

MEMORANDUM

TO: City Council
FROM: City Manager
DATE: May 20, 2020
SUBJECT: Comments on Agenda Items, Meeting of May 26, 2020

ITEM 9.H. (Consent Calendar). Staff is recommending that the City Council adopt Resolution 20-R-18, which would set July 14, 2020 as the date of the Public Hearing for the annual Citywide Landscape and Lighting Assessment District and Neighborhood Districts. Each year, the City Council holds a Public Hearing to establish property assessments for these Districts, and passage of a Resolution setting the date for this Public Hearing is part of this annual process.

ITEM 9.I. (Consent Calendar). Staff is recommending that the City Council authorize the City Manager to enter into a professional services agreement with Karen Warner Associates to prepare the City's 2021-2029 Housing Element. The contract amount is \$148,879, and the City has applied for a State Local Early Action Planning (LEAP) Grant to fund the entire contract amount.

ITEM 9.J. (Consent Calendar). Staff is recommending that the City Council authorize the City Manager to enter into a professional services agreement with Harris & Associates in the amount of \$68,000 for the preparation of an Acquisition and Substantial Rehabilitation Program. The City received an SB 2 Grant that will cover the full cost of this contract.

ITEM 9.K. (Consent Calendar). Staff is recommending that the City Council approve the submittal of the 2019 Housing Element Annual Progress Report to the State Department of Housing and Community Development (HCD). HCD requires that the City Council approve submittal of this Report.

ITEM 9.L. (Consent Calendar). The Office of Congresswoman Grace Napolitano has requested that the City write a letter of support for the federal Heroes Act legislation. The Heroes Act (H.R. 6800) was passed in the House of Representatives, and is currently pending in the Senate. Among its many provisions, the Heroes Act would, in its current form, provide nearly \$1 trillion to fund the nation's state and local governments.

ITEM 11. (Public Hearing). Staff is recommending that the City Council consider Ordinance 20-O-05, which would enact protections for residential tenants in Duarte facing evictions related to demolition or substantial remodeling by the landlord, in light of the Tenant Protection Act of 2019 (Assembly Bill 1482). This item is on the agenda for its Introduction and First Reading; if approved, it will return for a Second Reading and adoption at the next City Council meeting.

ITEM 12.A. (Business Items). Staff is recommending that the City Council approve the annual contract with the Los Angeles County Probation Department for continuation of the City's intervention and prevention services, including the Gang Alternative and Prevention Program (GAPP). Under the agreement, the City pays fifty percent (50%) of the cost for one Deputy Probation Officer II and support staff.

ITEM 12.B. (Business Items). In light of current restrictions and concerns over mass gatherings as the COVID-19 pandemic continues, staff is recommending that the City Council cancel this year's

Independence Day Celebration, and that the associated fireworks display be postponed to a future City event to be held on or before December 31, 2020.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'D. Jordan', with a long horizontal flourish extending to the right.

Dr. Daniel Jordan
City Manager

MINUTES

JOINT CITY COUNCIL/CITY COUNCIL AS SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY/HOUSING AUTHORITY/COMMUNITY FACILITIES FINANCING AUTHORITY OF THE CITY OF DUARTE REGULAR MEETING – MAY 12, 2020

NOTE: Due to the state and local State of Emergency resulting from the threat of Novel Coronavirus (COVID-19), Governor Newsom has issued Executive Order N-29-20 in which Section 3 supersedes Paragraph 11 of Executive Order N-25-20 (issued on March 12, 2020) addressing Brown Act regulations. This new order states that the City does not need to make a physical location available for members of the public to observe a public meeting and offer public comment. The Order allows the City to hold City Council meetings via teleconferencing and allows for members of the public to observe and address the meeting electronically.

To follow the new Order issued by the Governor, the City Council meeting was closed to the public. Members of the public were able to view/listen to the live City Council meeting broadcast on the City's website. Public comments were submitted electronically by emailing duarteinfo@accessduarte.com before or during the meeting, prior to the close of public comment. Emailed public comments were read into the record.

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 by teleconference in the Council Chambers, 1600 Huntington Drive, Duarte, California. Mayor Kang called the meeting to order at 5:06 p.m.

RECORDATION OF ATTENDANCE

The following were in attendance:

PRESENT: Fasana, Finlay (left at 8:44 p.m.), Lewis,
Paras-Caracci, Reilly, Urias, Kang

ABSENT: None

ADMINISTRATIVE STAFF PRESENT: City Manager
Jordan, City Attorney Cosgrove

ADOPTION OF AGENDA

Reilly moved, Urias seconded to adopt the Agenda, as amended to add an item "Public Report of Closed Session" prior to Item 4 (Announcements), and to also adjourn in memory of Jim Edwards, and carried by the following Roll Call vote:

AYES: Reilly, Paras-Caracci, Lewis, Finlay, Fasana, Urias, Kang
NOES: None

CLOSED SESSION Conference with Labor Negotiators

There was no public input. The Closed Session was pursuant to Government Code Section 54957.6, Conference with Labor Negotiators; Negotiators: Dan Jordan, Kirsten Petersen; Regarding SEIU Local 721 Management and Professional Employees and General Employee Units. The Closed Session concluded at 6:45

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	p.m. City Council reconvened at 7:00 p.m., with all members present.
PUBLIC REPORT OF CLOSED SESSION	Jordan reported that the City Council met to discuss the item as stated above, and gave direction to the Labor Negotiators, with no reportable action taken.
ANNOUNCEMENTS	Victoria Rocha presented community announcement, updates, and Safer-at-Home reminders, and read announcements submitted by the Chamber of Commerce about sign/banner program, and upcoming events.
ORAL COMMUNICATIONS	The following submitted an email about items not on the Agenda. Claudia Trefzger – Swimming pool.
CONSENT CALENDAR	Urias moved, Finlay seconded to approve the Consent Calendar as follows, and carried by the following Roll Call vote. Approve Items A, B, C, D, E, G, H, I. Remove Item F. AYES: Reilly, Paras-Caracci, Lewis, Finlay, Fasana, Urias, Kang NOES: None
Item G – Resolution No. 20-16 LEAP Grant Program Funds	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE AUTHORIZING SUBMITTAL OF AN APPLICATION FOR AND RECEIPT OF LOCAL EARLY ACTION PLANNING (LEAP) GRANT PROGRAM FUNDS
ITEM REMOVED Item F – Council Bill 20-R-14 Dedication – City of Hope	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ACCEPTING AN IRREVOCABLE OFFER OF DEDICATION FROM CITY OF HOPE FOR PROPERTY LOCATED ALONG A PORTION OF THE EAST SIDE OF CINCO ROBLES DRIVE ASSOCIATED WITH THE NEW HOPE VILLAGE HOTEL PROJECT Jason Golding, Planning Manager, answered questions from Councilmembers about the City of Hope property line, maintenance, and street sweeping. City Attorney Cosgrove provided additional information.
ITEM F – APPROVED RESOLUTION NO. 20-14	Reilly moved, Kang seconded to adopt Resolution No. 20-14, and carried by the following Roll Call vote: AYES: Reilly, Paras-Caracci, Lewis, Finlay, Fasana, Urias, Kang NOES: None
PUBLIC HEARING Council Bill 20-R-17 Waive dog license penalty fees	Mayor Kang announced this was the time and place set for a Public Hearing to consider this item, and read by title Council Bill 20-R-17: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE WAIVING DOG LICENSING PENALTIES AS SET BY CITY COUNCIL RESOLUTION NO. 16-28 Notice of the hearing was given, the affidavit is on file, and no written communications were received about the item.

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Brian Villalobos presented the staff report about the proposed Resolution to waive dog license penalty fees for FY 2020-21, due to the economic impact of the COVID-29 pandemic.

RESOLUTION NO. 20-17

Reilly moved, Kang seconded to adopt Resolution No. 20-17, and carried by the following Roll Call vote:

AYES: Reilly, Paras-Caracci, Lewis, Finlay, Fasana, Urias, Kang
NOES: None

COUNCIL BILLS

Council Bill 20-R-13

CDBG Cooperation Agreement

Mayor Kang read by title Council Bill 20-R-13:

A RESOLUTION OF THE DUARTE CITY COUNCIL APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BY ENTERING INTO A THREE-YEAR COOPERATION AGREEMENT WITH THE COUNTY OF LOS ANGELES

Craig Hensley presented the staff report about the item, and answered questions from Councilmembers about relaxed CDBG guidelines and potential rental assistance.

RESOLUTION NO. 20-13

Finlay moved, Fasana seconded to adopt Resolution No. 20-13, and carried by the following Roll Call vote:

AYES: Reilly, Paras-Caracci, Lewis, Finlay, Fasana, Urias, Kang
NOES: None

Council Bill 20-R-15

Adopts 2020 Local Hazard Mitigation Plan

Mayor Kang read by title Council Bill 20-R-15:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADOPTING THE 2020 LOCAL HAZARD MITIGATION PLAN

Jason Golding, Planning Manager, presented the staff report, and introduced Carolyn Harshman, President, Emergency Planning Consultants, who presented detailed information about the plan, including background, Federal Disaster Mitigation Act of 2000, Sierra Madre fault, and the planning process, and answered questions from Councilmembers about the plan.

Fasana moved, Finlay seconded to adopt Resolution No. 20-15, and carried by the following Roll Call vote:

AYES: Reilly, Paras-Caracci, Lewis, Finlay, Fasana, Urias, Kang
NOES: None

BUSINESS ITEMS

MOA – San Gabriel River Water Quality Group Project

Amanda Hamilton, Public Works Manager, presented the staff report about the Memorandum of Agreement forming the Rio Hondo/San Gabriel River Water Quality Group for the purpose of preparing the Multi-Benefit Stormwater Project Concept Reports.

Urias moved, Finlay seconded to authorize the City Manager to execute the memorandum of Agreement with the cities of Bradbury, Duarte, Monrovia, Sierra Madre, and the County of Los

Angeles, for the Rio Hondo/San Gabriel River Water Quality Group Project Concept Reports, and carried by the following Roll Call vote:

AYES: Reilly, Paras-Caracci, Lewis, Finlay, Fasana, Urias, Kang
NOES: None

City Council COVID-19
Coordinating Ad Hoc Committee

Victoria Rocha, Management Analyst, presented a staff report about the formation/establishment of a COVID-19 Coordinating Ad Hoc Committee and appointment of City Councilmembers to serve on the Committee.

There was discussion about addressing emergency disaster preparedness on a regular basis, not just COVID-19, possibly re-assessing Commissions to adjust current items they discuss, ad hoc committee limited to one issue is not under the Brown Act, need for a standing committee under the Brown Act to address the issue of overall resilience, and another committee option is to consider a strategic plan focusing on resilience.

It was determined that the City Council COVID-19 Coordinating Ad Hoc Committee members would be Margaret Finlay, Tzeitel Paras-Caracci, and Sam Kang.

ORAL COMMUNICATIONS

Jeremy Pascua thanked the City, City Council, and staff for the adventure and opportunity to work with everyone during his employment.

ITEMS FROM CITY COUNCIL/
CITY MANAGER

JORDAN: Stated Jeremy is extraordinary, thanked him for the opportunity to work with him, and wished him the best of luck.

COSGROVE: Thanked Amanda Hamilton for working with the San Gabriel River Water Quality Group and bringing forward the Memorandum of Agreement.

LEWIS: Stated he and the City Manager discussed possibly using CDBG funds for rental assistance, he would like to discuss it at a future Council Meeting as well as what we can do to help citizens and small businesses, thanked Marilyn Mays for the video about graduating Teen Center seniors, and inquired about the crosswalk at Mountain/Euclid (Hamilton responded).

FASANA: Hoped all had a happy Mother's Day, congratulated staff on the Mother's Day tribute video, congratulated Jeremy on his career, stated there is a CalAm meeting tomorrow regarding the rate case, thanked Public Safety for the wildlife alert, discussed testing at facilities, and inquired about the process for the November election (Jordan responded).

REILLY: Congratulated Jeremy, stated he did a fantastic job and she hopes he has the best future, inquired about the cell tower at Royal Oaks/Las Lomas (Golding responded), and stated she enjoyed reading the historical information in the Hazard Mitigation Plan.

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PARAS-CARACCI: Stated she will miss Jeremy, she thinks highly of him, she appreciated the wild animal alert, thanked the Parks and Recreation Department, Teen Center, and dance crew for the video, enjoyed the Mother's Day video, stated since City Councilmembers' terms have changed, we may want to look at reassessing the terms of Commissioners, she received information from some Commissioners that due to recent cancelled Commission meetings, they are feeling disengaged, suggested the Council Chambers could be set up for them to meet once a month, and expressed condolences to the families of Mr. Glass and Mr. Lozano.

FINLAY: Provided a Vector Control update on the Asian Giant Hornets, wished Jeremy good luck, stated the Mother's Day video was great, thanked staff, and stated she appreciates staff working at City Hall.

KANG: Wished Jeremy good luck, stated there have been less shopping carts left around the City, he still sees some, asked that a discussion of a mitigation plan be agendized (Villalobos provided information), stated the city of Baldwin Park's rent cap is stricter than what the California code has implemented, inquired if our City Council wants to look at something like that, he hopes to have a standing committee later to focus on overall natural hazard emergency issues such as fires, earthquakes, and flooding, and inquired about LED street lights (Hensley responded).

URIAS: Inquired about a food distribution or other programs for families with children, asked if we could partner with the County or unions, as it is a disservice not to help families in need, asked if we could get the official number of unemployment cases in Duarte, he would like to have the programs promoting regional resources listed on our social media, noted there are multiple food banks such as the San Gabriel Valley Food Resource Center, asked that staff provide the information on our social media and website, thanked Jeremy for his service to the City and Councilmembers, and wished him the best of luck and congratulations.

ADJOURNMENT

Mayor Kang provided an update on confirmed COVID-19 cases and testing sites, encouraged everyone to be safe, and adjourned the meeting at 9:04 p.m. in memory of Gordon Glass, Mark Lozano, and Jim Edwards.

Mayor Samuel Kang

City Clerk

5/12/20



City of Duarte

Council Warrant Register By Account By Fund

Payment Dates 05/14/2020 - 05/27/2020

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-1605-7733	DOUGLAS EDWARDS	SC Lecture-Sacred Art of Listening	214997		100.00
100-1015-7684	SILVER & WRIGHT LLP	1001 Las Lomas Legal 3/2020	470		7,482.01
100-1015-7684	SILVER & WRIGHT LLP	Arberry Legal 3/2020	470		626.50
100-1015-7684	SILVER & WRIGHT LLP	Tobacco Enforcement Legal 3/2020	470		358.40
100-1015-7684	SILVER & WRIGHT LLP	2163 Hunt Dr Legal 3/2020	470		201.60
100-1015-7684	SILVER & WRIGHT LLP	1398 Hunt Dr Legal 3/2020	470		201.60
100-1015-7684	SILVER & WRIGHT LLP	1939 Wardell Legal 3/2020	470		89.60
100-1020-7724	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	214968		115.00
100-1415-7916	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	214968		1,430.00
100-1825-7945	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	214968	250016-Oper of Acq Prop-122	41.67
100-1205-7781	LOS ANGELES COUNTY SHERIF	Sonic Movie Shot 2/5/20 - 2/6/20	215020		95.70
100-2121	LOS ANGELES COUNTY SHERIF	Sonic Movie Shot 2/5/20 - 2/6/20	215020		1,110.00
100-1205-7781	LOS ANGELES COUNTY SHERIF	City of Hope Haz Mat Removal 2/12/2020	215020	DMGE051-Deputies Time-Ove	1,950.10
100-1205-7761	DATA TICKET INC	Parking Citation Processing 3/2020	461		2,413.58
100-1610-7652	POST ALARM SYSTEMS	City Hall/Yard Alarm Monitoring 5/1/20 - 5/31/20	468		87.56
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 3/2020	215038		5,040.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 3/202	215038		1,480.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Consulting 3/202	215038		1,120.00
100-1410-7656	SOUTH COAST AQMD	I C E Emergency Generator Fee FY19-20	215050		421.02
100-1410-7656	SOUTH COAST AQMD	Emergency Generator Emissions FY19-20	215050		136.40
100-1020-7722	GRANICUS INC	Civica Website Hosting 4/19/20 - 5/18/20	464		706.20
100-1205-7655	T-MOBILE	Emergency Asset Tracking 3/21/20 - 4/20/20	215055		12.60
100-1610-7652	POST ALARM SYSTEMS	Fitness Ctr Alarm Service Call	468		165.00
100-1205-7761	DATA TICKET INC	Admin Citation Processing 3/2020	461		91.57
100-1410-7650	CITY OF MONROVIA	Fuel-Field Svcs 3/2020	215024		1,279.97
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Recreation 3/2020	215024		200.20
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 3/2020	215024		1,060.42
100-1405-7650	CITY OF MONROVIA	Fuel-Cmty Develop 3/2020	215024		52.75
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 3/2020	215024		4,646.53
100-1205-7787	MVP, LLC	Actual 2019 CAM/Taxes/Rubbish/Insuranc	453		2,527.75
100-1205-7614	U.S. BANK	Office Supplies (Target)	455		28.94
100-1205-7615	U.S. BANK	COVID-19 Supplies (Costco)	455	202024-Emergency Supplies-	242.11
100-1205-7615	U.S. BANK	COVID-19 (2) Generators (Costco)	455	202024-Emergency Supplies-	1,073.49
100-1205-7615	U.S. BANK	Food Bank Staff Lunch COVID-19 (Jimmy Johns)	455	202024-Emergency Supplies-	216.40
100-1205-7615	U.S. BANK	COVID-19 Generator Supplies (Amazon)	455	202024-Emergency Supplies-	208.98

Council Warrant Register By Account

Payment Dates: 05/14/2020 - 05/27/2020

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1205-7615	U.S. BANK	15 Boxes Nitrile Gloves (Grainger)	455	202024-Emergency Supplies-	204.86
100-1205-7615	U.S. BANK	COVID-19 Laminator Pouches (Amazon)	455	202024-Emergency Supplies-	19.26
100-1205-7615	U.S. BANK	COVID-19 Maps Laminator (Amazon)	455	202024-Emergency Supplies-	65.69
100-1205-7615	U.S. BANK	COVID-19 Supplies (Amazon)	455	202024-Emergency Supplies-	74.45
100-1205-7615	U.S. BANK	COVID-19 Supplies (Amazon)	455	202024-Emergency Supplies-	14.22
100-1205-7615	U.S. BANK	Drive-Thru Queuing Equipment (Amazon)	455	202024-Emergency Supplies-	294.83
100-1205-7655	U.S. BANK	COVID-19 Supplies (Rite Aid)	455	202024- Emergency Svcs/Cor	45.90
100-1205-7779	U.S. BANK	(20) Graduation Yard Signs (Curo)	455		240.90
100-1205-7779	U.S. BANK	DART Bi-Weekly Trivia (Kahoot!)	455		15.00
100-1205-7779	U.S. BANK	DART Virtual Events (Amazon)	455		425.00
100-1205-7779	U.S. BANK	DART Virtual Events (Amazon)	455		375.00
100-1205-7779	U.S. BANK	Refund-DART APU Event	455		-105.00
100-1205-7779	U.S. BANK	DART Virtual Events (Amazon)	455		255.00
100-1205-7980	U.S. BANK	Utility Tubs (COVID-19 (Target)	455	202024- Other Expense/Coro	9.86
100-1205-7980	U.S. BANK	COVID-19 Supplies/Gloves (United Packaging)	455	202024- Other Expense/Coro	100.00
100-1205-7980	U.S. BANK	Office Water (Sparklett's)	455		121.08
100-1205-7980	U.S. BANK	COVID-19 Supplies/Gloves (Empire Cleaning)	455	202024- Other Expense/Coro	211.55
100-1205-7980	U.S. BANK	COVID-19 Cleaning Supplies (Quill)	455	202024- Other Expense/Coro	38.04
100-1205-7980	U.S. BANK	LASD/Public Health Operation (Vons)	455		17.99
100-1205-7980	U.S. BANK	Adode Creative Cloud	455	201904-Other Exp-Tobacco Gr	52.99
100-1205-7980	U.S. BANK	LASD/Public Health Operation (Max's Cuisine)	455		298.75
100-1010-7612	U.S. BANK	Victoria Rocha MMASC Membership	456		90.00
100-1020-7712	U.S. BANK	Spotify	456		9.99
100-1020-7712	U.S. BANK	Hootsuite 4/2/20 - 5/1/20	456		14.99
100-1825-7688	U.S. BANK	Used Oil Container Labels Design/Printing	456	202001-Used Oil-Expense-OP	440.63
100-1005-7647	U.S. BANK	Refund-Liz Reilly CCCA Advocacy Day	454		-35.00
100-1605-7730	U.S. BANK	Bunny Drive Around Supplies (Target)	454		8.98
100-1605-7730	U.S. BANK	Bunny Drive Around Supplies (Home Depot)	454		51.70
100-1605-7730	U.S. BANK	Bunny Drive Around Supplies (Vons)	454		72.72
100-1605-7730	U.S. BANK	Bunny Drive Around Supplies (Silhouette America)	454		0.74
100-1605-7730	U.S. BANK	Bunny Drive Around Banners (Curo)	454		100.70
100-1605-7730	U.S. BANK	Return-Bunny Drive Around Supplies (Home Depot)	454		-37.04
100-1605-7739	U.S. BANK	COVID Social Distancing Park Banners (Curo)	454	202024-Publicity/ Coronaviru	1,247.17
100-1605-7980	U.S. BANK	Staff Lunch Supplies-Food Bank (Smart & Final)	454	202024-Other Expenses-Coro	20.61
100-1605-7980	U.S. BANK	Media Image-Virtual Recreation Website (Cavna)	454		1.00
100-1605-7980	U.S. BANK	Media Image-Virtual Recreation Website (Cavna)	454		1.00
100-1605-7980	U.S. BANK	Staff Lunch-Food Bank (Domino's Pizza)	454	202024-Other Expenses-Coro	86.58
100-1605-7980	U.S. BANK	Food Bank Staff Lunch (Subway)	454	202024-Other Expenses-Coro	174.75

Council Warrant Register By Account

Payment Dates: 05/14/2020 - 05/27/2020

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-2023	U.S. BANK	Marilyn Mays City Kitty Bereavement Gift	454		99.99
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies (COVID-19)	215061	202024-Bldg Supp-Coronaviru	75.89
100-1405-7650	WARDS SERVICE	Vehicle 32 Service/Tires	473		695.01
100-1610-7652	WESTERN EXTERMINATOR CO	TC Pest Control Svcs 4/2020	215064		60.00
100-1410-7636	HENDERSON'S	Field Services Uniforms	215010		927.31
100-1610-7636	CINTAS CORPORATION #693	Facility Maintenance Uniform	214990		35.00
100-2121	ARMSTRONG & WALKER LAN	COH Duarte Rd Landscape Review	457		1,740.00
100-1405-7969	ELIE FARAH INC	Bike Trail Design/Grant Assist 3/15/20 - 4/28/20	462		4,600.00
100-1205-7780	NICOLE TOLOSA	Dog License Overpayment	215056		15.00
100-1205-7780	FRANK CASTRO	Dog License Overpayment	214986		15.00
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 4/2020	214999		135.00
100-1805-7654	MOSS, LEVY & HARTZHEIM LL	FY20 Interim Audti Fieldwork	215025		6,500.00
100-1810-7673	MORNEAU SHEPELL LIMITED	Drug and/or Alcohol Testing 1/1/20 - 3/31/20	467		142.50
100-1205-7762	CALE AMERICA	WTP Fees 4/2020	214984		269.65
100-1010-7670	SOUTHERN CALIFORNIA NEW	Legal Advertising 4/2020	215051		840.00
100-1405-7967	CHARLES ABBOTT ASSOCIATES	Public Works Inspections 4/2020	459		679.00
100-1205-7780	D & D SERVICES INC	Deceased Animal Disposial 4/2020	214992		316.80
100-1610-7618	MAINTEX INC	Janitorial Supplies	465		943.85
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	215061		890.53
100-1815-7632	MAXTREME INC	Gsuite Maxhaven 4/2020	466		72.00
100-1815-7632	MAXTREME INC	Office 365 4/2020	466		429.00
100-1815-7632	MAXTREME INC	Gsuite accessduarte.com 4/2020	466		1,092.00
100-1405-7613	RICOH USA INC	Lg Format Copier Maintenance 5/1/20 - 7/31/2	215037		77.14
100-1205-7780	SAN GABRIEL VALLEY HUMAN	Animal Shelter Services 5/202	215040		5,166.67
100-1020-7724	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	214979		115.00
100-1415-7916	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	214979		1,430.00
100-1825-7945	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	214979	250016-Oper of Acq Prop-122	41.67
100-1205-7980	AZUSA PACIFIC UNIVERSITY-C	Cal VIP CBO 2/1/20 - 4/30/20	214974	201914-Other Expenses-Cal V	42,489.67
100-1205-7780	MARINA WANG	Dog License Overpayment	215059		12.50
100-1610-7618	MAINTEX INC	Janitorial Supplies	465		312.19
100-1205-7650	WARDS SERVICE	Vehicle 13 Oil and Washer Flui	473		18.95
100-1610-7652	POST ALARM SYSTEMS	City Hall/Yard Alarm Monitoring 6/1/20 - 6/30/20	468		87.56
100-1205-7980	DUARTE UNIFIED SCHOOL DIS	Tobacco School/Cmtty Education FY20	214996	201904-Other Exp-Tobacco Gr	25,539.00
100-1610-7636	CINTAS CORPORATION #693	Facility Maintenance Uniform	214990		35.00
100-1205-7779	AIDA TORRES	DART Masks	471		100.00
100-1205-7780	POSTMASTER	Dog License Renewal Letters (Permit #33)	214969		570.00
100-1825-7688	GEO PLASTICS (CA)	CalRecycle Used Oil Container	215007	202001-Used Oil-Expense-OP	2,093.21
100-1610-7618	MAINTEX INC	Janitorial Supplies	465		220.68
100-1205-7650	WARDS SERVICE	Vehicle 22 Service/Repair	473		436.48
100-4302	MARILYN J SOTO	Citation Refund	215049		60.00
100-1405-7965	BUCKNAM INFRASTRUCTURE	GIS Services	214982		1,602.50
100-1610-7618	MAINTEX INC	Janitorial Supplies (COVID-19)	465	202024-Bldg Supp-Coronaviru	44.11
100-1610-7618	MAINTEX INC	Janitorial Supplies (COVID-19)	465	202024-Bldg Supp-Coronaviru	88.21
100-4408	DUARTE UNIFIED SCHOOL DIS	Nextel Lease 5/2020	214995	250004 - Property Rent - Next	1,710.90
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	215004		1,158.51
100-1825-7626	FEDEX	Document Delivery	215000		151.33
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing (Senior Ctr)	215039		115.00

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing (Training Poo	215039	202024-Animal Control-Coron	57.50
100-1205-7780	WEBER'S PRINTING	Rabies Clinic Forms	215062		192.88
100-1205-7779	AIDA TORRES	Duarte YAL - Temple Station CAL PAL Registration	471		325.00
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing (Fitness Ctr)	215039		57.50
100-1825-7630	CANON FINANCIAL SERVICES I	PS Copier Lease 5/1/20 - 5/31/20	214985		399.67
100-1825-7631	CANON FINANCIAL SERVICES I	PS Copier Maintenance 4/1/20 - 4/30/20	214985		147.06
100-1825-7630	CANON FINANCIAL SERVICES I	CH(2)/SC/TC Copier Lease 5/1/20 - 5/31/20	214985		869.55
100-1205-7761	SUPERIOR CT OF CAL CO OF L	Citation Revenue Tax 4/2020	215052		3,761.00
100-4801	CHARLESETTA WILLIAMS	Senior Class Refund-Exercise w/Shelly	215066		20.00
100-4801	CHERI WHITE	Senior Class Refund-Exercise w/Shelly	215065		20.00
100-4801	CHARLESETTA WILLIAMS	Senior Class Refund-Cross Fit	215066		10.00
100-4801	JUDY KNOOP	Senior Class Refund- Piano/Keyboard	215018		40.00
100-4801	GRACE AUYEUNG	Senior Class Refund- Piano/Keyboard (Grace A)	214973		40.00
100-4801	CHERI WHITE	Senior Class Refund-Cross Fit	215065		10.00
100-4801	GRACE AUYEUNG	Senior Class Refund- Piano/Keyboard (Frederick A)	214973		40.00
100-4801	FELICISIMA MACALINTAL	Senior Class Refund- Piano/Keyboard	215021		40.00
100-4801	NANCY ZEPEDA	Senior Class Refund-Cross Fit	215068		10.00
100-4801	SUSAN BIRMINGHAM	Senior Class Refund-Cross Fit	214983		10.00
100-4801	JOHN SECHINI	Senior Class Refund-Cross Fit	215045		10.00
100-4801	NICK PAPAGELIS	Senior Class Refund-Cross Fit	215031		10.00
100-4801	ALLA AKISHINA	Senior Class Refund-Cross Fit	214970		10.00
100-4801	SALLY HOLMES	Senior Class Refund-Cross Fit	215012		10.00
100-4801	LAKAR KAMAHAMNAN	Senior Class Refund-Cross Fit	215017		10.00
100-4801	CECILIA SARSADIAS	Senior Class Refund-Cross Fit	215042		10.00
100-4801	RONALD DIAZ	Senior Class Refund-Cross Fit	214994		10.00
100-4801	KIRSTEN NIELSEN	Senior Class Refund-Cross Fit	215026		10.00
100-4801	MARIA G CERVANTES	Senior Class Refund-Cross Fit	214987		10.00
100-4801	TEODORO SARSADIAS	Senior Class Refund-Cross Fit	215043		10.00
100-4801	JANE CHI	Senior Class Refund-Cross Fit	214989		10.00
100-4801	YUKIKO YOKOYAMA	Senior Class Refund- Piano/Keyboard	215067		40.00
100-4801	TOMOKO SATO	Senior Class Refund- Piano/Keyboard	215044		40.00
100-4801	ALLA AKISHINA	Senior Class Refund-Tai Qi/QiGong	214970		40.00
100-4801	CECILIA SARSADIAS	Senior Class Refund-Tai Qi/QiGong	215042		40.00
100-4801	LENORA FLINT	Senior Class Refund-Tai Qi/QiGong	215002		40.00
100-4801	CAROLE PRIORE	Senior Class Refund-Yoga	215033		24.00
100-4801	MARION J MEYERS	Senior Class Refund-Strength Training	215023		64.00
100-4801	REBECCA ARES	Senior Class Refund-Yoga	214971		24.00
100-4801	CATHY BAUM	Senior Class Refund-Yoga	214975		24.00
100-4801	MARTINA SANCHEZ	Senior Class Refund-Yoga	215041		24.00
100-4801	DAVID EVANOFF	Senior Class Refund-Yoga	214998		24.00
100-4801	CAROLE WELLS	Senior Class Refund-Yoga	215063		24.00
100-4801	CAROLE PRIORE	Senior Class Refund-Exercise w/Shelly	215033		20.00
100-4801	MARIA G CERVANTES	Senior Class Refund-Western Line Dance	214987		35.00
100-4801	PAULA LAPORTE	Senior Class Refund-Western Line Dance (Paula L)	215019		35.00

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-4801	PAULA LAPORTE	Senior Class Refund-Western Line Dance (Denis L)	215019		35.00
100-4801	GEORGE VANHOVE	Senior Class Refund-Exercise w/Shelly (George V)	215058		20.00
100-4801	GEORGE VANHOVE	Senior Class Refund-Exercise w/Shelly (Ann G)	215058		20.00
100-4801	DORTHA JUNE HIRSCH	Senior Class Refund-Exercise w/Shelly	215011		20.00
100-4801	NANCY ZEPEDA	Senior Class Refund-Exercise w/Shelly	215068		20.00
100-4801	REBECCA ARES	Senior Class Refund-Exercise w/Shelly	214971		20.00
100-4801	SUSAN BIRMINGHAM	Senior Class Refund-Exercise w/Shelly	214983		20.00
100-4801	JANICE BUCK	Senior Class Refund-Exercise w/Shelly	214981		20.00
100-4801	MIKE HUISMAN	Senior Class Refund-Exercise w/Shelly	215014		20.00
100-4801	OLGA BILBREY	Senior Class Refund-Exercise w/Shelly	214976		20.00
100-4801	OLGA GRAU	Senior Class Refund-Exercise w/Shelly	215008		20.00
100-4801	SHIRLEY RAWSON	Senior Class Refund-Exercise w/Shelly	215035		20.00
100-4801	JOHN SECHINI	Senior Class Refund-Exercise w/Shelly	215045		20.00
100-4801	LYN MCAFEE	Senior Class Refund-Exercise w/Shelly	215022		20.00
100-4801	NICK PAPAGELIS	Senior Class Refund-Exercise w/Shelly	215031		20.00
100-4801	FLO OLOTEO	Senior Class Refund-Exercise w/Shelly	215028		20.00
100-4801	YUKIKO YOKOYAMA	Senior Class Refund-Exercise w/Shelly	215067		20.00
100-4801	TOMOKO SATO	Senior Class Refund-Exercise w/Shelly (Tomoko S)	215044		20.00
100-4801	TOMOKO SATO	Senior Class Refund-Exercise w/Shelly (Bill S)	215044		20.00
100-4801	CAROL RICE	Senior Class Refund-Exercise w/Shelly	215036		20.00
100-4801	MARTHA QUINONES	Senior Class Refund-Exercise w/Shelly Martha Q)	215034		20.00
100-4801	MARTHA QUINONES	Senior Class Refund-Exercise w/Shelly (Richard Q)	215034		20.00
100-4801	ALLA AKISHINA	Senior Class Refund-Exercise w/Shelly	214970		20.00
100-4801	CECILIA FRAGOZA	Senior Class Refund-Exercise w/Shelly	215003		20.00
100-4801	LEROY HUEBERT	Senior Class Refund-Exercise w/Shelly (Marilyn H)	215013		20.00
100-4801	LEROY HUEBERT	Senior Class Refund-Exercise w/Shelly (Leroy H)	215013		20.00
100-4801	LAKAR KAMAHAMNAN	Senior Class Refund-Exercise w/Shelly	215017		20.00
100-4801	SUNEE THONGTHA	Senior Class Refund-Exercise w/Shelly	215054		20.00
100-4801	SHIRLEY FLASH	Senior Class Refund-Exercise w/Shelly	215001		20.00
100-4801	ANN NOEL	Senior Class Refund-Exercise w/Shelly	215027		20.00
100-4801	MARTINA SANCHEZ	Senior Class Refund-Exercise w/Shelly	215041		20.00
100-4801	MARIA JARAMILLO	Senior Class Refund-Exercise w/Shelly	215015		20.00

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-4801	POLA BOUTON	Senior Class Refund-Exercise w/Shelly	214977		20.00
100-4801	MAGDALENA ATENCIO	Senior Class Refund-Exercise w/Shelly	214972		20.00
100-4801	MARY PAT PADDOCK	Senior Class Refund-Exercise w/Shelly (Mary Pat P)	215030		20.00
100-4801	MARY PAT PADDOCK	Senior Class Refund-Exercise w/Shelly (Charles P)	215030		20.00
100-4801	ROXANA BRIGGS	Senior Class Refund-Exercise w/Shelly	214978		20.00
100-4801	CECILIA SARSADIAS	Senior Class Refund-Exercise w/Shelly	215042		20.00
100-4801	RONALD DIAZ	Senior Class Refund-Exercise w/Shelly	214994		20.00
100-4801	KIRSTEN NIELSEN	Senior Class Refund-Exercise w/Shelly	215026		20.00
100-4801	LENORA FLINT	Senior Class Refund-Exercise w/Shelly	215002		20.00
100-4801	MARIA G CERVANTES	Senior Class Refund-Exercise w/Shelly	214987		20.00
100-4801	ANN VALLEROY	Senior Class Refund-Exercise w/Shelly	215057		20.00
100-4801	TEODORO SARSADIAS	Senior Class Refund-Exercise w/Shelly	215043		20.00
100-4801	JO ANN WATKINS	Senior Class Refund-Exercise w/Shelly	215060		20.00
100-4801	VINCENT CHEUNG	Senior Class Refund-Exercise w/Shelly (Shu Wong)	214988		20.00
100-4801	LANY SETIA	Senior Class Refund-Exercise w/Shelly	215046		20.00
100-4801	FELICISIMA MACALINTAL	Senior Class Refund-Exercise w/Shelly (Felicisima)	215021		20.00
100-4801	FELICISIMA MACALINTAL	Senior Class Refund-Exercise w/Shelly (Jose M)	215021		20.00
100-4801	DENNIS GREENWELL	Senior Class Refund-Exercise w/Shelly (Mairead G)	215009		20.00
100-4801	DENNIS GREENWELL	Senior Class Refund-Exercise w/Shelly (Dennis G)	215009		20.00
100-4801	PAT SLEETER	Senior Class Refund-Exercise w/Shelly	215048		20.00
100-4809	CARLOS BRIZUELA	Recreation Refund-Soccer (Ashley B)	214980		35.00
100-4809	CARLOS BRIZUELA	Recreation Refund-Soccer (Kevin B)	214980		35.00
100-1015-7682	BURKE, WILLIAMS & SORENSE	Labor Legal 4/2020	458		3,110.00
100-1205-7980	AIDA TORRES	Tobacco School Ed Program Uniforms	471	201904-Other Exp-Tobacco Gr	1,733.10
100-1205-7779	FSP DESIGNS	DART Senior Graduation Sash	463		520.30
100-1805-7980	VERIZONWIRELESS	VW-KP 3/19/20 - 4/18/20	EFT09707		53.65
100-4407	PASADENA RFC	Field Use Refund (COVID-19)	215032		3,815.00
100-4407	OPPORTUNITIES FOR LEARNI	Field Use Refund (COVID-19)	215029		1,140.00
100-1815-7965	MAXTREME INC	IT Helpdesk 5/2020	466		8,700.00
100-1815-7980	MAXTREME INC	Crash Plan Recovery 5/2020	466		200.00
100-1005-7980	VERIZONWIRELESS	VW-Tzeitel Phone 3/19/20 - 4/18/20	EFT09743		56.68
100-1005-7980	VERIZONWIRELESS	VW-TL 3/19/20 - 4/18/20	EFT09743		21.97
100-1005-7980	VERIZONWIRELESS	VW-Reilly Phone 3/19/20 - 4/18/20	EFT09743		56.68
100-1010-7980	VERIZONWIRELESS	VW-DJ (iPhone) 3/19/20 - 4/18/20	EFT09743		56.68
100-1010-7980	VERIZONWIRELESS	VW-DJ (iPhone) 3/19/20 - 4/18/20	EFT09743		24.06
100-1405-7980	VERIZONWIRELESS	VW-CH Phone 3/19/20 - 4/18/20	EFT09743		35.60

