



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 9, 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

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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.

6:00 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. [Community Development Update](#)

B. Parks and Recreation 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 - March 26, 2024 (CC/HA/FA)

It is recommended that the City Council approve the minutes of March 26, 2024.

D. Approval of Warrants - April 9, 2024 (CC/HA/FA)

It is recommended that the City Council approve the warrants of April 9, 2024.

E. Receive and File the Community Development Update

It is recommended that the City Council receive and file the Community Development Department Update for the month of April 2024.

F. Receive and File the Parks and Recreation Department Update

It is recommended that the City Council receive and file the Parks and Recreation Department Update for the month of April 2024.

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

It is recommended that the City Council 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.

H. Landscape Design Contract with Site Design Studio

It is recommended that the City Council 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.

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

It is recommended that the City Council authorize the City Manager to sign a 10 year extension to the current lease for Public Safety in the Mountain Vista Plaza Shopping Center.

12. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

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](#)

It is recommended that the City Council 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”).

B. [Adoption of Resolution No. 24-02 regarding the proposed thresholds of significance for purposes of analyzing transportation impacts](#)

It is recommended that the City Council 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.

C. [City of Duarte City Council Reimbursement Policy](#)

It is recommended that the City Council discuss the amended Expense Reimbursement Policy and adopt the amended policy.

15. CONTINUATION OF ORAL COMMUNICATIONS

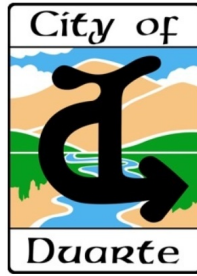
16. ITEMS FROM CITY COUNCIL/HOUSING AUTHORITY/FINANCING AUTHORITY MEMBERS AND CITY MANAGER/EXECUTIVE DIRECTOR/REPORTS OF MEETINGS ATTENDED PER GOVERNMENT CODE SECTION 53232.3

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 3rd day of April, 2024.



ITEM: 1.A

City Manager Written Comments

Recommended Action:

Attachments:

[1.A - C.M. Comments 4-9-24.pdf](#)



MEMORANDUM

TO: City Council
FROM: Brian Villalobos, City Manager
DATE: April 1, 2024
SUBJECT: Comments on Agenda Items, Meeting of April 9, 2024

ITEM 8.A. (Special Items). Community Development Department update - Community Development Director Hensley will provide an update for the council.

ITEM 8.B. (Special Items). Parks and Recreation Department update - Parks and Recreation Director Enriquez will provide an update for the council.

ITEM 11.E. (Consent Calendar). The Community Development Department has submitted the monthly report for April 2024 for review.

ITEM 11.F. (Consent Calendar). The Parks and Recreation Department has submitted the monthly report for April 2024 for review.

ITEM 11.G. (Consent Calendar). Approval of Contract with Pyro Spectaculars Inc. for the 2024 Independence Day Fireworks Show - Since 2019, the City has held an Independence Day Celebration and Fireworks Show event on the third of July (excluding 2020). This free community-wide special event has traditionally featured live musical entertainment, dancing, food vendors/trucks, a family play area, community resource booths, and a spectacular fireworks display. Given the continuously increasing event attendance year after year and community's favorable response, the City Council again allocated funds in this year's budget for a 2024 Independence Day Celebration and Fireworks Show. The event's fireworks production has been provided without incident by Pyro Spectaculars, Inc. since its inception. Their highly skilled on-site pyrotechnics team has continuously proven that they keep safety as the highest priority and have worked seamlessly with Parks and Recreation Department personnel. More, given the evolving construction work still taking place for Duarte High School's new gymnasium within the vicinity of the pyro launching and fallout zones, Pyro Spectaculars, Inc. and our same assigned lead pyrotechnics operator will continue to monitor the project's construction progress weeks leading up to the City's event and adjust accordingly based on their previous technical site experience and conditions. Pursuant to Municipal Code 2.36.050. (O), staff is recommending that the City Council waive the competitive bidding process for this procurement. As discussed above, Pyro Spectaculars, Inc.'s unique qualifications, and technical site knowledge and familiarity with our event venue space has demonstrated their ability to provide the City of Duarte with high-quality fireworks displays while maintaining an excellent safety track record. This year's production agreement includes a full-service program for our Independence Day Celebration; including music production and choreography, the same licensed pyrotechnic operator we've had since the commencement of this event and a specialized crew, electronic firing system, suitable insurance coverage, and related fireworks permits. The eighteen-minute fireworks display would start at 9 PM and launch from Duarte Sports Park, lower baseball fields. Event attendees would again convene on the upper baseball fields of the park to view the fireworks show. The cost for Pyro Spectaculars, Inc. services is \$27,500. Funds are available and budgeted for in FY 2023/24, under the General Fund (100-1605-7758).

ITEM 11.H. (Consent Calendar). Approval of Contract with Site Design Studio - The Duarte Station Specific Plan was adopted by the City Council in November of 2018. The specific plan guides the development of the area adjacent and north of the Metro A Line Station. One of the design elements of the plan was the proposal for a 33' wide pedestrian zone (Promenade) along the west side of Highland Avenue north to the 210 Freeway. The promenade will be a mix of walkway, landscape, hardscape, public art and other elements. At its December 12, 2023 meeting, City Council authorized the City Manager to sign a Professional Services Agreement with KHR Associates for the engineering portion of this project. KHR is

currently working on developing the bid set of plans. To complete the bid package, landscape design plans are also needed. Landscape design plans include plans for the landscape, irrigation and hardscape. Staff requested a proposal from Site Design Studio. Site Design Studio has extensive experience in designing public plaza space and has experience working on the Metro site development making them uniquely qualified to provide design services. Site Design Studio will prepare bid documents for the landscape, irrigation and hardscape on the first phase portion of the project and a concept for the second phase. The second phase will be constructed by the developer of the Metro property in the future. In addition to the concept plan, a 3-D computer generated image will also be included. There will be a \$61,300 impact to the Gas Tax Fund (2205-8100), the intent is to include this in the 2024-2025 budget. This design project is necessary to prepare for construction of the Highland Promenade that is funded in part with a Measure M Grant.

