
| | **Total Quimby Act Fund:** | **-** | **-** | **100** |
| **Fund: 440 - PROPOSITION A TRANSIT FUND** | | | | |
| 440-4401 | Interest Earnings | 6,000 | 5,000 | 7,000 |
| 440-4703 | Transit-Proposition A | 365,000 | 377,400 | 377,400 |
| 440-5004 | Other Revenue | 0 | 1,300 | 0 |
| 440-5104 | Reimbursements-Prop C | 396,600 | 347,600 | 313,100 |
| 440-5106 | NTD Grant Revenue | 37,000 | 39,300 | 39,300 |
| | **Total Proposition A Transit Fund:** | **804,600** | **770,600** | **736,800** |
| **Fund: 460 - PROPOSITION C TRANSIT FUND** | | | | |
| 460-4401 | Interest Earnings | 500 | 800 | 1,000 |
| 460-4704 | Transit-Proposition C | 300,000 | 313,100 | 313,100 |
| | **Total Proposition C Transit Fund:** | **300,500** | **313,900** | **314,100** |
| **Fund: 470 - MEASURE R LR TRANSIT FUND** | | | | |
| 470-4401 | Interest Earnings | 900 | 1,000 | 1,500 |
| 470-4706 | Transit-Measure R LR | 225,000 | 234,800 | 222,000 |
| | **Total Measure R LR Transit Fund:** | **225,900** | **235,800** | **223,500** |
| **Fund: 520 - TOWN CENTER DEBT SERVICE FUND** | | | | |
| 520-4401 | Interest Earnings | 1,200 | 1,000 | 1,400 |
| 520-5004 | Refunding Revenue | 0 | 0 | 0 |
| 520-6902 | Transfer In-Light/Land | 225,000 | 225,000 | 225,000 |
| | **Total Town Center Debt Service Fund:** | **226,200** | **226,000** | **226,400** |
| **Fund: 610 - INCLUSIONARY HOUSING FUND** | | | | |
| 610-4401 | Interest Earnings | 1,300 | 1,000 | 1,400 |
| 610-5004 | Other Revenue | 0 | 0 | 0 |
| | **Total Inclusionary Housing Fund:** | **1,300** | **1,000** | **1,400** |
| **Fund: 620 - COMMUNITY IMPROVEMENT FUND** | | | | |
| 620-4503 | Other Federal Grants | 0 | 0 | 0 |
| 620-4506 | Federal Stpl | 0 | 0 | 0 |
| 620-4611 | Grant Programs Rev | 147,000 | 147,400 | 1,150,000 |
| 620-4613 | Other State Grants | 0 | 0 | 0 |
| 620-6901 | Transfer In-Gen Fund | 147,000 | 147,400 | 1,150,000 |
| | **Total Community Improvement Fund:** | **294,000** | **294,800** | **2,300,000** |
| **Fund: 625 - SPECIAL REVENUE FUND** | | | | |
| 625-4401 | Interest Earnings | 0 | 700 | 900 |
| 625-4501 | LACMTD / STPL exchange | 0 | 0 | 0 |
| | **Total Housing Authority Fund:** | **-** | **700** | **900** |
| **Fund: 680 - HOUSING AUTHORITY FUND** | | | | |
| 680-4401 | Interest Earnings | 0 | 0 | 0 |
| 680-5004 | Other Revenue | 0 | 0 | 0 |

| FY 2015-16 Budget | | 2014/15 Amended Budget | 2014/15 Est Year End Actual | 2015/16 Recommended Budget |
|---|---|---|---|---|
| 680-6904 | Transfer In-Affordable Hous | 0 | 0 | 0 |
| | **Total Housing Authority Fund:** | - | - | - |

# FY 2015/16
# SPECIAL FUND EXPENSE DETAIL

| FY 2015-16 Budget | | 2014/15 Amended Budget | 2014/15 Est Year End Actual | 2015/16 Recommended Budget |
|---|---|---|---|---|
| **SPECIAL FUNDS EXPENSES** | | | | |