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7980	VERIZONWIRELESS	VW-ME Phone 3/19/20 - 4/18/20	EFT09743		35.60
100-1815-7980	VERIZONWIRELESS	VW-City Hall 3/19/20 - 4/18/20	EFT09743		35.60
100-1205-7655	VERIZONWIRELESS	VW-Emergency Radios 3/19/20 - 4/18/20	EFT09741		797.18
100-1005-7980	VERIZONWIRELESS	Reilly-Granicus iPad 4/19/20 - 5/18/20	EFT09742		18.60
100-1005-7980	VERIZONWIRELESS	Paras-Granicus iPad 4/19/20 - 5/18/20	EFT09742		18.60
100-1010-7980	VERIZONWIRELESS	ME-Granicus iPad 4/19/20 - 5/18/20	EFT09742		18.60
100-1010-7980	VERIZONWIRELESS	BV-Granicus iPad 4/19/20 - 5/18/20	EFT09742		18.60
100-1010-7980	VERIZONWIRELESS	CH-Granicus iPad 4/19/20 - 5/18/20	EFT09742		18.60
100-1010-7980	VERIZONWIRELESS	KP-Granicus iPad 4/19/20 - 5/18/20	EFT09742		18.60
100-1010-7980	VERIZONWIRELESS	City Mgr-Granicus iPad 4/19/20 - 5/18/20	EFT09742		18.60
100-1010-7980	VERIZONWIRELESS	Admin-Social Media iPad 4/19/20 - 5/18/20	EFT09742		18.60
100-1010-7980	VERIZONWIRELESS	KH-Social Media iPad 4/19/20 - 5/18/20	EFT09742		18.60
100-1605-7980	VERIZONWIRELESS	SC ActiveNet 4/19/20 - 5/18/20	EFT09742		18.60
100-1005-7980	VERIZONWIRELESS	VW-Urias Phone 3/19/20 - 4/18/20	EFT09740		41.62
100-1005-7980	VERIZONWIRELESS	VW-Lewis iPad 3/19/20 - 4/18/20	EFT09740		30.07
100-1005-7980	VERIZONWIRELESS	VW-Urias iPad 3/19/20 - 4/18/20	EFT09740		30.08
100-1010-7980	VERIZONWIRELESS	VW-Rocha Phone 3/19/20 - 4/18/20	EFT09740		41.62
100-1010-7980	VERIZONWIRELESS	VW-Pascua Phone 3/19/20 - 4/18/20	EFT09740		41.62
100-1010-7980	VERIZONWIRELESS	VW-Herrera Phone 3/19/20 - 4/18/20	EFT09740		41.62
100-1410-7980	VERIZONWIRELESS	VW-FS Tablet 3/19/20 - 4/18/20	EFT09740		30.07
100-1410-7980	VERIZONWIRELESS	VW-FS Mike 3/19/20 - 4/18/20	EFT09739		39.11
100-1410-7980	VERIZONWIRELESS	VW-FS Josh 3/19/20 - 4/18/20	EFT09739		39.11
100-1410-7980	VERIZONWIRELESS	VW-FS Gerard 3/19/20 - 4/18/20	EFT09739		39.11
100-1410-7980	VERIZONWIRELESS	VW-FS Sean 3/19/20 - 4/18/20	EFT09739		10.19
100-1410-7980	VERIZONWIRELESS	VW-FS Manny 3/19/20 - 4/18/20	EFT09739		39.11
100-1410-7980	VERIZONWIRELESS	VW-FS Lamberto 3/19/20 - 4/18/20	EFT09739		39.11
100-4204	LATRICE DAVIS	Dog License Overpayment	214993		20.00
100-1020-7722	GRANICUS INC	Civica Website Hosting 5/19/20 - 6/18/20	464		706.20
100-1205-7779	OLGALIVIER GARCIA	PS Intern Stipend	215006		100.00
100-1815-7830	NEC FINANCIAL SERVICES LLC	Mitel Phone System Pymt 29	EFT09764		1,340.10
100-1205-7779	OLGALIVIER GARCIA	PS Intern Stipend	215005		100.00
100-1020-7713	BAY ALARM COMPANY	Museum Fire Monitor 6/1/20 - 9/1/20	EFT09765		181.92
100-1020-7713	BAY ALARM COMPANY	Museum Burgulary Monitor 6/1/20 - 9/1/20	EFT09766		189.00
Fund 100 - GENERAL FUND Total:					177,749.27
Fund: 220 - GAS TAX FUN					
220-2205-8070	SUPERIOR PROPERTY SERVICE	Protection for Wayfinding Sig	215053		1,700.00
220-2210-7811	SIEMENS INDUSTRY INC	Street Light/Street Maintenance	469		1,152.60

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
220-2210-7813	JCL TRAFFIC SERVICES	Street Name Signs	215016		651.53
220-2205-8070	JCL TRAFFIC SERVICES	Street Improvement Signs	215016		668.77
220-2205-8070	JCL TRAFFIC SERVICES	Street Improvement Signs	215016		364.09
220-2225-7980	COASTLINE EQUIPMENT	84" Ridged Sweeper	460		5,694.00
		Attachment BR84C			
220-2225-7980	COASTLINE EQUIPMENT	Labor for Installation	460		1,040.00
220-2225-7980	COASTLINE EQUIPMENT	Tank Kit BYT11033	460		779.64
220-2225-7980	COASTLINE EQUIPMENT	Nozzle Kit BYT11025	460		271.56
220-2220-7980	VERIZONWIRELESS	VW-Amanda 3/19/20 - 4/18/2	EFT09739		39.11
220-2220-7980	VERIZONWIRELESS	VW-Teresa 3/19/20 - 4/18/20	EFT09739		39.11
Fund 220 - GAS TAX FUN Total:					12,400.41

Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND

240-2410-7915	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	214968		7,500.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	214968		485.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	214968		4,845.00
240-2420-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	214968		345.16
240-2421-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	214968		1,300.00
240-2422-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	214968		480.58
240-2423-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	214968		900.00
240-2424-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	214968		550.00
240-2425-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	214968		400.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	214968		180.00
240-2427-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	214968		630.33
240-2431-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	214968		800.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	214968		835.00
240-2433-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	214968		530.00
240-2434-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	214968		355.00
240-2435-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	214968		500.00
240-2410-7888	SITEONE LANDSCAPE SUPPLY	Citywide Irrigation Repairs	215047		1,317.54
240-2405-7888	CONSOLIDATED ELECTRICAL D	Citywide Street Light Repairs/Supplies	214991		737.85
240-2410-7915	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	214979		7,500.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	214979		4,845.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	214979		485.00
240-2420-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	214979		345.16
240-2421-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	214979		1,300.00
240-2422-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	214979		480.58
240-2423-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	214979		900.00
240-2424-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	214979		550.00

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
240-2425-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	214979		400.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	214979		180.00
240-2427-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	214979		630.33
240-2431-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	214979		800.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	214979		835.00
240-2433-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	214979		530.00
240-2434-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	214979		355.00
240-2435-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	214979		500.00
240-2431-7887	RUDY'S PLUMBING INC	Backflow Testing (Las Brisas LLD)	215039		115.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing (Entrance Park)	215039		115.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing (Royal Oaks Trail)	215039		115.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing (Royal Oaks Trail)	215039		115.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing (Glenn Miller Park)	215039		115.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing (Royal Oaks Pk Ext)	215039		115.00
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing (Hunt Dr Median)	215039		115.00
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing (Hunt Dr Median)	215039		115.00
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing (Duarte Rd Median)	215039		115.00
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing (Duarte Rd Median)	215039		115.00
240-2427-7887	RUDY'S PLUMBING INC	Backflow Testing (Rancho Verde LLD)	215039		115.00
240-2420-7887	RUDY'S PLUMBING INC	Backflow Testing (Kendrick Tract LLD)	215039		57.50
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing (Royal Oaks Park)	215039		57.50
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing (Royal Oaks Park)	215039		57.50
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing (Encanto Parkway Turf)	215039		115.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing (Thorsen Park)	215039		115.00
240-2424-7887	RUDY'S PLUMBING INC	Backflow Testing (Windsor LL	215039		115.00
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					45,110.03
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7619	CITY OF MONROVIA	Fuel-Transportation Dept 3/2020	215024		84.32
440-4405-7821	VERIZONWIRELESS	VW-Transit Internet 3/19/20 - 4/18/20	EFT09743		48.12
Fund 440 - PROPOSITION A TRANSIT FUND Total:					132.44
Fund: 520 - TOWN CENTER DEBT SERVICE FUND					
520-5205-8314	U.S. BANK CORPORATE TRUST	2013 COP Trustee Fees 4/1/20 - 3/31/21	472		1,650.00
Fund 520 - TOWN CENTER DEBT SERVICE FUND Total:					1,650.00
Grand Total:					237,042.15

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	177,749.27
220 - GAS TAX FUN	12,400.41
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	45,110.03
440 - PROPOSITION A TRANSIT FUND	132.44
520 - TOWN CENTER DEBT SERVICE FUND	1,650.00
Grand Total:	237,042.15

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7647	Travel & Exp - Reilly	-35.00
100-1005-7980	Other Expenses	274.30
100-1010-7612	Publications and Dues	90.00
100-1010-7670	Legal Notices	840.00
100-1010-7980	Other Expenses	335.80
100-1015-7682	Labor Counsel Legal	3,110.00
100-1015-7684	Code Enforcement Legal	8,959.71
100-1020-7712	Community Information	24.98
100-1020-7713	Historical Museum Bldg	370.92
100-1020-7722	City Web Site	1,412.40
100-1020-7724	Post Office Parking	230.00
100-1205-7614	Office Supplies	28.94
100-1205-7615	Emergency Supplies	2,414.29
100-1205-7650	Vehicle Maintenance	1,515.85
100-1205-7655	Emergency Services	855.68
100-1205-7761	Parking Ticket Collect	6,266.15
100-1205-7762	Parking Pass Kiosk Costs	269.65
100-1205-7779	Youth Programs	2,351.20
100-1205-7780	Animal Control	6,288.85
100-1205-7781	Contract Law Enforceme	6,692.33
100-1205-7787	Public Safety Cntr Lease	2,527.75
100-1205-7980	Other Expenses	70,612.03
100-1405-7613	Duplications And Photos	77.14
100-1405-7650	Vehicle Maintenance	747.76
100-1405-7965	Professional Services	1,602.50
100-1405-7967	Public Works Inspection	679.00
100-1405-7969	City Engineer	12,240.00
100-1405-7980	Other Expenses	35.60
100-1410-7636	Uniforms	927.31
100-1410-7650	Vehicle Maintenance	1,279.97
100-1410-7656	Emergency Generator	557.42
100-1410-7980	Other Expenses	235.81
100-1415-7916	Landscape-Sport Park	2,860.00
100-1605-7650	Vehicle Maintenance	200.20
100-1605-7730	Special Events	197.80
100-1605-7733	Senior Center	100.00
100-1605-7739	Publicity	1,247.17
100-1605-7980	Other Expenses	338.14
100-1610-7617	Pool Chemicals	1,158.51
100-1610-7618	Building Supplies	2,575.46
100-1610-7636	Uniforms	70.00
100-1610-7652	Building Maint Services	765.12
100-1805-7654	Audit Services	6,500.00
100-1805-7980	Other Expenses	53.65
100-1810-7673	Physical Exams	142.50
100-1815-7632	Software Maintenance	1,593.00
100-1815-7830	Telephones	1,340.10
100-1815-7965	Professional Services	8,700.00

Account Summary

Account Number	Account Name	Payment Amount
100-1815-7980	Other Expenses	235.60
100-1825-7626	Postage	151.33
100-1825-7630	Equipment Lease	1,269.22
100-1825-7631	Equipment Maintenance	147.06
100-1825-7688	Oil Recycling Grant	2,533.84
100-1825-7945	Operation Of Acq Prop	83.34
100-2023	EE City Kitty Contributio	99.99
100-2121	Pass Through Deposits	2,850.00
100-4204	Animal Licenses	20.00
100-4302	Parking Citations	60.00
100-4407	Sports Field Rentals	4,955.00
100-4408	Property Rental	1,710.90
100-4801	Recreation Class Fees	1,903.00
100-4809	Sports Program Fees	70.00
220-2205-8070	Street Improvements (C	2,732.86
220-2210-7811	Street Maintenance	1,152.60
220-2210-7813	Regulatory Signs	651.53
220-2220-7980	Other Expenses	78.22
220-2225-7980	Other Expenses	7,785.20
240-2405-7888	Repairs-Citywide	737.85
240-2410-7662	Other Serv-Citywide	920.00
240-2410-7663	Other Serv-Medians	460.00
240-2410-7888	Repairs-Citywide	1,317.54
240-2410-7915	Landscape-Citywide	15,000.00
240-2410-7917	Landscape-Medians	10,660.00
240-2420-7887	Repairs & Replacements	57.50
240-2420-7914	Landscape Maintenance	690.32
240-2421-7914	Landscape Maintenance	2,600.00
240-2422-7914	Landscape Maintenance	961.16
240-2423-7914	Landscape Maintenance	1,800.00
240-2424-7887	Repairs & Replacements	115.00
240-2424-7914	Landscape Maintenance	1,100.00
240-2425-7914	Landscape Maintenance	800.00
240-2426-7914	Landscape Maintenance	360.00
240-2427-7887	Repairs & Replacements	115.00
240-2427-7914	Landscape Maintenance	1,260.66
240-2431-7887	Repairs & Replacements	115.00
240-2431-7914	Landscape Maintenance	1,600.00
240-2432-7914	Landscape Maintenance	1,670.00
240-2433-7914	Landscape Maintenance	1,060.00
240-2434-7914	Landscape Maintenance	710.00
240-2435-7914	Landscape Maintenance	1,000.00
440-4405-7619	Fuel And Oil	84.32
440-4405-7821	Person'l Computr Suppo	48.12
520-5205-8314	Trustee Services	1,650.00
Grand Total:		237,042.15

Project Account Summary

Project Account Key	Payment Amount
None	156,199.37
201904-Other Exp-Tobacco Grant	27,325.09
201914-Other Expenses-Cal VIP	42,489.67
202001-Used Oil-Expense-OPP9-18-0016 FY18/19	2,533.84
202024- Emergency Svcs/Coronavirus Response	45.90
202024- Other Expense/Coronavirus Response	359.45
202024-Animal Control-Coronavirus Response	192.88
202024-Bldg Supp-Coronavirus Response	208.21
202024-Emergency Supplies-Coronavirus Response	2,414.29

Project Account Summary

Project Account Key	Payment Amount
202024-Other Expenses-Coronavirus Response	281.94
202024-Publicity/ Coronavirus Response	1,247.17
250004 - Property Rent - Nextel Rent (Otis Gordon)	1,710.90
250016-Oper of Acq Prop-1229 Pops Road	83.34
DMGE051-Deputies Time-Oversee Removal of Haz Mat'I	1,950.10
Grand Total:	<u>237,042.15</u>



City of Duarte

Council Warrant Register By Vendor By Fund

Payment Dates 05/14/2020 - 05/27/2020

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 1388 - AIDA TORRES					
100-1205-7779	AIDA TORRES	DART Masks	5012020		100.00
100-1205-7779	AIDA TORRES	Duarte YAL - Temple Station CAL PAL Registration	5112020		325.00
100-1205-7980	AIDA TORRES	Tobacco School Ed Program Uniforms	5062020	201904-Other Exp-Tobacco Gr	1,733.10
Vendor 1388 - AIDA TORRES Total:					2,158.10
Vendor: T4273 - ALLA AKISHINA					
100-4801	ALLA AKISHINA	Senior Class Refund-Cross Fit	2000108.005		10.00
100-4801	ALLA AKISHINA	Senior Class Refund-Tai Qi/QiGong	2000119.005		40.00
100-4801	ALLA AKISHINA	Senior Class Refund-Exercise w/Shelly	2000154.005		20.00
Vendor T4273 - ALLA AKISHINA Total:					70.00
Vendor: T4304 - ANN NOEL					
100-4801	ANN NOEL	Senior Class Refund-Exercise w/Shelly	2000161.005		20.00
Vendor T4304 - ANN NOEL Total:					20.00
Vendor: T4311 - ANN VALLEROY					
100-4801	ANN VALLEROY	Senior Class Refund-Exercise w/Shelly	2000174.005		20.00
Vendor T4311 - ANN VALLEROY Total:					20.00
Vendor: 3579 - ARMSTRONG & WALKER LANDSCAPE ARCHITECT					
100-2121	ARMSTRONG & WALKER LAN	COH Duarte Rd Landscape Review	4282020		1,740.00
Vendor 3579 - ARMSTRONG & WALKER LANDSCAPE ARCHITECT Total:					1,740.00
Vendor: 6066 - AZUSA PACIFIC UNIVERSITY-COMMUNITY COUNSELING CENTER					
100-1205-7980	AZUSA PACIFIC UNIVERSITY-C	Cal VIP CBO 2/1/20 - 4/30/20	PGB013-03	201914-Other Expenses-Cal V	42,489.67
Vendor 6066 - AZUSA PACIFIC UNIVERSITY-COMMUNITY COUNSELING CENTER Total:					42,489.67
Vendor: 5805 - BAY ALARM COMPANY					
100-1020-7713	BAY ALARM COMPANY	Museum Fire Monitor 6/1/20 - 9/1/20	17343522		181.92
100-1020-7713	BAY ALARM COMPANY	Museum Burgulary Monitor 6/1/20 - 9/1/20	17343591		189.00
Vendor 5805 - BAY ALARM COMPANY Total:					370.92
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
100-1020-7724	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	6770237		115.00
100-1415-7916	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	6770237		1,430.00
100-1825-7945	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	6770237	250016-Oper of Acq Prop-122	41.67
100-1020-7724	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	6805436		115.00
100-1415-7916	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	6805436		1,430.00
100-1825-7945	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	6805436	250016-Oper of Acq Prop-122	41.67
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					3,173.34
Vendor: 5820 - BUCKNAM INFRASTRUCTURE GROUP INC					
100-1405-7965	BUCKNAM INFRASTRUCTURE	GIS Services	352-03.07		1,602.50
Vendor 5820 - BUCKNAM INFRASTRUCTURE GROUP INC Total:					1,602.50

Council Warrant Register By Vendor

Payment Dates: 05/14/2020 - 05/27/2020

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 4838 - BURKE, WILLIAMS & SORENSEN LLP					
100-1015-7682	BURKE, WILLIAMS & SORENSE	Labor Legal 4/2020	254013		3,110.00
Vendor 4838 - BURKE, WILLIAMS & SORENSEN LLP Total:					3,110.00
Vendor: 5559 - CALE AMERICA					
100-1205-7762	CALE AMERICA	WTP Fees 4/2020	159219		269.65
Vendor 5559 - CALE AMERICA Total:					269.65
Vendor: 5719 - CANON FINANCIAL SERVICES INC					
100-1825-7630	CANON FINANCIAL SERVICES I	PS Copier Lease 5/1/20 - 5/31/20	21425432		399.67
100-1825-7631	CANON FINANCIAL SERVICES I	PS Copier Maintenance 4/1/20 - 4/30/20	21425432		147.06
100-1825-7630	CANON FINANCIAL SERVICES I	CH(2)/SC/TC Copier Lease 5/1/20 - 5/31/20	21455337		869.55
Vendor 5719 - CANON FINANCIAL SERVICES INC Total:					1,416.28
Vendor: T4029 - CARLOS BRIZUELA					
100-4809	CARLOS BRIZUELA	Recreation Refund-Soccer (Ashley B)	2000789.002		35.00
100-4809	CARLOS BRIZUELA	Recreation Refund-Soccer (Kevin B)	2000806.002		35.00
Vendor T4029 - CARLOS BRIZUELA Total:					70.00
Vendor: T4307 - CAROL RICE					
100-4801	CAROL RICE	Senior Class Refund-Exercise w/Shelly	2000151.005		20.00
Vendor T4307 - CAROL RICE Total:					20.00
Vendor: T4294 - CAROLE PRIORE					
100-4801	CAROLE PRIORE	Senior Class Refund-Yoga	2000122.005		24.00
100-4801	CAROLE PRIORE	Senior Class Refund-Exercise w/Shelly	2000129.005		20.00
Vendor T4294 - CAROLE PRIORE Total:					44.00
Vendor: T4296 - CAROLE WELLS					
100-4801	CAROLE WELLS	Senior Class Refund-Yoga	2000128.005		24.00
Vendor T4296 - CAROLE WELLS Total:					24.00
Vendor: T4293 - CATHY BAUM					
100-4801	CATHY BAUM	Senior Class Refund-Yoga	2000125.0005		24.00
Vendor T4293 - CATHY BAUM Total:					24.00
Vendor: T4301 - CECILIA FRAGOZA					
100-4801	CECILIA FRAGOZA	Senior Class Refund-Exercise w/Shelly	2000155.005		20.00
Vendor T4301 - CECILIA FRAGOZA Total:					20.00
Vendor: T4282 - CECILIA SARSADIAS					
100-4801	CECILIA SARSADIAS	Senior Class Refund-Cross Fit	2000111.005		10.00
100-4801	CECILIA SARSADIAS	Senior Class Refund-Tai Qi/QiGong	2000120.005		40.00
100-4801	CECILIA SARSADIAS	Senior Class Refund-Exercise w/Shelly	2000169.005		20.00
Vendor T4282 - CECILIA SARSADIAS Total:					70.00
Vendor: 5120 - CHARLES ABBOTT ASSOCIATES INC					
100-1405-7967	CHARLES ABBOTT ASSOCIATES	Public Works Inspections 4/2020	61033		679.00
Vendor 5120 - CHARLES ABBOTT ASSOCIATES INC Total:					679.00
Vendor: T3385 - CHARLESETTA WILLIAMS					
100-4801	CHARLESETTA WILLIAMS	Senior Class Refund-Exercise w/Shelly	2000096.005		20.00
100-4801	CHARLESETTA WILLIAMS	Senior Class Refund-Cross Fit	2000098.005		10.00
Vendor T3385 - CHARLESETTA WILLIAMS Total:					30.00
Vendor: T4285 - CHERI WHITE					
100-4801	CHERI WHITE	Senior Class Refund-Exercise w/Shelly	2000097.005		20.00

Council Warrant Register By Vendor

Payment Dates: 05/14/2020 - 05/27/2020

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-4801	CHERI WHITE	Senior Class Refund-Cross Fit	2000101.005		10.00
Vendor T4285 - CHERI WHITE Total:					30.00
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maintenance Uniform	4049047988		35.00
100-1610-7636	CINTAS CORPORATION #693	Facility Maintenance Uniform	4049627840		35.00
Vendor 5140 - CINTAS CORPORATION #693 Total:					70.00
Vendor: 0903 - CITY OF MONROVIA					
100-1410-7650	CITY OF MONROVIA	Fuel-Field Srvc 3/2020	2002331		1,279.97
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Recreation 3/2020	2002332		200.20
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 3/2020	2002333		1,060.42
100-1405-7650	CITY OF MONROVIA	Fuel-Cmty Develop 3/2020	2002334		52.75
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 3/2020	2002335		4,646.53
Vendor 0903 - CITY OF MONROVIA Total:					7,239.87
Vendor: 1722 - D & D SERVICES INC					
100-1205-7780	D & D SERVICES INC	Deceased Animal Disposial 4/2020	73819		316.80
Vendor 1722 - D & D SERVICES INC Total:					316.80
Vendor: 5501 - DATA TICKET INC					
100-1205-7761	DATA TICKET INC	Parking Citation Processing 3/2020	112301		2,413.58
100-1205-7761	DATA TICKET INC	Admin Citation Processing 3/2020	111600		91.57
Vendor 5501 - DATA TICKET INC Total:					2,505.15
Vendor: T4173 - DAVID EVANOFF					
100-4801	DAVID EVANOFF	Senior Class Refund-Yoga	2000127.005		24.00
Vendor T4173 - DAVID EVANOFF Total:					24.00
Vendor: T4181 - DENNIS GREENWELL					
100-4801	DENNIS GREENWELL	Senior Class Refund-Exercise w/Shelly (Mairead G)	2000181.005		20.00
100-4801	DENNIS GREENWELL	Senior Class Refund-Exercise w/Shelly (Dennis G)	2000182.005		20.00
Vendor T4181 - DENNIS GREENWELL Total:					40.00
Vendor: T3659 - DORTHA JUNE HIRSCH					
100-4801	DORTHA JUNE HIRSCH	Senior Class Refund-Exercise w/Shelly	2000135.005		20.00
Vendor T3659 - DORTHA JUNE HIRSCH Total:					20.00
Vendor: 6085 - DOUGLAS EDWARDS					
100-1605-7733	DOUGLAS EDWARDS	SC Lecture-Sacred Art of Listening	5/7/2020		100.00
Vendor 6085 - DOUGLAS EDWARDS Total:					100.00
Vendor: 0077 - DUARTE UNIFIED SCHOOL DISTRICT					
100-4408	DUARTE UNIFIED SCHOOL DIS	Nextel Lease 5/2020	84916	250004 - Property Rent - Next	1,710.90
Vendor 0077 - DUARTE UNIFIED SCHOOL DISTRICT Total:					1,710.90
Vendor: 4410 - DUARTE UNIFIED SCHOOL DISTRICT					
100-1205-7980	DUARTE UNIFIED SCHOOL DIS	Tobacco School/Cmty Education FY20	1483	201904-Other Exp-Tobacco Gr	25,539.00
Vendor 4410 - DUARTE UNIFIED SCHOOL DISTRICT Total:					25,539.00
Vendor: 5873 - ELIE FARAH INC					
100-1405-7969	ELIE FARAH INC	Bike Trail Design/Grant Assist 3/15/20 - 4/28/20	5 DUA18-47		4,600.00
Vendor 5873 - ELIE FARAH INC Total:					4,600.00
Vendor: 1357 - EXECUTIVE ELEVATOR INC					
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 4/2020	89091		135.00
Vendor 1357 - EXECUTIVE ELEVATOR INC Total:					135.00

Council Warrant Register By Vendor

Payment Dates: 05/14/2020 - 05/27/2020

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 0087 - FEDEX					
100-1825-7626	FEDEX	Document Delivery	7-006-32484		151.33
				Vendor 0087 - FEDEX Total:	151.33
Vendor: T4288 - FELICISIMA MACALINTAL					
100-4801	FELICISIMA MACALINTAL	Senior Class Refund- Piano/Keyboard	2000103.005		40.00
100-4801	FELICISIMA MACALINTAL	Senior Class Refund-Exercise w/Shelly (Felicisima)	2000179.005		20.00
100-4801	FELICISIMA MACALINTAL	Senior Class Refund-Exercise w/Shelly (Jose M)	2000180.005		20.00
				Vendor T4288 - FELICISIMA MACALINTAL Total:	80.00
Vendor: T4305 - FLO OLOTEO					
100-4801	FLO OLOTEO	Senior Class Refund-Exercise w/Shelly	2000147.005		20.00
				Vendor T4305 - FLO OLOTEO Total:	20.00
Vendor: T4269 - FRANK CASTRO					
100-1205-7780	FRANK CASTRO	Dog License Overpayment	020-2632		15.00
				Vendor T4269 - FRANK CASTRO Total:	15.00
Vendor: 4039 - FSP DESIGNS					
100-1205-7779	FSP DESIGNS	DART Senior Graduation Sash	7080		520.30
				Vendor 4039 - FSP DESIGNS Total:	520.30
Vendor: 4690 - FULLER ENGINEERING INC					
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	141272		1,158.51
				Vendor 4690 - FULLER ENGINEERING INC Total:	1,158.51
Vendor: 6179 - GEO PLASTICS (CA)					
100-1825-7688	GEO PLASTICS (CA)	CalRecycle Used Oil Container	72904	202001-Used Oil-Expense-OP	2,093.21
				Vendor 6179 - GEO PLASTICS (CA) Total:	2,093.21
Vendor: T2577 - GEORGE VANHOVE					
100-4801	GEORGE VANHOVE	Senior Class Refund-Exercise w/Shelly (George V)	2000133.005		20.00
100-4801	GEORGE VANHOVE	Senior Class Refund-Exercise w/Shelly (Ann G)	2000134.005		20.00
				Vendor T2577 - GEORGE VANHOVE Total:	40.00
Vendor: T4280 - GRACE AUYEUNG					
100-4801	GRACE AUYEUNG	Senior Class Refund- Piano/Keyboard (Grace A)	2000100.005		40.00
100-4801	GRACE AUYEUNG	Senior Class Refund- Piano/Keyboard (Frederick A)	2000102.005		40.00
				Vendor T4280 - GRACE AUYEUNG Total:	80.00
Vendor: 5347 - GRANICUS INC					
100-1020-7722	GRANICUS INC	Civica Website Hosting 4/19/20 - 5/18/20	125461		706.20
100-1020-7722	GRANICUS INC	Civica Website Hosting 5/19/20 - 6/18/20	126557		706.20
				Vendor 5347 - GRANICUS INC Total:	1,412.40
Vendor: 5367 - HENDERSON'S					
100-1410-7636	HENDERSON'S	Field Services Uniforms	34571		927.31
				Vendor 5367 - HENDERSON'S Total:	927.31
Vendor: T4276 - JANE CHI					
100-4801	JANE CHI	Senior Class Refund-Cross Fit	2000116.005		10.00
				Vendor T4276 - JANE CHI Total:	10.00
Vendor: T4299 - JANICE BUCK					
100-4801	JANICE BUCK	Senior Class Refund-Exercise w/Shelly	2000139.005		20.00
				Vendor T4299 - JANICE BUCK Total:	20.00

