



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

TUESDAY, APRIL 23, 2024
7:00 PM

6:00 PM - CLOSED SESSION
CITY COUNCIL CHAMBERS,
1600 HUNTINGTON DRIVE,
DUARTE, CALIFORNIA 91010

MISSION STATEMENT

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

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/Agency/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 on DCTV. 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 listen/view the City Council meeting broadcast on the City's website following each meeting. To access the meeting, log onto www.accessduarte.com then on the homepage, click on the Agendas/View Meetings icon under the LATEST NEWS/QUICK LINKS banner, then on the Agendas & Minutes page, click on the City Council Meeting link. City Council meetings are also broadcast following each meeting through Spectrum Cable, Channel 3, daily at 12:00 p.m. and 7:00 p.m.

Public comments can be submitted by emailing duarteinfo@accessduarte.com, prior to 6:00 p.m. on the day of the meeting and 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 are a matter of public record, including content that include emails and addresses, so consider content and remove private information as you deem appropriate.

6:30 PM CLOSED SESSION - COUNCIL CHAMBERS

1. CALL TO ORDER AND ROLL CALL
 - A. [City Manager Written Comments](#)
2. ADOPTION OF THE AGENDA
3. PUBLIC COMMENT ON CLOSED SESSION ITEMS - Any person wishing to speak on the Closed Session item may do so at this time. The opportunity to speak is on a first come, first served basis. Each person may speak for 3 minutes.
4. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL AND LABOR NEGOTIATOR
- The Closed Session is authorized by the Government Code Sec. 54957.6. AGENCY NEGOTIATOR: Kristen Petersen, Assistant City Manager and Director of Administrative Services; Katy Suttorp, Burke Williams & Sorensen, LLP, Outside Legal Counsel. EMPLOYEE ORGANIZATION: SEIU Local 721 Management and Professional Employees and General Employee Units

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

5. CALL TO ORDER AND ROLL CALL
6. PLEDGE TO THE FLAG
7. CITY ATTORNEY CLOSED SESSION REPORT
8. SPECIAL ITEMS
 - A. [Mayor's Youth Council Update](#)
 - B. [Duarte Unified School District Update](#)

C. Public Safety Update

9. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

10. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

11. 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 - April 9, 2024 (CC/HA/FA)

Approve the minutes of April 9, 2024.

D. Approval of Warrants - April 23, 2024 (CC/HA/FA)

Approve the warrants of April 23, 2024.

E. Receive and File the Monthly Financial Update for February

Receive and file the monthly financial update.

F. Receive and File the Public Safety Department Update

Receive and file the Public Safety Department update.

G. 2023 Housing Element Annual Progress Report

Approve the report for filing with California Department of Housing and Community Development.

H. Notice of Completion: Fiscal Year 2023-24 CDBG ADA Curb Ramps Project CDBG Project No. 602643-23 for TVR Construction Engineering LLC

Accept the project as complete in the amount of \$126,676.00.

I. Award of Contract for the Fiscal Year 2023-24 Street Rehabilitation Project No. 24-3

1) Approve the award of contract for the FY 2023-24 Street Rehabilitation Project to All American Asphalt in the amount of \$1,199,199.00; and 2) Approve a budget amendment to use additional Measure R funds in the amount of \$149,199.00.

J. Resolution to approve Fiscal Year 2024-25 SB1 Funding: The Road Repair and Accountability Act of 2017 Project List

Adopt Resolution No. 24-03, setting forth the list of projects for Fiscal Year 2024-25 funded by SB1: The Road Repair and Accountability Act of 2017.

12. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

13. PUBLIC HEARINGS - None

14. BUSINESS ITEMS

A. [Freeway Walls and Utility Boxes Arts Ad Hoc Committee Recommendation for Utility Box Art Program Guidelines and 2024 Call for Artists](#)

1) Approve the Utility Box Art Program Guidelines and; 2) Approve the 2024 Call for Artists.

B. [Award of Contract - Royal Oaks Park Gazebo Replacement - Project 24-9](#)

Award the construction contract for the Royal Oaks Park Gazebo Replacement Project to FS Contractors, Inc., as the lowest responsive and responsible bidder in the amount of \$64,900, in addition to a ten percent contingency, for a total project budget not to exceed \$71,390.

15. CONTINUATION OF ORAL COMMUNICATIONS

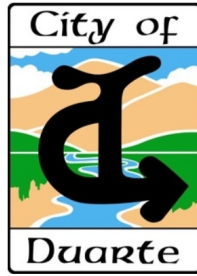
16. ITEMS FROM CITY COUNCIL/HOUSING AUTHORITY/FINANCING AUTHORITY MEMBERS AND CITY MANAGER/EXECUTIVE DIRECTOR/REPORTS OF MEETINGS ATTENDED PER GOVERNMENT CODE SECTION 53232.3

17. 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 17th day of April, 2024 Annette Juarez, MMC City Clerk



ITEM: 1.A

City Manager Written Comments

Recommended Action:

Attachments:

[1.A - CM Comments April 23 2024.pdf](#)



MEMORANDUM

TO: City Council
FROM: Brian Villalobos, City Manager
DATE: April 16, 2024
SUBJECT: Comments on Agenda Items, Meeting of April 23, 2024

ITEM 8.A. (Special Items). Mayor's Youth Council update - The Mayor's Youth Council will provide an update for the council.

ITEM 8.B. (Special Items). Duarte Unified School District Update - Dr. Gordon Amerson will provide an update for the council.

ITEM 8.C. (Special Items). Public Safety Department update - Public Safety Director Breceda will provide an update for the council.

ITEM 11.E. (Consent Calendar). The Finance Department has submitted the monthly report for February 2024 for review.

ITEM 11.F. (Consent Calendar). The Public Safety Department has submitted the monthly report for April 2024 for review.

ITEM 11.G. (Consent Calendar). 2023 Housing Element Annual Progress Report - Government Code Section 65400 requires that the City provide the State Department of Housing and Community Development (HCD) an annual report of its progress on implementation of the Housing Element. The City Council adopted the 2021-2029 (6th Cycle) Housing Element on January 11, 2022, which was one of the first to be approved by the State in the LA Metro area. The report measures the Element's progress in the production of residential units. The report, also, outlines City progress towards its regional housing needs by income category on an annual basis over the Regional Housing Need Assessment (RHNA) planning period and progress towards implementation of Housing Element programs. The City's 6th cycle RHNA number is 888 units. HCD requires that the City Council approve the submission of the annual report.

ITEM 11.H. (Consent Calendar). Notice of Completion: Fiscal Year 2023-24 CDBG ADA Curb Ramps Project CDBG Project No. 602643-23 for TVR Construction Engineering LLC - On February 13, 2024, City Council awarded the contract for Fiscal Year 2023-24 CDBG ADA Curb Ramps Project to TVR Construction Engineering LLC. The project consisted of the removal and replacement of ramps, sidewalk, curb and gutter to become ADA compliant ramps. A total of approximately 30 ramps were improved as part of this project. The Fiscal Year 2023-24 CDBG ADA Curb Ramps Project was included in the 2023-24 Capital Improvement Program Budget and was funded by TDA funds and CDBG allocations. City Council approved the contract for \$118,550.00. The final project cost was \$126,676.00 which is within the approved estimated ten percent (10%) contingency.

ITEM 11.I. (Consent Calendar). Award of Contract for the Fiscal Year 2023-24 Street Rehabilitation Project No. 24-3 - The Public Works Division updates the Pavement Management Program every three years. In 2021, the citywide pavement study was conducted by Bucknam Infrastructure Group to provide the City with a pavement management study. The pavement management study reviewed each street in the City and provides a pavement condition index (PCI) for each stretch of roadway to assist City staff in determining an optimized priority maintenance and rehabilitation strategy based on a cost/benefit analysis. When compiling a list for the Fiscal Year 2023-24 Street Rehabilitation Project, staff determined the best applications and locations for this year's Street Rehabilitation Project. The specifications for this project were made available and the project was published in accordance with the Duarte Municipal Code (DMC)

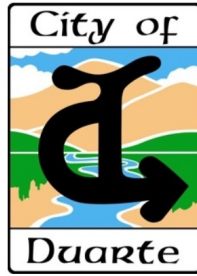
Section 2.36.060. On March 27, 2024, nine (9) bids were submitted electronically. The lowest responsible and responsive bidder is All American Asphalt. They have successfully completed multiple similar projects in various cities including Monterey Park, Burbank, Loma Linda, and Norwalk. Their federal and state license status has been verified. As with all contracts, a contingency amount is considered for this project in anticipation of any potential contract changes due to unforeseen circumstances. A five percent contingency has been added to this contract and shall only be used if deemed necessary by staff. The FY 22-23 Street Rehabilitation Project was included in the 2023/2024 Capital Improvement Program to be funded by SB1, Measure R, and Measure M allocations. The project cost is \$1,259,158.95 which is the contract amount with five percent contingency.

ITEM 11.J. (Consent Calendar). Resolution No. 24-03 - Approve Fiscal Year 2024-25 SB1 Funding: The Road Repair and Accountability Act of 2017 Project List - Senate Bill 1 (SB 1) was signed on April 28, 2017 by the Governor of California for the Road Repair and Accountability Act of 2017. This bill was passed to ensure that basic road maintenance, rehabilitation, and critical safety needs are met on both the local and state highway systems (estimated \$583,403.00 in SB 1 funding during Fiscal Year 2024-25). The passage of SB 1 created a new permanent funding source for road maintenance and rehabilitation projects for cities and counties. Each year, cities and counties must adopt via resolution, a project list comprised of proposed SB 1 funded projects. For the upcoming fiscal year, the project list must be submitted to the California Transportation Commission (CTC) to be eligible for SB 1 funding. In January 2021, the pavement management study was updated for the City of Duarte. The pavement management study reviewed each street in the City and provided a pavement condition index (PCI) for each stretch of roadway. When compiling a list for the Fiscal Year 2024-25 Street Rehabilitation Project, Staff focused on streets that had a PCI within the range of 57-75 (Poor to Fair Condition). Resolution No. 24-03 is identifying the use of SB 1 funds for Fiscal Year 2024-25. The project identified is the 2024-25 Street Rehabilitation Project. This project will be completed in the coming fiscal year and will be funded with a combination of the SB 1 funds and Measure M and R funds. In the coming year, the 2024-25 Street Rehabilitation Project will be put out for bid and the award of contract will be brought back for City Council action.

ITEM 14.A. (Business Items). Freeway Walls and Utility Boxes Arts Ad Hoc Committee Recommendation for Utility Box Art Program Guidelines and 2024 Call for Artists - At its regular meeting on July 11, 2023, the City Council adopted Resolution No. 23-19 establishing an Ad Hoc Committee to review and make recommendations relating to public art on freeway walls and utility boxes. Pursuant to Resolution 23-19, the Ad Hoc Committee was established with members nominated by the City Council and appointed by a majority vote of the City Council and consists of no more than three (3) Councilmembers. The City Council discussed and made appointments to the Freeway Walls and Utility Boxes Arts Ad Hoc Committee at its regular meeting on September 12, 2023. The Arts Ad Hoc Committee reviews, researches, and recommends public art relating to: (1) art on freeway walls between Mountain Avenue and Buena Vista Street; and (2) art on utility boxes for full City Council approval. The Committee has been meeting once a month since November of 2023 with the main focus so far being to establish a Utility Box Art Program. To get a better understanding of how to establish a Utility Box Art Program, City staff conducted research and surveyed various cities that have implemented their own similar programs. The surveyed cities included: Arcadia, Azusa, Chino Hills, Costa Mesa, Dana Point, Fountain Valley, Monrovia, Napa, Rancho Cucamonga, and Torrance. It was discovered that cities throughout the region either use paint or vinyl wrap as their medium of choice. The inaugural Arts Ad Hoc Committee chose to use vinyl wraps to cover each utility box with an artist submitted design and or artwork. Vinyl wraps were selected over painted boxes due to several factors, including: longevity, inherent graffiti protection, and ease of maintenance. At this time, only the 17 utility boxes owned by the City of Duarte are eligible for participation in the Program. City staff plans on exploring partnership opportunities for program expansion to other publicly and privately-owned utility box locations (e.g. CalTrans, electrical, television and phone utilities) in the future. Based on available funding and available utility boxes, the City will fund three or more projects each year. For its first year, the Arts Ad Hoc Committee has selected four (4) utility boxes to

start the Program. It was decided that the four boxes chosen would be in the following locations: Utility Box #1 - Southeast corner of Huntington Drive and Mountain Avenue, Utility Box #2 - Southwest corner of Duarte Road and Circle Road, Utility Box #3 - Northeast corner Fasana Road and Highland Avenue, Utility Box #4 - Southeast corner of Huntington Drive and Crestfield Drive. Each utility box has been assigned a theme, picked by the Committee, based upon their relationship, association, and context with the specific location: Utility Box #1 - "Route 66", Utility Box #2 - "Medical Health", Utility Box #3 - "Transportation", Utility Box #4 - "Childhood". The Arts Ad Hoc Committee has reviewed and recommended the Utility Box Art Program Guidelines and 2024 Call for Artists. The Utility Box Art Program Guidelines establish the foundational framework for the initiative, delineating its mission, objectives, and operational procedures. Complementing the guidelines, the 2024 Call for Artists document serves as a practical tool for implementing the program in the current year. If approved by the City Council, Staff would distribute the Call for Artists and screen applications. Applications would then be reviewed and evaluated by the Arts Ad Hoc Committee. The Committee would then forward recommendations to the City Council for final approval in November, 2024. Once the artist's conceptual plans are approved, they would work with the vendor to produce final drawings that could be made into vinyl wraps. If approved by the City Council, a program budget of \$15,984 will be proposed for the 24-25' City budget. Additionally, the final design for the initial implementation of the Utility Box Art Program is estimated to be completed in November 2024, which marks one year of the Ad Hoc Committee's establishment. As a result, City staff is recommending the City Council discuss how future utility box art will be selected. City staff has provided options for the City Council's consideration: **Option 1:** Form a new Arts Ad Hoc Committee each year, which will require completion of the appointment process annually; **Option 2:** Convert the current Ad Hoc Committee into a standing Commission; and **Option 3:** Have an existing Commission take on the current responsibilities of the Arts Ad Hoc Committee.

ITEM 14.B. (Business Items). Award of Contract - Royal Oaks Park Gazebo Replacement - Project 24-9 - In the current 2023/24 Fiscal Year, City Council's approved budget included \$80,000 for the replacement of the Royal Oaks Park Gazebo. The Royal Oaks Park Gazebo Replacement project consist of providing the necessary labor, equipment, and machinery to remove, haul away, and properly dispose of the existing metal shade structure and concrete pad, forming and pouring of a 4" thick, 18'x18' concrete pad/foundation with a broom finish, excavating and installing four (4) concrete footings including rebar cages and anchor bolts, and the assembly and installation of one (1) Americana 15'X15' Navajo Style Shelter with four posts and 10' entry height, including rain gutters and downspouts. On March 7, 2024, the City published an invitation to bid on the Royal Oaks Park Gazebo Replacement, Project 24-9, in accordance with Duarte Municipal Code (DMC) Section 2.36.060. On March 27, 2024, the City received four (4) bids for the subject project. The bids were reviewed for responsiveness to the bid specification requirements. FS Contractors, Inc., was the lowest responsive and responsible bidder in the amount of \$64,900. This project was budgeted in the Fiscal Year 2023/24 from Park Improvements Capital line (400-4005-8041) and will be funded by California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 Per Capita Program, at a total project budget not to exceed \$71,390 (10% contingency).



ITEM: 11.C

Approval of Minutes - April 9, 2024 (CC/HA/FA)

Recommended Action:

Approve the minutes of April 9, 2024.

Attachments:

[11.C - Minutes - April 9, 2024.pdf](#)

CITY OF DUARTE

**MINUTES OF THE REGULAR JOINT MEETING OF THE CITY COUNCIL,
THE DUARTE HOUSING AUTHORITY, AND THE DUARTE COMMUNITY
FACILITIES FINANCING AUTHORITY**

TUESDAY, APRIL 9, 2024

6:00 PM – Closed Session

7:00 PM – Regular Session

1. CALL TO ORDER

Mayor Truong called the meeting to order at 6:02 p.m.

ROLL CALL:

Councilmembers Present: Kang, Schulz, Garcia, Truong

Councilmembers Absent: Finlay, Lewis, Martin Del Campo

Staff Present: Brian Villalobos, City Manager
Kristen Petersen, Assistant City Manager / Director of
Administrative Services
Annette Juarez, City Clerk

2. ADOPTION OF THE AGENDA

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

AYES: KANG, SCHULZ, GARCIA, TRUONG

NOES: NONE

ABSTAIN: NONE

ABSENT: FINLAY, LEWIS, MARTIN DEL CAMPO

3. PUBLIC COMMENT – CLOSED SESSION ITEMS

None.

4. CLOSED SESSION

The City Council recessed into closed session at 6:04 p.m. to discuss the following:

CONFERENCE WITH LEGAL COUNSEL AND LABOR NEGOTIATOR - The Closed Session is authorized by the Government Code Sec. 54957.6.

AGENCY NEGOTIATOR: Kristen Petersen, Assistant City Manager and Director of Administrative Services; Katy Suttorp, Burke Williams & Sorensen, LLP, Outside Legal Counsel.

EMPLOYEE ORGANIZATION: SEIU Local 721 Management and Professional Employees and General Employee Units.

REGULAR SESSION

5. CALL TO ORDER

Mayor Truong called the open session to order at 7:13 p.m.

ROLL CALL:

Councilmembers Present: Kang, Schulz, Garcia, Truong

Councilmembers Absent: Finlay, Lewis, Martin Del Campo

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 Division Manager
Annette Juarez, City Clerk
Andres Rangel, Assistant to the City Manager
Albert Nunez, Management Aide
Frances Jimenez, Deputy City Clerk

6. PLEDGE TO THE FLAG

The flag salute was led by Jason Golding.

7. CITY ATTORNEY CLOSED SESSION REPORT

City Attorney Phan announced that no reportable action was taken.

8. SPECIAL ITEMS

A. Community Development Update

Director of Community Development Hensley reported on the 7% increase of building permits and 66% increase of fees. He shared details about the recent projects on Central Ave., the installation of light poles on Evergreen St., the upcoming widening of the sidewalk project on Highland Ave., the curb ramp project funded by Caltrans on Buena Vista St. and Mountain Ave. and future improvements that will be made to the new Ford dealership.

In response to questions posed by Council, Director Hensley clarified the various categories of permits that made up the recent increase; and further explained the signal box upgrades that will be made and addressed the new ownership of the Ford dealership.

B. Parks and Recreation Update

Director of Parks and Recreation Enriquez highlighted recent past events: Cesar Chavez Day of Service, Annual Egg Fest, and the first ever Jump for Autism event; shared the rescheduled day of service on April 20; thanked part-time professionals, the CERT volunteers, the Public Safety department for their support and the Women’s Club for their generous donation during the latest events. Enriquez also announced the upcoming Water Safety event on May 11 and the hosting of Evander Holyfield in partnership with Congresswoman Grace Napolitano at the Duarte Teen Center Boxing program on April 27.

The Council expressed excitement over the boxing program and its upcoming event; and thanked Director Enriquez and his team for their recent work.

9. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

Joanna Gee, Duarte Library, announced upcoming library events. As a follow up to questions posed by the City Council during the previous meeting, Joanna provided demographic information of the majority of hotspot users and clarified information regarding the Wi-Fi accessibility provided by the library.

City Clerk Juarez announced upcoming city events.

10. ORAL COMMUNICATIONS – ITEMS NOT ON THE AGENDA

None

11. 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 of absence(s) of City Councilmember(s) from the City Council meeting.
- C. Approval of Minutes – March 26, 2024. (CC/HA/FA)

- D. Approval of Warrants – April 9, 2024. (CC/HA/FA)
- E. Receive and file the Community Development Update.
- F. Receive and file the Parks and Recreation Department Update.
- G. Removed from Consent Calendar for Discussion
- H. Removed from Consent Calendar for Discussion
- I. Removed from Consent Calendar for Discussion

Moved by Mayor Pro Tem Garcia, seconded by Councilmember Schulz, and carried by the following vote of the Council to approve Items 7A-7F of the Consent Calendar.

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

12. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

G. Production Agreement with Pyro Spectaculars, Inc. for 2024 Independence Day Celebration Fireworks Show

Director Enriquez provided a summary of this year's event; explained the logistics of the stage positioning; and clarified the show availability based on the dropzone and fallout area.

Moved by Councilmember Kang, seconded by Mayor Pro Tem Garcia, and carried by the following vote of the Council to authorize the City Manager to execute this production agreement with Pyro Spectaculars, Inc. in the amount of \$27,500 to produce the fireworks display at the City’s Independence Day Celebration on July 3, 2024.

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

H. Landscape Design Contract with Site Design Studio

Director Hensley gave a summary of the project details and confirmed that the Council will be approached with a concept plan for their input on the future design and development.

Moved by Councilmember Kang, seconded by Mayor Pro Tem Garcia, and carried by the following vote of the Council to authorize the City Manager to sign a Professional Services Agreement with Site Design Studio for Landscape Design Services and construction administration of the Highland Promenade in the amount of \$61,300.

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

I. Lease Extension for Public Safety Office at 1042 Huntington Drive

City Manager Villalobos commended Director Hensley for his work negotiating the lease agreement; explained the lease extension is for ten years with the option to opt out after five years with a one-year notice, a one-time 12% increase during the sixth year and credits to make improvements to the site.

Director Hensley emphasized the rate is significantly better than arrangements in the past and explained the current financial amounts paid a year.

Discussion ensued about looking for other possible locations for the Public Safety Office.

The Council directed staff to conduct a feasibility study on an alternative location for the Public Safety Office.

City Manager Villalobos suggested discussing possible locations during the upcoming CIP workshop.

Director Hensley emphasized the competitive rate the lease extension provides and the advantageous parking situation at the current location.

Moved by Councilmember Kang, seconded by Councilmember Schulz, and carried by the following vote of the Council to authorize the City Manager to sign a 10 year extension to the current lease for Public Safety in the Mountain Vista Plaza Shopping Center.

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

13. PUBLIC HEARINGS

None.

14. BUSINESS ITEMS

A. Discussion Regarding the Public Utilities, Communications, and Technology Commission's Recommendation Concerning the "Report an Issue" Website Feature

Management Aide Nunez provided an update on the "Report an Issue" website feature which was requested by Council; he discussed his research on the potentiality of creating an app; and reported the statistics of resident usage of the reporting form as well as the recently added features.

He also shared the years worth of data that supported the effective use of the website feature which, per the Public Utilities, Communications, and Technology Commission's recommendation should be continued to be used in lieu of a mobile app. Nunez shared his research on what would be required in terms of resources for a mobile app and provided a comparison between said app and the current format of the mobile version of the website.

Discussion was had regarding feasibility of viewing images and videos from the website on a mobile device.

The Council suggested being more proactive in terms of responding to residents comments and questions via social media.

The Council commended Nunez for his thorough research and hard work in the implementation of their suggestions.

Moved by Councilmember Schulz, seconded by Councilmember Kang, and carried by the following vote of the Council to concur with the Public Utilities, Communications, and Technology Commission's recommendation for City staff to continue using the "Report an Issue" website feature and not move forward with a request to City Council to fund a city mobile application ("app").

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

Nunez thanked the departments for their support and cooperation in this project.

B. Adoption of Resolution No. 24-02 regarding the proposed thresholds of significance for purposes of analyzing transportation impacts

Planning Manager Golding shared that the purpose of this resolution is to discuss what projects under a vehicles miles traveled threshold are allowed to be identified as either lower or major in impact using a toolkit to screen projects and in the long run saves time and money for project applicants. Golding introduced Consultant Fatemeh Ranaiefar from Fehr & Peers who is assisting with the SB 743 implementation.

Ranaiefar explained that areas that allow for various transportation methods means there is low to no VMT and areas where there is no transit access and individuals traveled by car means there is a high VMT. Areas with a low VMT can then be screened out, these metrics are being updated to follow a tour based model and includes the most recent population changes, trends and more.

In response to questions posed by Council, Ranaiefar addressed factors and metrics behind the high VMT areas in Duarte and explained the importance of updates to the Regional Travel Demand Model.

Moved by Councilmember Schulz, seconded by Mayor Pro Tem Garcia and carried by the following vote of the Council to adopt Resolution 24-02, finding that the action is exempt from CEQA and establishing the proposed thresholds of significance for purposes of analyzing transportation impacts.

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

C. City of Duarte City Council Reimbursement Policy

City Attorney Phan shared that the policy update clarifies which expenditures can be reimbursed and defines a process for which requests can be made or reimbursements can occur. Specifications were made regarding the types of events that can be reimbursed, the addition of a 21 day in advance request, and the requirement to submit an expense reimbursement form within 30 days of the expense.

In response to comments made by Council, City Manager Villalobos assured that his office is available to assist in filling out reimbursement forms and process requests.

Conversation ensued regarding the specific situations that would allow for reimbursement of an event attendance.

City Manager Villalobos explained that the previous policy was narrowly defined and the update allowed for it to be broadened under the confines of a general law city.

There was discussion regarding the benefits to updating the policy for Council to represent its residents and support other organizations that serve the community.

City Attorney Phan noted that a request can always be brought to Council for review if it does not fall under the updated policy. She further clarified that individual tickets would come out of the individual Councilmembers' funds, but if a table is sponsored on behalf of the City that would come from the City funds.

Moved by Councilmember Schulz, seconded by Mayor Pro Tem Garcia and carried by the following vote of the Council to adopt the amended City Council reimbursement policy.

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

15. CONTINUATION OF ORAL COMMUNICATIONS

None.

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

Councilmember Schulz shared that she attended the SGVCOG Homelessness committee meeting.

Councilmember Kang reported he has recently received resident complaints of food waste going into the green waste that has caused various issues; asked if staff can look into Burrtec providing biodegradable bags; and reported he attended the Mayor's Youth Council meeting.

Mayor Pro Tem Garcia thanked Director Hensley and Director Enriquez for their help working with a business in a recent situation; commended Director Enriquez for the Jump for Autism event; and shared that he attended the City of Azusa Mayor's Prayer Breakfast.

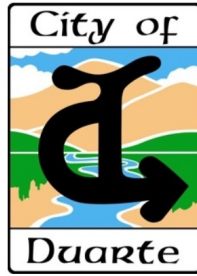
Mayor Truong reported he attended the San Gabriel Valley Economic Forecast Summit at City of Hope and congratulated the Senior Center and Parks and Recreation Department for a great first game of the season of the Duarte 66ers Senior Softball team.

17. ADJOURNMENT

At 8:52 p.m., the City Council adjourned the meeting.

Vinh Truong, Mayor

Annette Juarez, City Clerk



ITEM: 11.D

Approval of Warrants - April 23, 2024 (CC/HA/FA)

Recommended Action:

Approve the warrants of April 23, 2024.

Attachments:

[11.D - CC Warrant by Vendor 4-23-2024.pdf](#)

[11.D - CC Warrant Register by Account 4-23-2024.pdf](#)



City of Duarte

Council Warrant Register By Vendor By Fund

Payment Dates 3/28/2024 - 4/24/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 1570 - A1 MAINTENANCE SERVICES CA					
100-1410-7810	A1 MAINTENANCE SERVICES ...	Las Brisas Sweeping 3/2024	206518		61.00
100-1410-7810	A1 MAINTENANCE SERVICES ...	Street Sweeping-Las Posadas	206519		61.00
Vendor 1570 - A1 MAINTENANCE SERVICES CA Total:					122.00
Vendor: 6582 - AALIYAH ONTIVEROS					
100-1605-7735	AALIYAH ONTIVEROS	Youthworks Internshi...	4/2024		100.00
Vendor 6582 - AALIYAH ONTIVEROS Total:					100.00
Vendor: 5706 - ABRAHAM MARTINEZ					
100-1605-7736	ABRAHAM MARTINEZ	Instructor Fee-Piano Fun 1/13/24 - 3/2/24	2024-004		252.00
100-1605-7756	ABRAHAM MARTINEZ	Instructor Fee-SC Piano 1/12/24 - 3/15/24	2024-003		577.50
Vendor 5706 - ABRAHAM MARTINEZ Total:					829.50
Vendor: 1388 - AIDA TORRES					
100-1205-7779	AIDA TORRES	Event Water/Local Harvest/DART Meeting Expenses	3/2024		205.84
Vendor 1388 - AIDA TORRES Total:					205.84
Vendor: 6583 - ALANA URIARTE					
100-1605-7735	ALANA URIARTE	Youthworks Internshi...	4/2024		100.00
Vendor 6583 - ALANA URIARTE Total:					100.00
Vendor: 6588 - ALBERTO R PEREZ					
100-1610-7652	ALBERTO R PEREZ	Main Circulation Pump Impeller Replacement	2245		2,767.40
Vendor 6588 - ALBERTO R PEREZ Total:					2,767.40
Vendor: 5561 - ALBERTOS PLUMBING					
100-1610-7652	ALBERTOS PLUMBING	Encanto Park Restroom Repairs	681970		550.00
100-1610-7652	ALBERTOS PLUMBING	Public Safety Office Plumbing Repairs	681973		794.00
Vendor 5561 - ALBERTOS PLUMBING Total:					1,344.00
Vendor: T4458 - ALEGRIA AMOR VILLACRUCIS					
100-2120	ALEGRIA AMOR VILLACRUCIS	ROP Bldg Rent Deposit Refund 4/6/2024	R102969		150.00
Vendor T4458 - ALEGRIA AMOR VILLACRUCIS Total:					150.00
Vendor: 6117 - ALL CITY MANAGEMENT SERVICE INC					
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Svcs 2/28/2024 - 3/2/2024	91846		6,231.78
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Svcs 3/3/2024 - 3/16/2024	92106		6,920.64
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Svcs 3/17/2024 - 3/30/2024	92539		6,920.64
Vendor 6117 - ALL CITY MANAGEMENT SERVICE INC Total:					20,073.06
Vendor: 4645 - ANCOM GROUP INC					
100-1605-7736	ANCOM GROUP INC	Instructor Fee-Critical Reading Winter S2	WT24-2		75.60
Vendor 4645 - ANCOM GROUP INC Total:					75.60
Vendor: 6131 - ANGELA CHIAROMONTE					
100-1211	ANGELA CHIAROMONTE	Computer Loan	W1390876158		2,045.94
Vendor 6131 - ANGELA CHIAROMONTE Total:					2,045.94

Council Warrant Register By Vendor

Payment Dates: 3/28/2024 - 4/24/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6435 - ANNETTE JUAREZ					
100-1010-7610	ANNETTE JUAREZ	CCAC Conference Expense Reimbursement	4/2/24-4/5/24		219.98
Vendor 6435 - ANNETTE JUAREZ Total:					219.98
Vendor: 4087 - APPLE FINANCIAL SERVICES					
100-1815-7630	APPLE FINANCIAL SERVICES	FY24 Apple Lease Year 1 of 2	500-50597552		23,486.80
Vendor 4087 - APPLE FINANCIAL SERVICES Total:					23,486.80
Vendor: 5505 - AQUATIC DESIGN GROUP INC					
100-1605-7965	AQUATIC DESIGN GROUP INC	Design Svcs-FC Pool Deck Renovation 2/2024	32655	202421-Prof Svcs-FC Pool Deck..	22,482.00
100-1605-7965	AQUATIC DESIGN GROUP INC	Design Svcs-FC Pool Deck Renovation 3/2024	32710	202421-Prof Svcs-FC Pool Deck..	13,489.20
Vendor 5505 - AQUATIC DESIGN GROUP INC Total:					35,971.20
Vendor: 3579 - ARMSTRONG & WALKER LANDSCAPE ARCHITECT					
100-1405-7965	ARMSTRONG & WALKER LAN...	Huntington Dr Median Landscape Design	3062024	202416-Prof Svcs-Huntington ...	9,085.00
Vendor 3579 - ARMSTRONG & WALKER LANDSCAPE ARCHITECT Total:					9,085.00
Vendor: 6450 - ATHZIRI VILLA					
100-1205-7779	ATHZIRI VILLA	DUSD Tutoring Program	2/2024	202418-FY23-26-Exp-Tutors,S...	300.00
Vendor 6450 - ATHZIRI VILLA Total:					300.00
Vendor: 6469 - BRIAN QUANDT					
100-1405-7690	BRIAN QUANDT	Planning Commission Meeting	3/18/2024		50.00
Vendor 6469 - BRIAN QUANDT Total:					50.00
Vendor: 1003 - BRIAN VILLALOBOS					
100-1010-7610	BRIAN VILLALOBOS	Cannabis Fact Finding Tour Expense Reimbursement	4/11/2024		56.28
Vendor 1003 - BRIAN VILLALOBOS Total:					56.28
Vendor: 5978 - BRIGHTVIEW PAINTING COMPANY					
100-1020-7713	BRIGHTVIEW PAINTING COM...	Museum (Rt 66 Room) Painting	24-1-0007		2,694.80
Vendor 5978 - BRIGHTVIEW PAINTING COMPANY Total:					2,694.80
Vendor: 4838 - BURKE, WILLIAMS & SORENSEN LLP					
100-1015-7682	BURKE, WILLIAMS & SORENS...	Labor Legal 2/2024	318030		2,662.50
Vendor 4838 - BURKE, WILLIAMS & SORENSEN LLP Total:					2,662.50
Vendor: 3580 - CABRERA'S DUARTE					
100-1010-7980	CABRERA'S DUARTE	Budget Workshop Catering	4/30/2024		545.97
Vendor 3580 - CABRERA'S DUARTE Total:					545.97
Vendor: 5559 - CALE AMERICA INC					
100-1205-7762	CALE AMERICA INC	Kiosk Repair	172228		135.00
100-1205-7762	CALE AMERICA INC	Additional WTP Fees Missed 11/2023	178558		204.75
100-1205-7762	CALE AMERICA INC	WTP Fees 3/2024	179793		251.26
Vendor 5559 - CALE AMERICA INC Total:					591.01
Vendor: 4495 - CALIFORNIA BUILDING STANDARDS COMMISSION					
100-2012	CALIFORNIA BUILDING STAND...	Green Bldg Fee Q1 2024	1/2024 - 3/2024		113.00
100-5004	CALIFORNIA BUILDING STAND...	Local Gov't Retainer Q1 2024	1/2024 - 3/2024		-11.30
Vendor 4495 - CALIFORNIA BUILDING STANDARDS COMMISSION Total:					101.70
Vendor: 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE					
100-1205-7779	CALIFORNIA STATE DEPARTM...	Fingerprint Apps 3/2024	724890	202418-FY23-26-Exp-Tutors,S...	32.00
100-1810-7660	CALIFORNIA STATE DEPARTM...	Fingerprint Apps 3/2024	724890		224.00
Vendor 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE Total:					256.00
Vendor: 5719 - CANON FINANCIAL SERVICES INC					
100-1825-7630	CANON FINANCIAL SERVICES I...	(2)/CH/PS/SC/TC Copier Lease 4/01/2024 - 4/30/2024	32291082		1,730.38
100-1825-7631	CANON FINANCIAL SERVICES I...	(2)/CH/PS/SC/TC Copier Maint 2/01/2024 - 2/29/2024	32291082		548.19
Vendor 5719 - CANON FINANCIAL SERVICES INC Total:					2,278.57

Council Warrant Register By Vendor

Payment Dates: 3/28/2024 - 4/24/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5720 - CANON SOLUTIONS AMERICA INC					
100-1825-7631	CANON SOLUTIONS AMERICA ...	Finance Mgr Printer Maint 2/23/2024 - 3/22/2024	6007476273		36.48
100-1825-7631	CANON SOLUTIONS AMERICA ...	CMD-Permit Tech Printer Maint 2/27/24 - 3/26/24	6007512763		23.81
Vendor 5720 - CANON SOLUTIONS AMERICA INC Total:					60.29
Vendor: 6229 - CAPITAL ONE					
100-1605-7735	CAPITAL ONE	TC 3 on # Basketball Tournament	08585		122.69
100-1605-7733	CAPITAL ONE	SC Special Event Supplies	09868		265.39
100-1605-7735	CAPITAL ONE	TC Cooking Class Supplies	09649		30.03
100-1605-7733	CAPITAL ONE	Senior Ctr Egg Hunt Supplies	04932		24.01
100-1605-7735	CAPITAL ONE	TC Fashion Show Supplies	41616		180.78
100-1605-7730	CAPITAL ONE	2024 Underwater Egg Hunt Event	02527		227.80
Vendor 6229 - CAPITAL ONE Total:					850.70
Vendor: 0028 - CATHERINE BRATTA					
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	4/2024		435.00
Vendor 0028 - CATHERINE BRATTA Total:					435.00
Vendor: 6340 - CESAR A GARCIA					
100-1005-7640	CESAR A GARCIA	Council Vehicle Allowance	4/2024		75.00
100-1005-7640	CESAR A GARCIA	WELL Seminar/Conference Expense Reimbursement	2/9/24 - 3/16/24		1,145.13
100-1005-7640	CESAR A GARCIA	Tour of Cannabis Dispenseries Lunch Reimbursement	4/11/2024		73.92
Vendor 6340 - CESAR A GARCIA Total:					1,294.05
Vendor: 6592 - CGAA INC					
100-1205-7781	CGAA INC	Sheriffs Fuel 3/2024	1017		116.63
Vendor 6592 - CGAA INC Total:					116.63
Vendor: 5792 - CHALLENGER TEAMWEAR					
100-1605-7741	CHALLENGER TEAMWEAR	Youth Sports Soccer Jerseys	1223971-IN		437.01
Vendor 5792 - CHALLENGER TEAMWEAR Total:					437.01
Vendor: 5120 - CHARLES ABBOTT ASSOCIATES INC					
100-1405-7800	CHARLES ABBOTT ASSOCIATES...	Building & Safety Svcs 3/2024	67210		53,280.40
Vendor 5120 - CHARLES ABBOTT ASSOCIATES INC Total:					53,280.40
Vendor: 6579 - CHAZZ BROWN					
100-1605-7735	CHAZZ BROWN	Youthworks Internshi...	4/2024		100.00
Vendor 6579 - CHAZZ BROWN Total:					100.00
Vendor: 5938 - CHRISTINA HEANY					
100-1405-7690	CHRISTINA HEANY	Planning Commission Meeting	3/18/2024		50.00
Vendor 5938 - CHRISTINA HEANY Total:					50.00
Vendor: 6381 - CHRISTOPHER H CHUC					
100-1605-7756	CHRISTOPHER H CHUC	Instructor Fee- SC Latin Dance (Winter 2/29/2024)	2401		151.20
Vendor 6381 - CHRISTOPHER H CHUC Total:					151.20
Vendor: 5586 - CHRISTOPHER J TUCKER					
100-1605-7756	CHRISTOPHER J TUCKER	Instructor Fee-SC Tai Qi Winter 2024	9		294.00
Vendor 5586 - CHRISTOPHER J TUCKER Total:					294.00
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4186097101		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4186097101		9.31
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4186782001		17.93
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4186782001		45.52
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4187504650		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4187504650		9.31
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4188228346		25.69

Council Warrant Register By Vendor

Payment Dates: 3/28/2024 - 4/24/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4188228346		9.31
Vendor 5140 - CINTAS CORPORATION #693 Total:					168.45
Vendor: 6483 - CIVICA LAW GROUP, APC					
100-1015-7684	CIVICA LAW GROUP, APC	General Code Enforcement Legal 11/2023	11517		673.20
100-1015-7684	CIVICA LAW GROUP, APC	Mendoza v Duarte (Admin Appeal) 11/2023	11518		61.20
100-1015-7684	CIVICA LAW GROUP, APC	LASD Costs 11/2023	11520		9.58
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations 2/2024	12322		6,000.00
100-1015-7684	CIVICA LAW GROUP, APC	1001 Las Lomas Legal 2/2024	12317		1,777.80
100-1015-7684	CIVICA LAW GROUP, APC	1307 Bloomdale Legal 2/2024	12318		6,693.99
100-1015-7684	CIVICA LAW GROUP, APC	1939 Wardell Legal 2/2024	12319		1,456.95
100-1015-7684	CIVICA LAW GROUP, APC	General Code Enforcement Legal 2/2024	12320		450.00
100-1015-7684	CIVICA LAW GROUP, APC	Mendoza v Duarte (Admin Appeal) 2/2024	12321		1,990.16
100-1015-7684	CIVICA LAW GROUP, APC	LASD Costs 2/2024	12323		85.43
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations 3/2024	12541		6,000.00
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations Expenses 3/2024	12542		188.98
100-1015-7684	CIVICA LAW GROUP, APC	1001 Las Lomas Legal 3/2024	12738		289.60
100-1015-7684	CIVICA LAW GROUP, APC	1307 Bloomdale Legal 3/2024	12739		4,811.00
100-1015-7684	CIVICA LAW GROUP, APC	1939 Wardell Legal 3/2024	12740		100.00
100-1015-7684	CIVICA LAW GROUP, APC	General Code Enforcement Legal 3/2024	12741		2,243.80
100-1015-7684	CIVICA LAW GROUP, APC	Mendoza V Duarte-Admin Appeal Legal 3/2024	12742		859.48
Vendor 6483 - CIVICA LAW GROUP, APC Total:					33,691.17
Vendor: 6544 - CLOUD CONNECT SOLUTIONS					
100-1815-7830	CLOUD CONNECT SOLUTIONS	Phone/SD-Wan w/VELO/SIP & E911 Bundle 5/2024	1148		1,666.53
Vendor 6544 - CLOUD CONNECT SOLUTIONS Total:					1,666.53
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1020-7712	CURO MANAGED PRINT PRO...	2024 State of the City & School Address	7638		716.63
100-1605-7730	CURO MANAGED PRINT PRO...	Cesar Chavez Service Programs	7639		38.59
100-1605-7733	CURO MANAGED PRINT PRO...	SC A Frame Monthly Calendar 4/2024	7662		18.74
100-1605-7730	CURO MANAGED PRINT PRO...	Jump for Autism Signage	7666		79.38
Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:					853.34
Vendor: 5501 - DATA TICKET INC					
100-1205-7761	DATA TICKET INC	Admin Citation Processing 3/2024	163603		567.38
100-1205-7761	DATA TICKET INC	Parking Citation Processing 3/2024	164279		2,564.34
Vendor 5501 - DATA TICKET INC Total:					3,131.72
Vendor: T4797 - DAVID ALLEN SCHEXNAYDER					
100-2126	DAVID ALLEN SCHEXNAYDER	Const/Demo Deposit Refund (Pmt#2023-433)	R102707		3,000.00
Vendor T4797 - DAVID ALLEN SCHEXNAYDER Total:					3,000.00
Vendor: 5132 - DEPARTMENT OF CONSERVATION					
100-2013	DEPARTMENT OF CONSERVAT...	Strong Motion Fee (SMIP) Q1 2024	1/2024 - 3/2024		299.40
100-5004	DEPARTMENT OF CONSERVAT...	Local Agency Fee Q1 2024	1/2024 - 3/2024		-14.97
Vendor 5132 - DEPARTMENT OF CONSERVATION Total:					284.43
Vendor: 0476 - DUARTE PETTY CASH/BINGO PRIZE MONEY					
100-1605-7733	DUARTE PETTY CASH/BINGO ...	SC Bingo Prize Money	5/2024		140.00
Vendor 0476 - DUARTE PETTY CASH/BINGO PRIZE MONEY Total:					140.00

Council Warrant Register By Vendor

Payment Dates: 3/28/2024 - 4/24/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 0311 - DUARTE RECREATION PETTY CASH					
100-1605-7735	DUARTE RECREATION PETTY ...	CHYLL Meeting Pizza	3262024		20.48
100-1605-7741	DUARTE RECREATION PETTY ...	Sports End of Season Party Pizza	3262024		37.44
100-1605-7741	DUARTE RECREATION PETTY ...	Sports End of Season Party Plates	3262024		4.40
100-1020-7711	DUARTE RECREATION PETTY ...	Staff Appreciation	4092024		3.99
100-1605-7730	DUARTE RECREATION PETTY ...	FC Sprng Season Special Event Decor	4092024		25.88
100-1605-7738	DUARTE RECREATION PETTY ...	TC Knott's Berry Farm Parking (5 x \$30)	4092024		150.00
Vendor 0311 - DUARTE RECREATION PETTY CASH Total:					242.19
Vendor: 0077 - DUARTE UNIFIED SCHOOL DISTRICT					
100-4408	DUARTE UNIFIED SCHOOL DIS...	SBA/Nextel Lease 4/2024	R103025	250004 - Property Rent - Next...	2,001.51
Vendor 0077 - DUARTE UNIFIED SCHOOL DISTRICT Total:					2,001.51
Vendor: 6366 - DUTHIE ELECTRIC SERVICE CORPORATION					
100-1410-8100	DUTHIE ELECTRIC SERVICE CO...	Emergency Generator Replacement/Installation	E125390		93,709.21
100-1410-7656	DUTHIE ELECTRIC SERVICE CO...	Emergency Generator Additional Expense	R126089		1,400.00
Vendor 6366 - DUTHIE ELECTRIC SERVICE CORPORATION Total:					95,109.21
Vendor: 1533 - EFREN CASTRO					
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	4/2024		566.00
Vendor 1533 - EFREN CASTRO Total:					566.00
Vendor: T3698 - ELIZABETH GUZMAN					
100-2120	ELIZABETH GUZMAN	SC Rent Deposit Refund 4/6/2024	R102956		500.00
Vendor T3698 - ELIZABETH GUZMAN Total:					500.00
Vendor: 6189 - ENTERPRISE FM TRUST					
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 36 Lease/Maint 3/01/2024 - 3/31/2024	FBN4984811		478.95
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 3/01/2024 - 3/31/2024	FBN4984811		566.88
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 6 Lease/Maint 3/01/2024 - 3/31/2024	FBN4984811		578.99
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 3/01/2024 - 3/31/2024	FBN4984811		584.85
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 3/01/2024 - 3/31/2024	FBN4984811		591.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 11 Lease/Maint 3/01/2024 - 3/31/2024	FBN4984811		702.14
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 3/01/2024 - 3/31/2024	FBN4984811		574.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 3/01/2024 - 3/31/2024	FBN4984811		433.48
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 100 Lease/Maint 3/01/2024 - 3/31/2024	FBN4984811		555.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 15 Lease/Maint 3/01/2024 - 3/31/2024	FBN4984811		1,086.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 3/01/2024 - 3/31/2024	FBN4984811		223.12
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 3/01/2024 - 3/31/2024	FBN4984811		476.29
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 3/01/2024 - 3/31/2024	FBN4984811		556.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 33,34,24,31,25,35 Maint Fees 3/2024	FBN4984811		303.23
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 3/01/2024 - 3/31/2024	FBN4984811		431.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 20 Lease/Maint 3/01/2024 - 3/31/2024	FBN4984811		394.30