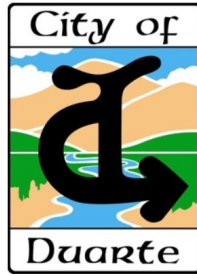
ITEM 11.I. (Consent Calendar). Approval of Public Safety Lease Agreement - The City currently leases a 4,580 square foot tenant space in the Mountain Vista Plaza shopping center for the Public Safety office. The City has leased space in this shopping center since 1989. The current lease will end on June 30, 2024. This lease was a five year extension of past leases. That lease had a built in 4% annual increase. It is a triple net lease, meaning that the City also pays common area maintenance (CAM) fees for things such as parking lot and landscape maintenance. The current base rent is \$2.12 per square foot plus common area maintenance (CAM) fees. With the 4% increase, the rate would have increased to \$2.20 per square foot plus CAM fees starting in July or the lease would have ended. In past lease extensions, the term was five years with a 4% annual increase. For this lease extension, Staff asked the shopping center owner to consider a longer term lease with reduced future increases and also requested first year financial concessions that would allow some available funds to make some interior upgrades. The proposed 10 year extension has the following terms: year 1-5 \$10,076 Triple Net (\$2.20 psf)(with no other increases in the first five years), base Rent increases by 12% on July 1, 2029 through June 30, 2034 (increase in the first year only), the City will receive a \$5,000 base rent credit per month for 12 months from July 2024 through June 2025, the City will be able to terminate the lease after five years, as long as a 12 month notice is given. Annual lease of the space will be included in the 2024-2025 budget. The lease rate in year one, including lease, common area maintenance is \$170,000.

ITEM 14.A. (Business Item). Report an Issue Website Feature Update - At the regular City Council meeting on January 24, 2023, Councilmember Kang asked City staff to conduct research on the timing and cost of creating a City mobile application (“app”) where residents can report issues such as graffiti and potholes. Recognizing that researching the development of a new app would take time, Mayor Pro Tem Cesar Garcia suggested that staff create a form on the City website, allowing residents to report issues and submit photos online. This would immediately implement an issue-reporting feature at no additional cost to the City. City staff gave a presentation to the Public Utilities, Communications, and Technology Commission at its regular meeting on July 12, 2023, to recommend whether the City should continue to collect data from its “Report an Issue” website feature or move forward with a request to City Council to fund a mobile application. After the Commission’s productive discussion, it was recommended that City staff continue to use the “Report an Issue” website feature and report back at a future meeting to present a year’s worth of data. The Public Utilities, Communications, and Technology Commission’s recommendation was then presented to the City Council at its regular meeting on September 26, 2023. The City Council concurred with the Commission’s recommendation, and it was determined that City staff would collect a year’s worth of data, from the “Report an Issue” website feature, to analyze and determine whether usage would increase, stabilize, or decrease. Since its official launch, the website feature has shown great engagement and usage. Currently, the top three issues reported are graffiti, trash-related issues, and the “Other” option, which allows residents to submit an issue not listed on the form. About 50% of the submissions contained at least one photo to help City staff address the issue reported. Most of the submitted reports were directed to the Community Development Department, which resulted in a 44% decrease in calls received regarding issues or requests. In the feature’s first year, the City received a total of 472 reported

issues, with an average of 39 monthly submissions. In comparison, the City of South Pasadena's mobile app, a similar sized city which officially launched their mobile app in September 2022, received approximately 300 reported issues with an estimated monthly average of 25 submissions in their app's first year. City staff gave an update on the "Report an Issue" website feature while presenting the new data to the Public Utilities, Communications, and Technology Commission at its regular meeting on March 13, 2024. The Commission held a discussion and recommended that City staff continue to use the website feature and not move forward with a request to the City Council for funding of a city mobile application. If a mobile app were to be developed, the cost of development and annual maintenance is estimated at \$12,000, with an annual increase of up to 7%.

ITEM 14.B. (Business Item). Resolution 24-2 - Adopting proposed thresholds of significance for purposes of analyzing transportation impacts - In March 2020, the City entered into a Memorandum of Agreement with the SGVCOG to participate in the San Gabriel Valley Regional Vehicle Miles of Travel (VMT) Analysis Model. The City of Duarte is one of 26 SGVCOG member cities that opted into the SGVCOG VMT Implementation process, which resulted in the development and use of the SGVCOG VMT Evaluation Tool for assessing the potential VMT impacts of proposed projects. In 2020, the City, with guidance provided by the San Gabriel Valley Council of Governments (SGVCOG), adopted new California Environmental Quality Act (CEQA) thresholds of significance for transportation impacts due to changes in State law pursuant to Senate Bill 743 (SB 743). These changes modified how the City evaluates projects for transportation impacts for the purposes of CEQA. Specifically, the City is required to use Vehicle Miles Traveled (VMT) instead of Level of Service (LOS) as the metric to evaluate transportation impacts in CEQA documents.

ITEM 14.C. (Business Item). City Council Reimbursement Policy - The City of Duarte currently has a reimbursement policy related to expenses incurred by Councilmembers as they carry out their official duties ("Expense Reimbursement Policy"). There has been an increase in requests for reimbursements from Councilmembers relating to events and other expenditures that do not fall within the parameters of the existing policy. This updated Expense Reimbursement Policy would allow the City Council to clarify the parameters of what expenses may be reimbursed by the City pursuant to existing law and provide greater detail regarding the process for reimbursement as well as ramifications for violations of the policy. The amended policy clarifies the types of expenditures that are reasonable, actual, authorized, and necessary for the substantial benefit of the City of Duarte, such as the opportunity to discuss the City's concerns with government officials (i.e., state senators and county supervisors); participating in regional organizations whose activities affect the City of Duarte (such as the California Contract Cities Association); attending educational seminars (i.e., trainings for compliance with state mandates); and promoting public services and public participation at events held by the City, events co-sponsored by the City, events in which the City is a partner or collaborator (i.e., Rotary Club of Duarte event); and community events held in the City. The amended policy also clarifies what expenses are not reimbursable. The existing policy states that "political or charitable contributions or events" are not reimbursable. This amendment would clarify the provision to state that these types of contributions or events include "fundraising galas and nonprofit auctions or dinners in which the City is not a sponsor, collaborator, or approved partner." As a general law city, in order for the City to expend funds that benefit private organizations, the City must make findings that demonstrate that the funds are for a public purpose within the City's jurisdiction. As such, unless the City Council makes findings that support a charitable event has a public purpose within the City's jurisdiction, it is considered a personal expense that is not reimbursable. Additional changes include requiring a minimum of 21 calendar days for a request for advances rather than seven (7) working days. This additional time would allow the City Manager to agendaize an item for City Council approval if the request does not fall clearly within the Expense Reimbursement Policy. However, the City Manager may waive this requirement if time constraints deem it necessary. Finally, the amended policy includes a provision discussing policy violations and remedies for the City.



