AGENDA

REGULAR JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF DUARTE, CITY COUNCIL AS SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY OF CITY OF DUARTE, AND DUARTE HOUSING AUTHORITY

TUESDAY, JULY 10, 2012

6:30 p.m. – Interviews for Economic Development Commission
7:00 p.m. – Regular Session

COUNCIL CHAMBERS, 1600 HUNTINGTON DRIVE, DUARTE, CALIFORNIA 91010

MISSION STATEMENT

With integrity and transparency, the City of Duarte provides exemplary public services in a caring and fiscally responsible manner with a commitment to our community's future

JOHN FASANA, MAYOR & CHAIR HOUSING AUTHORITY/SUCCESSOR AGENCY
LIZ REILLY, MAYOR PRO TEM & VICE CHAIR HOUSING AUTHORITY/SUCCESSOR AGENCY
MARGARET FINLAY, CITY COUNCIL & HOUSING AUTHORITY/SUCCESSOR AGENCY BOARD
TZEITEL PARAS-CARACCI, CITY COUNCIL & HOUSING AUTHORITY/SUCCESSOR AGENCY BOARD
PHIL REYES, CITY COUNCIL & HOUSING AUTHORITY/SUCCESSOR AGENCY BOARD

City/Authority Staff:
Darrell George, City Manager & Successor Agency/Housing Authority Executive Director
Kristen Petersen, Assistant City Manager & Successor Agency/Housing Authority Assistant Executive Director and Director of Administrative Services
Craig Hensley, Community Development Director
Cesar Monsalve, Director of Parks and Recreation
Brian Villalobos, Director of Public Safety Services
Dan Slater, City Attorney & Successor Agency/Housing Authority General Counsel
Marla Akana, City Clerk

ADDRESSING THE CITY COUNCIL AND HOUSING AUTHORITY:

If you wish to address the City Council, Housing Authority, or Successor Agency on any item on the Agenda, you should fill out a Speaker Card indicating which item or items on the Agenda you wish to speak about, and hand the card to the City Clerk. You will be called to the Podium when that item is heard by the City Council/Housing Authority/Successor Agency. If you wish to address the City Council, Housing Authority, or Successor Agency on any item that is not on the Agenda, but that is within the subject matter jurisdiction of the City/Housing Authority/Successor Agency, you may do so under the "Oral Communications" portion of the Agenda. At the podium, before starting your remarks, please state your name and city of residence for the record.

ADA ACCESSIBILITY NOTICE:

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, you should contact the City Manager's office at (626) 357-7931. Notification no later than 1:00 p.m. on the day preceding the meeting will enable the City to make reasonable arrangements to assist your accessibility to this meeting.

Note: Any documents distributed by the City/Authority to a majority of the City Council/Housing Authority/Successor Agency Board less than 72 hours prior to the City Council/Housing Authority/Successor Agency meeting will be made available for public inspection at City Hall, 1600 Huntington Drive, Duarte, CA 91010, during normal business hours, except such documents that relate to closed session items or which are otherwise exempt from disclosure under applicable law.

THE FOLLOWING ITEMS WILL BE HEARD AT 6:30 P.M.

1. CALL TO ORDER OF CITY COUNCIL, CITY COUNCIL AS SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY, AND HOUSING AUTHORITY, AND NOTATION OF ANY ABSENCES
2. ADOPTION OF THE AGENDA
3. INTERVIEWS – Economic Development Commission, Business Representative

THE FOLLOWING ITEMS WILL BE HEARD NOT EARLIER THAN 7:00 P.M.

4. PLEDGE TO THE FLAG
5. MOMENT OF REFLECTION
6. FITNESS/MENTAL WARM-UP
7. SPECIAL ITEM
   Recognition – Incoming and outgoing Mayor's Youth Council members
8. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS
   Any person who wishes to make a brief announcement of a future community event that is open to the general public may do so at this time.
9. ORAL COMMUNICATIONS—ITEMS NOT ON THE AGENDA (30 MINUTES)
   Any person wishing to speak on any issue that is not on the Agenda, but that is within the subject matter jurisdiction of the City or Authority, may do so at this time. The opportunity to speak is on a first come, first serve basis. Each person may speak once for no more than 3 minutes and there is a maximum of 30 minutes for all Oral Communications at this time. Under the Brown Act, members of the City Council/Housing Authority/Successor Agency, and staff can respond only with a brief reply to issues raised in Oral Communications, and no action on such matters may take place at this meeting.
10. ITEMS TO BE ADDED TO THE CONSENT CALENDAR
11. CONSENT CALENDAR – Page 1
    All matters listed on the Consent Calendar are to be approved with one motion unless a member of the City Council/Housing Authority/Successor Agency removes an item for separate action. Any consent calendar item for which separate action is requested shall be heard as the next Agenda item. The respective entity's consent items are shown in parentheses at the end of each item as "CC" for City Council, "HA" for Housing Authority, and "SA" for Successor Agency.
    A. City Council/Housing Authority – Approval of Minutes – June 26, 2012 (CC/HA/SA)
    B. City Council/Housing Authority – Approval of Warrants – July 10, 2012 (CC/HA/SA)
    C. City Council/Housing Authority – Motion to introduce and/or adopt all resolutions and ordinances presented for consideration by title only and waive further reading (CC/HA/SA)
    D. Review of declaration of local emergency declared on December 5, 2011, due to wind storm, and determination of need to continue declaration of local emergency, pursuant to Government Code Section 8630(c) (CC)
    E. 12-O-03 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE AMENDING CHAPTERS 6.20 AND 9.20 OF THE DUARTE MUNICIPAL CODE PERTAINING TO THE REGULATING AND PROHIBITING OF SMOKING (Second Reading) (CC)
    F. 12-O-04 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE AMENDING PORTIONS OF CHAPTER 5.40 OF THE DUARTE MUNICIPAL CODE PERTAINING TO MOTION PICTURES, TELEVISION, AND RADIO BROADCASTTING (Second Reading) (CC)
    G. Recommendation to approve Professional Services Agreement with Arroyo Strategy Group for grant writing and administration services (CC)
    H. Notice of absence by Shauna Pierce from Planning Commission Meeting of 6/18/12
    I. City Council/City Manager Conference Attendance (CC)

12. ITEMS REMOVED FROM CONSENT CALENDAR

13. PUBLIC HEARINGS – Page 30
    A. 1) 12-O-05 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE AMENDING CHAPTER 11.13 OF THE DUARTE MUNICIPAL CODE PERTAINING TO RESTRICTED ALL-NIGHT STREET PARKING (First Reading)

       2) 12-R-22 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE APPROVING A SCHEDULE OF FEES FOR OVERNIGHT PARKING

    B. 12-R-23 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2012-2013 WITHIN THE LANDSCAPE AND LIGHTING DISTRICT PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972

14. CITY COUNCIL BUSINESS ITEMS – Page 71
    A. Presentation by National Demographics Corporation regarding telephone survey results on potential revenue measure
    B. Appointment of Economic Development Commissioner (Business Representative)

15. CONTINUATION OF ORAL COMMUNICATIONS
    *Any person who did **not** speak during the initial 30 minute Oral Communications period earlier in the meeting, who wishes to speak on any issue that is not on the Agenda but that is within the subject matter jurisdiction of the City Council/Housing Authority/Successor Agency, may do so at this time. Each person may speak once for no more than 3 minutes. Under the Brown Act, members of the City Council/Housing Authority/Successor Agency, and staff can respond only with a brief reply to issues raised in Oral Communications, and no action on such matters may take place at this meeting.*

16. ITEMS FROM CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY MEMBERS AND CITY MANAGER/EXECUTIVE DIRECTOR (AB 1234 reports on trips, conference attendance, and meetings)

17. ADJOURNMENT – To Adjourned Regular Joint Meeting of July 31, 2012, in memory of Lillie "Lee" Jefferson

MEMORANDUM

TO: City Council

FROM: City Manager

DATE: July 5, 2012

SUBJECT: Comments on Agenda Items, Meeting of July 10, 2012

An interview for the Economic Development commission Business Representative will be held at 6:30 p.m.

ITEM 7. The City Council will recognize the incoming and outgoing members of the Mayor's Youth Council. Sixteen youth were appointed for a term ending on June 30, 2013. They are Abryanna Howard, Chrystiana Howard, Nathaniel Jole, Sonia Puri, Anna Pasillas, Katrina La Madrid, Lorelei Near, Olivia Lewis, Yanely Serrano, Hazel Gonzalez, Erik Pacheco, Angelica Valdez, Yvette Estephan, Joana Martinez, Tiffany Felix, and Natasha Martinez. The 21 outgoing members have also been invited to the meeting for recognition.

