



**CITY OF DUARTE
AGENDA
REGULAR JOINT MEETING OF THE
CITY COUNCIL/HOUSING AUTHORITY/DUARTE
COMMUNITY FACILITIES FINANCING
AUTHORITY**

**CITY COUNCIL CHAMBERS
1600 HUNTINGTON DRIVE, DUARTE, CA 91010
Tuesday, November 12, 2024
7:00 PM**

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.

Vinh Truong, Mayor
Cesar Garcia, Mayor Pro Tem
Margaret Finlay, Councilmember
Samuel Kang, Councilmember
Toney Lewis, Councilmember
Jody Schulz, Councilmember
Tera Martin Del Campo, Councilmember

City/Authority Staff:
Brian Villalobos, City Manager
Kristen Petersen, Assistant City Manager and Director of Administrative Services
Craig Hensley, Director of Community Development
Manuel Enriquez, Director of Parks and Recreation
Larry Breceda, Director of Public Safety Services
Thai Viet Phan, City Attorney
Annette Juarez, City Clerk

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.

Notice:

Any documents distributed by the City/Authorities to a majority of the City Council/Housing Authority/Financing Authority Board less than 72 hours prior to the City Council/Housing

Authority/Financing Authority 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.

Notice:

Duarte City Council meetings are videotaped for later broadcast. Attendance at the meeting constitutes consent by members of the public to the City's and any third party's use in any media, without compensation or further notice, of audio, video, and/or pictures of meeting attendees.

Members of the public may livestream the City Council meeting broadcast on the City's website. To access the meeting, log onto www.accessduarte.com, then on the homepage, click on the Agendas & Meetings icon then click on the City Council Meeting link. City Council meetings are also broadcast daily at 12:00 p.m. and 7:00 p.m., following each meeting, via Spectrum Cable - Channel 3.

Public comment:

In-Person: Complete a Speaker Card, indicating the agenda item number and submit it to the City Clerk. Speakers shall be limited to three (3) minutes per person per item. At the Mayor's discretion, the time limit may be shortened to allow all speakers the opportunity to address the City Council.

Written: Submit written comment by emailing duarteinfo@accessduarte.com, prior to 4:00 p.m. on the day of the meeting. Comments will be distributed to the City Council and made available for public review.

PLEASE NOTE: The subject line of your public comment email must contain the Agenda item number or title. Public comments, including personal contact information, are considered public record. Please do not provide any personal information (i.e. phone numbers, addresses, etc.) that you do not want to be published.

7:00 PM OPEN SESSION - REGULAR MEETING - COUNCIL CHAMBERS

1. CALL TO ORDER AND ROLL CALL
 - A. City Manager Written Comments
2. PLEDGE TO THE FLAG
3. ADOPTION OF THE AGENDA
4. SPECIAL ITEMS
 - A. Recognition - Roberto Martinez, Family Barbers

- B. 2024 SGVCOG Update
- C. Recognition of Art Ad Hoc Committee
- D. Community Development Department Update
- E. Parks and Recreation Department Update
- 5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS
- 6. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA
- 7. CONSENT CALENDAR
 - A. Motion to read all Resolutions and Ordinances presented for consideration by Title only and waive further reading (CC/HA/FA)
 - B. Approve absence(s) of City Councilmember(s) from the City Council meeting
 - C. Approval of Minutes - October 22, 2024 Regular Meeting (CC/HA/FA)
Recommended Action: Approve the minutes of October 22, 2024.
 - D. Approval of Warrants - November 12, 2024 (CC/HA/FA)
Recommended Action: Approve the warrants of November 12, 2024.
 - E. Community Development Department Update
Recommended Action: Receive and File the Community Development Department Update.
 - F. Parks and Recreation Department Update
Recommended Action: Receive and File the Parks and Recreation Department Update.
 - G. Memo - Council Conference Approval
Recommended Action: Approve Council travel to upcoming conferences.
 - H. Contract with Springbrook Realty Advisors to develop an affordable housing analysis and regulatory agreement for the Crestfield Townhomes development
Recommended Action: Authorize the City Manager to sign a professional services agreement with Springbrook Realty Advisors to develop and affordable housing analysis and regulatory agreement for the Crestfield Townhomes development.
 - I. Ordinance 926 Second Reading - Business License Fees
Recommended Action: Adopt Ordinance No. 926.

J. Ordinance 927 Second Reading - Affordable Housing Overlay

Recommended Action: Adopt Ordinance No. 927.

K. Award of Contract for the Huntington Drive Median Islands Landscape Improvements Project No. 25-5

Recommended Action: Approve the award of contract for the Huntington Drive Median Islands Landscape Improvements Project to FS Contractors Inc. in the amount of \$2,202,130.00 with an approved 15% contingency totaling \$2,532,449.50.

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

9. PUBLIC HEARINGS

10. BUSINESS ITEMS

A. Professional Services Agreement with MIG for Design Services of the Teen Center Outdoor Boxing Patio

Recommended Action: Authorize the City Manager to execute this Professional Services Agreement with MIG in the amount of \$53,022, plus a ten-percent contingency, for design services of the Teen Center Outdoor Boxing Patio.

B. Selection and Approval of 2024 Call for Artists Utility Box Art Designs and Recommendation for Freeway Wall Community Identifier

Recommended Action: 1) Select and approve a recommended design for each utility box location; 2) Approve the Arts Ad Hoc Committee's recommendation to prioritize a community identifier for future public art on Mountain Avenue, with a budget not to exceed \$60,000.

C. Discussion and Direction Regarding the Duarte Chamber of Commerce and Small Business Support Recommendations

Recommended Action: Discuss and consider the recommendations proposed in Stratiscope's Duarte Chamber of Commerce and Small Business Support Report.

11. CONTINUATION OF ORAL COMMUNICATIONS

12. ITEMS FROM CITY COUNCIL/HOUSING AUTHORITY/FINANCING AUTHORITY MEMBERS AND CITY MANAGER/EXECUTIVE DIRECTOR/REPORTS OF MEETINGS ATTENDED PER GOVERNMENT CODE SECTION 53232.3

13. ADJOURNMENT

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted at the following locations: City Hall – 1600 Huntington Drive, Duarte Public Safety Department – 1042 Huntington Drive, Duarte Library – 1301 Buena Vista Street, and the City of Duarte website (www.accessduarte.com) not less than 72 hours prior to the meeting per Government Code 54954.2.

Dated this 6th day of November, 2024.

Annette Juarez, MMC
City Clerk



MEMORANDUM

TO: City Council
FROM: Brian Villalobos, City Manager
DATE: November 5, 2024
SUBJECT: Comments on Agenda Items, Meeting of November 12, 2024

ITEM 4.A. (Special Items). Recognition of retiring Duarte Business Owner Roberto Martinez. Mr. Martinez operated the Family's Barber Shop located at 2412 Huntington Drive for twenty eight years.

ITEM 4.B. (Special Items). San Gabriel Valley Council of Governments (SGVCOG) update - SGVCOG Principal Management Analyst Mackenzie Bolger will provide an update for the council.

ITEM 4.C. (Special Items). Recognition of the Art Ad Hoc Committee members. The City would like to thank the eight members of the Arts Ad Hoc Committee for their dedication and thoughtful contributions throughout this process. Their efforts have been instrumental in shaping the recommendations presented to the City Council.

ITEM 4.D. (Special Items). Community Development Department update - Community Development Director Hensley will provide an update for the council.

ITEM 4.E. (Special Items). Parks and Recreation Department update - Parks and Recreation Director Enriquez will provide an update for the council.

ITEM 7.E. (Consent Calendar). The Community Development Department has submitted the monthly report for November 2024 for review.

ITEM 7.F. (Consent Calendar). The Parks and Recreation Department has submitted the monthly report for November 2024 for review.

ITEM 7.G. (Consent Calendar). Approval of City Council Conference Attendance - California Contract Cities Association (CCCA) Sacramento Legislative Tour, January 6-8, 2025, in Sacramento, California. League of California Cities Mayors and Council Members Academy, January 22-24, 2025, in Sacramento, California, or January 29-31 Garden Grove, California.

ITEM 7.H. (Consent Calendar). Award of Contract to Springbrook Realty Advisors to develop an affordable housing analysis and regulatory agreement for the Crestfield Townhomes development - Crestfield Townhomes, LLC has filed an application to develop the former Andres Duarte school site with 169 townhomes. The plan also includes a rebuild of Otis Gordon Park. In preliminary discussions regarding the project, the Developer has agreed to provide some of the units for moderate income families. Moderate income families are defined as households with an average monthly income (AMI) that is 80%-120% of the county median income. In Los Angeles County the AMI for a family of four is \$98,200. The proposed development will offer rental townhomes, so any affordable subsidy program will need to be managed by the property owner that will be responsible for annual reporting to the City. The primary purpose of the contract with Springbrook Realty Advisors will be to develop an affordable housing agreement that will specify the number of affordable units, income limits for prospective renters, methodology for determining rental rates, monitoring methodology, and term of affordability. The contract will also include providing a detailed analysis of the development pro forma to determine the financial impact of the affordability plan. The initial target is to have 14% – 16% (24-28) of the units be included in the moderate income category. The proposal amount is \$28,000 which should cover the cost of all work, but because the program being developed is unique, a 25% contingency is proposed taking the contract amount to \$35,000. Any work over

the proposal amount, will require written approval from the City. All costs for the work will be paid for by the developer and processed through a pass through account.

ITEM 7.I. (Consent Calendar). Ordinance No. 926 Amending Sections of Duarte Municipal Code Chapters 5.04, 5.08, 5.12, 5.16, 5.24, and 5.60 Regarding License and Permit Fees - City staff are proposing an amendment to the Duarte Municipal Code (“DMC”) to update outdated provisions and to ensure that all business license fees are approved by City Council resolution. Amending the DMC to allow business license fees to be adopted by resolution would allow for more flexibility and responsiveness to the cost of services relating to business licenses. Thus, City Staff is bringing forth an ordinance to amend the DMC and a resolution confirming certain business license fees to ensure consistency and clarity. At its meeting on October 8, 2024, the City Council conducted a first reading of this Ordinance. If adopted by the City Council, Ordinance No. 926 will go into effect in thirty (30) days.

ITEM 7.J. (Consent Calendar). Ordinance No. 927 Adopting the Affordable Housing Overlay Zone by adding Chapter 19.26 to the Duarte Development Code - This code amendment will add chapter (19.26) to the Duarte Development Code establishing an Affordable Housing Overlay (AHO) zoning designation. The overlay zone implements the City’s 2021-2029 Housing Element. The overlay zone will incentivize development of affordable and mixed income housing on designated sites. At its meeting on October 22, 2024, the City Council conducted a Public Hearing and first reading of this Ordinance. If adopted by the City Council, Ordinance No. 927 will go into effect in thirty (30) days.

ITEM 7.K. (Consent Calendar). Award of Contract to FS Contractors Inc. for the Huntington Drive Median Islands Landscape Improvements Project - On July 25, 2023, City Council awarded a Professional Services Agreement to Armstrong & Walker for the development of Construction Drawings for Huntington Drive Median Islands Landscape Improvements. This project entails the upgrade of landscaping such as: water efficient shrubs and ground cover plantings; irrigation upgrades; and new hardscape features within the median islands along Huntington Drive throughout the city. On September 24, 2024, plans and specifications for this project were made available and the project was published in accordance with the Duarte Municipal Code (DMC) Section 2.36.060. On October 24, 2024, seven (7) bids were submitted electronically. Mariana Landscape, Inc. submitted the lowest bid but submitted an official withdrawal of their bid citing a clerical error that affected the accuracy of their submission. The next lowest bid was submitted by FS Contractors, Inc. FS Contractors Inc. has successfully completed similar work for the City of La Puente, City of El Segundo, City of Commerce, and City of Covina. They have also recently successfully worked on several projects within the City of Duarte. Their federal and state license status have been verified and are deemed the lowest responsible and responsive bidder. The Huntington Drive Median Islands Landscape Improvements Project was originally estimated at \$4,000,000. Because of the timing of the project, it was anticipated to take place over two fiscal years with \$2,000,000 included in the adopted FY 24-25 Budget and \$2,000,000 forecasted for the FY 25-26 Budget. With the contingency added, the total project cost is \$2,532,449.50. The projected construction time is seven to eight months. It is anticipated that the budgeted \$2,000,000 for the current fiscal year will be used and the balance (\$532,449.50) can be added to the FY 25-26 Budget.

ITEM 10.A. (Business Items). Professional Services Agreement with MIG for Design Services of the Teen Center Outdoor Boxing Patio - At the City Council meeting on March 12, 2024, the Council reviewed and approved the final conceptual site design plan for the Duarte Park Revitalization Project. This initiative aims to rejuvenate the park by replacing outdated amenities with new infrastructure, including a fully inclusive playground and surfacing, new restrooms, an off-leash dog park for both small and large dogs, a new park building, an expansion to the Teen Center, and additional parking. Due to the project's estimated total cost, the City Council decided to implement the project in phases. The first approved phase of the Duarte Park Revitalization Project, included in the Fiscal Year 2024/25 Budget, involves an expansion of the Teen Center. This addition will feature a secure, enclosed outdoor conditioning patio at the east end of

the building specifically for the Duarte Boxing Program. The new space will help reduce congestion in the boxing gym and will be shaded and equipped with conditioning and sports-related gear, allowing the City's boxing trainers to safely coach and mentor participants. To support the City with conducting the site surveying and finalizing the construction documents for the first phase of the project, including bidding support services, staff has decided to continue collaborating with MIG. The cost for MIG's professional design services is \$53,022. Funds are available from the City's Los Angeles County Measure A fund balance and budgeted for in FY 2024/25, under Park Improvements (400-4005-8041).

ITEM 10.B. (Business Items). Selection and Approval of 2024 call for Artists and Freeway Walls - The Freeway Wall and Utility Boxes Arts Ad Hoc Committee (Committee) was approved by the City Council at its regular meeting on September 12, 2023. Since its inception, the Committee has met eight (8) times to discuss and recommend artwork on City-owned utility boxes and to pursue murals on Caltrans freeway right-of-way. At its regular meeting on April 23, 2024, the City Council approved the Utility Box Art Program Guidelines and 2024 Call for Artists, which included four (4) locations throughout the City utilizing vinyl wrapped art on the boxes. The 2024 Call for Artists (Call) was officially announced and opened on May 6, 2024. The Call was promoted on the City's website, social media platforms, an art project opportunity website (CaFÉ), and at public meetings. The Call closed on July 8, 2024 with 53 applications. Two of the applications received were disqualified due to ineligibility. The Committee held two meetings to review and evaluate the submitted applications. Each Committee member used a scoring sheet to assess the submittals, and after tallying their scores, they presented their top three choices for each utility box. After gathering the selections, the total votes for each artist were tallied, and the artist with the most first-choice votes was designated as the Committee's top choice to be presented to the City Council. For artists with fewer first-choice votes, the Committee selected a runner-up to give the City Council two strong options to choose from for each utility box location. Freeway wall murals were discussed at the Committee meeting in May and again at the final meeting. Due to the complexity of the Caltrans review and approval process and the differences in the type of art projects that will be considered by Caltrans, the Committee focused on presenting a recommendation for the freeway wall using a more achievable "Community Identifier" art project that could be realized with a smaller budget. The Committee recommends that any group responsible for future public art focus on a Community Identifier for Mountain Avenue, with a budget not to exceed \$60,000.

ITEM 10.C (Business Items). Stratiscope Assessment of the Duarte Chamber of Commerce and Small Business Support - The City allocated \$32,000 in its FY 2024-25 budget to cover the Chamber of Commerce expenses until December 31, 2024. Before the agreement was extended for the remainder of the fiscal year, Council directed staff to work with the Chamber to refine its scope of work so that it is both financially stable and reflective of business community needs. In June, the City contracted Stratiscope Inc. to conduct a Chamber of Commerce and Small Business Support report. The purpose of the report is to provide recommendations for the Duarte Chamber of Commerce and to strengthen connections with businesses. In addition to providing recommendations to retain small businesses, the report also assessed how the Chamber can operate more efficiently and in line with the business community's needs. Therefore, the report would provide a framework for the Chamber of Commerce's agreement that will expire on December 31, 2024.

CITY OF DUARTE

Minutes of the REGULAR JOINT MEETING OF THE CITY COUNCIL/HOUSING AUTHORITY/DUARTE COMMUNITY FACILITIES FINANCING AUTHORITY

**Tuesday, October 22, 2024
7:00 PM — Regular Session**

7:00 PM OPEN SESSION - REGULAR MEETING - COUNCIL CHAMBERS

1. CALL TO ORDER AND ROLL CALL

Mayor Truong called the open session to order at 7:08 p.m.

Councilmembers Present:	Finlay, Kang, Lewis, Schulz, Martin Del Campo, Garcia, Truong
Councilmembers Absent:	None
Staff Present:	Brian Villalobos, City Manager Thai Viet Phan, City Attorney Kristen Petersen, Assistant City Manager / Director of Administrative Services Craig Hensley, Director of Community Development Larry Breceda, Director of Public Safety Services Manuel Enriquez, Director of Parks and Recreation Jason Golding, Planning Manager Annette Juarez, City Clerk Andres Rangel, Assistant to the City Manager Albert Nuñez, Management Analyst Salina Bautista, Permit Technician

2. PLEDGE TO THE FLAG

The flag salute was led by Los Angeles County Assessor, Jeff Prang.

3. ADOPTION OF THE AGENDA

Moved by Councilmember Finlay seconded by Mayor Pro Tem Garcia and carried by the following vote of the City Council to adopt the agenda.

AYES:	KANG, LEWIS, SCHULZ, MARTIN DEL CAMPO, GARCIA, TRUONG
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

4. SPECIAL ITEMS

A. Mayor's Youth Council Update

President Hope Peoples gave an update on recent and upcoming Mayor's Youth Council events.

B. Presentation by the Los Angeles County Assessor's Office

Los Angeles County Assessor Jeff Prang gave an overview of the duties of his office; presented data on median home sales price updates; and highlighted ongoing projects and services being offered by his office.

Public Comment

Neil Furukawa spoke on the user-friendly aspect of the Assessor's website.

C. Foothill Unity Annual Report

Julie Swayze, Director of Advancement provided an overview of Foothill Unity Center, explained their role in the community of Duarte; and shared the various food, social, health, volunteer, and job development services provided.

In response to questions posed by the City Council, clarification was provided on how the organization notifies the community about services that they offer.

D. Public Safety Department Update

Director of Public Safety Services Breceda gave a summary of the decline in part 1 crimes; detailed recent community events public safety assisted with; and explained additional programs the department is focusing on such as neighborhood watch, bike patrols, and community policing.

The City Council commended the Department on actively patrolling certain areas in the city and their responsiveness in giving out homelessness resources.

Director Breceda also shared information on the most recent graduating class of the CERT program.

Discussion ensued regarding future training classes for residents.

Conversation was had regarding the use of electric bikes on the bike path and the possibility of controlling the speed limit of those traveling on said bikes. City Manager Villalobos stated that the Council may adopt a municipal code provision that prohibits electric bikes on the trail and suggested that the idea be presented to the Public Safety Commission first. The City Council concurred and gave the direction to Staff to proceed with the suggestion.

Per questions posed by the City Council, Director Breceda shared the number of captains the neighborhood watch program has.

There was additional conversation regarding Councilmembers becoming block captains for their corresponding neighborhoods and reminding residents that the program is always looking for additional members.

Councilmember Finlay asked to adjourn the meeting in memory of Sharman Warner, longtime community member.

5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

Joanna Gee, Duarte Library, announced upcoming library events.

Assistant to the City Manager Rangel announced upcoming City events.

6. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

Neil Furakawa gave his opinion on dog license fees and their corresponding penalty fees.

Davd Khun with Aris Builders gave a status update on construction of the hotel project, Hawthorne Suites by Wyndham, and praised the Community Development Department for their assistance.

Neil Furukawa spoke about the RCR in Duarte Mesa Tract 22-159.

7. CONSENT CALENDAR

- A. Motion to read all Resolutions and Ordinances presented for consideration by Title only and waive further reading. (CC/HA/FA)
- B. Approval absence(s) of City Councilmember(s) from the City Council meeting.
- C. Approval of Minutes - October 8, 2024 Regular Meeting (CC/HA/FA)
- D. Approval of Warrants - October 22, 2024. (CC/HA/FA)
- E. Receive and File the Monthly Financial Report for August 2024.
- F. Receive and File the Public Safety Department Update.
- G. Approval of a Second Amendment to the Funding Agreement between the City of Duarte and Foothill Unity Center, Inc. in an amount not to exceed \$14,500 for FY 2024-25.
- H. Approval of Homeless Outreach Resources and Collaborative Efforts in North San Gabriel River Area; 1) The following accounts were amended to increase funding: 1205-7781 by \$13,000, 1205-7980 by \$5,000, 1205-7030 by \$5,000, 1205-8030 by \$77,000; 2) The City Manager was authorized to acquire a UTV at a cost of \$55,009.62, meeting the specifications outlined by the LA County Sheriff's Department; 3) The City Manager was authorized to acquire a drone, along with any necessary equipment or software, to meet the goals outlined in this report; 4) The City Manager was authorized to donate the UTV to the LA County Sheriff's Department for use by the Duarte Deputy Special Assignment Team, with the Sheriff's Department absorbing all future liability and costs for the vehicle; and 5) the competitive bidding process was waived under Municipal Code Section 2.36.050(I) since the LA County Sheriff's Department has already conducted purchasing procedures that ensure effective competition among responsible vendors for the UTV acquisition.
- I. The service agreement with Flock Group Inc. was approved for thirteen (13) ALPR camera subscriptions (\$40,800 in the first year, \$39,000 in the second year) and the City Manager was authorized to sign and execute the agreement; 2) It as found that approval of the agreement and

subscription service with Flock Group Inc. is not a “Project” as defined under Section 15378 of the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c)(3), no environmental review is required; and 3) It was found that this agreement is exempt from the competitive bidding process pursuant to Municipal Code Section 2.36.050(f) -when there is only one vendor.

- J. The Notice of Completion: Beardslee Park Restroom Replacement Project, Site Work (24-10) was authorized in the amount of \$164,643; and a budget amendment in the amount of \$164,643 was approved.
- K. Removed from the Consent Calendar for discussion.
- L. Approval of a \$5,400 compensation amount Increase for the Temporary Services Agreement with Retired Annuitant Peggy Diamond to serve as an Interim Recreation Supervisor for the Duarte Senior Center.

Moved by Councilmember Finlay seconded by Councilmember Martin Del Campo and carried by the following vote of the City Council to approve items 7.A-7.J and 7.L of the Consent Calendar.

AYES: FINLAY, KANG, LEWIS, SCHULZ, MARTIN DEL CAMPO, GARCIA, TRUONG
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

K. Red Ribbon Week Proclamation

Mayor Pro Tem Garcia read the proclamation aloud proclaiming October 23-31, 2024 as Red Ribbon Week in the City of Duarte and encourages all citizens of Duarte to participate in drug awareness activities, making a visible statement that we are firmly committed to healthy lives.

Moved by Councilmember Kang seconded by Finlay and carried by the following vote of the City Council to proclaim October 23-31, 2024 as Red Ribbon Week in the City of Duarte.

AYES: FINLAY, KANG, LEWIS, SCHULZ, MARTIN DEL CAMPO, GARCIA, TRUONG
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

9. PUBLIC HEARINGS

A. Municipal Code Amendment (MCA) 24-02 - a City-initiated request to establish an Affordable Housing Overlay Zone by adding Chapter 19.26 to the Duarte Development Code

Planning Manager Golding provided background information on the proposed item that will create an Affordable Housing Overlay Zone per the Housing Element which must be updated every eight years; Chapter 19.26 will be added to the Duarte Development Code, to create the standards for the Affordable Housing Overlay Zone which relates to the properties that were identified in the Housing Element.

Karen Warner from Karen Warner Associates Inc., gave a presentation on the process of incentivizing affordable housing through an Affordable Housing Overlay Zone in Duarte.

In response to questions made by the City Council, Planning Manager Golding explained the buildability challenges to several parcels at opportunity sites.

Discussion ensued regarding the location of low income housing in comparison to its surrounding area, as well as current data on the City's Regional Housing Needs Allocation (RHNA). Conversation was had regarding outreach and the proper process of notifying the community of the project.

Mayor Truong opened the public hearing.

Public Comment

Steve Hernandez expressed concern with the lack of space and questioned the ability to build multiple stories at one of the site locations.

Mark Montgomery sought clarification on how the state will assess the units and compliance with the housing element every eight years.

Planning Manager Golding explained the goals of the overlay and confirmed that they are not requirements, but rather a target that the City is aiming for. He also stated that the zoning is not being changed, the overlay is providing additional variations on what can be allowed on certain properties.

Mayor Truong closed the public hearing.

Further discussion was had regarding the approved housing element, the viability of locations, and the possible impacts on neighbors.

City Attorney Phan explained the process of how the City adopted a housing element and provided clarification on the topic as a whole.

Councilmember Kang recused himself from the item due to his proximity to one of the properties.

Moved by Councilmember Schulz seconded by Councilmember Finlay and carried by the following vote of the City Council to approve Municipal Code Amendment 24-02 by introducing Ordinance No. 927 that will add Chapter 19.26 Affordable Housing Overlay Zone to the Duarte Development Code.

AYES:	FINLAY, LEWIS, SCHULZ, MARTIN DEL CAMPO, GARCIA, TRUONG
NOES:	NONE
ABSTAIN:	KANG
ABSENT:	NONE

10. BUSINESS ITEMS

A. Professional Services Agreement with Western Audio Visual for the Replacement of Audio and Visual Equipment in the City Council Chambers/Community Center

Director of Parks and Recreation Enriquez presented a staff report for an agreement that would replace audio and visual equipment in the Council Chambers / Community Center. In response to questions made by the City Council further information was provided regarding the logistics of the new equipment.

Public Comment:

Jim Kirchner expressed his opinion on the sound system within Council Chambers.

Discussion ensued regarding placement of speakers and sound quality.

Neil Furukawa gave suggestions about removing items near speakers.

Moved by Councilmember Finlay seconded by Councilmember Schulz and carried by the following vote of the City Council to authorize the City Manager to execute this Professional Services Agreement with Western Audio Visua in the amount of \$101,876, plus a fifteen percent contingency, for the replacement of the audio and visual equipment in the City Council Chambers/Community Center.

AYES: FINLAY, LEWIS, SCHULZ, MARTIN DEL CAMPO, GARCIA, TRUONG
NOES: NONE
ABSTAIN: NONE
ABSENT: KANG

B. PEG Fees Assignment Agreement

Assistant City Manager/Director of Administrative Services Petersen presented a staff report which detailed the ability to assign PEG fees to pay for the purchase of audio and visual equipment for the Council Chambers / Community Center. Additional explanation was provided on how the funds are received.

Moved by Councilmember Schulz seconded by Councilmember Finlay and carried by the following vote of the City Council to approve the agreement which assigns the current balance of PEG fees and any future PEG fees as needed to pay for the purchase of audio visual equipment that will be used to broadcast and disseminate government programming to the public.

AYES: FINLAY, LEWIS, SCHULZ, MARTIN DEL CAMPO, GARCIA, TRUONG
NOES: NONE
ABSTAIN: NONE
ABSENT: KANG

11. CONTINUATION OF ORAL COMMUNICATIONS

None.

12. ITEMS FROM CITY COUNCIL/HOUSING AUTHORITY/FINANCING AUTHORITY MEMBERS AND CITY MANAGER/EXECUTIVE DIRECTOR/REPORTS OF MEETINGS ATTENDED PER GOVERNMENT CODE SECTION 53232.3

Director of Public Safety Breceda reported he attended the JPIA Risk Management Educational Forum and the League of California Cities Conference.

City Manager Villalobos provided an update on the meeting he attended with the Rio Hondo San Gabriel River Watershed JPIA.

Councilmember Martin Del Campo reported she attended the Foothill Metro extension meeting.

City Manager Villalobos added that he has met with Metro regarding the TAP-to-Exit program.

Councilmember Schulz reported she attended the SGVCOG meeting and attended a special needs network event.

Councilmember Finlay shared past community events she attended including a Water Revolution seminar, a mobile workshop with SCAG, and also asked that a resident of Royal Oaks be honored for his 100th birthday.

Councilmember Lewis reported he attended the League of California Cities Conference.

Councilmember Kang shared appreciation for the new installation of city signs and also reported he attended the League of California Cities Conference.

Mayor Pro Tem Garcia also thanked Director Hensley for the new signage in the city; reported he attended both the JPIA Forum and the League of California Cities Conference; shared upcoming community events; and asked to adjourn the meeting in memory of Fernando Valenzuela.

Mayor Truong reported he attended the JPIA Forum as well as the League of California Cities Conference and shared upcoming events he plans on attending.

13. ADJOURNMENT

At 9:20 p.m., the City Council adjourned the meeting in honor of Elizabeth Bagwell, Sharman Warner, and Fernando Valenzuela.

Vinh Truong, Mayor

Annette Juarez, City Clerk



City of Duarte

Council Warrant Register By Account By Fund

Payment Dates 10/24/2024 - 11/13/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-1410-7650	PRECISION AERIAL SERVICES I...	Vehicle 2 Repair	5137		819.00
100-1410-7650	PRECISION AERIAL SERVICES I...	Vehicle 2 Perform Annual Inspection	5137		600.00
100-1205-7823	COMCATE SOFTWARE INC	Code/Animal Control Data Base 7/1/24 - 6/30/25	5097		9,601.97
100-1405-7965	SOUTHERN CALIFORNIA EDIS...	New Service @ 1542 Evergreen St (ATP Project)	5080	202118-ATP Cycle 4-Professio...	2,344.58
100-1405-7965	SOUTHERN CALIFORNIA EDIS...	New Service @1742 Central Ave (ATP Project)	5080	202118-ATP Cycle 4-Professio...	2,695.79
100-1610-7618	HOME DEPOT CREDIT SERVICES	SC Fountain Repair	BD25-0491		15.98
100-1605-7736	BEGINNERS EDGE SPORTS TRA...	Instructor Fee-BEST Summer 2024	220307		3,748.50
100-1610-7618	HOME DEPOT CREDIT SERVICES	Return-(Inv #4902134)	BD25-0491		-15.98
100-1610-7652	CHARLES R SIMPSON	Beardslee Park Service Gate Installation	220361		1,600.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	Snack Bar Repairs	BD25-0491		115.32
100-1610-7652	POST ALARM SYSTEMS	City Yard Alarm Repairs	5136		747.69
100-1610-7618	HOME DEPOT CREDIT SERVICES	Teen Ctr Plumbing Repairs	BD25-0491		36.43
100-1610-7652	INX BUILDING MAINTENANCE	Teen Ctr Janitorial Svc...	5115		1,959.21
100-1805-7965	CLIMATEC LLC	FY24 Annual Measurement/Verification Report	220315		8,500.00
100-1610-7652	INX BUILDING MAINTENANCE	SC Cleaning 9/2/2024	5115		142.34
100-1610-7652	INX BUILDING MAINTENANCE	SC Interior/Exterior Window Cleaning	5115		1,320.00
100-1610-7652	INX BUILDING MAINTENANCE	CH Window Cleaning/High Dusting/Blind Cleaning	5115		1,452.00
100-1205-7762	HOME DEPOT CREDIT SERVICES	Parking Pass Kiosk Tools	BD25-0491		127.81
100-1605-7733	BEN RUSHING	SC Vinyl Record Party Entertainment	220357		150.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	Fitness Center Repairs	BD25-0491		36.21
100-1605-7732	HOLLY T SCHERCH	City Picnic Car Show Shirts/Hats	5143	202505/1605-7732-Car Show ...	2,679.08
100-1610-7618	HOME DEPOT CREDIT SERVICES	Event Tools/Supplies	BD25-0491		306.74
100-1610-7618	HOME DEPOT CREDIT SERVICES	FC Supplies/Repairs	BD25-0491		165.17
100-1610-7652	CHARLES R SIMPSON	Beardslee Park Fence Repair	220361		785.00
100-1410-8030	HOME DEPOT CREDIT SERVICES	Small Equipment & Supplies	BD25-0491		242.48
100-1610-7618	HOME DEPOT CREDIT SERVICES	Conduit for Electrical Repairs	BD25-0491		155.60
100-1605-7733	THEODORE SIEGEL	SC Screening/Presentation "Butch Cassidy"	220359		150.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	Beardslee Park Landscape Supplies	BD25-0491	202313/100-1610-7610-Park-...	314.06
100-1610-7618	HOME DEPOT CREDIT SERVICES	Beardslee Park Landscape Project Supplies	BD25-0491	202313/100-1610-7610-Park-...	257.03
100-1015-7686	JONES MAYER	Zero Bail Injunction	220339		397.24
100-1610-7618	HOME DEPOT CREDIT SERVICES	Electrical Repairs	BD25-0491		39.90
100-1610-7618	HOME DEPOT CREDIT SERVICES	Duarte Pk Bldg Plumbing Repair	BD25-0491		35.90
100-1010-7651	SOUTHERN CALIFORNIA NEWS...	Election Legal Advertising 9/2024	5150		1,294.80
100-1010-7670	SOUTHERN CALIFORNIA NEWS...	Legal Advertising 9/2024	5150		2,690.45
100-1405-7800	CHARLES ABBOTT ASSOCIATES...	Building & Safety Services 9/2024	5092		61,720.98
100-1205-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 9/2024	220328		112.00

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100-1205-7781	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 9/2024	220328		105.00
100-1405-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 9/2024	220328		28.00
100-1410-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 9/2024	220328		21.00
100-1205-7780	SAN GABRIEL VALLEY HUMAN...	Animal Shelter Services 10/2024	5142		6,250.00
100-1815-7830	CLOUD CONNECT SOLUTIONS ...	Phone-SD Wan w/VELO/SIP & E911 Bundle 11/2024	5095		1,668.87
100-1015-7684	CIVICA LAW GROUP, APC	1001 Las Lomas Legal 9/2024	5094		2,672.24
100-1015-7684	CIVICA LAW GROUP, APC	1318 Galen St Legal 9/2024	5094		525.00
100-1015-7684	CIVICA LAW GROUP, APC	2352 Rim Rd Legal 9/2024	5094		225.00
100-1015-7684	CIVICA LAW GROUP, APC	General Code Enforcement Legal 9/2024	5094		2,403.88
100-1015-7684	CIVICA LAW GROUP, APC	Mendoza v Duarte (Admin Appeal) Legal 9/2024	5094		571.13
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations Legal 9/2024	5094		6,000.00
100-1610-7652	ACCO ENGINEERED SYSTEMS	Teen Ctr HVAC Service Contract (Quarterly)	5082		1,074.00
100-1610-7652	ACCO ENGINEERED SYSTEMS	Town Ctr HVAC Service Contract (Quarterly)	5082		3,540.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	Park Building Supplies	BD25-0491		494.21
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 11/2024	5153		608.30
100-1815-7821	THE TECHNOLOGY DEPOT INC	Ruckus Cloud Mgmt 11/2024	5153		399.20
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 11/2024	5153		464.20
100-1205-7655	THOMSON REUTERS-WEST P...	EOC Software 9/2024	5154		226.39
100-1810-7660	CMC LIVESCAN & NOTARY SE...	Livescan Services 9/2024	5096		100.00
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Alarm/Camera Monitoring 11/2024	5136		101.13
100-1410-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 9/2024	220365		4,085.57
100-1810-7673	OCCUPATIONAL HEALTH CEN...	Drug Testing NTD 9/25/2024	220347		153.00
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Srvc 9/15/24 - 9/28/24	5085		7,510.32
100-1605-7735	DELONG UNLIMITED SCREEN ...	TC Unity March Shirts	220321		2,571.03
100-1810-7660	CALIFORNIA STATE DEPARTM...	Fingerprint Apps 9/2024	5089		160.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 36 Lease/Maint 10/1/2024 - 10/31/24	BD25-0475		478.95
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 10/1/2024 - 10/31/24	BD25-0475		556.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 10/1/2024 - 10/31/24	BD25-0475		476.29
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 19 Lease/Maint 10/1/2024 - 10/31/24	BD25-0475		446.50
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 10/1/2024 - 10/31/24	BD25-0475		433.48
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 33,34,24,31,25,35 Maint Fees 10/2024	BD25-0475		295.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 20 Lease/Maint 10/1/2024 - 10/31/24	BD25-0475		394.30
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 10/1/2024 - 10/31/24	BD25-0475		566.88
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 10/1/2024 - 10/31/24	BD25-0475		223.12
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 10/1/2024 - 10/31/24	BD25-0475		431.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 10/1/2024 - 10/31/24	BD25-0475		574.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 7 Lease/Maint 10/1/2024 - 10/31/24	BD25-0475		782.73
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 26 Lease/Maint 10/1/2024 - 10/31/24	BD25-0475		847.62
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 6 Lease/Maint 10/1/2024 - 10/31/24	BD25-0475		578.99

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100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 10/1/2024 - 10/31/24	BD25-0475		584.85
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 15 Lease/Maint 10/1/2024 - 10/31/24	BD25-0475		1,086.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 11 Lease/Maint 10/1/2024 - 10/31/24	BD25-0475		702.14
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 10/1/2024 - 10/31/24	BD25-0475		591.64
100-1605-7735	CAPITAL ONE	TC Halloween Decorations/Candy	BD25-0489		83.96
100-1605-7002	PAMELA ROMERO	CPR Stipend	5141		76.92
100-1405-7801	COUNTY OF LOS ANGELES DE...	Industrial Waste Inspections 9/2024	220317		1,153.67
100-1610-7618	HOME DEPOT CREDIT SERVICES	Return-Beardslee Park Project (Inv#7523052)	BD25-0491	202313/100-1610-7610-Park-...	-23.33
100-1610-7652	CHARLES R SIMPSON	Beardslee Park Pedestrian Gate Repair	220361		750.00
100-1610-7636	CINTAS CORPORATION #693	Facility Maintenance Uniforms	5093		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	5093		9.31
100-1605-7732	TERRY QUINTANA	City Picnic Car Show Raffle Prizes	220352	202505/1605-7732-Car Show ...	392.00
100-1020-7712	GOVERNANCE SCIENCES GRO...	Cmty Information & Engagement Tool Subscription	220333		7,900.00
100-1610-8100	IMS REFRIGERATION INC	4FCS Water Filter Cartridge System	5114		430.80
100-1610-8100	IMS REFRIGERATION INC	Space-saving 24" Undercounter Ice Machine	5114		3,518.67
100-1610-8100	IMS REFRIGERATION INC	Delivery, Installation & Removal	5114		675.00
100-1405-7965	LDM ASSOCIATES INC	FY25 Federal Grant Administration 9/2024	5121		300.00
100-1605-7741	CHALLENGER TEAMWEAR	Youth Sports Basketball Jerseys	5091		3,269.65
100-1610-7652	KENNETH L ROGERS	Community Center Carpet Cleaning	220355		500.00
100-1610-7650	CITY OF MONROVIA	Fuel-Facility Maintenance 8/2024	220345		601.75
100-1410-7650	CITY OF MONROVIA	Fuel-Field Services 8/2024	220345		1,238.77
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Recreation 8/2024	220345		211.82
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 8/2024	220345		1,769.39
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 8/2024	220345		6,124.38
100-1405-7650	CITY OF MONROVIA	Fuel-Cmty Development 8/2024	220345		101.09
100-1610-7652	ALBERTOS PLUMBING	ROP Playground Drinking Fountain Repair	5084		752.50
100-1410-7656	DUTHIE ELECTRIC SERVICE CO...	Emergency Generator Semi- Annual Service	5102		372.95
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 10/2024	5105		168.00
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	5148		325.69
100-1810-7980	LOS ANGELES UNIFIED SCHOO...	Bilingual Testing 9/24/2024	220341		90.00
100-2121	RINCON CONSULTANTS INC	Andres Duarte School EIR and PM 9/2024	5140	202424- 100-2121/1433 Crestf..	45,238.80
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	5148		305.06
100-1825-7626	FEDEX	Document Delivery	220329		47.80
100-1205-7614	STAPLES	Office Supplies	5151		249.41
100-1815-7980	MAXTREME INC	PEG Channel Broadcasting Software 1 Year	5126		700.00
100-1610-7618	SIMON EQUIPMENT RENTALS	Scissor Lift Rental (ROP Park Light Repairs)	220360		698.89
100-1205-7780	CALIFORNIA ANIMAL WELFARE..	Emily Lepone Coyote Response Training	220310		25.00
100-1810-7611	SMART & FINAL	CPR Training Snacks & Drinks	5148		227.38
100-1605-7735	SMART & FINAL	TC Snack Bar Supplies	5148		199.63

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100-1605-7733	PUTTERMAN ATHLETICS LLC	PROPCDP-6-Portable Divider Panels (Pkg of 6)	5138		1,018.19
100-1605-7733	PUTTERMAN ATHLETICS LLC	PROPCDP-2 Protatable Divider Panels (2 Nets)	5138		90.00
100-1005-7640	CESAR A GARCIA	JPIA Risk Mgmt Conference Expense Reimbursement	5110		625.53
100-1405-7800	CHARLES ABBOTT ASSOCIATES...	CMD Permit Software Licensing 8/2024 - 7/2025	5092		1,500.00
100-1825-7626	POSTMASTER	CMD Bulk Mailing 10/10/2024	220350		86.21
100-1020-7712	TRIPEPI SMITH & ASSOCIATES	Communication & Social Media Mgmt 10/2024	5156		9,391.00
100-1020-7720	TRIPEPI SMITH & ASSOCIATES	PEG Channel Mgmt Services 10/2024	5156		1,990.00
100-1825-7687	BURRTEC WASTE INDUSTRIES ...	SB1383 Compost Procurement	220309	202425-CalRecycle SB1383-W...	7,568.37
100-1410-7810	Friedrich Enterprises Inc	Las Brisas Sweeping 10/2024	5081		61.00
100-1410-7810	Friedrich Enterprises Inc	Las Posadas Sweeping 10/2024	5081		61.00
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 9/2024	5123		460,322.91
100-1610-7636	CINTAS CORPORATION #693	Facility Maintenance Uniforms	5093		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	5093		9.31
100-1815-7632	OKTA INC	Identity Service Provider 10/31/2024 - 10/30/2025	5131		9,881.23
100-1010-7610	SAN GABRIEL VALLEY CITY M...	Brian Villalobos Monthly Meeting	220358		40.00
100-1610-7652	BRIGHTVIEW LANDSCAPE SER...	Beardslee Park Lanscape & Irrigation Project	5086	202313/100-1610-7652-Parks...	11,421.92
100-1610-7618	GRAINGER	Plumbing Supplies	5111		394.92
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Srvc 9/29/2024 - 10/12/2024	5085		7,510.32
100-1810-7660	KRISTEN PETERSEN	JPIA Risk Mgmt Conference Expense Reimbursement	5134		173.07
100-1605-7980	KATHLEEN DAVIDSON	Parks & Recreation In-Service 11/15/2024	220320		650.00
100-1610-7652	AIR-TRO INC	Public Safety HVAC Routin...	220303		168.00
100-1610-7618	WAXIE SANITARY SUPPLY	Building Maintenance Supplies	5166		960.98
100-1815-7980	THE TECHNOLOGY DEPOT INC	CH Netgear Ethernet Switch for New ActiveNet POS	5153		1,080.00
100-1815-7980	THE TECHNOLOGY DEPOT INC	PS Netgear Ethernet Switch-COAX to Fiber	5153		1,170.00
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Building Maintenance Supplies	5146		1,397.56
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Recycled Paper Supplies	5146		1,521.01
100-1010-7980	ALBERT NUNEZ	Cmty Clean-up Event CERT Volunteers Lunch	5130		36.37
100-1205-7779	ALBERT NUNEZ	Cmty Clean-up Event DART Volunteers Lunch	5130		36.38
100-1005-7640	CESAR A GARCIA	Council Vehicle Allowance	5110		75.00
100-1005-7641	TERA MARTIN DEL CAMPO	Council Vehicle Allowance	5124		75.00
100-1005-7642	MARGARET FINLAY	Council Vehicle Allowance	5107		75.00
100-1005-7643	VINH TRUONG	Council Vehicle Allowance	5157		75.00
100-1005-7644	JODY ERRANDI SCHULZ	Council Vehicle Allowance	5144		75.00
100-1005-7648	SAMUEL KANG	Council Vehicle Allowance	5118		75.00
100-1005-7650	TONEY LEWIS	Council Vehicle Allowance	5122		75.00
100-1205-7787	MVP, LLC	Public Safety Lease	5128		9,221.00
100-1825-7674	MICHAEL TARR	Health Insurance Reimbursement	5152		435.00
100-1825-7674	TERESA RENTERIA	Health Insurance Reimbursement	5139		566.00
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	5090		566.00
100-1825-7674	JOHN FASANA	Health Insurance Reimbursement	5106		435.00
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	5104		435.00