Council Warrant Register By Vendor

Payment Dates: 05/14/2020 - 05/27/2020

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: T4312 - JO ANN WATKINS					
100-4801	JO ANN WATKINS	Senior Class Refund-Exercise w/Shelly	2000176.005		20.00
Vendor T4312 - JO ANN WATKINS Total:					20.00
Vendor: T4284 - JOHN SECHINI					
100-4801	JOHN SECHINI	Senior Class Refund-Cross Fit	2000106.005		10.00
100-4801	JOHN SECHINI	Senior Class Refund-Exercise w/Shelly	2000144.005		20.00
Vendor T4284 - JOHN SECHINI Total:					30.00
Vendor: T4287 - JUDY KNOOP					
100-4801	JUDY KNOOP	Senior Class Refund-Piano/Keyboard	2000099.005		40.00
Vendor T4287 - JUDY KNOOP Total:					40.00
Vendor: T3230 - KIRSTEN NIELSEN					
100-4801	KIRSTEN NIELSEN	Senior Class Refund-Cross Fit	2000113.005		10.00
100-4801	KIRSTEN NIELSEN	Senior Class Refund-Exercise w/Shelly	2000171.005		20.00
Vendor T3230 - KIRSTEN NIELSEN Total:					30.00
Vendor: T4278 - LAKAR KAMAHAMNAN					
100-4801	LAKAR KAMAHAMNAN	Senior Class Refund-Cross Fit	2000110.005		10.00
100-4801	LAKAR KAMAHAMNAN	Senior Class Refund-Exercise w/Shelly	2000158.005		20.00
Vendor T4278 - LAKAR KAMAHAMNAN Total:					30.00
Vendor: T4308 - LANY SETIA					
100-4801	LANY SETIA	Senior Class Refund-Exercise w/Shelly	2000178.005		20.00
Vendor T4308 - LANY SETIA Total:					20.00
Vendor: T4313 - LATRICE DAVIS					
100-4204	LATRICE DAVIS	Dog License Overpayment	DL28763		20.00
Vendor T4313 - LATRICE DAVIS Total:					20.00
Vendor: T4290 - LENORA FLINT					
100-4801	LENORA FLINT	Senior Class Refund-Tai Qi/QiGong	2000121.005		40.00
100-4801	LENORA FLINT	Senior Class Refund-Exercise w/Shelly	2000172.005		20.00
Vendor T4290 - LENORA FLINT Total:					60.00
Vendor: T3195 - LEROY HUEBERT					
100-4801	LEROY HUEBERT	Senior Class Refund-Exercise w/Shelly (Marilyn H)	2000156.005		20.00
100-4801	LEROY HUEBERT	Senior Class Refund-Exercise w/Shelly (Leroy H)	2000157.005		20.00
Vendor T3195 - LEROY HUEBERT Total:					40.00
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
100-1205-7781	LOS ANGELES COUNTY SHERIF	Sonic Movie Shot 2/5/20 - 2/6/20	203172AL		95.70
100-2121	LOS ANGELES COUNTY SHERIF	Sonic Movie Shot 2/5/20 - 2/6/20	203172AL		1,110.00
100-1205-7781	LOS ANGELES COUNTY SHERIF	City of Hope Haz Mat Removal 2/12/2020	203173AL	DMGE051-Deputies Time-Ove	1,950.10
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					3,155.80
Vendor: T4303 - LYN MCAFEE					
100-4801	LYN MCAFEE	Senior Class Refund-Exercise w/Shelly	2000145.005		20.00
Vendor T4303 - LYN MCAFEE Total:					20.00
Vendor: T2436 - MAGDALENA ATENCIO					
100-4801	MAGDALENA ATENCIO	Senior Class Refund-Exercise w/Shelly	2000165.005		20.00
Vendor T2436 - MAGDALENA ATENCIO Total:					20.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5868 - MAINTEX INC					
100-1610-7618	MAINTEX INC	Janitorial Supplies	781764-00		943.85
100-1610-7618	MAINTEX INC	Janitorial Supplies	780979-00		312.19
100-1610-7618	MAINTEX INC	Janitorial Supplies	782447-00		220.68
100-1610-7618	MAINTEX INC	Janitorial Supplies (COVID-19)	775903-02	202024-Bldg Supp-Coronaviru	44.11
100-1610-7618	MAINTEX INC	Janitorial Supplies (COVID-19)	781764-01	202024-Bldg Supp-Coronaviru	88.21
Vendor 5868 - MAINTEX INC Total:					1,609.04
Vendor: T4275 - MARIA G CERVANTES					
100-4801	MARIA G CERVANTES	Senior Class Refund-Cross Fit	2000114.005		10.00
100-4801	MARIA G CERVANTES	Senior Class Refund-Western Line Dance	2000130.005		35.00
100-4801	MARIA G CERVANTES	Senior Class Refund-Exercise w/Shelly	2000173.005		20.00
Vendor T4275 - MARIA G CERVANTES Total:					65.00
Vendor: T4302 - MARIA JARAMILLO					
100-4801	MARIA JARAMILLO	Senior Class Refund-Exercise w/Shelly	2000163.005		20.00
Vendor T4302 - MARIA JARAMILLO Total:					20.00
Vendor: T4270 - MARILYN J SOTO					
100-4302	MARILYN J SOTO	Citation Refund	DU020009711		60.00
Vendor T4270 - MARILYN J SOTO Total:					60.00
Vendor: T4272 - MARINA WANG					
100-1205-7780	MARINA WANG	Dog License Overpayment	020-2627/020-2628		12.50
Vendor T4272 - MARINA WANG Total:					12.50
Vendor: T4279 - MARION J MEYERS					
100-4801	MARION J MEYERS	Senior Class Refund-Strength Training	2000123.005		64.00
Vendor T4279 - MARION J MEYERS Total:					64.00
Vendor: T2684 - MARTHA QUINONES					
100-4801	MARTHA QUINONES	Senior Class Refund-Exercise w/Shelly Martha Q)	2000152.005		20.00
100-4801	MARTHA QUINONES	Senior Class Refund-Exercise w/Shelly (Richard Q)	2000153.005		20.00
Vendor T2684 - MARTHA QUINONES Total:					40.00
Vendor: T4295 - MARTINA SANCHEZ					
100-4801	MARTINA SANCHEZ	Senior Class Refund-Yoga	2000126.005		24.00
100-4801	MARTINA SANCHEZ	Senior Class Refund-Exercise w/Shelly	2000162.005		20.00
Vendor T4295 - MARTINA SANCHEZ Total:					44.00
Vendor: T4306 - MARY PAT PADDOCK					
100-4801	MARY PAT PADDOCK	Senior Class Refund-Exercise w/Shelly (Mary Pat P)	2000166.005		20.00
100-4801	MARY PAT PADDOCK	Senior Class Refund-Exercise w/Shelly (Charles P)	2000167.005		20.00
Vendor T4306 - MARY PAT PADDOCK Total:					40.00
Vendor: 4286 - MAXTREME INC					
100-1815-7632	MAXTREME INC	Gsuite accessduarte.com 4/2020	13465		1,092.00
100-1815-7632	MAXTREME INC	Office 365 4/2020	13465		429.00
100-1815-7632	MAXTREME INC	Gsuite Maxhaven 4/2020	13465		72.00
100-1815-7965	MAXTREME INC	IT Helpdesk 5/2020	13467		8,700.00
100-1815-7980	MAXTREME INC	Crash Plan Recovery 5/2020	13467		200.00
Vendor 4286 - MAXTREME INC Total:					10,493.00
Vendor: T3416 - MIKE HUISMAN					
100-4801	MIKE HUISMAN	Senior Class Refund-Exercise w/Shelly	2000140.005		20.00
Vendor T3416 - MIKE HUISMAN Total:					20.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6129 - MORNEAU SHEPELL LIMITED					
100-1810-7673	MORNEAU SHEPELL LIMITED	Drug and/or Alcohol Testing 1/1/20 - 3/31/20	1173849		142.50
Vendor 6129 - MORNEAU SHEPELL LIMITED Total:					142.50
Vendor: 5794 - MOSS, LEVY & HARTZHEIM LLP					
100-1805-7654	MOSS, LEVY & HARTZHEIM LL	FY20 Interim Audti Fieldwork	10071		6,500.00
Vendor 5794 - MOSS, LEVY & HARTZHEIM LLP Total:					6,500.00
Vendor: 2461 - MVP, LLC					
100-1205-7787	MVP, LLC	Actual 2019 CAM/Taxes/Rubbish/Insuranc	4152020		2,527.75
Vendor 2461 - MVP, LLC Total:					2,527.75
Vendor: T4286 - NANCY ZEPEDA					
100-4801	NANCY ZEPEDA	Senior Class Refund-Cross Fit	2000104.005		10.00
100-4801	NANCY ZEPEDA	Senior Class Refund-Exercise w/Shelly	2000136.005		20.00
Vendor T4286 - NANCY ZEPEDA Total:					30.00
Vendor: 5845 - NEC FINANCIAL SERVICES LLC					
100-1815-7830	NEC FINANCIAL SERVICES LLC	Mitel Phone System Pymt 29	51920-29		1,340.10
Vendor 5845 - NEC FINANCIAL SERVICES LLC Total:					1,340.10
Vendor: T4281 - NICK PAPAGELIS					
100-4801	NICK PAPAGELIS	Senior Class Refund-Cross Fit	2000107.005		10.00
100-4801	NICK PAPAGELIS	Senior Class Refund-Exercise w/Shelly	2000146.005		20.00
Vendor T4281 - NICK PAPAGELIS Total:					30.00
Vendor: T4271 - NICOLE TOLOSA					
100-1205-7780	NICOLE TOLOSA	Dog License Overpayment	020-2630		15.00
Vendor T4271 - NICOLE TOLOSA Total:					15.00
Vendor: T3489 - OLGA BILBREY					
100-4801	OLGA BILBREY	Senior Class Refund-Exercise w/Shelly	2000141.005		20.00
Vendor T3489 - OLGA BILBREY Total:					20.00
Vendor: T2345 - OLGA GRAU					
100-4801	OLGA GRAU	Senior Class Refund-Exercise w/Shelly	2000142.005		20.00
Vendor T2345 - OLGA GRAU Total:					20.00
Vendor: 5851 - OLGALIVIER GARCIA					
100-1205-7779	OLGALIVIER GARCIA	PS Intern Stipend	5/2020		100.00
100-1205-7779	OLGALIVIER GARCIA	PS Intern Stipend	6/2020		100.00
Vendor 5851 - OLGALIVIER GARCIA Total:					200.00
Vendor: T3267 - OPPORTUNITIES FOR LEARNING					
100-4407	OPPORTUNITIES FOR LEARNI	Field Use Refund (COVID-19)	R83727/83640		1,140.00
Vendor T3267 - OPPORTUNITIES FOR LEARNING Total:					1,140.00
Vendor: T3082 - PASADENA RFC					
100-4407	PASADENA RFC	Field Use Refund (COVID-19)	R83390		3,815.00
Vendor T3082 - PASADENA RFC Total:					3,815.00
Vendor: T4309 - PAT SLEETER					
100-4801	PAT SLEETER	Senior Class Refund-Exercise w/Shelly	2000183.005		20.00
Vendor T4309 - PAT SLEETER Total:					20.00
Vendor: T4291 - PAULA LAPORTE					
100-4801	PAULA LAPORTE	Senior Class Refund-Western Line Dance (Paula L)	2000131.005		35.00
100-4801	PAULA LAPORTE	Senior Class Refund-Western Line Dance (Denis L)	2000132.005		35.00
Vendor T4291 - PAULA LAPORTE Total:					70.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: T4297 - POLA BOUTON					
100-4801	POLA BOUTON	Senior Class Refund-Exercise w/Shelly	2000164.005		20.00
Vendor T4297 - POLA BOUTON Total:					20.00
Vendor: 2466 - POST ALARM SYSTEMS					
100-1610-7652	POST ALARM SYSTEMS	City Hall/Yard Alarm Monitoring 5/1/20 - 5/31/20	1257630		87.56
100-1610-7652	POST ALARM SYSTEMS	Fitness Ctr Alarm Service Call	1264562		165.00
100-1610-7652	POST ALARM SYSTEMS	City Hall/Yard Alarm Monitoring 6/1/20 - 6/30/20	1265820		87.56
Vendor 2466 - POST ALARM SYSTEMS Total:					340.12
Vendor: 0231 - POSTMASTER					
100-1205-7780	POSTMASTER	Dog License Renewal Letters (Permit #33)	5052020		570.00
Vendor 0231 - POSTMASTER Total:					570.00
Vendor: T4292 - REBECCA ARES					
100-4801	REBECCA ARES	Senior Class Refund-Yoga	2000124.005		24.00
100-4801	REBECCA ARES	Senior Class Refund-Exercise w/Shelly	2000137.005		20.00
Vendor T4292 - REBECCA ARES Total:					44.00
Vendor: 4998 - RICOH USA INC					
100-1405-7613	RICOH USA INC	Lg Format Copier Maintenance 5/1/20 - 7/31/2	5059476686		77.14
Vendor 4998 - RICOH USA INC Total:					77.14
Vendor: 0904 - RKA CONSULTING GROUP					
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 3/2020	29876		5,040.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 3/202	29877		1,480.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Consulting 3/202	29878		1,120.00
Vendor 0904 - RKA CONSULTING GROUP Total:					7,640.00
Vendor: T4277 - RONALD DIAZ					
100-4801	RONALD DIAZ	Senior Class Refund-Cross Fit	2000112.005		10.00
100-4801	RONALD DIAZ	Senior Class Refund-Exercise w/Shelly	2000170.005		20.00
Vendor T4277 - RONALD DIAZ Total:					30.00
Vendor: T4298 - ROXANA BRIGGS					
100-4801	ROXANA BRIGGS	Senior Class Refund-Exercise w/Shelly	2000168.005		20.00
Vendor T4298 - ROXANA BRIGGS Total:					20.00
Vendor: 4142 - RUDY'S PLUMBING INC					
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing (Senior Ctr)	5031		115.00
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing (Training Poo	5050		57.50
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing (Fitness Ctr)	5052		57.50
Vendor 4142 - RUDY'S PLUMBING INC Total:					230.00
Vendor: T4189 - SALLY HOLMES					
100-4801	SALLY HOLMES	Senior Class Refund-Cross Fit	2000109.005		10.00
Vendor T4189 - SALLY HOLMES Total:					10.00
Vendor: 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY					
100-1205-7780	SAN GABRIEL VALLEY HUMAN	Animal Shelter Services 5/202	5-2020D		5,166.67
Vendor 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY Total:					5,166.67
Vendor: T2566 - SHIRLEY FLASH					
100-4801	SHIRLEY FLASH	Senior Class Refund-Exercise w/Shelly	2000160.005		20.00
Vendor T2566 - SHIRLEY FLASH Total:					20.00
Vendor: T2685 - SHIRLEY RAWSON					
100-4801	SHIRLEY RAWSON	Senior Class Refund-Exercise w/Shelly	2000143.005		20.00
Vendor T2685 - SHIRLEY RAWSON Total:					20.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5441 - SILVER & WRIGHT LLP					
100-1015-7684	SILVER & WRIGHT LLP	1939 Wardell Legal 3/2020	26479		89.60
100-1015-7684	SILVER & WRIGHT LLP	Arberry Legal 3/2020	26479		626.50
100-1015-7684	SILVER & WRIGHT LLP	Tobacco Enforcement Legal 3/2020	26479		358.40
100-1015-7684	SILVER & WRIGHT LLP	2163 Hunt Dr Legal 3/2020	26479		201.60
100-1015-7684	SILVER & WRIGHT LLP	1398 Hunt Dr Legal 3/2020	26479		201.60
100-1015-7684	SILVER & WRIGHT LLP	1001 Las Lomas Legal 3/2020	26479		7,482.01
Vendor 5441 - SILVER & WRIGHT LLP Total:					8,959.71
Vendor: 4575 - SOUTH COAST AQMD					
100-1410-7656	SOUTH COAST AQMD	I C E Emergency Generator Fee FY19-20	3633351		421.02
100-1410-7656	SOUTH COAST AQMD	Emergency Generator Emissions FY19-20	3635711		136.40
Vendor 4575 - SOUTH COAST AQMD Total:					557.42
Vendor: 0220 - SOUTHERN CALIFORNIA NEWS GROUP					
100-1010-7670	SOUTHERN CALIFORNIA NEW	Legal Advertising 4/2020	480120		840.00
Vendor 0220 - SOUTHERN CALIFORNIA NEWS GROUP Total:					840.00
Vendor: T4310 - SUNEI THONGTHA					
100-4801	SUNEI THONGTHA	Senior Class Refund-Exercise w/Shelly	2000159.005		20.00
Vendor T4310 - SUNEI THONGTHA Total:					20.00
Vendor: 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES					
100-1205-7761	SUPERIOR CT OF CAL CO OF L	Citation Revenue Tax 4/2020	5132020		3,761.00
Vendor 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES Total:					3,761.00
Vendor: 74274 - SUSAN BURMINGHAM					
100-4801	SUSAN BURMINGHAM	Senior Class Refund-Cross Fit	2000105.005		10.00
100-4801	SUSAN BURMINGHAM	Senior Class Refund-Exercise w/Shelly	2000138.005		20.00
Vendor 74274 - SUSAN BURMINGHAM Total:					30.00
Vendor: T4283 - TEODORO SARSADIAS					
100-4801	TEODORO SARSADIAS	Senior Class Refund-Cross Fit	2000115.005		10.00
100-4801	TEODORO SARSADIAS	Senior Class Refund-Exercise w/Shelly	2000175.005		20.00
Vendor T4283 - TEODORO SARSADIAS Total:					30.00
Vendor: 5866 - T-MOBILE					
100-1205-7655	T-MOBILE	Emergency Asset Tracking 3/21/20 - 4/20/20	4212020		12.60
Vendor 5866 - T-MOBILE Total:					12.60
Vendor: T4289 - TOMOKO SATO					
100-4801	TOMOKO SATO	Senior Class Refund-Piano/Keyboard	2000118.005		40.00
100-4801	TOMOKO SATO	Senior Class Refund-Exercise w/Shelly (Tomoko S)	2000149.005		20.00
100-4801	TOMOKO SATO	Senior Class Refund-Exercise w/Shelly (Bill S)	2000150.005		20.00
Vendor T4289 - TOMOKO SATO Total:					80.00
Vendor: 4484 - U.S. BANK					
100-1205-7614	U.S. BANK	Office Supplies (Target)	4272020BV		28.94
100-1205-7615	U.S. BANK	COVID-19 Laminator Pouches (Amazon)	4272020BV	202024-Emergency Supplies-	19.26
100-1205-7615	U.S. BANK	COVID-19 Supplies (Amazon)	4272020BV	202024-Emergency Supplies-	14.22
100-1205-7615	U.S. BANK	COVID-19 (2) Generators (Costco)	4272020BV	202024-Emergency Supplies-	1,073.49
100-1205-7615	U.S. BANK	Food Bank Staff Lunch COVID-19 (Jimmy Johns)	4272020BV	202024-Emergency Supplies-	216.40
100-1205-7615	U.S. BANK	COVID-19 Maps Laminator (Amazon)	4272020BV	202024-Emergency Supplies-	65.69
100-1205-7615	U.S. BANK	COVID-19 Supplies (Amazon)	4272020BV	202024-Emergency Supplies-	74.45

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1205-7615	U.S. BANK	COVID-19 Generator Supplies (Amazon)	4272020BV	202024-Emergency Supplies-	208.98
100-1205-7615	U.S. BANK	COVID-19 Supplies (Costco)	4272020BV	202024-Emergency Supplies-	242.11
100-1205-7615	U.S. BANK	15 Boxes Nitrile Gloves (Grainger)	4272020BV	202024-Emergency Supplies-	204.86
100-1205-7615	U.S. BANK	Drive-Thru Queuing Equipment (Amazon)	4272020BV	202024-Emergency Supplies-	294.83
100-1205-7655	U.S. BANK	COVID-19 Supplies (Rite Aid)	4272020BV	202024- Emergency Svcs/Cor	45.90
100-1205-7779	U.S. BANK	DART Virtual Events (Amazon)	4272020BV		255.00
100-1205-7779	U.S. BANK	DART Virtual Events (Amazon)	4272020BV		425.00
100-1205-7779	U.S. BANK	DART Virtual Events (Amazon)	4272020BV		375.00
100-1205-7779	U.S. BANK	DART Bi-Weekly Trivia (Kahoot!)	4272020BV		15.00
100-1205-7779	U.S. BANK	(20) Graduation Yard Signs (Curo)	4272020BV		240.90
100-1205-7779	U.S. BANK	Refund-DART APU Event	4272020BV		-105.00
100-1205-7980	U.S. BANK	Utility Tubs (COVID-19 (Targe	4272020BV	202024- Other Expense/Coro	9.86
100-1205-7980	U.S. BANK	COVID-19 Supplies/Gloves (Empire Cleaning)	4272020BV	202024- Other Expense/Coro	211.55
100-1205-7980	U.S. BANK	LASD/Public Health Operation (Max's Cuisine)	4272020BV		298.75
100-1205-7980	U.S. BANK	Office Water (Sparklett's)	4272020BV		121.08
100-1205-7980	U.S. BANK	COVID-19 Supplies/Gloves (United Packaging)	4272020BV	202024- Other Expense/Coro	100.00
100-1205-7980	U.S. BANK	COVID-19 Cleaning Supplies (Quill)	4272020BV	202024- Other Expense/Coro	38.04
100-1205-7980	U.S. BANK	Adode Creative Cloud	4272020BV	201904-Other Exp-Tobacco Gr	52.99
100-1205-7980	U.S. BANK	LASD/Public Health Operation (Vons)	4272020BV		17.99
100-1010-7612	U.S. BANK	Victoria Rocha MMASC Membership	4272020DJ		90.00
100-1020-7712	U.S. BANK	Hootsuite 4/2/20 - 5/1/20	4272020DJ		14.99
100-1020-7712	U.S. BANK	Spotify	4272020DJ		9.99
100-1825-7688	U.S. BANK	Used Oil Container Labels Design/Printing	4272020DJ	202001-Used Oil-Expense-OP	440.63
100-1005-7647	U.S. BANK	Refund-Liz Reilly CCCA Advocacy Day	4272020ME		-35.00
100-1605-7730	U.S. BANK	Bunny Drive Around Supplies (Vons)	4272020ME		72.72
100-1605-7730	U.S. BANK	Bunny Drive Around Banners (Curo)	4272020ME		100.70
100-1605-7730	U.S. BANK	Bunny Drive Around Supplies (Target)	4272020ME		8.98
100-1605-7730	U.S. BANK	Bunny Drive Around Supplies (Home Depot)	4272020ME		51.70
100-1605-7730	U.S. BANK	Bunny Drive Around Supplies (Silhouette America)	4272020ME		0.74
100-1605-7730	U.S. BANK	Return-Bunny Drive Around Supplies (Home Depot)	4272020ME		-37.04
100-1605-7739	U.S. BANK	COVID Social Distancing Park Banners (Curo)	4272020ME	202024-Publicity/ Coronaviru	1,247.17
100-1605-7980	U.S. BANK	Staff Lunch Supples-Food Bank (Smart & Final)	4272020ME	202024-Other Expenses-Coro	20.61
100-1605-7980	U.S. BANK	Food Bank Staff Lunch (Subway)	4272020ME	202024-Other Expenses-Coro	174.75
100-1605-7980	U.S. BANK	Media Image-Virtual Recreation Website (Cavna)	4272020ME		1.00
100-1605-7980	U.S. BANK	Staff Lunch-Food Bank (Domino's Pizza)	4272020ME	202024-Other Expenses-Coro	86.58
100-1605-7980	U.S. BANK	Media Image-Virtual Recreation Website (Cavna)	4272020ME		1.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-2023	U.S. BANK	Marilyn Mays City Kitty Bereavement Gift	4272020ME		99.99
				Vendor 4484 - U.S. BANK Total:	6,894.80
Vendor: 5168 - VERIZONWIRELESS					
100-1805-7980	VERIZONWIRELESS	VW-KP 3/19/20 - 4/18/20	9852785912		53.65
100-1005-7980	VERIZONWIRELESS	VW-Tzeitel Phone 3/19/20 - 4/18/20	9852785908		56.68
100-1005-7980	VERIZONWIRELESS	VW-TL 3/19/20 - 4/18/20	9852785908		21.97
100-1005-7980	VERIZONWIRELESS	VW-Reilly Phone 3/19/20 - 4/18/20	9852785908		56.68
100-1010-7980	VERIZONWIRELESS	VW-DJ (iPhone) 3/19/20 - 4/18/20	9852785908		56.68
100-1010-7980	VERIZONWIRELESS	VW-DJ (iPhone) 3/19/20 - 4/18/20	9852785908		24.06
100-1405-7980	VERIZONWIRELESS	VW-CH Phone 3/19/20 - 4/18/20	9852785908		35.60
100-1605-7980	VERIZONWIRELESS	VW-ME Phone 3/19/20 - 4/18/20	9852785908		35.60
100-1815-7980	VERIZONWIRELESS	VW-City Hall 3/19/20 - 4/18/20	9852785908		35.60
100-1205-7655	VERIZONWIRELESS	VW-Emergency Radios 3/19/20 - 4/18/20	9852785909		797.18
100-1005-7980	VERIZONWIRELESS	Paras-Granicus iPad 4/19/20 - 5/18/20	9852785910		18.60
100-1005-7980	VERIZONWIRELESS	Reilly-Granicus iPad 4/19/20 - 5/18/20	9852785910		18.60
100-1010-7980	VERIZONWIRELESS	BV-Granicus iPad 4/19/20 - 5/18/20	9852785910		18.60
100-1010-7980	VERIZONWIRELESS	City Mgr-Granicus iPad 4/19/20 - 5/18/20	9852785910		18.60
100-1010-7980	VERIZONWIRELESS	KP-Granicus iPad 4/19/20 - 5/18/20	9852785910		18.60
100-1010-7980	VERIZONWIRELESS	ME-Granicus iPad 4/19/20 - 5/18/20	9852785910		18.60
100-1010-7980	VERIZONWIRELESS	Admin-Social Media iPad 4/19/20 - 5/18/20	9852785910		18.60
100-1010-7980	VERIZONWIRELESS	CH-Granicus iPad 4/19/20 - 5/18/20	9852785910		18.60
100-1010-7980	VERIZONWIRELESS	KH-Social Media iPad 4/19/20 - 5/18/20	9852785910		18.60
100-1605-7980	VERIZONWIRELESS	SC ActiveNet 4/19/20 - 5/18/20	9852785910		18.60
100-1005-7980	VERIZONWIRELESS	VW-Urias iPad 3/19/20 - 4/18/20	9852785913		30.08
100-1005-7980	VERIZONWIRELESS	VW-Urias Phone 3/19/20 - 4/18/20	9852785913		41.62
100-1005-7980	VERIZONWIRELESS	VW-Lewis iPad 3/19/20 - 4/18/20	9852785913		30.07
100-1010-7980	VERIZONWIRELESS	VW-Pascua Phone 3/19/20 - 4/18/20	9852785913		41.62
100-1010-7980	VERIZONWIRELESS	VW-Herrera Phone 3/19/20 - 4/18/20	9852785913		41.62
100-1010-7980	VERIZONWIRELESS	VW-Rocha Phone 3/19/20 - 4/18/20	9852785913		41.62
100-1410-7980	VERIZONWIRELESS	VW-FS Tablet 3/19/20 - 4/18/20	9852785913		30.07
100-1410-7980	VERIZONWIRELESS	VW-FS Josh 3/19/20 - 4/18/20	9852785914		39.11
100-1410-7980	VERIZONWIRELESS	VW-FS Sean 3/19/20 - 4/18/20	9852785914		10.19
100-1410-7980	VERIZONWIRELESS	VW-FS Gerard 3/19/20 - 4/18/20	9852785914		39.11
100-1410-7980	VERIZONWIRELESS	VW-FS Manny 3/19/20 - 4/18/20	9852785914		39.11
100-1410-7980	VERIZONWIRELESS	VW-FS Lamberto 3/19/20 - 4/18/20	9852785914		39.11

Council Warrant Register By Vendor

Payment Dates: 05/14/2020 - 05/27/2020

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1410-7980	VERIZONWIRELESS	VW-FS Mike 3/19/20 - 4/18/2	9852785914		39.11
Vendor 5168 - VERIZONWIRELESS Total:					1,822.14
Vendor: T4300 - VINCENT CHEUNG					
100-4801	VINCENT CHEUNG	Senior Class Refund-Exercise w/Shelly (Shu Wong)	2000177.005		20.00
Vendor T4300 - VINCENT CHEUNG Total:					20.00
Vendor: 6113 - WARDS SERVICE					
100-1405-7650	WARDS SERVICE	Vehicle 32 Service/Tires	79725		695.01
100-1205-7650	WARDS SERVICE	Vehicle 13 Oil and Washer Flui	79770		18.95
100-1205-7650	WARDS SERVICE	Vehicle 22 Service/Repair	79782		436.48
Vendor 6113 - WARDS SERVICE Total:					1,150.44
Vendor: 0237 - WAXIE SANITARY SUPPLY					
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies (COVID-19)	79122465	202024-Bldg Supp-Coronaviru	75.89
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	79134395		890.53
Vendor 0237 - WAXIE SANITARY SUPPLY Total:					966.42
Vendor: 0238 - WEBER'S PRINTING					
100-1205-7780	WEBER'S PRINTING	Rabies Clinic Forms	1093-5112020	202024-Animal Control-Coron	192.88
Vendor 0238 - WEBER'S PRINTING Total:					192.88
Vendor: 5992 - WESTERN EXTERMINATOR COMPANY					
100-1610-7652	WESTERN EXTERMINATOR CO	TC Pest Control Srvcs 4/2020	8076950		60.00
Vendor 5992 - WESTERN EXTERMINATOR COMPANY Total:					60.00
Vendor: T3061 - YUKIKO YOKOYAMA					
100-4801	YUKIKO YOKOYAMA	Senior Class Refund-Piano/Keyboard	2000117.005		40.00
100-4801	YUKIKO YOKOYAMA	Senior Class Refund-Exercise w/Shelly	2000148.005		20.00
Vendor T3061 - YUKIKO YOKOYAMA Total:					60.00
Fund 100 - GENERAL FUND Total:					177,749.27
Fund: 220 - GAS TAX FUN					
Vendor: 1202 - COASTLINE EQUIPMENT					
220-2225-7980	COASTLINE EQUIPMENT	84" Ridged Sweeper Attachment BR84C	688293		5,694.00
220-2225-7980	COASTLINE EQUIPMENT	Labor for Installation	688293		1,040.00
220-2225-7980	COASTLINE EQUIPMENT	Tank Kit BYT11033	688293		779.64
220-2225-7980	COASTLINE EQUIPMENT	Nozzle Kit BYT11025	688293		271.56
Vendor 1202 - COASTLINE EQUIPMENT Total:					7,785.20
Vendor: 3957 - JCL TRAFFIC SERVICES					
220-2210-7813	JCL TRAFFIC SERVICES	Street Name Signs	104353		651.53
220-2205-8070	JCL TRAFFIC SERVICES	Street Improvement Signs	104356		668.77
220-2205-8070	JCL TRAFFIC SERVICES	Street Improvement Signs	104357		364.09
Vendor 3957 - JCL TRAFFIC SERVICES Total:					1,684.39
Vendor: 0205 - SIEMENS INDUSTRY INC					
220-2210-7811	SIEMENS INDUSTRY INC	Street Light/Street Maintenance	5620028297		1,152.60
Vendor 0205 - SIEMENS INDUSTRY INC Total:					1,152.60
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
220-2205-8070	SUPERIOR PROPERTY SERVICE	Protection for Wayfinding Sig	16301		1,700.00
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					1,700.00
Vendor: 5168 - VERIZONWIRELESS					
220-2220-7980	VERIZONWIRELESS	VW-Teresa 3/19/20 - 4/18/20	9852785914		39.11
220-2220-7980	VERIZONWIRELESS	VW-Amanda 3/19/20 - 4/18/2	9852785914		39.11
Vendor 5168 - VERIZONWIRELESS Total:					78.22
Fund 220 - GAS TAX FUN Total:					12,400.41

Council Warrant Register By Vendor

Payment Dates: 05/14/2020 - 05/27/2020

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
240-2410-7915	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	6770237		7,500.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	6770237		485.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	6770237		4,845.00
240-2420-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	6770237		345.16
240-2421-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	6770237		1,300.00
240-2422-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	6770237		480.58
240-2423-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	6770237		900.00
240-2424-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	6770237		550.00
240-2425-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	6770237		400.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	6770237		180.00
240-2427-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	6770237		630.33
240-2431-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	6770237		800.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	6770237		835.00
240-2433-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	6770237		530.00
240-2434-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	6770237		355.00
240-2435-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 4/2020	6770237		500.00
240-2410-7915	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	6805436		7,500.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	6805436		4,845.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	6805436		485.00
240-2420-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	6805436		345.16
240-2421-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	6805436		1,300.00
240-2422-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	6805436		480.58
240-2423-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	6805436		900.00
240-2424-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	6805436		550.00
240-2425-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	6805436		400.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	6805436		180.00
240-2427-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	6805436		630.33
240-2431-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	6805436		800.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	6805436		835.00
240-2433-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	6805436		530.00
240-2434-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	6805436		355.00

Council Warrant Register By Vendor

Payment Dates: 05/14/2020 - 05/27/2020

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
240-2435-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 5/2020	6805436		500.00
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					41,272.14
Vendor: 4686 - CONSOLIDATED ELECTRICAL DISTRIBUTORS INC					
240-2405-7888	CONSOLIDATED ELECTRICAL D	Citywide Street Light Repairs/Supplies	3301-530924		737.85
Vendor 4686 - CONSOLIDATED ELECTRICAL DISTRIBUTORS INC Total:					737.85
Vendor: 4142 - RUDY'S PLUMBING INC					
240-2431-7887	RUDY'S PLUMBING INC	Backflow Testing (Las Brisas LLD)	5030		115.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing (Entrance Park)	5032		115.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing (Royal Oaks Trail)	5034		115.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing (Royal Oaks Trail)	5035		115.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing (Glenn Miller Park)	5036		115.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing (Royal Oaks Pk Ext)	5039		115.00
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing (Hunt Dr Median)	5040		115.00
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing (Hunt Dr Median)	5041		115.00
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing (Duarte Rd Median)	5042		115.00
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing (Duarte Rd Median)	5043		115.00
240-2427-7887	RUDY'S PLUMBING INC	Backflow Testing (Rancho Verde LLD)	5045		115.00
240-2420-7887	RUDY'S PLUMBING INC	Backflow Testing (Kendrick Tract LLD)	5046		57.50
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing (Royal Oaks Park)	5047		57.50
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing (Royal Oaks Park)	5048		57.50
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing (Encanto Parkway Turf)	5053		115.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing (Thorsen Park)	5054		115.00
240-2424-7887	RUDY'S PLUMBING INC	Backflow Testing (Windsor LL	5055		115.00
Vendor 4142 - RUDY'S PLUMBING INC Total:					1,782.50
Vendor: 5691 - SITEONE LANDSCAPE SUPPLY HOLDING LLC					
240-2410-7888	SITEONE LANDSCAPE SUPPLY	Citywide Irrigation Repairs	98849375-001		1,317.54
Vendor 5691 - SITEONE LANDSCAPE SUPPLY HOLDING LLC Total:					1,317.54
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					45,110.03
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 0903 - CITY OF MONROVIA					
440-4405-7619	CITY OF MONROVIA	Fuel-Transportation Dept 3/2020	2002336		84.32
Vendor 0903 - CITY OF MONROVIA Total:					84.32
Vendor: 5168 - VERIZONWIRELESS					
440-4405-7821	VERIZONWIRELESS	VW-Transit Internet 3/19/20 - 4/18/20	9852785908		48.12
Vendor 5168 - VERIZONWIRELESS Total:					48.12
Fund 440 - PROPOSITION A TRANSIT FUND Total:					132.44

Council Warrant Register By Vendor

Payment Dates: 05/14/2020 - 05/27/2020

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 520 - TOWN CENTER DEBT SERVICE FUND					
Vendor: 5573 - U.S. BANK CORPORATE TRUST SERVICES					
520-5205-8314	U.S. BANK CORPORATE TRUST	2013 COP Trustee Fees 4/1/20 - 3/31/21	5718978		1,650.00
Vendor 5573 - U.S. BANK CORPORATE TRUST SERVICES Total:					<u>1,650.00</u>
Fund 520 - TOWN CENTER DEBT SERVICE FUND Total:					<u>1,650.00</u>
Grand Total:					<u><u>237,042.15</u></u>

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	177,749.27
220 - GAS TAX FUN	12,400.41
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	45,110.03
440 - PROPOSITION A TRANSIT FUND	132.44
520 - TOWN CENTER DEBT SERVICE FUND	1,650.00
Grand Total:	237,042.15

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7647	Travel & Exp - Reilly	-35.00
100-1005-7980	Other Expenses	274.30
100-1010-7612	Publications and Dues	90.00
100-1010-7670	Legal Notices	840.00
100-1010-7980	Other Expenses	335.80
100-1015-7682	Labor Counsel Legal	3,110.00
100-1015-7684	Code Enforcement Legal	8,959.71
100-1020-7712	Community Information	24.98
100-1020-7713	Historical Museum Bldg	370.92
100-1020-7722	City Web Site	1,412.40
100-1020-7724	Post Office Parking	230.00
100-1205-7614	Office Supplies	28.94
100-1205-7615	Emergency Supplies	2,414.29
100-1205-7650	Vehicle Maintenance	1,515.85
100-1205-7655	Emergency Services	855.68
100-1205-7761	Parking Ticket Collect	6,266.15
100-1205-7762	Parking Pass Kiosk Costs	269.65
100-1205-7779	Youth Programs	2,351.20
100-1205-7780	Animal Control	6,288.85
100-1205-7781	Contract Law Enforceme	6,692.33
100-1205-7787	Public Safety Cntr Lease	2,527.75
100-1205-7980	Other Expenses	70,612.03
100-1405-7613	Duplications And Photos	77.14
100-1405-7650	Vehicle Maintenance	747.76
100-1405-7965	Professional Services	1,602.50
100-1405-7967	Public Works Inspection	679.00
100-1405-7969	City Engineer	12,240.00
100-1405-7980	Other Expenses	35.60
100-1410-7636	Uniforms	927.31
100-1410-7650	Vehicle Maintenance	1,279.97
100-1410-7656	Emergency Generator	557.42
100-1410-7980	Other Expenses	235.81
100-1415-7916	Landscape-Sport Park	2,860.00
100-1605-7650	Vehicle Maintenance	200.20
100-1605-7730	Special Events	197.80
100-1605-7733	Senior Center	100.00
100-1605-7739	Publicity	1,247.17
100-1605-7980	Other Expenses	338.14
100-1610-7617	Pool Chemicals	1,158.51
100-1610-7618	Building Supplies	2,575.46
100-1610-7636	Uniforms	70.00
100-1610-7652	Building Maint Services	765.12
100-1805-7654	Audit Services	6,500.00
100-1805-7980	Other Expenses	53.65
100-1810-7673	Physical Exams	142.50
100-1815-7632	Software Maintenance	1,593.00
100-1815-7830	Telephones	1,340.10
100-1815-7965	Professional Services	8,700.00

Account Summary

Account Number	Account Name	Payment Amount
100-1815-7980	Other Expenses	235.60
100-1825-7626	Postage	151.33
100-1825-7630	Equipment Lease	1,269.22
100-1825-7631	Equipment Maintenance	147.06
100-1825-7688	Oil Recycling Grant	2,533.84
100-1825-7945	Operation Of Acq Prop	83.34
100-2023	EE City Kitty Contributio	99.99
100-2121	Pass Through Deposits	2,850.00
100-4204	Animal Licenses	20.00
100-4302	Parking Citations	60.00
100-4407	Sports Field Rentals	4,955.00
100-4408	Property Rental	1,710.90
100-4801	Recreation Class Fees	1,903.00
100-4809	Sports Program Fees	70.00
220-2205-8070	Street Improvements (C	2,732.86
220-2210-7811	Street Maintenance	1,152.60
220-2210-7813	Regulatory Signs	651.53
220-2220-7980	Other Expenses	78.22
220-2225-7980	Other Expenses	7,785.20
240-2405-7888	Repairs-Citywide	737.85
240-2410-7662	Other Serv-Citywide	920.00
240-2410-7663	Other Serv-Medians	460.00
240-2410-7888	Repairs-Citywide	1,317.54
240-2410-7915	Landscape-Citywide	15,000.00
240-2410-7917	Landscape-Medians	10,660.00
240-2420-7887	Repairs & Replacements	57.50
240-2420-7914	Landscape Maintenance	690.32
240-2421-7914	Landscape Maintenance	2,600.00
240-2422-7914	Landscape Maintenance	961.16
240-2423-7914	Landscape Maintenance	1,800.00
240-2424-7887	Repairs & Replacements	115.00
240-2424-7914	Landscape Maintenance	1,100.00
240-2425-7914	Landscape Maintenance	800.00
240-2426-7914	Landscape Maintenance	360.00
240-2427-7887	Repairs & Replacements	115.00
240-2427-7914	Landscape Maintenance	1,260.66
240-2431-7887	Repairs & Replacements	115.00
240-2431-7914	Landscape Maintenance	1,600.00
240-2432-7914	Landscape Maintenance	1,670.00
240-2433-7914	Landscape Maintenance	1,060.00
240-2434-7914	Landscape Maintenance	710.00
240-2435-7914	Landscape Maintenance	1,000.00
440-4405-7619	Fuel And Oil	84.32
440-4405-7821	Person'l Computr Suppo	48.12
520-5205-8314	Trustee Services	1,650.00
Grand Total:		237,042.15

Project Account Summary

Project Account Key	Payment Amount
None	156,199.37
201904-Other Exp-Tobacco Grant	27,325.09
201914-Other Expenses-Cal VIP	42,489.67
202001-Used Oil-Expense-OPP9-18-0016 FY18/19	2,533.84
202024- Emergency Svcs/Coronavirus Response	45.90
202024- Other Expense/Coronavirus Response	359.45
202024-Animal Control-Coronavirus Response	192.88
202024-Bldg Supp-Coronavirus Response	208.21
202024-Emergency Supplies-Coronavirus Response	2,414.29

Project Account Summary

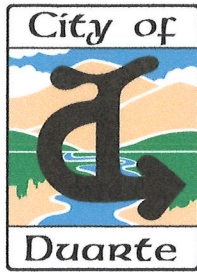
Project Account Key	Payment Amount
202024-Other Expenses-Coronavirus Response	281.94
202024-Publicity/ Coronavirus Response	1,247.17
250004 - Property Rent - Nextel Rent (Otis Gordon)	1,710.90
250016-Oper of Acq Prop-1229 Pops Road	83.34
DMGE051-Deputies Time-Oversee Removal of Haz Mat'l	1,950.10
Grand Total:	237,042.15



**PUBLIC SAFETY
STATUS REPORT
May 2020**



PROJECT/PROGRAM		STATUS
<u>CRIME REPORT</u>		
1. Part 1 Crimes	Part 1 Crime is down 10.78% year to date	
2. Vehicle Thefts are up	Vehicle thefts are up throughout Los Angeles County; we have reassigned special assignment deputies to focus on vehicle thefts	
3. National Night Out	National Night Out has tentatively been rescheduled to October 06, 2020, due to COVID - 19	
<u>MEASURE H and OUTREACH COORDINATION</u>		
1. Five Cities Grant	The City of Duarte was assigned a case manager in April. The case manager has been working from home and visiting Duarte locations once a week. Two people have been housed to date.	
2. Pamela Park	The County has been operating a shelter out of the Pamela Park Gymnasium and has plans to do so until September 2020.	
<u>CODE ENFORCEMENT</u>		
1. Shopping Carts	Staff is set to bring back a resolution to set fees for the retrieval of shopping carts at the June 23 rd City Council meeting	
<u>ANIMAL CONTROL</u>		
1. Rabies Clinic	The annual rabies clinic will be held on Saturday, June 20 th , from 9-11AM at the Duarte High School half circle drive. It will be a drive up only clinic. No walk-ins will be accepted.	



**COMMUNITY DEVELOPMENT
STATUS REPORT
MAY 2020**

PROJECT/PROGRAM	STATUS
<u>IN PROCESS</u>	
VMT Study	Several SGV cities are working with COG to have a vehicle miles traveled (VMT) analysis completed. It will assist in setting thresholds for future environmental documents. It is needed because of State Law change from Level of Service standard (congestion) to Vehicle Miles Traveled (air quality) standard. July City Council meeting is expected.
ATP Cycle 5 Grant Submittal	Working on the grant submittal that would fund a major upgrade to the Watson Recreation Trail: paving; accessibility; crossing upgrades; landscape and irrigation; public art and rest stops; and security lighting. The submittal date has been pushed back to Fall and Staff is refining the application material.
SB 2 Grant	The project is development of an Acquisition and Substantial Rehabilitation Program. Tasks include a feasibility analysis, developer outreach, program development and upgrade for the housing pages on the City's website and program marketing. The intent is to promote substantial rehab of local apartment complexes with an increase in affordable units. This project will begin in July and take approximately six months to complete.
Jamboree Residential Project (Gold Line Parking Lot)	This is a joint project between the City, Metro and Jamboree Housing to build an affordable housing/mixed use project on the existing Metro parking lot. Jamboree, who would be the builder and operator of the facility, is currently in the unsolicited proposal process with Metro. The Jamboree plan currently proposes 62 units. One major funding hurdle is an L.A. County funding restriction on development within 500 ft. of a freeway. Staff is working with other cities and several developers to lobby the Board of Supervisors to create exemptions for projects near transit and with increased air filtration systems.
Huntington and Buena Vista	Development of two buildings with a total of 8,500 square feet. Developer in process of getting a signed agreement for parking lot upgrade with the four owners. One owner is holding this up and Staff is working with the City Attorney to develop options to compel participation. The developer plans to move forward by Fall.