| **Fund: 220 - GAS TAX FUND** | | | | |
| 220-2205-8060 | Sidewalk Improvements | 0 | 0 | 0 |
| 220-2205-8070 | Street Improvements | 75,000 | 75,000 | 75,000 |
| 220-2205-8100 | Other Capital Improvements | 36,100 | 36,100 | 0 |
| | **Total Gas Tax 2105:** | **111,100** | **111,100** | **75,000** |
| 220-2210-7811 | Street Maintenance | 5,000 | 5,000 | 5,000 |
| 220-2210-7812 | Street Stripng & Marking | 30,000 | 30,000 | 30,000 |
| 220-2210-7813 | Regulatory Signs | 5,500 | 5,500 | 5,500 |
| 220-2210-7890 | Repairs - Traffic Signals | 8,000 | 8,000 | 12,000 |
| 220-2210-8070 | Street Improvements | 42,800 | 42,800 | 0 |
| 220-2210-8100 | Other Capital Improvements | 0 | 0 | 10,000 |
| | **Total Gas Tax 2106:** | **91,300** | **91,300** | **62,500** |
| 220-2215-8610 | Reimbursements-Gen Fund | 192,500 | 192,800 | 180,600 |
| | **Total Gas Tax 2107:** | **192,500** | **192,800** | **180,600** |
| 220-2220-7980 | Other Expenses | 5,000 | 5,000 | 5,000 |
| 220-2220-8610 | Reimbursements-Gen Fund | 0 | 0 | 0 |
| | **Total Gas Tax 2107.5:** | **5,000** | **5,000** | **5,000** |
| 220-2225-7811 | Street Maintenance | 0 | 0 | 0 |
| 220-2225-7980 | Other Expenses | 0 | 0 | 0 |
| 220-2225-8070 | Street Improvements | 125,000 | 125,000 | 50,000 |
| 220-2225-8100 | Other Capital Improvements | 116,700 | 116,700 | 50,000 |
| | **Total Gas Tax Other:** | **241,700** | **241,700** | **100,000** |
| | **Total Gas Tax Fund:** | **641,600** | **641,900** | **423,100** |
| **Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND** | | | | |
| 240-2405-7662 | Other Serv-Citywide | 5,000 | 5,000 | 5,000 |
| 240-2405-7875 | Electric-Sports Park | 0 | 0 | 0 |
| 240-2405-7876 | Electric-Citywide | 170,000 | 170,000 | 183,000 |
| 240-2405-7877 | Electric-Traffic Signal | 15,000 | 15,000 | 16,000 |
| 240-2405-7888 | Repairs-Citywide | 7,000 | 7,000 | 7,000 |
| 240-2405-7890 | Repairs-Traffic Signal | 20,000 | 20,000 | 20,000 |
| 240-2405-8610 | Reimbursements-Gen Fund | 94,900 | 94,900 | 94,900 |
| | **Total Citywide Lighting:** | **311,900** | **311,900** | **325,900** |
| 240-2410-7661 | Other Serv-Sports Park | 0 | 0 | 0 |
| 240-2410-7662 | Other Serv-Citywide | 5,000 | 5,000 | 5,000 |
| 240-2410-7663 | Other Serv-Medians | 5,000 | 5,000 | 5,000 |
| 240-2410-7842 | Water-Median Islands | 70,000 | 70,000 | 70,000 |
| 240-2410-7843 | Water-Sports Park | 0 | 0 | 0 |
| 240-2410-7844 | Water-Citywide | 175,000 | 175,000 | 175,000 |
| 240-2410-7874 | Electric-Medians | 11,000 | 11,000 | 11,500 |
| 240-2410-7876 | Electric-Citywide | 15,000 | 15,000 | 15,000 |
| 240-2410-7888 | Repairs-Citywide | 3,000 | 3,000 | 3,000 |
| 240-2410-7889 | Repairs-Sports Park | 0 | 0 | 0 |
| 240-2410-7891 | Repairs-Medians | 2,000 | 2,000 | 2,000 |
| 240-2410-7896 | Tree Planting-Citywide | 2,000 | 2,000 | 2,000 |