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100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	5087		218.00
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	220308		435.00
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	5119		435.00
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	5113		435.00
100-1815-7965	MAXTREME INC	IT Helpdesk 10/2024	5126		12,500.00
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Tobacco Enforcemen...	5123	202419-Contract Law Enforc...	659.21
100-1405-7980	DLT SOLUTIONS LLC	AutoCAD (3) Annual Subscriptions 11/24/24-11/23/25	5099		3,310.36
100-4302	MICHAEL FUREY	Citation Refund	220331		60.00
100-1605-7736	ANCOM GROUP INC	Instructor Fee-Math Workshop Fall S1	5083		196.00
100-1020-7710	LUDECKE PROPERTY MANAG...	Chamber Lease 11/2024	220342		1,750.00
100-1605-7733	HEULYN REGINA DUMAS-JOH...	SC Sewing Class Instructor Fee	5101		432.00
100-1605-7736	DANCEFIT LLC	Instructor Fee-Baby Ballet/Hip-Hop Fall S1	5098		560.00
100-1605-7730	DUARTE RECREATION PETTY ...	Bread Samples for Dia De Los Muertos Event	220325		11.98
100-1605-7733	DUARTE RECREATION PETTY ...	SC Donuts to Sell at Community Yard Sale	220325		83.00
100-1605-7980	DUARTE RECREATION PETTY ...	FM Staff Meeting Snacks	220325		50.91
100-1820-7771	J D STROPLE	City Yard Storage Trailer Window Replacement	220364	202515CityYard storage trailer..	2,447.00
100-1605-7741	SOUTHERN CALIFORNIA MUN...	Volleyball Team Registration	220363		18.00
100-1610-7636	CINTAS CORPORATION #693	Facility Maintenance Uniforms	5093		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	5093		9.31
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	5148		252.97
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	5148		110.03
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	5148		187.21
100-1605-7733	PACIFIC HEALTH AND WELLNE...	SC Stroke & Thyroid Screening 10/23/2024	220348		750.00
100-1825-7630	QUADIENT LEASING USA INC	CH Postage Machine Lease 11/23/24 - 2/22/25	220351		707.12
100-1605-7980	MIIHM INC	Royal Oaks Trail Bio Clean-up	5127		650.00
100-1610-7652	MARCUS LEON BANKS SR	City Hall Light Pole Repairs	220305		1,465.00
100-1005-7640	CESAR A GARCIA	League of Ca Cities Annual Conference Expenses	5110		65.92
100-1205-7980	CURO MANAGED PRINT PRO...	Toy Drive Yard Signs	220319		168.33
100-1205-7760	FOOTHILL UNITY CENTER	FY25 General Support	220330		14,500.00
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	5109		818.66
100-1825-7630	CANON FINANCIAL SERVICES I...	(2)CH/PS/SC/TC Copier Lease 11/1/24 - 11/30/24	220311		1,741.14
100-1825-7631	CANON FINANCIAL SERVICES I...	(2)CH/PS/SC/TC Copier Maint 9/1/24 - 9/30/24	220311		771.95
100-1825-7631	CANON SOLUTIONS AMERICA ...	Finance Mgr Printer Maint 9/23/24 - 10/22/24	220312		47.07
100-1205-7779	AIDA TORRES	DART Event Expense Reimbursement	5155		362.83
100-1610-7652	CIMA FIRE PROTECTION CO	FS/Transit Fire Extinguisher Service	220314		333.50
100-1610-7652	CIMA FIRE PROTECTION CO	Senior Ctr Fire Extinguisher Service	220314		190.50
100-1610-7652	CIMA FIRE PROTECTION CO	Public Safety Fire Extinguisher Service	220314		148.50
100-1610-7652	CIMA FIRE PROTECTION CO	Town Ctr Fire Exhtinguisher Service	220314		170.00
100-4816	CHRIS PAULL	Class Cancellation Refund	220349		35.00
100-1020-7980	BRANDON EDWARDS	Recycling Program Worker	220327		84.50
100-1020-7980	VIRIDIANA GARCIA	Recycling Program Worker	220332		84.50

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100-1020-7980	ALEXANDRA MEJIA	Recycling Program Worker	220344		84.50
100-1020-7980	DANIELLA MORALES	Recycling Program Worker	220346		84.50
100-2120	JEFFREY GRAHAM	ROP Bldg Rent Deposit Refund 10/20/2024	220334		150.00
100-4408	DUARTE UNIFIED SCHOOL DIS...	SBA/Nextel Lease 10/2024	220326	250004 - Property Rent - Next...	2,001.51
100-4408	DUARTE UNIFIED SCHOOL DIS...	SBA/Nextel Lease 11/2024	220326	250004 - Property Rent - Next...	2,001.51
100-1005-7980	U.S. BANK	DashPass 10/5/2024 - 11/5/2024 (DoorDash)	5163		9.99
100-1010-7610	U.S. BANK	Brian Villalobos JPIA Conf Parking (Renaissance)	5163		12.00
100-1010-7610	U.S. BANK	Brian Villalobos JPIA Conf Hotel (Grand Hyatt)	5163		818.22
100-1010-7610	U.S. BANK	Meeting w/Dr Hillman & R Crosby (Raffi's Catering)	5163		71.00
100-1010-7610	U.S. BANK	Brian Villalobos Mtg W/Greg Endelman (Sushi Fire)	5163		53.31
100-1010-7610	U.S. BANK	City Mgr Dept Meeting 9/26/24 (DoorDash)	5163		101.74
100-1010-7610	U.S. BANK	Brian Villalobos City Mgrs Conf Registration	5163		775.00
100-1010-7612	U.S. BANK	CA City Mgmt Foundation Membership 10/21/24-9/1/25	5163		400.00
100-1010-7612	U.S. BANK	Pasadena Star News Online Subscription	5163		18.00
100-1010-7980	U.S. BANK	Art Ad Hoc Committee Mtg 10/14/24 (Chipotle)	5163		249.87
100-1010-7980	U.S. BANK	Teleprompter Tripod (Amazon)	5163		105.83
100-1010-7980	U.S. BANK	Cmty Clean-up Event 10/18/24 (InstaCart-S&F)	5163		44.89
100-1020-7712	U.S. BANK	Canva Membership	5163		119.40
100-1020-7712	U.S. BANK	City Picnic Ads (Facebook)	5163		97.99
100-1020-7712	U.S. BANK	Spotify Membership	5163		19.99
100-2121	U.S. BANK	DoorDash-McDonalds 9/30/24 (Reimbursed R105956)	5163		15.97
100-2121	U.S. BANK	DoorDash-Donut Man 9/30/24 (Reimbursed R105956)	5163		30.53
100-1405-7610	U.S. BANK	Craig Hensley APA Conference Parking (PCI)	5158		10.00
100-1405-7614	U.S. BANK	Holiday Supplies (Target)	5158		42.06
100-1410-7610	U.S. BANK	Sean McBride Continued Ed for QAC (PAPA)	5158		115.00
100-1410-7610	U.S. BANK	Gerard Batista 2024 MSA Conference Gala Dinner	5158		60.00
100-1605-7733	U.S. BANK	Netflix-Senior Ctr 10/4/24 - 11/3/24	5164		7.74
100-1605-7735	U.S. BANK	Netflix-Teen Ctr 10/4/24 - 11/3/24	5164		7.75
100-1805-7610	U.S. BANK	K Petersen Municipal Finance Institute Airfare	5164		221.20
100-1805-7612	U.S. BANK	Angela Chiaromonte GFOA Dues 11/1/24-10/31/25	5164		150.00
100-1805-7612	U.S. BANK	GAAFR Book (Government Finance Officers)	5164		149.00
100-1805-7614	U.S. BANK	Admin Srvcs (2) Desk Stand Risers (Amazon)	5164		337.34
100-1805-7614	U.S. BANK	Admin Srvcs Keurig Coffee Maker (Amazon)	5164		151.02
100-1805-7614	U.S. BANK	2024 Tax Forms-W2s/1095Cs (Forms fulfillment)	5164		243.30
100-1805-7614	U.S. BANK	Admin Srvcs Office Supplies (Amazon)	5164		45.68
100-1805-7965	U.S. BANK	STR Trend Report Q3 2024 (STR.com)	5164		660.00

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1805-7980	U.S. BANK	Staff Meeting Refreshments (Starbucks)	5164		38.00
100-1810-7610	U.S. BANK	Kristen Petersen HR Mtg w/Staff (Lord Empanada)	5164		59.93
100-1810-7610	U.S. BANK	K Petersen CJPIA Conf Transportation (Enterprise)	5164		193.17
100-1810-7610	U.S. BANK	Kristen Petersen CJPIA Conf Hotel (Renaissance)	5164		1,122.93
100-1810-7610	U.S. BANK	Kristen Petersen CALPERLA Conf Airfare (United)	5164		500.10
100-1810-7610	U.S. BANK	Kristen Petersen CJPIA Conf Fuel (Chevron)	5164		81.56
100-1810-7611	U.S. BANK	CPR/First Aid Training Lunch (Panera Bread)	5164		860.90
100-1810-7614	U.S. BANK	HR Office Supplies (Amazon)	5164		71.83
100-1815-7632	U.S. BANK	Finance Webinar 10/7/24 - 11/6/24 (Zoom)	5164		80.00
100-1815-7632	U.S. BANK	Accessduarte.online Renewal 1 Yr (NetworkSolution)	5164		74.15
100-1815-7632	U.S. BANK	Adobe Creative Cloud/Acrobat 10/13/24 - 11/12/24	5164		849.68
100-2123	U.S. BANK	Special Event Insurance Q3 2024 (Alliant Ins)	5164		870.00
100-1020-7716	U.S. BANK	Veterans Day CSArts Gfit (Amazon)	5159		50.00
100-1020-7716	U.S. BANK	Veterans Day Speaker Gift (NFLshop.com)	5159		59.69
100-1205-7655	U.S. BANK	(7) Lifeguard Certifications (American Red Cross)	5159		322.00
100-1205-7655	U.S. BANK	Learn-to-Swim Facility Registration (AmerRedCross)	5159		650.00
100-1605-7610	U.S. BANK	Meeting Snacks (Sweet Nothings Cake)	5159		17.70
100-1605-7610	U.S. BANK	New Employee Meeting (Cafe Cultura)	5159		51.36
100-1605-7610	U.S. BANK	Manuel Enriquez JPIA Conf Dinner/Coffee	5159		77.74
100-1605-7612	U.S. BANK	RETURN-Kelly Barne CPRS Membershop (Duplicate)	5159		-165.00
100-1605-7614	U.S. BANK	Staff Calendar (Amazon)	5159		11.00
100-1605-7614	U.S. BANK	Dept Batteries (Amazon)	5159		18.11
100-1605-7614	U.S. BANK	Office Supplies (Staples)	5159		42.36
100-1605-7614	U.S. BANK	Office Supplies/Staff Welcome Box (Walmart)	5159		54.73
100-1605-7614	U.S. BANK	String Lights (Amazon)	5159		9.36
100-1605-7650	U.S. BANK	City Vehicle Car Wash (Route 66 Carwash)	5159		39.95
100-1605-7730	U.S. BANK	Special Event Bags (LTD Commodities)	5159		37.05
100-1605-7730	U.S. BANK	Dia De Los Muertos Supplies (Winner Party)	5159		103.39
100-1605-7730	U.S. BANK	Halloween Howl Snacks (California Snack Food)	5159		833.00
100-1605-7730	U.S. BANK	Halloween Howl Supplies (Costco)	5159		573.10
100-1605-7730	U.S. BANK	CREDIT-Bag Fee (Target)	5159		-0.40
100-1605-7730	U.S. BANK	CREDIT-Bag Fee (Target)	5159		-0.30
100-1605-7730	U.S. BANK	Halloween Events Gift Cards (Amazon)	5159		400.00
100-1605-7730	U.S. BANK	Halloween Supplies (Dollar Tree)	5159		5.51
100-1605-7730	U.S. BANK	Halloween Howl Supplies (Sam's Club)	5159		365.75

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7730	U.S. BANK	Halloween Howl Even Supplies (Target)	5159		99.98
100-1605-7730	U.S. BANK	Halloween Costume Contest Winner Prizes (Target)	5159		317.24
100-1605-7730	U.S. BANK	Halloween Costume Contest Winner Prizes (Amazon)	5159		285.99
100-1605-7732	U.S. BANK	RETURN-City Picnic Banners (Amazon)	5159		-396.72
100-1605-7733	U.S. BANK	SC Yoga Mat (Amazon)	5159		44.09
100-1605-7733	U.S. BANK	Sandra Pasillas Last Day Cake (Costco)	5159		74.97
100-1605-7733	U.S. BANK	SC Calendar/Special Event Mints (Amazon)	5159		37.48
100-1605-7733	U.S. BANK	Hamilton Excursion Emergency (Uber)	5159		52.91
100-1605-7733	U.S. BANK	SC Wellness Expo Raffle Prizes (Amazon)	5159		82.10
100-1605-7733	U.S. BANK	Senior Ctr Paper (Amazon)	5159		50.70
100-1605-7733	U.S. BANK	SC Cables (Monoprice)	5159		62.81
100-1605-7733	U.S. BANK	SC Balloons (Amazon)	5159		54.61
100-1605-7733	U.S. BANK	SC Wellness Expo Raffle Prizes (Amazon)	5159		200.04
100-1605-7733	U.S. BANK	SC Gingerbread Houses/Index Cards (Amazon)	5159		244.70
100-1605-7733	U.S. BANK	SC Wellness Expo (Acai Bar)	5159		1,178.82
100-1605-7734	U.S. BANK	FC Floating Pumpkin Patch Snacks (CA Snack Foods)	5159		122.00
100-1605-7734	U.S. BANK	FC Shelf/Post Its/Correction Tape (Amazon)	5159		91.74
100-1605-7734	U.S. BANK	Halloween Howl Event Supplies (Amazon)	5159		207.16
100-1605-7734	U.S. BANK	FC Floating Pumpkin Patch Supplies (Amazon)	5159		336.73
100-1605-7734	U.S. BANK	FC Floating Pumpkin Patch Storage Bins (Walmart)	5159		69.23
100-1605-7734	U.S. BANK	FC Floating Pumpkin Patch Supplies (Amazon)	5159		93.12
100-1605-7734	U.S. BANK	Floating Pumpkin Patch Supplies/Giveaways (Walmart)	5159		146.04
100-1605-7734	U.S. BANK	FC Shelf/Drawer Organizer (Amazon)	5159		92.59
100-1605-7734	U.S. BANK	FC File Box (Amazon)	5159		18.72
100-1605-7734	U.S. BANK	FC Highlighters (Amazon)	5159		18.02
100-1605-7734	U.S. BANK	Floating Pumpkin Patch Arts & Crafts (Walmart)	5159		57.29
100-1605-7734	U.S. BANK	FC Dry Erase Markers (Amazon)	5159		4.93
100-1605-7735	U.S. BANK	TC Batteries/Paint (Amazon)	5159		65.95
100-1605-7735	U.S. BANK	TC Unity March Speaker Gift Card (Amazon)	5159		100.00
100-1605-7735	U.S. BANK	CHYLL Program Park Clean-up (Little Caesars)	5159		46.47
100-1605-7735	U.S. BANK	TC Speaker (Amazon)	5159		197.35
100-1605-7735	U.S. BANK	TC Family Feud Buzzer (Amazon)	5159		21.82
100-1605-7735	U.S. BANK	TC Family Feud Gift Cards (Amazon)	5159		60.00
100-1605-7737	U.S. BANK	Rt 66 Tour Excursion Lunch (Casa Jimenez)	5159		641.15
100-1605-7738	U.S. BANK	TC Trip 10/25/24 Tickets (Six Flags Magic Mtn)	5159		1,394.00
100-1605-7740	U.S. BANK	CREDIT-Overcharge (Tracfone)	5159		-42.81
100-1605-7745	U.S. BANK	TC Boxing Hand Wraps (Amazon)	5159		89.28

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7980	U.S. BANK	Staff Appreciation Meeting (Starbucks)	5159		13.65
100-1605-7980	U.S. BANK	Staff Meeting Coffee (Starbucks)	5159		22.90
100-1605-7980	U.S. BANK	Rec Dept Halloween Supplies (Walmart)	5159		57.50
100-1605-7980	U.S. BANK	Staff Appreciation Supplies (Hobby Lobby)	5159		23.47
100-1605-7980	U.S. BANK	RETURN-Halloween Carving Kits (Walmart)	5159		-21.92
100-1610-7616	U.S. BANK	Pool & Safety Equipment (The Lifeguard Store)	5159		1,359.57
100-1610-7618	U.S. BANK	Fitness Ctr Cables (Amazon)	5159		122.06
100-1610-7618	U.S. BANK	Parks & Rec PA Cables (SP BYFP Pro)	5159		290.77
100-1610-7618	U.S. BANK	Parks & Rec PA Cell Phone Cords (Amazon)	5159		28.83
100-1810-7980	U.S. BANK	Pumpkin Carving Contest Dessert (Susie's Cakes)	5159		35.86
100-1810-7980	U.S. BANK	Halloween Pumpkin Decorating Contest (Wingstop)	5159		204.76
100-1810-7980	U.S. BANK	Halloween Decorating Contest Treats (Target)	5159		65.20
100-1205-7610	U.S. BANK	Larry Breceda JPIA Conf Parking (Renaissance)	5162		12.00
100-1205-7610	U.S. BANK	Prosecuter Update Mtg w/M Silver/Brian V (OSF)	5162		120.27
100-1205-7610	U.S. BANK	Larry Breceda JPIA Conf Hotel (Embassy Suites)	5162		422.52
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	5162		15.41
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	5162		19.42
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	5162		25.22
100-1205-7614	U.S. BANK	Office Supplies (Target)	5162		30.88
100-1205-7615	U.S. BANK	EOC Radio Ear Pieces (Amazon)	5162		99.21
100-1205-7636	U.S. BANK	Larry Breceda Uniform Boots (Amazon)	5162		81.15
100-1205-7655	U.S. BANK	EOC Scheduling Software User Add (Sling)	5162		17.68
100-1205-7779	U.S. BANK	DART Event10/18/24 Dinner (Sweet Basil Pizza)	5162		109.06
100-1205-7779	U.S. BANK	Dart Event 10/18/24 Supplies (Walmart)	5162		99.23
100-1205-7779	U.S. BANK	DART Event10/18/24 Prize (Target)	5162		10.00
100-1205-7779	U.S. BANK	Public Safety Intern Uniform (FSP Designs)	5162		168.45
100-1205-7779	U.S. BANK	Halloween Contest Starbucks Gift Card (Target)	5162		20.00
100-1205-7779	U.S. BANK	DART Member Sport Uniform (Amazon)	5162		28.65
100-1205-7783	U.S. BANK	A-Team Supplies (Amazon)	5162		88.19
100-1205-7783	U.S. BANK	A-Team Spo-Cha Party 11/8/2024 (Round 1 Bowling)	5162		489.86
100-1205-7783	U.S. BANK	A-Team Spo-Cha Party 10/29/2024 (Round 1 Bowling)	5162		433.86
100-1205-7980	U.S. BANK	PS Office Halloween Supplies (Walmart)	5162		74.12
100-1205-7980	U.S. BANK	Parks & Rec Contest Supplies (Walmart)	5162		57.86
100-1205-7980	U.S. BANK	PS Halloween Pumpkin Contest (Smart & Final)	5162		49.90
100-1205-7980	U.S. BANK	General Public Halloween Candy (Target)	5162		42.76

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1205-7980	U.S. BANK	Red Ribbon Week Event Supplies (Traget)	5162		33.57
100-1205-7980	U.S. BANK	Red Ribbon Week Event Supplies (Dollar Tree)	5162		20.67
100-1205-7980	U.S. BANK	Probation Search Operation Donuts (A&P Donuts)	5162		18.25
100-1205-7980	U.S. BANK	LARICS Training Food 10/1/24 (Cook's Tortas)	5162		128.28
100-1205-7980	U.S. BANK	College Intern Interview Panel Food (Max's)	5162		111.40
100-1205-7980	U.S. BANK	Deputy Moreno Arrest of the Month GC (Target)	5162		25.00
100-1205-7980	REYNA E DIAZ	Red Ribbon Week Event Lunch	220323		250.00
100-1825-7613	GRAND PRINTING INC	Envelopes/Business Cards	220335		1,397.53
100-1610-7652	INX BUILDING MAINTENANCE	SC Cleaning 10/27/24	5115		142.34
100-1605-7730	CURO MANAGED PRINT PRO...	Halloween Howl Signage	220319		171.28
100-1020-7716	CURO MANAGED PRINT PRO...	Veteran's Day Event Signage	220319		516.13
100-1605-7730	CURO MANAGED PRINT PRO...	Home Decorating Winner Signage	220319		114.89
100-1205-7980	DUARTE PUBLIC SAFETY PETTY...	Office Water	220324		51.75
100-1205-7980	DUARTE PUBLIC SAFETY PETTY...	Meeting Supplies	220324		63.03
100-1610-7616	CHALLENGER TEAMWEAR	2024 Winter Staff Jackets	5091		1,575.24
100-1605-7730	JAG ENDEAVORS LLC	Halloween Howl Staff Shirts	220338		524.50
100-1805-7610	CSMFO	Angela Chiaromonte SGV Chapter Mtg 12/3/24	220318		80.00
100-1610-7618	WAXIE SANITARY SUPPLY	Graffiti Remover	5166		140.46
100-1805-7965	HDL COREN & CONE	Property Tax Srvcs October - December 2024	5112		3,551.91
100-1410-7650	ROYAL TRUCK BODY	Vehicle 15 Repair/Service	220356		586.39
100-1205-7762	CALE AMERICA INC	WTP Fees 10/2024	5088		85.71
100-1205-7650	WALLACE SIGN COMPANY	Vehicle 17 Decal	5165		57.40
100-1410-7650	WALLACE SIGN COMPANY	Vehicle 3 Decal	5165		57.39
100-1605-7650	WALLACE SIGN COMPANY	Vehicle 29 Decal	5165		57.40
100-1605-7735	SMART & FINAL	TC Dodger Day Food	5148		36.43
100-2122	MARIO GARCIA RIVERA	Business License Refund	220354		4.00
100-4004	MARIO GARCIA RIVERA	Business License Refund	220354		76.50
100-2120	PFA SPORTS LLC	FY24 Sports Field Rent Deposit Refund	5135		100.00
100-2126	DUARTE HILLS LLC	Const/Demo Deposit Refund (Pmt#2022-082)	5100		30,000.00
100-1020-7716	CARLOS MARTINEZ	Veteran's Day Tent & Chair Rental	220343		400.00
100-1010-7610	FRANCES JIMENEZ	Municipal Clerks Institute Expense Reimbursement	5117		261.56
100-4808	CRISTINA REYES	Adult Swim Refund	220353		56.00
100-4807	DANIEL KIM	Fitness Ctr Membership Refund	220340		120.00
100-2124	DOMINIQUE DIAZ	Gazebo Rent Deposit Refund	220322		50.00
100-1605-7733	ABRAHAM MARTINEZ	SC Thanksgiving Entertainment	5125		600.00
100-1815-7980	THE TECHNOLOGY DEPOT INC	SC Phone Repair	5153		37.50
100-1205-8030	BRYAN ARIIZUMI	Drone Maneuvers Training Reimbursement	220304	202513/100-1205-8030-Other...	159.00
100-1610-7617	SCP DISTRIBUTORS LLC	PH & Chlorine Test Tablets	5145		401.79
100-2124	RUDY CASTANEDA	Gazebo Refund (Rain Cancellation)	220313		50.00
100-4406	RUDY CASTANEDA	Gazebo Refund (Rain Cancellation)	220313		75.00
100-2120	DORIS HAN	CC Rent Deposit Refund 10/26/24	220336		100.00
100-1610-7652	ALBERTO R PEREZ	Weekly Aquatic Maintenance of Duarte Pools 10/2024	5133		1,950.00
100-1610-7652	ALBERTO R PEREZ	Comp Pool Edge & No Diving Tile Replacement	5133		830.30

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100-1020-7724	SOUTHERN CALIFORNIA EDIS...	PO Pkg Lot Lease 11/01/2024 - 1/31/2025	5149		2,420.78
100-1605-7730	MANUEL ENRIQUEZ	Dia de los Muertos Event Mariachi Performers	5103		600.00
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 11/1/2024 - 11/30/2024	BD25-0494		552.20
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 11/1/2024 - 11/30/2024	BD25-0493		565.20
100-1410-7610	GERARD BATISTA	MSA Annual Conference Expense Reimbursement	220306		847.71
100-4004	PAN AMERICAN PROPERTIES	Partial (9 Mo) Business License Refund	5132		309.00
Fund 100 - GENERAL FUND Total:					895,644.52
Fund: 220 - GAS TAX FUN					
220-2210-7890	COUNTY OF LOS ANGELES DE...	Buena Vista Traffic Signal Maintenance 9/2024	220317		134.78
220-2210-7890	COUNTY OF LOS ANGELES DE...	Buena Vista/Evergreen TS Maintenance 9/2024	220317		387.21
220-2210-7890	COUNTY OF LOS ANGELES DE...	Traffic Signal Maintenance 9/2024	220317		3,264.92
220-2210-7813	JCL TRAFFIC SERVICES	Parking Signs (Near The Huntington)	5116		175.30
220-2205-8100	SITE DESIGN STUDIO INC	Highland Ave Promenade Landscape 9/4/24 - 10/20/24	5147	202106-2205-8100-Highland P...	6,500.00
Fund 220 - GAS TAX FUN Total:					10,462.21
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2410-7662	COUNTY OF LOS ANGELES AGR..	Parks Gopher Control 8/2024	220316		336.69
240-2405-7890	COUNTY OF LOS ANGELES DE...	KITS Monitor TMC Report 9/2024	220317		1,530.85
240-2426-7810	Friedrich Enterprises Inc	Grocery Outlet Ctr Sweeping 10/2024	5081		784.00
240-2410-7888	LANDSCAPE WAREHOUSE III	Citywide Irrigation Repairs	5120		287.25
240-2410-7888	SOUTHEAST CONSTRUCTION ...	TC Landscape Drain Repair	220362		164.22
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					3,103.01
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
260-2605-7965	LDM ASSOCIATES INC	FY25 CDBG ADA Curb Ramps Project 9/2024	5121	202511-Professional Svcs-ADA...	600.00
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					600.00
Fund: 270 - PAEG - PUBLIC ACCESS					
270-2705-8100	THE TECHNOLOGY DEPOT INC	PEG Channel Support	5153		540.00
Fund 270 - PAEG - PUBLIC ACCESS Total:					540.00
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
290-2905-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 9/2024	5123		11,941.67
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					11,941.67
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 35 Lease 10/1/2024 - 10/31/24	BD25-0475		682.06
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease 10/1/2024 - 10/31/24	BD25-0475		428.96
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease 10/1/2024 - 10/31/24	BD25-0475		492.21
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 25 Lease 10/1/2024 - 10/31/24	BD25-0475		488.87
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 33 Lease 10/1/2024 - 10/31/24	BD25-0475		441.43
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Lease 10/1/2024 - 10/31/24	BD25-0475		567.93
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					3,101.46

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Fund: 400 - PARK DEVELOPMENT GRANT FUND					
400-4005-7965	NATURE FOR ALL	Fish Canyon Trail Restoration Q3 2024	5129	202214-Exp-Fish Cyn Trail Res...	1,330.65
Fund 400 - PARK DEVELOPMENT GRANT FUND Total:					1,330.65
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 9/2024	220328		28.00
440-4405-8013	FOOTHILL TRANSIT	67th Installment of 3rd Bus 10/2024	5108		3,887.05
440-4405-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 9/2024	220365		384.52
440-4405-7980	SUPERIOR PROPERTY SERVICE...	Bus Stop Pressure Washing 9/6/2024	220365		453.75
440-4405-7673	OCCUPATIONAL HEALTH CEN...	Drug Testing 10/9/2024	220347		120.00
440-4405-7788	INLAND EMPIRE STAGES LTD	High Desert Tour Excursion Transportation 10/16/24	220337		1,796.54
440-4405-7960	FOOTHILL TRANSIT	Duarte Local Service 9/2024	5108		18,425.20
440-5004	FOOTHILL TRANSIT	Duarte Local Service 9/2024	5108		-756.83
440-4405-7610	U.S. BANK	Erwin Mendez Ca Transit Association Conference	5164		750.00
Fund 440 - PROPOSITION A TRANSIT FUND Total:					25,088.23
Fund: 460 - PROPOSITION C TRANSIT FUND					
460-4605-8013	FOOTHILL TRANSIT	67th Installment of 3rd Bus 10/2024	5108		3,180.31
460-4605-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 9/2024	220365		336.46
460-4605-7980	SUPERIOR PROPERTY SERVICE...	Bus Stop Pressure Washing 9/6/2024	220365		371.25
460-4605-7650	CITY OF MONROVIA	Fuel-Transportation Dept 8/2024	220345		426.83
460-4605-7960	FOOTHILL TRANSIT	Duarte Local Service 9/2024	5108		15,075.17
460-5004	FOOTHILL TRANSIT	Duarte Local Service 9/2024	5108		-619.22
Fund 460 - PROPOSITION C TRANSIT FUND Total:					18,770.80
Grand Total:					970,582.55

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	895,644.52
220 - GAS TAX FUN	10,462.21
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	3,103.01
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	600.00
270 - PAEG - PUBLIC ACCESS	540.00
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	11,941.67
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	3,101.46
400 - PARK DEVELOPMENT GRANT FUND	1,330.65
440 - PROPOSITION A TRANSIT FUND	25,088.23
460 - PROPOSITION C TRANSIT FUND	18,770.80
Grand Total:	970,582.55

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	766.45
100-1005-7641	Travel & Exp - Martin Del...	75.00
100-1005-7642	Travel & Exp - Finlay	75.00
100-1005-7643	Travel & Exp - Truong	75.00
100-1005-7644	Travel & Exp - Schulz	75.00
100-1005-7648	Travel & Exp - Kang	75.00
100-1005-7650	Travel & Exp - Lewis	75.00
100-1005-7980	Other Expenses	9.99
100-1010-7610	Travel, Mtgs & Conf	2,132.83
100-1010-7612	Publications and Dues	418.00
100-1010-7651	Election Services	1,294.80
100-1010-7670	Legal Notices	2,690.45
100-1010-7980	Other Expenses	436.96
100-1015-7684	Code Enforcement Legal	12,397.25
100-1015-7686	Other Legal Services	397.24
100-1020-7710	Chamber Of Commerce	1,750.00
100-1020-7712	Community Information ...	17,528.38
100-1020-7716	Special Community Even...	1,025.82
100-1020-7720	DCTV	1,990.00
100-1020-7724	Post Office Parking	2,420.78
100-1020-7980	Other Expenses	338.00
100-1205-7610	Travel, Mtgs & Conf	554.79
100-1205-7614	Office Supplies	340.34
100-1205-7615	Emergency Supplies	99.21
100-1205-7636	Uniforms	81.15
100-1205-7650	Vehicle Maintenance	1,938.79
100-1205-7655	Emergency Services	1,216.07
100-1205-7760	Homeless Outreach Prog...	14,500.00
100-1205-7762	Parking Pass Kiosk Costs	213.52
100-1205-7779	Youth Programs	834.60
100-1205-7780	Animal Control	6,275.00
100-1205-7781	Contract Law Enforceme...	467,211.50
100-1205-7782	Crossing Guard Contract...	15,020.64
100-1205-7783	A-Team Program	1,011.91
100-1205-7787	Public Safety Cntr Lease	9,221.00
100-1205-7823	Code/Animal Control Da...	9,601.97
100-1205-7980	Other Expenses	1,094.92
100-1205-8030	Other Equipment	159.00
100-1405-7610	Travel, Mtgs & Conf	10.00
100-1405-7614	Office Supplies	42.06
100-1405-7650	Vehicle Maintenance	129.09
100-1405-7800	Building Department Ser...	64,338.38
100-1405-7801	Industrial Waste Inspect...	1,153.67

Account Summary

Account Number	Account Name	Payment Amount
100-1405-7965	Professional Services	5,340.37
100-1405-7980	Other Expenses	3,310.36
100-1410-7610	Travel, Mtgs & Conf	1,022.71
100-1410-7650	Vehicle Maintenance	3,322.55
100-1410-7656	Emergency Generator	372.95
100-1410-7810	Street Sweeping	122.00
100-1410-7814	Graffiti Removal	4,085.57
100-1410-8030	Other Equipment (Capita...	242.48
100-1605-7002	Regular Salaries	76.92
100-1605-7610	Travel, Mtgs & Conf	146.80
100-1605-7612	Publications and Dues	-165.00
100-1605-7614	Office Supplies	135.56
100-1605-7650	Vehicle Maintenance	309.17
100-1605-7730	Special Events	4,442.96
100-1605-7732	City Picnic	2,674.36
100-1605-7733	Senior Center	6,109.40
100-1605-7734	Fitness Center	1,257.57
100-1605-7735	Teen Center	3,390.39
100-1605-7736	Youth & Adult Recreatio...	4,504.50
100-1605-7737	Adult Excursions	641.15
100-1605-7738	Teen Excursions	1,394.00
100-1605-7740	Day Camps	-42.81
100-1605-7741	Sports/Playground Progr...	3,287.65
100-1605-7745	Boxing Program	89.28
100-1605-7980	Other Expenses	1,446.51
100-1610-7616	Pool Supplies	2,934.81
100-1610-7617	Pool Chemicals	1,220.45
100-1610-7618	Building Supplies	7,924.44
100-1610-7636	Uniforms	77.07
100-1610-7650	Vehicle Maintenance	601.75
100-1610-7652	Building Maint Services	31,739.86
100-1610-8100	Other Capital Improvem...	4,624.47
100-1805-7610	Travel, Mtgs & Conf	301.20
100-1805-7612	Publications and Dues	299.00
100-1805-7614	Office Supplies	777.34
100-1805-7965	Professional Services	12,711.91
100-1805-7980	Other Expenses	38.00
100-1810-7610	Travel, Mtgs & Conf	1,957.69
100-1810-7611	Training	1,088.28
100-1810-7614	Office Supplies	71.83
100-1810-7660	Other Services	433.07
100-1810-7673	Physical Exams	153.00
100-1810-7980	Other Expenses	395.82
100-1815-7632	Software	10,885.06
100-1815-7821	Network & Internet Serv...	1,007.50
100-1815-7830	Telephone Services	2,133.07
100-1815-7965	Professional Services	12,500.00
100-1815-7980	Other Expenses	2,987.50
100-1820-7771	Repair Of City Property	2,447.00
100-1825-7613	Duplications And Photos	1,397.53
100-1825-7626	Postage	134.01
100-1825-7630	Equipment Lease	2,448.26
100-1825-7631	Equipment Maintenance	819.02
100-1825-7674	Retiree Health Insurance	3,960.00
100-1825-7687	Waste Mgmt Services	7,568.37
100-1830-8100	Vehicle Replacement (C...	10,051.43
100-2120	Refundable Deposits	350.00
100-2121	Pass Through Deposits	45,285.30

Account Summary

Account Number	Account Name	Payment Amount
100-2122	Disability Access & Educ ...	4.00
100-2123	Special Event Insurance ...	870.00
100-2124	Gazebo Refundable Dep...	100.00
100-2126	Construction and Demoli...	30,000.00
100-4004	Business License Tax	385.50
100-4302	Parking Citations	60.00
100-4406	Restroom & Gazebo Ren...	75.00
100-4408	Property Rental	4,003.02
100-4807	Health Membership Fees	120.00
100-4808	Swim Lesson Fees	56.00
100-4816	Senior Recreation Class ...	35.00
220-2205-8100	Other Capital Improvem...	6,500.00
220-2210-7813	Regulatory Signs	175.30
220-2210-7890	Repairs-Traffic Signal	3,786.91
240-2405-7890	Repairs-Traffic Signal	1,530.85
240-2410-7662	Other Serv-Citywide	336.69
240-2410-7888	Repairs-Citywide	451.47
240-2426-7810	Street Sweeping	784.00
260-2605-7965	Professional Services	600.00
270-2705-8100	Other Capital Improvem...	540.00
290-2905-7781	Contract Law Enforceme...	11,941.67
320-3205-8013	Vehicles (Capital)	3,101.46
400-4005-7965	Professional Services	1,330.65
440-4405-7610	Travel, Mtgs & Conf	750.00
440-4405-7650	Vehicle Maintenance	28.00
440-4405-7673	Physical Exams	120.00
440-4405-7788	Shuttle Services	1,796.54
440-4405-7814	Graffiti Removal	384.52
440-4405-7960	Foothill Transit Operatio...	18,425.20
440-4405-7980	Other Expenses	453.75
440-4405-8013	Vehicles (Capital)	3,887.05
440-5004	Other Revenue	-756.83
460-4605-7650	Vehicle Maintenance	426.83
460-4605-7814	Graffiti Removal	336.46
460-4605-7960	Foothill Tranist Operatio...	15,075.17
460-4605-7980	Other Expenses	371.25
460-4605-8013	Vehicles (Capital)	3,180.31
460-5004	Other Revenue	-619.22
Grand Total:		970,582.55

Project Account Summary

Project Account Key	Payment Amount
None	881,995.37
202106-2205-8100-Highland Promenade Measure M	6,500.00
202118-ATP Cycle 4-Professional Svcs	5,040.37
202214-Exp-Fish Cyn Trail Restoration/Access Plan	1,330.65
202313/100-1610-7610-Park-Building Supplies	547.76
202313/100-1610-7652-Parks-Building Maint Svcs	11,421.92
202419-Contract Law Enforcement-Tobacco Grant	659.21
202424- 100-2121/1433 Crestfield(Andres Duarte)	45,238.80
202425-CalRecycle SB1383-Waste Mgmt Svcs-FY25	7,568.37
202505/1605-7732-Car Show Registration-City Picnic	3,071.08
202511-Professional Svcs-ADA Curb Ramps	600.00
202513/100-1205-8030-Other Equip-River Bed Grant	159.00
202515CityYard storage trailer/mezzanine vandalism	2,447.00
250004 - Property Rent - Nextel Rent (Otis Gordon)	4,003.02
Grand Total:	970,582.55



City of Duarte

Council Warrant Register By Vendor By Fund

Payment Dates 10/24/2024 - 11/13/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 5706 - ABRAHAM MARTINEZ					
100-1605-7733	ABRAHAM MARTINEZ	SC Thanksgiving Entertainment	2024-011		600.00
Vendor 5706 - ABRAHAM MARTINEZ Total:					600.00
Vendor: 5086 - ACCO ENGINEERED SYSTEMS					
100-1610-7652	ACCO ENGINEERED SYSTEMS	Teen Ctr HVAC Service Contract (Quarterly)	20610791		1,074.00
100-1610-7652	ACCO ENGINEERED SYSTEMS	Town Ctr HVAC Service Contract (Quarterly)	20610792		3,540.00
Vendor 5086 - ACCO ENGINEERED SYSTEMS Total:					4,614.00
Vendor: 1388 - AIDA TORRES					
100-1205-7779	AIDA TORRES	DART Event Expense Reimbursement	10/9/24-10/11/2024		362.83
Vendor 1388 - AIDA TORRES Total:					362.83
Vendor: 2061 - AIR-TRO INC					
100-1610-7652	AIR-TRO INC	Public Safety HVAC Routin...	449704		168.00
Vendor 2061 - AIR-TRO INC Total:					168.00
Vendor: 6449 - ALBERT NUNEZ					
100-1010-7980	ALBERT NUNEZ	Cmty Clean-up Event CERT Volunteers Lunch	10/19/2024		36.37
100-1205-7779	ALBERT NUNEZ	Cmty Clean-up Event DART Volunteers Lunch	10/19/2024		36.38
Vendor 6449 - ALBERT NUNEZ Total:					72.75
Vendor: 6588 - ALBERTO R PEREZ					
100-1610-7652	ALBERTO R PEREZ	Weekly Aquatic Maintenance of Duarte Pools 10/2024	2493		1,950.00
100-1610-7652	ALBERTO R PEREZ	Comp Pool Edge & No Diving Tile Replacement	2494		830.30
Vendor 6588 - ALBERTO R PEREZ Total:					2,780.30
Vendor: 5561 - ALBERTOS PLUMBING					
100-1610-7652	ALBERTOS PLUMBING	ROP Playground Drinking Fountain Repair	682061		752.50
Vendor 5561 - ALBERTOS PLUMBING Total:					752.50
Vendor: 6556 - ALEXANDRA MEJIA					
100-1020-7980	ALEXANDRA MEJIA	Recycling Program Worker	5/18/2024		84.50
Vendor 6556 - ALEXANDRA MEJIA Total:					84.50
Vendor: 6117 - ALL CITY MANAGEMENT SERVICE INC					
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Srvc 9/15/24 - 9/28/24	95934		7,510.32
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Srvc 9/29/2024 - 10/12/2024	96343		7,510.32
Vendor 6117 - ALL CITY MANAGEMENT SERVICE INC Total:					15,020.64
Vendor: 4645 - ANCOM GROUP INC					
100-1605-7736	ANCOM GROUP INC	Instructor Fee-Math Workshop Fall S1	FL24-1		196.00
Vendor 4645 - ANCOM GROUP INC Total:					196.00
Vendor: 5760 - BEGINNERS EDGE SPORTS TRAINING LLC					
100-1605-7736	BEGINNERS EDGE SPORTS TRA...	Instructor Fee-BEST Summer 2024	1901		3,748.50
Vendor 5760 - BEGINNERS EDGE SPORTS TRAINING LLC Total:					3,748.50