Council Warrant Register By Vendor

Payment Dates: 3/28/2024 - 4/24/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 7 Lease/Maint 3/01/2024 - 3/31/2024	FBN4984811		782.73
Vendor 6189 - ENTERPRISE FM TRUST Total:					9,320.54
Vendor: 1357 - EXECUTIVE ELEVATOR INC					
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 3/2024	105180		159.00
Vendor 1357 - EXECUTIVE ELEVATOR INC Total:					159.00
Vendor: 6237 - FAST 5 HOLDING COMPANY LLC					
100-1205-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 3/2024	7095		42.00
100-1205-7781	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 3/2024	7095		63.00
100-1405-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 3/2024	7095		21.00
100-1410-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 3/2024	7095		7.00
100-1605-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 3/2024	7095		14.00
Vendor 6237 - FAST 5 HOLDING COMPANY LLC Total:					147.00
Vendor: 0087 - FEDEX					
100-1825-7626	FEDEX	Document Delivery	8-438-70235		48.22
100-1825-7626	FEDEX	Document Delivery	8-453-99606		39.66
Vendor 0087 - FEDEX Total:					87.88
Vendor: 6389 - FRANCISCO BURCIAGA					
100-1605-7733	FRANCISCO BURCIAGA	SC Mother's Day Tea & Fashion Show 5/11/2024	3320		3,814.35
Vendor 6389 - FRANCISCO BURCIAGA Total:					3,814.35
Vendor: 4690 - FULLER ENGINEERING INC					
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	150810		1,059.28
Vendor 4690 - FULLER ENGINEERING INC Total:					1,059.28
Vendor: 6580 - FYNN CASTILLO					
100-1605-7735	FYNN CASTILLO	Youthworks Internshi...	4/2024		100.00
Vendor 6580 - FYNN CASTILLO Total:					100.00
Vendor: 6181 - GOOGLE LLC					
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 3/1/24 - 3/31/24	4940681070		1,400.62
Vendor 6181 - GOOGLE LLC Total:					1,400.62
Vendor: 5340 - GRAND PRINTING INC					
100-1825-7613	GRAND PRINTING INC	Business Cards- Frances Jimenez	112903		151.12
Vendor 5340 - GRAND PRINTING INC Total:					151.12
Vendor: T4798 - GRISELDA FRANCO					
100-2124	GRISELDA FRANCO	Gazebo Rent Deposit Refund	2001786.002		50.00
Vendor T4798 - GRISELDA FRANCO Total:					50.00
Vendor: 6002 - HEULYN REGINA DUMAS-JOHNSON					
100-1605-7733	HEULYN REGINA DUMAS-JOH...	Senior Ctr Sewing Class 4/2024	SC-04/2024		240.00
Vendor 6002 - HEULYN REGINA DUMAS-JOHNSON Total:					240.00
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
100-1610-7618	HOME DEPOT CREDIT SERVICES	Screws/ Repairs	1530334		51.56
100-1610-7618	HOME DEPOT CREDIT SERVICES	SC Gate Repair	1544714		9.85
100-1410-7980	HOME DEPOT CREDIT SERVICES	City Yard Parts & Supplies	5541687		124.48
100-1610-7618	HOME DEPOT CREDIT SERVICES	CH Roof Repairs/ Rainsuits	0542674		158.12
100-1610-7618	HOME DEPOT CREDIT SERVICES	Electric Repairs	8543063		17.13
100-1605-7730	HOME DEPOT CREDIT SERVICES	Return-Lunar New Year Supplies (Inv #2520160)	4233969		-69.87
100-1610-7618	HOME DEPOT CREDIT SERVICES	SC TV Mounting Supplies	2604877		40.23
100-1610-7618	HOME DEPOT CREDIT SERVICES	CH Building Repairs	1544671		138.03
100-1610-7618	HOME DEPOT CREDIT SERVICES	CC Building Repairs	6525003		100.22

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1610-7618	HOME DEPOT CREDIT SERVICES FC	Cleaning Supplies	5614684		52.70
100-1610-7618	HOME DEPOT CREDIT SERVICES CC/CH/ROP	Supplies/Repairs	8533730		103.00
Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:					725.45
Vendor: 6404 - IKE DEVANCE					
100-1605-7735	IKE DEVANCE	Youthworks Internshi...	4/2024		100.00
Vendor 6404 - IKE DEVANCE Total:					100.00
Vendor: 1465 - INLAND EMPIRE STAGES LTD					
100-1605-7750	INLAND EMPIRE STAGES LTD	Excursion Transportation 3/13/24 (Pantage's)	61410		1,148.56
100-1605-7750	INLAND EMPIRE STAGES LTD	Excursion Transportation 3/23/24 (Solvang)	61320		4,858.74
Vendor 1465 - INLAND EMPIRE STAGES LTD Total:					6,007.30
Vendor: 6309 - INX BUILDING MAINTENANCE					
100-1610-7652	INX BUILDING MAINTENANCE	City Hall Janitorial Srvcs 4/2024	984212		1,773.47
Vendor 6309 - INX BUILDING MAINTENANCE Total:					1,773.47
Vendor: 6090 - IT'S A GAS INC					
100-1610-7652	IT'S A GAS INC	SC Helium Tank	ARP-15830		547.68
Vendor 6090 - IT'S A GAS INC Total:					547.68
Vendor: 3821 - JACQUELINE BURCKHARD					
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	4/2024		218.00
Vendor 3821 - JACQUELINE BURCKHARD Total:					218.00
Vendor: 6398 - JACQUELINE HASTY					
100-1605-7736	JACQUELINE HASTY	Instructor Fee-Sticker Making Winter S1 & S2	DPWinter-2024		364.00
Vendor 6398 - JACQUELINE HASTY Total:					364.00
Vendor: 0128 - JIM KIRCHNER					
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	4/2024		435.00
Vendor 0128 - JIM KIRCHNER Total:					435.00
Vendor: T4796 - JOCELYNE MINSTER					
100-2120	JOCELYNE MINSTER	ROP Rent Deposit Refund 3/23/2024	R102871		150.00
100-4404	JOCELYNE MINSTER	ROP Rent Overtime Fee 3/23/2024	R102871		-40.25
Vendor T4796 - JOCELYNE MINSTER Total:					109.75
Vendor: 6204 - JODY ERRANDI SCHULZ					
100-1005-7644	JODY ERRANDI SCHULZ	Council Vehicle Allowance	4/2024		75.00
Vendor 6204 - JODY ERRANDI SCHULZ Total:					75.00
Vendor: 0086 - JOHN FASANA					
100-1825-7674	JOHN FASANA	Health Insurance Reimbursement	4/2024		435.00
Vendor 0086 - JOHN FASANA Total:					435.00
Vendor: 6595 - JOHNSON HEALTH TECH RETAIL INC					
100-1605-7745	JOHNSON HEALTH TECH RETA...	TC Duarte Boxing Treadmill	406-011211		4,707.07
Vendor 6595 - JOHNSON HEALTH TECH RETAIL INC Total:					4,707.07
Vendor: T4589 - KAREN NANONG					
100-2120	KAREN NANONG	ROP Rent Deposit Refund 3/16/2024	R102763		150.00
Vendor T4589 - KAREN NANONG Total:					150.00
Vendor: 0439 - KENNETH L ROGERS					
100-1610-7652	KENNETH L ROGERS	CH Carpet/Partition Cleaning	15482		400.00
100-1610-7652	KENNETH L ROGERS	Cmty Ctr Carpet Cleaning	15485		500.00
Vendor 0439 - KENNETH L ROGERS Total:					900.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 1592 - KRISTEN PETERSEN					
100-1211	KRISTEN PETERSEN	Computer Loan	W1389287038		3,000.00
Vendor 1592 - KRISTEN PETERSEN Total:					3,000.00
Vendor: 6581 - LANDEN GRAVES					
100-1605-7735	LANDEN GRAVES	Youthworks Internshi...	4/2024		100.00
Vendor 6581 - LANDEN GRAVES Total:					100.00
Vendor: 3968 - LANDSCAPE WAREHOUSE III					
100-1410-8030	LANDSCAPE WAREHOUSE III	Chemical Backpack Sprayer & Parts	4195129		132.43
Vendor 3968 - LANDSCAPE WAREHOUSE III Total:					132.43
Vendor: 5761 - LIFE STORAGE #530					
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 4/1/2024 - 4/30/2024	223850527		472.20
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 4/1/2024 - 4/30/2024	223850924		485.20
Vendor 5761 - LIFE STORAGE #530 Total:					957.40
Vendor: 5060 - LINDA HENDERSON					
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	4/2024		435.00
Vendor 5060 - LINDA HENDERSON Total:					435.00
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
100-1205-7784	LOS ANGELES COUNTY SHERIF...	Prisoner Maintenance 1/2024	242292VL		185.19
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 2/2024	242336EC		439,691.31
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					439,876.50
Vendor: 6367 - LUCIA ROMERO					
100-1605-7733	LUCIA ROMERO	SC Cinco De Mayo Fiesta Entertainment	050624-1		300.00
Vendor 6367 - LUCIA ROMERO Total:					300.00
Vendor: 5698 - LUDECKE PROPERTY MANAGEMENT INC					
100-1020-7710	LUDECKE PROPERTY MANAG...	Chamber Lease 4/2024	1735-huntplaz-0424		1,750.00
Vendor 5698 - LUDECKE PROPERTY MANAGEMENT INC Total:					1,750.00
Vendor: 5355 - LUZ YESENIA PAEZ					
100-1405-7690	LUZ YESENIA PAEZ	Planning Commission Meeting	3/18/2024		50.00
Vendor 5355 - LUZ YESENIA PAEZ Total:					50.00
Vendor: 0460 - M & L ENTERPRISES SPORTS					
100-1605-7733	M & L ENTERPRISES SPORTS	2024 Senior Softball League Fee	3142024		645.00
100-1605-7733	M & L ENTERPRISES SPORTS	SC Softball Balls & Plate Mat	3-27-24		134.20
Vendor 0460 - M & L ENTERPRISES SPORTS Total:					779.20
Vendor: 6565 - MAGELLAN ADVISORS LLC					
100-1010-7965	MAGELLAN ADVISORS LLC	Broadband Access Needs Assessment 12/2023	0387681	202312/1010-7965-Prof. Svcs...	24,336.88
Vendor 6565 - MAGELLAN ADVISORS LLC Total:					24,336.88
Vendor: 6405 - MAJESTI HUNTSMAN					
100-1605-7735	MAJESTI HUNTSMAN	Youthworks Internshi...	4/2024		100.00
Vendor 6405 - MAJESTI HUNTSMAN Total:					100.00
Vendor: 5981 - MARCUS LEON BANKS SR					
100-1020-7713	MARCUS LEON BANKS SR	Museum (Rt 66 Room) Lighting	000122		2,349.00
Vendor 5981 - MARCUS LEON BANKS SR Total:					2,349.00
Vendor: 0285 - MARGARET FINLAY					
100-1005-7642	MARGARET FINLAY	Council Vehicle Allowance	4/2024		75.00
100-1005-7642	MARGARET FINLAY	Equipment for Council Work	W1395800979		1,321.90
Vendor 0285 - MARGARET FINLAY Total:					1,396.90

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: T4795 - MARIA FERNANDEZ DE LA ROSA					
100-2120	MARIA FERNANDEZ DE LA RO...	SC Rent Deposit Refund 3/16/2024	R102396		500.00
Vendor T4795 - MARIA FERNANDEZ DE LA ROSA Total:					500.00
Vendor: 4422 - MARILYN MAYS					
100-1500	MARILYN MAYS	Advance-Aguiniga Boxing Club/So Cal Showdown	5/3/24 - 5/5/24		5,522.84
Vendor 4422 - MARILYN MAYS Total:					5,522.84
Vendor: 4434 - MARIPOSA LANDSCAPES INC					
100-1020-7724	MARIPOSA LANDSCAPES INC	PO Pkg Lot Landscape Maintenance 3/2024	107038		312.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Duarte Wilderness Park Brush Clearance 3/2024	107038		2,080.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Greenbank Ave Brush Clearance 3/2024	107038		76.00
100-1415-7916	MARIPOSA LANDSCAPES INC	Sports Parks (2) Landscape Maintenance 3/2024	107038		3,426.72
Vendor 4434 - MARIPOSA LANDSCAPES INC Total:					5,894.72
Vendor: T4794 - MARK BURRIS					
100-4801	MARK BURRIS	Class Cancellation	2001760.002		20.00
Vendor T4794 - MARK BURRIS Total:					20.00
Vendor: 4286 - MAXTREME INC					
100-1815-7965	MAXTREME INC	IT Helpdesk 3/2024	13723		12,500.00
Vendor 4286 - MAXTREME INC Total:					12,500.00
Vendor: 6347 - MCA DIRECT					
100-1010-7651	MCA DIRECT	Election Supplies	2024069		418.06
Vendor 6347 - MCA DIRECT Total:					418.06
Vendor: 1042 - MICHAEL TARR					
100-1825-7674	MICHAEL TARR	Health Insurance Reimbursement	4/2024		435.00
Vendor 1042 - MICHAEL TARR Total:					435.00
Vendor: 5454 - MOORE IACOFANO GOLTSMAN INC					
100-2121	MOORE IACOFANO GOLTSMA...	Westminster Gardens Specific Plan 2/2024 (R101010)	0085513	202417-dep-Westminister Ga...	15,897.50
Vendor 5454 - MOORE IACOFANO GOLTSMAN INC Total:					15,897.50
Vendor: 4656 - MUSCO SPORTS LIGHTING LLC					
100-1610-7652	MUSCO SPORTS LIGHTING LLC	Field Light Control Link Srvc Fee 4/2024 - 4/2025	422197		1,425.00
Vendor 4656 - MUSCO SPORTS LIGHTING LLC Total:					1,425.00
Vendor: 2461 - MVP, LLC					
100-1205-7787	MVP, LLC	Actual 2023 CAM/Taxes/Rubbish/Insurance	4/2024		1,467.24
100-1205-7787	MVP, LLC	Public Safety Lease	4/2024		13,854.83
Vendor 2461 - MVP, LLC Total:					15,322.07
Vendor: 0421 - NATIONAL BAND & TAG CO					
100-1205-7780	NATIONAL BAND & TAG CO	2025 Dog Tags	257199		821.94
Vendor 0421 - NATIONAL BAND & TAG CO Total:					821.94
Vendor: 1197 - PAMELA ROMERO					
100-1605-7002	PAMELA ROMERO	CPR Stipend	4/2024		76.92
Vendor 1197 - PAMELA ROMERO Total:					76.92
Vendor: 6286 - PARTY PRONTO INC					
100-1020-7980	PARTY PRONTO INC	TC Holyfield Event Stage/Chair Rental 4/27/24	O43256		996.70
100-1605-7730	PARTY PRONTO INC	Jump of Autism Bouncer Rental 4/2/2024	O43246		644.00
Vendor 6286 - PARTY PRONTO INC Total:					1,640.70

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6032 - PYRO SPECTACULARS INC					
100-1605-7758	PYRO SPECTACULARS INC	Deposit-July 3rd 2024 Firework Show	400		13,750.00
Vendor 6032 - PYRO SPECTACULARS INC Total:					13,750.00
Vendor: 6176 - QUADIENT LEASING USA INC					
100-1825-7630	QUADIENT LEASING USA INC	PS Postage Machine Lease 5/1/2024 - 7/31/2024	Q1273827		664.60
Vendor 6176 - QUADIENT LEASING USA INC Total:					664.60
Vendor: 6372 - R3 CONSULTING GROUP					
100-1825-7687	R3 CONSULTING GROUP	On-Call Consulting Services 3/2024	123334		1,745.00
Vendor 6372 - R3 CONSULTING GROUP Total:					1,745.00
Vendor: 0904 - RKA CONSULTING GROUP					
100-1405-7969	RKA CONSULTING GROUP	Engineeriing Consulting 2/2024	34577		640.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 2/2024	34578		360.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 2/2024	34579		1,520.00
100-1405-7965	RKA CONSULTING GROUP	ATP Cycle 4 Ped/Bike Improvements 2/2024	34580	202118-ATP Cycle 4-Professio...	720.00
Vendor 0904 - RKA CONSULTING GROUP Total:					3,240.00
Vendor: 6596 - ROBERT COLVIN					
100-1605-7733	ROBERT COLVIN	SC Mother's Day Tea Entertainment	5/11/2024		300.00
Vendor 6596 - ROBERT COLVIN Total:					300.00
Vendor: 6293 - RODOLFO CARDENAS					
100-1605-7733	RODOLFO CARDENAS	Monthly Dance DJ	4/25/2024		175.00
100-1605-7733	RODOLFO CARDENAS	Cinco de Mayo Fiesta DJ	5/6/2024		175.00
Vendor 6293 - RODOLFO CARDENAS Total:					350.00
Vendor: 0076 - ROTARY CLUB OF DUARTE					
100-1005-7642	ROTARY CLUB OF DUARTE	Margaret Finlay FY24 Q4 Dues	FY24 Q4		110.00
100-1005-7644	ROTARY CLUB OF DUARTE	Jody Schulz FY24 Q4 Dues	FY24 Q4		110.00
100-1010-7612	ROTARY CLUB OF DUARTE	Brian Villalobos FY24 Q4 Dues	FY24 Q4		240.00
100-1205-7612	ROTARY CLUB OF DUARTE	Tony Hadloc FY24 Q4 Dues	FY24 Q4		240.00
100-1205-7612	ROTARY CLUB OF DUARTE	Larry Breceda FY24 Q4 Dues	FY24 Q4		240.00
100-1805-7612	ROTARY CLUB OF DUARTE	Kristen Petersen FY24 Q4 Dues	FY24 Q4		240.00
Vendor 0076 - ROTARY CLUB OF DUARTE Total:					1,180.00
Vendor: 4142 - RUDY'S PLUMBING INC					
100-1415-7661	RUDY'S PLUMBING INC	Backflow Testing-Otis Gordon Park	10599		135.00
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing-FC Training Pool	10602		135.00
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing-Fitness Ctr/City Hall Irrigation	10603		135.00
Vendor 4142 - RUDY'S PLUMBING INC Total:					405.00
Vendor: 5263 - SAMUEL KANG					
100-1005-7648	SAMUEL KANG	Council Vehicle Allowance	4/2024		75.00
Vendor 5263 - SAMUEL KANG Total:					75.00
Vendor: 4545 - SANTA ANITA FAMILY YMCA					
100-1610-7616	SANTA ANITA FAMILY YMCA	2024 Pool Use 1/2024 & 2/2024	4022024		3,782.88
Vendor 4545 - SANTA ANITA FAMILY YMCA Total:					3,782.88
Vendor: 0282 - SCMAF-SAN GABRIEL VALLEY					
100-1605-7741	SCMAF-SAN GABRIEL VALLEY	Youth Basketball Tournament Team Entries	BB24DUARTE		875.00
Vendor 0282 - SCMAF-SAN GABRIEL VALLEY Total:					875.00
Vendor: 4909 - SCP DISTRIBUTORS LLC					
100-1610-7616	SCP DISTRIBUTORS LLC	Movable Lifeguard Chair	71654806		6,534.41
100-1610-7616	SCP DISTRIBUTORS LLC	Pool Lift Chair & Accessories	71655562		4,761.69

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100-1610-7616	SCP DISTRIBUTORS LLC	Pool Deck Drainage Grate	71655910		499.31
Vendor 4909 - SCP DISTRIBUTORS LLC Total:					11,795.41
Vendor: 6277 - SECTRAN SECURITY INC					
100-1805-7653	SECTRAN SECURITY INC	April 2024 Courier Pick-up	24040645		346.51
Vendor 6277 - SECTRAN SECURITY INC Total:					346.51
Vendor: 6401 - SIGNAL HILL AUTO ENTERPRISES					
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Building Maintenance Supplies	057094-01		118.41
Vendor 6401 - SIGNAL HILL AUTO ENTERPRISES Total:					118.41
Vendor: 0206 - SIMON EQUIPMENT RENTALS					
100-1410-7630	SIMON EQUIPMENT RENTALS	Equipment Rental	160072		184.20
Vendor 0206 - SIMON EQUIPMENT RENTALS Total:					184.20
Vendor: 0209 - SMART & FINAL					
100-1605-7733	SMART & FINAL	SC St Patricks Day Celebration Supplies	459544		429.52
100-1205-7980	SMART & FINAL	Yard Breakroom/Transportation Supplies	008000		117.24
100-1410-7980	SMART & FINAL	Yard Breakroom/Transportation Supplies	008000		117.24
100-1610-7618	SMART & FINAL	Yard Breakroom/Transportation Supplies	008000		117.24
100-1605-7735	SMART & FINAL	TC Fashion Show Supplies	883200		97.32
100-1605-7730	SMART & FINAL	2024 Underwater Egg Hunt Treats	927966		96.96
100-1610-7618	SMART & FINAL	Conference Room/Kitchen Supplies	036844		105.15
100-1605-7733	SMART & FINAL	SC Event Supplies	064766		288.73
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	856877		340.38
100-1605-7735	SMART & FINAL	TC Cooking Class Supplies	017499		44.65
100-1605-7730	SMART & FINAL	Jump for Autism Awareness Event	480077		69.58
100-1020-7711	SMART & FINAL	Staff Appreciation Lunch Supplies	791866		224.31
100-1605-7735	SMART & FINAL	TC Ice Cream Party	942722		34.82
100-1605-7741	SMART & FINAL	Youth Sports Skate Day Supplies	590100		167.64
Vendor 0209 - SMART & FINAL Total:					2,250.78
Vendor: 0217 - SOUTHEAST CONSTRUCTION PRODUCTS INC					
100-1410-7900	SOUTHEAST CONSTRUCTION ...	Erosion Control for Mel Canyon	2403-051474		65.60
100-1410-7980	SOUTHEAST CONSTRUCTION ...	City Hall Courtyard Paver Sand	2403-051502		382.24
100-1410-7980	SOUTHEAST CONSTRUCTION ...	Return-City Hall Courtyard Paver Sand	2403-051856		-201.10
100-1610-7618	SOUTHEAST CONSTRUCTION ...	Field Chalk	2403-057881		44.49
Vendor 0217 - SOUTHEAST CONSTRUCTION PRODUCTS INC Total:					291.23
Vendor: 5447 - SOUTHERN CALIFORNIA EDISON					
100-1020-7724	SOUTHERN CALIFORNIA EDIS...	PO Parking Lot Lease 5/01/2024 - 7/31/2024	7701227497		2,420.78
Vendor 5447 - SOUTHERN CALIFORNIA EDISON Total:					2,420.78
Vendor: 0220 - SOUTHERN CALIFORNIA NEWS GROUP					
100-1010-7670	SOUTHERN CALIFORNIA NEWS...	Legal Publications 2/2024	584443		319.84
100-1010-7670	SOUTHERN CALIFORNIA NEWS...	Legal Advertising 3/2024	585230		3,381.41
Vendor 0220 - SOUTHERN CALIFORNIA NEWS GROUP Total:					3,701.25
Vendor: 2688 - STAPLES ADVANTAGE					
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	3562257645		333.54
100-1205-7780	STAPLES ADVANTAGE	Rabies Clinic Supplies	3562453875		374.11
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	6001041420		61.38
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	6001048237		7.79

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	6001048238		168.09
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	6001048238		113.52
Vendor 2688 - STAPLES ADVANTAGE Total:					1,058.43
Vendor: 0083 - STEVE ESBENSHADE					
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	4/2024		435.00
Vendor 0083 - STEVE ESBENSHADE Total:					435.00
Vendor: 6541 - STEVE RICHARD ENTERPRISES INC					
100-1605-7650	STEVE RICHARD ENTERPRISES ...	Vehicle 17 Repair	2877		1,978.56
Vendor 6541 - STEVE RICHARD ENTERPRISES INC Total:					1,978.56
Vendor: 1610 - SUNWEST ENGINEERING					
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 3/7/2024	SA-42601		160.00
Vendor 1610 - SUNWEST ENGINEERING Total:					160.00
Vendor: 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES					
100-1205-7761	SUPERIOR CT OF CAL CO OF L...	Citation Revenue Tax 2/2024	3192024		4,394.50
Vendor 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES Total:					4,394.50
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
100-1410-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 2/2024	18034		3,841.19
100-1410-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 3/2024	18049		3,435.44
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					7,276.63
Vendor: 6457 - TERA MARTIN DEL CAMPO					
100-1005-7641	TERA MARTIN DEL CAMPO	Council Vehicle Allowance	4/2024		75.00
Vendor 6457 - TERA MARTIN DEL CAMPO Total:					75.00
Vendor: 3904 - TERESA RENTERIA					
100-1825-7674	TERESA RENTERIA	Health Insurance Reimbursement	4/2024		566.00
Vendor 3904 - TERESA RENTERIA Total:					566.00
Vendor: 6597 - THE INN ON ROUTE 66					
100-1205-7760	THE INN ON ROUTE 66	Rapid Rehousing-AO 1/16/24 - 104 1/19/24		202420-Outreach-Homeless S...	352.80
100-1205-7760	THE INN ON ROUTE 66	Rapid Rehousing-VK 1/16/24 - 105 1/18/24		202420-Outreach-Homeless S...	235.20
Vendor 6597 - THE INN ON ROUTE 66 Total:					588.00
Vendor: 6568 - THE PUBLIC RESTROOM COMPANY					
100-1610-8100	THE PUBLIC RESTROOM COM...	Prefabricated Restroom Building - Beardslee Park	25235		79,239.00
Vendor 6568 - THE PUBLIC RESTROOM COMPANY Total:					79,239.00
Vendor: 4241 - THE SAUCE CREATIVE SERVICES CORP					
100-1605-7739	THE SAUCE CREATIVE SERVICE...	Spring 2024 City News Design Services	6753		7,650.00
100-1605-7739	THE SAUCE CREATIVE SERVICE...	Spring 2024 City News Print Services	6754		8,550.60
Vendor 4241 - THE SAUCE CREATIVE SERVICES CORP Total:					16,200.60
Vendor: 5029 - THE TECHNOLOGY DEPOT INC					
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 5/2024	25959		608.30
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 5/2024	25973		464.20
Vendor 5029 - THE TECHNOLOGY DEPOT INC Total:					1,072.50
Vendor: 5544 - THEODORE SIEGEL					
100-1605-7733	THEODORE SIEGEL	SC "Mr. Deeds Goes to Town" Screening/Presentation	4/18/2024		150.00
Vendor 5544 - THEODORE SIEGEL Total:					150.00
Vendor: 6100 - TONEY LEWIS					
100-1005-7650	TONEY LEWIS	Council Vehicle Allowance	4/2024		75.00
Vendor 6100 - TONEY LEWIS Total:					75.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5284 - TRIPEPI SMITH & ASSOCIATES					
100-1020-7720	TRIPEPI SMITH & ASSOCIATES	PEG Channel Management Services 3/2024	11950		2,345.00
100-1020-7712	TRIPEPI SMITH & ASSOCIATES	Community & Social Media Management 3/2024	11951		9,391.00
Vendor 5284 - TRIPEPI SMITH & ASSOCIATES Total:					11,736.00
Vendor: 4674 - TYLER TECHNOLOGIES INC					
100-1815-7820	TYLER TECHNOLOGIES INC	Finance System Support 4/01/2024 - 6/30/2024	025-456975		12,984.96
Vendor 4674 - TYLER TECHNOLOGIES INC Total:					12,984.96
Vendor: 4484 - U.S. BANK					
100-1005-7643	U.S. BANK	Vinh Truong SGV Economic Forecast Summit 3/27/24	3252024BV		100.00
100-1005-7980	U.S. BANK	DashPass 3/5/2024 - 4/5/2024 (DoorDash)	3252024BV		9.99
100-1010-7610	U.S. BANK	Brian V Mtg w/John W-Boys&Girls Club (HeemoSushi)	3252024BV		41.90
100-1010-7610	U.S. BANK	Andres Rangel CCCA Annual Seminar Registration	3252024BV		875.00
100-1010-7610	U.S. BANK	Albert Nunez CCCA Annual Seminar Registration	3252024BV		875.00
100-1010-7610	U.S. BANK	Albert Nunez CCCA Seminar Hotel (Expedia.com)	3252024BV		274.89
100-1010-7610	U.S. BANK	Andres Rangel CCCA Seminar Hotel (Expedia.com)	3252024BV		408.52
100-1010-7612	U.S. BANK	Frances Jimenez IIMC Membership	3252024BV		125.00
100-1010-7612	U.S. BANK	Pasadena Star News Online Subscription	3252024BV		18.00
100-1010-7980	U.S. BANK	CC Mtg 2/27/2024 Food (DoorDash-Janet's)	3252024BV		235.83
100-1010-7980	U.S. BANK	CC Mtg 2/27/2024 Dessert (PayPal-KellyQuezada)	3252024BV		24.00
100-1010-7980	U.S. BANK	Wireless Microphones (Amazon)	3252024BV		28.65
100-1010-7980	U.S. BANK	Duarte Rd Clean-up 3/9/24 (Instacart-Vons)	3252024BV		68.97
100-1010-7980	U.S. BANK	Duarte Rd Clean-up 3/9/24 (Instacart-Costco)	3252024BV		89.17
100-1010-7980	U.S. BANK	Arts Ad Hoc Committee Mtg 2/28/24 (Cabreras)	3252024BV		176.40
100-1020-7712	U.S. BANK	Spotify Subscription	3252024BV		16.99
100-1410-7610	U.S. BANK	(3) MSA General Meeting/Lunch 4/2024	3252024CH		154.50
100-1410-7612	U.S. BANK	Gerard Batista ISA 2024 Membership	3252024CH		185.00
100-1410-7614	U.S. BANK	Adams Account Book (Amazon)	3252024CH		15.82
100-1410-7980	U.S. BANK	Heavy Duty Carabiners (Amazon)	3252024CH		37.49
100-1205-7615	U.S. BANK	(4) Emergency Response Bikes SP Aventon Bikes)	3252024KP		7,536.90
100-1605-7733	U.S. BANK	Netflix-Senior Ctr 3/4/24 - 4/3/24	3252024KP		7.74
100-1605-7735	U.S. BANK	Netflix-Teen Ctr 3/4/24 - 4/3/24	3252024KP		7.75
100-1805-7610	U.S. BANK	Staff Meeting Snacks (T Burgers)	3252024KP		90.33
100-1805-7610	U.S. BANK	CIP Meeting Lunch 3/21/24 (Coffee Bean)	3252024KP		10.86
100-1805-7614	U.S. BANK	Payroll Techician Desk Chair (officesupply.com)	3252024KP		261.93
100-1805-7614	U.S. BANK	Office Supplies (Amazon)	3252024KP		71.57

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1810-7610	U.S. BANK	CIP Meeting Lunch 3/21/24 (T Burgers)	3252024KP		93.58
100-1810-7610	U.S. BANK	Union Negotiation Mtg Supplies (Smart & Final)	3252024KP		143.67
100-1815-7632	U.S. BANK	1Password (4 Users) 3/15/2024 - 3/15/2025	3252024KP		382.52
100-1815-7632	U.S. BANK	Adobe Creative Cloud/Acrobat Pro 3/13/24 - 4/12/24	3252024KP		797.70
100-1815-7632	U.S. BANK	Finance Webinar 3/7/2024 - 4/6/2024 (Zoom)	3252024KP		80.00
100-1205-7613	U.S. BANK	Admin Cite D04585 Court Minutes (Superior LA)	3252024LB		2.00
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	3252024LB		20.37
100-1205-7615	U.S. BANK	EOC Software License (Best Buy)	3252024LB		99.99
100-1205-7615	U.S. BANK	EOC Radio Device Covers (Amazon)	3252024LB		118.95
100-1205-7655	U.S. BANK	EOC Flyer Creation Subscription (Canva)	3252024LB		119.99
100-1205-7779	U.S. BANK	DART Pajama Movie Night 3/11/24 (Little Caesars)	3252024LB		58.56
100-1205-7779	U.S. BANK	DART Cal State LA Trip 3/20/24 (In-N-Out)	3252024LB		138.14
100-1205-7779	U.S. BANK	MIT School Pizza w/Mayor 3/1/24 (Little Caesars)	3252024LB		131.04
100-1205-7779	U.S. BANK	DART Spring Break Trip (Alcatraz Ferry/Tour)	3252024LB		745.50
100-1205-7779	U.S. BANK	DART Spring Break Trip 4/2/24- 4/4/24 (AirBnB)	3252024LB		2,631.54
100-1205-7779	U.S. BANK	DART Field Trip 3/13/24 (Echo Park Swan Boats)	3252024LB		123.56
100-1205-7887	U.S. BANK	(2) Office Chairs (Wayfair.com)	3252024LB		352.78
100-1205-7980	U.S. BANK	Tobacco Sting Operation Decoy Gift Cards (Target)	3252024LB		80.00
100-1205-7980	U.S. BANK	Name Tag Backing (Amazon)	3252024LB		22.81
100-1205-7980	U.S. BANK	DART Event 2/27/24 (McDonalds)	3252024LB		50.17
100-1205-7980	U.S. BANK	Interview Lunch 3/6/24 (The Habit Burger)	3252024LB		69.05
100-1205-7980	U.S. BANK	Tobacco Sting Operation Lunch 2/27/24 (Tropicana)	3252024LB		199.49
100-1020-7711	U.S. BANK	Refund-Employee Awards Furnishings (A-1 Events)	3252024ME		-550.00
100-1605-7610	U.S. BANK	Manuel E IHRSA Trade Show Parking (LA Convention)	3252024ME		25.00
100-1605-7610	U.S. BANK	Manuel E IHRSA Trade Show Lunch (Fixins Kitchen)	3252024ME		75.25
100-1605-7610	U.S. BANK	M Mays Blacks in Gov't Regional Mtg (Hotels.com)	3252024ME		560.77
100-1605-7614	U.S. BANK	Wall Hooks (Amazon)	3252024ME		9.69
100-1605-7693	U.S. BANK	Mayor's Youth Council Dinner 3/4/24 (VJ's Burgers)	3252024ME		162.46
100-1605-7730	U.S. BANK	Jump of Autism Event Craft Supplies (Amazon)	3252024ME		78.21
100-1605-7730	U.S. BANK	Jump of Autism Event Supplies (Amazon)	3252024ME		81.25
100-1605-7730	U.S. BANK	Eggfest 2024 Eggs (Amazon)	3252024ME		55.11
100-1605-7730	U.S. BANK	Easter Supplies (Hobby Lobby)	3252024ME		154.58
100-1605-7730	U.S. BANK	Eggfest 2024 Banners (Amazon)	3252024ME		123.41
100-1605-7730	U.S. BANK	Duarte Dance Cesar Chavez Event Shirts (Amazon)	3252024ME		75.00
100-1605-7730	U.S. BANK	Eggfest 2024 Basket Winner Supplies (Target)	3252024ME		167.05

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1605-7730	U.S. BANK	Cesar Chavez Day of Service Giveaways (4Imprint)	3252024ME		422.48
100-1605-7730	U.S. BANK	Eggfest 2024 Golden Egg Prizes (Amazon)	3252024ME		440.95
100-1605-7730	U.S. BANK	Eggfest 2024 Gift Cards (Amazon)	3252024ME		150.00
100-1605-7733	U.S. BANK	SC Softball Opening Day Supplies (Amazon)	3252024ME		135.39
100-1605-7733	U.S. BANK	SC Display Case Flower Garland (Amazon)	3252024ME		21.93
100-1605-7733	U.S. BANK	SC Address Labels (Amazon)	3252024ME		23.99
100-1605-7733	U.S. BANK	SC Pickleballs (Amazon)	3252024ME		178.18
100-1605-7733	U.S. BANK	Underwater Egg Hunt Supplies (Amazon)	3252024ME		159.54
100-1605-7733	U.S. BANK	SC Egg Hunt/Spring Fling 3/22/24 (Tacos El Toro)	3252024ME		811.25
100-1605-7735	U.S. BANK	TC 3 on 3 BB Tournament Gold Rings (Amazon)	3252024ME		123.46
100-1605-7735	U.S. BANK	Duarte Dance Cesar Chavez Event Shirts (Amazon)	3252024ME		106.83
100-1605-7735	U.S. BANK	TC Spring Fashion Show Gift Cards (Macy's)	3252024ME		1,600.00
100-1605-7735	U.S. BANK	TC 3 on 3 BB Tournament Gift Card (Amazon)	3252024ME		50.00
100-1605-7735	U.S. BANK	TC Countertop Cast Iron Burner (Amazon)	3252024ME		26.24
100-1605-7736	U.S. BANK	Recreation Class Trampoline (Acon USA)	3252024ME		379.00
100-1605-7737	U.S. BANK	Excursion Tickets 3/11/24 (Petersen Auto Museum)	3252024ME		657.80
100-1605-7740	U.S. BANK	Summer Camp Griddle (Amazon)	3252024ME		154.34
100-1605-7741	U.S. BANK	Valleyview Pizza Party 2/28/24 (Little Caesars)	3252024ME		56.16
100-1605-7741	U.S. BANK	Cmty Skate Day Portable Restroom (Eagle Portables)	3252024ME		552.16
100-1605-7741	U.S. BANK	Royal Oaks Pizza Party 2/28/24 (Little Caesars)	3252024ME		187.20
100-1605-7745	U.S. BANK	TC Boxing Equipment (Title Boxing)	3252024ME		176.38
100-1605-7980	U.S. BANK	Staff Meeting 3/14/24 Snacks (Dunkin Donuts)	3252024ME		13.28
100-1605-7980	U.S. BANK	Return-Staff Appreciation Breakfast Items (Target)	3252024ME		-21.90
100-1605-7980	U.S. BANK	Employee Appreciation (Marie Calender's)	3252024ME		59.97
100-1610-7616	U.S. BANK	FC Water Exercise Equipment (Amazon)	3252024ME		203.24
100-1610-7618	U.S. BANK	Field Spike Drag (Amazon)	3252024ME		437.68
100-1610-7618	U.S. BANK	Locks (Amazon)	3252024ME		89.65
100-1610-7652	U.S. BANK	Install Pool Motor Pump/Switch (Bear State Water)	3252024ME		1,733.24
Vendor: 5907 - ULINE INC					
100-1605-7730	ULINE INC	Eggfest 2024 Staff Supplies	176089362		566.28
Vendor: T4364 - VICTOR DEL RIO					
100-2120	VICTOR DEL RIO	Sports Field Rent Deposit Refund	R103106		100.00
Vendor 4484 - U.S. BANK Total:					28,155.83
Vendor 5907 - ULINE INC Total:					566.28
Vendor T4364 - VICTOR DEL RIO Total:					100.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6196 - VINH TRUONG					
100-1005-7643	VINH TRUONG	Council Vehicle Allowance	4/2024		75.00
Vendor 6196 - VINH TRUONG Total:					75.00
Vendor: 6519 - VIRIDIANA GARCIA					
100-1605-7735	VIRIDIANA GARCIA	Youthworks Internshi...	4/2024		100.00
Vendor 6519 - VIRIDIANA GARCIA Total:					100.00
Vendor: 1974 - VISION COMMUNICATIONS CO					
100-1205-7650	VISION COMMUNICATIONS CO	Vehicle 25 Radio Install	0761847-IN		893.18
100-1205-7650	VISION COMMUNICATIONS CO	Vehicle 25 Radio Removal	0762043-IN		490.75
Vendor 1974 - VISION COMMUNICATIONS CO Total:					1,383.93
Vendor: 5835 - WALLACE WOLFF					
100-1405-7690	WALLACE WOLFF	Planning Commission Meeting	3/18/2024		50.00
Vendor 5835 - WALLACE WOLFF Total:					50.00
Vendor: 6113 - WARDS SERVICE					
100-1405-7650	WARDS SERVICE	Vehicle 19 Noise Repair	94674		87.50
Vendor 6113 - WARDS SERVICE Total:					87.50
Vendor: 0237 - WAXIE SANITARY SUPPLY					
100-1610-7618	WAXIE SANITARY SUPPLY	Building Maintenance Supplies	82364138		935.01
Vendor 0237 - WAXIE SANITARY SUPPLY Total:					935.01
Vendor: 4797 - WEX BANK					
100-1410-7650	WEX BANK	Fuel-Field Srvc 2/1/24 - 2/29/24	95612996		132.39
100-1610-7650	WEX BANK	Fuel-Facility Maint 2/1/24 - 2/29/24	95612996		105.78
Vendor 4797 - WEX BANK Total:					238.17
Fund 100 - GENERAL FUND Total:					1,090,810.50
Fund: 220 - GAS TAX FUN					
Vendor: 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
220-2210-7890	COUNTY OF LOS ANGELES DE...	Traffic Signal Maintenance 2/2024	24031105628		16,976.33
Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:					16,976.33
Vendor: 5116 - CRAFTCO INC					
220-2210-7811	CRAFTCO INC	Asphalt Patch Material	9403147062		943.30
Vendor 5116 - CRAFTCO INC Total:					943.30
Vendor: 5873 - ELIE FARAH INC					
220-2225-8100	ELIE FARAH INC	FY24 Street Rehab Project Design 1/3/24 - 3/22/24	2-DUA23-21	202407/220-2225-8100-Other...	4,845.00
Vendor 5873 - ELIE FARAH INC Total:					4,845.00
Vendor: 6206 - KHR ASSOCIATES					
220-2205-8100	KHR ASSOCIATES	Survey/Design-Highland Promenade 1/13/24-3/29/24	24-11211	202106-2205-8100-Highland P...	13,866.70
Vendor 6206 - KHR ASSOCIATES Total:					13,866.70
Vendor: 0904 - RKA CONSULTING GROUP					
220-2225-7965	RKA CONSULTING GROUP	Huntington Dr Survey & Utility Research 2/2024	34581		2,283.15
Vendor 0904 - RKA CONSULTING GROUP Total:					2,283.15
Vendor: 6018 - ROADLINE PRODUCTS INC USA					
220-2210-7813	ROADLINE PRODUCTS INC USA	Regulatory Signs	19726		8,276.86
Vendor 6018 - ROADLINE PRODUCTS INC USA Total:					8,276.86
Fund 220 - GAS TAX FUN Total:					47,191.34
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 1570 - A1 MAINTENANCE SERVICES CA					
240-2426-7810	A1 MAINTENANCE SERVICES ...	Grocery Outlet Ctr Sweeping 3/2024	206517		784.00
Vendor 1570 - A1 MAINTENANCE SERVICES CA Total:					784.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 4686 - CONSOLIDATED ELECTRICAL DISTRIBUTORS INC					
240-2405-7888	CONSOLIDATED ELECTRICAL D...	Citywide Street Light Supplies	3301-1015803		128.47
Vendor 4686 - CONSOLIDATED ELECTRICAL DISTRIBUTORS INC Total:					128.47
Vendor: 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/WTS & MEASURES					
240-2410-7662	COUNTY OF LOS ANGELES AGR..	Gopher Control-Duarte Parks 12/06/2023	241240		388.84
Vendor 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/WTS & MEASURES Total:					388.84
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
240-2405-7888	HOME DEPOT CREDIT SERVICES	Plaza Duarte Lighting Supplies	3523616		56.04
240-2405-7888	HOME DEPOT CREDIT SERVICES	Plaza Duarte Lighting Supplies	1524022		31.88
240-2410-7662	HOME DEPOT CREDIT SERVICES	City Irrigation Repair	1544607		15.92
240-2405-7888	HOME DEPOT CREDIT SERVICES	Electrical Tools & Supplies	9600655		122.84
240-2405-7888	HOME DEPOT CREDIT SERVICES	Electric Supplies	8533723		88.20
Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:					314.88
Vendor: 3968 - LANDSCAPE WAREHOUSE III					
240-2410-7662	LANDSCAPE WAREHOUSE III	City Hall Irrigation Repair	4195025		187.37
Vendor 3968 - LANDSCAPE WAREHOUSE III Total:					187.37
Vendor: 4434 - MARIPOSA LANDSCAPES INC					
240-2410-7915	MARIPOSA LANDSCAPES INC	City Facilities (4) Landscape Maintenance 3/2024	107038		2,733.32
240-2410-7915	MARIPOSA LANDSCAPES INC	Misc Locations (8) Landscape Maintenance 3/2024	107038		1,509.99
240-2410-7915	MARIPOSA LANDSCAPES INC	Parks (14) Landscape Maintenance 3/2024	107038		15,723.51
240-2410-7917	MARIPOSA LANDSCAPES INC	Medians/Pkwys (19) Landscape Maintenance 3/2024	107038		8,312.45
240-2410-7917	MARIPOSA LANDSCAPES INC	Tree Wells (12) Landscape Maintenance 3/2024	107038		459.54
240-2420-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 3/2024	107038		491.67
240-2421-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 3/2024	107038		1,416.67
240-2422-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 3/2024	107038		693.80
240-2423-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 3/2024	107038		1,125.00
240-2424-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 3/2024	107038		775.01
240-2425-7913	MARIPOSA LANDSCAPES INC	Hearthstone Brush Clearance 3/2024	107038		1,166.67
240-2425-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 3/2024	107038		416.67
240-2426-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 3/2024	107038		333.33
240-2427-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 3/2024	107038		891.67
240-2431-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 3/2024	107038		891.67
240-2432-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 3/2024	107038		1,175.00
240-2433-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 3/2024	107038		750.00
240-2434-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 3/2024	107038		500.00
240-2435-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 3/2024	107038		750.00
240-2435-7918	MARIPOSA LANDSCAPES INC	Ridgecrest Brush Clearance 3/2024	107038		708.33
Vendor 4434 - MARIPOSA LANDSCAPES INC Total:					40,824.30