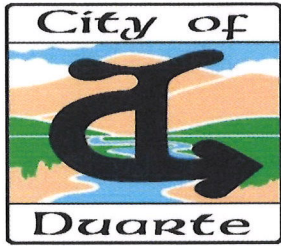
PROJECT/PROGRAM	STATUS
City of Hope	Working with the City of Hope on various projects in process, such as: north parking lot (approx. 1,000 spaces) construction to begin Fall 2020; Radial Imaging Center (9,000 building, in construction); infrastructure improvements, including three new traffic lights Summer 2020; Medical Office Building completed Summer 2020; Duarte Outpatient Clinic (DOC), an upcoming 8 story, 350,000 square foot building approval process Fall 2020; and several other upcoming projects.
<u>DEVELOPMENT</u>	
The Residences at Duarte Station	Former Woodward building has been demolished. MBK building plan check for 344 unit project submittal expected June 2020. MBK 290 unit building on hold but anticipated to be in plan check winter 2021.
The Huntington (1413 Huntington Drive)	In construction. Summer 2021 completion expected.
928 Huntington (Multi-Family Development)	Approved 16 unit project to replace existing apartment complex. Project is on hold.
Oliva Townhomes. (946-962 Huntington Drive)	In construction, nearing completion. All units are sold.
New Hope Village	New 150 room hotel. In construction. Winter 2021 completion expected.
Wyndham Hawthorn Suites Hotel (1230 Huntington Drive)	The project was approved. It is a two phase project with at total of 178 units with 72 in the first phase. We recently checked in with the owner and they have not yet started an Architect on working drawings. Continuing to encourage progress.
Kwan Yin Meditation Temple 2632 Royal Oaks Drive	In construction. Summer 2020 completion.
Verizon Cell Tower Construction 2701 Royal Oaks Drive	In construction. Winter 2021 completion expected.
New Commercial Building 2137 Huntington	In construction. Commercial building, Bright Smile Dental and retail space. Spring 2021 completion expected.
Grocery Outlet	At its May meeting, Planning Commission approved the sale of liquor, in addition to beer & wine.
<u>PUBLIC WORKS</u>	
Street Sign Installation – Traffic Signals	In process. This is the final phase of the street sign project and the hardware on back order was received in late April. June completion expected.

PROJECT/PROGRAM	STATUS
Central – 210 Traffic Signal	In process, Summer 2020 construction, most likely. Paid for by Cal Trans.
SCE Steel Pole Replacement	SCE is replacing all SCE owned, metal, street lights. Project began in mid-May. Anticipating the Citywide LED lighting project, these lights will be LED at no additional cost to the City.
SCE Citywide LED Light Conversion	Coming Fall 2020. SCE will replace all SCE owned lights with LED fixtures.
Vineyard Dry Well	Installation of a dry well on Vineyard Ave. near Royal Oaks Park to improve drainage in a problem area. Summer 2020 construction.
<u>Climatec</u>	
Solar Panels Solar Thermal HVAC Irrigation Controls LED Lighting Building Controls Building Lighting	Panels installed, finish work in process. (75% complete) Completed. Completed. Scheduled for June installation. Replacement scheduled for Summer 2020. Thermostat upgrades begin early June. Completed.



PARKS AND RECREATION STATUS REPORT May 2020

PROJECT/PROGRAM		STATUS
<u>PARKS AND TRAILS</u>		
1. Royal Oaks Park Extension	Construction of the approved Verizon cell tower continues at Royal Oaks Park Extension and is on track for completion this coming fall.	
2. Donald and Bernice Watson Recreation Trail	The Donald and Bernice Watson Recreation Trail reopened on May 8 th . For the most part, trail goers seem to be abiding by posted regulations and keeping themselves and others safe, according to the Safety Ambassadors we've had out on the trail during peak times over the last two weeks.	
<u>YOUTH AND SENIOR PROGRAMS</u>		
1. Virtual Recreation Center	Until the department gets back to in-person recreational offerings, residents of all ages are encouraged to visit the Department's Virtual Recreation Center for free resources to keep themselves engaged and active. The site can be accessed by visiting accessduarte.com/ Parks and Recreation .	
2. City News-Summer Edition	In an effort to comply with local, state and national ordinances surrounding COVID-19, this year's City News summer publication will not be printed and distributed throughout the community. However, starting June 5 th , residents are encouraged to visit the City's website to view the digital copy and abbreviated summer programming the department will be offering within public health parameters.	
<u>CITY FACILITIES</u>		
1. Facility Rentals	Due to the Novel Coronavirus pandemic and updated order prohibiting gatherings of any number outside a single household, new reservations for facilities or gazebos have been suspended until further notice.	
<u>SPECIAL EVENTS</u>		
1. Community Events	Currently, there are no community events scheduled for the duration of May or the month of June. Although, keep checking the City's social media accounts for changes and up to date event information.	
2. Let Freedom Run Duarte 5K	Save the date: July 3 rd the department will be hosting the City's first virtual race: Let Freedom Run Duarte- 5K! You can find all race details including registration pricing and process on the department's website now. Note, registration closes on June 24 th to ensure race swag is shipped in time for race day.	



City of Duarte

MONTHLY FINANCIAL REPORT

Month Ended April 30, 2020
(75.0% of FY 2019-20 Completed)

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Cash Balance by Fund

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Budget-to-Actual Report

General Fund Revenue Dashboard

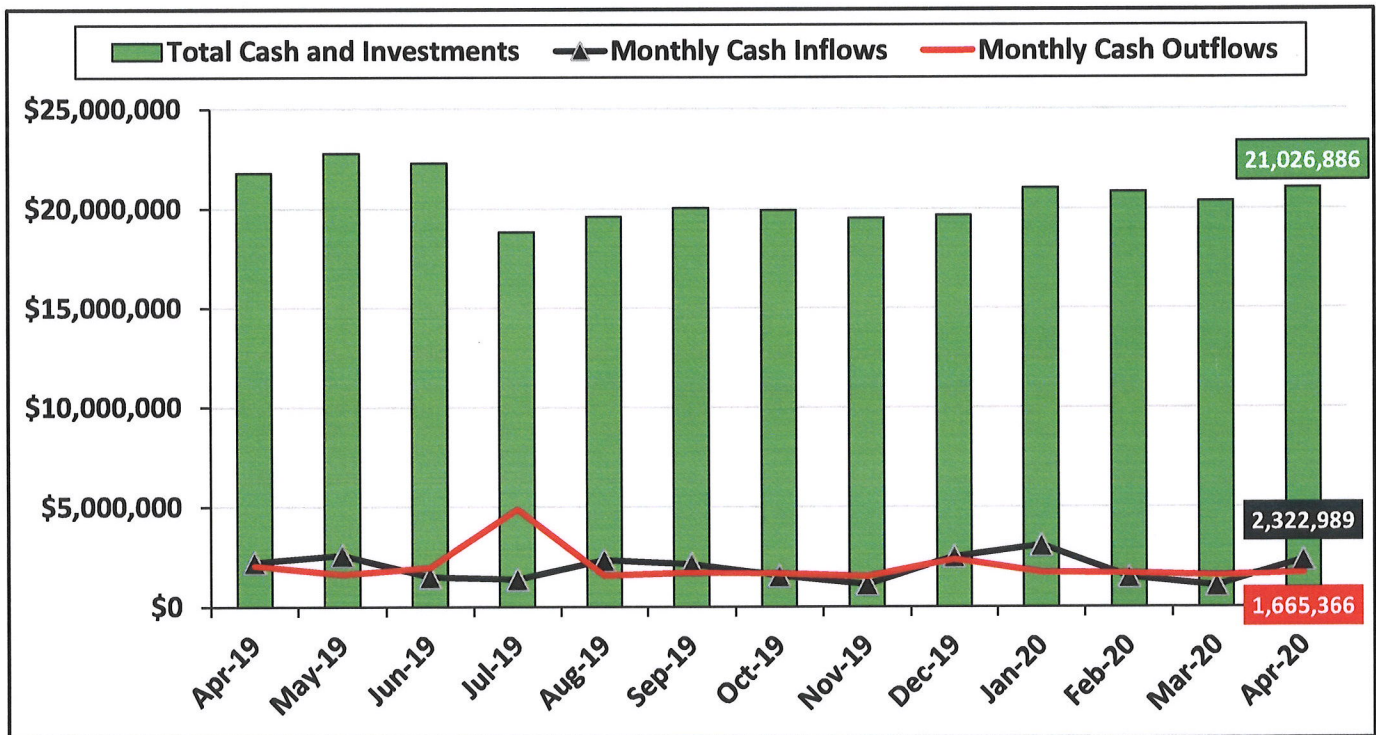
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General Fund Expenditure Dashboard

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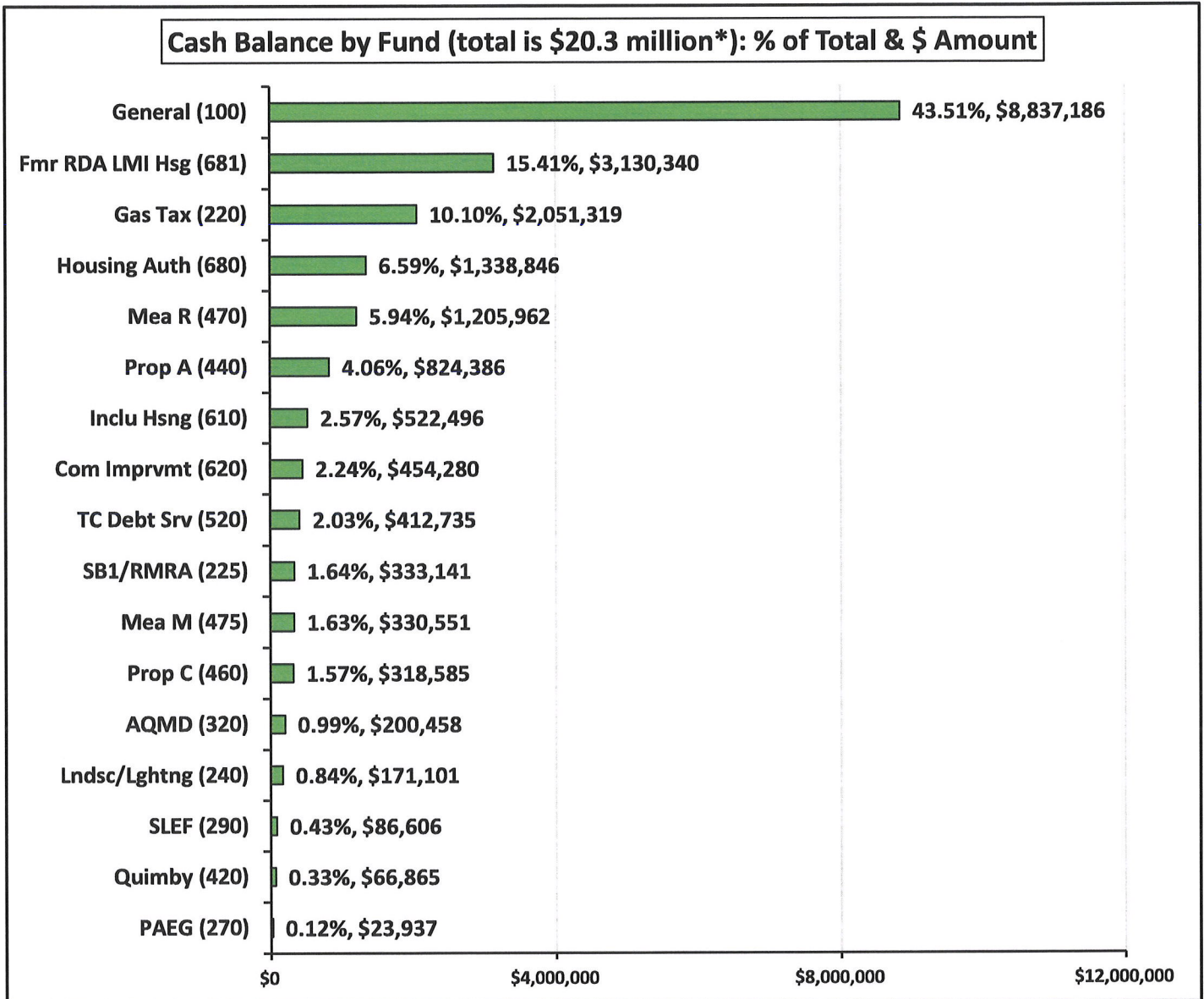
CITY OF DUARTE
Treasury Report - Monthly Activity & Balances
Month Ended April 30, 2020

MONTHLY ACTIVITY			
	Bank*	LAIF*	Total
Beginning Balance (04/01/2020)	\$5,139,103	\$15,230,160	\$20,369,264
Cash Inflows			
Receipts	\$2,246,338	\$76,651	\$2,322,989
Transfers In	\$0	\$0	\$0
Total Cash Inflows	\$2,246,338	\$76,651	\$2,322,989
Cash Outflows			
Disbursements	\$1,665,366	\$0	\$1,665,366
Transfers Out	\$0	\$0	\$0
Total Cash Outflows	\$1,665,366	\$0	\$1,665,366
Net Activity	\$580,972	\$76,651	\$657,623
Ending Balance (04/30/2020)	\$5,720,075	\$15,306,811	\$21,026,886



*The "Bank" balance refers to the balance in the City's primary checking account. The "LAIF" balance refers to the City's investment balance with the Local Agency Investment Fund, which is part of the State of California's Pooled Money Investment Account and administered by the California State Treasurer.

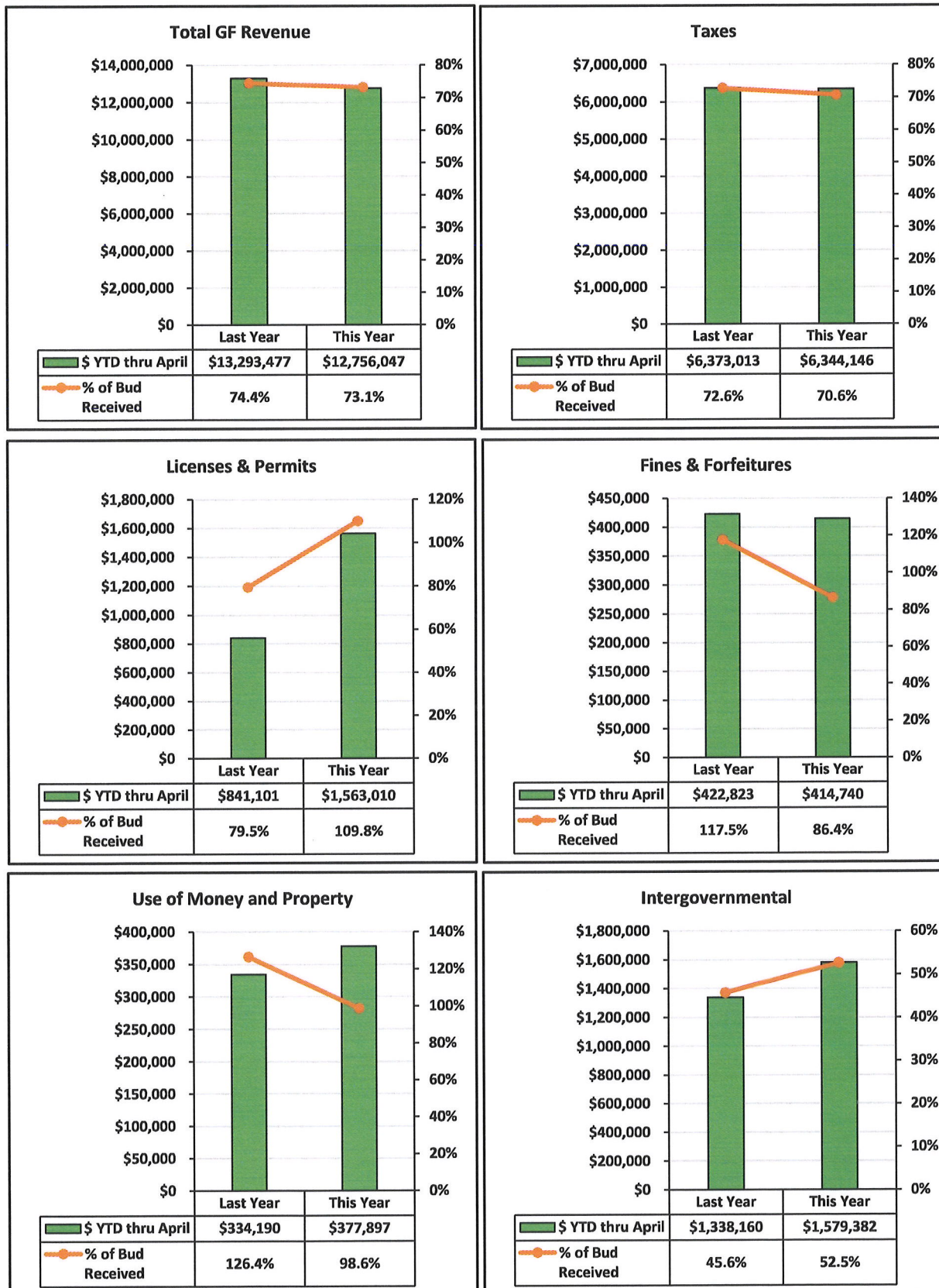
CITY OF DUARTE
Treasury Report - Cash Balance by Fund
Month Ended April 30, 2020



*Source: City of Duarte general ledger. Note that the total cash balance as shown in the City's general ledger does not equal precisely to the combined ending "Bank" and "LAIF" balances shown on the previous page. Because certain transactions are reflected at different times in the general ledger as compared to the City's bank account, the combined "Bank" and "LAIF" balances will rarely equal precisely the City's general ledger cash balance. The City performs a monthly "bank reconciliation" to reconcile these balances.

CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2019-20 Year-to-Date Through April versus Prior Year



CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2019-20 Year-to-Date Through April versus Prior Year



CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2019-20 Year-to-Date Through April versus Prior Year



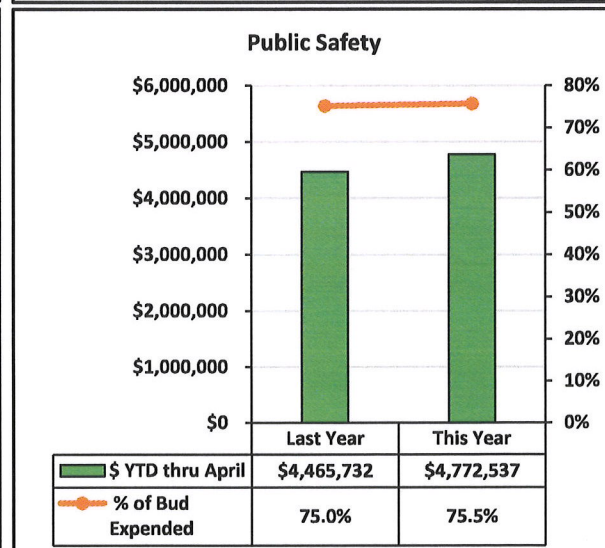
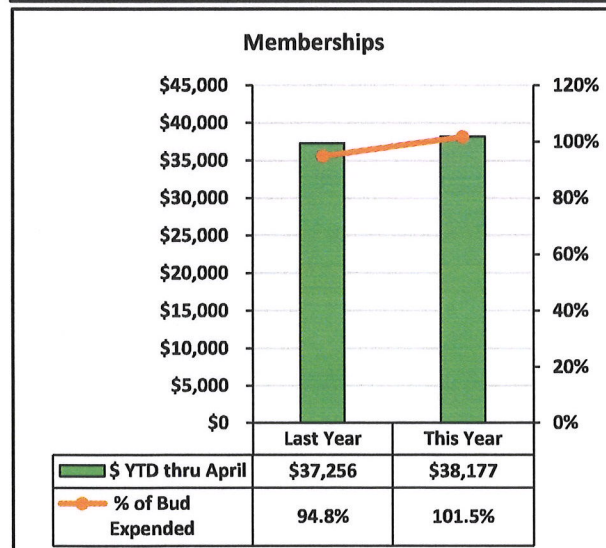
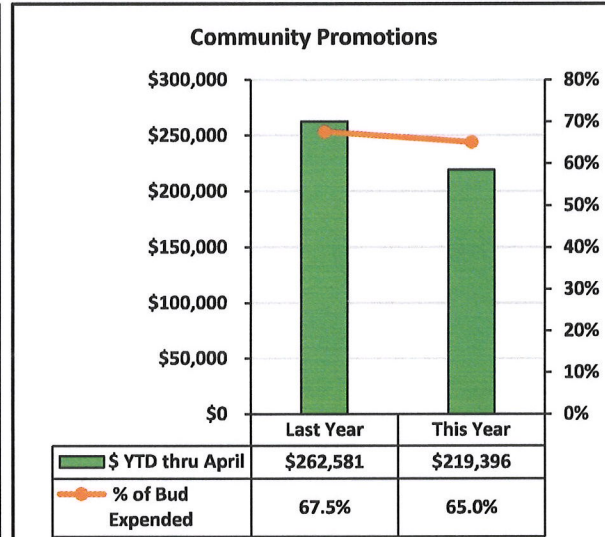
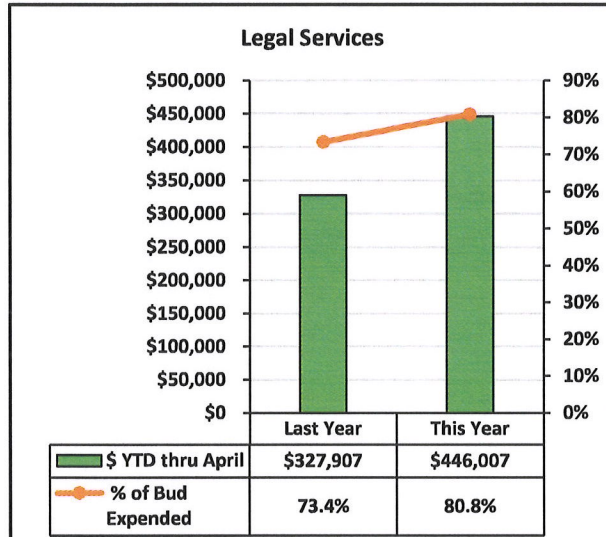
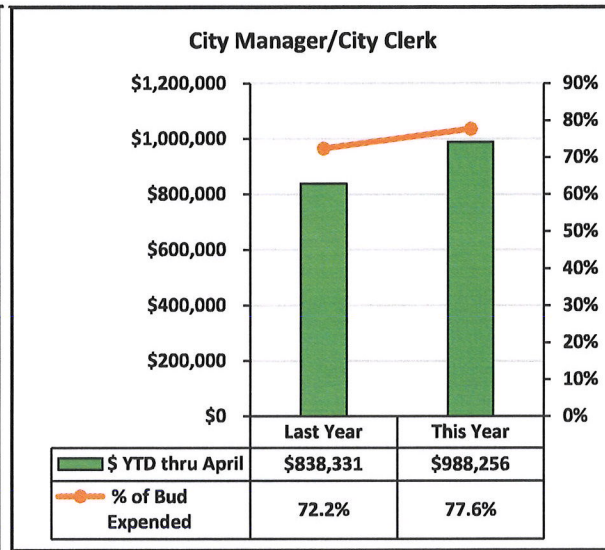
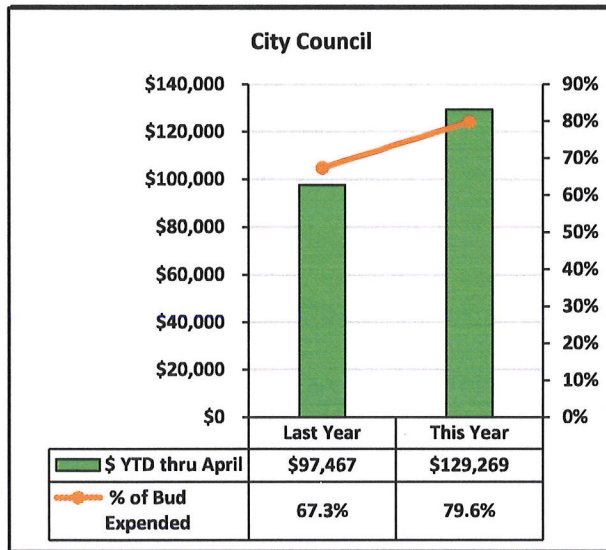
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2019-20 Year-to-Date Through April versus Prior Year



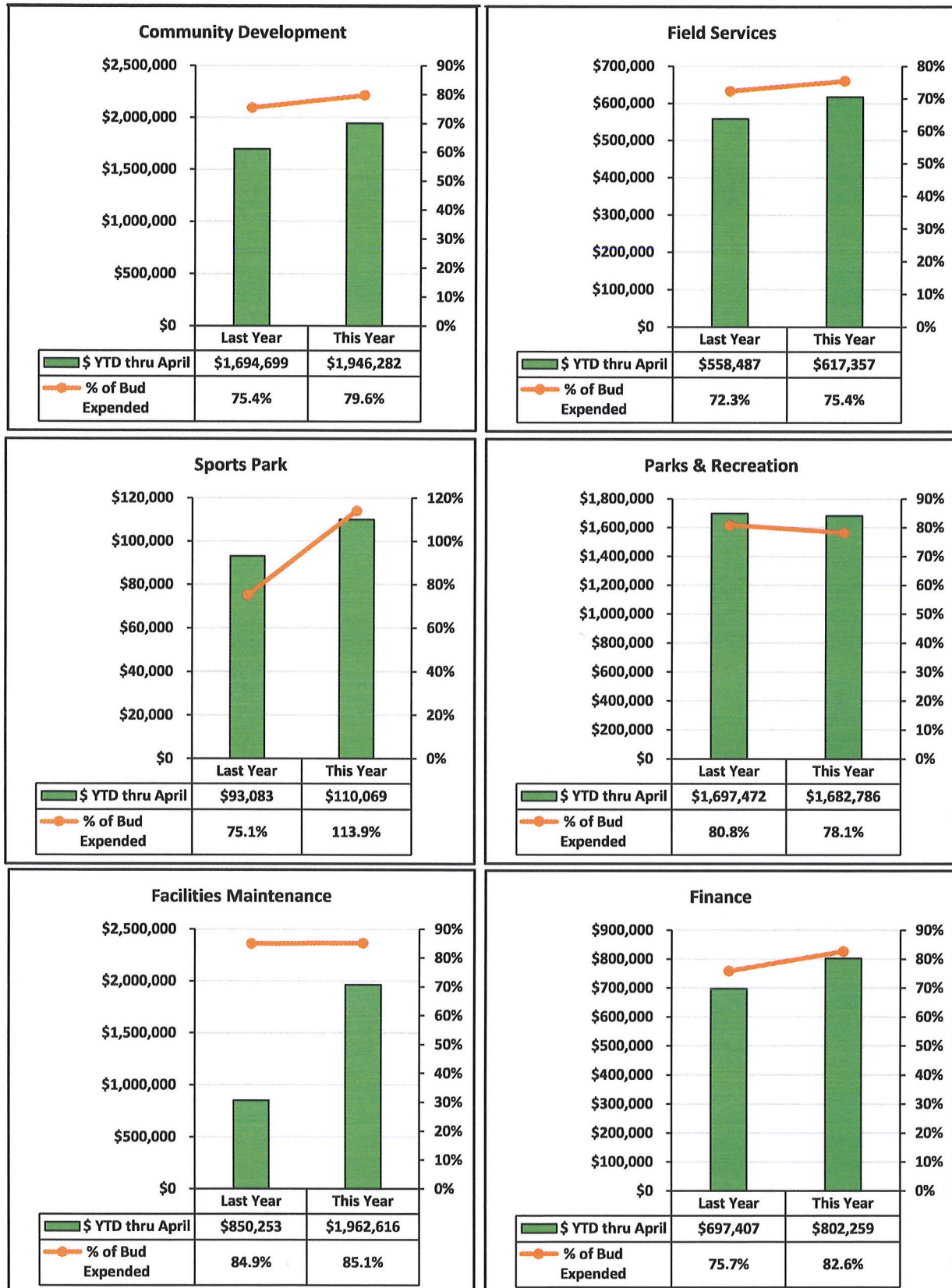
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2019-20 Year-to-Date Through April versus Prior Year



CITY OF DUARTE

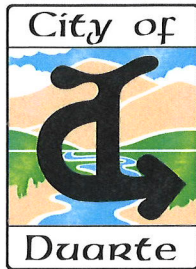
General Fund Expenditures by Category & Division FY 2019-20 Year-to-Date Through April versus Prior Year



CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2019-20 Year-to-Date Through April versus Prior Year





Agenda Item:	<u>P.H.</u>
CM Review:	<u>[Signature]</u>
Fiscal Review:	_____

AGENDA REPORT

MEETING DATE: May 26, 2020

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

SUBJECT: Set Hearing for Citywide Landscape and Lighting Assessment District and Neighborhood Districts

RECOMMENDATION: Adopt Resolution 20-R-18 to Set Public Hearing for July 14, 2020

FISCAL IMPACT: The collection of the Citywide Assessment provides \$698,245 to be used to fund maintenance of park and city street lighting. The neighborhood special district assessment provides \$278,777 for maintenance in the city's various neighborhood zones.

BACKGROUND

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 hearing will be held on July 14, 2020. Attached Resolution 20-R-18 declares the City's intention to hold that public hearing. 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. There is no change to that assessment.

In some neighborhood zones, the assessment is allowed to increase by CPI. This year the December 31, 2019 CPI was 3.0%. In the zones where the assessment may be increased, the assessments will increase. The Engineer's report addresses this issue in detail. The assessment is subject to the notice, protest, and hearing requirements of Section 53753 of the Government Code.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution 20-R-18 to Set Public Hearing for July 14, 2020.

FISCAL IMPACT

The collection of the Citywide Assessment provides \$698,245 to be used to fund maintenance of park and city street lighting. The neighborhood special district assessment provides \$278,777 for maintenance in the city's various neighborhood zones.

ATTACHMENTS

Attachment A: Resolution 20-R-18

Attachment B: Engineer's Report

RESOLUTION NO. 20-R-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2020-2021 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 2020-2021 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 2018-2019 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 3.0% in Zones 4, 7, and 8 as previously approved by the property owners, and also by 3.0% in Zones 14, 15, 16, 17, and 18 as allowed for in the formation of the zones, and in the Citywide assessment, which is subject to the notice, protest, and hearing requirements of Section 53753 of the Government Code. Levy of assessment will increase only in Zones 8, 15 & 16.

TIME AND PLACE OF PUBLIC HEARING

SECTION 6. Notice is hereby given that on the 14th day of July 2020, 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 26th day of May, 2020.

Sam Kang, Mayor

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 20-R-18 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 26th day of May, 2020, 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
2020-2021 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 Senior Center bond issue was paid off in Fiscal Year 2017-18, thus the City wide street maintenance for a single family home has been reduced by \$5.84.

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 Senior Center bond issue being paid off, no 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

In Fiscal Year 2017/18 the bond issue was paid off, thus there will be no assessment.

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
- * Royal Oaks Drive at Royal Oaks School

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 Gaslights

This area is served by gaslights. There are no "electric" street lights on the Mesa. Only the intersection lighting component of the street lighting cost is included in this zone. 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, 2019 was 3.0%. A 3% C.P.I. would allow for an assessment increase of \$12.54 per parcel to \$430.64 per parcel. No increase in the levy is being proposed for Fiscal Year 2020-21. The levy will remain at last Fiscal Year's levy of \$389.68.

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 (\$7,250.00) 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.

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, 2019 was 3.0%. A C.P.I. of 3% would allow for an assessment increase of \$14.03 per parcel to a maximum of \$481.76 per parcel. For Fiscal Year 2020-21, the levy is proposed to remain at the 2019/20 levy of \$467.73.

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, 2019 was 3.0%. A 3% C.P.I. would allow for an assessment increase of \$11.19 per parcel to a maximum of \$384.20 per parcel. For Fiscal Year 2020-21, the levy is proposed be at the maximum assessment of \$384.20.

Zone 9 Tract 32993 (Kendrick 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 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, 2019 was 3.0%. A maximum of 3% C.P.I. would allow for an assessment increase of \$16.15 per parcel to \$554.63 per parcel. For Fiscal Year 2020-21, a Levy of \$517.07 is required to balance the expenses which is less than the maximum allowed assessment of \$554.63 per parcel.

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, 2019 was 3.0%. A 3% C.P.I. would allow for an assessment increase of \$15.04 per parcel to \$516.53 per parcel. A C.P.I. increase of 3% is proposed for Fiscal Year 2020-21 with \$553.00 being transferred to the reserve to reduce deficit.

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, 2019 was 3.0%. A C.P.I. increase of 3% raises the maximum assessment by \$16.03 per parcel from \$534.33 to \$550.36 per parcel. A landscape improvement project for this fiscal year is planned utilizing reserves. For Fiscal Year 2020-21, the maximum levy of \$550.36 per parcel is required, with the utilization of reserves to balance expenses.

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, 2019 was 3.0%. A C.P.I. increase of 3% raises the maximum assessment by \$22.84 per parcel from \$761.47 to

\$784.31 per parcel. For Fiscal Year 2020-21, a levy of \$595.45 per parcel is required to balance expenses which is less than the maximum allowed assessment of \$784.31 per parcel.

Zone 18 Tract 52867(Ridgecrest Estates)

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, 2019 was 3.0%. A CPI increase of 3% raises the maximum assessment by \$47.40 per parcel from \$1,580.07 to \$1,627.47. For Fiscal Year 2020-21, a levy of \$800.00 per parcel (same as last fiscal year) is required to balance expenses with the application of reserves which is less than the maximum allowed assessment of 1,627.47. A major brush clearance and replanting project is planned for this fiscal year utilizing the reserve fund.

2020-21 CITYWIDE DISTRICT AND SPECIAL BENEFIT ZONE CALCULATIONS
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Citywide Parks, Lighting and Street

Parks, Lighting, & Street	\$1,001,500.00	
General Fund Contribution (Deficit)	<u>\$ 303,255.00</u>	
<u>Total Citywide Assessment for 2019-2020</u>		\$ 698,245.00

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	\$ 307,000.00
General Fund Contribution (Deficit)	<u>\$ (126,906.00)</u>
Total Citywide Lighting Assessments	\$ 180,094.00

Citywide Street

Street Maintenance Cost (Includes \$147,000 for a drought tolerant median project)	\$ 285,800.00
General Fund Contribution (Deficit)	<u>\$ (102,659.00)</u>
Total Citywide Street Assessments	\$ 183,141.00

Special Benefit Zone Maintenance Cost

Maintenance Expenses	\$ 349,947.00	
Transfers From Reserves ***	\$ (56,566.00)	
General Fund Obligated Expenses **	<u>\$ (14,604.00)</u>	
Total Special District Assessments for 2020-2021		\$ 278,777.00

<u>Grand Total Citywide</u>	\$ 977,022.00
<u>and Special Benefit Zones Assessments for 2020-21</u>	

- * This does not include the sports park maintenance costs which cannot be included in the District.
- ** Includes \$4,500.00 (Emblem Homes), \$7,250.00 (Encanto Parkway), \$316.00 (Windsor), \$1,538.00 (Kendrick), and \$1,000.00 (Ridgecrest Estates).
- *** Includes \$15,000 (Zone 2), \$54 (Zone 6), \$12,324 (Zone 10), \$6,288 (Zone 16), and \$22,900 (Zone 18).

**2020-21 CITYWIDE STREET LIGHTING AND
SENIOR CENTER BOND PAYMENT
AND SPECIAL BENEFIT ZONE CALCULATIONS**

ZONE	DISTRICT	2018-19	2019-20	2020-21
1	Lighting	\$30.44	\$30.44	\$30.44
	Street Maintenance	\$15.74	\$15.74	\$15.74
	Parks	\$59.42	\$59.42	\$59.42
	(Average Single Family)			
	Sub-Total	\$105.60	\$105.60	\$105.60
2	Mesa Area	\$218.38	\$218.38	\$218.38
3	Emblem Homes			
	Base Cost	\$105.60	\$105.60	\$105.60
	Surcharge Lots	\$105.60	\$105.60	\$105.60
4	Las Lomas Villas	\$495.28	\$495.28	\$495.28
5	Encanto Parkway	\$167.34	\$167.34	\$167.34
6	Rancho Verde	\$324.10	\$324.10	\$324.10
7	Amberwood	\$559.70	\$573.61	\$573.61
8	Windsor	\$467.91	\$478.61	\$489.80
9	Kendrick, Hearthstone	\$139.05	\$139.05	\$139.05
10	Hearthstone			
	Base Cost	\$251.59	\$251.59	\$251.59
	Surcharge Lots	\$267.81	\$267.81	\$267.81
11	T.K.I. Townhomes	\$105.60	\$105.60	\$105.60
12	Benchmark Homes	\$105.60	\$105.60	\$105.60

SPECIAL DISTRICT ASSESSMENT COMPARISON

ZONE	DISTRICT	2018-19	2019-20	2020-21
13	Mike's Center			
	8530-018-027	\$2,249.29	\$2,249.29	\$2,249.29
	8530-018-028	\$1,107.02	\$1,107.02	\$1,107.02
	8530-018-029	\$1,151.32	\$1,151.32	\$1,151.32
	8530-018-030	\$ 525.08	\$ 525.08	\$525.08
	8530-018-031	\$ 525.08	\$ 525.08	\$525.08
	8530-018-032	\$ 525.08	\$ 525.08	\$525.08
	8530-018-033	\$2,318.65	\$2,318.65	\$2,318.65
	8530-018-034	\$2,907.77	\$2,907.77	\$2,907.77
	8530-018-054	\$1,810.27	\$1,810.27	\$1,810.27
	8530-018-055	<u>\$8,813.93</u>	<u>\$8,813.93</u>	<u>\$8,813.93</u>
		\$21,933.49	\$21,933.49	\$21,933.49
14	Las Brisas	\$622.67	\$622.67	\$622.67
15	Las Posadas	\$592.39	\$607.09	\$622.13
16	Buena Vista Villas	\$624.37	\$640.05	\$655.96
17	Citrus Collection	\$701.05	\$701.05	\$701.05
18	Ridgecrest Estates	\$905.60	\$905.60	\$905.60

*Citywide only within this Special Benefit Zone.