Council Warrant Register By Vendor

Payment Dates: 10/24/2024 - 11/13/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 4813 - BEN RUSHING					
100-1605-7733	BEN RUSHING	SC Vinyl Record Party Entertainment	112024		150.00
Vendor 4813 - BEN RUSHING Total:					150.00
Vendor: 6302 - BRANDON EDWARDS					
100-1020-7980	BRANDON EDWARDS	Recycling Program Worker	5/18/2024		84.50
Vendor 6302 - BRANDON EDWARDS Total:					84.50
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
100-1610-7652	BRIGHTVIEW LANDSCAPE SER...	Beardslee Park Lanscape & Irrigation Project	9108284	202313/100-1610-7652-Parks...	11,421.92
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					11,421.92
Vendor: 6608 - BRYAN ARIIZUMI					
100-1205-8030	BRYAN ARIIZUMI	Drone Maneuvers Training Reimbursement	31644699	202513/100-1205-8030-Other...	159.00
Vendor 6608 - BRYAN ARIIZUMI Total:					159.00
Vendor: 1398 - BURRTEC WASTE INDUSTRIES INC					
100-1825-7687	BURRTEC WASTE INDUSTRIES ...	SB1383 Compost Procurement	20241015	202425-CalRecycle SB1383-W...	7,568.37
Vendor 1398 - BURRTEC WASTE INDUSTRIES INC Total:					7,568.37
Vendor: 5559 - CALE AMERICA INC					
100-1205-7762	CALE AMERICA INC	WTP Fees 10/2024	182858		85.71
Vendor 5559 - CALE AMERICA INC Total:					85.71
Vendor: 6008 - CALIFORNIA ANIMAL WELFARE ASSOCIATION					
100-1205-7780	CALIFORNIA ANIMAL WELFARE..	Emily Lepone Coyote Response Training	200006554		25.00
Vendor 6008 - CALIFORNIA ANIMAL WELFARE ASSOCIATION Total:					25.00
Vendor: 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE					
100-1810-7660	CALIFORNIA STATE DEPARTM...	Fingerprint Apps 9/2024	765887		160.00
Vendor 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE Total:					160.00
Vendor: 5719 - CANON FINANCIAL SERVICES INC					
100-1825-7630	CANON FINANCIAL SERVICES I...	(2)CH/PS/SC/TC Copier Lease 11/1/24 - 11/30/24	35957998		1,741.14
100-1825-7631	CANON FINANCIAL SERVICES I...	(2)CH/PS/SC/TC Copier Maint 9/1/24 - 9/30/24	35957998		771.95
Vendor 5719 - CANON FINANCIAL SERVICES INC Total:					2,513.09
Vendor: 5720 - CANON SOLUTIONS AMERICA INC					
100-1825-7631	CANON SOLUTIONS AMERICA ...	Finance Mgr Printer Maint 9/23/24 - 10/22/24	6009701023		47.07
Vendor 5720 - CANON SOLUTIONS AMERICA INC Total:					47.07
Vendor: 6229 - CAPITAL ONE					
100-1605-7735	CAPITAL ONE	TC Halloween Decorations/Candy	04523		83.96
Vendor 6229 - CAPITAL ONE Total:					83.96
Vendor: 5164 - CARLOS MARTINEZ					
100-1020-7716	CARLOS MARTINEZ	Veteran's Day Tent & Chair Rental	000054		400.00
Vendor 5164 - CARLOS MARTINEZ Total:					400.00
Vendor: 0028 - CATHERINE BRATTA					
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	11/2024		435.00
Vendor 0028 - CATHERINE BRATTA Total:					435.00
Vendor: 6340 - CESAR A GARCIA					
100-1005-7640	CESAR A GARCIA	JPIA Risk Mgmt Conference Expense Reimbursement	10/9/24-10/10/24		625.53
100-1005-7640	CESAR A GARCIA	Council Vehicle Allowance	11/2024		75.00
100-1005-7640	CESAR A GARCIA	League of Ca Cities Annual Conference Expenses	10/17/2024		65.92
Vendor 6340 - CESAR A GARCIA Total:					766.45

Council Warrant Register By Vendor

Payment Dates: 10/24/2024 - 11/13/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5792 - CHALLENGER TEAMWEAR					
100-1605-7741	CHALLENGER TEAMWEAR	Youth Sports Basketball Jerseys	1255580-IN		3,269.65
100-1610-7616	CHALLENGER TEAMWEAR	2024 Winter Staff Jackets	1255824-IN		1,575.24
Vendor 5792 - CHALLENGER TEAMWEAR Total:					4,844.89
Vendor: 5120 - CHARLES ABBOTT ASSOCIATES INC					
100-1405-7800	CHARLES ABBOTT ASSOCIATES...	Building & Safety Services 9/2024	67903		61,720.98
100-1405-7800	CHARLES ABBOTT ASSOCIATES...	CMD Permit Software Licensing 8/2024 - 7/2025	10009		1,500.00
Vendor 5120 - CHARLES ABBOTT ASSOCIATES INC Total:					63,220.98
Vendor: 2025 - CHARLES R SIMPSON					
100-1610-7652	CHARLES R SIMPSON	Beardslee Park Service Gate Installation	05671174		1,600.00
100-1610-7652	CHARLES R SIMPSON	Beardslee Park Fence Repair	05671173		785.00
100-1610-7652	CHARLES R SIMPSON	Beardslee Park Pedestrian Gate Repair	05671175		750.00
Vendor 2025 - CHARLES R SIMPSON Total:					3,135.00
Vendor: T4874 - CHRIS PAULL					
100-4816	CHRIS PAULL	Class Cancellation Refund	2001988.002		35.00
Vendor T4874 - CHRIS PAULL Total:					35.00
Vendor: 5197 - CIMA FIRE PROTECTION CO					
100-1610-7652	CIMA FIRE PROTECTION CO	FS/Transit Fire Extinguisher Service	17484		333.50
100-1610-7652	CIMA FIRE PROTECTION CO	Senior Ctr Fire Extinguisher Service	17485		190.50
100-1610-7652	CIMA FIRE PROTECTION CO	Public Safety Fire Extinguisher Service	17486		148.50
100-1610-7652	CIMA FIRE PROTECTION CO	Town Ctr Fire Exhtinguisher Service	17487		170.00
Vendor 5197 - CIMA FIRE PROTECTION CO Total:					842.50
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maintenance Uniforms	4207570651		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4207570651		9.31
100-1610-7636	CINTAS CORPORATION #693	Facility Maintenance Uniforms	4208354940		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4208354940		9.31
100-1610-7636	CINTAS CORPORATION #693	Facility Maintenance Uniforms	4209061565		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4209061565		9.31
Vendor 5140 - CINTAS CORPORATION #693 Total:					105.00
Vendor: 0903 - CITY OF MONROVIA					
100-1610-7650	CITY OF MONROVIA	Fuel-Facility Maintenance 8/2024	2500585		601.75
100-1410-7650	CITY OF MONROVIA	Fuel-Field Services 8/2024	2500586		1,238.77
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Recreation 8/2024	2500587		211.82
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 8/2024	2500588		1,769.39
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 8/2024	2500589		6,124.38
100-1405-7650	CITY OF MONROVIA	Fuel-Cmty Development 8/2024	2500591		101.09
Vendor 0903 - CITY OF MONROVIA Total:					10,047.20
Vendor: 6483 - CIVICA LAW GROUP, APC					
100-1015-7684	CIVICA LAW GROUP, APC	1001 Las Lomas Legal 9/2024	14457		2,672.24
100-1015-7684	CIVICA LAW GROUP, APC	1318 Galen St Legal 9/2024	14458		525.00
100-1015-7684	CIVICA LAW GROUP, APC	2352 Rim Rd Legal 9/2024	14459		225.00
100-1015-7684	CIVICA LAW GROUP, APC	General Code Enforcement Legal 9/2024	14460		2,403.88
100-1015-7684	CIVICA LAW GROUP, APC	Mendoza v Duarte (Admin Appeal) Legal 9/2024	14461		571.13
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations Legal 9/2024	14462		6,000.00
Vendor 6483 - CIVICA LAW GROUP, APC Total:					12,397.25

Council Warrant Register By Vendor

Payment Dates: 10/24/2024 - 11/13/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6123 - CLIMATEC LLC					
100-1805-7965	CLIMATEC LLC	FY24 Annual Measurement/Verification Report	990001403		8,500.00
Vendor 6123 - CLIMATEC LLC Total:					8,500.00
Vendor: 6544 - CLOUD CONNECT SOLUTIONS INC					
100-1815-7830	CLOUD CONNECT SOLUTIONS ...	Phone-SD Wan w/VELO/SIP & E911 Bundle 11/2024	1271		1,668.87
Vendor 6544 - CLOUD CONNECT SOLUTIONS INC Total:					1,668.87
Vendor: 5504 - CMC LIVESCAN & NOTARY SERVICES					
100-1810-7660	CMC LIVESCAN & NOTARY SE...	Livescan Services 9/2024	CMC18056		100.00
Vendor 5504 - CMC LIVESCAN & NOTARY SERVICES Total:					100.00
Vendor: 5328 - COMCATE SOFTWARE INC					
100-1205-7823	COMCATE SOFTWARE INC	Code/Animal Control Data Base 7/1/24 - 6/30/25	8453		9,601.97
Vendor 5328 - COMCATE SOFTWARE INC Total:					9,601.97
Vendor: 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
100-1405-7801	COUNTY OF LOS ANGELES DE...	Industrial Waste Inspections 9/2024	24100701765		1,153.67
Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:					1,153.67
Vendor: T4881 - CRISTINA REYES					
100-4808	CRISTINA REYES	Adult Swim Refund	2000490.004		56.00
Vendor T4881 - CRISTINA REYES Total:					56.00
Vendor: 4171 - CSMFO					
100-1805-7610	CSMFO	Angela Chiaromonte SGV Chapter Mtg 12/3/24	200025262		80.00
Vendor 4171 - CSMFO Total:					80.00
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1205-7980	CURO MANAGED PRINT PRO...	Toy Drive Yard Signs	10093		168.33
100-1605-7730	CURO MANAGED PRINT PRO...	Halloween Howl Signage	10105		171.28
100-1020-7716	CURO MANAGED PRINT PRO...	Veteran's Day Event Signage	10106		516.13
100-1605-7730	CURO MANAGED PRINT PRO...	Home Decorating Winner Signage	10107		114.89
Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:					970.63
Vendor: 6650 - DANCEFIT LLC					
100-1605-7736	DANCEFIT LLC	Instructor Fee-Baby Ballet/Hip- #4 Hop Fall S1			560.00
Vendor 6650 - DANCEFIT LLC Total:					560.00
Vendor: T4880 - DANIEL KIM					
100-4807	DANIEL KIM	Fitness Ctr Membership Refund	2000493.004		120.00
Vendor T4880 - DANIEL KIM Total:					120.00
Vendor: 6373 - DANIELLA MORALES					
100-1020-7980	DANIELLA MORALES	Recycling Program Worker	5/18/2024		84.50
Vendor 6373 - DANIELLA MORALES Total:					84.50
Vendor: 3838 - DELONG UNLIMITED SCREEN PRINTING					
100-1605-7735	DELONG UNLIMITED SCREEN ...	TC Unity March Shirts	22-11264		2,571.03
Vendor 3838 - DELONG UNLIMITED SCREEN PRINTING Total:					2,571.03
Vendor: 4576 - DLT SOLUTIONS LLC					
100-1405-7980	DLT SOLUTIONS LLC	AutoCAD (3) Annual Subscriptions 11/24/24-11/23/25	5260546A		3,310.36
Vendor 4576 - DLT SOLUTIONS LLC Total:					3,310.36
Vendor: T4878 - DOMINIQUE DIAZ					
100-2124	DOMINIQUE DIAZ	Gazebo Rent Deposit Refund	2002000.002		50.00
Vendor T4878 - DOMINIQUE DIAZ Total:					50.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: T4879 - DORIS HAN					
100-2120	DORIS HAN	CC Rent Deposit Refund 10/26/24	R105761		100.00
Vendor T4879 - DORIS HAN Total:					100.00
Vendor: T4876 - DUARTE HILLS LLC					
100-2126	DUARTE HILLS LLC	Const/Demo Deposit Refund (Pmt#2022-082)	R95570		30,000.00
Vendor T4876 - DUARTE HILLS LLC Total:					30,000.00
Vendor: 3165 - DUARTE PUBLIC SAFETY PETTY CASH					
100-1205-7980	DUARTE PUBLIC SAFETY PETTY...	Meeting Supplies	10282024		63.03
100-1205-7980	DUARTE PUBLIC SAFETY PETTY...	Office Water	10282024		51.75
Vendor 3165 - DUARTE PUBLIC SAFETY PETTY CASH Total:					114.78
Vendor: 0311 - DUARTE RECREATION PETTY CASH					
100-1605-7730	DUARTE RECREATION PETTY ...	Bread Samples for Dia De Los Muertos Event	10222024		11.98
100-1605-7733	DUARTE RECREATION PETTY ...	SC Donuts to Sell at Community Yard Sale	10222024		83.00
100-1605-7980	DUARTE RECREATION PETTY ...	FM Staff Meeting Snacks	10222024		50.91
Vendor 0311 - DUARTE RECREATION PETTY CASH Total:					145.89
Vendor: 0077 - DUARTE UNIFIED SCHOOL DISTRICT					
100-4408	DUARTE UNIFIED SCHOOL DIS...	SBA/Nextel Lease 10/2024	R105677	250004 - Property Rent - Next...	2,001.51
100-4408	DUARTE UNIFIED SCHOOL DIS...	SBA/Nextel Lease 11/2024	R105889	250004 - Property Rent - Next...	2,001.51
Vendor 0077 - DUARTE UNIFIED SCHOOL DISTRICT Total:					4,003.02
Vendor: 6366 - DUTHIE ELECTRIC SERVICE CORPORATION					
100-1410-7656	DUTHIE ELECTRIC SERVICE CO...	Emergency Generator Semi-Annual Service	A133270		372.95
Vendor 6366 - DUTHIE ELECTRIC SERVICE CORPORATION Total:					372.95
Vendor: 1533 - EFREN CASTRO					
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	11/2024		566.00
Vendor 1533 - EFREN CASTRO Total:					566.00
Vendor: 6189 - ENTERPRISE FM TRUST					
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 10/1/2024 - 10/31/24	FBN5152715		566.88
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 10/1/2024 - 10/31/24	FBN5152715		476.29
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 19 Lease/Maint 10/1/2024 - 10/31/24	FBN5152715		446.50
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 7 Lease/Maint 10/1/2024 - 10/31/24	FBN5152715		782.73
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 10/1/2024 - 10/31/24	FBN5152715		433.48
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 10/1/2024 - 10/31/24	FBN5152715		574.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 6 Lease/Maint 10/1/2024 - 10/31/24	FBN5152715		578.99
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 10/1/2024 - 10/31/24	FBN5152715		584.85
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 10/1/2024 - 10/31/24	FBN5152715		591.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 11 Lease/Maint 10/1/2024 - 10/31/24	FBN5152715		702.14
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 10/1/2024 - 10/31/24	FBN5152715		431.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 10/1/2024 - 10/31/24	FBN5152715		556.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 15 Lease/Maint 10/1/2024 - 10/31/24	FBN5152715		1,086.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 20 Lease/Maint 10/1/2024 - 10/31/24	FBN5152715		394.30

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 33,34,24,31,25,35 Maint Fees 10/2024	FBN5152715		295.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 10/1/2024 - 10/31/24	FBN5152715		223.12
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 26 Lease/Maint 10/1/2024 - 10/31/24	FBN5152715		847.62
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 36 Lease/Maint 10/1/2024 - 10/31/24	FBN5152715		478.95
Vendor 6189 - ENTERPRISE FM TRUST Total:					10,051.43
Vendor: 1357 - EXECUTIVE ELEVATOR INC					
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 10/2024	107759		168.00
Vendor 1357 - EXECUTIVE ELEVATOR INC Total:					168.00
Vendor: 6237 - FAST 5 HOLDING COMPANY LLC					
100-1205-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 9/2024	7728		112.00
100-1205-7781	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 9/2024	7728		105.00
100-1405-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 9/2024	7728		28.00
100-1410-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 9/2024	7728		21.00
Vendor 6237 - FAST 5 HOLDING COMPANY LLC Total:					266.00
Vendor: 0087 - FEDEX					
100-1825-7626	FEDEX	Document Delivery	8-648-35207		47.80
Vendor 0087 - FEDEX Total:					47.80
Vendor: T0183 - FOOTHILL UNITY CENTER					
100-1205-7760	FOOTHILL UNITY CENTER	FY25 General Support	10232024		14,500.00
Vendor T0183 - FOOTHILL UNITY CENTER Total:					14,500.00
Vendor: 6680 - FRANCES JIMENEZ					
100-1010-7610	FRANCES JIMENEZ	Municipal Clerks Institute Expense Reimbursement	10/22/24-10/24/24		261.56
Vendor 6680 - FRANCES JIMENEZ Total:					261.56
Vendor: 1570 - Friedrich Enterprises Inc					
100-1410-7810	Friedrich Enterprises Inc	Las Brisas Sweeping 10/2024	208249		61.00
100-1410-7810	Friedrich Enterprises Inc	Las Posadas Sweeping 10/2024	208250		61.00
Vendor 1570 - Friedrich Enterprises Inc Total:					122.00
Vendor: 4690 - FULLER ENGINEERING INC					
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	152147		818.66
Vendor 4690 - FULLER ENGINEERING INC Total:					818.66
Vendor: 1694 - GERARD BATISTA					
100-1410-7610	GERARD BATISTA	MSA Annual Conference Expense Reimbursement	10/28/24-10/31/24		847.71
Vendor 1694 - GERARD BATISTA Total:					847.71
Vendor: 6158 - GOVERNANCE SCIENCES GROUP INC					
100-1020-7712	GOVERNANCE SCIENCES GRO...	Cmty Information & Engagement Tool Subscription	2024-1271		7,900.00
Vendor 6158 - GOVERNANCE SCIENCES GROUP INC Total:					7,900.00
Vendor: 1092 - GRAINGER					
100-1610-7618	GRAINGER	Plumbing Supplies	9283548437		394.92
Vendor 1092 - GRAINGER Total:					394.92
Vendor: 5340 - GRAND PRINTING INC					
100-1825-7613	GRAND PRINTING INC	Envelopes/Business Cards	113206		1,397.53
Vendor 5340 - GRAND PRINTING INC Total:					1,397.53
Vendor: 3570 - HDL COREN & CONE					
100-1805-7965	HDL COREN & CONE	Property Tax Srvcs October - December 2024	SIN044194		3,551.91
Vendor 3570 - HDL COREN & CONE Total:					3,551.91

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6002 - HEULYN REGINA DUMAS-JOHNSON					
100-1605-7733	HEULYN REGINA DUMAS-JOH...	SC Sewing Class Instructor Fee	SC-11/2024		432.00
Vendor 6002 - HEULYN REGINA DUMAS-JOHNSON Total:					432.00
Vendor: 5367 - HOLLY T SCHERCH					
100-1605-7732	HOLLY T SCHERCH	City Picnic Car Show Shirts/Hats	36916	202505/1605-7732-Car Show ...	2,679.08
Vendor 5367 - HOLLY T SCHERCH Total:					2,679.08
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
100-1610-7618	HOME DEPOT CREDIT SERVICES	SC Fountain Repair	4902134		15.98
100-1610-7618	HOME DEPOT CREDIT SERVICES	Return-(Inv #4902134)	4902148		-15.98
100-1610-7618	HOME DEPOT CREDIT SERVICES	Snack Bar Repairs	7551471		115.32
100-1610-7618	HOME DEPOT CREDIT SERVICES	Teen Ctr Plumbing Repairs	6523111		36.43
100-1205-7762	HOME DEPOT CREDIT SERVICES	Parking Pass Kiosk Tools	4823069		127.81
100-1610-7618	HOME DEPOT CREDIT SERVICES	Fitness Center Repairs	3552735		36.21
100-1610-7618	HOME DEPOT CREDIT SERVICES	Event Tools/Supplies	5800987		306.74
100-1610-7618	HOME DEPOT CREDIT SERVICES	FC Supplies/Repairs	5904873		165.17
100-1410-8030	HOME DEPOT CREDIT SERVICES	Small Equipment & Supplies	0553928		242.48
100-1610-7618	HOME DEPOT CREDIT SERVICES	Conduit for Electrical Repairs	0553929		155.60
100-1610-7618	HOME DEPOT CREDIT SERVICES	Beardslee Park Landscape Supplies	7540831	202313/100-1610-7610-Park-...	314.06
100-1610-7618	HOME DEPOT CREDIT SERVICES	Beardslee Park Landscape Project Supplies	7744358	202313/100-1610-7610-Park-...	257.03
100-1610-7618	HOME DEPOT CREDIT SERVICES	Electrical Repairs	3511011		39.90
100-1610-7618	HOME DEPOT CREDIT SERVICES	Duarte Pk Bldg Plumbing Repair	3813203		35.90
100-1610-7618	HOME DEPOT CREDIT SERVICES	Park Building Supplies	2511260		494.21
100-1610-7618	HOME DEPOT CREDIT SERVICES	Return-Beardslee Park Project (Inv#7523052)	6233115	202313/100-1610-7610-Park-...	-23.33
Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:					2,303.53
Vendor: 1614 - IMS REFRIGERATION INC					
100-1610-8100	IMS REFRIGERATION INC	Space-saving 24" Undercounter Ice Machine	55894		3,518.67
100-1610-8100	IMS REFRIGERATION INC	Delivery, Installation & Removal	55894		675.00
100-1610-8100	IMS REFRIGERATION INC	4FCS Water Filter Cartridge System	55894		430.80
Vendor 1614 - IMS REFRIGERATION INC Total:					4,624.47
Vendor: 6309 - INX BUILDING MAINTENANCE					
100-1610-7652	INX BUILDING MAINTENANCE	Teen Ctr Janitorial Svc...	988368		1,959.21
100-1610-7652	INX BUILDING MAINTENANCE	SC Cleaning 9/2/2024	988150		142.34
100-1610-7652	INX BUILDING MAINTENANCE	SC Interior/Exterior Window Cleaning	988184		1,320.00
100-1610-7652	INX BUILDING MAINTENANCE	CH Window Cleaning/High Dusting/Blind Cleaning	988185		1,452.00
100-1610-7652	INX BUILDING MAINTENANCE	SC Cleaning 10/27/24	989125		142.34
Vendor 6309 - INX BUILDING MAINTENANCE Total:					5,015.89
Vendor: 0695 - J D STROPLE					
100-1820-7771	J D STROPLE	City Yard Storage Trailer Window Replacement	10222024	202515CityYard storage trailer..	2,447.00
Vendor 0695 - J D STROPLE Total:					2,447.00
Vendor: 3821 - JACQUELINE BURCKHARD					
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	11/2024		218.00
Vendor 3821 - JACQUELINE BURCKHARD Total:					218.00
Vendor: 6031 - JAG ENDEAVORS LLC					
100-1605-7730	JAG ENDEAVORS LLC	Halloween Howl Staff Shirts	1725		524.50
Vendor 6031 - JAG ENDEAVORS LLC Total:					524.50

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: T4873 - JEFFREY GRAHAM					
100-2120	JEFFREY GRAHAM	ROP Bldg Rent Deposit Refund 10/20/2024	R105667		150.00
Vendor T4873 - JEFFREY GRAHAM Total:					150.00
Vendor: 0128 - JIM KIRCHNER					
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	11/2024		435.00
Vendor 0128 - JIM KIRCHNER Total:					435.00
Vendor: 6204 - JODY ERRANDI SCHULZ					
100-1005-7644	JODY ERRANDI SCHULZ	Council Vehicle Allowance	11/2024		75.00
Vendor 6204 - JODY ERRANDI SCHULZ Total:					75.00
Vendor: 0086 - JOHN FASANA					
100-1825-7674	JOHN FASANA	Health Insurance Reimbursement	11/2024		435.00
Vendor 0086 - JOHN FASANA Total:					435.00
Vendor: 6559 - JONES MAYER					
100-1015-7686	JONES MAYER	Zero Bail Injunction	125081		397.24
Vendor 6559 - JONES MAYER Total:					397.24
Vendor: 6678 - KATHLEEN DAVIDSON					
100-1605-7980	KATHLEEN DAVIDSON	Parks & Recreation In-Service 11/15/2024	10182024		650.00
Vendor 6678 - KATHLEEN DAVIDSON Total:					650.00
Vendor: 0439 - KENNETH L ROGERS					
100-1610-7652	KENNETH L ROGERS	Community Center Carpet Cleaning	15326		500.00
Vendor 0439 - KENNETH L ROGERS Total:					500.00
Vendor: 1592 - KRISTEN PETERSEN					
100-1810-7660	KRISTEN PETERSEN	JPIA Risk Mgmt Conference Expense Reimbursement	10/9/24-10/11/24		173.07
Vendor 1592 - KRISTEN PETERSEN Total:					173.07
Vendor: 5438 - LDM ASSOCIATES INC					
100-1405-7965	LDM ASSOCIATES INC	FY25 Federal Grant Administration 9/2024	8389		300.00
Vendor 5438 - LDM ASSOCIATES INC Total:					300.00
Vendor: 5761 - LIFE STORAGE #530					
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 11/1/2024 - 11/30/2024	261861623		552.20
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 11/1/2024 - 11/30/2024	261863570		565.20
Vendor 5761 - LIFE STORAGE #530 Total:					1,117.40
Vendor: 5060 - LINDA HENDERSON					
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	11/2024		435.00
Vendor 5060 - LINDA HENDERSON Total:					435.00
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 9/2024	250620TZ		460,322.91
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Tobacco Enforcemen...	250841MR	202419-Contract Law Enforc...	659.21
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					460,982.12
Vendor: 5717 - LOS ANGELES UNIFIED SCHOOL DISTRICT					
100-1810-7980	LOS ANGELES UNIFIED SCHOO...	Bilingual Testing 9/24/2024	3629		90.00
Vendor 5717 - LOS ANGELES UNIFIED SCHOOL DISTRICT Total:					90.00
Vendor: 5698 - LUDECKE PROPERTY MANAGEMENT INC					
100-1020-7710	LUDECKE PROPERTY MANAG...	Chamber Lease 11/2024	Huntplaz-112024		1,750.00
Vendor 5698 - LUDECKE PROPERTY MANAGEMENT INC Total:					1,750.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6039 - MANUEL ENRIQUEZ					
100-1605-7730	MANUEL ENRIQUEZ	Dia de los Muertos Event Mariachi Performers	11/1/2024		600.00
Vendor 6039 - MANUEL ENRIQUEZ Total:					600.00
Vendor: 5981 - MARCUS LEON BANKS SR					
100-1610-7652	MARCUS LEON BANKS SR	City Hall Light Pole Repairs	000142		1,465.00
Vendor 5981 - MARCUS LEON BANKS SR Total:					1,465.00
Vendor: 0285 - MARGARET FINLAY					
100-1005-7642	MARGARET FINLAY	Council Vehicle Allowance	11/2024		75.00
Vendor 0285 - MARGARET FINLAY Total:					75.00
Vendor: T4875 - MARIO GARCIA RIVERA					
100-2122	MARIO GARCIA RIVERA	Business License Refund	R00003250		4.00
100-4004	MARIO GARCIA RIVERA	Business License Refund	R00003250		76.50
Vendor T4875 - MARIO GARCIA RIVERA Total:					80.50
Vendor: 4286 - MAXTREME INC					
100-1815-7980	MAXTREME INC	PEG Channel Broadcasting Software 1 Year	13760		700.00
100-1815-7965	MAXTREME INC	IT Helpdesk 10/2024	13762		12,500.00
Vendor 4286 - MAXTREME INC Total:					13,200.00
Vendor: T4872 - MICHAEL FUREY					
100-4302	MICHAEL FUREY	Citation Refund	DU020025029		60.00
Vendor T4872 - MICHAEL FUREY Total:					60.00
Vendor: 1042 - MICHAEL TARR					
100-1825-7674	MICHAEL TARR	Health Insurance Reimbursement	11/2024		435.00
Vendor 1042 - MICHAEL TARR Total:					435.00
Vendor: 6677 - MIIHM INC					
100-1605-7980	MIIHM INC	Royal Oaks Trail Bio Clean-up	T2024-497		650.00
Vendor 6677 - MIIHM INC Total:					650.00
Vendor: 2461 - MVP, LLC					
100-1205-7787	MVP, LLC	Public Safety Lease	11/2024		9,221.00
Vendor 2461 - MVP, LLC Total:					9,221.00
Vendor: 6317 - OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA					
100-1810-7673	OCCUPATIONAL HEALTH CEN...	Drug Testing NTD 9/25/2024	84580688		153.00
Vendor 6317 - OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA Total:					153.00
Vendor: 6124 - OKTA INC					
100-1815-7632	OKTA INC	Identity Service Provider 10/31/2024 - 10/30/2025	INV267683		9,881.23
Vendor 6124 - OKTA INC Total:					9,881.23
Vendor: 5216 - PACIFIC HEALTH AND WELLNESS					
100-1605-7733	PACIFIC HEALTH AND WELLNE...	SC Stroke & Thyroid Screening 10/23/2024	PHAW-DSC10232024-PD-R		750.00
Vendor 5216 - PACIFIC HEALTH AND WELLNESS Total:					750.00
Vendor: 1197 - PAMELA ROMERO					
100-1605-7002	PAMELA ROMERO	CPR Stipend	11/2024		76.92
Vendor 1197 - PAMELA ROMERO Total:					76.92
Vendor: T4883 - PAN AMERICAN PROPERTIES					
100-4004	PAN AMERICAN PROPERTIES	Partial (9 Mo) Business License Refund	R00002971		309.00
Vendor T4883 - PAN AMERICAN PROPERTIES Total:					309.00
Vendor: T4882 - PFA SPORTS LLC					
100-2120	PFA SPORTS LLC	FY24 Sports Field Rent Deposit Refund	R102916		100.00
Vendor T4882 - PFA SPORTS LLC Total:					100.00
Vendor: 2466 - POST ALARM SYSTEMS					
100-1610-7652	POST ALARM SYSTEMS	City Yard Alarm Repairs	1720616		747.69

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Alarm/Camera Monitoring 11/2024	1731074		101.13
Vendor 2466 - POST ALARM SYSTEMS Total:					848.82
Vendor: 0231 - POSTMASTER					
100-1825-7626	POSTMASTER	CMD Bulk Mailing 10/10/2024	10032024		86.21
Vendor 0231 - POSTMASTER Total:					86.21
Vendor: 6112 - PRECISION AERIAL SERVICES INC					
100-1410-7650	PRECISION AERIAL SERVICES I...	Vehicle 2 Repair	W 30052		819.00
100-1410-7650	PRECISION AERIAL SERVICES I...	Vehicle 2 Perform Annual Inspection	W 30241		600.00
Vendor 6112 - PRECISION AERIAL SERVICES INC Total:					1,419.00
Vendor: 6672 - PUTTERMAN ATHLETICS LLC					
100-1605-7733	PUTTERMAN ATHLETICS LLC	PROPCDP-6-Portable Divider Panels (Pkg of 6)	INV20448		1,018.19
100-1605-7733	PUTTERMAN ATHLETICS LLC	PROPCDP-2 Protatable Divider Panels (2 Nets)	INV20448		90.00
Vendor 6672 - PUTTERMAN ATHLETICS LLC Total:					1,108.19
Vendor: 6176 - QUADIENT LEASING USA INC					
100-1825-7630	QUADIENT LEASING USA INC	CH Postage Machine Lease 11/23/24 - 2/22/25	Q1567526		707.12
Vendor 6176 - QUADIENT LEASING USA INC Total:					707.12
Vendor: T3240 - REYNA E DIAZ					
100-1205-7980	REYNA E DIAZ	Red Ribbon Week Event Lunch	10/26/2024		250.00
Vendor T3240 - REYNA E DIAZ Total:					250.00
Vendor: 6591 - RINCON CONSULTANTS INC					
100-2121	RINCON CONSULTANTS INC	Andres Duarte School EIR and PM 9/2024	60498	202424- 100-2121/1433 Crestf..	45,238.80
Vendor 6591 - RINCON CONSULTANTS INC Total:					45,238.80
Vendor: 6679 - ROYAL TRUCK BODY					
100-1410-7650	ROYAL TRUCK BODY	Vehicle 15 Repair/Service	0492182		586.39
Vendor 6679 - ROYAL TRUCK BODY Total:					586.39
Vendor: T4877 - RUDY CASTANEDA					
100-2124	RUDY CASTANEDA	Gazebo Refund (Rain Cancellation)	2002004.002		50.00
100-4406	RUDY CASTANEDA	Gazebo Refund (Rain Cancellation)	2002004.002		75.00
Vendor T4877 - RUDY CASTANEDA Total:					125.00
Vendor: 5263 - SAMUEL KANG					
100-1005-7648	SAMUEL KANG	Council Vehicle Allowance	11/2024		75.00
Vendor 5263 - SAMUEL KANG Total:					75.00
Vendor: 3115 - SAN GABRIEL VALLEY CITY MANAGERS' ASSOCIATION					
100-1010-7610	SAN GABRIEL VALLEY CITY M...	Brian Villalobos Monthly Meeting	11/20/2024		40.00
Vendor 3115 - SAN GABRIEL VALLEY CITY MANAGERS' ASSOCIATION Total:					40.00
Vendor: 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY					
100-1205-7780	SAN GABRIEL VALLEY HUMAN...	Animal Shelter Services 10/2024	10/2024D		6,250.00
Vendor 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY Total:					6,250.00
Vendor: 4909 - SCP DISTRIBUTORS LLC					
100-1610-7617	SCP DISTRIBUTORS LLC	PH & Chlorine Test Tablets	31874628		401.79
Vendor 4909 - SCP DISTRIBUTORS LLC Total:					401.79
Vendor: 6401 - SIGNAL HILL AUTO ENTERPRISES					
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Building Maintenance Supplies	077334		1,397.56
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Recycled Paper Supplies	077383		1,521.01
Vendor 6401 - SIGNAL HILL AUTO ENTERPRISES Total:					2,918.57

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 0206 - SIMON EQUIPMENT RENTALS					
100-1610-7618	SIMON EQUIPMENT RENTALS	Scissor Lift Rental (ROP Park Light Repairs)	166496		698.89
Vendor 0206 - SIMON EQUIPMENT RENTALS Total:					698.89
Vendor: 0209 - SMART & FINAL					
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	197466		325.69
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	721511-101124		305.06
100-1810-7611	SMART & FINAL	CPR Training Snacks & Drinks	908522		227.38
100-1605-7735	SMART & FINAL	TC Snack Bar Supplies	958344		199.63
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	525888		252.97
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	538455		110.03
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	664444		187.21
100-1605-7735	SMART & FINAL	TC Dodger Day Food	698755		36.43
Vendor 0209 - SMART & FINAL Total:					1,644.40
Vendor: 5447 - SOUTHERN CALIFORNIA EDISON					
100-1405-7965	SOUTHERN CALIFORNIA EDIS...	New Service @ 1542 Evergreen St (ATP Project)	7590569557	202118-ATP Cycle 4-Professio...	2,344.58
100-1405-7965	SOUTHERN CALIFORNIA EDIS...	New Service @1742 Central Ave (ATP Project)	7590570123	202118-ATP Cycle 4-Professio...	2,695.79
100-1020-7724	SOUTHERN CALIFORNIA EDIS...	PO Pkg Lot Lease 11/01/2024 - 1/31/2025	7701243544		2,420.78
Vendor 5447 - SOUTHERN CALIFORNIA EDISON Total:					7,461.15
Vendor: 2277 - SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FEDERATION					
100-1605-7741	SOUTHERN CALIFORNIA MUN...	Volleyball Team Registration	102224/DUARTE		18.00
Vendor 2277 - SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FEDERATION Total:					18.00
Vendor: 0220 - SOUTHERN CALIFORNIA NEWS GROUP					
100-1010-7651	SOUTHERN CALIFORNIA NEWS...	Election Legal Advertising 9/2024	600357		1,294.80
100-1010-7670	SOUTHERN CALIFORNIA NEWS...	Legal Advertising 9/2024	600357		2,690.45
Vendor 0220 - SOUTHERN CALIFORNIA NEWS GROUP Total:					3,985.25
Vendor: 2688 - STAPLES					
100-1205-7614	STAPLES	Office Supplies	6014226092		249.41
Vendor 2688 - STAPLES Total:					249.41
Vendor: 0083 - STEVE ESBENSHADE					
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	11/2024		435.00
Vendor 0083 - STEVE ESBENSHADE Total:					435.00
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
100-1410-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 9/2024	18227		4,085.57
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					4,085.57
Vendor: 6457 - TERA MARTIN DEL CAMPO					
100-1005-7641	TERA MARTIN DEL CAMPO	Council Vehicle Allowance	11/2024		75.00
Vendor 6457 - TERA MARTIN DEL CAMPO Total:					75.00
Vendor: 3904 - TERESA RENTERIA					
100-1825-7674	TERESA RENTERIA	Health Insurance Reimbursement	11/2024		566.00
Vendor 3904 - TERESA RENTERIA Total:					566.00
Vendor: 6445 - TERRY QUINTANA					
100-1605-7732	TERRY QUINTANA	City Picnic Car Show Raffle Prizes	2024	202505/1605-7732-Car Show ...	392.00
Vendor 6445 - TERRY QUINTANA Total:					392.00
Vendor: 5029 - THE TECHNOLOGY DEPOT INC					
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 11/2024	27149		608.30
100-1815-7821	THE TECHNOLOGY DEPOT INC	Ruckus Cloud Mgmt 11/2024	27153		399.20
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 11/2024	27184		464.20
100-1815-7980	THE TECHNOLOGY DEPOT INC	CH Netgear Ethernet Switch for New ActiveNet POS	27292		1,080.00

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100-1815-7980	THE TECHNOLOGY DEPOT INC	PS Netgear Ethernet Switch-COAX to Fiber	27293		1,170.00
100-1815-7980	THE TECHNOLOGY DEPOT INC	SC Phone Repair	27338		37.50
Vendor 5029 - THE TECHNOLOGY DEPOT INC Total:					3,759.20
Vendor: 5544 - THEODORE SIEGEL					
100-1605-7733	THEODORE SIEGEL	SC Screening/Presentation "Butch Cassidy"	11/14/2024		150.00
Vendor 5544 - THEODORE SIEGEL Total:					150.00
Vendor: 5581 - THOMSON REUTERS-WEST PUBLISHING CORP					
100-1205-7655	THOMSON REUTERS-WEST P...	EOC Software 9/2024	850841959		226.39
Vendor 5581 - THOMSON REUTERS-WEST PUBLISHING CORP Total:					226.39
Vendor: 6100 - TONEY LEWIS					
100-1005-7650	TONEY LEWIS	Council Vehicle Allowance	11/2024		75.00
Vendor 6100 - TONEY LEWIS Total:					75.00
Vendor: 5284 - TRIPEPI SMITH & ASSOCIATES					
100-1020-7712	TRIEPEI SMITH & ASSOCIATES	Communication & Social Media Mgmt 10/2024	13353		9,391.00
100-1020-7720	TRIEPEI SMITH & ASSOCIATES	PEG Channel Mgmt Services 10/2024	13354		1,990.00
Vendor 5284 - TRIPEPI SMITH & ASSOCIATES Total:					11,381.00
Vendor: 4484 - U.S. BANK					
100-1005-7980	U.S. BANK	DashPass 10/5/2024 - 11/5/2024 (DoorDash)	10252024BV		9.99
100-1010-7610	U.S. BANK	Brian Villalobos JPIA Conf Parking (Renaissance)	10252024BV		12.00
100-1010-7610	U.S. BANK	Meeting w/Dr Hillman & R Crosby (Raffi's Catering)	10252024BV		71.00
100-1010-7610	U.S. BANK	Brian Villalobos JPIA Conf Hotel (Grand Hyatt)	10252024BV		818.22
100-1010-7610	U.S. BANK	Brian Villalobos Mtg W/Greg Endelman (Sushi Fire)	10252024BV		53.31
100-1010-7610	U.S. BANK	City Mgr Dept Meeting 9/26/24 (DoorDash)	10252024BV		101.74
100-1010-7610	U.S. BANK	Brian Villalobos City Mgrs Conf Registration	10252024BV		775.00
100-1010-7612	U.S. BANK	Pasadena Star News Online Subscription	10252024BV		18.00
100-1010-7612	U.S. BANK	CA City Mgmt Foundation Membership 10/21/24-9/1/25	10252024BV		400.00
100-1010-7980	U.S. BANK	Cmty Clean-up Event 10/18/24 (InstaCart-S&F)	10252024BV		44.89
100-1010-7980	U.S. BANK	Teleprompter Tripod (Amazon)	10252024BV		105.83
100-1010-7980	U.S. BANK	Art Ad Hoc Committee Mtg 10/14/24 (Chipotle)	10252024BV		249.87
100-1020-7712	U.S. BANK	Canva Membership	10252024BV		119.40
100-1020-7712	U.S. BANK	Spotify Membership	10252024BV		19.99
100-1020-7712	U.S. BANK	City Picnic Ads (Facebook)	10252024BV		97.99
100-2121	U.S. BANK	DoorDash-McDonalds 9/30/24 (Reimbursed R105956)	10252024BV		15.97
100-2121	U.S. BANK	DoorDash-Donut Man 9/30/24 (Reimbursed R105956)	10252024BV		30.53
100-1405-7610	U.S. BANK	Craig Hensley APA Conference Parking (PCI)	10252024CH		10.00
100-1405-7614	U.S. BANK	Holiday Supplies (Target)	10252024CH		42.06
100-1410-7610	U.S. BANK	Gerard Batista 2024 MSA Conference Gala Dinner	10252024CH		60.00
100-1410-7610	U.S. BANK	Sean McBride Continued Ed for QAC (PAPA)	10252024CH		115.00
100-1605-7733	U.S. BANK	Netflix-Senior Ctr 10/4/24 - 11/3/24	10252024KP		7.74

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100-1605-7735	U.S. BANK	Netflix-Teen Ctr 10/4/24 - 11/3/24	10252024KP		7.75
100-1805-7610	U.S. BANK	K Petersen Municipal Finance Institute Airfare	10252024KP		221.20
100-1805-7612	U.S. BANK	Angela Chiaromonte GFOA Dues 11/1/24-10/31/25	10252024KP		150.00
100-1805-7612	U.S. BANK	GAAFR Book (Government Finance Officers)	10252024KP		149.00
100-1805-7614	U.S. BANK	Admin Srvcs Office Supplies (Amazon)	10252024KP		45.68
100-1805-7614	U.S. BANK	Admin Srvcs (2) Desk Stand Risers (Amazon)	10252024KP		337.34
100-1805-7614	U.S. BANK	2024 Tax Forms-W2s/1095Cs (Forms fulfillment)	10252024KP		243.30
100-1805-7614	U.S. BANK	Admin Srvcs Keurig Coffee Maker (Amazon)	10252024KP		151.02
100-1805-7965	U.S. BANK	STR Trend Report Q3 2024 (STR.com)	10252024KP		660.00
100-1805-7980	U.S. BANK	Staff Meeting Refreshments (Starbucks)	10252024KP		38.00
100-1810-7610	U.S. BANK	Kristen Petersen CALPERLA Conf Airfare (United)	10252024KP		500.10
100-1810-7610	U.S. BANK	Kristen Petersen HR Mtg w/Staff (Lord Empanada)	10252024KP		59.93
100-1810-7610	U.S. BANK	K Petersen CJPIA Conf Transportation (Enterprise)	10252024KP		193.17
100-1810-7610	U.S. BANK	Kristen Petersen CJPIA Conf Fuel (Chevron)	10252024KP		81.56
100-1810-7610	U.S. BANK	Kristen Petersen CJPIA Conf Hotel (Renaissance)	10252024KP		1,122.93
100-1810-7611	U.S. BANK	CPR/First Aid Training Lunch (Panera Bread)	10252024KP		860.90
100-1810-7614	U.S. BANK	HR Office Supplies (Amazon)	10252024KP		71.83
100-1815-7632	U.S. BANK	Adobe Creative Cloud/Acrobat 10/13/24 - 11/12/24	10252024KP		849.68
100-1815-7632	U.S. BANK	Finance Webinar 10/7/24 - 11/6/24 (Zoom)	10252024KP		80.00
100-1815-7632	U.S. BANK	Accessduarte.online Renewal 1 Yr (NetworkSolution)	10252024KP		74.15
100-2123	U.S. BANK	Special Event Insurance Q3 2024 (Alliant Ins)	10252024KP		870.00
100-1020-7716	U.S. BANK	Veterans Day CSArts Gfit (Amazon)	10252024ME		50.00
100-1020-7716	U.S. BANK	Veterans Day Speaker Gift (NFLshop.com)	10252024ME		59.69
100-1205-7655	U.S. BANK	Learn-to-Swim Facility Registration (AmerRedCross)	10252024ME		650.00
100-1205-7655	U.S. BANK	(7) Lifeguard Certifications (American Red Cross)	10252024ME		322.00
100-1605-7610	U.S. BANK	Manuel Enriquez JPIA Conf Dinner/Coffee	10252024ME		77.74
100-1605-7610	U.S. BANK	New Employee Meeting (Cafe Cultura)	10252024ME		51.36
100-1605-7610	U.S. BANK	Meeting Snacks (Sweet Nothings Cake)	10252024ME		17.70
100-1605-7612	U.S. BANK	RETURN-Kelly Barne CPRS Membership (Duplicate)	10252024ME		-165.00
100-1605-7614	U.S. BANK	Office Supplies (Staples)	10252024ME		42.36
100-1605-7614	U.S. BANK	Office Supplies/Staff Welcome Box (Walmart)	10252024ME		54.73
100-1605-7614	U.S. BANK	Dept Batteries (Amazon)	10252024ME		18.11
100-1605-7614	U.S. BANK	Staff Calendar (Amazon)	10252024ME		11.00
100-1605-7614	U.S. BANK	String Lights (Amazon)	10252024ME		9.36