| 240-2410-7898 | Tree Plant-Medians | 1,000 | 1,000 | 1,000 |
| 240-2410-7899 | Tree Plant-Resident | 0 | 0 | 0 |
| 240-2410-7906 | Tree Trim-Citywide | 17,000 | 17,000 | 17,000 |
| 240-2410-7908 | Tree Trim-Medians | 0 | 0 | 0 |
| 240-2410-7909 | Tree Trim-Residential | 27,400 | 27,400 | 27,400 |
| 240-2410-7915 | Landscape-Citywide | 95,200 | 95,200 | 95,200 |
| 240-2410-7916 | Landscape-Sport Park | 0 | 0 | 0 |
| 240-2410-7917 | Landscape-Medians | 53,200 | 53,200 | 53,200 |
| 240-2410-8610 | Reimbursements-Gen Fund | 193,000 | 193,000 | 193,000 |

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|---|---|---|---|---|
| 240-2410-9030 | Transfer Out-Town Centr | 225,000 | 225,000 | 225,000 |
| | **Total Citywide Landscaping:** | **899,800** | **899,800** | **900,300** |
| 240-2420-7835 | Water | 1,500 | 1,500 | 1,500 |
| 240-2420-7887 | Repairs & Replacements | 500 | 500 | 500 |
| 240-2420-7914 | Landscape Maintenance | 4,100 | 4,100 | 4,100 |
| 240-2420-8610 | Reimbursements-Gen Fund | 2,200 | 2,200 | 2,200 |
| | **Total Kendick Tract:** | **8,300** | **8,300** | **8,300** |
| 240-2421-7835 | Water | 15,000 | 15,000 | 15,000 |
| 240-2421-7866 | Electric | 500 | 500 | 500 |
| 240-2421-7887 | Repairs & Replacements | 3,500 | 3,500 | 3,500 |
| 240-2421-7914 | Landscape Maintenance | 15,600 | 15,600 | 15,600 |
| 240-2421-8610 | Reimbursements-Gen Fund | 12,200 | 12,200 | 10,000 |
| | **Total Las Lomas Villas:** | **46,800** | **46,800** | **44,600** |
| 240-2422-7835 | Water | 3,200 | 3,200 | 3,200 |
| 240-2422-7866 | Electric | 1,100 | 1,100 | 1,100 |
| 240-2422-7887 | Repairs & Replacements | 1,800 | 1,800 | 1,800 |
| 240-2422-7914 | Landscape Maintenance | 5,500 | 5,500 | 5,500 |
| 240-2422-8610 | Reimbursements-Gen Fund | 3,400 | 3,400 | 3,400 |
| | **Total Encanto Parkway:** | **15,000** | **15,000** | **15,000** |
| 240-2423-7835 | Water | 7,000 | 7,000 | 7,000 |
| 240-2423-7866 | Electric | 300 | 300 | 300 |
| 240-2423-7887 | Repairs & Replacements | 1,500 | 1,500 | 1,500 |
| 240-2423-7914 | Landscape Maintenance | 10,500 | 10,500 | 10,500 |
| 240-2423-8610 | Reimbursements-Gen Fund | 2,200 | 2,200 | 2,200 |
| | **Total Amberwood Homes:** | **21,500** | **21,500** | **21,500** |
| 240-2424-7835 | Water | 2,200 | 2,200 | 2,400 |
| 240-2424-7866 | Electric | 300 | 300 | 300 |
| 240-2424-7887 | Repairs & Replacements | 1,200 | 1,200 | 800 |
| 240-2424-7914 | Landscape Maintenance | 6,600 | 6,600 | 6,600 |
| 240-2424-8610 | Reimbursements-Gen Fund | 2,800 | 2,800 | 2,800 |
| | **Total Village and Windsor Homes:** | **13,100** | **13,100** | **12,900** |
| 240-2425-7660 | Other Services | 5,300 | 5,300 | 5,300 |
| 240-2425-7835 | Water | 9,400 | 9,400 | 11,500 |
| 240-2425-7866 | Electric | 2,800 | 2,800 | 3,100 |