**ZONE 2 – MESA AREA
(FUND 2430)**

ESTIMATED EXPENSES 2020-21

Gas	\$ 6,000.00	
Repairs	\$ 3,000.00	
Capital Improvements (Replacement)	\$ 15,000.00	
Personnel	\$ 3,800.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$27,800.00

ESTIMATED REVENUE 2020-21

Special Zone Assessment 2020-21	\$12,800.00	
Transfer From Reserve	\$ 15,000.00	
Transfer From General Fund	<u>\$ 0.00</u>	
Total Revenue		\$27,800.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2016	\$18,013.82
2017	\$21,675.00
2018	\$21,440.25
2019	\$20,074.00
2020	\$22,298.00

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	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 218.38

**ZONE 3 – EMBLEM HOMES
(FUND 2429)**

ESTIMATED EXPENSES 2020-21

Water	\$ 2,100.00	
Electric	\$ 300.00	
Repairs and Replacement	\$ 1,000.00	
Personnel	\$ 1,100.00	
Transfer to Reserve	<u>\$ 0</u>	
Total Expenses		\$4,500.00

ESTIMATED REVENUE 2020-21

Special Zone Assessment 2020-21	\$ 0.00	
Transfer From Reserve	\$ 0.00	
Transfer From General Fund	<u>\$ 4,500.00</u>	
Total Revenue		\$4,500.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2016	\$0
2017	\$0
2018	\$0
2019	\$0
2020	\$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	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	
Base Cost	\$ 105.60
Surcharge	\$ 105.60

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

ESTIMATED EXPENSES 2020-21

Water	\$ 18,000.00	
Electric	\$ 500.00	
Repairs and Replacement	\$ 5,000.00	
Landscape Maintenance	\$ 15,600.00	
Personnel	\$ 10,000.00	
Transfer to Reserve	\$ 0.00	
Total Expenses		\$49,100.00

ESTIMATED REVENUE 2020-21

Special Zone Assessment 2020-21	\$ 49,100.00	
Transfer From Reserve	\$ 0.00	
Transfer From General Fund	\$ 0.00	
Total Revenue		\$49,100.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2016	\$5,643.66
2017	\$13,381.00
2018	\$12,404.06
2019	\$4,369.00
2020	14,296.00

Zone 4 Information

Number of lots to be assessed	<u>126</u>
Landscape Per Lot	\$ 389.68
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance Cost Per Lot	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 495.28

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

ESTIMATED EXPENSES 2020-21

Water	\$ 2,000.00	
Electric	\$ 1,100.00	
Repairs and Replacement	\$ 2,500.00	
Landscape Maintenance	\$ 5,500.00	
Personnel	\$ 3,400.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$14,500.00

ESTIMATED REVENUE 2020-21

Special Zone Assessment 2020-21	\$ 7,250.00	
Transfer From Reserve	\$ 0.00	
Transfer From General Fund (Citywide Benefit)	<u>\$ 7,250.00</u>	
Total Revenue		\$14,500.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2016	\$0
2017	\$0
2018	\$1,953.79
2019	\$4,752.00
2020	\$14,483.00

Zone 4 Information

Number of lots to be assessed	<u>122</u>
Landscape Per Lot	\$ 61.74
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance Cost Per Lot	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 167.34

**ZONE 6 – RANCHO VERDE
(FUND 2427)**

ESTIMATED EXPENSES 2020-21

Water	\$ 9,000.00	
Electric	\$ 600.00	
Repairs and Replacement	\$ 1,300.00	
Landscape Maintenance	\$ 8,600.00	
Personnel	\$ 5,900.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$25,400.00

ESTIMATED REVENUE 2020-21

Special Zone Assessment 2020-21	\$ 25,346.00	
Transfer From Reserve	\$ 54.00	
Transfer From General Fund	<u>\$ 0.00</u>	
Total Revenue		\$25,400.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2016	\$10,447.72
2017	(\$1,005.00)
2018	(\$2,251.07)
2019	(\$8,092.00)
2020	(\$9,439.00)

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	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 324.10

**ZONE 7 – AMBERWOOD
(FUND 2423)**

ESTIMATED EXPENSES 2020-21

Water	\$ 9,000.00	
Electric	\$ 300.00	
Repairs and Replacement	\$ 1,500.00	
Landscape Maintenance	\$10,500.00	
Personnel	\$ 2,200.00	
Transfer to Reserve	<u>\$ 354.00</u>	
Total Expenses		\$23,854.00

ESTIMATED REVENUE 2020-21

Special Zone Assessment 2020-21	\$ 23,854.00	
Transfer From Reserve	\$ 0.00	
Transfer From General Fund	<u>\$ 0.00</u>	
Total Revenue		\$23,854.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2016	\$7,213.14
2017	\$8,976.00
2018	\$8,125.02
2019	\$8,362.49
2020	\$17,906.00

Zone 7 Information

Number of lots to be assessed	<u>51</u>
Landscape Per Lot	\$ 467.73
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance Cost Per Lot	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 573.61

**ZONE 8 – WINDSOR
(FUND 2424)**

ESTIMATED EXPENSES 2020-21

Water	\$ 4,000.00	
Electric	\$ 300.00	
Repairs and Replacement	\$ 1,600.00	
Landscape Maintenance	\$ 6,600.00	
Personnel	\$ 2,800.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$15,300.00

ESTIMATED REVENUE 2020-21

Special Zone Assessment 2020-21	\$14,984.00	
Transfer from Reserve	\$ 0.00	
Transfer from General Fund	<u>\$ 316.00</u>	
Total Revenue		\$15,300.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2016	\$2,566.97
2017	\$3,249.00
2018	\$1,259.33
2019	(\$538.00)
2020	\$3,938.00

Zone 8 Information

Number of lots to be assessed	<u>39</u>
Special Landscape per Lot	\$ 384.20
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance Cost Per Lot	\$ 15.74
Park Assessment Per Lot	\$ 59.42
CITYWIDE ONLY COST PER LOT	\$ 489.80

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

ESTIMATED EXPENSES 2020-21

Water	\$ 3,000.00	
Repairs and Replacement	\$ 500.00	
Landscape Maintenance	\$ 4,100.00	
Personnel	\$ 2,200.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$9,800.00

ESTIMATED REVENUE 2020-21

Special Zone Assessment 2020-21	\$ 8,262.00	
Transfer From Reserve	\$ 0.00	
Transfer From General Fund	<u>\$ 1,538.00</u>	
Total Revenue		\$9,800.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2016	(\$1,467.08)
2017	(\$1,613.00)
2018	(\$2,146.01)
2019	(\$1,055.00)
2020	(\$472.00)

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	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 139.05

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

ESTIMATED EXPENSES 2020-21

Other Services	\$ 5,300.00	
Water	\$ 7,500.00	
Electric	\$ 3,600.00	
Repairs and Replacements	\$ 500.00	
Landscape Maintenance	\$ 4,800.00	
Brush Clearance & Related Maintenance	\$15,000.00	
Personnel	\$ 3,200.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$39,900.00

ESTIMATED REVENUE 2020-21

Special Zone Assessment 2020-21	\$ 27,576.00	
Transfer From Reserve	\$ 12,324.00	
Transfer From General Fund	<u>\$ 0.00</u>	
Total Revenue		\$39,900.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2016	\$35,847.13
2017	\$41,884.00
2018	\$27,576.00
2019	\$22,067.00
2020	\$20,569.00

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	\$ 15.74
Park Assessment Per Lot	\$ 59.42

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

TOTAL COST PER LOT

Base Cost	\$ 251.59
Surcharge Lots	\$ 267.81

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

ESTIMATED EXPENSES 2020-21 **\$0**

ESTIMATED REVENUE 2020-21 **(\$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	\$ 15.74
Park Assessment Per Lot	\$ 59.42
 TOTAL COST PER LOT	 \$ 105.60

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

ESTIMATED EXPENSES 2020-21

Parking Lot Sweeping	\$ 9,000.00	
Water	\$ 700.00	
Electric	\$ 5,600.00	
Repairs and Replacements	\$ 700.00	
Landscape Maintenance	\$ 2,200.00	
Personnel	\$ 2,600.00	
Transfer to Reserve	<u>\$ 1,133.00</u>	
Total Expenses		\$21,933.00

ESTIMATED REVENUE 2020-21

Special Zone Assessment 2020-21	\$21,933.00	
Transfer From Reserve	\$ 0.00	
Transfer From General Fund	<u>\$ 0.00</u>	
Total Revenue		\$21,933.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2016	(\$126.39)
2017	\$13.00
2018	\$1,105.58
2019	\$3,226.55
2020	\$7,974.00

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	2020/21 Landscape Assessment	Frontage Feet	2020/21 Citywide Street Maintenance	2020/21 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 2020-21

Water	\$ 5,000.00	
Electric	\$ 400.00	
Repairs and Replacements	\$ 2,700.00	
Landscape Maintenance	\$ 9,600.00	
Personnel	\$ 3,500.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$21,200.00

ESTIMATED REVENUE 2020-21

Special Zone Assessment 2020-21	\$ 21,200.00	
Transfer From Reserve	\$ 0.00	
Transfer From General Fund	<u>\$ 0.00</u>	
Total Revenue		\$21,200.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2016	\$9,244.46
2017	\$12,247.00
2018	\$13,901.22
2019	\$5,518.00
2020	\$11,685.00

Zone 14 Information

Number of lots to be assessed	<u>41</u>
Landscape Per Lot	\$ 517.07
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 622.67

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

ESTIMATED EXPENSES 2020-21

Water	\$ 3,400.00	
Electric	\$ 300.00	
Repairs and Replacements	\$ 1,400.00	
Landscape Maintenance	\$ 10,000.00	
Personnel	\$ 6,500.00	
Transfer to Reserve	<u>\$ 2,160.00</u>	
Total Expenses		\$23,760.00

ESTIMATED REVENUE 2020-21

Special Zone Assessment 2020-21	\$ 23,760.00	
Transfer From Reserve	\$ 0.00	
Transfer From General Fund	<u>\$ 0.00</u>	
Total Revenue		\$23,760.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2016	(\$674.62)
2017	(\$2,947.00)
2018	(\$2,010.35)
2019	(\$2,024.51)
2020	(\$275.00)

Zone 15 Information

Number of lots to be assessed	<u>46</u>
LANDSCAPE COST PER LOT	\$ 516.53
Street Lighting Cost Per Lot	\$ 30.44
City-wide Street Maintenance	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 622.13

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

ESTIMATED EXPENSES 2020-2021

Water	\$ 7,400.00	
Electric	\$ 300.00	
Repairs and Replacements	\$ 6,100.00	
Landscape Maintenance	\$ 6,400.00	
Personnel	\$ 3,700.00	
Transfer to Reserve	\$ 0.00	
Total Expenses		\$23,900.00

Estimated Revenue 2020-21

Special Zone Assessment 2020-21	\$ 17,612.00	
Transfer From Reserve	\$ 6,288.00	
Transfer From General Fund	\$ 0.00	
General Revenue		\$23,900.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2016	\$10,046.36
2017	\$11,631.00
2018	\$10,733.19
2019	\$7,767.00
2020	\$12,229.00

Zone 16 Information

Number of lots to be assessed	<u>32</u>
LANDSCAPE COST PER LOT	\$ 550.36
Street Lighting Cost per Lot	\$ 30.44
Citywide Street Maintenance	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 655.96

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

ESTIMATED EXPENSES 2020-21

Water	\$ 5,000.00	
Electric	\$ 300.00	
Repairs and Replacements	\$ 500.00	
Landscape Maintenance	\$ 4,400.00	
Personnel	\$ 2,900.00	
Transfer to Reserve	\$ 0.00	
Total Expenses		\$13,100.00

ESTIMATED REVENUE 2020-21

Special Zone Assessment 2020-21	\$ 13,100.00	
Transfer From Reserve	\$ 0.00	
Transfer From General Fund	\$ 0.00	
Total Revenue		\$13,100.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2016	\$4,871.51
2017	\$3,848.00
2018	\$3,298.66
2019	\$2,881.00
2020	\$4,890.00

Zone 17 Information

Number of lots to be assessed	<u>22</u>
LANDSCAPE COST PER LOT	\$ 595.45
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 701.05

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

ESTIMATED EXPENSES 2020-21

Fuel Modification	\$ 4,500.00	
Water	\$ 8,000.00	
Electric	\$ 400.00	
Repairs and Replacements	\$ 500.00	
Landscape Maintenance	\$ 6,000.00	
Debris Basins/Storm Drain System**	\$ 2,000.00	
Brush Clearance & Replanting Project	\$ 13,000.00	
Personnel	\$ 1,500.00	
Reserve/Contingency (15% max)	\$ 0.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$35,900.00

ESTIMATED REVENUE 2020-21

Special Zone Assessment 2020-21	\$12,000.00	
Transfer From Reserve	\$ 22,900.00	
Transfer From General Fund**	<u>\$ 1,000.00</u>	
Total Revenue		\$35,900.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND***

Fiscal Year Ending	Balance
2016	\$55,017.50
2017	\$59,554.00
2018	\$48,122.41
2019	\$48,905.00
2020	\$34,147.00

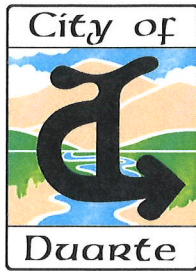
Zone 18 Information

Number of lots to be assessed	<u>15</u>
LANDSCAPE COST PER LOT	\$ 800.00
Street Lighting Cost per Lot	\$ 30.44
Citywide Street Maintenance	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 905.60

*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.



Agenda Item: 9.I.

CM Review: 

Fiscal Review: _____

AGENDA REPORT

MEETING DATE: May 26, 2020

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

SUBJECT: Award of Contract for 2021-2029 Housing Element and Related General Plan Updates to Karen Warner Associates

RECOMMENDATION: Staff recommends that the City Council Authorize the City Manager to Sign a Professional Services Agreement Awarding a contract to Karen Warner Associates, in the amount of \$148,879 for the preparation of Duarte's 2021-2029 Housing Element

FISCAL IMPACT: There will be an impact to the General Fund for the \$148,879 contract amount. The City has applied for Local Early Action Planning (LEAP) Grant that would fund the entire contract amount

BACKGROUND

Housing Element law requires all local governments in the State to adequately plan to meet existing and projected housing needs, including their fair share of the regional housing need (Regional Housing Needs Assessment or RHNA). Cities in the SCAG region are required to complete and submit Housing Elements for certification by October 15, 2021. This Housing Element cycle is significantly more complicated than in the past. An early start is important for consultant availability and to allow timely completion.

There are several new State Laws that impact housing that will need to be addressed as part of the housing element update that include: update the Safety Element to address fire hazards, climate adaptation and resiliency; development of environmental justice policies to address disadvantaged communities; and a more robust housing sites inventory. A feasibility study of the City's inclusionary housing ordinance, environmental review and community outreach are also required and are part of the proposal.

DISCUSSION/ANALYSIS

In March, Staff sent a Request for Proposals (RFP) to several, well trusted, consulting firms. One proposal was received from Karen Warner Associates (KWA). In speaking with other firms that did not choose to submit a proposal, the main reason for not proposing was current work load.

The RFP set up evaluation criteria of: Completeness of Proposal (25%); Relevant Experience (25%); Quality of Work Program (Fit with Client) (20%); Strength of Team (including sub-consultants) (20%); and Project Cost (10%). Although there was only one proposal, Staff completed an evaluation of the KWA proposal and scored it at 100. KWA has completed the last two housing elements for the City as well as the 2018 Housing Strategy and knows the City very well. In addition, the consulting team Ms. Warner has put together is excellent.

The KWA proposal is attached and provides details on the tasks that will be included in the project. The intent is to start the project in early July 2020 and complete all tasks by July 2021, well before the submittal deadline.

RECOMMENDATION

Staff recommends that the City Council Authorize the City Manager to Sign a Professional Services Agreement Awarding a contract to Karen Warner Associates, in the amount of \$148,879 for the preparation of Duarte's 2021-2029 Housing Element.

FISCAL IMPACT

There will be an impact to the General Fund for the \$148,879 contract amount. The City has applied for Local Early Action Planning (LEAP) Grant that would fund the entire contract amount.

ATTACHMENTS

Professional Services Agreement
Karen Warner Associates Proposal
Request for Proposals

CITY OF DUARTE
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and effective as of **[Date]** ("Effective Date"), by and between the **CITY OF DUARTE**, ("City") and **Karen Warner Associates, Inc.** a California corporation ("Consultant"). City and Consultant may sometimes herein be referred to individually as a "party" and collectively as the "parties." In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until **December 31, 2021** or until the tasks listed in the Scope of Work are completed, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the parties.

2. SERVICES AND PERFORMANCE

- A. In compliance with all terms and conditions of this Agreement, the Consultant shall provide **consulting services including preparation of 2021-2029 Housing Element** which services may be referred to herein as the "services" or "work" hereunder. The Scope of Service may also include additional tasks described in Consultant's letter attached hereto as Exhibit "A." In the event of any inconsistency between the terms of Consultant's letter and this Agreement, the terms of this Agreement shall govern.
- B. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder.
- C. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without the prior written approval of City, which may be given or withheld at City's sole and absolute discretion, Consultant shall not (i) contract with any other entity to perform in whole or in part the services required hereunder, or (ii) transfer, assign, convey, or encumber (voluntarily or by operation of law) this Agreement.
- D. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

- E. Consultant shall provide all services rendered hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included, and this Agreement shall be read and enforced as though they were included.

3. MANAGEMENT

The City's Community Development Director shall represent City in all matters pursuant to the administration of this Agreement, review and approval of the services performed by Consultant, and the City Manager shall have the authority, subject to the limitations set forth in Section 4, to enlarge the Scope of Services or increase the compensation due to Consultant. Consultant's official representative in the administration of this Agreement shall be James Ross, who shall have the authority to make all decisions for Consultant and bind Consultant to the terms of this Agreement.

4. COMPENSATION

- A. City agrees to pay Consultant an amount not to exceed **\$148,879**, based on the scope of services and hourly rates set forth in Consultant's letter attached hereto as Exhibit A.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given.
- C. Consultant shall be paid on a monthly basis and shall submit monthly invoices/reports to City, within ten (10) days following the end of each month, showing actual services performed. Consultant shall be paid on the next regular council warrant after all required paperwork is submitted. If the City disputes whether Consultant has earned its fee or any portion, City shall give written notice to Consultant within thirty (30) days of receipt of Consultant's monthly report stating the basis for such dispute.

5. SUSPENSION OR TERMINATION OF AGREEMENT

- A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all work under this

Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this subparagraph (a), Consultant shall submit a final report to the City pursuant to Section 4, and City shall be entitled to receive a return of the fee paid to Consultant, or portion thereof, if the reason for the termination is failure by Consultant to have timely performed the services set forth in Exhibit "A." In City's sole and absolute discretion, prior to effecting a suspension or termination pursuant to this subparagraph (a), the City may first serve upon the Consultant a written notice of the default specifying the default and the amount of time that Consultant shall have to cure, correct, or remedy the default. In the event that the Consultant fails to cure the default within the specified period of time, the City shall have the right to immediately terminate this Agreement pursuant to subparagraph (a). Notwithstanding any other provision of this Agreement to the contrary, City's termination of this Agreement pursuant to this subparagraph (a) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.

- B. Consultant may terminate this Agreement only due to a material breach by City, and only upon not less than thirty (30) days' prior written notice to the City which notice shall specify the material default. Upon receipt of such notice, City may, but shall not be obligated to, effect to remedy of such default.

6. RECORDS AND OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to produce an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of six (6) years after receipt of final payment
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. Consultant shall provide such items to City promptly upon completion of the Agreement. Any use of such documents for other projects by the City shall be without

liability to Consultant.

- C. Any information gained by Consultant in the performance of this Agreement shall be considered confidential and such information and the reports, records, documents and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly or to any other client of Consultant without the prior written approval of the City Manager.

7. INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the City from and against all damages and liability caused by the negligent actions or willful misconduct of the Consultant or its employees, agents, or representatives. Consultant 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 employees, agents, or representatives acting in an official capacity.

8. INSURANCE

Without limiting Consultant's indemnification obligations as set forth in this Agreement, the Consultant 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 Consultant or Consultant's employees use personal autos in connection with the performance of work under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.
- C. Worker's Compensation providing statutory benefits as required by California law.
- D. Professional Liability or Errors and Omissions Insurance designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate.
- E. All of the insurance policies required hereunder, except the worker's compensation insurance, shall comply with the following requirements:
 - (1) All insurance shall be written by insurers that are admitted and licensed to do business in the State of California and with A.M. Bests rating of B++ or better and a minimum financial size VII.

- (2) The policies shall be endorsed to name the City and its officers, officials, employees, agents, and volunteers as additional insureds.
 - (3) All of Consultant's insurance: (i) shall contain no special limitations on the scope of protection afforded to the additional insureds; (ii) shall be primary insurance and any insurance or self-insurance maintained by the additional insureds or any of them shall be in excess of the Consultant's insurance and shall not contribute with it; (iii) shall be "occurrence" rather than "claims made" insurance; (iv) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (v) shall prohibit Consultant from waiving the right of subrogation prior to a loss except for professional liability; and (vi) shall not contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.
 - (4) The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change.
- F. Consultant shall renew the required coverage annually as long as City or its employees or agents face an exposure from the Consultant's operations pursuant to this Agreement. Termination of this obligation shall survive the termination or expiration of this Agreement and shall not be effective until City executes a written statement to that effect.
 - G. No work or services under this Agreement shall commence until the Consultant 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, the Consultant shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Paragraph 8.
 - H. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
 - I. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant 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.

9. INDEPENDENT CONSULTANT

- A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, officials, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

10. NO UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

11. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to the Agreement during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

12. COVENANT AGAINST DISCRIMINATION

Consultant 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.

13. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer, official, employee, agent, representative, or volunteer of the City shall be personally liable to the Consultant, 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 Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

14. 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 Craig Hensley, AICP Community Development Department 1600 Huntington Drive Duarte, California 91010
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If to Consultant:	Karen Warner Associates, Inc. Attn: Karen Warner 882 N. Holliston Avenue Pasadena, CA 91104
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15. GOVERNING LAW; ATTORNEY'S FEES; LITIGATION MATTERS

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 Consultant 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 Consultant shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

16. RIGHTS AND REMEDIES ARE CUMULATIVE; AND WAIVER

- A. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- B. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

17. SEVERABILITY

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

18. INTERPRETATION; 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.

19. EXECUTION OF CONTRACT

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.

20. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date set next to the signature of the City Manager below, which date shall be inserted into the preamble of this Agreement.

[end –signature page follows]

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

CITY OF DUARTE

CONSULTANT

Karen Warner Associates, Inc.

By _____
Daniel Jordan, City Manager

By _____
Karen Warner

Its: _____

Date: _____

Date: _____

EXHIBIT "A"

CONSULTANT'S LETTER

[SEE FOLLOWING PAGES]



Proposal for

**CITY OF DUARTE
2021-2029 HOUSING ELEMENT,
SAFETY ELEMENT, ENVIRONMENTAL JUSTICE,
INCLUSIONARY HOUSING ANALYSIS AND
ENVIRONMENTAL REVIEW**

April 22, 2020

KAREN WARNER ASSOCIATES, INC
Housing Policy Consultants
882 N. Holliston Avenue
Pasadena, California 91104
(626) 791-5596
kwarnerassoc@yahoo.com



KAREN WARNER ASSOCIATES



April 22, 2020

Mr. Craig Hensley, AICP
Community Development Director
1600 Huntington Drive
Duarte, CA 91010

**RE: PROPOSAL – 2021-2029 HOUSING ELEMENT, SAFETY ELEMENT UPDATE,
ENVIRONMENTAL JUSTICE POLICY, INCLUSIONARY HOUSING ANALYSIS AND
ENVIRONMENTAL REVIEW**

Dear Mr. Hensley,

Karen Warner Associates, Inc. (KWA) is pleased to respond to the City of Duarte's RFP to provide professional services for preparation of the 2021-2029 Housing Element, update of the Safety Element, development of Environmental Justice policies, Inclusionary Housing feasibility analysis, and associated environmental review. KWA has the capacity and expertise to provide the high-quality services the City seeks.

KWA is a leader in the area of housing policy planning, having prepared over 100 housing elements for jurisdictions throughout the State. Ms. Warner has worked with numerous of her housing element clients to assist in program implementation, and is familiar with a diverse range of housing programs and strategies. She is particularly familiar with Duarte's housing policies and issues, having prepared the City's last two housing elements, and in 2018 worked closely with staff to develop Duarte's Housing Strategy.

The individual submitting this proposal and the contact person who is authorized to make representations for the organization is as follows:

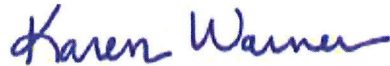
Karen Warner, AICP, President
Karen Warner Associates, Inc., a California Corporation
882 N. Holliston Avenue
Pasadena, CA 91104

The KWA team for the Housing Element will consist of Karen Warner, who will serve as project manager, John Oshimo, who will support in housing policy and community outreach, and Lorraine Mendez, who will assist in conducting background research for the Element. Rincon Consultants, led by Joe Power, will be responsible for the Safety Element update, Environmental Justice policies, and environmental compliance. Harris & Associates will be responsible for preparing the Inclusionary Housing Feasibility Study.

Mr. Craig Hensley
April 22, 2020
Page 2

We understand the significance of this project and look forward to the opportunity to discuss our experience and proposed Scope of Work with City staff in greater detail. Should you have any questions or require additional information, please contact me at 626.791.5596.

Sincerely,



Karen A Warner, AICP
President

CITY OF DUARTE HOUSING ELEMENT PROPOSAL

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EXECUTIVE SUMMARY

UNDERSTANDING THE PROJECT

Based on discussions with staff, we understand the City is interested in consultant assistance in updating its 2013-2021 Housing Element for the 2021-2029 period. Karen Warner Associates has worked with Duarte on its last several Housing Elements, and most recently assisted the City in developing its Housing Strategy, and welcomes the opportunity to continue to work with the City. The scope of work also includes minor updates to the Safety Element related to fire hazards, climate adaptation and resiliency strategies; an analysis of identified disadvantaged communities and establishment of environmental justice policies to address; and the associated environmental assessment of the Element updates. Rincon Consultants will support the KWA team in these efforts, in addition to assisting with community outreach. Finally, the scope of work also includes a feasibility study of the City's inclusionary housing ordinance, to be performed by Harris & Associates.

Since adoption of the current Housing Element, several new pieces of legislation have taken effect that will impact the Element update, and the sites analysis in particular. AB 879 (Grayson) and AB 1397 (Low) expand the required analysis of governmental and non-governmental constraints and the development of programs to address, and require additional justification for the inclusion of sites in the housing element sites inventory, particularly for sites identified as addressing the city's lower income housing needs.

State HCD will be preparing technical assistance memorandum on the new requirements for the 6th cycle updates, including templates for the available sites inventory. KWA recently prepared a 4-year, mid-cycle update for a SCAG jurisdiction subject to the new legislation, is familiar with HCD's expectations for the Element, and will ensure the Duarte Housing Element addresses all current statutory requirements.

Another key change to the 6th cycle housing element update is the expectation of significantly higher RHNA allocations from SCAG. As of March 2020, SCAG has identified a draft RHNA of 873 units for Duarte, compared to 337 units in the prior planning period. Fortunately, the City has recently expanded residential development capacity in both the Duarte Station Specific Plan and through adoption of the Town Center Specific Plan, and is not anticipating the need to rezone additional sites.

A primary objective of Duarte's Housing Element update continues to be to maintain State HCD compliance. State approval provides the City access to a variety of State housing funds, and provides added legal protection to the General Plan. KWA offers unparalleled experience in developing housing elements that are both acceptable to the State, and endorsed by the community and its decision-makers.

CONSULTANT QUALIFICATIONS

Karen Warner Associates, Inc. (KWA), a California corporation, is a housing policy consulting firm that has provided professional services to more than 50 cities and counties in California over the last 19 years. KWA offers the following range of housing services, along with GIS mapping and graphics capability:

Housing Plan Preparation	Special Housing Studies	Project Review
Housing Elements	Inclusionary Zoning Studies	Affordable Housing Projects
Consolidated Plans	Density Bonus Ordinances	Density Bonus Applications
Fair Housing Assessments (AI)	Zoning Ordinance Implementation	ADU Applications

KWA's primary focus is on housing element preparation. During the 5th Housing Element cycle (2014-2021), KWA successfully managed and completed twelve certified Housing Elements in the SCAG region, and an additional four Elements in the Bay Area. Many of these Elements involved developing a systematic sites strategy to demonstrate recycling potential on non-vacant sites to the satisfaction of the State Department of Housing and Community Development (HCD). Community outreach efforts for each project were tailored to meet the needs of specific communities in collaboration with City staff and consistent with the schedule and budget parameters of the project.

KWA is especially familiar with housing issues in Duarte, having worked with the City on its last two housing elements. In 2018, KWA worked with Duarte to prepare its Housing Strategy, a mid-cycle review at the effectiveness of the City's Housing Element, with the intent of providing guidance to staff and decision-makers in allocation of resources and implementation of housing programs/projects over remainder of Housing Element cycle.

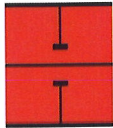


Rincon Consultants, Inc. is a multi-disciplinary environmental sciences, planning, and engineering consulting firm that provides quality professional services to government and industry. Established in 1994, Rincon has grown to a firm of over 285 professionals located in 13 California offices. Our professionals are experienced in a variety of specialty areas, including:

CEQA/NEPA	Air Quality/Greenhouse Gases	Cultural Resources
General Plans/Specific Plans	Hazardous Materials/Health Risk	Biological Resources
Contract Planning	Noise	GIS Mapping and Analysis

CEQA compliance and General Plan preparation are both core business areas for Rincon. Our team of certified urban planners, environmental impact technical specialists, and LEED-accredited sustainability professionals work collaboratively to develop sound policy recommendations and provide unbiased and technically sound environmental review of both public and private projects. Our philosophy on all projects is to encourage early agency and public scoping and to develop and maintain close communication between the lead agency and other stakeholders to ensure that client expectations are met and community concerns are appropriately addressed. This approach enables us to identify and avoid constraints early in the planning and environmental review processes and minimize conflicts and timing delays.

During Rincon's 25-year history, we have received multiple awards for excellence from environmental planning industry organizations, including the American Planning Association (APA) and the Association of Environmental Professionals (AEP). Most recently, Rincon received awards from both the APA and AEP for the Rancho Mirage General Plan Update. A full firm profile and awards list can be viewed at www.rinconconsultants.com.



Harris & Associates is a multi-disciplinary firm providing community development, financial, engineering and construction management consulting services to cities, counties, special districts and other public entities. Harris was established in 1974 and serves communities throughout California – we have 11 offices and over 200 employees. Our housing services include:

Inclusionary Housing Studies
Development Underwriting Analysis
Grants Research and Applications
Developer Peer Review

Affordable Housing Planning & Implementation
Zoning Analysis
Strategic Funding Analyses
Developer Agreements/Negotiation

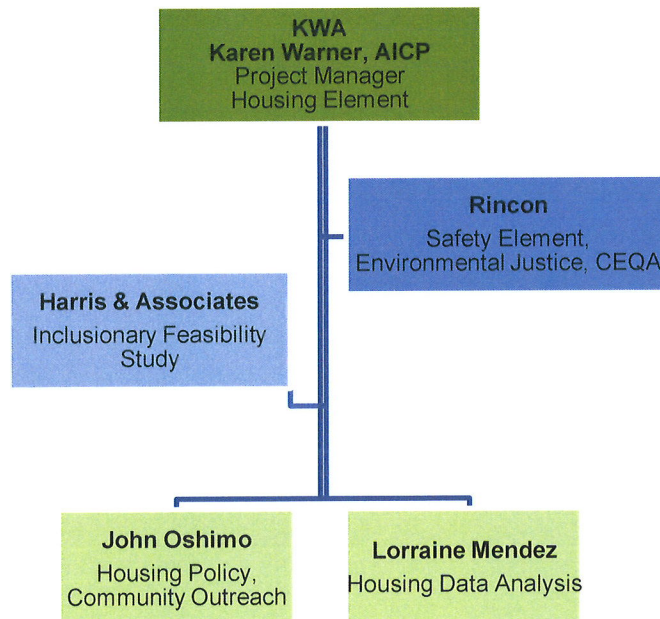
Harris staff has two decades of experience providing a wide array of housing services to California cities. As financial experts, we are aware of the challenges in developing affordable housing given high construction costs and a lack of public funding sources. We can assist the City in assessing all available options to incentivize the production of affordable housing in the community. We are uniquely positioned to provide real-world solutions as we understand all aspects of the planning and the financial feasibility side of providing practical housing solutions. We tailor our services to the needs of each community to identify planning and zoning options, ensure that local, State and federal funding sources are fully leveraged, analyze financial feasibility and development underwriting and coordinate with the development community on solutions. We are currently providing inclusionary housing studies for the cities of Oxnard, Manteca, and Sebastopol.

PROJECT TEAM

The KWA project team for the 2021-2029 Duarte Housing Element will consist of Karen Warner, who will serve as project manager, Lorraine Mendez, who will assist in conducting background research for the Element and John Oshimo, who will support in housing policy and community outreach.

Rincon Consultants, led by Joe Power, will be responsible for the Safety Element update, Environmental Justice analysis and policies, and environmental compliance.

Harris & Associates, led by Hitta Mossman, will be responsible for conducting the inclusionary housing feasibility study.



KAREN WARNER ASSOCIATES, INC



Karen Warner, AICP, President

Education: MA, Architecture and Urban Planning, UCLA
BA, Environmental Studies/Economics, University of California, Santa Barbara

Karen Warner is a consultant with over 30 years of experience in providing housing policy services to municipal clients. She is a recognized leader in the field of housing elements, having authored over 100 elements throughout the State and has an excellent track record in achieving HCD approval. Ms. Warner works with many of her housing element clients to assist in program implementation, including drafting zoning code amendments, conducting land use/accessory dwelling unit surveys, and conducting various specialized studies such as inclusionary housing analyses. Prior to forming KWA in 2002, Ms. Warner worked as a planner in both the public and private sectors, including serving as Director of Housing Programs for Cotton/Bridges/Associates, and as General Plan project manager for Envicom Corporation. Ms. Warner has served as a conference speaker on housing issues for APA, CRA, HUD, NAHRO, HUD, and the League of California Cities. Select project experience is listed below.

- *City of Duarte – Housing Element, Housing Strategy, Project Density Bonus Analysis*
- *City of Santa Monica – Housing Element, Fair Housing Plan, Consolidated Plan*
- *City of San Fernando – Housing Element and APR, ADU Ordinance, Density Bonus Ordinance, Housing and Redevelopment Implementation Plan*
- *City of San Rafael – Housing Element and APRs, Affordable Housing and Anti-Displacement Strategy for Downtown Precise Plan, Housing Impact Fee Update*



John Oshimo, Project Associate

Education: Master of Planning, Urban and Regional Planning, University of Southern California
BA, Geography, UCLA

John Oshimo has over 40 years of professional urban planning experience and has successfully managed community and regional planning projects: general plans (especially land use and housing elements); housing-related HUD documents (Consolidated Plans and Analysis of Impediments); specific plans; zoning codes, economic development/redevelopment plans; and, environmental documents (CEQA). Through the course of his professional career, Mr. Oshimo has conducted numerous community workshops and public presentations. He was also President and owner of GRC Associates, Inc., an urban planning and redevelopment consulting firm. Prior to GRC, Mr. Oshimo was a senior planner for the Southern California Association of Governments' (SCAG), where he developed growth management policies and local and regional population, housing, and employment forecasts, the basis for the Regional Housing Need Assessment. Select project experience is listed below.