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100-1605-7650	U.S. BANK	City Vehicle Car Wash (Route 66 Carwash)	10252024ME		39.95
100-1605-7730	U.S. BANK	Halloween Events Gift Cards (Amazon)	10252024ME		400.00
100-1605-7730	U.S. BANK	Halloween Costume Contest Winner Prizes (Target)	10252024ME		317.24
100-1605-7730	U.S. BANK	Halloween Costume Contest Winner Prizes (Amazon)	10252024ME		285.99
100-1605-7730	U.S. BANK	Halloween Howl Snacks (California Snack Food)	10252024ME		833.00
100-1605-7730	U.S. BANK	Special Event Bags (LTD Commodities)	10252024ME		37.05
100-1605-7730	U.S. BANK	Dia De Los Muertos Supplies (Winner Party)	10252024ME		103.39
100-1605-7730	U.S. BANK	Halloween Howl Supplies (Costco)	10252024ME		573.10
100-1605-7730	U.S. BANK	Halloween Howl Even Supplies (Target)	10252024ME		99.98
100-1605-7730	U.S. BANK	Halloween Howl Supplies (Sam's Club)	10252024ME		365.75
100-1605-7730	U.S. BANK	Halloween Supplies (Dollar Tree)	10252024ME		5.51
100-1605-7730	U.S. BANK	CREDIT-Bag Fee (Target)	10252024ME		-0.30
100-1605-7730	U.S. BANK	CREDIT-Bag Fee (Target)	10252024ME		-0.40
100-1605-7732	U.S. BANK	RETURN-City Picnic Banners (Amazon)	10252024ME		-396.72
100-1605-7733	U.S. BANK	Senior Ctr Paper (Amazon)	10252024ME		50.70
100-1605-7733	U.S. BANK	SC Yoga Mat (Amazon)	10252024ME		44.09
100-1605-7733	U.S. BANK	SC Balloons (Amazon)	10252024ME		54.61
100-1605-7733	U.S. BANK	SC Gingerbread Houses/Index Cards (Amazon)	10252024ME		244.70
100-1605-7733	U.S. BANK	SC Wellness Expo (Acai Bar)	10252024ME		1,178.82
100-1605-7733	U.S. BANK	SC Wellness Expo Raffle Prizes (Amazon)	10252024ME		200.04
100-1605-7733	U.S. BANK	SC Cables (Monoprice)	10252024ME		62.81
100-1605-7733	U.S. BANK	SC Calendar/Special Event Mints (Amazon)	10252024ME		37.48
100-1605-7733	U.S. BANK	Sandra Pasillas Last Day Cake (Costco)	10252024ME		74.97
100-1605-7733	U.S. BANK	Hamilton Excursion Emergency (Uber)	10252024ME		52.91
100-1605-7733	U.S. BANK	SC Wellness Expo Raffle Prizes (Amazon)	10252024ME		82.10
100-1605-7734	U.S. BANK	FC Dry Erase Markers (Amazon)	10252024ME		4.93
100-1605-7734	U.S. BANK	FC File Box (Amazon)	10252024ME		18.72
100-1605-7734	U.S. BANK	FC Highlighters (Amazon)	10252024ME		18.02
100-1605-7734	U.S. BANK	Floating Pumpkin Patch Arts & Crafts (Walmart)	10252024ME		57.29
100-1605-7734	U.S. BANK	FC Floating Pumpkin Patch Supplies (Amazon)	10252024ME		336.73
100-1605-7734	U.S. BANK	FC Floating Pumpkin Patch Snacks (CA Snack Foods)	10252024ME		122.00
100-1605-7734	U.S. BANK	Halloween Howl Event Supplies (Amazon)	10252024ME		207.16
100-1605-7734	U.S. BANK	FC Floating Pumpkin Patch Supplies (Amazon)	10252024ME		93.12
100-1605-7734	U.S. BANK	FC Shelf/Drawer Organizer (Amazon)	10252024ME		92.59
100-1605-7734	U.S. BANK	FC Shelf/Post Its/Correction Tape (Amazon)	10252024ME		91.74
100-1605-7734	U.S. BANK	Floating Pumpkin Patch Supplies/Giveaways (Walmart)	10252024ME		146.04
100-1605-7734	U.S. BANK	FC Floating Pumpkin Patch Storage Bins (Walmart)	10252024ME		69.23

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100-1605-7735	U.S. BANK	TC Family Feud Buzzer (Amazon)	10252024ME		21.82
100-1605-7735	U.S. BANK	TC Unity March Speaker Gift Card (Amazon)	10252024ME		100.00
100-1605-7735	U.S. BANK	CHYLL Program Park Clean-up (Little Caesars)	10252024ME		46.47
100-1605-7735	U.S. BANK	TC Batteries/Paint (Amazon)	10252024ME		65.95
100-1605-7735	U.S. BANK	TC Speaker (Amazon)	10252024ME		197.35
100-1605-7735	U.S. BANK	TC Family Feud Gift Cards (Amazon)	10252024ME		60.00
100-1605-7737	U.S. BANK	Rt 66 Tour Excursion Lunch (Casa Jimenez)	10252024ME		641.15
100-1605-7738	U.S. BANK	TC Trip 10/25/24 Tickets (Six Flags Magic Mtn)	10252024ME		1,394.00
100-1605-7740	U.S. BANK	CREDIT-Overcharge (Tracfone)	10252024ME		-42.81
100-1605-7745	U.S. BANK	TC Boxing Hand Wraps (Amazon)	10252024ME		89.28
100-1605-7980	U.S. BANK	Staff Appreciation Meeting (Starbucks)	10252024ME		13.65
100-1605-7980	U.S. BANK	Staff Meeting Coffee (Starbucks)	10252024ME		22.90
100-1605-7980	U.S. BANK	Staff Appreciation Supplies (Hobby Lobby)	10252024ME		23.47
100-1605-7980	U.S. BANK	RETURN-Halloween Carving Kits (Walmart)	10252024ME		-21.92
100-1605-7980	U.S. BANK	Rec Dept Halloween Supplies (Walmart)	10252024ME		57.50
100-1610-7616	U.S. BANK	Pool & Safety Equipment (The Lifeguard Store)	10252024ME		1,359.57
100-1610-7618	U.S. BANK	Parks & Rec PA Cell Phone Cords (Amazon)	10252024ME		28.83
100-1610-7618	U.S. BANK	Fitness Ctr Cables (Amazon)	10252024ME		122.06
100-1610-7618	U.S. BANK	Parks & Rec PA Cables (SP BYFP Pro)	10252024ME		290.77
100-1810-7980	U.S. BANK	Halloween Pumpkin Decorating Contest (Wingstop)	10252024ME		204.76
100-1810-7980	U.S. BANK	Halloween Decorating Contest Treats (Target)	10252024ME		65.20
100-1810-7980	U.S. BANK	Pumpkin Carving Contest Dessert (Susie's Cakes)	10252024ME		35.86
100-1205-7610	U.S. BANK	Larry Breceda JPIA Conf Hotel (Embassy Suites)	LB10252024		422.52
100-1205-7610	U.S. BANK	Larry Breceda JPIA Conf Parking (Renaissance)	LB10252024		12.00
100-1205-7610	U.S. BANK	Prosecuter Update Mtg w/M Silver/Brian V (OSF)	LB10252024		120.27
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	LB10252024		25.22
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	LB10252024		19.42
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	LB10252024		15.41
100-1205-7614	U.S. BANK	Office Supplies (Target)	LB10252024		30.88
100-1205-7615	U.S. BANK	EOC Radio Ear Pieces (Amazon)	LB10252024		99.21
100-1205-7636	U.S. BANK	Larry Breceda Uniform Boots (Amazon)	LB10252024		81.15
100-1205-7655	U.S. BANK	EOC Scheduling Software User Add (Sling)	LB10252024		17.68
100-1205-7779	U.S. BANK	Dart Event 10/18/24 Supplies (Walmart)	LB10252024		99.23
100-1205-7779	U.S. BANK	DART Member Sport Uniform (Amazon)	LB10252024		28.65
100-1205-7779	U.S. BANK	DART Event10/18/24 Prize (Target)	LB10252024		10.00
100-1205-7779	U.S. BANK	Public Safety Intern Uniform (FSP Designs)	LB10252024		168.45

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100-1205-7779	U.S. BANK	DART Event10/18/24 Dinner (Sweet Basil Pizza)	LB10252024		109.06
100-1205-7779	U.S. BANK	Halloween Contest Starbucks Gift Card (Target)	LB10252024		20.00
100-1205-7783	U.S. BANK	A-Team Supplies (Amazon)	LB10252024		88.19
100-1205-7783	U.S. BANK	A-Team Spo-Cha Party 11/8/2024 (Round 1 Bowling)	LB10252024		489.86
100-1205-7783	U.S. BANK	A-Team Spo-Cha Party 10/29/2024 (Round 1 Bowling)	LB10252024		433.86
100-1205-7980	U.S. BANK	Probation Search Operation Donuts (A&P Donuts)	LB10252024		18.25
100-1205-7980	U.S. BANK	Red Ribbon Week Event Supplies (Dollar Tree)	LB10252024		20.67
100-1205-7980	U.S. BANK	Deputy Moreno Arrest of the Month GC (Target)	LB10252024		25.00
100-1205-7980	U.S. BANK	LARICS Training Food 10/1/24 (Cook's Tortas)	LB10252024		128.28
100-1205-7980	U.S. BANK	General Public Halloween Candy (Target)	LB10252024		42.76
100-1205-7980	U.S. BANK	Red Ribbon Week Event Supplies (Traget)	LB10252024		33.57
100-1205-7980	U.S. BANK	PS Halloween Pumpkin Contest (Smart & Final)	LB10252024		49.90
100-1205-7980	U.S. BANK	PS Office Halloween Supplies (Walmart)	LB10252024		74.12
100-1205-7980	U.S. BANK	Parks & Rec Contest Supplies (Walmart)	LB10252024		57.86
100-1205-7980	U.S. BANK	College Intern Interview Panel Food (Max's)	LB10252024		111.40
Vendor 4484 - U.S. BANK Total:					24,778.19
Vendor: 6196 - VINH TRUONG					
100-1005-7643	VINH TRUONG	Council Vehicle Allowance	11/2024		75.00
Vendor 6196 - VINH TRUONG Total:					75.00
Vendor: 6519 - VIRIDIANA GARCIA					
100-1020-7980	VIRIDIANA GARCIA	Recycling Program Worker	5/18/2024		84.50
Vendor 6519 - VIRIDIANA GARCIA Total:					84.50
Vendor: 5935 - WALLACE SIGN COMPANY					
100-1205-7650	WALLACE SIGN COMPANY	Vehicle 17 Decal	22791		57.40
100-1410-7650	WALLACE SIGN COMPANY	Vehicle 3 Decal	22791		57.39
100-1605-7650	WALLACE SIGN COMPANY	Vehicle 29 Decal	22791		57.40
Vendor 5935 - WALLACE SIGN COMPANY Total:					172.19
Vendor: 0237 - WAXIE SANITARY SUPPLY					
100-1610-7618	WAXIE SANITARY SUPPLY	Building Maintenance Supplies	82808287		960.98
100-1610-7618	WAXIE SANITARY SUPPLY	Graffiti Remover	82825194		140.46
Vendor 0237 - WAXIE SANITARY SUPPLY Total:					1,101.44
Fund 100 - GENERAL FUND Total:					895,644.52
Fund: 220 - GAS TAX FUN					
Vendor: 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
220-2210-7890	COUNTY OF LOS ANGELES DE...	Buena Vista Traffic Signal Maintenance 9/2024	24100701810		134.78
220-2210-7890	COUNTY OF LOS ANGELES DE...	Buena Vista/Evergreen TS Maintenance 9/2024	24100701872		387.21
220-2210-7890	COUNTY OF LOS ANGELES DE...	Traffic Signal Maintenance 9/2024	24100702116		3,264.92
Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:					3,786.91
Vendor: 3957 - JCL TRAFFIC SERVICES					
220-2210-7813	JCL TRAFFIC SERVICES	Parking Signs (Near The Huntington)	126298		175.30
Vendor 3957 - JCL TRAFFIC SERVICES Total:					175.30

Council Warrant Register By Vendor

Payment Dates: 10/24/2024 - 11/13/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6602 - SITE DESIGN STUDIO INC					
220-2205-8100	SITE DESIGN STUDIO INC	Highland Ave Promenade Landscape 9/4/24 - 10/20/24	24-10002	202106-2205-8100-Highland P...	6,500.00
Vendor 6602 - SITE DESIGN STUDIO INC Total:					6,500.00
Fund 220 - GAS TAX FUN Total:					10,462.21
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/WTS & MEASURES					
240-2410-7662	COUNTY OF LOS ANGELES AGR..	Parks Gopher Control 8/2024	250274		336.69
Vendor 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/WTS & MEASURES Total:					336.69
Vendor: 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
240-2405-7890	COUNTY OF LOS ANGELES DE...	KITS Monitor TMC Report 9/2024	24100701843		1,530.85
Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:					1,530.85
Vendor: 1570 - Friedrich Enterprises Inc					
240-2426-7810	Friedrich Enterprises Inc	Grocery Outlet Ctr Sweeping 10/2024	208248		784.00
Vendor 1570 - Friedrich Enterprises Inc Total:					784.00
Vendor: 3968 - LANDSCAPE WAREHOUSE III					
240-2410-7888	LANDSCAPE WAREHOUSE III	Citywide Irrigation Repairs	4204957		287.25
Vendor 3968 - LANDSCAPE WAREHOUSE III Total:					287.25
Vendor: 0217 - SOUTHEAST CONSTRUCTION PRODUCTS INC					
240-2410-7888	SOUTHEAST CONSTRUCTION ...	TC Landscape Drain Repair	2410-132873		164.22
Vendor 0217 - SOUTHEAST CONSTRUCTION PRODUCTS INC Total:					164.22
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					3,103.01
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
Vendor: 5438 - LDM ASSOCIATES INC					
260-2605-7965	LDM ASSOCIATES INC	FY25 CDBG ADA Curb Ramps Project 9/2024	8390	202511-Professional Svcs-ADA...	600.00
Vendor 5438 - LDM ASSOCIATES INC Total:					600.00
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					600.00
Fund: 270 - PAEG - PUBLIC ACCESS					
Vendor: 5029 - THE TECHNOLOGY DEPOT INC					
270-2705-8100	THE TECHNOLOGY DEPOT INC	PEG Channel Support	27229		540.00
Vendor 5029 - THE TECHNOLOGY DEPOT INC Total:					540.00
Fund 270 - PAEG - PUBLIC ACCESS Total:					540.00
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
290-2905-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 9/2024	250620TZ		11,941.67
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					11,941.67
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					11,941.67
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
Vendor: 6189 - ENTERPRISE FM TRUST					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease 10/1/2024 - 10/31/24	FBN5152715		492.21
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 33 Lease 10/1/2024 - 10/31/24	FBN5152715		441.43
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 35 Lease 10/1/2024 - 10/31/24	FBN5152715		682.06
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Lease 10/1/2024 - 10/31/24	FBN5152715		567.93
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 25 Lease 10/1/2024 - 10/31/24	FBN5152715		488.87
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease 10/1/2024 - 10/31/24	FBN5152715		428.96
Vendor 6189 - ENTERPRISE FM TRUST Total:					3,101.46
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					3,101.46

Council Warrant Register By Vendor

Payment Dates: 10/24/2024 - 11/13/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 400 - PARK DEVELOPMENT GRANT FUND					
Vendor: 6354 - NATURE FOR ALL					
400-4005-7965	NATURE FOR ALL	Fish Canyon Trail Restoration Q3 2024	WF-06.2158	202214-Exp-Fish Cyn Trail Res...	1,330.65
Vendor 6354 - NATURE FOR ALL Total:					1,330.65
Fund 400 - PARK DEVELOPMENT GRANT FUND Total:					1,330.65
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 6237 - FAST 5 HOLDING COMPANY LLC					
440-4405-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 9/2024	7728		28.00
Vendor 6237 - FAST 5 HOLDING COMPANY LLC Total:					28.00
Vendor: 3192 - Foothill Transit					
440-4405-8013	FOOTHILL TRANSIT	67th Installment of 3rd Bus 10/2024	SI010463		3,887.05
440-4405-7960	FOOTHILL TRANSIT	Duarte Local Service 9/2024	SI010464		18,425.20
440-5004	FOOTHILL TRANSIT	Duarte Local Service 9/2024	SI010464		-756.83
Vendor 3192 - Foothill Transit Total:					21,555.42
Vendor: 1465 - INLAND EMPIRE STAGES LTD					
440-4405-7788	INLAND EMPIRE STAGES LTD	High Desert Tour Excursion Transportation 10/16/24	61969		1,796.54
Vendor 1465 - INLAND EMPIRE STAGES LTD Total:					1,796.54
Vendor: 6317 - OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA					
440-4405-7673	OCCUPATIONAL HEALTH CEN...	Drug Testing 10/9/2024	84720758		120.00
Vendor 6317 - OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA Total:					120.00
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
440-4405-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 9/2024	18227		384.52
440-4405-7980	SUPERIOR PROPERTY SERVICE...	Bus Stop Pressure Washing 9/6/2024	18234		453.75
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					838.27
Vendor: 4484 - U.S. BANK					
440-4405-7610	U.S. BANK	Erwin Mendez Ca Transit Association Conference	10252024KP		750.00
Vendor 4484 - U.S. BANK Total:					750.00
Fund 440 - PROPOSITION A TRANSIT FUND Total:					25,088.23
Fund: 460 - PROPOSITION C TRANSIT FUND					
Vendor: 0903 - CITY OF MONROVIA					
460-4605-7650	CITY OF MONROVIA	Fuel-Transportation Dept 8/2024	2500590		426.83
Vendor 0903 - CITY OF MONROVIA Total:					426.83
Vendor: 3192 - Foothill Transit					
460-4605-8013	FOOTHILL TRANSIT	67th Installment of 3rd Bus 10/2024	SI010463		3,180.31
460-4605-7960	FOOTHILL TRANSIT	Duarte Local Service 9/2024	SI010464		15,075.17
460-5004	FOOTHILL TRANSIT	Duarte Local Service 9/2024	SI010464		-619.22
Vendor 3192 - Foothill Transit Total:					17,636.26
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
460-4605-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 9/2024	18227		336.46
460-4605-7980	SUPERIOR PROPERTY SERVICE...	Bus Stop Pressure Washing 9/6/2024	18234		371.25
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					707.71
Fund 460 - PROPOSITION C TRANSIT FUND Total:					18,770.80
Grand Total:					970,582.55

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	895,644.52
220 - GAS TAX FUN	10,462.21
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	3,103.01
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	600.00
270 - PAEG - PUBLIC ACCESS	540.00
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	11,941.67
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	3,101.46
400 - PARK DEVELOPMENT GRANT FUND	1,330.65
440 - PROPOSITION A TRANSIT FUND	25,088.23
460 - PROPOSITION C TRANSIT FUND	18,770.80
Grand Total:	970,582.55

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	766.45
100-1005-7641	Travel & Exp - Martin Del...	75.00
100-1005-7642	Travel & Exp - Finlay	75.00
100-1005-7643	Travel & Exp - Truong	75.00
100-1005-7644	Travel & Exp - Schulz	75.00
100-1005-7648	Travel & Exp - Kang	75.00
100-1005-7650	Travel & Exp - Lewis	75.00
100-1005-7980	Other Expenses	9.99
100-1010-7610	Travel, Mtgs & Conf	2,132.83
100-1010-7612	Publications and Dues	418.00
100-1010-7651	Election Services	1,294.80
100-1010-7670	Legal Notices	2,690.45
100-1010-7980	Other Expenses	436.96
100-1015-7684	Code Enforcement Legal	12,397.25
100-1015-7686	Other Legal Services	397.24
100-1020-7710	Chamber Of Commerce	1,750.00
100-1020-7712	Community Information ...	17,528.38
100-1020-7716	Special Community Even...	1,025.82
100-1020-7720	DCTV	1,990.00
100-1020-7724	Post Office Parking	2,420.78
100-1020-7980	Other Expenses	338.00
100-1205-7610	Travel, Mtgs & Conf	554.79
100-1205-7614	Office Supplies	340.34
100-1205-7615	Emergency Supplies	99.21
100-1205-7636	Uniforms	81.15
100-1205-7650	Vehicle Maintenance	1,938.79
100-1205-7655	Emergency Services	1,216.07
100-1205-7760	Homeless Outreach Prog...	14,500.00
100-1205-7762	Parking Pass Kiosk Costs	213.52
100-1205-7779	Youth Programs	834.60
100-1205-7780	Animal Control	6,275.00
100-1205-7781	Contract Law Enforceme...	467,211.50
100-1205-7782	Crossing Guard Contract...	15,020.64
100-1205-7783	A-Team Program	1,011.91
100-1205-7787	Public Safety Cntr Lease	9,221.00
100-1205-7823	Code/Animal Control Da...	9,601.97
100-1205-7980	Other Expenses	1,094.92
100-1205-8030	Other Equipment	159.00
100-1405-7610	Travel, Mtgs & Conf	10.00
100-1405-7614	Office Supplies	42.06
100-1405-7650	Vehicle Maintenance	129.09
100-1405-7800	Building Department Ser...	64,338.38
100-1405-7801	Industrial Waste Inspect...	1,153.67

Account Summary

Account Number	Account Name	Payment Amount
100-1405-7965	Professional Services	5,340.37
100-1405-7980	Other Expenses	3,310.36
100-1410-7610	Travel, Mtgs & Conf	1,022.71
100-1410-7650	Vehicle Maintenance	3,322.55
100-1410-7656	Emergency Generator	372.95
100-1410-7810	Street Sweeping	122.00
100-1410-7814	Graffiti Removal	4,085.57
100-1410-8030	Other Equipment (Capita...	242.48
100-1605-7002	Regular Salaries	76.92
100-1605-7610	Travel, Mtgs & Conf	146.80
100-1605-7612	Publications and Dues	-165.00
100-1605-7614	Office Supplies	135.56
100-1605-7650	Vehicle Maintenance	309.17
100-1605-7730	Special Events	4,442.96
100-1605-7732	City Picnic	2,674.36
100-1605-7733	Senior Center	6,109.40
100-1605-7734	Fitness Center	1,257.57
100-1605-7735	Teen Center	3,390.39
100-1605-7736	Youth & Adult Recreatio...	4,504.50
100-1605-7737	Adult Excursions	641.15
100-1605-7738	Teen Excursions	1,394.00
100-1605-7740	Day Camps	-42.81
100-1605-7741	Sports/Playground Progr...	3,287.65
100-1605-7745	Boxing Program	89.28
100-1605-7980	Other Expenses	1,446.51
100-1610-7616	Pool Supplies	2,934.81
100-1610-7617	Pool Chemicals	1,220.45
100-1610-7618	Building Supplies	7,924.44
100-1610-7636	Uniforms	77.07
100-1610-7650	Vehicle Maintenance	601.75
100-1610-7652	Building Maint Services	31,739.86
100-1610-8100	Other Capital Improvem...	4,624.47
100-1805-7610	Travel, Mtgs & Conf	301.20
100-1805-7612	Publications and Dues	299.00
100-1805-7614	Office Supplies	777.34
100-1805-7965	Professional Services	12,711.91
100-1805-7980	Other Expenses	38.00
100-1810-7610	Travel, Mtgs & Conf	1,957.69
100-1810-7611	Training	1,088.28
100-1810-7614	Office Supplies	71.83
100-1810-7660	Other Services	433.07
100-1810-7673	Physical Exams	153.00
100-1810-7980	Other Expenses	395.82
100-1815-7632	Software	10,885.06
100-1815-7821	Network & Internet Serv...	1,007.50
100-1815-7830	Telephone Services	2,133.07
100-1815-7965	Professional Services	12,500.00
100-1815-7980	Other Expenses	2,987.50
100-1820-7771	Repair Of City Property	2,447.00
100-1825-7613	Duplications And Photos	1,397.53
100-1825-7626	Postage	134.01
100-1825-7630	Equipment Lease	2,448.26
100-1825-7631	Equipment Maintenance	819.02
100-1825-7674	Retiree Health Insurance	3,960.00
100-1825-7687	Waste Mgmt Services	7,568.37
100-1830-8100	Vehicle Replacement (C...	10,051.43
100-2120	Refundable Deposits	350.00
100-2121	Pass Through Deposits	45,285.30

Account Summary

Account Number	Account Name	Payment Amount
100-2122	Disability Access & Educ ...	4.00
100-2123	Special Event Insurance ...	870.00
100-2124	Gazebo Refundable Dep...	100.00
100-2126	Construction and Demoli...	30,000.00
100-4004	Business License Tax	385.50
100-4302	Parking Citations	60.00
100-4406	Restroom & Gazebo Ren...	75.00
100-4408	Property Rental	4,003.02
100-4807	Health Membership Fees	120.00
100-4808	Swim Lesson Fees	56.00
100-4816	Senior Recreation Class ...	35.00
220-2205-8100	Other Capital Improvem...	6,500.00
220-2210-7813	Regulatory Signs	175.30
220-2210-7890	Repairs-Traffic Signal	3,786.91
240-2405-7890	Repairs-Traffic Signal	1,530.85
240-2410-7662	Other Serv-Citywide	336.69
240-2410-7888	Repairs-Citywide	451.47
240-2426-7810	Street Sweeping	784.00
260-2605-7965	Professional Services	600.00
270-2705-8100	Other Capital Improvem...	540.00
290-2905-7781	Contract Law Enforceme...	11,941.67
320-3205-8013	Vehicles (Capital)	3,101.46
400-4005-7965	Professional Services	1,330.65
440-4405-7610	Travel, Mtgs & Conf	750.00
440-4405-7650	Vehicle Maintenance	28.00
440-4405-7673	Physical Exams	120.00
440-4405-7788	Shuttle Services	1,796.54
440-4405-7814	Graffiti Removal	384.52
440-4405-7960	Foothill Transit Operatio...	18,425.20
440-4405-7980	Other Expenses	453.75
440-4405-8013	Vehicles (Capital)	3,887.05
440-5004	Other Revenue	-756.83
460-4605-7650	Vehicle Maintenance	426.83
460-4605-7814	Graffiti Removal	336.46
460-4605-7960	Foothill Tranist Operatio...	15,075.17
460-4605-7980	Other Expenses	371.25
460-4605-8013	Vehicles (Capital)	3,180.31
460-5004	Other Revenue	-619.22
Grand Total:		970,582.55

Project Account Summary

Project Account Key	Payment Amount
None	881,995.37
202106-2205-8100-Highland Promenade Measure M	6,500.00
202118-ATP Cycle 4-Professional Svcs	5,040.37
202214-Exp-Fish Cyn Trail Restoration/Access Plan	1,330.65
202313/100-1610-7610-Park-Building Supplies	547.76
202313/100-1610-7652-Parks-Building Maint Svcs	11,421.92
202419-Contract Law Enforcement-Tobacco Grant	659.21
202424- 100-2121/1433 Crestfield(Andres Duarte)	45,238.80
202425-CalRecycle SB1383-Waste Mgmt Svcs-FY25	7,568.37
202505/1605-7732-Car Show Registration-City Picnic	3,071.08
202511-Professional Svcs-ADA Curb Ramps	600.00
202513/100-1205-8030-Other Equip-River Bed Grant	159.00
202515CityYard storage trailer/mezzanine vandalism	2,447.00
250004 - Property Rent - Nextel Rent (Otis Gordon)	4,003.02
Grand Total:	970,582.55



**COMMUNITY DEVELOPMENT
STATUS REPORT
November 2024**

PROJECT/PROGRAM		STATUS
DEVELOPMENT		
Former Nissan Dealership		The Nissan dealership on the northeast corner of Buena Vista Street and Central Avenue has permanently closed. Staff has met with the new owner to discuss possible development of the site. The priority is for a new car dealership for the location. In the most recent discussion with the owner's representative, it was reported that the plan is to begin marketing the property in early 2025.
New Infinity/Nissan Dealership		Nissan has moved to the former Used Car Superstore at 1125 Central Ave. The Infinity brand will also be sold at this location. The new owner has informed Staff that future plans include upgrades to the building and signs.
Envision Ford		Envision Ford at 1031 Central plans to construct a new freeway sign. Permits have been issued and construction will start in early 2025. The owners plan to make a significant upgrade to the property with a new building.
Andres Duarte School		This is a Duarte Unified School District (DUSD) project which entails the development of the Andres Duarte School site with a residential development. The School District has selected a developer for the development: a partnership of Adept Development, MW Investments Group and SGV Property Fund. The Andres Duarte school site property is about 13 acres. The preliminary plan, acted on by DUSD, includes 169 units and preserves a portion of Otis Gordon Park. But there is no guarantee to this build out. The property has a general plan and zoning of Public Facilities so any development of the property will require City Council approval. The EIR consultant has been hired. The Parks & Recreation Commission reviewed the concept for the Otis Gordon Park rebuild at its September meeting.
Wyndham Hawthorn Suites Hotel (1230 Huntington Drive)		This is a two-phase project with a total of 178 rooms with 72 in the first phase. Plans were submitted for the third plan check, those plans have been returned with only a few minor items remaining. Utility plans are still in process and the development team is working on resolving easement issues. The new project manager has made significant progress and it

PROJECT/PROGRAM	STATUS
	seems likely that permits could be issued in the next couple of months.
2400 Huntington Drive	The City's Housing Authority owns the property at 2400 Huntington Drive and has recently entered into an Exclusive Negotiating Agreement with Jamboree Housing to work on a plan for property sale and development. The City Staff is working with the San Gabriel Valley COG and the San Gabriel Valley Regional Housing Trust on possible financial assistance for the development.
1401 Santo Domingo	A 20 unit townhome development was approved for the property. The property recently was sold to a new owner that plans to develop the site. Plans have not yet been submitted for plan check.
Metro Parking Lot	Staff has been working with Metro for the past several years on the development of the Metro parking lot as part of the Duarte Station Specific Plan. The intent is to replace the Metro parking into a parking structure and construct workforce housing along Fasana Road at Highland Avenue. Metro is in the final stages of developer selection. Metro has awarded an Exclusive Negotiating Agreement to Jamboree Housing. The plan is for a development with between 100-120 units of multi-generation housing. There is currently no schedule for development.
Town Center North	Staff has been meeting with property owners to develop a proposal for a complete center rehabilitation that includes new, upgraded facades, an upgraded parking lot and related improvements. Staff has been working with a commercial broker team with the goal of spurring activity. The City has hired an Architect and Engineer to develop a detailed concept plan for façade and parking lot upgrades to the center. The City has approved an Exclusive Negotiating Agreement with Red Mountain, one of the owners in the center, to work toward the sale of the City's corner property. The goal is for the owner to assist the City in coordinating all of the property owners to participate in a comprehensive improvement of the entire center as a part of the development plan.
Royal Oaks Annexation	The Council approved the annexation, including the pre-zoning and related items. LAFCO put its hearing off until its January meeting. If approved, the property should be officially annexed in February.
Solana at Duarte Station 1750 Fasana Road	MBK is building Solana, a 292-unit apartment building. This building will also be the location of the "Duarte Station" sign

PROJECT/PROGRAM	STATUS
	that will be an icon, located on the roof of the building. The revised completion date is 2025.
BP Charging Station 2107 Huntington Dr.	Permits have been issued and construction is in process for the new EV charging station on the property at the northeast corner of Huntington Drive and Bradbourne. This is a new style of charging station that includes several charging spaces and a lounge area for customers that are waiting for their vehicles to charge.
City of Hope General Projects	Working with the City of Hope on various projects in process, such as: Hope Plaza was recently completed. It is an 8 story, 350,000 square foot outpatient clinic, south of the Northeast parking structure. The Central Utility Plant reconstruction is in process and will be completed by Summer 2025 (it is located in the Irwindale portion of the property).
Westminster Gardens	Human Good, the owner, plans for a major campus expansion and has recently filed an application. The City hired MIG to assist in the preparation of the specific plan amendment and EIR. The request is for this expansion to accommodate up to 600 total units; this includes assisted living and memory care units, and mixed use. This project will take 12+ months, but Staff has had kick off meetings with the consultant and HumanGood and there is positive progress.
928 Huntington Dr.	A 16 unit apartment development has been approved for the property. Permits have been issued and construction has started. The project was put on hold while the contractor works out some construction details with SCE but should restart in the near future.
<u>PUBLIC WORKS</u>	
Highland Promenade	This project is funded by a Measure M Grant. It is for an expanded right of way along the west side of Highland Ave. that would have a park-like pedestrian walkway. The City and the property owner of 1801 Highland have approved an easement agreement. Staff discussed the right of way issue with Metro for its piece recently and the details will be resolved when the site development moves forward. City has hired KHR to develop engineering plans. The projected construction date is Fall 2024; however, a portion adjacent to the Metro parking lot may be constructed with the development on that property. Staff and the City consultant are working with SCE on moving power poles.

PROJECT/PROGRAM	STATUS
	Final plans are in process. Some details need to be resolved with SCE and with Metro before the project goes out to bid.
Recreation Trail Upgrades	Duarte was awarded a \$1.6 million federal appropriation for accessibility and quality of life upgrades to the Donald and Bernice Watson Recreation Trail. This funding was included in the 2023 Omnibus Appropriations Bill, thanks to Congresswoman Napolitano. We are still waiting to receive the funds as the State manages the process for how funds will be distributed, a process that typically takes several months. In the next few months, Staff is working on finalizing paving details, looking to hire a landscape consultant to coordinate a final bid set for Parks & Recreation Commission and City Council review. An aerial survey has been completed and the concept plan is being developed. In coordinating with Cal Trans, the date that funding will be available has changed, so the project won't go out to bid until early 2025 at the earliest. The Parks & Recreation Commission will review the concept plans in November.
Evergreen Pedestrian Improvements	This project includes pedestrian sidewalk and lighting along the north side of Evergreen Street and a widening of the sidewalk on the west side of Highland Avenue under the 210 freeway underpass. This project is funded through an ATP cycle 4 grant. The Highland underpass sidewalk (west side) was recently completed.
Encanto Park Infiltration Project	In feasibility and early design phase. Initial plan is to locate structure in the park area under the soccer field . Now that the JPA has been formed to manage construction and maintenance, the project can move forward. The design is at 60% now and the JPA will be working on developing a budget. When a final budget estimate is completed and the plans are at 90% completion or more, City Staff and the JPA will provide City Council an update and City Staff and the JPA will start public outreach.
Annual Pavement Repair	Work is complete and going to Council for the Notice of Completion at an upcoming meeting.
Annual Striping Project	The 2024-2025 annual project work is in process and should be completed in November.
Annual Concrete Repair	The 2024-2025 annual project work was delayed, but will start mid-November and take 2-3 weeks to complete.

PROJECT/PROGRAM	STATUS
Annual CDBG Curb Ramp Project	The 2024-2025 annual project is in process and will be completed in November.
Huntington Drive Medians	Bid award November 12. The project schedule calls for a January 2025 start and the project should take approximately eight months.



**PARKS AND RECREATION
STATUS REPORT
November 2024**

PROJECT/PROGRAM		STATUS
<u>YOUTH AND SENIOR PROGRAMS</u>		
Turkey Shoot Out Contest	The Teen Center is excited to host its annual basketball shootout contest for turkeys! All Duarte high school students are invited to join us on November 14 at 3 PM for a 3-point shooting competition. The top scorers will each receive a turkey to take home for their Thanksgiving celebrations.	
Senior Center Thanksgiving Dinner	On Friday, November 22, from 5 to 7 PM, individuals 55+ are encouraged to join us for an evening of gratitude with delicious food and live entertainment at the Senior Center! You'll enjoy a fully catered meal, including dessert. Preregistration is required, \$20 Resident / \$25 Non-Resident, and you can register at the Senior Center or online at ACCESSDUARTE.COM.	
<u>SPECIAL EVENTS</u>		
Holiday Decorating Contest	It's time! Get your holiday lights ready and dust off your decorations to participate in the City's annual Holiday Decorating Contest. To qualify, entries must be located within the incorporated area of Duarte, and you'll need to email duarteparksactive@accessduarte.com by Sunday, December 9. Judging will take place during the week of December 9 and contest winners will be announced on the City's website and social media platforms on Monday, December 16.	
Santa's Duarte Mailbox	The Department is once again monitoring Santa's Mailbox this season! From December 2 to December 18, you can find St. Nick's mailbox at City Hall, available during regular operating hours. Remember to include your address and phone number, as all letters will be sent to the North Pole, and Santa will write back to Duarte residents!	
Holiday Tree Lighting	The City's Holiday Tree Lighting is here again! Join us in the City Hall Courtyard on Tuesday, December 3, starting at 6:30 PM for an evening filled with free holiday cheer. Enjoy carolers, gingerbread house making, photos with Santa, and plenty of hot cocoa! Then, at 7:45 PM, don't miss the moment when Santa and the City Council light up the City's holiday tree, adorned with hundreds of lights and ornaments.	
Snow Nite	On Sunday, December 8, the Department will host its snowiest event of the year: Snow Nite at Beardslee Park (2000 Buena Vista Street) from 5 to 8 PM. In addition to snow sledding and play areas, the event will feature live holiday entertainment, Santa's Toy Workshop, photos with Santa, mechanical rides, boutique shopping, and food trucks. Best of all, it's free! Bring the whole family for a magical evening.	



MEMORANDUM

TO: Mayor and Councilmembers
FROM: Annette Juarez, City Clerk
DATE: November 12, 2024
SUBJECT: **APPROVAL OF CITY COUNCIL CONFERENCE ATTENDANCE**

California Contract Cities Association (CCCA) Sacramento Legislative Tour
January 6-8, 2025
Sacramento, CA

Registration: \$725.00
Accommodations: Conference Hotel Rate

League of California Cities, Mayors and Council Members Academy
January 22-24, 2025
Sacramento, CA

Registration: \$675.00
Accommodations: \$232 plus tax/night
Airfare: Per reimbursement policy

Or

January 29-31, 2025
Garden Grove, CA

Registration: \$675.00
Accommodations: \$169 plus tax/night



AGENDA REPORT

MEETING DATE: November 12, 2024

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

SUBJECT: Contract with Springbrook Realty Advisors to develop an affordable housing analysis and regulatory agreement for the Crestfield Townhomes development

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to sign a professional services agreement with Springbrook Realty Advisors to develop an affordable housing analysis and regulatory agreement for the Crestfield Townhomes development

FISCAL IMPACT: No fiscal impact. All costs associated with the contract with Springbrook Realty Investors will be funded by the applicant and processed through a pass through account

BACKGROUND

Crestfield Townhomes, LLC has filed an application to develop the former Andres Duarte school site with 169 townhomes. The plan also includes a rebuild of Otis Gordon Park. In preliminary discussions regarding the project, the Developer has agreed to provide some of the units for moderate income families. Moderate income families are defined as households with an average monthly income (AMI) that is 80%-120% of the county median income. In Los Angeles County the AMI for a family of four is \$98,200.

The proposed development will offer rental townhomes, so any affordable subsidy program will need to be managed by the property owner that will be responsible for annual reporting to the City. The primary purpose of the contract with Springbrook Realty Advisors will be to develop an affordable housing agreement that will specify the number of affordable units, income limits for prospective renters, methodology for determining rental rates, monitoring methodology, and term of affordability. The contract will also include providing a detailed analysis of the development pro forma to determine the financial impact of the affordability plan. The initial target is to have 14% – 16% (24-28) of the units be included in the moderate income category.

DISCUSSION/ANALYSIS

The possibility of moderate income affordable housing is a unique opportunity for the City. Most funding sources for affordable housing, such as tax credits, are directed towards income limits lower than 80% AMI. While this is not a bad thing, it does limit opportunities for moderate

affordability. This site was not listed in the City's Housing Element as a "opportunity site" to help achieve regional housing needs requirements. So, there are not specific density or affordability requirements. But moderate income housing is often missing in the market and the opportunity to provide a few units is an opportunity for the City.

Springbrook Realty Advisors, and specifically Tom Sakai, has over 30 years of experience in developing affordable housing strategies for developments. They have worked with developers and cities to develop programs that are effective. In this case, it is specifically important to consider an affordable program that is fair and achievable because the affordable units will be provided somewhat voluntarily. The proposed development will include a Planned Development Permit that will allow the development to have flexible design standards in return for design and project amenities. The affordable component will be one of those project amenities.

The proposal amount is \$28,000 which should cover the cost of all work, but because the program being developed is unique, a 25% contingency is proposed taking the contract amount to \$35,000. Any work over the proposal amount, will require written approval from the City. All costs for the work will be paid for by the developer and processed through a pass through account.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to sign a professional services agreement with Springbrook Realty Advisors to develop an affordable housing analysis and regulatory agreement for the Crestfield Townhomes development.

FISCAL IMPACT

No fiscal impact. All costs associated with the contract with Springbrook Realty Investors will be funded by the applicant and processed through a pass through account.

ATTACHMENTS

Professional Services Agreement – Springbrook Realty Advisors

Fiscal Review:



Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:



Brian Villalobos
City Manager

**CITY OF DUARTE
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and effective as of November 12, 2024 (“**Effective Date**”), by and between the City of Duarte (“**City**”), and Springbrook Reality Advisors, Inc., (“**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. RECITALS

The City wishes to engage the services of Consultant to conduct an affordable housing analysis and develop an affordable housing plan and agreement for the Andres Duarte School Project as described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

2. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until November 1, 2026, or until the tasks listed in the Scope of Services are completed, whichever is later, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the Parties.

3. SERVICES AND PERFORMANCE

A. In compliance with all terms and conditions of this Agreement, Consultant shall provide services more particularly described in the “**Scope of Services**,” which is attached hereto and incorporated herein by this reference as Exhibit A. The services may be referred to herein as the “**Services**” or “**Work**.” In the event of any inconsistency between the terms of Exhibit A and this Agreement, the terms of this Agreement shall govern.

B. As a material inducement to 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 type of work and services contemplated herein. The minimum standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant represents that the Services will be performed by Consultant or under its direct supervision, and that all personnel engaged in such Work shall be fully qualified and shall be authorized and permitted under applicable Federal, State, and local law to perform such Work. Consultant shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance of the Services and as required by law

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) any or all of this Agreement.

D. Consultant shall obtain and maintain 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 prior to the commencement of Services. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the Services, and shall indemnify, defend, and hold harmless City and its elected and appointed officials, boards, members, officers, agents, representatives, employees, and volunteers ("**City Personnel**") against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City related to the Services.

E. Consultant shall provide all Services rendered hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of 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.

F. Consultant shall assume all costs arising from the use of patented or copyrighted materials, including, but not limited to, equipment, devices, processes, and software programs, used or incorporated in the Services or Work performed by Consultant under this Agreement. Pursuant to Paragraph 8, Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold City and City Personnel harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

G. Consultant shall not subcontract the performance of any of the Services without the prior written approval of City.

H. The Parties have determined that prevailing wage laws do not apply to this Agreement because the Services do not include construction, alteration, demolition, installation, or repair work or are otherwise exempt under California's prevailing wage laws (California Labor Code section 1720 et seq.). Notwithstanding the foregoing, it is agreed by the Parties that, in connection with performance of the Services, including, without limitation, any and all "public works" (as defined by applicable law), Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of California Labor Code section 1781, as the same may be amended from time to time, and/or any other similar law. Pursuant to Paragraph 8, Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold City and City Personnel harmless from and against any liability, loss, damage, cost, or expenses (including but not limited to reasonable attorneys' fees, expert witness fees, court costs, and costs incurred related to any inquiries or proceedings) arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, State, and/or Federal law, including, without limitation, any applicable Federal and/or State labor laws (including, without limitation, the requirement to pay State prevailing wages and hire apprentices); (ii) the implementation of California Labor Code section 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing

the Services on Consultant's behalf to provide any required disclosure or identification as required by California Labor Code section 1781, as the same may be amended from time to time, or any other similar law.

4. MANAGEMENT

City's Community Development Director shall represent City in all matters pursuant to the administration of this Agreement and review the Services performed by Consultant. The City Manager shall have the authority, subject to the limitations set forth in Paragraph 5, 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 **Tom Sakai**, who shall have the authority to make all decisions for Consultant and bind Consultant to the terms of this Agreement.