| 240-2425-7887 | Repairs & Replacements | 500 | 500 | 500 |
| 240-2425-7914 | Landscape Maintenance | 6,400 | 6,400 | 6,400 |
| 240-2425-8610 | Reimbursements-Gen Fund | 3,200 | 3,200 | 3,200 |
| | **Total Hearthstone Del Norte:** | **27,600** | **27,600** | **30,000** |
| 240-2426-7810 | Street Sweeping | 7,200 | 7,200 | 7,200 |
| 240-2426-7835 | Water | 800 | 800 | 800 |
| 240-2426-7866 | Electric | 7,000 | 7,000 | 7,200 |
| 240-2426-7887 | Repairs & Replacements | 700 | 700 | 700 |
| 240-2426-7914 | Landscape Maintenance | 2,200 | 2,200 | 2,200 |
| 240-2426-8610 | Reimbursements-Gen Fund | 2,600 | 2,600 | 2,600 |
| | **Total Mike's Center:** | **20,500** | **20,500** | **20,700** |
| 240-2427-7835 | Water | 7,500 | 7,500 | 7,500 |
| 240-2427-7866 | Electric | 600 | 600 | 600 |
| 240-2427-7887 | Repairs & Replacements | 2,800 | 2,800 | 12,800 |
| 240-2427-7914 | Landscape Maintenance | 8,600 | 8,600 | 8,600 |
| 240-2427-8610 | Reimbursements-Gen Fund | 5,900 | 5,900 | 5,900 |
| | **Total Rancho Verde Homes:** | **25,400** | **25,400** | **35,400** |
| 240-2429-7835 | Water | 1,400 | 1,400 | 1,600 |
| 240-2429-7866 | Electric | 300 | 300 | 300 |
| 240-2429-7887 | Repairs & Replacements | 1,000 | 1,000 | 1,000 |
| 240-2429-8610 | Reimbursements-Gen Fund | 1,100 | 1,100 | 1,100 |

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|---|---|---|---|---|
| | **Total Emblem Homes:** | **3,800** | **3,800** | **4,000** |
| 240-2430-7835 | Water | 0 | 0 | 0 |
| 240-2430-7850 | Gas | 8,500 | 8,500 | 8,500 |
| 240-2430-7887 | Repairs & Replacements | 3,000 | 3,000 | 3,000 |
| 240-2430-8610 | Reimbursements-Gen Fund | 2,300 | 2,300 | 2,300 |
| | **Total Mesa Gas Lights:** | **13,800** | **13,800** | **13,800** |
| 240-2431-7835 | Water | 3,600 | 3,600 | 3,600 |
| 240-2431-7866 | Electric | 400 | 400 | 400 |
| 240-2431-7887 | Repairs & Replacements | 2,700 | 2,700 | 2,700 |
| 240-2431-7914 | Landscape Maintenance | 9,600 | 9,600 | 9,600 |
| 240-2431-8610 | Reimbursements-Gen Fund | 3,500 | 3,500 | 3,500 |
| | **Total Las Brisas Homes:** | **19,800** | **19,800** | **19,800** |
| 240-2432-7835 | Water | 2,500 | 2,500 | 2,500 |
| 240-2432-7866 | Electric | 300 | 300 | 300 |
| 240-2432-7887 | Repairs & Replacements | 1,400 | 1,400 | 1,400 |
| 240-2432-7914 | Landscape Maintenance | 10,000 | 10,000 | 10,000 |
| 240-2432-8610 | Reimbursements-Gen Fund | 6,500 | 6,500 | 6,500 |
| | **Total Las Posadas Homes:** | **20,700** | **20,700** | **20,700** |
| 240-2433-7835 | Water | 3,900 | 3,900 | 3,900 |
| 240-2433-7866 | Electric | 300 | 300 | 300 |
| 240-2433-7887 | Repairs & Replacements | 1,100 | 1,100 | 1,100 |
| 240-2433-7914 | Landscape Maintenance | 6,400 | 6,400 | 6,400 |
| 240-2433-8610 | Reimbursements-Gen Fund | 3,700 | 3,700 | 3,700 |