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 4142 - RUDY'S PLUMBING INC					
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Hacienda Park	10598		135.00
240-2423-7887	RUDY'S PLUMBING INC	Backflow Testing-Amberwood LLD	10601		135.00
Vendor 4142 - RUDY'S PLUMBING INC Total:					270.00
Vendor: 5691 - SITEONE LANDSCAPE SUPPLY HOLDING LLC					
240-2410-7662	SITEONE LANDSCAPE SUPPLY ...	Annual Weed Abatement Herbicide	139643121-001		636.09
Vendor 5691 - SITEONE LANDSCAPE SUPPLY HOLDING LLC Total:					636.09
Vendor: 4484 - U.S. BANK					
240-2405-7888	U.S. BANK	LED Drivers (Amazon)	3252024CH		130.46
Vendor 4484 - U.S. BANK Total:					130.46
Vendor: 1521 - WEST COAST ARBORISTS INC					
240-2410-7909	WEST COAST ARBORISTS INC	Residential Tree Removals	212262		3,120.50
Vendor 1521 - WEST COAST ARBORISTS INC Total:					3,120.50
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					46,784.91
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
Vendor: 6578 - GERGIS BEBAWY					
260-2127	GERGIS BEBAWY	Retention	NO.20240405-1	202413-Retention-ADA Curb ...	-5,193.80
260-2605-8061	GERGIS BEBAWY	FY24 CDBG Curb Ramps Project 2/21/24 - 3/28/24	NO.20240405-1	202413-Capital-CDBG/ADA Cu...	95,750.00
260-2605-8061	GERGIS BEBAWY	Change Order 1	NO.20240405-1	202413-Capital-CDBG/ADA Cu...	8,126.00
Vendor 6578 - GERGIS BEBAWY Total:					98,682.20
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					98,682.20
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
290-2905-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 2/2024	242336EC		15,202.38
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					15,202.38
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					15,202.38
Fund: 300 - BICYCLE AND PEDESTRIAN SAFETY FUND (SB821)					
Vendor: 6578 - GERGIS BEBAWY					
300-2127	GERGIS BEBAWY	Retention	NO.20240405-1	202413-Retention/ADA Curb ...	-1,140.00
300-3005-8060	GERGIS BEBAWY	FY24 CDBG Curb Ramps Project	NO.20240405-1	202413-Sidewalk Cap Improv...	22,800.00
Vendor 6578 - GERGIS BEBAWY Total:					21,660.00
Fund 300 - BICYCLE AND PEDESTRIAN SAFETY FUND (SB821) Total:					21,660.00
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
Vendor: 6189 - ENTERPRISE FM TRUST					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease 3/01/2024 - 3/31/2024	FBN4984811		428.96
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 35 Lease 2/26/2024 - 3/31/2024	FBN4984811		925.20
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 25 Lease 3/01/2024 - 3/31/2024	FBN4984811		488.87
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 33 Lease 3/01/2024 - 3/31/2024	FBN4984811		601.11
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Lease 3/01/2024 - 3/31/2024	FBN4984811		567.93
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease 3/01/2024 - 3/31/2024	FBN4984811		492.21
Vendor 6189 - ENTERPRISE FM TRUST Total:					3,504.28
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					3,504.28
Fund: 400 - PARK DEVELOPMENT GRANT FUND					
Vendor: 5454 - MOORE IACOFANO GOLTSMAN INC					
400-4005-8041	MOORE IACOFANO GOLTSMA...	Design Services-Duarte Park Revitalization 1/2024	0084902	202213-Capial Exp-Duarte Par...	2,720.00

Council Warrant Register By Vendor

Payment Dates: 3/28/2024 - 4/24/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
400-4005-8041	MOORE IACOFANO GOLTSMA...	Design Services–Duarte Park Revitalization 2/2024	0085563	202213-Capial Exp-Duarte Par...	451.25
Vendor 5454 - MOORE IACOFANO GOLTSMAN INC Total:					3,171.25
Vendor: 6526 - STILLWATER SCIENCES					
400-4005-7965	STILLWATER SCIENCES	Fish Cyn Trail Environmental Plan 2/26/24-3/24/24	10420007 FINAL	202214-Exp-Fish Cyn Trail Res...	3,248.41
Vendor 6526 - STILLWATER SCIENCES Total:					3,248.41
Fund 400 - PARK DEVELOPMENT GRANT FUND Total:					6,419.66
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 0209 - SMART & FINAL					
440-4405-7980	SMART & FINAL	Yard Breakroom/Transportation Supplies	008000		117.24
Vendor 0209 - SMART & FINAL Total:					117.24
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
440-4405-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 2/2024	18034		357.32
440-4405-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 3/2024	18049		319.58
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					676.90
Fund 440 - PROPOSITION A TRANSIT FUND Total:					794.14
Fund: 460 - PROPOSITION C TRANSIT FUND					
Vendor: 1491 - AUTOZONE					
460-4605-7650	AUTOZONE	Yard Supplies	2814286348		44.38
Vendor 1491 - AUTOZONE Total:					44.38
Vendor: 6237 - FAST 5 HOLDING COMPANY LLC					
460-4605-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 3/2024	7095		21.00
Vendor 6237 - FAST 5 HOLDING COMPANY LLC Total:					21.00
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
460-4605-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 2/2024	18034		267.99
460-4605-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 3/2024	18049		239.68
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					507.67
Fund 460 - PROPOSITION C TRANSIT FUND Total:					573.05
Grand Total:					1,331,622.46

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	1,090,810.50
220 - GAS TAX FUN	47,191.34
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	46,784.91
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	98,682.20
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	15,202.38
300 - BICYCLE AND PEDESTRIAN SAFETY FUND (SB821)	21,660.00
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	3,504.28
400 - PARK DEVELOPMENT GRANT FUND	6,419.66
440 - PROPOSITION A TRANSIT FUND	794.14
460 - PROPOSITION C TRANSIT FUND	573.05
Grand Total:	1,331,622.46

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	1,294.05
100-1005-7641	Travel & Exp - Martin Del...	75.00
100-1005-7642	Travel & Exp - Finlay	1,506.90
100-1005-7643	Travel & Exp - Truong	175.00
100-1005-7644	Travel & Exp - Schulz	185.00
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	2,751.57
100-1010-7612	Publications and Dues	383.00
100-1010-7651	Election Services	418.06
100-1010-7670	Legal Notices	3,701.25
100-1010-7965	Professional Services	24,336.88
100-1010-7980	Other Expenses	1,168.99
100-1015-7682	Labor Counsel Legal	2,662.50
100-1015-7684	Code Enforcement Legal	33,691.17
100-1020-7710	Chamber Of Commerce	1,750.00
100-1020-7711	Employee Recognition C...	-321.70
100-1020-7712	Community Information ...	10,124.62
100-1020-7713	Historical Museum Bldg...	5,043.80
100-1020-7720	DCTV	2,345.00
100-1020-7724	Post Office Parking	2,732.78
100-1020-7980	Other Expenses	996.70
100-1205-7612	Publications and Dues	480.00
100-1205-7613	Duplications And Photos	2.00
100-1205-7614	Office Supplies	353.91
100-1205-7615	Emergency Supplies	7,755.84
100-1205-7650	Vehicle Maintenance	1,425.93
100-1205-7655	Emergency Services	119.99
100-1205-7760	Homeless Outreach Prog...	588.00
100-1205-7761	Parking Ticket Collect	7,526.22
100-1205-7762	Parking Pass Kiosk Costs	591.01
100-1205-7779	Youth Programs	4,366.18
100-1205-7780	Animal Control	1,196.05
100-1205-7781	Contract Law Enforceme...	439,870.94
100-1205-7782	Crossing Guard Contract...	20,073.06
100-1205-7784	Prisoner Maintenance	185.19
100-1205-7787	Public Safety Cntr Lease	15,322.07
100-1205-7887	Repairs & Replacements	352.78
100-1205-7980	Other Expenses	538.76
100-1211	Computer Loan Program	5,045.94
100-1405-7614	Office Supplies	61.38
100-1405-7650	Vehicle Maintenance	108.50

Account Summary

Account Number	Account Name	Payment Amount
100-1405-7690	Planning Commission	200.00
100-1405-7800	Building Department Ser...	54,237.80
100-1405-7965	Professional Services	9,805.00
100-1405-7969	City Engineer	2,520.00
100-1410-7610	Travel, Mtgs & Conf	154.50
100-1410-7612	Publications and Dues	185.00
100-1410-7614	Office Supplies	15.82
100-1410-7630	Equipment Rentals	184.20
100-1410-7650	Vehicle Maintenance	139.39
100-1410-7656	Emergency Generator	1,560.00
100-1410-7810	Street Sweeping	122.00
100-1410-7814	Graffiti Removal	7,276.63
100-1410-7815	Brush Clearance	2,156.00
100-1410-7900	Emergency Cleanup/Mai...	65.60
100-1410-7980	Other Expenses	460.35
100-1410-8030	Other Equipment (Capita...	132.43
100-1410-8100	Other Capital Improvem...	93,709.21
100-1415-7661	Other Serv-Sports Park	135.00
100-1415-7916	Landscape-Sport Park	3,426.72
100-1500	Advances	5,522.84
100-1605-7002	Regular Salaries	76.92
100-1605-7610	Travel, Mtgs & Conf	661.02
100-1605-7614	Office Supplies	9.69
100-1605-7650	Vehicle Maintenance	1,992.56
100-1605-7693	Youth Council	162.46
100-1605-7730	Special Events	3,426.64
100-1605-7733	Senior Center	8,437.96
100-1605-7735	Teen Center	3,245.05
100-1605-7736	Youth & Adult Recreatio...	1,070.60
100-1605-7737	Adult Excursions	657.80
100-1605-7738	Teen Excursions	150.00
100-1605-7739	Publicity	16,200.60
100-1605-7740	Day Camps	154.34
100-1605-7741	Sports/Playground Progr...	2,317.01
100-1605-7745	Boxing Program	4,883.45
100-1605-7750	Bus Rentals	6,007.30
100-1605-7756	Senior Recreation Classes	1,022.70
100-1605-7758	Independence Day Celeb...	13,750.00
100-1605-7965	Professional Services	35,971.20
100-1605-7980	Other Expenses	51.35
100-1610-7616	Pool Supplies	15,781.53
100-1610-7617	Pool Chemicals	1,059.28
100-1610-7618	Building Supplies	2,858.85
100-1610-7636	Uniforms	95.00
100-1610-7650	Vehicle Maintenance	105.78
100-1610-7652	Building Maint Services	10,993.24
100-1610-8100	Other Capital Improvem...	79,239.00
100-1805-7610	Travel, Mtgs & Conf	101.19
100-1805-7612	Publications and Dues	240.00
100-1805-7614	Office Supplies	509.38
100-1805-7653	Bank Charges	346.51
100-1810-7610	Travel, Mtgs & Conf	237.25
100-1810-7660	Other Services	224.00
100-1815-7630	Equipment Lease	23,486.80
100-1815-7632	Software	2,660.84
100-1815-7820	Finance Software	12,984.96
100-1815-7821	Network & Internet Serv...	608.30
100-1815-7830	Telephone Services	2,130.73

Account Summary

Account Number	Account Name	Payment Amount
100-1815-7965	Professional Services	12,500.00
100-1825-7613	Duplications And Photos	264.64
100-1825-7626	Postage	87.88
100-1825-7630	Equipment Lease	2,394.98
100-1825-7631	Equipment Maintenance	608.48
100-1825-7674	Retiree Health Insurance	3,960.00
100-1825-7687	Waste Mgmt Services	1,745.00
100-1830-8100	Vehicle Replacement (C...	9,320.54
100-2012	Green Building Fees Pay...	113.00
100-2013	Strong Motions Fees Pay...	299.40
100-2120	Refundable Deposits	1,550.00
100-2121	Pass Through Deposits	15,897.50
100-2124	Gazebo Refundable Dep...	50.00
100-2126	Construction and Demoli...	3,000.00
100-4404	Other Building Rentals	-40.25
100-4408	Property Rental	2,001.51
100-4801	Youth & Adult Recreatio...	20.00
100-5004	Other Revenue	-26.27
220-2205-8100	Other Capital Improvem...	13,866.70
220-2210-7811	Street Maintenance	943.30
220-2210-7813	Regulatory Signs	8,276.86
220-2210-7890	Repairs-Traffic Signal	16,976.33
220-2225-7965	Professional Services	2,283.15
220-2225-8100	Other Capital Improvem...	4,845.00
240-2405-7888	Repairs-Citywide	557.89
240-2410-7662	Other Serv-Citywide	1,363.22
240-2410-7909	Tree Trim-Residential	3,120.50
240-2410-7915	Landscape-Citywide	19,966.82
240-2410-7917	Landscape-Medians	8,771.99
240-2420-7914	Landscape Maintenance	491.67
240-2421-7914	Landscape Maintenance	1,416.67
240-2422-7914	Landscape Maintenance	693.80
240-2423-7887	Repairs & Replacements	135.00
240-2423-7914	Landscape Maintenance	1,125.00
240-2424-7914	Landscape Maintenance	775.01
240-2425-7913	Brush Clearance	1,166.67
240-2425-7914	Landscape Maintenance	416.67
240-2426-7810	Street Sweeping	784.00
240-2426-7914	Landscape Maintenance	333.33
240-2427-7914	Landscape Maintenance	891.67
240-2431-7914	Landscape Maintenance	891.67
240-2432-7914	Landscape Maintenance	1,175.00
240-2433-7914	Landscape Maintenance	750.00
240-2434-7914	Landscape Maintenance	500.00
240-2435-7914	Landscape Maintenance	750.00
240-2435-7918	Fuel Modification	708.33
260-2127	Retention Payable	-5,193.80
260-2605-8061	ADA Curb Ramps (Capital)	103,876.00
290-2905-7781	Contract Law Enforceme...	15,202.38
300-2127	Retention Payable	-1,140.00
300-3005-8060	Sidewalk Improvements ...	22,800.00
320-3205-8013	Vehicles (Capital)	3,504.28
400-4005-7965	Professional Services	3,248.41
400-4005-8041	Park Improvements (Cap...	3,171.25
440-4405-7814	Graffiti Removal	676.90
440-4405-7980	Other Expenses	117.24
460-4605-7650	Vehicle Maintenance	65.38
460-4605-7814	Graffiti Removal	507.67

Account Summary

Account Number	Account Name	Payment Amount
460-4605-7814	Graffiti Removal	
Grand Total:		1,331,622.46

Project Account Summary

Project Account Key	Payment Amount
None	1,097,216.81
202106-2205-8100-Highland Promenade Measure M	13,866.70
202118-ATP Cycle 4-Professional Svcs	720.00
202213-Capial Exp-Duarte Park Improvements	3,171.25
202214-Exp-Fish Cyn Trail Restoration/Access Plan	3,248.41
202312/1010-7965-Prof. Svcs-Broadband Assessment	24,336.88
202407/220-2225-8100-Other Cap-FY24 St Rehab Proj	4,845.00
202413-Capital-CDBG/ADA Curb Ramps	103,876.00
202413-Retention/ADA Curb Ramps	-1,140.00
202413-Retention-ADA Curb Ramps	-5,193.80
202413-Sidewalk Cap Improv-ADA Curb Ramps	22,800.00
202416-Prof Svcs-Huntington Drive Median Landscape	9,085.00
202417-dep-Westminister Garden Specific Plan & EIR	15,897.50
202418-FY23-26-Exp-Tutors,Student Engage,Live Scan	332.00
202420-Outreach-Homeless Services Grant-(SGVCOG)	588.00
202421-Prof Svcs-FC Pool Deck Renovation	35,971.20
250004 - Property Rent - Nextel Rent (Otis Gordon)	2,001.51
Grand Total:	1,331,622.46



City of Duarte

Council Warrant Register By Account By Fund

Payment Dates 3/28/2024 - 4/24/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-1205-7762	CALE AMERICA INC	Kiosk Repair	4367		135.00
100-1015-7684	CIVICA LAW GROUP, APC	General Code Enforcement Legal 11/2023	4318		673.20
100-1015-7684	CIVICA LAW GROUP, APC	Mendoza v Duarte (Admin Appeal) 11/2023	4318		61.20
100-1015-7684	CIVICA LAW GROUP, APC	LASD Costs 11/2023	4318		9.58
100-1610-7618	HOME DEPOT CREDIT SERVICES	Screws/ Repairs	BD24-1216		51.56
100-1205-7762	CALE AMERICA INC	Additional WTP Fees Missed 11/2023	4367		204.75
100-1010-7965	MAGELLAN ADVISORS LLC	Broadband Access Needs Assessment 12/2023	4383	202312/1010-7965-Prof. Svcs...	24,336.88
100-1610-7618	HOME DEPOT CREDIT SERVICES	SC Gate Repair	BD24-1216		9.85
100-1205-7760	THE INN ON ROUTE 66	Rapid Rehousing-AO 1/16/24 - 1/19/24	219680	202420-Outreach-Homeless S...	352.80
100-1205-7760	THE INN ON ROUTE 66	Rapid Rehousing-VK 1/16/24 - 1/18/24	219680	202420-Outreach-Homeless S...	235.20
100-1205-7650	VISION COMMUNICATIONS CO	Vehicle 25 Radio Install	4361		893.18
100-1605-7745	JOHNSON HEALTH TECH RETA...	TC Duarte Boxing Treadmill	219617		4,707.07
100-1410-7980	HOME DEPOT CREDIT SERVICES	City Yard Parts & Supplies	BD24-1216		124.48
100-1605-7733	ROBERT COLVIN	SC Mother's Day Tea Entertainment	219650		300.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	CH Roof Repairs/ Rainsuits	BD24-1216		158.12
100-1610-7618	HOME DEPOT CREDIT SERVICES	Electric Repairs	BD24-1216		17.13
100-1205-7650	VISION COMMUNICATIONS CO	Vehicle 25 Radio Removal	4361		490.75
100-1605-7730	HOME DEPOT CREDIT SERVICES	Return-Lunar New Year Supplies (Inv #2520160)	BD24-1216		-69.87
100-1610-7618	HOME DEPOT CREDIT SERVICES	SC TV Mounting Supplies	BD24-1216		40.23
100-1610-7618	HOME DEPOT CREDIT SERVICES	CH Building Repairs	BD24-1216		138.03
100-1610-7618	HOME DEPOT CREDIT SERVICES	CC Building Repairs	BD24-1216		100.22
100-1610-7618	HOME DEPOT CREDIT SERVICES	FC Cleaning Supplies	BD24-1216		52.70
100-1605-7735	CAPITAL ONE	TC 3 on # Basketball Tournament	BD24-1274		122.69
100-1415-7661	RUDY'S PLUMBING INC	Backflow Testing-Otis Gordon Park	4390		135.00
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing-FC Training Pool	4390		135.00
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing-Fitness Ctr/City Hall Irrigation	4390		135.00
100-1605-7733	THEODORE SIEGEL	SC "Mr. Deeds Goes to Town" Screening/Presentation	219628		150.00
100-1605-7002	PAMELA ROMERO	CPR Stipend	4342		76.92
100-1605-7733	RODOLFO CARDENAS	Monthly Dance DJ	219647		175.00
100-1605-7733	DUARTE PETTY CASH/BINGO ...	SC Bingo Prize Money	219655		140.00
100-1605-7733	RODOLFO CARDENAS	Cinco de Mayo Fiesta DJ	219647		175.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	CC/CH/ROP Supplies/Repairs	BD24-1216		103.00
100-1605-7733	CAPITAL ONE	SC Special Event Supplies	BD24-1274		265.39
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations 2/2024	4318		6,000.00
100-1605-7965	AQUATIC DESIGN GROUP INC	Design Svcs-FC Pool Deck Renovation 2/2024	219602	202421-Prof Svcs-FC Pool Deck..	22,482.00
100-1010-7670	SOUTHERN CALIFORNIA NEWS...	Legal Publications 2/2024	4346		319.84
100-1205-7781	CGAA INC	Sheriffs Fuel 3/2024	219649		116.63
100-1410-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 2/2024	219633		3,841.19
100-1015-7684	CIVICA LAW GROUP, APC	1001 Las Lomas Legal 2/2024	4318		1,777.80
100-1015-7684	CIVICA LAW GROUP, APC	1307 Bloomdale Legal 2/2024	4318		6,693.99
100-1015-7684	CIVICA LAW GROUP, APC	1939 Wardell Legal 2/2024	4318		1,456.95

Council Warrant Register By Account

Payment Dates: 3/28/2024 - 4/24/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1015-7684	CIVICA LAW GROUP, APC	General Code Enforcement Legal 2/2024	4318		450.00
100-1015-7684	CIVICA LAW GROUP, APC	Mendoza v Duarte (Admin Appeal) 2/2024	4318		1,990.16
100-1015-7684	CIVICA LAW GROUP, APC	LASD Costs 2/2024	4318		85.43
100-1205-7780	NATIONAL BAND & TAG CO	2025 Dog Tags	4339		821.94
100-1815-7630	APPLE FINANCIAL SERVICES	FY24 Apple Lease Year 1 of 2	4366		23,486.80
100-1410-7630	SIMON EQUIPMENT RENTALS	Equipment Rental	219629		184.20
100-1405-7965	ARMSTRONG & WALKER LAN...	Huntington Dr Median Landscape Design	4311	202416-Prof Svcs-Huntington ...	9,085.00
100-1205-7784	LOS ANGELES COUNTY SHERIF...	Prisoner Maintenance 1/2024	4335		185.19
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Srvcs 2/28/2024 - 3/2/2024	4310		6,231.78
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 3/2024	4322		159.00
100-1815-7820	TYLER TECHNOLOGIES INC	Finance System Support 4/01/2024 - 6/30/2024	219634		12,984.96
100-1605-7735	CAPITAL ONE	TC Cooking Class Supplies	BD24-1274		30.03
100-1605-7733	CAPITAL ONE	Senior Ctr Egg Hunt Supplies	BD24-1274		24.01
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4317		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4317		9.31
100-1605-7733	SMART & FINAL	SC St Patricks Day Celebration Supplies	4345		429.52
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 3/7/2024	4348		160.00
100-1410-7900	SOUTHEAST CONSTRUCTION ...	Erosion Control for Mel Canyon	219630		65.60
100-1410-7980	SOUTHEAST CONSTRUCTION ...	City Hall Courtyard Paver Sand	219630		382.24
100-1410-7980	SOUTHEAST CONSTRUCTION ...	Return-City Hall Courtyard Paver Sand	219630		-201.10
100-1605-7733	HEULYN REGINA DUMAS-JOH...	Senior Ctr Sewing Class 4/2024	4319		240.00
100-1205-7980	SMART & FINAL	Yard Breakroom/Transportation Supplies	4345		117.24
100-1410-7980	SMART & FINAL	Yard Breakroom/Transportation Supplies	4345		117.24
100-1610-7618	SMART & FINAL	Yard Breakroom/Transportation Supplies	4345		117.24
100-1610-7652	ALBERTO R PEREZ	Main Circulation Pump Impeller Replacement	4340		2,767.40
100-1605-7733	M & L ENTERPRISES SPORTS	2024 Senior Softball League Fee	219619		645.00
100-1405-7969	RKA CONSULTING GROUP	Engineeriing Consulting 2/2024	4389		640.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 2/2024	4389		360.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 2/2024	4389		1,520.00
100-1405-7965	RKA CONSULTING GROUP	ATP Cycle 4 Ped/Bike Improvements 2/2024	4389	202118-ATP Cycle 4-Professio...	720.00
100-1605-7735	VIRIDIANA GARCIA	Youthworks Internshi...	219659		100.00
100-1605-7735	FYNN CASTILLO	Youthworks Internshi...	219648		100.00
100-1605-7735	CHAZZ BROWN	Youthworks Internshi...	219642		100.00
100-1605-7735	ALANA URIARTE	Youthworks Internshi...	219682		100.00
100-1605-7735	AALIYAH ONTIVEROS	Youthworks Internshi...	219667		100.00
100-1605-7735	IKE DEVANCE	Youthworks Internshi...	219654		100.00
100-1605-7735	LANDEN GRAVES	Youthworks Internshi...	219660		100.00
100-1605-7735	MAJESTI HUNTSMAN	Youthworks Internshi...	219662		100.00
100-1605-7750	INLAND EMPIRE STAGES LTD	Excursion Transportation 3/13/24 (Pantage's)	219616		1,148.56
100-1605-7735	SMART & FINAL	TC Fashion Show Supplies	4345		97.32
100-1825-7613	GRAND PRINTING INC	Business Cards- Frances Jimenez	219615		151.12
100-1020-7720	TRIEPEI SMITH & ASSOCIATES	PEG Channel Management Services 3/2024	4352		2,345.00

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1020-7712	TRIEPEI SMITH & ASSOCIATES	Community & Social Media Management 3/2024	4352		9,391.00
100-1410-7810	A1 MAINTENANCE SERVICES ...	Las Brisas Sweeping 3/2024	4308		61.00
100-1410-7810	A1 MAINTENANCE SERVICES ...	Street Sweeping-Las Posadas	4308		61.00
100-1605-7756	CHRISTOPHER H CHUC	Instructor Fee- SC Latin Dance (Winter 2/29/2024)	4316		151.20
100-1605-7735	CAPITAL ONE	TC Fashion Show Supplies	BD24-1274		180.78
100-1605-7739	THE SAUCE CREATIVE SERVICE...	Spring 2024 City News Design Services	4350		7,650.00
100-1605-7739	THE SAUCE CREATIVE SERVICE...	Spring 2024 City News Print Services	4350		8,550.60
100-1605-7736	JACQUELINE HASTY	Instructor Fee-Sticker Making Winter S1 & S2	4326		364.00
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	4347		333.54
100-1605-7730	CAPITAL ONE	2024 Underwater Egg Hunt Event	BD24-1274		227.80
100-1815-7965	MAXTREME INC	IT Helpdesk 3/2024	4337		12,500.00
100-1205-7779	ATHZIRI VILLA	DUSD Tutoring Program	219635	202418-FY23-26-Exp-Tutors,S...	300.00
100-1205-7761	SUPERIOR CT OF CAL CO OF L...	Citation Revenue Tax 2/2024	219632		4,394.50
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4317		17.93
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4317		45.52
100-1605-7736	ANCOM GROUP INC	Instructor Fee-Critical Reading Winter S2	4309		75.60
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 2/2024	4335		439,691.31
100-1405-7690	LUZ YESENIA PAEZ	Planning Commission Meeting	219622		50.00
100-1405-7690	BRIAN QUANDT	Planning Commission Meeting	219625		50.00
100-1405-7690	WALLACE WOLFF	Planning Commission Meeting	219636		50.00
100-1405-7690	CHRISTINA HEANY	Planning Commission Meeting	4327		50.00
100-1205-7779	AIDA TORRES	Event Water/Local Harvest/DART Meeting Expenses	4351		205.84
100-1205-7787	MVP, LLC	Actual 2023 CAM/Taxes/Rubbish/Insurance	4338		1,467.24
100-1205-7787	MVP, LLC	Public Safety Lease	4338		13,854.83
100-1610-7616	SCP DISTRIBUTORS LLC	Movable Lifeguard Chair	4344		6,534.41
100-1605-7756	CHRISTOPHER J TUCKER	Instructor Fee-SC Tai Qi Winter 2024	4354		294.00
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Srvcs 3/3/2024 - 3/16/2024	4310		6,920.64
100-1410-7650	WEX BANK	Fuel-Field Srvcs 2/1/24 - 2/29/24	BD24-1214		132.39
100-1610-7650	WEX BANK	Fuel-Facility Maint 2/1/24 - 2/29/24	BD24-1214		105.78
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 20 Lease/Maint 3/01/2024 - 3/31/2024	BD24-1215		394.30
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 3/01/2024 - 3/31/2024	BD24-1215		431.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 15 Lease/Maint 3/01/2024 - 3/31/2024	BD24-1215		1,086.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 7 Lease/Maint 3/01/2024 - 3/31/2024	BD24-1215		782.73
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 3/01/2024 - 3/31/2024	BD24-1215		556.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 100 Lease/Maint 3/01/2024 - 3/31/2024	BD24-1215		555.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 11 Lease/Maint 3/01/2024 - 3/31/2024	BD24-1215		702.14
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 3/01/2024 - 3/31/2024	BD24-1215		591.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 3/01/2024 - 3/31/2024	BD24-1215		584.85
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 6 Lease/Maint 3/01/2024 - 3/31/2024	BD24-1215		578.99

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100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 3/01/2024 - 3/31/2024	BD24-1215		476.29
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 3/01/2024 - 3/31/2024	BD24-1215		574.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 36 Lease/Maint 3/01/2024 - 3/31/2024	BD24-1215		478.95
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 3/01/2024 - 3/31/2024	BD24-1215		433.48
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 3/01/2024 - 3/31/2024	BD24-1215		566.88
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 3/01/2024 - 3/31/2024	BD24-1215		223.12
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 33,34,24,31,25,35 Maint Fees 3/2024	BD24-1215		303.23
100-1205-7780	STAPLES ADVANTAGE	Rabies Clinic Supplies	4347		374.11
100-1605-7758	PYRO SPECTACULARS INC	Deposit-July 3rd 2024 Firework Show	219624		13,750.00
100-1610-7618	WAXIE SANITARY SUPPLY	Building Maintenance Supplies	4362		935.01
100-1410-8100	DUTHIE ELECTRIC SERVICE CO...	Emergency Generator Replacement/Installation	4320		93,709.21
100-1020-7710	LUDECKE PROPERTY MANAG...	Chamber Lease 4/2024	219618		1,750.00
100-1020-7712	CURO MANAGED PRINT PRO...	2024 State of the City & School Address	219610		716.63
100-1605-7730	CURO MANAGED PRINT PRO...	Cesar Chavez Service Programs	219610		38.59
100-1610-7652	IT'S A GAS INC	SC Helium Tank	4330		547.68
100-1825-7630	CANON FINANCIAL SERVICES I...	(2)/CH/PS/SC/TC Copier Lease 4/01/2024 - 4/30/2024	219605		1,730.38
100-1825-7631	CANON FINANCIAL SERVICES I...	(2)/CH/PS/SC/TC Copier Maint 2/01/2024 - 2/29/2024	219605		548.19
100-1825-7631	CANON SOLUTIONS AMERICA ...	Finance Mgr Printer Maint 2/23/2024 - 3/22/2024	219606		36.48
100-1610-7652	KENNETH L ROGERS	CH Carpet/Partition Cleaning	219626		400.00
100-1605-7730	SMART & FINAL	2024 Underwater Egg Hunt Treats	4395		96.96
100-1605-7741	CHALLENGER TEAMWEAR	Youth Sports Soccer Jerseys	4315		437.01
100-1015-7682	BURKE, WILLIAMS & SORENS...	Labor Legal 2/2024	4313		2,662.50
100-1005-7643	U.S. BANK	Vinh Truong SGV Economic Forecast Summit 3/27/24	4357		100.00
100-1005-7980	U.S. BANK	DashPass 3/5/2024 - 4/5/2024 (DoorDash)	4357		9.99
100-1010-7610	U.S. BANK	Andres Rangel CCCA Annual Seminar Registration	4357		875.00
100-1010-7610	U.S. BANK	Andres Rangel CCCA Seminar Hotel (Expedia.com)	4357		408.52
100-1010-7610	U.S. BANK	Albert Nunez CCCA Annual Seminar Registration	4357		875.00
100-1010-7610	U.S. BANK	Albert Nunez CCCA Seminar Hotel (Expedia.com)	4357		274.89
100-1010-7610	U.S. BANK	Brian V Mtg w/John W- Boys&Girls Club (HeemoSushi)	4357		41.90
100-1010-7612	U.S. BANK	Frances Jimenez IIMC Membership	4357		125.00
100-1010-7612	U.S. BANK	Pasadena Star News Online Subscription	4357		18.00
100-1010-7980	U.S. BANK	CC Mtg 2/27/2024 Dessert (PayPal-KellyQuezada)	4357		24.00
100-1010-7980	U.S. BANK	Wireless Microphones (Amazon)	4357		28.65
100-1010-7980	U.S. BANK	CC Mtg 2/27/2024 Food (DoorDash-Janet's)	4357		235.83
100-1010-7980	U.S. BANK	Duarte Rd Clean-up 3/9/24 (Instacart-Costco)	4357		89.17
100-1010-7980	U.S. BANK	Arts Ad Hoc Committee Mtg 2/28/24 (Cabreras)	4357		176.40

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1010-7980	U.S. BANK	Duarte Rd Clean-up 3/9/24 (Instacart-Vons)	4357		68.97
100-1020-7712	U.S. BANK	Spotify Subscription	4357		16.99
100-1410-7610	U.S. BANK	(3) MSA General Meeting/Lunch 4/2024	4358		154.50
100-1410-7612	U.S. BANK	Gerard Batista ISA 2024 Membership	4358		185.00
100-1410-7614	U.S. BANK	Adams Account Book (Amazon)	4358		15.82
100-1410-7980	U.S. BANK	Heavy Duty Carabiners (Amazon)	4358		37.49
100-1205-7615	U.S. BANK	(4) Emergency Response Bikes SP Aventon Bikes)	4356		7,536.90
100-1605-7733	U.S. BANK	Netflix-Senior Ctr 3/4/24 - 4/3/24	4356		7.74
100-1605-7735	U.S. BANK	Netflix-Teen Ctr 3/4/24 - 4/3/24	4356		7.75
100-1805-7610	U.S. BANK	Staff Meeting Snacks (T Burgers)	4356		90.33
100-1805-7610	U.S. BANK	CIP Meeting Lunch 3/21/24 (Coffee Bean)	4356		10.86
100-1805-7614	U.S. BANK	Office Supplies (Amazon)	4356		71.57
100-1805-7614	U.S. BANK	Payroll Technician Desk Chair (officesupply.com)	4356		261.93
100-1810-7610	U.S. BANK	Union Negotiation Mtg Supplies (Smart & Final)	4356		143.67
100-1810-7610	U.S. BANK	CIP Meeting Lunch 3/21/24 (T Burgers)	4356		93.58
100-1815-7632	U.S. BANK	Adobe Creative Cloud/Acrobat Pro 3/13/24 - 4/12/24	4356		797.70
100-1815-7632	U.S. BANK	1Password (4 Users) 3/15/2024 - 3/15/2025	4356		382.52
100-1815-7632	U.S. BANK	Finance Webinar 3/7/2024 - 4/6/2024 (Zoom)	4356		80.00
100-1205-7613	U.S. BANK	Admin Cite D04585 Court Minutes (Superior LA)	4355		2.00
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	4355		20.37
100-1205-7615	U.S. BANK	EOC Software License (Best Buy)	4355		99.99
100-1205-7615	U.S. BANK	EOC Radio Device Covers (Amazon)	4355		118.95
100-1205-7655	U.S. BANK	EOC Flyer Creation Subscription (Canva)	4355		119.99
100-1205-7779	U.S. BANK	DART Spring Break Trip (Alcatraz Ferry/Tour)	4355		745.50
100-1205-7779	U.S. BANK	DART Pajama Movie Night 3/11/24 (Little Caesars)	4355		58.56
100-1205-7779	U.S. BANK	DART Cal State LA Trip 3/20/24 (In-N-Out)	4355		138.14
100-1205-7779	U.S. BANK	DART Field Trip 3/13/24 (Echo Park Swan Boats)	4355		123.56
100-1205-7779	U.S. BANK	MIT School Pizza w/Mayor 3/1/24 (Little Caesars)	4355		131.04
100-1205-7779	U.S. BANK	DART Spring Break Trip 4/2/24- 4/4/24 (AirBnB)	4355		2,631.54
100-1205-7887	U.S. BANK	(2) Office Chairs (Wayfair.com)	4355		352.78
100-1205-7980	U.S. BANK	DART Event 2/27/24 (McDonalds)	4355		50.17
100-1205-7980	U.S. BANK	Name Tag Backing (Amazon)	4355		22.81
100-1205-7980	U.S. BANK	Tobacco Sting Operation Decoy Gift Cards (Target)	4355		80.00
100-1205-7980	U.S. BANK	Tobacco Sting Operation Lunch 2/27/24 (Tropicana)	4355		199.49
100-1205-7980	U.S. BANK	Interview Lunch 3/6/24 (The Habit Burger)	4355		69.05

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1020-7711	U.S. BANK	Refund-Employee Awards Furnishings (A-1 Events)	4359		-550.00
100-1605-7610	U.S. BANK	M Mays Blacks in Gov't Regional Mtg (Hotels.com)	4359		560.77
100-1605-7610	U.S. BANK	Manuel E IHRSA Trade Show Lunch (Fixins Kitchen)	4359		75.25
100-1605-7610	U.S. BANK	Manuel E IHRSA Trade Show Parking (LA Convention)	4359		25.00
100-1605-7614	U.S. BANK	Wall Hooks (Amazon)	4359		9.69
100-1605-7693	U.S. BANK	Mayor's Youth Council Dinner 3/4/24 (VJ's Burgers)	4359		162.46
100-1605-7730	U.S. BANK	Eggfest 2024 Basket Winner Supplies (Target)	4359		167.05
100-1605-7730	U.S. BANK	Cesar Chavez Day of Service Giveaways (4Imprint)	4359		422.48
100-1605-7730	U.S. BANK	Eggfest 2024 Golden Egg Prizes (Amazon)	4359		440.95
100-1605-7730	U.S. BANK	Easter Supplies (Hobby Lobby)	4359		154.58
100-1605-7730	U.S. BANK	Eggfest 2024 Eggs (Amazon)	4359		55.11
100-1605-7730	U.S. BANK	Duarte Dance Cesar Chavez Event Shirts (Amazon)	4359		75.00
100-1605-7730	U.S. BANK	Jump of Autism Event Craft Supplies (Amazon)	4359		78.21
100-1605-7730	U.S. BANK	Jump of Autism Event Supplies (Amazon)	4359		81.25
100-1605-7730	U.S. BANK	Eggfest 2024 Gift Cards (Amazon)	4359		150.00
100-1605-7730	U.S. BANK	Eggfest 2024 Banners (Amazon)	4359		123.41
100-1605-7733	U.S. BANK	SC Display Case Flower Garland (Amazon)	4359		21.93
100-1605-7733	U.S. BANK	SC Pickleballs (Amazon)	4359		178.18
100-1605-7733	U.S. BANK	SC Egg Hunt/Spring Fling 3/22/24 (Tacos El Toro)	4359		811.25
100-1605-7733	U.S. BANK	SC Softball Opening Day Supplies (Amazon)	4359		135.39
100-1605-7733	U.S. BANK	SC Address Labels (Amazon)	4359		23.99
100-1605-7733	U.S. BANK	Underwater Egg Hunt Supplies (Amazon)	4359		159.54
100-1605-7735	U.S. BANK	TC Spring Fashion Show Gift Cards (Macy's)	4359		1,600.00
100-1605-7735	U.S. BANK	TC 3 on 3 BB Tournament Gift Card (Amazon)	4359		50.00
100-1605-7735	U.S. BANK	TC Countertop Cast Iron Burner (Amazon)	4359		26.24
100-1605-7735	U.S. BANK	TC 3 on 3 BB Tournament Gold Rings (Amazon)	4359		123.46
100-1605-7735	U.S. BANK	Duarte Dance Cesar Chavez Event Shirts (Amazon)	4359		106.83
100-1605-7736	U.S. BANK	Recreation Class Trampoline (Acon USA)	4359		379.00
100-1605-7737	U.S. BANK	Excursion Tickets 3/11/24 (Petersen Auto Museum)	4359		657.80
100-1605-7740	U.S. BANK	Summer Camp Griddle (Amazon)	4359		154.34
100-1605-7741	U.S. BANK	Royal Oaks Pizza Party 2/28/24 (Little Caesars)	4359		187.20
100-1605-7741	U.S. BANK	Cmty Skate Day Portable Restroom (Eagle Portables)	4359		552.16
100-1605-7741	U.S. BANK	Valleyview Pizza Party 2/28/24 (Little Caesars)	4359		56.16
100-1605-7745	U.S. BANK	TC Boxing Equipment (Title Boxing)	4359		176.38

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7980	U.S. BANK	Staff Meeting 3/14/24 Snacks (Dunkin Donuts)	4359		13.28
100-1605-7980	U.S. BANK	Employee Appreciation (Marie Calender's)	4359		59.97
100-1605-7980	U.S. BANK	Return-Staff Apprecation Breakfast Items (Target)	4359		-21.90
100-1610-7616	U.S. BANK	FC Water Exercise Equipment (Amazon)	4359		203.24
100-1610-7618	U.S. BANK	Locks (Amazon)	4359		89.65
100-1610-7618	U.S. BANK	Field Spike Drag (Amazon)	4359		437.68
100-1610-7652	U.S. BANK	Install Pool Motor Pump/Switch (Bear State Water)	4359		1,733.24
100-1605-7750	INLAND EMPIRE STAGES LTD	Excursion Transportation 3/23/24 (Solvang)	219616		4,858.74
100-1020-7980	PARTY PRONTO INC	TC Holyfield Event Stage/Chair Rental 4/27/24	219668		996.70
100-2121	MOORE IACOFANO GOLTSMA...	Westminster Gardens Specific Plan 2/2024 (R101010)	219666	202417-dep-Westminister Ga...	15,897.50
100-1610-7618	SMART & FINAL	Conference Room/Kitchen Supplies	4345		105.15
100-1605-7733	SMART & FINAL	SC Event Supplies	4345		288.73
100-1605-7730	ULINE INC	Eggfest 2024 Staff Supplies	4400		566.28
100-1605-7735	DUARTE RECREATION PETTY ...	CHYLL Meeting Pizza	219611		20.48
100-1605-7741	DUARTE RECREATION PETTY ...	Sports End of Season Party Pizza	219611		37.44
100-1605-7741	DUARTE RECREATION PETTY ...	Sports End of Season Party Plates	219611		4.40
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4317		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4317		9.31
100-1610-7652	MUSCO SPORTS LIGHTING LLC	Field Light Control Link Srvc Fee 4/2024 - 4/2025	4386		1,425.00
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	4345		340.38
100-1605-7735	SMART & FINAL	TC Cooking Class Supplies	4395		44.65
100-4801	MARK BURRIS	Class Cancellation	219604		20.00
100-1605-7965	AQUATIC DESIGN GROUP INC	Design Svcs-FC Pool Deck Renovation 3/2024	219637	202421-Prof Svcs-FC Pool Deck..	13,489.20
100-1605-7733	M & L ENTERPRISES SPORTS	SC Softball Balls & Plate Mat	219663		134.20
100-1605-7733	FRANCISCO BURCIAGA	SC Mother's Day Tea & Fashion Show 5/11/2024	219643		3,814.35
100-1005-7640	CESAR A GARCIA	Council Vehicle Allowance	4325		75.00
100-1005-7641	TERA MARTIN DEL CAMPO	Council Vehicle Allowance	4336		75.00
100-1005-7642	MARGARET FINLAY	Council Vehicle Allowance	4324		75.00
100-1005-7643	VINH TRUONG	Council Vehicle Allowance	4353		75.00
100-1005-7644	JODY ERRANDI SCHULZ	Council Vehicle Allowance	4343		75.00
100-1005-7648	SAMUEL KANG	Council Vehicle Allowance	4331		75.00
100-1005-7650	TONEY LEWIS	Council Vehicle Allowance	4334		75.00
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	4332		435.00
100-1825-7674	MICHAEL TARR	Health Insurance Reimbursement	4349		435.00
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	4312		218.00
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	4321		435.00
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	4328		435.00
100-1825-7674	TERESA RENTERIA	Health Insurance Reimbursement	4341		566.00
100-1825-7674	JOHN FASANA	Health Insurance Reimbursement	4323		435.00
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	4314		566.00