5. COMPENSATION

A. City agrees to pay Consultant an amount not to exceed **Twenty Eight Thousand Dollars (\$28,000)**, based on the Scope of Services set forth in Exhibit A. With written approval from the City, up to a 25% contingency (**up to Thirty Five Thousand Dollars [\$35,000]**) may be added to the maximum contract amount if there are unforeseen issues that require additional work.

B. Consultant shall not be compensated for any Services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance, and in writing, by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given. Unless otherwise agreed to by the Parties in writing, all provisions in this Agreement applicable to Consultant's performance of the Services shall also apply to any additional services.

C. Consultant shall be paid monthly and shall submit monthly invoices/reports to City, within ten (10) days following the end of each month, showing actual Services performed. Invoices shall include billings for all charges, including authorized direct costs incurred by Consultant during the month covered by the invoice. Consultant shall be paid on the next regular Council warrant after all required paperwork is submitted. If 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 invoice/report stating the basis for such dispute.

6. 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 invoice/report to City pursuant to Paragraph 5, 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), City may first serve upon 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. If Consultant fails to cure the default within the specified period of time, City shall have the right to immediately terminate this Agreement pursuant to this 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 City which notice shall specify the material default. Upon receipt of such notice, City may, but shall not be obligated to, effect to remedy such default, which remedy will cause the notice of termination to no longer apply, and this Agreement to continue in effect.

7. RECORDS AND OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to produce an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of six (6) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, computer files, surveys, notes, and other documents prepared in the course of providing the Services to be performed pursuant to this Agreement ("**Work Product**") shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Consultant. Consultant shall provide such items to City promptly upon completion of this Agreement. City acknowledges that such Work Product is not intended or represented to be suitable for use unless completed by Consultant, or for use or reuse by City or others on extensions of the Services or Work under this Agreement, or for any other use or purpose, without written verification or adaptation by Consultant. Any such use, reuse, or any modification of the Work Product, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants.

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.

8. INDEMNIFICATION

A. To the fullest extent permitted by law, except as set forth in subparagraph (B), Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold harmless City and City Personnel from and against any and all claims, actions, suits, claims, demands, judgments, attorneys' fees, costs, damages, losses, penalties, obligations, expenses, or liabilities ("Claims") that may be asserted or claimed by any person or entity arising out of, or pertaining to, Consultant's negligence, recklessness, or willful misconduct, whether or not there is concurrent active or passive negligence on the part of City and/or any City Personnel, but excluding any Claims arising from the sole negligence or willful misconduct of City or any City Personnel. Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorneys' fees incurred in connection therewith. Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities. In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such Claims arising out of or in connection with the Work being performed or Services being provided under this Agreement, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorneys' fees and expert witness fees. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by City in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any loss, liability, or damage is incurred by way of settlement or resolution without a court, jury, or arbitrator having made a determination of Consultant's percentage of fault, the Parties agree to mediation with a neutral third-party to determine Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost requirement owed to City.

B. The provisions of this subparagraph (B) apply only if Consultant is a "design professional" within the meaning of California Civil Code section 2782.8(c). If Consultant is a "design professional," within the meaning of Section 2782.8(c), then notwithstanding subparagraph (A), to the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.6), Consultant shall defend (with legal counsel acceptable to City), indemnify, and hold harmless City and City Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any sub-consultant, subcontractor, or any other person directly or indirectly employed by them, or any person that any of them control, arising out of Consultant's performance of any task or Service for or on behalf of City under this Agreement. Such obligations to defend, hold harmless, and indemnify City or any City Personnel, shall not apply to the extent that such Claims are caused, in part, by the sole negligence or willful misconduct of City or City Personnel. Consultant's cost to defend City and/or City Personnel against any such Claim shall not exceed Consultant's proportionate percentage of fault with respect to that Claim; however, pursuant to California Civil Code section 2782.8(a), in the event that one or more of the defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with City (and, if applicable, other parties) regarding any unpaid defense costs. To the extent Consultant has a duty to indemnify City or any City Personnel under this subparagraph (B), Consultant shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

C. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Consultant's negligent acts, errors, omissions, or willful misconduct, in performing or failing to perform Consultant's obligations under this Agreement. City in its sole and absolute discretion, may withhold any payment due to Consultant, without liability for interest, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Consultant's obligation to pay City any sums Consultant owes City.

9. INSURANCE

Without limiting Consultant's indemnification obligations of City as set forth in this Agreement, and prior to the commencement of Work, Consultant shall obtain, provide, and maintain, at its own expense, during the entire term of this Agreement including any extension thereof, policies of insurance of the type and amounts described in Exhibit B and in a form satisfactory to City.

A. No Work or Services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance evidencing the required insurance coverages and said Certificates of Insurance are reasonably approved by City. Certificates are to reflect that the insurer will provide thirty (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 canceled for any reason, Consultant shall, prior to the cancellation date, submit new evidence of insurance.

B. The provisions of any workers' compensation or similar law 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.

C. 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.

D. The City's Director of Administrative Services shall have the authority to adjust or amend the insurance requirements in Exhibit B of this Agreement so long as such amendment or adjustment is agreed to in writing by the Parties.

10. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to City a wholly independent contractor. 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 City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.

B. No City-provided 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.

11. NO UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of 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 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. Consultant further warrants that it has not employed or retained any company or person other than a bona fide employee working for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. 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 this Agreement during his/her tenure or for one (1) 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.

13. 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, gender, gender identity, gender expression, physical or mental disability, age, military status, marital or familial status, sexual orientation, national origin, or ancestry.

14. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

No City Personnel shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

15. 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; (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; (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; or (d) e-mailing the notice to the e-mail addresses as set forth below:

If to City: City of Duarte
Craig Hensley, Community Development Director
1600 Huntington Drive
Duarte, California 91010

If to Consultant: Springbrook Realty Advisors
Attn: Tom Sakai
5100 Birch Street, Suite 100
Newport Beach, CA 92660

16. GOVERNING LAW; ATTORNEYS' 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 from the non-prevailing Party all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other related expenses. The Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the Parties 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.

17. RIGHTS AND REMEDIES ARE CUMULATIVE; 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 non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No waiver by

either Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. SEVERABILITY

If any portion of this Agreement is found by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, or condition, or provision contained in this Agreement. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to give effect to the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be performed as originally contemplated to the greatest extent possible.

19. 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, relating to the obligations of the Parties described in this Agreement, are merged into this Agreement and shall be of no further force or effect.

20. CONFLICTS OF INTEREST

Consultant represents, warrants, and covenants that he, she, or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant further agrees that while this Agreement is in effect, Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant acknowledges that pursuant to the provisions of the Political Reform Act (California Government Code section 87100 et seq.), City may determine Consultant to be a "consultant" as that term is defined by the Political Reform Act. In the event City makes such a determination, Consultant agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Consultant further agrees to require any other person doing Work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

21. NO THIRD-PARTY BENEFICIARIES

This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other

person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

22. PARAGRAPH HEADINGS AND SUBHEADINGS

The paragraph headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

24. EXECUTION OF CONTRACT

The persons executing this Agreement on behalf of each of the Parties 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.

25. CITY MANAGER AUTHORITY

City's City Manager shall have the authority to make non-material changes, non-material amendments, or clerical edits to this Agreement on behalf of the City.

[Signatures on following page.]

IN WITNESS WHEREOF, the City Council of the City of Duarte caused the Agreement to be subscribed by its Mayor or City Manager and said Consultant has executed or caused this Agreement to be executed by its duly authorized officer(s).

CITY OF DUARTE

CONSULTANT

Springbook Realty Advisors, Inc.

Brian Villalobos, City Manager

By: Sam Lake

Its: Principal

Date: _____

Date: 10/19/24

ATTEST

City Clerk

Date: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

City Attorney, City of Duarte

Date: _____

EXHIBIT A
Scope of Services

EXHIBIT B

Insurance Requirements

A. Insurance Required

(1) Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

(2) Automobile Insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles in an amount not less than \$1,000,000 combined single limit for each accident.

(3) Workers' Compensation Insurance providing statutory benefits as required by California law.

(4) Employer's Liability Insurance with limits in an amount not less than \$1,000,000.

(5) Professional Liability or Errors and Omissions Insurance designed to protect against acts, errors, or omissions of 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. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the Services required by this Agreement.

B. All insurance policies required hereunder, except the workers' 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. Best's rating of A- or better and a minimum financial size VII in accordance with the latest edition of Best's Key Rating Guide.

(2) The policies shall be endorsed to name 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 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) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days' advance written notice of such change.

C. Consultant shall renew the required coverage annually as long as City or its employees or agents face an exposure from 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.

October 3, 2024
Via E-mail

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

Re.: Proposed MW/Adept Andres Project

Dear Mr. Hensley:

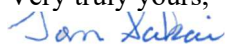
I am pleased to present the scope of services for consulting services on the proposed MW/Adept development project to be located on the unused Andres school site owned by the Duarte Unified School District.

The proposed scope of services and estimated cost are listed on Exhibit A. This scope of services is of course subject to revision; if you would like it revised please contact me. Our billing rates are listed on Exhibit B. Those billing rates, as noted, are subject to adjustment on or after March 1, 2025.

During the course of this assignment, we may express opinions or beliefs about the effectiveness of various courses of action or about the results that might be anticipated. Such statements are expressions of opinion only and should not be construed as promises or guarantees.

You have the right to terminate our services at any time; however Springbrook shall be compensated for all services performed to the date of termination based on the billing rates in Exhibit B. Springbrook may withdraw with your consent or for good cause. Good cause may include a failure to pay our invoices in a timely manner or any other material matter that in our judgment impairs an effective consultant-client relationship.

This proposal is good for 45 days. If this proposal letter meets with your approval, please sign where indicated on the following page and return a copy via fax or e-mail. I look forward to working with you on this assignment.

Very truly yours,

Tom Sakai

We have read the above letter of agreement and we agree to its terms.
City of Duarte:

By: _____

Date: _____

Exhibit A

Scope of Professional's Services and Estimated Maximum Fee

<i>Task</i>	<i>Estimated Maximum Fee</i>
1. Preparation of a proforma/affordable housing study for the development. This will be based on rental rates for comparable projects in the area, estimated construction costs based on discussions with contacts in the development industry, other property development costs, and property valuation metrics. The proforma will analyze the impact of varying percentages of Moderate Income units within the project. If available, the detailed financial proposal to be submitted by the Developer to Duarte Unified School District will be reviewed or may serve as the basis for the proforma. Fee will be billed based on time incurred and the hourly rates shown in Exhibit B. Up to 50% of the maximum fee will be billed upon submittal of the first draft of the proforma/financial report to City of Duarte staff. The remaining amounts will be billed on a monthly basis.	\$18,000
2. Preparation of a draft regulatory agreement. This agreement will specify the number of affordable units, income limits for prospective renters, methodology for determining rental rates, monitoring methodology, and term of affordability. The regulatory agreement will be subject to the review and approval of the City Attorney prior to submittal of the document for City Council approval.	7,000
3. Preparation of an outline of a Marketing Plan to be submitted to the Developer. This item includes review of the Marketing Plan, to be prepared by the Developer, which will be subject to review and approval by City staff.	3,000
Total Estimated Fee	\$28,000

Exhibit B
Fees and Billing

The compensation for services rendered shall be based on the following rates:

Principal	\$360 per hour
Financial Analyst	200 per hour

The rates shown above are subject to adjustment on or after March 1, 2025 via written notification. The hourly rates quoted are inclusive of all ordinary expenses such as mileage, telephone charges, copies, postage and handling, and clerical costs. Other reimbursable expenses, such as printing, and delivery services will be billed at cost. Invoices are due and payable 30 days after receipt.



AGENDA REPORT

MEETING DATE: November 12, 2024
TO: Mayor and Members of the City Council
FROM: Kristen Petersen, Assistant City Manager
SUBJECT: Second Reading and Adoption of Ordinance No. 926 Amending Sections of Duarte Municipal Code Chapters 5.04, 5.08, 5.12, 5.16, 5.24, and 5.60 Regarding License and Permit Fees
RECOMMENDATION: It is recommended that City Council adopt Ordinance No. 926.
FISCAL IMPACT: None.

BACKGROUND

City staff are proposing an amendment to the Duarte Municipal Code (“DMC”) to update outdated provisions and to ensure that all business license fees are approved by City Council resolution. Amending the DMC to allow business license fees to be adopted by resolution would allow for more flexibility and responsiveness to the cost of services relating to business licenses. Thus, City Staff is bringing forth an ordinance to amend the DMC and a resolution confirming certain business license fees to ensure consistency and clarity.

At its meeting on October 8, 2024, the City Council conducted a first reading of this Ordinance. If adopted by the City Council, Ordinance No. 926 will go into effect in thirty (30) days.

ATTACHMENT

- A. Ordinance No. 926 Amending Sections of Duarte Municipal Code Chapters 5.04, 5.08, 5.12, 5.16, 5.24, and 5.60 Regarding License and Permit Fees and Resolution Adopting Existing License and Permit Fees with Exhibit A.

Fiscal Review:

Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:

Brian Villalobos
City Manager

ORDINANCE NO. 926

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE,
CALIFORNIA, AMENDING SECTIONS OF DUARTE MUNICIPAL CODE
CHAPTERS 5.04, 5.08, 5.12, 5.16, 5.24, and 5.60 REGARDING LICENSE
AND PERMIT FEES**

WHEREAS, the City of Duarte currently includes business license fees within Title 5, Business Licenses and Regulations, of the Duarte Municipal Code; and

WHEREAS, pursuant to Section 5.04.215 of the Duarte Municipal Code, the license fees contained in Chapter 5.08 of Title 5 of the Duarte Municipal Code are subject to an annual cost of living adjustment; and

WHEREAS, based on the application of the annual cost of living adjustment, the license fee amounts specified within the Duarte Municipal Code are outdated and cause confusion for members of the Duarte business community; and

WHEREAS, for convenience of the public, it is desirable to remove the specific license fee amounts from the Duarte Municipal Code and include the license fee amounts in an annual resolution of the City Council, which will confirm the license fee amounts for each year; and

WHEREAS, confirming the license fee amounts in an annual resolution of the City Council does not change the license fee amounts that would be calculated and applicable if the specific license fee amounts were to remain in the Duarte Municipal Code; and

WHEREAS, the license fees amount shall be removed from the Duarte Municipal Code and placed into a resolution.

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

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. Certain sections of Duarte Municipal Code Chapters 5.04, 5.08, 5.12, 5.16, 5.24, and 5.60 are amended as demonstrated in Exhibit A. Sections not referenced in Exhibit A remain unchanged.

SECTION 3. The City Council finds and determines that this ordinance is exempt from the California Environmental Quality Act (CEQA) under State CEQA Guidelines Section 15060(c)(2), in that the adoption of this Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment, and is further and independently exempt from the California Environmental Quality Act under State CEQA Guidelines Section 15061(b)(3), in that it can be seen with certainty there is no possibility the adoption of this Ordinance will have a significant effect on the environment. In addition, the repeal is exempt under CEQA Guidelines section 15321, relating to the enforcement of a law.

SECTION 4. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published using the alternative summary and posting procedure authorized under Government Code Section 36933(c).

THE FOREGOING ORDINANCE IS PASSED, APPROVED, AND ADOPTED by a vote of no less than a majority of City Council at a regular meeting of the City Council of the City of Duarte held on the 12th day of November 2024.

Vinh Truong
Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, 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. 926 was introduced for first reading on October 8, 2024 and was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 12th day of November 2024, by the following vote:

AYES:
NOES:
ABSENT:

Annette Juarez
City Clerk

Chapter 5.04 - LICENSES AND PERMITS GENERALLY

5.04.010 - Definitions.

For the purpose of this title, unless it is plainly evident from the context that a different meaning is intended, the words and phrases used herein shall have the following meaning:

- (a) LICENSE OR LICENSEE. "License" or "licensee" as used generally herein means and includes respectively, the words "permit," or "permittee" or the holder for any use or period of time of any similar privilege wherever relevant to any provision of this title or other ordinance.
- (b) PREMISES. "Premises" means and includes all lands, structures, places and the equipment and appurtenances connected or used therewith in any business, and also, any personal property which is either affixed to, or is otherwise used in connection with any such business conducted on such premises.

5.04.020 - License required.

No person shall engage in any business which is subject to a license fee under this title without having procured a proper license as prescribed in this title and without complying with all regulations of such business contained in this title and other ordinances.

5.04.030 - Permits as prerequisite.

No license shall be issued to engage in any business when the provisions of this title, or other ordinance of this city, require a permit to be obtained as a prerequisite to engaging in such business, until such permit is first obtained. Any license issued in violation of this section shall be void.

5.04.040 - Issuance of license—Contents.

All licenses shall be prepared and issued by the director of finance appointed by the city council or by a person duly appointed to do so by the director of finance. Each license shall state upon its face at least the following:

- (a) The person to whom issued;
- (b) The kind of business licensed thereby;
- (c) The location of such business;
- (d) The effective date of such license;

EXHIBIT A

- (e) The expiration date of such license;
- (f) Such other information as shall be deemed necessary by the director of finance.

5.04.050 - Duration of license.

The duration of any license issued under the provisions of this title shall be limited as follows:

- (a) Except as otherwise provided in this title, if the license fee is any annual license fee, the license shall expire on the last day of the eleventh month following the issuance of the license. For example, a license issued during the month of November shall expire on October 31st of the following year.
- (b) Nine (9) month licenses shall be in effect from the day on which the license is issued to and through nine (9) months and shall expire exactly nine (9) months after the day the license is issued. Six (6) month licenses shall be in effect from the day on which the license is issued to and through six (6) months and shall expire exactly six (6) months after the day the license is issued. Three (3) month licenses shall be in effect from the day on which the license is issued to and through three (3) months and shall expire exactly three (3) months after the day the license is issued. For example, a three month license issued on November 15th would expire on February 15th.
- (c) If the license fee is a daily license fee, the license shall expire twenty-four hours from the time it becomes effective.
- (d) All license fees which apply to business categories not falling within the scope of the above subsection shall be governed by the specific expiration dates set forth in the applicable sections.

5.04.060 - Applicant in debt to city.

No license for any ensuing, current or unexpired license period shall knowingly be issued to any person who, at the time of making application for any license, is indebted to the city for any unpaid license fee required to be paid under the provisions of this title.

5.04.070 - Licenses nontransferable—Exceptions.

No license issued under this title shall be transferable; provided, however, that where a license is issued authorizing a person to conduct a business at a particular place, such licensee may, upon application to the director of finance, have the license previously issued

EXHIBIT A

amended so as to authorize the conduct of such business at another location by the same licensee.

5.04.080 - Posting and keeping of licenses.

All licenses must be kept and posted in the following manner:

- (a) Any licensee transacting business at a fixed place of business in the city shall keep the license posted in a conspicuous place upon the premises where such business is located.
- (b) Any licensee transacting business, but not operating in a fixed place of business in the city, shall keep the license upon his person at all times while transacting such business within the city.
- (c) Every vehicle for which a license is required shall display such license in a conspicuous place on the right side of the operator's compartment, so that it is clearly visible from outside the compartment.

5.04.090 - Duplicate license.

A duplicate license may be issued by the director of finance to replace any license previously issued under the provisions of this title which has been lost or destroyed upon the licensee filing an affidavit to such fact, and at the time of filing such affidavit paying to the director of finance a fee established by resolution of the city council.

5.04.100 - Exemption for interstate commerce.

Every person claiming to be entitled to exemption from the payment of any license provided for in this title upon the ground that such license casts a burden upon his right to engage in commerce with foreign nations or among the several states, or conflicts with the regulations of the United States Congress respecting interstate commerce, shall file a verified statement with the director of finance disclosing the interstate or other character of his business entitling such exemption. Such statement shall state the name and location of the company or firm for which the orders are to be solicited or secured, the name of the nearest local or state manager, if any, and his address, the kind of goods to be delivered, the name under which the same are to be shipped or forwarded, the method of solicitation or taking orders, the location of any warehouse, factory or plant within the state of California, the method of delivery, the name and location of the residence of the applicant and any other facts necessary to establish such claim of exemption. A copy of the order blank, contract form or other papers used by such person in taking orders shall be attached to the affidavit for the information of the director of finance.

EXHIBIT A

If it appears to the director of finance that the applicant is entitled to such exemption, the director of finance shall forthwith issue a free license. In case of dispute the decision of the city attorney shall be final.

5.04.110 - Exemption under provisions of state law.

Every person claiming to be entitled to an exemption from payment of any license fee provided for in this title under state law shall file a verified statement with the director of finance disclosing the character of the business entitling such exemption. Said statement shall state the name and location of the company or firm claiming the exemption, the statutes relied upon, if any, the type of business conducted and facts establishing that the person, organization or firm is exempt under state law. Additional information shall be supplied to the director of finance upon request in order to ascertain whether or not the claimant is exempt under state law. In case of dispute, the decision of the city attorney shall be final.

5.04.120 - Exemption for disabled war veterans.

A disabled war veteran shall not be charged a license fee under the terms of this title for engaging in the business of peddler or solicitor, provided such disabled war veteran first furnish to the director of finance satisfactory evidence of honorable discharge from the United States Armed Forces, and furnishes like satisfactory evidence that he or she is unable to obtain a livelihood by manual labor and is a resident of the State of California. However, nothing contained herein shall relieve a disabled war veteran of the necessity for obtaining a license, even though such license may be obtained without fee.

5.04.130 - Public utility and franchise holders exemption.

All public utilities or privately owned public utilities serving customers within the city of Duarte shall be exempt from the provisions of this title.

5.04.140 - Exemption for secondhand dealers.

When any person is engaged in any business licensed under the provisions of this title and as an incident to this business accepts secondhand goods as part payment on any new merchandise, such person shall not be required to obtain a license as a secondhand dealer, and the doing of such acts shall not be considered as dealing in secondhand merchandise.

5.04.150 - Endorsement required for exemptions.

Whenever the director of finance shall issue any license granting any exemption provided for in this title, the person to whom such license is issued shall endorse thereon his signature in ink in the presence of the director of finance, city clerk or deputy city clerk, and no such license shall be transferable.

EXHIBIT A

Any such exempt license shall be issued by the director of finance only for the minimum license period of any such business, and may be renewed for the same period under the same conditions and in the same manner as originally obtained.

5.04.160 - Exemption for minors.

Minors under the age of eighteen years shall be entitled to a free license for engaging in part-time activities coming within the definition and license requirements of this title, but they shall be subject to all permit and registration procedures.

5.04.170 - Exemption for noncommercial uses.

The provisions of this title shall not be deemed or construed to require the payment of a license fee to conduct, manage or carry on any business, occupation or activity from any institution or organization which is conducted, managed or carried on wholly for the benefit of charitable purposes or from which profit is not derived either directly or indirectly, by any individual; nor shall any license fee be required for the conducting of any entertainment, concert, exhibition or lecture on scientific, historical, literary, religious or moral subjects within the city whenever the receipts of any such entertainment, concert, exhibition or lecture are to be appropriated to any church, nonprofit school, hospital or to any religious or benevolent purpose; nor shall any license fee be required for the conducting of any entertainment, dance, concert, exhibition or lecture by any religious, charitable, fraternal, nonprofit educational, military, nonprofit service club, state, county or municipal organization or association whenever the receipts of any such entertainment, dance, concert, exhibition or lecture are to be appropriated for the purpose and objects for which such organization or association was formed and from which profit is not derived, either directly or indirectly by any individual; provided, however, that nothing in this section shall be deemed to exempt any such organization or association from complying with any of the provisions of this title requiring a permit to conduct, manage or carry on any profession, trade, calling or occupation.

5.04.180 - Claim of exemption.

Any person claiming an exemption pursuant to Sections 5.04.100 to 5.04.170 shall file a verified statement with the director of finance stating the facts upon which exemption is claimed.

5.04.190 - License fee waived for exempt licenses.

The director of finance shall, upon a proper showing contained in the verified statement, issue a license to such person claiming exemption under Sections 5.04.100 to 5.04.170 without payment to the city of the license fee required by this title.

5.04.200 - Revocation of exempt licenses.

The director of finance, after giving notice and a reasonable opportunity for a hearing to a licensee, may revoke any license granted pursuant to the provision of Sections 5.04.100 to 5.04.170 upon information that the licensee is not entitled to the exemption as provided.

5.04.210 - Remedies for violation cumulative.

The conviction and punishment of any person for engaging in any business without first obtaining a license to conduct such business shall not relieve such person from paying the license fee due and unpaid at the time of such conviction, nor shall the payment of any license fee prevent a criminal prosecution for the violation of any of the provisions of this title. All remedies prescribed hereunder shall be cumulative and the use of any one or more remedies by the city shall not bar the use of any other remedy for the purpose of enforcing the provisions of this title.

5.04.215 - Annual cost-of-living adjustment.

If approved by resolution of the City Council, all license fee amounts shall be adjusted annually in accordance with the formula set forth in this section. On April 30th of each year, commencing in 1976, the city clerk shall determine the level on that date of the cost-of-living standard ("the index") of the United States Department of Labor, Bureau of Labor Statistics, for the Los Angeles-Long Beach standard metropolitan area. On April 30, 1976, such level shall be compared with the level as it was on May 31, 1975. On April 30th of each succeeding year, such level shall be compared with the level as it was on the date one year preceding. The percentage increase or decrease in the level shall be applied to all of the applicable license fees specified in this title, as they may previously have been adjusted by application of this section or otherwise. Such rates shall be adjusted in accordance with the percentage increase or decrease so determined and the result shall be rounded off to the nearest dollar. The rates so determined shall be the rates in effect for the following fiscal year.

5.04.220 - License fee a debt.

The amount of any license fee and penalty imposed by the provisions of this title shall be deemed a debt to the city of Duarte. An action may be commenced in the name of the city in any court of competent jurisdiction, for the amount of any delinquent license fee and penalties.

5.04.230 - Misrepresentation prohibited.

No person shall knowingly or intentionally misrepresent to any officer or employee of the city any material fact in procuring the licenses or permits provided for in this title.

5.04.240 - Grounds for revocation or suspension.

- (a) Any license or permit granted or issued under the provisions of this title may be revoked or suspended by the finance director if the finance director or his or her designee determines, after a hearing pursuant to Section 5.04.250 of this code, that:
 - (1) The holder of the license or permit has obtained the license or permit by misrepresentation;
 - (2) The holder of the license or permit has failed to comply with one or more of the specific provisions of this code or any other resolution or ordinance of this city;
 - (3) The license or permit is being used in contravention of any state or federal law or regulation;
 - (4) The holder of the license or permit has not obtained or does not currently hold each and every one of the additional governmental approvals or entitlements required in order to lawfully operate the business, or alternatively, that the holder of the license or permit did not identify, on the application, certain required government approvals or entitlements that the licensee does not have;
 - (5) The premises wherein any business described in this title is conducted are not in good and sanitary condition, or have become dangerous to or adversely affect the public health, safety, welfare, morals or peace;
 - (6) The business of the person to whom such license or permit was issued has been conducted in a manner that is dangerous to or adversely affects the public health, safety, welfare, morals or peace; or
 - (7) The license or permit is being used for a purpose different from that for which it was issued.
- (b) **SALE OF SYNTHETIC DRUGS PROHIBITED.** No person owning or operating a business in the city, and no business holding a business license may sell or offer to sell "synthetic drugs" as that term is defined under Section 6.21.020(1) of this code or engage in any other conduct that is prohibited under Sections 6.21.030, 6.21.040, or 6.21.050 of this code.
- (c) **REVOCATION OF BUSINESS LICENSE FOR SYNTHETIC DRUG SALES.** In addition to any other penalty authorized by law or this code, the penalty for selling, or offering to sell "synthetic drugs" as that term is defined under section 6.21.020(1) of this code or engaging in any other conduct that is prohibited under sections 6.21.030, 6.21.040, or 6.21.050 of this code shall be as follows:

EXHIBIT A

- (1) FIRST VIOLATION. When a person or business is found to violate this section, that person or business shall be issued a formal, written warning from a city code enforcement officer to cease the prohibited activity.
- (2) SECOND VIOLATION. When a person or business is found to violate this section after being issued a formal, written warning for a previous violation, that person or relevant agent for the business shall be given a written notice of violation directing that a management level representative must attend an education course of not less than one hour, on the topic of (and taught by a person reasonably knowledgeable in) the identification and consequences of using synthetic drugs, along with information on how to register for such a course. Formal documentation of the completion of this course shall be provided to the city's code enforcement officer within four weeks of a second violation, and failure to provide such documentation shall result in the code enforcement officer moving forward with summary revocation of the relevant business license as set forth in the following subsection (c)(3).
- (3) THIRD VIOLATION. When a person or business is found to violate this section or Chapter 6.2I of this code for a third time, or if a person or business that has violated this section twice fails to timely complete the required education course pursuant to subsection (c)(2) above, that person or business shall be given written notice by the code enforcement officer that its business license for the premises in question is immediately and summarily revoked, and that continued operation of the business in question thereafter shall be deemed a violation of the city's municipal code. A copy of such notice shall be posted at a prominent location upon the property in question. An action to revoke a business license under this section may be appealed within ten days of the date of the written notice of the summary revocation, pursuant to the procedure set forth in Section 5.04.260 of this code. Notwithstanding any provision of the municipal code to the contrary, and because the city council has declared that a business operating in violation of this section poses an immediate threat to public health, safety and welfare, the filing of an appeal in connection with the immediate, summary revocation of a business license under this section shall not stay the effectiveness of the revocation during the pendency of an appeal.

5.04.250 - Procedure for revocation or suspension.

- A. AUTHORITY OF FINANCE DIRECTOR. The director of finance upon hearing, after giving the licensee five days' notice of the grounds for revocation or suspension,

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and the time and place of hearing, and requiring him to show cause why his license or licenses should not be revoked, may revoke or suspend any one or more of the licenses held by such licensee. Within three days after the decision, the director of finance shall notify the licensee thereof.

- B. APPEAL. Any person aggrieved by the decision of the director of finance may appeal therefrom to the city council in the manner provided in Section 5.04.260.
- C. FAILURE TO APPEAL. In the event no appeal is taken by the licensee, the decision of the director of finance revoking or suspending such license shall become final and conclusive on expiration of the time herein fixed for appeal.

5.04.260 - Appeal procedure.

Unless a different appeal procedure for specific grievances is provided elsewhere in this title, the following procedures shall apply:

- (a) Any person aggrieved by any decision of the director of finance or of any other officer of the city made pursuant to the provisions of this title may appeal therefrom to the city council within fifteen days after notice thereof, by filing with the city clerk a written notice of appeal, briefly stating in such notice the grounds relied upon for appeal. If such appeal is made within the time prescribed, the city clerk shall cause the matter to be set for hearing before the city council to be held within thirty days from the date of receipt of such notice of appeal, giving the appellant not less than ten days' notice in writing of the time and place of hearing. The findings and determination of the city council at such hearing shall be final and conclusive, and within five days after such findings and determination are made, the city clerk shall give notice thereof to the appellant.
- (b) In the event no appeal is taken by the permittee, the decision of the director of finance or other city officer shall become final and conclusive on expiration of the time herein affixed for appeal.

5.04.270 - License not permissive.

The payment of a license fee required by the provisions of this title, and its acceptance by the city and the issuance of such license to any person shall not entitle the holder thereof to carry on any business unless he has complied with all of the requirements of this title and the city zoning ordinance and all other applicable laws and ordinances, nor to carry on any business in any building or on any premises designated in such license in the event such building or premises are situated in a zone, or locality in which the conduct of such business is in violation of any law.

5.04.280 - Inspection of premises.

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No business license for a new business at any location or an old business at a new location, or a transfer of ownership or management at the same location shall be issued until the building inspector has inspected such premises and given his written statement to the director of finance that the building or buildings are in compliance with the building regulations of the city of Duarte.

5.04.290 - Inspection and enforcement.

It shall be the duty of the director of finance, and he is directed to enforce each and all of the provisions of this title, and the chief of police shall render such assistance in the enforcement hereof as may from time to time be required by the director of finance and the city council or either of them.

The director of finance or his deputies in the exercise of the duties imposed upon him hereunder, shall examine or cause to be examined all places of business in the city to ascertain whether the provisions of this title have been fully complied with.

The director of finance and all of his deputies or any police officer shall have the power and authority to enter, free of charge at any reasonable time, any place of business required to be licensed herein, and demand the exhibit of the license certificate. Any person having such license certificate theretofore issued in his possession or under his control, who willfully fails to exhibit the same is guilty of a misdemeanor and subject to the penalties provided for by the provisions of this title. It shall be the duty of the director of finance and each of his assistants to cause a complaint to be filed against any and all persons found to be violating any of the provisions.

5.04.300 - Extension of filing period.

In addition to all other power conferred upon him, the director of finance shall have the power for good cause shown, to extend the time for filing any required sworn statement for a period not exceeding thirty days, and in such case to waive any penalty that would otherwise have accrued; and shall have the further power, with the consent of the council, to compromise any claim as to amount of license fee due. Negligence of the applicant above shall not be sufficient cause.

5.04.310 - Penalty for violation.

Any person violating any of the provisions of this title is guilty of a misdemeanor, and upon conviction thereof shall be punishable as provided in Section 1.04.100 of this code.

(Ord. 72 § 104, 1960)

5.04.320 - Illegal or unlawful businesses.

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- (a) Notwithstanding any other provision of this code to the contrary, no license under this title shall be issued for, or if issued shall not be interpreted or construed as authorizing or permitting the conduct of or continuance of, any illegal or unlawful business or practice, including but not limited to, the furnishing, sale, or provisioning of any service, good, or product that is illegal or unlawful under this code or under any state or federal law or regulation.
- (b) Should any license under this title be issued for any illegal or unlawful business or practice, such license shall be null and void ab initio, no refund shall be issued for any license fee paid, and the provisions of Section 5.04.250 shall not apply thereto.
- (c) Nothing in this section shall limit the authority of the city to enforce any other provision of this code.

Chapter 5.08 - LICENSE AND PERMIT FEES*

5.08.010 - Definitions.

For the purpose of this chapter, the words and phrases used herein shall have the following meaning unless the context shows a different meaning:

RENTAL UNIT. The term "rental unit" shall mean a building or portion of a building which is designed, built, rented, leased, let or hired out to be occupied or which is occupied as the home or residence of a person or persons living independently of each other.

AVERAGE NUMBER OF PERSONS EMPLOYED. The average number of persons employed in the applicant's business for one year, shall mean that determined by adding the number of hours worked by all employees during the preceding calendar year and dividing by 2080. In computing the average number of persons employed fractions of numbers shall be excluded.

BUSINESS. The term "business" shall mean all professions, trades, and occupations and all and every kind of calling, carried on for profit or livelihood.

EMPLOYEE. The term "employee" shall mean all persons engaged in the operation or conduct of any business, whether as owner, any member of the owner's family, partner, agent, manager, solicitor and any and all other persons employed or working in or for said business.

QUARTER. As used in this chapter, the term "quarter" shall mean and apply to the portion of a year as follows:

- First quarter: July 1 to September 30 inclusive;
- Second quarter: October 1 to December 31 inclusive;
- Third quarter: January 1 to March 31 inclusive;
- Fourth quarter: April 1 to June 30 inclusive.

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Whenever in this chapter a license fee is declared to be payable "quarterly" or "per quarter" this shall refer to the computation of the amount of the fee, and not to the time of payment. All fees are payable in advance for the remainder of the fiscal year and this section shall not be construed to permit the issuance of a license for less than the remainder of a fiscal year.

HOTEL OR ROOMING HOUSE. The terms "hotel or rooming house" shall mean any lodging house, hotel, rooming house, dormitories or public or private club containing three or more guest rooms, and which is occupied or is intended or designed for occupancy by four or more guests, whether rent is paid in money, goods, labor or otherwise and which is maintained, advertised or held out to the public as a place where sleeping or rooming accommodations are furnished to the whole or any part of the public whether with or without meals.

PERSON. The term "person" shall mean all domestic and foreign corporations, associations, syndicates, joint stock corporations, partnerships of every kind, clubs, business, or common law trusts, societies, and individuals transacting and carrying on any business in the city other than as an employee.

PUBLIC UTILITY. The term "public utility" shall mean any person furnishing the public with communication, water, light, gas, heat, power, or other public utility or service subject to regulation by the public utilities commission of the state of California.

5.08.020 - Fee payment required.

Every person who engages in business within the city of Duarte shall pay a license fee in the amount hereinafter prescribed.

5.08.030 - General effect of chapter.

This chapter is enacted solely to raise revenue for municipal purposes and is not intended for regulation. All other ordinances and articles shall remain in full force and effect so far as their regulatory provisions are concerned.

5.08.040 - No substitute for other regulations.

Persons required to pay a license fee for transacting any business or profession under this chapter shall not be relieved from the payment of any license fee or permit fee for the privilege of doing such business legally required under any provisions of this code or any other ordinance except as specifically exempted in this title.

5.08.050 - Effect on prior enactments.

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Neither the adoption of this title, nor its superseding of any portion of any other ordinances shall in any manner be construed to affect prosecution for violation of any other ordinance committed prior to the effective date hereof, nor be construed as a waiver of any license or any penal provision applicable to such violation, nor be construed to affect the validity of any bond or cash deposit required by any ordinance or other law to be posted, filed, or deposited, and all rights and obligations thereunto appertaining shall continue in full force and effect.

5.08.060 - License required—Exception.

- A. IMPOSED. There are hereby imposed upon the businesses, trades, professions, callings and occupations specified in this chapter, license fees in the amounts hereinafter prescribed. No person shall transact or carry on any business, trade, profession, calling or occupation in the city of Duarte without first having procured a license from the city so to do or without complying with any and all applicable provisions of this title.
- B. CONFLICT WITH STATUTES. This chapter shall not be construed to require any person to pay a license fee prior to doing business within the city if such requirement conflicts with applicable statutes of the United States or of the state of California.
- C. PERSONS NOT LIABLE. Persons not required to pay a license fee prior to doing business within the city because of conflict with applicable statutes or constitutional provisions of the United States or of the state of California shall not be liable for payment of the fee imposed by this chapter.
- D. COMPLIANCE. No license shall be issued hereunder until all applicable regulations under other portions of this title or under other ordinances have been complied with.

5.08.070 - Branch establishments—Separate types of business.

A separate license must be obtained for each branch establishment or location of the business transacted and for each separate type of business at the same location, and each license shall authorize the licensee to transact only the business licensed thereby at the location or in the manner designated in such license; provided that warehouses and distributing plants used in connection with and incidental to a business licensed under the provisions of this chapter shall not be deemed to be separate places of business or branch establishments; provided, further that any individual conducting several businesses at one location may obtain a license for the principal business and include all others therein in which event the license fee will be based on the classification and schedule applicable to the principal business. For purposes of this section, "principal business" means that business calling for the highest license fee hereunder.

5.08.080 - Newly established business.

Upon a person making application for a license to be issued hereunder for a newly established business, such person shall furnish to the director of finance for his guidance in ascertaining the amount of license fee to be paid by the applicant, a signed written statement, upon a form provided by the director of finance, setting forth such information as may be therein required and as may be necessary to determine the amount of the license fee to be paid by the applicant.

The director of finance shall not issue to any such person a license for the same or any other business, until such person shall have furnished to him a written statement and paid the license fee as herein required.

5.08.090 - Affidavit for renewal.

In all cases the applicant for the renewal of a license shall submit to the director of finance for his guidance in ascertaining the amount of the license fee to be paid by the applicant, a written statement, upon a form to be provided by the director of finance, written under penalty, or sworn before a person authorized to administer oaths.

5.08.100 - Fees payable in advance—Determination.

All license fees shall be paid in advance to the director of finance. The amount to be paid shall be determined in the discretion of the director of finance and in accordance with terms and provisions of this chapter.

5.08.110 - Determination of classification—Reclassification.

The determination of which business or businesses a licensee or applicant for a license is engaged in, or about to engage in, or the determination of the "average number of persons employed" for computation of the fee to be paid by businesses or persons in classification A as shown in Section 5.08.130 shall be an administrative function of the director of finance. In any case where a licensee or an applicant for a license believes that his individual business is not assigned to the proper classification under this chapter because of circumstances peculiar to it, as distinguished from other businesses of the same kind, he may apply to the director of finance for reclassification. Such application shall contain such information as the director of finance may deem necessary and require in order to determine whether the applicant's individual business is properly classified. The director of finance shall then conduct an investigation following which he shall assign the applicant's individual business to the classification shown to be proper on the basis of such investigation.

The director of finance shall notify the applicant of the action taken on the application for reclassification. Such notice shall be given by serving it personally or by depositing it in the

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United States Post Office at Duarte, California, postage prepaid, addressed to the applicant at his last known address. Such applicant may within fifteen days after mailing or serving of such notice appeal such action to the city council in the manner provided in Section 5.04.260.

5.08.120 - Authority for extension and compromise.

In addition to all other powers conferred upon him, the director of finance shall have the power for good cause shown, to extend the time for filing any required sworn statement for a period not exceeding thirty days, and in such case to waive any penalty that would otherwise have accrued; and shall have the further power, with the consent of the city council to compromise any claim as to amount of license fee due. Negligence of the applicant shall not be sufficient cause.

5.08.130 - Rates based on classifications.

Every person who engages in business whether or not at a fixed place of business within the city shall pay an annual license fee based upon the rates in the classifications listed herein.

5.08.140 - Classification A, manufacturing and wholesaling.

Any person, firm or corporation engaging in the business of manufacturing, processing, or wholesaling shall be considered as being in classification A, and shall pay an annual business license fee based upon the average number of persons employed in such business as established by City Council resolution.

5.08.150 - Classification B, professional services.

Every person described in the following classifications who engages in a business at a fixed place of business within the city shall be considered as being in classification B:

Abstractor of titles

Accountant

Advertising counsel

Agricultural advisor or counselor

Aircraft landing facilities

Appraiser

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Architect

Assayer

Attorney at law

Auditor

Bail bond broker

Barbershop

Beauty shop

Business management consultant

Car wash

Certified public accountant

Chemical engineer

Chemist

Child nurseries (six children or more)

Chiropodist

Chiropractor

Civil engineer

Claim adjuster

Cleaners

Construction engineer

Consulting engineer

Cosmetologist

Dancing academy

Dealers in stocks, bonds and other securities

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Dental laboratory
Dentist
Designer
Detective
Detective agency
Disposal, noncombustible
Draftsman
Drugless practitioner
Electrical engineer
Electrologist
Employment agency or bureau
Equipment rentals
Escrow companies
Finance companies
Fine arts or music school
Food lockers
Gardener
Geologist
Gyms, health studios
Herbalist
Hospitals
Industrial relations consultant
Insurance adjuster

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Insurance broker or agent

Interior decorator

Investment counselor

Janitorial service

Labor relations consultant

Landscape architect

Laboratories of all types

Lapidary

Laundries

Loan companies

Locksmith

Mechanical engineer

Mortician

Naturopath

Oculist

Optician

Optometrist

Oral surgeon

Orchard care

Osteopath physician

Pest control

Physician

Physician and surgeon

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Private home for the aged (four persons or more)

Private patrol

Public utilities

Real estate broker

Real estate office

Real estate salesman

Repair services

Sanitation engineer

Savings and loan associations

Sign painter

Stocks and bonds broker

Surgeon

Surveyor

Taxidermist

Trade or business school

Travel bureau

Tree removing

Tree surgery

Tree trimming

Veterinarian

Watch repairing,

and any other business of a professional nature where the principal business activity is the furnishing of services and where such business is not specifically listed in some other

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classification or section of this title shall pay a license fee based upon the number of employees of such business, as established by City Council resolution.

5.08.160 - Classification C, retail business.

The following businesses or persons and other businesses or persons not listed below, maintaining an established business in the city and who sell tangible personal property at retail or conduct a business of a retail nature, shall be considered as being in classification C:

Antique shops (not secondhand stores)

Appliance stores, gas or electric

Automobile accessories

Automobiles, new or used

Automobile service stations and garages

Bakeries

Clothing stores

Coffee, tea and extracts

Department stores

Drugstores

Dry goods

Electric supplies and appliances

Feed and Fuel

Fish and poultry

Five and ten, variety stores

Florists and nurseries

Fruit and vegetable stands

Furnishings

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Furniture

General merchandise

Gift and novelty shops

Groceries and meats

Hardware, paint and appliances

Jewelry stores and repairs

Lumber and building materials

Motion picture theaters, except drive-in theaters

Musical instruments

Newspapers

Paint stores

Pet shops, pet food, pet supplies

Photographers

Plumbing supplies and appliances

Printing

Public dance halls

Restaurants, cafes

Shoe stores

Skating rinks

Sporting goods

Stationery and office supplies and equipment

Trailer and mobile home sales

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All persons, firms or corporations in classification C shall pay an annual business license fee as established by City Council resolution.