ITEM 11.D (Consent). The City Council needs to continue its declaration of a local emergency due to the wind storm in late 2011. Staff cleanup efforts are still being undertaken.

ITEM 11.G (Consent). This item recommends approval of a professional services agreement with Arroyo Strategy Group to provide grant writing services for the City. Arroyo Strategy Group is a grant writing consultant that provides writing, research, and administration services designed to make their clients' grant proposals stand out from the competition and achieve winning results. Their skill set emphasizes creating detailed, informative, and compelling grant applications. Their current clientele includes approximately one dozen Southern California communities.

ITEM 13.A. This is the first reading of an Ordinance to consider approving a revision to the annual overnight parking and temporary overnight parking fees. One of the items included in the 2012-13 budget adopted by the City Council at its June 12, 2012, meeting was an increase of annual and temporary parking fees. The budget accounted for an increase in the annual overnight parking fee to $100, and an increase in the temporary parking fee to $10 for a 10-day permit. Resolution 12-R-22 approves the fees.

ITEM 13.B. This is a Resolution ordering the levy and collection of assessments for fiscal year 2012-13 within the Landscape and Lighting District. Each year, the City Council is required to hold a Public Hearing to establish property assessments to pay for the Landscape and Lighting Assessment District. At its June 12 meeting, the City Council adopted Resolution No. 12-16 that declared the City Council's intention to levy and collect assessments for fiscal year 2012-13, approved the Engineer's Report indicating the amounts of the proposed assessment, district boundaries, assessment zones, descriptions of improvements, and method of assessment, and set July 10 for the Public Hearing. This year, the assessments are proposed to increase by CPI (2%) in Special Zones 4, 7, 8, 14, 15, 16, and 17 as allowed for in their formation or by previous approval.

ITEM 14.A. A presentation will be given by a representative of National Demographics Corporation (NDC) on the results gathered from a Citywide survey on potential revenue measures (sales tax supplement, utility users tax, and parcel tax). As part of the 2012-13 fiscal year budget workshop, the City Council discussed the possible consideration of a revenue measure as a way to help balance the budget and begin to look at ways to restore the many programs and services cut over the past several years.

NDC initiated its survey efforts by first holding a focus group meeting in May 2012. This three-hour forum provided the opportunity to gather a more in-depth opinion on specific issues not necessarily gathered in a survey. After the focus group input and the preparation of the survey, between June 14-19 NDC conducted the survey of 375 registered voters by phone. Bilingual callers were also used to interview Spanish-speaking voters. According to NDC, the expected 8-minute survey averaged about 14 minutes long.

The complete results of the 52-question survey are contained within the attachment to this report, and will be presented by NDC at the City Council meeting. Of the three possible revenue options, the sales tax supplemental measure was supported the most, particularly at a level of 0.5% (62%). When telling opponents that residents AND visitors would pay the tax, support (for 0.5%) went up to 65%. By way of comparison, the most supported utility tax response was 33% at a level of 3%, and was brought up to 52% when opponents were told that the tax would restore all recent budget cuts. Finally, the parcel tax option generated a favorable response of 34% at $75, and 50% when dropped to $50. When opponents were told the tax would be dedicated to public safety, support (for $50) went up to 62%.

The recommendation is that the City Council direct staff to return with resolutions necessary to place a 0.5% sales tax measure on the November 6, 2012, ballot.

ITEM 14.B. The City Council will make an appointment of a Business Representative to the Economic Development Commission, for a term ending December 31, 2013.

Respectfully submitted,

Darrell J. George
City Manager

MINUTES

JOINT CITY COUNCIL/CITY COUNCIL AS SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY/HOUSING AUTHORITY OF THE CITY OF DUARTE REGULAR MEETING – JUNE 26, 2012

CALL TO ORDER	The City Council/City Council as Successor Agency to Dissolved Redevelopment Agency/Housing Authority of the City of Duarte met in a regular meeting in the Council Chambers, 1600 Huntington Drive, Duarte, California. Mayor Fasana called the meeting to order at 6:35 p.m.
RECORDATION OF ATTENDANCE	The following were in attendance: PRESENT: Finlay, Paras-Caracci (arrived prior to Closed Session), Reilly, Reyes (arrived during Closed Session), Fasana ABSENT: None ADMINISTRATIVE STAFF PRESENT: City Manager George, City Attorney Slater
ADOPTION OF AGENDA	Finlay moved, Reilly seconded to adopt the Agenda, and carried unanimously.
CLOSED SESSION Existing Litigation	Slater announced the Closed Session is pursuant to Government Code Section 54956.9(a); Conference with Legal Counsel, Existing Litigation; *KUA Industry, Inc., a California corporation; U.S. Kuil, Inc., a California corporation, Petitioners and Plaintiffs v. City of Duarte, a California municipality; City Council of the City of Duarte, specifically "John Fasana, Margaret Finlay, Tzeitel Paras-Caracci, Lois Gaston, and Phil Reyes;" City of Duarte Redevelopment Agency, an agency of a California municipality; and Does 1 – 500; inclusive, Respondents and Defendants;* Los Angeles County Superior Court, Case No. BS123299, and enforcement of nuisance abatement judgment against successor-in-interest AMG Duarte LLC, a California limited liability company, for recovery of attorney fees and costs. The Closed Session concluded at 7:01 p.m. City Council reconvened at 7:05 p.m., with all members present.
PLEDGE TO THE FLAG	Bill Lawrence led the Pledge of Allegiance to the Flag.
MOMENT OF REFLECTION	A moment of reflection was observed.
FITNESS/MENTAL WARM-UP	Reilly and Finlay provided the warm-up.
PUBLIC REPORT OF CLOSED SESSION	Slater stated during the Closed Session, City Council received an update on the status of the matter, and received answers to questions, with no reportable action taken.
SPECIAL ITEMS Recognition – Agnes Trail 90th birthday	Cesar Monsalve introduced Agnes Trail and provided information about her history. Mayor Fasana presented her with a cake and Certificate in recognition of her 90th birthday.

Recognition – Jr. Olympics Track Program participants	Cesar Monsalve described the Jr. Olympics Track Program and competition events, and introduced Coaches Nick Jackson and Mario Ortega. Mayor Fasana presented Certificates to all the participants, and congratulations were extended.
Presentation – SGV Economic Partnership – SGV Outlook	Cynthia Kurtz, San Gabriel Valley Economic Partnership, presented an overview of the economic outlook for the San Gabriel Valley, including census, businesses, employment trends, and 2012 economic outlook.
Public Safety update	Brian Villalobos provided the monthly public safety update, including information on hunting laws and arrest trends.
ANNOUNCEMENTS	Joanna Gee, Duarte Library, announced upcoming workshops and programs for the months of June and July. Karen Herrera announced upcoming community events in the months of June, July, and August.
ORAL COMMUNICATIONS	The following spoke on items not on the Agenda. Diane Acevedo – Public sector career, Five Guys.
CONSENT CALENDAR (City Council/Housing Authority)	Finlay moved, Paras-Caracci seconded to approve the Consent Calendar (City Council/Housing Authority), as follows, and carried unanimously. Approve Items A, B, C, D, I, J, K, L, M, N, O. Remove Items E, F, G, H.
ITEMS REMOVED Item E – Council Bill 12-R-17 Healthy California Local Incentive Awards	Item E – 12-R-17 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE DESIGNATING THE GRANTEE'S AGENT FOR ALL MATTERS RELATING TO THE 2012/13 CALIFORNIA DEPARTMENT OF PUBLIC HEALTH NETWORK FOR A HEALTHY CALIFORNIA LOCAL INCENTIVE AWARDS
Item E – Approved RESOLUTION NO. 12-17	George provided a staff report about the program. Reilly moved, Reyes seconded to approve the item and adopt Resolution No. 12-17, and carried unanimously.
Item F – Council Bill 12-R-19 Fund Balance Policy	Item F – 12-R-19 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADOPTING A FUND BALANCE POLICY FOR THE GENERAL FUND
Item F – Approved RESOLUTION NO. 12-19	Petersen provided a staff report about the policy. Reyes moved, Paras-Caracci seconded to approve the item and adopt Resolution No. 12-19, and carried unanimously.
Item G – Re-Entered Agreements	Slater presented a staff report about the three agreements, and answered questions pertaining to loans and a budget trailer bill.
Item G – Approved	Fasana moved, Finlay seconded to approve the item, and authorize a letter for the Mayor's signature opposing the budget trailer bill, stating if it is adopted, the City Council opposes future State revenue measures, and carried unanimously.