| | **Total Buena Vista Villas:** | **15,400** | **15,400** | **15,400** |
| 240-2434-7835 | Water | 1,500 | 1,500 | 1,500 |
| 240-2434-7866 | Electric | 1,500 | 1,500 | 1,500 |
| 240-2434-7887 | Repairs & Replacements | 1,200 | 1,200 | 1,200 |
| 240-2434-7914 | Landscape Maintenance | 4,400 | 4,400 | 4,400 |
| 240-2434-8610 | Reimbursements-Gen Fund | 2,900 | 2,900 | 2,900 |
| | **Total Citrus Villas:** | **11,500** | **11,500** | **11,500** |
| 240-2435-7835 | Water | 4,500 | 4,500 | 5,000 |
| 240-2435-7866 | Electric | 400 | 400 | 400 |
| 240-2435-7887 | Repairs & Replacements | 900 | 900 | 900 |
| 240-2435-7914 | Landscape Maintenance | 6,200 | 6,200 | 6,200 |
| 240-2435-7918 | Fuel Modification | 4,000 | 4,000 | 4,500 |
| 240-2435-7919 | Observation/Oversight | 1,500 | 1,500 | 1,500 |
| 240-2435-7920 | Debris/Storm Drain system | 1,100 | 1,100 | 1,100 |
| 240-2435-7983 | Reserve/Contingency (15%) | 2,700 | 2,700 | 2,700 |
| | **Total Ridgecrest Estates:** | **21,300** | **21,300** | **22,300** |
| | **Total Lighting and Landscape District Fund:** | **1,496,200** | **1,496,200** | **1,522,100** |
| **Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)** | | | | |
| 260-2605-7751 | Home Rehab Program | 0 | 0 | 0 |
| 260-2605-8061 | ADA Curb Ramps | 124,000 | 124,000 | 85,000 |
| 260-2605-8062 | ADA Improvements | 20,000 | 20,000 | 0 |
| 260-2605-8100 | Other Capital Improvements | 0 | 0 | 55,000 |
| | **Total CDBG:** | **144,000** | **144,000** | **140,000** |
| **Fund: 270 - PAEG FUND** | | | | |
| 270-2705-8100 | Other Capital Improvemnts | 220,000 | 220,000 | 24,000 |
| | **Total PAEG:** | **220,000** | **220,000** | **24,000** |
| **Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND** | | | | |
| 290-2905-7781 | Contract Law Enforcement | 121,000 | 120,000 | 90,000 |

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|---|---|---|---|---|
| 290-2905-7785 | Special Events Patrol | 10,000 | 10,000 | 10,000 |
| | **Total Supplemental Law Enforcement Fund:** | **131,000** | **130,000** | **100,000** |
| **Fund: 300 - BICYCLE AND PEDESTRIAN SAFETY FUND (SB821)** | | | | |
| 300-3005-8060 | Sidewalk Improvements | 17,500 | 17,500 | 14,200 |
| | **Total Bicycle and Pedestrian Safety Fund:** | **17,500** | **17,500** | **14,200** |
| **Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)** | | | | |
| 320-3205-7696 | SGV Council Of Governmnt | 0 | 0 | 0 |
| 320-3205-7752 | Senior Bus Passes | 0 | 0 | 0 |
| 320-3205-7788 | Shuttle Services | 5,000 | 5,000 | 0 |
| 320-3205-7980 | Other Expenses | 1,000 | 1,000 | 1,000 |
| 320-3205-8013 | Vehicles | 0 | 0 | 33,000 |
| 320-3205-8610 | Reimbursements-Gen Fund | 1,500 | 1,500 | 1,500 |
| | **Total Air Quality Management Fund:** | **7,500** | **7,500** | **35,500** |