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	219603		435.00
100-1605-7730	SMART & FINAL	Jump for Autism Awareness Event	4395		69.58
100-1825-7631	CANON SOLUTIONS AMERICA ...	CMD-Permit Tech Printer Maint 2/27/24 - 3/26/24	219646		23.81
100-2120	MARIA FERNANDEZ DE LA RO...	SC Rent Deposit Refund 3/16/2024	219614		500.00
100-2120	KAREN NANONG	ROP Rent Deposit Refund 3/16/2024	219621		150.00
100-2120	JOCELYNE MINSTER	ROP Rent Deposit Refund 3/23/2024	219620		150.00
100-4404	JOCELYNE MINSTER	ROP Rent Overtime Fee 3/23/2024	219620		-40.25
100-1205-7762	CALE AMERICA INC	WTP Fees 3/2024	4367		251.26
100-1410-8030	LANDSCAPE WAREHOUSE III	Chemical Backpack Sprayer & Parts	4382		132.43
100-1500	MARILYN MAYS	Advance-Aguiniga Boxing Club/So Cal Showdown	219664		5,522.84
100-1020-7711	SMART & FINAL	Staff Appreciation Lunch Supplies	4395		224.31
100-1825-7626	FEDEX	Document Delivery	219613		48.22
100-4408	DUARTE UNIFIED SCHOOL DIS...	SBA/Nextel Lease 4/2024	219612	250004 - Property Rent - Next...	2,001.51
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Building Maintenance Supplies	4394		118.41
100-1610-7618	SOUTHEAST CONSTRUCTION ...	Field Chalk	219677		44.49
100-1610-8100	THE PUBLIC RESTROOM COM...	Prefabricated Restroom Building - Beardslee Park	219681		79,239.00
100-1605-7733	CURO MANAGED PRINT PRO...	SC A Frame Monthly Calendar 4/2024	219652		18.74
100-1825-7626	FEDEX	Document Delivery	219613		39.66
100-1825-7630	QUADIENT LEASING USA INC	PS Postage Machine Lease 5/1/2024 - 7/31/2024	219669		664.60
100-1020-7724	MARIPOSA LANDSCAPES INC	PO Pkg Lot Landscape Maintenance 3/2024	4384		312.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Greenbank Ave Brush Clearance 3/2024	4384		76.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Duarte Wilderness Park Brush Clearance 3/2024	4384		2,080.00
100-1415-7916	MARIPOSA LANDSCAPES INC	Sports Parks (2) Landscape Maintenance 3/2024	4384		3,426.72
100-1010-7670	SOUTHERN CALIFORNIA NEWS...	Legal Advertising 3/2024	4397		3,381.41
100-1405-7800	CHARLES ABBOTT ASSOCIATES...	Building & Safety Svcs 3/2024	4369		53,280.40
100-1205-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 3/2024	219657		42.00
100-1205-7781	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 3/2024	219657		63.00
100-1405-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 3/2024	219657		21.00
100-1410-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 3/2024	219657		7.00
100-1605-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 3/2024	219657		14.00
100-1410-7656	DUTHIE ELECTRIC SERVICE CO...	Emergency Generator Additional Expense	4376		1,400.00
100-2012	CALIFORNIA BUILDING STAND...	Green Bldg Fee Q1 2024	219645		113.00
100-2013	DEPARTMENT OF CONSERVAT...	Strong Motion Fee (SMIP) Q1 2024	219653		299.40
100-5004	CALIFORNIA BUILDING STAND...	Local Gov't Retainer Q1 2024	219645		-11.30
100-5004	DEPARTMENT OF CONSERVAT...	Local Agency Fee Q1 2024	219653		-14.97
100-1815-7830	CLOUD CONNECT SOLUTIONS	Phone/SD-Wan w/VELO/SIP & E911 Bundle 5/2024	4373		1,666.53
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 5/2024	4399		608.30
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 5/2024	4399		464.20
100-1605-7730	CURO MANAGED PRINT PRO...	Jump for Autism Signage	219652		79.38

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Payment Dates: 3/28/2024 - 4/24/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1610-7652	INX BUILDING MAINTENANCE	City Hall Janitorial Svcs 4/2024	4329		1,773.47
100-1825-7687	R3 CONSULTING GROUP	On-Call Consulting Services 3/2024	4388		1,745.00
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations 3/2024	4372		6,000.00
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations Expenses 3/2024	4372		188.98
100-1410-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 3/2024	219679		3,435.44
100-1005-7640	CESAR A GARCIA	WELL Seminar/Conference Expense Reimbursement	4325		1,145.13
100-1010-7651	MCA DIRECT	Election Supplies	219665		418.06
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 4/1/2024 - 4/30/2024	BD24-1248		472.20
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 4/1/2024 - 4/30/2024	BD24-1247		485.20
100-1605-7650	STEVE RICHARD ENTERPRISES ...	Vehicle 17 Repair	219631		1,978.56
100-1610-7616	SANTA ANITA FAMILY YMCA	2024 Pool Use 1/2024 & 2/2024	219674		3,782.88
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4371		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4371		9.31
100-1610-7652	ALBERTOS PLUMBING	Encanto Park Restroom Repairs	4364		550.00
100-1605-7741	SCMAF-SAN GABRIEL VALLEY	Youth Basketball Tournament Team Entries	219627		875.00
100-1605-7730	PARTY PRONTO INC	Jump of Autism Bouncer Rental 4/2/2024	219623		644.00
100-1005-7642	MARGARET FINLAY	Equipment for Council Work	4324		1,321.90
100-1015-7684	CIVICA LAW GROUP, APC	1001 Las Lomas Legal 3/2024	4372		289.60
100-1015-7684	CIVICA LAW GROUP, APC	1307 Bloomdale Legal 3/2024	4372		4,811.00
100-1015-7684	CIVICA LAW GROUP, APC	1939 Wardell Legal 3/2024	4372		100.00
100-1015-7684	CIVICA LAW GROUP, APC	General Code Enforcement Legal 3/2024	4372		2,243.80
100-1015-7684	CIVICA LAW GROUP, APC	Mendoza V Duarte-Admin Appeal Legal 3/2024	4372		859.48
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	4398		61.38
100-1610-7616	SCP DISTRIBUTORS LLC	Pool Lift Chair & Accessories	4392		4,761.69
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Svcs 3/17/2024 - 3/30/2024	4365		6,920.64
100-1605-7735	SMART & FINAL	TC Ice Cream Party	4395		34.82
100-1020-7713	MARCUS LEON BANKS SR	Museum (Rt 66 Room) Lighting	219639		2,349.00
100-1605-7733	LUCIA ROMERO	SC Cinco De Mayo Fiesta Entertainment	219672		300.00
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	4378		1,059.28
100-1605-7741	SMART & FINAL	Youth Sports Skate Day Supplies	4395		167.64
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	4398		7.79
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	4398		168.09
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	4398		113.52
100-1610-7652	ALBERTOS PLUMBING	Public Safety Office Plumbing Repairs	4364		794.00
100-1205-7779	CALIFORNIA STATE DEPARTM...	Fingerprint Apps 3/2024	4368	202418-FY23-26-Exp-Tutors,S...	32.00
100-1810-7660	CALIFORNIA STATE DEPARTM...	Fingerprint Apps 3/2024	4368		224.00
100-1405-7650	WARDS SERVICE	Vehicle 19 Noise Repair	4401		87.50
100-1610-7652	KENNETH L ROGERS	Cmty Ctr Carpet Cleaning	219671		500.00
100-1020-7713	BRIGHTVIEW PAINTING COM...	Museum (Rt 66 Room) Painting	219641		2,694.80
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 3/1/24 - 3/31/24	BD24-1273		1,400.62
100-1205-7761	DATA TICKET INC	Admin Citation Processing 3/2024	4374		567.38
100-1205-7761	DATA TICKET INC	Parking Citation Processing 3/2024	4374		2,564.34
100-1805-7653	SECTRAN SECURITY INC	April 2024 Courier Pick-up	4393		346.51
100-1005-7642	ROTARY CLUB OF DUARTE	Margaret Finlay FY24 Q4 Dues	219673		110.00
100-1005-7644	ROTARY CLUB OF DUARTE	Jody Schulz FY24 Q4 Dues	219673		110.00

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Payment Dates: 3/28/2024 - 4/24/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1010-7612	ROTARY CLUB OF DUARTE	Brian Villalobos FY24 Q4 Dues	219673		240.00
100-1205-7612	ROTARY CLUB OF DUARTE	Tony Hadloc FY24 Q4 Dues	219673		240.00
100-1205-7612	ROTARY CLUB OF DUARTE	Larry Breceda FY24 Q4 Dues	219673		240.00
100-1805-7612	ROTARY CLUB OF DUARTE	Kristen Petersen FY24 Q4 Dues	219673		240.00
100-2124	GRISELDA FRANCO	Gazebo Rent Deposit Refund	219658		50.00
100-1605-7736	ABRAHAM MARTINEZ	Instructor Fee-Piano Fun 1/13/24 - 3/2/24	4385		252.00
100-1020-7711	DUARTE RECREATION PETTY ...	Staff Appreciation	219656		3.99
100-1605-7730	DUARTE RECREATION PETTY ...	FC Sprng Season Special Event Decor	219656		25.88
100-1605-7738	DUARTE RECREATION PETTY ...	TC Knott's Berry Farm Parking (5 x \$30)	219656		150.00
100-2126	DAVID ALLEN SCHEXNAYDER	Const/Demo Deposit Refund (Pmt#2023-433)	219675		3,000.00
100-2120	ELIZABETH GUZMAN	SC Rent Deposit Refund 4/6/2024	219661		500.00
100-2120	ALEGRIA AMOR VILLACRUCIS	ROP Bldg Rent Deposit Refund 4/6/2024	219683		150.00
100-2120	VICTOR DEL RIO	Sports Field Rent Deposit Refund	4375		100.00
100-1605-7756	ABRAHAM MARTINEZ	Instructor Fee-SC Piano 1/12/24 - 3/15/24	4385		577.50
100-1010-7610	ANNETTE JUAREZ	CCAC Conference Expense Reimbursement	4380		219.98
100-1610-7616	SCP DISTRIBUTORS LLC	Pool Deck Drainage Grate	4392		499.31
100-1211	KRISTEN PETERSEN	Computer Loan	4387		3,000.00
100-1010-7610	BRIAN VILLALOBOS	Cannabis Fact Finding Tour Expense Reimbursement	219684		56.28
100-1010-7980	CABRERA'S DUARTE	Budget Workshop Catering	219644		545.97
100-1211	ANGELA CHIAROMONTE	Computer Loan	4370		2,045.94
100-1005-7640	CESAR A GARCIA	Tour of Cannabis Dispenseries Lunch Reimbursement	4379		73.92
100-1020-7724	SOUTHERN CALIFORNIA EDIS...	PO Parking Lot Lease 5/01/2024 - 7/31/2024	4396		2,420.78
Fund 100 - GENERAL FUND Total:					1,090,810.50
Fund: 220 - GAS TAX FUN					
220-2210-7890	COUNTY OF LOS ANGELES DE...	Traffic Signal Maintenance 2/2024	219609		16,976.33
220-2225-7965	RKA CONSULTING GROUP	Huntington Dr Survey & Utility Research 2/2024	4389		2,283.15
220-2210-7813	ROADLINE PRODUCTS INC USA	Regulatory Signs	219670		8,276.86
220-2225-8100	ELIE FARAH INC	FY24 Street Rehab Project Design 1/3/24 - 3/22/24	4377	202407/220-2225-8100-Other...	4,845.00
220-2205-8100	KHR ASSOCIATES	Survey/Design-Highland Promenade 1/13/24-3/29/24	4381	202106-2205-8100-Highland P...	13,866.70
220-2210-7811	CRAFCO INC	Asphalt Patch Material	219651		943.30
Fund 220 - GAS TAX FUN Total:					47,191.34
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2405-7888	HOME DEPOT CREDIT SERVICES	Plaza Duarte Lighting Supplies	BD24-1216		56.04
240-2405-7888	HOME DEPOT CREDIT SERVICES	Plaza Duarte Lighting Supplies	BD24-1216		31.88
240-2410-7662	HOME DEPOT CREDIT SERVICES	City Irrigation Repair	BD24-1216		15.92
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Hacienda Park	4391		135.00
240-2423-7887	RUDY'S PLUMBING INC	Backflow Testing-Amberwood LLD	4390		135.00
240-2405-7888	HOME DEPOT CREDIT SERVICES	Electrical Tools & Supplies	BD24-1216		122.84
240-2405-7888	HOME DEPOT CREDIT SERVICES	Electric Supplies	BD24-1216		88.20
240-2410-7662	COUNTY OF LOS ANGELES AGR..	Gopher Control-Duarte Parks 12/06/2023	219608		388.84
240-2405-7888	CONSOLIDATED ELECTRICAL D...	Citywide Street Light Supplies	219607		128.47
240-2426-7810	A1 MAINTENANCE SERVICES ...	Grocery Outlet Ctr Sweeping 3/2024	4308		784.00

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Payment Dates: 3/28/2024 - 4/24/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
240-2410-7909	WEST COAST ARBORISTS INC	Residential Tree Removals	4363		3,120.50
240-2405-7888	U.S. BANK	LED Drivers (Amazon)	4358		130.46
240-2410-7662	LANDSCAPE WAREHOUSE III	City Hall Irrigation Repair	4333		187.37
240-2410-7915	MARIPOSA LANDSCAPES INC	Parks (14) Landscape Maintenance 3/2024	4384		15,723.51
240-2410-7915	MARIPOSA LANDSCAPES INC	Misc Locations (8) Landscape Maintenance 3/2024	4384		1,509.99
240-2410-7915	MARIPOSA LANDSCAPES INC	City Facilities (4) Landscape Maintenance 3/2024	4384		2,733.32
240-2410-7917	MARIPOSA LANDSCAPES INC	Medians/Pkwy's (19) Landscape Maintenance 3/2024	4384		8,312.45
240-2410-7917	MARIPOSA LANDSCAPES INC	Tree Wells (12) Landscape Maintenance 3/2024	4384		459.54
240-2420-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 3/2024	4384		491.67
240-2421-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 3/2024	4384		1,416.67
240-2422-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 3/2024	4384		693.80
240-2423-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 3/2024	4384		1,125.00
240-2424-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 3/2024	4384		775.01
240-2425-7913	MARIPOSA LANDSCAPES INC	Hearthstone Brush Clearance 3/2024	4384		1,166.67
240-2425-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 3/2024	4384		416.67
240-2426-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 3/2024	4384		333.33
240-2427-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 3/2024	4384		891.67
240-2431-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 3/2024	4384		891.67
240-2432-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 3/2024	4384		1,175.00
240-2433-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 3/2024	4384		750.00
240-2434-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 3/2024	4384		500.00
240-2435-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 3/2024	4384		750.00
240-2435-7918	MARIPOSA LANDSCAPES INC	Ridgecrest Brush Clearance 3/2024	4384		708.33
240-2410-7662	SITEONE LANDSCAPE SUPPLY ...	Annual Weed Abatement Herbicide	219676		636.09
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					46,784.91
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
260-2127	GERGIS BEBAWY	Retention	219640	202413-Retention-ADA Curb ...	-5,193.80
260-2605-8061	GERGIS BEBAWY	FY24 CDBG Curb Ramps Project 2/21/24 - 3/28/24	219640	202413-Capital-CDBG/ADA Cu...	95,750.00
260-2605-8061	GERGIS BEBAWY	Change Order 1	219640	202413-Capital-CDBG/ADA Cu...	8,126.00
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					98,682.20
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
290-2905-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 2/2024	4335		15,202.38
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					15,202.38
Fund: 300 - BICYCLE AND PEDESTRIAN SAFETY FUND (SB821)					
300-2127	GERGIS BEBAWY	Retention	219640	202413-Retention/ADA Curb ...	-1,140.00
300-3005-8060	GERGIS BEBAWY	FY24 CDBG Curb Ramps Project	219640	202413-Sidewalk Cap Improv...	22,800.00
Fund 300 - BICYCLE AND PEDESTRIAN SAFETY FUND (SB821) Total:					21,660.00
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 35 Lease 2/26/2024 - 3/31/2024	BD24-1215		925.20

Council Warrant Register By Account

Payment Dates: 3/28/2024 - 4/24/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 33 Lease 3/01/2024 - 3/31/2024	BD24-1215		601.11
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease 3/01/2024 - 3/31/2024	BD24-1215		492.21
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Lease 3/01/2024 - 3/31/2024	BD24-1215		567.93
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease 3/01/2024 - 3/31/2024	BD24-1215		428.96
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 25 Lease 3/01/2024 - 3/31/2024	BD24-1215		488.87
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					3,504.28
Fund: 400 - PARK DEVELOPMENT GRANT FUND					
400-4005-8041	MOORE IACOFANO GOLTSMA...	Design Services—Duarte Park Revitalization 1/2024	219666	202213-Capial Exp-Duarte Par...	2,720.00
400-4005-8041	MOORE IACOFANO GOLTSMA...	Design Services—Duarte Park Revitalization 2/2024	219666	202213-Capial Exp-Duarte Par...	451.25
400-4005-7965	STILLWATER SCIENCES	Fish Cyn Trail Environmental Plan 2/26/24-3/24/24	219678	202214-Exp-Fish Cyn Trail Res...	3,248.41
Fund 400 - PARK DEVELOPMENT GRANT FUND Total:					6,419.66
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 2/2024	219633		357.32
440-4405-7980	SMART & FINAL	Yard Breakroom/Transportation Supplies	4345		117.24
440-4405-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 3/2024	219679		319.58
Fund 440 - PROPOSITION A TRANSIT FUND Total:					794.14
Fund: 460 - PROPOSITION C TRANSIT FUND					
460-4605-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 2/2024	219633		267.99
460-4605-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 3/2024	219657		21.00
460-4605-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 3/2024	219679		239.68
460-4605-7650	AUTOZONE	Yard Supplies	219638		44.38
Fund 460 - PROPOSITION C TRANSIT FUND Total:					573.05
Grand Total:					1,331,622.46

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	1,090,810.50
220 - GAS TAX FUN	47,191.34
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	46,784.91
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	98,682.20
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	15,202.38
300 - BICYCLE AND PEDESTRIAN SAFETY FUND (SB821)	21,660.00
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	3,504.28
400 - PARK DEVELOPMENT GRANT FUND	6,419.66
440 - PROPOSITION A TRANSIT FUND	794.14
460 - PROPOSITION C TRANSIT FUND	573.05
Grand Total:	1,331,622.46

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	1,294.05
100-1005-7641	Travel & Exp - Martin Del...	75.00
100-1005-7642	Travel & Exp - Finlay	1,506.90
100-1005-7643	Travel & Exp - Truong	175.00
100-1005-7644	Travel & Exp - Schulz	185.00
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	2,751.57
100-1010-7612	Publications and Dues	383.00
100-1010-7651	Election Services	418.06
100-1010-7670	Legal Notices	3,701.25
100-1010-7965	Professional Services	24,336.88
100-1010-7980	Other Expenses	1,168.99
100-1015-7682	Labor Counsel Legal	2,662.50
100-1015-7684	Code Enforcement Legal	33,691.17
100-1020-7710	Chamber Of Commerce	1,750.00
100-1020-7711	Employee Recognition C...	-321.70
100-1020-7712	Community Information ...	10,124.62
100-1020-7713	Historical Museum Bldg...	5,043.80
100-1020-7720	DCTV	2,345.00
100-1020-7724	Post Office Parking	2,732.78
100-1020-7980	Other Expenses	996.70
100-1205-7612	Publications and Dues	480.00
100-1205-7613	Duplications And Photos	2.00
100-1205-7614	Office Supplies	353.91
100-1205-7615	Emergency Supplies	7,755.84
100-1205-7650	Vehicle Maintenance	1,425.93
100-1205-7655	Emergency Services	119.99
100-1205-7760	Homeless Outreach Prog...	588.00
100-1205-7761	Parking Ticket Collect	7,526.22
100-1205-7762	Parking Pass Kiosk Costs	591.01
100-1205-7779	Youth Programs	4,366.18
100-1205-7780	Animal Control	1,196.05
100-1205-7781	Contract Law Enforceme...	439,870.94
100-1205-7782	Crossing Guard Contract...	20,073.06
100-1205-7784	Prisoner Maintenance	185.19
100-1205-7787	Public Safety Cntr Lease	15,322.07
100-1205-7887	Repairs & Replacements	352.78
100-1205-7980	Other Expenses	538.76
100-1211	Computer Loan Program	5,045.94
100-1405-7614	Office Supplies	61.38
100-1405-7650	Vehicle Maintenance	108.50

Account Summary

Account Number	Account Name	Payment Amount
100-1405-7690	Planning Commission	200.00
100-1405-7800	Building Department Ser...	54,237.80
100-1405-7965	Professional Services	9,805.00
100-1405-7969	City Engineer	2,520.00
100-1410-7610	Travel, Mtgs & Conf	154.50
100-1410-7612	Publications and Dues	185.00
100-1410-7614	Office Supplies	15.82
100-1410-7630	Equipment Rentals	184.20
100-1410-7650	Vehicle Maintenance	139.39
100-1410-7656	Emergency Generator	1,560.00
100-1410-7810	Street Sweeping	122.00
100-1410-7814	Graffiti Removal	7,276.63
100-1410-7815	Brush Clearance	2,156.00
100-1410-7900	Emergency Cleanup/Mai...	65.60
100-1410-7980	Other Expenses	460.35
100-1410-8030	Other Equipment (Capita...	132.43
100-1410-8100	Other Capital Improvem...	93,709.21
100-1415-7661	Other Serv-Sports Park	135.00
100-1415-7916	Landscape-Sport Park	3,426.72
100-1500	Advances	5,522.84
100-1605-7002	Regular Salaries	76.92
100-1605-7610	Travel, Mtgs & Conf	661.02
100-1605-7614	Office Supplies	9.69
100-1605-7650	Vehicle Maintenance	1,992.56
100-1605-7693	Youth Council	162.46
100-1605-7730	Special Events	3,426.64
100-1605-7733	Senior Center	8,437.96
100-1605-7735	Teen Center	3,245.05
100-1605-7736	Youth & Adult Recreatio...	1,070.60
100-1605-7737	Adult Excursions	657.80
100-1605-7738	Teen Excursions	150.00
100-1605-7739	Publicity	16,200.60
100-1605-7740	Day Camps	154.34
100-1605-7741	Sports/Playground Progr...	2,317.01
100-1605-7745	Boxing Program	4,883.45
100-1605-7750	Bus Rentals	6,007.30
100-1605-7756	Senior Recreation Classes	1,022.70
100-1605-7758	Independence Day Celeb...	13,750.00
100-1605-7965	Professional Services	35,971.20
100-1605-7980	Other Expenses	51.35
100-1610-7616	Pool Supplies	15,781.53
100-1610-7617	Pool Chemicals	1,059.28
100-1610-7618	Building Supplies	2,858.85
100-1610-7636	Uniforms	95.00
100-1610-7650	Vehicle Maintenance	105.78
100-1610-7652	Building Maint Services	10,993.24
100-1610-8100	Other Capital Improvem...	79,239.00
100-1805-7610	Travel, Mtgs & Conf	101.19
100-1805-7612	Publications and Dues	240.00
100-1805-7614	Office Supplies	509.38
100-1805-7653	Bank Charges	346.51
100-1810-7610	Travel, Mtgs & Conf	237.25
100-1810-7660	Other Services	224.00
100-1815-7630	Equipment Lease	23,486.80
100-1815-7632	Software	2,660.84
100-1815-7820	Finance Software	12,984.96
100-1815-7821	Network & Internet Serv...	608.30
100-1815-7830	Telephone Services	2,130.73

Account Summary

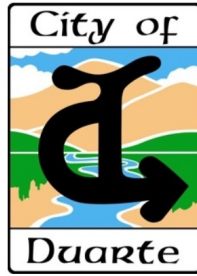
Account Number	Account Name	Payment Amount
100-1815-7965	Professional Services	12,500.00
100-1825-7613	Duplications And Photos	264.64
100-1825-7626	Postage	87.88
100-1825-7630	Equipment Lease	2,394.98
100-1825-7631	Equipment Maintenance	608.48
100-1825-7674	Retiree Health Insurance	3,960.00
100-1825-7687	Waste Mgmt Services	1,745.00
100-1830-8100	Vehicle Replacement (C...	9,320.54
100-2012	Green Building Fees Pay...	113.00
100-2013	Strong Motions Fees Pay...	299.40
100-2120	Refundable Deposits	1,550.00
100-2121	Pass Through Deposits	15,897.50
100-2124	Gazebo Refundable Dep...	50.00
100-2126	Construction and Demoli...	3,000.00
100-4404	Other Building Rentals	-40.25
100-4408	Property Rental	2,001.51
100-4801	Youth & Adult Recreatio...	20.00
100-5004	Other Revenue	-26.27
220-2205-8100	Other Capital Improvem...	13,866.70
220-2210-7811	Street Maintenance	943.30
220-2210-7813	Regulatory Signs	8,276.86
220-2210-7890	Repairs-Traffic Signal	16,976.33
220-2225-7965	Professional Services	2,283.15
220-2225-8100	Other Capital Improvem...	4,845.00
240-2405-7888	Repairs-Citywide	557.89
240-2410-7662	Other Serv-Citywide	1,363.22
240-2410-7909	Tree Trim-Residential	3,120.50
240-2410-7915	Landscape-Citywide	19,966.82
240-2410-7917	Landscape-Medians	8,771.99
240-2420-7914	Landscape Maintenance	491.67
240-2421-7914	Landscape Maintenance	1,416.67
240-2422-7914	Landscape Maintenance	693.80
240-2423-7887	Repairs & Replacements	135.00
240-2423-7914	Landscape Maintenance	1,125.00
240-2424-7914	Landscape Maintenance	775.01
240-2425-7913	Brush Clearance	1,166.67
240-2425-7914	Landscape Maintenance	416.67
240-2426-7810	Street Sweeping	784.00
240-2426-7914	Landscape Maintenance	333.33
240-2427-7914	Landscape Maintenance	891.67
240-2431-7914	Landscape Maintenance	891.67
240-2432-7914	Landscape Maintenance	1,175.00
240-2433-7914	Landscape Maintenance	750.00
240-2434-7914	Landscape Maintenance	500.00
240-2435-7914	Landscape Maintenance	750.00
240-2435-7918	Fuel Modification	708.33
260-2127	Retention Payable	-5,193.80
260-2605-8061	ADA Curb Ramps (Capital)	103,876.00
290-2905-7781	Contract Law Enforceme...	15,202.38
300-2127	Retention Payable	-1,140.00
300-3005-8060	Sidewalk Improvements ...	22,800.00
320-3205-8013	Vehicles (Capital)	3,504.28
400-4005-7965	Professional Services	3,248.41
400-4005-8041	Park Improvements (Cap...	3,171.25
440-4405-7814	Graffiti Removal	676.90
440-4405-7980	Other Expenses	117.24
460-4605-7650	Vehicle Maintenance	65.38
460-4605-7814	Graffiti Removal	507.67

Account Summary

Account Number	Account Name	Payment Amount
460-4605-7814	Graffiti Removal	
Grand Total:		1,331,622.46

Project Account Summary

Project Account Key	Payment Amount
None	1,097,216.81
202106-2205-8100-Highland Promenade Measure M	13,866.70
202118-ATP Cycle 4-Professional Svcs	720.00
202213-Capial Exp-Duarte Park Improvements	3,171.25
202214-Exp-Fish Cyn Trail Restoration/Access Plan	3,248.41
202312/1010-7965-Prof. Svcs-Broadband Assessment	24,336.88
202407/220-2225-8100-Other Cap-FY24 St Rehab Proj	4,845.00
202413-Capital-CDBG/ADA Curb Ramps	103,876.00
202413-Retention/ADA Curb Ramps	-1,140.00
202413-Retention-ADA Curb Ramps	-5,193.80
202413-Sidewalk Cap Improv-ADA Curb Ramps	22,800.00
202416-Prof Svcs-Huntington Drive Median Landscape	9,085.00
202417-dep-Westminister Garden Specific Plan & EIR	15,897.50
202418-FY23-26-Exp-Tutors,Student Engage,Live Scan	332.00
202420-Outreach-Homeless Services Grant-(SGVCOG)	588.00
202421-Prof Svcs-FC Pool Deck Renovation	35,971.20
250004 - Property Rent - Nextel Rent (Otis Gordon)	2,001.51
Grand Total:	1,331,622.46



ITEM: 11.E

Receive and File the Monthly Financial Update for February

Recommended Action:

Receive and file the monthly financial update.

Attachments:

[11.E - Monthly Financial Report for February 2024 \(FY 2023-24\).pdf](#)



City of Duarte

MONTHLY FINANCIAL REPORT

**Month Ended February 29, 2024
(66.7% of FY 2023-24 Completed)**

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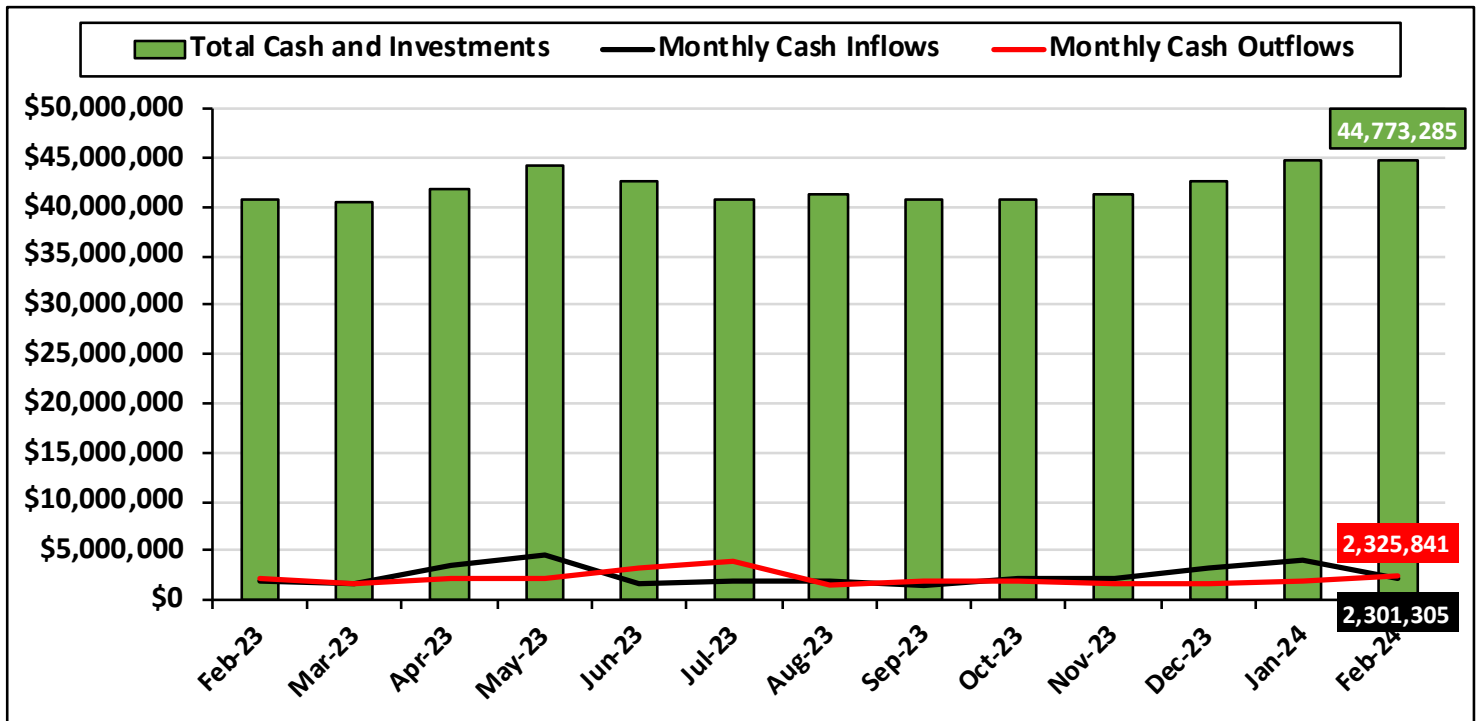
Monthly Activity and Balances	2
Cash Balance by Fund	3

Budget-to-Actual Report

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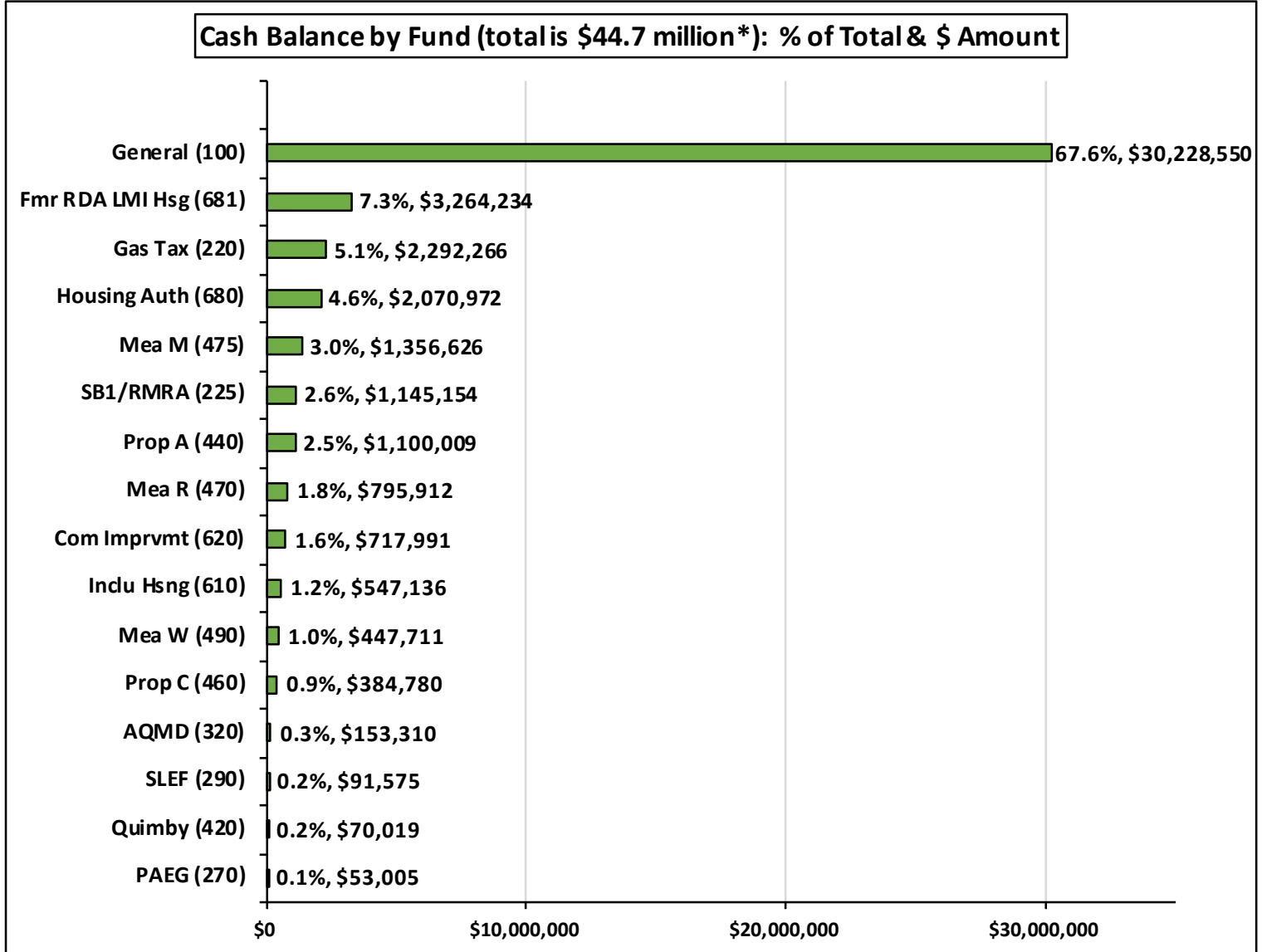
CITY OF DUARTE
Treasury Report - Monthly Activity & Balances
Month Ended February 29, 2024

MONTHLY ACTIVITY			
	Bank*	LAIF*	Total
Beginning Balance (2/01/2024)	\$4,372,124	\$40,425,697	\$44,797,822
Cash Inflows			
Receipts	\$2,301,305	\$0	\$2,301,305
Transfers In	\$0	\$0	\$0
Total Cash Inflows	\$2,301,305	\$0	\$2,301,305
Cash Outflows			
Disbursements	\$2,325,841	\$0	\$2,325,841
Transfers Out	\$0	\$0	\$0
Total Cash Outflows	\$2,325,841	\$0	\$2,325,841
Net Activity	(\$24,537)	\$0	(\$24,537)
Ending Balance (2/29/2024)	\$4,347,588	\$40,425,697	\$44,773,285



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

CITY OF DUARTE
Treasury Report - Cash Balance by Fund
Month Ended February 29, 2024

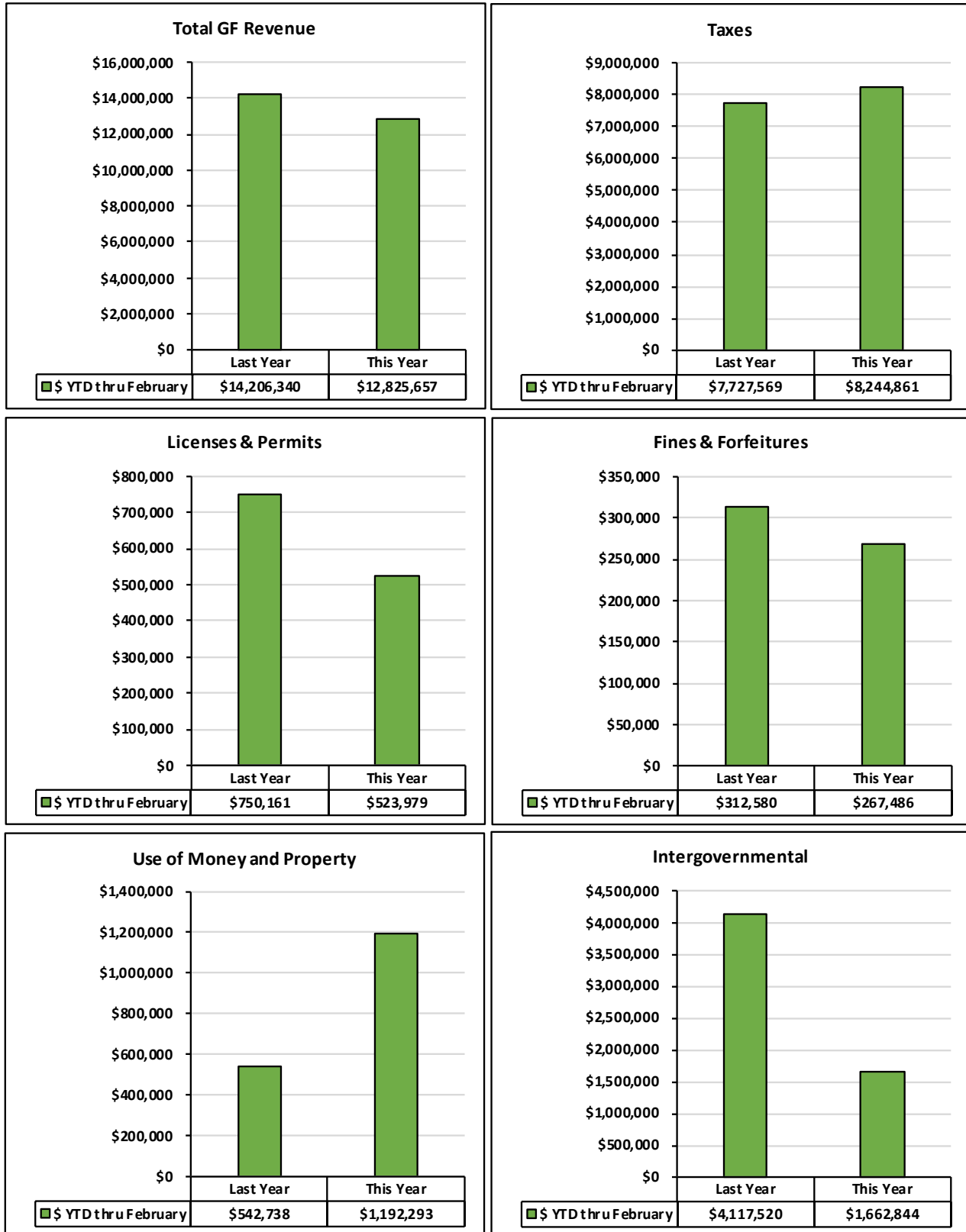


*Source: City of Duarte general ledger. Note that the total cash balance as shown in the City's general ledger is not equal to the combined ending "Bank" and "LAIF" balances shown on the previous page. Because certain transactions are reflected at different times in the general ledger as compared to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

**Funds with zero or negative cash balances are not shown above. Those with negative balances are offset against the General Fund cash balance.