Item H – Council Bill 12-H-01 DDA – Southern California Presbyterian Homes	Council Bill 12-H-01 A RESOLUTION OF THE DUARTE HOUSING AUTHORITY APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE DUARTE HOUSING AUTHORITY AND SOUTHERN CALIFORNIA PRESBYTERIAN HOMES (SCPH) Irma Hernandez provided a staff report about the proposed Disposition and Development Agreement. Ben Bechler, SCPH, provided additional information about rent, occupancy restrictions, and fair marketing plan.
Item H – Approved RESOLUTION NO. 12-H-01	Reyes moved, Reilly seconded to approve the item and adopt Resolution No. 12-H-01, and carried unanimously.
CONSENT CALENDAR (City Council as Successor Agency)	Reilly moved, Finlay seconded to approve the Consent Calendar (City Council as Successor Agency), as follows, and carried unanimously. Approve Items A, B, C (Re-entered Agreements)
PUBLIC HEARINGS Council Bill 12-R-18 Exchange CDBG Funds City of Torrance	Mayor Fasana announced this was the time and place set for a Public Hearing to consider the exchange of CDBG funds for general funds from the City of Torrance. 12-R-18 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE AUTHORIZING THE EXCHANGE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR GENERAL FUNDS FROM THE CITY OF TORRANCE FOR FISCAL YEAR 2012-2013 Mayor Fasana asked if notice of the hearing had been given, and if any correspondence was filed in the matter. City Clerk Akana stated notice of the hearing was given, the affidavit is on file, and no correspondence was filed in the matter. Irma Hernandez presented a staff report about the proposed exchange of CDBG funds with the City of Torrance. Mayor Fasana asked if anyone in the audience wished to speak on the matter. There were none. Finlay moved, Reilly seconded to close the Public Hearing, and carried unanimously. There was discussion. Reyes stated he opposed selling the funds as they are targeted for those in economic need.
RESOLUTION NO. 12-18	Finlay moved, Paras-Caracci seconded to adopt Resolution No. 12-18, and carried by the following Roll Call vote: AYES: Paras-Caracci, Finlay, Reilly, Fasana NOES: Reyes ABSENT: None

Council Bill 12-R-21 – Fees Teen Center and Park Gazebos

Mayor Fasana announced this was the time and place set for a Public Hearing to consider adopting a fee schedule for rental of the Teen Center and park gazebos, and read by title Council Bill 12-R-21:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADOPTING A FEE SCHEDULE FOR THE RENTAL OF THE DUARTE TEEN CENTER AND FOR RENTAL OF PARK GAZEBOS AT CITY PARKS

Mayor Fasana asked if notice of the hearing had been given, and if any correspondence was filed in the matter. City Clerk Akana stated notice of the hearing was given, the affidavit is on file, and no correspondence was filed in the matter.

Cesar Monsalve presented a staff report about the proposed fee schedule for rental of the Teen Center and park gazebos, including resident/non-resident rates, damage bond, and procedures for facility rental.

Mayor Fasana asked if anyone in the audience wished to speak on the matter.

Lino Paras stated residents already pay for parks based on a parcel tax, and it is OK to have a small administrative cost.

Don Watson stated this is a good idea, it allows the spot to be reserved, and the fees are nominal.

Finlay moved, Reyes seconded to close the Public Hearing, and carried unanimously.

There was discussion about non-profits, securing areas not for use, posting of signs, liability, and emergency phone number.

RESOLUTION NO. 12-21

Finlay moved, Reilly seconded to adopt Resolution No. 12-21, and carried unanimously.

BUSINESS ITEMS
Appointments – Mayor's Youth Council

Mayor Fasana stated Item 19 (Business Items) would be considered prior to Item 18 (Council Bills).

Reilly moved, Finlay seconded to appoint Abryanna Howard, Chrystiana Howard, Nathaniel Jole, Sonia Puri, Anna Pasillas, Katrina LaMadrid, Lorelei Near, Olivia Lewis, Yanely Serrano, Hazel Gonzalez, Erik Pacheco, Angelica Valdez, Yvette Estephan, Joana Martinez, Tiffany Felix, and Natasha Martinez to the Mayor's Youth Council, for terms ending June 30, 2012, and carried unanimously.

Grant Writing Options

Karen Herrera provided a staff report and overview of proposals received from three firms for grant writing services.

Lino Paras stated he is opposed to spending dollars for grant writing, staff used to do it, and the City can use the internet for information.

There was discussion about time frame, missed opportunities for additional revenue sources, and proposals received.

Reyes moved, Reilly seconded to have Arroyo Strategy Group and California Consulting, LLC, bring back formal proposals and presentations.

There was additional discussion about cost, no appropriation for grant writing in the current budget, $3,500 monthly retainer plus out-of-pocket expenses for California Consulting, training offered by eCivis and need for grants now, and Arroyo Strategy Group's compensation based on the amount of grant awarded.

Edwin Valencia, Arroyo Strategy Group, responded to questions raised about fees not being able to come from the grant.

Finlay moved, Paras-Caracci seconded a substitute motion to bring back an agreement for consideration from Arroyo Strategy Group for grant writing services.

After further discussion, the substitute motion to bring back an agreement for consideration from Arroyo Strategy Group for grant writing services carried by the following Roll Call vote:
AYES: Paras-Caracci, Finlay, Fasana
NOES: Reyes, Reilly

COUNCIL BILLS
Council Bill 12-O-03
Regulating/Prohibiting Smoking
(First Reading)

Slater read by title Council Bill 12-O-03:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE AMENDING CHAPTERS 6.20 AND 9.20 OF THE DUARTE MUNICIPAL CODE PERTAINING TO THE REGULATING AND PROHIBITING OF SMOKING (First Reading)

Brian Villalobos presented a staff report about the proposed Ordinance, and noted a correction to Section 2.A under the definition of "Park," stating the code section referred to should be 6.20.020, rather than 6.20.010.

David Gallivan stated he likes the ordinance, and feels 25 feet is not sufficient, as second-hand smoke carries further than that.

There was discussion about 25 feet being consistent with the mandates of the Health and Safety Code, and consistent with what other cities have adopted.

Reyes moved, Finlay seconded to introduce Council Bill 12-O-03, as corrected, for first reading, and carried unanimously.

Council Bill 12-O-04 – Motion Pictures, Television, and Radio Broadcasting (First Reading)

Slater read by title the following two Council Bills:

12-O-04 AN ORDINANCE OF THE CITY COUNCIL OF THE THE CITY OF DUARTE AMENDING PORTIONS OF CHAPTER 5.40 OF THE DUARTE MUNICIPAL CODE PERTAINING TO MOTION PICTURES, TELEVISION,

AND RADIO BROADCASTING (First Reading)

Council Bill 12-R-20
Filming Rules/Guidelines

12-R-20 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE ADOPTING FILMING RULES AND GUIDELINES

George provided a staff report describing the new model ordinance, film permit, and guidelines, and stated the permit fee is not addressed.

Lino Paras stated he spoke with a producer of commercial films, we are near the boundary of the radius of the focal point, and thinks we should work with cities to lobby with groups who set union fees.

RESOLUTION NO. 12-20

Reilly moved, Paras-Caracci seconded to introduce Council Bill 12-O-04 for first reading, and to adopt Resolution No. 12-20, and carried unanimously.

ORAL COMMUNICATIONS (Continued)

The following spoke on items not on the Agenda.
Lino Paras – Budget, signs, parks, Mike's Food.

ITEMS FROM CITY COUNCIL/ CITY MANAGER

REYES: Announced gourmet food trucks on the first and third Saturdays at the southwest corner of Highland and Huntington, he hopes the non-profits make a lot of money at the fireworks booths, he will not be at the July Council Meetings because he will attend an Executive Leadership Program for local and state officials at Harvard, and asked that the meeting be adourned in memory of Vinnie Alvarez.

PARAS-CARACCI: Congratulated the Santa Anita YMCA on its 125th anniversary, attended volunteer recognition dinner and Chamber installation, congratulated the new Board Chairman, stated there is a blind spot around the corner when leaving the City Hall parking lot by the swimming pool, and wished all a fun and safe 4th of July.

FINLAY: Stated she heard the Chamber event was wonderful and congratulated the new Board Chair Rona Lunde, congratulated Mayor Fasana for receiving an award from Move LA, congratulated Lois Gaston's granddaughter Kori Carter for running in the Olympic trials, inquired about the restoration of the mural on the freeway (George responded), and wished all a happy and safe 4th of July.