ITEM: 11.C

Approval of Minutes - March 26, 2024 (CC/HA/FA)

Recommended Action:

It is recommended that the City Council approve the minutes of March 26, 2024.

Attachments:

[11.C - Minutes - March 26, 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, MARCH 26, 2024

6:00 PM – Closed Session

7:00 PM – Regular Session

1. CALL TO ORDER

Mayor Truong called the meeting to order at 5:46 p.m.

ROLL CALL:

Councilmembers Present: Finlay (arrived at 5:53 p.m.), Kang, Lewis, Schulz
(arrived at 5:55 p.m.), Martin Del Campo, Garcia, Truong

Councilmembers Absent: None

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, LEWIS, MARTIN DEL CAMPO, GARCIA, TRUONG

NOES: NONE

ABSTAIN: NONE

ABSENT: FINLAY, SCHULZ

3. PUBLIC COMMENT – CLOSED SESSION ITEMS

None.

CLOSED SESSION

The City Council recessed into closed session at 5:56 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

4. CALL TO ORDER

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

ROLL CALL:

Councilmembers Present: Finlay, Kang, Schulz, Lewis, Garcia, Truong
Councilmembers Absent: 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
Annette Juarez, City Clerk
Stephanie Sandoval, Public Works Manager
Andres Rangel, Assistant to the City Manager
Frances Jimenez, Deputy City Clerk

5. PLEDGE TO THE FLAG

The flag salute was led by Bernadette Chang.

6. CITY ATTORNEY CLOSED SESSION REPORT

City Attorney Phan announced that no reportable action was taken.

7. SPECIAL ITEMS

A. Mayor's Youth Council Update

President Hope Peoples gave an update on recent and upcoming Mayor's Youth Council events. The City Council thanked Hope for her work.

B. Public Safety Department Update

Director of Public Safety Breceda gave a department update on the month's Part 1 crimes which included a 16.44% increase compared to March 2023; and compared to five years prior there is an overall reduction of 9.57% in crime. He discussed the most common type of Part 1 crimes, the increase in arrest and patrol officers, increase in arrest rates, overnight patrols set in place, and the recent event held at Westminster Gardens on scam awareness.

He responded to questions posed by the Council and explained that the data he is providing is citywide but there are certain areas in Duarte that are prone to more crime; and assured that there would be more deputies in areas where catalytic converter thefts occur more frequently.

8. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

Jenny Gable, Duarte Library, announced upcoming library events.

City Clerk Juarez announced upcoming city events.

Bernadette Chang of the Duarte Chamber of Commerce made announcements regarding upcoming events.

9. ORAL COMMUNICATIONS – ITEMS NOT ON THE AGENDA

Michelle Silence expressed her displeasure with the Duarte Park Revitalization Project, specifically the addition of a dog park and increase of parking spaces.

Statement by Mayor Truong

Mayor Truong clarified that the Andres Duarte School Project is under the authority of the Duarte School District not the City of Duarte; and there is no item on the current agenda that allows the Council to speak on the topic.

Tom Reyes voiced his concern with the development of 173 units and reduction of the ballpark at the Andres Duarte Arts Academy site. He appealed to the Council to reject the project once in the zoning stages with the city and hold the school board accountable.

Tia Russo expressed frustration about the lack of communication between the residents and the Duarte School District prior to their decision making at their most recent special meeting and stated the community needs to be heard and represented.

City Manager Villalobos introduced newly hired Deputy City Clerk Frances Jimenez.

10. 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 12, 2024. (CC/HA/FA)
- D. Approval of Warrants – March 26, 2024. (CC/HA/FA)
- E. Receive and file the Monthly Financial Update for January 2024.
- F. Receive and file the Public Safety Department Update.
- G. Acceptance of Notice of Completion for the Pool Deck Repair Project in the amount of \$136,556.
- H. The City Manager was authorized to sign a 2-Year Lease Agreement with Apple Inc. to replace 25 Computer Workstations that have reached or surpassed their end-of-life at an annual cost not to exceed \$23,500 for a total cost of \$47,000.

Moved by Councilmember Finlay, seconded by Schulz, and carried by the following vote of the Council to approve Items 7A-7H of the Consent Calendar.

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

11. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

None.

12. PUBLIC HEARINGS

None.

13. BUSINESS ITEMS

A. 2024 Safe Routes to School Plan

Public Works Manager Sandoval presented the 2024 Safe Routes to School Plan (SRTS) which provides value by creating a list of projects to add to the City's Capital Improvement Program (CIP) and is a useful tool as the city looks for grant funding. She introduced KOA consultants Michael Nilsson, Director of Planning and Deputy and Project Manager, Monica Paderanga.

Director of KOA Planning, Nilsson shared that the creation of the plan required collaboration from various community organizations and discussed the project goals and objectives. The plan guides the implementation of a safer and more accessible environment for students and families walking, bicycling, or otherwise getting to and from school.

Project Manager Paderanga emphasized the importance of community engagement to create the SRTS Plan which included walk audits, stakeholder meetings and a prioritization analysis. Examples of recommendations included sidewalk repairs, ADA replacement projects, improved lighting, new signage, striping, and more.

Conversation was had regarding the need for security lighting specific to certain areas such as at the Royal Oaks Trail.

Staff clarified that the recommendations proposed in the SRTS Plan will be implemented into other projects as they are able to; and confirmed that certain projects would require collaboration with the School District to identify cost sharing and possible grant funding.

City Manager Villalobos noted that all of the projects are currently unfunded, however, they will be placed on the CIP and potentially be identified for grants.

Conversation ensued once more regarding lighting the Royal Oaks Trail.

Following questions and comments by the City Council, Director of KOA Planning, Nilsson clarified that the priority projects listed are ranked based on community feedback and metric, collision analysis, cost of project; and stated there are recommendations around every single school that would require continued coordination with County, District and funding partners.