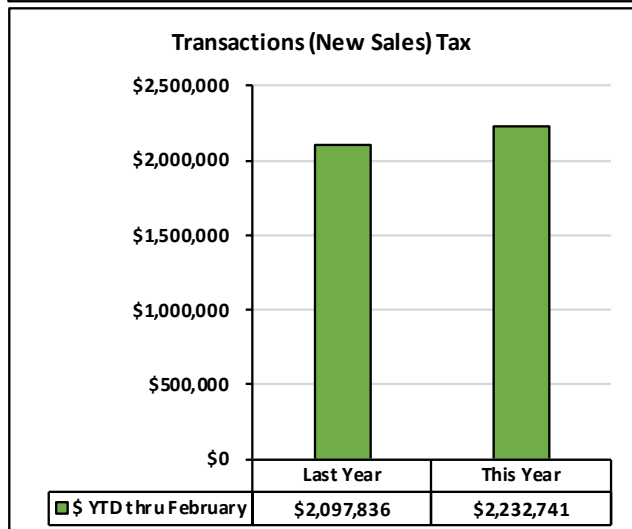
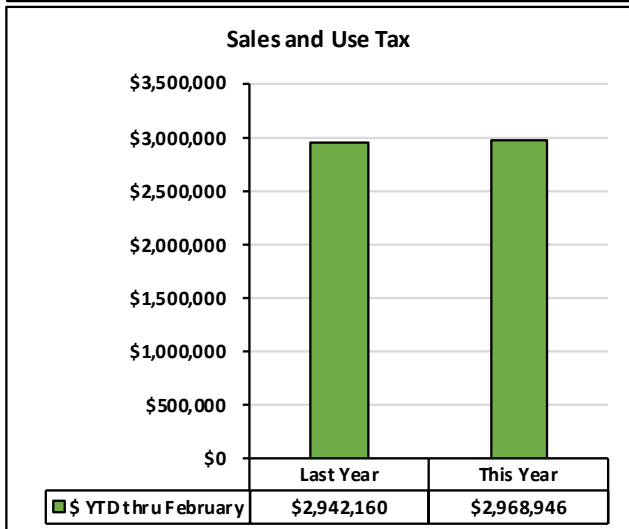
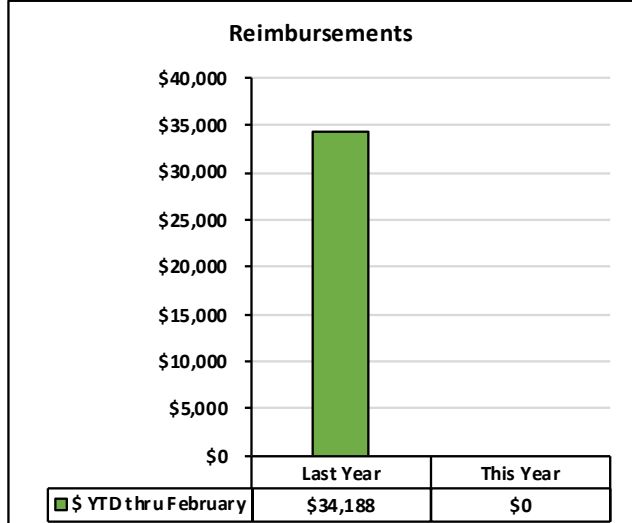
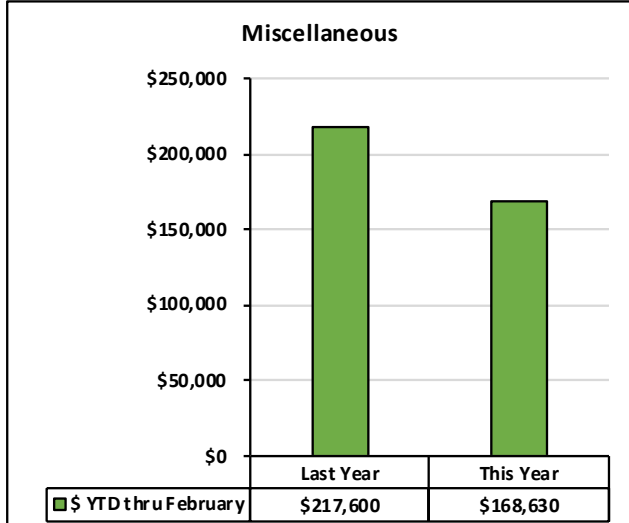
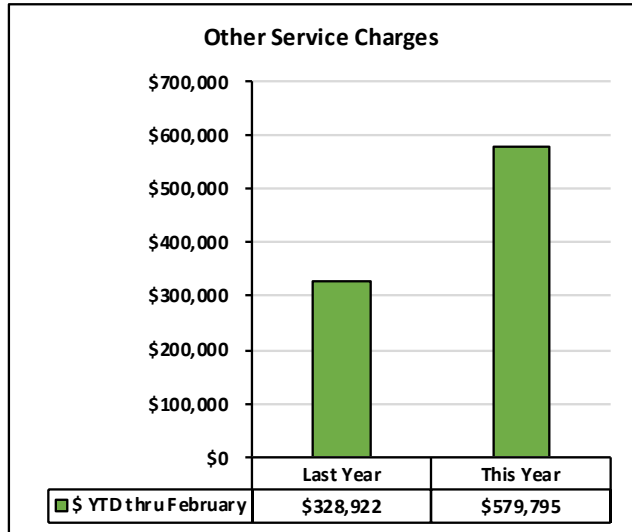
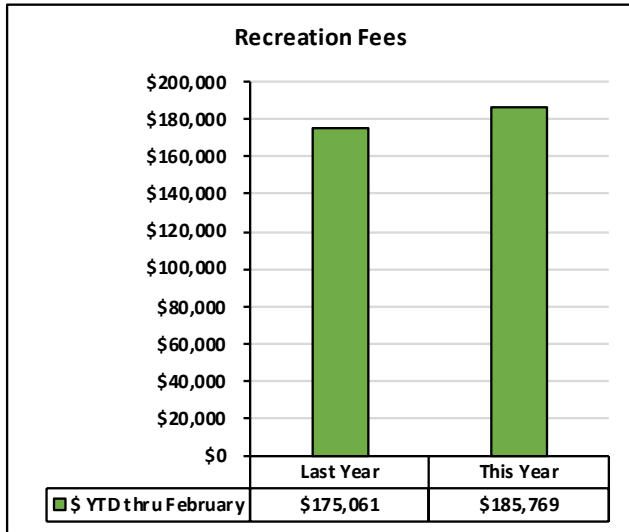
CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2023-24 Year-to-Date Through February versus Prior Year



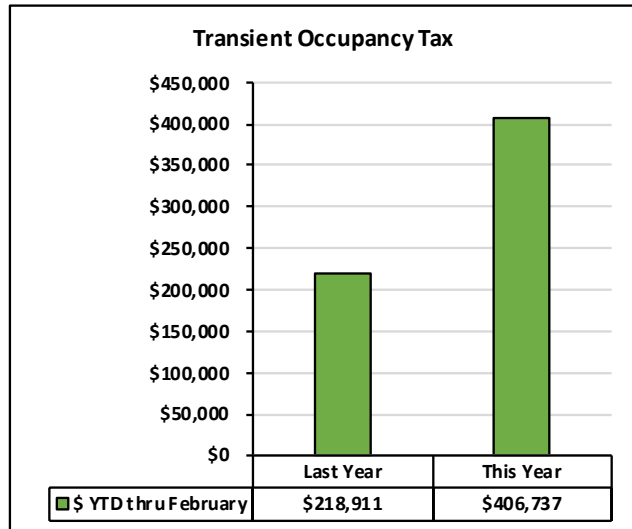
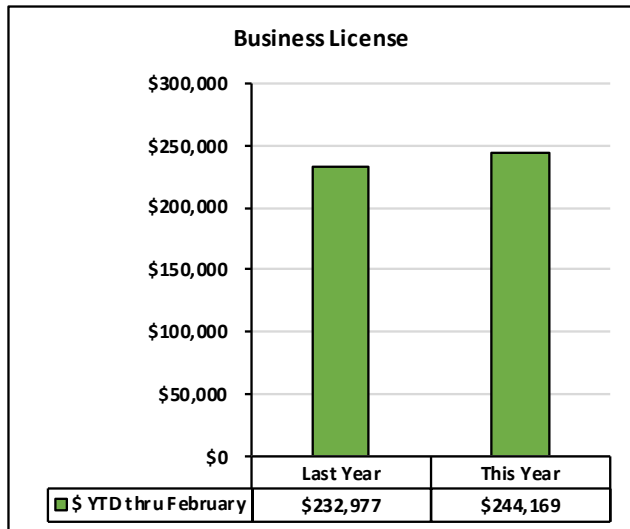
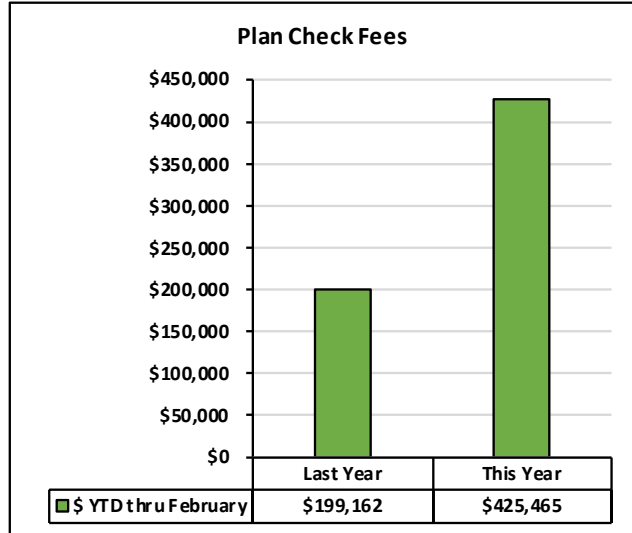
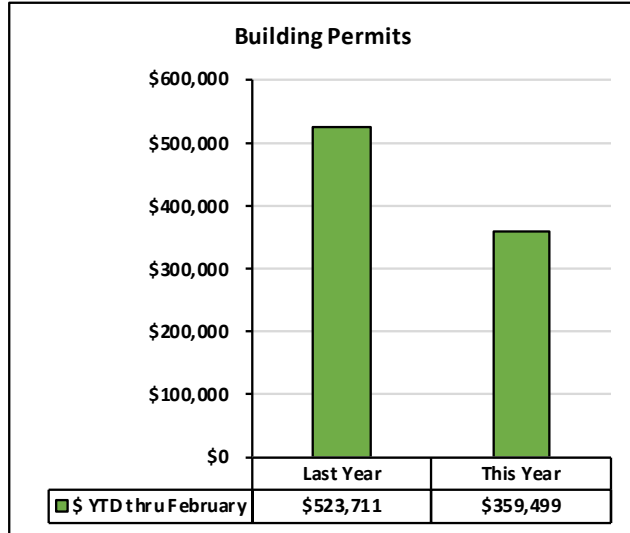
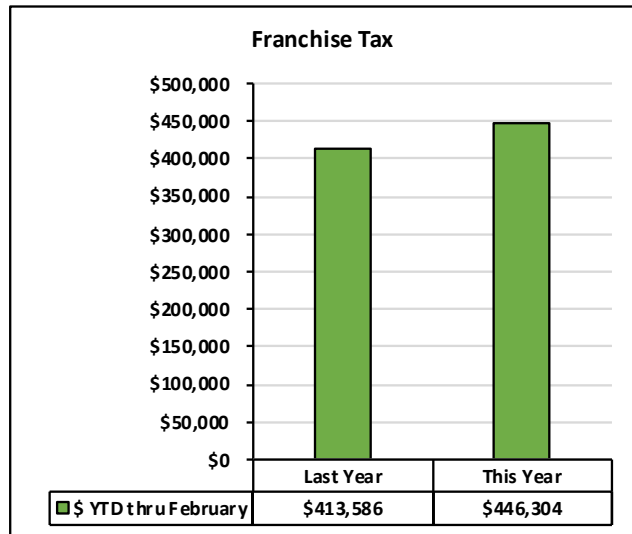
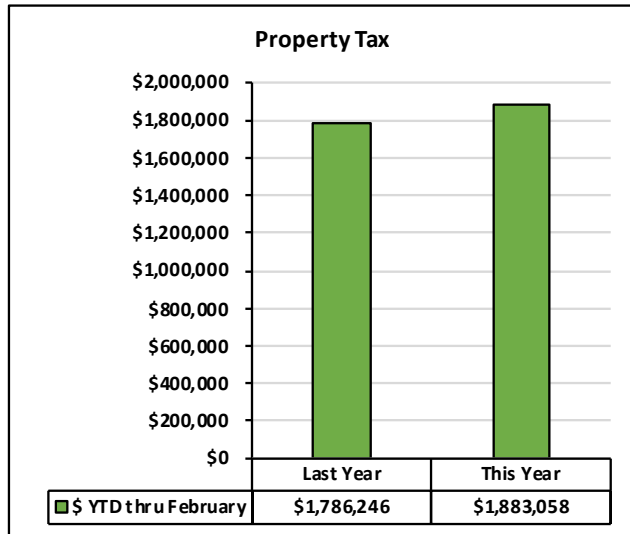
CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2023-24 Year-to-Date Through February versus Prior Year



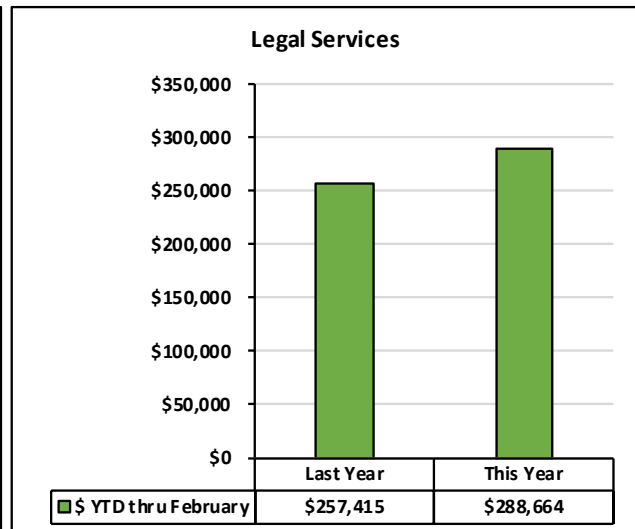
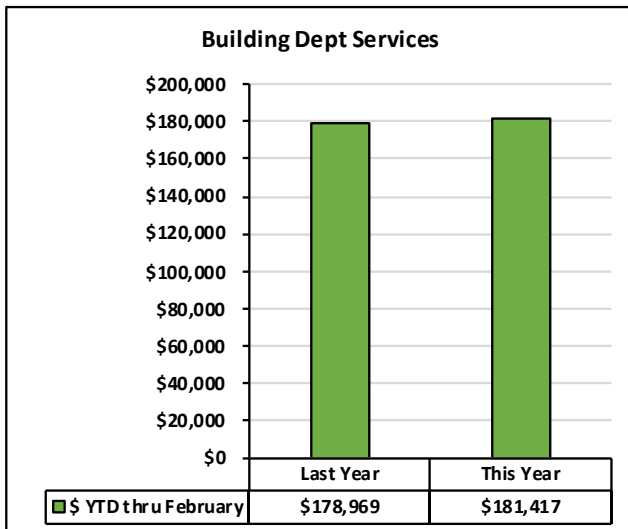
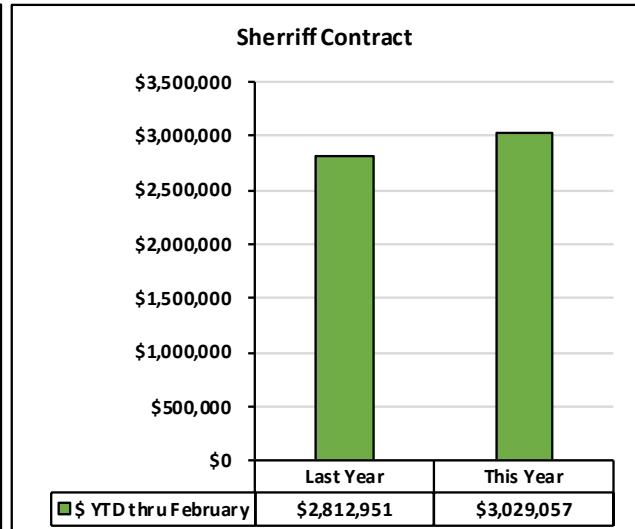
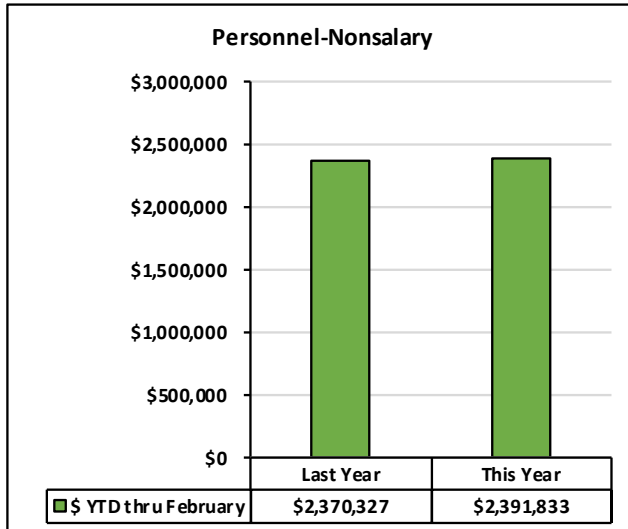
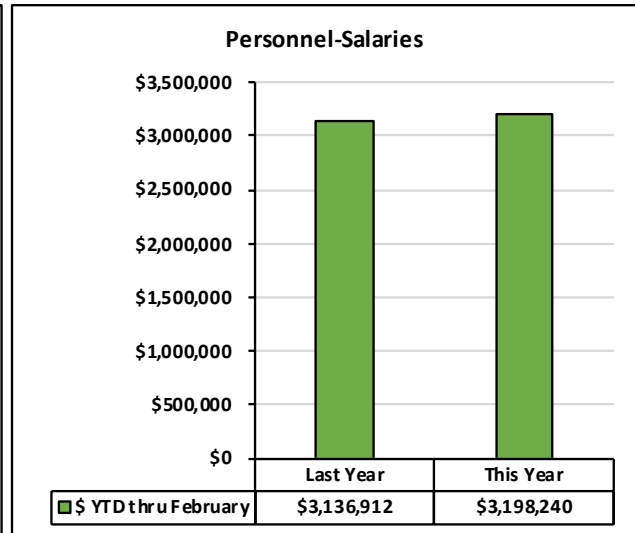
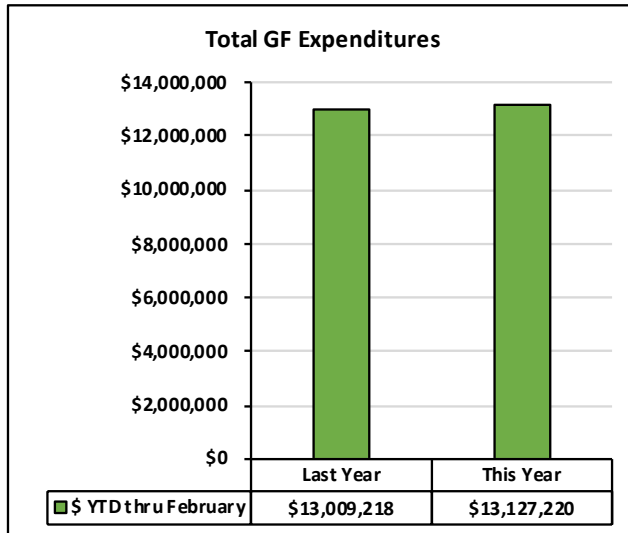
CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2023-24 Year-to-Date Through February versus Prior Year



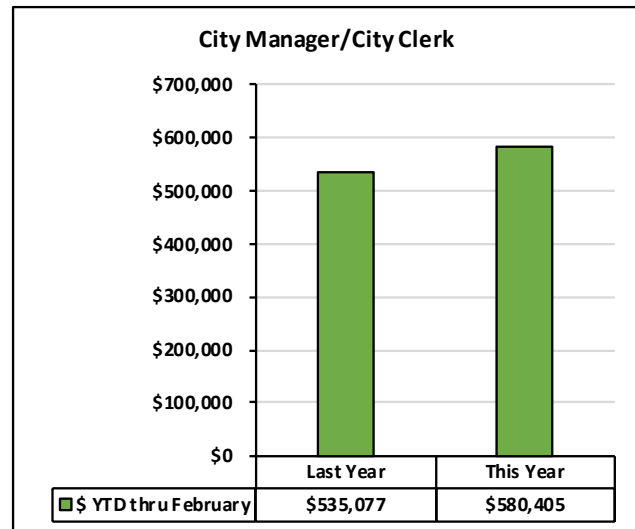
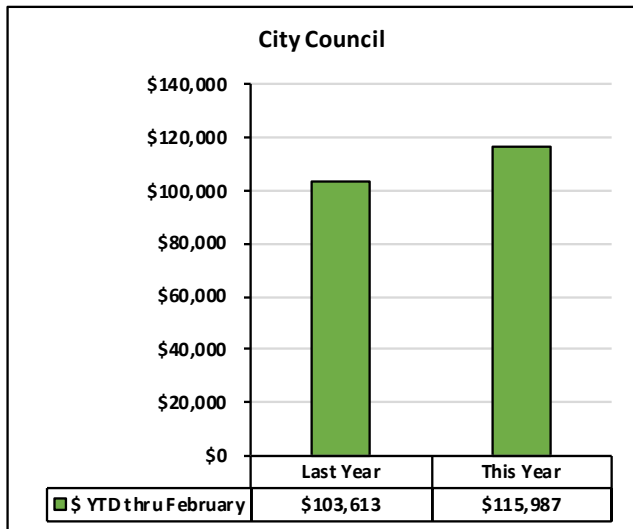
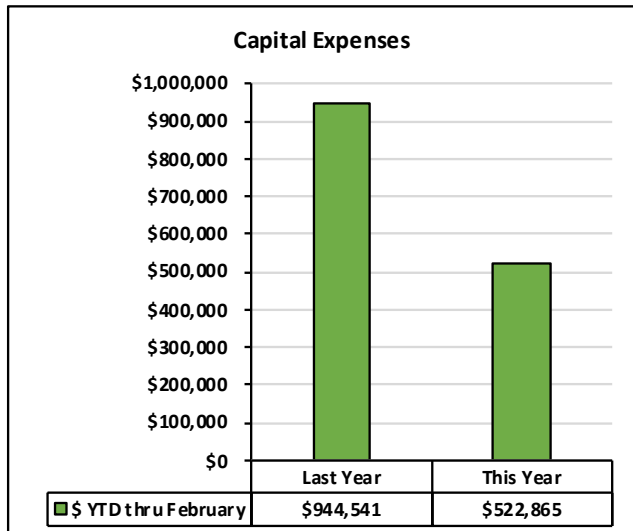
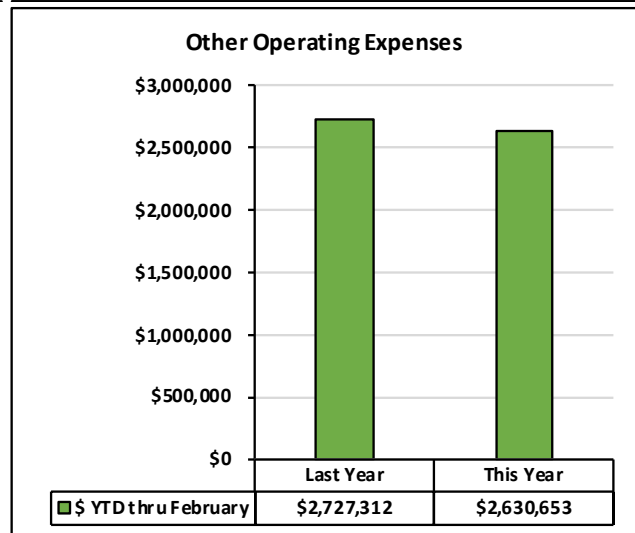
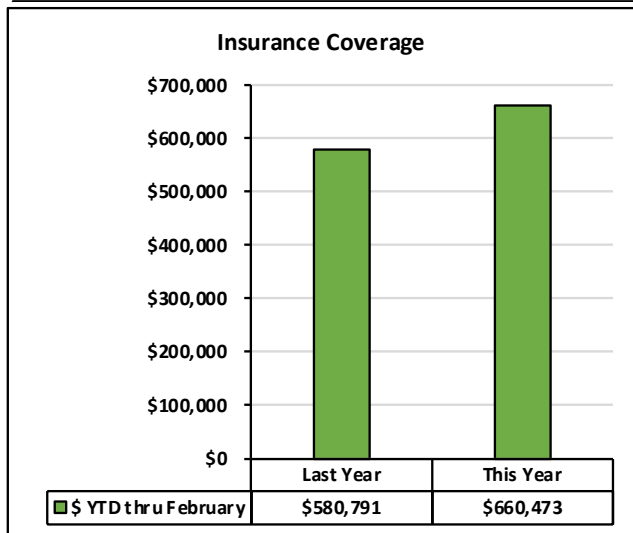
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2023-24 Year-to-Date Through February versus Prior Year



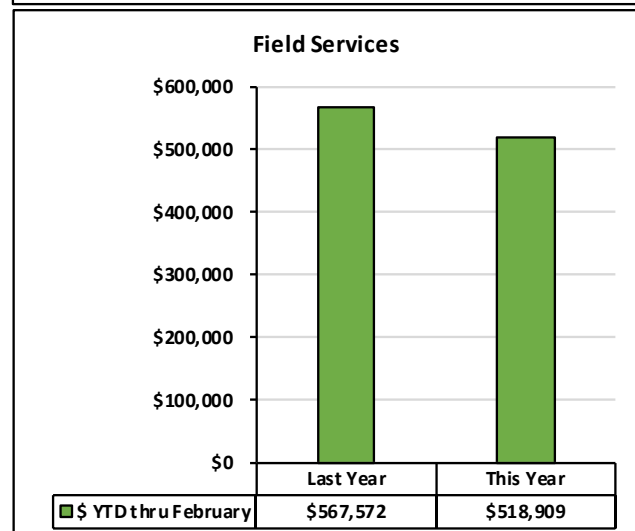
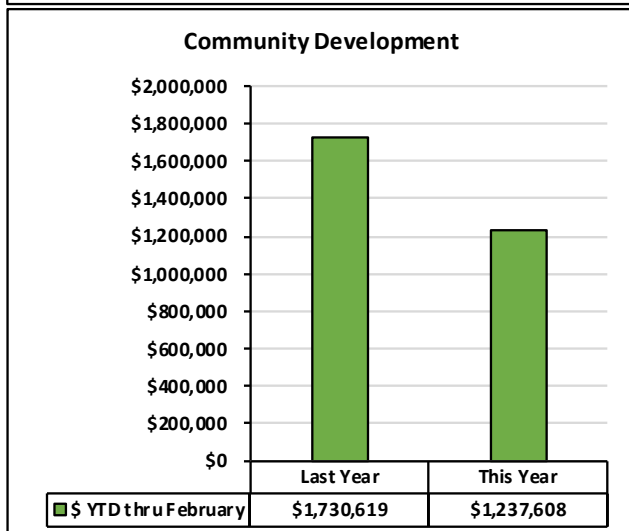
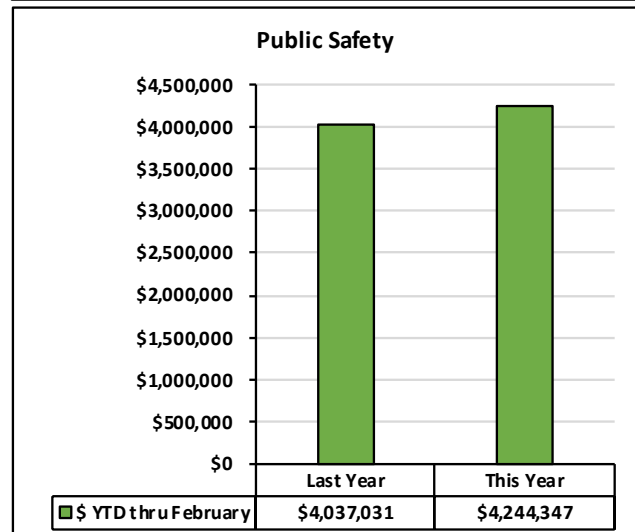
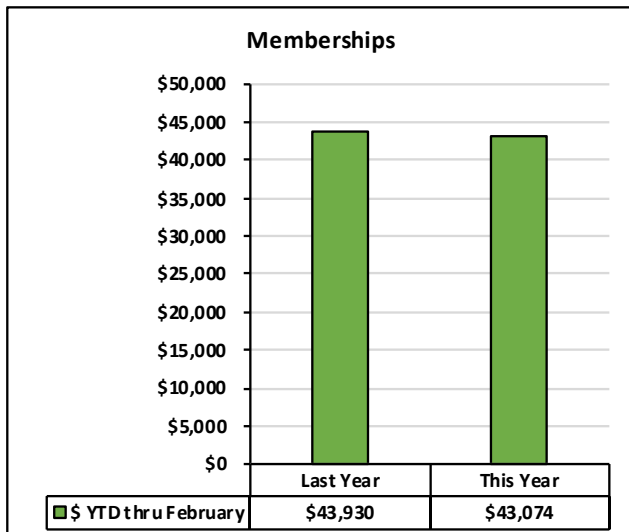
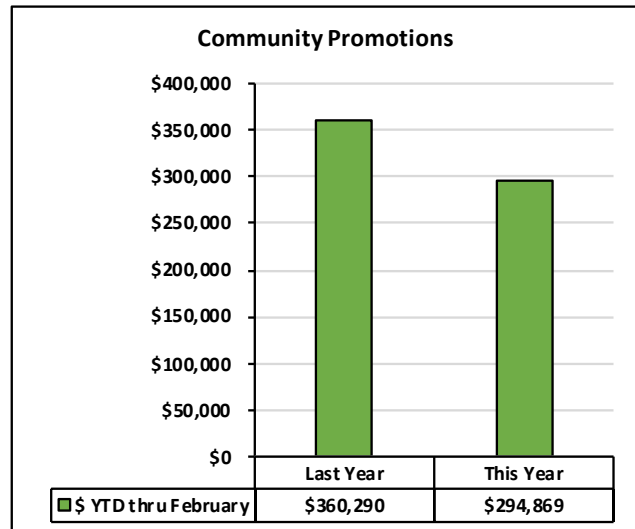
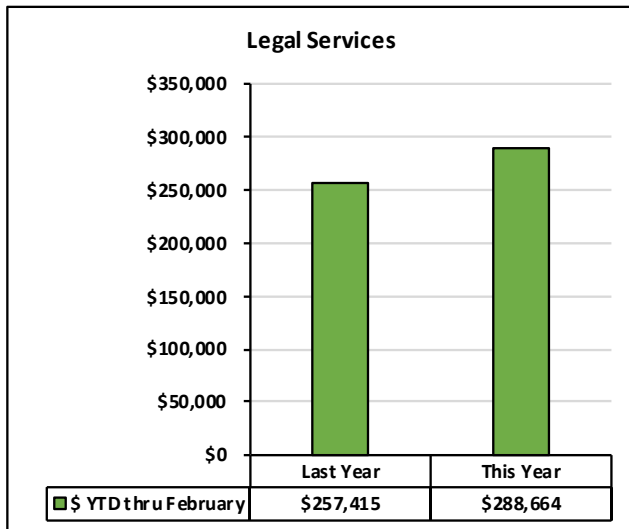
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2023-24 Year-to-Date Through February versus Prior Year



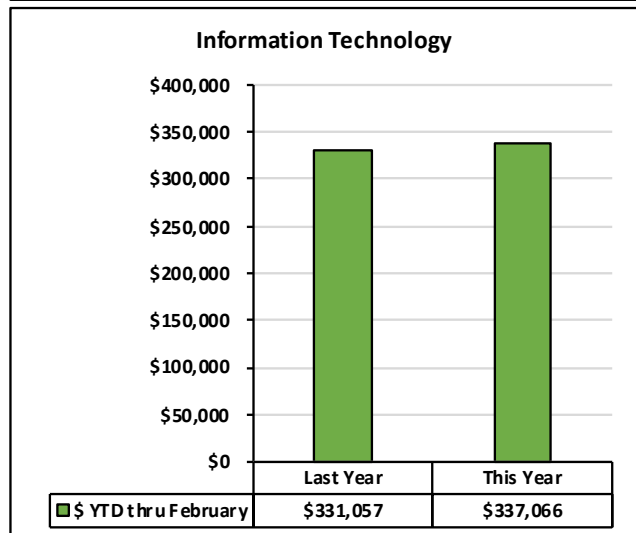
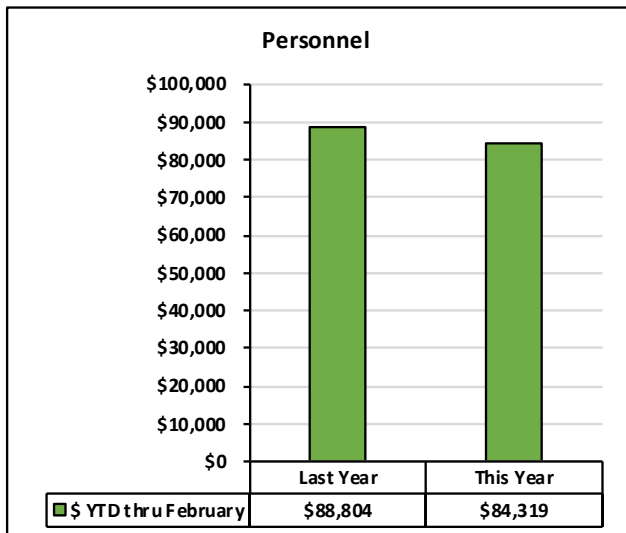
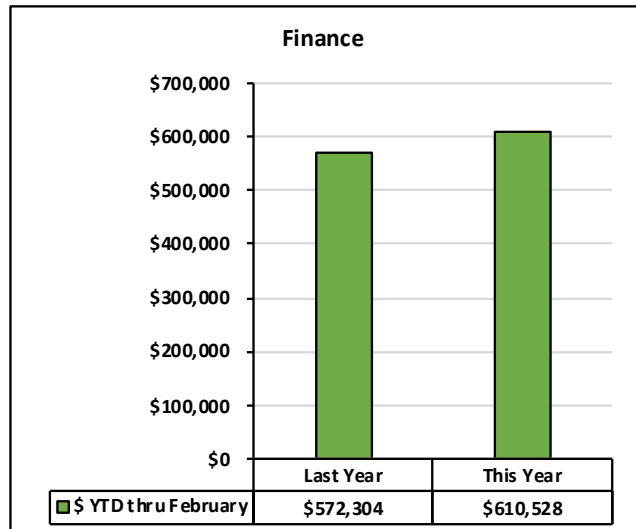
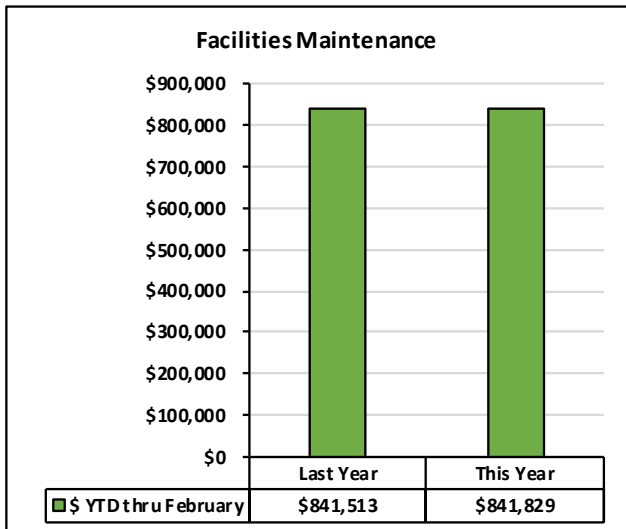
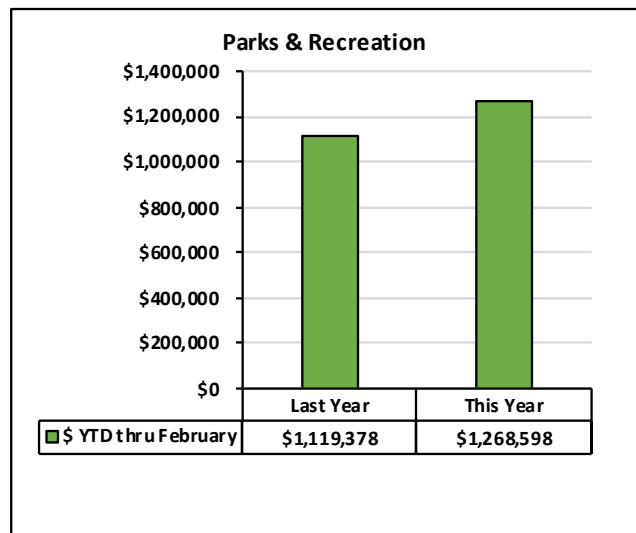
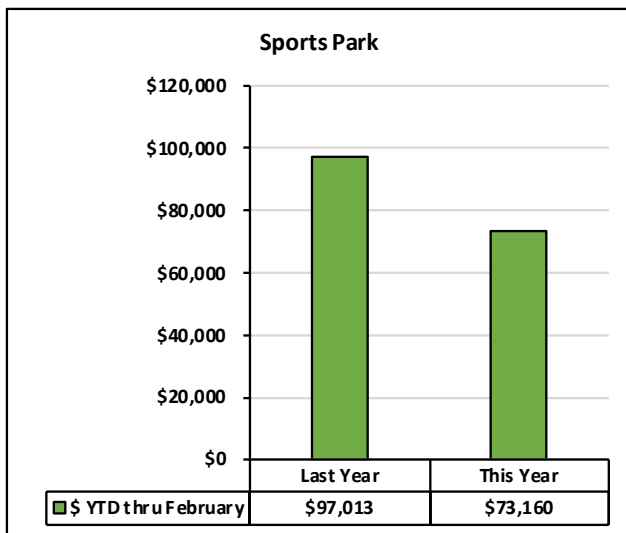
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2023-24 Year-to-Date Through February versus Prior Year



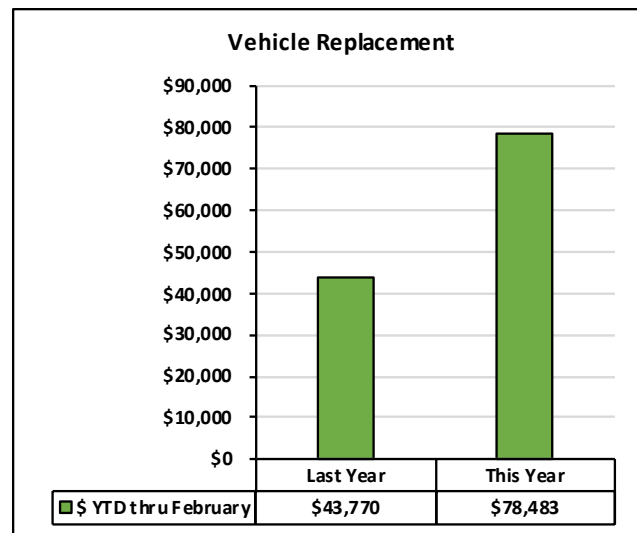
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2023-24 Year-to-Date Through February versus Prior Year



CITY OF DUARTE

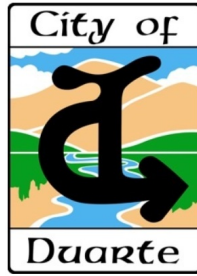
General Fund Expenditures by Category & Division *FY 2023-24 Year-to-Date Through February versus Prior Year*



CITY OF DUARTE

Total Revenue, Expenditures, Transfers, and Year-to-Date Surplus/(Deficit) by Fund FY 2023-24 Year-to-Date Through February

Fund #	Fund Name	Beginning Fund Balance	Revenue	Transfers In	Expenditures	Transfers Out	Surplus / (Deficit)	Ending Fund Balance
100	General	31,805,212	12,825,657	0	12,903,201	224,019	(301,563)	31,503,648
220	Gas Tax	2,149,582	413,423	0	275,749	0	137,675	2,287,257
225	SB1/RMRA	842,668	302,487	0	6,000	0	296,487	1,139,154
240	Lghtng & Lndscpng	67,652	511,717	82,181	818,138	22,828	(247,067)	(179,415)
260	CDBG	0	500	0	4,101	0	(3,601)	(3,601)
270	PAEG	41,268	8,003	0	10,430	0	(2,426)	38,842
290	Supp Law Enfrmnt	0	187,030	0	110,658	0	76,372	76,372
300	Bike & Ped Safety	0	0	0	0	0	0	0
320	Air Quality (AQMD)	150,835	10,528	10,152	14,591	0	6,089	156,924
400	Park Development	(18,808)	3,614	0	73,533	0	(69,919)	(88,727)
420	Quimby	68,861	1,157	0	0	0	1,157	70,019
440	Prop A	948,893	408,786	0	257,671	0	151,115	1,100,009
460	Prop C	260,957	330,360	0	206,722	0	123,638	384,594
470	Mea R	652,248	217,937	0	145,940	0	71,997	724,244
475	Mea M	1,081,960	251,901	0	51,966	0	199,936	1,281,895
490	Mea W	342,985	258,385	0	153,659	0	104,726	447,711
520	Town Cntr Debt Serv	0	0	0	0	0	0	0
521	Infra Mod Debt Srv	0	0	220,837	220,837	0	0	0
610	Inclusionary Hsng	538,092	9,044	0	0	0	9,044	547,136
620	Community Impr	811,851	24,314	0	344,070	0	(319,756)	492,094
625	STPL	0	0	0	0	0	0	0
680	Housing Auth	2,042,652	34,276	0	16,603	0	17,672	2,060,324
681	Fmr RDA L/M Hsg	4,100,079	54,028	0	8,120	0	45,908	4,145,987
Total - All Funds		45,886,986	15,853,147	313,170	15,621,988	246,847	297,483	46,184,469



ITEM: 11.F

Receive and File the Public Safety Department Update

Recommended Action:

Receive and file the Public Safety Department update.

Attachments:

[8.C - Public Safety Department April 2024.pdf](#)



**PUBLIC SAFETY
STATUS REPORT
April 2024**



PROJECT/PROGRAM	STATUS
L.A. COUNTY SHERIFF'S DEPARTMENT	
1. Part 1 Crimes	While it's true that Part 1 crimes have seen an increase of 8.82% compared to this same time period last year, it's important to highlight the positive trend over the past five years, where there's been a significant reduction of 15.91%. This shows that despite recent challenges, we've made considerable progress in crime prevention and community safety. Particularly, Grand Theft Autos and Robberies stand out as key metrics within Part 1 crimes, signaling areas where focused efforts can sustain our positive trajectory. During this reporting period, two unfortunate incidents occurred: the robbery of the retail store 7-11 at 1802 Huntington Drive and the robbery of the Duarte Liquor store at 1302 Duarte Road, both involving armed individuals. However, I'm relieved to inform you that the individuals responsible for these robberies have been apprehended in the city of El Monte. Additionally, there was an overnight break-in at the retail cookie store Crumble, situated at 1014 Huntington Drive. However, a potential suspect associated with this burglary and several other Crumble store break-ins has been detained. Furthermore, last month, an Assault with a Deadly Weapon took place on the 1100 block of Huntington Drive. I'm pleased to report that diligent police efforts resulted in the apprehension of the suspect during this reporting period.
2. Special Assignment Team	Our Special Assignment team diligently investigates a wide range of crimes, and during this reporting period, their focus was on an Assault with a Deadly Weapon incident that occurred on the 1100 block of Huntington Drive. I'm thrilled to share that their relentless efforts have paid off, leading to the successful apprehension of the suspect. This arrest not only brings a sense of justice to the community but also demonstrates the effectiveness of our law enforcement in swiftly addressing and resolving serious offenses. We commend the dedication and professionalism of our deputies in ensuring the safety and security of our neighborhoods. Utilizing the additional resources generously provided by the LA County Sheriff's Department, we organized a Retail Theft Operation in partnership with the Major Crimes division. This collaborative effort resulted in the successful apprehension of two individuals caught shoplifting from our

PROJECT/PROGRAM	STATUS
	retail store, Target. This achievement not only underscores the effectiveness of interagency cooperation but also sends a strong message that retail theft will not be tolerated in our community. By working together, we're actively safeguarding the interests of both businesses and consumers, fostering a safer and more secure retail environment for everyone. Our Special Assignment team, in collaboration with our Homeless Outreach team, conducted a targeted operation in the Buena Vista and Duarte Road area to enforce the city's ordinance on trespassing, while also offering assistance to those in need and willing to accept services. This operation successfully cleared several individuals who had been regularly occupying the area, all without any incidents or arrests. It's a testament to our commitment to both upholding regulations and providing support to vulnerable individuals in our community.
3. Neighborhood Watch	Our committed team of Public Safety Staff and Deputies actively participated in the Skate event, distributing helmets and engaging with the community. Furthermore, we were honored to attend the inaugural Autism Event, providing children with sensory items. This proactive engagement exemplifies our commitment to community policing, fostering positive relationships, and enhancing trust between law enforcement and the community we serve.
MEASURE H and OUTREACH COORDINATION	
1. Outreach Coordinator	Tony Hadloc, the Outreach Coordinator, has been serving in this position since August 2018. According to his unofficial homeless count for the month, there are 27 individuals experiencing homelessness. Over the course of this month, Tony Hadloc has had 121 interactions with individuals facing homelessness, providing them with essential services and information regarding Duarte Regulations. Emily Lepone, our dedicated Code Enforcement Officer, assumed her role on October 3, 2022. Since then, she has been diligently overseeing the enforcement of regulations related to outdoor camps, shopping carts, park rules, public right-of-way violations, and addressing nuisances within both our commercial establishments and residential areas. Her proactive initiatives have yielded significant results, including the protection of vacant businesses and their utilities, as well as safeguarding occupied businesses from utility theft. Her current focal point revolves around the Duarte LA County Library, Duarte Teen Center, Big Lots shopping center and CarMax.

PROJECT/PROGRAM	STATUS
	In our monthly success story, we highlight the journey of a chronic homeless resident who found a new beginning with the support of LACADA and the COG Grant. Thanks to their assistance, he secured housing in Long Beach, with the COG Grant covering his security deposit and initial rent. Alongside ongoing counseling and support from LACADA, he made a stop at a food bank during his transition. Now, he's on the path to stability, receiving help to apply for Social Security benefits as he transitions from General Relief. This success underscores the impactful collaboration between community organizations and grants in transforming lives for the better.
2. L.A. CADA	The L.A. CADA High Acuity Team, dedicated to assisting individuals experiencing homelessness for over a year, commenced their operations in the City of Duarte on August 2, 2022. During this reporting period the high acuity team engaged 13 individuals of which 2 were first-time encounters, 11 follow up with 1 individual refusing supportive services. The primary areas with the highest number of encounters were identified as Duarte Park, and Andres Duarte Plaza. Similarly, the L.A. CADA Supplemental Program, focused on individuals who are recently homeless or at risk of homelessness, began their work in the City on Thursday, September 22, 2022. During this reporting period the supplemental team engaged 25 individuals of which 7 were first-time encounters, 18 follow-ups with 0 individuals refusing supportive services. The primary areas with the highest number of encounters were identified as Duarte Library and AP Donuts.
3. 2023 LAHSA Official Homeless Count	Duarte – 26 in 2023 (11 in 2022) Monrovia – 76 in 2022 Arcadia – 174 in 2022 Irwindale – 213 in 2022 Azusa – 220 in 2022 The Homeless Count for Duarte was conducted on January 23, 2024. Preliminary analysis is underway before official results are published. Unofficial raw data suggests a total count of 21 individuals experiencing homelessness.
EMERGENCY PREPAREDNESS	
1. Emergency Operations Center (EOC)	We are thrilled to share the news of our partnership with LA County Fire to bring an in-person CERT Class to our community. The scheduled dates are as follows: Friday, September 13, from 5 PM to 9 PM, and Saturday and Sunday, September 14/15, from 8 AM to 5 PM, providing an extensive 3-day intensive course.

PROJECT/PROGRAM	STATUS
	CERT (Community Emergency Response Team) is a vital program that empowers individuals to respond effectively during emergencies and disasters. By equipping participants with essential skills in first aid, search and rescue, and disaster response coordination, CERT plays a crucial role in enhancing community resilience and preparedness. Hosting this class will not only educate and empower individuals but also contribute significantly to the safety and well-being of our community during times of crisis.

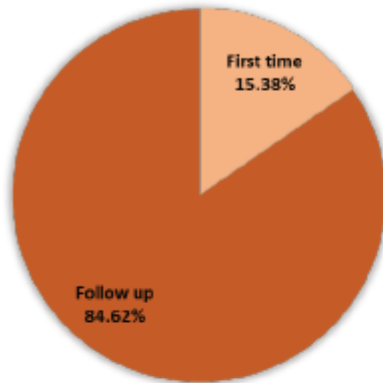


APRIL 2024



DUARTE

HIGH ACUITY MARCH REPORT



STATS OVER THE PAST MONTH

According to our data collected on 3/01/2024 to 3/31/2024, we made **13 engagements of which 2 were first-time engagements, 11 follow up engagements with 1 engagements refusing supportive services.**

HIGHLIGHT

- Team linked 1 individual to food pantry services at Shepherd's Pantry.
- Team linked 1 individual to interim housing at Soul Housing.
- Team linked 1 individual to permanent housing at Joyful Solutions.

FUTURE GOALS

- Continue to prioritize HMIS enrollment, data entry and conduct required assessments.