REILLY: Thanked staff for the volunteer recognition dinner, encouraged everyone to be a volunteer, stated there are five fireworks booths with funds going to non-profits, attended part-time employee recognition event, stated former Duarte High School student Mohamed Trafeh has qualified for the Olympics, and wished all a nice 4th of July.

FASANA: Stated the senior volunteer dinner was an excellent event, attended the Chamber installation, attended the part-time employees event, stated it is great to hear about Mohamed Trafeh and Kori Carter, and wished all a safe and happy 4th of July.

ADJOURNMENT

Finlay moved, Paras-Caracci seconded to adjourn the meeting at 10:39 p.m., in memory of Patricia Wilkerson and Vinnie Alvarez, and carried unanimously.

_____

Mayor John Fasana

ATTEST:

_____

City Clerk

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE AMENDING CHAPTERS 6.20 AND 9.20 OF THE DUARTE MUNICIPAL CODE PERTAINING TO THE REGULATING AND PROHIBITING OF SMOKING

THE CITY COUNCIL OF THE CITY OF DUARTE DOES ORDAIN AS FOLLOWS:

SECTION 1. CHAPTER 6.20, "SMOKING REGULATED OR PROHIBITED," of the Duarte Municipal Code is amended in part as follows [deletions shown as strike-out and additions as underline]:

A. Section 6.20.020, "Definitions," of Chapter 6.20, is AMENDED to read as follows:

6.20.020 Definitions.

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section unless as otherwise defined under state law:

(a) "Bar" means an area which is devoted to serving of alcoholic beverages and in which the service of food is only incidental to the consumption of such beverages.

(b) "Employee" means any person who is employed by any employer for direct or indirect monetary wages or profit.

(c) "Employer" means any person who employs the services of any individual person.

(d) "Motion picture theater" means any theater engaged in the business of exhibiting motion pictures.

(e) "Place of employment" means any place, and the premises appurtenant thereto, where employment is carried on, except a place over which the health and safety jurisdiction is vested by law in, and actively exercised by, any state or federal agency other than the division.

(f) "Enclosed place of employment" means any place of employment with walls and a ceiling.

(g) "Office work place" means any enclosed area of a structure or portion thereof intended for occupancy by business entities which will provide primarily clerical, professional or business services to other business entities or to the public, at that location. Office work place includes, but is not limited to, office spaces in office buildings, medical office waiting rooms, libraries, museums, hospitals and nursing homes.

(h) "Smoking" means the combustion of any cigar, cigarette, pipe, or any similar article, using any form of tobacco or other combustible substance in any form.

(i) "Public park" means a mini-park, pocket park, neighborhood park, community park, regional park, playground, tot lot, sandbox, recreation center or facility, swimming pool, tennis court, basketball court, reservation or reserve area, preserve area, bikeway, trail, greenbelt, developed or undeveloped parkland, open space land, open space parcel, open space area, or other area or facility or land in the city devoted to active or passive recreation, that the city or other public entity owns, controls, operates, occupies, manages, or maintains, and includes, but is not limtied to, all buildings, structures, facilities, fields, or equipment located therein or thereon.

(j) "Transit station" and "transit stop" means a public transit station or stop the city or other public entity owns, controls, operates, occupies, manages, or maintains, and includes but is not limited to, an enclosed or nonenclosed platform, sidewalk, shelter, bench, or area where people wait for public transportation, such as a train, bus, shuttle, or taxicab, and also includes, but is not limited to, ancillary areas such as a restroom, kiosk area, ticket machine, bicycle parking area, storage locker area, and pedestrian path or walkway.

(k) "Private vehicle" means a vehicle that a person, other than the city, owns, rents, leases, or otherwise lawfully possesses or controls, and is not a public transportation vehicle.

B. Section 6.20.085 is ADDED to the Duarte Municipal Code to read as follows:

6.20.085 Smoking prohibited in public parks and immediately adjacent thereto.

Smoking is prohibited and is unlawful in all public parks located in the city. Smoking is prohibited and is unlawful in public areas, including but not limited to public sidewalks, streets, and alleys, located within 25 feet of the boundary of a public park, except for smoking in a private vehicle that is in motion on a public street or alley, unless smoking in the private vehicle is otherwise prohibited by state law. A vehicle is in motion if it is moving or if it is stopped at stop sign or red light.

C. Section 6.20.086 is ADDED to the Duarte Municipal Code to read as follows:

6.20.086 Smoking prohibited at transit stations and transit stops and immediately adjacent thereto.

Smoking is prohibited and is unlawful in and at all transit stations and transit stops located in the city. Smoking is prohibited and is unlawful in all public areas, including but not limited to public sidewalks, streets, and alleys, located within 25 feet of a transit station or transit stop, except for smoking in a private vehicle that is in motion on a public street or alley, unless smoking in the private vehicle is otherwise prohibited by state law. A vehicle is in motion if it is moving or if it is stopped at stop sign or red light.

D. Section 6.20.087 is ADDED to the Duarte Municipal Code to read as follows:

6.20.087 Disposal of smoking material prohibited except in designated waste disposal container.

No person shall dispose of any cigarette, cigar, tobacco, weed, plant, or other substance or product intended to be inhaled and/or exhaled in any place where smoking is prohibited under this Article except in a designated waste disposal container.

E. Section 6.20.120, "Enforcement," is AMENDED to read as follows:

6.20.120 Enforcement.

~~The ordinance codified in this chapter is enforced by the city of Duarte and will be prosecuted by the city attorney.~~ This chapter shall be enforced in accordance with Chapters 1.04 and 1.08 of this code, except to the extent permitted or restricted by state law.

F. Section 6.20.130, "Violations," is AMENDED to read as follows:

6.20.130 Violations.

~~Violations of the ordinance codified in this chapter are punishable by a fine not less than fifty dollars for first time offenses. Fines for subsequent violations will be set by the court, but shall not be less than fifty dollars.~~ Violations of this chapter shall be punishable in accordance with Chapters 1.04 and 1.08 of this code except to the extent permitted or restricted by state law.

G. Section 6.20.140, "Public nuisance," is ADDED to read as follows:

6.20.140 Violations also a public nuisance.

The city council hereby declares that exposing other persons to secondhand smoke through a violation of this chapter constitutes a public nuisance and may be remedied as such pursuant to this code.

H. Section 6.20.150, "Other applicable laws," is ADDED to read as follows:

6.20.150 Other applicable laws.

Punishment under this chapter does not preclude punishment pursuant to any other law pertaining to smoking or littering. This chapter is in addition to any other prohibition or limitation on smoking under federal, state, or local law. The city council intends this chapter to supplement, and not to duplicate or contradict, other applicable law. This chapter shall not be construed or interpreted to permit smoking when another applicable law prohibits or restricts it. If another applicable law is more restrictive in regulating smoking, that law governs and may be enforced by the city under this code.

SECTION 2. CHAPTER 9.20, "CONDUCT IN PARKS," of the Duarte Municipal Code is amended in part as follows [deletions shown as strike-out and additions as underline]:

A. Section 9.20.010, "Definitions," is AMENDED to read as follows:

9.20.010 Definitions.

For the purposes of this chapter, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural. "Shall" is always mandatory and not merely directory.

CITY. "City" means the city of Duarte.

DIRECTOR. "Director" means a person immediately in charge of any park area and its activities, and to whom all park attendants of such area are responsible.

PARK. "Park" ~~means a park, reservation, playground, recreation center or any other area in the city, owned or used by the city, and devoted to active or passive recreation.~~ shall have the same meaning as "public park" as defined in Section 6.20.020 of this code.

PERSON. "Person" means any person, firm, partnership, association, corporation, company or organization of any kind.

B. Section 9.20.060 is ADDED to read as follows:

9.20.060 Smoking in and adjacent to parks prohibited.

Smoking in parks and within 25 feet of the boundary of a park is prohibited pursuant to chapter 6.20 of this code.

SECTION 3. 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 4. POSTING OF ORDINANCE.

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

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2012.