There was conversation regarding sharing the results of the SRTS Plan with the School District and working closely to coordinate future collaboration.

In response to questions posed by the City Council, Community Development Director Hensley clarified that security lighting is part of the bike trail project which is currently in the design phase with CalTrans; it is anticipated to be going to bid this calendar year.

Moved by Mayor Pro Tem Garcia, seconded by Councilmember Schulz and carried by the following vote of the Council to adopt the 2024 Safe Routes to School Plan.

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

14. CONTINUATION OF ORAL COMMUNICATIONS

None.

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

City Manager Villalobos reported he attended negotiations between Contract Cities and Contract Law for Sheriffs Department for a five year agreement and attended the CalTrans briefing on opening of Highway 39.

Councilmember Schulz shared that she attended the San Gabriel Valley COG meeting.

Councilmember Finlay discussed the importance of contacting the Staff of organizations to get true facts rather than relying on what other individuals may be stating during public comment; and shared an upcoming Earth Day event hosted by the Sanitation District.

Councilmember Lewis shared that he attended the Duarte Spring Fashion Show; thanked Director of Parks and Recreation Enriquez, the Teen Center, and all the volunteers for putting on the show.

Councilmember Kang reported that he also attended the fashion show; and requested the meeting be adjourned in honor of Emilio Munoz, father of Nelci Perez.

Mayor Pro Tem Garcia stated that he attended the WELL San Jose conference where he got pinned; and expressed admiration at the transparency of the city council.

Mayor Truong thanked Westminster Gardens for their partnership during the annual Cesar Chavez Day of Service; and stated that he will attend the San Gabriel Valley Economic Forecast Summit and the San Gabriel Valley COG Energy, Environment, and Natural Resources meeting.

13. ADJOURNMENT

Mayor Pro Tem Garcia expressed sentiments and shared memories about Elma Diaz de Leon and Emiliano Oropreza Jr.

At 8:27 p.m., the City Council adjourned the meeting in memory of Emilio Munoz, Elma Diaz de Leon, and Emiliano Oropeza Jr.

Vinh Truong, Mayor

Annette Juarez, City Clerk



ITEM: 11.D

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

Recommended Action:

It is recommended that the City Council approve the warrants of April 9, 2024.

Attachments:

[11.D - CC Warrant Register by Vendor 4-9-2024.pdf](#)

[11.D - CC Warrant Register by Account 4-9-2024.pdf](#)



City of Duarte

Council Warrant Register By Vendor By Fund

Payment Dates 3/28/2024 - 4/10/2024

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: 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: 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: 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
Vendor 6117 - ALL CITY MANAGEMENT SERVICE INC Total:					13,152.42
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: 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
Vendor 5505 - AQUATIC DESIGN GROUP INC Total:					22,482.00
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: 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: 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
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
Vendor 5720 - CANON SOLUTIONS AMERICA INC Total:					36.48

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Payment Dates: 3/28/2024 - 4/10/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
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
Vendor 6340 - CESAR A GARCIA Total:					1,220.13
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: 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
Vendor 5140 - CINTAS CORPORATION #693 Total:					133.45
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
Vendor 6483 - CIVICA LAW GROUP, APC Total:					19,198.31
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
Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:					755.22
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 Plates	3262024		4.40

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1605-7741	DUARTE RECREATION PETTY ...	Sports End of Season Party Pizza	3262024		37.44
Vendor 0311 - DUARTE RECREATION PETTY CASH Total:					62.32
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
Vendor 6366 - DUTHIE ELECTRIC SERVICE CORPORATION Total:					93,709.21
Vendor: 1533 - EFREN CASTRO					
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	4/2024		566.00
Vendor 1533 - EFREN CASTRO Total:					566.00
Vendor: 6189 - ENTERPRISE FM TRUST					
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 7 Lease/Maint 3/01/2024 - 3/31/2024	FBN4984811		782.73
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 15 Lease/Maint 3/01/2024 - 3/31/2024	FBN4984811		1,086.65
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 14 Lease/Maint 3/01/2024 - 3/31/2024	FBN4984811		566.88
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 13 Lease/Maint 3/01/2024 - 3/31/2024	FBN4984811		223.12
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 6 Lease/Maint 3/01/2024 - 3/31/2024	FBN4984811		578.99
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 23 Lease/Maint 3/01/2024 - 3/31/2024	FBN4984811		433.48
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 36 Lease/Maint 3/01/2024 - 3/31/2024	FBN4984811		478.95
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 28 Lease/Maint 3/01/2024 - 3/31/2024	FBN4984811		591.64
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 20 Lease/Maint 3/01/2024 - 3/31/2024	FBN4984811		394.30
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: 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

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
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: 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
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: 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 Svcs 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

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
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
Vendor 0439 - KENNETH L ROGERS Total:					400.00
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: 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
Vendor 0460 - M & L ENTERPRISES SPORTS Total:					645.00
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
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: 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: 1042 - MICHAEL TARR					
100-1825-7674	MICHAEL TARR	Health Insurance Reimbursement	4/2024		435.00
Vendor 1042 - MICHAEL TARR Total:					435.00
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