5.08.170 - Classification D, building trades—License required.

Every person, firm or corporation conducting, carrying on or engaging in any trade, calling, profession, avocation, or occupation herein enumerated shall be considered as being in classification D and shall pay to the city a business license fee as below prescribed.

Any person, firm or corporation engaging in any of the arts, trades or occupations of the building trades in the city who or which is the holder of a state contractor's license so to do shall carry a city business license in full force and effect at all times. The license issued to any such person, firm or corporation can be an annual, nine (9) month, six (6) month or three (3) month license.

For classification and identification and work permitted under each license, the classification of the state contractor's license board shall be used for clarification purposes only.

A	General engineering contractor
B-1	General building contractor
C-4	Boilers, hot water heating, steam fitting
C-6	Cabinet and mill work
C-8	Cement and concrete
C-45	Electrical signs
C-10	Electrical (general)
C-11	Elevator installation
C-12	Excavating, grading, trenching, paving, surfacing
C-16	Fire protection engineering
C-15	Flooring (wood)
C-17	Glazing

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C-21	House and building moving, wrecking
C-2	Insulation
C-27	Landscaping
C-26	Lathing
C-29	Masonry
C-23	Ornamental metals
C-33	Painting and decorating
C-34	Pipeline
C-35	Plastering
C-36	Plumbing
C-38	Refrigeration
C-39	Roofing
C-42	Sewer, sewage disposal, drain, cement, pipe laying
C-43	Sheet metal
C-50	Steel, reinforcing
C-51	Steel, structural
C-53	Swimming pools
C-54	Tile (ceramic and mosaic)
C-20	Warm-air heating, ventilating, air-conditioning
C-60	Welding
C-57	Well drilling

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C-61	Classified specialists
G-1	Gas fitters
S-1	Sandblasting
V-1	Vocational license

State licensed contractors shall be required to obtain business licenses to perform work within the scope of their primary state contractors classifications, namely:

A	General engineering contractor
B	General building contractor
C, G, S and V	Special contractor

The amount of each license shall be established by City Council resolution.

However, specialty contractors holding currently valid subclassifications directly related by trade practice to their primary license shall not be required to obtain additional licenses to perform work in a closely related field. Contractors will be required to obtain separate business licenses for each unrelated trade or occupation performed within the city.

5.08.171 - Reserved.

5.08.180 - Poolhalls.

Every person engaged in the business of operating any public billiard room or public poolhall shall pay an annual license fee as established by City Council resolution; provided, however, that where both a public billiard room or public poolhall are operated by the same person at the same location or establishment, the fee for the license shall be based on the principal business only.

5.08.190 - Bowling alleys.

Every person engaged in the business of operating any bowling alley shall pay a license fee as established by City Council resolution.

5.08.200 - Skating rinks and shooting galleries.

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Every person engaged in the business of operating any shooting gallery or skating rink, either ice or roller, shall pay a license fee as established by City Council resolution.

5.08.210 - Circuses, tent shows and carnivals.

- A. PERMIT REQUIRED. It is unlawful for any person, firm or corporation to engage in, conduct, manage, or carry on any circus, tent show, or any other kind of exhibition or performance, without first securing a permit from the director of finance and paying the license fee so to do as herein prescribed.
- B. CIRCUSES AND SIDESHOWS. Every person exhibiting a circus or trained animal show not exhibited as a part of the circus, shall pay a license fee as established by City Council resolution.
- C. CARNIVALS AND OTHER PERFORMANCES. Every person carrying on any traveling theatrical performance under, or surrounded or partially enclosed by canvas, such as comedy, spoken drama, opera or concert or any carnival or other similar exhibition, or any merry-go-round, circular swing, roller coaster or a ferris wheel or other similar device, shall pay a license fee as established by City Council resolution.

The finance director may, in his discretion, waive the license fee for any carnival, circus or ride whenever the receipts therefrom will be appropriated to any religious, benevolent or civic purpose within the city.

5.08.211 - Swap meets.

Every person advertising, conducting, maintaining, promoting or carrying on a swap meet shall pay a license fee as established by City Council resolution.

A "swap meet" includes and is defined as any meeting or assembly where persons are permitted or invited to offer new or used merchandise, articles or things of value for sale or exchange on premises other than their own which are made available at certain times for such sales and/or exchanges.

5.08.212 – Reserved.

5.08.213 – Reserved.

5.08.214 – Reserved.

5.08.215 – Reserved.

5.08.220 - Coin-operated machines.

- A. GENERAL. Pursuant to the provisions of Section 16002.5 of the Business and Professions Code of the state of California, every person engaged in the business of renting, leasing or operating vending machines shall pay an annual business license fee for such business based upon the entire gross receipts which are directly attributable to the business activities conducted within the city. Such fee shall be as established by City Council resolution.

Every person subject to the fee imposed by this section shall report to the city the gross receipts from such machines, in order to enable the city to establish the proper amount of the fee. The city may demand an audit of any such person and require such person to submit a copy of the state sales and use tax returns filed relative to such machines.

- B. AMUSEMENT MACHINES OR DEVICES. Amusement machines or devices shall be charged a license fee as established by City Council resolution per machine or device.
- C. ARCADE. Whenever ten or more coin-operated machines are contained within a single building, and operated by the same owner, such business shall be considered an "arcade." In lieu of the fees provided above in this section, the business license for an arcade shall be as established by City Council resolution.

Notwithstanding anything contained else-where in this title, the arcade license shall be paid whether or not another business license for a different business is required or is in effect at the same location.

- D. DISPENSING A SERVICE. For every person who lets or permits, upon the premises over which he has control, the use of any coin-operated machine dispensing a service to the general public, which results from the insertion of a coin, slug, debit or credit card or other token of value, shall pay an annual business license fee as established by City Council resolution.

5.08.230 - Rentals.

Every person, firm or corporation engaged in the business of conducting or operating a hotel, rooming house, rest home, boardinghouse, lodging house, bungalow court, auto court, trailer court, or mobile home court, apartment house or any other accommodations for dwelling, sleeping or lodging in any such place shall pay for each such place of business, whether occupied or not, a business license as established by City Council resolution.

5.08.240 - Utilizing delivery vehicles.

Every person, who, in conjunction with the business in which such person is engaged, runs, drives or operates, and every person engaged in the business of running, driving or operating, for hire or otherwise, any wheeled vehicle for the purpose of hauling, peddling, distributing, selling, receiving or delivering and who actually hauls, peddles, distributes, sells, receives or delivers within the city of Duarte, for purposes other than resale, except as otherwise herein provided, shall pay a license fee as established by City Council resolution for each such wheeled vehicle so run, driven or operated; provided, that the provisions of this section, unless otherwise provided in this title, shall not apply to any person having a fixed place of business within the city which has been licensed under this title, and in the usual course of business, uses a wheeled vehicle or vehicles for the delivery of personal property which has been sold from the place of business.

5.08.250 – Reserved.

5.08.260 – Reserved.

5.08.270 – Reserved.

5.08.280 - Mobile sale of commodities.

Every person, including persons having a fixed place of business in the city, engaged in the business of selling at retail, ice, vegetables, fish, food products or other commodities not otherwise herein expressly provided for from a wheeled vehicle over a fixed route, from door to door, or otherwise upon the streets, shall pay a license fee as established by City Council resolution.

5.08.290 – Reserved.

5.08.300 – Reserved.

5.08.310 - Salvage and garbage trucks.

A license fee as established by City Council resolution shall be imposed for each vehicle used for junk, garbage, salvage and rubbish collection.

5.08.320 - Taxis.

A license fee as established by City Council resolution shall be imposed for each vehicle used as a taxi.

5.08.330 - Outdoor advertising.

Every person engaged in the business of constructing, erecting, installing, maintaining or operating outdoor advertising, advertising structures, billboards, advertising signs, painted signs on structures, signboards or similar devices, whether as a primary or incidental activity, and whether or not such person is otherwise licensed under this title, shall pay a license fee as established by City Council resolution for each square foot of display space contained in the billboards, advertising signs, signboards or sign devices so constructed, erected, installed, maintained or operated within the city; provided, however, that the provisions of this section shall not be deemed to apply to signs affixed to the building or on the land or which a licensed business is being operated, which signs refer only to such business, nor to "for sale" or "for rent" or like signs on real estate which signs refer only to such real estate.

5.08.335 - Waste disposal facilities.

- A. FEE DETERMINATION. A person engaging in the business of operating a cut and cover waste disposal facility and/or borrow pit shall pay a license fee consisting of the sum of:
 - (1) Three percent of the gross receipts of the business, as hereinafter defined;
 - (2) All inspection and administrative costs incurred by the city relating to inspection in accordance with a schedule of rates to be established from time to time by the city administrator. Such scheduled rates shall include a reasonable allowance for administrative overhead.
- B. GROSS RECEIPTS DEFINED. As used in this section, "gross receipts" means and includes the total amount of the sale price of all sales and the total amount charged or received for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares or merchandise. Included in gross receipts shall be all receipts, cash, credits and property of any kind or nature, without any deduction therefrom on account of the costs of the property sold, the cost of materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever. Excluded from gross receipts shall be any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser.
- C. MONTHLY STATEMENT. The licensee shall submit to the city administrator, on a monthly basis, a written statement, under penalty of perjury or sworn to before a person authorized to administer oaths, setting forth such information concerning the licensee's business during the preceding calendar month as may be required by the city administrator to enable him to ascertain the gross

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receipts of the licensee during such month and the amount of the license fee to be paid by the licensee.

The statement, accompanied by the licensee's payment of three percent of the amount of the gross receipts shown therein, shall be furnished within twenty days from the end of the preceding calendar month.

- D. INSPECTION AND VERIFICATION. No statement of gross receipts shall be conclusive as to the matters set forth therein, nor shall the filing of the same preclude the city from collecting by appropriate action such sum as is actually due and payable by the licensee. Such statement and each of the several items therein contained shall be subject to audit and verification by the city administrator, his deputies, or authorized employees or agents of the city, who are authorized to examine, audit and inspect such books and records of any licensee or applicant for license, as may be necessary in their judgment to verify or ascertain the amount of license fee due.

All licensees, applicants for licenses and persons engaged in such business in the city are required to permit an examination of such books and records for the purposes aforesaid.

- E. BILLING AND PAYMENT. Administrative and inspection costs shall be billed by the city to the licensee on a quarterly basis, and such billings shall be paid by licensee within twenty days from licensee's receipt of billing.

5.08.340 - Penalties for failure to pay fee.

For failure to pay an annual, semiannual or quarterly license fee when due, the director of finance shall add a penalty of ten percent of the license fee on the tenth day of each month after the due date thereof; and for failure to pay a monthly, weekly or daily license fee when due, the director of finance shall add a penalty of ten percent of the license fee on the day following the due date thereof; providing that the amount of such penalty to be added shall in no event exceed fifty percent of the amount of the license fee originally due.

5.08.350 - Revocation.

Any license issued under the provisions of this chapter may be revoked by the director of finance upon the failure on the part of the licensee to pay the charges imposed by this chapter or to file reports as required by this chapter within sixty days after such charges or reports become due.

5.12.020 Auction house license fee.

Every person conducting, managing or carrying on an auction sale in an auction house or place of business where goods, wares, merchandise or personal property of any kind are regularly sold or disposed of for value by public auction shall pay in advance a license fee as established by City Council resolution. Each separate location shall have a separate license.

5.16.080 - Fees—Exceptions—Identification.

Except for sidewalk vendors, every person, conducting or carrying on the business of a peddler or solicitor shall pay a license fee as established by City Council resolution; provided, however, that no permit shall be required for the sale of goods, wares or merchandise at wholesale or for soliciting orders at wholesale; and provided further, that each such permit shall authorize not to exceed ten salesmen or solicitors, each of whom shall furnish full identification to the director of public safety or designee. Such identification shall include fingerprints, photograph or photographs, and such other data and information as the director of public safety or designee may deem necessary or advisable in order to furnish complete and satisfactory identification. All nonprofit organizations qualified to receive tax deductible contributions under IRC 501(c)(3) shall be exempt from the payment of the license fee.

5.24.030 Conditions for issuance of permits and licenses.

No permit to engage in, conduct, manage or carry on any business defined in Section 5.24.010 shall be approved by the director of public safety, if the person for whom such permit is sought has failed, refused, or neglected to comply with any law or ordinance relating to or regulating the business for which such permit is sought. The director of finance shall not issue any permit or license to any person to engage in, conduct, manage, or carry on the business of pawnbroker, secondhand dealer, junk dealer, or junk collector, until the director of public safety shall have approved the issuance of such permit. No permit shall be issued to any junk collector for the purpose of collecting junk outside of the retail business district zones in the city of Duarte except for charitable purposes. No person shall collect or cause to be collected any junk from within the city and outside the retail business district zone in the city except for charitable purposes after approval by the director of public safety the director of finance.

5.24.040 - License fees—Exception.

Every person conducting or carrying on the business of a pawnbroker, junk dealer, junk collector, or secondhand dealer or dealing in secondhand merchandise, either as a separate business or in connection with any other business, shall pay an annual license fee as established by City Council resolution for each place of business.

5.24.050 Reports.

- A. DUE DATES. Every pawnbroker, secondhand dealer, junk dealer and junk collector shall, on the first of the month, make out and deliver to the public safety department, on a blank form to be obtained from the public safety department, by such pawnbroker, secondhand dealer, junk dealer and junk collector, for such purpose, a full, true, and complete report of all goods, or things received on deposit, pledged or purchased during the period preceding the filing of such report.
- B. CONTENTS. Such report shall be in English and shall contain the name and place of business of the person making the same and the date and hour of the day when prepared. Such report shall show the hour of the day when each article was received on deposit, pledged or purchased, and the true name and address, as nearly as the same is known or can be ascertained by such pawnbroker, secondhand dealer, junk dealer or junk collector, of the person who left such article on deposit, or pledged or sold the same, together with a description of such person, and a statement as to whether such person is under the age of eighteen years. Such report shall also show the number of the pawn ticket, amount loaned, amount purchased, and a complete description of each article left on deposit, pledged or purchased. If any article so left on deposit, pledged or purchased has engraved thereon any number, word or initial, or contains any settings of any kind, such report shall contain such number, word, or initial, and shall show the kind of settings and the number of each kind.
- C. CONFIDENTIAL. The director of public safety shall cause all reports received pursuant to the terms of this section to be filed in a secure place, and the same shall be open to inspection only by members of the public safety department, or upon order of a court of competent jurisdiction.

5.24.060 Segregation of daily junk purchases.

Every junk dealer, or anyone engaged in the business of purchasing scrap metals for the purpose of reselling for the purposes of smelting or refining same, shall retain and keep on their premises, in a separate place designated for that purpose, all metals such as copper, brass or other metals, purchased by the individuals or dealers, in the following manner: the entire purchase of each day shall be put and kept in such designated separate place, and the day's purchase shall be kept in its original condition, for a period of thirty days after purchase or receipt of such copper, brass or other metals, and shall be at all times open to the inspection of the public safety department.

5.24.070 Records required.

Every pawnbroker, secondhand dealer, junk dealer, and junk collector shall keep a complete record in the English language, of all goods, wares, merchandise or other things pledged to or purchased or received by him, which record shall contain all of the matters required to be shown in the reports referred to and described in Section 5.24.050. Every such

EXHIBIT A

record and all goods, wares, merchandise and things pledged to or purchased or received by any such pawnbroker, secondhand dealer, junk dealer or junk collector, shall be open, at all times, during business hours, to the inspection of the director of public safety or any public safety officer of the city of Duarte.

5.24.090 Compliance required.

No person engaged in conducting, managing or carrying on the business of pawnbroker, secondhand dealer or junk dealer or junk collector or any agent or employee of any such person shall fail, refuse or neglect to file any report or keep any record in the form, in the manner, at the time and in all respects in accordance with the requirements of this chapter, or fail, refuse or neglect to exhibit to the director of public safety or any public safety officer of the city of Duarte immediately upon demand for the privilege of such inspection any such record or any goods, wares or merchandise or things pledged to or purchased or received by such person.

5.24.130 Prohibited hours.

No person engaged in conducting, managing or carrying on the business of pawnbroker, secondhand dealer, junk dealer or junk collector, or any agent or employee of any such person shall accept any pledge of or loan any money upon personal property, or purchase or receive any goods, wares or merchandise or any article or thing, or in any manner whatsoever engage in or conduct any such business between the hour of seven in the afternoon of any day and the hour of seven in the morning of the following day.

5.24.140 Property received from outside state.

Notwithstanding any other provisions of this chapter every auction house manager, pawnbroker, secondhand dealer, and any merchant dealing in or offering for sale any item or items of secondhand jewelry or objects of art or similar merchandise which is identifiable by number, letter, phrase, mark, or other means of identification commonly recognized in trade, shall file with the public safety department the report required by Section 5.24.050 concerning any such item received from outside the state or received from any person, who, within thirty days prior thereto, received it from outside the state or brought it into the state. Records of such articles shall be kept as required by Section 5.24.070. Any such articles shall be kept for the time required by Section 5.24.100 before being sold.

5.24.170 Agents and secondary dealers.

Whenever any section of this chapter shall require a report to the public safety department, or shall require a record of any secondhand article, or shall require the holding of such article for any stated period of time by any secondhand dealer, junk dealer, pawnbroker, or anyone engaging in any business in this chapter specifically referred to, it shall also include

EXHIBIT A

any merchant who receives for sale, attempts to sell, or displays for sale any such secondhand article for another person in expectation of receiving a commission, or fee, or gratuity, or regard therefor, or as an agent or broker, and each and every provision of this chapter shall thereupon be applicable to such person as though he were in the specific business mentioned herein.

5.60.020 - License fees.

The license fee for a used car business shall be established by City Council resolution.



AGENDA REPORT

MEETING DATE: November 12, 2024
TO: Mayor and Members of the City Council
FROM: Craig Hensley, Community Development Director
BY: Jason Golding, Planning Manager
SUBJECT: Second Reading and Adoption of Ordinance No. 927 Adopting the Affordable Housing Overlay Zone by adding Chapter 19.26 to the Duarte Development Code
RECOMMENDATION: It is recommended that City Council adopt Ordinance No. 927.
FISCAL IMPACT: None.

BACKGROUND

This code amendment will add chapter (19.26) to the Duarte Development Code establishing an Affordable Housing Overlay (AHO) zoning designation. The overlay zone implements the City's 2021-2029 Housing Element. The overlay zone will incentivize development of affordable and mixed income housing on designated sites.

At its meeting on October 22, 2024, the City Council conducted a Public Hearing and first reading of this Ordinance. If adopted by the City Council, Ordinance No. 927 will go into effect in thirty (30) days.

ATTACHMENT

- A. Ordinance No. 927 Adding Chapter 19.26 (Affordable Housing Overlay Zone) to the Duarte Development Code

Fiscal Review:

Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:

Brian Villalobos
City Manager

ORDINANCE NO. 927

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADOPTING MUNICIPAL CODE AMENDMENT 24-02, AMENDING ARTICLE 2 BY ESTABLISHING AN AFFORDABLE HOUSING OVERLAY ZONE BY ADDING CHAPTER 19.26 TO THE DUARTE DEVELOPMENT CODE

WHEREAS, numerous laws regarding the regulation and use of housing were passed by the State in the past few years to facilitate the construction and placement of affordable and assisted housing; and

WHEREAS, the Duarte Housing Element identifies housing needs in the community and programs to achieve the housing goals, policies, and objectives of the City; and

WHEREAS, on January 11, 2022, the 2021-2029 Housing Element of the General Plan, and associated Negative Declaration, were adopted by the City Council and subsequently approved by the State of California; and

WHEREAS, the 2021-2029 State-approved Housing Element identified housing opportunity sites and included programs to incentivize the development of affordable housing units, one of which was the creation of an Affordable Housing Overlay (AHO) Zone, which would require an amendment to the Duarte Development Code; and

WHEREAS, the addition of Chapter 19.26 to the Duarte Development Code, creating an Affordable Housing Overlay (AHO) Zone, has been prepared to incentivize the development of affordable housing, in the manner described in the 2021-2029 Housing Element; and

WHEREAS, Chapter 19.142 of the Duarte Development Code requires Planning Commission and City Council consideration of Development Code Amendments subject to certain findings; and

WHEREAS, on September 16, 2024, the Planning Commission held a duly noticed public hearing and unanimously approved PC Resolution 24-08 recommending that the City Council adopt Municipal Code Amendment 24-02 adding Chapter 19.26 (Affordable Housing Overlay Zone) to Article 2 (Zones, Allowable Uses and Development Standards) of the Duarte Development Code and thereby establishing definitions, requirements, and regulations to implement the Duarte Housing Element; and

WHEREAS, the City Council has considered the proposed Municipal Code Amendment 24-02, an amendment to Article 2 by adding Chapter 19.26, Affordable Housing Overlay (AHO) Zone to the Duarte Development Code;

WHEREAS, notice of a public hearing on the proposed amendment was given in accordance with applicable law; and

WHEREAS, on October 22, 2024, the City Council held a duly noticed public hearing on the Municipal Code Amendment, whereupon the City Council received additional public testimony; and

WHEREAS, the City Council received and considered the staff report and all of the information, evidence, and testimony presented in connection with the foregoing.

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

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. Based upon substantial evidence presented to the City Council during the public hearing, including written staff reports and verbal testimony, the City Council hereby finds

and determines that the findings for Development Code Amendments have been made, as set forth in Duarte Development Code Section 19.142.060:

- a. The proposed amendment is consistent with the General Plan and any applicable specific plan.

The amendment implements the goals, objectives, and programs included within the State-approved Housing Element and is consistent with the City's General Plan.

- b. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

The amendment revises the Duarte Development Code to be consistent with the Housing Element and to comply with recently approved housing laws at the State level. Taken as a whole, the amendments will incentivize the construction of affordable housing; redevelop underutilized, underdeveloped, and economically obsolescent properties; and promote the acquiring and assembling of smaller parcels into larger development sites. This amendment is in the public interest and is consistent with the goals of the City's Housing Element.

- c. The proposed amendment is internally consistent with applicable provisions of this Development Code.

The amendment to the Duarte Development Code involves the addition of a Chapter 19.26 (Affordable Housing Overlay Zone) which will provide definitions, requirements, and regulations to implement the Duarte Housing Element. Chapter 19.26 was written to incorporate both State-mandated requirements and to coordinate with affected zoning districts and development regulations to ensure internal consistency within the Duarte Development Code.

SECTION 3. The City Council and determines that the proposed Municipal Code Amendment is in the best interests and welfare of the City and its residents.

SECTION 4. The City Council recommends that Chapter 19.26 be added to Article 2 of the Duarte Development Code as shown in Exhibit A.

SECTION 5. Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15183, it has been determined that the project is exempt, as it is consistent with General Plan policies encompassed in the Environmental Impact Report prepared for the General Plan, and applicable to the City Council's adoption of the 2021-2029 Housing Element on January 11, 2022 and associated Negative Declaration. The project is consistent with the General Plan and the Housing Element and does not present any new unanalyzed potentially significant environmental impacts. Furthermore, the amendment is exempt pursuant to CEQA Guidelines Section 15061 (b)(3), which refers to the common sense exemption that applies to projects where it can be seen with certainty that there is no possibility that the activity may have a significant impact on the environment. It can be seen with certainty that the Municipal Code amendments propose no activity that may have a significant effect on the environment, or a reasonably foreseeable indirect physical change in the environment. The foregoing determination, which reflects the independent analysis and independent judgment of the City Council, is based on the information in the record.

SECTION 6. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published using the alternative summary and posting procedure authorized under Government Code Section 36933(c).

THE FOREGOING ORDINANCE IS PASSED, APPROVED, AND ADOPTED by a vote of no less than a majority of City Council at a regular meeting of the City Council of the City of Duarte held on the 22nd day of October 2024.

Vinh Truong, Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, 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. 924 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 12th day of November 2024, by the following vote:

AYES:
NOES:
ABSENT:

Annette Juarez
City Clerk

Exhibit “A”

Chapter 19.26

Affordable Housing Overlay Zone

Sections:

Section 19.26.010	Purpose
Section 19.26.020	Definitions
Section 19.26.030	Applicability
Section 19.26.040	Affordable housing requirement
Section 19.26.050	Development Standards
Section 19.26.060	Lot Consolidation Incentives
Section 19.26.070	Process

19.26.010 Purpose

The Affordable Housing Overlay (AHO) Zone is established to implement the housing goals set forth in the Housing Element of the General Plan. As a part of the strategy to encourage and promote affordable housing, specific locations in the city have been designated with the AHO, offering increased densities and other incentives to developers that provide affordable housing as a part of development projects. To qualify, projects must restrict housing units to certain income levels as further described in the Chapter. The AHO may be applied by itself or in combination with a State Density Bonus to provide density bonuses beyond those allowable under State Density Bonus Law. Sites developed under the AHO will be higher density, will be well integrated into the existing neighborhood, will be designed with similar development standards to ensure compatibility and a consistent quality of life, and will incorporate creative techniques to ensure a positive sense of place.

This Chapter is applicable to mixed income and affordable housing developed in the AHO. All other development shall be subject to the underlying zoning designation.

19.26.020 Definitions

- A. "Affordable housing cost" means the total housing costs paid by a qualifying household, which shall not exceed the specified fraction of their gross income as specified in California Health and Safety Code Section 50053 and 50052.5.1.
- B. "Affordable housing unit" means a dwelling unit within a residential development which will be reserved for sale or rent to, and is made available at an affordable rent or affordable ownership cost to, very low, low, or moderate-income households.
- C. "Household income levels: very low, low and moderate" means households whose gross incomes do not exceed the qualifying very low, low and moderate income limits established in Section 6932 of the California Code of Regulations, and amended periodically based on the U.S. Department of Housing and Urban Development (HUD) estimate of median income in the County of Los Angeles Primary Metropolitan Statistical Area, and as adjusted by the State Department of Housing and Community Development (HCD). Pursuant to Code Sections 6926, 6928 and 6930, these income limits are approximately as follows, subject to variations for household size and other factors:
 - 1. Very low income household: 0-50% of area median income, adjusted for household size appropriate for the unit and other factors determined by HUD
 - 2. Low income household: 50-80% of area median income, adjusted for household size appropriate for the unit and other factors determined by HUD
 - 3. Moderate income household: 80-120% of area median income, adjusted for household size appropriate for the unit and other factors determined by HUD

- D. "Ministerial processing" or "ministerial approval" means a process for development approval involving little or no discretion or personal judgment by the public official as to the wisdom or manner of carrying out the project, whereby the public official merely ensures that the development project meets all the standards set forth in this part.
- E. "State Density Bonus" means an increased residential density of between 20 to 80 percent over the maximum General Plan density which is granted to an owner/developer of a housing project agreeing to construct a prescribed percentage of very low, low and/or moderate income dwelling units, as defined by California Government Code Section 65915 through 65918 (refer to Chapter 19.64 of the Duarte Development Code).

19.26.030 Applicability

The 2021-2029 Housing Element of the City of Duarte General Plan identifies the following Opportunity Sites for designation with the Affordable Housing Overlay (AHO), as depicted in Figure 1 of the Housing Element:

- A. 1214 Elmhurst Avenue & 2150-2200 Huntington Drive (Opportunity Site 7). This site on the southeast corner of Elmhurst Avenue and Huntington Drive includes five underutilized properties, which if assembled would provide a 1.8-acre development site. A part or all of these properties may be developed under the AHO, with greater incentives for assembly of a minimum 40,000 square foot parcel, as specified under Section 19.26.060.
- B. 2400-2422 Huntington Drive (Opportunity Site 8). This site includes two vacant Housing Authority owned properties (2400-2402 Huntington Drive) envisioned to be assembled with the four underutilized properties to the east to create a larger, 1.4-acre parcel. A part or all of these properties may be developed under the AHO, with greater incentives for assembly of a minimum 40,000 square foot parcel, as specified under Section 19.26.060.
- C. 1806-1812 Mountain Avenue (Opportunity Site 9); and 1803, 1809, and 1815 Citrusview Avenue. This site is comprised of two adjacent City-owned vacant parcels with a total area of 15,300 square feet. This City property could be developed by itself under the AHO, but assembly with the three adjacent single-family properties to the east would greatly increase the development yield. For this site, this Chapter is being expanded to include the three easterly adjacent parcels described above, which include 1803, 1809, and 1815 Citrusview Avenue.
- D. 1900 Buena Vista Street (Opportunity Site 10). This 4.3-acre site is developed with the Duarte Park Apartments that includes 100 units deed restricted as affordable to very low income seniors. The site has a lot coverage of just 35%, providing significant additional infill opportunity on the site's open space and parking areas. Designation of this site with the AHO will allow it to develop at the base Overlay density of 30 units/acre, plus an automatic 80% density bonus to 54 units/acre under State Density Bonus Law. Alternatively, the addition of affordable senior housing would make the site eligible for Duarte's senior housing density bonus, allowing the City Council discretion to double the R-4 base density of 28 units/acre to 56 units/acre.
- E. Properties within the AHO may, but are not required to, utilize the rules and regulations of this chapter.

19.26.040 Affordable housing requirement

To qualify for the increased density and other incentives under the AHO, a development project must include the following deed restricted affordable housing units:

- A. Opportunity Site 7 (1214 Elmhurst Ave & 2150-2200 Huntington Drive). At least 50% of housing units shall be developed, offered to, and rented or sold to very low, low or moderate-income households at an affordable housing cost as defined in Section 19.26.020. The percentage of affordable units shall be calculated as a percentage of the total number of units in a project, exclusive of any units granted under State Density Bonus Law.
- B. Opportunity Site 8 (2400-2422 Huntington Drive), Opportunity Site 9 (1806-1812 Mountain Avenue & 1803, 1809, and 1815 Citrus View Avenue), and Opportunity Site 10 (1900 Buena Vista Street). 100% of housing units (with the exception of a manager's unit),

shall be developed, offered to, and rented or sold to very low or low-income households at an affordable housing cost as defined in Section 19.26.020.

- C. Prior to issuance of any building permit, the applicant shall execute an agreement with the City in a form acceptable to the City Attorney ensuring the continued affordability of the affordable units for a period of not less than 55 years.

19.26.050 Development Standards

The development standards that apply to a project seeking approval under the AHO are as follows:

- A. Density. A project seeking approval under the AHO shall be allowed a density of up to 30 units per acre, with a minimum required density of 20 units per acre. Property owners providing 100% lower income affordable units under the AHO are automatically eligible for an 80% density increase under State Density Bonus Law, or up to 54 units per acre.
- B. Building Height. The maximum building height for any building or structure included in a project seeking approval under the AHO shall be no taller than 50 feet, or four stories. Buildings taller than three stories fronting on public streets shall include building height modulation to reduce building scale at the street edge. Any and all stories above the third story shall maintain an average setback of at least 12 feet from the front property line.
- C. Building Setbacks.
 - 1. Front Setback – 10 feet minimum
 - 2. Side Setback – 5 feet minimum
 - 3. Rear Setback – 10 feet minimum
- D. Open Space. The required minimum amount of open space shall be 125 square feet per residential unit. The minimum open space may be met through a combination of common, private, and/or quasi-public open space provided on site. All required open space shall be usable.
- E. Off-Street Parking. Unless modified herein, the parking requirements in the underlying zoning designation of the property shall apply. All fractional units shall be rounded up to the nearest whole number. The parking requirements for each affordable unit provided shall be as follows:
 - 1. Studio and One-bedroom units – 1 parking space
 - 2. Two and Three-bedroom units – 1.5 parking spaces
 - 3. Four-bedroom units – 2.5 parking spaces
 - 4. A senior citizen housing project as defined in Sections 51.3 and 51.12 of the Civil Code shall be required to provide no more than 0.5 parking spaces per dwelling unit.
- F. Conflict between AHO and City of Duarte Development Code. The AHO development standards specified in 19.26.050 are in addition to the objective development standards, pursuant to Chapter 19.122.040.D for the applicable zoning district in which a proposed project is located. Where a conflict between the AHO standards and other provisions of the City of Duarte Development Code exists, the provisions of this section shall govern.

19.26.060 Lot Consolidation Incentives

The following AHO sites are comprised of multiple, privately-owned parcels:

- 1214 Elmhurst Avenue & 2150-2200 Huntington Drive (Opportunity Site 7)
- 2400-2422 Huntington Drive (Opportunity Site 8)

For these two opportunity sites, projects which assemble a minimum 40,000 square foot parcel will be provided increased densities of up to 40 units per acre.

19.26.070 Process

Housing developments meeting the affordable housing requirements specified in 19.26.040 are a permitted use in the Affordable Housing Overlay zone and are processed ministerially subject to the Development Standards specified in 19.26.050 and General Development Standards provided in Chapter 19.32. Development in the Affordable Housing Overlay zone may also utilize the Planned Development Permit process in Chapter 19.118, but is not subject to the minimum site area specified in Chapter 19.118.020.B.



AGENDA REPORT

MEETING DATE: November 12, 2024

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Brian Chau, Assistant Civil Engineer

SUBJECT: Award of Contract for the Huntington Drive Median Islands Landscape Improvements Project No. 25-5

RECOMMENDATION: It is recommended that the City Council: Approve the award of contract for the Huntington Drive Median Islands Landscape Improvements Project to FS Contractors Inc. in the amount of \$2,202,130.00 with an approved 15% contingency totaling \$2,532,449.50

FISCAL IMPACT: The total fiscal impact of the Huntington Drive Median Islands Landscape Improvements Project with contingency, will be \$2,532,449.50 spread over two fiscal years. The City Council already included \$2,000,000 in FY24-25 Budget for this project, the balance of \$532,449.50 can be included in the FY25-26 Budget next year.

BACKGROUND

On July 25, 2023, City Council awarded a Professional Services Agreement to Armstrong & Walker for the development of Construction Drawings for Huntington Drive Median Islands Landscape Improvements. This project entails the upgrade of landscaping such as: water efficient shrubs and ground cover plantings; irrigation upgrades; and new hardscape features within the median islands along Huntington Drive throughout the city.

This new beautification project will consist of all labor, material, equipment, services, and incidentals required for median island landscape improvements.

DISCUSSION/ANALYSIS

On September 24, 2024, plans and specifications for this project were made available and the project was published in accordance with the Duarte Municipal Code (DMC) Section 2.36.060.

On October 24, 2024, seven (7) bids were submitted electronically. The results are as follows:

1	Marina Landscape Inc.	\$1,540,202.00
2	FS Contractors, Inc.	\$2,202,130.00
3	Mariposa Landscapes Inc.	\$2,207,783.97
4	Environmental Construction Inc.	\$2,392,170.00
5	Green Giant Landscape Inc.	\$2,886,480.00
6	Los Angeles Engineering, Inc.	\$2,989,000.00
7	Bedrock Group, Inc.	\$3,189,465.00

Mariana Landscape, Inc. submitted the lowest bid but submitted an official withdrawal of their bid citing a clerical error that affected the accuracy of their submission. The next lowest bid was submitted by FS Contractors, Inc. FS Contractors Inc. has successfully completed similar work for the City of La Puente, City of El Segundo, City of Commerce, and City of Covina. They have also recently successfully worked on several projects within the City of Duarte. Their federal and state license status have been verified and are deemed the lowest responsible and responsive bidder.

The project will include the removal of existing decorative concrete, trees, shrubs, ground covers, and irrigation; installation of new decorative rock work set in concrete and other rock work set in sand, boulders, decomposed granite surface and edging, automatic discipline irrigation, planting of new trees, shrubs, and ground covers; installation of mulch in landscape area; and maintenance of median islands for ninety calendar (90) days following completion of installation and acceptance by the City.

The Huntington Drive Median Islands Landscape Improvements Project was originally estimated at \$4,000,000. Because of the timing of the project, it was anticipated to take place over two fiscal years with \$2,000,000 included in the adopted FY24-25 Budget and \$2,000,000 forecasted for the FY25-26 Budget. With the contingency added, the total project cost is \$1,467,550.50 less than originally estimated. It is anticipated that the budgeted \$2,000,000 for the current fiscal year will be used and the balance (\$532,449.50) can be added to the FY25-26 Budget.

RECOMMENDATION

It is recommended that the City Council: Approve the award of contract for the Huntington Drive Median Islands Landscape Improvements Project to FS Contractors Inc. in the amount of \$2,202,130.00 and approve a 15% contingency for unforeseen changes for a total construction cost of \$2,532,449.50.

FISCAL IMPACT

The total fiscal impact of the Huntington Drive Median Islands Landscape Improvements Project with contingency, will be \$2,532,449.50 spread over two fiscal years. The City Council already included \$2,000,000 in FY24-25 Budget for this project, the balance of \$532,449.50 can be included in the FY25-26 Budget next year.

ATTACHMENTS

Attachment A: Agreement for Construction of Maintenance Services

Fiscal Review:



Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:



Brian Villalobos
City Manager

CITY OF DUARTE
AGREEMENT FOR CONSTRUCTION OR MAINTENANCE SERVICES

THIS AGREEMENT FOR CONSTRUCTION OR MAINTENANCE SERVICES (“**Agreement**”), made and effective as of _____ (“**Effective Date**”), by and between the City of Duarte (“**City**”), and **FS Contractors, Inc.**, a [California corporation], (“**Contractor**”). Contractor and the City are hereafter together referred to as the “**Parties**” and each individually as a “**Party**.” 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. RECITALS.

This Agreement is made and entered into with respect to the following facts:

- A. That City desires to obtain through Contractor the work set forth and described in the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference (“**Contractor Services**”).
- B. That Contractor represents to the City that Contractor is well qualified to perform the Contractor Services by reason of Contractor’s training, expertise, experience, and background.
- C. That the public interest, convenience, and necessity require that City obtain the Contractor Services upon the terms and conditions set forth herein.
- D. That City and Contractor mutually desire to enter into this Agreement for the provision of the Contractor Services by Contractor for and on behalf of City, in accordance with the terms and conditions set forth herein.

2. SERVICES AND WORK

- A. Provision of Contractor Services. During the term of this Agreement, Contractor shall provide the Contractor Services as set forth in Exhibit A. Time is of the essence for this Agreement.
- B. Additional Services. If City desires to add additional work, services, work locations, or service locations not specifically described in Exhibit A (“**Additional Services**”), City shall notify Contractor thereof at least thirty (30) days in advance of the time such Additional Services shall commence. Contractor shall perform such Additional Services, and compensation for the work performed shall be paid by City in accordance with the Budget and Fee Schedule attached hereto as Exhibit B and incorporated herein by this reference, or as otherwise may be agreed in writing by City and Contractor. It is expressly understood by Contractor that the provisions of this Subsection 2(B) shall not apply to work specifically set forth in Exhibit A or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the work to be performed as included in Scope of Work

may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation. Unless contradictory of this Subsection 2(B), all provisions in this Agreement applicable to Contractor's performance of the Contractor Services shall also apply to the Additional Services.

- C. Standard of Performance. In performing the Contractor Services, Contractor shall use the skill and care that a highly specialized professional with significant expertise in the field would use under similar circumstances. To the extent that Contractor retains subcontractors to perform any portion of any of the Contractor Services, Contractor has a duty to City to ensure that the tasks, work, and services performed by such subcontractors meet the same highly specialized professional level, skill, and expertise expected of Contractor.
- D. Labor, Equipment, Materials. Contractor shall equip itself with all necessary labor, equipment, and materials to perform the Contractor Services specified in this Agreement. Contractor represents that the Contractor Services will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable Federal, State, and local laws to perform the Contractor Services. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of the Contractor Services and as required by law. Contractor ensures that all goods, materials, equipment, or personal property included within the Contractor Services shall be of good quality and fit for the purpose intended.
- E. Work Site. Contractor has or will investigate the work site and is or will be fully acquainted with the conditions there existing, prior to commencement of the Contractor Services. Should Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the Contractor Services, Contractor shall immediately inform City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City Representative (as defined below).
- F. Independent Contractor. All Contractor Services, and all work, services, labor, equipment, and materials furnished in conjunction therewith shall be furnished by Contractor as an independent contractor, subject to the inspection and approval of City, or the City Representative (as defined below). City shall have the right to control Contractor only as to results of the Contractor Services rendered pursuant to this Agreement. Neither City nor any of its officers, officials, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents. Contractor 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 City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner. No City-provided employee benefits shall be available to the Contractor or any of Contractor's employees in connection with this Agreement. Except for the fees paid to Contractor as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing Contractor

Services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing Contractor Services hereunder.

3. AUTHORITY OF THE CITY REPRESENTATIVE

- A. City Representative. The “**City Representative**” shall be Stephanie Sandoval, Public Works Manager of City of Duarte, acting personally or through their duly authorized agents, each agent acting only within the scope of authority delegated to them.
- B. Scope of Authority. The City Representative shall convey to Contractor the decision of City regarding any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work. The City Representative shall further convey to Contractor the decision of City regarding all questions which may arise as to the acceptable fulfillment of this Agreement on the part of Contractor; and all questions as to claims and compensations. The City Representative’s communicated decisions shall be final, and the City Representative shall have authority to enforce and make effective such communicated decisions so that Contractor can carry out such decisions promptly.

4. TERM OF AGREEMENT

This Agreement shall commence and terminate on the dates set forth in Exhibit A.

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 Contractor. Upon receipt of said notice, Contractor shall immediately cease all Contractor Services under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this Subsection 5(A), Contractor shall submit a final invoice/report to City pursuant to Section 6, and City shall be entitled to receive a return of the fee paid to Contractor, or portion thereof, if the reason for the termination is failure by Contractor 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 Subsection 5(A), City may first serve upon Contractor a written notice of the default specifying the default and the amount of time that Contractor shall have to cure, correct, or remedy the default. If Contractor fails to cure the default within the specified period of time, City shall have the right to immediately terminate this Agreement pursuant to this Subsection 5(A). Notwithstanding any other provision of this Agreement to the contrary, City’s termination of this Agreement pursuant to this Subsection 5(A) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.

- B. Contractor 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 City which notice shall specify the material default. Upon receipt of such notice, City may, but shall not be obligated to, effect to remedy such default, which remedy will cause the notice of termination to no longer apply, and this Agreement to continue in effect.

6. COMPENSATION

- A. Amount of Compensation. Compensation will be determined according to the Budget and Fee Schedule set forth in Exhibit B.
- B. Invoices. Contractor shall invoice City monthly for all work performed by Contractor under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by Contractor during the month covered by the invoice. All charges for labor, work, or services shall describe with specificity the services rendered and shall set forth the number of hours worked and hourly rates in accordance with Exhibit B. Within thirty (30) days of receipt of an invoice, and upon determination by City that the invoice is in order and that Contractor has performed all requested or required work or services in a timely and competent manner, City shall pay such invoice.
- C. Records of Contractor Services and Payments. Contractor 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 Contractor Services under this Agreement. Contractor shall also 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. Contractor 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.

7. LICENSES, PERMITS, APPROVALS, FEES

- A. Contractor must possess at the time of commencing the Contractor Services and throughout the duration of this Agreement, a Contractor's License, issued by the State of California, which is current and in good standing. Contractor shall ensure that any subcontractor working on the Contractor Services possesses at the time of commencing work and throughout the duration of such subcontractor's work on the Contractor Services, a Contractor's License, issued by the State of California, which is current and in good standing. Contractor shall take out and maintain during the life of this Agreement a valid City Business License.

- B. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Contractor Services prior to commencing work. Contractor and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Contractor Services. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the Contractor Services, and shall indemnify, defend and hold harmless City and its elected and appointed officials, boards, members, officers, agents, representatives, employees, and volunteers ("**City Personnel**") against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against City hereunder.