_____
Mayor John Fasana

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 the City of Duarte at a regular meeting of said Council held on the _____ day of _____, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

_____
City Clerk Marla Akana
City of Duarte, California

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE AMENDING PORTIONS OF CHAPTER 5.40 OF THE DUARTE MUNICIPAL CODE PERTAINING TO MOTION PICTURES, TELEVISION, AND RADIO BROADCASTING

THE CITY COUNCIL OF THE CITY OF DUARTE ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENTS TO CHAPTER 5.40. The following portions of Chapter 5.40, Motion Pictures, Television and Radio Broadcasting, of the Duarte Municipal Code are amended as follows:

A. Paragraph B. of Section 5.40,010 is deleted.

B. Paragraph C. of Section 5.40.020 is deleted.

C. Subdivision (b) of Section 5.40.040 is amended in its entirety to read as follows:

> 5.40.040 (b) RULES. The director of community development or authorized designee shall prepare Filming Rules and Guidelines governing the form, time, and location of any film activity within the city and providing for the issuance of permits. The Filming Rules and Guidelines shall be approved by the City Council by resolution. The Filming Rules and Guidelines may be amended by resolution of the City Council from time to time.

D. Section 5.40.050 is deleted:

E. Section 5.40.051 is renumbered as Section 5.40.050 and is amended in its entirety to read as follows:

5.40.050 **Violation of Sections 5.40.010 through 5.40.040; violation of Filming Rules and Guidelines; revocation of permit; appeal procedures.**

(a) Any violation of Sections 5.40.010 through 5.40.040, the adopted Filming Rules and Guidelines described in 5.40.040(b), or a permit issued by the City pursuant to this code or pursuant to the Filming Rules and Guidelines, may result in the cancellation of the permit by the city. Violation of the terms and conditions of a film permit or any provision of this chapter, or any other applicable provision of this code, is punishable as a misdemeanor under this code.

(b) The permittee may appeal revocation by filing an appeal letter with the City Clerk. The appeal letter shall set forth the reasons the permittee believes the permit should not have been revoked and any other information the permittee wishes to provide. The City Manager or designee shall serve as the Appeal Hearing Officer and shall conduct an appeal hearing within two business days. The Appeal Hearing Officer shall issue either an immediate oral ruling upholding the revocation or upholding the appeal and reinstating the permit, or shall issue a written ruling within one business day upholding the revocation or upholding the appeal and reinstating the permit. The Appeal Hearing Officer may reinstate the permit with modified or new conditions. The decision of the Appeal Hearing Officer is final and non-appealable. No permit fee shall be returned or reimbursed as a result of a permit revocation.

SECTION 2: POSTING OF ORDINANCE. The City Clerk shall certify as to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner provided for in the Duarte Municipal Code.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2012.

_____
Mayor John Fasana

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 _____, 2012, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

_____
City Clerk Marla Akana
City of Duarte, California

014

Agenda Memo
City Manager's Office

To: Mayor and Members of the Duarte City Council

From: Karen Herrera, Deputy City Manager

Date: 7/10/12

Re: **Grant Writing Contract with Arroyo Strategy Group**

Recommendation: That the City Council, by motion, approve a Professional Services Agreement with Arroyo Strategy Group to provide grant writing services for the City of Duarte during the upcoming Fiscal Year 2012-13.

Background: During the recent budget workshops in April and May, City Council directed staff to begin researching options for providing grant-writing services to the City on an ongoing basis for the upcoming fiscal year. Since this item was part of the "wish list" for the upcoming year, staff was going to bring the item to the Council at mid-year for consideration, pending the outcome of the potential revenue ballot measure vote. However, Council requested that this item return for discussion sooner rather than later, and an information item was presented at the June 26, 2012, Council Meeting. This item contained details on proposals submitted by three well-qualified firms with varying scopes of work. After Council discussion, staff was directed to return with a Professional Services Agreement with Arroyo Strategy Group.

Discussion: Arroyo Strategy Group is a grant writing consultant that provides writing, research and administration services designed to make their clients grant proposals stand out from the competition and achieve winning results. Their skill set emphasizes creating detailed, informative and compelling grant applications. Their current clientele includes approximately one dozen Southern California communities. The firm's compensation is based on the size of the grant awarded, and only realized if the grant is awarded. Specifically, they receive 5% for grants up to $100,000 down to 2% for grant awards over $1 million dollars. In terms of grant administrative services, the firm would charge an hourly rate for actual hours worked on the grant billed on a monthly basis.

Fiscal Impact: The City of Duarte did not include an appropriation for a grant writer in the FY 2012-13 Budget. Arroyo Strategy Group compensation would be based upon the successful grants they obtain.

Attachment: Professional Services Agreement

CITY OF DUARTE
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and effective as of July 10, 2012 ("Effective Date"), by and between the **CITY OF DUARTE**, ("City") and OH CONSULTING, INC., a California Corporation dba **ARROYO STRATEGY GROUP**,("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, 2013 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 those services set forth in the Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. The Scope of Service may also include the Consultant's proposal, which is incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of Consultant's proposal 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 City Manager shall represent City in all matters pursuant to the administration of this Agreement, review and approval of the services performed by Consultant, including 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 Omar Hernandez 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, in accordance with the payment rates and terms contained in its proposal as set forth in Exhibit "B" or as otherwise provided in "Exhibit B." Subject to the City Manager's authority set forth in subparagraph (B) below, the total compensation paid to Consultant hereunder shall not exceed the total term of this Agreement not including any out-of-pocket expenses subject to the reasonable approval of the City. In the event, this Agreement is no longer in effect but City receives and accepts a grant obtained through the work of Consultant that was applied for during the term of this Agreement, City shall compensate Consultant based on the aforementioned payment rates. Nothing in this Agreement or in any exhibit to this Agreement shall prevent or preclude City from using its own employees to research and apply for grants and Consultant shall not be entitled to compensation with respect to such grants.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which 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. The City Manager may approve additional work up to but not exceeding twenty percent (20%) of the amount of this Agreement.

C. Consultant shall be paid on an as needed basis and shall submit monthly reports and or invoices 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 unless consultant discontinues operation in which event he will forward such files to the City.

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
City Manager's Office
1600 Huntington Drive
Duarte, California 91010

If to Consultant:
Omar Hernandez
President
Arroyo Strategy Group
2120 Huntington Drive Suite B
South Pasadena, CA 91030

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

By_____
Darrell George
City Manager

Date:_____

CONSULTANT

By_____
Omar Hernandez
President

Date:_____

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

_____
Dan Slater
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

OVERALL SCOPE

- Arroyo Strategy Group (ASG) will prepare grant applications and supporting documentation to ensure compliance with funding requirements.
- ASG will coordinate with department administrators to identify projects that are compatible with available funding sources.
- ASG will track the status of grant applications and provides additional information as required.
- ASG will work with the appropriate personnel to expedite internal processing of grant proposals and maintains a positive, proactive relationship with community organizations, city officials, non-profit agencies and other educational institutions to assist in compliance and process efficiency.

GRANT WRITING

ASG shall perform the following tasks and duties:

1. Before Writing Begins

Prepare grant applications and supporting documentation to ensure compliance with funding requirements.

- Review the grant application guidelines with City staff.
- Discuss issues and participate in meetings to advise on the project and grant application development.
- Prepare list of issues and concerns in relation to the specific grant application to be resolved.
- Request information from City staff regarding any items requiring action.
- Provide consultation, planning and strategizing with City staff throughout the grant process.
- Assist with data gathering, bid package preparation, signature retrieval, and scheduling.

2. Development Stage

Assist in the scheduling of meetings and the development of timetables, and development of the grant application.

- Develop timelines and the strategy to ensure timely submissions of the application.
- Structure work flow and execute work plan for the grant application.
- Collaborate with proper stakeholders to obtain signatures, data, forms, etc.
- Locate, identify, research, collect and analyze data as set forth in the grant application guidelines.
- Provide research.
- Develop language for both the grant application narratives and data including, if necessary, charts, tables and diagrams to illustrate data.
- Prepare supplemental documents required for grant application completion.
- Prepare grant application with all required documents including budget considerations and City staff requirements.
- Produce complete grant application to ensure timely submission of the grant application.

3. Completing the Grant Application

Bid Package preparation, delivery and tracking

- Prepare drafts of grant application proposals.
- Coordinate reviews of the draft proposal documents with City staff prior to submission of the bid package.
- Provide copies of the final and completed application to City staff prior to submission of the final grant application proposal.
- Submit to granting agency (Federal, State or local and/or private foundations) the required numbers of final grant application proposal copies in a manner to ensure meeting the prescribed deadline.
- Conduct follow-up to ensure receipt.

4. Follow-up Stage
   - Develop and maintain contacts with the funding agencies.
   - Maintain grant records.
   - Track existing grant's deadline, monitor status of progress reports, and seek continuation of grant funding for current programs.
   - Assist in the development of evaluation criteria and the collection and analysis of data to measure grant program effectiveness.
   - Prepare and submit semi-annual Status Report summarizing the number of grants applied for and either funded or denied.

