

AGENDA

DUARTE CITY COUNCIL/DUARTE UNIFIED SCHOOL DISTRICT/MAD TOWN COUNCIL

SPECIAL JOINT SESSION – TUESDAY, JUNE 13, 2017 – 5:00 p.m.

Duarte Community Center – 1600 Huntington Drive, Duarte

1. CALL TO ORDER
 - A. City Council
 - B. School Board
 - C. Town Council
2. PLEDGE TO THE FLAG
3. ROLL CALL
 - A. City Council
John Fasana, Margaret Finlay, Samuel Kang, Tzeitel Paras-Caracci, Liz Reilly
Darrell George, City Manager
 - B. School Board
Kenneth Bell, Reyna Diaz, Douglas Edwards, Tom Reyes, Cheryl Taylor
Allan Mucerino, Superintendent
 - C. Town Council
Yvonne Bullock, Dave Hall, Lucy Nicoloro, Joan Schmidt, Linda Sells, Terrence Williams
4. ADOPTION OF THE AGENDA
 - A. City Council
 - B. School Board
 - C. Town Council
5. INPUT ON AGENDA ITEMS
Anyone wishing to discuss items ON THE AGENDA should come forward to the podium, state name, address, and Agenda item of concern. A 5-minute limit for remarks concerning each item is requested.
6. AGENDA ITEMS
 - A. City/DUSD joint use agreement
 - B. Public Safety update
 - C. Campus master plan update
7. ORAL COMMUNICATIONS
Anyone wishing to discuss items NOT ON THE AGENDA may request to speak before the City Council/School Board/Town Council. A 5-minute limit for remarks is requested.
8. ITEMS FROM CITY COUNCIL/SCHOOL BOARD/TOWN COUNCIL
9. ADJOURNMENT
 - A. City Council – To Regular Meeting, June 13, 2017
 - B. School Board
 - C. Town Council

MEMORANDUM

TO: City Council
FROM: City Manager
DATE: June 8, 2017
SUBJECT: Comments on Agenda Items, Meeting of June 13, 2017

A joint City Council/School Board/Town Council meeting will be held from 5:00 p.m. to 7:00 p.m.

ITEM 6.A. A representative of the Mayor's Youth Council will provide an update to the City Council about recent activities.

ITEM 6.B. Wesley Reutimann of Bike SGV will present a final report for the 626 Golden Streets event, which was held on March 5, 2017.

ITEM 6.C. Manuel Gouveia of the Upper San Gabriel Valley Municipal Water District will present an update on water supply, conservation, and the District's education programs.

ITEM 10.D (Consent). This is an amendment to the agreement with Levon Yotnakhparian for City Council Cablecasting services in the amount of \$12,650. Since January of 2001, the City of Duarte has been in a service agreement with Levon Yotnakhparian for City Council meeting cablecasting services.

ITEM 10.E (Consent). This is to consider approval of the 2017-18 Services Agreement with the Duarte Chamber of Commerce in the amount of \$45,100. For over four decades, the City has entered into service agreements with the Duarte Chamber of Commerce to work in supporting and promoting the Duarte business community. Historically, the Chamber has faithfully, and with good results, executed services outlined in the agreement. The last service agreement executed between the two entities was for the period of July 1, 2016, to June 30, 2017, in the sum of \$45,100.

ITEM 10.F (Consent). Staff is recommending that the City Council accept the Bradbourne Avenue Improvement Project (Huntington Drive to Royal Oaks Drive) as complete. The scope of work consisted of cold milling of the existing pavement, new asphalt overlay, installation of new sidewalk on the west curb line, installation of Americans with Disability Act (ADA) compliant curb ramp, removal of two obsolete driveway approaches, installation of permeable gutters to improve drainage, and the installation of Automatic Retractable Screen (ARS) units to existing catch basins to reduce the trash entering the storm drain system.

ITEM 12. This is a Public Hearing to consider a resolution approving the issuance of tax-exempt obligations by the California Enterprise Development Authority in the amount of \$3,000,000 for the purpose of acquiring, constructing, and furnishing facilities for the SMG Arts property (California School of the Arts – San Gabriel Valley).

The school operates a public charter school providing a creative, challenging, and nurturing educational environment and offering bright and talented students a rigorous college-preparatory academic program and pre-professional arts conservatory training. The school plans to begin operations of a middle and high school in the City in August 2018. Once fully enrolled, the school will serve approximately 1,200 students in grades 7-12. The school will operate under a charter granted by the Duarte Unified School District. The facilities will be located on a portion of the Northview Intermediate School campus pursuant to an agreement with the District.

The City of Duarte is an associate member of the Authority, a joint powers agency established by the California Association for Local Economic Development, whose purpose is to issue tax-exempt and taxable conduit revenue bonds to fund commercial and industrial development projects within member jurisdictions. The City's approval of this financing bears with it no cost or other financial obligation, but serves as a public acknowledgement of the refinancing of the facilities by the host jurisdiction

ITEM 13. This is a resolution declaring the City's intention to levy and collect assessments for fiscal year 2017-18 within the Citywide Landscape and Lighting Maintenance District, and sets the Public Hearing date of July 25, 2017, to hear any objections.

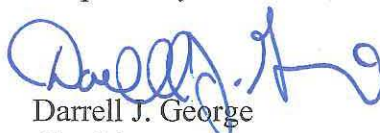
ITEM 14.A. This is a request to approve an MOU between the City and the Duarte Historical Society (DHS) that will establish the City as the owner of the building at Encanto Park, and allow DHS to continue museum operations as a tenant of the building.

ITEM 14.B. This item authorizes participation in the Property Assessed Clean Energy (PACE) lending programs. These programs will provide alternative methods for Duarte property owners to finance energy-related improvements. PACE was enabled by Assembly Bill 811, and allows property owners to finance various types of energy-efficiency, renewable energy, and water-efficiency projects through amortized annual assessments that are included on the property owner's tax bills. Staff has invited representatives from each of programs proposed to the meeting to address detailed related questions.

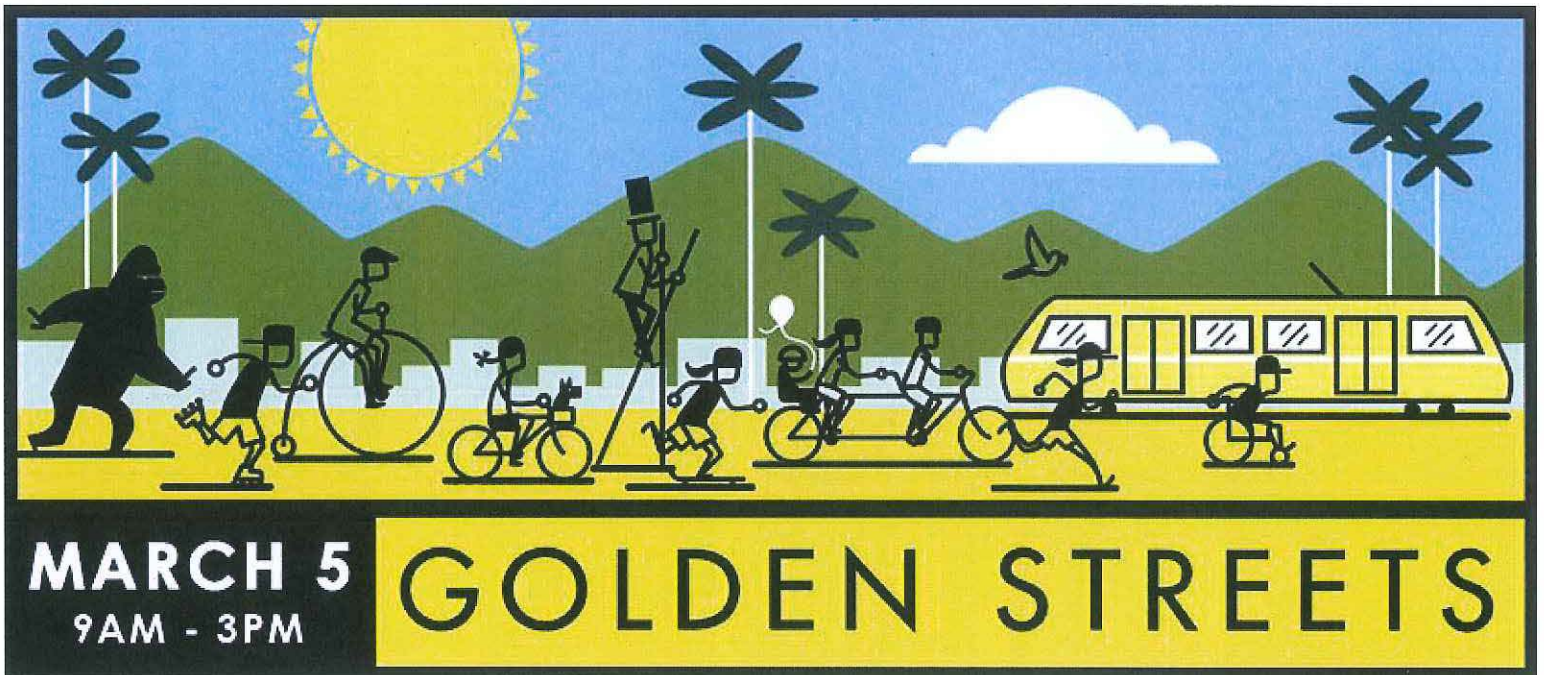
ITEM 14.C. Staff is recommending that the Council award a contract to Platinum Construction Design for tenant improvements at 1735 Huntington Drive in the amount of \$39,520. This 1,674-square foot office space is slated for use by the Duarte Chamber of Commerce. Platinum Construction Design designed and constructed tenant improvements for the most recent expansion to Tacos Ensenada. Platinum performed well on the project, and was given high remarks from our Building Division. In several other reference checks for work performed on commercial tenant improvements, all owners or property managers gave Platinum high marks, and have had long-standing relationships with them.

ITEM 14.D. The City of Duarte/Housing Authority FY 2017-18 budget will be presented for consideration and approval.

Respectfully submitted,

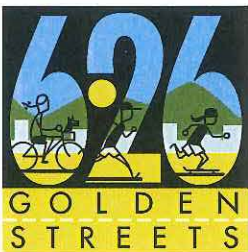

Darrell J. George
City Manager

#626GoldenStreets

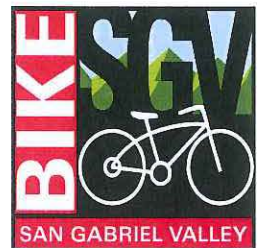


MARCH 5
9AM - 3PM

GOLDEN STREETS



Post-Event Evaluation
May 2017



**OPEN STREETS
MADE POSSIBLE BY**

M Metro

210

COLORADO

MICHILLINDA

ARCADIA

1ST

CHESTNUT

MAGNOLIA

POMONA

DUARTE

MONROVIA

605

SANTA FE DAM

IRVINDALE

FOOTHILL

AZUSA

110

MISSION

CAMPBELL

SAN MARINO

HUNTINGTON

**17+ MILES
OF CAR FREE
STREETS!**

GOLDEN STREETS ROUTE / RUTA DE GOLDEN STREETS / 金線街

HUBS / CENTROS DE ACTIVIDAD / 路線基地

M METRO GOLD LINE STATIONS / ESTACIONES DE METRO GOLD LINE / 金線火車站

VEHICLE CROSSINGS / CRUZAR PARA LOS COCHES / 允許汽車穿行的路口

SOUTH PASADENA

LONG BEACH

1 mile

SPONSORS

Gold Line Construction Authority
Kaiser Permanente
89.3 KPCC
Matt Denny's Alehouse Restaurant
San Gabriel Mountains Forever
Southern California Gas Company

SUPPORTERS

Aztlan Athletics
Bike San Gabriel Valley
California Conservation Corps
Day One
Mayor Gabe the Sasquatch



- **8 Communities:** South Pasadena, San Marino, East Pasadena (LA County), Arcadia, Monrovia, Duarte, Irwindale, Azusa

Participant Surveys (1,196 surveys)

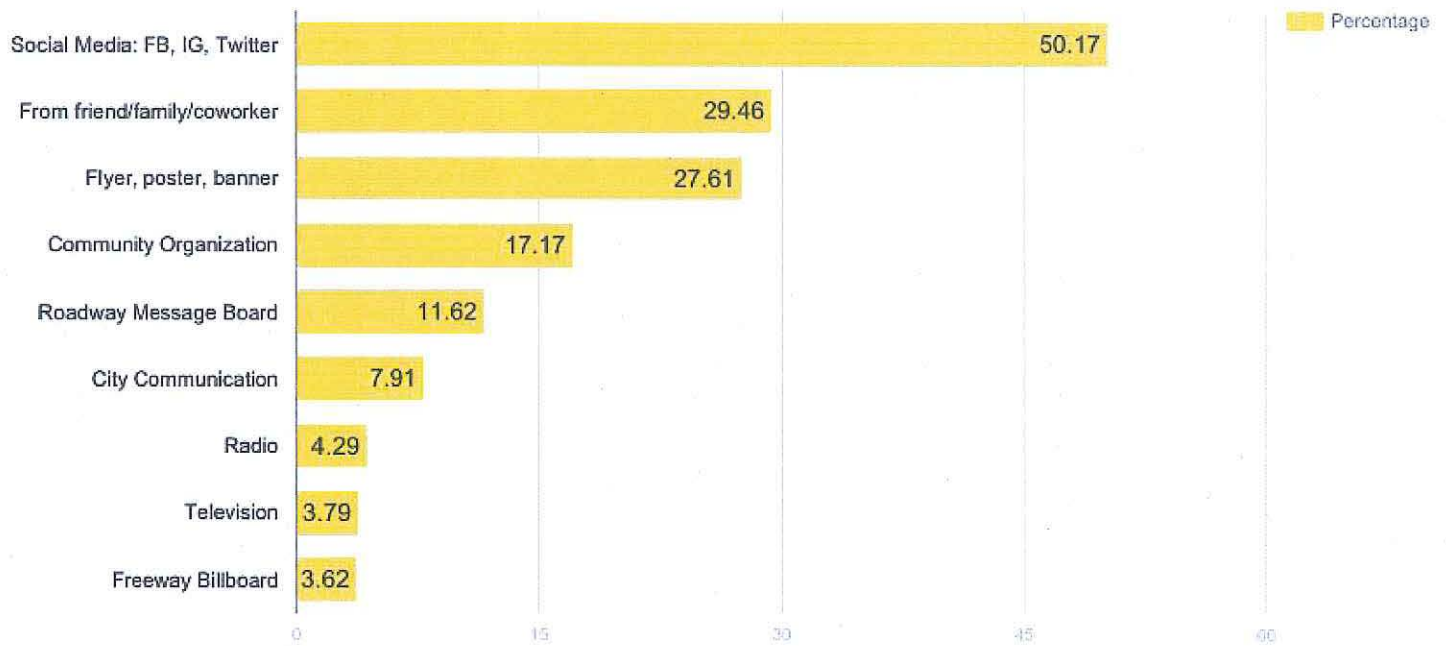
- Sample size - 1,196
- Print surveys collected in each (8) activity hub by volunteers and staff on 3/5/17
- Single-sided, 10 questions
- Responses entered into SurveyMonkey

OPEN STREETS
MADE POSSIBLE BY

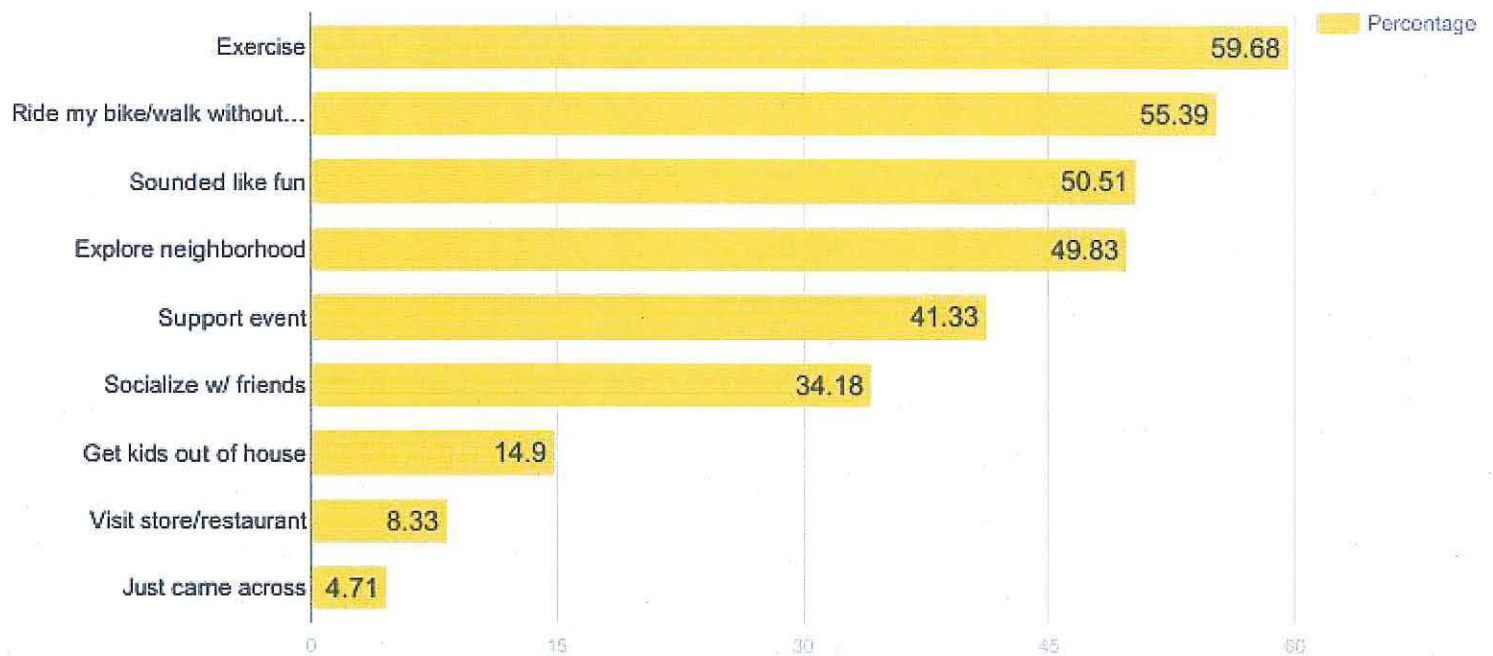


Participant Surveys (n - 1,196)

How did you hear about 626 Golden Streets?

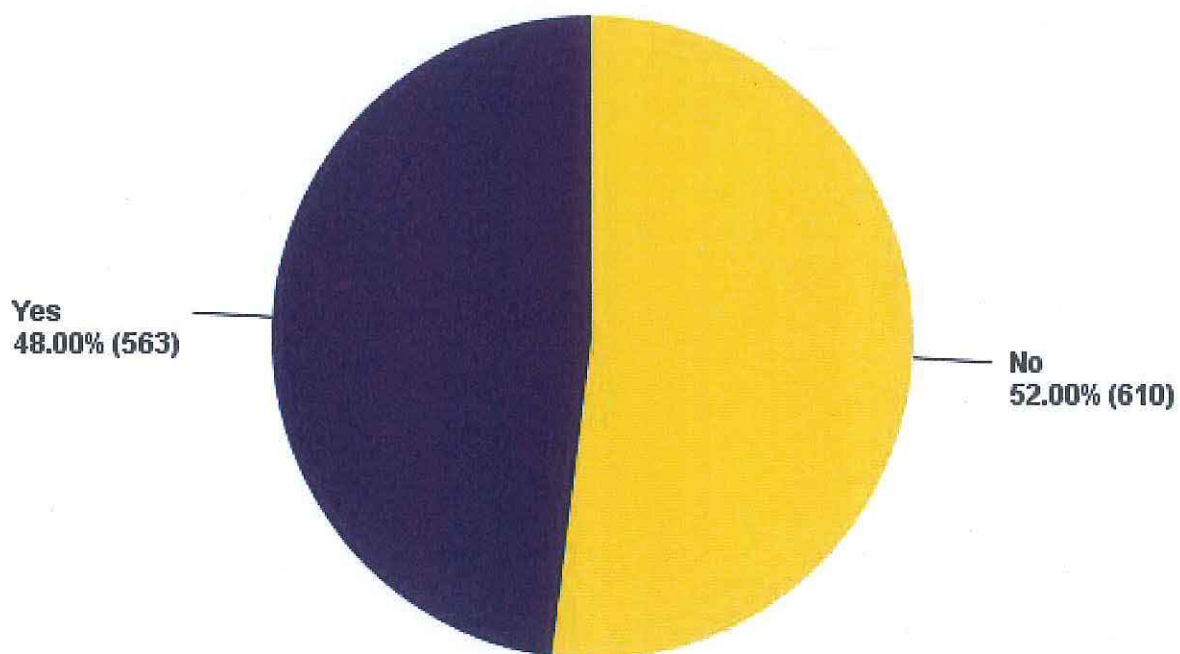


What are the main reasons you came to 626 Golden Streets?



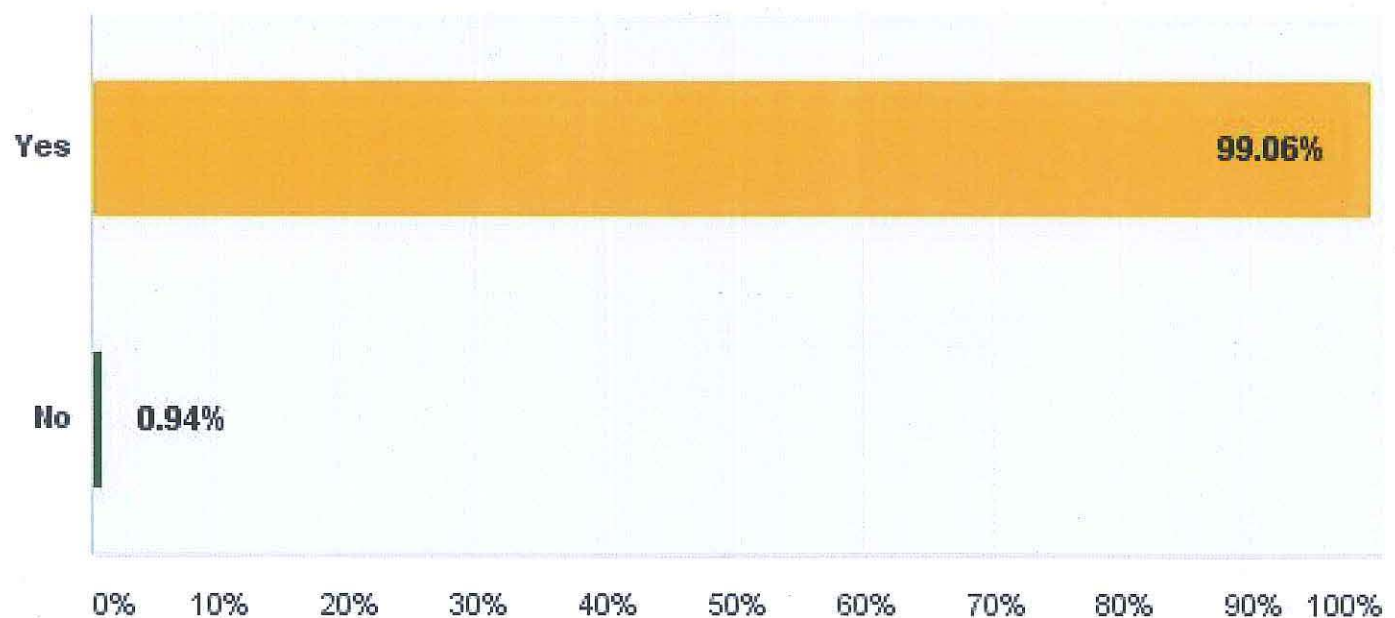
Q3 Is this the first time you have attended this type of event (ciclovía, open streets)?

Answered: 1,173 Skipped: 23



Q4 Would you like to see open streets events like this again in the San Gabriel Valley?

Answered: 1,176 Skipped: 20



How did you get to 626 Golden Streets?



38.26%



36.66%

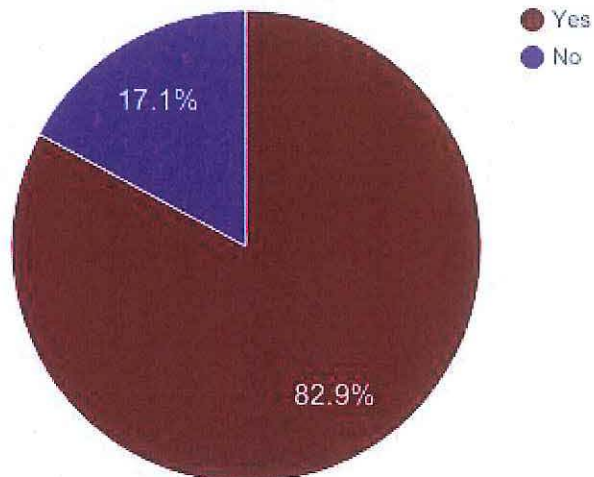


26.18%



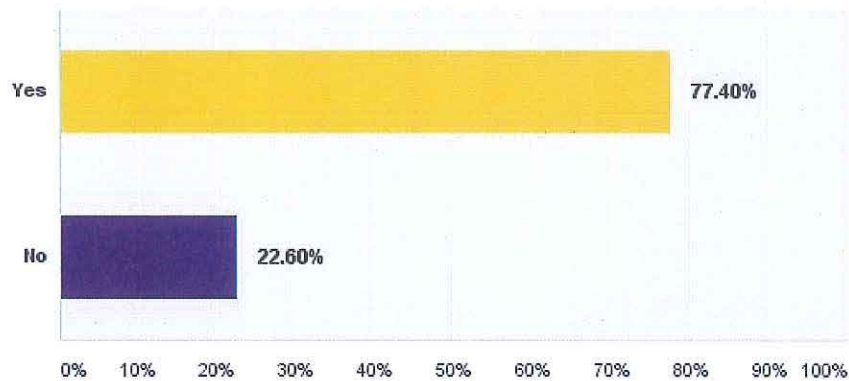
13.43%

Have you ever used the Metro Gold Line before?



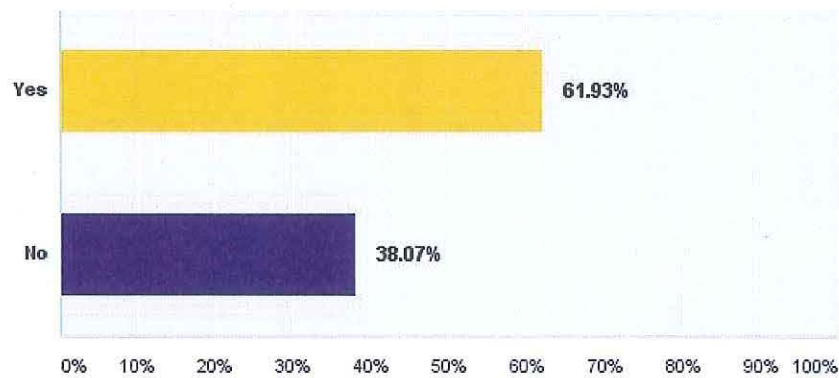
Q9 Did you buy any food or drinks along the event route?

Answered: 1,177 Skipped: 19



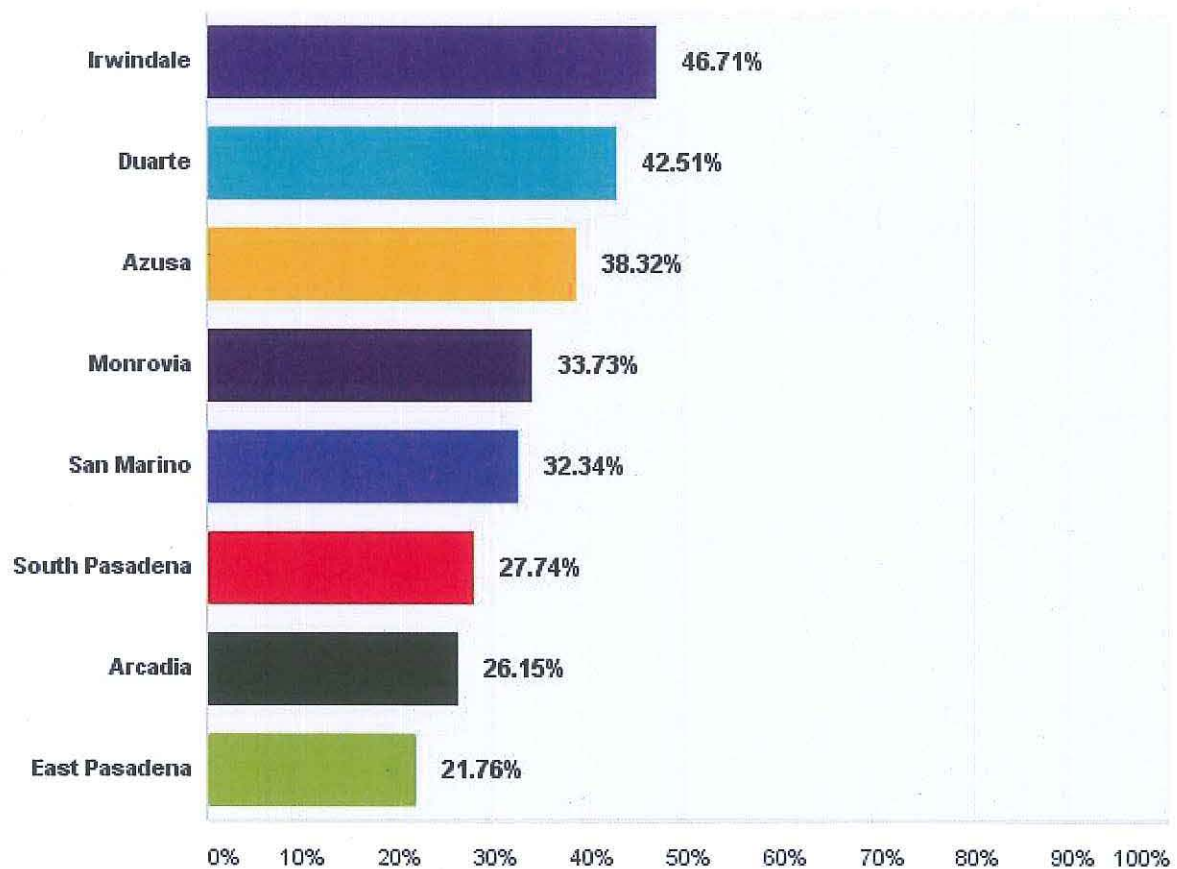
Q10 Did you shop at any local businesses along the event route?

Answered: 1,161 Skipped: 35



Q11 Was this your first time visiting any of the following communities (select all that apply)?

Answered: 501 Skipped: 695



Participant Postcards (n - 350) - samples

March 5, 2017



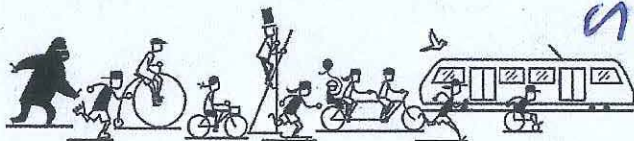
- I love 626 Golden Streets because...

We saw a lot of friends
and neighbors from surrounding
communities

- My favorite part was...

Seeing all the people and families
out exercising... no phones...

no electronics



Thank you!

Postcard Comments (Summary)

- **Sense of community** - Rare to have a community-focused event which encouraged participants to meet their neighbors and explore new places.
- **Freedom** - to ride, walk, and be in the streets without worrying about vehicular traffic
- **Family-friendly** - event was accessible to families
- **Rain** - did not ruin event, many enjoyed it nonetheless
- **Active Living** - event promoted physical activity

March 5, 2017

- I love 626 Golden Streets because...

*open streets give us
Freedom!*



- My favorite part was...

*the stretch between Sierra Madre /
Michillinda → Arcadia. Rain was
not an issue, still had a great time!*



Thank you!

March 5, 2017

- I love 626 Golden Streets because...

*it brings communities in the SGV
together to ACTIVATE public spaces
like roads, parks.*



- My favorite part was...

*seeing families smile & have
lots of fun. Awesome event!*



Thank you!