8. INSURANCE AND LIABILITY

- A. Contractor shall not commence work under this Agreement until it has secured all types and amounts of insurance required under this Section 8, nor shall it allow any subcontractor to commence work on any subcontract to this Agreement until all similar insurance required of the subcontractor has been obtained. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided in Exhibit C, against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. If Contractor subcontracts any portion of the work, the contract between Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that Contractor is required to maintain pursuant to this Section 8.
- B. The City's Director of Administrative Services shall have the authority to adjust or amend the insurance requirements in Exhibit C of this Agreement so long as such amendment or adjustment is agreed to in writing by the Parties.

9. INDEMNIFICATION

- A. Contractor shall indemnify, defend (with legal counsel approved by City), and hold harmless City and City Personnel from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees, and all other costs and fees of litigation) of every nature ("**Claims**") arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse City its costs of defense, including without limitation reasonable attorneys' fees, expert fees, and all other costs and

fees of litigation. Contractor shall promptly pay any final judgment rendered against City and City Personnel with respect to Claims determined by a trier of fact to have been the result of Contractor's negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive the expiration or termination of this Agreement.

- B. Contractor's obligations under this Section 9 apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by City or City Personnel. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the Parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.
- C. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due to Contractor, without liability for interest, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

10. OBSERVING LAWS AND ORDINANCES

Contractor shall keep itself fully informed of all existing and future Federal, State, regional, county, and municipal laws, ordinances, and regulations, which in any manner affect the conduct of the work, and of all applicable orders and decrees of bodies or tribunals having any jurisdiction or authority over the work. If any discrepancy or inconsistency is discovered in this Agreement in relation to any such law, ordinance, regulation, order, or decree, Contractor shall forthwith report the same to the City Representative in writing. Contractor shall at all times observe and comply with and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees, and shall protect, indemnify, hold harmless, and defend to the fullest extent permitted by law City and City Personnel against any claim or assertion of liability, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor or by its agents, representatives, employees, or subcontractors.

11. NON-DISCRIMINATION

Contractor 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, gender, gender identity, gender expression, physical or mental disability, age, military status, marital or familial status, sexual orientation, national origin, or ancestry. Contractor shall incorporate the foregoing provisions in all subcontracts.

12. PATENTED AND COPYRIGHTED MATERIALS

Contractor shall assume all costs arising from the use of patented or copyrighted materials, including, but not limited to, equipment, devices, processes, and software programs, used or incorporated in the Contractor Services performed by Contractor under this Agreement. Pursuant to Section 8, Contractor shall indemnify, defend (with legal counsel acceptable to City), and hold City and City Personnel harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

13. PREVAILING WAGE REQUIREMENTS

A. Public Work. Contractor expressly acknowledges and agrees that City has never previously affirmatively represented to Contractor, its employees, or its agents in writing or otherwise that the work to be covered under this Agreement is not a “public work,” as defined in California Labor Code section 1720 of the Labor Code. In connection with the development, construction (as defined by applicable law), and operation of the project, including, without limitation, any public work (as defined by applicable law), if any, Contractor shall bear all risks of payment or non-payment of Federal and/or State prevailing wages and/or the implementation of California Labor Code sections 1726 and 1781, as the same may be enacted, adopted, or amended from time to time, and/or any other provision of law. To the extent applicable, City will enforce all penalties required by law for Contractor’s failure to pay prevailing wages.

B. California Labor Code. Contractor’s attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages) and Article 3 (Working Hours), thereof.

(i) In accordance with California Labor Code sections 1773 and 1773.2, City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with City’s principal office and are available to any interested party on request. Contractor shall post a copy of the prevailing rate of per diem wages at each job site.

(ii) Contractor is aware of and will comply with the provisions of California Labor Code section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said section. Pursuant to California Labor Code section 1771.4, Contractor must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations' electronic certified payroll reporting (eCPR) system.

(iii) Pursuant to California Labor Code section 1810 it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

(iv) Pursuant to California Labor Code section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

(v) Pursuant to California Labor Code section 1813, it is stipulated hereby that Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the execution of this Agreement by Contractor or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the California Labor Code.

(vi) Contractor is aware of and will comply with the provisions of California Labor Code sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to section 1777.5 it is hereby stipulated that Contractor will be responsible for obtaining compliance therewith on the part of any and all subcontractors employed by them in connection with this Agreement.

(vii) Pursuant to California Labor Code section 1775, it is hereby stipulated that Contractor shall, as a penalty to City, forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Contractor Services by Contractor or any subcontractor.

- C. Bidding Eligibility. Pursuant to California Labor Code section 1771.1, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.
- D. DIR Monitoring. Pursuant to California Labor Code section 1771.4, Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

14. CONFLICTS OF INTEREST

- A. City Personnel. 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 this Agreement during his/her tenure or for one (1) 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 Contractor Services performed under this Agreement.
- B. Contractor. Contractor represents, warrants, and covenants that he, she, or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor acknowledges that pursuant to the provisions of the Political Reform Act (California Government Code section 87100 et seq.), City may determine Contractor to be a "Contractor" as that term is defined by the Political Reform Act. In the event City makes such a determination, Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

15. NO UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of 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 City shall receive compensation, directly or indirectly, from Contractor, or from any officer, employee, or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Contractor further warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

16. ASSIGNMENT

Contractor shall not assign, hypothecate, or otherwise transfer this Agreement or any portion hereof, without first obtaining the written consent of City. If such an assignment,

hypothecation, or transfer is made or attempted by Contractor, the assignment, hypothecation, or transfer shall be void; and City, at its sole option, may terminate this Agreement upon the giving of a 24-hour written notice to Contractor of such termination.

17. PERFORMANCE

If Contractor should neglect to prosecute the work to City's satisfaction, or, in City's reasonable discretion, fail to perform any provisions of this Agreement, City, after five (5) days written notice to Contractor, may without prejudice to any other remedy City may take appropriate action, including, but not limited to, any of the following: (i) meeting with Contractor and/or its agents or subcontractors to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to have the work repeated at no additional fee until it is satisfactory; (iii) withholding payment of City's compensation to Contractor for any unsatisfactory work performed; (iv) suspending delivery of work to Contractor for an indefinite time; (v) correcting such deficiencies and deducting the cost thereof from the payment then or thereafter due Contractor, provided, however, that the City Representative shall approve such action and certify the amount thereof to be charged to Contractor; and/or (vi) terminating this Agreement. Except as may be expressly set forth 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 or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies to which such Party may be entitled.

18. FORCE MAJEURE

Any time period specified in this Agreement for performance of work and services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying Party shall within ten (10) days of the commencement of such delay notify the other Party in writing of the causes of the delay ("**Force Majeure Event**"). If Contractor is the delaying Party, City shall ascertain the facts and the extent of delay and extend the time for performing the work and services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the Parties. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be an extension of this Agreement pursuant to this Section 18. For the avoidance of doubt, Force Majeure Event shall not include (i) financial distress nor the inability of either Party to make a profit or avoid a financial loss; (ii) changes in the market prices or conditions; or (iii) a Party's financial inability to perform its obligations hereunder. The current events related to the COVID-19 pandemic are known and shall not constitute Force Majeure Event, future impacts of the COVID-19 pandemic may be considered a Force Majeure Event to the extent that they prevent the performance of a Party's obligations under this Agreement.

19. NOTICE

Any notice, payment, or instrument required or permitted to be given or delivered by this Agreement may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows, or to such other address provided by a written notice from one Party to the other:

If to City:	City of Duarte 1600 Huntington Drive Duarte, CA 91010 Attn: Brian Chau Email: bchau@accessduarte.com
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If to Contractor:	FS Contractors, Inc. 14838 Bledsoe Street Sylmar, CA 91342 Attn: Jose Angel Fierrors Email: angel@fscontractorsinc.com
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20. WARRANTY

Contractor warrants all work under this Agreement (which for purposes of this Section 20 shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one (1) year (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by City of any defect in the work or non-conformance of the work to this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at Contractor's sole cost and expense. Contractor shall act sooner as requested by City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by Contractor's defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements, comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of City, regardless of whether such warranties and guarantees have been transferred or assigned to City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of City. This provision may be waived in Exhibit A if the Contractor Services hereunder do not include construction of any improvements or the supplying of equipment or materials.

21. ATTORNEYS' FEES

Notwithstanding anything in this Agreement to the contrary, in no event shall Contractor 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 from the non-prevailing Party all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other related expenses.

22. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No City Personnel shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

23. SEVERABILITY

If any portion of this Agreement is found by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, or condition, or provision contained in this Agreement. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to give effect to the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be performed as originally contemplated to the greatest extent possible.

24. EXECUTION

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. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Parties.

25. NO WAIVER

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No waiver by either Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

26. NO THIRD-PARTY BENEFICIARIES

This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

27. NON-LIABILITY OF CITY PERSONNEL

No City Personnel shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

28. GOVERNING LAW AND VENUE

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 permitted by law, 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. The Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the Parties 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 Contractor shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

29. SURVIVAL

The terms, provisions, representations, and certification contained in this Agreement, or inferable therefrom, shall survive the expiration or termination of this Agreement and the payment of the compensation hereinabove provided.

30. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

31. INTEGRATION, CONSTRUCTION, AND AMENDMENT

This Agreement contains the entire understanding of the Parties and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. 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 shall be construed and interpreted with and shall be governed and enforced in all respects according to the laws of the State of California and as if drafted by both Parties. No amendment, change or modification of

this Agreement shall be valid unless in writing, stating that it amends, changes, or modifies this Agreement, signed by all the Parties hereto.

32. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

33. SPECIAL PROVISIONS

Any special provisions applicable to this Agreement are set forth in Exhibit D, attached hereto and incorporated herein by this reference.

34. CITY MANAGER AUTHORITY

City's City Manager shall have the authority to make non-material changes, non-material amendments, or clerical edits to this Agreement on behalf of the City.

[Signatures on following page.]

IN WITNESS WHEREOF, the City Council of the City of Duarte caused the Agreement to be subscribed by its Mayor or City Manager and said Contractor has executed or caused this Agreement to be executed by its duly authorized officer(s).

CITY OF DUARTE:

Brian Villalobos, City Manager

Date: _____

CONTRACTOR:

FS Contractors, Inc.

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

ATTEST

Annette Juarez, City Clerk

Date: _____

APPROVED AS TO FORM

RUTAN & TUCKER, LLP

Thai Viet Phan, City of Duarte

Date: _____

EXHIBIT A

Scope of Work

PROJECT DESCRIPTION:

The general nature of the work consists of furnishing all labor, material, equipment, services, and incidentals required for median island landscape improvements. The scope of work includes removal of existing decorative concrete, selected trees, all existing shrubs and ground covers, and irrigation; installation of new decorative rock work set in concrete and other rock work set in sand, boulders, decomposed granite surface and edging, automatic dripline irrigation, planting of new trees, shrubs, and ground covers; installation of bark mulch in landscape areas; and maintenance of median islands for ninety calendar (90) days following completion of installation and acceptance by the City.

TO THE CITY OF DUARTE, CALIFORNIA:

The undersigned, and bidder, declares that he/she has carefully examined the location of the proposed work, including additive work, that he/she has examined the Special Provisions and read the accompanying instructions to bidders, and hereby proposes and agrees, if the proposal is accepted, to furnish all materials to do all work required to complete the said work in accordance with the said Standard Specifications, Special Provisions, and plans in the time and manner therein prescribed for the unit prices set forth in the following schedule:

PERFORMANCE SCHEDULE:

Construction shall be completed within 100 working days after the date stipulated on the Notice to Proceed.

EXHIBIT B

Budget and Fee Schedule

			FS Contractors, Inc.	
Item	Quantity	Unit	Unit Price	Total Price
1 Mobilization and demobilization	1.00	LS	\$ 100,000.00	\$ 100,000.00
2 Traffic control	1.00	LS	\$ 150,000.00	\$ 150,000.00
3 Remove existing trees in medians, including grinding stumps and large roots	130.00	EA	\$ 350.00	\$ 45,500.00
4 Clearing and grubbing of existing concrete paving, planting, surface irrigation, and related items.	72,810.00	SF	\$ 3.00	\$ 218,430.00
5 Provide and install river rock paving in concrete base	23,390.00	SF	\$ 30.00	\$ 701,700.00
6 Provide and install varying width river rock band on sand base	1,660.00	SF	\$ 25.00	\$ 41,500.00
7 Provide and install native granite boulders in landscape areas	1,050.00	EA	\$ 450.00	\$ 472,500.00
8 Provide and install decomposed granite surface	9,400.00	SF	\$ 4.00	\$ 37,600.00
9 Provide and install aluminum edging for decomposed granite surface	6,200.00	LF	\$ 12.00	\$ 74,400.00
10 Provide and install 3" diameter PVC schedule 40 sleeve under new cobble rock paving in medians	790.00	LF	\$ 25.00	\$ 19,750.00
11 Provide and install 3" diameter PVC schedule 80 sleeve for wiring under street, including street repair	190.00	LF	\$ 100.00	\$ 19,000.00
12 Automatic dripline irrigation system including drip line, lateral line, drip zone remote control valve kits, flush and air relief valves, all required fittings, box and accessories	43,000.00	SF	\$ 3.00	\$ 129,000.00
13 Soil preparation and finish grading	43,000.00	SF	\$ 1.00	\$ 43,000.00
14 Provide and install 48" box trees, remove existing sub-surface paving (6' x 6' square, 3' deep) if necessary	2.00	EA	\$ 2,500.00	\$ 5,000.00
15 Provide and install 36" box trees, remove existing sub-surface paving (6' x 6' square, 3' deep), if necessary	20.00	EA	\$ 1,500.00	\$ 30,000.00
16 Provide and install 24" box trees, remove existing sub-surface paving (6' x 6' square, 3' deep), if necessary	25.00	EA	\$ 450.00	\$ 11,250.00
17 Provide and install 1-gallon shrubs and ground covers	2,700.00	EA	\$ 15.00	\$ 40,500.00
18 Provide and install 3" thick layer bark mulch throughout landscape areas	43,000.00	SF	\$ 1.00	\$ 43,000.00
19 Plant and irrigation maintenance for 90 calendar days	1.00	LS	\$ 20,000.00	\$ 20,000.00
Total Base Bid				\$ 2,202,130.00

The bid prices shall include any and all costs, including labor, materials, and all other incidental cost to complete the project, in compliance with the Bid and Contract Documents and applicable standards. All other work items not specifically listed in the bid schedule, but necessary to complete this work per bid and contract documents and applicable standards are assumed to be included in the bid prices.

EXHIBIT C

Insurance Requirements

A. Insurance Coverage Required. The policies and amounts of insurance required hereunder shall be as follows:

(i) Commercial General Liability (including premises and operations, contractual liability, personal injury, death, and independent contractor liability): In an amount no less than \$5,000,000.00 per occurrence and \$10,000,000.00 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

(ii) Automobile Liability (including owned, non-owned, leased, and hired autos): In an amount no less than (\$5,000,000.00), combined single limit, per occurrence for bodily injury, death, and property damage.

(iii) Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, including California Labor Code section 3700.

(iv) Umbrella or Excess Liability Insurance that will provide bodily injury, personal injury, death, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

(A) A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;

(B) Pay on behalf of wording as opposed to reimbursement;

(C) Concurrency of effective dates with primary policies;

(D) Policies shall "follow form" to the underlying primary policies; and

(E) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

B. Contractor's Insurance General Requirements.

(i) All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the

List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City Representative.

(ii) Commercial General Liability, Automobile Liability, and Employer's Liability shall name City and City Personnel as additional insureds and contain no special limitations on the scope of protection afforded to City and City Personnel. All insurance provided hereunder shall include the appropriate endorsements.

(iii) All insurance policies shall be primary insurance and any insurance or self-insurance maintained by City and/or City Personnel shall be in excess of Contractor's insurance and shall not contribute with it.

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

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

(vi) All insurance policies shall be endorsed to state that the insurer shall waive all rights of subrogation against City and City Personnel.

(vii) All insurance policies shall be written by good and solvent insurer(s) admitted to do business in the State of California and approved in writing by City.

(viii) All insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

(ix) All insurance policies shall state that City shall not be liable for the payment of premiums or assessments under the policy.

(x) Insurance policies shall not contain any limiting provision or endorsement that has not been submitted to City for approval. By way of example, additional insured endorsements shall not be limited to "ongoing operations," exclude contractual liability, restrict coverage to the "sole" liability of Contractor, or contain any other limitation contrary to this Agreement.

C. Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved in writing by City.

D. Evidence of Coverage. Contractor shall furnish City with certificates of insurance demonstrating the coverage required by this Agreement which shall be received and

approved by City not less than five (5) working days before work on the Contractor Services commences. At least thirty (30) days prior to the expiration of any policy of insurance required under this Agreement, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with City.

- E. Workers Compensation Insurance. Contractor shall file with City the following signed certification:

“I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the Agreement, complete Workers’ Compensation Insurance, and shall furnish a Certificate of Insurance to City before execution of the Agreement.”

In the event Contractor has no employees requiring Contractor to provide Workers’ Compensation Insurance, Contractor shall so certify to City in writing prior to City’s execution of the Agreement. City and City Personnel shall not be responsible for any claims in law or equity occasioned by failure of Contractor to comply with this Section E - Workers Compensation Insurance or with the provisions of law relating to workers’ compensation.

- F. Default of Insurance Requirements. In addition to any other remedies at law or equity City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time required by this Section F – Default of Insurance Requirements, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor’s breach: (i) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement; (ii) order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both, until Contractor demonstrates compliance with the insurance requirements herein; and/or (iii) terminate this Agreement



AGENDA REPORT

MEETING DATE: November 12, 2024

TO: Mayor and Members of the City Council

FROM: Manuel Enriquez, Director of Parks and Recreation

SUBJECT: Professional Services Agreement with MIG for Design Services of the Teen Center Outdoor Boxing Patio

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute this Professional Services Agreement with MIG in the amount of \$53,022, plus a ten-percent contingency, for design services of the Teen Center Outdoor Boxing Patio.

FISCAL IMPACT: The cost for MIG's professional design services is \$53,022. Funds are available from the City's Los Angeles County Measure A fund balance and budgeted for in FY 2024/25, under Park Improvements (400-4005-8041).

BACKGROUND

At the City Council meeting on March 12, 2024, the Council reviewed and approved the final conceptual site design plan for the Duarte Park Revitalization Project. This initiative aims to rejuvenate the park by replacing outdated amenities with new infrastructure, including a fully inclusive playground and surfacing, new restrooms, an off-leash dog park for both small and large dogs, a new park building, an expansion to the Teen Center, and additional parking. Due to the project's estimated total cost, the City Council decided to implement the project in phases.

DISCUSSION/ANALYSIS

The first approved phase of the Duarte Park Revitalization Project, included in the Fiscal Year 2024/25 Budget, involves an expansion of the Teen Center. This addition will feature a secure, enclosed outdoor conditioning patio at the east end of the building specifically for the Duarte Boxing Program. The new space will help reduce congestion in the boxing gym and will be shaded and equipped with conditioning and sports-related gear, allowing the City's boxing trainers to safely coach and mentor participants.

To support the City with conducting the site surveying and finalizing the construction documents for the first phase of the project, including bidding support services, staff has decided to continue collaborating with MIG. This is the same team of professionals who worked with staff and community stakeholders to capture their input and create the final conceptual park design.

The MIG team believes that parks and open space are central to healthy, and active lifestyles. They design context-sensitive spaces and experiences for play, gathering, interpretation, relaxation, inspiration, and fun! With project references including the Johnny Carson Park Revitalization in the City of Burbank and the Town Center Community Park for the City of Santee to name a few, MIG is certainly positioned to continue to timely assist City staff with the management of this project, development of construction plans, final submittals, and provide bid assistance and construction support, as needed.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to execute this Professional Services Agreement with MIG in the amount of \$53,022, plus a ten-percent contingency, for design services of the Teen Center Outdoor Boxing Patio.

FISCAL IMPACT

The cost for MIG's professional design services is \$53,022. Funds are available from the City's Los Angeles County Measure A fund balance and budgeted for in FY 2024/25, under Park Improvements (400-4005-8041).

ATTACHMENTS

- 1) Professional Services Agreement with MIG

Fiscal Review:



Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:



Brian Villalobos
City Manager

CITY OF DUARTE AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and effective as of _____ (“**Effective Date**”), by and between the City of Duarte (“**City**”), and MIG, Inc. a California corporation, (“**Consultant**”). City and Consultant may sometimes herein be referred to individually as a “**Party**” and collectively as the “**Parties**.” In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS

The City wishes to engage the services of Consultant to provide for preparing construction documents for the addition of the outdoor patio associated with the Teen Center boxing program and initial phase of the revitalization of Duarte Park as described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

2. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until May 31, 2025, or until the tasks listed in the Scope of Services are completed, whichever is later, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the Parties.

3. SERVICES AND PERFORMANCE

A. In compliance with all terms and conditions of this Agreement, Consultant shall complete the construction documents in a 3-month period including plan check process and approvals. Services include project management, schematic site plan design, construction plans, specifications and opinion of probable cost, and final submittals. The services are more particularly described in the “**Scope of Services**,” which is attached hereto and incorporated herein by this reference as Exhibit A. The services may be referred to herein as the “**Services**” or “**Work**.” In the event of any inconsistency between the terms of Exhibit A and this Agreement, the terms of this Agreement shall govern.

B. As a material inducement to 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 type of work and services contemplated herein. The minimum standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant represents that the Services will be performed by Consultant or under its direct supervision, and that all personnel engaged in such Work shall be fully qualified and shall be authorized and permitted under applicable Federal, State, and local law to perform such Work. Consultant shall

pay all wages, salaries, and other amounts due to such personnel in connection with their performance of the Services and as required by law

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) any or all of this Agreement.

D. Consultant shall obtain and maintain 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 prior to the commencement of Services. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the Services, and shall indemnify, defend, and hold harmless City and its elected and appointed officials, boards, members, officers, agents, representatives, employees, and volunteers ("**City Personnel**") against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City related to the Services.

E. Consultant shall provide all Services rendered hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of 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.

F. Consultant shall assume all costs arising from the use of patented or copyrighted materials, including, but not limited to, equipment, devices, processes, and software programs, used or incorporated in the Services or Work performed by Consultant under this Agreement. Pursuant to Paragraph 7, Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold City and City Personnel harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

G. Consultant shall not subcontract the performance of any of the Services without the prior written approval of City.

H. The Parties have determined that prevailing wage laws do not apply to this Agreement because the Services do not include construction, alteration, demolition, installation, or repair work or are otherwise exempt under California's prevailing wage laws (California Labor Code section 1720 et seq.). Notwithstanding the foregoing, it is agreed by the Parties that, in connection with performance of the Services, including, without limitation, any and all "public works" (as defined by applicable law), Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of California Labor Code section 1781, as the same may be amended from time to time, and/or any other similar law. Pursuant to Paragraph 7, Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold City and City Personnel harmless from and against any liability, loss, damage, cost, or expenses (including but not limited to reasonable attorneys' fees, expert witness fees, court

costs, and costs incurred related to any inquiries or proceedings) arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, State, and/or Federal law, including, without limitation, any applicable Federal and/or State labor laws (including, without limitation, the requirement to pay State prevailing wages and hire apprentices); (ii) the implementation of California Labor Code section 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services on Consultant's behalf to provide any required disclosure or identification as required by California Labor Code section 1781, as the same may be amended from time to time, or any other similar law.

4. MANAGEMENT

City's Parks and Recreation Director shall represent City in all matters pursuant to the administration of this Agreement and review the Services performed by Consultant. The City Manager shall have the authority, subject to the limitations set forth in Paragraph 5, 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 Steve Lang, Principal, who shall have the authority to make all decisions for Consultant and bind Consultant to the terms of this Agreement.

5. COMPENSATION

A. City agrees to pay Consultant an amount not to exceed \$53,022, based on the Scope of Services set forth in Exhibit A.

B. Consultant shall not be compensated for any Services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance, and in writing, by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given. Unless otherwise agreed to by the Parties in writing, all provisions in this Agreement applicable to Consultant's performance of the Services shall also apply to any additional services.

C. Consultant shall be paid monthly and shall submit monthly invoices/reports to City, within ten (10) days following the end of each month, showing actual Services performed. Invoices shall include billings for all charges, including authorized direct costs incurred by Consultant during the month covered by the invoice. Consultant shall be paid on the next regular Council warrant after all required paperwork is submitted. If 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 invoice/report stating the basis for such dispute.

6. 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 invoice/report to City pursuant to Paragraph 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), City may first serve upon 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. If Consultant fails to cure the default within the specified period of time, City shall have the right to immediately terminate this Agreement pursuant to this 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 City which notice shall specify the material default. Upon receipt of such notice, City may, but shall not be obligated to, effect to remedy such default, which remedy will cause the notice of termination to no longer apply, and this Agreement to continue in effect.

7. RECORDS AND OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to produce an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of six (6) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, computer files, surveys, notes, and other documents prepared in the course of providing the Services to be performed pursuant to this Agreement ("**Work Product**") shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Consultant. Consultant shall provide such items to City promptly upon completion of this Agreement. City acknowledges that such Work Product is not intended or represented to be suitable for use unless completed by Consultant, or for use or reuse by City or others on extensions of the Services or Work under this Agreement, or for any other use or purpose, without written verification or adaptation by Consultant. Any such use, reuse, or any modification of the Work Product, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants.

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.

8. INDEMNIFICATION

A. To the fullest extent permitted by law, except as set forth in subparagraph (B), Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold harmless City and City Personnel from and against any and all claims, actions, suits, claims, demands, judgments, attorneys' fees, costs, damages, losses, penalties, obligations, expenses, or liabilities ("Claims") that may be asserted or claimed by any person or entity arising out of, or pertaining to, Consultant's negligence, recklessness, or willful misconduct, whether or not there is concurrent active or passive negligence on the part of City and/or any City Personnel, but excluding any Claims arising from the sole negligence or willful misconduct of City or any City Personnel. Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorneys' fees incurred in connection therewith. Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities. In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such Claims arising out of or in connection with the Work being performed or Services being provided under this Agreement, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorneys' fees and expert witness fees. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by City in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any loss, liability, or damage is incurred by way of settlement or resolution without a court, jury, or arbitrator having made a determination of Consultant's percentage of fault, the Parties agree to mediation with a neutral third-party to determine Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost requirement owed to City.

B. The provisions of this subparagraph (B) apply only if Consultant is a "design professional" within the meaning of California Civil Code section 2782.8(c). If Consultant is a "design professional," within the meaning of Section 2782.8(c), then notwithstanding subparagraph (A), to the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.6), Consultant shall defend (with legal counsel acceptable to City), indemnify, and hold harmless City and City Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any sub-consultant, subcontractor, or any other person directly or indirectly employed by them, or any person that any of them control, arising out of Consultant's performance of any task or Service for or on behalf of City under this Agreement. Such obligations to defend, hold harmless, and indemnify City or any City Personnel, shall not apply to the extent that such Claims are caused, in part, by the sole negligence or willful misconduct of City or City Personnel. Consultant's cost to defend City and/or City Personnel against any such Claim shall not exceed Consultant's proportionate percentage of fault with respect to that Claim; however, pursuant to California Civil Code section 2782.8(a), in the event that one or more of the defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with City (and, if applicable, other

parties) regarding any unpaid defense costs. To the extent Consultant has a duty to indemnify City or any City Personnel under this subparagraph (B), Consultant shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

C. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Consultant's negligent acts, errors, omissions, or willful misconduct, in performing or failing to perform Consultant's obligations under this Agreement. City in its sole and absolute discretion, may withhold any payment due to Consultant, without liability for interest, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Consultant's obligation to pay City any sums Consultant owes City.

9. INSURANCE

Without limiting Consultant's indemnification obligations of City as set forth in this Agreement, and prior to the commencement of Work, Consultant shall obtain, provide, and maintain, at its own expense, during the entire term of this Agreement including any extension thereof, policies of insurance of the type and amounts described in Exhibit B and in a form satisfactory to City.

A. No Work or Services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance evidencing the required insurance coverages and said Certificates of Insurance are reasonably approved by City. Certificates are to reflect that the insurer will provide thirty (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, Consultant shall, prior to the cancellation date, submit new evidence of insurance.

B. The provisions of any workers' compensation or similar law 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.

C. 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.

D. The City's Director of Administrative Services shall have the authority to adjust or amend the insurance requirements in Exhibit B of this Agreement so long as such amendment or adjustment is agreed to in writing by the Parties.

10. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to City a wholly independent contractor. 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 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 City-provided 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.

11. NO UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of 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 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. Consultant further warrants that it has not employed or retained any company or person other than a bona fide employee working for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. 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 this Agreement during his/her tenure or for one (1) 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.

13. 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, gender, gender identity, gender expression, physical or mental disability, age, military status, marital or familial status, sexual orientation, national origin, or ancestry.

14. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

No City Personnel shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

15. 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; (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
Department of Parks & Recreation
Attn: Manuel Enriquez
1600 Huntington Drive
Duarte, California 91010

If to Consultant: MIG, Inc.
Attn: Steve Lang
109 W. Union Avenue
Fullerton, CA 92832

16. GOVERNING LAW; ATTORNEYS' 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 from the non-prevailing Party all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other related expenses. The Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the Parties 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.

17. RIGHTS AND REMEDIES ARE CUMULATIVE; 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 non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No waiver by either Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. SEVERABILITY

If any portion of this Agreement is found by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, or condition, or provision contained in this Agreement. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to give effect to the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be performed as originally contemplated to the greatest extent possible.

19. 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, relating to the obligations of the Parties described in this Agreement, are merged into this Agreement and shall be of no further force or effect.

20. CONFLICTS OF INTEREST

Consultant represents, warrants, and covenants that he, she, or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant further agrees that while this Agreement is in effect, Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant acknowledges that pursuant to the provisions of the Political Reform Act (California Government Code section 87100 et seq.), City may determine Consultant to be a "consultant" as that term is defined by the Political Reform Act. In the event City makes such a determination, Consultant agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Consultant further agrees to require any other person doing Work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

21. NO THIRD-PARTY BENEFICIARIES

This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

22. PARAGRAPH HEADINGS AND SUBHEADINGS

The paragraph headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

24. EXECUTION OF CONTRACT

The persons executing this Agreement on behalf of each of the Parties 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.

25. CITY MANAGER AUTHORITY

City's City Manager shall have the authority to make non-material changes, non-material amendments, or clerical edits to this Agreement on behalf of the City.

[Signatures on following page.]

IN WITNESS WHEREOF, the City Council of the City of Duarte caused the Agreement to be subscribed by its Mayor or City Manager and said Consultant has executed or caused this Agreement to be executed by its duly authorized officer(s).

CITY OF DUARTE

CONSULTANT

City Manager

Date: _____

By: _____

Its: _____

Date: _____

ATTEST

City Clerk

Date: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

City Attorney, City of Duarte

Date: _____



SCOPE OF WORK

It is MIG's intent to produce a final work product that meets the objectives of the City of Duarte in terms of staff participation, resource efficiency, design quality, innovation, public safety and comfort, budget control, and completion schedules. To assure achievement of this goal, adjustments to this program can be made.

Services will include the following:

PHASE I – PROJECT MANAGEMENT

1. Attend a kick-off meeting with City staff for review of program scope and schedule. Collect from the City all pertinent data and information regarding the existing site improvements, City provided as-builts, utilities, design standards, input from City staff, and any other information that may affect preparation of final Concept Site Plan, and Construction Documents.
2. Provide project coordination during the design process to include bi-weekly status reports, design schedule and updates as required.

Meetings:

- One Kick-Off Meeting with City staff (1 meeting)
- Meetings as described in following phases

PHASE II – SCHEMATIC SITE PLAN DESIGN

1. Perform site survey and produce base topographic plan for patio area and adjacent grades.
2. MIG will finalize the schematic patio plan with adjustments as directed by the Parks and Recreation Director. (1 meeting/call)
3. Provide an opinion of probable construction cost based on schematic plans.

Deliverables:

- Three black and white copies of the Schematic Site Plan for City staff review
- Three copies of preliminary opinion of probable cost
- Digital files of all documents listed above

PHASE III – CONSTRUCTION PLANS, SPECIFICATIONS AND OPINION OF PROBABLE COST

1. Based on the City-approved Schematic Site Plan, MIG will prepare construction drawings, construction cost estimates and technical specifications for the proposed patio improvements in sufficient detail for the City to approve and for contractor bidding. The MIG team will support and help obtain the required permits. Construction documents will be prepared using the City's standard title block in AutoCAD 2020 and will include the following:

Title/Base Sheet

Demolition Plan

Horizontal and Vertical Control Layout Plans

Preliminary Grading and Drainage Plan

Construction Details

Technical Specifications

Signed and Stamped Construction Plans on bond paper

CAD files

2. Incorporate comments received from the schematic plan review and prepare 60% complete CD's (plans and technical specifications) and opinion of probable costs (OPC) and submit for City staff review.
3. Present 60% of the complete CDs to City staff for review and input. (1 meeting/call)
4. Incorporate comments received from 60% review and prepare 90% complete CD's and OPC to submit to City staff, and departments for review and comments. (1 meeting/call)

Meetings:

- Meeting with the City staff to review construction documents at 60% and 90% submittal for review comments. (2 meetings/calls)

Deliverables:

- Three full-size sets of 60% complete construction documents (CD's). City to provide complete City "Boilerplate" and General Conditions to precede technical specifications.
- Three full sets for 90% complete CD's for City staff and departments review and comments.

PHASE IV – FINAL SUBMITTALS

1. Incorporate comments received from 90% review and prepare final construction drawings, OPC, and technical specifications and submit to the City for final review, final approvals and permits at 100% completion. Submit final approved stamped and signed

construction documents on bond paper to the City for bidding. Provide PDF electronic digital copy of the final CD's (CAD and Word files) for City use.

Meetings:

- Presentation to City Council at 100% CD's for approval to proceed with bidding. (1meeting)

Deliverables:

- Three sets of 100% complete CD's and final OPC
- One copy of stamped and signed originals of construction drawings for bidding phase reproduction on bond paper
- One electronic digital copy of construction documents for City records

PHASE V – BID ASSISTANCE (on an hourly time & materials basis)

1. Attend pre-bid conference and answer questions from prospective bidders. (1 meeting)
2. Prepare addendums as needed to clarify certain aspects or questions regarding the plans which may arise during contractor bidding.

PHASE VI – CONSTRUCTION SUPPORT SERVICES (3 MONTH PERIOD) (on an hourly time and materials basis)

1. Attend pre-construction meeting.
2. Respond to RFIs and interpret plans and specifications. Review and approve shop drawings and samples. Assist in reviewing and processing requests for potential change orders, material submittals, or equal products.
3. Attend bi-weekly site meetings to review construction progress and a preliminary and final inspection walk-through. Prepare preliminary and final corrective punch list based on final review walkthrough.
4. MIG will provide the contractor with full-sized bond drawings and CAD CDs of the project for the contractors use for updating as-built/record drawings. MIG will review and update the as-built/record drawings from the contractor and closeout documents for completeness prior to turning them over to the City.

Exclusions:

The following services are not included in the scope of services identified in this proposal:

- Specification City “Boilerplate” and General Conditions
- Agronomic testing and report
- Power Company Service Plans
- Permit coordination and fees
- Environmental review services
- Off-site improvements
- Geotechnical services

PROJECT TEAM

MIG’s project team will continue to be those who were involved in the Duarte Concept Plan - **Steve Lang** as **Principal** and **Donna Gutierrez** as **Project Manager**. **Oscar Johnson, Senior Landscape Architect** will participate in design, quality assurance and quality control, as well as construction support as required. Production support staff will assist from the Fullerton offices as needed. **BKF** will be providing **civil engineering and survey services, electrical design by Budlong and structural engineering by Innovative Structural Engineering (ISE).**

PROFESSIONAL SERVICE FEE

Our fee for landscape architectural services is provided below and is valid for 90 days from the date of this proposal.

PHASE 1 – Project Management	\$4,830
PHASE II – Survey/Schematic Plan Design	\$10,610
PHASE III –Construction Plans, Specs & OPC.....	\$29,130
PHASE IV – Final Submittals	\$7,315
PHASE V – Bid Assistance.....	T & M
PHASE VI – Construction Support Services.....	T & M
Consultant Coordination 5%.....	\$1,137
TOTAL.....	\$53,022

Standard Hourly Rates*

Principal	\$230/hr.
Project Manager	\$150/hr.
Senior Landscape Architect.....	\$200/hr.
Irrigation Designer	\$165/hr.
Landscape Designer	\$140/hr.
Sr. Project Accountant	\$175/hr.
Administrative Assistant	\$105/hr.

* These rates are for 2024 and subject to change on an annual basis

ADDITIONAL SERVICES

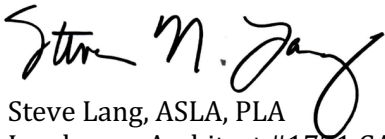
All services not included in the above scope of work shall be considered Additional Services and shall be billed at the Standard Hourly Rates. All additional services shall require written authorization from City of Duarte Director of Parks and Recreation before proceeding with any approved changes.

INVOICES

Invoices shall be submitted monthly as a percentage of phase completion. Payment is due upon your receipt of each invoice.

Thank you for this opportunity to be of service. Please feel free to contact me at 714-600-0817, or via email at stevel@migcom.com, if you have any questions or comments relative to scope or fee. We look forward to continuing to work with you on your park renovation.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve M. Lang". The signature is fluid and cursive, with the first name "Steve" and last name "Lang" being more prominent than the middle initial "M".

Steve Lang, ASLA, PLA
Landscape Architect #1771 CA
Principal

EXHIBIT B

Insurance Requirements

A. Insurance Required

(1) Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

(2) Automobile Insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connections with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles in an amount not less than \$1,000,000 combined single limit for each accident.

(3) Workers' Compensation Insurance providing statutory benefits as required by California law.

(4) Professional Liability or Errors and Omissions Insurance designed to protect against acts, errors, or omissions of 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. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the Services required by this Agreement.

B. All insurance policies required hereunder, except the workers' 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. Best's rating of A- or better and a minimum financial size VII in accordance with the latest edition of Best's Key Rating Guide.

(2) The policies shall be endorsed to name 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 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) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days' advance written notice of such change.

C. Consultant shall renew the required coverage annually as long as City or its employees or agents face an exposure from 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.



AGENDA REPORT

MEETING DATE: November 12, 2024

TO: Mayor and Members of the City Council

FROM: Jason Golding, Planning Manager
Albert Nuñez, Management Analyst

SUBJECT: Selection and Approval of 2024 Call for Artists Utility Box Art Designs and Recommendation for Freeway Wall Community Identifier

RECOMMENDATION: It is recommended that the City Council: 1) Select and approve a recommended design for each utility box location; 2) Approve the Arts Ad Hoc Committee's recommendation to prioritize a community identifier for future public art on Mountain Avenue, with a budget not to exceed \$60,000.

FISCAL IMPACT: The 2024 Call for Artists program is funded within the City's 2024-25 budget, with a total allocation of \$15,984 to cover artist stipends, installation fees, and maintenance for the utility box art. If the City Council approves the recommendation for a community identifier on Mountain Avenue, an additional budget allocation of up to \$60,000 will be necessary. This funding may be addressed during the mid-year budget review or included in the next fiscal year's budget planning.

BACKGROUND

The Freeway Wall and Utility Boxes Arts Ad Hoc Committee (Committee) was approved by the City Council at its regular meeting on September 12, 2023. Since its inception, the Committee has met eight (8) times to discuss and recommend artwork on City-owned utility boxes and to pursue murals on Caltrans freeway right-of-way. At its regular meeting on April 23, 2024, the City Council approved the Utility Box Art Program Guidelines and 2024 Call for Artists, which included four (4) locations throughout the City utilizing vinyl wrapped art on the boxes. The 2024 Call for Artists (Call) was officially announced and opened on May 6, 2024. The Call was promoted on the City's website, social media platforms, an art project opportunity website (CaFÉ), and at public meetings. The Call closed on July 8, 2024 with 53 applications. Two of the applications received were disqualified due to ineligibility.

The Committee held two meetings to review and evaluate the submitted applications. Each Committee member used a scoring sheet to assess the submittals, and after tallying their scores, they presented their top three choices for each utility box. After gathering the selections, the total

votes for each artist were tallied, and the artist with the most first-choice votes was designated as the Committee's top choice to be presented to the City Council. For artists with fewer first-choice votes, the Committee selected a runner-up to give the City Council two strong options to choose from for each utility box location.

Freeway wall murals were discussed at the Committee meeting in May and again at the final meeting. Due to the complexity of the Caltrans review and approval process and the differences in the type of art projects that will be considered by Caltrans, the Committee focused on presenting a recommendation for the freeway wall using a more achievable "Community Identifier" art project that could be realized with a smaller budget.

DISCUSSION/ANALYSIS

2024 Call for Artists

The Arts Ad Hoc Committee has selected designs (Attachment A) for the following four utility boxes, each reflecting themes chosen by the Committee based on the location and community context of the utility box:

Utility Box #1

- Location: Southeast corner of Huntington Drive and Mountain Avenue
- Theme: "Route 66"
- Number of Applications Received: 10
- One traffic control box

Utility Box #2

- Location: Southwest corner of Duarte Road and Circle Road
- Theme: "Medical Health"
- Number of Applications Received: 6
- One traffic control box and one meter pedestal

Utility Box #3

- Location: Northeast corner of Fasana Road and Highland Avenue
- Theme: Transportation
- Number of Applications Received: 8
- One traffic control box and one meter pedestal

Utility Box #4

- Location: Southeast corner of Huntington Drive and Crestfield Drive
- Theme: Childhood
- Number of Applications Received: 27
- One traffic control box

The Arts Ad Hoc Committee held two meetings to review the submitted applications. The Committee members were given scoring sheets to help them evaluate the submittals. Once each member in attendance tailed up their scores, they provided their three top choices.

Utility boxes #3 and #4 have three artwork recommendations each because Cheyne Ellett's design submittals were chosen for each location. Since an artist can only have one (1) submission chosen by the City per calendar year, the Committee wants to ensure the City Council has multiple recommendations in case one of Cheyne Ellett's designs is chosen.

Once the City Council selects and approves the final art designs, City staff will collaborate with a third-party vendor to produce and install graffiti-resistant vinyl wraps, ensuring the approved artwork is properly displayed on the designated utility boxes. Depending on vendor availability, installation is expected to take place in early 2025. The City's Field Services Division will continue to monitor and maintain the artwork for up to three years, ensuring the longevity and integrity of the installations.

Freeway Walls

In addition to the Utility Box Art Program, the Arts Ad Hoc Committee was tasked with reviewing options for freeway art on Caltrans-owned walls throughout the City; however, with a focus on both Mountain Avenue and Buena Vista Street. City staff researched various elements, including the types of art permitted on freeway walls, Caltrans' approval process, and associated costs. Staff also reviewed examples of freeway art projects completed by other cities. Caltrans allows two types of art on freeway walls:

- **Community Identifiers:** Community identification typically includes graphics and/or text that convey information about a region, community, or area, often highlighting the identity, history, resources, or defining characteristics of the location. This type of art generally takes the shape of painted City logos/names and simplified color applications that introduce residents and guests to entry of a City, similar to the existing City logos and painting located on the underpasses at Mountain Avenue and Buena Vista Street. Caltrans will only consider one Community Identifier for each direction of the freeway (Attachment B).
- **Transportation Art:** Transportation Art is a visual expression that reflects the unique aesthetic, environmental, scenic, historical, and cultural values of the local community. Text is not allowed on Transportation Art. This type of art is usually associated with larger and more elaborate murals, but could include other types of artwork, such as sculptures. Transportation Art generally involves more complex artistic designs and covers more surface area with painted images as compared to Community Identifier art.

After reviewing both options, the Committee recommends that any group responsible for future public art focus on a Community Identifier for Mountain Avenue, with a budget not to exceed \$60,000. The Committee's recommendation includes imagery on both the east side of the underpass, as well as the retaining wall that faces the intersection of Mountain Avenue and Evergreen Street. The Committee also recommends the installation of decorative City signage and improvements to landscaping in the area below the retaining wall (Attachment C).

RECOMMENDATION

The City would like to thank the members of the Arts Ad Hoc Committee for their dedication and thoughtful contributions throughout this process. Their efforts have been instrumental in shaping

the recommendations presented to the City Council.