GRANT ADMINISTRATION

As the Grant Administrator, ASG will adhere to every grant's individual guideline requirements. Arroyo Strategy will provide, at a minimum, the following tasks:

1. Budget Process
   - Initiate, direct and assist in the preparation, monitoring and management of Grant Funds
   - Recommend policies and procedures for Grant Administration.
   - Communicate procedures to departments and assist staff as necessary.
   - Prepare reports for various grant submissions.
   - Prepare budget entries to balance grant funds and reconciles accounts or provide the information to the appropriate department.
   - Prepare final document for close out of grants.
   - Ensure budget is in compliance with policies and statutes in conjunction with the Grant requirements.
   - Compile and analyze performance measurements and related data.
   - Prepare budgets for grants and performs review of grant budget, revenue, and expenditure analysis.

2. Accounting and Related
   - Proof and prepare financial documents, e.g. budget, audits, monthly and annual reports.
   - Coordinate collection of data with other departments.
   - Meet with builders, developers, contractors, building owners and citizens.
   - Schedule and facilitate public meetings as necessary for Grant compliance.
   - Participates in committees as necessary.
   -

3. Interdepartmental Functions
   - Interface with departments of the City to gather data for reports.
   - Reviews quotes, and initiates purchases as directed.

EXHIBIT "B"

PAYMENT RATE

Grant Writing

Compensation to Arroyo Strategy Group for grant writing will be based on the size of the grant.

Grant Size		Compensation
From	To	Based on Grant Size
$ 1	$ 100,000	5%
$ 100,001	$ 500,000	4%
$ 500,001	$ 1,000,000	3%
$1,000,001	& Up	2%

Grant Administration

The grant writing payment rate is separate from the grant administration payment rate.

Please note that Arroyo Strategy Group intends to work with the City of Duarte when possible to minimize or offset grant administration fees. The compensation for those fees would be minimized or offset by the grant writing compensation.

Arroyo Strategy Group's hourly rate for the administration of grants is based on allowable amounts by the grant, which is not to exceed the grant limits. Hourly Rates will be as such:

- $100 per hour for Grant Administrator
- $65 per hour for Grant Coordinator
- $45 per hour for Support Staff

Most of the work will be completed by the Grant Coordinator and Support Staff with the Grant Administrator overseeing the entire project.

RECEIVED
JUL 05 2012
CITY OF DUARTE

City of Duarte

MEMORANDUM

TO: CITY COUNCIL

FROM: COMMISSIONER Shauna Pierce

SUBJECT: NOTICE OF ABSENCE FROM Planning COMMISSION MEETING

DATE: 7/5/12

REASON FOR ABSENCE

_____ ACCIDENT

✓ VACATION

_____ SICKNESS

_____ OTHER *

_____ DEATH IN FAMILY

DATE OF MEETING ABSENCE 6/18/12

* EXPLANATION OF ABSENCE I was out of the country - Switzerland & France w/ husband's work.

Shauna Pierce
Signature

* * * * * * * * * * *

Absence noted by City Council

_____
Date

029

(Revised 3/91)

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 hold a Public Hearing at 7:00 p.m., on Tuesday, July 10, 2012, in the Council Chambers, 1600 Huntington Drive, Duarte, California, to consider approving a revision to the following fees: annual overnight parking, temporary overnight parking, and filming permits.

Any interested party may appear in person, or by agent, and be heard. 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 91010-2592.

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

Marla Akana
City Clerk

PUBLISH: Duartean,
Thursday, June 28, 2012
POSTED: Duarte City Hall, Duarte Public Safety Office, Duarte Library

6/19/12

Published: June 28, 2012
Duartean Ad#186982

MEMORANDUM

TO: Mayor and City Council

FROM: Craig Hensley, AICP, Community Development Director

DATE: July 10, 2012

SUBJECT: Annual and Temporary Overnight Parking Fees

One of the items included in the 2012-2013 FY Budget adopted by the City Council at its June 12, 2012 meeting was in increase of annual and temporary parking fees. The budget accounted for an increase in the annual overnight parking fee to $100 and an increase in the temporary parking fee to $10 for a 10 day permit.

Attached Resolution 12-R-22 adopts the new overnight parking fees.

Also attached is an Ordinance (12-O-05) that removes the temporary overnight parking fee from the current Ordinance. This fee is more appropriately addressed by the attached Resolution.

Attached: Ordinance 12-O-05
Resolution 12-R-22

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE AMENDING SECTION 11.13.080 OF THE DUARTE MUNICIPAL CODE PERTAINING TO RESTRICTED ALL-NIGHT STREET PARKING

THE CITY COUNCIL OF THE CITY OF DUARTE ORDAINS AS FOLLOWS:

SECTION 1. Section 11.13.080 ("All-night guest parking") of Chapter 11.13 ("Restricted All-Night Street Parking") of the Duarte Municipal Code is hereby amended in its entirety to read as follows:

> Notwithstanding the provisions of the foregoing sections of this chapter, whenever a resident of the city is entertaining an overnight guest or guests, and is without off-street parking facilities for additional vehicles, or whenever other circumstances of a temporary nature prevent compliance by a resident with the provisions of this chapter, such resident may apply to the city manager or his authorized representative for a temporary all-night parking permit for a vehicle or vehicles, and the city manager or his authorized representative shall thereupon issue to the resident a temporary all-night parking permit upon payment by the resident of a fee in an amount established by resolution of the city council, if the city manager or his authorized representative is satisfied there are no off-street parking facilities available for such vehicle or vehicles on the applicant's premises, or within one hundred fifty feet thereof.

SECTION 2: POSTING OF ORDINANCE.

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

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2012.

_____
Mayor John Fasana

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 _____, 2012, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:

_____
City Clerk Marla Akana
City of Duarte, California

12-R-22

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE APPROVING A SCHEDULE OF FEES FOR OVERNIGHT PARKING

WHEREAS, the City Council desires to establish fees and charges for overnight parking; and

WHEREAS, Chapter 11.13 of the Duarte Municipal Code sets forth restrictions and requirements for overnight parking and a process to issue permits for annual all-night street parking as well as temporary all-night street parking; and

WHEREAS, a public hearing of the City Council was duly and properly noticed in accordance with applicable law; and

WHEREAS, on July 10, 2012 the City Council held a public hearing on the proposed overnight parking fees and considered all information, and testimony received;

NOW, THEREFORE, the City Council of the City of Duarte resolves as follows:

Section 1. The City Council approves overnight parking fees as provided in Exhibit A attached hereto and by this reference incorporated herein.

Section 2. The fee for the annual all-night parking permit set forth in Exhibit "A" shall be effective immediately. The fee for the temporary all-night parking permit set forth in Exhibit "A" shall take effect upon the effectiveness of Ordinance No. 12-05.

Section 3. The adoption of this Resolution approving overnight parking fees is statutorily exempt for the requirements of the Calofornia Environmental Quality Act (CEQA) pursuant to Section 15273 of the State CEQA Guidelines (14 C.C.R. Sec. 15273) and is additionally and independently exempt from CEQA analysis pursuant to Statre CEQA Guidelines Section 15061(b)(3) [14 C.C.R. Sec. 15061 15061(b)(3)} which sets forth the rule that "CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainity that there is no possibity that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."

PASSED, APPROVED, AND ADOPTED this 10th day of July 2012.

_____

Mayor John Fasana

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 12-22 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 10th day of July 2012, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

_____
City Clerk Marla Akana
City of Duarte, California

EXHIBIT "A"

CITY OF DUARTE
OVERNIGHT PARKING FEES

Item	Code Section	Fee
Annual all-night street parking permit	11.13.060	$100.00
Temporary (10 Day) all-night street parking permit	11.13.080	$10.00

RESOLUTION NO. 12-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2012-2013 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 2012-2013 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 XIIID of the California Constitution an assessment existing on November 5, 1996 imposed exclusively to finance capital c 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 XIIID of the California Constitution.

(b) The proposed assessments relating to Zones 1 through 15 were existing on the effective date of Article XIIID of the California Constitution and were previously imposed and are proposed for fiscal year 2012-2013 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 XIIID of the California Constitution.

(d) The assessments are proposed to increase by 2% in Zones 4, 7 and 8 as previously approved by the property owners, and also by 2% in Zones 14, 15, 16, and 17 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.

TIME AND PLACE OF PUBLIC HEARING

SECTION 6. Notice is hereby given that on the 10th day of July 2012, 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 12th day of June, 2012.