| **Fund: 400 - PARK DEVELOPMENT GRANT FUND** | | | | |
| 400-4005-8040 | Building Improvements | 0 | 0 | 0 |
| 400-4005-8100 | Other Capital Improvemnts | 16,000 | 16,000 | 16,000 |
| 400-4005-9040 | Transfer Out - Gen Fund | | 0 | 0 |
| | **Total Park Development Grant Fund:** | **16,000** | **16,000** | **16,000** |
| **Fund: 420 - QUIMBY ACT FUND** | | | | |
| 420-4205-8041 | Park Improvements | 0 | 0 | 0 |
| | **Total Quimby Act Fund:** | **-** | **-** | **-** |
| **Fund: 440 - PROPOSITION A TRANSIT FUND** | | | | |
| 440-4405-7002 | Regular Salaries | 159,500 | 159,500 | 162,600 |
| 440-4405-7003 | Part-Time/Temp Salaries | 149,000 | 149,000 | 153,800 |
| 440-4405-7030 | Overtime | 100 | 100 | 100 |
| 440-4405-7041 | Uniform Allowance | | 0 | 0 |
| 440-4405-7071 | Health Insurance | 15,700 | 15,700 | 15,700 |
| 440-4405-7072 | Retirement | 42,300 | 42,300 | 53,200 |
| 440-4405-7073 | Disability Insurance | 2,300 | 2,300 | 2,300 |
| 440-4405-7074 | Life Insurance | 300 | 300 | 300 |
| 440-4405-7075 | Vision | 400 | 400 | 400 |
| 440-4405-7076 | Tuition Reimbursement | 0 | 0 | 0 |
| 440-4405-7077 | Medicare | 4,400 | 4,400 | 4,400 |
| 440-4405-7078 | Dental | 2,400 | 2,400 | 2,400 |
| 440-4405-7610 | Travel, Mtgs & Conf | 100 | 1,000 | 1,000 |
| 440-4405-7613 | Duplications And Photos | 5,000 | 5,000 | 8,000 |
| 440-4405-7614 | Office Supplies | 800 | 800 | 800 |
| 440-4405-7619 | Fuel And Oil | 120,000 | 120,000 | 120,000 |
| 440-4405-7620 | Tires | 11,000 | 11,000 | 11,000 |
| 440-4405-7621 | Other Supplies | 500 | 500 | 500 |
| 440-4405-7636 | Uniforms | 800 | 800 | 800 |
| 440-4405-7650 | Vehicle Maintenance | 1,700 | 1,700 | 1,700 |
| 440-4405-7673 | Physical Exams | 1,000 | 1,000 | 1,000 |
| 440-4405-7674 | Retiree Health Insurance | 22,000 | 22,317 | 25,100 |
| 440-4405-7696 | SGV Council Of Governmnt | 0 | 0 | 0 |
| 440-4405-7775 | Property Coverage | 0 | 0 | 0 |

| FY 2015-16 Budget | | 2014/15 Amended Budget | 2014/15 Est Year End Actual | 2015/16 Recommended Budget |
|---|---|---|---|---|
| 440-4405-7814 | Graffiti Removal | 15,000 | 15,000 | 15,000 |
| 440-4405-7821 | Person'l Computr Support | 1,300 | 1,300 | 1,300 |
| 440-4405-7887 | Repairs & Replacements | 105,000 | 105,000 | 105,000 |
| 440-4405-7965 | Professional Services | 39,000 | 39,000 | 340,000 |
| 440-4405-7980 | Other Expenses | 1,000 | 1,000 | 131,000 |
| 440-4405-8013 | Vehicles | 0 | 0 | 0 |
| 440-4405-8610 | Reimbursements-Gen Fund | 104,000 | 104,000 | 104,000 |
| | **Total Proposition A Transit Fund:** | **804,600** | **805,817** | **1,261,400** |
| **Fund: 460 - PROPOSITION C TRANSIT FUND** | | | | |
| 460-4605-8070 | Street Improvements | 0 | 0 | 0 |
| 460-4605-8610 | Reimbursements-Gen Fund | 10,000 | 10,000 | 10,000 |
| 460-4605-8620 | Reimbursements-Prop A | 396,600 | 347,600 | 303,100 |