Economic Impact

Azusa (n-7): 15.92%

BUSINESS NAME	CITY	3/5/2017 AND 3/6/2016	NOTES
Costco (on route)	Azusa	no impact to business	"We had a costco tent on the route side in front of costco. We gave out water and fruit, we were not able to sell any memberships. Then it started raining and it slowed down" - Casey, Manager
Target (route adjacent)	Azusa	sales increased 6%	"Sales increased 6%, that's not normal, a normal increase is 1% to 2%. Meeting our sales goal for that day and increasing by 6% is not normal" - Karen, Manager
Tardinos Brothers Italian Kitchen (route adjacent)	Azusa	sales decreased, exact amount not available from business	"We're not usually open on sundays, I was barbecuing outside but then it rained and I had too much staff for that day. I liked the event" - Sam, Manager
Max's Mexican Cuisine (route adjacent)	Azusa	sales increased 9.5%	
Bambinos Pizza (route adjacent)	Azusa	sales increased by 10%	"We had a lot of Asian people, I know they were from out of the area but i like it because we don't usually see that many people from out of the area here" - Samuel, Manager
Congregation Ale House (route adjacent)	Azusa	sales increased by 50%	"We were super slammed, all the tables were taken. you should have the event run through the downtown instead. I looked up the street and wasn't sure where it was starting or ending" - Miguel, Manager
City Cafe (route adjacent)	Azusa	sales increased by 20%	"On that day we had 55 people for lunch, 120 people total, on march 6th 2016 we only had 78 people all day"

Economic Impact (preliminary results)

Arcadia (n-5): -21.00%

East Pasadena (n-1): -10.00%

Duarte (n-1): n/a

CITY	BUSINESS NAME	Proximity	3/5/17 vs. 3/6/16	Quotes
Arcadia	REI	adjacent	-14.00%	"We sold a few rain jackets." - Jim Gray, Manager
	In-N-Out	on route	will not share	"We liked the event, we used the alley in the back for traffic. We had a lot bikes and were trying to get them served as fast as possible." -Aarika, Manager; Corporate office: "sales numbers not available to public"
	Royal Oaks Liquor	adjacent	-76%	"I dont mind the event but spliting the streets might help" - Eli; "3/5/17 profit: \$400; 3/6/16 profits: \$1,700"
	Hecho De Mano	on route	10.00%	"The event was great but it's too bad that it rained. A lot of people from the neighborhood came in and found out about the shop, 1st street was really busy so everything was great except for the rain. We were busy here and a lot of people came in." - Azalea, Owner
	Coco's Restaurant	on route	-4%	Includes \$2,270 purchase of food from BikeSGV for staff and volunteers
			-21.00%	
East Pasadena	Trader Joes	on route	-10.00%	"I liked the event but not a lot of people came in, people did come in to buy refreshments and use the restroom but that's it. Maybe next year cars and bikes can share the road" - Trader Joe's
			-10.00%	
Duarte	Duarte Market	on route		"Business was bad because our driveways were blocked, I didn't mind the business but we didn't get many cars." - Manager

Economic Impact (preliminary results)

South Pasadena (n-10): **55.45%**

South Pasadena	Aro Latin Restaurant	on route	50.00%	"We got crushed, we were busy for 4 hours straight" - Christian, Manager
	Griffins Kinsale	on route	50.00%	"We got slammed, i wish i would of had more staff for that day" - Joe, Manager
	Hodgson's Antiques	on route	100.00%	"Terrible terrible music. Other than that it was profitable, at least double what we make on a Sunday" - Mick, Manager
	Mix N' Munch	on route	100.00%	spoke to manager, Susy
	La Monarca Bakery	on route	50.00%	"Busiest day we've ever had, we were making coffee all day, people ordered a lot of coffee. We had to run to the store for supplies."
	Munch Company	on route	50.00%	"I thought it was a great event, we don't usually open on Sundays but we did and were super busy"
	The Moo on Mission	on route	150.00%	"It was super busy, we were brewing coffee all day, most of the sales were coffee"
	Mike and Anne's	on route	10.00%	"The event was well organized compared to other events on mission. The port-a-potties were next to us so we didn't have an issue with people just coming in to use our restrooms. we didn't sell a lot of liquor but we were definitely busier. We had some large groups and a lot of families" - Camaren, Manager
	La Fiesta Grande	on route	25.00%	
	Menchie's Yogurt	on route	will not share	Corporate: "sales numbers are not available to the public"
	Fair Oaks Pharmacy	on route	15.00%	called on 3/15 and 3/23/17 - manager on medical leave
	Heirloom Bakery	adjacent	10.00%	"We got a lot of new people from out of the area. I liked this event compared to other events here on mission, like theres this car thing they do and close the street and people just avoid the area" - Sally, Manager
			55.45%	



www.626goldenstreets.com
#626GoldenStreets #GabeTheSasquatch



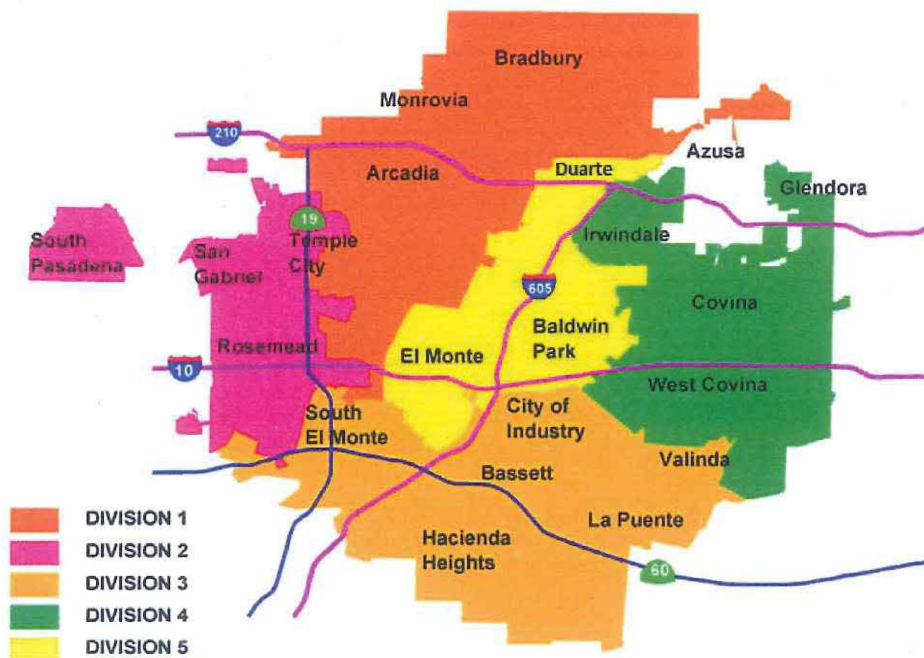
Water Supply Update

Duarte City Council

June 13, 2017



Upper San Gabriel Valley MWD



- A special district formed in 1960
- 144 square mile service area
- Population served: 900,000
- Provides supplemental water to San Gabriel Valley communities
- Metropolitan Water District member agency
- Total water demand is about 200,000 acre feet of water annually.
- 2016/17 Budget \$32.5 million



Division 1
Director Dr.
Anthony
R. Fellow



Division 2
Director Charles
M. Treviño



Division 3
Director Ed
Chavez



Division 4
Director Alfonso
"al" Contreras

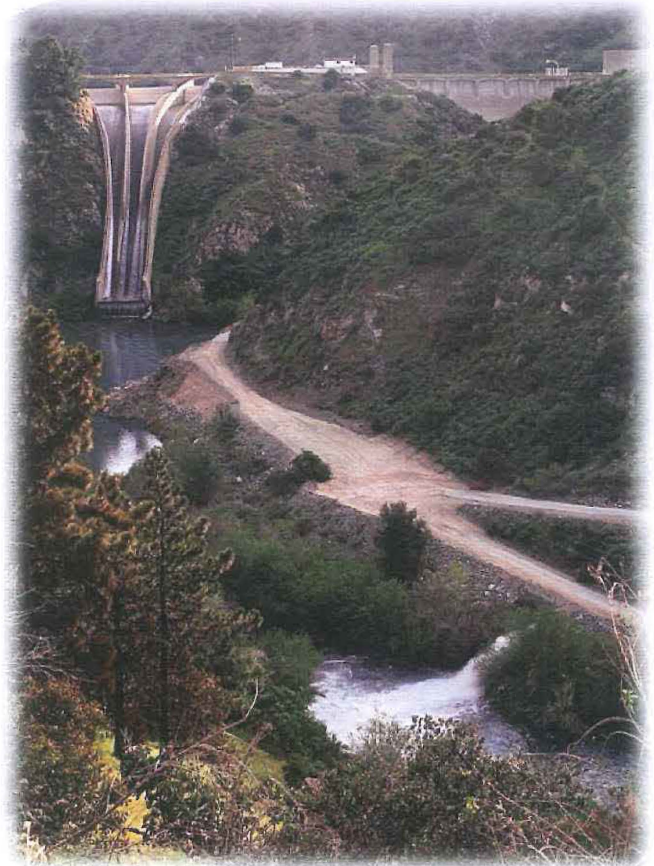
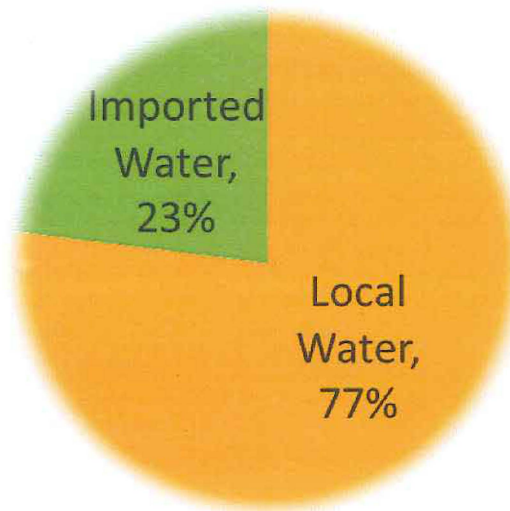


Division 5
Director Bryan
Urias

www.upperdistrict.org

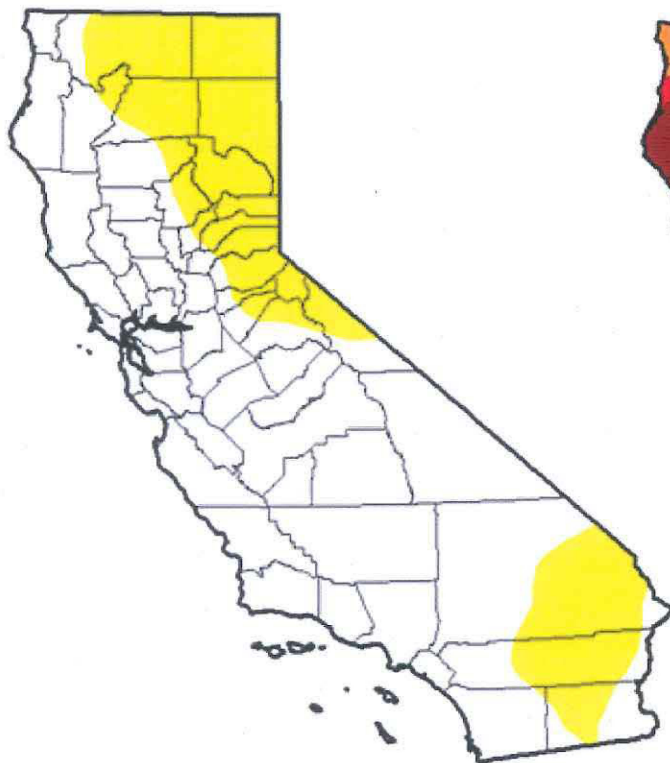


Where does our local water supply come from?

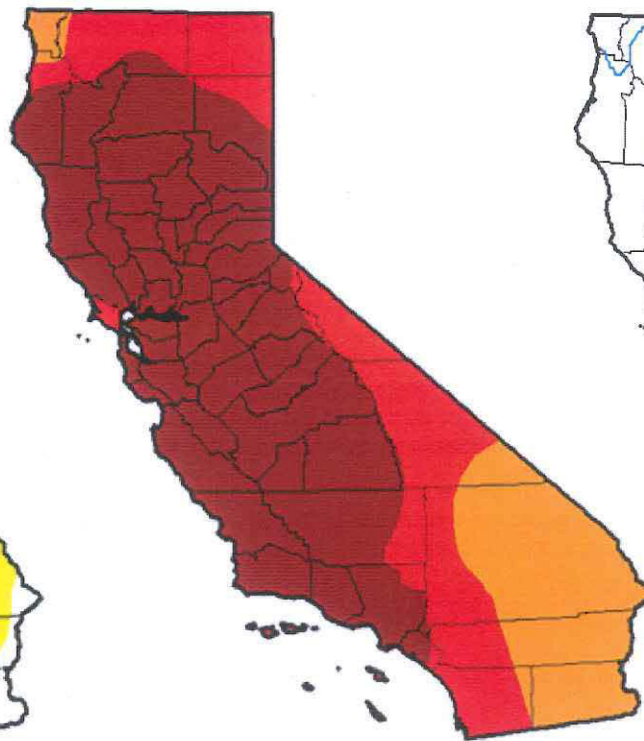


California Drought Progression

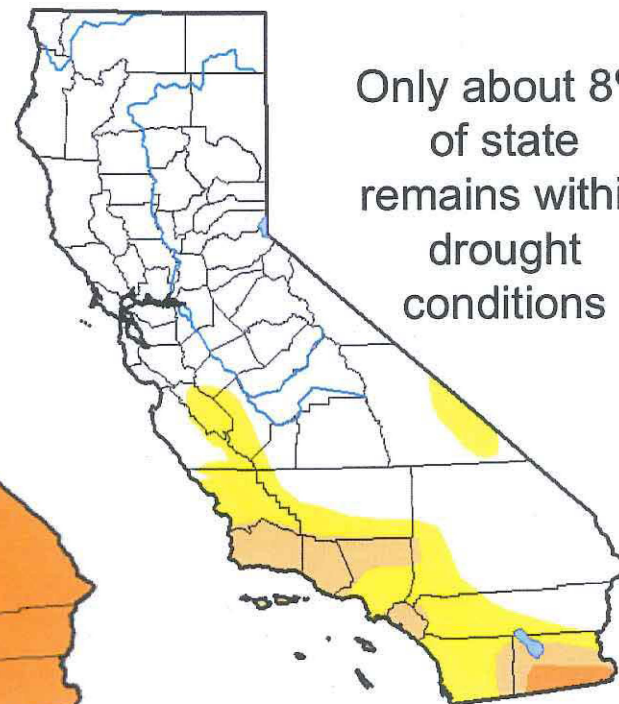
December 20, 2011



July 29, 2014



May 30, 2017



Only about 8%
of state
remains within
drought
conditions

Abnormally
Dry

Moderate
Drought

Severe
Drought

Extreme
Drought

Exceptional
Drought



Update on Imported Resources – *as of 5/31/17*

• State Water Project

- **Rainfall:** 93.5 inches during current water year (Oct. to Sept.)
 - ~196% of average rainfall during current water year
- **Snowpack Peak:** 44 inches deep (currently ~12 inches)
- **Snowpack Measurement:** 158% of normal on April 1, 2017
- **Current Snow - Runoff Forecast:** 224% of average
- **SWP Exporter Allocation:** 85%

• Colorado River

- **Rainfall:** 27.6 inches during current water year
 - ~116% of average rainfall during current water year
- **Snowpack Peak:** 20.3 inches deep (currently ~6 inches)
- **Snowpack Measurement:** 128% of normal on April 1, 2017
- **Current Snow - Runoff Forecast:** 115% of average

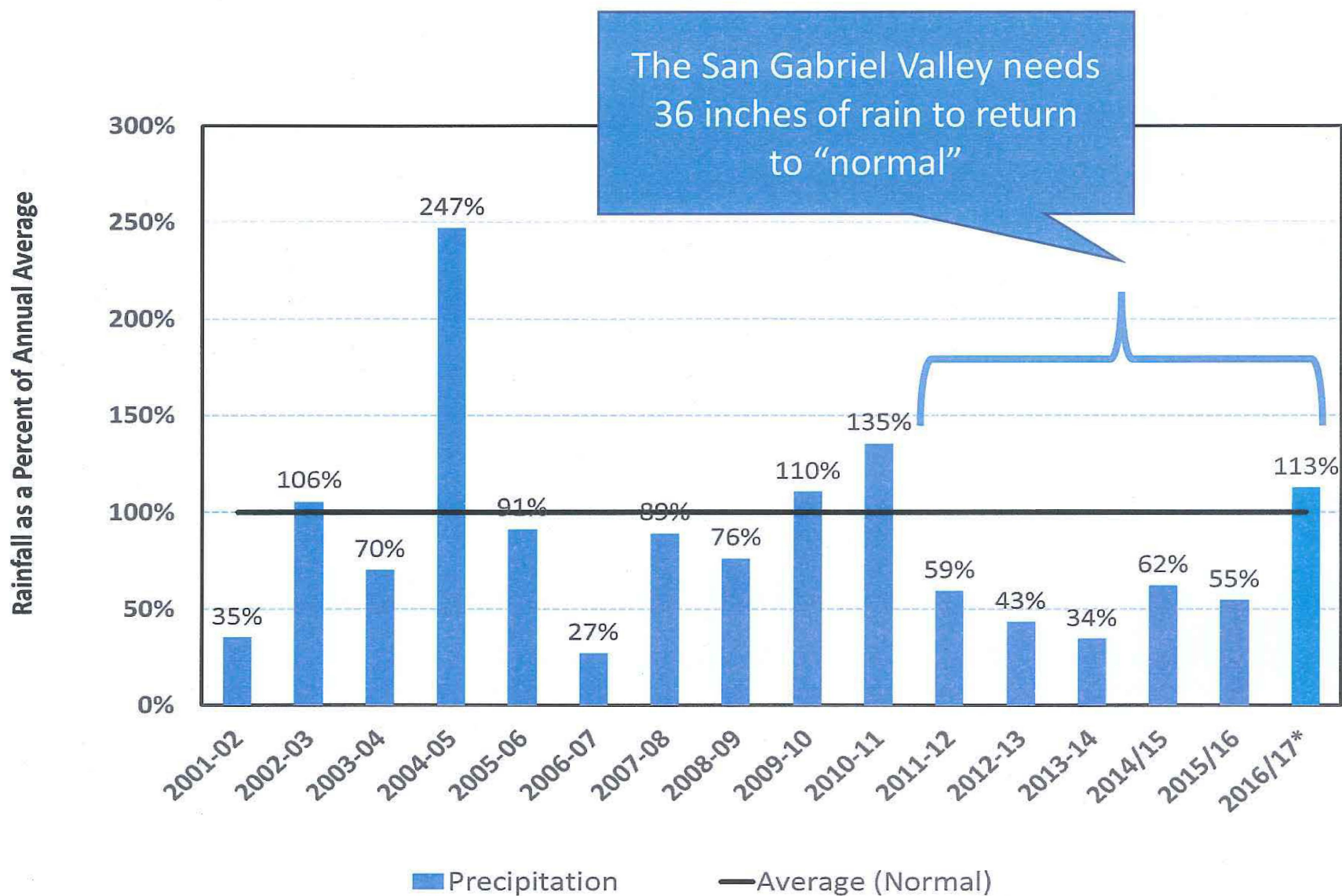


Metropolitan is Forecasting an Increase in Storage Reserves this Year

End of Year Balances

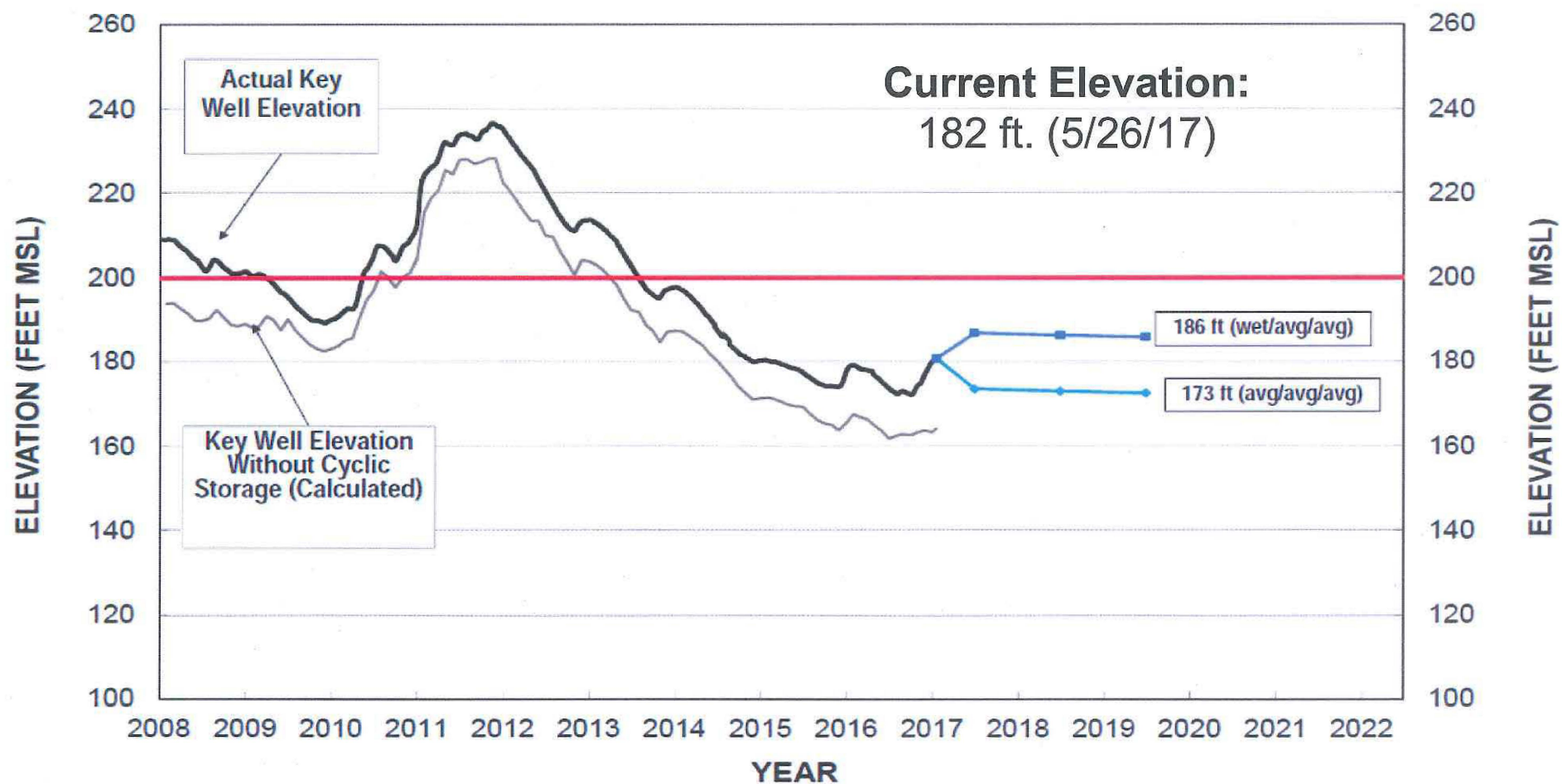


Recent Rainfall History – San Gabriel Valley



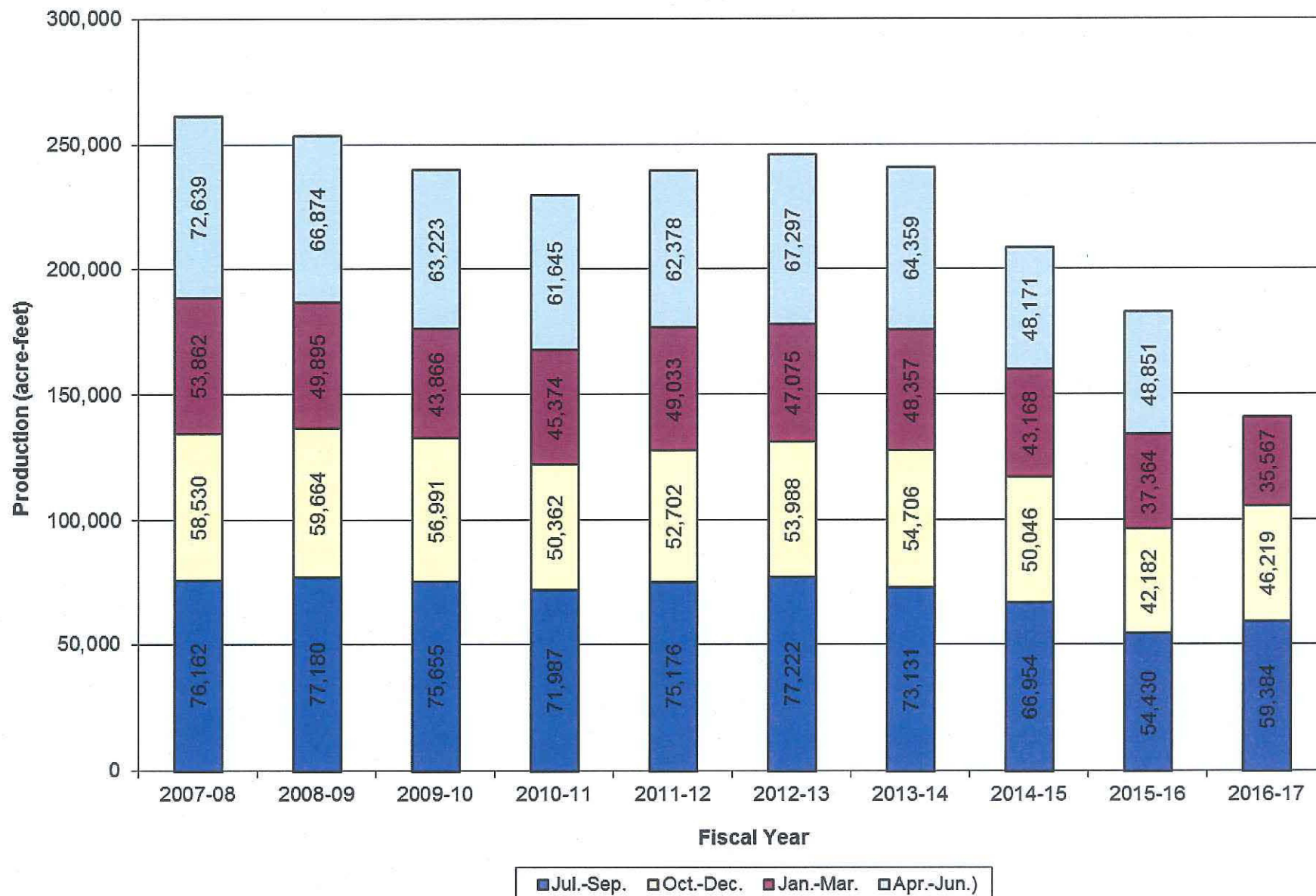
Key Well Forecast

FORECASTED BALDWIN PARK KEY WELL ELEVATION (THROUGH JUNE 30, 2019)



Note: Assumes production of 190,000 AF for next three years.

Total Water Use



Permanent Water Waste Prohibitions

- On April 7, 2017, Governor Brown issued Executive Order B-40-17 lifting the statewide emergency drought declaration and specific conservation provisions
 - Kept in place the temporary monthly water use reporting requirements and the following prohibitions against wasteful water use practices:



No hosing down a sidewalk instead of using a broom or brush



**No outdoor watering
During or within 48 hours
after a rain event**



**Overwatering a landscape
Causing runoff onto sidewalk
and/or gutter**

Upper District Programs – Conservation & Education

➤ Conservation booths

➤ Waterfest 2017

➤ Turf Removal, Residential Landscape & Greywater Classes

- Offered in English, Spanish and Mandarin
- June 10, 2017 - Laundry to Landscape/Greywater (Mandarin)



FREE LAUNDRY-TO-LANDSCAPE WORKSHOP

Please Join Upper District for a
GREYWATER WORKSHOP

Presented in English - Sat. May 6, 2017 - 8am-12pm
602 E. Huntington Dr., Suite B, Monrovia, CA 91016

Presented in Spanish - Sat. June 3, 2017 - 8am-12pm
4100 Balboa Park Blvd., Balboa Park, CA - Room #1

Presented in Mandarin - Sat. June 10, 2017 - 8am-12pm
602 E. Huntington Dr., Suite B, Monrovia, CA 91016

Call (626) 443-2297 for more details

A laundry-to-landscape (L2L) greywater system class taught by Greywater Action

Workshop topics include:

Part 1: Greywater 101. • Overview of a wastewater system • Why to reuse greywater (green plumbing code) • Place identity tags and products • Common types of systems & design considerations • General costs and water-saving potential • Greywater resources	Part 2: How to Design & Build a L2L System. • How the L2L system works • How to install a greywater filter • How to install the plumbing component for the L2L system • How to design & build the drip line component for the L2L system • How to install the L2L system • Maintenance & system costs
--	--

Space is limited. Register today!
RSVP by calling (626) 443-2297
or email Valeria@usgvmwd.org


www.upperdistrict.org   

➤ Large Landscape Survey & Retrofit Program

- Provide free water audits/retrofits for municipal, county and school districts
- 104 sites surveyed/retrofitted across district to date
- **Duarte:** 3 completed sites - surveyed & retrofitted
 - Duarte Sports Park, Encanto Park, & Otis Gordon Sports Park

➤ Watershed Restoration Volunteer Events: Summer 2017

- Saturday, June 24th – 8:00 am to 12:00 pm
- Saturday, July 29th – 8:00 am to 12:00 pm





Thank You

Shane Chapman
General Manager
shane@usgvmwd.org
626-443-2297

Patty Cortez
Director of Community &
Government Affairs
patty@usgvmwd.org
626-443-2297



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 – MAY 23, 2017

CALL TO ORDER	The City Council/City Council as Successor Agency to Dissolved Redevelopment Agency/Housing Authority/Community Facilities Financing Authority of the City of Duarte met in a regular meeting in the Council Chambers, 1600 Huntington Drive, Duarte, California. Mayor Finlay called the meeting to order at 7:10 p.m.
RECORDATION OF ATTENDANCE	The following were in attendance: PRESENT: Fasana (arrived at 7:17 p.m.), Kang (left at 7:55 p.m.), Paras-Caracci, Reilly, Finlay ABSENT: None ADMINISTRATIVE STAFF PRESENT: Assistant City Manager Petersen, City Attorney Cosgrove
ADOPTION OF AGENDA	Reilly moved, Paras-Caracci seconded to adopt the Agenda, and carried with Fasana not present.
PLEDGE TO THE FLAG	Brian Barreto led the Pledge of Allegiance to the flag.
MOMENT OF REFLECTION	A moment of reflection was observed.
FITNESS/MENTAL WARM-UP	Kang and Finlay provided the warm-up.
SPECIAL ITEMS Kirsten Nielsen–Senior Center 2017 Volunteer of the Year Proclamation – Older American	Cesar Monsalve introduced Kirsten Nielsen, and provided information about her selection as Duarte Senior Center’s 2017 Volunteer of the Year. Mayor Finlay read and presented her with the Proclamation for Older American’s Month. Christian Daly, Supervisor Barger’s office, presented her with a certificate on behalf of the Supervisor, and congratulations were extended. Steve Hernandez stated seniors enjoy giving back to the community, and Duarte has a great senior center.
Mitchell Skinner–Supv. Barger’s 2017 Volunteer of the Year	On behalf of Supervisor Barger, Christian Daly presented Mr. Skinner with a proclamation, medallion, and souvenir memento for being selected as L.A. County Volunteer of the Year. Mayor Finlay presented him with a certificate, and congratulated him on his recognition.
CERT Members – Ham Radio Certification	Brian Villalobos described the Ham radio class that was undertaken by the Community Emergency Response Team (CERT) members. Councilmember Kang presented background information about the invention/use of Ham radios, and provided a radio to each CERT member. Mayor Finlay presented certificates to the CERT members, and extended congratulations.
Green Home Award Recipients	Cesar Monsalve described the Green Home Award Program,

thanked Parks and Recreation Supervisor Lupe Valerio and the Duarte's Promise staff for organizing the program, and displayed photos of the winners' homes/businesses. Brian Barreto, CalAm Water, presented gift bags to the winners, and Mayor Finlay presented them with congratulatory certificates.

ANNOUNCEMENTS

Joanna Gee, Duarte Library, announced story times, classes, and reading/teen programs in June and July.

Sheryl Lefmann announced the Chamber of Commerce Taste of Duarte event tomorrow, and thanked all sponsors.

Iliana Garcia announced upcoming community events, concerts, and programs during the Summer months.

Councilmember Kang left the meeting.

ORAL COMMUNICATIONS

The following spoke on items not on the Agenda.

Brian Barreto – Conservation/drought measures, water main.

Kevin Sexton – Tree trimming, street cracks, coyotes, goats.

Claude Heyd – Aggressive coyote packs.

Finlay asked if staff could look at the coyote situation and the use of goats for weed abatement.

CONSENT CALENDAR

Fasana moved, Paras-Caracci seconded to approve the Consent Calendar as follows, and carried with Kang absent.

Approve Items A, B, C, D, E, F, G, I, J.

Remove Item H.

Item D – RESOLUTION 17-29
Employer Contribution
Healthcare – City Council

Council Bill 17-R-29 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT (Non-PERS City Council)

Item E – RESOLUTION 17-30
Salary Schedule for
Unrepresented Employees

Council Bill 17-R-30 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RESCINDING RESOLUTION NO. 16-11 AND ESTABLISHING A SALARY SCHEDULE AND COMPENSATION PLAN FOR UNREPRESENTED REGULAR EMPLOYEES

Item F – RESOLUTION 17-31
2017/18 Appropriations Limit

Council Bill 17-R-31 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE ESTABLISHING AN APPROPRIATIONS LIMIT PURSUANT TO THE PROVISIONS OF ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION

Item G – RESOLUTION 17-32
Terminates Local Emergency

Council Bill 17-R-32 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE PROCLAIMING THE TERMINATION OF A LOCAL EMERGENCY PREVIOUSLY DECLARED UNDER RESOLUTION NO. 17-16

ITEM REMOVED

Item H – Concrete Repair 16/17

ITEM H – APPROVED

BUSINESS ITEM

Update –Emergency Response
Expenses 2016/17 (Receive/File)

Craig Hensley presented a staff report about the item.

Fasana moved, Reilly seconded to award the contract to E & E Engineering, Inc., in the amount of \$40,138 for Concrete Repair Program FY 16/17 (Citywide), and carried with Kang absent.

Kristen Petersen presented a detailed staff report about the recent emergency events, expenses, reimbursement of costs, and potential additional reimbursements, and noted the update is on the Agenda for informational purposes as a receive and file item.

Fasana stated we need to look at the Mel Canyon debris basin, as it needs to be cleaned out, and suggested perhaps talking with the County or getting the property owner more involved.

Reilly moved, Paras-Caracci seconded to receive and file the update of 2016/17 emergency response expenses related to the Fish Fire and winter storm debris flows, and carried with Kang absent.

ORAL COMMUNICATIONS
(Continued)

The following spoke on items not on the Agenda.
Kevin Sexton – Goats.

ITEMS FROM CITY COUNCIL/
CITY MANAGER

PETERSEN: Thanked all who participated in the brief fire emergency yesterday.

PARAS-CARACCI: Thanked all who handled the fire, appreciated the City's social media, thanked staff for the budget workshop, and stated she hopes the community knows that City Council works with staff to provide services and programs to residents.

REILLY: Thanked everyone for the quick work on the fire, and stated she is looking forward to the joint meeting with the School District, and getting answers about the pending charter school and its relationship to the School District.