/s/ John Fasana
Mayor John Fasana

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

I, Maria Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No.12-16 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 12th day of June, 2012, by the following vote:

AYES: Councilmembers: Finlay, Paras-Caracci, Reilly, Reyes, Fasana
NOES: Councilmembers: None
ABSENT: Councilmembers: None

/s/ Maria Akana
City Clerk Maria Akana
City of Duarte, California

Publish: June 21, 2012 The Duartean Ad#181412

MEMORANDUM

TO: Mayor and City Council

FROM: Community Development Department

DATE: July 10, 2012

SUBJECT: Establish property assessments to pay for the Lighting and Landscape Assessment District.

Each year, the City Council is required to hold a Public Hearing to establish property assessments to pay for the Lighting and Landscape Assessment District.

At its June 12 meeting, the City Council adopted Resolution 12-16 that declared the City Council's intention to levy and collect assessments for fiscal year 2012-13; (2) approved the Engineer's Report indicating the amounts of the proposed assessment, district boundaries, assessment zones, descriptions of improvements, and method of assessment; and (3) set this date for the evening's Public Hearing.

This year, the assessments are proposed to increase by CPI (2%) in special Zones 4, 7, 8, 14, 15, 16, and 17 as allowed for in their formation or by previous approval.

Staff recommends that the City Council adopt Resolution 09-R-26 providing for the annual levy for Fiscal Year 2012-2013.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2012-2013 WITHIN THE LANDSCAPE AND LIGHTING DISTRICT PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972

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:

SECTION 1. RECITALS. The City Council of the City of Duarte does hereby find, determine and declare as follows:

A. On the 12th day of June, 2012, the City Council adopted Resolution No. 12-16 (the "Resolution of Intention") which declared its intent to levy and collect assessments for Fiscal Year 2012-2013 within the District and Zones and set a time and place for a public hearing. The Resolution of Intention was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of the Resolution of Intention on file in the office of the City Clerk; and

B. At the time and place for which notice was given, the City Council conducted a public hearing and gave every interested person an opportunity to object to the proposed boundary, work or assessment; and

C. The City Council, having duly received and considered oral and documentary evidence concerning the jurisdictional facts in this proceeding and concerning the necessity for the contemplated work and benefits to be derived therefrom, has acquired jurisdiction to order the proposed assessment.

SECTION 2. That the proposed assessments relating to the District and Zones 1-15 were existing on the effective date of Article XIIID of the California Constitution. Zones 16, 17, & 17 were approved per the requirements of Article XIIID of the California Constitution. All zones were previously imposed, and for Fiscal Year 2012-2013 Zones 4, 7, 8, 14, 15, 16, and 17 are proposed to be increased by a CPI of 2.0%, all of which are allowed in the formation of the zones or previously voter approved, and all other zones are contemplated to be imposed without increase. Funds are to be used exclusively to finance the capital costs or maintenance and operation expenses for landscaping sidewalks, streets, sewers, water, flood control, drainage systems or vector control. Pursuant to Section 5 (a) of Article XIID of the California Constitution, the proposed assessments to be levied and collected in the District and Zones 1-18 are, therefore, exempt from the procedures and approval process set forth in Section 4 of Article XIIID of the California Constitution.

SECTION 3. That the proposed assessments relating to Zones 1-18 were existing on the effective date of Article XIIID of the California Constitution or were voter approved and all such assessments were imposed pursuant to a petition signed by the persons owning all of the parcels, subject to the assessment at the time the assessment was initially imposed. Pursuant to Section 5

(b) of Article XIIID of the California Constitution, the proposed assessments to be levied and collected in Zones 1-18 are, therefore, exempt from the procedures and approval process set forth in Section 4 of Article XIIID of the California Constitution.

SECTION 4. The Engineer's Report on file with the City Clerk, and each component part of it, including each exhibit incorporated by reference, as amended, if applicable, is hereby finally approved and adopted.

SECTION 5. The diagram and assessment prepared in connection with the District are hereby confirmed.

SECTION 6. The public interest and convenience requires the ordering the levy and collection of assessment for Fiscal Year 2012-2013 and the City Council hereby orders the levy and collection of assessments within the district and the zones, as set forth and described in the Resolution of Intention and in the Engineer's Report.

SECTION 7. The adoption of this Resolution constitutes the levy of the assessments as set forth in the Engineer's Report for Fiscal Year 2012-2013.

SECTION 8. The City Clerk is authorized and directed to file a certified copy of the diagram and assessment with the County Auditor of the County of Los Angeles no later than the 10th day of August 2012.

SECTION 9. The City Clerk is hereby authorized and directed to certify as to the adoption of this Resolution.

PASSED AND ADOPTED this 10th day of July 2012.

_____
Mayor John Fasana

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 12-23 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 10th day of July, 2012, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

_____
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 2012-2013 ASSESSMENT LEVY

SECTION 1. AUTHORITY FOR REPORT

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

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

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

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

SECTION 2. PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS

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

SECTION 3. ESTIMATE OF COST OF IMPROVEMENT

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

SECTION 4. CITYWIDE STREET AND SIDEWALK LANDSCAPING

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

1. All parkway trees maintained by the City.

2. Trees adjacent to Caltrans right-of-way on Evergreen Avenue, Flower Avenue to Brightside Avenue, Central Avenue, Buena Vista Street to Santo Domingo Avenue and Evergreen Street east of Mountain Avenue.

3. Street Landscaping
   A. Duarte Road – Highland Avenue to Mountain Avenue hardscape, turf, trees, irrigation and groundcover.
   B. Buena Vista Street – North and south of the 210 freeway turf, irrigation and groundcover.
   C. Mountain Avenue – North and south of the 210 freeway turf, irrigation and groundcover.
   D. Central Avenue – East and west of Buena Vista Street turf, trees, irrigation and groundcover.
   E. Huntington Drive – Mountain Avenue to the east City limits, hardscape, turf, trees, irrigation and groundcover.
   F. Encanto Parkway – Huntington Drive to Markwood, west side landscaping and irrigation. Fifty percent only of landscaping along Zone 5.

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

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

SECTION 5. CITYWIDE LANDSCAPING AND PARK COSTS

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

Parks

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

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

SECTION 6. SENIOR CENTER

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

levied and the estimated maximum amount of each annual installment of each assessment was set forth in the resolution. The resolution set forth periodic increases in the assessment. The assessment is at the maximum allowed per resolution 92-25 of two-hundred twenty-five thousand dollars ($225,000). This two hundred twenty-five thousand dollars ($225,000) is to repay the Senior Center construction, which is allowed under the resolution.

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 or 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 than 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

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 17

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 8 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. The cost of gas lighting is assessed equally to all lots. Included in this report is the cost to maintain the Rim Road slope constructed in 2008, but the cost is not part of the assessment district.

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 March 31, 2012 was 2%. This would allow for an assessment increase of $7.11 per parcel to $362.79 per parcel. A 2% increase in levy is proposed for Fiscal Year 2012-13.

Zone 5 *Kaufman and Broad Development Phase 1 – 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 ($7352.00) 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 208 "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. An increase in assessment was proposed for Fiscal Year 2010-11. This increase was subject to the requirements of Proposition 208 "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 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 March 31, 2012 was 2%. This would allow for an assessment increase of $8.05 per parcel to $410.76 per parcel. A C.P.I. increase of 2% is proposed for fiscal year 2012-13.

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

March 31, 2012 was 2%. This would allow for an assessment increase of $6.44 per parcel to $328.64 per parcel. A C.P.I. increase of 2% is being proposed for Fiscal Year 2012-13.

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

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The landscaping was installed by the Developer, for the special benefit of all lots, and is assessed equally to all lots. An increase in assessment was proposed for Fiscal Year 2010-11. This increase was subject to the requirements of Proposition 208 "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%.

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 March 31, 2012 was 2%. This would allow for an assessment increase of $9.27 per parcel to $472.90 per parcel. A C.P.I. increase of 2% is proposed for this fiscal year.

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 March 31, 2012 was 2%. This would allow for an assessment increase of $8.63 per parcel to $440.33 per parcel. A C.P.I. increase of 2% is proposed for Fiscal Year 2012-13.

Zone 16 *Tract 52336 (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 3 percent per year. The C.P.I. for the year ending March 31, 2012 was 2%. A C.P.I. increase of 2% raises the maximum assessment by $9.20 per parcel from $460.06 to $469.26 per parcel. A C.P.I. increase of 2% is proposed for Fiscal Year 2012-13.