| | **Total Proposition C Transit Fund:** | **406,600** | **357,600** | **313,100** |
| **Fund: 470 - MEASURE R LR TRANSIT FUND** | | | | |
| 470-4705-8060 | Sidewalk Improvements | 50,000 | 50,000 | 4,000 |
| 470-4705-8070 | Street Improvements | 100,000 | 100,000 | 100,000 |
| 470-4705-8100 | Other Capital Improvemnts | 50,000 | 50,000 | 74,800 |
| 470-4705-8610 | Reimbursements-Gen Fund | 25,000 | 25,000 | 20,000 |
| | **Total Measure R LR Transit Fund:** | **225,000** | **225,000** | **198,800** |
| **Fund: 520 - TOWN CENTER DEBT SERVICE FUND** | | | | |
| 520-5205-8314 | Trustee Services | 2,000 | 3,600 | 3,500 |
| 520-5205-8330 | Other Expenses-Debt Srv | 0 | 0 | 0 |
| 520-5205-8340 | Principal Payments | 128,100 | 128,100 | 130,600 |
| 520-5205-8350 | Interest Expense | 23,000 | 23,000 | 20,400 |
| | **Total Town Center Debt Service Fund:** | **153,100** | **154,700** | **154,500** |
| **Fund: 620 - COMMUNITY IMPROVEMENT FUND** | | | | |
| 620-6205-7965 | Professional Services | 147,000 | 147,400 | 1,150,000 |
| 620-6205-8070 | Street Improvement - Prop 1B | 0 | 0 | |
| 620-6205-8071 | Street Improvement-Stpl | 0 | 0 | |
| 620-6205-8100 | Other Capital Improvemnts | 0 | 0 | |
| 620-6210-8100 | Other Capital Improv- Prop 1B | 0 | 0 | |
| 620-6210-9040 | Transfer Out - Gen Fund | 147,000 | 147,400 | 1,150,000 |
| | **Total Community Improveme** | **147,000** | **294,800** | **2,300,000** |
| **Fund: 625 - SPECIAL REVENUE FUND** | | | | |
| 625-6255-8071 | Street Improvement-Stpl | 0 | 0 | 0 |
| | **Total Special Revenue Fund:** | - | - | 0 |
| **Fund: 680 - HOUSING AUTHORITY FUND** | | | | |
| 680-6805-7071 | Health Insurance | 0 | 0 | 0 |
| 680-6805-7072 | Retirement | 0 | 100 | 0 |
| 680-6805-7073 | Disability Insurance | 0 | 0 | 0 |
| 680-6805-7074 | Life Insurance | 0 | 0 | 0 |
| 680-6805-7075 | Vision | 0 | 0 | 0 |
| 680-6805-7077 | Medicare | 0 | 0 | 0 |
| 680-6805-7078 | HA Dental | 0 | 100 | 0 |
| 680-6805-7310 | Meeting Stipends | 3,900 | 3,900 | 3,600 |

| FY 2015-16 Budget | | 2014/15 Amended Budget | 2014/15 Est Year End Actual | 2015/16 Recommended Budget |
|---|---|---|---|---|
| 680-6805-7311 | Administrative Services | 0 | 0 | 0 |
| 680-6805-7312 | Legal Counsel | 0 | 0 | 0 |
| 680-6805-7315 | RDA Audit Services | 0 | 0 | 0 |
| 680-6805-7316 | RDA Other Expenses | 0 | 0 | 0 |
| 680-6805-7940 | Acquisition Expenses | 0 | 0 | 0 |
| 680-6805-7945 | Operation Of Acq Prop | 2,000 | 0 | 0 |
| 680-6805-7965 | Professional Services | 0 | 0 | 0 |
| 680-6805-7971 | Cost Of Land Sold | 0 | 0 | 0 |
| 680-6805-7980 | Other Expenses | 0 | 0 | 0 |
| 680-6805-8080 | Site Clearance Costs | 0 | 0 | 0 |
| 680-6805-9010 | Transfer Out - SA | 0 | 0 | 0 |
| | **Total Housing Authority Fund:** | **5,900** | **4,100** | **3,600** |