FASANA: Thanked staff for the CalPERS information and the budget workshop, stated he is looking forward to the joint meeting with the School Board and MAD Town Council, it was great to see Supervisors Barger and Hahn at the City of Hope event, he missed the Peace March, attended a nutrition science and food policy conference, discussed community garden options, and announced San Gabriel Valley COG's new officers.

FINLAY: Read a portion of a message she received from a former employee and graduate of Duarte High School regarding the new School of the Arts, the number of students commuting from other cities, and possibility of promoting what Duarte has to offer, stated the San Dimas track meet was great, attended the opening of the India Food & Spices restaurant, and stated David Spence will be missed.

ADJOURNMENT

Finlay moved, Paras-Caracci seconded to adjourn the meeting at 8:46 p.m. in memory of David Spence, and carried with Kang absent.

Mayor Margaret Finlay

City Clerk



City of Duarte

Council Warrant Register by Account By Fund

Payment Dates 05/24/2017 - 06/13/2017

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 100 - GENERAL FUND					
100-1005-7642	MARGARET FINLAY	NLC Small Cities Council 7/2017 (Airfare)	207669		489.40
100-1010-7614	SMART & FINAL	Office Supplies	207632		29.98
100-1010-7651	COUNTY OF LOS ANGELES REGISTR	Change of Election Date Postcards/Postage	207657		2,043.94
100-1010-7670	SAN GABRIEL VALLEY NEWSPAPERS	Legal Advertising 4/2017	207631		5,806.68
100-1010-7980	SMART & FINAL	Council Meeting Supplies	207632		40.73
100-1010-7980	DUARTE PETTY CASH	Council Water	207607		6.66
100-1010-7980	DUARTE PETTY CASH	Council Meeting Drinks	207607		14.80
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 3/2017	207691		15,939.95
100-1015-7682	BURKE, WILLIAMS & SORESENSEN LL	Labor Legal 4/2017	207653		5,090.03
100-1015-7686	LOS ANGELES COUNTY DISTRICT AT	Municipal Code Prosecution 11/1/16 - 2/28/17	207583		1,439.51
100-1015-7686	RUTAN & TUCKER LLP	NPDES Environmental/Stormwater Litigation 3/2017	207691		30,163.89
100-1020-7710	LUDECKE PROPERTY MANAGEMEN	Chamber Lease 6/2017	207584		1,600.00
100-1020-7711	SMART & FINAL	Employee Party Prizes & Desserts	207632		98.20
100-1020-7711	SMART & FINAL	Party Game Supplies	207632		1.59
100-1020-7711	DUARTE PETTY CASH	EE Rogcognition Party Supplies	207607		29.09
100-1020-7715	SMART & FINAL	Green Home Refreshments	207632		80.25
100-1020-7715	THE SAUCE CREATIVE SERVICES CO	Green Home Lawn Signs	207694		510.00
100-1020-7715	STAPLES ADVANTAGE	Green Home Certificate Frames	207634		52.90
100-1020-7716	SMART & FINAL	Peace March Supplies	207632		70.31
100-1020-7716	LOS ANGELES COUNTY SHERIFF'S D	626 Golden Streets Event 3/5/17	207682	201631-Spec Events-Golden Streets 626	18,999.42
100-1020-7719	EUROPEAN PERSONAL CHEF INC	SC Volunteer Dinner	207668		1,755.30
100-1020-7722	GRANICUS INC	Mobile Site Upgrade	207575		250.00
100-1020-7724	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 5/2017	207651		115.00
100-1020-7980	DUARTE CHAMBER OF COMMERCE	2017 Taste of Duarte Employee Tickets	207662		240.00
100-1205-7610	SAN GABRIEL VALLEY CITY MANAG	Brian Villalobos 2017 Annual Spring Workshop	207692		60.00
100-1205-7614	WALMART COMMUNITY/RFCSLLC	PS Office Supplies	207638		50.41
100-1205-7614	STAPLES ADVANTAGE	PS Office Supplies	207634		24.69
100-1205-7614	STAPLES ADVANTAGE	PS Office Supplies	207634		379.52
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	207634		29.90
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	207634		24.32
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	207697		28.81
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	207697		5.52
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	207697		34.68
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	207697		61.31
100-1205-7614	DUARTE PUBLIC SAFETY PETTY CAS	Office Supplies (Target)	207609		3.25
100-1205-7650	ALEX ROMO AUTO & TRUCK REPAIR	Veh 23 A/C Blower Motor/Air Filter/Brake Light	207642		397.01
100-1205-7650	DUARTE PUBLIC SAFETY PETTY CAS	Veh 35 Carwash 5/10/17	207609		14.00
100-1205-7650	DUARTE PUBLIC SAFETY PETTY CAS	Veh 35 Carwash 4/6/17	207609		14.00
100-1205-7650	DUARTE PUBLIC SAFETY PETTY CAS	Veh 35 Carwash 3/17/17	207609		9.00
100-1205-7650	DUARTE PUBLIC SAFETY PETTY CAS	Veh 27 Carwash 4/15/17	207609		12.00
100-1205-7650	DUARTE PUBLIC SAFETY PETTY CAS	Veh 35 Carwash 4/15/17	207609		14.00
100-1205-7650	DUARTE PUBLIC SAFETY PETTY CAS	Veh 35 Carwash 5/3/17	207609		14.00
100-1205-7655	GLOBALSTAR USA	Emergency Satellite Phones 2017 (Annual)	207612		1,088.77
100-1205-7761	SUPERIOR CT OF CAL CO OF LOS AN	Citation Revenue Tax 4/2017	207700		4,845.50
100-1205-7761	DATA TICKET INC	Admin Citation Processing 4/2017	207660		280.17
100-1205-7761	DATA TICKET INC	DUI Collection Processing 4/2017	207660		12.00
100-1205-7761	DATA TICKET INC	Parking Citation Processing 4/2017	207660		1,410.64
100-1205-7779	WALMART COMMUNITY/RFCSLLC	DART Trip Supplies	207638		146.78
100-1205-7779	CURO MANAGED PRINT PRODUCTI	Movie Night/Concert Flyers	207659	201716-Youth Prgms-CalGrip 2017-2018 {	321.48
100-1205-7779	CURO MANAGED PRINT PRODUCTI	Movie Night Banner	207659	201716-Youth Prgms-CalGrip 2017-2018 {	651.41
100-1205-7779	DUARTE PIZZA COMPANY	Laser Tag Dinner 5/11/17	207663		115.97
100-1205-7779	DUARTE PIZZA COMPANY	Flyer Delivery	207663		43.16
100-1205-7779	DUARTE PIZZA COMPANY	DART Event 5/23/17	207663		24.02

Council Warrant Register by Account

Payment Dates: 05/24/2017 - 06/13/2017

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1205-7779	DUARTE PIZZA COMPANY	Taste of Duarte Volunteer Dinner	207663		103.00
100-1205-7779	FSP DESIGNS	DART Sashes	207572		352.50
100-1205-7779	DUARTE PUBLIC SAFETY PETTY CAS	DART UC Berkeley Trip Parking	207609		21.00
100-1205-7779	DUARTE PUBLIC SAFETY PETTY CAS	DART San Francisco Trip Toll Bridge Fee	207609		12.00
100-1205-7779	CASSANDRA GONZALEZ	DART Scholarship	207672	201331-PS Youth Programs	350.00
100-1205-7779	EMILY DIAZ	DART Scholarship	207661	201331-PS Youth Programs	150.00
100-1205-7779	KALINA JENKINS GITTENS	DART Scholarship	207671	201331-PS Youth Programs	100.00
100-1205-7779	MARISOL ARIAS	DART Scholarship	207644	201331-PS Youth Programs	450.00
100-1205-7779	ROBERTO BEJARANO	DART Scholarship	207648	201331-PS Youth Programs	100.00
100-1205-7779	ANDREA SANCHEZ	DART Scholarship	207693	201331-PS Youth Programs	100.00
100-1205-7779	CYNTHIA SIERRA	DART Scholarship	207696	201331-PS Youth Programs	100.00
100-1205-7779	FELIPE VALDEZ	DART Scholarship	207704	201331-PS Youth Programs	250.00
100-1205-7779	SWANK MOTION PICTURES INC	Moana Rental-Movie Night Event 6/2/17	207635	201716-Youth Prgms-CalGrip 2017-2018 (	385.00
100-1205-7780	JESSICA HELGESEN	Animal Cruelty Training	207576		75.00
100-1205-7780	COUNTY OF LOS ANGELES - ANIMA	Animal Shelter Services 4/2017	207655		1,879.52
100-1205-7781	LOS ANGELES COUNTY SHERIFF'S D	Sheriff's Contract 3/2017	207617		284,865.63
100-1205-7781	LOS ANGELES COUNTY SHERIFF'S D	Sheriff's Contract 3/2017	207617	201716-Sheriff's-CalGrip 2017-2018 (3 of	15,291.83
100-1205-7781	HUNTINGTON & DUARTE INC	Fuel-Sheriff's Dept 5/24/17	207620		7.98
100-1205-7781	HUNTINGTON & DUARTE INC	Fuel-Sheiff's Dept 5/24/17	207620		39.76
100-1205-7781	HUNTINGTON & DUARTE INC	Fuel-Sheriff's Dept 5/24/17	207620		46.83
100-1205-7787	MOUNTAIN VISTA PLAZA	Public Safety Lease & Actual/Estimated 2016 Exps	207619		9,013.97
100-1205-7887	ENTENMANN-ROVIN COMPANY	CSO Badge Refinish	207569		68.92
100-1205-7980	STEPHEN MARTINEZ	Phone Reimbursement	207585		90.00
100-1205-7980	FLINTRIDGE CENTER	CalGrip CBO 2/11/17 - 3/19/17	207670	201716-Other Expense-CalGrip 2017-201	8,047.00
100-1205-7980	FLINTRIDGE CENTER	CalGrip CBO 3/20/17 - 5/21/17	207670	201716-Other Expense-CalGrip 2017-201	15,110.00
100-1205-7980	DUARTE PUBLIC SAFETY PETTY CAS	Peace March 5/19/17 (Starbucks)	207609		15.95
100-1205-7980	DUARTE PUBLIC SAFETY PETTY CAS	Fire Tabletop Exercise (Starbucks)	207609		15.95
100-1205-7980	DANIEL FLORES	Movie Night Sound	207571		300.00
100-1211	PAMELA ROMERO	Computer Loan	207627		1,668.85
100-1405-7610	SAN GABRIEL VALLEY CITY MANAG	Craig Hensley 2017 Annual Spring Workshop	207692		60.00
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	207634		61.84
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	207634		16.19
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	207634		42.02
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	207634		50.94
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	207634		6.89
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	207634		91.22
100-1405-7614	STAPLES ADVANTAGE	Credit for Inv # 3339622622	207634		-15.43
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	207634		66.10
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	207634		70.58
100-1405-7650	ALEX ROMO AUTO & TRUCK REPAIR	Veh 19 Battery	207642		35.55
100-1405-7801	COUNTY OF LOS ANGELES DEPART	Industrial Waste 4/2017	207656		1,194.12
100-1405-7965	PACIFIC ENVIRONMENTAL COMPAN	1303 Hunt Dr Asbestos Clearance Inspection	207687	201723-Prof Svcs-1303 Hunt Site Clearanc	700.00
100-1405-7969	RKA CONSULTING GROUP	Winter Storm Engineering Svcs 4/2017	207689	201632-Fish Fire-Engineering Svcs	172.50
100-1410-7621	AUTOZONE	Hand Cleaner	207645		17.33
100-1410-7650	ALEX ROMO AUTO & TRUCK REPAIR	Veh 10 PM Service/Brake Light Switch	207642		294.45
100-1410-7650	ALEX ROMO AUTO & TRUCK REPAIR	Veh 7 Battery	207642		196.72
100-1410-7650	ALTEC INDUSTRIES INC	Truck 2 Repair Inoperable Upper Controller	207643		637.55
100-1410-7650	GRAINGER	Grease Gun	207673		122.63
100-1410-7656	SUNWEST ENGINEERING	Underground Fuel Tank Inspection 5/2017	207699		145.00
100-1410-7656	SUNWEST ENGINEERING	Underground Tank Inspection/Certification 5/2017	207699		635.00
100-1410-7656	SOUTH COAST AQMD	Emergency Generator I C E Fee	207593		354.86
100-1410-7656	SOUTH COAST AQMD	Generator Emissions Fee FY16/17	207593		124.35
100-1410-7810	A1 MAINTENANCE SERVICES CA	Las Brisas Sweeping 5/2017	207639		58.00
100-1410-7810	A1 MAINTENANCE SERVICES CA	Las Posadas Sweeping 5/2017	207639		58.00
100-1415-7916	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 5/2017	207651		2,130.00
100-1500	GEORGE DANG	Advance-Nature Camp Excursions	207604		700.00
100-1500	KELLY BARNES	Advance-Volunteer Dinner Gifts	207564		400.00
100-1500	MARGARET DIAMOND	Advance-Volunteer Dinner Appetizers	207568		500.00
100-1500	KELLY BARNES	Advance-Volunteer Dinner Desserts	207563		500.00
100-1500	VICTOR VALENZUELA	Advance-Hotel/Meal PAL Boxing Championship	207637		1,708.60

Council Warrant Register by Account

Payment Dates: 05/24/2017 - 06/13/2017

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1605-7002	PAMELA ROMERO	CPR Stipend	207690		76.92
100-1605-7610	SAN GABRIEL VALLEY CITY MANAG	Cesar Monsalve 2017 Annual Spring Workshop	207692		60.00
100-1605-7612	FSP DESIGNS	Hats Off Giveaways	207572		195.75
100-1605-7614	DUARTE RECREATION PETTY CASH	USB Flash Drive	207610		15.21
100-1605-7614	STAPLES ADVANTAGE	Facility Maint Office Supplies	207634		89.28
100-1605-7614	STAPLES ADVANTAGE	Office Supplies	207634		148.97
100-1605-7614	STAPLES ADVANTAGE	SC Office Supplies	207634		75.17
100-1605-7614	STAPLES ADVANTAGE	Office Supplies	207634		74.20
100-1605-7614	STAPLES ADVANTAGE	Markers	207634		15.66
100-1605-7614	STAPLES ADVANTAGE	Easel Pads	207697		32.78
100-1605-7614	STAPLES ADVANTAGE	Staplers/Folders	207697		114.04
100-1605-7614	STAPLES ADVANTAGE	Office Supplies	207697		40.28
100-1605-7614	STAPLES ADVANTAGE	Pens	207697		28.23
100-1605-7650	ALEX ROMO AUTO & TRUCK REPAIR	Veh 31 PM Service	207642		67.53
100-1605-7650	AUTOZONE	Van 100 Wipers	207645		9.86
100-1605-7728	CPRS DISTRICT 13	(4) Rec Leader Training	207658	201709- Duarte's Promise - America's Pro	60.00
100-1605-7733	CINDY HAYWARD	Volunteer Dinner Entertainment 6/16/17	207675		125.00
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	207632		16.29
100-1605-7733	WALMART COMMUNITY/RFCSLLC	SC Mother's Day Luncheon Supplies	207638		46.02
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	207632		96.30
100-1605-7733	DUARTE RECREATION PETTY CASH	SC Supplies	207610		19.60
100-1605-7733	DUARTE RECREATION PETTY CASH	SC Volunteer Dinner Supplies	207610		48.72
100-1605-7733	SMART & FINAL	SC Kitchen Supplies	207632		17.68
100-1605-7733	WALMART COMMUNITY/RFCSLLC	SC Supplies	207638		9.72
100-1605-7733	STAPLES ADVANTAGE	Senior Ctr Supplies	207634		73.71
100-1605-7733	DAVID KNIGHT	SC Father's Day Entertainment	207615		100.00
100-1605-7733	GABRIEL ABELSON	SC Volunteer Dinner Entertainment	207641		400.00
100-1605-7733	DR BRICE HARRIS JR	SC Great Decisions Lecture	207674		50.00
100-1605-7733	DUARTE PETTY CASH/BINGO PRIZE	SC Bingo Prize Money	207608		100.00
100-1605-7733	THEODORE SIEGEL	SC 'Strangers on a Train' Presentation	207592		150.00
100-1605-7733	AARDVARK CLAY & SUPPLIES INC	Wheel CXC 110V (Brent)	207640		3,132.00
100-1605-7733	AARDVARK CLAY & SUPPLIES INC	Bat Plasti 14" w/Bat Pin Holes	207640		71.67
100-1605-7733	AARDVARK CLAY & SUPPLIES INC	Stool Potters	207640		154.42
100-1605-7733	AARDVARK CLAY & SUPPLIES INC	Pottery Tool Kit	207640		38.28
100-1605-7735	DUARTE RECREATION PETTY CASH	TC Gift Cards	207610		54.95
100-1605-7735	SMART & FINAL	TC BBQ Summer Event	207632		108.55
100-1605-7735	FSP DESIGNS	TC Dance Sashes	207572		81.33
100-1605-7735	FSP DESIGNS	TC/MYC Sashes	207572		223.64
100-1605-7735	MARILYN MAYS	TC Art Workshop Supplies	207586	201716 Teen Ctr-CalGrip 2017-2018 (3 of	18.97
100-1605-7736	KNOTT'S BERRY FARM	Nature Camp Trip 6/27/17	207681		704.00
100-1605-7736	UNDERWOOD FAMILY FARMS	Nature Camp Trip 6/13/17	207636		240.00
100-1605-7736	AGI ACADEMY	Instructor Fee-Critical Reading	207562		165.90
100-1605-7736	ALEJANDRO FUENTES	Instructor Fee-Circus Gymnastics	207573		409.50
100-1605-7736	DISCOVERY CUBE OC	Balance-Nature Camp Trip	207605		96.00
100-1605-7736	ID EDGE	Nature Camp Supplies	207679		79.20
100-1605-7739	WEBER'S PRINTING	Aquatic Flyers	207705		140.02
100-1605-7739	WEBER'S PRINTING	SC Newsletter 6/2017	207705		216.20
100-1605-7740	CALIFORNIA SCIENCE CENTER	Adventure Club Reservation Fee	207601		25.00
100-1605-7744	FSP DESIGNS	TC Teen Nutrition Sashes	207572		121.99
100-1605-7745	RANCHO DUARTE GOLF COURSE	TC Boxing Club Golf Tournament	207625		1,280.00
100-1605-7750	INLAND EMPIRE TOURS & TRANSP	Excursion-Spend the Day in Pasadena Transportation	207578		867.50
100-1605-7753	DUARTE YOUTH ATHLETIC CLUB	Youth Sports Grant FY17	207665		10,000.00
100-1605-7980	WALMART COMMUNITY/RFCSLLC	Summer Playground Supplies	207638		25.42
100-1605-7980	ORIGINAL WATERMAN	Lifeguard Suits	207587		213.37
100-1605-7980	SOUTHERN CALIFORNIA MUNICIPA	Basketball Team Registration	207633		51.00
100-1605-7980	JOSE R SALAZAR	Staff Training Dinner	207630		720.00
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	207574		512.00
100-1610-7618	SMART & FINAL	SC Coffee Supplies	207632		301.75
100-1610-7618	SOUTHEAST CONSTRUCTION PROD	Park Playground Sand	207594		25.61
100-1610-7618	DUARTE PETTY CASH	Kitchen Corkboard	207607		21.74

Council Warrant Register by Account

Payment Dates: 05/24/2017 - 06/13/2017

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1610-7618	WAXIE SANITARY SUPPLY	Credit-Item Damaged (Ref # C3158)	207597		-228.15
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	207597		684.44
100-1610-7652	UNITED SITE SERVICES	Portable Toilet Rent 4/25/17 - 5/22/17	207596		90.28
100-1610-7652	MAXWELL INDUSTRIES INC	Duarte Sports Park Lighting	207683		4,233.00
100-1610-7652	MAXWELL INDUSTRIES INC	Tennis Court Lights Repair	207683		888.94
100-1610-7652	DEWEY PEST CONTROL INC	Pest Control Services 5/2017	207567		240.00
100-1610-7652	POST ALARM SYSTEMS	S Yard Alarm Battery	207623		224.19
100-1610-7652	POST ALARM SYSTEMS	South Yard Camera Security System	207623		6,905.91
100-1610-7830	THE TECHNOLOGY DEPOT INC	Phone Support 6/2017	207595		422.00
100-1610-7830	THE TECHNOLOGY DEPOT INC	Add'l Phone-SC Front Counter	207701		379.63
100-1805-7610	KRISTEN PETERSEN	CCCA Conference Expense Reimb	207589		667.77
100-1805-7610	SAN GABRIEL VALLEY CITY MANAG	Kristen Petersen 2017 Annual Spring Workshop	207692		60.00
100-1805-7610	DUARTE PETTY CASH	Canon Security Seminar/Training/Demo Lunch	207607		26.33
100-1805-7614	DUARTE PETTY CASH	Admin Srvc Meeting Supplies	207607		8.70
100-1805-7614	OFFICE SOLUTIONS INC	Printer Toner-Admin Srvc	207686		159.86
100-1805-7614	OFFICE SOLUTIONS INC	Adm Srvc-Printer Toner	207686		159.86
100-1805-7614	OFFICE SOLUTIONS INC	Office Supplies	207686		32.27
100-1805-7614	OFFICE SOLUTIONS INC	Credit (Used Toner) Inv I-01159121	207686		-159.86
100-1805-7764	STATE OF CALIFORNIA ENERGY RES	CEC Payment # 10 of 27	207698	201023-Annual Prin Pmts-EECBG	7,739.27
100-1805-7765	STATE OF CALIFORNIA ENERGY RES	CEC Payment # 10 of 27	207698	201023-Annual Int Pmt-EECBG	2,369.94
100-1810-7614	OFFICE SOLUTIONS INC	Office Supplies	207686		13.24
100-1810-7660	CMC LIVESCAN & NOTARY SERVICE	Livescan Services 5/2017	207654		140.00
100-1810-7980	SMART & FINAL	Safety Training Food	207632		38.85
100-1810-7980	NAVIA BENEFIT SOLUTIONS	FSA Processing Fee 5/2017	207685		75.00
100-1810-7980	LOS ANGELES UNIFIED SCHOOL DIS	Bilingual Testing Services	207618		1,350.00
100-1810-7980	DUARTE PETTY CASH	Safety Jeopardy Training Food	207607		15.98
100-1810-7980	DUARTE PETTY CASH	Safety Jeopardy Prizes	207607		13.05
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 6/2017	207595		578.00
100-1815-7965	MAXTREME INC	IT Helpdesk 5/2017	40		8,700.00
100-1815-7980	MAXTREME INC	Crash Plan Recovery 5/2017	40		200.00
100-1825-7613	STAPLES ADVANTAGE	PS Copier Paper	207634		117.18
100-1825-7613	OFFICE SOLUTIONS INC	Copier Paper	207686		310.62
100-1825-7614	HOLIDAY SIGNS LLC	Holiday Signs	207677		92.15
100-1825-7614	DUARTE PETTY CASH	Superglue (Copier Repair)	207607		2.14
100-1825-7630	RICOH USA INC	Copier Leases-PS 5/19/17 - 6/18/17	207626		774.32
100-1825-7630	RICOH USA INC	Copier Leases-CH/SC/TC 6/19/17 - 7/18/17	207626		1,633.31
100-1825-7631	RICOH USA INC	Copier Maint-CH/SC/TC 5/19/17 - 6/18/17	207590		1,501.03
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	207680		435.21
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	207652		217.60
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	207650		435.21
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	207676		435.21
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	207667		565.78
100-1825-7674	GINNY JOYCE BELBA	Health Insurance Reimbursement	207649		217.60
100-1825-7674	DOROTHY MONTGOMERY	Health Insurance Reimbursement	207684		217.60
100-1825-7747	SARAH QUEZADA	Recycling Worker	207624	210026 - Bev Cont Recycling - Bev Recycl	50.00
100-1825-7747	SONNY R ROMERO	Recycling Worker	207628	210026 - Bev Cont Recycling - Bev Recycl	60.00
100-1825-7747	MARIA HUERTA	Recycling Worker	207614	210026 - Bev Cont Recycling - Bev Recycl	30.00
100-1825-7747	LUCY BEACH	Recycling Worker	207600	210026 - Bev Cont Recycling - Bev Recycl	50.00
100-1825-7747	CASSANDRA GONZALEZ	Recycling Worker	207613	210026 - Bev Cont Recycling - Bev Recycl	50.00
100-1825-7747	SARAH QUEZADA	Recycling Worker	207624	210026 - Bev Cont Recycling - Bev Recycl	70.00
100-1825-7747	KALINA JENKINS GITTENS	Recycling Worker	207611	210026 - Bev Cont Recycling - Bev Recycl	50.00
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 5/2017	207651	990002 - Oper of Acq Prop - Duarte Traile	41.67
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 5/2017	207651	250016-Oper of Acq Prop-1229 Pops Roa	41.67
100-1825-7980	SHRED-IT USA LLC	Document Shredding	207695		45.95
100-2026	MICHAEL LARA	Equipment Deposit Refund	207581		25.00
100-2026	LISA ISLAS	Equipment Deposit Refund	207579		25.00
100-2120	LOS ANGELES COUNTY SHERIFF'S D	626 Golden Streets Event 3/5/17	207682	201631-Refund Deposit-Golden Streets 6	2,000.00
100-2120	SABINA LOOS	Gazebo Rent Deposit Refund	207582		50.00
100-2120	ELLIS CONTRACTING INC	Construction Deposit Refund-1322 Hunt Dr	207666		5,000.00
100-2120	ELLIS CONTRACTING INC	Demo Deposit Refund-1322 Hunt Dr	207666		5,000.00

Council Warrant Register by Account

Payment Dates: 05/24/2017 - 06/13/2017

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-2120	DSRM CABLE CONSTRUCTION INC	ROW Pmt #6-0003 Cash Bond Refund	207606		1,500.00
100-2120	WESELY-THOMAS ENTERPRISES INC	Construction Diversion Deposit (Pmt #2016-193)	207598		1,000.00
100-2120	HENRY JOHNSON	Field Deposit Rent Refund	207580		100.00
100-2120	CROWN CASTLE USA INC	ROW Pmt #8-0040/8-0039 Cash Bond Refund	207603		2,000.00
100-2120	SAN GABRIEL VALLEY SEALS	Sports Field Rent Deposit Refund	207591		350.00
100-2120	HIGHLAND POOLS	Pool Deposit Refund-3446 Conata	207577		500.00
100-2120	RONALD DELMAZZO	Cash Bond Refund-411 Fieldview Ave	207566		500.00
100-2120	ELEANOR PERSELL	ROP Bldg Rent Deposit Refund	207621		150.00
100-2120	GABRIEL FAJARDO	CC Rent Deposit Refund	207570		500.00
100-2120	HAROLD YOUNG	CC Rent Deposit Refund	207599		300.00
100-2120	CORNELIO RUIZ	CC Rent Deposit Refund	207629		500.00
100-2121	BECKMAN RESEARCH INSTITUTE OF	Duplicate Payment (SCALE Funds)	207646	201527-COH-Pass Thru Dep/Nutri Prog-Ea	4,950.00
100-4202	RONALD DELMAZZO	Sidewalk Permit Refund (Pmt #5941)	207566		256.00
100-4408	DUARTE UNIFIED SCHOOL DISTRICT	Nextel Lease 6/2017	207664	250004 - Property Rent - Nextel Rent (Oti	1,520.98
100-4808	CAROLINA OSEGUERA	Swim Lesson Refund (Noah Oseguera)	207588		35.00
100-4808	MARISELA PINEDA-ALFARO	Swim Lessons Refund (Elizabeth Alfaro)	207622		175.00
100-4808	ROSA LEON	Swim Lesson Refund (Alexander Reyes)	207616		42.30
100-4808	ROSA LEON	Swim Lesson Refund (Samantha Reyes)	207616		42.30
100-5004	WESELY-THOMAS ENTERPRISES INC	Administrative Fee (Construction Deposit Refund)	207598		-125.00
Fund 100 - GENERAL FUND Total:					537,455.91

Council Warrant Register by Account

Payment Dates: 05/24/2017 - 06/13/2017

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 220 - GAS TAX FUN					
220-2210-7811	WS PAVE INC	Street Maintenance AC-Rancho/Royal View	207707		2,720.00
220-2210-7813	TRAFFIC MANAGEMENT INC	Bloomdale Parking Signs	207703		168.99
Fund 220 - GAS TAX FUN Total:					2,888.99

Council Warrant Register by Account

Payment Dates: 05/24/2017 - 06/13/2017

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2405-7888	RAYVERN LIGHTING SUPPLY INC	Citywide Street Light Repairs	207688		1,504.01
240-2405-7890	COUNTY OF LOS ANGELES DEPART	Traffic Signal Repairs	207565		556.42
240-2405-7890	COUNTY OF LOS ANGELES DEPART	Traffic Signal Repairs 3/2017	207565		5,553.59
240-2405-7890	COUNTY OF LOS ANGELES DEPART	Traffic Signal Maintenance 4/2017	207656		3,817.11
240-2410-7662	BEE REMOVERS	Bee Removal-2019 Broach	207647		135.00
240-2410-7906	WEST COAST ARBORISTS INC	Citywide Tree Trimming	207706		8,196.50
240-2410-7915	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 5/2017	207651		7,500.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 5/2017	207651		4,630.00
240-2420-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 5/2017	207651		345.16
240-2421-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 5/2017	207651		1,300.00
240-2422-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 5/2017	207651		480.58
240-2423-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 5/2017	207651		900.00
240-2424-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 5/2017	207651		550.00
240-2425-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 5/2017	207651		400.00
240-2426-7810	A1 MAINTENANCE SERVICES CA	Mikes Ctr Sweeping 5/2017	207639		747.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 5/2017	207651		180.00
240-2427-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 5/2017	207651		630.33
240-2431-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 5/2017	207651		800.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 5/2017	207651		835.00
240-2433-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 5/2017	207651		530.00
240-2434-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 5/2017	207651		355.00
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					39,945.70

Council Warrant Register by Account

Payment Dates: 05/24/2017 - 06/13/2017

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
290-2905-7781	LOS ANGELES COUNTY SHERIFF'S D	Sheriff's Contract 3/2017	207617		9,500.00
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					9,500.00

Council Warrant Register by Account

Payment Dates: 05/24/2017 - 06/13/2017

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7613	THE SAUCE CREATIVE SERVICES CO	Transit Bus Signs	207694		214.23
440-4405-7614	STAPLES ADVANTAGE	Chair-Transit Office	207634		65.20
440-4405-7614	DUARTE PETTY CASH	Transit Coffee Maker	207607		18.17
440-4405-7619	AUTOZONE	Bus Coolant	207645		60.74
440-4405-7650	AUTOZONE	South Yard Shop Towels	207645		21.20
440-4405-7650	AUTOZONE	South Yard Vehicle Supplies	207645		21.18
440-4405-7650	GRAINGER	Vehicle Cleaning Supplies	207673		269.09
440-4405-7887	DUARTE PETTY CASH	Bus 103 Coolant	207607		19.34
440-4405-7887	TK SERVICES INC	Bus Parts-Alternator Belt	207702		207.36
440-4425-7965	RKA CONSULTING GROUP	2016/17 ATP Engineering Svcs 4/2017	207689	201604-Prof Svcs 440 (ATP)-ATP Design G	2,672.50
440-4425-7965	HUNT DESIGN ASSOCIATES INC	2919 ATP Gold Line Citywide Wayfinding 4/2017	207678	201604-Prof Svcs 440 (ATP)-ATP Design G	87.02
Fund 440 - PROPOSITION A TRANSIT FUND Total:					3,656.03

Grand Total: 593,446.63

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	537,455.91
220 - GAS TAX FUN	2,888.99
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	39,945.70
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	9,500.00
440 - PROPOSITION A TRANSIT FUND	3,656.03
Grand Total:	593,446.63

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7642	Travel & Exp - Finlay	489.40
100-1010-7614	Office Supplies	29.98
100-1010-7651	Election Services	2,043.94
100-1010-7670	Legal Notices	5,806.68
100-1010-7980	Other Expenses	62.19
100-1015-7680	City Attorney	15,939.95
100-1015-7682	Labor Counsel	5,090.03
100-1015-7686	Other Legal Services	31,603.40
100-1020-7710	Chamber Of Commerce	1,600.00
100-1020-7711	Employee Recognition C	128.88
100-1020-7715	Green Home Awards FY	643.15
100-1020-7716	Special Community Even	19,069.73
100-1020-7719	Volunteer Recognition	1,755.30
100-1020-7722	City Web Site	250.00
100-1020-7724	Post Office Parking	115.00
100-1020-7980	Other Expenses	240.00
100-1205-7610	Travel, Mtgs & Conf	60.00
100-1205-7614	Office Supplies	642.41
100-1205-7650	Vehicle Maintenance	474.01
100-1205-7655	Emergency Services	1,088.77
100-1205-7761	Parking Ticket Collect	6,548.31
100-1205-7779	Youth Programs	3,776.32
100-1205-7780	Animal Control	1,954.52
100-1205-7781	Contract Law Enforceme	300,252.03
100-1205-7787	Public Safety Cntr Lease	9,013.97
100-1205-7887	Repairs & Replacements	68.92
100-1205-7980	Other Expenses	23,578.90
100-1211	Computer Loan Program	1,668.85
100-1405-7610	Travel, Mtgs & Conf	60.00
100-1405-7614	Office Supplies	390.35
100-1405-7650	Vehicle Maintenance	35.55
100-1405-7801	Industrial Waste Inspecti	1,194.12
100-1405-7965	Professional Services	700.00
100-1405-7969	City Engineer	172.50
100-1410-7621	Other Supplies	17.33
100-1410-7650	Vehicle Maintenance	1,251.35
100-1410-7656	Emergency Generator	1,259.21
100-1410-7810	Street Sweeping	116.00
100-1415-7916	Landscape-Sport Park	2,130.00
100-1500	Advances	3,808.60
100-1605-7002	Regular Salaries	76.92
100-1605-7610	Travel, Mtgs & Conf	60.00
100-1605-7612	Publications and Dues	195.75
100-1605-7614	Office Supplies	633.82
100-1605-7650	Vehicle Maintenance	77.39
100-1605-7728	Americorp's VIP Progra	60.00
100-1605-7733	Senior Center	4,649.41
100-1605-7735	Teen Center	487.44