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
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					
100-1605-7730	PARTY PRONTO INC	Jump of Autism Bouncer Rental	O43246		644.00
		4/2/2024			
Vendor 6286 - PARTY PRONTO INC Total:					644.00
Vendor: 6032 - PYRO SPECTACULARS INC					
100-1605-7758	PYRO SPECTACULARS INC	Deposit-July 3rd 2024 Firework	400		13,750.00
		Show			
Vendor 6032 - PYRO SPECTACULARS INC Total:					13,750.00
Vendor: 5263 - SAMUEL KANG					
100-1005-7648	SAMUEL KANG	Council Vehicle Allowance	4/2024		75.00
Vendor 5263 - SAMUEL KANG Total:					75.00
Vendor: 0282 - SCMAF-SAN GABRIEL VALLEY					
100-1605-7741	SCMAF-SAN GABRIEL VALLEY	Youth Basketball Tournament	BB24DUARTE		875.00
		Team Entries			
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
Vendor 4909 - SCP DISTRIBUTORS LLC Total:					6,534.41
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	459544		429.52
		Supplies			
100-1205-7980	SMART & FINAL	Yard	008000		117.24
		Breakroom/Transportation			
100-1410-7980	SMART & FINAL	Supplies			
		Yard	008000		117.24
		Breakroom/Transportation			
100-1610-7618	SMART & FINAL	Supplies			
		Yard	008000		117.24
		Breakroom/Transportation			
100-1605-7735	SMART & FINAL	TC Fashion Show Supplies	883200		97.32
100-1610-7618	SMART & FINAL	Conference Room/Kitchen	036844		105.15
		Supplies			
100-1605-7733	SMART & FINAL	SC Event Supplies	064766		288.73
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	856877		340.38
Vendor 0209 - SMART & FINAL Total:					1,612.82
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	2403-051856		-201.10
		Paver Sand			
Vendor 0217 - SOUTHEAST CONSTRUCTION PRODUCTS INC Total:					246.74
Vendor: 0220 - SOUTHERN CALIFORNIA NEWS GROUP					
100-1010-7670	SOUTHERN CALIFORNIA NEWS...	Legal Publications 2/2024	584443		319.84
Vendor 0220 - SOUTHERN CALIFORNIA NEWS GROUP Total:					319.84
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
Vendor 2688 - STAPLES ADVANTAGE Total:					707.65

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
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
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					3,841.19
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: 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: 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
Vendor: 5284 - TRIPEPI SMITH & ASSOCIATES					
100-1020-7720	TRIEPEI SMITH & ASSOCIATES	PEG Channel Management Services 3/2024	11950		2,345.00
100-1020-7712	TRIEPEI 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	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	Brian V Mtg w/John W-Boys&Girls Club (HeemoSushi)	3252024BV		41.90

Council Warrant Register By Vendor

Payment Dates: 3/28/2024 - 4/10/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1010-7610	U.S. BANK	Andres Rangel CCCA Seminar Hotel (Expedia.com)	3252024BV		408.52
100-1010-7610	U.S. BANK	Albert Nunez CCCA Seminar Hotel (Expedia.com)	3252024BV		274.89
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 Dessert (PayPal-KellyQuezada)	3252024BV		24.00
100-1010-7980	U.S. BANK	Arts Ad Hoc Committee Mtg 2/28/24 (Cabreras)	3252024BV		176.40
100-1010-7980	U.S. BANK	Duarte Rd Clean-up 3/9/24 (Instacart-Costco)	3252024BV		89.17
100-1010-7980	U.S. BANK	Duarte Rd Clean-up 3/9/24 (Instacart-Vons)	3252024BV		68.97
100-1010-7980	U.S. BANK	Wireless Microphones (Amazon)	3252024BV		28.65
100-1010-7980	U.S. BANK	CC Mtg 2/27/2024 Food (DoorDash-Janet's)	3252024BV		235.83
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	CIP Meeting Lunch 3/21/24 (Coffee Bean)	3252024KP		10.86
100-1805-7610	U.S. BANK	Staff Meeting Snacks (T Burgers)	3252024KP		90.33
100-1805-7614	U.S. BANK	Payroll Technician Desk Chair (officesupply.com)	3252024KP		261.93
100-1805-7614	U.S. BANK	Office Supplies (Amazon)	3252024KP		71.57
100-1810-7610	U.S. BANK	Union Negotiation Mtg Supplies (Smart & Final)	3252024KP		143.67
100-1810-7610	U.S. BANK	CIP Meeting Lunch 3/21/24 (T Burgers)	3252024KP		93.58
100-1815-7632	U.S. BANK	Finance Webinar 3/7/2024 - 4/6/2024 (Zoom)	3252024KP		80.00
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	1Password (4 Users) 3/15/2024 - 3/15/2025	3252024KP		382.52
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 Spring Break Trip 4/2/24- 4/4/24 (AirBnB)	3252024LB		2,631.54
100-1205-7779	U.S. BANK	DART Spring Break Trip (Alcatraz Ferry/Tour)	3252024LB		745.50

Council Warrant Register By Vendor

Payment Dates: 3/28/2024 - 4/10/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
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 Field Trip 3/13/24 (Echo Park Swan Boats)	3252024LB		123.56
100-1205-7779	U.S. BANK	DART Pajama Movie Night 3/11/24 (Little Caesars)	3252024LB		58.56
100-1205-7887	U.S. BANK	(2) Office Chairs (Wayfair.com)	3252024LB		352.78
100-1205-7980	U.S. BANK	Tobacco Sting Operation Lunch 2/27/24 (Tropicana)	3252024LB		199.49
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	Tobacco Sting Operation Decoy Gift Cards (Target)	3252024LB		80.00
100-1205-7980	U.S. BANK	Interview Lunch 3/6/24 (The Habit Burger)	3252024LB		69.05
100-1020-7711	U.S. BANK	Refund-Employee Awards Furnishings (A-1 Events)	3252024ME		-550.00
100-1605-7610	U.S. BANK	M Mays Blacks in Gov't Regional Mtg (Hotels.com)	3252024ME		560.77
100-1605-7610	U.S. BANK	Manuel E IHRSA Trade Show Lunch (Fixins Kitchen)	3252024ME		75.25
100-1605-7610	U.S. BANK	Manuel E IHRSA Trade Show Parking (LA Convention)	3252024ME		25.00
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	Eggfest 2024 Banners (Amazon)	3252024ME		123.41
100-1605-7730	U.S. BANK	Eggfest 2024 Eggs (Amazon)	3252024ME		55.11
100-1605-7730	U.S. BANK	Duarte Dance Cesar Chavez Event Shirts (Amazon)	3252024ME		75.00
100-1605-7730	U.S. BANK	Cesar Chavez Day of Service Giveaways (4Imprint)	3252024ME		422.48
100-1605-7730	U.S. BANK	Jump of Autism Event Craft Supplies (Amazon)	3252024ME		78.21
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
100-1605-7730	U.S. BANK	Easter Supplies (Hobby Lobby)	3252024ME		154.58
100-1605-7730	U.S. BANK	Jump of Autism Event Supplies (Amazon)	3252024ME		81.25
100-1605-7730	U.S. BANK	Eggfest 2024 Basket Winner Supplies (Target)	3252024ME		167.05
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 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 Softball Opening Day Supplies (Amazon)	3252024ME		135.39
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	TC Countertop Cast Iron Burner (Amazon)	3252024ME		26.24
100-1605-7735	U.S. BANK	TC 3 on 3 BB Tournament Gift Card (Amazon)	3252024ME		50.00