It is recommended that the City Council: 1) Select and approve a recommended design for each utility box location; 2) Approve the Arts Ad Hoc Committee's recommendation to prioritize a community identifier for future public art on Mountain Avenue with a budget not to exceed \$60,000.

FISCAL IMPACT

The 2024 Call for Artists program is funded within the City's 2024-25 budget, with a total allocation of \$15,984 to cover artist stipends, installation fees, and maintenance for the utility box art. If the City Council approves the recommendation for a community identifier on Mountain Avenue, an additional budget allocation of up to \$60,000 will be necessary. This funding may be addressed during the mid-year budget review or included in the next fiscal year's budget planning.

ATTACHMENTS

- A. Utility Box Artwork Recommendations
- B. Examples of Community Identifier Art
- C. Photos of Recommended Area for Community Identifier Art

Fiscal Review:



Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:



Brian Villalobos
City Manager

Attachment A

Utility Box Artwork Recommendations

Utility Box #1

Theme: Route 66

Location: Southeast corner of Huntington Drive and Mountain Avenue

OPTION 1



Raquel Martinez Rodriguez
Snapshots Down the Ol' Route 66

OPTION 2



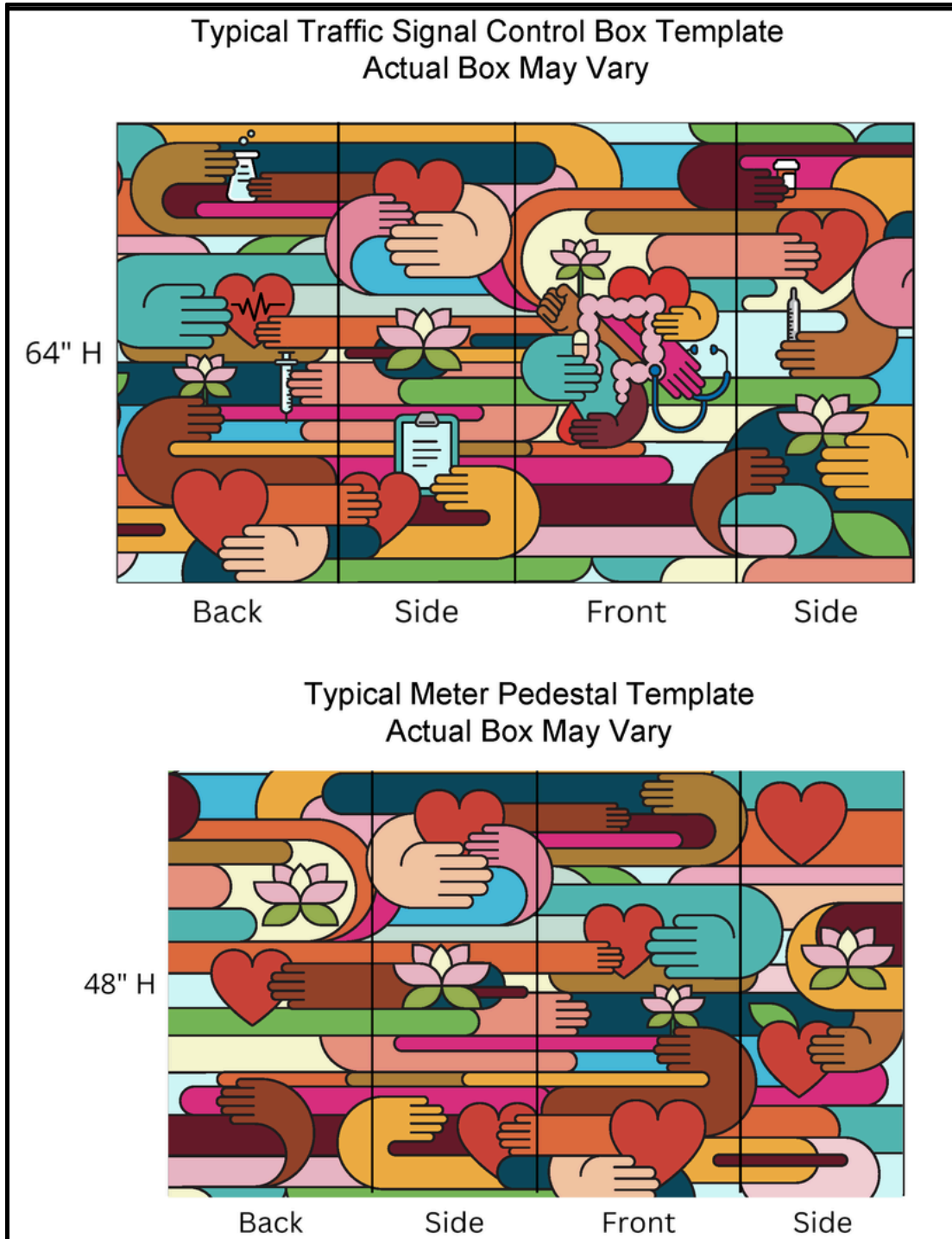
Victoria (Labravart) Cruz
You are here.

Utility Box #2

Theme: Medical Health

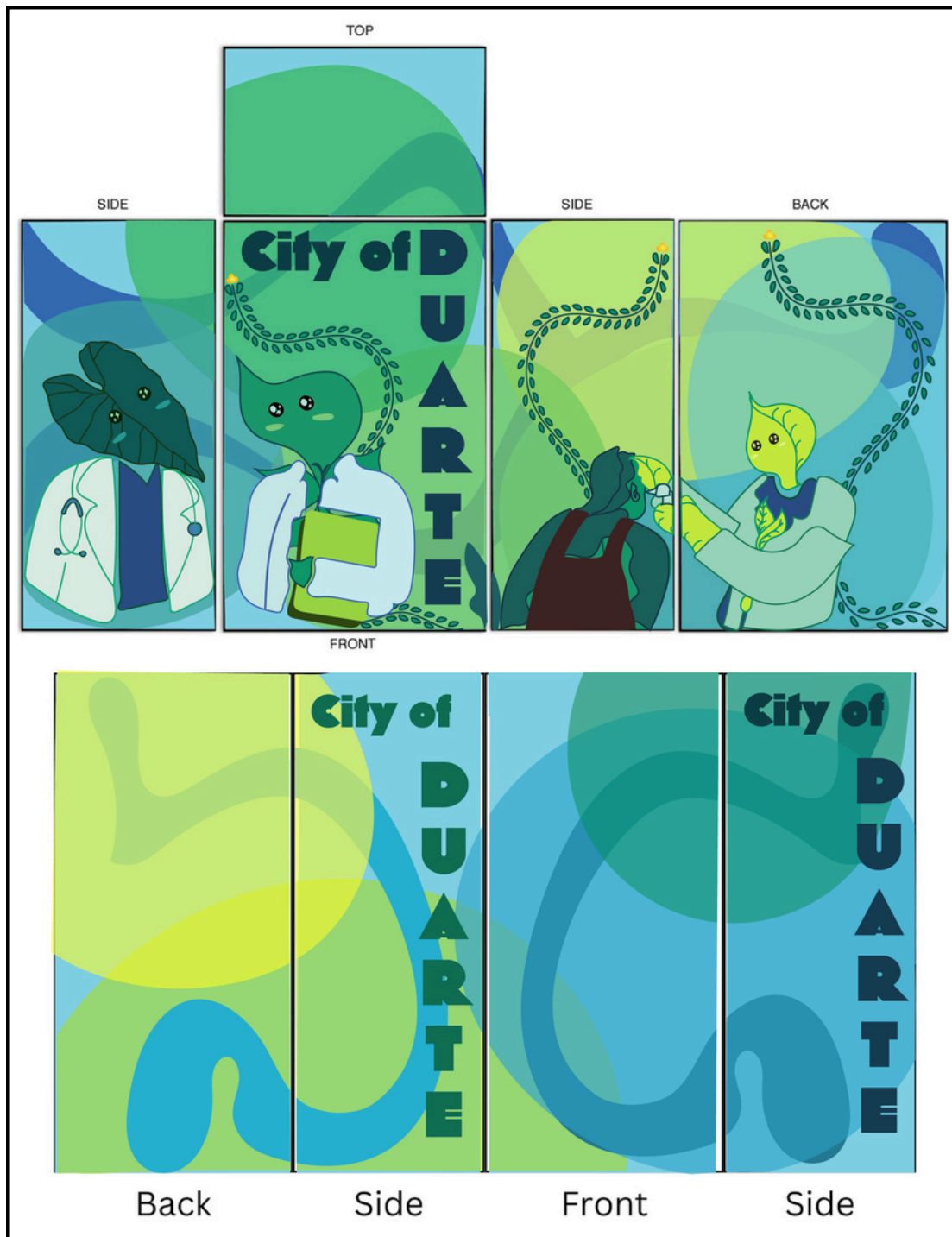
Location: Southwest corner of Duarte Road and Circle Road (one traffic signal cabinet and one meter pedestal)

OPTION 1



Laishan Mui Ito
Hope and Healing

OPTION 2



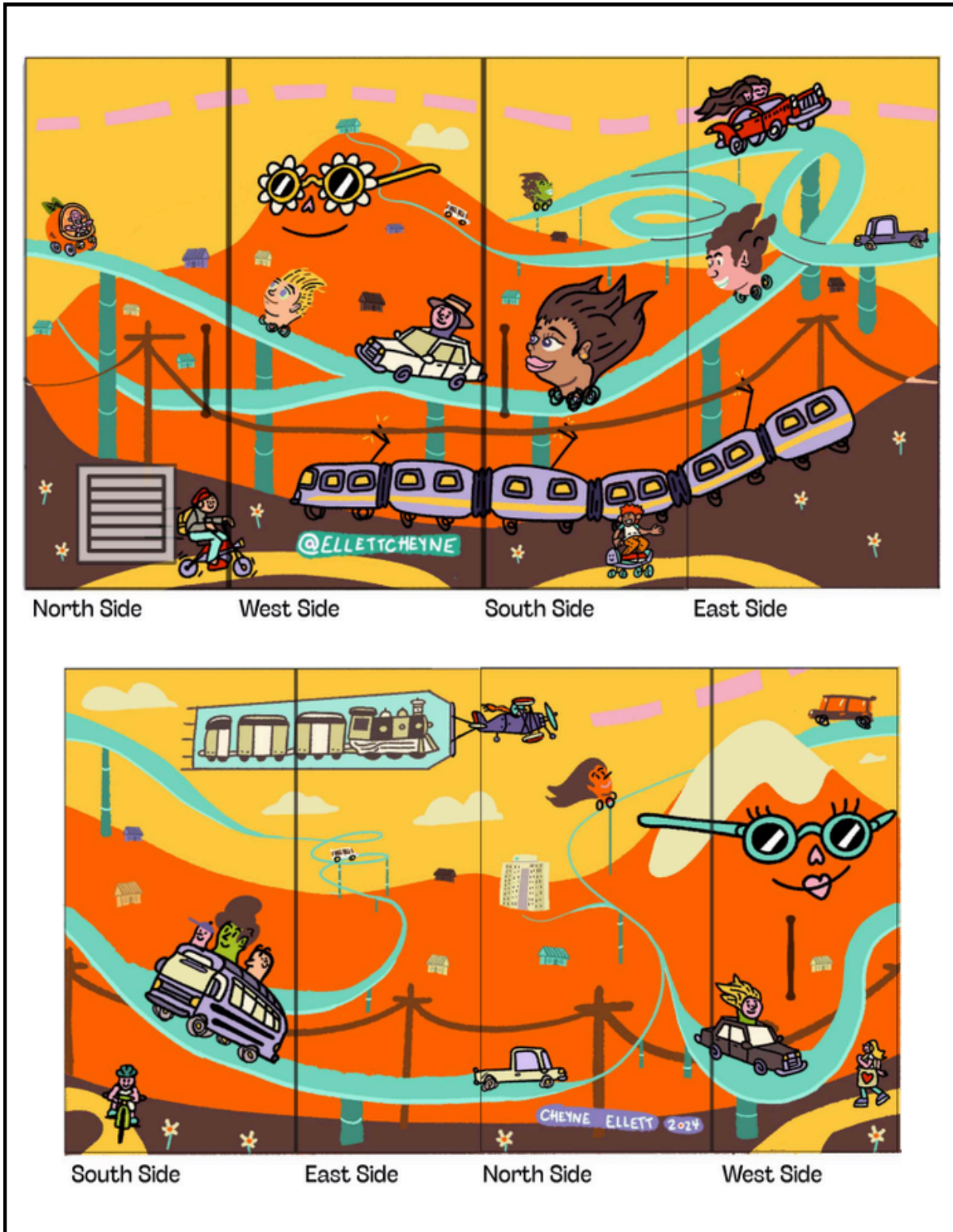
Alexandra Garcia
Health and Friends

Utility Box #3

Theme: Transportation

Location: Northeast corner of Fasana Road and Highland Avenue (one traffic signal cabinet and one meter pedestal)

OPTION 1



Cheyne Ellett
Heading Places

OPTION 2

Typical Traffic Signal Control Box Template

Actual Box May Vary

64" H



Back

Side
North

Front

Side

Typical Meter Pedestal Template

Actual Box May Vary

48" H



Back

Side
North

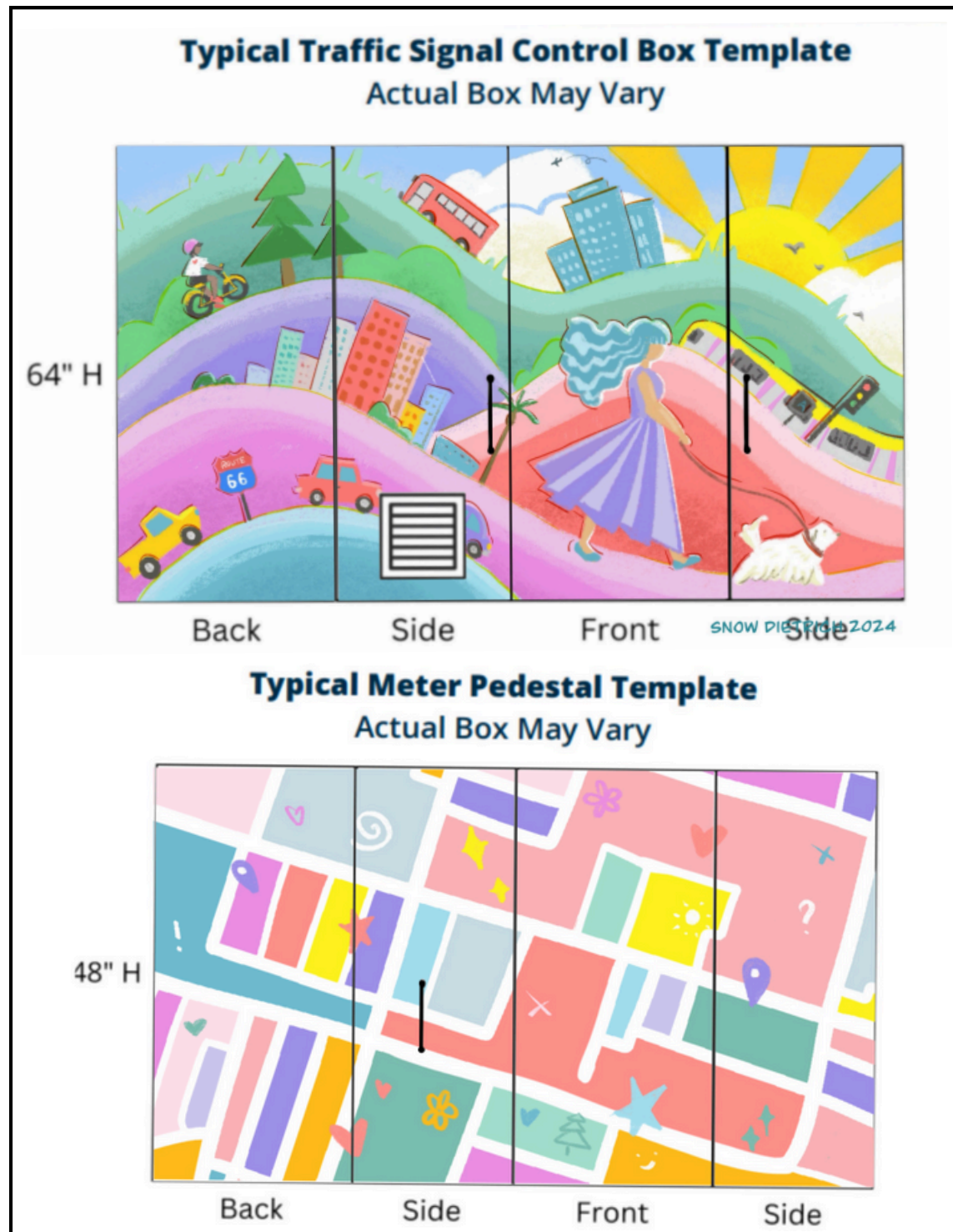
Front

Side

Samantha Chang

Tracks of Time and Connected Journeys

OPTION 3



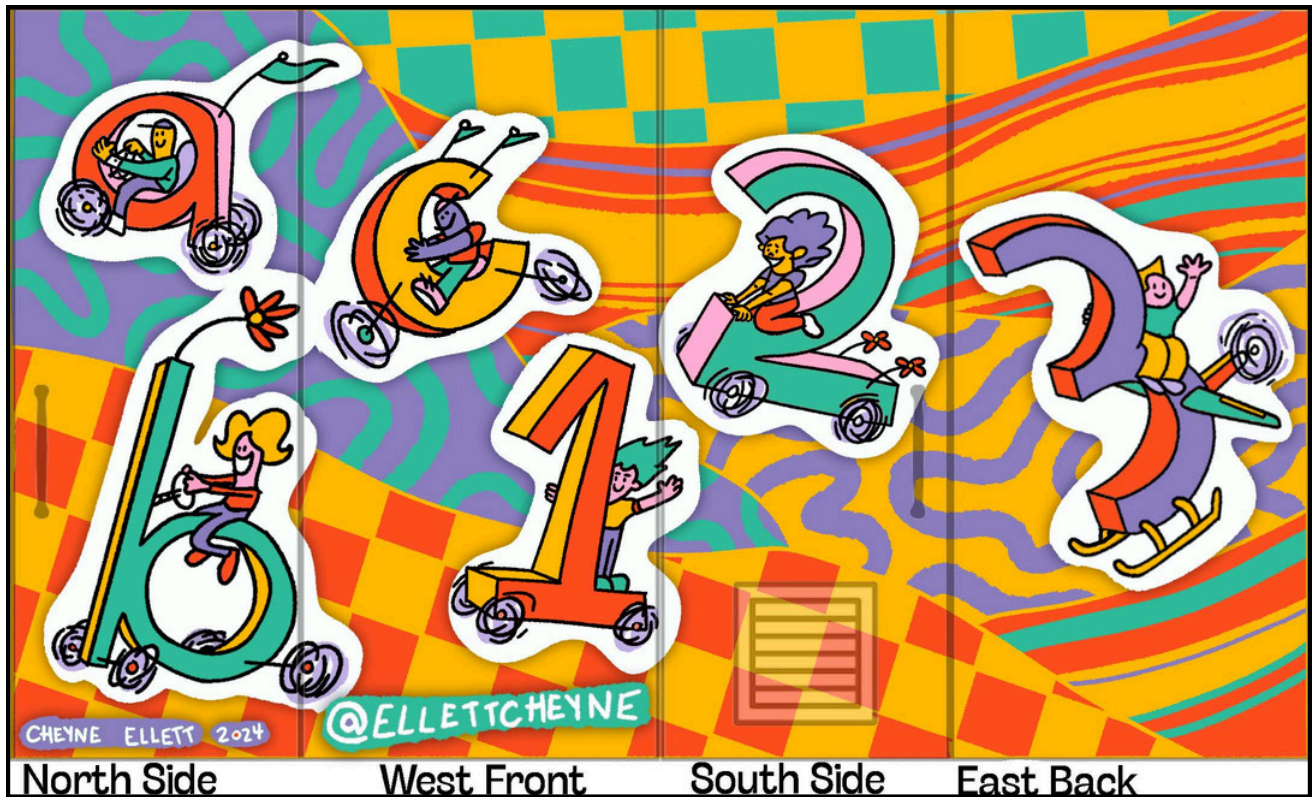
Xue (Snow) Dietrich
Colorful Transportation

Utility Box #4

Theme: Childhood

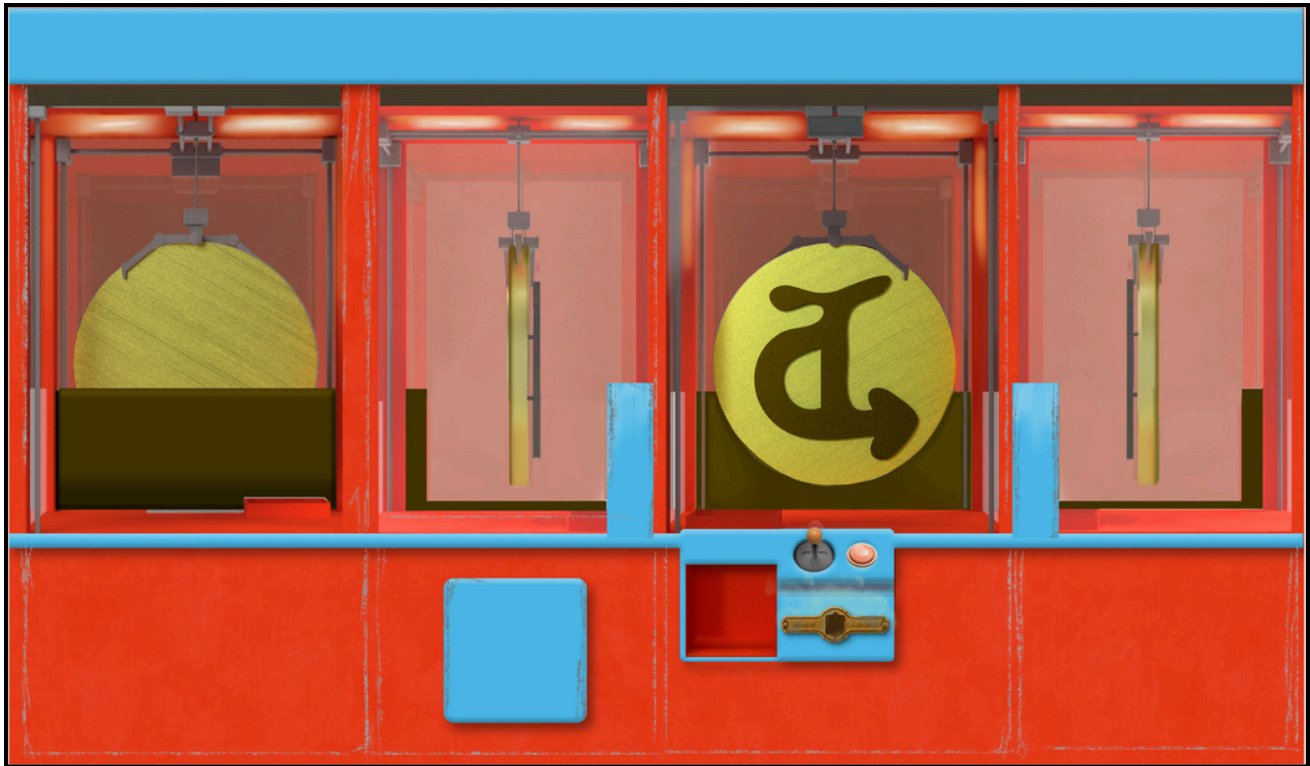
Location: Southeast corner of Huntington Drive and Crestfield Drive

OPTION 1



Cheyne Ellett
ABC, 123!

OPTION 2



Josef (Jophen Stein) Gibson
Free Play

OPTION 3



Joseph (Joeded) Walsh
Create your future

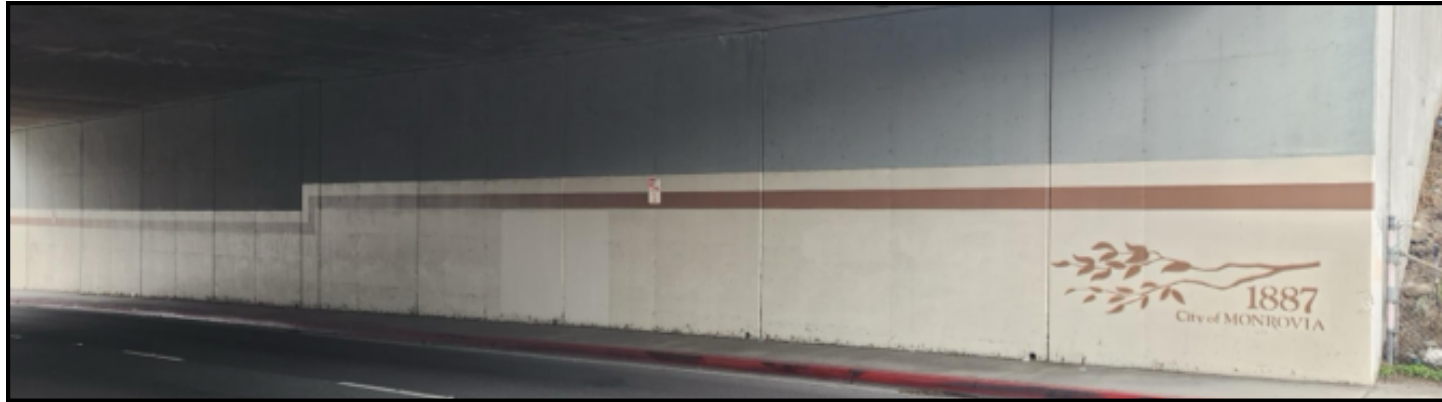
Attachment B

Examples of Community Identifier Art

City of Duarte



City of Monrovia



City of Azusa



City of Bellflower



Attachment C

Examples of Community Identifier Art





AGENDA REPORT

MEETING DATE: November 12, 2024

TO: Mayor and Members of the City Council

FROM: Brian Villalobos, City Manager

BY: Andres Rangel, Assistant to the City Manager

SUBJECT: Discussion and Direction Regarding the Duarte Chamber of Commerce and Small Business Support Recommendations

RECOMMENDATION: It is recommended that the City Council discuss and consider the recommendations proposed in Stratiscope's Duarte Chamber of Commerce and Small Business Support Report

FISCAL IMPACT: No fiscal impact associated with approving this report.

BACKGROUND

The City allocated \$32,000 in its FY 2024-25 budget to cover the Chamber of Commerce operational expenses until December 31, 2024. Before the agreement was extended for the remainder of the fiscal year, Council directed staff to work with the Chamber to refine its scope of work so that it is both financially stable and reflective of business community needs.

In June, the City contracted Stratiscope Inc. to conduct a Chamber of Commerce and Small Business Support report. The purpose of the report is to provide recommendations for the Duarte Chamber of Commerce and to strengthen connections with businesses. In addition to providing recommendations to retain small businesses, the report also assessed how the Chamber can operate more efficiently and in line with the business community's needs. Therefore, the report would provide a framework for the Chamber of Commerce's agreement that will expire on December 31, 2024.

ANALYSIS

Stratiscope conducted its report between June through October 2024. The report consisted of engaging with businesses, anchor institutions, and the Chamber of Commerce to understand business concerns, their needs, priorities, and identify opportunities the Chamber and the City can address. Engagement also included two business walks that included Sheriff and City staff and officials.

Key findings and recommendations for both the City and the Chamber of Commerce are below:

City

- The City should develop and adopt an Economic Development Strategic Plan
- Streamlining permitting process for certain activities
- Appoint an ombudsman to provide business assistance

Chamber of Commerce

- Chamber should automate, digitize, and/or outsource its daily functions by hiring a CEO or outsourcing management of the Chamber to a firm
- Minimize operational expenses by not requiring the chamber to maintain a physical office
- City should establish regular operational meetings with key chamber staff
- The City should fund the Chamber at least \$5,000 per month for basic services.

Stratiscope identified the City of Alhambra as a model agreement in terms of its funding structure as well as how its Chamber of Commerce is organized, functioning with a volunteer board of directors and a contracted operations staff.

RECOMMENDATION

It is recommended that the City Council discuss and consider the recommendations proposed in Stratiscope's Small Business Support Report.

FISCAL IMPACT

No fiscal impact associated with approving this report.

ATTACHMENTS

Chamber of Commerce and Small Business Support Report

Fiscal Review:



Kristen Petersen
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Memorandum

Date: November 6, 2024
To: Brian Villalobos, City Manager, City of Duarte
From: John Bwarie, CEO, Stratiscope
Subject: City of Duarte Chamber of Commerce and Small Business Support
Recommendations

Background

The City of Duarte, small by comparison to most of its neighbors, is home to remarkably successful businesses. While boasting national chain big box stores and franchisees as well as long-time local favorites, the City is challenged by three critical factors: 1) a limited commercial zone, 2) no clearly defined “downtown,” and 3) significant competition from nearby neighboring cities. In the face of these fundamental and longstanding challenges, the City must chart a course forward as an engine of support for small business and economic growth.

Its geography requires recognition that the City is situated in a seamless metropolitan area where one neighboring city leads into the next. The distinction between jurisdictions is not made by geography or appearance but by the experience and service a business receives – the community it is a part of. Duarte’s challenge is not unique or new, but the approach it must take to address the current needs of the community must be refreshed from past practices.

This project began in June 2024 and concluded in October 2024 to assess the current business needs as well as opportunities for the city to support current and future businesses. This was done through a series of interviews, business visits, and group conversations with existing business owners and operators, city officials, and community leaders, resulting in contact with more than 100 stakeholders. This revealed key insights about challenges and opportunities in the form of business concerns, needs, and priorities.

The recommendations in this report are informed by the community members, who all share a vision for a strong, vibrant economy in Duarte. The recommendations are also informed by best practices in the region as well as across the state with the changing face of local economic development practices.

About Stratiscope

Stratiscope harnesses the power of community to serve governmental agencies, professional associations, civic organizations, non-profits, corporations, consulting firms, and community leaders that seek to effectively engage community members. We devise and conduct community engagement strategies and field implementation, economic development research, strategic facilitation and planning, government

relations and policy advising, and strategic planning to build thriving communities. Tactically, we produce strategic economic plans, community activations, online and print publications, media management, community educational programs, and resource and sponsorship development. Working for an extraordinary spectrum of clients in support of their missions to build, serve, and advocate for their communities is our legacy and our vision for the future.

Key Insights

To inform the work of creating a model for small business support on behalf of the City of Duarte, the insights from local leaders and business owners shaped the sentiments of what is possible and what is limiting those possibilities in the City.

Strengths

Through the conversations we engaged in with local business leaders, three key strengths surfaced as being unique to Duarte:

1. City government and elected officials are accessible and well-known because Duarte is a small city.
2. Local sheriffs are responsive to business needs.
3. The strength of the City school district and other schools in the community help make the community attractive for new families.

Opportunities

As we interacted with leaders in business, community, and government, these potential opportunities emerged:

1. An official Economic Development Plan would help set the standard, protocols, and programs for more strategic and tactically aligned economic work in the city.
2. Grant programs for businesses could incentivize businesses to develop their potential as well as create physical improvements to the cityscape.
3. With vacancies along the City's main corridors, the City can recruit businesses to fill vacant spaces with products and services that residents would use daily to benefit the community.
4. "Big box retailers" and other large businesses currently attract customers to the city and have an untapped potential to drive customers to local small businesses.
5. Local businesses are looking for the opportunity to participate in community events or be vendors for the City to help them thrive here.
6. With a strong school system, the City can attract younger people and families to live in Duarte.
7. Improved communication and connection between the City, local leaders, and businesses would result in crafting essential support programs and resources that benefit local businesses and the community.

Challenges

During the engagement of business and community leaders, they revealed challenges they face when doing business in the city, including:

1. Public Safety: Unhoused individuals impacting business is the dominant concern relative to public safety across the City.
2. Central Business District: Duarte lacks a defined downtown or central business district, which inhibits recognition of a focal point and brand identity.
3. Physical Improvements: Many property owners are unable or unwilling to invest in the appearance or functionality of their commercial buildings.
4. Affordability: Rents, staffing, and the general cost of doing business are onerous and prevent businesses from thriving and inhibit new businesses from opening.
5. City Regulations: Certain city regulations are overly burdensome, creating undue limitations on promotion and growth of businesses. The most common refrain was business owners want a simpler process for updating or replacing signage, including temporary signs and banners. The permitting process was identified as needing to be streamlined.

Roadblocks, pitfalls, and landmines to be addressed or avoided

As the City moves to more effectively support small businesses, the following considerations must be kept at the forefront:

1. Neighboring Cities: The seamless nature of cities surrounding and leading up to Duarte create an ambiguous, unidentifiable landscape such that consumers and even some businesses cannot distinguish when they are in Duarte to conduct business or patronage retailers and restaurants.
2. Municipal Misalignment: the City must be unified in strong, vocal support of small businesses and in the actions that produce results for these businesses.
3. Information Vacuum: Social media alone is failing to transmit key information to business stakeholders; robust, intentional, omnichannel communications (ideally in multiple languages) should be tailored toward the small business owner.
4. Lack of Staff Capacity and Expertise: Without assigned professionals working to create economic vibrancy, the City is unmoored from a plan for sustained, predictable growth and reliable small business support.
5. Managed Expectations: The expectations of leaders of what is needed and what is possible must be tied to investments that can realize those goals, because the current level of support will not allow the vision to be achieved.
6. The Past is Not Present: Leaders across the city cannot hold onto old models of support for small businesses, as this trap will limit progress and growth in a time when past practices, approaches, and expectations no longer create a viable path forward.

Today's Chamber of Commerce

The Stratiscope Approach

What a modern Chamber of Commerce is and can do today greatly departs from old, once useful models. The traditional model largely held up through the early 21st century until the COVID-19 pandemic became a world-changing event. The pandemic and the years that followed revealed that even longstanding Chamber members were not as closely knit together nor did they uniformly share a mission. Often, they did not form a community in its truest or most useful definition. The functional deficits included Chamber leadership not being prepared, empowered, or resourced to take actions to pull the members together, keep them engaged, or help them through what was a long and slow-rolling disaster for many.

The predominance of online connectivity and communication plays a part in this new reality as well. The 20th-century model of members joining, paying, and volunteering time to execute the mission has limited viability in this digital era. The primary functions of this pre-internet Chamber focused on networking with other businesses, as well as gaining referrals and connections to customers. This all became faster, simpler, and more convenient via social media platforms such as Facebook, LinkedIn, and Instagram. These platforms curate connections and expand reach into prospects with easy to access marketing intelligence. Almost anyone from almost anywhere can conduct a search and find out almost anything. With the time-saving reality of digital tools, a business owner or representative has become hyper-conscious of the return they get from on-the-ground or face-to-face interactions.

In a nutshell, most would-be or former members *believe* they can't spend enough time as a Chamber member to make it valuable. Therefore, they spend very little time and call it "the best I can do." If that belief becomes the rule, they may let their membership lapse. Of course, this overlooks the unique and overriding benefit of *belonging*. Joining and joining in as a participant at programs and events creates a collective voice and a common space. Ultimately, these are the elements of a stronger, local community that is vibrant and resilient.

When Chambers are unable to communicate their value, a smaller membership diminishes the chance that as new businesses open, they will join a Chamber. With fewer members, lower quality programs, and less demonstrated advocacy, the expense of membership appears to be less valuable than that \$200-500 invested in Instagram ads or Google AdWords. A prospective member thinks, "*I know how much I pay per click, but how does the Chamber directly impact me right now?*"

It's now undeniable that the local Chamber model had growing fissures for at least a decade before the pandemic cracked them wide open in 2020 and 2021.

Here's the new reality. The mission of the Chamber is to serve the community, and it must do that without the resources that can be generated by membership alone. For this very reason, among many others, the Chamber should exist – to give voice to those who are too busy and distracted to pay attention to the policies impacting them and provide a connection to City Hall and other seats of power.

While most products are no longer needed if people don't buy them, the product the Chamber is selling *is* needed, but often deprioritized in an increasingly challenging economic environment.

The very reason Chambers need to exist is the reason that so many businesses can't join: the policies that overburden business.

Advocacy and the local relationships that a Chamber can foster are especially important for small communities, and at the same time, this where small local businesses often feel they cannot justify membership from a cost-benefit standpoint.

Is the solution to just close down the Chamber? Replace it with a new organization or merge it into a regional collective? As the saying goes, all politics are local. All business is local, first and foremost when it comes to having a voice that matters. The loss of the local Chamber eliminates the chance for the collective local voice to be heard. And this isn't just a voice for business. It's a voice for stronger communities, community programs and events, and a more connected and therefore resilient community. This is what's at stake with the loss of a strong, local Chamber of Commerce.

Recommended Model for Small Business Support:

In order to support current and future small businesses in Duarte, the City of Duarte and the Duarte Chamber should collaborate with each other to create an environment that is in service to the business community. This can be done by establishing realistic outcomes for this work, defining clear roles for all organizations involved, and setting boundaries on the relationship between the City and the Chamber.

1. Set Realistic Outcomes

The goal of supporting small businesses in Duarte requires clear, attainable, actionable, and measurable outcomes that are conveyed to all stakeholders and understood by them. These goals are typically the result of a formal Economic Development Strategic or Action Plan. To move forward this year, the City of Duarte ideally puts a plan into place and abides by an implementation schedule.

2. Define Clear Roles

To achieve the goals established by the city and key stakeholders, specific functions must be undertaken by the City as well as support organizations. The essential functions of the City, the Duarte Chamber of Commerce, and other key small business support entities are detailed below.

a. The role of the City of Duarte:

- i. Set a vision for the City with an economic development plan.
- ii. Provide resources to businesses.
- iii. Respond to needs to make doing business easier in Duarte by streamlining permit processes and amending limiting rules to allow business to thrive.
- iv. Establish an ombudsman to provide business assistance for those seeking to open or expand a business in the City, walking them through the City process from idea to approval.
- v. Support the work of partner organizations by setting realistic goals and expectations for that support.

b. The role of the Duarte Chamber of Commerce is to functions as:

- i. The primary bridge or connection between the City and local businesses, conducting two-way communication so that support aligns with the City's capacity and local business' expectations.
- ii. The relationship-builder that seeks to harmonize the interests of the City, School District, and other leaders, creating opportunities for businesses to meet leaders and connect to community programs.
- iii. The community builder and convener to bring business together *and* bring community together, fostering community partnership among the various leaders through community programming that supports a stronger community. These programs could include special events like lunches, walks, topical committees, and even workforce development programming.

- iv. The business resource center and clearinghouse for information about programs, services, and organizations that support businesses.
 - v. The business promotion arm based on stakeholder input to promote the businesses in Duarte. Examples include shop local programs, incentive programs, ribbon cuttings (and promoting openings), and employee dining programs.
 - c. The role of Allied Small Business Support Organizations (e.g. SBDC, SCORE, etc.):
 - i. Provide experts, expertise, and programing on key topics that support small businesses
 - ii. Offer coaching and advising to support individual small businesses success
 - iii. Offering curriculum and programs that is made available to small businesses in the area.
3. Define the Boundaries of the Relationships
- a. The most functional, results-oriented relationship between the City and the Chamber requires an agreement that clearly delineates tasks to be delivered with articulated expectations regarding how much time/effort those tasks will require. Additionally, as proven successful in other local cities, the specifications for support should be collaboratively developed to meet the goals set by the City.
 - b. City funding should be set at at least \$5000/month for basic services, as described above. In this next iteration of the agreement, some flexibility should be given as to HOW the work is executed. For example, instead of stating the Chamber will host a specific, named event, the contract may describe the type of event and outcome of such an event.
 - c. Surrounding cities like Monrovia and Temple City are currently using this type of agreement in this financial range, with best practices that include quarterly reporting to City Council, regular meetings with the City management (contract liaison), and partnership in the execution of the work to support small businesses.
 - d. To offer enhanced capabilities that support the City's vision, the Chamber may assist with business retention activities including conducting business visits to offer resources and business attraction such as reaching out to businesses outside the city with the goal of having them open or expand to Duarte (and fill vacancies). This work can be done by convening, working with, and supporting local real estate brokers who are active in and representing Duarte properties. These activities should be funded at a level beyond the base support in item 3b.
 - e. The Chamber should be the liaison to Allied Small Business Support Organizations, creating connections, relationships, and referrals to provide Duarte businesses greater access to expert resources.

Next Steps:

With the three principles above in place, the City and the Chamber can move forward together. To achieve this, the reality of the current circumstances must be considered and addressed. While it is difficult to compare Duarte to neighboring cities like Monrovia (which has a defined downtown and many more businesses), Irwindale (which is primarily industrial with limited retail or restaurants), or Temple City (which has a similar sized business district, but is double the size and has a different financial and ethnic demographic), each of these cities and their chambers are addressing unique issues with City funding that shapes the way the Chamber operates.

Because the Chamber has stated it is looking for direction from the City, and the City Council stated it was looking for the Chamber to share its vision and plan, the following are the next steps of how the City should work with and support the Chamber. While this is not a work plan, what follows outlines the key next steps the City should take to move this process forward, as well as what the City should reasonably expect from the Chamber of Commerce in a future partnership.

1. The City should allocate multi-year resources to support the work of the Chamber, as determined by the City as to what's of value to the City and its economic development work. When funding Chamber programming, the City should review all programs and activities and justify the benefit of all programs through the lens of: "is this something that only the Chamber can do?" Legacy programs should not be funded by the City for the simple reason that "this is what's always been done."
2. The City should set funding based on a specific work program for the Chamber that augments and supports the City's economic development activities. City staff should coordinate with the Chamber to establish a realistic work program that can be attached to the funding agreement. This agreement should include clear indicators of success by outcome, not just output. (See Appendix A for a scope of work from the City of Alhambra agreement with the Alhambra Chamber of Commerce that highlights the fractional portion of support the City provides to Chamber activities that support the local economy and all local businesses.)
3. The City should establish regular operational meetings with key Chamber staff to work on items within the agreement. This should be the Chamber CEO or other staff member who is working on the day-to-day operations and implementation of the City agreement.
4. The City should expect that the Chamber adopt and enact an updated operational model that limits their overhead by considering automating, digitizing, and/or outsourcing some or all of the day to day functions of the organization, including member relations, billing, programing, business assistance, event planning, business promotion, and policy advocacy. To do this, the Chamber must determine a path forward where they can either hire a CEO that leads this

and all contract obligations or look to outsource the management of the Chamber to a firm or individual that has the ability to lead the organization and execute on the agreement with the City. This work can not realistically be done by a volunteer-only board, and a City investment in such an organization would not be prudent

5. The City should not expect or require the Chamber to maintain a physical office. If temporary or as-needed workspace is needed, the City should provide it as a benefit to their partner. The Chamber must focus on its core functions of serving its business members, helping businesses grow, and supporting the economic vitality of Duarte. The Chamber should not be burdened with ancillary expenses, including an office, at this time. Remote services and in-community programming, virtual presence for meetings and trainings, and office hours in member businesses or city facilities will serve the goals of the City and the organization without the burden of an office. For example, the Chamber could be working from a Community Room at City Hall on Mondays and Wednesdays from 10am-1pm for drop in visitors, as promoted on their website and in communications. Otherwise, the Chamber should be expected to meet virtually or at another space secured at no or low cost for such purposes.
6. In the near term, the City should expect the Chamber to have approximately 100-150 paying members, and that the services the Chamber provides should be for all businesses in the City – not just members – because of the City's financial support.
7. The City Manager should be empowered to bring back to Council an agreement that recognizes and includes the items above and throughout this report, establishing clear metrics that can be reviewed and adjusted annually.

Although this report does not serve as a work plan, we have presented clear recommendations on what steps need to be taken and how the next agreement with the Chamber needs to be structured in order for the Chamber/City partnership to realize a more sustainable and efficient Chamber in support of a stronger local economy.

To honor the more than 100 years of service and support the Chamber has provided the City, this collaboration between the two organizations should be modern, nimble, collaborative, and with the best intentions for success from all parties involved. The future strength of the local economy, the success of small businesses, and the vitality of the community as a whole depends on this approach to reimagine the future of the business community and the city working together.