- *City of Burbank – Housing Element, ADU Plan Review*

- *City of Gardena – Housing Element, General Plan/EIR, Senior Housing Market Study and MND, CDBG Slum/Blight Survey, Specific Plan CEQA Document*
- *City of Arvin – Housing Element and APR, General Plan, Redevelopment Plan*
- *City of Rosemead – Housing Element, Econ Development Study, RDA Plan*
- *City of Indio – Housing Element, LAFCo SOI Municipal Service Review*
- *City of Lakewood – Housing Element, Consolidated Plan, Analysis of Impediments to Fair Housing Choice, Housing Project Relocation Plan*



Lorraine Mendez, Project Associate

Education: B.A., Economics and Business, California State University, Northridge

Lorraine Mendez brings over 18 years of professional experience working with local governments – first as an employee in Burbank’s Community Development Department where she gained knowledge and experience in the fields of Redevelopment, housing, community development, fiscal management, goal setting, and performance tracking, and as of 2006, as a consultant dealing exclusively with CDBG and HOME entitlement programs. Ms. Mendez has been under contract with local jurisdictions over the last 13 years, including the cities of Westminster, Huntington Beach, Garden Grove, Huntington Park, Burbank, and El Monte providing administrative services associated with the HUD Program. Ms. Mendez has prepared Five-Year Consolidated Plans using the eCon Planning Suite, Annual Action Plans, Consolidated Annual Performance Evaluation Reports (CAPER) and Analysis of Impediments to Fair Housing Choice reports for numerous cities in Southern California. Ms. Mendez has also served as a subcontractor for various projects, including assisting Karen Warner Associates with housing elements for the cities of Burbank and Huntington Beach. Select project experience is listed below:

- *City of Burbank – Housing Element, Consolidated Plan, Fair Housing Plan*
- *City of Huntington Beach – Housing Element, Con Plan, CAPER*
- *City of Westminster – Con Plan, CAPER, Analysis of Impediments to Fair Housing*
- *City of Huntington Park – Consolidated Plan, Annual Action Plan, Consolidated Annual Performance and Evaluation Report, Analysis of Impediments to Fair Housing Choice*

RINCON CONSULTANTS, INC



Joe Power, AICP, CEP, Senior Principal/Vice President

Education: MA, Architecture and Urban Planning, UCLA
BA, Urban & Economic Geography, University of Georgia

Joe Power will oversee the Safety Element update, Environmental Justice analysis/policies and CEQA compliance. Mr. Power has 28 years of experience in the planning field and has managed or primarily authored successful planning and environmental and planning studies on projects ranging from affordable housing to urban redevelopment to citywide transportation systems. He has

prepared numerous CEQA and NEPA documents and is an expert in interpreting federal and state planning and environmental law. He has a proven record of developing informative, readable, and legally defensible environmental documentation. Mr. Power has prepared specialized technical reports on a range of planning and environmental topics, including noise, air quality, GHG, sustainability, and water supply. He is a skilled public presenter and moderator, having facilitated public workshops for various general plan elements and EIRs. He has also presented papers at the national and state American Planning Association conferences. Select project experience includes:

- *City of Alhambra – Vision 2040 General Plan and EIR*
- *City of Brea – EIR Addendum for 2014-2021 Housing Element*
- *City of Calabasas – 2030 General Plan, EIR and Development Code; EIR Addendum for 2014-2021 Housing Element*
- *City of Los Angeles – Downtown Community Plan EIR*
- *City of Malibu – Housing Element EIR*
- *City of Santa Fe Springs – Initial Study/Neg Dec for 2014-2021 Housing Element*



Susanne Huerta, AICP, Supervisory Planner

Education: Master of Urban Planning, New York University
BA, Geography, UCLA

Susanne Huerta will manage the CEQA process for Duarte's Housing and Safety Element update. Ms. Huerta is responsible for managing and preparing environmental and planning documents and technical impact analyses. She has extensive experience conducting environmental analyses in accordance with CEQA/NEPA. Her experience includes a wide range of projects for residential and commercial development, recreation and open space, and utility-scale electrical and water

developments. Select project experience is listed below.

- *City of Beverly Hills – 9200 Wilshire Blvd Mixed Use EIR Addendum, 9900 Wilshire EIR, 9908 Santa Monica Blvd EIR, 100 N. Crescent Media Center EIR*
- *City of Pasadena – 3200 E. Foothill Sustainable Communities Env. Assessment*
- *City of Long Beach – 5100 Long Beach Blvd IS-MND, 4800 Long Beach Blvd IS-MND*
- *City of West Hollywood – 7985 Santa Monica Blvd EIR, 9034 Sunset Blvd*



Lexi Journey, Community Resiliency Specialist

Education: Master of Environmental Science and Management (MESM), UCSB
BS, Ecology, Behavior, and Evolution, UCLA

Lexi Journey will lead the Safety Element update and Environmental Justice analysis and policies. Ms. Journey's experience includes project management, planning policy analyses, technical analyses, and outreach for assignments such as General Plans, Coastal Land Use Plans, and Climate Action Plans, as well as CEQA and NEPA environmental assessments. She specializes in managing projects where

multi-agency cross-over is needed for community resilience. For example, the integration of GHG reduction measures, adaptation strategies, and disaster preparedness into a jurisdiction's Safety Element, Climate Action Plan, and Local Hazard Mitigation. She has managed various projects including the City of Rancho Mirage General Plan Update, the City of Alhambra General Plan Update and EIR, County of Merced Climate Action Plan, and the Local Oxnard Coastal Plan Update. She has also prepared technical studies for topics regarding fire hazards, air quality, greenhouse gases, noise, climate vulnerability and adaptation. Select project experience is listed below.

- *City of Alhambra - Vision 2040 General Plan and EIR*
- *City of Rancho Mirage - 2035 General Plan and EIR Addendum*
- *City of Oxnard - Local Coastal Plan Update*
- *Town of Windsor - General Plan and EIR*
- *Merced County - Climate Action Plan*
- *City of Rohnert Park - General Plan, GHG Reduction Strategy, and EIR*

HARRIS & ASSOCIATES



Hitta Mosesman, Senior Director

Education: BA, Economics, University of California, Irvine
Hitta Mosesman will be responsible for preparing the Inclusionary Housing Feasibility Study for the City. Ms. Mosesman joined Harris in August 2019 and was previously a Principal at RSG, a community development and financial consulting firm serving cities throughout California. She has over 10 years of experience in providing affordable housing services to cities and non-profit agencies, and is currently working with the cities of Bellflower and

Hawthorne on projects related to homeless shelters and permanent supportive housing, as well as development agreements for affordable housing projects and compliance. She has also worked with the City of Irvine and the Irvine Community Land Trust to provide a variety of consulting services from affordable housing strategies and implementation plans to housing requirements and specific initiatives. Relevant project experience includes:

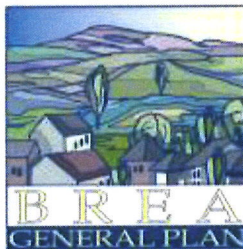
- *City of Irvine – On-Call Housing Consulting Services*
- *Irvine Community Land Trust - Housing Financial Consulting Services*
- *City of Bellflower – Homeless Shelter Advisory Services*
- *City of Hawthorne – Housing Consulting Services*

SIMILAR PROJECTS

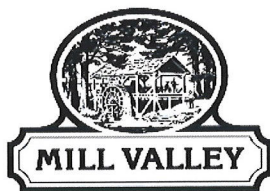
KAREN WARNER ASSOCIATES



2014-2021 SANTA MONICA HOUSING ELEMENT KWA worked with Santa Monica Strategic and Transportation Planning staff to develop the City's current Housing Element. The process began by conducting meetings before seven City Boards and Commissions (Disabilities, Housing, Planning, Rent Control, Senior, Social Services, and Status of Women), followed by a stakeholders' roundtable with 23 affordable housing producers and advocates. A project website was created to document project progress, advertise public meetings, and provide access to draft documents. A key component of the Element update was integration of the recently adopted Land Use and Circulation Element (LUCE) which prioritizes new housing in transit-rich mixed-use districts and away from established neighborhoods. The Housing Element sites analysis thus focused on underutilized properties in designated transit-oriented activity centers, including near the three new Expo Line stations, near Rapid Bus stops on commercial corridors, and in the Downtown district. Suitable sites for an additional 3,700 high density units were identified, and combined with the over 1,200 units with entitlements, provided the City with an ample buffer to address its RHNA for 1,674 new units.



2014-2021 BREA HOUSING ELEMENT The City of Brea encompasses nearly ten square miles in northern Orange County, and includes extensive hillside areas, suburban-style neighborhoods, and a vibrant mixed-use downtown. The 2014-2021 Housing Element builds upon the City's 2003 General Plan and mixed-use zoning, which provides capacity for over 2,000 new mixed-use units. As a means of satisfying the new AB 2348 sites analysis requirements, KWA worked with staff to develop a series of criteria (including building age, vacant and Agency-owned parcels, high surface parking lot ratio, recent development interest, etc) to identify groupings of sites within the mixed-use districts most suitable for development within the eight year planning horizon. To supplement the mixed-use and residential sites inventory, the City was able to take advantage of the alternative sites provision in housing element law, utilizing purchase of affordability covenants on existing units to gain credit towards the City's regional housing growth needs. Rincon Consultants prepared an addendum to Brea's General Plan EIR to fulfill CEQA requirements for the Housing Element update.



MILL VALLEY HOUSING ELEMENTS, ZONING IMPLEMENTATION AND INCLUSIONARY HOUSING ORDINANCE After enduring a controversial previous Housing Element process which failed to be implemented, the City of Mill Valley contracted with the team of Metropolitan Planning Group (M-Group) and KWA based on their recent success in achieving an HCD compliant Element in the adjacent

community of Sausalito. The City's 2009-2014 Housing Element was prepared within the context of a comprehensive update to the Mill Valley General Plan (MV 2040). The process involved extensive public participation and consensus building, resulting in the creation of a draft Housing Element supported by the greater community and its stakeholders. Subsequent to adoption of the Element, the consultant team prepared a series of zoning text amendments to implement Housing Element Programs, including a density bonus ordinance, condominium conversion ordinance, and special needs housing ordinance. KWA also worked with the City's decision makers in establishing policy direction for revisions to the inclusionary housing ordinance, and brought Keyser Marston Associates onto the team to provide expertise in development of the Nexus Study and establishment of a housing impact fee. The City again hired the KWA/M-Group team to prepare the City's 5th cycle 2015-2023 Housing Element



SANTA FE SPRINGS HOUSING ELEMENTS AND ZONING IMPLEMENTATION KWA has prepared the last three Housing Elements for the City of Santa Fe Springs, all of which have received State HCD approval. Ms. Warner has continued to work with the City in a variety of capacities to assist in implementation of the Housing Element's policies and programs. She assisted staff in preparing an amendment to the Housing Element to gain RHNA

credit for preservation and rehabilitation of an at-risk affordable housing project. She has supported staff in reviewing development proposals on identified affordable housing sites for consistency with the Housing Element and density bonus law. And most recently, she prepared zoning text amendments to implement recent changes in State law related to accessory dwelling units and density bonus/affordable housing incentives. She continues to assist staff in monitoring housing activity and prepares the City's Annual Performance Reports for submittal to HCD.



2008-2014 TEMPLE CITY HOUSING ELEMENT Following a multi-year planning effort with another consultant and two lengthy HCD review letters on the City's draft Housing Element, in 2012 Temple City engaged KWA to develop a strategy to bring the City's Housing Element into compliance with State law. The primary issue facing the City was a RHNA carry over from the prior planning period, and the inability to demonstrate recycling potential on non-vacant sites. KWA worked in tandem with City

staff to develop a detailed inventory and systematic analysis of underutilized sites, focusing on sites within the City's Downtown Specific Plan and sites adjacent to the Rosemead Boulevard Enhancement Project. Upon completion of the new sites analysis, KWA provided this section of the Housing Element to HCD for informal review to confirm the approach. Given the expanded number of suitable sites, the Element was able to demonstrate sufficient sites to accommodate the prior RHNA, eliminating any RHNA carry over to the 2008-2014 Element.

RINCON CONSULTANTS



CALABASAS 2030 GENERAL PLAN AND DEVELOPMENT CODE UPDATE AND EIR Rincon completed the 2030 General Plan Update and EIR for the City of Calabasas, and teamed with KWA for preparation of the 2014-2021 Housing Element. The 2030 General Plan update program was designed to build upon the vision and community values that have made Calabasas a special place to live, work, and visit and to address new issues that had

emerged since the development of the previous long-range planning program. Key issues in the environmentally conscious community revolved around the preservation of open space, development of new recreational opportunities, and incorporation of sustainability and green building concepts. GIS and graphics design capabilities were an important component of the work program for this study as the environmental consultant needed to use, update, and create new layers within the City's existing GIS database. The database was used to identify constraints and opportunity areas, specifically identifying the opportunity to re-focus future development potential into newly created mixed use districts along the City's main commercial corridors. **In 2010, Rincon's work on the project was recognized by the Southern California Association of Governments as the report received the Compass Blueprint Achievement for Visionary Planning for Sustainability.**



Rancho Mirage General Plan Update and EIR Addendum

Rincon completed the City of Rancho Mirage's General Plan Update in 2018. The General Plan Update was a "technical" update to ensure compliance with recently adopted State laws, and to modernize the look, organization and user friendliness of the General Plan. As part of this process, General Plan goals, policies and programs were updated to coincide with the City Council's current vision for the future

of the City; maps and exhibits were updated to reflect the current makeup of the City; the Circulation Element were updated based on a new traffic model; a high quality graphically-designed General Plan document was created; and GIS maps were created for use in the General Plan document and to be used as interactive online tool.



Alhambra 2015 General Plan Update and EIR Rincon assisted the City of Alhambra with a comprehensive update to its General Plan which was more than 25 years old. The project was intended to bring the City's primary planning blueprint into full consistency with state law, and to serve as a guide to development and infrastructure through the year 2030. The General Plan consists of seven different chapters/elements,

each attune to the City's background and goals. The elements include Land Use/Community Design; Mobility; Quality of Life (housing, jobs, economy, recreation, open space); Resources (air, water, climate, biology, cultural); Services and Infrastructure (water, sewer, storm drains, police, fire, schools); Public Safety (hazards, noise); and Economic Development. In addition to the General Plan, Rincon prepared an EIR to comply with CEQA.



Pomona General Plan and Corridors Specific Plan EIR

Rincon prepared a program EIR for the City of Pomona's General Plan Update document (titled Pomona Tomorrow). The General Plan was intended to function as a policy document to guide land use decisions within the City's planning area through the year 2030. The EIR also incorporates analysis of the City's Corridors Specific Plan,

which examines four of the City of Pomona's main thoroughfares: Mission Boulevard, Holt Avenue, Garey Avenue, and Foothill Boulevard. The overall goal of the Corridors Specific Plan was to orchestrate private and public investment activities along the four main Corridors, and to support and promote the type of investment that will enhance the beauty and vitality of these primary commercial corridors. Key EIR issues included transportation, cultural resources, and neighborhood compatibility. Rincon has assisted the City with the processing of streamlined environmental reviews for multiple projects consistent with the General Plan since the EIR certification and General Plan adoption.

SCOPE OF WORK

The 2021-2029 Housing Element will evaluate Duarte's current housing needs and market conditions, constraints and resources, and will assess the effectiveness of the City's current housing programs in addressing these housing issues. The following Scope of Work presents the Element's major tasks, and depicts how these tasks build upon one another to establish a comprehensive housing strategy for the City. The scope of work is also presented for the new General Plan Safety Element and environmental justice requirements, along with the associated CEQA compliance.

TASK 1. INTRODUCTION

The introductory chapter to the Element sets the stage by describing the purpose of the Housing Element in lay terms and establishes the community's housing context. The Introduction also includes a summary of key housing issues; establishes the Housing Element's relationship with the balance of the General Plan; and describes the public participation process.

TASK 2. EVALUATION OF ACCOMPLISHMENTS UNDER ADOPTED ELEMENT

In order to develop appropriate programs to address the community's housing needs, KWA will work with City staff to determine the achievements under adopted housing programs in the 2014-2021 Duarte Housing Element, and evaluate the effectiveness of these programs in delivering housing services. This evaluation will include a description of the City's track record in producing new affordable housing during the prior planning period, and a comparison of both market rate and assisted housing production with the City's identified regional housing growth needs (RHNA).

TASK 3. HOUSING NEEDS ASSESSMENT/RHNA

This section of the Housing Element provides a comprehensive analysis of the City's existing and projected housing needs, and serves as a guide for focusing Housing Element policies and programs in response to these needs. The Needs Assessment encompasses an analysis of the following:

- ✓ Population and household characteristics
- ✓ Housing stock characteristics
- ✓ Assisted housing at-risk of conversion to market rate
- ✓ Regional Housing Needs Assessment (RHNA)

Population and Household Characteristics. Data sources including the American Community Survey, 2020 Census (as available), School District, and available local studies will be compiled and evaluated to derive the following demographic and household information:

- ✓ Current population and population growth trends for City and comparable communities.
- ✓ Population characteristics including age distribution and race/ethnicity, and

demographic shifts over past 2 decades.

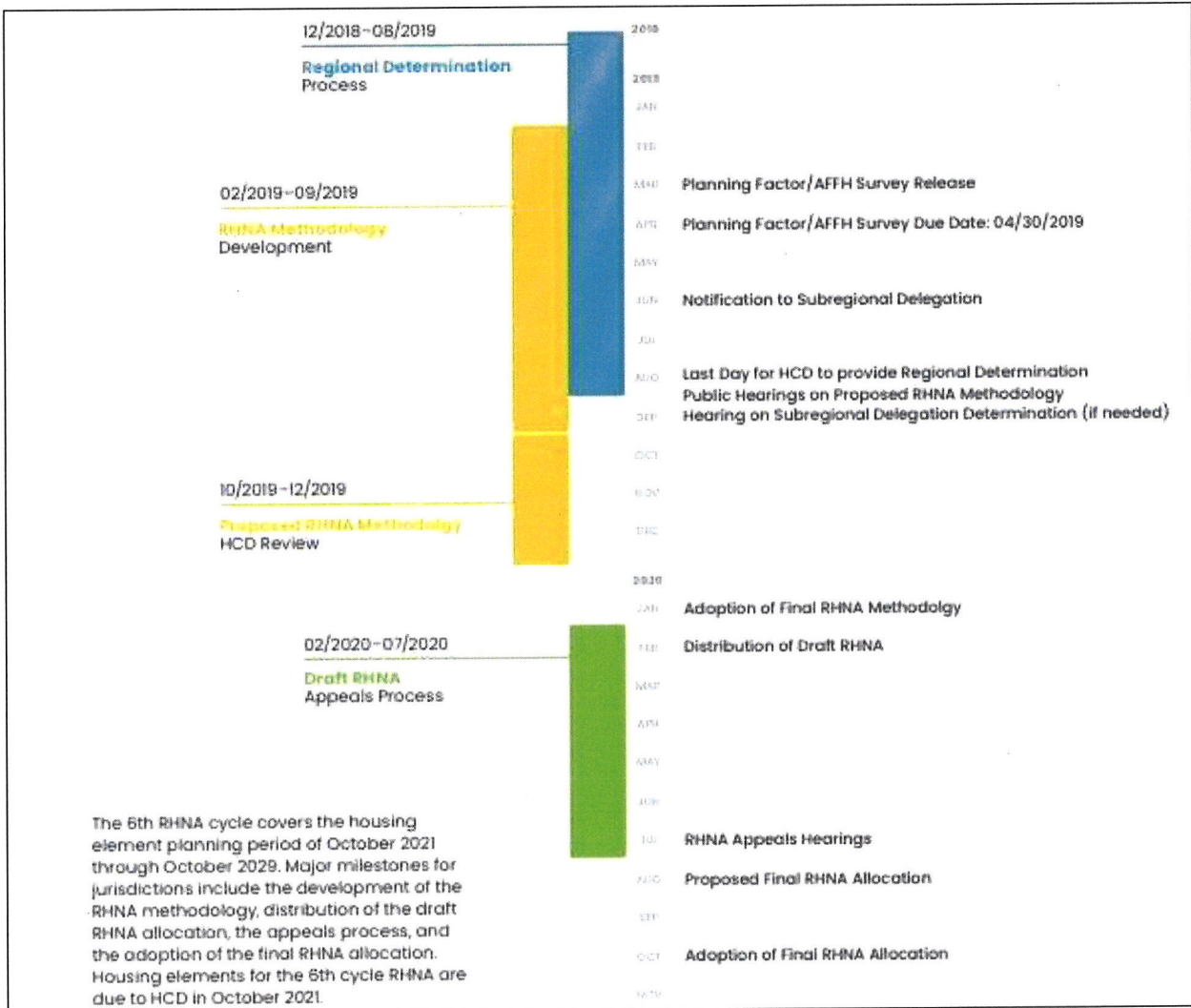
- ✓ Current and projected employment in Duarte.
- ✓ Household characteristics including household type, tenure and size, overcrowding/severe overcrowding by tenure and geographic concentration, and housing overpayment/severe overpayment for owners and renters.
- ✓ Household income for City in comparison to the region and other comparable communities, income differences within the City, identification of persons living in poverty.
- ✓ Special needs populations - including seniors, large families, disabled, single-parent households, homeless. Analysis of the income and tenure characteristics of these groups, and availability of specialized housing in Duarte to meet their needs.

Housing Stock Characteristics. Information on the City's housing stock and current market characteristics will be obtained from a variety of published sources, including CoreLogic sales data, CoStar and internet rent surveys, and local market studies. The following information will be provided:

- ✓ Housing growth trends for Duarte and similar communities.
- ✓ Housing unit mix and tenure, and geographic concentrations of rentals, including single-family rentals.
- ✓ Vacancy rates.
- ✓ Home ownership and rental market analysis.
- ✓ Affordability analysis of City's owner and rental housing to very low, low and moderate income households
- ✓ Housing conditions analysis to assess the magnitude of units requiring rehabilitation or replacement in Duarte.

DUARTE 2021-2029 HOUSING ELEMENT

Regional Housing Needs Assessment (RHNA). The following graphic shows SCAG's proposed RHNA development timeline, with adoption of the final RHNA targeted for October 2020.



Assisted Housing “At-Risk” of Conversion to Market Rate. Housing Element statutes require documentation and analysis of assisted low income rental projects at-risk of conversion to market rate over the ensuing ten-year period (2021-2030). There are currently six publicly-assisted, rent restricted housing complexes in Duarte, providing 456 units of affordable housing for lower income seniors and families. One of these projects, the 100-unit Duarte Park Senior Apartments, is considered at high risk of conversion, as affordability is entirely tied to the Section 8 Housing Assistance Plan (HAP) contract subject to renewal in 2022.

For projects deemed at-risk of conversion within the ten year time frame, the following analysis will be conducted: a) assessment of level of risk; b) estimate of the costs of preserving units through transfer to non-profit ownership, provision of rental assistance, and purchase of affordability covenants; and c) estimate of the costs of replacing units. As part of the Housing Resources chapter of the Element, KWA will develop an inventory of financial and administrative resources available to the City for preservation and/or replacement. Within the Housing Program section of the Element, programs for preserving the at-risk units will be identified, along with specific quantified objectives for the City’s preservation goals.

TASK 4. SITE AVAILABILITY

This section of the Element provides an inventory of vacant and underutilized parcels within Duarte available for residential and mixed-use development during the 2021-2029 planning period. Pursuant to AB 1397, sites must now meet the following requirements to be included in the housing element sites inventory:

- Sites must be "available" for residential development with "realistic and demonstrated potential" to accommodate housing development. Identified sites must have access to sufficient water, sewer, and dry utilities, or be part of a mandatory program to provide such utilities. Additional justification required on the unit capacity for each site, including review of project densities on similar sites in the city and at similar affordability levels.
- Lower income sites must be between 1/2 acre and 10 acres in size, unless the city can provide evidence why the site would be appropriate, such as proposal or approved development project affordable to lower-income households for the site.
- Vacant sites identified in two or more prior housing elements for lower income households, and non-vacant sites identified in the prior housing element for lower income households that have not been approved for housing can no longer be used to fulfill the city's lower income RHNA need unless: a) the site is or will be rezoned to the minimum lower-income household density for the city within three years; and b) the zoning allows for residential development by right of at least 20% of the units for lower income households.
- Expanded analysis and justification of non-vacant sites, including city's past experience converting existing uses to higher density residential development, current market demand for the existing use, and analysis of any existing leases or contracts that could prevent redevelopment of the site.

- If a city relies on non-vacant sites to accommodate 50% or more of its housing need for lower-income households, the "existing use shall be presumed to impede additional residential development, absent findings based on substantial evidence that the use is likely to be discontinued during the planning period." Sites identified for housing development that currently or within the last five years contained residential units occupied by lower-income households, or were subject to an affordability requirement or local rent control policy, must be replaced one-for-one with units affordable to the same or lower income levels.

The initial step in this task will be to update the existing sites inventory based on building permits issued during the prior planning period and current projects with entitlements. The updated inventory will then be further refined and sites eliminated that fail to meet the criteria established under AB 1397. Finally, KWA will coordinate with staff to identify new sites within the Duarte Station and Town Center specific plans. Given the strengthening of "No Net Loss" planning law under SB 166 to require an adequate sites inventory be maintained throughout the RHNA planning period by income category, it will be important for Duarte to have a sufficient sites buffer to offset any sites developed at lower densities or higher income levels than assumed in the Housing Element.

TASK 5. POTENTIAL HOUSING CONSTRAINTS

The constraints section of the Element encompasses both governmental and non-governmental constraints upon the maintenance, improvement or development of housing. Non-governmental constraints include: market mechanisms (land and construction costs, availability of financing); infrastructure, and environmental constraints. Potential governmental constraints are evaluated in detail, and include an analysis of the following: General Plan land use designations; residential and mixed use development standards; inclusionary zoning ordinance and in-lieu fees; zoning provisions for a variety of housing types; planning and zoning regulations for persons with disabilities; on- and off-site improvements; building codes and related code enforcement; fees and exactions; and processing and permit procedures.

Per AB 879, the governmental constraints analysis must now specifically address "any locally adopted ordinances that directly impact the cost and supply of residential development." Such ordinances include inclusionary housing and short-term rental ordinances, and mitigation fees related to traffic and parks. The non-governmental constraints section of the element must now analyze requests to develop housing at densities below those identified in the housing element sites inventory, and the length of time between project approval and submittal of building permit application. To the extent analysis identifies governmental or non-governmental constraints, the element must include a program to address.

Inclusionary Housing Feasibility Study

The City suspended its Inclusionary Housing Ordinance (including the in-lieu fee) in 2016 due to concerns with market feasibility. City Council has directed that a study be conducted prior to completion of the 2021-2029 Housing Element to assess the economic feasibility of re-instating the Inclusionary program. We have included Harris & Associates on the project team to complete the Inclusionary Housing Feasibility Study, with the firm's complete scope of services, schedule and budget are included in the Appendix to the proposal.

TASK 6. HOUSING RESOURCES

This section of the Element presents the primary local, County, State, federal, and private funding resources available to support Duarte's housing program, including information on program parameters. The status of the Duarte Redevelopment Agency will be discussed, and remaining redevelopment set-aside funds projected to be available through the planning period. Administrative resources – public and non-profit agencies involved in local housing activities – are described. Within the context of energy conservation resources, green building and policies for environmental sustainability in Duarte will be presented.

TASK 7. HOUSING PLAN

The Housing Plan section of the Element sets forth the City's goals, policies and objectives with respect to housing, and establishes a comprehensive program strategy with specific program actions.

Policies and programs will initially be based on the City's current practices, and augmented and refined in response to the community's identified housing needs, constraints and resources; and in response to public and decision-maker input. KWA will develop detailed programmatic descriptions for any new programs being proposed, including identification of interim steps necessary to initiate the program, potential funding sources, and timeframe for program implementation.

The Housing Plan will include a program summary chart, which specifies the following for each program: program objective, funding source, responsible agency and implementation time frame. This chart can then be used to track program implementation, and can serve as the basis for the City's annual report to the State Department of Housing and Community Development (HCD).

TASK 8. DRAFT HOUSING ELEMENT/HCD REVIEW

All the prior tasks will be integrated into a comprehensive draft Housing Element for staff review. Upon receipt of staff comments on the initial draft document, KWA will prepare a revised draft Element for presentation before the City's decision-makers. Any necessary revisions will be made based on decision-maker input, and a public review draft Element will be prepared for submittal to the State to initiate their 60-day review period. The Element will be formatted with text, tables and graphics suitable for posting on the City's website.

KWA will serve as the City's liaison with State HCD during review of the draft Element. Once the HCD reviewer has been assigned for Duarte, KWA will schedule a conference call along with City staff to discuss any concerns the State may have with the Element. Upon receipt of HCDs official written comments on the draft, KWA will coordinate with staff in developing any necessary changes and will advise staff as to whether a second round of HCD review is recommended. KWAs fixed fee project budget includes up to two rounds of review with HCD, with additional review after the 2nd letter on the draft Element to be charged on a time and materials basis.

TASK 9. FINAL ADOPTED HOUSING ELEMENT/SUBMITTAL TO HCD

Following adoption by the City Council, KWA will prepare the final Duarte Housing Element to reflect revisions directed by the City Council. Public input received on the Draft Housing Element will also be summarized.

KWA will draft a letter for submittal of the adopted Element to HCD, identifying any changes made in the Element since the State's prior review.

TASK 10. PUBLIC PARTICIPATION

The Housing Element is tasked with identifying ways to reduce regulatory, physical and environmental constraints to the production of housing, and identifying a sufficient amount of developable land that can accommodate the City's assigned regional housing growth needs (RHNA). Early and ongoing education and outreach with the City's decision-makers and local community will be critical to the success of the program, both to obtain input and ally concerns, and to identify solutions. For purposes of budgeting, we have included the following outreach in the scope, with additional meetings to be billed on a time-and-materials basis.

- ✓ On-line housing needs and sites survey
- ✓ Public workshops before Planning Commission (2)
- ✓ City Council study session on public review draft Housing and Safety Elements
- ✓ Public hearings before Planning Commission and City Council (2)

In order to solicit input from a broad cross-section of Duarte residents, KWA will develop an on-line **housing needs survey**, including questions on preferred housing sites. The survey will serve the dual purpose of providing background information on the Housing Element process to the general public, as well as advertising future community workshops and study sessions. The survey will be posted on the City's website using SurveyMonkey, and hard copies will be made available and distributed at public facilities.

Public workshops and study sessions before the Planning Commission and City Council provide an opportunity for policy-direction early in the process prior to finalization of the draft Housing Element. We suggest conducting an initial workshop with the Planning Commission focusing on education, establishing the context of the Housing Element, RHNA/site requirements, and consequences of non-compliance. With this as background, KWA will facilitate a discussion of potential Housing Element sites and strategies to address the RHNA. A second Planning Commission workshop could be held to solicit input on policies and programs for the Housing and Safety Elements, including policies to address new environmental justice requirements. Finally, we recommend conducting a study session with City Council on the draft Housing Element prior to submitting to State HCD for review.

Upon completion of HCDs review, **public hearings** will be conducted before the Planning Commission and City Council on the Element. KWA will assist staff in presentation of the Element, and as necessary, discuss any outstanding policy issues and work with the City's decision-makers towards resolution.

TASK 11. SAFETY ELEMENT UPDATE AND ENVIRONMENTAL JUSTICE POLICIES

Rincon Consultants will prepare an update of the City's Safety Element to address new State requirements (triggered by an update of the Housing Element), and to provide consistency with other elements in the General Plan. Rincon will use the State's Office of Planning & Research 2017 General Plan Guidelines to update the Safety Element to ensure consistency with the State's latest requirements and guidance, including: SB 379 Vulnerability and Adaptation; SB 1241 Fire Risks; and SB 1030 Safety Element Update Requirements. The Safety Element update will focus on ensuring alignment with and/or integration of other City plans such as the Local Hazard Mitigation Plan Update (in accordance with AB 2140). As necessary, Safety Element maps will be revised and/or added and provided in GIS format.

Environmental Justice

Rincon will incorporate the environmental justice requirements of SB 1000 into the General Plan. This will involve:

- Review of the current General Plan to identify opportunities for the inclusion of environmental justice policies
- Identification disadvantaged communities in the City and potential hazards to which these communities may be subject
- Development of environmental justice policies that can be included in the Safety and/or other General Plan elements as appropriate

A draft of the Safety Element and environmental justice analysis and policies will be provided for City review. Based on City input, Rincon will prepare a final version of the proposed General Plan amendments for consideration by the Planning Commission and eventual consideration for adoption by the City Council.

TASK 12. CEQA REVIEW

Based on discussions with staff and the fact that no zone changes are anticipated to be necessary for the Housing Element, Rincon has assumed the CEQA document for the Housing and Safety Elements will be an Initial Study and Negative Declaration (IS-ND). Preparation of the IS-ND will involve the following tasks.

- Administrative Draft IS-ND – Rincon will prepare an internal review (Administrative Draft) IS-ND. Rincon will use the City's preferred format. The Administrative Draft IS will address all items on the environmental checklist. Whenever possible, impacts will be quantified. Where they are readily available, existing technical studies, including the Housing Element and associated background reports, will be used. We assume that the analysis will be programmatic in nature and that the impacts of specific housing projects that may be facilitated by the Housing Element will be addressed as part of future site-specific environmental reviews. No special technical studies are proposed to be conducted at this time. As appropriate, the analysis will point to existing General Plan and Specific Plan policies and other standard procedures that address potential environmental impacts. If necessary, programmatic mitigation will be developed to address identified significant impacts. Such mitigation will generally involve establishing standards for future individual developments that may be facilitated by the Housing Element. Rincon will submit an electronic copy of the Administrative Draft IS-ND in PDF and Word format.

- Public Review Draft IS-ND – Rincon will respond to City comments on the Administrative Draft IS-ND and prepare the Public Review Draft IS-ND. If necessary, we will provide a single screen check version of the Public Review Draft IS-ND prior to publication. Rincon will provide up to 15 copies of the Public Review Draft IS-ND and will be responsible for mailing of the IS-ND to the State Clearinghouse, but we assume that the City will be responsible for other required noticing. Rincon will complete the required State Clearinghouse Notice of Completion (NOC) form and prepare a Notice of Intent (NOI) to adopt an ND for the City's use.
- Final IS-ND – Upon receipt of public comments on the Draft IS-ND, Rincon will prepare draft responses to comments for City review (although responding to comments is not technically required for NDs, normal practice is to prepare written responses). Upon receipt of City comments on the draft responses, we will incorporate changes and prepare the final responses to comments. If mitigation measures are identified, the Administrative Final will include a Mitigation Monitoring and Reporting Program (MMRP). We assume that re-printing of the IS-ND as a final document will not be necessary. We assume that the City will be responsible for filing a Notice of Determination (NOD) and paying any applicable filing fees. Rincon will assist in filling out the NOD form.

Rincon's complete scope of services, schedule and budget are included in the Appendix to the proposal.

PROJECT DELIVERABLES

The following products are included within KWAs scope of services for the Housing and Safety Elements, Environmental Justice and related CEQA compliance. All products and presentations will be provided to the City electronically (in Word and as PDF), along with a reproducible hard copy for making additional copies.

Community Outreach Program

- ✓ On-Line Survey of Housing Needs & Sites, and Survey Report
- ✓ Planning Commission workshop materials – flyers, distribution list, handouts
- ✓ City Council study session materials
- ✓ Public hearing materials – public notices, staff reports, presentation materials

Housing and Safety Elements

- ✓ Screen check Draft Housing and Safety Elements for staff review
- ✓ Inclusionary Housing Feasibility Study (draft and final)
- ✓ Revised screen check Draft Housing and Safety Elements for PC/CC
- ✓ Public/HCD Review Draft Housing and Safety Elements
- ✓ Public hearing Draft Housing Element reflecting HCD comments
- ✓ Final approved Housing and Safety Elements (10 copies)

CEQA Compliance

- ✓ Administrative Draft IS-ND
- ✓ Public Review Draft IS-ND (15 copies)
- ✓ Final IS-ND

PROJECT SCHEDULE

The following presents a general project schedule for the Duarte Housing and Safety Elements and associated environmental clearance, subject to refinement based on further discussions with staff. The proposed schedule provides for Element adoption in July 2021, adhering to the October 2021 deadline for submittal of the adopted Element to HCD.

1. Project Kick-off	July 2020
2. Update Existing Sites inventory (per AB 1397, building permits issued, entitled projects)	August
3. Public Outreach ✓ Housing Needs Survey ✓ Planning Commission Workshops (2)	August - October
4. Inclusionary Housing Feasibility Study	October
5. <i>Adoption of final RHNA by SCAG</i>	October
6. Screen Draft Housing & Safety Elements	November
7. Revised Screen Draft Elements City Council Study Session	December- January 2021
8. Public Review Draft Elements HCD 60-day review of Draft Housing Element	February - April
9. CEQA - Administrative Draft IS-ND - Public Review Draft IS-ND - Final IS-ND	February March May
10. Public Hearing Draft Elements Planning Commission/City Council Public Hearings Submittal of Adopted Element to HCD	May - July

PROJECT BUDGET

The budget on the following page is KWA's estimate of the time and costs required to complete the Scope of Services outlined in our proposal for the Duarte 2021-2029 Housing Element, Safety Element, Environmental Justice, Inclusionary Feasibility Study and associated environmental document. Costs are identified by individual staff members by indicating the number of hours for each task of the work program multiplied by hourly billing rates. Subconsultant costs for Rincon and Harris & Associates are summarized in the overall project spreadsheet, with a more detailed breakdown by staff member provided in each firm's budget spreadsheet.

The number of public meetings proposed includes two community workshops before the Planning Commission, a City Council study session, and two public hearings, with additional meetings billed on a time and materials basis.

KWA will be responsible for all data compilation and will limit reliance on staff to provision of available documents, input on progress under the adopted Housing Element, and mapping for the sites inventory. We will, however, expect to coordinate with staff during key aspects of the Housing Element program, such as during preparation of the sites inventory, development of Housing Element strategies, preparation and advertising for the community outreach, and in review of draft documents.

PROJECT BUDGET 2021-2029 CITY OF DUARTE HOUSING ELEMENT

[illegible]

APPENDICES

Rincon Proposal for Safety Element, Environmental Justice & CEQA

Harris & Associates Proposal for Inclusionary Housing Feasibility Study



Rincon Consultants, Inc.

180 N. Ashwood Avenue
Ventura, CA 93003

805 644-4455 OFFICE AND FAX

info@rinconconsultants.com
www.rinconconsultants.com

April 10, 2020

Karen Warner
Karen Warner Associates
882 North Holliston Avenue
Pasadena, CA 91104

**Subject: Proposal to Prepare General Plan Amendments and Housing Element CEQA
Documentation – City of Duarte**

Dear Karen:

This letter is Rincon Consultants, Inc.'s proposal to assist with required General Plan amendments and the California Environmental Quality Act (CEQA) documentation for the amendments and the City's Housing Element update. The General Plan amendments will involve incorporating new safety and environmental justice requirements into the various General Plan elements. We anticipate that the CEQA document will be an Initial Study and Negative Declaration (IS-ND). This proposal includes: (1) our proposed work scope; (2) a schedule for completion of the IS-ND work program; and (3) our cost estimate for completing the proposed work program. Information about Rincon's qualifications can be reviewed at www.rinconconsultants.com. Additional information can be provided on request.

Scope of Work

Rincon's work scope will be as follows.