Council Warrant Register By Vendor

Payment Dates: 3/28/2024 - 4/10/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1605-7735	U.S. BANK	TC Spring Fashion Show Gift Cards (Macy's)	3252024ME		1,600.00
100-1605-7735	U.S. BANK	Duarte Dance Cesar Chavez Event Shirts (Amazon)	3252024ME		106.83
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	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
100-1605-7741	U.S. BANK	Valleyview Pizza Party 2/28/24 (Little Caesars)	3252024ME		56.16
100-1605-7745	U.S. BANK	TC Boxing Equipment (Title Boxing)	3252024ME		176.38
100-1605-7980	U.S. BANK	Employee Appreciation (Marie Calender's)	3252024ME		59.97
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
100-1610-7616	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 4484 - U.S. BANK Total:					28,155.83
Vendor: 6196 - VINH TRUONG					
100-1005-7643	VINH TRUONG	Council Vehicle Allowance	4/2024		75.00
Vendor 6196 - VINH TRUONG Total:					75.00
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: 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:					780,351.17
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	24031105628		16,976.33
Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:					16,976.33
Fund 220 - GAS TAX FUN Total:					16,976.33

Council Warrant Register By Vendor

Payment Dates: 3/28/2024 - 4/10/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
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
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: 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:					5,054.52
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: 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 25 Lease 3/01/2024 - 3/31/2024	FBN4984811		488.87
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease 3/01/2024 - 3/31/2024	FBN4984811		492.21
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 33 Lease 3/01/2024 - 3/31/2024	FBN4984811		601.11
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 35 Lease 2/26/2024 - 3/31/2024	FBN4984811		925.20
Vendor 6189 - ENTERPRISE FM TRUST Total:					3,504.28
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					3,504.28
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

Council Warrant Register By Vendor

Payment Dates: 3/28/2024 - 4/10/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
440-4405-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 2/2024	18034		357.32
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					357.32
Fund 440 - PROPOSITION A TRANSIT FUND Total:					474.56
Fund: 460 - PROPOSITION C TRANSIT FUND					
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
460-4605-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 2/2024	18034		267.99
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					267.99
Fund 460 - PROPOSITION C TRANSIT FUND Total:					267.99
Grand Total:					821,831.23

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	780,351.17
220 - GAS TAX FUN	16,976.33
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	5,054.52
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	15,202.38
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	3,504.28
440 - PROPOSITION A TRANSIT FUND	474.56
460 - PROPOSITION C TRANSIT FUND	267.99
Grand Total:	821,831.23

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	1,220.13
100-1005-7641	Travel & Exp - Martin Del...	75.00
100-1005-7642	Travel & Exp - Finlay	1,396.90
100-1005-7643	Travel & Exp - Truong	175.00
100-1005-7644	Travel & Exp - Schulz	75.00
100-1005-7648	Travel & Exp - Kang	75.00
100-1005-7650	Travel & Exp - Lewis	75.00
100-1005-7980	Other Expenses	9.99
100-1010-7610	Travel, Mtgs & Conf	2,475.31
100-1010-7612	Publications and Dues	143.00
100-1010-7670	Legal Notices	319.84
100-1010-7980	Other Expenses	623.02
100-1015-7682	Labor Counsel Legal	2,662.50
100-1015-7684	Code Enforcement Legal	19,198.31
100-1020-7710	Chamber Of Commerce	1,750.00
100-1020-7711	Employee Recognition C...	-550.00
100-1020-7712	Community Information ...	10,124.62
100-1020-7720	DCTV	2,345.00
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	1,383.93
100-1205-7655	Emergency Services	119.99
100-1205-7761	Parking Ticket Collect	4,394.50
100-1205-7779	Youth Programs	4,334.18
100-1205-7780	Animal Control	1,196.05
100-1205-7781	Contract Law Enforceme...	439,691.31
100-1205-7782	Crossing Guard Contract...	13,152.42
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
100-1405-7690	Planning Commission	200.00
100-1405-7965	Professional Services	9,085.00
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	132.39
100-1410-7656	Emergency Generator	160.00
100-1410-7810	Street Sweeping	122.00
100-1410-7814	Graffiti Removal	3,841.19
100-1410-7900	Emergency Cleanup/Mai...	65.60
100-1410-7980	Other Expenses	460.35
100-1410-8100	Other Capital Improvem...	93,709.21
100-1605-7002	Regular Salaries	76.92

Account Summary

Account Number	Account Name	Payment Amount
100-1605-7610	Travel, Mtgs & Conf	661.02
100-1605-7614	Office Supplies	9.69
100-1605-7650	Vehicle Maintenance	1,978.56
100-1605-7693	Youth Council	162.46
100-1605-7730	Special Events	2,360.76
100-1605-7733	Senior Center	3,091.27
100-1605-7735	Teen Center	2,032.08
100-1605-7736	Youth & Adult Recreatio...	818.60
100-1605-7737	Adult Excursions	657.80
100-1605-7739	Publicity	16,200.60
100-1605-7740	Day Camps	154.34
100-1605-7741	Sports/Playground Progr...	2,149.37
100-1605-7745	Boxing Program	4,883.45
100-1605-7750	Bus Rentals	6,007.30
100-1605-7756	Senior Recreation Classes	445.20
100-1605-7758	Independence Day Celeb...	13,750.00
100-1605-7965	Professional Services	22,482.00
100-1605-7980	Other Expenses	51.35
100-1610-7616	Pool Supplies	6,737.65
100-1610-7618	Building Supplies	2,695.95
100-1610-7636	Uniforms	69.31
100-1610-7650	Vehicle Maintenance	105.78
100-1610-7652	Building Maint Services	7,444.93
100-1805-7610	Travel, Mtgs & Conf	101.19
100-1805-7614	Office Supplies	333.50
100-1810-7610	Travel, Mtgs & Conf	237.25
100-1815-7632	Software	1,260.22
100-1815-7820	Finance Software	12,984.96
100-1815-7965	Professional Services	12,500.00
100-1825-7613	Duplications And Photos	151.12
100-1825-7626	Postage	87.88
100-1825-7630	Equipment Lease	1,730.38
100-1825-7631	Equipment Maintenance	584.67
100-1825-7674	Retiree Health Insurance	3,960.00
100-1830-8100	Vehicle Replacement (C...	9,320.54
100-2120	Refundable Deposits	800.00
100-4404	Other Building Rentals	-40.25
100-4408	Property Rental	2,001.51
100-4801	Youth & Adult Recreatio...	20.00
220-2210-7890	Repairs-Traffic Signal	16,976.33
240-2405-7888	Repairs-Citywide	557.89
240-2410-7662	Other Serv-Citywide	592.13
240-2410-7909	Tree Trim-Residential	3,120.50
240-2426-7810	Street Sweeping	784.00
290-2905-7781	Contract Law Enforceme...	15,202.38
320-3205-8013	Vehicles (Capital)	3,504.28
440-4405-7814	Graffiti Removal	357.32
440-4405-7980	Other Expenses	117.24
460-4605-7814	Graffiti Removal	267.99
Grand Total:		821,831.23