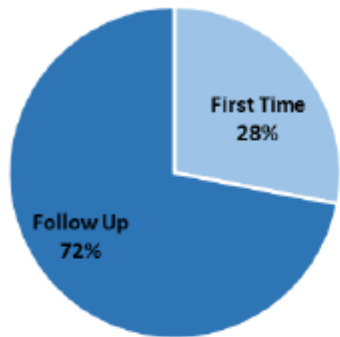
■ First time ■ Follow up



Locations with the highest amount of encounters this month:

**DUARTE
PARK**

**HISTORIC
PLAZA DUARTE**



STATS OVER THE PAST MONTH

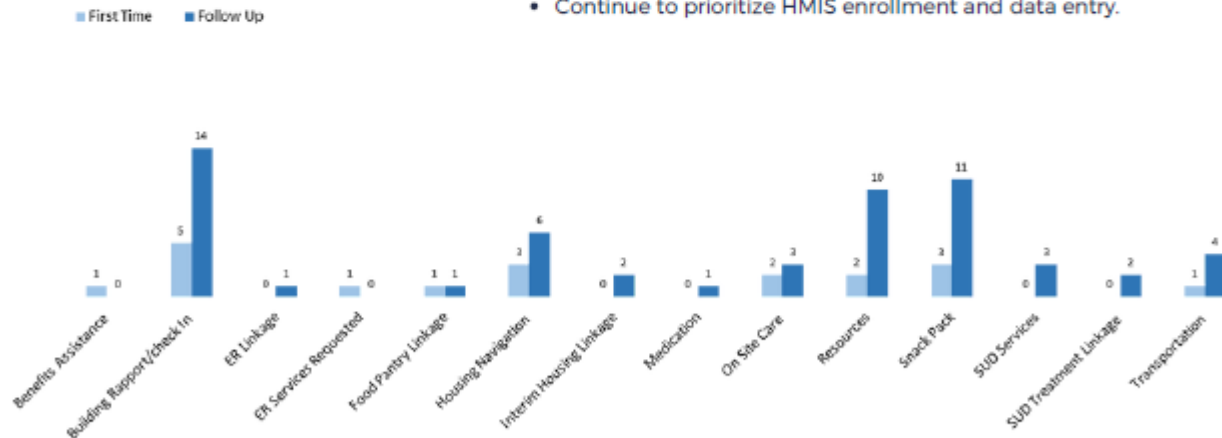
According to our data collected on 3/01/2024 to 3/31/2024, we made **25 engagements** of which **7 were first-time engagements**, **18 follow up engagements** with **0 engagements refusing supportive services**.

HIGHLIGHT

- Team linked 2 individuals to Food Pantry services located at Shepherd's Pantry.
- Team linked 2 individuals to Interim Housing services located at Soul Housing.
- Team linked 2 individuals to SUD Treatment services located at Exodus Sobering Center and Tarzana Treatment Center.

FUTURE GOALS

- Focus outreach efforts with individuals that are proactively working towards their housing plans.
- Continue to prioritize HMIS enrollment and data entry.



Locations with the highest amount of encounters this month:

**DUARTE
LIBRARY**

**A & P
DONUTS**



ITEM: 11.G

2023 Housing Element Annual Progress Report

Recommended Action:

Approve the report for filing with California Department of Housing and Community Development.

Attachments:

[11.G - Staff Report - 2023 Housing Element Annual Progress Report.pdf](#)



AGENDA REPORT

MEETING DATE: April 23, 2024

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Jason Golding, Planning Manager

SUBJECT: 2023 Housing Element Annual Progress Report

RECOMMENDATION: Approve the report for filing with California Department of Housing and Community Development

FISCAL IMPACT: No Impact

BACKGROUND

Government Code Section 65400 requires that the City provide the State Department of Housing and Community Development (HCD) an annual reporting of its progress on implementation of the Housing Element. The City Council adopted the 2021-2029 (6th Cycle) Housing Element on January 11, 2022, which was one of the first to be approved by the State in the LA Metro area. The attached report measures the Element's progress in the production of residential units. The report outlines City progress towards its regional housing needs by income category on an annual basis over the Regional Housing Need Assessment (RHNA) planning period and progress towards implementation of Housing Element programs. The City's 6th cycle RHNA number is 888 units. HCD requires that the City Council approve submittal of the annual report.

Staff has contacted HCD, provided them a draft version of the City's annual report and informed them a final report will be provided upon Council's approval.

DISCUSSION/ANALYSIS

In 2023, the City continued making considerable progress in implementing our Housing Element. Twenty (20) residential units were permitted, comprised entirely of accessory dwelling units (ADU's). All ADU's were able to be counted towards the City's goal of providing affordable housing, with three (3) units at the "very low" income level, 10 units at the "low income" level, and seven (7) units at the "moderate" level. Last year, development applications for 31 units were submitted and 27 residential units were entitled – all of these projects were ADU's. 359 units were completed last year, which account for the opening of the Esperanza apartment project (344-units) and the remainder as ADU's. One (1) residential unit was demolished.

The Housing Element also contains 25 programs to assist in the development of housing, as shown on Table D of the attached Annual Progress Report. The City continued to implement these programs and completed several tasks.

The Community Development Department anticipates significant progress in the 2024 annual report, including:

Completion – Solana at Duarte Station residential apartment project (292 units)

Anticipated Construction – 928 Huntington multiple-family development (16 units) and 1401 Santo Domingo condominium project (20 units).

ADU's – As of April 1st 2024, eight (8) ADU applications have been submitted, and eight (8) have been approved. We estimate 20-30 ADU units will be completed in 2024.

RECOMMENDATION

Approve the report for filing with California Department of Housing and Community Development

FISCAL IMPACT

No Impact.

ATTACHMENTS

Attachment A: 2023 Housing Element – Annual Progress Report

Jurisdiction	Duarte	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	10/15/2021 - 10/15/2029

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	3
Low	Deed Restricted	0
	Non-Deed Restricted	10
Moderate	Deed Restricted	0
	Non-Deed Restricted	7
Above Moderate		0
Total Units		20

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

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	0
Single-family Detached	0	0	0
2 to 4 units per structure	0	0	0
5+ units per structure	0	0	344
Accessory Dwelling Unit	27	20	15
Mobile/Manufactured Home	0	0	0
Total	27	20	359

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	18	20
Not Indicated as Infill	0	0

Housing Applications Summary	
Total Housing Applications Submitted:	31
Number of Proposed Units in All Applications Received:	31
Total Housing Units Approved:	28
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions - Applications	
Number of SB 35 Streamlining Applications	0
Number of SB 35 Streamlining Applications Approved	0

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

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 35 (2017)	0	0

Ministerial and Discretionary Applications	# of Applications	Units
Ministerial	31	31
Discretionary	0	0

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	25
Sites Rezoned to Accommodate the RHNA	0

Jurisdiction	Duarte
Reporting Year	2023 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A

Housing Development Applications Submitted

Project Identifier				Unit Types			Date	Proposed Units - Affordability by Household Incomes										Total	Total	Streamlining	Density Bonus L
1				2	3	4	5										6	7	8	9	10
Prior APN*	Current APN	Street Address	Project Name *	Local Jurisdiction Tracking ID	Unit Category (SFA, SPD, 2 to 4.5+ ADU, MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select streamlining provisions the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?		
Summary Row: Start Data Entry Below				2023-161	ADU	R	1/18/23	0	5	0	16	0	10	0	31	28	0				
	8604-002-035	928 Crestfield 1650		2023-390	ADU	R	1/18/23				1				1	1		NONE	No		
	8528-008-059	Duncannon		2023-070	ADU	R	1/26/23		1						1	1		NONE	No		
	8604-014-023	2508 Maynard		SPDR 23-05	ADU	R	2/1/23				1				1	1		NONE	No		
	8530-017-037	1526 3rd		2023-203	ADU	R	2/21/23				1				1	1		NONE	No		
	8531-017-020	1818 Mountain		2023-110	ADU	R	2/21/23		1						1	1		NONE	No		
	8529-008-002	1017 Chimes		2023-287	ADU	R	2/22/23				1				1	1		NONE	No		
	8528-009-047	1480 Three Ranch		SPDR 23-09	ADU	R	3/1/23							1	1	1		NONE	No		
	8531-024-015	2043 Park Rose		2023-277	ADU	R	3/15/23		1					1	1	1		NONE	No		
	8610-014-052	3355 Fish Canyon		2023-279	ADU	R	3/20/23							1	1	1		NONE	No		
	8604-015-034	2528 Bloomdale		2023-196	ADU	R	4/17/23		1						1	1		NONE	No		
	8528-003-031	1546 Shepherd		2023-269	ADU	R	4/18/23				1				1	1		NONE	No		
	8527-013-014	2239 Golden Meadow		SPDR 23-16	ADU	R	4/18/23							1	1			NONE	No		
	8531-008-004	2055 Starhaven		SPDR 23-18	ADU	R	5/4/23				1				1	1		NONE	No		
	8604-002-049	917 Crestfield		2023-294	ADU	R	5/18/23						1		1	1		NONE	No		
	8531-029-010	2344 Mountain		2023-307	ADU	R	5/30/23		1						1	1		NONE	No		
	8610-021-033	3541 Conata		2023-308	ADU	R	6/1/23							1	1	1		NONE	No		
	8531-001-016	1924 Earlington		2023-398	ADU	R	6/12/23							1	1	1		NONE	No		
	8528-004-020	1214 Three Ranch		SPDR 23-25	ADU	R	6/22/23							1	1			NONE	No		
	8529-016-059	1303 Fairlee		SPDR 23-27	ADU	R	6/29/23				1				1	1		NONE	No		
	8531-010-013	1829 Broadland		2023-361	ADU	R	7/12/23				1				1	1		NONE	No		
	8528-006-038	1614 Buena Vista		2023-537	ADU	R	9/18/23				1				1	1		NONE	No		
	8530-018-051	1419 Maynard		2023-451	ADU	R	9/20/23						1		1	1		NONE	No		
	8529-005-039	831 Random		SPDR 23-35	ADU	R	9/28/23				1				1	1		NONE	No		
	8528-006-047	1646 Brightside		2023-544	ADU	R	10/25/23				1				1	1		NONE	No		
	8531-021-022	808 Lewiston		2023-548	ADU	R	11/13/23				1				1	1		NONE	No		
	8602-013-004	3070 Fish Canyon		2024-003	ADU	R	11/28/23						1		1	1		NONE	No		
	8602-007-019	2553 Elda		SPDR 23-41	ADU	R	12/4/23				1				1	1		NONE	No		
	8610-015-003	3415 Markwood		SPDR 23-43	ADU	R	12/21/23				1				1	1		NONE	No		
	8604-011-012	2557 Maynard		2022-246	ADU	R	1/23/23				1				1	1		NONE	No		
	8604-016-021	2530 Millbrae		2023-363	ADU	R	5/10/23				1				1	1		NONE	No		

Table A2																
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																
Project Identifier					Unit Types			Affordability by Household Incomes - Completed Entitlement								
1					2	3	4								5	6
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	
Summary Row: Start Data Entry Below					2022-507	ADU	R	0	5	0	14	0	8	0	27	
	8602-010-015	330 Tochino		2022-095	ADU	R									0	
	8531-028-004	2220 Broach		2022-095	ADU	R								2/23/23	0	
	8531-017-020	1818 Mountain		2023-203	ADU	R			1					5/8/23	1	
	8531-009-006	1910 Capehart		SPDR 23-09	ADU	R						1		6/20/23	1	
	8531-029-010	2344 Mountain		2023-307	ADU	R		1						5/24/23	1	
	8528-003-031	1546 Shepherd		2023-269	ADU	R				1				7/5/23	1	
	8528-008-059	1650 Duncannon		2023-390	ADU	R								2/21/23	1	
	8604-014-023	2508 Maynard		SPDR 23-04	ADU	R		1						4/26/23	2	
	8528-002-051	1637 Broadland		2023-190	ADU	R				2					0	
	8604-004-030	801 Crestfield		2022-599	ADU	R									0	
	8610-008-041	3313 Elda		2022-428	ADU	R								6/7/23	0	
	8604-002-049	917 Crestfield		2023-294	ADU	R						1			1	
	8530-010-036	1018 Oak		2022-650	ADU	R									0	
	8529-001-001	1915 Royal Oaks		2022-573	ADU	R									0	
	8531-025-003	2016 Park Rose		2023-059	ADU	R								2/28/23	0	
	8529-008-002	1017 Chimes		2023-110	ADU	R		1						9/27/23	1	
	8531-018-051	1419 Maynard		2023-451	ADU	R						1		8/10/23	1	
	8531-001-016	1924 Earlington		2023-398	ADU	R						1			1	
	8528-011-028	1700 Fasana	Esperanza	2020-178	5+	R									0	
	8531-014-025	1908 Wardell		2023-309	SFD	O									0	
	8604-011-012	2557 Maynard		2022-246	ADU	R			1					1/23/23	1	
	8604-002-035	928 Crestfield		2023-161	ADU	R						1		4/4/23	1	
	8530-017-037	1526 3rd		2023-005	ADU	R				1				4/19/23	1	
	8604-015-034	2528 Bloomdale		2023-196	ADU	R		1						5/1/23	1	
	8604-016-021	2530 Millbrae		2023-363	ADU	R				1				5/10/23	1	
	8610-014-052	3355 Fish Canyon		2023-279	ADU	R						1		5/11/23	1	
	8531-024-015	2043 Park Rose		2023-277	ADU	R		1						6/15/23	1	
	8528-009-047	1480 Three Ranch		2023-287	ADU	R				1				6/21/23	1	
	8610-021-033	3541 Conata		2023-308	ADU	R						1		6/27/23	1	
	8529-016-059	1303 Fairlee		SPDR 23-19	ADU	R				1				7/18/23	1	
	8531-010-013	1829 Broadland		2023-361	ADU	R			1					7/24/23	1	
	8531-021-022	808 Lewiston		2023-548	ADU	R			1					11/20/23	1	
	8528-006-047	1646 Brightside		2023-544	ADU	R				1				12/7/23	1	
	8528-006-038	1614 Buena Vista		2023-537	ADU	R				1				12/14/23	1	
	8602-013-004	3070 Fish Canyon		SPDR 23-40	ADU	R						1		12/20/23	1	
	8531-004-032	1852 Broadland		2020-441	ADU	R									0	
	8531-009-009	1926 Capehart		2021-156	ADU	R									0	
	8531-018-018	845 Lewiston		2021-132	ADU	R									0	
	8531-010-006	1818 Bradbury		2023-203	ADU	R									0	
	8531-013-032	1915 Bradbury		2023-573	ADU	R									0	
	8610-017-037	3343 Tannencrest		2021-493	ADU	R									0	
	8531-013-004	1906 Warrington		2022-046	ADU	R									0	
	8531-025-010	2058 Park Rose		2022-098	ADU	R									0	
	8533-007-037	1336 Asil		2022-512	ADU	R									0	
	8528-003-059	1602 Shepherd		2022-531	ADU	R									0	

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units											
Project Identifier			Affordability by Household Incomes - Building Permits							8	9
Current APN	Street Address	Project Name +	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits Date Issued	# of Units Issued Building Permits
			0	3	0	10	0	7	0		20
8602-010-015	330 Tocino									2/8/23	1
8531-028-004	2220 Broach					1		1		7/17/23	1
8531-017-020	1818 Mountain					1				6/12/23	1
8531-009-006	1910 Capehart						1			8/9/23	1
8531-029-010	2344 Mountain			1						8/21/23	1
8528-003-031	1546 Shepherd					1				8/29/23	1
8528-008-059	1650 Duncannon					1				10/23/23	1
8604-014-023	2508 Maynard			1						11/7/23	1
8528-002-051	1637 Broadland					2				7/5/23	2
8604-004-030	801 Crestfield							1		1/31/23	1
8610-008-041	3313 Elda							1		4/3/23	1
8604-002-049	917 Crestfield							1		8/30/23	1
8530-010-036	1018 Oak					2				1/10/23	2
8529-001-001	1915 Royal Oaks					1				2/28/23	1
8531-025-003	2016 Park Rose					1				4/26/23	1
8529-008-002	1017 Chimes			1						5/1/23	1
8531-018-051	1419 Maynard							1		10/24/23	1
8531-001-016	1924 Earlington							1		11/1/23	1
8528-011-028	1700 Fasana	Esperanza									0
8531-014-025	1908 Wardell										0
8604-011-012	2557 Maynard										0
8604-002-035	928 Crestfield										0
8530-017-037	1526 3rd										0
8604-015-034	2528 Blomdale										0
8604-016-021	2530 Millbrae										0
8610-014-052	3355 Fish Canyon										0
8531-024-015	2043 Park Rose										0
8528-009-047	1480 Three Ranch										0
8610-021-033	3541 Conata										0
8529-016-059	1303 Fairlee										0
8531-010-013	1829 Broadland										0
8531-021-022	808 Lewiston										0
8528-006-047	1646 Brightside										0
8528-006-038	1614 Buena Vista										0
8602-013-004	3070 Fish Canyon										0
8531-004-032	1852 Broadland										0
8531-009-009	1926 Capehart										0
8531-018-018	845 Lewiston										0
8531-010-006	1818 Bradbury										0
8531-013-032	1915 Bradbury										0
8610-017-037	3343 Tannencrest										0
8531-013-004	1906 Warrington										0
8531-025-010	2058 Park Rose										0
8533-007-037	1336 Asti										0
8528-003-059	1602 Shepherd										0

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units											
Project Identifier				Affordability by Household Incomes - Certificates of Occupancy							
				10							11
											12
Current APN	Street Address	Project Name +	Very Low- Income Deed Restricted	Very Low- Income Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Issued</u> <u>Date</u>	# of Units issued Certificates of Occupancy or other forms of readiness
8602-010-015	330 Tocino		0	0	0	13	0	2	344		359
8531-028-004	2220 Broach										0
8531-017-020	1818 Mountain										0
8531-009-006	1910 Capehart										0
8531-029-010	2344 Mountain										0
8528-003-031	1546 Shepherd										0
8528-008-059	1650 Duncannon										0
8604-014-023	2508 Maynard										0
8528-002-051	1637 Broadland							1		5/30/23	0
8604-004-030	801 Crestfield							1		11/1/23	1
8610-008-041	3313 Elda										1
8604-002-049	917 Crestfield									8/2/23	0
8530-010-036	1018 Oak					2				8/22/23	2
8529-001-001	1915 Royal Oaks				1						1
8531-025-003	2016 Park Rose										0
8529-008-002	1017 Chimes										0
8531-018-051	1419 Maynard										0
8531-001-016	1924 Earlington										0
8528-011-028	1700 Fasana	Esperanza							344	3/30/23	344
8531-014-025	1908 Wardell										0
8604-011-012	2557 Maynard										0
8604-002-035	928 Crestfield										0
8530-017-037	1526 3rd										0
8604-015-034	2528 Bloomdale										0
8604-016-021	2530 Millbrae										0
8610-014-052	3355 Fish Canyon										0
8531-024-015	2043 Park Rose										0
8528-009-047	1480 Three Ranch										0
8610-021-033	3541 Conata										0
8529-016-059	1303 Fairlee										0
8531-010-013	1829 Broadland										0
8531-021-022	808 Lewiston										0
8528-006-047	1646 Brightside										0
8528-006-038	1614 Buena Vista										0
8602-013-004	3070 Fish Canyon									1/19/23	1
8531-004-032	1852 Broadland				1					7/24/23	1
8531-009-009	1926 Capehart				1					3/9/23	1
8531-018-018	845 Lewiston				1					6/26/23	1
8531-010-006	1818 Bradbury				1					6/12/23	1
8610-017-037	3343 Tannencrest				1					3/6/23	1
8531-013-004	1906 Warrington				1					8/28/23	1
8531-025-010	2058 Park Rose				1					2/15/23	1
8533-007-037	1336 Asti				1					2/13/23	1
8528-003-059	1602 Shepherd				1					7/26/23	1

Table A2

Project Identifier			Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus				
			13	14	15	16	17	18	19		20		21	22	23	24
Current APN	Street Address	Project Name*	How many of the units were Externally Low Income?	Please select the streamlining provision the project was APPROVED pursuant to. (may select multiple)	Infill Units? Y/N	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter "1000")	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)
0																
8602-010-015	330 Tochino			NONE	Y			ADU rent survey and HCD affordability calculator								
8531-028-004	2220 Broach			NONE	Y			ADU rent survey and HCD affordability calculator								
8531-017-020	1818 Mountain			NONE	Y			ADU rent survey and HCD affordability calculator								
8531-008-006	1910 Capehart			NONE	Y			ADU rent survey and HCD affordability calculator								
8531-029-010	2344 Mountain		0	NONE	Y			ADU rent survey and HCD affordability calculator								
8528-003-031	1546 Shepherd			NONE	Y			ADU rent survey and HCD affordability calculator								
8528-008-059	1650 Duncannon			NONE	Y			ADU rent survey and HCD affordability calculator								
8604-014-023	2508 Maynard		0	NONE	Y			ADU rent survey and HCD affordability calculator								
8528-002-051	1637 Broadland			NONE	Y			ADU rent survey and HCD affordability calculator								
8604-004-030	801 Crestfield			NONE	Y			ADU rent survey and HCD affordability calculator								
8610-008-041	3313 Etika			NONE	Y			ADU rent survey and HCD affordability calculator								
8604-002-049	917 Crestfield			NONE	Y			ADU rent survey and HCD affordability calculator								
8530-010-036	1018 Oak			NONE	Y			ADU rent survey and HCD affordability calculator								
8528-001-001	1915 Royal Oaks			NONE	Y			ADU rent survey and HCD affordability calculator								
8531-025-003	2016 Park Rose			NONE	Y			ADU rent survey and HCD affordability calculator								
8529-008-002	1017 Chinas		0	NONE	Y			ADU rent survey and HCD affordability calculator								
8531-018-051	1419 Maynard			NONE	Y			ADU rent survey and HCD affordability calculator								
8531-001-016	1924 Earlington			NONE	Y			ADU rent survey and HCD affordability calculator								
8528-011-028	1700 Fasana	Esperanza		NONE	Y											
8531-014-025	1908 Wardell			NONE	Y			ADU rent survey and HCD affordability calculator		1	Demolished	0				
8604-011-012	2557 Maynard			NONE	Y			ADU rent survey and HCD affordability calculator								
8604-002-035	928 Crestfield			NONE	Y			ADU rent survey and HCD affordability calculator								
8530-017-037	1526 3rd			NONE	Y			ADU rent survey and HCD affordability calculator								
8604-015-034	2528 Bloomdale			NONE	Y			ADU rent survey and HCD affordability calculator								
8604-016-021	2830 Millbrae			NONE	Y			ADU rent survey and HCD affordability calculator								
8610-014-052	3355 Fish Canyon			NONE	Y			ADU rent survey and HCD affordability calculator								
8531-024-015	2043 Park Rose			NONE	Y			ADU rent survey and HCD affordability calculator								
8528-009-047	1480 Thesa Ranch			NONE	Y			ADU rent survey and HCD affordability calculator								
8610-021-033	3541 Canala			NONE	Y			ADU rent survey and HCD affordability calculator								
8528-016-059	1303 Fathee			NONE	Y			ADU rent survey and HCD affordability calculator								
8531-010-013	1829 Broadland			NONE	Y			ADU rent survey and HCD affordability calculator								
8531-021-022	808 Lewiston			NONE	Y			ADU rent survey and HCD affordability calculator								
8528-006-047	1646 Blytheide			NONE	Y			ADU rent survey and HCD affordability calculator								
8528-006-038	1614 Buena Vista			NONE	Y			ADU rent survey and HCD affordability calculator								
8602-013-004	3070 Fish Canyon			NONE	Y			ADU rent survey and HCD affordability calculator								
8531-004-032	1852 Broadland			NONE	Y			ADU rent survey and HCD affordability calculator								
8531-009-009	1926 Capehart			NONE	Y			ADU rent survey and HCD affordability calculator								
8531-018-018	845 Lewiston			NONE	Y			ADU rent survey and HCD affordability calculator								
8531-010-006	1818 Bradbury			NONE	Y			ADU rent survey and HCD affordability calculator								
8531-013-032	1915 Bradbury			NONE	Y			ADU rent survey and HCD affordability calculator								
8610-017-037	3343 Tammencrest			NONE	Y			ADU rent survey and HCD affordability calculator								
8531-013-004	1906 Warrington			NONE	Y			ADU rent survey and HCD affordability calculator								
8531-025-010	2058 Park Rose			NONE	Y			ADU rent survey and HCD affordability calculator								
8533-007-037	1336 Asil			NONE	Y			ADU rent survey and HCD affordability calculator								
8528-003-059	1602 Shepherd			NONE	Y			ADU rent survey and HCD affordability calculator								

Jurisdiction	Duarte	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B															
Regional Housing Needs Allocation Progress															
Permitted Units Issued by Affordability															
		1	2										3	4	
Income Level		RHNA Allocation by Income Level	Projection Period - 06/30/2021-10/14/2021	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Units to Date (all years)	Total Remaining RHNA by Income Level	
Very Low	Deed Restricted	269	-	-	-	-	-	-	-	-	-	-	-	3	266
	Non-Deed Restricted		-	-	-	3	-	-	-	-	-	-	-		
	Deed Restricted		-	-	-	-	-	-	-	-	-	-	-		
	Non-Deed Restricted		8	7	21	10	-	-	-	-	-	-	-	46	99
Low	Deed Restricted	137	-	-	-	-	-	-	-	-	-	-	-	7	130
	Non-Deed Restricted		-	-	-	7	-	-	-	-	-	-	-		
Moderate	Above Moderate	337	-	-	-	-	-	-	-	-	-	-	-		
			292											292	45
Total RHNA		888													
Total Units			8	7	313	20	-	-	-	-	-	-	348	540	
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).															
		5											6	7	
		Extremely Low-Income Need	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Units to Date	Total Units Remaining		
Extremely Low-Income Units*		135	2	-	-	-	-	-	-	-	-	2	133		

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle,

Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR system can only display data for one planning period. To view progress for a different planning period, you may login to the APR system, or contact HCD staff at

aprr@hcd.ca.gov.

VLI Deed Restricted

VLI Non Deed Restricted

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Duarte		
Reporting Year	2023	(Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
1. Housing Code Enforcement and Abatement	Monitor housing conditions in the city and respond to complaints. Inform violators of available rehabilitation assistance through the County to correct code deficiencies. Through remediation of substandard housing conditions, return approximately six units/year to safe and sanitary conditions.	2021-2029	Based on code enforcement case logs, during 2023, a total of 66 substandard residential units that had been cited for code violations were returned to safe and sanitary condition. The City has created a database on multi-family properties over 50 years in age as an initial step in establishing an Apartment Inspection Program (see Program #3).
2. Multi-family Acquisition and Rehabilitation Program	Monitor the availability of LIHTCs going forward as State budgets are released in order to determine the feasibility and potential implementation of an Acquisition and Rehabilitation Program.	Monitor LIHTCs annually through State budgets and award of funds	Tax credit awards to acquisition/rehabilitation projects have in recent years been low, comprising just 11% of the 291 LIHTC awarded projects in 2021 and 13% of the 163 LIHTC awarded projects in 2022. However, in TCACs most recent award of 4% tax credits in September 2023, 34 of the 66 projects awarded credits were acquisition/rehabilitation, indicating LIHTC funding is again becoming more available for these projects. Due to the availability of recent funding, the City will be creating an Acquisitions and Rehabilitation Promotions Program in 2024. A requested budget will be made in next year's fiscal budget to hire a consultant and focus on key properties.
3. Apartment Inspection Program	Establish pilot multi-family inspection program. If program is successful and moves forward, prioritize inspections in Duarte's identified low resource neighborhoods (Census Tract 4301.02).	By 2024	In 2023, a code enforcement case was that initiated in 2022 for substandard residential conditions was issued permits for rehabilitation. Work is on-going. The City's Public Safety and Community Development Departments have begun the initial steps in establishing a multi-family inspection program, and are currently analyzing similar programs in other communities and evaluating the options of which type of program to move forward with. Based on this research, in 2024 the City plans to develop a proposal for an Apartment Inspection Program that includes at a minimum the following: a) criteria for inspections, b) roles between Public Safety, Building & Safety, and Planning, c) frequency of inspection of properties, d) process for notifying owners of code violations/findings from inspection, along with timeframes for corrections, and e) metrics for measuring program progress.
4. Preservation and Monitoring of Assisted Rental Housing	Establish annual monitoring procedures for rent restricted units provided through city incentives and/or financial assistance. Contact property owners within one year of potential affordability expiration to initiate preservation discussions.	Monitoring procedures - 2022	The City made contact with one property owner with rent restricted units at-risk of losing its contract in 2021. The Section 8 HAP contract on Duarte Park Apartments has been extended from 2022 to 2027. The City has not established local monitoring procedures for rent restricted units, but will do so once any locally funded affordable projects and projects restricted based on local incentives come on line.
5. Preserve and Protect Existing Tenants and Housing	Adopt Housing Element policy that acknowledges and supports the implementation of State laws to protect existing tenants from displacement. Inform developers of the replacement housing requirements under SB 330, AB 1397 and density bonus law. Update the Municipal Code in 2022 to specify replacement housing requirements on nonvacant sites consistent with Government Code 65583.2(g)(3).	Adopt Housing Element and Code amendment in 2022	The City adopted <i>Policy 1.1.5 Tenant Protections</i> with the Housing Element in 2022 which supports the implementation of State laws to protect existing tenants from displacement through: requirements for just cause evictions, limitations on rent increases, and replacement housing requirements. The City has drafted a new chapter to the Municipal Code (Chapter 19.64.030 - Retention of Affordable Housing) which codifies replacement housing requirements under Government Code 65583.2(g)(3), adopted by City Council in April 2023.
6. Affordable Housing Density Bonus	Encourage the use of density bonus incentives by advertising on Duarte's website and by providing information on available density and regulatory incentives in conjunction with discussions with development applicants.	2021-2029	The City did not have any discussions with developers or project applicants on density bonus incentives for affordable housing during 2023. The City did however have one conversation with a developer interested in pursuing a new SB35 project for an entitled market rate condominium housing project approved by the City Council in March 2022; the developer ultimately did not pursue the project and the property remains undeveloped. Upon adoption of the Affordable Housing Overlay (AHO) in 2024, the City will add information to its website on incentives available under both the AHO and state density bonus law.
7. Efficient Project Review	Offer concurrent processing of residential projects, pre-application reviews, CEQA exemptions, and use of program EIRS.	Develop an SB 35 checklist and processing procedures by 2022	The City has produced SB 35/330 applications, procedures and forms and they are available to the public upon request. The City is still in the process of uploading the forms and application onto our website, which is being revamped in 2024. Program EIRs for both the Town Center and Duarte Station specific plans were utilized to streamline project reviews under CEQA. Staff continues to offer pre-application reviews, including for ADU applicants, and encourages any project that requires multiple entitlements to be processed concurrently.
8. Zoning Text Amendments for Special Needs Housing	Amend the Code to facilitate housing for special needs populations: - Allow supportive housing as a use by right in all zones where multi-family and mixed use is permitted; eliminate parking requirements for supportive housing located within ½ mile of public transit. - Amend parking standards for emergency shelters to a ratio based on to the number of shelter staff. - Allow small employee housing (6 or fewer) in all residential zone districts - Establish by right processing procedures for Low Barrier Navigation Centers in areas zoned for mixed use and non-residential zones permitting multifamily uses	Amend the Zoning Code in 2022	Municipal Code Amendment 23-01 addresses all revisions specified under this program to better facilitate housing for special needs populations. The Code amendment was adopted by City Council in April 2023.

9. Fair Housing Program - Housing Mobility Strategies	• Continue directing fair housing inquiries to the Housing Rights Center • Continue strategies to address senior housing needs. Provide at least 300 additional senior housing units as part of Westminster Gardens expansion plan, including at least 150 units affordable to lower and moderate income households • Continue to support the provision of housing for persons with disabilities • Post info at Senior Center re: fair housing and conduct presentation every two years about services available through the County CDC, Housing Rights Center and the City • Twice during the planning period, reach out to landlords of low-income apartment complexes to provide education and materials about the Section 8 program • Publish Fair Housing information, including any community meetings on non-traditional media such as Facebook or Instagram	2021-2029	The City continues to distribute fair housing information at the public counter through the community newsletter, and on its website, and refers fair housing related complaints to the Housing Rights Center. In regards to senior housing, the City has continued to work with the owners of Westminster Gardens in developing plans to expand their current Life Plan Community by over 400 new units, including at least 150 affordable units (refer to Program #10). Staff has also included more robust outreach to the Senior Center about available fair housing resources. In May of 2023, CDD staff sent letters to landlords of low-income apartment complexes to provide education and materials about the Section 8 program; five of the six complexes contacted are located in census tract 4301.01, a Disadvantaged Community.
10. Fair Housing Program - Place Based Strategies, New Opportunities	- Invest in infrastructure and public improvements in central Duarte • Provide a mix of affordable and market rate housing in TCSP & DSSP • Partner with the Economic Dev. Comm. to support initiatives that create jobs accessible to residents in central Duarte • Apply for Greenhouse Gas Reduction Funds for efforts such as tree planting/restoration, home energy efficiency, zero-emission and plug-in hybrid vehicles, and affordable housing • Contact Cal EPA to ID steps to address “Disadvantaged Community” designation in CT 4301.01. Seek funding for infrastructure improvements in this area • Support funding applications for projects/programs consistent with the Housing Element • Provide regulatory/technical assistance to affordable housing developers and non-profit organizations • Assist in the development of at least 2 affordable and/or mixed income housing projects, providing at least 100 affordable units	2021-2029	Several infrastructure improvement projects are slated for Census Tract 4301.01 in central Duarte (a designated "disadvantaged community"). The "Evergreen Pedestrian Improvements" project will include pedestrian sidewalk and lighting along the north side of Evergreen St, from Highland Avenue to Brightside Avenue, and a widening of the sidewalk on the west side of Highland Ave under the 210 freeway underpass. The project is funded through a Caltrans Active Transportation Program grant and is slated to begin construction in early 2024, with completion anticipated in Summer 2024. The "Highland Promenade" project, funded through LA Metro Measure M, will provide for an expanded right-of-way and park-like pedestrian walkway along the west side of Highland Ave. The City has hired a firm to develop engineering plans and is in the process of hiring a landscape architect to assist with design details. The projected construction date is Fall 2024; though the portion adjacent to the Metro parking lot may be constructed in conjunction with the planned affordable housing development on that property. The City was awarded a \$1.6 million federal appropriation for the "Recreation Trail Upgrades" project, which is partially located in Census Tract 4301.01, encompassing accessibility and quality of life upgrades to the Donald and Bernice Watson Recreation Trail (e.g. safety lighting, accessibility improvements, public art, repaving, etc); the current schedule is for a project bid in August 2024. Finally, staff has been providing assistance and working diligently with several developers on the creation of new affordable housing units: Westminster Gardens (see Program #22), Metro Development Site (see Program #19), 2400 Huntington (see Program #15), and Andres Duarte School Site (see Program #15).
11. Fair Housing Program - Displacement, Substandard Housing Strategies	• Through remediation of substandard housing conditions, return approximately six units/year to safe and sanitary condition • Monitor the availability of LIHTCs to assess feasibility of establishing Acquisition/Rehabilitation Program • Establish annual monitoring procedures for rent restricted units provided through City incentives and/or financial assistance • Enforce State laws that protect existing tenants from displacement • Establish a pilot multi-family residential inspection program by 2024. If the program is successful and moves forward, prioritize inspections in Duarte’s identified low resource neighborhoods • Promote housing rehabilitation programs on non-traditional media (such as Facebook and Instagram)	2021-2029	Refer to implementation status under the following programs: Housing Code Enforcement and Abatement; Multi-family Acquisition and Rehabilitation Program; Preservation and Monitoring of Assisted Rental Housing; Preserve and Protect Existing Tenants and Housing; and Apartment Inspection Program
12. Senior Housing Opportunities	Actively pursue senior housing opportunities. Provide incentives and potential assistance for affordable units in Westminster Gardens.	Adopt Westminster Gardens Specific Plan in 2024 inclusive of incentives for affordable units	Human Good, the non-profit owner of Westminster Gardens life community, plans for a major campus expansion and has recently filed an application for a Specific Plan Amendment and an EIR. The City hired MIG to assist in the preparation of the entitlements. The request is for this expansion to accommodate up to 550 total units, which is an increase of 403 units. The construction of at least 150 units with rents affordable to lower and moderate income households has been integrated as a project requirement. The expansion includes independent living, assisted living, memory care, and mixed use units. This project will take 12+ months to complete, but Staff has had kick off meetings with the consultant and HumanGood and there is positive progress.
13. Housing Opportunities for Persons Living with Disabilities	Coordinate with SGPRC to publicize info on resources. Pursue State/Federal funds for supportive housing in affordable housing projects. Amend the Code re: reasonable accommodations & community care facilities with 6+.	Amend the Zoning Code in 2022	Municipal Code Amendment 23-01 addresses all revisions specified under this program to better facilitate housing for persons living with disabilities, including permitting large (6+ residents) community care facilities in all residential zones and eliminating the subjective requirement to consider impacts to surrounding uses when reviewing requests for reasonable accommodation. The Code amendment was adopted by City Council in April 2023.
14. Homeless Services Strategy	Implement City’s Homelessness Plan. Coordinate with the SGVCOG and SGV Regional Housing Trust. Conduct media outreach on the Landlord Incentives Program.	Report to Council annually on implementation of Homelessness Plan. Begin media outreach in 2022	The City’s 2023 Point-In-Time Count identified 47 unsheltered individuals in Duarte. In addition, City staff conducts monthly counts. At the end of 2023, the City’s unofficial homeless count was 23 unsheltered individuals. In late 2022, the City collaborated with the San Gabriel Valley COG to receive twice weekly services from two specialized homeless outreach teams through the Los Angeles Centers for Alcohol and Drug Abuse (LA CADA): 1) a High Acuity Team focusing on those unhoused for over two years with significant mental health and substance abuse issues, and 2) a Supplemental Services Team focusing on those unhoused for less than two years and with fewer mental and physical challenges. 2023 served as the first year fully implementing this program, with the Supplemental Services Team interacting with 28 homeless individuals, of which 24 were connected to supportive services, and the High Acuity Team interacting with 22 individuals, of which 20 were connected to supportive services. City staff conducted outreach with hotels and landlords throughout 2023 to reserve units for homeless individuals. The City received Measure H funds from the San Gabriel Valley COG to provide rapid-rehousing services to homeless individuals; funding will be used in 2024 to provide interim housing and connect homeless individuals to supportive services provided by LA CADA.

15. Affordable Housing Development Assistance	Provide regulatory incentives, land write-downs and available financial assistance for the development of affordable and mixed-income housing.. Issue an RFQ for development on identified Housing Element sites and market sites on the City's website. Prepare a concept development plan for site #8, followed by an RFP specifying City incentives, and selection of a development partner in coordination with property owners. Assist in the development of at least two affordable and/or mixed income housing projects, providing at least 100 units affordable to lower and moderate income households.	Issue RFQ in on Housing Element sites in 2023. Develop concept plan for site #8 and issue RFP by 2025.	The City has been involved in discussions with developers involving affordable housing assistance on the following Housing Element sites: Site 1 - LA Metro issued an RFP and pre-development plans were considered by a panel selected by Metro in 2023. In 2024, we anticipate Metro will approve an ENA (exclusive negotiating agreement) with a developer for the project. Duarte Staff is working in partnership with Metro to move the development forward; Site 6 - Staff is actively working with HumanGood on an amendment to the Westminster Gardens Specific Plan for a major expansion that will include affordable units as well as market rate senior housing (see Program #22); Site 8 - Staff worked with the San Gabriel Valley Regional Housing Trust (SGVRHT) to develop and distribute an RFP, a prospective site plan, development plan and concept elevations for an affordable housing project in the 2400 block of Huntington Drive. The Duarte Housing Authority owns two of the six parcels involved in the RFP and intends to contribute the land to help create affordable housing, in addition to \$900,000 in affordable housing funds. SGVRHT has pledged, but not yet approved, the contribution of \$2,000,000 for the project. In 2024, the plan is to select the developer and work with SGVRHT to approve the project and secure financial contributions to assist implementation of the development; Site 10 - City is encouraging ownership to consider rehabilitation and expansion of the existing affordable housing complex. New site - The Duarte Unified School District has issued an RFP for the leasing and development of the former Andres Duarte Elementary School property. This property was an active school and therefore not identified for development when the Housing Element was approved. Preliminary discussions with prospective developers have included the City's request for a sizeable portion of the development to integrate moderate-income housing. In total, these projects could provide over 400 new units of housing affordable to lower and moderate income households.
16. Homeowner Assistance	Provide information on available County and State programs and on City website. Apply to State in conjunction with future City assisted workforce housing. Evaluate the requirements under SB 9, and amend the Code accordingly.	Apply to State as workforce projects are proposed. Amend the Development Code for consistency with SB 9 in 2022.	The City offers information and referral to State and County programs on the Housing page on the City's website. Ordinance 907 was adopted in March 2022, adding subchapter 19.10.035 (Duplex Developments in Single-family Residential Zones) and Chapter 19.88 (Urban Lot Splits) to the Development Code to implement SB 9.
17. Section 8 Rental Assistance	Continue participation and coordination with HACoLA and provide information on the City website. Reach out to landlords re: participation.	Twice during planning period, reach out to landlords.	The City continues to encourage eligible persons to participate in the rental assistance program, and provides program links on the City website. In March 2023, the City sent letters low income landlords to encourage participation in the Section 8 rental assistance program.
18. Sustainable Development & Green Programs	Implement Sustainable Development Practices in new development, and promote green programs among residents and businesses.	2021-2029	All projects are evaluated and regulated by the California Green Building Code; MCA 23-01 adopted by City Council in April 2023 deleted Municipal Code Chapter 19.52 Sustainable Development Practices since the Green Building Code requires energy efficiency in excess of these local standards. The City encourages developments to achieve LEED certification or equivalency. For example, the City of Hope Specific Plan includes a mitigation measure for most buildings to achieve LEED equivalency, with the City of Hope Hotel achieving the equivalent of a LEED Silver certification in 2022. A second building, the Duarte Outpatient Clinic, is under construction. Conditions of approval also require the building to achieve LEED certification.
19. Duarte Station Specific Plan	Facilitate residential and mixed-use development in the Transit Station TOD. Coordinate with Metro in selection of developer for parking lot site.	Select parking lot developer by 2022	Staff has been coordinating with LA Metro for the past several years on development of the Metro parking lot as a 100% workforce housing project as part of the Duarte Station Specific Plan. LA Metro issued an RFP and pre-development plans were considered by a panel selected by Metro in 2023. In 2024, we anticipate Metro will approve an ENA with a developer for the development of the project. Project initiation is expected to take several years.
20. Town Center Specific Plan	Amend Specific Plan to include affordable housing as Tier 3 Community Benefit and to provide for density transfers.	Amend Plan by 2022. Review and make adjustments as appropriate in 2025.	The Town Center Specific Plan (TCSP) Amendment 23-01, adopted by City Council in April 2023, added affordable housing as a "community benefit" Tier 3 option and provides an option for transfer of development rights within the TCSP.
21. Affordable Housing Overlay	Adopt an Affordable Housing Overlay (AHO) Ordinance. Amend Zoning Map to designate Housing Element sites 7, 8, 9 and 10 with the AHO, and contact property owners regarding consolidation of parcels, and available regulatory and financial assistance for affordable residential development. Issue an RFQ for development on designated Housing Element sites (2023).	Adopt Affordable Housing Overlay by 2023, and contact property owners regarding lot consolidation.	City Planning staff have reviewed Affordable Housing Overlay Ordinances in other jurisdictions throughout the State, and have entered into a contract with a consultant for preparation of a local AHO, with adoption anticipated in mid-2024. The City issued an RFP for one of the AHO sites (Site 8), including a prospective site plan, development plan and concept elevations for a 100% affordable housing project. The Duarte Housing Authority owns two of the six parcels involved in the RFP and intends to contribute the land to help create affordable housing, in addition to \$900,000 in affordable housing funds. The San Gabriel Valley Regional Housing Trust (SGVRHT) has pledged, but not yet approved, the contribution of \$2,000,000 for the project. In 2024, the plan is to select the developer and work with SGVRHT to approve the project and secure financial contributions to assist implementation of the development.
22. Westminster Gardens Specific Plan & Rezone Program	Amend the Specific Plan to accommodate at least 300 additional units, at least half of which would be affordable to lower and moderate income households.	Amend Plan by 2024, including requirements for inclusion of affordable units.	Human Good, the non-profit owner of Westminster Gardens life community, plans for a major campus expansion and has recently filed an application for a Specific Plan Amendment and an EIR. The City hired MIG to assist in the preparation of the entitlements. The request is for this expansion to accommodate up to 550 total units, which is an increase of 403 units. The construction of at least 150 units with rents affordable to lower and moderate income households has been integrated as a project requirement. The expansion includes independent living, assisted living, memory care, and mixed use units. This project will take 12+ months, but Staff has had kick off meetings with the consultant and HumanGood and there is positive progress.
23. Accessory Dwelling Units	Achieve production of an average of 12 ADUs annually. Provide pre-approved ADU construction plans, and provide education and outreach to homeowners on the ADU development process.	Provide pre-approved plans and initiate homeowner outreach by 2023.	During 2023, the City issued 20 building permits for ADUs, and similar to the 21 ADU permits issued in 2022, is continuing to exceed its annual production goal of 12 ADUs. The City collected ADU rent data from on-line rental websites throughout 2023, and of the 29 listings within the City of Duarte, rents ranged from \$1,250 - \$2,500 per month, with an overall average rent of \$1,925. Factoring in SCAG's estimate of 15% of ADUs that are provided rent-free and can therefore be assumed to be affordable to very low income households (0-50% AMI), the rent survey reveals the following affordability of ADUs in the community: 15% of ADU rentals affordable to very low income households; 51% of ADU rentals affordable to low income households; and 34% of ADU rentals affordable to moderate income households. In April 2023, City Council adopted MCA 23-01 to codify the changes to ADU law associated with SB 897, AB 2221, and AB 345. With the approval of AB1332, Staff will be both: 1) working on the development of an RFQ/RFP for architectural services to assist in the development of pre-approved ADU plans, with a goal to have these prototype plans available by the end of 2024; and 2) preparing for compliance with AB 1332 in time for compliance with the new law. Staff has and continues to update educational information, processing pamphlets, and submittal requirements in association with ADU development. As a part of the pre-approved plan process, Staff intends on creating a more robust outreach and educational program to disseminate this information to residents.
24. Track and Monitor Accessory Dwelling Units	Establish ADU tracking system; conduct mid-cycle review and report to HCD.	Tracking system (2022). Conduct review in 2025, and as necessary, expand marketing within 6 months, or rezone within one year.	Staff has created an ADU tracking system and uses this platform weekly to monitor information on ADU entitlement, size, type, and development status. Utilizing the City's log of ADU's receiving certificates of occupancy over the past several years, the City mailed a survey to 46 ADU owners and tenants in August 2023 asking a series of questions on affordability, occupancy, and income. A total of nine completed surveys were returned: six from owners and three from tenants. The results of the survey showed the following rent distribution: no rent charged - 6 respondents (67%); rent < \$780 - 1 respondent (11%); rent \$1,100 to \$1,660 - 1 respondent (11%); rent > \$1870 - 1 respondent (11%). While the City's 2023 ADU rent survey (described under Program #23 above) has more data points and is thus a better predictor of actual ADU rents and affordability in Duarte, this ADU owner/tenant survey does confirm that a significant proportion of ADUs are provided rent-free.