Account Summary

Account Number	Account Name	Payment Amount
100-1605-7736	Recreation Classes	1,694.60
100-1605-7739	Publicity	356.22
100-1605-7740	Youth Excursions	25.00
100-1605-7744	Nutrition Program Costs	121.99
100-1605-7745	Boxing Program	1,280.00
100-1605-7750	Bus Rentals	867.50
100-1605-7753	Youth Programs (CDBG)	10,000.00
100-1605-7980	Other Expenses	1,009.79
100-1610-7617	Pool Chemicals	512.00
100-1610-7618	Building Supplies	805.39
100-1610-7652	Building Maint Services	12,582.32
100-1610-7830	Telephones	801.63
100-1805-7610	Travel, Mtgs & Conf	754.10
100-1805-7614	Office Supplies	200.83
100-1805-7764	CA CEC Annual Principal	7,739.27
100-1805-7765	CA CEC Annual Interest	2,369.94
100-1810-7614	Office Supplies	13.24
100-1810-7660	Other Services	140.00
100-1810-7980	Other Expenses	1,492.88
100-1815-7821	Personal Computer Supp	578.00
100-1815-7965	Professional Services	8,700.00
100-1815-7980	Other Expenses	200.00
100-1825-7613	Duplications And Photos	427.80
100-1825-7614	Office Supplies	94.29
100-1825-7630	Equipment Lease	2,407.63
100-1825-7631	Equipment Maintenance	1,501.03
100-1825-7674	Retiree Health Insurance	2,524.21
100-1825-7747	Beverage Cont Recycling	360.00
100-1825-7945	Operation Of Acq Prop	83.34
100-1825-7980	Other Expenses	45.95
100-2026	EE Equipment Deposit	50.00
100-2120	Refundable Deposits	19,450.00
100-2121	Pass Through Deposits	4,950.00
100-4202	Engineering Permits	256.00
100-4408	Property Rental	1,520.98
100-4808	Swim Lesson Fees	294.60
100-5004	Other Revenue	-125.00
220-2210-7811	Street Maintenance	2,720.00
220-2210-7813	Regulatory Signs	168.99
240-2405-7888	Repairs-Citywide	1,504.01
240-2405-7890	Repairs-Traffic Signal	9,927.12
240-2410-7662	Other Serv-Citywide	135.00
240-2410-7906	Tree Trim-Citywide	8,196.50
240-2410-7915	Landscape-Citywide	7,500.00
240-2410-7917	Landscape-Medians	4,630.00
240-2420-7914	Landscape Maintenance	345.16
240-2421-7914	Landscape Maintenance	1,300.00
240-2422-7914	Landscape Maintenance	480.58
240-2423-7914	Landscape Maintenance	900.00
240-2424-7914	Landscape Maintenance	550.00
240-2425-7914	Landscape Maintenance	400.00
240-2426-7810	Street Sweeping	747.00
240-2426-7914	Landscape Maintenance	180.00
240-2427-7914	Landscape Maintenance	630.33
240-2431-7914	Landscape Maintenance	800.00
240-2432-7914	Landscape Maintenance	835.00
240-2433-7914	Landscape Maintenance	530.00
240-2434-7914	Landscape Maintenance	355.00

Account Summary

Account Number	Account Name	Payment Amount
290-2905-7781	Contract Law Enforceme	9,500.00
440-4405-7613	Duplications And Photos	214.23
440-4405-7614	Office Supplies	83.37
440-4405-7619	Fuel And Oil	60.74
440-4405-7650	Vehicle Maintenance	311.47
440-4405-7887	Repairs & Replacements	226.70
440-4425-7965	Professional Services (AT	2,759.52
	Grand Total:	593,446.63

Project Account Summary

Project Account Key	Payment Amount
None	510,305.97
201023-Annual Int Pmt-EECBG	2,369.94
201023-Annual Prin Pmts-EECBG	7,739.27
201331-PS Youth Programs	1,600.00
201527-COH-Pass Thru Dep/Nutri Prog-Eat,Move,Llve	4,950.00
201604-Prof Svcs 440 (ATP)-ATP Design Goldline	2,759.52
201631-Refund Deposit-Golden Streets 626	2,000.00
201631-Spec Events-Golden Streets 626	18,999.42
201632-Fish Fire-Engineering Svcs	172.50
201709- Duarte's Promise - America's Promise Exp	60.00
201716 Teen Ctr-CalGrip 2017-2018 (3 of 3 MOU)	18.97
201716-Other Expense-CalGrip 2017-2018 (3 of 3 MOU)	23,157.00
201716-Sheriff's-CalGrip 2017-2018 (3 of 3 MOU)	15,291.83
201716-Youth Prgms-CalGrip 2017-2018 (3 of 3 MOU)	1,357.89
201723-Prof Svcs-1303 Hunt Site Clearance	700.00
210026 - Bev Cont Recycling - Bev Recycling Prog	360.00
250004 - Property Rent - Nextel Rent (Otis Gordon)	1,520.98
250016-Oper of Acq Prop-1229 Pops Road	41.67
990002 - Oper of Acq Prop - Duarte Trailer Park	41.67
Grand Total:	593,446.63



City of Duarte

Council Warrant Register Over \$5000

By Payment Number

Payment Dates 05/24/2017 - 06/13/2017

Payment Number	Payment Date	Vendor #	Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
207565	6/1/2017	2028	COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS				6,110.01
		REPW-17041008753	Traffic Signal Repairs		240-2405-7890		556.42
		REPW-17041008968	Traffic Signal Repairs 3/2017		240-2405-7890		5,553.59
207617	6/8/2017	0056	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT				309,657.46
		173496NH	Sheriff's Contract 3/2017		100-1205-7781		284,865.63
		173496NH	Sheriff's Contract 3/2017		100-1205-7781	201716-Sheriff's-CalGrip 2017-2018 (3 of 3 MOU)	15,291.83
		173496NH	Sheriff's Contract 3/2017		290-2905-7781		9,500.00
207619	6/8/2017	2461	MOUNTAIN VISTA PLAZA				9,013.97
	6/2017		Public Safety Lease & Actual/Estimate		100-1205-7787		9,013.97
207623	6/8/2017	2466	POST ALARM SYSTEMS				7,130.10
		971709	S Yard Alarm Battery		100-1610-7652		224.19
		MK 142-51117	South Yard Camera Security System		100-1610-7652		6,905.91
207631	6/8/2017	0220	SAN GABRIEL VALLEY NEWSPAPERS				5,806.68
		0000313920	Legal Advertising 4/2017		100-1010-7670		5,806.68
207651	6/13/2017	3889	BRIGHTVIEW LANDSCAPE SERVICES INC				21,764.41
		5314226	Landscape Maintenance 5/2017		100-1020-7724		115.00
		5314226	Landscape Maintenance 5/2017		100-1415-7916		2,130.00
		5314226	Landscape Maintenance 5/2017		100-1825-7945	250016-Oper of Acq Prop-1229 Pops Road	41.67
		5314226	Landscape Maintenance 5/2017		100-1825-7945	990002 - Oper of Acq Prop - Duarte Trailer Park	41.67
		5314226	Landscape Maintenance 5/2017		240-2410-7915		7,500.00
		5314226	Landscape Maintenance 5/2017		240-2410-7917		4,630.00
		5314226	Landscape Maintenance 5/2017		240-2420-7914		345.16
		5314226	Landscape Maintenance 5/2017		240-2421-7914		1,300.00
		5314226	Landscape Maintenance 5/2017		240-2422-7914		480.58
		5314226	Landscape Maintenance 5/2017		240-2423-7914		900.00
		5314226	Landscape Maintenance 5/2017		240-2424-7914		550.00
		5314226	Landscape Maintenance 5/2017		240-2425-7914		400.00
		5314226	Landscape Maintenance 5/2017		240-2426-7914		180.00
		5314226	Landscape Maintenance 5/2017		240-2427-7914		630.33
		5314226	Landscape Maintenance 5/2017		240-2431-7914		800.00
		5314226	Landscape Maintenance 5/2017		240-2432-7914		835.00
		5314226	Landscape Maintenance 5/2017		240-2433-7914		530.00
		5314226	Landscape Maintenance 5/2017		240-2434-7914		355.00
207653	6/13/2017	4838	BURKE, WILLIAMS & SORENSEN LLP				5,090.03
		213525	Labor Legal 4/2017		100-1015-7682		5,090.03
207656	6/13/2017	2028	COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS				5,011.23
		REPW-17050909605	Industrial Waste 4/2017		100-1405-7801		1,194.12
		REPW-17050909907	Traffic Signal Maintenance 4/2017		240-2405-7890		3,817.11
207665	6/13/2017	0407	DUARTE YOUTH ATHLETIC CLUB				10,000.00
		60717	Youth Sports Grant FY17		100-1605-7753		10,000.00
207666	6/13/2017	T3733	ELLIS CONTRACTING INC				10,000.00
		51964	Demo Deposit Refund-1322 Hunt Dr		100-2120		5,000.00
		51964	Construction Deposit Refund-1322 H		100-2120		5,000.00
207670	6/13/2017	5316	FLINTRIDGE CENTER				23,157.00
		36-033117	CalGrip CBO 2/11/17 - 3/19/17		100-1205-7980	201716-Other Expense-CalGrip 2017-2018 (3 of	8,047.00
		36-053117	CalGrip CBO 3/20/17 - 5/21/17		100-1205-7980	201716-Other Expense-CalGrip 2017-2018 (3 of	15,110.00

Council Warrant Register Over \$5000

Payment Dates: 05/24/2017 - 06/13/2017

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
207682	6/13/2017	0056	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT			20,999.42
	173939NH	626 Golden Streets Event 3/5/17		100-1020-7716	201631-Spec Events-Golden Streets 626	18,999.42
	173939NH	626 Golden Streets Event 3/5/17		100-2120	201631-Refund Deposit-Golden Streets 626	2,000.00
207683	6/13/2017	4091	MAXWELL INDUSTRIES INC			5,121.94
	17-0402	Duarte Sports Park Lighting		100-1610-7652		4,233.00
	17-0403	Tennis Court Lights Repair		100-1610-7652		888.94
207691	6/13/2017	0196	RUTAN & TUCKER LLP			46,103.84
	773939	General City Attorney (Retainer) 3/20		100-1015-7680		15,939.95
	774102	NPDES Environmental/Stormwater Li		100-1015-7686		30,163.89
207698	6/13/2017	5074	STATE OF CALIFORNIA ENERGY RESOURCES CONSERVATION			10,109.21
	9830	CEC Payment # 10 of 27		100-1805-7764	201023-Annual Prin Pmts-EECBG	7,739.27
	9830	CEC Payment # 10 of 27		100-1805-7765	201023-Annual Int Pmt-EECBG	2,369.94
207706	6/13/2017	1521	WEST COAST ARBORISTS INC			8,196.50
	125491	Citywide Tree Trimming		240-2410-7906		8,196.50
40	6/13/2017	4286	MAXTREME INC			8,900.00
	13276	IT Helpdesk 5/2017		100-1815-7965		8,700.00
	13276	Crash Plan Recovery 5/2017		100-1815-7980		200.00
Payment Total:						512,171.80

Report Summary**Fund Summary**

Fund	Payment Amount
100 - GENERAL FUND	465,112.11
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	37,559.69
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	9,500.00
Grand Total:	512,171.80

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7670	Legal Notices	5,806.68
100-1015-7680	City Attorney	15,939.95
100-1015-7682	Labor Counsel	5,090.03
100-1015-7686	Other Legal Services	30,163.89
100-1020-7716	Special Community Even	18,999.42
100-1020-7724	Post Office Parking	115.00
100-1205-7781	Contract Law Enforceme	300,157.46
100-1205-7787	Public Safety Cntr Lease	9,013.97
100-1205-7980	Other Expenses	23,157.00
100-1405-7801	Industrial Waste Inspecti	1,194.12
100-1415-7916	Landscape-Sport Park	2,130.00
100-1605-7753	Youth Programs (CDBG)	10,000.00
100-1610-7652	Building Maint Services	12,252.04
100-1805-7764	CA CEC Annual Principal	7,739.27
100-1805-7765	CA CEC Annual Interest	2,369.94
100-1815-7965	Professional Services	8,700.00
100-1815-7980	Other Expenses	200.00
100-1825-7945	Operation Of Acq Prop	83.34
100-2120	Refundable Deposits	12,000.00
240-2405-7890	Repairs-Traffic Signal	9,927.12
240-2410-7906	Tree Trim-Citywide	8,196.50
240-2410-7915	Landscape-Citywide	7,500.00
240-2410-7917	Landscape-Medians	4,630.00
240-2420-7914	Landscape Maintenance	345.16
240-2421-7914	Landscape Maintenance	1,300.00
240-2422-7914	Landscape Maintenance	480.58
240-2423-7914	Landscape Maintenance	900.00
240-2424-7914	Landscape Maintenance	550.00
240-2425-7914	Landscape Maintenance	400.00
240-2426-7914	Landscape Maintenance	180.00
240-2427-7914	Landscape Maintenance	630.33
240-2431-7914	Landscape Maintenance	800.00
240-2432-7914	Landscape Maintenance	835.00
240-2433-7914	Landscape Maintenance	530.00
240-2434-7914	Landscape Maintenance	355.00
290-2905-7781	Contract Law Enforceme	9,500.00
Grand Total:		512,171.80

Project Account Summary

Project Account Key	Payment Amount
None	442,531.00
201023-Annual Int Pmt-EECBG	2,369.94
201023-Annual Prin Pmts-EECBG	7,739.27
201631-Refund Deposit-Golden Streets 626	2,000.00
201631-Spec Events-Golden Streets 626	18,999.42
201716-Other Expense-CalGrip 2017-2018 (3 of 3 MOU	23,157.00
201716-Sheriff's-CalGrip 2017-2018 (3 of 3 MOU)	15,291.83
250016-Oper of Acq Prop-1229 Pops Road	41.67

Project Account Summary

Project Account Key

990002 - Oper of Acq Prop - Duarte Trailer Park

Grand Total:

Payment Amount

41.67

512,171.80

Agenda Memo City Manager's Office

To: Mayor and Members of the Duarte City Council

From: Karen A. Herrera, Deputy City Manager

Date: 6/7/17

Re: Approval of Amendment No. 6 to the Services Agreement Between the City of Duarte and Levon Yotnakhparian for City Council Meeting Cable Casting

Recommendation: City Staff is recommending that the City Council approve and authorize the City Manager to execute on behalf of the City Amendment No. 6 to the existing services agreement between Levon Yotnakhparian and the City of Duarte for City Council meeting cable casting services. (Exhibit A)

Discussion: Since January of 2001, the City of Duarte has been in a service agreement with the Levon Yotnakhparian for City Council meeting Cable Casting services. At the November 11, 2014 City Council meeting, Council voted to maintain both a cable presence and offer a live streaming/on demand option for City Council meeting viewing via the City's website, www.accessduarte.com. With the adoption of this scenario, the City needed to maintain a professional services agreement for filming of City Council meetings to maintain a cable presence for which an amendment is presented tonight for Fiscal Years 2016-18. The proposed amendment reflects a per meeting fee of \$550.

Fiscal Impact: The approximate cost for a 12-month services agreement for Council meeting cablecasting in 2017-18 is \$12,650 reflecting 23 City Council meetings per year @ \$550 each. The cost for FY 2016-2017 has already been budgeted and expended.

ATTACHMENTS:

Amendment No. 6 – Exhibit A

**AMENDMENT NO. 6 TO AGREEMENT
BY AND BETWEEN
THE CITY OF DUARTE AND LEVON YOTNAKHPARIAN**

THIS AMENDMENT NO. 6 TO AGREEMENT ("**Amendment No. 6**") by and between the CITY OF DUARTE, a municipal corporation ("**City**"), and LEVON YOTNAKHPARIAN, an individual ("**Contractor**"), is made and entered into as of July 1, 2016 ("**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. 6 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, 2018. 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. 6 shall be July 1, 2016.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Amendment No. 6 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:

David Cosgrove, City Attorney

Agenda Memo City Manager's Office

To: Mayor and Members of the Duarte City Council
From: Karen A. Herrera, Deputy City Manager
Date: 6/8/17
Re: Approval of Annual Duarte Chamber of Commerce Services

Recommendation: City Staff is recommending that the City Council approve and authorize the City Manager to execute on behalf of the City the 2017-18 *Services Agreement in the amount of \$45,100* with the Duarte Chamber of Commerce.

Background: For over four decades, the City of Duarte has entered into service 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 agreement. The last service agreement executed between the two entities was for the period of July 1, 2016 to June 30, 2017 in the amount of \$45,100.

Services Agreement Discussion: For the upcoming year, Chamber and City staff agree to the amount of \$45,100. 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 Development Board (FWDB) 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

Fiscal Impact: The Services Agreement is in the amount of \$45,100. The appropriation of funds to Account #1020-7710 for \$45,100 was adopted as part of the FY 2017-18 budget workshop process. Annual compensation will be paid in two installments; one prior to July 30th and the other prior to January 30th 2018.

ATTACHMENTS: Attachment A - Chamber Services Agreement 2017-18

**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, 2017 ("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, 2017 through June 30, 2018 ("Agreement Term"). The City shall pay the Chamber the sum of \$45,100 ("Compensation") for the Agreement Term for the services set forth herein. The Compensation shall be paid in two installments; the first by July 30, 2017 and the second by January 30, 2018.

The Chamber shall place the Compensation set forth in Section 1 in 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 aforescribed 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 except the personal auto policies and Worker's Compensation policies shall be endorsed to name City and its officers, officials, employees, agents, and representatives as additional insured'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

Margaret Finlay, Mayor

ATTEST:

Marla Akana, City Clerk

APPROVED AS. TO FORM:
Rutan & Tucker, LLP

David Cosgrove, City Attorney

DUARTE CHAMBER OF COMMERCE

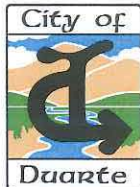
James Kirchner, President/CEO

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 their 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 Development 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 Development 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.



MEMORANDUM

To: City Council

From: Teresa Renteria, Assistant Civil Engineer

CC: Craig Hensley, Community Development Director
Marla Akana, City Clerk

Date: June 7, 2017

Subject: City Council Acceptance - Bradbourne Avenue Improvement Project (Huntington Drive to Royal Oaks Drive)

RECOMMENDED ACTION

Staff recommends that the City Council accept the Bradbourne Avenue Improvement Project (Huntington Drive to Royal Oaks Drive) and authorize the City Clerk to initiate the Notice of Completion.

BACKGROUND

On December 8, 2015 the City Council approved Community Development Block Grant (CDBG) funding for street improvements on Bradbourne Ave between Huntington Drive and Royal Oaks Drive for FY2016-17. Bradbourne Avenue lies within a CDBG-eligible low and moderate-income census tract areas and serves at least 51% low and moderate low-income persons, therefore considered as an eligible CDBG project.

On December 13, 2016 the City Council awarded the public works contract to All American Asphalt. The scope of work consisted of cold milling of the existing pavement, new asphalt overlay, installation of new sidewalk on the west curb line, installation of Americans with Disability Act (ADA) compliant curb ramp, removal of two obsolete driveway approaches, installation of permeable gutters to improve drainage and the installation of Automatic Retractable Screen (ARS) units to existing catch basins to reduce the trash entering the storm drain system. (See images on Attachment A)

CONCLUSION

All American Asphalt has satisfactorily completed the above project. The cost for this project is \$141,944.60. The funding source for this project consists of Community Development Block Grant (CDBG) funds from the City of Duarte and Gas Tax allocation from the State of California.

ATTACHMENT A



New Sidewalk



New ADA Ramp



New Asphalt Overlay
on Bradbourne



New Automatic Retractable
Screen - ARS

MEMORANDUM

TO: Mayor and Councilmembers

FROM: Darrell J. George, City Manager

DATE: June 8, 2017

SUBJECT: Conference Attendance – City Council Meeting of June 13, 2017

Foothill Unity Center
2017 Golden Plate Awards
Thursday, September 28, 2017
Los Angeles County Arboretum Ayres Hall, Arcadia
Cost: \$50 per person

Duarte Chamber of Commerce
96th Installation, Awards, and Annual Meeting Dinner
Friday, June 23, 2017
Duarte Senior Center
\$66 per person



SAVE THE DATE

2017 Golden Plate Awards

Thursday, September 28, 2017

Los Angeles County Arboretum Ayres Hall

2017 Golden Plate Awards

Thursday, September 28, 2017

11:30 a.m. to 12:30 social/registration

12:30 p.m. to 1:30 p.m. program

\$50 per person (*tables available*)

Los Angeles County Arboretum Ayres Hall
301 N. Baldwin Ave. Arcadia

HEART IN HAND HUMANITARIAN AWARD

Ms. Lois Gaston

NEIGHBORS HELPING NEIGHBORS AWARDS

BUSINESS AWARD

Minuteman Transport Inc.

COMMUNITY VOLUNTEER AWARD

Volunteer Center of San Gabriel Valley

YOUTH AWARD

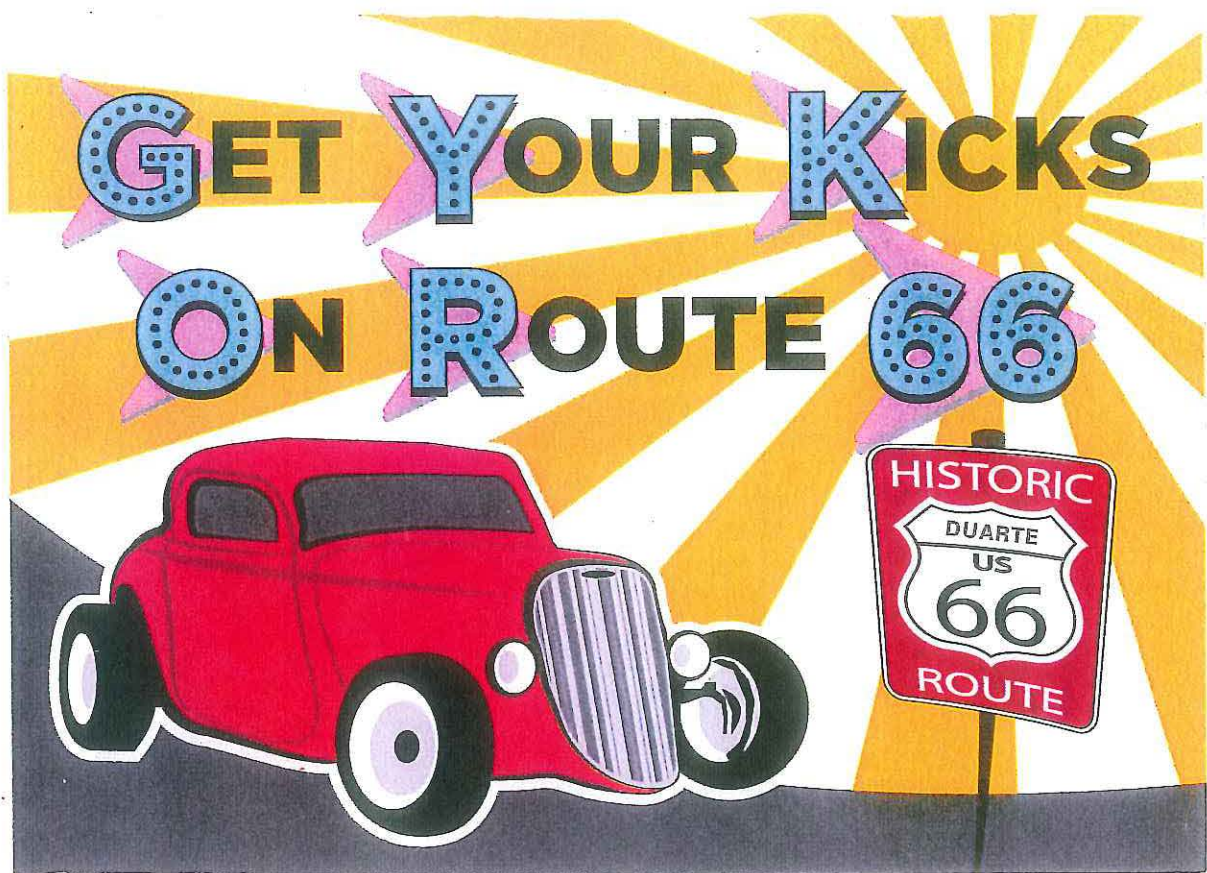
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CITY OF DUARTE
1600 E. HUNTINGTON DRIVE
DUARTE, CA 91010

PROOF OF PUBLICATION (2015.5 C.C.P.)

STATE OF CALIFORNIA County of Los Angeles

I am a citizen of the United States, and a resident of the county aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of DUARTEAN and DUARTEAN DISPATCH, a newspaper of general circulation printed and published weekly in the City of Duarte, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, on the date of July 6, 1948, Case Number POMO C986. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

05/27/2017

I declare under the penalty of perjury that the foregoing is true and correct.

Executed at West Covina, LA Co. California
On this 30th day of May, 2017.



Signature

(Space below for use of County Clerk Only)

Legal No. 0010953717

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Duarte (the "City") will hold a Public Hearing at 7:00 p.m., or as soon thereafter as the hearing may be held, on Tuesday, June 13, 2017, in the City Hall Council Chambers, 1600 Huntington Drive, Duarte, California 91010, with respect to the issuance by the California Enterprise Development Authority (the "Authority") from time to time, pursuant to a plan of finance, of its revenue obligations (the "Obligations"). The proceeds of the Obligations in an amount not to exceed \$3,000,000 will be used loaned to SMG Arts Property, LLC, a California limited liability company (or any affiliate thereof or successor thereto) (the "Borrower"), the sole member of which is the California School of the Arts-San Gabriel Valley, a California nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "School"), for the purpose of (1) financing and refinancing the cost of the acquisition, construction, development, renovation, equipping and furnishing of educational facilities on approximately 8.9 acres of real property located at 1401 Highland Avenue, Duarte, California 91010, including, but not limited to, acquisition and installation of portable educational facilities and rehabilitation of existing educational facilities and related facilities comprising of approximately 90,000 square feet of classrooms, dance and art studios and administrative space (collectively, the "Facilities"); and (2) paying certain costs of issuance of the Obligations. The Facilities are owned by the Borrower and operated by the School, a public charter school, in connection with the School's mission of providing a creative, challenging, and nurturing educational environment and offering bright and talented students a rigorous college-preparatory academic program and pre-professional arts conservatory training.

The Obligations will not be deemed to constitute a debt or liability of the City, the State of California (the "State") or any political subdivision thereof, but will be payable solely from the funds provided therefor by the Borrower. The Authority will not be obligated to pay the principal of the Obligations, or the redemption premium, if any, or interest thereon, except from funds provided from loan repayments by the Borrower. Neither the faith and credit nor taxing power of the City, the State or any political subdivision thereof, will be pledged to the payment of the principal or redemption premium, if any, or interest on the Obligations. The issuance of the Obligations will not directly, indirectly or contingently obligate the City, the State or any political subdivision thereof to levy or to pledge any form of taxation or to make any appropriation for their payment. The City is conducting the public hearing as an accommodation to the School to facilitate the financing and refinancing of the cost of the acquisition, construction, development, renovation, equipping and furnishing of the Facilities. The City will not be the issuer of the Obligations and takes no responsibility for the financing and refinancing the cost of the acquisition, construction, development, renovation, equipping and furnishing of the Facilities.

Those wishing to comment on the proposed financing and refinancing, the nature and location of the Facilities may either appear in person at the public hearing or submit written comments, which must be received by the City prior to the hearing. Written comments should be sent to the City Clerk, City of Duarte, 1600 Huntington Drive, Duarte, California 91010.

Marla Akana
City Clerk

PUBLISH:
POSTED:
Library

Duarte, Saturday, May 27, 2017
Duarte City Hall, Duarte Public Safety Office, Duarte

5/22/17

AD#953717

MEMORANDUM

TO: Honorable Mayor and Members of the Duarte City Council
FROM: David Cosgrove, Rutan & Tucker, LLP, City Attorney, City of Duarte
DATE: May 30, 2017, for City Council Meeting of June 13, 2017
RE: Public Hearing for the issuance of obligations by the California Enterprise Development Authority in an aggregate principal amount not to exceed \$3,000,000 for the purpose of financing and refinancing facilities for the benefit of SMG Arts Property, LLC, or any affiliate thereof or successor thereto

Recommendation

The City Attorney's Office recommends the City Council: (1) Hold a public hearing for the issuance of tax-exempt obligations by the California Enterprise Development Authority (the "Authority") in an aggregate principal amount not to exceed three million dollars (\$3,000,000) for the purpose of financing and refinancing facilities located in Duarte, California for the benefit of SMG Arts Property, LLC; and (2) After the hearing, adopt the attached Resolution.

Discussion

SMG Arts Property, LLC, a California limited liability company (or any affiliate thereof or successor thereto) (the "Applicant"), the sole member of which is the California School of the Arts-San Gabriel Valley, a California nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "School") has requested that the Authority issue revenue obligations in the maximum principal amount of \$3,000,000 (the "Obligations") for the purpose of financing and refinancing the cost of acquisition, construction, development, renovation, furnishing and equipping facilities located at 140 Highland Avenue, Duarte, California 91010 (the "Facilities"). A portion of the proceeds of the Obligations will be used to pay costs of issuance in connection with the financing.

The School operates a public charter school providing a creative, challenging, and nurturing educational environment and offering bright and talented students a rigorous college-preparatory academic program and pre-professional arts conservatory training. The School plans to begin operations of a middle and high school in the City in August 2018. Once fully enrolled, the School will serve approximately 1,200 students in grades 7-12. The School will operate under a charter granted by the Duarte Unified School District (the "District"). The Facilities will be located on portion of the Northview Intermediate school campus pursuant to an agreement with the District.

The City of Duarte is an associate member of the Authority, a joint powers agency established by the California Association for Local Economic Development whose purpose is to issue tax-exempt and taxable conduit revenue bonds to fund commercial and industrial development projects within member jurisdictions.

The Joint Powers Act, comprising Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the Government Code of the State of California and Internal Revenue Code Section 145 provide for the issuance of tax-exempt "private activity" obligations by a conduit governmental issuer on behalf of a 501(c)(3) corporation to finance facilities used, owned and/or operated by such entity. For interest on such private activity obligations to be tax-exempt, Section 147(f) of the Internal Revenue Code requires, among other things, the obligations and the facilities financed thereby must be approved by both the governmental unit which will issue the obligations (in this case, the Authority) and the governmental unit in which the obligation-financed facilities are located (City of Duarte). Further, a public hearing, for which reasonable notice has been given, must be held. This hearing and process is referred to as TEFRA, after the Tax Equity and Fiscal Responsibility Act of 1982.

The assets to be financed with the proceeds of the Obligations are located within the jurisdiction of the City. Therefore, the City has been asked to conduct the public hearing, and to approve the Obligations as the host governmental unit. The City has effectuated proper notice of the hearing via publication at least 14 days in advance.

The Obligations will be payable solely from amounts received pursuant to the terms and provisions of one or more loan agreements to be executed by the Authority and the Foundation. The City will not be a party to any loan agreement or any other documents in connection with the issuance of the Obligations. The Obligations will not be secured by any form of taxation or by any obligation of either the City or the Authority. Neither will the Obligations represent or constitute a general obligation of either the City or the Authority.

As announced in the published notice, the TEFRA hearing is an opportunity for all interested persons to speak or to submit written comments concerning the proposal to issue the Obligations to finance the Facilities. There is no requirement that either the Foundation or the City Council respond to any specific comments made or submitted at the hearing.

Fiscal Impact

The City's approval of this financing bears with it no cost or other financial obligation, but serves as a public acknowledgement of the refinancing of the facilities by the host jurisdiction.