Project Account Summary

Project Account Key	Payment Amount
None	787,962.72
202416-Prof Svcs-Huntington Drive Median Landscape	9,085.00
202418-FY23-26-Exp-Tutors,Student Engage,Live Scan	300.00
202421-Prof Svcs-FC Pool Deck Renovation	22,482.00

Project Account Summary

Project Account Key	Payment Amount
250004 - Property Rent - Nextel Rent (Otis Gordon)	<u>2,001.51</u>
Grand Total:	821,831.23



City of Duarte

Council Warrant Register By Account By Fund

Payment Dates 3/28/2024 - 4/10/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
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
100-1610-7618	HOME DEPOT CREDIT SERVICES	SC Gate Repair	BD24-1216		9.85
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
100-1610-7618	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
100-1605-7733	THEODORE SIEGEL	SC "Mr. Deeds Goes to Town" Screening/Presentation	219628		150.00
100-1605-7002	PAMELA ROMERO	CPR Stipend	4342		76.92
100-1610-7618	HOME DEPOT CREDIT SERVICES	CC/CH/ROP Supplies/Repairs	BD24-1216		103.00
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
100-1410-7814	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
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
100-1410-7630	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 Svcs 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
100-1610-7636	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

Council Warrant Register By Account

Payment Dates: 3/28/2024 - 4/10/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
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
100-1605-7750	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
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
100-1605-7739	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
100-1815-7965	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	Public Safety Lease	4338		13,854.83
100-1205-7787	MVP, LLC	Actual 2023 CAM/Taxes/Rubbish/Insurance	4338		1,467.24
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 Srvc 3/3/2024 - 3/16/2024	4310		6,920.64
100-1410-7650	WEX BANK	Fuel-Field Srvc 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

Council Warrant Register By Account

Payment Dates: 3/28/2024 - 4/10/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
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 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 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
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 10 Lease/Maint 3/01/2024 - 3/31/2024	BD24-1215		556.00
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 33,34,24,31,25,35 Maint Fees 3/2024	BD24-1215		303.23
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 13 Lease/Maint 3/01/2024 - 3/31/2024	BD24-1215		223.12
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 100 Lease/Maint 3/01/2024 - 3/31/2024	BD24-1215		555.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 3/01/2024 - 3/31/2024	BD24-1215		433.48
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
100-1605-7741	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	Albert Nunez CCCA Annual Seminar Registration	4357		875.00
100-1010-7610	U.S. BANK	Andres Rangel CCCA Annual Seminar Registration	4357		875.00
100-1010-7610	U.S. BANK	Albert Nunez CCCA Seminar Hotel (Expedia.com)	4357		274.89

Council Warrant Register By Account

Payment Dates: 3/28/2024 - 4/10/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1010-7610	U.S. BANK	Brian V Mtg w/John W-Boys&Girls Club (HeemoSushi)	4357		41.90
100-1010-7610	U.S. BANK	Andres Rangel CCCA Seminar Hotel (Expedia.com)	4357		408.52
100-1010-7612	U.S. BANK	Pasadena Star News Online Subscription	4357		18.00
100-1010-7612	U.S. BANK	Frances Jimenez IIMC Membership	4357		125.00
100-1010-7980	U.S. BANK	Duarte Rd Clean-up 3/9/24 (Instacart-Vons)	4357		68.97
100-1010-7980	U.S. BANK	CC Mtg 2/27/2024 Food (DoorDash-Janet's)	4357		235.83
100-1010-7980	U.S. BANK	Arts Ad Hoc Committee Mtg 2/28/24 (Cabreras)	4357		176.40
100-1010-7980	U.S. BANK	Wireless Microphones (Amazon)	4357		28.65
100-1010-7980	U.S. BANK	Duarte Rd Clean-up 3/9/24 (Instacart-Costco)	4357		89.17
100-1010-7980	U.S. BANK	CC Mtg 2/27/2024 Dessert (PayPal-KellyQuezada)	4357		24.00
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	Payroll Technician Desk Chair (officesupply.com)	4356		261.93
100-1805-7614	U.S. BANK	Office Supplies (Amazon)	4356		71.57
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	Finance Webinar 3/7/2024 - 4/6/2024 (Zoom)	4356		80.00
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
100-1205-7613	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 Pajama Movie Night 3/11/24 (Little Caesars)	4355		58.56
100-1205-7779	U.S. BANK	DART Field Trip 3/13/24 (Echo Park Swan Boats)	4355		123.56