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 3 percent per year. The C.P.I. for the year ending March 31, 2012 was 2%. A C.P.I. increase of 2% raises the maximum assessment by $13.11 per parcel from $655.64 to $668.75 per parcel. For Fiscal Year 2012-13, a levy of $522.73 per parcel is required to balance expenses. While $522.73 greater than Fiscal Year 2011-12, it is less than the maximum allowed assessment of $668.75 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. No increase in CPI is being applied this fiscal year.

2012-13 CITYWIDE DISTRICT, SENIOR CENTER BOND PAYMENT AND SPECIAL BENEFIT ZONE CALCULATIONS

Citywide Lighting, Street, Senior Center Bond Payment and Special Zone Costs

Lighting, Street & Civic Center Bond Payment Expenses		$1,065,101.00
General Fund Contribution (Deficit) and Loan Repayment (Surplus)		$ 141,895.00
Total Citywide Assessment for 2012-2013		**$ 923,206.00**
Parks		
Park Maintenance*	$ 357,223.00	
General Fund Contribution (Deficit)	$ (22,213.00)	
Total Parks Assessment	$ 335,010.00	
Street Lighting		
Lighting Maintenance Cost	$ 300,551.00	
General Fund Contribution (Deficit)	$ (120,457.00)	
Total Citywide Lighting Assessments	$ 180,094.00	
Citywide Street		
Street Maintenance Cost	$ 182,327.00	
General Fund Loan Repayment 2010-11	$ 775.00	
Total Citywide Street Assessments for 2012-13	$ 183,102.00	
Senior Center Bond Payment		
Bond Payment	$ 225,000.00	
General Fund Contribution	$ 0	
Total Senior Center Bond Payment	$ 225,000.00	
Special Benefit Zone Maintenance Cost		
Maintenance Cost	$ 282,418.00	
General Fund Contribution (Deficit)	$ 0	
Credited Surplus	$ (1,000.00)	
General Fund Expenses **	$ (12,232.00)	
Total Special District Assessments for 2012-2013		**$ 269,186.00**
Grand Total Citywide Senior Center Bond Payment and Special Benefit Zones Assessments for 2012-13		**$1,192,392.00**

* This does not include the sports park maintenance costs which cannot be included in the District.

** Includes $3,800.00 (Emblem Homes), $7,532.00 (Encanto Parkway) and $900.00 (Rim Road) of City General Fund expenses.

2012-13 CITYWIDE STREET LIGHTING AND SENIOR CENTER BOND PAYMENT AND SPECIAL BENEFIT ZONE CALCULATIONS

ZONE	DISTRICT	2010-11	2011-12	2012-13
1	Lighting	$ 30.44	$ 30.44	$30.44
	Street Maintenance	$ 31.64	$ 34.96	$34.96
	Parks	$ 59.42	$ 59.42	$59.42
	(Average Single Family)			
	Sub-Total	$121.50	$124.82	$124.82
2	Mesa Area	$234.28	$237.60	$237.60
3	Emblem Homes			
	Base Cost	$121.50	$124.82	$124.82
	Surcharge Lots	$121.50	$124.82	$124.82
4	Las Lomas Villas	$477.18	$480.50	$487.61
5	Encanto Parkway	$183.24	$186.56	$186.56
6	Rancho Verde	$340.00	$343.32	$343.32
7	Amberwood	$512.48	$527.53	$535.58
8	Windsor	$434.43	$447.02	$453.46
9	Kendick, Hearthstone	$154.95	$158.27	$158.27
10	Hearthstone			
	Base Cost	$267.49	$270.81	$270.81
	Surcharge Lots	$283.71	$287.03	$287.03
11	T.K.I. Townhomes	$121.50	$124.82	$124.82
12	Benchmark Homes	$121.50	$124.82	$124.82

SPECIAL DISTRICT ASSESSMENT COMPARISON

ZONE	DISTRICT	2010-11	2011-12	2012-13
13	Mike's Center			
	8530-018-027	$2,331.59	$2,334.91	$2,334.91
	8530-018-028	$1,148.44	$1,151.76	$1,151.76
	8530-018-029	$1,194.87	$1,198.19	$1,198.19
	8530-018-030	$ 545.35	$ 548.67	$ 548.67
	8530-018-031	$ 545.35	$ 548.67	$ 548.67
	8530-018-032	$ 545.35	$ 548.67	$ 548.67
	8530-018-033	$2,392.64	$2,395.96	$2,395.96
	8530-018-034	$3,013.36	$3,013.36	$3,013.36
	8530-018-054	$1,877.04	$1,880.36	$1,880.36
	8530-018-055	$9,116.34	$9,119.66	$9,119.66
		$22,710.33	**$22,743.65**	**$22,743.65**
14	Las Brisas	$ 572.67	$ 588.45	$ 597.72
15	Las Posadas	$ 540.63	$ 556.52	$ 565.15
16	Buena Vista Villas	$ 586.16	$ 584.88	$ 594.08
17	Citrus Collection	$ 551.59	$ 624.82	$ 647.55
18	Ridgecrest Estates	$ 0	$ 0	$1,512.49

ZONE 2 – MESA AREA
(FUND 2430)

ESTIMATED EXPENSES 2012-13

Rim Road Water (General Fund Expense)	$ 900.00	
Rim Road Maintenance (General Fund Expense)	$ 0.00	
Gas	$ 8,500.00	
Repairs and Replacement	$ 3,000.00	
Personnel	$ 2,300.00	
Transfer to Reserve	$ 0.00	
Total Expenses		**$14,700.00**

ESTIMATED REVENUE 2012-13

Special Zone Assessment 2012-13	$12,800.00	
Transfer From Reserve	$ 0.00	
Credited Surplus	$ 1,000.00	
Transfer From General Fund	$ 900.00	
Total Revenue		**$14,700.00**

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2008	$0
2009	$0
2010	$0
2011	$2,200.00
2012	$2,200.00 est.

Zone 2 Information

Number of lots to be assessed	100
GAS LIGHTING – COST PER LOT	$ 128.00
Intersection Only Lighting – Cost Per Lot	$ 15.22
Citywide Street Maintenance - Cost Per Lot *	$ 34.96
Park Assessment Per Lot	$ 59.42
TOTAL COST PER LOT	**$ 237.60**

*Includes Senior Center Bond Issue

ZONE 3 – EMBLEM HOMES
(FUND 2429)

ESTIMATED EXPENSES 2012-13

Water	$ 1,400.00	
Electric	$ 300.00	
Repairs and Replacement	$ 1,000.00	
Personnel	$ 1,100.00	
Transfer to Reserve	$ 0	
Total Expenses		**$3,800.00**

ESTIMATED REVENUE 2012-13

Special Zone Assessment 2012-13	$ 0.00	
Transfer From Reserve	$ 0.00	
Transfer From General Fund	$ 3,800.00	
Total Revenue		**$3,800.00**

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2008	$0
2009	$0
2010	$0
2011	$0
2012	$0 est.

Zone 3 Information

Number of lots to be assessed	121
LANDSCAPE COST PER LOT	
Base Cost 100	$ 0
Surcharge Lots 19 + 30%	$ 0
Street Lighting Cost Per Lot	$ 30.44
City-Wide Street Maintenance Per Lot*	$ 34.96
Park Assessment Per Lot	$ 59.42
TOTAL COST PER LOT	
Base Cost	**$ 124.82**
Surcharge	**$ 124.82**

*Includes Senior Center Bond Issue

ZONE 4 – LAS LOMAS VILLAS
(FUND 2421)

ESTIMATED EXPENSES 2012-13

Water	$ 13,500.00	
Electric	$ 500.00	
Repairs and Replacement	$ 3,912.00	
Landscape Maintenance	$ 15,600.00	
Personnel	$ 12,200.00	
Transfer to Reserve	$ 0.00	
Total Expenses		**$45,712.00**

ESTIMATED REVENUE 2012-13

Special Zone Assessment 2012-13	$ 45,712.00	
Transfer From Reserve	$ 0.00	
Transfer From General Fund	$ 0.00	
Total Revenue		**$45,712.00**

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2008	$0
2009	$0
2010	$0
2011	$1,398.00
2012	$1,398.00 est.

Zone 4 Information

Number of lots to be assessed		126
Landscape Per Lot	$	362.79
Street Lighting Cost Per Lot	$	30.44
Citywide Street Maintenance Cost Per Lot *	$	34.96
Park Assessment Per Lot	$	59.42
TOTAL COST PER LOT	**$**	**487.61**

*Includes Senior Center Bond Issue