- Exhibits:
1. Notice of Public Hearing
 2. Resolution Approving Issuance

RESOLUTION NO.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE
APPROVING THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS BY
THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY IN AN
AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$3,000,000 FOR THE
PURPOSE OF FINANCING OR REFINANCING THE COST OF ACQUIRING,
CONSTRUCTING, DEVELOPING, RENOVATING, EQUIPPING AND
FURNISHING FACILITIES FOR THE BENEFIT OF SMG ARTS PROPERTY
AND OTHER MATTERS RELATING THERETO HEREIN SPECIFIED**

WHEREAS, SMG Arts Property, LLC, a California limited liability company (or any affiliate thereof or successor thereto) (the "Borrower"), the sole member of which is the California School of the Arts-San Gabriel Valley, a California nonprofit public benefit corporation (the "School"), has submitted, and the California Enterprise Development Authority (the "Authority"), a joint exercise of powers agency established pursuant to the laws of the State of California (the "State"), has accepted, an application requesting the Authority to issue, from time to time, pursuant to a plan of finance, its tax-exempt revenue bonds or other obligations in an aggregate principal amount not to exceed \$3,000,000 (the "Obligations") for the benefit of the Borrower pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State (commencing with Section 6500) (the "Act"); and

WHEREAS, the proceeds of the Obligations will be used for the purpose of financing and refinancing the cost of the acquisition, construction, development, renovation, equipping and furnishing of educational facilities located at 1401 Highland Avenue, Duarte, California 91010, including, but not limited to, the acquisition and installation of portable educational facilities and the rehabilitation of existing educational facilities and related facilities (collectively, the "Facilities"); and

WHEREAS, a portion of the proceeds of the Obligations will be used to pay certain costs of issuance of the Obligations; and

WHEREAS, the Facilities are owned by the City and operated by the School, a public charter school, in connection with the School's mission of providing a creative, challenging, and nurturing educational environment and offering bright and talented students a rigorous college-preparatory academic program and pre-professional arts conservatory training; and

WHEREAS, the issuance of the Obligations must be approved by the governmental unit on behalf of which the Obligations are issued and a governmental unit having jurisdiction over the territorial limits in which the Facilities are located pursuant to the public approval requirement of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Facilities are located within the territorial limits of the City of Duarte (the "City") and the City Council of the City (the "City Council") is the elected legislative body of the City; and

WHEREAS, the Authority and the Borrower have requested that the City Council approve the issuance of the Obligations by the Authority and the financing and refinancing the cost of the cost of the acquisition, construction, development, renovation, equipping and furnishing of the Facilities with the proceeds of the Obligations pursuant to Section 147(f) of the Code; and

WHEREAS, the Facilities provide significant benefits to the City's residents through the educational services provided by the School to the City's residents and the Facilities will also create and retain employment opportunities for the City's residents; and

WHEREAS, the Authority's issuance of the Obligations will result in a more economical and efficient issuance process because of the Authority's expertise in the issuance of conduit revenue obligations; and

WHEREAS, it is intended that this Resolution shall comply with the public approval requirements of Section 147(f) of the Code; *provided, however*, that this Resolution is neither intended to nor shall it constitute an approval by the City Council of the Facilities for any other purpose; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council of the City, following notice duly given, held a public hearing regarding the issuance of the Obligations and now desires to approve the issuance of the Obligations by the Authority.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the City Council of the City as follows:

Section 1. The City Council hereby finds and determines that all of the recitals are true and correct. The City Council finds that the Facilities will provide the significant benefits set forth in the recitals above. The City Council hereby approves the issuance of the Obligations by the Authority, which Obligations may be tax-exempt and/or taxable as approved by the Authority in its resolution, in an amount not to exceed \$3,000,000 to finance and reimburse the cost of the acquisition, construction, development, renovation, equipping and furnishing of the Facilities. This Resolution shall constitute "host" approval and "issuer" approval of the issuance of the Obligations within the meaning of Section 147(f) of the Code and shall constitute the approval of the issuance of the Obligations within the meaning of the Act; *provided, however*, that this Resolution shall not constitute an approval by the City Council of the Facilities for any other purpose. The City shall not bear any responsibility for the tax-exempt status of the Obligations, the repayment of the Obligations or any other matter related to the Obligations.

Section 2. All actions heretofore taken by the officers, employees and agents of the City with respect to the approval of the issuance of the Obligations are hereby approved, confirmed and ratified, and the officers and employees of the City and their authorized deputies and agents are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all certificates and documents which they or special counsel may deem necessary or advisable in order to consummate the issuance of the Obligations and otherwise to effectuate the purposes of this Resolution.

Section 3. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing and refinancing for the Facilities; (ii) approve any application or request for or take any other action in connection with any planning, approval, permit or other action necessary for the acquisition, construction, development, renovation, equipping and furnishing of the Facilities; or (iii) make any contribution or advance any funds whatsoever to the Authority.

Section 4. This Resolution shall take effect from and after its adoption.

PASSED, APPROVED, AND ADOPTED this 13th day of June, 2017.

Mayor Margaret Finlay

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 17-33 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 13th day of June, 2017, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California



MEMORANDUM

TO: Mayor and City Council
FROM: Craig Hensley, Community Development Director 
DATE: June 13, 2017
SUBJECT: Setting of a Public Hearing to Establish Property Assessments for the Citywide Landscape and Lighting Assessment District and Neighborhood Districts.

Each year, City Council holds a Public Hearing to establish property assessments for the Citywide Landscape and Lighting Assessment District and for the City's Neighborhood Districts. The attached Resolution 17-R-34 declares the City's intention to hold that public hearing on July 25, 2017. This is part of the annual process required to continue property assessments for the Citywide Landscape and Lighting Assessment District and Neighborhood Districts.

The Engineer's Report is attached and is available for review at City Hall at any time between now and the public hearing indicating the amounts of the proposed assessment, district boundaries, assessment zones, descriptions of improvements, and method of assessment.

In some neighborhood zones, the assessment is allowed to increase by CPI. This year the December 31, 2016 CPI was 2%. The assessments are proposed to increase by 2% as allowed for in the formation of the zones. The levy in Zones 4 and 15 will be assessed the entire 2% increase to provide adequate funds for the zone. Zone 18 (Ridgecrest Estates) will reduce from \$1,421.17 to \$700.00 because the reserve fund was more than adequate to cover debris clearance from the basins. This assessment is subject to the notice, protest, and hearing requirements of Section 53753 of the Government Code.

Staff recommends that the City Council adopt Resolution 17-R-34.

RESOLUTION NO. 17-R-34

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE,
CALIFORNIA, DECLARING ITS INTENTION TO LEVY
AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2017-2018 WITHIN
THE 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**

The City Council of the City of Duarte, pursuant to the provisions of the Landscape and Lighting Act of 1972, Division 15 of the Streets and Highways Code of the State of California, does resolve as follows:

DESCRIPTION OF WORK

SECTION 1. That the public interest and convenience requires and it is the intention of the City Council of the City of Duarte, California, to levy and collect assessments within the Citywide Landscape and Lighting Maintenance District for Fiscal Year 2017-2018 within which the following work is to be done:

1. Maintenance and servicing of street landscaping and street trees.
2. Maintenance and servicing of street lighting facilities.
3. Maintenance and servicing of traffic signals.
4. The cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti within street right-of-way.
5. Funding for the construction of the Senior Center.
6. Maintenance and servicing of Parks.
7. Any and all work and materials appurtenant thereto.

LOCATION OF WORK

SECTION 2. The foregoing described work is to be located within streets, easements and City-owned property within the City of Duarte particularly described on a map on file in the City Clerk's office entitled "Landscape and Lighting Maintenance District, Assessment Diagram," said district boundary being the same as the City boundary.

DESCRIPTION OF ASSESSMENT DISTRICT

SECTION 3. That the contemplated work, in the opinion of said City Council, is of benefit to and the said City Council hereby makes the expense of the said work chargeable upon a district, which said district is assessed to pay the costs and expenses thereof and which district is described as follows:

The City Council has determined that pursuant to Section 22595 of the Streets and Highways Code of the State of California that the public utility property is to be assessed.

All that certain property within the City of Duarte, exclusive of public streets.

REPORT OF THE ENGINEER

SECTION 4. The City Council of said City does hereby tentatively approve the report of the Engineer, which indicates the amount of the proposed assessments, the district boundary, assessment zones, detailed description of improvements, and the method of assessment. The report entitled "Engineer's Report, Landscape and Lighting Maintenance District" is on file in the Office of the City Clerk and reference to said report is hereby made for all particulars.

ASSESSMENTS

SECTION 5.

- (a) Pursuant to Section 5 of Article XIID of the California Constitution an assessment existing on November 5, 1996 imposed exclusively to finance capital costs of maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control is exempt from the procedures and approved process set forth in Section 5 of Article XIID of the California Constitution.
- (b) The proposed assessments relating to Zones 1 through 15 were existing on the effective date of Article XIID of the California Constitution and were previously imposed and are proposed for fiscal year 2015-2016 to be imposed exclusively to finance the capital costs of maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control.
- (c) The proposed assessments relating to Zones 16 through 18 were voted upon and approved by a majority of property owners in accordance with the requirements of Article XIID of the California Constitution.
- (d) The assessments are proposed to increase by 2% in Zones 4 & 7 as previously approved by the property owners and also by 2% in zones 14, 15, 16, 17 and 18 as allowed for in the formation of the zones. This assessment is subject to the notice, protest, and hearing requirements of Section 53753 of the Government Code. Levies will increase in only Zones 4 & 15 by the 2% permitted.

TIME AND PLACE OF PUBLIC HEARING

SECTION 6. Notice is hereby given that on the 25th day of July 2017, at the hour of 7:00 p.m., in the Council Chambers of City Hall, 1600 Huntington Drive, Duarte, California, any and all persons having any objections to the work or intent of the assessment district may appear and show cause why said work should not be done or carried out, or why said assessments should not be levied in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

LANDSCAPING AND LIGHTING ACT OF 1972

SECTION 7. All work herein proposed shall be done in accordance with the Landscape and Lighting Act of 1972, Division 15 of the Streets and Highways Code of the State of California.

NOTICE

SECTION 8. The City Clerk is hereby ordered to give notice in accordance with Section 22626 of the Streets and Highways Code of the State of California.

PASSED, APPROVED and ADOPTED this 13th day of June, 2017.

Margaret Finlay, Mayor
City of Duarte

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

I, Maria Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 17-R-34 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 13th day of June, 2017, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Council Members:

City Clerk Marla Akana
City of Duarte, California

ENGINEER'S REPORT
SIDEWALKS, STREETS, SENIOR CENTER PAYMENT,
PARK AND SPECIAL ZONES
OF THE CITY OF DUARTE
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT
2017-2018 ASSESSMENT LEVY

SECTION 1. AUTHORITY FOR REPORT

This report is prepared pursuant to an order of the City Council of the City of Duarte in compliance with the requirements of Article 4, Chapter 1, Landscape and Lighting Act of 1972, being Part 2, Division 15, of the Streets and Highways Code of the State of California (The "Act").

The Act was originally created by the State Legislature in 1972. On June 13, 1978, the City of Duarte created the City of Duarte Landscape and Lighting Maintenance District for the maintenance and servicing of Landscaping and Lighting. Since 1972, the Legislature has expanded the definition of landscaping, lighting, and the work that may be done under the Act. The City of Duarte has, over time; expanded the work to be done by the District to include all the work allowed under the Act.

This Assessment District, by special benefit assessments, provides funding for the maintenance of City-owned parks, for the maintenance of the public landscaping in public owned properties or public right-of-way within the City, graffiti removal, maintenance of public-owned lighting, street lighting, traffic signals within the City, and funding towards the debt service of the Senior Center bond issue.

The voters on November 5, 1996 voted to adopt Proposition 218. Proposition 218 has the potential to have a great impact upon the way special assessments are used and assessed. The City Council has determined that the portion of the assessment devoted to street maintenance and the payment of the Senior Center bond is exempt from Prop. 218. In 1997, by majority vote of the property owners of all single family and condominiums within the City, it was determined to levy a park assessment of \$59.42 against single family and condominium units within the City.

SECTION 2. PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS

The plans and specifications for the irrigation, landscaping and lighting of streets, traffic signals and easements and authorized improvements within the City are on file in the Department of Community Development. The lighting locations and specifications for Edison-owned lights are on file with Southern California Edison Company. Reference is hereby made to said plans and specifications for the exact location and nature of the landscape and lighting of park improvements. Said plans and specifications by reference are hereby made a part of this report.

SECTION 3. ESTIMATE OF COST OF IMPROVEMENT

The cost of the initial improvements of median island landscaping, street landscaping, traffic signals, street lighting, parking lot lighting, and bike paths were paid for from capital improvement funds, special grants, gas tax, prior assessment districts, subdividers, and general City revenues. The City Council in 1991 and 1992, as a result of two public hearings, determined to fund a portion of the Senior Center construction from the landscape assessment in accordance with the Act. With the exception of the Senior Center, no other facilities are proposed to be funded from the district.

SECTION 4. CITYWIDE STREET AND SIDEWALK LANDSCAPING

The cost to maintain street landscaping, and parkway trees as described in this section. The following is a general description of the areas being maintained:

1. All parkway trees maintained by the City.
2. Trees adjacent to Caltrans right-of-way on Evergreen Avenue, Flower Avenue to Brightside Avenue, Central Avenue, Buena Vista Street to Santo Domingo Avenue and Evergreen Street east of Mountain Avenue.
3. Street Landscaping
 - A. Duarte Road – Highland Avenue to Mountain Avenue hardscape, turf, trees, irrigation and groundcover.
 - B. Buena Vista Street – North and south of the 210 freeway turf, irrigation and groundcover.
 - C. Mountain Avenue – North and south of the 210 freeway turf, irrigation and groundcover.
 - D. Central Avenue – East and west of Buena Vista Street turf, trees, irrigation and groundcover.
 - E. Huntington Drive – Mountain Avenue to the east City limits, hardscape, turf, trees, irrigation and groundcover.
 - F. Encanto Parkway – Huntington Drive to Markwood, west side landscaping and irrigation. Fifty percent only of landscaping along Zone 5.

The cost to maintain shall include, but not limited to, watering, fertilizing, mowing, weed control, shrubbery, tree removal and pruning, maintenance of irrigation facilities, removal or covering of graffiti and repair and replacement of lighting.

The cost to maintain and construct these facilities is considered a general property benefit and is assessed as a unit cost to each lot within the City, and to each apartment unit, hotel/motel room, trailer park space, and nursing home bed.

SECTION 5. CITYWIDE LANDSCAPING AND PARK COSTS

The cost to maintain parks, landscape area, and recreational facilities is described in this section. The following is a general description of the areas, parks and related landscaped areas being maintained as approved in the special assessment vote:

Parks

- A. Bike Trail – Turf, trees, groundcover, asphalt and irrigation.
- B. Thorsen Park – Turf, trees, groundcover and irrigation.
- C. Moore Park – Turf, trees, groundcovers, playground and irrigation.
- D. Entrance Park – Turf, trees, groundcover and irrigation.
- E. Encanto Park – Turf, trees, groundcover, irrigation, tennis courts, basketball courts, athletic courts, restrooms and parking areas.
- F. Beardslee Park – Turf, trees, groundcover, irrigation, hardscape and playground.
- G. Duarte Park – Turf, trees, groundcovers, irrigation, hardscape, recreation building, playground and athletic courts.
- H. Royal Oaks Park and Extension – Turf, trees, groundcover, irrigation, hardscape, recreation building, tennis courts, playgrounds and parking area.
- I. Glenn Miller Park – Turf, trees, groundcover, irrigation, hardscape and playgrounds.
- J. Hacienda Park – Turf, trees, groundcover, irrigation and playground.
- K. Third Street Park – Turf, trees, groundcovers, irrigation, and playground.
- L. Town Center – Turf, trees, groundcover, irrigation, hardscape, swimming pool, recreation building, and parking area.
- M. Northview Park – Turf and irrigation.
- N. Senior Center – Turf, trees, groundcover, irrigation hardscape, recreation area and parking lot.
- O. Otis Gordon Park
- P. Lena Valenzuela Park

The cost to maintain shall include, but not limited to, watering, fertilizing, mowing, weed control, shrubbery, tree removal and pruning, maintenance of irrigation facilities, maintenance of park building and equipment, maintenance and replacement of recreation equipment, removal or covering of graffiti and repair and replacement of lighting.

SECTION 6. SENIOR CENTER

The City Council first in Fiscal Year 1991-92 and reconfirmed in Fiscal Year 1992-93 that it is determined to amend and provide for the inclusion of a senior citizen/community center facility as one of the improvements to be financed with the assessments from the Citywide Landscape and Lighting District. Pursuant to Resolution No. 92-25, the City Council determined that the Senior center would be financed from a portion of the proceeds of a Certificate of Participation advanced by the City which would be repaid to the City in whole or in part from the levy of annual assessments within the District. The maximum number of annual assessments (30 years), the Fiscal years in which such assessments are

levied, the estimated maximum amount of each annual installment of each assessment, and the total of the assessments was set forth in the resolution. The resolution set forth periodic increases in the assessment. The assessment in Fiscal Year 2016/17 was at the maximum allowed per resolution 92-25 of two-hundred twenty-five thousand dollars (\$225,000). To date \$3,950,000 has been collected leaving an assessment of \$68,000 to be collected in Fiscal Year 2017/18 to retire the bond issue. For Fiscal Year 2017/18 this amount is being proposed to be assessed.

SECTION 7. LIGHTING MAINTENANCE

The cost to maintain shall include, but not limited to, electrical service for all public lighting including parking lighting, repair and replacement of City-owned lights within public right-of-way, servicing of Southern California Edison owned lights as defined by the Act, repair and replacement of traffic signals.

The net amount to be assessed upon lands within the Assessment District in accordance with this Report is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each lot or parcel from the improvements, namely the maintenance and servicing of public lighting facilities within such District. The maintenance and servicing of public lighting facilities installed and constructed in public places provides a special benefit which is received by each and every assessed lot or parcel within the District, tending to enhance their value. The streets within the District improve access to all lots or parcels assessed. Street lighting also provides advertising visibility for business and commercial establishments. The intensity or degree of illumination provided can have a bearing on the benefits of street lighting. Thus, primary benefits of street lighting are for the convenience, safety, security, and protection of people. Secondary benefits are security or protection to property, property improvements and goods as set forth below:

1. Improvement to traffic circulation.
2. Reduction in night accidents and attendant human misery and economic loss.
3. Less vulnerability to criminal assault at night.
4. Promotion of business during nighttime hours for commercial properties.
5. Increased nighttime safety on roads and highways.
6. Improved ingress and egress to lots and parcels.
7. Reduction in vandalism and other criminal acts.
8. Reduction in burglaries.
9. The enhancement to the value of property which results from the foregoing benefits.

Intensity or degree of illumination provided on streets varies with the type of street, date of installation and the use of the property adjacent thereto.

The majority of parcels within the Lighting District are residential properties. A value of one (1) basis unit has been assigned to a residential unit. A residential unit is defined as a single-family unit, condominium unit, rental unit or apartment unit. Parcels in other land use categories, not used as residential, were then evaluated and rated by comparison with the basis unit.

Each land use evaluation takes into consideration – foot traffic, vehicular traffic, and hours of occupancy. Commercial and industrial properties have been assigned additional units based on the comparative benefits, number of people that would be expected to benefit from the lighting, security and intensity of the lights provided. The average light intensities and energy consumption for commercial areas is greater than that required for residential areas.

SECTION 8. GRAFFITI REMOVAL

The cost for graffiti removal shall include, but not limited to, the cost of cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti. Graffiti removal is considered a general property benefit and is assessed in the same manner and is included in the Street and Sidewalk Landscape Assessment.

SECTION 9. TRAFFIC SIGNALS

The following traffic signals are entirely or partially maintained by the City.

- * Mountain Avenue and Huntington Drive.
- * Mountain Avenue and Central Avenue.
- * Mountain Avenue and Evergreen Street.
- * Mountain Avenue and Duarte Road.
- * Mountain Avenue at Walmart/Home Depot
- * Mountain Avenue at Best Buy
- * Buena Vista Street and Huntington Drive.
- * Buena Vista Street and Central Avenue.
- * Buena Vista Street and Evergreen Street.
- * Buena Vista Street and Duarte Road.
- * Highland Avenue and Huntington Drive.
- * Mount Olive Drive and Huntington Drive.
- * Las Lomas Road and Huntington Drive.
- * Crestfield Road and Huntington Drive
- * Mountain Vista Plaza at Huntington Drive
- * Huntington Drive and Pops Road

SECTION 10. DIAGRAM FOR THE ASSESSMENT DISTRICT

A copy of the proposed assessment diagram is on file in the City Clerk's office, and includes all the property within the City limits of the City of Duarte. Reference is made to the Los Angeles County Assessor Maps as to parcel location and dimensions. The City Council, at the time of formation of the District of 1978, determined that the public utilities right-of-ways should be assessed based upon the actual benefit to the public utility right-of-ways.

SECTION 11. ASSESSMENT ZONES

Zone 1 All the Property within the City except those Properties in Zones 2 through 18

All properties that are not in a special zone are assessed within this zone. Assessment for areas without street lighting are reduced to reflect the cost component of the City's budget. Areas with street lighting are assessed based upon a unit basis for single family zoned property and residentially used property. Commercial, industrial and multi-residential zone properties are assessed based upon lot size and street frontage.

All of the properties in Zones 3 through 18 are assessed their share of the citywide lighting, street, sidewalk and park maintenance in addition to special maintenance assessment. Zone 2 is assessed specifically for their gas lights.

Street Lighting

The cost for street lighting in all zones is assessed to all residential lots based upon the special benefit and to commercial and industrial based upon frontage and area benefit.

Citywide Park Maintenance

The cost of park maintenance determined as a direct benefit is assessed to all single-family units and all condominium units based upon a unit assessment.

Citywide Street Maintenance Cost

The cost in all zones is assessed to all lots on a unit cost per lot, and to each apartment unit, hotel/motel room, trailer park space, and nursing home bed.

Zone 2 Mesa Area Gas Lights

This area is served by gaslights. The cost of gas lighting is assessed equally to all lots. The cost to maintain the Rim Road slope constructed in 2008, which was a general fund expense is no longer included in this report. Reserve in this district is held for future fixture replacements and refurbishments over time. A refurbishment project began last Fiscal Year and is proposed to continue this Fiscal Year. Light fixtures will be repainted. Regulators are to be replaced. Damaged light fixtures will be replaced.

Zone 3 Emblem House Tract 33532

This zone was created at the request of the Developer (Emblem Homes), in lieu of a homeowner's association. The Developer installed sprinkler guns to irrigate the natural area north of the homes for fire protection. The maintenance of the sprinkler guns is a special benefit to all lots within the subdivision. The areas adjacent to the landscaping are given a benefit of 30% greater than the remainder of the lots.

Lots 1, 2, 18-119 are not adjacent to landscape areas

Lots 3-17 are assessed a 30% surcharge.

As in previous years, the City's General Fund has paid for this fire protection.

Zone 4 Las Lomas Villas Tracts 33964, 34892 & 35709

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The Developer, for the benefit of all lots, installed the landscaping as a special benefit to all lots, within the tract and is assessed equally to all lots. The assessment is based on a voter-approved formula, which provides for an annual C.P.I. increase not to exceed 3%. The C.P.I. for the year ending December 31, 2016 was 2.0%. This would allow for an assessment increase of \$7.64 per parcel to \$389.39 per parcel. A 2.0% increase in the levy is being proposed for Fiscal Year 2017-18. A re-landscaping project is proposed to continue for this Fiscal Year.

Zone 5 Kaufman and Broad Development Phase I – Tract 35415(Encanto Parkway)

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The entrance landscaping on Encanto Parkway was installed by the Developer, as a special benefit to all lots, within the tract and is assessed equally to all lots. Since the extension landscaping along Encanto Parkway is also being considered a Citywide benefit, fifty (50) percent of the cost (\$7,532.00) has been moved to the Citywide Street portion of the Assessment District. An increase in assessment was proposed for Fiscal Year 2010-11. This increase was subject to the requirements of Proposition 218 "the Right to Vote on Taxes Act". The increase was not approved by the property owners. Consequently, the level of maintenance was reduced to balance the expenditures with the assessment.

Zone 6 Kaufman and Broad Development Phase II – Tracts 35631 and 41717 (Rancho Verde)

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The landscaping was installed by the Developer, for the special benefit to all lots, and is assessed equally to all lots. A major re-landscaping project is proposed for this Fiscal Year using reserves.

Zone 7 Amberwood Tract 35711

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The landscaping was installed by the Developer, for the special benefit to all lots, and is assessed equally to all lots. The assessment formula is based upon a voter approved formula which provides for an assessment increase (CPI) not to exceed 3% a year. The C.P.I. for the year ending December 31, 2016 was 2.0%. This would allow for an assessment increase of \$8.64 per parcel to a maximum of \$440.87 per parcel. For Fiscal Year 2017-18, the levy is proposed to remain at the Fiscal Year 2016-17 levy of \$394.86. A re-landscaping project is proposed for this Fiscal Year using reserve funds.

Zone 8 Village at Windsor Tract 39457

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The landscaping was installed by the Developer, for the special benefit of all lots, and is assessed equally to all lots. The assessment formula is based upon a voter approved formula which provides for an assessment increase (CPI) not to exceed 3% a year. The C.P.I. for the year ending

December 31, 2016 was 2.0%. This would allow for an assessment increase of \$6.92 per parcel to a maximum of \$352.73 per parcel. For Fiscal Year 2017-18, the levy is proposed to remain at Fiscal Year 2016-17 levy of \$325.64.

Zone 9 Tract 32993 (Kendick Tract) and Tracts 35135, 35136, 35137 (Hearthstone Homes)

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The landscaping was installed by the Developer, for the special benefit of all lots, and is assessed equally to all lots. An increase in assessment was proposed for Fiscal Year 2010-11. This increase was subject to the requirements of Proposition 218 "the Right to Vote on Taxes Act". The increase was not approved by the property owners. The level of maintenance was reduced to balance the budget with the assessment.

Zone 10 Tracts 35138, 35139, 38393 & 39932 (Hearthstone Del Norte)

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The tracts are specially benefited equally by the landscaping installed by the Developer except for the lots adjacent to that landscaping maintained by the district, which has an additional special benefit of 10%. A major brush clearing project with upgrades to the "D" with landscaping is proposed for this fiscal year using previous years surpluses.

Total lot count not assessed the additional 10% = 170 lots

Lots assessed 10% additional benefit:

(2) Lots 18,20 (Tract 35139)

(4) Lots 25-28 (Tract 39932)

(11) Lots 10, 11, 17-20, 31-34, 39 (Tract 38393)

Zone 11 Tract 42150 (TKI Townhomes)

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The landscaping was installed by the Developer, for the special benefit to all lots. The Board of Directors of the Home Owners Association in 2004 requested that the City allow the Home Owners Association to maintain the landscaping. The request was approved. A zero assessment for the landscaping within this zone has thus been shown.

Zone 12 Tract 33704 (Benchmark Homes)

This zone has been eliminated.

Zone 13 Mike's Center

This zone was created, at the request of the property owners, to maintain improvements installed by the City and financed by the property owners with assistance from Community Development Block Grant Funds. The lighting and landscaping was installed as a special benefit to all lots and is assessed based on lot area.

Zone 14 Tract 51911 (Las Brisas Development)

This zone was created upon the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The landscaping was installed by the Developer, for the special benefit to all lots, and is assessed on a per lot basis. This zone was formed in 1995. At the time of the formation of this zone, the assessment was based upon a formula, which recognized the increase of inflation. The C.P.I. for the year ending December 31, 2016 was 2.0%. This would allow for an assessment increase of \$9.95 per parcel to \$507.57 per parcel. For Fiscal Year 2017-18, a Levy of \$470.73 is required to balance the expenses which is less than the maximum allowed assessment of \$507.57 per parcel. A major landscape improvement project is planned for this Fiscal Year using reserve funds.

Zone 15 Tracts 52121 and 52255 (Las Posadas Development)

This zone was created in 1997 upon the request of the developer in lieu of a homeowners association maintaining the landscaping. The landscaping was installed by the developer, for the special benefit to all lots, and is assessed on a per lot basis. At the time of formation of the zone, the assessment was based upon a formula which allows for an assessment increase of up to 3 percent per year. The C.P.I. for the year ending December 31, 2016 was 2.0%. This would allow for an assessment increase of \$9.97 per parcel to \$472.61 per parcel. A C.P.I. increase of 2.0% is proposed for Fiscal Year 2017-18.

Zone 16 Tract 52337 (Buena Vista Villas)

This zone was created upon the request of the developer and a vote of the property owner in 1998. The developer installed all the landscaping to specially benefit all lots equally, therefore the assessment is levied on a per lot basis. This zone was created in 1998. The assessment is based upon a formula which provides for an assessment increase of up to 3 percent per year. The C.P.I. for the year ending December 31, 2016 was 2.0%. A C.P.I. increase of 2.0% raises the maximum assessment by \$9.88 per parcel from \$493.78 to \$503.66 per parcel. For Fiscal Year 2017-18, a Levy of \$456.25 per parcel is required when utilizing reserves to balance expenses which is less than the maximum allowed assessment of \$503.66 per parcel. Landscaping upgrades are proposed for this Fiscal Year.

Zone 17 Tract 52704 (Citrus Collection)

This zone was created upon the request of the developer and a vote of the property owner in 2000. The developer installed all the landscaping to specially benefit all lots equally, therefore the assessment is levied on a per lot basis. The assessment formula is based upon a formula which provides for an assessment increase of up to 3 percent per year. The C.P.I. for the year ending December 31, 2016 was 2.0%. A C.P.I. increase of 2.0% raises the maximum assessment by \$14.07 per parcel from \$703.69 to \$717.76 per parcel. For Fiscal Year 2017-18, a levy of \$522.73 per parcel is required to balance expenses utilizing reserves which is less than the maximum allowed assessment of \$717.76 per parcel.

This zone was created upon the request of the developer and a vote of the property owners in 2011. The developer installed all the landscaping to specially benefit all lots equally and the drainage improvements to benefit the development specifically and the City generally equally. The development share of the drainage improvements benefits all the lots equally. The assessment is levied thus on a per lot basis. The assessment formula is based upon a formula which provides for an assessment increase based on the CPI with a maximum of 3% per year. The special assessment was approved on December 13, 2011 per Resolution 11-49. The CPI for the year ending December 31, 2016 was 2.0 %. A CPI increase of 2.0% raises the maximum assessment by \$29.20 per parcel from \$1,460.17 to \$1,489.34. For Fiscal Year 2017-18, a Levy of \$700.00 per parcel is required to balance expenses with the application of reserves which is less than the maximum allowed assessment of \$1,489.34 and is significantly less than previous year's levies. While it is necessary to maintain a high reserve in this district to provide for brush clearance and flood control basin clearing costs that fluxuate, the current balance without assessing the maximum parcel increase is adequate. After the fire of 2016, the storms of 2017/18 caused the debris basin to be cleared of debris at a cost of \$8,000.00. The reserves and City funds were used to pay for this debris removal. The cost was less than anticipated.

2017-18 CITYWIDE DISTRICT, SENIOR CENTER BOND PAYMENT AND SPECIAL BENEFIT ZONE CALCULATIONS
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Citywide Parks, Lighting and Street and Senior Center Bond Payment

Parks, Lighting, Street & Civic Center Bond Payment Expenses	\$1,086,200.00
General Fund Contribution (Deficit)	\$ <u>320,042.00</u>
<u>Total Citywide Assessment for 2017-2018</u>	\$ 766,158.00

Parks

Park Maintenance*	\$ 408,700.00
General Fund Contribution (Deficit)	\$ <u>(73,690.00)</u>
Total Parks Assessment	\$ 335,010.00

Street Lighting

Lighting Maintenance Cost	\$ 325,900.00
General Fund Contribution (Deficit)	\$ <u>(145,806.00)</u>
Total Citywide Lighting Assessments	\$ 180,094.00

Citywide Street

Street Maintenance Cost	\$ 283,600.00
General Fund Loan Repayment 2010-11	\$ <u>(100,546.00)</u>
Total Citywide Street Assessments	\$ 183,054.00

Senior Center Bond Payment

Bond Payment	\$ 68,000.00
General Fund Contribution	\$ <u>0</u>
Total Senior Center Bond Payment	\$ 68,000.00

Special Benefit Zone Maintenance Cost

Maintenance Expenses***	\$ 324,717.00***
Credited Surplus from Zones	\$ (48,878.00)
General Fund Obligated Expenses **	\$ <u>(14,154.00)</u>

<u>Total Special District Assessments for 2017-2018</u>	\$ 261,685.00
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<u>Grand Total Citywide Senior Center Bond Payment and Special Benefit Zones Assessments for 2017-18</u>	\$ 1,027,843.00
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- * This does not include the sports park maintenance costs which cannot be included in the District.
- ** Includes \$3,850.00 (Emblem Homes), \$7,532.00 (Encanto Parkway), \$1,772.00 (Mike's Center) and \$1,000.00 (Ridgecrest Estates).
- *** Includes \$1,848.00 transfers to Reserve from Assessment

**2017-18 CITYWIDE STREET LIGHTING AND
SENIOR CENTER BOND PAYMENT
AND SPECIAL BENEFIT ZONE CALCULATIONS**

ZONE	DISTRICT	2015-16	2016-17	2017-18
1	Lighting	\$30.44	\$30.44	\$30.44
	Street Maintenance	\$34.96	\$34.96	\$21.58
	Parks	\$59.42	\$59.42	\$59.42
	(Average Single Family)			
	Sub-Total	\$124.82	\$124.82	\$111.44
2	Mesa Area	\$237.60	\$237.60	\$224.22
3	Emblem Homes			
	Base Cost	\$124.82	\$124.82	\$111.44
	Surcharge Lots	\$124.82	\$124.82	\$111.44
4	Las Lomas Villas	\$499.08	\$506.57	\$500.83
5	Encanto Parkway	\$186.56	\$186.56	\$173.18
6	Rancho Verde	\$343.32	\$343.32	\$329.88
7	Amberwood	\$548.57	\$519.68	\$506.30
8	Windsor	\$463.85	\$450.46	\$437.08
9	Kendick, Hearthstone	\$158.27	\$158.27	\$144.39
10	Hearthstone			
	Base Cost	\$270.81	\$270.81	\$257.43
	Surcharge Lots	\$287.03	\$287.03	\$273.65
11	T.K.I. Townhomes	\$124.82*	\$124.82*	\$111.44
12	Benchmark Homes	\$124.82*	\$124.82*	\$111.44

SPECIAL DISTRICT ASSESSMENT COMPARISON

ZONE	DISTRICT	2015-16	2016-17	2017-18
13	Mike's Center			
	8530-018-027	\$2,334.91	\$2,334.91	\$2,249.29
	8530-018-028	\$1,151.76	\$1,151.76	\$1,107.02
	8530-018-029	\$1,198.19	\$1,198.19	\$1,151.32
	8530-018-030	\$ 548.67	\$ 548.67	\$ 525.08
	8530-018-031	\$ 548.67	\$ 548.67	\$ 525.08
	8530-018-032	\$ 548.67	\$ 548.67	\$ 525.08
	8530-018-033	\$2,395.96	\$2,395.96	\$2,318.65
	8530-018-034	\$3,013.36	\$3,013.36	\$2,907.77
	8530-018-054	\$1,880.36	\$1,880.36	\$1,810.27
	8530-018-055	\$9,119.66	\$9,119.66	\$8,813.93
		\$22,743.65	\$22,743.65	\$21,933.49
14	Las Brisas	\$609.14	\$595.55	\$582.17
15	Las Posadas	\$579.07	\$588.16	\$584.05
16	Buena Vista Villas	\$605.41	\$581.07	\$567.69
17	Citrus Collection	\$647.55	\$647.55	\$634.17
18	Ridgecrest Estates	\$1,545.99	\$1,545.99	\$811.44

*Citywide only within this Special Benefit Zone.