Jurisdiction	Duarte	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

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

Table F									
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)									

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 ⁺ . For detailed reporting requirements, see the checklist here:
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Duarte	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Table K

Tenant Preference Policy

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials.

Does the Jurisdiction have a local tenant preference policy?	No	
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage on their internet website containing authorizing local ordinance and supporting materials.		
Notes		

ANNUAL ELEMENT

Local Early Action Plan

(CCR Title

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing as applicable.

Total Award Amount	\$	150,000.00	Total award amou
Task	\$ Amount Awarded	\$ Cumulative Reimbursement Requested	
Housing Element preparation and related tasks	\$78,636.39	\$78,636.39	
Safety Element and Environmental Justice policies and CEQA review	\$43,626.80	\$43,626.80	
Inclusionary Analysis	\$26,132.50	\$26,132.50	
Staff report preparation	\$1,604.31	\$1,604.31	

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary			
Income Level		Current Year	
Very Low	Deed Restricted		0
	Non-Deed Restricted		5
Low	Deed Restricted		0
	Non-Deed Restricted		14
Moderate	Deed Restricted		0
	Non-Deed Restricted		8
Above Moderate			0
Total Units			27

Building Permits Issued by Affordability Summary			
Income Level		Current Year	
Very Low	Deed Restricted		0
	Non-Deed Restricted		3
Low	Deed Restricted		0
	Non-Deed Restricted		10
Moderate	Deed Restricted		0
	Non-Deed Restricted		7
Above Moderate			0
Total Units			20

Certificate of Occupancy Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	13
Moderate	Deed Restricted	0
	Non-Deed Restricted	2
Above Moderate		344
Total Units		359



ITEM: 11.H

Notice of Completion: Fiscal Year 2023-24 CDBG ADA Curb Ramps Project CDBG Project No. 602643-23 for TVR Construction Engineering LLC

Recommended Action:

Accept the project as complete in the amount of \$126,676.00.

Attachments:

[11.H - Staff Report - NOC FY 23 24 CDBG ADA Curb Ramps Project No. 602643-23 for TVR Construction Engineering LLC.pdf](#)



AGENDA REPORT

MEETING DATE: April 23, 2024

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Brian Chau, Assistant Civil Engineer

SUBJECT: Notice of Completion: Fiscal Year 2023-24 CDBG ADA Curb Ramps Project CDBG Project No. 602643-23 for TVR Construction Engineering LLC.

RECOMMENDATION: It is recommended that the City Council accept the project as complete in the amount of \$126,676.00

FISCAL IMPACT: The Fiscal Year 2023-24 CDBG ADA Curb Ramps Project was included in the 2023-24 Capital Improvement Program Budget and was funded by the Transportation Development Act (TDA) funds and the Community Development Block Grant (CDBG). City Council approved the contract for \$118,550.00. The final project cost was \$126,676.00 which is within the approved estimated ten percent (10%) contingency

BACKGROUND

On February 13, 2024, City Council awarded the contract for Fiscal Year 2023-24 CDBG ADA Curb Ramps Project to TVR Construction Engineering LLC. The project consisted of the removal and replacement of ramps, sidewalk, curb and gutter to become ADA compliant ramps. A total of approximately 30 ramps were improved as part of this project.

The following locations were included in this project:

Hacienda Dr	Santa Maria Cir	Las Lomas Rd
San Pablo Way	Sorrento Cir	Duarte Rd
Tocino Dr	Vista Laguna Cir	Cinco Robles Dr
San Juan Cir	Calle Del Norte	Rancho Rd
Bernardo Cir	San Marcus Lane	Santa Barbra Cir

FISCAL IMPACT

The Fiscal Year 2023-24 CDBG ADA Curb Ramps Project was included in the 2023-24 Capital Improvement Program Budget and was funded by TDA funds and CDBG allocations. City Council approved the contract for \$118,550.00. The final project cost was \$126,676.00 which is within the approved estimated ten percent (10%) contingency.

RECOMMENDATION

It is recommended that the City Council accept the project as complete in the amount of \$126,676.00.

ATTACHMENTS

Attachment A. Before and After Photos

Attachment B. Notice of Completion

ATTACHMENT "A"

BEFORE



AFTER



ATTACHMENT “B”
(Please see next page)

RECORDING REQUESTED BY:

CITY OF DUARTE

WHEN RECORDED MAIL TO THIS ADDRESS:

**CITY CLERK
CITY OF DUARTE
1600 Huntington Dr.
Duarte, CA 91010**

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is OWNER or AGENT of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The full name of the OWNER is: **CITY OF DUARTE**
3. The full address of the OWNER is: **1600 Huntington Dr. Duarte, CA 91010**
4. The nature of the interest or estate of the undersigned is: (i.e., In Fee.) **Fee Interest.**
5. A work of improvement on the property hereinafter described was COMPLETED on **Thursday, March 28, 2024**
6. The work of improvement completed is described as follows: **FY 23-24 CDBG ADA Curb Ramps Project**
7. The name of the original contractor, if any, for such work of improvement is: **TVR Construction Engineering LLC.**
8. The street address of said property is: **Hacienda Dr, San Pablo Way, Tocino Drive, San Juan Circle, Bernardo Circle, Santa Barbra Circle, Santa Maria Circle, Sorrento Circle, Vista Laguna Circle, Calle Del Norte, San Marcus Lane, Rancho Road, Las Lomas Road, Duarte Road, and Cinco Robles Drive.**
9. The property on which said work of improvement was completed is in the City of Duarte, County of LOS ANGELES, State of CALIFORNIA, and is described as follows: **The project scope included removal and replacement of damaged or broken and off-grade concrete sidewalks, curb, gutters, driveway approaches, curb ramps.**

CITY OF DUARTE

April 23, 2024

Signature of Owner or agent: **Brian Villalobos, City Manager**

VERIFICATION

I, the undersigned, declare under penalty of perjury under the laws of the State of California, that I am the **City Manager of the City of Duarte** of the aforesaid interest or estate in the property described in the above Notice, that I have read the said Notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

April 23, 2024 at Duarte, California

Brian Villalobos, City Manager



ITEM: 11.I

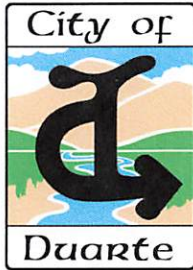
Award of Contract for the Fiscal Year 2023-24 Street Rehabilitation Project No. 24-3

Recommended Action:

1) Approve the award of contract for the FY 2023-24 Street Rehabilitation Project to All American Asphalt in the amount of \$1,199,199.00; and 2) Approve a budget amendment to use additional Measure R funds in the amount of \$149,199.00.

Attachments:

[11.I - Staff Report - Award of Contract for FY 23:24 Street Rehabilitation Project No. 24-3.pdf](#)



AGENDA REPORT

MEETING DATE: April 23, 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 Fiscal Year 2023-24 Street Rehabilitation Project No. 24-3

RECOMMENDATION: It is recommended that City Council: Approve the award of contract for the FY 2023-24 Street Rehabilitation Project to All American Asphalt in the amount of \$1,199,199.00; and 2) Approve a budget amendment to use additional Measure M funds in the amount of \$149,199.00

FISCAL IMPACT: This year's FY 2023-24 Street Rehabilitation Project was included in the FY 2023-24 Budget. The project cost is \$1,259,158.95 which is the contract amount with five percent contingency, and it will be funded by SB1, Measure R, and Measure M allocations

BACKGROUND

The Public Works Division updates the Pavement Management Program every three years. In 2021, the citywide pavement study was conducted by Bucknam Infrastructure Group to provide the City with a pavement management study. The pavement management study reviewed each street in the City and provides a pavement condition index (PCI) for each stretch of roadway to assist City staff in determining an optimized priority maintenance and rehabilitation strategy based on a cost/benefit analysis. When compiling a list for the Fiscal Year 2023-24 Street Rehabilitation Project, staff determined the best applications and locations for this year's Street Rehabilitation Project.

The Fiscal Year 2023-24 Street Rehabilitation Project consists of the following street segments:

1. Business Center Dr from Highland Ave to Flower Ave
2. Evergreen St from Highland Ave to Flower Ave
3. Santo Domingo Dr from Business Center Dr to Southerly Terminus
4. Flower Ave from Evergreen St to Southerly Terminus

5. Maynard Dr from Crestfield Dr to Fernley Dr
6. Bloomdale St from Crestfield Dr to Fernley Dr
7. Random Ln from Royal Oaks Dr to Southerly Terminus
8. Oakhaven Dr from Mount Olive Dr to Livermont Ln
9. Bashor St from Mount Olive Dr to Livermont Ln
10. Beardslee St from Mount Olive Dr to Livermont Ln
11. Sesmas St from Mount Olive to Livermont Ln
12. Livermont Ln from Sesmas St to Beardslee St
13. Livermont Ln from Beardslee St to Royal Oaks Dr
14. Bashor St from Livermont Ln to Crestfield Dr
15. Crestfield Dr from Southerly Terminus to Northerly Terminus
16. Edie Dr from Southerly Terminus to Northerly Terminus
17. Las Lomas Rd from Willowglen Dr to Northerly Terminus
18. Briar Summit Dr from Las Lomas Rd to Easterly Terminus
19. Oakhaven Dr from Royal Oaks Dr to Easterly Terminus
20. Royal Oaks Dr from Mount Olive Dr to Francita Ave
21. Kellogg Ct from Eddie Dr to Westerly Terminus

DISCUSSION/ANALYSIS

The 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 March 27, 2024, nine (9) bids were submitted electronically. The results are as follows:

1	All American Asphalt	\$1,199,199.00
2	Hardy & Harper Inc.	\$1,202,000.00
3	Gentry Brothers, Inc.	\$1,229,870.00
4	Sequel Contractors Inc.	\$1,356,470.00
5	PALP dba Excel Paving Company	\$1,398,140.00
6	LCR Earthwork & Engineering	\$1,446,140.00
7	Toro Enterprises, Inc.	\$1,465,350.00
8	Onyx Paving Company, Inc.	\$1,496,000.00
9	IE General Engineering, Inc.	\$1,621,000.00

The lowest responsible and responsive bidder is All American Asphalt. They have successfully completed multiple similar projects in various cities including Monterey Park, Burbank, Loma Linda, and Norwalk. Their federal and state license status has been verified.

As with all contracts, a contingency amount is considered for this project in anticipation of any potential contract changes due to unforeseen circumstances. A five percent contingency has been added to this contract and shall only be used if deemed necessary by staff.

RECOMMENDATION

It is recommended that the City Council approve the award of contract for the construction of the FY 2023-24 Street Rehabilitation Project to All American Asphalt in the amount of \$1,199,199.00; and 2) Approve a budget amendment to use additional Measure M funds in the amount of \$149,199.00.

FISCAL IMPACT

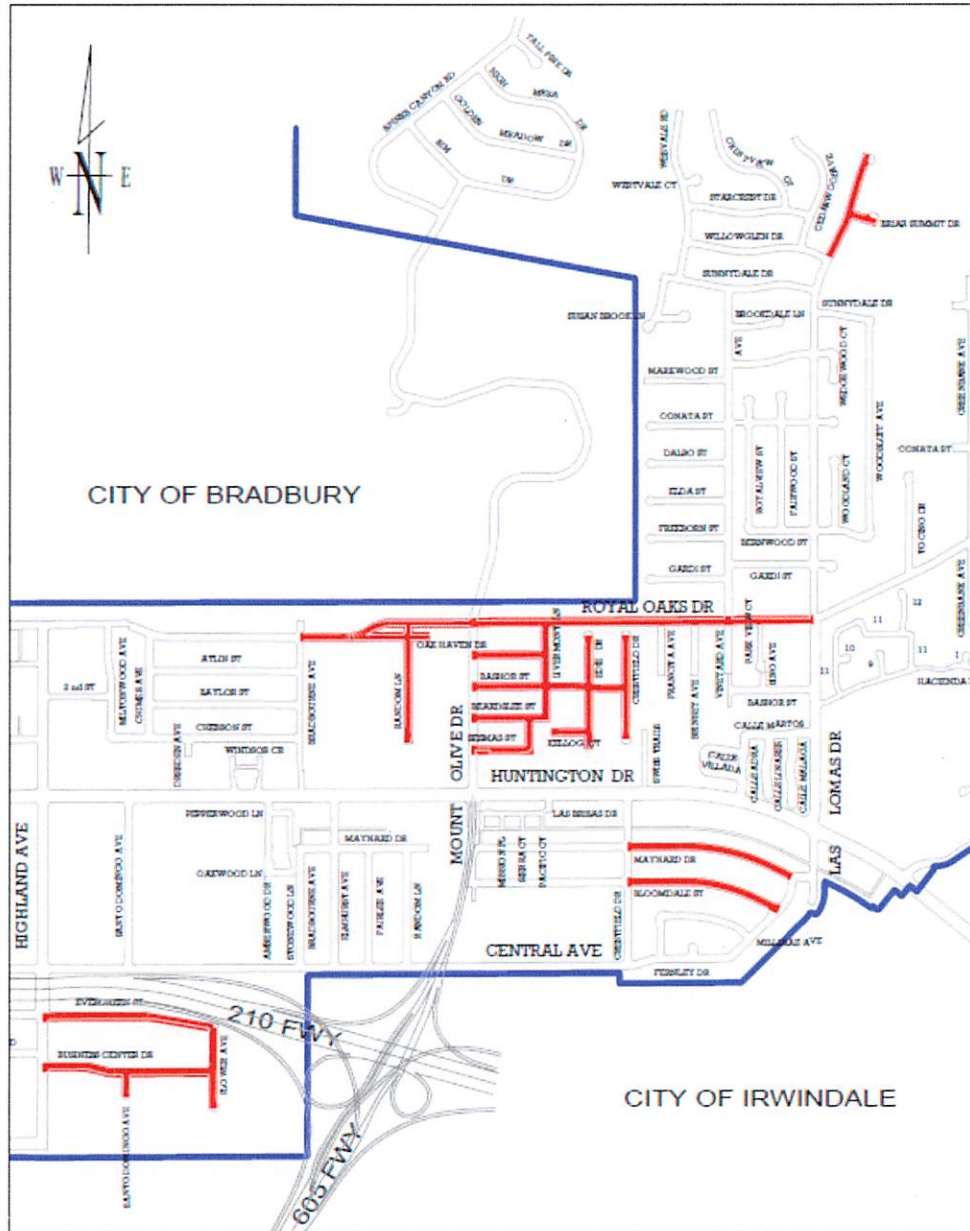
The FY 22-23 Street Rehabilitation Project was included in the 2023/2024 Capital Improvement Program Budget to be funded by SB1, Measure R, and Measure M allocations. The project cost is \$1,259,158.95 which is the contract amount with five percent contingency.

ATTACHMENTS

Attachment A: Project Locations Map

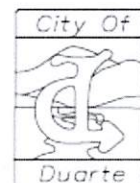
Attachment B: Agreement for Construction of Maintenance Services

Attachment A



City of Duarte

FY 24 STREET REHABILITATION PROJECT
UPDATED 08/10/23



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 All American Asphalt, 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 Stephani 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: Marvin Carpio
Email: mcarpio@accessduarte.com

If to Contractor:

All American Asphalt
PO Box 2229
Corona, CA 92878
Attn: Edward J. Carlson, Vice President
Email: publicworks@allamericanasphalt.com

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
ALL AMERICAN ASPHALT

By: _____
Edward J. Carlson

Its: Vice President

Date: April 2nd, 2024

By: _____
Michael Farkas

Its: Secretary

Date: April 2nd, 2024

ATTEST

Annette Juarez, City Clerk

Date: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

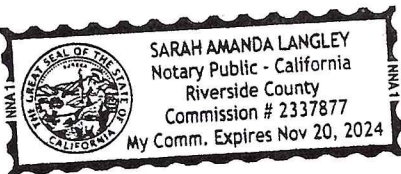
Thai Viet Phan, City Attorney

Date: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**CIVIL CODE § 1189**

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

State of California

County of RiversideOn April 2, 2024 before me, Sarah Amanda Langley, Notary Public,
Date Here Insert name and Title of the Officerpersonally appeared Edward J. Carlson and Michael Farkas
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document Agreement City of DuarteDocument Date: 04/02/2024 Number of Pages: 1Signer(s) Other Than Named Above: Rebecca Haas-Bates (Attorney in Fact)**Capacity(ies) Claimed by Signer(s)**Signer's Name: Edward J. Carlson☐ Individual☒ Corporate Officer — Title(s): Vice President☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

All American Asphalt**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: Michael Farkas☐ Individual☒ Corporate Officer — Title(s): Secretary☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

All American Asphalt**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

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 the roadway improvements. The scope of the work includes cold milling of asphalt concrete and resurfacing using rubberized asphalt, localized pavement repairs as needed, adjustment of existing utility covers, installing pavement markings and striping, constructing curb & gutter, sidewalk, ADA ramps and all appurtenant work.

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 45 working days after the date stipulated on the Notice to Proceed.

EXHIBIT B**Budget and Fee Schedule**

Item		Quantity	Unit	Unit Price	Total Price
1	Mobilization and Demobilization	1	LS	\$ 35,000.00	\$ 35,000.00
2	Traffic Control	1	LS	\$ 52,424.00	\$ 52,424.00
3	Cold Mill Existing Asphalt Concrete Pavement - 1.5" Thick	300000	SF	\$ 0.23	\$ 69,000.00
4	Cold Mill Existing Asphalt Concrete Pavement - 2" Thick	223000	SF	\$ 0.31	\$ 69,130.00
5	Construct Asphalt Rubber Hot Mix Overlay (ARHM-GG-C) - 1.5" Thick	3050	TON	\$ 136.00	\$ 414,800.00
6	Construct Asphalt Rubber Hot Mix Overlay (ARHM-GG-C) - 2" Thick	2600	TON	\$ 136.00	\$ 353,600.00
7	Remove Existing Asphalt Concrete Pavement - 4" Thick	3000	SF	\$ 3.80	\$ 11,400.00
8	Construct New Asphalt Concrete Pavement - 2.5" Thick	3000	SF	\$ 4.65	\$ 13,950.00
9	Remove Existing Improvements and Construct new driveway approach	150	SF	\$ 75.00	\$ 11,250.00
10	Adjust Existing Manhole Frame and Cover to Grade	60	EA	\$ 1,160.00	\$ 69,600.00
11	Adjust Existing Utility Valve can and cover to Grade	65	EA	\$ 150.00	\$ 9,750.00
12	Striping and Markings	1	LS	\$ 42,175.00	\$ 42,175.00
13	Replace Faded or Damage Signs	10	EA	\$ 200.00	\$ 2,000.00
14	Re-Establish Survey Monuments Including Tie-Outs	64	EA	\$ 705.00	\$ 45,120.00
Total Base Bid					\$ 1,199,199.00

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 B

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 per occurrence and \$10,000,000 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

EXHIBIT B

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.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Duarte, County of Los Angeles, State of California, has entered into an Agreement with All American Asphalt hereinafter designated as the "Principal", for constructing FY 23-24 STREET REHABILITATION PROJECT and,

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, we the Principal and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto the City of Duarte in the penal sum of One Million One Hundred Ninety Nine Thousand One Hundred * Dollars (\$ 1,199,199.00), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

*** Ninety Nine and 00/100**

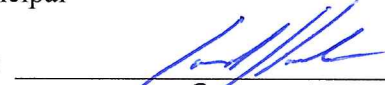
THE CONDITION OF THIS OBLIGATION IS SUCH, that is said Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning: shall guarantee all work required under the said contract against faulty materials or poor workmanship during the construction period and for one year after the date of completion of said contract; and shall indemnify and save harmless the City of Duarte, its officers and agents as therein stipulated then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the Surety, for value received, hereby stipulates and agrees that, no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond and it does hereby waive notice of any such change, extensions of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this 28th day of March, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

All American Asphalt

Principal

By: 

Edward J. Carlson, Vice President

Fidelity and Deposit Company of Maryland

By: 

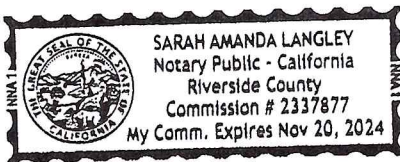
Rebecca Haas-Bates, Attorney-in-Fact

SECTION V

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**CIVIL CODE § 1189**

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

State of California

County of RiversideOn April 2, 2024 before me, Sarah Amanda Langley, Notary Public
Date Here Insert name and Title of the Officerpersonally appeared Edward J. Carlson
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document Performance BondDocument Date: 03/28/2024 Number of Pages: 3Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney in Fact**Capacity(ies) Claimed by Signer(s)**Signer's Name: Edward J. Carlson☐ Individual☒ Corporate Officer — Title(s): Vice President☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

All American AsphaltRIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: N/A☐ Individual☐ Corporate Officer — Title(s): N/A☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: N/A

Signer is Representing:

N/ARIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)
County of Orange)

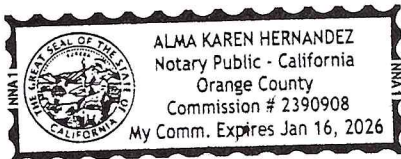
On 03/28/2024 before me, Alma Karen Hernandez, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Performance Bond No. 7671950 Document Date: 03/28/2024
Number of Pages: One(1) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys -in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28th day of March, 2024.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Rebecca Haas-Bates, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 28th day of March, A.D. 2024.

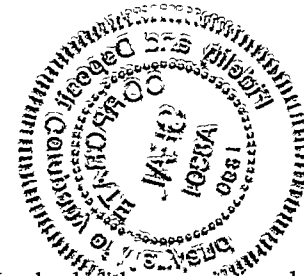


ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

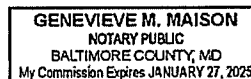


**State of Maryland
County of Baltimore**

On this 28th day of March, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



GEN00011 Ed.(08/23)

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Duarte, County of Los Angeles, State of California, has entered into an Agreement with All American Asphalt hereinafter designated as the "Principal", for constructing FY 23-24 STREET REHABILITATION PROJECT and,

WHEREAS, said Principal is required to furnish a bond in connection with said contract, providing that if said Principal, materials, provisions, provender or other supplies or terms used, in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth;

NOW, THEREFORE, we the Principal and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto the City of Duarte in the penal sum of One Million One Hundred Ninety Nine Thousand One Hundred *Dollars (\$ 1,199,199.00), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

*** Ninety Nine and 00/100**

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies, or teams used in upon or about the performance of work contracted to be done or for any labor thereon of any kind, as required by the provisions of an act of the Legislature of the State of California entitled "An act to secure the payment of claims or persons who furnish materials, supplies, teams, implements, or machinery used or consumed by such Contractors in the performance of such work, and prescribing the duties of certain officers with respect thereto", approved May 10, 1919, as amended, and provided that the persons, companies, or corporations so furnishing said materials, provisions, provender, or other supplies, teams, appliances or power used in, upon, for or about the performance of the work contracted to be executed or performed, or any person, company or corporation renting or hiring teams or implements or machinery or power for or contributing to said work to be done, or any person who performs work or labor upon the same or nay person who supplies both work and materials therefore, shall have complied with the provisions of said Act, then said Surety will pay the same in or to an amount not exceeding the amount here-in-above set forth, and also pay, in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the Court, awarded and taxed as in the above mentioned statute provided.

This bond shall insure to the benefit of any and all persons, companies, and corporations entitled to file claims under said Act, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

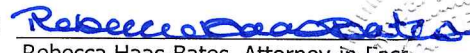
[SIGNATURES IN FOLLOWING PAGE]

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their seals this 28th day of March, 2024, the name and corporate seal of each corporate party being affixed hereto, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

All American Asphalt


Principal
Edward J. Carlson, Vice President

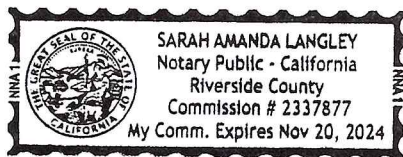
Fidelity and Deposit Company of Maryland
Surety

By: 
Rebecca Haas-Bates, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**CIVIL CODE § 1189**

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

State of California

County of RiversideOn April 2, 2024 before me, Sarah Amanda Langley, Notary Public,
Date Here Insert name and Title of the Officerpersonally appeared Edward J. Carlson
Name of Signer

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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document Labor and Material BondDocument Date: 03/28/2024 Number of Pages: 3Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney in Fact**Capacity(ies) Claimed by Signer(s)**Signer's Name: Edward J. Carlson☐ Individual☒ Corporate Officer — Title(s): Vice President☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

All American AsphaltRIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: N/A☐ Individual☐ Corporate Officer — Title(s): N/A☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: N/A

Signer is Representing:

N/ARIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)
County of Orange)

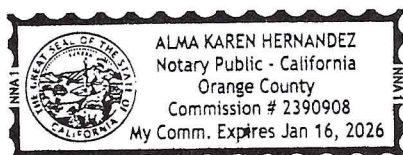
On 03/28/2024 before me, Alma Karen Hernandez, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Payment Bond No. 7671950 Document Date: 03/28/2024
Number of Pages: Two(2) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys -in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28th day of March, 2024.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

PRF7671950

Bond Number

City Of Duarte

Obligee

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Rebecca Haas-Bates, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 28th day of March, A.D. 2024.



ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 28th day of March, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

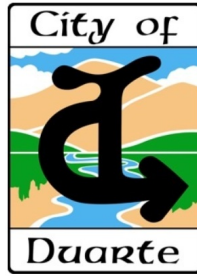
Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



GEN00011 Ed.(08/23)

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



ITEM: 11.J

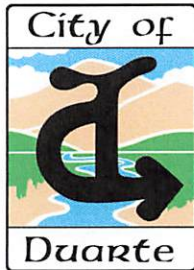
Resolution to approve Fiscal Year 2024-25 SB1 Funding: The Road Repair and Accountability Act of 2017 Project List

Recommended Action:

Adopt Resolution No. 24-03, setting forth the list of projects for Fiscal Year 2024-25 funded by SB1: The Road Repair and Accountability Act of 2017.

Attachments:

[11.J - Staff Report - Adoption of Resolution No. 24-03 to approve FY 24-25 SB1 Funding The Road Repair and Accountability Act of 2017.pdf](#)



AGENDA REPORT

MEETING DATE: April 23, 2024

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Stephanie Sandoval, Public Works Manager

SUBJECT: Resolution to approve Fiscal Year 2024-25 SB1 Funding: The Road Repair and Accountability Act of 2017 Project List

RECOMMENDATION: Adopt Resolution No. 24-03, setting forth the list of projects for Fiscal Year 2024-25 funded by SB1: The Road Repair and Accountability Act of 2017

FISCAL IMPACT: The estimated SB 1 revenue for Fiscal Year 2024-25 is \$583,403. This action identifies the Fiscal Year 2024-25 Street Rehabilitation project for use of the funds

BACKGROUND

Senate Bill 1 (SB 1) was signed on April 28, 2017 by the Governor of California for the Road Repair and Accountability Act of 2017. This bill was passed to ensure that basic road maintenance, rehabilitation, and critical safety needs are met on both the local and state highway systems. The passage of SB 1 created a new permanent funding source for road maintenance and rehabilitation projects for cities and counties. Each year, cities and counties must adopt via resolution, a project list comprised of proposed SB 1 funded projects. For the upcoming fiscal year, the project list must be submitted to the California Transportation Commission (CTC) to be eligible for SB 1 funding.

In January 2021, the pavement management study was updated for the City of Duarte. The pavement management study reviewed each street in the City and provided a pavement condition index (PCI) for each stretch of roadway. When compiling a list for the Fiscal Year 2024-25 Street Rehabilitation Project, Staff focused on streets that had a PCI within the range of 57-75 (Poor to Fair Condition).

DISCUSSION/ANALYSIS

This action is identifying the use of SB 1 funds for Fiscal Year 2024-25. The project identified is the 2024-25 Street Rehabilitation Project. This project will be completed in the coming fiscal year and will be funded with a combination of the SB 1 funds and Measure M funds. In the coming year, the 2024-25 Street Rehabilitation Project will be put out for bid and the award of

contract will be brought back for City Council action.

The Fiscal Year 2024-25 Street Rehabilitation Project will consist of sections of roadways to be resurfaced with an estimated useful life of 20-25 years. The preliminary Engineer's estimate for this work is \$775,000. SB 1 funds from Fiscal Year 2024/25 and Measure M funds will provide most of the funding for the project, the remaining amount will be covered under Measure R. The City of Duarte will receive an estimated \$583,403.00 in SB 1 funding during Fiscal Year 2024-25. Construction is estimated to be completed by the spring of 2025. This action, however, is to identify the use of SB 1 funds in the Fiscal Year 2024-25.

The Fiscal Year 2024-25 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues include:

2024/2025 Street Overlay – Estimated useful Life 20-25 years

STREET NAME	FROM	TO
BLOOMDALE ST	BRADBURY AVE	BROADLAND AVE
BRADBURY AVE	BROACH AVE	KELLWIL WY
BRADBURY AVE	KELLWIL WY	DUARTE RD
BRADBURY AVE	MAYNARD DR	HUNTINGTON DR
BROADLAND AVE	BLOOMDALE ST	MAYNARD DR
CAPEHART AVE	BROACH AVE	BROADLAND AVE
CITRUS VIEW AVE	HURSTVIEW	DUARTE RD
GALEN ST	BUENA VISTA ST	END ST
HURLOCK AVE	BROACH AVE	STARHAVEN AVE
HURLOCK AVE	STARHAVEN AVE	GALEN ST
HURSTVIEW ST	MOUNTAIN AVE	CITRUS VIEW AVE
HURSTVIEW ST	WARDELL AVE	WARRINGTON AVE
HURSTVIEW ST	PARK ROSE AVE	WARDELL AVE
HURSTVIEW ST	WARRINGTON AVE	BROACH AVE
HURSTVIEW ST	CITRUS VIEW AVE	PARK ROSE AVE
KELLWIL WY	WARRINGTON AVE	BRADBURY AVE
MAYNARD DR	BRADBURY AVE	BROADLAND AVE
MAYNARD DR	PARK ROSE AVE	END ST
PARK ROSE AVE	HURSTVIEW ST	DUARTE RD
PARK ROSE AVE	MAYNARD DR	BLOOMDALE ST
STARHAVEN ST	BUENA VISTA ST	END ST
TUCKAWAY LN	BUENA VISTA ST	END ST
WARDELL AVE	HURSTVIEW ST	DUARTE RD.
WARRINGTON AVE	KELLWIL WY	DUARTE RD
WARRINGTON AVE	HURSTVIEW ST	KELLWIL WY

RECOMMENDATION

Adopt Resolution No. 24-03, setting forth the list of projects for Fiscal Year 2024-25 funded by SB1: The Road Repair and Accountability Act of 2017.

FISCAL IMPACT

The estimated SB 1 revenue for Fiscal Year 2024-25 is \$583,403. This action identifies the Fiscal Year 2024-25 Street Rehabilitation project for use of the funds.

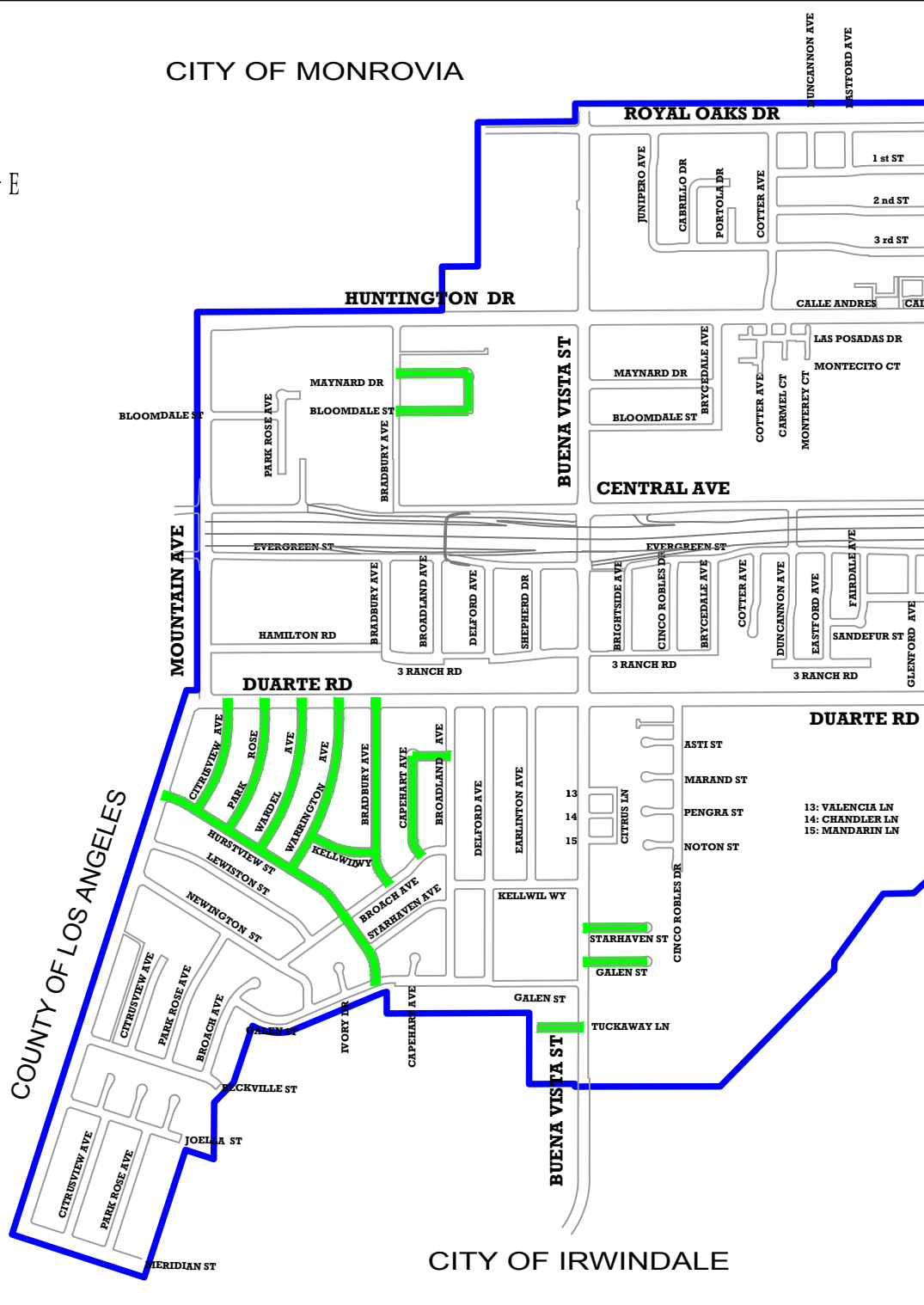
ATTACHMENTS

“Attachment A” - Project Map

“Attachment B” – Resolution No. 24-03

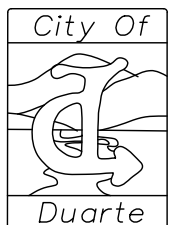


CITY OF MONROVIA



City of Duarte

**FY 25 STREET REHABILITATION PROJECT
UPDATED 04/10/24**



RESOLUTION NO. 24-03

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$535,000 in RMRA funding in Fiscal Year 2024-25 from SB 1; and

WHEREAS, this is the 8th year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate local street segments, and active transportation infrastructure such as sidewalk construction and improvements, and accessibility ramp upgrades throughout the City this year and annual of similar projects into the future which have been included in the City's five year CIP; and

WHEREAS, the 2021 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in "good" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "very good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant

positive co-benefits statewide. Increasing the quality of local roads will allow the City to improve safety of the roads and pedestrian paths’ for multimodal users as well as reduce future maintenance costs.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of Duarte, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues:

Project Title: FY24-25 Street Rehabilitation Project

Project Description: Pavement rehabilitation or resurfacing of 25 local street segments within the City limits

Project Location: Citywide (various locations)

Estimated Project Schedule: Start (11/24)– Completion (06/25) based on the component being funded with RMRA funds

Estimated Project Useful Life: 20-25 years

PASSED AND ADOPTED by the City Council of the City Duarte, State of California this 23rd day of April, 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 Resolution No. 24-03 was adopted by the City Council of said City of Duarte at a regular meeting of said City Council held on the 23rd day of April 2024, by the following vote:

AYES:
 NOES:
 ABSTAIN:
 ABSENT:

Annette Juarez
City Clerk



ITEM: 14.A

Freeway Walls and Utility Boxes Arts Ad Hoc Committee Recommendation for Utility Box Art Program Guidelines and 2024 Call for Artists

Recommended Action:

1) Approve the Utility Box Art Program Guidelines and; 2) Approve the 2024 Call for Artists.

Attachments:

[14.A - Staff Report - Freeway Walls and Utility Boxes Arts Ad Hoc Committee Recommendation for Utility Box Art Program Guidelines.pdf](#)



AGENDA REPORT

MEETING DATE: April 23, 2024

TO: Mayor and Members of the City Council

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

SUBJECT: Freeway Walls and Utility Boxes Arts Ad Hoc Committee
Recommendation for Utility Box Art Program Guidelines and 2024
Call for Artists

RECOMMENDATION: It is recommended that the City Council: 1) Approve the Utility Box
Art Program Guidelines and; 2) Approve the 2024 Call for Artists.

FISCAL IMPACT: If approved by the City Council, a program budget of \$15,984 will
be proposed for the 24-25' City budget. A table detailing the total
costs for the Utility Box Art Program can be found in Attachment
C.

BACKGROUND

At its regular meeting on July 11, 2023, the City Council adopted Resolution No. 23-19 establishing an Ad Hoc Committee to review and make recommendations relating to public art on freeway walls and utility boxes. Pursuant to Resolution 23-19, the Ad Hoc Committee was established with members nominated by the City Council and appointed by a majority vote of the City Council and consist of no more than three (3) Councilmembers. The City Council discussed and made appointments to the Freeway Walls and Utility Boxes Arts Ad Hoc Committee at its regular meeting on September 12, 2023.

The Arts Ad Hoc Committee reviews, researches, and recommends public art relating to: (1) art on freeway walls between Mountain Avenue and Buena Vista Street; and (2) art on utility boxes for full City Council approval. The Committee has been meeting once a month since November of 2023 with the main focus so far being to establish a Utility Box Art Program.

DISCUSSION/ANALYSIS

Utility Box Art Program

To get a better understanding of how to establish a Utility Box Art Program, City staff conducted research and surveyed various cities that have implemented their own similar programs. The surveyed cities included: Arcadia, Azusa, Chino Hills, Costa Mesa, Dana Point, Fountain Valley, Monrovia, Napa, Rancho Cucamonga, and Torrance. It was discovered that cities throughout the

region either use paint or vinyl wrap as their medium of choice. The inaugural Arts Ad Hoc Committee chose to use vinyl wraps to cover each utility box with an artist submitted design and or artwork. Vinyl wraps were selected over painted boxes due to several factors, including: longevity, inherent graffiti protection, and ease of maintenance.

Traffic Signal Cabinets



The Traffic Signal Cabinets Map above shows utility boxes that are distributed throughout the City and what public agency owns the equipment. At this time, only the 17 utility boxes owned by the City of Duarte are eligible for participation in the Program. City staff plans on exploring partnership opportunities for program expansion to other publicly and privately-owned utility box locations (e.g. CalTrans, electrical, television and phone utilities) in the future. As shown on the map above, there are various utility boxes within Duarte, but not all are owned by the City.

Based on available funding and available utility boxes, the City will fund three or more projects each year. For its first year, the Arts Ad Hoc Committee has selected four (4) utility boxes to start the Program and are displayed on the map with a gold star icon. It was decided that the four boxes chosen would be in the following locations:

- Utility Box #1 - Southeast corner of Huntington Drive and Mountain Avenue
- Utility Box #2 - Southwest corner of Duarte Road and Circle Road
- Utility Box #3 - Northeast corner Fasana Road and Highland Avenue
- Utility Box #4 - Southeast corner of Huntington Drive and Crestfield Drive

Each utility box has been assigned a theme, picked by the Committee, based upon their relationship, association, and context with the specific location:

- Utility Box #1 - “Route 66”
- Utility Box #2 - “Medical Health”
- Utility Box #3 - “Transportation”
- Utility Box #4 - “Childhood”

The Arts Ad Hoc Committee has reviewed and recommended the Utility Box Art Program Guidelines and 2024 Call for Artists documents found in Attachment A and B. The Utility Box Art Program Guidelines establish the foundational framework for the initiative, delineating its mission, objectives, and operational procedures. These guidelines serve as a comprehensive roadmap for the program, outlining the roles and responsibilities of various stakeholders, including the Arts Ad Hoc Committee, City Council, and participating artists. They provide a cohesive structure within which the program operates, ensuring alignment with the city's broader goals of promoting public art and enhancing the urban landscape.

Complementing the guidelines, the 2024 Call for Artists document serves as a practical tool for implementing the program in the current year. This document is tailored to the specific needs and objectives of the program for any given year, detailing the application process, eligibility criteria, project themes, and submission requirements for artists interested in participating. While the guidelines offer a high-level overview of the program, the call for artists documents translate these overarching principles into actionable steps, providing clear instructions for artists to follow when preparing their proposals.

The synergy between the Program Guidelines and the 2024 Call for Artists documents is crucial for the successful execution of the initiative. By aligning the call for artists documents with the broader guidelines, the City ensures consistency and coherence in program implementation. Together, they form a comprehensive framework that supports local artists, enhances public spaces, and fosters community engagement through the transformative power of art.

Below is the projected timeline if the Guidelines and 2024 Call for Artists are approved by the City Council at tonight’s meeting:

- **Call for Artists announced:** May 6, 2024
- **Application submission deadline:** July 8, 2024 by 6 PM (PDT) or until 100 completed applications are received
- **Artwork evaluated by Arts Ad Hoc Committee:** August-September, 2024
- **Artwork approved by City Council:** September-October, 2024
- **Final design completed:** November, 2024

- **Project(s) installed:** January, 2025 (dependent upon vendor availability)

If approved by the City Council, Staff would distribute the Call for Artists and screen applications. Applications would then be reviewed and evaluated by the Arts Ad Hoc Committee. The Committee would then forward recommendations to the City Council for final approval. Once the artist's conceptual plans are approved, they would work with the vendor to produce final drawings that could be made into vinyl wraps.

Each selected artist will receive a \$750 stipend upon selection and approval of the artwork. An artist designing art for both a utility box and an accompanied pedestal will receive an additional \$200. The installation cost from the vinyl wrap vendor is estimated to be \$1,500-2,000 for one utility box and an additional \$1,000-\$1,250 for each accompanied pedestal box.

City staff will be responsible for the administration of the Utility Box Art Program. This includes managing the Call for Artists process and maintaining a webpage dedicated to the program and the respective artists. A QR Code will be integrated into the art for each utility box location, providing a link to the Program's webpage and featuring additional information about the artwork and artist.

The City will manage all repairs and replacement for vinyl wrapped boxes for up to three (3) years for each utility art box project. The City's Field Services Division will prepare the boxes for vinyl application and monitor the condition of each artwork after installation. Utility box art will be inspected annually to assess for damage and/or replacement depending on the age of the artwork. Graffiti abatement will also be the responsibility of the Field Services Division.

The City will work with a third-party vendor to install the selected designs as a graffiti-resistant vinyl wrap on each box. This collaboration ensures the durability of the artwork against vandalism and environmental factors, while also maintaining the aesthetic integrity of the installations. By working with a specialized vendor, the City ensures high-quality execution and adherence to project timelines, ultimately enhancing Duarte with vibrant and long lasting public art.

Options for the Future of the Ad Hoc Committee

Final design for the initial implementation of the Utility Box Art Program is estimated to be completed in November 2024, which marks one year of the Ad Hoc Committee's establishment. As a result, City staff is recommending the City Council discuss how future utility box art will be selected. Ad Hoc Committees are time-limited, established for a specific purpose, and not subject to the Brown Act. Once an Ad Hoc Committee's purpose has been achieved, it is disbanded. Generally, Ad Hoc Committees do not operate for more than one year. If an Ad Hoc Committee continues to operate for an extended period of time, it is often converted into a standing committee, which must meet the requirements of the Brown Act and Political Reform Act. City staff has provided options for the City Council's consideration:

- **Option 1:** Form a new Arts Ad Hoc Committee each year, which will require completion of the appointment process annually.
- **Option 2:** Convert the current Ad Hoc Committee into a standing Commission.
- **Option 3:** Have an existing Commission take on the current responsibilities of the Arts Ad

Hoc Committee.