General Plan Amendments

Rincon will complete the analysis and policy updates per current state requirements. This will involve amendments to the Safety Element as described below and to other elements as appropriate to incorporate environmental justice requirements. Rather than preparing a separate Environmental Justice Element, we propose to incorporate environmental justice concepts and policies into various elements as appropriate. Drafts of all amended elements will be provided for City review and, based on City input, we will prepare final versions of all updated elements for consideration by City decision-makers. Rincon will also participate in two public workshops to gather community input on the General Plan amendments and two public hearings.

Safety

This task will involve updates to the Safety Element in compliance with State law and consistency with other elements in the General Plan. Rincon will use the State's Office of Planning & Research 2017 General Plan Guidelines to update the Safety Element to ensure consistency with the State's latest requirements and guidance, including: SB 379 Vulnerability and Adaptation; SB 1241 Fire Risks; and SB 1030 Safety Element Update Requirements. The Safety Element update will focus on ensuring alignment with and/or integration of other City plans such as the Local Hazard Mitigation Plan Update (in



accordance with AB 2140). As necessary, Safety Element maps will be revised and/or added and provided in GIS format.

Environmental Justice

Rincon will incorporate the environmental justice requirements of SB 1000 into the General Plan. This will involve:

- Review of the current General Plan to identify opportunities for the inclusion of environmental justice policies
- Identification disadvantaged communities in the City and potential hazards to which these communities may be subject
- Development of environmental justice policies that can be included in the Safety and/or other General Plan elements as appropriate

CEQA Review

Preparation of the IS-ND will involve the following tasks.

- **Administrative Draft IS-ND** – Rincon will prepare an internal review (Administrative Draft) IS-ND. Rincon will use the City's preferred format. The Administrative Draft IS will address all items on the environmental checklist. Whenever possible, impacts will be quantified. Where they are readily available, existing technical studies, including the Housing Element and associated background reports, will be used. We assume that the analysis will be programmatic in nature and that the impacts of specific housing projects that may be facilitated by the Housing Element will be addressed as part of future site-specific environmental reviews. No special technical studies are proposed to be conducted at this time. As appropriate, the analysis will point to existing General Plan policies and other standard procedures that address potential environmental impacts. If necessary, programmatic mitigation will be developed to address identified significant impacts. Such mitigation will generally involve establishing standards for future individual developments that may be facilitated by the Housing Element. Rincon will submit an electronic copy of the Administrative Draft IS-ND in PDF and Word format.
- **Public Review Draft IS-ND** – Rincon will respond to City comments on the Administrative Draft IS-ND and prepare the Public Review Draft IS-ND. If necessary, we will provide a single screencheck version of the Public Review Draft IS-ND prior to publication. Rincon will provide up to 15 copies of the Public Review Draft IS-ND and will be responsible for mailing of the IS-ND to the State Clearinghouse, but we assume that the City will be responsible for other required noticing. Rincon will complete the required State Clearinghouse Notice of Completion (NOC) form and prepare a Notice of Intent (NOI) to adopt an ND for the City's use.
- **Final IS-ND** – Upon receipt of public comments on the Draft IS-ND, Rincon will prepare draft responses to comments for City review (although responding to comments is not technically required for NDs, normal practice is to prepare written responses). Upon receipt of City comments on the draft responses, we will incorporate changes and prepare the final responses to comments. If mitigation measures are identified, the Administrative Final will include a Mitigation Monitoring and Reporting Program (MMRP). We assume that re-printing of the IS-ND as a final document will not be necessary. We assume that the City will be responsible for filing a Notice of Determination (NOD) and paying any applicable filing fees. Rincon will assist in filling out the NOD form.



Schedule

The General Plan amendments will be completed in coordination with the Housing Element update. The IS-ND will be completed based on the following schedule:

- Administrative Draft IS-ND to be submitted within four weeks of receipt of the draft Housing Element
- Public Review Draft IS-ND to be submitted within two weeks of receipt of comments on the Administrative Draft IS-ND (if necessary, a screencheck version of the Public Review Draft IS-ND will be submitted prior to publication)
- Public Responses to comments on the Public Review Draft IS-ND and the MMRP (if required) to be submitted within two weeks of receipt of all comments on the Public Review Draft IS-ND

Cost

Our budget for our proposed work program is **\$43,634**. The table below shows a breakdown of costs by task. Our cost estimate assumes attendance at two public workshops and two public hearings and includes 12 hours to respond to public comments on the Public Review Draft IS-ND. We assume that the Housing Element and associated General Plan amendments will not be highly controversial.

City of Duarte

General Plan Amendments and CEQA Review

Cost Estimate

Tasks	Cost	Hours	Rincon Labor Hours				
			Principal \$240/hour	Supervisory Planner \$195/hour	Prof. II \$115/hour	GIS/CADD Specialist \$112/hour	Production \$88/hour
General Plan Amendments							
Safety	\$9,648	64	4	24	24	8	4
Environmental Justice	\$10,108	68	4	24	28	8	4
CEQA Review							
Administrative Draft IS-ND	\$8,310	62	4	10	40	4	4
Public Review Draft IS-ND	\$3,606	26	2	6	12	2	4
Final IS-ND							
<i>Responses to Comments</i>	\$1,950	12	2	4	6		
Project Management (including 2 public hearings)	\$7,912	40	12	24			4
Rincon Labor Total	\$41,534	272	28	92	110	22	20
Other Costs							
Printing							
Public Review Draft IS-ND (15 copies)	\$900						
Miscellaneous Expenses	\$1,200						
Total (Other Costs)	\$2,100						
Total (Rincon Labor + Other Costs)	\$43,634						

Rates shown herein are for budgetary purposes and may vary slightly depending on staff availability, but overall costs will not exceed \$43,634.



This proposal is valid for a period of 60 days and is fully negotiable. We appreciate the opportunity to assist you with this project. Please let us know if you have any questions or need anything else.

Sincerely,
Rincon Consultants, Inc.

Joe Power
Principal/Sr. Vice President



Harris & Associates.

April 2, 2020

Karen Warner, AICP
Karen Warner Associates, Inc.

PROPOSAL: INCLUSIONARY HOUSING FEASIBILITY STUDY

Dear Karen,

We are pleased to present this proposal to Karen Warner and Associates to prepare an Inclusionary Housing Feasibility Study for the City of Duarte ("City") as part of the Housing Element 6th cycle update. Having worked with many cities across California to analyze inclusionary housing, we are well positioned to help guide the City through this endeavor. The benefits of selecting Harris for this project include:

Project Commitment. We have a long history working with the City and understand the concerns surrounding Inclusionary Housing. We have the ability to analyze Inclusionary Housing options and other means to incentivize affordable housing development in a manner that's consistent with City objectives.

Competence, Technical Ability, and Experience. Harris has over 20 years of experience preparing and updating fee studies. Because we are involved in the formation of studies as well as in their implementation, we have a well-informed perspective of implementing successful impact fee programs and will use that expertise to assist the City in making sound, long-term decisions.

Affordable Housing and Financial Experts. We have over a decade of experience in affordable housing ranging from inclusionary housing fee studies to analyzing the development feasibility of affordable housing projects. As financial experts, we are aware of the challenges in developing affordable housing given high construction costs and a lack of public funding sources. We can assist the City in assessing all available options to incentivize the production of affordable housing in the community.

PROJECT UNDERSTANDING

We understand that the City suspended its Inclusionary Housing Ordinance (including in-lieu fee) in 2016 due to the feasibility concerns and that the City Council directed that a study be conducted prior to the next Housing Element to assess the economic feasibility of re-instating their Inclusionary program.

SCOPE OF SERVICES

Scope of Services

Harris has prepared the following scope of work to prepare a comprehensive Inclusionary Housing Feasibility Study.

Task 1 – Research Development Trends in Neighboring Cities and Recent Best Practices

Harris staff will develop a list of communities in the San Gabriel Valley with similar population and demographics to Duarte that also have Inclusionary Housing ordinances and analyze development trends (and forecasted development) in these

communities. These development trends will then be compared to those cities in the San Gabriel Valley (again with similar population and demographics) that do not have an Inclusionary Housing ordinance to identify any differences.

In addition, Harris will research current publications and analyses related to the efficacy of Inclusionary Housing in California (similar markets) to determine best practices.

Task 2 – Identify Affordable Housing Incentives

Harris staff will identify funding sources, zoning, density bonus regulations and other new tools to determine the efficacy of these tools to incentivize affordable housing production as compared with Inclusionary Housing. Harris will coordinate with City staff on a menu of incentives that may include re-instating Inclusionary Housing in the City.

Task 3 – Prepare Inclusionary Housing Feasibility Study

Harris will draft an Inclusionary Housing Feasibility Study that documents the research and analysis from Tasks 2 and 3. One (1) draft and one (1) final version of the Study.

PROJECT SCHEDULE

We estimate that the tasks shown in the Scope of Work will take approximately 12-16 weeks from the date a signed contract is received.

PROJECT EXPERIENCE

Following is a list of recent assignments related to affordable housing. We have included reference names and contact information.

Housing Consulting Services

City of Irvine

Reference: Steve Holtz, Neighborhood Services Director

Contact: (949) [724-6470](tel:724-6470) | sholtz@cityofirvine.org

Provided on-call housing services to the City of Irvine for multiple years. These services included:

- Preparation of an Amended Affordable Housing Strategy and Implementation Plan (a component of the City's Housing Element).
- Created a first of its kind automated and streamlined housing compliance monitoring database for over 80 affordable housing projects within the City. Data points included affordability/income requirements, applicable rents, covenant and developer agreement terms, number of units, income information (residents) and compliance determination for each project.
- Managed and directed a city-wide property and building conditions assessment of every housing unit in the City built after 1980 (as an update to the survey completed for the 2011 Housing Element). Provided results of the assessment that measured various building and property conditions and recommendations for low cost methods to ensure housing stock maintenance in report format.

Housing Financial Consulting Services

Irvine Community Land Trust

Reference: Mark Asturias, Executive Director

Contact: (949) 565-3547 | mark@irvineclt.org

Provided ongoing affordable housing development services to the Irvine Community Land Trust for over multiple years. Services focused on financial analysis of multiple affordable housing initiatives and projects proposed by private and non-profit developers using LIHTCs, housing bond financing and other public funding sources (affordable housing in-lieu fee deposits, HOME funds, project-based vouchers and County housing successor agency funds). Specific services provided include:

- Drafting a Request for Qualifications and presenting at developer's bidders conference for multiple properties to be developed with affordable housing in the City of Irvine.
- Evaluating over a dozen developer proposals for the properties, including technical reviews that evaluated the financial feasibility, construction costs, sources and uses, and other elements of each proposal.
- Presented developer information/options and independent feasibility analysis to ICLT Board.
- Assisting in developer interviews, selection and developer agreement negotiations.

Housing Consulting Services

City of Hawthorne

Reference: Greg Tsujiuchi, Director of Planning & Community Development

Contact: (310) [349-2970](tel:349-2970) | gtsujiuchi@cityofhawthorne.org

Harris staff is assisting the City of Hawthorne with developer negotiations related to density bonus projects, providing development agreement templates and language that adheres to current State guidelines and eases the implementation of the agreements over the long term, developing a housing compliance monitoring database and system, compliance reporting and on the implementation of a project to house homeless veterans.

Development Impact Fee Update

City of Oxnard

Reference: Kathleen Mallory, Planning & Sustainability Manager

Contact: (805) 385-8370 | kathleen.mallory@oxnard.org

Harris is currently preparing an Inclusionary Housing in-lieu fee study for the City.

PROJECT TEAM

Hitta Mosesman, Senior Director, will serve as the Project Director for this assignment. Hitta joined Harris in August 2019 and was previously a Principal at RSG, a community development and financial consulting firm serving cities throughout California. Hitta has over 10 years of experience in providing affordable housing services to cities and non-profit agencies. Hitta is working with the cities of Bellflower and Hawthorne on projects related to homelessness as well as development agreements for affordable housing projects and compliance. She has also worked with the City of Irvine and the Irvine Community Land Trust to provide a variety of consulting services related to housing requirements and initiatives.

Irlanda Martinez, Senior Analyst, will assist Ms. Mosesman on this project. Other Harris staff will be assigned as needed.

PROPOSED FEES

The proposed not to exceed fee for this work is presented on the following page.

	Project Director \$245/hr	Senior Analyst \$145/hr	Total Estimated Hours	Total Estimated Fee
Task 1: Research Development Trends and Recent Best Practices	15	30	45	\$ 8,025
Task 2: Identify Affordable Housing Incentives	15	25	40	\$ 7,300
Task 3: Prepare Inclusionary Housing Feasibility Study	18	20	38	\$ 7,310
Coordination (including calls/meetings)	10	10	20	\$ 3,900
Total	58	85	143	26,535

Harris billing rates are provided below:

2020 Billing Rates	
Principal in Charge	\$ 265
Project Director/Senior Director	\$ 245
Project Manager	\$ 165
Senior Analyst	\$ 145
Analyst	\$ 135

We appreciate the opportunity to work with your firm and with the City of Duarte. Please feel free to contact us if you have any questions.

Sincerely,
Harris & Associates, Inc.



Hitta Mosesman
 Senior Director, Community Economics + Housing Solutions
 (949)291-3729 ■ Hitta.Mosesman@WeAreHarris.com

CITY OF DUARTE REQUEST FOR PROPOSALS



For the following work:

2021-2029 HOUSING ELEMENT
UPDATE TO SAFETY ELEMENT
ENVIRONMENTAL JUSTICE POLICY
DEVELOPMENT
INCLUSIONARY HOUSING ANALYSIS
AND ENVIRONMENTAL REVIEW

Overview

The City of Duarte is requesting proposals for the preparation of the 2021-2029 Housing Element. The City desires proposal from experienced and qualified professionals. As a part of the Housing Element preparation, additional work will be needed that includes: an update to the Safety Element for consistency with State requirements; development of Environmental Justice policies to meet SB 1000; a detailed analysis of Inclusionary Housing and the necessary environmental review for the entire project.

The City has made significant progress in expanding housing production during the current Housing Element cycle. Within the past two years, the City has zoned property for residential to accommodate over 2,200 units and has approved over 850 units.

The City's current Housing Element was certified by the State and has been an effective tool for the City.

In 2018, the City prepared a Housing Strategy that provided a mid-cycle look at the City's housing policies and approach with the goal of sharpening the focus on making housing happen.

Prior to that, in 2016, the City suspended its Inclusionary Housing Ordinance because of a concern that it was creating negative incentive to the production of housing in the community. At the time, the City decided to suspend the Ordinance until the upcoming Housing Element cycle when a fresh look would be taken at the effectiveness of the program. This has been very successful for the production of market rate housing, but there is a desire to intensify the focus on affordable housing in the new cycle.

Scope of Work

1. Prepare the City's 2021-2029 Housing Element in compliance with State Law, including compliance with all new legislation.

* City staff will assist the consultant team in determination of the appropriate sites for the Site Inventory Analysis. The City believes that it can reasonably meet its regional housing needs with sites that have already been designated, but this will need additional study.

2. Prepare an Update to the Safety Element to be consistent with State requirements.

* The City has recently complete a Draft Local Hazard Mitigation Plan that is an update to its existing plan. The information in the plan, that is scheduled for Council action in the next month may help in the necessary Safety Element Update.

3. Address SB 1000 requirements related to Environmental Justice.

4. Prepare a market analysis of the impact of the City's suspended Inclusionary Ordinance and provide policy options based on the results. The study shall include, at minimum:
 - * Analysis of regional residential development trends specific to the Duarte market. This is to understand the economic impacts of cities in a similar market that may have inclusionary housing requirements and/or other development fees that impact the ability to build housing. The goal being to determine if an inclusionary requirement will negatively impact market rate housing production.
 - * Consider the economic merits of a variety of affordable housing incentives and determine the most effective solutions for Duarte. One of these options would be inclusionary fees, but also other options such as density bonus and other options. The goal being addressing the affordable housing issue from a perspective that will not discourage market rate housing.
 - * Prepare a detailed study based on all information collected that proposes a solution for the suspended Inclusionary Ordinance.
5. Prepare the required environmental analysis that shall include an Initial Study and most likely a Negative Declaration.
6. Conduct community outreach that shall include: community survey, a minimum of two public outreach meetings and other outreach methods as proposed.
7. Communicate with HCD as necessary throughout the process to gain necessary input and work with HCD Staff during the process to ensure strong communication.
8. Prepare required public notice material prior to public hearings and circulate all necessary environmental notices and documents to the appropriate agencies.
9. Prepare Staff Reports and other related material for the Planning Commission and City Council.
10. Attend up to two public hearings and provide a full presentation on the project to the hearing body.
11. Submit all final documents to HCD and coordinate final review through the certification process.
12. Provide a digital final copy of all documents and ten bound copies of the Final Certified Housing Element.

Contents of Proposal

Cover Letter. A detailed cover letter including the Firm's name and address with contact information for the primary person proposed to work on the project. Please provide an overview of the Firm's experience, ability and desire to complete the project.

Experience. Describe your company's resources, experience, capabilities and approach in addressing the scope of services for the project. Also, include this information for any sub-consultants that you propose to utilize for the project. It would be helpful to also include a description of the Firm's approach to the proposed project, including any references and recommendations resulting from other contracts that you have worked on.

Scope and Timeline. Provide a detailed explanation of the approach, timeline and estimated cost for each portion of the proposed scope of work. The project explanation should provide an explanation of each portion of the scope, explain what will be done and who will be responsible. For the timeline, please begin the timeline in July of 2020. We understand that if the project starts a bit later that the schedule will be moved accordingly.

Cost. Please provide a detailed description of the proposed cost, by staff person and billing rate. Please identify any additional costs, such as reimbursable costs or sub-consultants. Please provide a grand total cost for the entire project.

Consultant Selection Process

Proposals should be submitted to via email to chensley@accessduarte.com , no later than 5:00 p.m. on May 5, 2020.

All proposals will be evaluated and a decision should be made on or before May 12, 2020.

Selection will be made by the following criteria:

Completeness of Proposal (25%)
Relevant Experience (25%)
Quality of Work Program (Fit with Client) (20%)
Strength of Team (including sub-consultants) (20%)
Project Cost (10%)

Contact Information

For any questions regarding this proposal, please contact:

Craig Hensley, AICP
Community Development Director
1600 Huntington Drive
Duarte, CA 91010
626.357.7931 x232
chensley@accessduarte.com

Attached and Linked Information:

2014-2021 Housing Element

Link: <https://www.accessduarte.com/civicax/filebank/blobdload.aspx?BlobID=22795>

2018 Housing Strategy

Link: <https://www.accessduarte.com/civicax/filebank/blobdload.aspx?blobid=26505>

Standard Professional Services Agreement (this addresses City's insurance requirements etc.)

Recent zoning efforts with significant housing opportunities –

Town Center Specific Plan

Link: <https://www.duartetowncenter.com>

Duarte Station Specific Plan

Link: <https://www.duartestationplan.com>



Agenda Item: 9.J

CM Review: JD

Fiscal Review: _____

AGENDA REPORT

MEETING DATE: May 26, 2020

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

SUBJECT: Award of Contract to Prepare Acquisition and Substantial Rehabilitation Program

RECOMMENDATION: Staff recommends that the City Council Authorize the City Manager to Sign a Professional Services Agreement Awarding a contract to Harris & Associates, in the amount of \$68,000 for the preparation of an Acquisition and Substantial Rehabilitation Program

FISCAL IMPACT: There will be an impact to the Housing Authority Fund for the \$68,000 contract amount. The City has received an SB 2 Grant that will fully cover the cost of the contract

BACKGROUND

At its November 26, 2019 meeting, City Council approved submittal of an SB 2 Grant application to develop an Acquisition and Substantial Rehabilitation Program that will assist in the City's focus on producing affordable housing. Harris & Associates assisted the City in preparing the application for submittal to the State Department of Housing and Community Development (HCD). The City recently received notice from HCD that the grant request was approved.

Because of its experience on the project so far, Staff asked Harris & Associates to submit a proposal for services. The proposal is attached. The proposed cost of services is \$68,000.

DISCUSSION/ANALYSIS

Duarte has been very active in accelerating housing production in a variety of ways, including: adoption of the Town Center and Duarte Station Specific Plans and rezoning of property for the Third Street and Oliva Townhomes. Finding additional opportunities for affordable housing units is a difficult task. The proposed plan will focus on encouraging projects that will bring significant physical upgrades to existing residential projects and creating new affordable housing. This method was typical in the Redevelopment era and is a benefit because it not only can increase the affordable housing stock but also repair deteriorating residential projects.

The proposed Acquisition and Substantial Rehabilitation Program will include the following:

1. Draft Financial Feasibility Analysis - the City (with the help of an economic consultant) will conduct a financial and economic feasibility analysis related to acquiring and substantially rehabilitating existing housing projects for at least two (2) prototype affordable housing projects. This analysis will mirror that in which a developer would prepare to evaluate a project.
2. Developer Outreach - City staff and consultants will conduct outreach with the development community to provide education on the City's existing processes, obtain information on market conditions, and research recent and local affordable housing projects that have been approved for details on deal points.
3. Final Financial Feasibility Analysis – the information obtained during the outreach will be incorporated into a final financial feasibility analysis report.
4. Program Development – the report referenced above will be utilized to prepare a report on the Acquisition and Substantial Rehabilitation Program. The report will include program goals and objectives and requirements (including affordability guidelines), feasible developer incentives, the process for developers to apply for the program (including the application), the evaluation criteria, a list of developer resources and frequently asked questions to provide efficiencies.
5. Upgrade Website Platform - the City's Housing website will be upgraded to include a description of the Program.
6. Program Marketing - City staff will market the program to the development community to raise awareness about the opportunities in Duarte for housing developers.

RECOMMENDATION

Staff recommends that the City Council Authorize the City Manager to Sign a Professional Services Agreement Awarding a contract to Harris & Associates, in the amount of \$68,000 for the preparation of an Acquisition and Substantial Rehabilitation Program.

FISCAL IMPACT

There will be an impact to the Housing Authority Fund for the \$68,000 contract amount. The City has received an SB 2 Grant that will fully cover the cost of the contract.

ATTACHMENTS

Attachment A: Professional Services Agreement

Attachment B: Harris & Associates Proposal

CITY OF DUARTE
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and effective as of [Date] ("Effective Date"), by and between the CITY OF DUARTE, ("City") and Harris & Associates, Inc., a California corporation ("Consultant"). City and Consultant may sometimes herein be referred to individually as a "party" and collectively as the "parties." In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until **June 30, 2021** or until the tasks listed in the Scope of Work are completed, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the parties.

2. SERVICES AND PERFORMANCE

- A. In compliance with all terms and conditions of this Agreement, the Consultant shall provide **prepare an Acquisition and Substantial Rehabilitation Program**, which services may be referred to herein as the "services" or "work" hereunder. The Scope of Service may also include additional tasks described in Consultant's letter attached hereto as Exhibit "A." In the event of any inconsistency between the terms of Consultant's letter and this Agreement, the terms of this Agreement shall govern.
- B. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder.
- C. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without the prior written approval of City, which may be given or withheld at City's sole and absolute discretion, Consultant shall not (i) contract with any other entity to perform in whole or in part the services required hereunder, or (ii) transfer, assign, convey, or encumber (voluntarily or by operation of law) this Agreement.
- D. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

- E. Consultant shall provide all services rendered hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included, and this Agreement shall be read and enforced as though they were included.

3. MANAGEMENT

The City's Community Development Director shall represent City in all matters pursuant to the administration of this Agreement, review and approval of the services performed by Consultant, and the City Manager shall have the authority, subject to the limitations set forth in Section 4, to enlarge the Scope of Services or increase the compensation due to Consultant. Consultant's official representative in the administration of this Agreement shall be James Ross, who shall have the authority to make all decisions for Consultant and bind Consultant to the terms of this Agreement.

4. COMPENSATION

- A. City agrees to pay Consultant an amount not to exceed **\$68,000**, based on the scope of services and hourly rates set forth in Consultant's letter attached hereto as Exhibit A.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given.
- C. Consultant shall be paid on a monthly basis and shall submit monthly invoices/reports to City, within ten (10) days following the end of each month, showing actual services performed. Consultant shall be paid on the next regular council warrant after all required paperwork is submitted. If the City disputes whether Consultant has earned its fee or any portion, City shall give written notice to Consultant within thirty (30) days of receipt of Consultant's monthly report stating the basis for such dispute.

5. SUSPENSION OR TERMINATION OF AGREEMENT

- A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all work under this

Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this subparagraph (a), Consultant shall submit a final report to the City pursuant to Section 4, and City shall be entitled to receive a return of the fee paid to Consultant, or portion thereof, if the reason for the termination is failure by Consultant to have timely performed the services set forth in Exhibit "A." In City's sole and absolute discretion, prior to effecting a suspension or termination pursuant to this subparagraph (a), the City may first serve upon the Consultant a written notice of the default specifying the default and the amount of time that Consultant shall have to cure, correct, or remedy the default. In the event that the Consultant fails to cure the default within the specified period of time, the City shall have the right to immediately terminate this Agreement pursuant to subparagraph (a). Notwithstanding any other provision of this Agreement to the contrary, City's termination of this Agreement pursuant to this subparagraph (a) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.

- B. Consultant may terminate this Agreement only due to a material breach by City, and only upon not less than thirty (30) days' prior written notice to the City which notice shall specify the material default. Upon receipt of such notice, City may, but shall not be obligated to, effect to remedy of such default.

6. RECORDS AND OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to produce an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of six (6) years after receipt of final payment
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. Consultant shall provide such items to City promptly upon completion of the Agreement. Any use of such documents for other projects by the City shall be without

liability to Consultant.

- C. Any information gained by Consultant in the performance of this Agreement shall be considered confidential and such information and the reports, records, documents and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly or to any other client of Consultant without the prior written approval of the City Manager.

7. INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the City from and against all damages and liability caused by the negligent actions or willful misconduct of the Consultant or its employees, agents, or representatives. Consultant 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 employees, agents, or representatives acting in an official capacity.

8. INSURANCE

Without limiting Consultant's indemnification obligations as set forth in this Agreement, the Consultant 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 Consultant or Consultant's employees use personal autos in connection with the performance of work under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.
- C. Worker's Compensation providing statutory benefits as required by California law.
- D. Professional Liability or Errors and Omissions Insurance designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate.
- E. All of the insurance policies required hereunder, except the worker's compensation insurance, shall comply with the following requirements:
 - (1) All insurance shall be written by insurers that are admitted and licensed to do business in the State of California and with A.M. Bests rating of B++ or better and a minimum financial size VII.

- (2) The policies shall be endorsed to name the City and its officers, officials, employees, agents, and volunteers as additional insureds.
 - (3) All of Consultant's insurance: (i) shall contain no special limitations on the scope of protection afforded to the additional insureds; (ii) shall be primary insurance and any insurance or self-insurance maintained by the additional insureds or any of them shall be in excess of the Consultant's insurance and shall not contribute with it; (iii) shall be "occurrence" rather than "claims made" insurance; (iv) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (v) shall prohibit Consultant from waiving the right of subrogation prior to a loss except for professional liability; and (vi) shall not contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.
 - (4) The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change.
- F. Consultant shall renew the required coverage annually as long as City or its employees or agents face an exposure from the Consultant's operations pursuant to this Agreement. Termination of this obligation shall survive the termination or expiration of this Agreement and shall not be effective until City executes a written statement to that effect.
 - G. No work or services under this Agreement shall commence until the Consultant 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, the Consultant shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Paragraph 8.
 - H. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
 - I. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant 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.

9. INDEPENDENT CONSULTANT

- A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, officials, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

10. NO UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

11. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to the Agreement during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

12. COVENANT AGAINST DISCRIMINATION

Consultant 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.

13. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer, official, employee, agent, representative, or volunteer of the City shall be personally liable to the Consultant, 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 Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

14. 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
 Craig Hensley, AICP
 Community Development Department
 1600 Huntington Drive
 Duarte, California 91010

If to Consultant: Harris & Associates
 Attn: Hitta Mosesman
 22 Executive Park. Suite 200
 Irvine, CA 92714

15. GOVERNING LAW; ATTORNEY'S FEES; LITIGATION MATTERS

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 Consultant 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 Consultant shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

16. RIGHTS AND REMEDIES ARE CUMULATIVE; AND WAIVER

- A. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- B. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

17. SEVERABILITY

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

18. INTERPRETATION; 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.

19. EXECUTION OF CONTRACT

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.

20. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date set next to the signature of the City Manager below, which date shall be inserted into the preamble of this Agreement.

[end –signature page follows]

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

CITY OF DUARTE

CONSULTANT

Harris & Associates

By _____
Daniel Jordan, City Manager

By _____

Its: _____

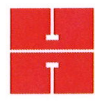
Date: _____

Date: _____

EXHIBIT "A"

CONSULTANT'S LETTER

[SEE FOLLOWING PAGES]



Harris & Associates.

April 14, 2020

Craig Hensley, Community Development Manager
City of Duarte
1600 Huntington Drive
Duarte, CA 91010

PROPOSAL: ACQUISITION AND SUBSTANTIAL REHABILITATION PROGRAM

Dear Mr. Hensley,

We are pleased to present this proposal to the City of Duarte ("City") to provide consulting services to establish an Acquisition and Rehabilitation Program. Hitta Mosesman, Senior Director, will serve as the Project Director for the work. Hitta was previously a Principal at RSG, Inc. and has over a decade of experience in providing affordable housing consulting services including development underwriting, developer negotiations/agreements, identifying funding sources, compliance monitoring, annual reporting and advising on legal requirements.

SCOPE OF SERVICES

Harris has prepared the following scope of work for the services outlined below.

Task 1 – Initial Financial and Economic Feasibility Analysis

Harris staff will coordinate with City staff to identify one (1) additional apartment project site (in addition to the Duarte Park Apartments) that will be analyzed as part of the financial and economic feasibility analysis for the Acquisition and Rehabilitation Program. Harris staff will then conduct a draft financial and economic feasibility analysis related to acquiring and substantially rehabilitating the Duarte Park Apartments and the additional site identified (a total of 2 sites will be analyzed). Harris will work with City staff to develop and confirm assumptions, including the number of units, levels of affordability, construction quality and zoning requirements.

Based on the prototypes, the financial feasibility analysis would mirror the analysis a developer would conduct when looking at property for a potential project. More specifically, a proforma will be prepared that includes development costs as well as funding sources/income. Potential and available federal, State and local funding sources will be researched and incorporated into the proforma to show the revenues available to fund the prototype projects. This analysis will identify any "gap" between costs and available funding sources/income streams.

Task 2 – Outreach to the Development Community

Harris will work with City staff to identify several local and other affordable housing developers. Harris will reach out to these identified developers (via interviews and meetings) to provide education on the City's existing streamlining and approvals process, obtain information on market conditions, research recent and local affordable housing projects that have been approved for details on deal points (including funding sources used).

This information will be noted in a memo memorializing market conditions and desired development incentives, which will be used to prepare and report on the Acquisition and Substantial Rehabilitation Program.

Task 3 – Finalize Financial and Economic Feasibility Analysis

The information obtained from Task 2 will be used to update and/or refine the financial and economic feasibility analysis. Harris will prepare a report that presents all feasible development incentives.

Task 4 – Program Development

The analysis from Task 3 will be utilized to develop the Acquisition and Substantial Rehabilitation Program package that outlines program goals and objectives and requirements (including affordability guidelines), feasible developer incentives, the process for developers to apply for the program (including the application), the evaluation criteria, a list of developer resources and frequently asked questions to provide efficiencies. Upon approval of City Council, a request for proposals ("RFP") will also be developed that contains all Program Elements.

Task 5 – Assist with Upgrading Website Platform

Harris can assist IT staff or consultants with upgrading the City's Housing website to include a description of the Program, links to the RFP and application and resource links for residents in affordable units.

Task 6 – Program Marketing

Harris will work with City staff to market the program to the development community. Marketing activities will include formulating a list of for profit and non-profit developers, email blasts with Program information, attending conferences, meetings and events like the South California Association of Non Profit Housing Developers annual conference in October, coordinate with the local Building Industry Association, preparing printed materials, etc. The purpose of this is to raise awareness in the development community about the opportunities for housing developers in Duarte.

Task 7 – Project Management

Harris will assist the City with project management tasks related to administration of the program, as needed and as requested by City staff.

PROJECT EXPERIENCE

The following are recent projects to highlight our experience in providing the affordable housing services.

Housing Financial Consulting Services (2012-2019)

Irvine Community Land Trust

Reference: Mark Asturias, Executive Director

Contact: (949) 565-3547 | info@irvineclt.org

Provided ongoing affordable housing development services to the Irvine Community Land Trust for over multiple years. Services focused on financial analysis of multiple affordable housing initiatives and projects proposed by private and non-profit developers using LIHTCs, housing bond financing and other public funding sources (affordable housing in-lieu fee deposits, HOME funds, project-based vouchers and County housing successor agency funds). Specific services provided include:

- Drafting a Request for Qualifications and presenting at developer's bidders conference for multiple properties to be developed with affordable housing in the City of Irvine.
- Evaluating over a dozen developer proposals for the properties, including technical reviews that evaluated the financial feasibility, construction costs, sources and uses, and other elements of each proposal.
- Presented developer information/options and independent feasibility analysis to ICLT Board.
- Assisting in developer interviews, selection and developer agreement negotiations.

Housing Consulting Services (2016-2019)

City of Irvine

Reference: Steve Holtz, Neighborhood Services Director

Contact: (949) [724-6470](tel:724-6470) | sholtz@cityofirvine.org

Provided on-call housing services to the City of Irvine for multiple years. These services included:

- Preparation of an Amended Affordable Housing Strategy and Implementation Plan (a component of the City's Housing Element).
- Created a first of its kind automated and streamlined housing compliance monitoring database for over 80 affordable housing projects within the City. Data points included affordability/income requirements, applicable rents, covenant and developer agreement terms, number of units, income information (residents) and compliance determination for each project.
- Managed and directed a city-wide property and building conditions assessment of every housing unit in the City built after 1980 (as an update to the survey completed for the 2011 Housing Element). Provided results of the assessment that measured various building and property conditions and recommendations for low cost methods to ensure housing stock maintenance in report format.

Housing Consulting Services (2019-Present)

City of Hawthorne

Reference: Greg Tsujiuchi, Director of Planning & Community Development

Contact: (310) [349-2970](tel:349-2970) | gtsujiuchi@cityofhawthorne.org

Harris staff is assisting the City of Hawthorne with developer negotiations related to density bonus projects, providing development agreement templates and language that adheres to current State guidelines and eases the implementation of the agreements over the long term, developing a housing compliance monitoring database and system, compliance reporting and on the implementation of a project to house homeless veterans.

PROJECT TEAM

Hitta Mosesman, Senior Director, will serve as the Project Director for this assignment. Hitta joined Harris in August 2019 and was previously a Principal at RSG, a community development and financial consulting firm serving cities throughout California. Hitta has over 10 years of experience in providing affordable housing services to cities and non-profit agencies. Hitta has worked with the City of Irvine and the Irvine Community Land Trust to provide a variety of consulting services related to housing requirements and initiatives.

Irlanda Martinez, Senior Analyst, and Julia Guy and Jordan Perez, Analysts, will assist Ms. Mosesman on this project.

PROPOSED FEES

Harris will provide services on a time-and-materials basis based on an initial not-to-exceed budget \$68,000, including meetings and coordination. It is important to note that the City's recently awarded SB 2 grant would be used to cover the proposed fees.

The proposed fee is based on the following billing hourly rates.

2020 Billing Rates	
Senior Director/Director	\$260
Project Manager	\$165
Senior Analyst	\$145
Analyst	\$135

These fees may be adjusted annually beginning January 1st, 2021 not to exceed 4% per year. Out of pocket fees paid on behalf of the City for filing of required reports or to obtain data from the County or other sources will be invoiced at actual cost. Miscellaneous costs including mileage, phone calls, postage, etc. are included in the hourly rates.

We appreciate the opportunity to work with the City of Duarte. Please feel free to contact us if you have any questions.

Sincerely,

Harris & Associates, Inc.



Hitta Mosesman

Senior Director, Community Economics + Housing Solutions
(949)291-3729 ■ Hitta.Mosesman@WeAreHarris.com



Agenda Item: 9.K.

CM Review: [Signature]

Fiscal Review: _____

AGENDA REPORT

MEETING DATE: May 26, 2020

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

SUBJECT: 2019 Housing Element Annual Progress Report

RECOMMENDATION: Staff recommends the City Council approve the annual housing report for filing with California Department of Housing and Community Development

FISCAL IMPACT: No Impact

BACKGROUND

Government Code Section 65400 requires that cities provide the State Department of Housing and Community Development (HCD) an annual report of progress on Housing Element implementation. The 2014-2021 Housing Element was adopted in February 2014. The attached annual report outlines the City's progress towards its regional housing needs by income category and progress towards implementation of Housing Element programs. HCD requires that the City Council approve submittal of the annual report. Typically, this report is due on April 1 each year, but with workload changes created by response to the recent virus, that deadline was extended.

In 2019, the City made substantial progress on its housing goals: a total of 634 residential units were approved (634 at Duarte Station and one on Rim Road) and 186 building permits were issued for new residential units.

RECOMMENDATION

Staff recommends the City Council approve the annual housing report for filing with California Department of Housing and Community Development

FISCAL IMPACT

No Impact.

ATTACHMENTS

Attachment A: 2019 Housing Element Report

Jurisdiction	Duarte	
Reporting Year	2019	(Jan. 1 - Dec. 31)

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		186
Total Units		186

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Housing Applications Summary	
Total Housing Applications Submitted:	3
Number of Proposed Units in All Applications Received:	635
Total Housing Units Approved:	635
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

City of Duarte

2019 Annual Progress Report

Table A

Jurisdiction	Duarte
Reporting Year	2019 (Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A																				
Housing Development Applications Submitted																				
Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes		
1					2	3	4	5							6	7	8	9	10	
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4.5+ ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project (Auto-calculated Can Be Overwritten)	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes*	
Summary Row: Start Data Entry Below								0	0	0	0	0	0	0	635	635	635	0	0	
	8527-015-020	2352 Rim Road		SPDR 19-12	SFD	R	4/22/2019								1	1	1	0	No	
	8528-011-026	1700 Business Center Dr.		SPDR 19-37	5+	R	11/12/2019								344	344	344	0	No	
	8528-011-027	1750 Business Center Dr.		SPDR 19-38	5+	R	11/12/2019								290	290	290	0	No	

City of Duarte

2019 Annual Progress Report

Table A2

Jurisdiction	Duarte
Reporting Year	2019 (Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "*" indicates an optional field
Cells in grey contain auto-calculation formulas.