**ZONE 2 – MESA AREA
(FUND 2430)**

ESTIMATED EXPENSES 2017-18

Gas	\$ 8,500.00	
Repairs and Replacement	\$ 9,000.00	
Personnel	\$ 3,800.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$21,300.00

ESTIMATED REVENUE 2017-18

Special Zone Assessment 2017-18	\$12,800.00	
Transfer From Reserve	\$ 8,500.00	
Transfer From General Fund	<u>\$ 0.00</u>	
Total Revenue		\$21,300.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2013	\$4,604.02
2014	\$7,893.02
2015	\$14,044.00
2016	\$18,013.82
2017	\$19,600.00 (est.)

Zone 2 Information

Number of lots to be assessed	<u>100</u>
GAS LIGHTING – COST PER LOT	\$ 128.00
Intersection Only Lighting – Cost Per Lot	\$ 15.22
Citywide Street Maintenance - Cost Per Lot *	\$ 21.58
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 224.22

*Includes Senior Center Bond Issue

**ZONE 3 – EMBLEM HOMES
(FUND 2429)**

ESTIMATED EXPENSES 2017-18

Water	\$ 1,400.00	
Electric	\$ 350.00	
Repairs and Replacement	\$ 1,000.00	
Personnel	\$ 1,100.00	
Transfer to Reserve	\$ 0	
Total Expenses		\$3,850.00

ESTIMATED REVENUE 2017-18

Special Zone Assessment 2017-18	\$ 0.00	
Transfer From Reserve	\$ 0.00	
Transfer From General Fund	\$ 3,850.00	
Total Revenue		\$3,850.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2013	\$0
2014	\$0
2015	\$0
2016	\$0
2017	\$0

Zone 3 Information

Number of lots to be assessed	<u>121</u>
<u>LANDSCAPE COST PER LOT</u>	
Base Cost 100	\$ 0
Surcharge Lots 19 + 30%	\$ 0
Street Lighting Cost Per Lot	\$ 30.44
City-Wide Street Maintenance Per Lot*	\$ 21.58
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	
Base Cost	\$ 111.44
Surcharge	\$ 111.44

*Includes Senior Center Bond Issue

**ZONE 4 – LAS LOMAS VILLAS
(FUND 2421)**

ESTIMATED EXPENSES 2017-18

Water	\$ 12,500.00	
Electric	\$ 500.00	
Repairs and Replacement	\$ 10,000.00	
Landscape Maintenance	\$ 15,600.00	
Personnel	\$ 10,000.00	
Transfer to Reserve	<u>\$ 463.00</u>	
Total Expenses		\$49,063.00

ESTIMATED REVENUE 2017-18

Special Zone Assessment 2017-18	\$ 49,063.00	
Transfer From Reserve	\$ 0.00	
Transfer From General Fund	<u>\$ 0.00</u>	
Total Revenue		\$49,063.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2013	\$2.89
2014	(\$2,453.00)
2015	(\$3,318.00)
2016	(\$5,643.66)
2017	(\$3,200.00) est.

Zone 4 Information

Number of lots to be assessed	126
Landscape Per Lot	\$ 389.39
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance Cost Per Lot *	\$ 21.58
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 500.83

*Includes Senior Center Bond Issue

**ZONE 5 – ENCANTO PARKWAY
(FUND 2422)**

ESTIMATED EXPENSES 2017-18

Water	\$ 3,200.00	
Electric	\$ 1,100.00	
Repairs and Replacement	\$ 1,864.00	
Landscape Maintenance	\$ 5,500.00	
Personnel	\$ 3,400.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$15,064.00

ESTIMATED REVENUE 2017-18

Special Zone Assessment 2017-18	\$ 7,532.00	
Transfer From Reserve	\$ 0.00	
Transfer From General Fund	<u>\$ 7,532.00</u>	
Total Revenue		\$15,064.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2013	\$1,771.88
2014	\$4,365.25
2015	\$4,247.00
2016	\$0
2017	\$1,450.00

Zone 4 Information

Number of lots to be assessed	122
Landscape Per Lot	\$ 61.74
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance Cost Per Lot*	\$ 21.58
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 173.18

*Includes Senior Center Bond Issue

**ZONE 6 – RANCHO VERDE
(FUND 2427)**

ESTIMATED EXPENSES 2017-18

Water	\$ 7,100.00	
Electric	\$ 600.00	
Repairs and Replacement	\$13,100.00	
Landscape Maintenance	\$ 8,600.00	
Personnel	\$ 5,900.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$35,300.00

ESTIMATED REVENUE 2017-18

Special Zone Assessment 2017-18	\$ 25,346.00	
Transfer From Reserve	\$ 9,954.00	
Transfer From General Fund	<u>\$ 0.00</u>	
Total Revenue		\$35,300.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2013	\$5,249.09
2014	\$9,821.54
2015	\$17,640.00
2016	\$10,447.72
2017	\$20,500.00 (est.)

Zone 6 Information

Number of lots to be assessed	<u>116</u>
Special Landscape Per Lot	\$ 218.50
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance Cost Per Lot*	\$ 21.58
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 329.88

*Includes Senior Center Bond Issue

**ZONE 7 – AMBERWOOD
(FUND 2423)**

ESTIMATED EXPENSES 2017-18

Water	\$ 5,600.00	
Electric	\$ 300.00	
Repairs and Replacement	\$ 6,538.00	
Landscape Maintenance	\$10,500.00	
Personnel	\$ 2,200.00	
Transfer to Reserve	\$ 0.00	
Total Expenses		\$25,138.00

ESTIMATED REVENUE 2017-18

Special Zone Assessment 2017-18	\$ 20,138.00	
Transfer From Reserve	\$ 5,000.00	
Transfer From General Fund	\$ 0.00	
Total Revenue		\$25,138.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2012	\$638.00
2013	\$1,177.76
2014	\$1,815.64
2015	\$2,654.00
2016	\$7,213.14
2017	\$7,800.00

Zone 7 Information

Number of lots to be assessed	<u>51</u>
Landscape Per Lot	\$ 394.86
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance Cost Per Lot*	\$ 21.58
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 506.30

*Includes Senior Center Bond Issue

**ZONE 8 – WINDSOR
(FUND 2424)**

ESTIMATED EXPENSES 2017-18

Water	\$ 2,200.00	
Electric	\$ 300.00	
Repairs and Replacement	\$ 600.00	
Landscape Maintenance	\$ 6,600.00	
Personnel	\$ 2,800.00	
Transfer to Reserve	<u>\$ 200.00</u>	
Total Expenses		\$12,700.00

ESTIMATED REVENUE

Special Zone Assessment 2017-18	\$12,700.00	
Transfer from Reserve	\$ 0.00	
Transfer from General Fund	<u>\$ 0.00</u>	
Total Revenue		\$12,700.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2013	\$139.69
2014	\$436.67
2015	\$826.00
2016	\$2,566.97
2017	\$2,800.00 (est.)

Zone 8 Information

Number of lots to be assessed	<u>39</u>
Special Landscape per Lot	\$ 325.64
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance Cost Per Lot*	\$ 21.58
Park Assessment Per Lot	\$ 59.42
CITYWIDE ONLY COST PER LOT	\$ 437.08

*Includes Senior Center Bond Issue

**ZONE 9 – KENDICK (TRACT 32993)
HEARTHSTONE (TRACTS 35135, 35136, 35137)
(FUND 2420)**

ESTIMATED EXPENSES 2017-18

Water	\$ 1,500.00	
Repairs and Replacement	\$ 500.00	
Landscape Maintenance	\$ 4,100.00	
Personnel	\$ 2,162.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$8,262.00

ESTIMATED REVENUE 2017-18

Special Zone Assessment 2017-18	\$ 8,262.00	
Transfer From Reserve	\$ 0.00	
Transfer From General Fund	<u>\$ 0.00</u>	
Total Revenue		\$8,262.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2013	(\$384.22)
2014	(\$488.28)
2015	(\$1,303.00)
2016	(\$1,467.08)
2017	(\$1,600.00 est.)

Zone 9 Information

Number of lots to be assessed	<u>247</u>
Special Landscape Per Lot	\$ 33.45
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance – Cost Per Lot*	\$ 21.58
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 144.89

*Includes Senior Center Bond Issue

ZONE 10 – HEARTHSTONE DEL NORTE
(TRACTS 35128, 35139, 38393, 39932)
(FUND 2425)

ESTIMATED EXPENSES 2017-18

Other Services	\$ 5,300.00	
Water	\$ 9,200.00	
Electric	\$ 3,100.00	
Repairs and Replacements	\$ 500.00	
Landscape Maintenance	\$ 6,400.00	
Brush Clearance & Related Maintenance	\$ 8,000.00	
Personnel	\$ 3,200.00	
Transfer to Reserve	\$ 0.00	
Total Expenses		\$35,700.00

ESTIMATED REVENUE 2017-18

Special Zone Assessment 2017-18	\$ 27,576.00	
Transfer From Reserve	\$ 8,124.00	
Transfer From General Fund	\$ 0.00	
Total Revenue		\$35,700.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2013	\$4,194.33
2014	\$3,848.32
2015	\$23,854.00
2016	\$35,847.13
2017	\$28,350.00 (est.)

Zone 10 Information

Number of lots to be assessed	<u>187</u>
LANDSCAPE COST PER LOT	
Base Cost (170)	\$ 145.99
Surcharge Lots (17)	\$ 162.21
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance Cost Per Lot*	\$ 21.58
Park Assessment Per Lot	\$ 59.42

ZONE 10 – HEARTHSTONE DEL NORTE
(TRACTS 35128, 35139, 38393, 39932)
(FUND 2425)

TOTAL COST PER LOT

Base Cost	\$ 257.43
Surcharge Lots	\$ 273.65

*Includes Senior Center Bond Issue

**ZONE 11 – T.K.I. TOWNHOMES
(FUND 2428)**

ESTIMATED EXPENSES 2017-18 **\$0**

ESTIMATED REVENUE 2017-18 **(\$0)**

Zone 11 Information

Number of lots to be assessed	<u>17</u>
LANDSCAPE COST PER LOT	\$ 0
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance Cost Per Lot*	\$ 21.58
Park Assessment Per Lot	\$ 59.42
 TOTAL COST PER LOT	 \$ 111.44

*Includes Senior Center Bond Issue

**ZONE 13 – MIKE’S CENTER
(FUND 2426)**

ESTIMATED EXPENSES 2017-18

Parking Lot Sweeping	\$ 9,000.00	
Water	\$ 700.00	
Electric	\$ 7,200.00	
Repairs and Replacements	\$ 700.00	
Landscape Maintenance	\$ 2,200.00	
Personnel	\$ 2,600.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$22,400.00

ESTIMATED REVENUE 2017-18

Special Zone Assessment 2017-18	\$20,628.00	
Transfer From Reserve	\$ 0.00	
Transfer From General Fund	<u>\$ 1,772.00</u>	
Total Revenue		\$22,400.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2013	(\$806.56)
2014	(\$1,064.10)
2015	(\$952.00)
2016	(\$126.39)
2017	(\$600.00 est.)

Zone 13 Information

Number of lots to be assessed 10

LANDSCAPE COST PER LOT

TOTAL COST PER AREA: **\$0.09503/sq. ft.**

**ZONE 13 – MIKE’S CENTER
(FUND 2426)**

Parcel Number	Square Feet	2017/18 Landscape Assessment	Frontage Feet	2017/18 Citywide Street Maintenance	2017/18 Total Assessment
8530-018-027	22,216	\$2,111.24	89.21	\$138.05	\$2,249.29
8530-018-028	10,890	1,034.90	43.92	72.12	1,107.02
8530-018-029	11,325	1,076.24	46.08	75.08	1,151.32
8530-018-030	5,125	487.04	20.50	38.04	525.08
8530-018-031	5,125	487.04	20.50	38.04	525.08
8530-018-032	5,125	487.04	20.50	38.04	525.08
8530-018-033	23,087	2,194.01	80.00	124.64	2,318.65
8530-018-034	28,750	2,732.18	115.00	175.59	2,907.77
8530-018-054	17,860	1,697.28	72.00	112.99	1,810.27
8530-018-055	<u>87,560</u>	<u>8,321.03</u>	<u>333.00</u>	<u>492.90</u>	<u>8,813.93</u>
	217,063	\$20,628.00	840.71	\$1,305.49	\$21,933.49

**ZONE 14 – LAS BRISAS HOMES
(FUND 2431)**

ESTIMATED EXPENSES 2017-18

Water	\$ 2,700.00	
Electric	\$ 400.00	
Repairs and Replacements	\$ 7,000.00	
Landscape Maintenance	\$ 9,600.00	
Personnel	\$ 3,500.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$23,200.00

ESTIMATED REVENUE 2017-18

Special Zone Assessment 2017-18	\$ 19,300.00	
Transfer From Reserve	\$ 3,900.00	
Transfer From General Fund	<u>\$ 0.00</u>	
Total Revenue		\$23,200.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2013	\$1,934.33
2014	\$1,481.40
2015	\$6,162.00
2016	\$9,244.46
2017	\$11,000.00 (est.)

Zone 14 Information

Number of lots to be assessed	<u>41</u>
Landscape Per Lot	\$ 470.73
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance*	\$ 21.58
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 582.17

*Includes Senior Center Bond Issue

**ZONE 15 – LAS POSADAS HOMES
(FUND 2432)**

ESTIMATED EXPENSES 2017-18

Water	\$ 3,400.00	
Electric	\$ 300.00	
Repairs and Replacements	\$ 355.00	
Landscape Maintenance	\$ 10,000.00	
Personnel	\$ 6,500.00	
Transfer to Reserve	<u>\$ 1,185.00</u>	
Total Expenses		\$21,740.00

ESTIMATED REVENUE 2017-18

Special Zone Assessment 2017-18	\$ 21,740.00	
Transfer From Reserve	\$ 0.00	
Transfer From General Fund	<u>\$ 0.00</u>	
Total Revenue		\$21,740.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2013	(\$827.00)
2014	(\$1,446.57)
2015	(\$2,658.00)
2016	(\$674.62)
2017	(\$1,490.00 est.)

Zone 15 Information

Number of lots to be assessed	<u>46</u>
LANDSCAPE COST PER LOT	\$ 472.61
Street Lighting Cost Per Lot *	\$ 30.44
City-wide Street Maintenance	\$ 21.58
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 584.05

*Includes Senior Center Bond Issue

**ZONE 16 – BUENA VISTA VILLAS
(FUND 2433)**

ESTIMATED EXPENSES 2017-2018

Water	\$ 3,100.00	
Electric	\$ 300.00	
Repairs and Replacements	\$ 4,100.00	
Landscape Maintenance	\$ 6,400.00	
Personnel	\$ 3,700.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$17,600.00

Estimated Revenue 2017-18

Special Zone Assessment 2017-18	\$ 14,600.00	
Transfer From Revenue	\$ 3,000.00	
Transfer From General Fund	<u>\$ 0.00</u>	
General Revenue		\$17,600.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2013	\$2,148.50
2014	\$3,186.40
2015	\$6,523.00
2016	\$10,046.36
2017	\$11,050.00 (est.)

Zone 16 Information

Number of lots to be assessed	<u>32</u>
LANDSCAPE COST PER LOT	\$ 456.25
Street Lighting Cost per Lot	\$ 30.44
Citywide Street Maintenance*	\$ 21.58
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 567.69

*Includes Senior Center Bond Issue

**ZONE 17 – CITRUS COLLECTION
(FUND 2434)**

ESTIMATED EXPENSES 2017-18

Water	\$ 4,200.00	
Electric	\$ 300.00	
Repairs and Replacements	\$ 2,000.00	
Landscape Maintenance	\$ 4,400.00	
Personnel	\$ 2,900.00	
Transfer to Reserve	\$ 0.00	
Total Expenses		\$13,800.00

ESTIMATED REVENUE 2017-18

Special Zone Assessment 2017-18	\$ 11,500.00	
Transfer From Reserve	\$ 2,300.00	
Transfer From General Fund	\$ 0.00	
Total Revenue		\$13,800.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2013	\$2,026.35
2014	\$2,691.54
2015	\$2,444.00
2016	\$4,871.51
2017	\$3,370.00 (est.)

Zone 17 Information

Number of lots to be assessed	<u>22</u>
LANDSCAPE COST PER LOT	\$ 522.73
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance *	\$ 21.58
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 634.17

*Includes Senior Center Bond Issue

**ZONE 18 – RIDGECREST ESTATES
(FUND 2435)**

ESTIMATED EXPENSES 2017-18

Fuel Modification	\$ 4,500.00	
Water	\$ 4,500.00	
Electric	\$ 400.00	
Repairs and Replacements	\$ 500.00	
Landscape Maintenance	\$ 6,200.00	
Debris Basins/Storm Drain System***	\$ 2,000.00	
Personnel	\$ 1,500.00	
Reserve/Contingency (15% max)	\$ 0.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$19,600.00

ESTIMATED REVENUE 2017-18

Special Zone Assessment 2017-18	\$10,500.00	
Transfer From Reserve	\$ 8,100.00	
Transfer From General Fund***	<u>\$ 1,000.00</u>	
Total Revenue		\$19,600.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND****

Fiscal Year Ending	Balance
2013	\$14,203.09
2014	\$14,203.09
2015	\$38,158.00
2016	\$55,017.50
2017	\$62,900.00 (est.)

Zone 18 Information

Number of lots to be assessed	<u>15</u>
LANDSCAPE COST PER LOT	\$ 700.00
Street Lighting Cost per Lot	\$ 30.44
Citywide Street Maintenance *	\$ 21.58
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 811.44

*Includes Senior Center Bond Issue

**Previously approved by Resolution 11-49.

***One half actual estimated cost, City general fund contributing one half for General benefit.

***Reserve Fund necessary for extraordinary debris removal from debris basins resulting from high intensity storms.



MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: CESAR MONSALVE, PARKS AND RECREATION DIRECTOR

SUBJECT: REQUEST FOR APPROVAL TO AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT BETWEEN THE CITY OF DUARTE AND DUARTE HISTORICAL SOCIETY

DATE: 6/12/17

Recommendation

Staff requests that the Council authorize the City Manager to sign a Memorandum of Understanding (MOU) (Attachment) agreement between the City of Duarte and the Duarte Historical Society (DHS) that will legally establish the City as the owner of the building located at Encanto Park, 777 Encanto Parkway and will pave the way for DHS to continue museum operations as a tenant of the building. Title will be fully vested to the City and building improvements and building maintenance and repairs will become the City's responsibility.

Discussion

During the fiscal year 2016-17 mid-year budget workshop, the DHS made a request to the City Council to draft a new MOU between DHS and the City and for the City to assume ownership of the museum building and assume maintenance and repairs costs. As a mid-year budget adjustment item, the Council approved the allocation of \$7,000 based on the City's estimate for upgrades needed to bring the museum building up to building and safety codes for a City facility and to coincide with the drafting of a new MOU between both parties.

The Duarte Historical Society has been in existence in one form or another since 1957. In 1991 DHS moved into its current building location at Encanto Park; into a historically significant home that was donated and deeded to the DHS and moved to the park location. As the Council was made aware during the mid-year budget discussions, DHS was experiencing significant difficulties with the cost for upkeep and maintenance repairs to the building and determined that the long-term viability of operating the museum was in jeopardy. This new MOU addresses these issues and by not being responsible for building repairs and maintenance costs, will provide the DHS with the long-term funding needed to continue to operate the museum and oversee the curation and displaying of the historical collection.

Fiscal Impact/Conclusion

Other than the initial one time approximate \$7,000 already allocated for immediate upgrades, there will be annual utility costs and there will be other longer term

maintenance and repairs costs as can be expected for any City facility. If the MOU is approved the transfer of utilities billing will be changed to the City. Annual maintenance and utilities costs will initially be estimated to be \$7,000. There are several longer-term potential maintenance and repairs projects that may be needed in the future and a long-term Maintenance and Repairs Projects List will be created and an estimated timeline with project expenses will be added. This list will be included in future City general budget presentations to the Council. Potential future needs may include new flooring throughout the building, interior and exterior painting, electrical and plumbing needs, future termite preventative treatment and abatement and other potential projects associated with an older wooden structure.

Attachment: MOU Agreement

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF DUARTE AND DUARTE HISTORICAL SOCIETY & MUSEUM

This MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF DUARTE and DUARTE HISTORICAL SOCIETY & MUSEUM ("MOU") is made and entered into between the City of Duarte, a municipal corporation ("City") and the Duarte Historical Society & Museum, a California corporation ("DHS") as of June _____, 2017. City and DHS are each referred to herein individually from time to time as a "Party" and collectively, as the "Parties".

RECITALS

A. DHS has been in existence for many years and operates the Duarte Historical Museum (DHM) building located at 777 Encanto Parkway, Duarte, CA 91010. The DHM building is located on a larger piece of property owned by the City, and presently used as Encanto Park (the "Property"). The Property is more specifically described in the legal description attached hereto as Exhibit "A."

B. The Property includes the site of the Duarte Historical Museum, as well as other public park improvements. City has owned the Property since 1986, having acquired it by way of a purchase from the General Services Administration of the State of California. DHS and the City entered into an agreement whereby a building of historical significance was acquired by DHS, and relocated from its original location to a portion of the Property. That building is presently being used as the Duarte Historical Museum. DHS has encountered difficulties in the upkeep and maintenance of the DHM building, such that the long-term viability of the museum was threatened. DHS has indicated its interest in operating the DHM as a City of Duarte independent contractor, and serving as the official historian of the City of Duarte, but the Parties wish to fully vest title to the building improvements and the maintenance responsibilities of same to the City.

C. The City agrees to assume full ownership of the DHM building, which will henceforth be listed as a City Facility, and City will assume all responsibilities associated with the maintenance and repairs of the building unless otherwise specified in this MOU. The City's public purpose in accepting the ownership and maintenance of the DHM building is to continue to provide DHS and the Duarte public with a building where museum operations may continue, and DHS can conduct museum operations including but not limited to, collections management, care and preservation of collections, acquisitions and displays.

AGREEMENT

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

1. Quitclaim Deed for Museum Building. On or before thirty (30) days following the execution of this MOU by both parties, DHS shall deliver to the City in fully executed and notarized form, suitable for recording in the office of the Los Angeles County Recorder, a Quitclaim deed in substantially the form attached hereto as Exhibit "B," relinquishing any and all right, title or interest in the DHM building site, and any other interest in or to the Property.

2. Operation of Museum. In consideration of the City of Duarte accepting the continuing building and maintenance responsibility therefor, DHS shall operate the DHM as an independent contractor to the City, in a manner consistent with principles set forth in DHS Official By-laws, rules and regulations, and in accordance with City of Duarte Municipal Codes, and City of Duarte Community Facilities Administrative Policies and Procedures. Apart from the cooperation in the operation of the DHM and coordination of maintenance as described hereunder, DHS shall receive no compensation or further remuneration from the City for the services it provides hereunder.

3. DHS Responsibilities. In furtherance of the foregoing, DHS will do all the following:

a. As the City's independent contractor, manage, operate and staff the DHM building for public use at such hours and times as mutually agreed upon by DHS and the City. If the need for extensive repairs and maintenance, or installation, removal, or changing of exhibits or exhibited materials requires an extended time for building closure from public use, the parties shall meet and confer and efforts will be made to the satisfaction of both to notify the public in advance of the closure. Every reasonable and practicable effort will be made to minimize disruptions to the DHM operation, and its availability to the public.

b. Provide, on a twenty-four hour a day, seven day per week basis, historical information on the web at www.duartehistory.org.

c. Conduct museum operations without City financial or other assistance, including but not limited to management, care and preservation of collections, acquisitions and displays and all that is associated with displaying collections including displays on loan, and appropriate staffing. DHS shall be responsible for all required office supplies and ancillary costs required to operate the DHM including but not limited to postage, stationary, paper, printing, website management, annual dues, exhibit display furniture, operations furniture including chairs, desks, files, computers and software etc.

d. Complete regular facility custodial maintenance as needed to the standards established by the City's Facilities Maintenance Division's custodial practices for public facility use.

e. Pending availability of staff and/or volunteers, provide support for a variety of community events annually, in consultation and conjunction with the City of Duarte Parks and Recreation Department.

f. Actively promote the use of the DHM facility to the public, access users, and utilize cable and internet communications through a variety of methods including but not limited to community networking events, cable scroll, press releases, access programming and a regularly updated website.

g. Request DHM building facility maintenance repairs in writing on an official City Request for Service Form, which can be submitted in person or email. DHS understands that the City will prioritize requests from tenants and City operations sites with regard to patron and staff safety first, available staffing and budget and priority of both need and timing of requests.

h. Secure a waiver, in a form acceptable to the City Attorney, from all persons or entities who exhibit, loan, consign, or otherwise temporarily transfer items whose market value is in excess of twenty thousand dollars (\$20,000.00) to DHS for display, exhibition, storage, or otherwise, waiving and holding the City harmless from any claims for loss, spoilage, injury or damage to such items and specifically acknowledging the City's disclaimer of liability therefor.

4. Publicity Support. The City shall provide information about DHM on the City of Duarte website where a link will be added from the Parks and Recreation Department pages. The City will add the DHM building to its list of facilities in promotional materials, including but not limited to the Duarte City News quarterly publication.

5. Priority Repairs and Facility Maintenance. Subject to available budget and staffing of City, on or before two (2) years following the execution of this MOU by both parties, City will complete certain agreed immediate upgrades to the DHM building, including but not limited to duct work improvements, emergency lighting, outside crawlspace upgrades, interior door handle replacements, some ADA updating to restrooms and GFI outlets installation. A deferred projects list and timeline will be created for potential future improvements and City will accept DHS input for project consideration.

6. Utilities. The City will pay all charges for utilities serving the DHM building, including phone, alarms, gas, internet, electrical and water bills.

7. Additional Assurances; Inspections. DHS shall maintain the DHM building in first-class condition, in clean and good working order, and shall return to City, upon City's request, any goods or equipment purchased with City funds or loaned by the City. DHS shall provide additional reasonable assurances as City may request from time to time including standard indemnification agreements, and the provision of commercially reasonable insurance. The City will reserve the right to enter and inspect the property upon reasonable prior notice unless there is a maintenance emergency as determined by the City. DHS shall before July 30th of every year, provide the City with a detailed financial status report that will include disclosure of donations, grants and all expenditures and revenues for the previous fiscal year.

8. No Liens to Be Permitted on DHM Building or the Property. DHS shall at all times indemnify, defend, and hold City and the Property, free, clear and harmless from any claims, liens, demands, charges, encumbrances or litigation arising directly or indirectly out of all use, occupancy or activity of DHS, or out of any work performed, material furnished, or obligations incurred by DHS in, upon, about or otherwise in connection with the Property, and shall pay or cause to be paid for all work performed and material furnished to the Property 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. City shall not be responsible for any damages or liabilities to the extent caused by the negligence or willful misconduct of DHS 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 MOU as to claims arising or accruing prior to the expiration or termination of this MOU.

9. Indemnification. CITY and its elected and appointed boards, officials, officers, agents, employees, and volunteers (individually and collectively, "INDEMNITEES") shall have

no liability to DHS or any other person for, and DHS shall indemnify, defend, and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of DHS's activities of or in any way relating to this MOU, or by the negligent or willful acts or omissions of DHS, its elected and appointed boards, officials, officers, agents, employees, subcontractors, and volunteers, committed in performing or in any way relating to this MOU. If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which DHS has agreed to indemnify INDEMNITEES as provided above, DHS upon notice from CITY, shall defend INDEMNITEES at DHS's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The foregoing shall survive the expiration or earlier termination of this MOU as to claims arising or accruing prior to the expiration or termination of this MOU.

10. Insurance. Without limiting DHS's indemnification obligations or obligations to obtain waivers as set forth in this MOU, DHS shall procure and maintain, at its sole cost and expense, during the entire term of this MOU 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) if applicable, Worker's Compensation insurance providing statutory benefits as required by California law. Insurance policies shall be endorsed to name City and its officers, officials, employees, agents, and representatives as additional insureds. No work or services under this MOU shall commence until DHS has provided the City with Certificates of Insurance evidencing the above insurance coverages and said Certificates of Insurance are reasonably approved by the City. Certificates are to reflect that the insurer 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, DHS shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Paragraph. DHS agrees to provide immediate notice to City of any claim or loss against DHS arising out of the work performed under this MOU. 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.

11. Termination; Assignment: This MOU may not be assigned by DHS to any other party without the City's consent, and may be terminated by the City at any time upon sixty (60) days prior written notice.

12. Dissolution of DHS and MOU Termination: If the DHS votes to dissolve as an organization, the City will agree to follow the DHS bylaws for the disposition of Historical Museum assets under Article 13: 13.1 that states, "the board shall first identify an incorporated 501 (c) (3) eligible organization with a mission to encourage the collection and preservation of historic artifacts which shall be able and willing to provide, for a period of at least (5) years, secure storage, access for researchers and the possibility of display, for items or objects to be donated from the DHS collection. The organization shall be contacted and requested to consider taking

possession of all items contained in the inventory of the collection at the time of dissolution. The board shall select a successor to the collection based on geographic location and/or functional interest in the history of the City of Duarte and the San Gabriel Valley.” The City agrees to allow DHS 6-months for this process to be completed.

13. No Agency; Independent Board of Directors: DHS is not an agent, employee, or party otherwise affiliated with the City, and enters into this transaction at arms-length as an independent contractor. DHS shall actively seek and recruit members of the public to serve on its Board of Directors.

14. Notices: Notices to DHS shall be addressed to “Duarte Historical Society & Museum – Attn: President – Post Office Box 263, Duarte, CA 91009-0263.” Notices to City shall be addressed to City Manager, 1600 Huntington Drive, Duarte, CA 91010.” Any party may change its addressee for notice by giving written notice to the other party at any time.

15. Entire Agreement: This MOU is the entire agreement of the parties and supersedes all other prior agreements either written or oral. The MOU may be amended only by written agreement executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this MOU to be effective as of the Effective Date.

**DUARTE HISTORICAL SOCIETY & MUSEUM,
a California corporation**

By: _____

its Board President

CITY OF DUARTE

By: _____

Darrell J. George, City Manager

ATTEST:

Marla Akana, City Clerk

APPROVED AS TO FORM:

David B. Cosgrove, City Attorney

EXHIBIT A

PROPERTY LEGAL DESCRIPTION AND PLAT

Legal Description:

A parcel of land situate in the City of Inglewood, County of Los Angeles, State of California, being that portion of Rancho Azusa de Duarte, as shown on map recorded in Book 2, pages 580 and 581 of Patents, in the Office of the Recorder of said County; and that portion of Lot 4 of Section 28 in the subdivision of the Rancho Azusa de Duarte as per map recorded in Book 6, pages 80 to 81, inclusive, of Miscellaneous Records in the office of said County Recorder; and also a portion of a strip of land 100 feet in width formerly known as the Pacific Electric Railway Company parcel of land conveyed to the Los Angeles Interurban Railway Company by deed recorded in Book 2651, page 210 of Deeds, records of said County; being more particularly described as follows:

Commencing at the SE corner of said Lot 4; thence S. 85° 21' 35" W. along the S'y line of said lot 250.06 feet to the TRUE POINT OF BEGINNING of this description; thence N. 25° 11' 23" E. 581.85 feet to the SW corner of land described in deed recorded in Book 107, page 107 of Deeds, Records of said County; thence N. 88° 37' 02" E. 774.02 feet; thence S. 40° 44' 35" W. 923.87 feet to the beginning of a tangent curve concave SE'y and having a radius of 2090 feet; thence SW'y along said curve through a central angle of 60° 34' 25" a distance of 233.71 feet; thence tangent to said curve S. 34° 19' 51" W. 347.43 feet to a point, said point being distant N. 77° 04' 36" W. 1347.57 feet along the W'y prolongation of the centerline of the 100 foot wide portion of the right-of-way of the Pacific Electric Railway Company described in parcel THIRD of said deed with the intersection of the E'y line of the Rancho Azusa de Duarte, as shown on County Surveyor's Map 2-481, Sheets 1 and 2, on file in the Office of the County Surveyor of said County; thence N. 18° 01' 00" W. 40.76 feet; thence N. 33° 46' 40" W. 520.83 feet to the TRUE POINT OF BEGINNING.

Containing 11.40 acres, more or less.