There have been comments made by Committee members regarding the consideration of establishing a permanent commission with a more expansive art mission. Comments from Committee members can be found in Attachment D.

RECOMMENDATION

It is recommended that the City Council: 1) Approve the Utility Box Art Program Guidelines and 2024 Call for Artists documents; 2) Approve a budget amendment in the amount of \$15,984 for Fiscal Year 24-25.

FISCAL IMPACT

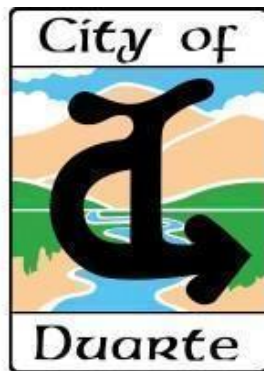
If approved by the City Council, a program budget of \$15,984 will be proposed for the 24-25' City budget. A table detailing the total costs for the Utility Box Art Program can be found in Attachment C.

ATTACHMENTS

- A. Utility Box Art Program Guidelines
- B. 2024 Call for Artists
- C. Budget Breakdown Table
- D. Comments from Arts Ad Hoc Committee Members

UTILITY BOX ART PROGRAM

Guidelines



April 23, 2024



Utility Box Art Program

Overview, Mission, & Objective

Overview

The City of Duarte is dedicated to incorporating art into public spaces, supporting efforts to create places and spaces that people will find vibrant, welcoming, and inclusive. The City owns 17 utility boxes at signalized intersections throughout the community. A Utility Box Art Program was launched in late 2023 to transform city-controlled utility boxes into beautiful art pieces that recognize the unique character of the community.

Mission

To support local and regional artists and to create an opportunity for them to showcase their talents, while promoting vibrant and memorable public art throughout the City that enhances the urban landscape.

Objective

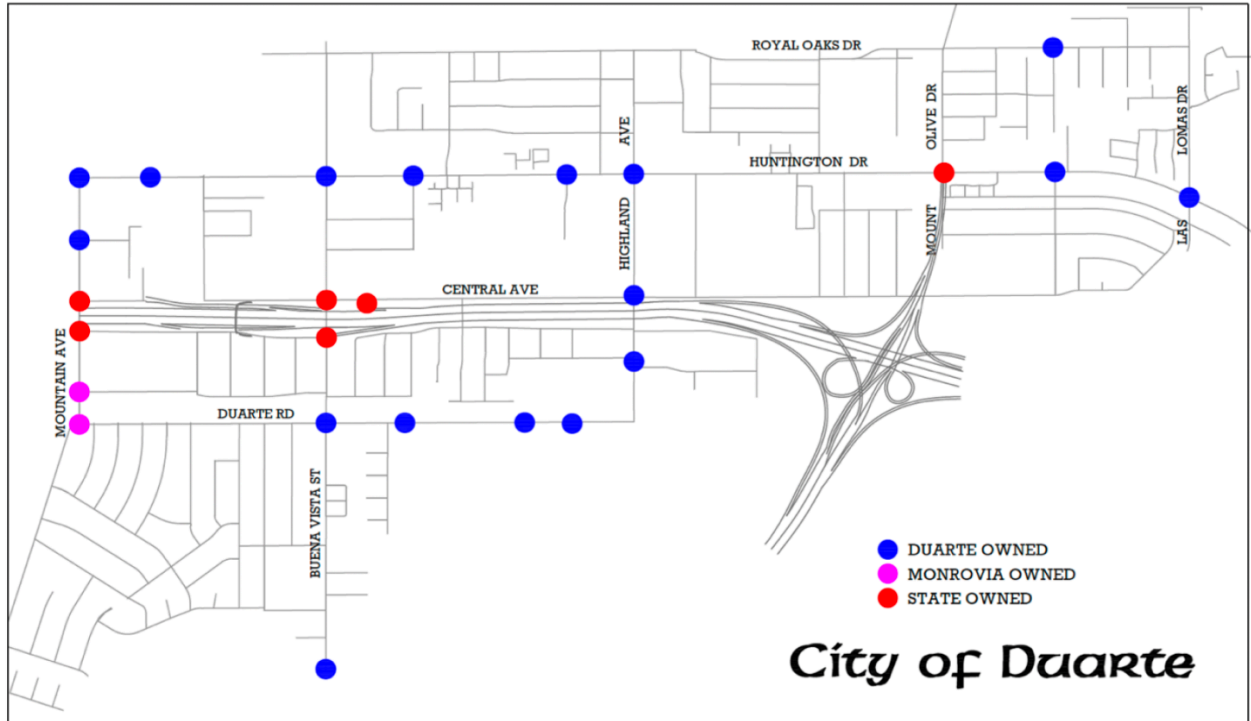
Based on available funding and available utility boxes, the City will fund three or more projects each year. Utility box art projects will be recommended by the Arts Ad Hoc Committee to the City Council for final selection, which will be conducted within two months of the Committee's recommendations. For its first year, the Arts Ad Hoc Committee has selected the theme of each of the four (4) utility box art projects, based upon their relationship, association, and context with the selected location. Future Committee's may elect to modify that year's theme; one such option would be to choose one common theme for all boxes per year.

Box Specifications & Locations

The Traffic Signal Cabinets Map shows utility boxes that are distributed throughout the City and what public agency owns the equipment. At this time, only utility boxes owned by the City of Duarte are eligible for participation in this program. The City plans on exploring partnership opportunities for program expansion to other publicly and privately-owned utility box locations (e.g. CalTrans, electrical, television and phone utilities).



Utility Box Art Program



Utility boxes owned and managed by the city are typically 64 inches tall, 30 inches wide, about 24 inches deep (for traffic signal control boxes). Generally, City utility boxes are larger in size than other private company utility boxes. Some utility boxes are accompanied by a City electrical meter pedestal. Pedestals generally measure 48 inches tall, 25 inches wide, and 16 inches deep. In locations where utility boxes are paired with meter pedestals, artists will prepare complementary designs for both pieces of equipment.

Application Medium

The inaugural Arts Ad Hoc Committee chose to use vinyl wraps to cover each box with an artist submitted design and or artwork. Vinyl wraps were selected over painted boxes due to several factors, including: longevity, inherent graffiti protection, and ease of maintenance. Once a design is approved through the Call for Artists process, vinyl wraps take two to three months to coordinate and install. Artists submit the approved artwork to be displayed and a City approved contractor/vendor measures the box, orchestrates the placement, and applies the vinyl wrap.

Future Committees may recommend painted utility boxes for consideration by the City Council. Painted boxes are very different from vinyl wrapped boxes, since they are hand applied by the artist, require additional graffiti protection, involve working in the City's right-of-way, and have different maintenance needs. Due to these



Utility Box Art Program

inherent differences, details, specifications, and requirements related to painted utility box art projects would be incorporated into future Call for Artist's applications.

Installation, Maintenance, & Repair Process

- For vinyl wrapped boxes, the City will work with a third-party vendor to install the selected designs as a graffiti-resistant vinyl wrap on each box.
- Utility Box Art will be inspected annually to assess for damage and/or replacement depending on the age of the artwork.
- The City of Duarte will manage all repairs and replacements for vinyl wrapped boxes for up to 3 years for each utility art box project. The City reserves the right to modify or remove artwork should a utility/traffic control box require maintenance, modifications or repairs as a result of unanticipated damages.
- The City may remove the art wrap at any time should it become repeatedly damaged, difficult to maintain, damaged beyond resources to repair, or as a result of another concern.

Criteria for Submissions - Artists

Artist Eligibility & Basic Information

The Utility Box Program is open to individual artists, a team of artists, or community groups who have the vision and skills to create a visually engaging image or design.

1. Applicants must reside, work, or attend school in Los Angeles County.
2. Artists must be 18 years of age or older to apply.
3. Artists may submit up to two (2) design proposals for each call for artist cycle; however, an artist can only have one (1) submission chosen by the City per calendar year.
4. The original artwork can be designed/created in any 2D medium. We encourage applicants to develop designs in digital format utilizing the template attached; however, the City will also accept photographs or scans of physical art for the application as well. The design concept must be provided in color. Selected artists will need to convert final designs into one of the following file types: PDF, .ai, .psd, TIFF or JPEG. TIFF and JPEG need to be a minimum of 300 DPI and a minimum of 2,000 pixels.
5. Each applicant will be asked to provide:
 - a. **Utility Box Art Program application**
 - b. **Original artwork**



Utility Box Art Program

- c. **Artist statement.** A maximum 200-word statement that describes why the artist is interested in designing artwork for the utility box, any previous experience working on art projects, previous experience working on public art projects (not required), and how the artist believes the art will beautify the surrounding area.
- d. **Artwork statement.** A maximum 200-word statement that describes and/or interprets the submitted artwork, as it relates to the theme and topics.
- e. **Resume (optional).**
- f. **One to three examples of previous artwork (optional).** Include a brief description of each artwork and where it was located.

Submission Requirements:

- All artworks must be original and created by the artist(s) applying for this project.
- Subject matter of the artwork must be relevant and representative of the unique aspects of each site location.
- All artwork should be appropriate for all ages to view in a public setting. Artwork may not contain:
 - Political statements or persons;
 - Religious references, symbols, or numbers;
 - Drug-related or criminal conduct content;
 - Sexual imagery;
 - Offensive or obscene references or imagery;
 - Defames or invades the rights of any person (alive or dead);
 - Addresses, phone numbers, email addresses, URL's, social media handles/tags/links;
 - Copyrighted or trademarked material;
 - Commercial marketing;
 - Corporate or organizational branding; and/or
 - Representation of traffic signals or signs.
- Only original artwork is accepted. Designs may not include any breach of intellectual property, trademarks, copyrights, brands, images of illegal activity, or involve the attachment of objects to the utility box.

Recommendations for Submitting a Design:

- Ensure that the artwork is appropriate for all ages.
- Consider using bright colors and bold outlines, as they look best from the afar.



Utility Box Art Program

- Art should be visible from a distance.
- Creativity and innovation of design are encouraged.
- Envision how the design will translate onto a box shape and if it will be visually interesting from all angles and directions.
- Utilize the utility box diagram to envision how the artwork might look on the shape of the box.

Artist Stipend & Use of Imagery/Artist

Artist Stipend

Selected artists shall be compensated for their submitted artwork and/or conceptual renderings and receive a stipend upon the completion of the artist's agreement and completion of the project installation. The amount shall cover costs for the artist's time spent in creating the artwork, submitting an application, and occasionally being available for interviews or photo opportunities to be used for promotional purposes. The artist will not be responsible for installing vinyl wraps. The stipend for one utility box is \$750. Artists designing art for both a utility box and an accompanied pedestal will receive an additional stipend of \$200.

Use of Imagery and Artist Information

Photos of artwork and/or design on completed utility boxes may be displayed on an interactive map on the City of Duarte website. Information about the artist will accompany the image of the completed Utility Box Art.

Potential information to be included:

- Artist Name (given name and/or alias)
- Artist Short Biography
- Website or Social Media
- Artist and/or Artwork statement
- Title of the Artwork

Utility Box Art images and the information shown above may be used throughout the City of Duarte's social media platforms, media channels, and website.

The City reserves the right to include a QR code decal on the artwork, enabling individuals to scan and access a dedicated Utility Box Art Program webpage on the City's official website. This webpage may feature digital information about the artwork, artist, location, history, and context of each designed utility box.



Utility Box Art Program

To preserve the integrity of the artwork, the City will strategically place the QR code to minimize interference with its presentation. Every effort will be made to best match or complement the QR code's color with the artwork, ensuring seamless integration. Maintenance and replacement of the QR code decals will be the responsibility of the City.

The name of one artist or artist group name may be included on the art, but shall be limited to no more than a 2" tall x 10" wide letter block, located on no more than two sides of any box, and placed in the lower one-third of the artwork. Artist(s) names should not detract from the art.

Other Requirements

Artist

- It is the responsibility of the artist to submit a complete application by the due date listed within the application, as well as to include all required materials.
- The artist will be responsible for working with the printer/installer of vinyl wraps to assist in adjusting all artwork, files, and necessary materials for printing and installation on the utility boxes.
- The artist retains the copyright of the artwork.

City

- The City owns all installed artwork and reserves the right to copy, reproduce and adjust the artwork as it sees fit, in perpetuity.
- The City reserves the right to remove, replace or adjust the artwork as necessary for the duration of the project and/or the artwork.

Review & Evaluation Process

Utility Box Art applications are received by staff who will then forward all complete and eligible applications (up to the first 100 complete submittals in the order received) to the Arts Ad Hoc Committee for evaluation and recommendation to the City Council. Staff will present the final utility box art designs and locations, as recommended by the Arts Ad Hoc Committee, to the City Council for final approval.

The City reserves the right to not recommend or approve artwork for any art installation location, based upon the quantity, quality, or content of submittals. In the event this situation arises, the City Council may postpone one or more art installation locations to a future Call for Artists.



Utility Box Art Program

Artists will be notified by email with a timeline for final artwork if their design has been selected.

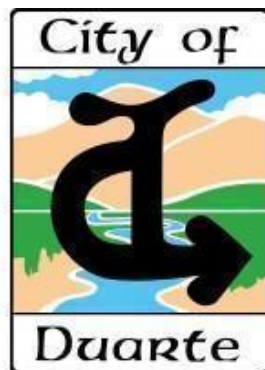
Approval Criteria:

The criteria used to select eligible artists and artwork and or designs shall be evaluated accordingly:

- Evaluation of artistic excellence.
- The relevance of the design for the site location and application of themes.
- Vibrancy, innovation, and originality of work.
- Relationship to the social, cultural and or historical identity of a location.
- Appropriateness of scale, form, content and design.
- Duarte artists or organizations may be given preference in the selection process, if all else is equal.

UTILITY BOX ART PROGRAM

Call for Artists 2024



April 23, 2024



Utility Box Art Program

Call Summary

The City of Duarte is seeking original designs by local artists to cover four (4) utility boxes, also known as traffic signal cabinets, as part of the Utility Box Art Program. Some locations also contain a smaller, metal meter pedestal adjacent to the traffic signal cabinet. The Utility Box Art Program aims to transform these metal cabinets into works of art, supporting efforts to create a more vibrant, attractive, and welcoming cityscape and contributing to the unique character of each site location. We invite local emerging artists 18 years of age and older to showcase their talents while promoting eye-catching public art throughout the City.

Each utility box location and theme has been selected for this year's program, as further described below. Artists will need to indicate their preferred location(s) on the application. All approved designs will be printed on vinyl and installed on City-owned utility boxes by a third-party vendor. The City and a third-party vendor will support the artists selected with final design submissions and modifications.

The original artwork can be designed/created in any 2D medium. We encourage applicants to develop designs in digital format utilizing the template attached; however, the City will also accept photographs or scans of physical art for the application as well. Selected artists will need to convert final designs into one of the following file types: PDF, .ai, .psd, TIFF or JPEG. TIFF and JPEG need to be a minimum of 300 DPI and a minimum of 2,000 pixels.

Selected artists will be paid a \$750 stipend per each approved design chosen for those utility box locations that contain only a traffic signal cabinet. Some locations also contain a smaller, metal meter pedestal adjacent to the traffic signal cabinet. Selected artists will be provided an additional \$200 stipend per each approved chosen design for locations that also include a meter pedestal. An artist who submits a design for locations containing both a traffic signal cabinet and a meter pedestal must produce complementary designs for both utility boxes.

Artists can submit up to two (2) design proposals for each Call for Artists cycle; however, an artist can only have one (1) submission chosen by the City per calendar year. An application is required for each submitted artwork proposal and/or location.



Utility Box Art Program

Utility Box Locations and Themes (See Attached for Pictures)

Utility Box #1

- Southeast corner of Huntington Drive and Mountain Avenue
- This location is the westerly gateway of the City and will be one of the first things motorists and pedestrians see as they enter the community. The utility box is located within the public sidewalk.
- This location contains a traffic signal cabinet only.
- The theme chosen for this location is "Route 66".
 - Huntington Drive was originally Route 66, one of the first intercontinental highways in the U.S, allowing travel between Chicago and Los Angeles. The roadway has been featured in music, film, television, and writing. Duarte was originally developed along Route 66, influencing the City's growth and development throughout the years. Utility Box #1 should reflect the City's connection with Route 66 and themes associated with Route 66.

Utility Box #2

- Southwest corner of Duarte Road and Circle Road
- This location is at the easterly entrance to the City of Hope Campus, across the street from the light rail station, and adjacent to the City's Duarte Road bike lane. The utility box will be very visible for the many staff and visitors who use light rail to commute to City of Hope, in addition to the general public. A public sidewalk surrounds the utility box.
- This location contains a traffic signal cabinet with a meter pedestal.
- The theme chosen for this location is "Medical Health".
 - City of Hope National Medical Center was established in 1913, predating the incorporation of the City. The 116-acre campus is the



Utility Box Art Program

City's largest employer and private property owner. City of Hope is designated a Comprehensive Cancer Center, and as a research institution, has produced treatments and therapies for other diseases, such as diabetes and AIDS. Duarte was also home to a second hospital – Santa Teresita. Established in 1930, the property had transformed into a hospital by 1955. The hospital closed in 2004 but Santa Teresita remains a part of the City's healthcare landscape by providing skilled nursing and a five-story medical office building. Utility Box #2 should reflect the City's longstanding affiliation with medical health and healthy lifestyles, and the people, places, and things associated therewith.

Utility Box #3

- Northeast corner of Fasana Road and Highland Avenue
- This location is adjacent to the City's light rail station, and across the street from the Duarte Station Specific Plan – the community's transit-oriented neighborhood. A 344-unit apartment building was completed last year, and a second, 292-unit, apartment building is slated to be completed by the end of the year. Future uses adjacent to this box location may include additional mid-rise apartment buildings, mixed-use, and/or hospitality. This location is located at a "T" intersection and will be very visible to eastbound Fasana Road traffic. There is no sidewalk abutting this utility box. A bike "sharrow" lane is located on both sides of Highland Avenue.
- This location contains a traffic signal cabinet with a meter pedestal.
- The theme chosen for this location is "Transportation".
 - Duarte has always been located close to major modes of transportation, including: the Santa Fe Railroad originally constructed in 1885, Route 66 built in 1926, the 210 Freeway in 1968, and finally Metro's A Line (Gold Line) opened in 2016. Utility Box #3 is located adjacent to the City's light rail station and former Santa Fe Railroad line. Box #3 should incorporate themes associated with the City's current and/or past connections with rail and may include the City's tie with other modes of transportation affiliated with the community.



Utility Box Art Program

Utility Box #4

- Southeast corner of Huntington Drive and Crestfield Drive
- This utility box is located on the public sidewalk, in front of the Maryvale Early Education Center along with the easterly segment of Huntington Drive. This location will be most visible to pedestrians and many of the commuters who take Huntington Drive for their evening commute.
- This location contains a traffic signal cabinet only.
- The theme chosen for this location is "Childhood".
 - Utility Box #4 is located next to the Maryvale Early Education Center. This location should incorporate design themes that reflect: youthfulness, education, learning, bright futures, and other imagery associated with the positive characteristics of childhood.



Utility Box Art Program

Submittal Content

The following minimum information should be provided in each proposal and will be utilized in evaluating each proposal submitted. To expedite the evaluation of proposals, submittals, shall include:

- A. Utility Box Art Program application
- B. Original artwork
- C. An artist statement (200 word maximum)
 - The statement shall describe why the artist is interested in designing artwork for the utility box, previous experience working on art projects, previous experience working on public art projects (not required), and how the artist believes the art will beautify the surrounding area.
- D. An artwork statement (200 word maximum)
 - The statement shall describe and/or interpret the artwork as it relates to the theme and topics.
- E. Resume (optional)
 - A resume that includes exhibition history and past projects.
- F. One to three examples of previous artwork (optional)
 - Include a brief description of each artwork. Please provide a hard and/or digital copy.

The original artwork can be designed/created in any 2D medium. We encourage applicants to develop designs in digital format utilizing the template attached; however, the City will also accept photographs or scans of physical art for the application as well. The design concept must be provided in color. Selected artists will need to convert final designs into one of the following file types: PDF, .ai, .psd, TIFF or JPEG. TIFF and JPEG need to be a minimum of 300 DPI and a minimum of 2,000 pixels.



Utility Box Art Program

Project Details

Project Timeline*

- Call for Artists announced: May 6, 2024
- Application submission deadline: July 8, 2024 by 6 PM (PDT) or until 100 complete applications are received
- Artwork evaluated by Arts Ad Hoc Committee: August-September, 2024
- Artwork approved by City Council: September-October, 2024
- Final design completed: November, 2024
- Project(s) installed: January, 2025 (dependent upon vendor availability)

****All dates are subject to change at the City of Duarte's discretion.***

Artist Stipend

Selected artists will be paid a \$750 stipend per each final design chosen for those utility box locations that contain only a traffic signal cabinet. Some locations also contain a smaller, metal meter pedestal adjacent to the traffic signal cabinet. Selected artists will be provided an additional \$200 stipend per each final design chosen for locations that also include a meter pedestal. The stipend will be paid ½ upon selection, ½ after final installation. The City will cover the cost of installation and maintenance of the utility box wrap.

Application and Review Process

Please complete the attached application and submit it to the Community Development Department no later than July 8,, 2024 at 6 PM (PDT). Entries must be postmarked, emailed, or hand-delivered no later than the deadline time and date. If submitting via email, the application must be a PDF file. Artwork must be uploaded and sent utilizing media requirements found below:

Email

Email: jgolding@accessduarte.com

Subject: Utility Box Art Program



Utility Box Art Program

Mail/Walk-in

City of Duarte
Community Development Department
1600 Huntington Drive
Duarte, CA 91010

Artwork will be evaluated and recommended by the Arts Ad Hoc Committee to the City Council for final approval. Artists will be notified within one (1) week of City Council approval, if their work is selected.

Media/Art Requirements

Design Guidelines

- A. Utility box art may be graphic art, photos, or similar material that can be converted to digital format.
- B. Artwork must be original and may not contain advertising, copyrighted material, religious art, drug-related content, sexual imagery, or convey political partisanship. All artwork should be appropriate for all ages to view in a public setting.
- C. Art should be visible from a distance.
- D. Text is discouraged, however if the design is to include text, it must be included in the proposal. The artist must have the right to use this text.
- E. The name of one artist or artist group name may be included on the art, but shall be limited to no more than a 2" tall x 10" wide letter block, located on no more than two sides of any box, and placed in the lower one-third of the artwork. Artist(s) names should not detract from the art.

Media Requirements

- A. Photography/photos submitted must be taken with a high-resolution camera with a minimum resolution of 20 megapixels.
- B. Selected artwork must be created in or convertible to AI, PDF, PSD, or JPEG formats. These formats are most common because of the workability of the files, which helps prevent pixelation in the final prints. Size/resolutions should be minimum 300 dpi, minimum of 2,000 pixels, and 40" wide by 20" high.



Utility Box Art Program

- C. The City reserves the right to make layout edits to the design to ensure proper scaling, and to ensure the artwork does not cover any keyholes, meter windows, door hinges, sensors, ventilation, etc.
- D. Artists of selected artwork understand and agree to the following: Selected artwork will be digitally applied to anti-graffiti vinyl and wrapped on utility boxes that may be targeted by vandals. Art is applied to functioning equipment that may need repair or replacement. No guarantee is issued for the location or longevity of the display. The vendor may make adjustments to the finished piece to address installation challenges.

Artist Requirements

Artist Eligibility

- A. Artist must be 18 years of age or older to apply.
- B. Applicants must reside, work, or attend school in Los Angeles County.
- C. Application is open to all artists: professional, amateur, and student.
- D. Open to individual artists, or a team of artists working as a group. If applying as a group, the application will need to be submitted as a group; and all individuals associated with the group must complete and sign both the Artist Application and the Utility Box Art Policy forms.
- E. Artist may be evaluated on previous experience.
- F. If all else is equal, priority will be given to residents of Duarte.

Artist Responsibilities

- A. It is the responsibility of the artist to submit a completed application by the listed due date, as well as to include all required materials.
- B. The artist shall adhere to all Utility Box Art Program Guidelines and the Call for Artists application.
- C. Artist will be responsible for working with the printer/installer of vinyl wraps to assist in adjusting all artwork, files, and necessary materials for printing and installation on the utility boxes.
- D. The artist retains the copyright of the artwork.

City Responsibilities



Utility Box Art Program

- A. The City will work with a third-party vendor to install the selected designs as a graffiti resistant vinyl wrap on each box.
- B. The City is responsible for the maintenance of artwork.
- C. The City owns all installed artwork and reserves the right to copy, reproduce and adjust the artwork as it sees fit, in perpetuity.

Process and Installation

Art Duration

While this art is intended for long term use (5+ years), the City reserves the right to modify or remove artwork should a utility box require maintenance, modifications, repairs, or any other reason deemed by the City. Should this occur, the City can convert the utility box back to its original state and color, solicit new proposals and change the artwork, or work with the artist to update the art to the respective changes that occurred.

Ownership

Under the terms of the City's contract with the artist, all City-funded art installed on City property is owned by the City upon its completion. Additionally, the attached terms and hold harmless agreement is required for entry.

Selection Process

- A. Selection and approval will be based on the original artwork meeting the location's theme, innovation, appropriateness, originality, visual impact, and Approval Criteria provided in the Program Guidelines.
- B. All entries will be reviewed, scored, and recommended by the Arts Ad Hoc Committee for ultimate consideration and approval by the City Council.
- C. Artists will be notified by City staff if their artwork is approved or not.
- D. A vendor of City staff's choosing will work with the artist, and then install a vinyl wrap of the approved original artwork.
- E. Selected artists must provide a completed IRS Form W-9 prior to payment and will receive an IRS Form 1099 for any amount over \$600.

Contact Information

For additional questions regarding this program, please contact Jason Golding, Planning Manager, at (626) 357-7931 ext. 231 or via email at jgolding@accessduarte.com.



Utility Box Art Program

Artist Application Form

Full Name:	Alias:
Date of Birth:	Address:
City:	Zip Code:
Phone Number:	Email:
Utility Box Number and Theme:	
Artwork Title:	

Application Checklist	
☐	Signed and initialed artist application form for each submitted design proposal
☐	Artist statement (maximum 200-words)
☐	Artwork statement (maximum 200-words)
☐	Resume (optional)
☐	One (1) to three (3) examples of previous artwork (optional)
☐	Signed Utility Box Art Terms, Agreements & Releases form
☐	Artwork, which must meet submittal content and applicable media requirements

I certify that I have created the attached artwork _____ (Please initial)

I have read and agree to the City of Duarte's requirements and responsibilities provided within the Utility Box Art Program Guidelines.

Applicant/Artist Signature

Date

OFFICE USE ONLY

☐ Received Date: _____	☐ Incomplete Date: _____	Comments/Case No.
☐ Received Time: _____	☐ Complete Date: _____	



Utility Box Art Program

Utility Box Art Terms, Agreements, & Releases

Please print clearly:

Artist Name: _____

D.O.B.: _____

Address: _____

City: _____ Zip: _____

Cell Phone: _____

Email: _____

Terms of Submission

I agree that: (1) I have read and agree to adhere to all application procedures, requirements, responsibilities, guidelines, and other general information related to the Utility Box Art Program; (2) my submission(s) and their contents will be original art and automatically become the property of the City of Duarte, with no compensation to me; (3) The City of Duarte may use or redistribute the submissions and their contents for any purpose and in any way; (4) there is no obligation for the City of Duarte to review the submission; and (5) there is no obligation to keep any submissions confidential. Further, I agree to waive any and all rights in the Visual Artists Rights Act, 17 U.S.C §§106A and 113(d) ("VARA"), the California Art Preservation Act, Cal. Civil Code §§987 and 989 ("CAPA") including but not limited to, rights of attribution and rights to removal or possession.

Hold Harmless Agreement

I agree to waive and release the City of Duarte and its officers, agents, and employees from and against any and all claims, cost liabilities, expenses, or judgments, including attorney's fees and court costs arising from my child's (or my) participation in the City's Utility Box Art Program or any illness or injury resulting therefrom.

This waiver release is intended as a full and complete release covering any possible claims, contingent or otherwise, involving personal injury or property damage which may arise in connection with the Utility Box Art Program. This release includes, although it is not specifically limited to, any claim for any injuries or damages which the undersigned may suffer in connection with the Utility Box Art Program, related actions in connection with any work, labor, or services performed by the undersigned for or on behalf of the City or the Utility Box Art Program, regardless of whether the undersigned is actually participating in said activities, any injury to the person or damage to property which may be suffered by the undersigned as the result of or arising out of the participation in the Utility Box Art Program.



Utility Box Art Program

I further agree to indemnify and hold harmless the City of Duarte from and against any and all such claims, whether caused by negligence or otherwise, except for illness and injury resulting directly from willful misconduct on the part of the City, and its employees. I understand and agree that by signing this waiver, I am freeing the City of Duarte, its officers, agents, or employees from any liability resulting from my child's (or my) participation in this activity.

Photo & Videography Release

I give my permission to the City of Duarte to photograph or video record me, or my children, participating in the program for use in the City of Duarte's publicity and publications and will not seek compensation for such.

Applicant/Artist Signature

Date



Utility Box Art Program

Selected Utility Boxes

Utility Box #1: Southeast corner of Huntington Drive and Mountain Avenue

Art Box Theme: Route 66



North (Front)



South (Back)



East (Side)



West (Side)



Utility Box Art Program

Utility Box #2: Southwest corner of Duarte Road and Circle Road (one traffic signal cabinet and one meter pedestal)

Art Box Theme: Medical Health



North (Front)



South (Back)



Utility Box Art Program



East (Side of Utility Box)



West (Side of Utility Box)



East (Side of Pedestal)



West (Side of Pedestal)



Utility Box Art Program

Utility Box #3: Northeast corner of Fasana Road and Highland Avenue (one traffic signal cabinet and one meter pedestal)

Art Box Theme: Transportation



West (Front)



East (Back of Utility Box)



East (Back of Pedestal)



Utility Box Art Program



North (Side of Utility Box)



South (Side of Utility Box)



North (Side of Pedestal)



South (Side of Pedestal)



Utility Box Art Program

Utility Box #4: Southeast corner of Huntington Drive and Crestfield Drive

Art Box Theme: Childhood



North (Front)



South (Back)



West (Side)



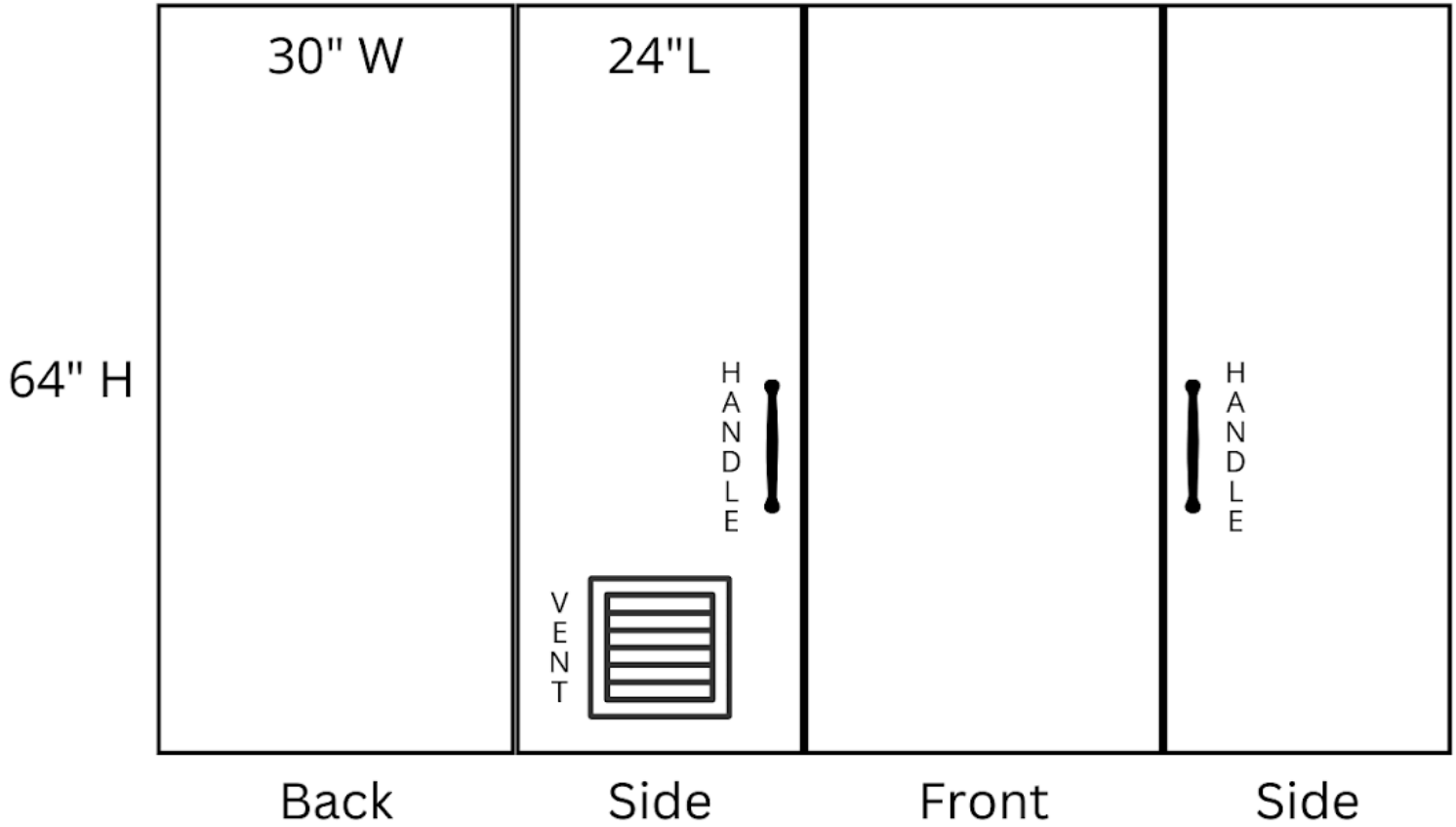
East (Side)



Utility Box Art Program

Typical Utility Box Template

Actual Box May Vary



PROPOSED BUDGET - UTILITY BOX ART PROGRAM

	<u>Vinyl Wrap Costs</u>	<u>Stipends</u>	<u>Repairs</u>	<u>SUBTOTAL</u>
Location #1	\$1,500	\$750	\$500	
Location #2	\$2,500	\$950	\$750	
Location #3	\$2,500	\$950	\$750	
Location #4	\$1,500	\$750	\$500	
	\$8,000	\$3,400	\$2,500	\$13,900
Contingency @ 15%				\$2,085
TOTAL				\$15,985

Dear Duarte City Council,

We are honored to have served in the first iteration of the Duarte Arts Ad Hoc Committee and are proud of the work that the committee has delivered. Duarte already does exemplary and engaging programming such as its Summer Concert Series, Easter Eggstravaganza, 4th of July Celebration and other wonderful events. These programs are all examples of effective community building opportunities that Duarte has created.

The Duarte Arts Ad Hoc committee is an extension of the community building process. The city has taken the first step in something that has the potential to strengthen our community in many ways. During our conversations as a committee, we encountered discussions regarding the bigger picture; the role that art plays in Duarte. Although we were speaking of beautification projects in this case, the bigger picture wasn't in focus. Public Art can accomplish so much more, however without focus as whole on the mission of the art that is being decided on it we are not reaching our full potential.

Recommendation

Through various mediums of public art, Duarte has the opportunity to tell a story of who we are as a community, what we value, about our history and create a sense of culture, amongst many other things. In order to do this, it is essential to create a system that oversees the goals of art that is included in the city's growing art collection. We ask that further consideration be discussed in establishing a permanent commission with a specific mission for public art plans going forward..This commission should be the torch bearers that keep the city's artistic mission moving forward.

Why Now?

The City of Duarte is looking to expand and create an artistic presence through murals and utility boxes. However, the concept and execution portion of these projects is one of many steps taken through a traditional public art process. The city of Duarte now has the opportunity to examine its public art process and be mindful and deliberate of the process and production.

Benefits to Public Art in Duarte.

Public art serves many purposes in civic environments. It has the potential to engage and promote civic activation, create financial opportunities, and foster a sense of culture in a city. In taking a holistic approach to public art, the city gains to experience all the benefits of public art including:

- It's aesthetically pleasing, adding public art to spaces provides beautification for the city.
- Public art creates civic engagement by uniting artists, community members, organizations and political figures with the common cause of placemaking.
- Public art creates opportunities for people to gather in a place functioning, not only for the local community, but also for surrounding cities.
- Through visual arts we have the opportunity to display the history and future of Duarte.

- Public art gives the community ownership. Involving stakeholders promotes discussions and invites people to have a part in the creation of their city. An increase of stakeholder interests also promotes longevity in the lifespan of public art projects.
- It provides employment of local artists as well as training opportunities for future artists in the community.
- Public art solves civic problems in creative ways. With art pieces such as Shadow Play by Howler +Yoo. which combined aesthetically pleasing design and the need for a public shade structure.
 - “The geometry of the canopy maximizes the production of shade and shadow while allowing for breezes and air movement.” Solar-powered canopies draw renewable energy from the sun to light the space at night.
- Public Art has the potential to invigorate local businesses and reinvigorate under used public spaces.
- Improves public safety- Research has proven that public art creates safer communities.
 - “Impact of asphalt art—which combines public art projects with improvements to transportation infrastructure to create installations like intersection murals or crosswalk art—found it led to notable improvements in public safety, with an analysis of 17 crossings and intersections before and after the addition of asphalt art showing a 50 percent decrease in the rate of crashes involving pedestrians or other vulnerable road users, a 37 percent decrease in the rate of crashes leading to injuries, and a 17 percent decrease in the total crash rate.”
- Public Art is inclusive- Good art isn’t always behind a museum display. Creating public art opportunities allows for exposure opportunities to those who do not have the means or ability to access quality art.

Art Typologies that Lend Themselves to Public Art Models

- | | |
|-------------------------|--------------------------|
| • Murals | • Mosaics |
| • Utility Boxes | • Festivals/Performances |
| • Sculptures | • Artistic Bus Stops |
| • Installations | • Performances |
| • Decorative Benches | • Festivals |
| • Decorative CrossWalks | • Art Walks |

Below, please find a few samples of additional public art methods in different cities. We thank you for considering this matter and are happy to discuss this further. We are looking forward to participating and improving our city.

Debbie Ortiz
Brian Quandt

Samples of Effective Public Art Projects

Chicano Park, Various Artists || Logan Height, San Diego



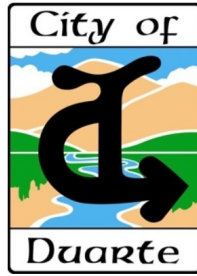
Shadow Play, Howler + Yoo || Phoenix, Arizona





**THE DISCOVERY OF LONG BEACH AND FOUNDING OF THE CITY OF LONG BEACH
AND.., Mosaic by Sandow Birk || Long Beach**





ITEM: 14.B

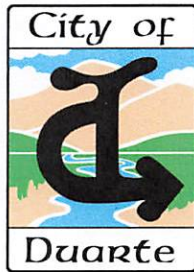
Award of Contract - Royal Oaks Park Gazebo Replacement - Project 24-9

Recommended Action:

Award the construction contract for the Royal Oaks Park Gazebo Replacement Project to FS Contractors, Inc., as the lowest responsive and responsible bidder in the amount of \$64,900, in addition to a ten percent contingency, for a total project budget not to exceed \$71,390.

Attachments:

[14.B - Staff Report - Award of Contract - Royal Oaks Park Gazebo Replacement - Project 24-9.pdf](#)



AGENDA REPORT

MEETING DATE: April 23, 2024

TO: Mayor and Members of the City Council

FROM: Manuel Enriquez, Director of Parks and Recreation

SUBJECT: Award of Contract – Royal Oaks Park Gazebo Replacement – Project 24-9

RECOMMENDATION: Staff recommends City Council award the construction contract for the Royal Oaks Park Gazebo Replacement Project to FS Contractors, Inc., as the lowest responsive and responsible bidder in the amount of \$64,900, in addition to a ten percent contingency, for a total project budget not to exceed \$71,390.

FISCAL IMPACT: Project budgeted in Fiscal Year 2023/24 from Park Improvements Capital line (400-4005-8041) and will be funded by California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 Per Capita Program.

BACKGROUND

In the current 2023/24 Fiscal Year, City Council's approved budget included \$80,000 for the replacement of the Royal Oaks Park Gazebo, No.1, given the need for replacement and common goal to maintain the park's appeal and bring the community together.

DISCUSSION/ANALYSIS

The Royal Oaks Park Gazebo Replacement project consist of providing the necessary labor, equipment, and machinery to remove, haul away, and properly dispose of the existing metal shade structure and concrete pad, forming and pouring of a 4" thick, 18'x18' concrete pad/foundation with a broom finish, excavating and installing four (4) concrete footings including rebar cages and anchor bolts, and the assembly and installation of one (1) Americana 15'X15' Navajo Style Shelter with four posts and 10' entry height, including rain gutters and downspouts.

On March 7, 2024, the City published an invitation to bid on the Royal Oaks Park Gazebo Replacement, Project 24-9, in accordance with Duarte Municipal Code (DMC) Section 2.36.060. On March 27, 2024, the City received four (4) bids for the subject project. The bids were reviewed for responsiveness to the bid specification requirements.

The following results were determined to be in conformance with the bid documents and specifications. Therefore, staff recommends that the bid be awarded to the lowest responsive and responsible bidder.

Responsive and responsible bidder results:

1. FS Contractors, Inc.	\$ 64,900.00
2. M-RE Construction, Inc.	\$ 75,000.00
3. Pub Construction	\$ 110,500.00
4. Gentry General Engineering, Inc.	\$ 118,305.00

RECOMMENDATION

Staff recommends City Council award the construction contract for the Royal Oaks Park Gazebo Replacement Project to FS Contractors, Inc., as the lowest responsive and responsible bidder in the amount of \$64,900, in addition to a ten percent contingency, for a total project budget not to exceed \$71,390.

FISCAL IMPACT

Project budgeted in Fiscal Year 2023/24 from Park Improvements Capital line (400-4005-8041) and will be funded by California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 Per Capita Program.

ATTACHMENT

Attachment A: Agreement for Construction or Maintenance Services

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 the Director of Parks & Recreation 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 or by e-mailing the notice to the e-mail addresses as set forth below:

If to City:	City of Duarte 1600 Huntington Drive Duarte, CA 91010 Attn: Director of Parks & Recreation
If to Contractor:	FS Contractors, Inc. 14838 Bledsoe Street Sylmar, CA 91342 Attn: Jose Angel Fierros, President

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

City Manager

Date: _____

ATTEST

City Clerk

Date: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

City Attorney, City of Duarte

Date: _____

CONTRACTOR
FS Contractors, Inc.

By: J. Angel Fierros
Jose Angel Fierros

Its: President

Date: 4/11/24

By: _____

Its: _____

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 to replace the park gazebo at Royal Oaks Park – 2627 Royal Oaks Drive.

1. Demolition, Removal, and Disposal of Existing Shade Structure

The work included in this item shall consist of providing the necessary labor, equipment, and machinery to remove, haul away, and properly dispose of (1) existing 12'X12' metal shade structure. All demolition materials shall be immediately removed from the site and disposed of at the Contractor's expense at a legal dumpsite.

2. Demolition and Disposal of Existing 4" Concrete Pad

The work included in this item shall consist of providing the necessary labor, equipment, and machinery to remove, haul away, and properly dispose of the existing 15'X15' concrete pad. All demolition materials shall be immediately removed from the site and disposed of at the Contractor's expense at a legal dumpsite.

The Contractor shall carry out this work in a way not to disturb or put overburden on any existing utility and exercise all possible caution to avoid damage to adjacent improvements. Any damaged improvements will be replaced in kind by the Contractor.

3. Excavation and Installation of Footings

The work included in this item shall consist of providing the necessary labor, equipment, and machinery to excavate and install four (4) concrete footings based on 3'DIA x 6' depth, including rebar cages and anchor bolts.

4. Form and Pour New 4" Thick 18'x18' Concrete Pad/Foundation

The work included in this item shall consist of the forming and pouring of a 4" thick, 18'x18' concrete pad/foundation with a broom finish.

5. Assembly and Installation of New Shade Structure

The work included in this item shall consist of the assembly and installation of one (1) Americana 15'X15' Navajo Style Shelter with (4) posts and 10' entry height, including rain gutters and downspouts. (Color to be determined).

PERFORMANCE SCHEDULE:

Construction shall be completed within 45 working days after the date stipulated on the Notice to Proceed.

EXHIBIT B

Budget and Fee Schedule

BASE BID FOR ROYAL OAKS PARK GAZEBO REPLACEMENT					
Line Item	Bid Items	UofM	Quantity	Unit Price	Extension
1	Demolition, removal, and disposal of existing shade structure	Each	1	\$4,900.00	\$4,900.00
2	Demolition and disposal of existing 4" concrete pad	SF	1	\$3,000.00	\$3,000.00
3	Excavation and installation of footings	Each	4	\$2,000.00	\$8,000.00
4	Form and pour new 4" thick 18'x18' concrete pad/foundation	SF	1	\$9,000.00	\$9,000.00
5	Assembly and installation of new shade structure	Each	1	\$40,000.00	\$40,000.00
Total Base Bid					\$64,900.00

EXHIBIT C

Insurance Requirements

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

(i) Commercial General Liability Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 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): Five Million Dollars (\$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) Concurrence 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.