Table A2																										
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																										
Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement									Affordability by Household Incomes - Building Permits										
1					2	3	4								5	6	7								8	9
Prior APN	Current APN	Street Address	Project Name	Local Jurisdiction Tracking ID	Unit Category (SFA, SFD 2 to 4.5+ ADU, MH)	R=Re-renter On/Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units Issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits		
Summary Row: Start Data Entry Below																										
8530-013-103	1202-1208 Oliva Ct			2018-612	2 to 4	O								535	535							186	5/16/2019	186		
8530-013-103	1201-1221 Oliva Ct			2018-610	4+	O									0							3	5/13/2019	3		
8530-013-103	1216-1224 Oliva Ct			2018-613	2 to 4	O									0							3	6/13/2019	3		
8530-013-103	1232-1240 Oliva Ct			2018-614	2 to 4	O									0							3	10/28/2019	3		
8530-013-103	1226-1233 Oliva Ct			2018-611	4+	O									0							7	10/28/2019	7		
8530-013-103	1248-1256 Oliva Ct			2018-615	2 to 4	O									0							3	10/28/2019	3		
8530-004-120	1411-1413 Huntington Dr			2018-269	4+	R									0							161	8/4/2019	161		
8530-029-001	1608 Third St			2017-267	SFD	O									0									0		
8530-029-002	1616 Third St			2017-268	SFD	O									0									0		
8530-029-003	1620 Third St			2017-269	SFD	O									0									0		
8530-029-004	1630 Third St			2017-270	SFD	O									0									0		
8530-029-005	1642 Third St			2017-271	SFD	O									0									0		
8530-029-006	1648 Third St			2017-272	SFD	O									0									0		
8530-029-007	1652 Third St			2017-273	SFD	O									0									0		
8530-029-008	1658 Third St			2017-274	SFD	O									0									0		
8530-029-009	1664 Third St			2017-275	SFD	O									0									0		
8530-029-010	1668 Third St			2017-276	SFD	O									0									0		
8530-029-011	1672 Third St			2017-277	SFD	O									0									0		
8530-029-012	1676 Third St			2017-278	SFD	O									0									0		
8530-029-013	1682 Third St			2017-279	SFD	O									0									0		
8530-029-014	1688 Third St			2017-280	SFD	O									0									0		
8530-029-015	1704 Third St			2017-281	SFD	O									0									0		
8530-029-017	1708 Third St			2017-282	SFD	O									0									0		
8530-029-018	1812 Third St			2017-283	SFD	O									0									0		
8530-029-019	1824 Third St			2017-284	SFD	O									0									0		
8527-015-020	2362 Elm Road			SPDR 19-12	SFD	R							1	4/22/2019	1									0		
8528-011-026	1700 Business Center Dr			SPDR 19-37	4+	R							344	11/12/2019	344									0		
8528-011-027	1750 Business Center Dr			SPDR 19-38	4+	R							290	11/12/2019	290									0		
8531-021-029	2018 Mountain Ave			2019-056	SFD	O									0						0	2/5/2019		0		

City of Duarte
2019 Annual Progress Report
Table A2

[illegible]

City of Duarte

2019 Annual Progress Report

Table B

Jurisdiction	Duarte
Reporting Year	2019 (Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2									3	4
Income Level		RHNA Allocation by Income Level	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	87			42							42	45
	Non-Deed Restricted												
Low	Deed Restricted	53			1							7	46
	Non-Deed Restricted						6						
Moderate	Deed Restricted	55										3	52
Above Moderate	Non-Deed Restricted					2	1						
Total RHNA		142					1	18	186			205	
Total Units		337			43	2	2	24	186			257	143

Note: units serving extremely low-income households are included in the very low-income permitted units totals
Cells in grey contain auto-calculation formulas

City of Duarte
2019 Annual Progress Report
Table D

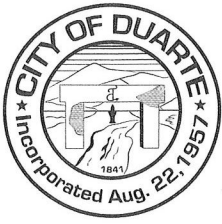
ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Duarte		
Reporting Year	2019	(Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Housing Code Enforcement & Abatement	Monitor housing conditions and respond to complaints. Provide referrals to County rehabilitation programs.	2014-2021	17 MFR properties (over 50 years old) were surveyed and categorized by condition. Began identifying prime sites for potential acquisition and/or rehabilitation. One property was identified as dilapidated and was subject to enforcement action - the property is now in receivership and working towards compliance. The City maintains a Code Enforcement Division and a program to regular survey and abate, if necessary, housing units. Code Enforcement and Planning Divisions refer residents to the LA County Community Development Commission's Home Improvement Programs.
LA County Single-Family Rehabilitation Loan Program	Provide information and referral to LACo.'s Housing Rehab Program and promote in conjunction with Code Enforcement efforts	2014-2021	Duarte continues as a participating city in the County's CDBG program, and provides information to homeowners about low interest rehab loans available throughout the County.
Preservation of Assisted Rental Housing	Maintain contact with owners of at-risk properties, and provide technical, regulatory and financial assistance as necessary to preserve units.	Contact property owners within 1 year of potential expiration	The City worked with California Housing Partnership to update it's at-risk inventory and identified one project - Duarte Park Apts. - at high risk of conversion. The project's Section 8 HAP contract expires in 2022, and the City will initiate contact with the property owner to discuss preservation options at least one year prior. Staff is working on a strategy to retain this as an assisted project and plans on contacting the project's owners before 2021.
Affordable Housing Density Bonus	Promote the use of density bonus through the City's website and in discussions with development applicants.	2014-2021	A 161-unit mixed-use project, entitled in 2017, is under construction in 2019-20 and will be completed in Summer 2021. While not technically a density bonus, the Town Center Specific Plan allowed significantly higher densities than the high density designation in the general plan. The Duarte Station Specific Plan (revised) was adopted in 2019 and allows significantly higher densities than high density in the general plan. In the DSSP area, 634 units in two buildings (344 and 290) were entitled in 2019.
Efficient Project Review	Offer concurrent processing of residential projects, pre-application reviews, and CEQA exemptions for infill projects as appropriate	2014-2021	Oliva, a joint partnership between a private developer and the City, was submitted in April 2018 and entitled in November 18. The 25-unit SFA project was entitled very quickly and was submitted for an expedited plan check process in late December 2018. This project is tracking to have permits issued in the next several months.
Fair Housing Program	Refer fair housing complaints to the Housing Rights Center	2014-2021	The City continues to distribute fair housing brochures and refers interested persons to the Housing Rights Center for assistance.
Senior Housing Opportunities	Actively pursue senior housing opportunities; research shared housing programs and other housing alternatives to assist Duarte's seniors.	2014-2021	The City has begun investigating requirements and restrictions for an existing senior apartment project in the City that has generated complaints related to available parking and younger tenancy. Additional analysis and discussions with the City Attorney and Code Enforcement will occur in 2019 to determine to what extent enforcement is necessary, if at all. The City also assisted in the development of a 42-unit VLI Andres Duarte Terrace II MFR project in 2015.
Housing Opportunities for Persons Living with Disabilities	Support housing types that address the needs of the disabled community. Offer information and referral to available housing resources.	2014-2021	The City coordinates with the San Gabriel Valley/Pomona Regional Center to provide services to persons with developmental disabilities. Duarte supports the provision of housing for disabled populations through zoning opportunities for transitional housing, reasonable accommodation procedures, and programs to facilitate affordable housing.
Homeless Services Strategy	Support implementation of SGVCOG regional Homeless Services Strategy	2014-2021	In 2017, Duarte and its neighboring city Irwindale received a joint planning grant to develop a long-term strategy to address homeless issues. In 2018, the City: conducted public workshops and gained community input; adopted (6/26/2018) the Plan to Prevent and Combat Homelessness; begun to implement the recently adopted City of Duarte/Irwindale Plan; hired a full-time Homeless Outreach Coordinator to conduct regular and documented outreach, with an emphasis on getting clients into the Coordinated Entry System the gateway to Permanent Supportive Housing; and created an Interdepartmental Committee on Homelessness.
Affordable Housing Development Assistance	Provide regulatory incentives and available financial assistance. Create and disseminate an Affordable Housing brochure. Amend the Code to provide incentives for ELI units	Completed brochure and Code Amendment in 2014	The City sold three lots on Huntington Drive to a developer for development of a major mixed-use project which contains 161 apartment units. Revenue from the property sale will be deposited into the Housing Authority Fund and be used to support affordable housing in the City.

**City of Duarte
2019 Annual Progress Report
Table D**

Inclusionary Housing Ordinance	Implement inclusionary requirements to produce affordable units. Establish implementing regulations for the Inclusionary Housing Trust Fund.	Established Housing Trust Fund regulations in 2015.	The City has concerns that its inclusionary housing set-aside/in-lieu fee requirements may be inhibiting residential development given Duarte's soft real estate market, particularly as it relates to adjacent cities. A survey of four adjacent cities revealed that none had adopted inclusionary requirements, but instead utilize density bonus to spur the production of affordable housing. In response to these factors, the City Council adopted in June 2016, a temporary suspension of Duarte's inclusionary housing regulations for five years. During this time, the City will monitor housing developments and trends in Duarte and surrounding areas and assess whether the program is helping or hindering affordable housing production.
Homeowner Assistance	Develop brochure identifying available homebuyer programs. Apply to State in conjunction with future City assisted workforce housing.	Developed brochures in 2014. Apply to State as workforce projects as proposed.	Through the State and County programs, Duarte's first-time homebuyers have access to various affordable homebuyer programs. The City offers information and referral to the State and County programs through its brochure and handouts.
Section 8 Rental Assistance	Continue to participation and coordination with LACo. Housing Authority; encourage landlords to register units; and advertise the program to residents.	2014-2021	The City continues to encourage eligible persons to participate in the LACo. Housing Authority Section 8 rental assistance program. Handouts and contact information is provided regularly to requestors.
Sustainable Development & Green Programs	Implement sustainable development in new housing construction; promote green programs amongst residents and businesses	2014-2021	The City remains committed and effective in promoting and incorporating sustainable practices and programs. In 2016, the City adopted the most recent edition of the California Green Building Standards Code. The City of Hope Specific Plan provides opportunities for additional housing, while reducing its parking requirements by using demand-based parking calculations. Furthermore, the plan incentivizes transit and non-vehicular modes of transportation through transit credit and due to its less than 1/4 mile proximity to the Gold Line LRT.
Duarte Station Specific Plan	Facilitate residential and mixed-use development in the Transit Station TOD, including incentivized for the inclusion of affordable units.	2014-2021	In 2018, the property owner of one of the three parcels involved in the Duarte Station Specific Plan (DSSP) entered into escrow for the sale of the property. The developer requested a modification to the DSSP and EIR to allow a larger number of residential mixed-use units, even though entitlement work began in 2019. Furthermore, the City has discussed the acquisition and development of the adjacent Gold Line parking lot owned by LA Metro for an affordable housing project. In 2019, 634 units in two buildings were entitled (344 and 290).
Accessory Dwelling Units (ADU), aka Second Dwelling Units	Disseminate educational materials on ADU's. Seek to achieve 8 units during the planning period.	2014-2021	Three (3) ADUs were permitted in 2019, Six (6) in 2018 and three (3) in 2017. Although no ADU's were advertised for rent, a rent survey was conducted for one-bedroom units that provide a complete independent living facility. The median rental price for these units was \$1420, within the level of affordability for a 2-person, low income household. The City continues to evaluate legislative changes for ADU's.
Duarte Housing Strategy	Create a mid-RHNA cycle housing strategy for the five-year period (2018-2022) comprised of a housing needs summary, resources (financial, land, zoning/regulation), and a five-year housing strategy (guiding principles & housing activities).	2018-2022	Adopted by the City Council on November 27, 2018.



City of Duarte

1600 Huntington Drive | Duarte, CA 91010 | Bus. 626.357.7931 | Fax 626.358.0018 | www.accessduarte.com

May 26, 2020

The Honorable Mitch McConnell
Majority Leader
U.S. Senate
Washington, D.C. 20515

The Honorable Charles Schumer
Minority Leader
U.S. Senate
Washington, D.C. 20515

The Honorable Nancy Pelosi
Speaker of the House
U.S. House of Representatives
Washington, D.C. 20515

The Honorable Kevin McCarthy
Minority Leader
U.S. House of Representatives
Washington, D.C. 20515

Mayor
Samuel Kang

Mayor Pro Tem
Bryan Urias

Councilmembers
John Fasana
Margaret Finlay
Toney Lewis
Tzeitel Paras-Caracci
Liz Reilly

City Manager
Daniel Jordan

Dear Majority Leader McConnell, Speaker Pelosi, Minority Leader Schumer, and
Minority Leader McCarthy:

On behalf of the City of Duarte, I am writing to express strong support for the HEROES Act (H.R. 6800), a critical response toward stabilizing our economy and protecting communities nationwide.

In these unprecedented times, local governments have been at the forefront in helping prevent the spread of COVID-19 virus and saving lives while maintaining essential services. As a result, local budgets are stretched thin as we continue to see increased need in addressing food insecurity, rental assistance, and enhanced public safety, in addition to the regularly expected services such as repairing roads and waste management. Without federal assistance to local governments, our ability as a nation to recover economically will suffer dramatically.

The economic impact of coronavirus on our residents has also been unparalleled. As a middle-class community with numerous small and home-based business, Duarte's median annual household income of \$73,400 is just enough to cover the cost of living in California. With so many of our residents having lost their jobs, they are turning in unprecedented numbers to our local nonprofits for assistance, placing greater strain on a sector also feeling the impacts of the loss of funds. It is a compounding issue that the Heroes Act can help to alleviate. The middle class is the backbone of America, and Duarte is one of many cities faltering in our ability to keep America prospering.

Duarte is grateful to the leadership in the House of Representatives for working to ensure communities of all sizes across this nation receive funding for COVID-19 recovery and response. We are urging Senate leadership to take action that safeguards the future of our cities and their residents. Please feel free to contact me with any questions you may have at (626) 357-7931.

Sincerely,

Mayor Samuel Kang
City of Duarte

Duarte and Duarte Dispatch

Affiliated with SGV Newspaper Group
605 E. Huntington Dr., Suite 100
Monrovia, CA 91016
626-962-8811 ext. 40891

5007700

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:

05/09/2020

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

Executed at Monrovia, LA Co. California
On this 11th day of May, 2020.



Signature

(Space below for use of County Clerk Only)

//.

Legal No. **0011383134**

NOTICE OF PUBLIC HEARING TO BE HELD BY THE DUARTE CITY COUNCIL

NOTICE IS HEREBY GIVEN that, pursuant to State law, the City Council of the City of Duarte will conduct a public hearing on **May 26, 2020, at 7:00 p.m.**, in the Council Chambers, 1600 Huntington Drive, Duarte, California, to consider an ordinance regulating the termination of residential tenancies due to demolition or substantial renovations.

The ordinance seeks to ensure compliance with the Tenant Protection Act of 2019 (Assembly Bill 1482). It will clarify that evictions made pursuant to a genuine demolition or substantial remodel of a rental unit are justified if such evictions are consistent with the Tenant Protection Act of 2019. The ordinance will help prevent further homelessness and displacement in the City of Duarte.

Any interested party may submit comments electronically by emailing duarteinfo@accessduarte.com before or during the meeting, prior to the Public Hearing. If this matter is challenged in Court, there will be a limit to only those issues that were raised at the Public Hearing described in this Notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing. Written correspondence may be sent to Duarte City Hall, City Clerk's Office, 1600 Huntington Drive, Duarte, CA 91010.

Further information may be obtained from Craig Hensley, Director of Community Development, at (626) 357-7931.

Marla Akana
City Clerk

PUBLISH:
POSTED:
AD#11383134

Duarte, Saturday, May 9, 2020
Duarte City Hall, Duarte Public Safety Office

Agenda Memo City Manager's Office

To: Members of the Duarte City Council
From: Daniel Jordan, City Manager and David Cosgrove, City Attorney
Date: May 26, 2020
Re: ORDINANCE RE EVICTIONS RESULTING FROM DEMOLITION OR
SUBSTANTIAL REMODELING

RECOMMENDATION: Consider an ordinance enacting protections for residential tenants in Duarte facing evictions related to demolition or substantial remodeling by the landlord, in light of the Tenant Protection Act of 2019 (Assembly Bill 1482).

BACKGROUND: On October 8, 2019, Governor Newsom approved Assembly Bill 1482 (AB 1482), which enacted several just-cause eviction provisions in the Civil Code. AB 1482 was enacted to help curb the rise of homelessness in California as a result of evictions and the high cost of rent in the state. Although the bill enacted Civil Code section 1946.2, which provides several protections for renters, it also allows for the eviction of a tenant if the landlord intends "to demolish or to substantially remodel the residential real property."

DISCUSSION: Although Civil Code section 1946.2 allows for the eviction of tenants pursuant to a demolition or substantial remodel, it does not include any proof of the landlord's actual intent to demolish or remodel. This ordinance seeks to provide further protection for tenants from improper evictions by requiring landlords to give notice to tenants of a planned demolition or substantial remodel. The notices must include current copies of the required government-approved permit(s) for such demolition or substantial remodel. The notices must also include information regarding the scope of the substantial remodeling work, why the work cannot be reasonably accomplished in a safe manner with the tenant in place, and why the work requires the tenant to vacate the premises for at least 30 days. Such notice requirements shall protect tenants from frivolous and/or unfounded eviction notices based on false claims of demolition or substantial remodel.

FISCAL IMPACT: There is no anticipated immediate fiscal effect from enactment of the ordinance. One goal of the ordinance is to protect tenants in Duarte suffering from the high cost of housing. The ordinance will also help Duarte curb the rise of homelessness in Los Angeles County.

ATTACHMENTS:

1. Ordinance No. 20-O-05

ORDINANCE NO.**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE,
CALIFORNIA REGULATING THE TERMINATION OF RESIDENTIAL TENANCIES
DUE TO DEMOLITION OR SUBSTANTIAL REMODEL**

WHEREAS, on October 8, 2019, the California legislature passed the Tenant Protection Act of 2019, Assembly Bill 1482 (the “Act”), which adds Sections 1946.2, 1947.12, and 1947.13 to the California Civil Code; and

WHEREAS, effective January 1, 2020, the Act, subject to certain exceptions: (1) limits rent increases over the course of any 12-month period to 5% plus the “percentage change in the cost of living” (as defined), or 10%, whichever is lower (the “Rent Control Provisions”); and (2) prohibits an “owner” (as defined) of “residential real property” (as defined) from terminating a tenancy without “just cause” (as defined) (the “Eviction Control Provisions”); and

WHEREAS, the Act provides that a local ordinance adopted after September 1, 2019, requiring just cause for termination of a residential tenancy shall supersede California Civil Code Section 1946.2 only if the ordinance is “more protective” than Section 1946.2; and

WHEREAS, like many cities in Los Angeles County, the City of Duarte is experiencing a humanitarian crisis of homelessness that would be exacerbated by the displacement of renters; and

WHEREAS, the Act’s Eviction Control Provisions provide that landlords may evict tenants if the landlord demolishes or substantially remodels a rental unit; and

WHEREAS, the City seeks to prevent landlords who may evict tenants for purposes not otherwise consistent with the Act, under the guise of a demolition or substantial remodel of rental unit; and

WHEREAS, helping assure that evictions justified by substantial renovations of a unit are genuine will assist protecting renters from evictions inconsistent with the Act, and will help prevent further homelessness and displacement.

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

SECTION 1. Recitals.

The above recitals are true and correct and are incorporated herein.

SECTION 2. Environmental Review.

The City Council finds and determines that the adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA) under State CEQA Guidelines Section 15060(c)(2), in that the adoption of this Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment, and is further and independently exempt

from the California Environmental Quality Act under State CEQA Guidelines Section 15061(b)(3), in that it can be seen with certainty there is no possibility the adoption of this Ordinance will have a significant effect on the environment.

SECTION 3. Duarte Municipal Code amended.

Chapter 9.71 is added to the Duarte Municipal Code to read as follows:

Chapter 9.71

Permit Required for No-Fault Just Cause Demolition and/or Substantial Remodeling Evictions

9.71.010 Permit disclosure required for remodeling and/or demolition.

(a) Purpose.

This Ordinance protects tenants from pretextual evictions in which landlords invoke substantial renovation or demolition of a unit as “just cause” under Civil Code §§ 1946.2, 1947.12, and 1947.13 as adopted by Assembly Bill 1482 (the Tenant Protection Act of 2019, the “Act”), and as may be subsequently amended, by requiring an evicting landlord show a government-approved demolition and/or remodeling permit to the tenant prior to initiating an eviction for demolition or substantial remodel of a residential real property.

9.71.020 Definitions.

- (a)** “Just Cause” shall have the same meaning as in Civil Code § 1946.2, as may be amended.
- (b)** “Owner” shall have the same meaning as in Civil Code § 1946.2, as may be amended.
- (c)** “Residential real property” shall have the same meaning as in Civil Code § 1946.2, as may be amended.
- (d)** “Tenancy” shall have the same meaning as in Civil Code § 1946.2, as may be amended.

9.71.030 Tenancies Subject to Permit Disclosure Requirement.

This permit disclosure requirement applies only if a tenant has met the criteria of Civil Code § 1946.2(a), as may be hereafter amended, which presently requires the tenant to have continuously and lawfully occupied a residential real property for at least 12 months, and if any additional adult tenants are added to a lease before an existing tenant has continuously and lawfully

occupied the residential real property for 24 months, then this temporary prohibition shall only apply if either of the following are satisfied:

1. All of the tenants have continuously and lawfully occupied the residential real property for 12 months or more; or
2. One or more tenants have continuously and lawfully occupied the residential real property for 24 months or more.

9.71.040 Government-issued permit required for no-fault just cause eviction based on intent to demolish or substantially remodel a residential real property.

“No-fault just cause” shall be as defined in Civil Code § 1946.2(b)(2), as may be amended, which presently includes an intent to demolish or to “substantially remodel” a residential real property.

For purposes of this Ordinance, “substantially remodel” means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial modification.

9.71.050 Notice & Opportunity to Cure Lease Violation.

Before an owner of residential real property issues a notice to terminate a tenancy for a no-fault just cause eviction based on demolition or a substantial remodel of a residential unit, the owner shall have obtained all necessary permits for the substantial remodel and/or demolition from all applicable government agencies. All termination notices for no-fault just cause eviction described in this Chapter shall include a copy of all issued permits, which permits must then be in effect, and not be expired or revoked. To the extent not otherwise reflected on the face of the permit or permits, the owner shall include information regarding each of (i) the scope of the substantial remodeling work, (ii) why it cannot be reasonably accomplished in a safe manner with the tenant in place, and (iii) why it requires the tenant to vacate for at least 30 days.

9.71.060 Exclusions.

The provisions of this Chapter shall not apply to the following types of residential real properties or residential circumstances:

1. Transient and tourist hotel occupancy as defined in subdivision (b) of Section 1940 of the Civil Code.
2. Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the State Department of Social Services.
3. Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.
4. Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.
5. Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit.
6. A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.
7. Housing that has been issued a certificate of occupancy within the previous 15 years.
8. Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:
 - a. The owner is not any of the following:
 - (i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.
 - (ii) A corporation.
 - (iii) A limited liability company in which at least one member is a corporation.
 - b. (i) The tenants have been provided written notice that the residential property is exempt from this section using the following statement:

“This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause

requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.”

The notice required under clause (i) may, but is not required to, be provided in the rental agreement.

(ii) Addition of a provision containing the notice required under clause (i) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph e of paragraph 1 of subdivision D above.

9. Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.

SECTION 4. Application.

This ordinance shall only apply to tenancies: (1) where the tenant remains in possession; and (2) the period of notice required for notices of termination under California Civil Code section 1946.2 has not expired as of the effective date of this Ordinance.

SECTION 5. Enforcement & Penalties.

An owner’s failure to comply with this Ordinance shall render any notice of termination of tenancy issued void. A landlord’s failure to comply with this Ordinance does not constitute a criminal offense, but shall serve as an affirmative defense in any action to regain possession of the premises. All penalties that are set forth in State Law and the Duarte Municipal Code (including, without limitation, Chapters 1.12 and 1.14) shall apply to violations of the provisions of this Ordinance.

SECTION 6. Effective Date.

This Ordinance shall be in full force and effect immediately upon the second reading and adoption by a majority vote of the City Council.

SECTION 7. Severability.

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

SECTION 8. Posting of Ordinance.

The Mayor shall sign this Ordinance and the City Clerk shall attest and certify to its passage and adoption. The City Clerk shall cause this Ordinance to be published or posted as required by law.

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2020.

Mayor Samuel Kang

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

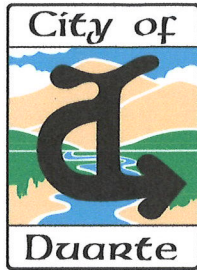
I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Ordinance No. _____ was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the _____ day of _____, 2020, by the following Roll Call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California



Agenda Item: 12.A.

CM Review: ✓

Fiscal Review: _____

AGENDA REPORT

MEETING DATE: May 26, 2020

TO: Mayor and Members of the City Council

FROM: Brian Villalobos; Director of Public Safety

SUBJECT: Annual County of Los Angeles Probation Department Agreement for Prevention and Intervention Program

RECOMMENDATION: City Council approves the annual County of Los Angeles Probation Department Agreement for Prevention and Intervention Program

FISCAL IMPACT: The County of Los Angeles Probation Department Agreement for Prevention and Intervention Program will be included in the FY 2020-21 General Fund Expense Account 1205-7783 at a cost of \$107,000

BACKGROUND

The City of Duarte has contracted with the Los Angeles County Probation Department for intervention and prevention services since 1994. We currently contract for one Deputy Probation Officer (DPO Ray Abernathy) to provide the Gang Alternative and Prevention Program (GAPP). The agreement specifies that we pay fifty percent (50%) of the salary and employee benefits for one Deputy Probation Officer II (DPO II) and support staff.

The DPO is assigned to work with Duarte Unified School District students grades K-8. In addition to the duties associated with caseload supervision; the assigned DPO conducts crisis counselling, serves on the Student Attendance Review Board (SARB), provides on-site assistance in Duarte schools when student behavior problems arise, educates DUSD staff on identifying, referring, and supervising at-risk youth, and assesses and develops a plan for gang intervention, narcotic education, truancy, and bullying (A-Team).

DISCUSSION/ANALYSIS

The County of Los Angeles Probation Department Agreement to provide a Prevention and Intervention Program (PIP) must be approved annually for renewal. This agreement is by and between the County and the City and the County's relationship to the City in the performance of this Agreement is that of an independent contractor. In the event that the City or the County withdraws its participation in the program described in this Agreement, such withdrawal shall be preceded by thirty (30) days written notice to the other party. This agreement shall be in effect from July, 1, 2020, to June 30, 2021.

RECOMMENDATION

City Council approves the annual County of Los Angeles Probation Department Agreement for Prevention and Intervention Program.

FISCAL IMPACT

The County of Los Angeles Probation Department Agreement for Prevention and Intervention Program will be included in the FY 2020-21 General Fund Expense Account 1205-7783 at a cost of \$107,000.

ATTACHMENTS

Attachment A – County of Los Angeles Probation Department Agreement to Provide a Prevention and Intervention Program

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT



AGREEMENT TO PROVIDE A
PREVENTION AND INTERVENTION PROGRAM
(PIP)

CITY OF DUARTE
GANG ALTERNATIVE AND PREVENTION PROGRAM (GAPP)

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**COUNTY OF LOS ANGELES
AND
CITY OF DUARTE**

THIS AGREEMENT is made and entered into this ____ day of ____, 2020 by and between the City of Duarte, located at 1600 Huntington Drive, Duarte, California 91010, hereinafter referred to as "CITY", and the County of Los Angeles, hereinafter referred to as "COUNTY", both of whom are collectively referred to as the "PARTIES".

WHEREAS, CITY, in a joint venture with the Duarte Unified School District, desires to provide probation prevention/intervention services to assist in reducing incidents of truancy and other serious behavioral problems; and

WHEREAS, COUNTY Probation Department has statutory authority pursuant to Section 1203.14 of the Penal Code and Section 652 of the Welfare and Institutions Code to provide certain expertise and resources in this area; and

WHEREAS, the Chief Probation Officer has been delegated authority by the Los Angeles County Board of Supervisors to negotiate and sign agreements to provide these services; and

WHEREAS, COUNTY desires to participate in a joint effort with the CITY;

NOW, THEREFORE, in consideration of the mutual benefits and subject to the conditions contained herein, the PARTIES mutually agree as follows:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to maintain within the CITY, the services of one (1) Deputy Probation Officer (DPO) and support staff assigned to schools mutually agreed upon by both parties. This DPO will provide specialized probation services for the Duarte Unified School District (Duarte USD). Probation services shall be provided by COUNTY through this Agreement and shall be consistent with the laws of the State of California and the guidelines by which Duarte USD administers its schools.

2. STATEMENT OF WORK

- A. COUNTY shall provide, on behalf of CITY, the services of one (1) DPO and related support staff with caseload supervision of juvenile probationers who are students within five (5) elementary schools and one (1) middle school (K-8) of the Duarte USD, such caseloads to conform to the standards established for the Probation Department's (Probation) Prevention and Intervention Program (PIP). These students will be

mutually agreed upon by the Chief Probation Officer or his/her designee and the Duarte USD. Further, the Duarte USD and CITY will give input towards the evaluation conducted by the DPO.

- B. CITY shall provide office space and telephone services within its boundaries for use by the assigned DPO.
- C. In addition to the duties associated with caseload supervision, the assigned DPO will:
 - Conduct crisis counseling in individual and group settings with referred students;
 - Serve as the representative of Probation on the Duarte Unified School Attendance Review Board (S.A.R.B.);
 - Provide on-site assistance in Duarte schools when student behavior problems arise.
 - Educate and instruct the Principal, Vice-Principal, and Outreach Consultants, on identifying referring and supervising any at-risk youth or any youth under the supervision of probation.
 - Assess and develop a probation case plan to include but not limited to gang intervention, narcotic education, truancy, and bullying.

3. EMPLOYMENT STATUS

The assigned DPO is an employee of COUNTY and is entitled to wages and employee benefits appropriate to what is provided other COUNTY employees who are DPOs. It is additionally understood that no term or condition of this Agreement can conflict with State statute defining the status of the DPO as a Peace Officer.

4. PAYMENT

CITY shall reimburse COUNTY for 50% of the salary and employee benefits for one (1) Deputy Probation Officer II (DPO II) and support staff assigned by COUNTY to perform services according to Paragraph 2, STATEMENT OF WORK above. The billable amount is \$107,000 plus any adjustments to salary, employee benefits and/or overhead rates approved by the Board of Supervisors during the fiscal year.

COUNTY shall provide DPO services commensurate with the 50% cost of services and staff being paid by CITY. CITY agrees that the DPO services

provided may include 50% of all customary employee functions such as attending mandatory training, scheduled and unscheduled time-off (e.g. sick, vacation, etc.), and/or attending to other Probation-related activities that may on occasion require the DPO to be away from the service site. CITY agrees that it is responsible for the entire billable amount of this Agreement.

CITY shall reimburse COUNTY for 100% of the salary for a DPO II, paid at one and one-half time, for all time worked beyond forty (40) hours per week. It is at the discretion of the COUNTY whether the DPO II works in excess of forty (40) hours per week. The current overtime rate is approximately \$69.23 per hour plus any adjustments to salary, employee benefits and/or overhead rates approved by the Board of Supervisors during the fiscal year.

Within thirty (30) days following the receipt of an invoice from the Probation's Business Management Office, CITY shall reimburse COUNTY for the billed amount. These invoices shall be provided to CITY within twenty (20) days following: September 30, 2020, December 30, 2020, March 31, 2021, and June 30, 2021.

5. INDEPENDENT CONTRACTOR

This Agreement is by and between COUNTY and CITY and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association as between COUNTY and CITY. The COUNTY'S relationship to the CITY in the performance of this Agreement is that of an independent contractor. The COUNTY'S personnel performing services under this Agreement shall at all times be under the COUNTY'S exclusive direction and control and shall be employees of the COUNTY and not employees of the CITY. COUNTY shall pay all wages, salaries, worker's compensation, and other amounts due to its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them.

6. INDEMNIFICATION

CITY shall indemnify, defend, and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CITY'S acts and/or omissions arising from and/or relating to this Agreement.

COUNTY shall indemnify, defend, and hold harmless CITY, and its elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses

(including attorney and expert witness fees), arising from or connected with COUNTY'S acts and/or omissions arising from and/or relating to this Agreement.

7. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION

COUNTY'S obligation for its percentage of salary and employee benefits costs is payable only and solely from funds appropriated for the purpose of this Agreement subject to COUNTY'S legislative appropriation for this purpose. In the event the Board of Supervisors does not allocate sufficient funds then the affected services shall be terminated. COUNTY shall notify CITY in writing of such non-allocation at the earliest possible date.

8. BUDGET REDUCTIONS

In the event that COUNTY'S Board of Supervisors adopts in any Fiscal Year a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, COUNTY reserves the right to reduce its services obligation correspondingly for that Fiscal Year and any subsequent Fiscal Year services. COUNTY'S notice to CITY regarding said reduction in obligation shall be provided within thirty (30) days of the Board of Supervisors approval of such actions.

9. TERMINATION AND TERMINATION COSTS

In the event that CITY or COUNTY withdraws its participation in the project described in this Agreement, such withdrawal shall be preceded by thirty (30) days' written notice to the other party. Notwithstanding, CITY or COUNTY may terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in CITY or COUNTY funding for the Agreement activity. In such event, COUNTY shall be compensated for all services rendered and all necessary incurred costs performed in accordance with the terms of this Agreement which have not been previously reimbursed up to the date of said termination. Payment shall be made only upon the filing with CITY, by COUNTY, vouchers evidencing the time expended and said costs incurred. Said vouchers must be filed with CITY within thirty (30) days of said termination.

10. TERMINATION FOR IMPROPER CONSIDERATION

COUNTY may, by written notice to CITY, immediately terminate the right of the CITY to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the COUNTY, either directly or through an intermediary, with the intent of securing the Agreement or securing favorable treatment with respect to the amendment or extension of the Agreement or making of any determinations with respect to the COUNTY'S performance

pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against the CITY as it could pursue in the event of default by the CITY.

CITY shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

11. **TERM**

The Agreement shall commence upon the date of execution by COUNTY or July 1, 2020, whichever is later for a one (1) year period.

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IN WITNESS WHEREOF, the County of Los Angeles and CITY have caused this Contract to be executed on their behalf by their authorized representatives, the day, month and year first above written. The person signing on behalf of CITY warrants that he or she is authorized to bind the CITY and attest under penalty of perjury to the truth and authenticity of representations made and documents submitted and incorporated as part of this Contract.

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

By _____
TERRI L. MCDONALD
CHIEF PROBATION OFFICER

CITY OF DUARTE

By _____

Name (Typed or Printed)

Title

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By  _____
Nancy M. Takade
PRINCIPAL DEPUTY COUNTY COUNSEL



Agenda Item:	12.B.
CM Review:	
Fiscal Review:	_____

AGENDA REPORT

MEETING DATE: May 26, 2020

TO: Mayor and Members of the City Council

FROM: Manuel Enriquez, Director of Parks and Recreation

SUBJECT: Discussion of Potential Cancellation or Postponement of the 2020 Independence Day Celebration and Fireworks Show

RECOMMENDATION: Staff recommends City Council cancel this year's Independence Day Celebration and postpone the fireworks display to a future City event to be held on or before December 31, 2020.

FISCAL IMPACT: Depending on City Council's decision, the fiscal impact could range between \$5,750 to \$23,000. At the time of the 2019-20 budget adoption, \$44,000 was allocated under Special Community Events, 100-1020-7716, for the City's Independence Day Celebration and Fireworks Show.

BACKGROUND

The 2019-20 budget included \$44,000 for an Independence Day Celebration. At the February 11, 2020 City Council Meeting, City Council approved a production agreement with Pyro Spectaculars in the amount of \$23,000 for a pyrotechnic display to be discharged during the City's successive Independence Day Celebration and Fireworks Show scheduled for July 3, 2020.

DISCUSSION/ANALYSIS

While celebrating the birth of our nation is one of America's favorite holidays, concerns regarding the Novel Coronavirus (COVID-19) pandemic continue to grip our nation. Additionally, current safer at home orders prohibit all large events and gatherings throughout the state and locally. Thus, considering last year's celebration attracted thousands of residents and visitors, and also the uncertainty surrounding when such orders will be lifted, staff is seeking City Council direction with regards to the City's 2020 Independence Day Celebration and Fireworks Show up to and including:

1. Cancellation of the 2020 Independence Day Celebration and Fireworks Show entirely. This would result in the City forfeiting its deposit in the amount of \$5,750 as outlined in the executed agreement.

2. Cancellation of the 2020 Independence Day Celebration but rescheduling of the fireworks display to a future City sponsored community event (like Halloween Howl, Holiday Tree Lighting & Fiesta, etc.) to be held on or before December 31, 2020. This would result in the City expensing the full \$23,000 already committed by execution of the agreement, plus any additional cost associated with the event.

RECOMMENDATION

Staff is recommending City Council cancel this year's Independence Day Celebration and postpone the fireworks display to a future City event to be held on or before December 31, 2020.

FISCAL IMPACT

Depending on City Council's decision, the fiscal impact could range between \$5,750 to \$23,000. At the time of the 2019-20 budget adoption, \$44,000 was allocated under Special Community Events, 100-1020-7716, for the City's Independence Day Celebration and Fireworks Show.