LEGAL DESCRIPTION - EXHIBIT "A"

EXHIBIT A

PROPERTY LEGAL DESCRIPTION AND PLAT

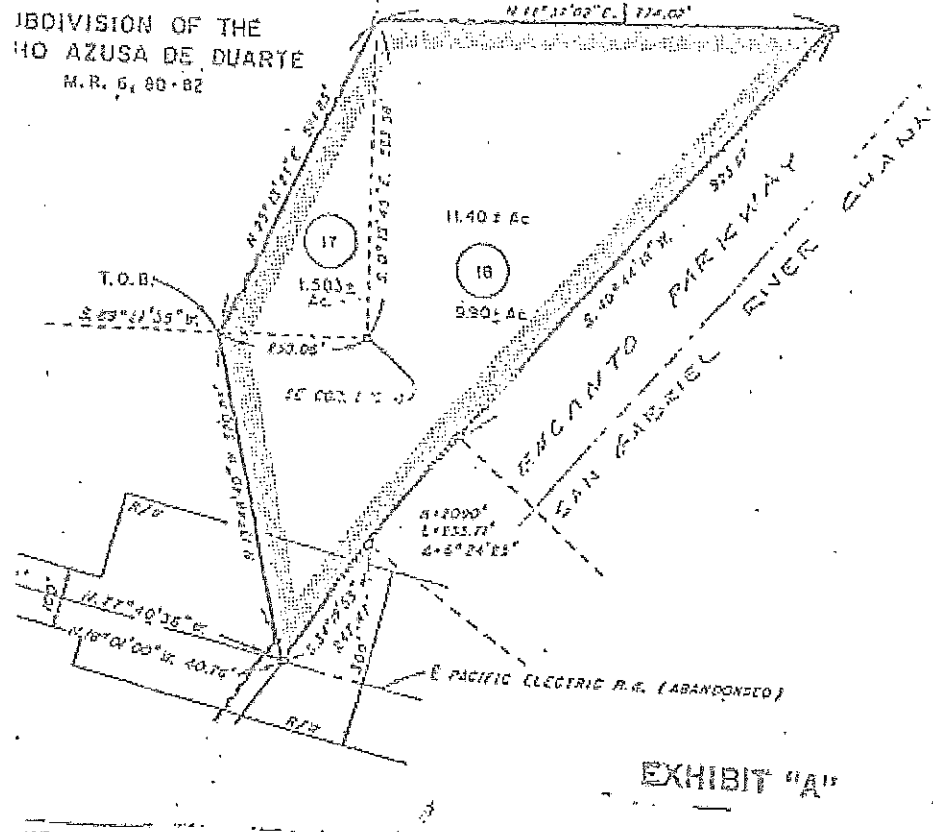


EXHIBIT B

FORM OF QUITCLAIM DEED

Recording Requested By:

CITY OF DUARTE

and When Recorded Mail To:

City of Duarte

Attn: Marla Akana, City Clerk

1600 Huntington Drive

Duarte, CA 90503

APN: _____

(Space above for Recorder's Use)

*Exempt from Recording Fee Pursuant to Government Code § 6103
Exempt from Documentary Transfer Tax Pursuant to R&T Code § 11922*

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Duarte Historical Society & Museum, a California corporation ("Grantor") does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the CITY OF DUARTE, a municipal corporation all right title and interest in and to that parcel of real property in the City of Duarte, County of Los Angeles, State of California, described in Exhibit "A" hereto, including any and all leasehold interest, title and interest in and to the improvements pertaining to the realty which are attached or affixed in any manner to such described real property specifically including, but not limited to, the single family residence currently maintained and operated as the Duarte Historical Museum.

Grantor for itself, its heirs, representatives and assigns covenants and warrants that: 1) Grantor has full legal authority to convey such Improvements Pertaining to the Realty to the City, and does not require the consent or permission from any other person or entity to lawfully do so; and 2) Grantor will defend the title and quiet enjoyment of the real property described above, including all Improvements Pertaining to the Realty, against all demands and claims of all persons.

SEE EXHIBIT "A" ATTACHED HERETO AND
BY THIS REFERENCE MADE A PART HEREOF

IN WITNESS WHEREOF, the Grantor hereto has caused this Quitclaim Deed to be executed as of this _____ day of _____, 2017.

**DUARTE HISTORICAL SOCIETY & MUSEUM,
a California corporation**

By: _____

its Board President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, 2017, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

PROPERTY LEGAL DESCRIPTION AND PLAT

Legal Description:

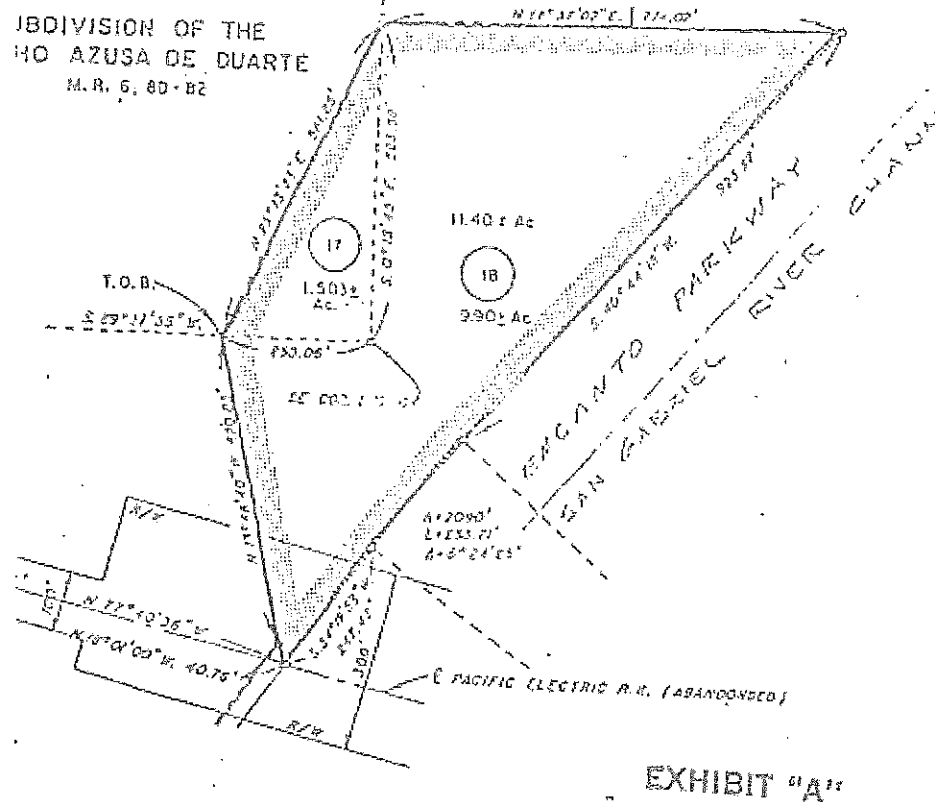
A parcel of land situate in the City of Inglewood, County of Los Angeles, State of California, being that portion of Rancho Azusa de Duarte, as shown on map recorded in Book 2, pages 550 and 551 of Patents, in the Office of the Recorder of said County; and that portion of Lot 4 of Section 20 in the subdivision of the Rancho Azusa de Duarte as per map recorded in Book 6, pages 80 to 82, inclusive, of Miscellaneous Records in the Office of said County Recorder; and also a portion of a strip of land 100 feet in width formerly known as the Pacific Electric Railway Company parcel of land conveyed to the Los Angeles Interurban Railway Company by deed recorded in Book 2651, page 210 of Deeds, records of said County; being more particularly described as follows:

Commencing at the SE corner of said Lot 4; thence S. 89° 21' 35" W. along the S'ly line of said lot 250.06 feet to the TRUE POINT OF BEGINNING of this description; thence N. 25° 13' 23" E. 521.85 feet to the SW corner of land described in deed recorded in Book 107, page 363 of Deeds, Records of said County; thence N. 65° 37' 02" E. 774.02 feet; thence S. 40° 44' 18" W. 923.67 feet to the beginning of a tangent curve concave SE'ly and having a radius of 2393 feet; thence SW'ly along said curve through a central angle of 60° 24' 25" a distance of 233.71 feet; thence tangent to said curve S. 34° 19' 53" W. 247.47 feet to a point, said point being distant N. 77° 04' 36" W. 1567.57 feet along the N'ly prolongation of the centerline of the 100 foot wide portion of the right-of-way of the Pacific Electric Railway Company described in parcel THIRD of said deed with the intersection of the E'ly line of the Rancho Azusa de Duarte, as shown on County Surveyor's Map B-481, Sheets 1 and 2, on file in the Office of the County Surveyor of said County; thence N. 18° 01' 00" E. 40.26 feet; thence N. 35° 48' 40" W. 520.85 feet to the TRUE POINT OF BEGINNING.

Containing 11.50 acres, more or less.

LEGAL DESCRIPTION - EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION AND PLAT





CITY COUNCIL STAFF REPORT

DATE: JUNE 13, 2017

TO: HONORABLE MAYOR AND DUARTE CITY COUNCIL

FROM: DAVID F. EOFF IV, ASSOCIATE PLANNER

SUBJECT: AUTHORIZATION OF PARTICIPATION IN PROPERTY ASSESSED CLEAN ENERGY (PACE) LENDING PROGRAMS

SUMMARY

Staff recommends that City Council adopt the attached resolutions authorizing the City of Duarte's participation in four Property Assessed Clean Energy (PACE) programs that will provide alternative methods for Duarte property owners to finance energy-related improvements. PACE was enabled by Assembly Bill 811 (AB 811). It allows property owners to finance various types of energy-efficiency, renewable energy, and water efficiency projects through amortized annual assessments that are included on the property owner's tax bills.

Staff has invited representatives from each of the proposed programs to the meeting to address detailed related questions.

BACKGROUND

Assembly Bill 811 (AB 811) allows residential and commercial property owners an ability to finance a variety of energy efficient and water conservation projects that can be repaid through assessments on their annual property tax bill. This method of financing is known as the PACE program - Property Assessed Clean Energy. Participants in the PACE program are given a loan from a qualifying lender that is paid through a voluntary contractual assessment, or a special tax, collected together with their property taxes. PACE helps property owners incorporate energy saving improvements into their property while deferring often-high upfront cost. The loans are paid over a period of time, ranging from 10 to 30 years. In return energy costs are lowered and the property owner typically sees a net savings. Additionally, the loans are attached to the property instead of belonging to the individual. In some cases the loan can remain with the property when it is sold and be paid off by the new property owner. Only property owners who choose to participate will have the PACE assessments or special taxes placed on their property.

PACE loans are overseen by Joint Powers Authority (JPA) through program administrators. The administrators assist property owners with funding and consumer protection, and support contractors with certification, marketing, and administrative needs. JPA also provides all assessment administration, bond issuance, and bond administrations for their PACE programs. The City of Duarte will not be a party to any loans or any assessment proceedings. The City of Duarte will also not be responsible for any assessment levy's, delinquencies, or the issuance, sale, guarantee, or administration of any bonds associated with PACE programs.

The City of Duarte currently participates in the HERO PACE program. The additional lending providers requesting approval to offer financing options in the City of Duarte are: CMFA Open Pace, CSCDA Open Pace, CEDA Figtree Financing, and GFSA Ygrene Works. Each of the PACE programs provide full service administration – application procedures, origination, underwriting, funding, loan servicing, legislative compliance responsibilities, and more are handled by the JPA overseeing the PACE program. No services are provided by the City (*there is no City obligation associated with authorization of the PACE programs*). Additionally, there is no need for City staff support, or internal City management. The City will have no administrative responsibilities, marketing obligations, or financial obligations associated with PACE program.

By adopting the proposed resolutions, the City Council will be authorizing Duarte property owners to participate in any of the PACE program providers listed below. Authorizing multiple PACE providers in the City would create a steady competition that will allow property owners to shop for the best rates and services through each provider. Authorizing multiple providers also provides increased alternatives to financing energy efficient upgrades and more opportunities for property owners to save of utility costs.

The following is a brief description of the each of the programs requesting approval.

CMFA Open Pace

The California Municipal Finance Authority (CMFA) is a Joint Powers Authority formed to assist local governments, non-profit organizations and businesses by promoting economic, cultural and community development, with the financing of economic development and charitable activities throughout California. To date, over 250 municipalities have become members of the CMFA.

As part of its economic and community development, the CMFA along with its current Program Administrators, Energy Efficient Equity, Inc. (E3); BlueFlame PACE Services LLC; OnPACE Energy Solutions, LLC; and Structured Finance Associates, LLC; are offering PACE financing for residential and commercial property owners in its member territories. By providing a variety of PACE administrators, CMFA has created a “competition” model that will allow administrators to compete for the customer’s business, which in return potentially lowers costs and improves customer service. The open model allows residential and commercial property owners to consider a variety of factors from the different administrators such as finance terms, conditions of approval, eligibility, etc. Additionally, multiple administrators also ensure that financing options will remain available if one or more providers ceases to operate.

Adoption of **Resolution 17-R-35** (Exhibit A) authorizes CMFA to offer their program and levy assessments within the City of Duarte.

CSCDA Open Pace

The California Statewide Communities Development Authority (CSCDA), one of the largest JPA’s in California is sponsored by the League of California Cities and the California State Association of Counties. Through the CSCDA Open Pace program, qualifying projects are available and funded to both residential and commercial property owners.

Similar to CMFA, CSCDA uses the open PACE method in order to offer members turn-key PACE solutions that provide residential and commercial property owners the choice among prequalified PACE financing providers. This creates competition on terms, service and interest rates and gives the property owner a chance to choose the best provider. CSCDA Open PACE provides the following program administrators for property owners to choose from: AllianceNRG Program, PACE Funding, CaliforniaFIRST, Clean Fund Commercial PACE Capital, and Spruce Finance.

Adoption of **Resolution 17-R-36** authorizes CSCDA to offer their program and levy assessments within the City of Duarte.

CEDA Figtree Financing

Figtree is one of the leading private PACE financing companies operating in the United States today. Over 100 municipalities throughout California have already joined the Figtree program which is offered through its JPA partner the California Enterprise Development Authority (CEDA), which was created by the California Association for Local Economic Development (CALED). Together Figtree and CEDA offer the program as a complete turn-key PACE solution without cost to the City.

The Figtree PACE program provides 100% upfront financing to residential and commercial property owners for a wide range of eligible property improvements. Repayment is made through an owner's annual property payment with flexible repayment terms ranging from 5 to 20 years. PACE may also allow payments to be passed on to a new property owner if the property is sold before the PACE financing is paid in full. If a property owner chooses to participate, the installed improvements will be financed by the issuance of bonds by CEDA. The bonds are secured by a voluntary contractual assessment levied on such owner's property, with no recourse to the local government or other participating jurisdictions. Participation in the program is 100% voluntary. Property owners who wish to participate in the program agree to repay the amount borrowed through the voluntary contractual assessment collected together with their property taxes.

Adoption of **Resolution 17-R-37** (Exhibit C) authorizes the City of Duarte to join CEDA as an associate member, and authorizes CEDA to offer their program and levy assessments within the City of Duarte.

GSFA – Ygrene Works Program

The Ygrene Works program is offered through the Golden State Finance Authority (GSFA). GSFA contracts with Ygrene to serve as the program administrator to operate the Ygrene Works for California PACE financing program. Financing options are available to both residential and commercial property owners through two types of PACE programs. GSFA formed and validated PACE programs through AB 811, similar to the other provides, and also through SB 555. Unlike AB 811, SB 555 allows the creation of Community Facilities Districts ("CFDs") for the purpose of financing or refinancing the acquisition, installation and improvement of energy efficiency improvements and seismic improvements. Individual properties can be annexed into a CFD and be subject to the special tax that is imposed to repay project financing.

GSFA has SB 555 Pace program has been fully operation since August of 2015, providing financing for commercial and residential properties, and non-profit organizations. GSFA chose to form, validate and maintain both the SB 555 and AB 811 programs offerings. Should market conditions, consumer demand and/or legislative changes affect one PACE program more than another, GSFA has the flexibility to offer the program that best supports GSFA's vision of service without any interruption to participating counties and cities and their property owners.

Adoption of two resolutions are required for GSFA:

Resolution 17-R-38 (Exhibit D) authorizes GSFA to offer their program as implemented under AB 811, and join GSFA as an associate member; **Resolution 17-R-39** (Exhibit E) authorizes the City of Duarte to offer the program as implemented under SB 555 and join GSFA as an associate member.

RECOMMENDATION

Staff recommends the City Council adopt Resolution 17-R-35 through Resolution 17-R-39, authorizing City participation in the PACE programs and authorizing City membership to additional JPA's as noted in the report.

Respectfully Submitted,



David F. Eoff IV
Associate Planner

Attachments

- Exhibit A: Resolution 17-R-35 (Authorizing participation in CMFA Open Pace Program AB 811)
- Exhibit B: Resolution 17-R-36 (Authorizing participation in CSCDA Open Pace Program AB 811)
- Exhibit C: Resolution 17-R-37 (Authorizing City membership to CEDA JPA and participation in CEDA Figtree Financing Pace Program AB 811)
- Exhibit D: Resolution 17-R-38 (Authorizing participation in GSFA Ygrene Works PACE Program AB 811 and City membership to GSFA JPA)
- Exhibit E: Resolution 17-R-39 (Authorizing participation in GSFA Ygrene Works PACE Program SB 555 and City membership to GSFA JPA)

RESOLUTION NO. 17-R-35

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

WHEREAS, the California Municipal Finance Authority (the “Authority”) is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of Duarte (the “City”); and

WHEREAS, the Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CMFA Open PACE, consisting of CMFA Open PACE programs each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the “Programs”), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the “Improvements”) through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code (“Chapter 29”) within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

WHEREAS, the program administrators currently active in administering Programs are Energy Efficient Equity, Inc.; BlueFlame PACE Services LLC; OnPACE Energy Solutions, LLC; and Structured Finance Associates, LLC; and the Authority will notify the City in advance of any additions or changes; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property (“Participating Property Owners”) within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

WHEREAS, the territory within which assessments may be levied for the Programs shall include all of the territory within the City’s official boundaries; and

WHEREAS, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale, administration repayment or guarantee of any bonds issued in connection with the Programs;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Duarte as follows:

Section 1. This City Council hereby finds and declares that the foregoing recitals are true and correct.

Section 2. This City Council hereby finds and declares that properties in the territory of the City will benefit from the availability of the Programs within the territory of the City and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

Section 3. In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the City and the issuance of bonds to finance or refinance Improvements; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale, administration, repayment or guarantee of any bonds issued in connection with the Programs.

Section 4. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

Section 5. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4)).

Section 6. This Resolution shall take effect immediately upon its adoption. The City Clerk shall certify to the adoption of this Resolution and transmit a certified copy of this resolution to the Financial Advisor of the Authority at: California Municipal Finance Authority, 2111 Palomar Airport Road, Suite 320, Carlsbad, California 92011, Attn: Travis Cooper.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Duarte at a regular meeting held on the 13th day of June 2017.

Mayor Margaret Finlay

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution 17-R-35 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 13th day of June, 2017, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California

RESOLUTION NO. 17-R-36

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

WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of Duarte (the “City”); and

WHEREAS, the Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CSCDA Open PACE, consisting of CSCDA Open PACE programs each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the “Programs”), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the “Improvements”) through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code (“Chapter 29”) within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

WHEREAS, the program administrators currently active in administering Programs are the AllianceNRG Program (CounterPointe Energy Solutions (CA) LLC), PACE Funding Group LLC, CaliforniaFirst (Renew Financial Group LLC), CleanFund Commercial PACE Capital and Spruce Pace LLC and the Authority will notify the City in advance of any additions or changes; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property (“Participating Property Owners”) within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

WHEREAS, the territory within which assessments may be levied for the Programs shall include all of the territory within the City’s official boundaries; and

WHEREAS, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Duarte as follows:

Section 1. This City Council hereby finds and declares that properties in the territory of the City will benefit from the availability of the Programs within the territory of the City and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

Section 2. In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the City and the issuance of bonds to finance or refinance Improvements; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

Section 3. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

Section 4. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

Section 5. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority at: Secretary of the Board, California Statewide Communities Development Authority, 1400 K Street, Sacramento, CA 95814.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Duarte at a regular meeting held on the 13th day of June 2017.

Mayor Margaret Finlay

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution 17-R-36 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 13th day of June, 2017, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California

RESOLUTION NO. 17-R-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, APPROVING ASSOCIATE MEMBERSHIP BY THE CITY IN THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY; AUTHORIZING AND DIRECTING THE EXECUTION OF AN ASSOCIATE MEMBERSHIP AGREEMENT RELATING TO ASSOCIATE MEMBERSHIP OF THE CITY IN THE AUTHORITY; AUTHORIZING THE CITY TO JOIN THE FIGTREE PACE PROGRAM; AUTHORIZING THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY TO CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY OF DUARTE; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the City of Duarte California (the "City"), a municipal corporation, duly organized and existing under the Constitution and the laws of the State of California; and

WHEREAS, the City, upon authorization of the City Council, may pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, commencing with Section 6500 (the "JPA Law") enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them; and

WHEREAS, the City and other public agencies wish to jointly participate in economic development financing programs for the benefit of businesses and nonprofit entities within their jurisdictions offered by membership in the California Enterprise Development Authority (the "CEDA") pursuant to an associate membership agreement and Joint Exercise of Powers Agreement Relating to the California Enterprise Development Authority (the "Agreement"); and

WHEREAS, under the JPA Law and the Agreement, CEDA is a public entity separate and apart from the parties to the Agreement and the debts, liabilities and obligations of CEDA will not be the debts, liabilities or obligations of the City or the other members of the Authority; and

WHEREAS, the form of Associate Membership Agreement (the "Associate Membership Agreement") between the City and CEDA is attached; and

WHEREAS, the City is willing to become an Associate Member of CEDA subject to the provisions of the Associate Membership Agreement.

WHEREAS, CEDA has adopted the Figtree Property Assessed Clean Energy (PACE) and Job Creation Program (the "Program" or "Figtree PACE"), to allow the financing of certain renewable energy, energy efficiency, seismic retrofits, electric vehicle charging infrastructure, and water efficiency improvements (the "Improvements") through the levy of contractual

assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29"), and the issuance of improvement bonds or other evidences of indebtedness (the "Bonds") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 et seq.) (the "1915 Act") upon the security of the unpaid contractual assessments; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property ("Participating Parcel") within its jurisdiction ("Participating Property Owners") to participate in Figtree PACE, and to allow CEDA to conduct assessment proceedings under Chapter 29 and to issue Bonds under the 1915 Act to finance the Improvements; and

WHEREAS, CEDA will conduct assessment proceedings under Chapter 29 to establish an assessment district (the "District") and issue Bonds under the 1915 Act to finance Improvements; and

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by CEDA in connection with such assessment proceedings (the "ROI"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, said ROI sets forth the territory within which assessments may be levied for Figtree PACE which territory shall be coterminous with the City's official boundaries of record at the time of adoption of the ROI (the "Boundaries"); and

WHEREAS, pursuant to Chapter 29, the City authorizes CEDA to conduct assessment proceedings, levy assessments, pursue remedies in the event of delinquencies, and issue bonds or other forms of indebtedness to finance the Improvements in connection with Figtree PACE; and

WHEREAS, to protect the City in connection with operation of the Figtree PACE program, Figtree Energy Financing, the program administrator, has agreed to defend and indemnify the City; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies, the issuance, sale or administration of the bonds or other indebtedness issued in connection with Figtree PACE.

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

Section 1. The City Council hereby specifically finds and declares that the actions authorized hereby constitute public affairs of the City. The City Council further finds that the statements, findings and determinations of the City set forth in the preambles above are true and correct.

Section 2. The Associate Membership Agreement presented to this meeting and on file with the City Clerk is hereby approved. The Mayor of the City, the City Manager, the City Clerk and other officials of the City are each hereby authorized and directed, for and on behalf of the City, to execute and deliver the Associate Membership Agreement, included as Exhibit C, in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. The officers and officials of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate, carry out, give effect to and comply with the terms and intent of this resolution and the Associate Membership Agreement. All such actions heretofore taken by such officers and officials are hereby confirmed, ratified and approved.

Section 4. Good Standing. The City is a municipal corporation and in good standing.

Section 5. Public Benefits. On the date hereof, the City Council hereby finds and determines that the Program and issuance of Bonds by CEDA in connection with Figtree PACE will provide significant public benefits, including without limitation, savings in effective interest rates, bond preparation, bond underwriting and bond issuance costs and reductions in effective user charges levied by water and electricity providers within the boundaries of the City.

Section 6. Appointment of CEDA. The City hereby appoints CEDA as its representative to (i) record the assessment against the Participating Parcels, (ii) administer the District in accordance with the Improvement Act of 1915 (Chapter 29 Part 1 of Division 10 of the California Streets and Highways Code (commencing with Section 8500 et seq.) (the "Law"), (iii) prepare program guidelines for the operations of the Program and (iv) proceed with any claims, proceedings or legal actions as shall be necessary to collect past due assessments on the properties within the District in accordance with the Law and Section 6509.6 of the California Government Code. The City is not and will not be deemed to be an agent of Figtree or CEDA as a result of this Resolution.

Section 7. Assessment Proceedings. In connection with Figtree PACE, the City hereby consents to the special assessment proceedings by CEDA pursuant to Chapter 29 on any property within the Boundaries and the issuance of Bonds under the 1915 Act, provided that:

- (1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI;
- (2) The Participating Property Owners, who shall be the legal owners of such property, voluntarily execute a contract pursuant to Chapter 29 and comply with other

applicable provisions of California law in order to accomplish the valid levy of assessments; and

- (3) The City will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies in such assessment payments, or the issuance, sale or administration of the Bonds in connection with Figtree PACE.

Section 8. Program Report. The City Council hereby acknowledges that pursuant to the requirements of Chapter 29, CEDA has prepared and will update from time to time the "Program Report" for Figtree PACE (the "Program Report") and associated documents, and CEDA will undertake assessment proceedings and the financing of Improvements as set forth in the Program Report.

Section 9. Foreclosure. The City Council hereby acknowledges that the Law permits foreclosure in the event that there is a default in the payment of assessments due on a property. The City Council hereby designates CEDA as its representative to proceed with collection and foreclosure of the liens on the defaulting properties within the District, including accelerated foreclosure pursuant to the Program Report.

Section 10. Indemnification. The City Council acknowledges that Figtree has provided the City with an indemnification agreement, as shown in Exhibit B, for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents. The City Council hereby authorizes the appropriate officials and staff of the City to execute and deliver the Indemnification Agreement to Figtree.

Section 11. CEQA. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act ("CEQA"), because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4)).

Section 12. Effective Date. This Resolution shall take effect immediately upon its adoption. The City Clerk shall certify to the adoption of this Resolution and is hereby authorized and directed to transmit a certified copy of this resolution to Figtree Energy Financing.

Section 13. Costs. Services related to the formation and administration of the assessment district will be provided by CEDA at no cost to the City.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Duarte at a regular meeting held on the 13th day of June 2017.

Mayor Margaret Finlay

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution 17-R-38 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 13th day of June, 2017, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California

EXHIBIT A

CEDA Resolution of Intention

**RESOLUTION OF THE CALIFORNIA ENTERPRISE DEVELOPMENT
AUTHORITY DECLARING INTENTION TO FINANCE INSTALLATION OF
DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY
EFFICIENCY, SEISMIC RETROFITS, ELECTRIC VEHICLE CHARGING
INFRASTRUCTURE, AND WATER EFFICIENCY IMPROVEMENTS IN THE
CITY OF _____**

WHEREAS, the California Enterprise Development Authority ("CEDA") is a joint powers authority authorized and existing pursuant to Joint Powers Act (Government Code Section 6500 et seq.) and that certain Joint Exercise of Powers Agreement (the "Agreement") dated as of June 1, 2006, by and among the cities of Eureka, Lancaster and Selma; and

WHEREAS, CEDA is authorized under the Agreement and Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California and in accordance with Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California ("Chapter 29") to authorize assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, seismic retrofits, electric vehicle charging infrastructure, and water efficiency improvements that are permanently fixed to real property ("Authorized Improvements"); and

WHEREAS, CEDA has obtained authorization from the County _____ (the "City") to enter into contractual assessments for the financing of the installation of Authorized Improvements in the City; and

WHEREAS, CEDA desires to declare its intention to establish a Figtree PACE program ("Figtree PACE") in the City, pursuant to which CEDA, subject to certain conditions set forth herein, would enter into contractual assessments to finance the installation of Authorized Improvements in the City.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1. Findings. The Board of Directors hereby finds and determines the following:

- (a) The above recitals are true and correct and are incorporated herein by this reference.
- (b) Energy and water conservation efforts, including the promotion of Authorized Improvements to residential, commercial, industrial, or other real property, are necessary to address the issue of global climate change and the reduction of greenhouse gas emissions in the City.
- (c) The upfront cost of making residential, commercial, industrial, or other real property more energy and water efficient, along with the fact that most

commercial loans for that purpose are due on the sale of the property, prevents many property owners from installing Authorized Improvements.

- (d) A public purpose will be served by establishing a contractual assessment program, to be known as Figtree PACE, pursuant to which CEDA will finance the installation of Authorized Improvements to residential, commercial, industrial, or other real property in the City.

Section 2. Determination of Public Interest. The Board of Directors hereby determines that (a) it would be convenient, advantageous, and in the public interest to designate an area, which shall encompass the entire geographic territory within the boundaries of the City, within which CEDA and property owners within the City may enter into contractual assessments to finance the installation of Authorized Improvements pursuant to Chapter 29 and (b) it is in the public interest for CEDA to finance the installation of Authorized Improvements in the County pursuant to Chapter 29.

Section 3. Identification of Authorized Improvements. CEDA hereby declares its intention to make contractual assessment financing available to property owners to finance installation of Authorized Improvements, including but not limited to those improvements detailed in the Report described in Section 8 hereof (the "Report"), as that Report may be amended from time to time.

Section 4. Identification of Boundaries. Contractual assessments may be entered into by property owners located within the entire geographic territory of the City including unincorporated territory within City Boundaries. A property owner located within a City within the City may enter into contractual assessments with CEDA only after such City has adopted a resolution to authorize participation in the PACE Program.

Section 5. Proposed Financing Arrangements. Under Chapter 29, CEDA may issue bonds, notes or other forms of indebtedness (the "Bonds") pursuant to Chapter 29 that are payable by contractual assessments. Division 10 (commencing with Section 8500) of the Streets & Highways Code of the State (the "Improvement Bond Act of 1915") shall apply to any indebtedness issued pursuant to Chapter 29, insofar as the Improvement Bond Act of 1915 is not in conflict with Chapter 29. The creditworthiness of a property owner to participate in the financing of Authorized Improvements will be based on the criteria developed by Figtree Energy Financing (the "Program Administrator") upon consultation with Figtree PACE Program underwriters or other financial representatives, CEDA general counsel and bond counsel, and as shall be approved by the Board of Directors of CEDA. In connection with indebtedness issued under the Improvement Bond Act of 1915 that are payable from contractual assessments, serial and/or term improvement bonds or other indebtedness shall be issued in such series and shall mature in such principal amounts and at such times (not to exceed 20 years from the second day of September next following their date) and at such rate or rates of interest (not to exceed the maximum rate permitted by applicable law) as shall be determined by the Board of Directors at the time of the issuance and sale of the indebtedness. The provisions of Part 11.1 of the Improvement Bond Act of 1915 shall apply to the calling of the bonds. It is the intention of the

Board of Directors to create a special reserve fund for the bonds under Part 16 of the Improvement Bond Act of 1915. Neither CEDA, nor any of its members participating in the Figtree PACE Program, shall advance available surplus funds from its treasury to cure any deficiency in the redemption fund to be created with respect to the indebtedness; provided, however, that this determination shall not prevent CEDA or any of its members from, in their sole discretion, so advancing funds. The Bonds may be refunded under Division 11.5 of the California Streets and Highways Code or other applicable laws permitting refunding, upon the conditions specified by and upon determination of CEDA.

CEDA hereby authorizes the Program Administrator, upon consultation with CEDA general counsel, bond counsel and the Figtree PACE underwriter, to commence preparation of documents and take necessary steps to prepare for the issuance of bonds, notes or other forms of indebtedness as authorized by Chapter 29.

In connection with the issuance of bonds payable from contractual assessments, CEDA expects to obligate itself, through a covenant with the owners of the bonds, to exercise its foreclosure rights with respect to delinquent contractual assessment installments under specified circumstances.

Section 6. Public Hearing. Pursuant to the Act, CEDA hereby orders that a public hearing be held before CEDA Board (the "Board"), at 550 Bercut Drive, Suite G, Sacramento, CA 95811, on _____, _____, at _____ A., for the purposes of allowing interested persons to object to, or inquire about, the proposed Figtree PACE Program. The public hearing may be continued from time to time as determined by the Board for a time not exceeding a total of 180 days.

At the time of the hearing, the Report described in Section 8 hereof shall be summarized, and the Board shall afford all persons who are present an opportunity to comment upon, object to, or present evidence with regard to the proposed Figtree PACE Program, the extent of the area proposed to be included within the boundaries of the assessment district, the terms and conditions of the draft assessment contract described in Section 8 hereof (the "Contract"), or the proposed financing provisions. Following the public hearing, CEDA may adopt a resolution confirming the Report (the "Resolution Confirming Report") or may direct the Report's modification in any respect, or may abandon the proceedings.

The Board hereby orders the publication of a notice of public hearing once a week for two successive weeks. Two publications in a newspaper published once a week or more often, with at least five days intervening between the respective publication dates not counting such publication dates are sufficient. The period of notice will commence upon the first day of publication and terminate at the end of the fourteenth day. The first publication shall occur not later than 20 days before the date of the public hearing.

Section 7. Notice to Water and Electric Providers. Pursuant to Section 5898.24 of the Streets & Highways Code, written notice of the proposed contractual assessment program within the City to all water and electric providers within the boundaries of the City has been provided.

Section 8. Report. The Board hereby directs the Program Administrator to prepare the Report and file said Report with the Board at or before the time of the public hearing described in Section 6 hereof containing all of the following:

- (a) A map showing the boundaries of the territory within which contractual assessments are proposed to be offered, as set forth in Section 4 hereof.
- (b) A draft contractual assessment contract (the "Contract") specifying the terms and conditions of the agreement between CEDA and a property owner.
- (c) A statement of CEDA's policies concerning contractual assessments including all of the following:
 - (1) Identification of types of Authorized Improvements that may be financed through the use of contractual assessments.
 - (2) Identification of the CEDA official authorized to enter into contractual assessments on behalf of CEDA.
 - (3) A maximum aggregate dollar amount of contractual assessments.
 - (4) A method for setting requests from property owners for financing through contractual assessments in priority order in the event that requests appear likely to exceed the authorization amount.
- (d) A plan for raising a capital amount required to pay for work performed in connection with contractual assessments. The plan may include the sale of a bond or bonds or other financing relationship pursuant to Section 5898.28 of Chapter 29. The plan (i) shall include a statement of, or method for determining, the interest rate and time period during which contracting property owners would pay any assessment, (ii) shall provide for any reserve fund or funds, and (iii) shall provide for the apportionment of all or any portion of the costs incidental to financing, administration and collection of the contractual assessment program among the consenting property owners and CEDA.

A report on the results of the discussions with the County Auditor-Controller described in Section 10 hereof, concerning the additional fees, if any, that will be charged to CEDA for inclusion of the proposed contractual assessments on the general property tax roll of the City, and a plan for financing the payment of those fees.

Section 9. Nature of Assessments. Assessments levied pursuant to Chapter 29, and the interest and any penalties thereon, will constitute a lien against the lots and parcels of land on which they are made, until they are paid. Unless otherwise directed by CEDA, the assessments shall be collected in the same manner and at the same time as the general taxes of the City on real property are payable, and subject to the same penalties and remedies and lien priorities in the event of delinquency and default.

Section 10. Consultations with County Auditor-Controller. CEDA hereby directs the Program Administrator to enter into discussions with the County Auditor-Controller in order to reach agreement on what additional fees, if any, will be charged to CEDA for incorporating the proposed contractual assessments into the assessments of the general taxes of the County on real

property.

Section 11. Preparation of Current Roll of Assessment. Pursuant to Section 5898.24(c), CEDA hereby designates the Program Administrator as the responsible party for annually preparing the current roll of assessment obligations by assessor's parcel number on property subject to a voluntary contractual assessment.

Section 12. Procedures for Responding to Inquiries. The Program Administrator shall establish procedures to promptly respond to inquiries concerning current and future estimated liability for a voluntary contractual assessment.

Section 13. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this _____ day of _____, 201_____.

CALIFORNIA ENTERPRISE
DEVELOPMENT AUTHORITY

By: _____
Gurbax Sahota, Chair

ATTEST:

Helen Schaubmayer, Assistant Secretary

EXHIBIT B
Indemnification Agreement
INDEMNIFICATION AGREEMENT

BY AND BETWEEN
THE CITY OF DUARTE AND
FIGTREE COMPANY, INC.

This Indemnification Agreement (the "Agreement") is entered into by and between the City of Duarte, a municipal corporation or political subdivision, duly organized and existing under the laws of the State of California (the "City") and Figtree Company, Inc., a California corporation, the administrator of the Figtree Property Assessed Clean Energy and Job Creation Program (the "Administrator"), which is a program of the California Enterprise Development Authority, a California joint exercise of powers authority (the "Authority").

RECITALS

WHEREAS, the Authority is a joint exercise of powers authority whose members include the City in addition to other cities and counties in the State of California; and

WHEREAS, the Authority established the Figtree Property Assessed Clean Energy and Job Creation Program (the "Figtree PACE Program") to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements that are permanently affixed to real property through the levy of assessments voluntarily agreed to by the participating property owners pursuant to Chapter 29 of Division 7 of the Streets and Highways Code ("Chapter 29") and the issuance of improvement bonds, or other forms of indebtedness, under the Improvement Bond Act of 1915 upon the security of the unpaid assessments; and

WHEREAS, the Authority has conducted or will conduct proceedings required by Chapter 29 with respect to the territory within the boundaries of the City; and

WHEREAS, the legislative body of the City adopted or will adopt a resolution authorizing the City to join the Figtree PACE Program; and

WHEREAS, the City will not be responsible for the formation, operation and administration of the Figtree PACE Program as well as the sale and issuance of any bonds or other forms of indebtedness in connection therewith, including the conducting of assessment proceedings, the levy and collection of assessments and any remedial action in the case of such assessment payments, and the offer, sale and administration of any bonds issued by the Authority on behalf of the Figtree PACE Program; and

Resolution 17-R-37
Exhibit C - CEDA

WHEREAS, the Administrator is the administrator of the Figtree PACE Program and agrees to indemnify the City in connection with the operations of the Figtree PACE Program as set forth herein;

NOW, THEREFORE, in consideration of the above premises and of the City's agreement to join the Figtree PACE Program, the parties agree as follows:

1. **Indemnification.** Figtree has provided the CEDA with an indemnification for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents, arising from or related to the Figtree PACE Program, the assessments, the assessment districts, the improvements or the financing and marketing thereof. Figtree agrees to defend, indemnify and hold harmless the City, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for injury or damage due to negligence or malfeasance of any type claims as a result of the acts or omissions of Figtree, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Figtree.

2. **Amendment/Interpretation of this Agreement.** This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. This Agreement shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

3. **Section Headings.** Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

4. **Waiver.** No waiver of any of the provisions of this Agreement shall be binding unless in the form of writing signed by the party against whom enforcement is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

5. **Severability and Governing Law.** If any provision or portion thereof of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

6. **Notices.** All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by

hand, against receipt, or mailed certified or registered mail and addressed as follows:

If to the Administrator

Figtree Company, Inc.
9330 Scranton Road, Suite 600
San Diego, California 92121
Attn: Chief Executive Officer

If to the City:

The City of Duarte
1600 Huntington Drive
Duarte, CA 91010
Attn: City Manager's Office

7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, which together shall constitute the same instrument.

8. **Effective Date.** This Agreement will be effective as of the date of the signature of City's representative as indicated below in the signature block.

IN WITNESS HEREOF, the parties hereto duly executed this Agreement as of the date below.

APPROVED AS TO FORM:

City Attorney

City of Duarte

By _____

Name:

Title:

Date: _____

Figtree Company, Inc., a California corp.

By _____

Name: Peter Grabell

Title: Senior Vice President

Date: _____

ASSOCIATE MEMBERSHIP AGREEMENT

by and between the

CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY

and the

CITY OF _____, CALIFORNIA

THIS ASSOCIATE MEMBERSHIP AGREEMENT (this "Associate Membership Agreement"), dated as of _____ by and between CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY (the "Authority") and the CITY OF DUARTE, CALIFORNIA, a municipal corporation, duly organized and existing under the laws of the State of California (the "City");

WITNESSETH:

WHEREAS, the City of Duarte (the "Member"), have entered into a Joint Powers Agreement, dated as of June 13, 2017 (the "Agreement"), establishing the Authority and prescribing its purposes and powers; and

WHEREAS, the Agreement designates the Executive Committee of the Board of Directors and the President of the California Association for Local Economic Development as the initial Board of Directors of the Authority; and

WHEREAS, the Authority has been formed for the purpose, among others, to assist for profit and nonprofit corporations and other entities to obtain financing for projects and purposes serving the public interest; and

WHEREAS, the Agreement permits any other local agency in the State of California to join the Authority as an associate member (an "Associate Member"); and

WHEREAS, the City desires to become an Associate Member of the Authority;

WHEREAS, City Council of the City has adopted a resolution approving the Associate Membership Agreement and the execution and delivery thereof;

WHEREAS, the Board of Directors of the Authority has determined that the City should become an Associate Member of the Authority;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the Authority and the City do hereby agree as follows:

Section 1. Associate Member Status. The City is hereby made an Associate Member of the Authority for all purposes of the Agreement and the Bylaws of the Authority, the provisions of which are hereby incorporated herein by reference. From and after the date of execution and delivery of this Associate Membership Agreement by the City and the Authority, the City shall be and remain an Associate Member of the Authority.

Section 2. Restrictions and Rights of Associate Members. The City shall not have the right, as an Associate Member of the Authority, to vote on any action taken by the Board of Directors or by the Voting Members of the Authority. In addition, no officer, employee or representative of the City shall have any right to become an officer or director of the Authority by virtue of the City being an Associate Member of the Authority.

Section 3. Effect of Prior Authority Actions. The City hereby agrees to be subject to and bound by all actions previously taken by the Members and the Board of Directors of the Authority to the same extent as the Members of the Authority are subject to and bound by such actions.

Section 4. No Obligations of Associate Members. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the City.

Section 5. Execution of the Agreement. Execution of this Associate Membership Agreement and the Agreement shall satisfy the requirements of the Agreement and Article XII of the Bylaws of the Authority for participation by the City in all programs and other undertakings of the Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Associate Membership Agreement to be executed and attested by their proper officers thereunto duly authorized, on the day and year first set forth above.

**CALIFORNIA ENTERPRISE
DEVELOPMENT AUTHORITY**

By: _____
Gurbax Sahota, Chair
Board of Directors

Attest:

Helen Schaubmayer, Asst. Secretary

CITY OF _____, CALIFORNIA

By: _____
_____, Mayor
City Council

Attest:

City Clerk

RESOLUTION NO. 17-R-38

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

WHEREAS, the Golden State Finance Authority ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"); and

WHEREAS, Authority has established a property-assessed clean energy ("PACE") Program (the "Authority PACE Program") to provide for the financing of renewable energy generation, energy and water efficiency improvements, electric vehicle charging infrastructure, and other improvements (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Duarte (the "City") is committed to development of renewable energy generation and energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the Authority PACE Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency, and in doing so cooperate with Authority in order to efficiently and economically assist property owners within the City in financing such Improvements; and

WHEREAS, Authority has established the Authority PACE Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by acknowledgment of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and to assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the Authority PACE Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority PACE Program to finance the installation of the Improvements.

2. This City Council consents to inclusion in the Authority PACE Program of all of the properties in the jurisdictional boundaries of the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority PACE Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership included in Exhibit A.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority PACE Program within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Duarte at a regular meeting held on the 13th day of June 2017.

Mayor Margaret Finlay

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution 17-R-38 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 13th day of June, 2017, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California

Exhibit A
JPA Agreement
[to be inserted]

GOLDEN STATE FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated May 5, 2015)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. On December 10, 2014, the name of the authority was changed to California Home Finance Authority. The most recent amendment to the Joint Exercise of Powers Agreement was on December 10, 2014..

B. WHEREAS, the Members of California Home Finance Authority desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the Executive Committee.

"Authority" means Golden State Finance Authority (GSFA) formerly known as California Home Finance Authority ("CHF"), or CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a

public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act.

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever

- located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish other committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint no fewer than nine (9) and no more than eleven (11) members of its Board to serve on an Executive Committee. The Chair and Vice Chair of the Authority shall serve on the Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the

terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by

the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

21. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be

rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993

Amended and restated December 10, 1998

Amended and restated February 18, 1999

Amended and restated September 18, 2002

Amended and restated January 28, 2004

Amended and restated December 10, 2014

Amended and restated May 5, 2015

[SIGNATURES ON FOLLOWING PAGES]

ATTACHMENT 1
GOLDEN STATE FINANCE AUTHORITY MEMBERS

As of May 5, 2015

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

Dated: _____

By: _____

Name: _____

Title: _____

Attest:

By _____
[Clerk of the Board Supervisors or City Clerk]

RESOLUTION NO. 17-R-39

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

Recitals

WHEREAS, the Golden State Finance Authority, a California joint powers authority formerly known as California Home Finance Authority (the "Authority"), has established the Community Facilities District No. 2014-1(Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code (the "Act") and particularly in accordance with sections 53313.5(l) and 53328.1(a) (the "District"); and

WHEREAS, the purpose of the District is to finance or refinance (including the payment of interest) the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property (the "Authorized Improvements"); and

WHEREAS, the City of Duarte is committed to development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in the Act, the Legislature has authorized a parcel within the territory of the District to annex to the District and be subject to the special tax levy of the District only (i) if the city or county within which the parcel is located has consented, by the adoption of a resolution by the applicable city council, to the inclusion of parcels within its boundaries in the District and (ii) with the unanimous written approval of the owner or owners of the parcel when it is annexed (the "Unanimous Approval Agreement"), which, as provided in section 53329.6 of the Act, shall constitute the election required by the California Constitution; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy efficiency and water conservation and in doing so cooperate with Authority in order to efficiently and economically assist property owners in the City in financing such Authorized Improvements; and

WHEREAS, the Authority has established the District, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by acknowledgement of the JPA Agreement,

a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and, to assist property owners within the incorporated area of the City in financing the cost of installing Authorized Improvements; and

WHEREAS, the City will not be responsible for the conduct of any special tax proceedings; the levy and collection of special taxes or any required remedial action in the case of delinquencies in the payment of any special taxes in connection with the District.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority CFD No. 2014-1 (Clean Energy) to finance the installation of the Authorized Improvements.

2. This City Council consents to inclusion in the Authority CFD No. 2014-1 (Clean Energy) of all of the properties in the incorporated area within the City and to the Authorized Improvements, upon the request of and execution of the Unanimous Approval Agreement by the owners of such properties when such properties are annexed, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority CFD No. 2014-1 (Clean Energy) and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Authorized Improvements.

4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership included in Exhibit A.

* 5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority CFD No. 2014-1 (Clean Energy) within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Duarte at a regular meeting held on the 13th day of June 2017.

Mayor Margaret Finlay

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

CITY OF DUARTE

)

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution 17-R-39 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 13th day of June, 2017, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California

Exhibit A
JPA Agreement
[to be inserted]

GOLDEN STATE FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated May 5, 2015)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. On December 10, 2014, the name of the authority was changed to California Home Finance Authority. The most recent amendment to the Joint Exercise of Powers Agreement was on December 10, 2014..

B. WHEREAS, the Members of California Home Finance Authority desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the Executive Committee.

"Authority" means Golden State Finance Authority (GSFA) formerly known as California Home Finance Authority ("CHF"), or CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a

public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act.

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever

- located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish other committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint no fewer than nine (9) and no more than eleven (11) members of its Board to serve on an Executive Committee. The Chair and Vice Chair of the Authority shall serve on the Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the

terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by

the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

21. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be

rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993

Amended and restated December 10, 1998

Amended and restated February 18, 1999

Amended and restated September 18, 2002

Amended and restated January 28, 2004

Amended and restated December 10, 2014

Amended and restated May 5, 2015

[SIGNATURES ON FOLLOWING PAGES]

ATTACHMENT 1
GOLDEN STATE FINANCE AUTHORITY MEMBERS

As of May 5, 2015

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

Dated: _____

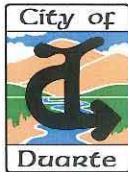
By: _____

Name: _____

Title: _____

Attest:

By _____
[Clerk of the Board Supervisors or City Clerk]



MEMORANDUM

To: Mayor and City Council

From: Jason Golding, Planning Manager 

Date: June 13, 2017

Subject: Approval of Contract for the Construction of Office Space Tenant Improvement Project at 1735 Huntington Drive

RECOMMENDATION

Staff recommends that the City Council award a construction contract with Platinum Construction Design of Covina, CA, for a tenant improvements project for a 1,674 square foot City leased office space located at 1735 Huntington Drive.

BACKGROUND

On April 4, 2017, the City received three (3) bids for the original office tenant improvement project, slated for use by the Duarte Chamber of Commerce. The original project involved a significant tenant improvement for the leased space at 1735 Huntington Drive, including: construction of a new meeting room, complete ceiling removal and replacement; kitchen space with full cabinets and cooktop, modification to heating and cooling systems due to the new meeting room, new electrical throughout much of the space, and upgraded flooring. The provided bids ranged in price from \$102,643.19 to \$229,000. These amounts were significantly more than the anticipated construction costs. Furthermore, the lowest bidder did not comply with the filing requirements for the bid, so they would have been disqualified if the bid were awarded.

On April 25, 2017, the Duarte City Council rejected all bids and requested a reduction in the scope of work. Council directed Staff to reduce the scope of the project by greatly simplifying the plans. The revised scope deleted the meeting room space; eliminated most of the ceiling work; reduced electrical improvements; decreased the size and level of improvements within the kitchen; and specified average, rather than upgraded, flooring. Since the meeting room was deleted, many additional cost upgrades to heating and cooling were eliminated. The revised scope consists of: constructing an ADA accessible restroom, modifying the existing office space, reduced sized kitchenette, new carpet and vinyl tile throughout, plumbing for the kitchenette and restroom, minor electrical work and repainting. The scope of services also consists of the selected contractor furnishing all labor, equipment and materials necessary for the satisfactory performance of the tenant improvement.

On May 25, 2017, the City reinitiated a bid process. Eight (8) contractors received a package with the reduced scope project. On May 31, an open house was held for the contractors to visit the property and ask questions - three (3) contractors attended.

ANALYSIS

On June 7, the City received proposals from four (4) companies. One bid was rejected (Antolin Construction) since it was submitted incomplete and late. The accepted bids were as follows:

1. Platinum Construction Design	\$39,520.00
2. C-1 Construction Corporation	\$63,400.00
3. Conco Construction E,D,& B, Inc.	\$79,596.30

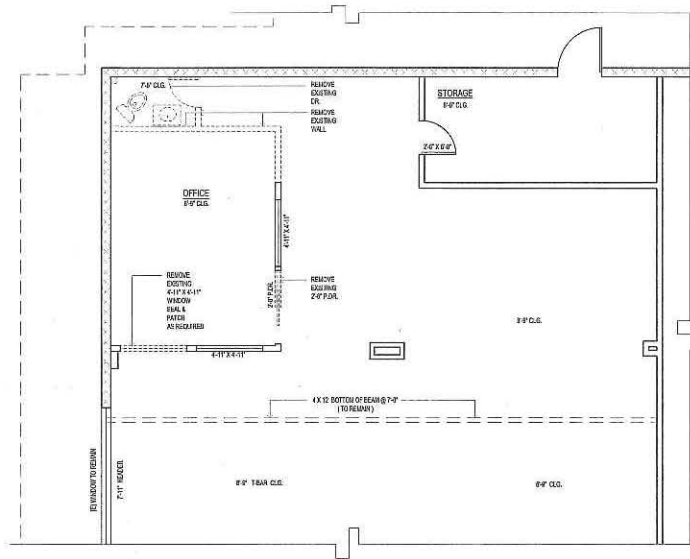
Platinum Construction Design designed and constructed tenant improvements for the most recent expansion to Tacos Ensenada. Platinum performed well on the project and was given high remarks from our Building Division. In several other references checks for worked performed on commercial tenant improvements, all owners or property managers gave Platinum high marks and have had long-standing relationships with them.

Staff recommends that a contract be awarded to Platinum Construction Design, in the amount of \$39,520.00.

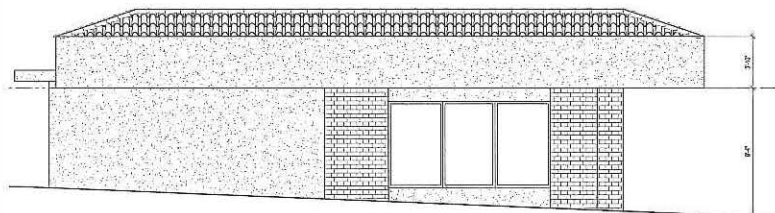
Since the plans for the project were very basic, the likelihood of change orders is higher than with an average project. As a result, Staff requests an additional \$ \$10,000.00 in contingency funding. A healthy contingency budget is required for a majority of tenant improvement projects, where in many cases, additional work is needed due to unforeseen circumstances or for other upgrades that surface once work begins. Furthermore, based upon discussions with contractors who attended the open house and the needs for an updated office space, Staff anticipates additional contingency funding is needed for the installation of window coverings/blinds and wiring for a separate circuit for the copier (due to drawing a heavy power).

Attachments:

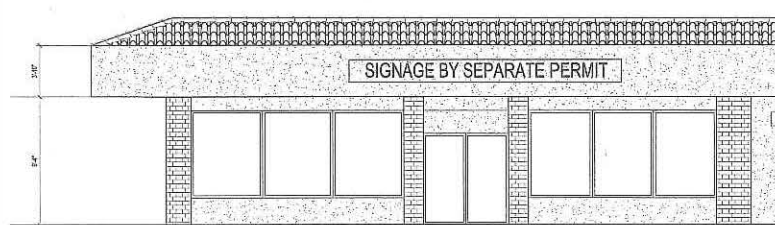
- Reduced scope plan set



DEMOLITION PLAN SCALE: 1/4" = 1'-0"

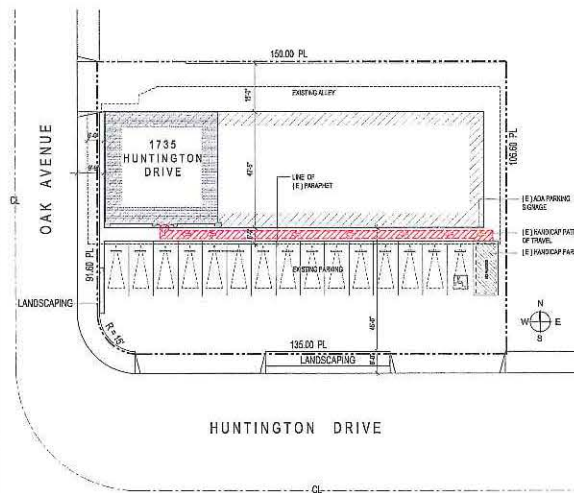


WEST - LEFT ELEVATION



SOUTH - FRONT ELEVATION

EXISTING ELEVATIONS SCALE: 1/4" = 1'-0"



SITE PLAN SCALE: 1" = 20'-0"

PROJECT DATA:

SCOPE OF WORK : THE PROJECT CONSISTS OF TENANT IMPROVEMENT FOR OFFICE SPACE WITH ADA COMPLIANT ENTRY & BATHROOMS

JOB ADDRESS : 1735 HUNTINGTON DRIVE, DUARTE CA 91010

ASSESSOR PARCEL NUMBER : 6530 - D11 - 074

LEGAL DESCRIPTION : VACATION OF PART OF FOURTH ST TOWN OF DUARTE W 150 FT OF N 106.6 FT EX. OF SITS OF LOT 8 & 9

LOT SIZE : 16,892 S.F. 44'

OCCUPANCY GROUP : B

MAXIMUM OCCUPANCY LOAD SECTION 104.1.2 : 1,275 / 100 (GROSS) = 13 OCCUPANTS

SPRINKLERED : NO

TYPE OF CONSTRUCTION : V - B

EXISTING BUILDING FLOOR : 5,864 S.F.

AREA OF TENANT IMPROVEMENT : 1,874 S.F. 44'

CURRENT CODES

THIS PROJECT SHALL CONFORM TO THE GOVERNING CODES / CURRENT EDITIONS:

2016 CALIFORNIA BUILDING CODE
2016 CALIFORNIA MECHANICAL CODE
2016 CALIFORNIA PLUMBING CODE
2016 CALIFORNIA ELECTRICAL CODE
2016 CALIFORNIA ENERGY CODE

SHEET INDEX

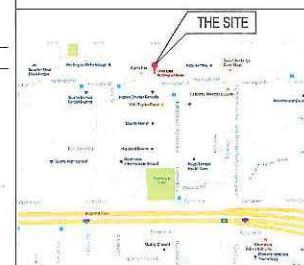
SHT. 1 SITE PLAN
EXISTING ELEVATIONS
DEMOLITION PLAN

SHT. 2 PROPOSED FLOOR PLAN
REFLECTED CEILING / UTILITY PLAN

SHT. 3 DETAILS

CONSTRUCTION SITE CONDITIONS & RESPONSIBILITIES:

- THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND CONDITIONS AT THE SITE AND ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNER BEFORE PROCEEDING WITH ANY WORK.
- THE CONTRACTOR SHALL MAINTAIN THEMSELVES WITH ALL EXISTING CONDITIONS PRIOR TO SUBMITTING THEIR FINAL S.D.
- ALL STORMS AND AMMUNITIONS USED ON THESE DRAWINGS ARE CONSIDERED CONSTRUCTION STANDARDS. IF THE CONTRACTOR IS NOT CLEAR, CONTACT THE DESIGNER FOR CLARIFICATION.
- IF IT APPEARS THAT THE PROPOSED WORK IS NOT CLEARLY CALLED OUT OR SUFFICIENTLY DETAILED OR EXPLAINED, OR IF THE CONTRACTOR HAS (S) ANY OTHER BETTER CONSTRUCTION TECHNIQUE, THE CONTRACTOR SHALL CONSULT WITH THE OWNER OR THE DESIGNER FOR CLARIFICATION OF THE ABOVE. IN NO CASE SHALL ANY WORK PROCEED WITHOUT THE CONTRACTOR'S APPROVAL AND INSTRUCTIONS SHALL BE ISSUED TO THE CONTRACTOR THROUGH THE OWNER OR THE DESIGNER.
- ANY WORK INSTALLED IN CONFLICT WITH THE DESIGNER'S CONTRACT DOCUMENTS AND NOT APPROVED BY THE DESIGNER AND/OR THE OWNER SHALL BE CORRECTED BY THE CONTRACTOR AT THEIR OWN EXPENSE.



VICINITY MAP SCALE: NTS

These drawings are to be used for the purpose of obtaining a permit to construct and are not to be used for any other purpose without the written approval of the Designer.

155 WEST ORANGE STREET, COVINA, CA 91725-2011
STEVE EIDE DESIGN GROUP
EMAIL: DRAWT@STEVEEIDEDESIGN.COM
WEBSITE: WWW.STEEVEEIDEDESIGN.COM
(626) 915-2303

PROPOSED FOR:
CITY OF DUARTE
1555 HUNTINGTON DRIVE
DUARTE, CA 91010

PROJECT:
TENANT IMPROVEMENT

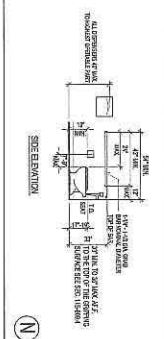
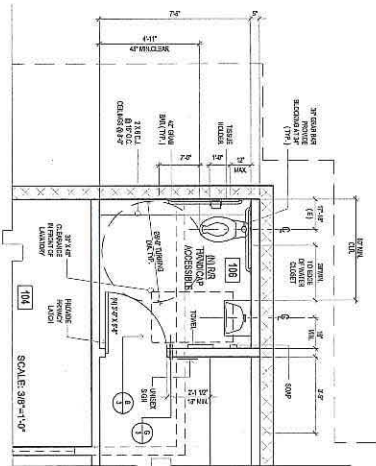
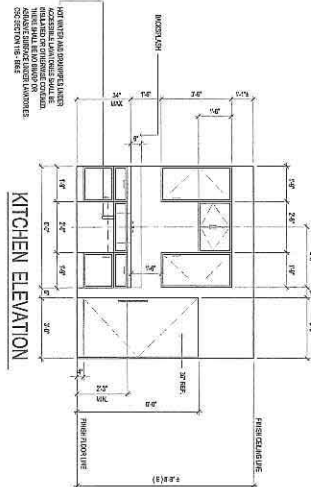
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10-25-16

PN 3293 - C

SHEET NO.

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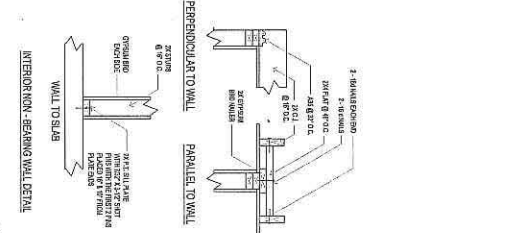
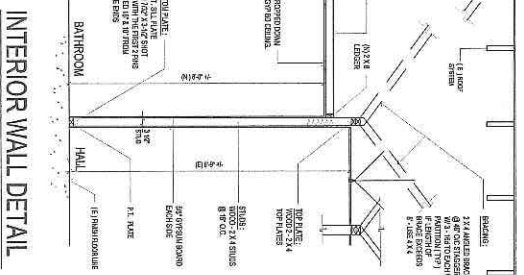
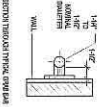
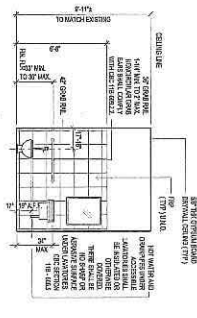
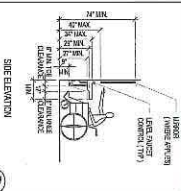
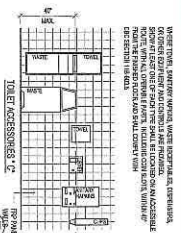
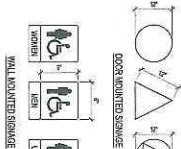
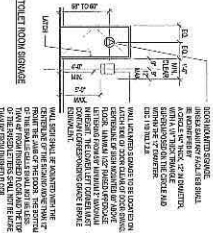
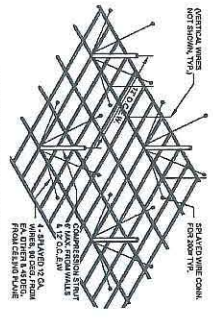
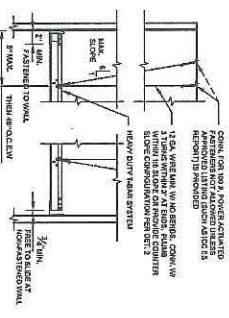
2



- THE FOLLOWING LIST OF EXIT SIGNS IS A SUMMARY OF THE REQUIREMENTS FOR EXIT SIGNS AS SPECIFIED IN THE 2015 IBC. THE REQUIREMENTS FOR EXIT SIGNS ARE BASED ON THE FOLLOWING ASSUMPTIONS:
1. EXIT SIGNS SHALL BE PLACED AT THE EXIT TO THE EXTERIOR.
 2. EXIT SIGNS SHALL BE PLACED AT THE EXIT TO THE EXTERIOR.
 3. EXIT SIGNS SHALL BE PLACED AT THE EXIT TO THE EXTERIOR.
 4. EXIT SIGNS SHALL BE PLACED AT THE EXIT TO THE EXTERIOR.
 5. EXIT SIGNS SHALL BE PLACED AT THE EXIT TO THE EXTERIOR.



EXIT SIGNS / TACTILE EXIT SIGNS



DETAILS
SCALE: N.T.S.

3

PROJECT:
TENANT IMPROVEMENT

PROPOSED FOR:
CITY OF DUARTE
1600 HUNTINGTON DRIVE
DUARTE, CA 91010

STEVE SEIDE DESIGN GROUP

156 WEST ORANGE STREET, COVINA, CA 91723-2011
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MEMORANDUM

TO: City Council
FROM: City Manager
DATE: June 8, 2017
SUBJECT: Comments on Agenda Items, Meeting of June 13, 2017

A joint City Council/School Board/Town Council meeting will be held from 5:00 p.m. to 7:00 p.m.

ITEM 6.A. A representative of the Mayor's Youth Council will provide an update to the City Council about recent activities.

ITEM 6.B. Wesley Reutimann of Bike SGV will present a final report for the 626 Golden Streets event, which was held on March 5, 2017.

ITEM 6.C. Manuel Gouveia of the Upper San Gabriel Valley Municipal Water District will present an update on water supply, conservation, and the District's education programs.

ITEM 10.D (Consent). This is an amendment to the agreement with Levon Yotnakhparian for City Council Cablecasting services in the amount of \$12,650. Since January of 2001, the City of Duarte has been in a service agreement with Levon Yotnakhparian for City Council meeting cablecasting services.

ITEM 10.E (Consent). This is to consider approval of the 2017-18 Services Agreement with the Duarte Chamber of Commerce in the amount of \$45,100. For over four decades, the City has entered into service agreements with the Duarte Chamber of Commerce to work in supporting and promoting the Duarte business community. Historically, the Chamber has faithfully, and with good results, executed services outlined in the agreement. The last service agreement executed between the two entities was for the period of July 1, 2016, to June 30, 2017, in the sum of \$45,100.

ITEM 10.F (Consent). Staff is recommending that the City Council accept the Bradbourne Avenue Improvement Project (Huntington Drive to Royal Oaks Drive) as complete. The scope of work consisted of cold milling of the existing pavement, new asphalt overlay, installation of new sidewalk on the west curb line, installation of Americans with Disability Act (ADA) compliant curb ramp, removal of two obsolete driveway approaches, installation of permeable gutters to improve drainage, and the installation of Automatic Retractable Screen (ARS) units to existing catch basins to reduce the trash entering the storm drain system.

ITEM 12. This is a Public Hearing to consider a resolution approving the issuance of tax-exempt obligations by the California Enterprise Development Authority in the amount of \$3,000,000 for the purpose of acquiring, constructing, and furnishing facilities for the SMG Arts property (California School of the Arts – San Gabriel Valley).

The school operates a public charter school providing a creative, challenging, and nurturing educational environment and offering bright and talented students a rigorous college-preparatory academic program and pre-professional arts conservatory training. The school plans to begin operations of a middle and high school in the City in August 2018. Once fully enrolled, the school will serve approximately 1,200 students in grades 7-12. The school will operate under a charter granted by the Duarte Unified School District. The facilities will be located on a portion of the Northview Intermediate School campus pursuant to an agreement with the District.

The City of Duarte is an associate member of the Authority, a joint powers agency established by the California Association for Local Economic Development, whose purpose is to issue tax-exempt and taxable conduit revenue bonds to fund commercial and industrial development projects within member jurisdictions. The City's approval of this financing bears with it no cost or other financial obligation, but serves as a public acknowledgement of the refinancing of the facilities by the host jurisdiction

ITEM 13. This is a resolution declaring the City's intention to levy and collect assessments for fiscal year 2017-18 within the Citywide Landscape and Lighting Maintenance District, and sets the Public Hearing date of July 25, 2017, to hear any objections.

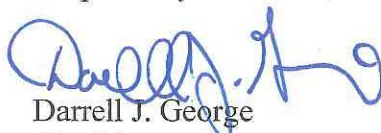
ITEM 14.A. This is a request to approve an MOU between the City and the Duarte Historical Society (DHS) that will establish the City as the owner of the building at Encanto Park, and allow DHS to continue museum operations as a tenant of the building.

ITEM 14.B. This item authorizes participation in the Property Assessed Clean Energy (PACE) lending programs. These programs will provide alternative methods for Duarte property owners to finance energy-related improvements. PACE was enabled by Assembly Bill 811, and allows property owners to finance various types of energy-efficiency, renewable energy, and water-efficiency projects through amortized annual assessments that are included on the property owner's tax bills. Staff has invited representatives from each of programs proposed to the meeting to address detailed related questions.

ITEM 14.C. Staff is recommending that the Council award a contract to Platinum Construction Design for tenant improvements at 1735 Huntington Drive in the amount of \$39,520. This 1,674-square foot office space is slated for use by the Duarte Chamber of Commerce. Platinum Construction Design designed and constructed tenant improvements for the most recent expansion to Tacos Ensenada. Platinum performed well on the project, and was given high remarks from our Building Division. In several other reference checks for work performed on commercial tenant improvements, all owners or property managers gave Platinum high marks, and have had long-standing relationships with them.

ITEM 14.D. The City of Duarte/Housing Authority FY 2017-18 budget will be presented for consideration and approval.

Respectfully submitted,



Darrell J. George
City Manager