Council Warrant Register By Account

Payment Dates: 3/28/2024 - 4/10/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
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 Cal State LA Trip 3/20/24 (In-N-Out)	4355		138.14
100-1205-7779	U.S. BANK	DART Spring Break Trip (Alcatraz Ferry/Tour)	4355		745.50
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	Interview Lunch 3/6/24 (The Habit Burger)	4355		69.05
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	DART Event 2/27/24 (McDonalds)	4355		50.17
100-1205-7980	U.S. BANK	Name Tag Backing (Amazon)	4355		22.81
100-1020-7711	U.S. BANK	Refund-Employee Awards Furnishings (A-1 Events)	4359		-550.00
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
100-1605-7610	U.S. BANK	M Mays Blacks in Gov't Regional Mtg (Hotels.com)	4359		560.77
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 Gift Cards (Amazon)	4359		150.00
100-1605-7730	U.S. BANK	Eggfest 2024 Banners (Amazon)	4359		123.41
100-1605-7730	U.S. BANK	Jump of Autism Event Supplies (Amazon)	4359		81.25
100-1605-7730	U.S. BANK	Cesar Chavez Day of Service Giveaways (4Imprint)	4359		422.48
100-1605-7730	U.S. BANK	Jump of Autism Event Craft Supplies (Amazon)	4359		78.21
100-1605-7730	U.S. BANK	Eggfest 2024 Golden Egg Prizes (Amazon)	4359		440.95
100-1605-7730	U.S. BANK	Duarte Dance Cesar Chavez Event Shirts (Amazon)	4359		75.00
100-1605-7730	U.S. BANK	Eggfest 2024 Eggs (Amazon)	4359		55.11
100-1605-7730	U.S. BANK	Eggfest 2024 Basket Winner Supplies (Target)	4359		167.05
100-1605-7730	U.S. BANK	Easter Supplies (Hobby Lobby)	4359		154.58
100-1605-7733	U.S. BANK	SC Softball Opening Day Supplies (Amazon)	4359		135.39
100-1605-7733	U.S. BANK	SC Pickleballs (Amazon)	4359		178.18
100-1605-7733	U.S. BANK	SC Display Case Flower Garland (Amazon)	4359		21.93
100-1605-7733	U.S. BANK	SC Address Labels (Amazon)	4359		23.99
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	Underwater Egg Hunt Supplies (Amazon)	4359		159.54
100-1605-7735	U.S. BANK	TC 3 on 3 BB Tournament Gold Rings (Amazon)	4359		123.46
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 Countertop Cast Iron Burner (Amazon)	4359		26.24

Council Warrant Register By Account

Payment Dates: 3/28/2024 - 4/10/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7735	U.S. BANK	TC 3 on 3 BB Tournament Gift Card (Amazon)	4359		50.00
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	Valleyview Pizza Party 2/28/24 (Little Caesars)	4359		56.16
100-1605-7741	U.S. BANK	Cmty Skate Day Portable Restroom (Eagle Portables)	4359		552.16
100-1605-7745	U.S. BANK	TC Boxing Equipment (Title Boxing)	4359		176.38
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
100-1605-7980	U.S. BANK	Staff Meeting 3/14/24 Snacks (Dunkin Donuts)	4359		13.28
100-1610-7616	U.S. BANK	FC Water Exercise Equipment (Amazon)	4359		203.24
100-1610-7618	U.S. BANK	Field Spike Drag (Amazon)	4359		437.68
100-1610-7618	U.S. BANK	Locks (Amazon)	4359		89.65
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
100-1610-7618	SMART & FINAL	Conference Room/Kitchen Supplies	4345		105.15
100-1605-7733	SMART & FINAL	SC Event Supplies	4345		288.73
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
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	4345		340.38
100-4801	MARK BURRIS	Class Cancellation	219604		20.00
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	CATHERINE BRATTA	Health Insurance Reimbursement	219603		435.00
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	4321		435.00
100-1825-7674	JOHN FASANA	Health Insurance Reimbursement	4323		435.00
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	4314		566.00
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	4312		218.00

Council Warrant Register By Account

Payment Dates: 3/28/2024 - 4/10/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	4328		435.00
100-1825-7674	MICHAEL TARR	Health Insurance Reimbursement	4349		435.00
100-1825-7674	TERESA RENTERIA	Health Insurance Reimbursement	4341		566.00
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
100-1825-7626	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
100-1825-7626	FEDEX	Document Delivery	219613		39.66
100-1610-7652	INX BUILDING MAINTENANCE	City Hall Janitorial Svcs 4/2024	4329		1,773.47
100-1005-7640	CESAR A GARCIA	WELL Seminar/Conference Expense Reimbursement	4325		1,145.13
100-1605-7650	STEVE RICHARD ENTERPRISES ...	Vehicle 17 Repair	219631		1,978.56
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
Fund 100 - GENERAL FUND Total:					780,351.17
Fund: 220 - GAS TAX FUN					
220-2210-7890	COUNTY OF LOS ANGELES DE...	Traffic Signal Maintenance 2/2024	219609		16,976.33
Fund 220 - GAS TAX FUN Total:					16,976.33
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
240-2405-7888	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
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
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					5,054.52
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: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
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 31 Lease 3/01/2024 - 3/31/2024	BD24-1215		492.21
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 35 Lease 2/26/2024 - 3/31/2024	BD24-1215		925.20
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 33 Lease 3/01/2024 - 3/31/2024	BD24-1215		601.11

Council Warrant Register By Account

Payment Dates: 3/28/2024 - 4/10/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
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: 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
Fund 440 - PROPOSITION A TRANSIT FUND Total:					474.56
Fund: 460 - PROPOSITION C TRANSIT FUND					
460-4605-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 2/2024	219633		267.99
Fund 460 - PROPOSITION C TRANSIT FUND Total:					267.99
Grand Total:					821,831.23

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	780,351.17
220 - GAS TAX FUN	16,976.33
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	5,054.52
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	15,202.38
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	3,504.28
440 - PROPOSITION A TRANSIT FUND	474.56
460 - PROPOSITION C TRANSIT FUND	267.99
Grand Total:	821,831.23

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	1,220.13
100-1005-7641	Travel & Exp - Martin Del...	75.00
100-1005-7642	Travel & Exp - Finlay	1,396.90
100-1005-7643	Travel & Exp - Truong	175.00
100-1005-7644	Travel & Exp - Schulz	75.00
100-1005-7648	Travel & Exp - Kang	75.00
100-1005-7650	Travel & Exp - Lewis	75.00
100-1005-7980	Other Expenses	9.99
100-1010-7610	Travel, Mtgs & Conf	2,475.31
100-1010-7612	Publications and Dues	143.00
100-1010-7670	Legal Notices	319.84
100-1010-7980	Other Expenses	623.02
100-1015-7682	Labor Counsel Legal	2,662.50
100-1015-7684	Code Enforcement Legal	19,198.31
100-1020-7710	Chamber Of Commerce	1,750.00
100-1020-7711	Employee Recognition C...	-550.00
100-1020-7712	Community Information ...	10,124.62
100-1020-7720	DCTV	2,345.00
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	1,383.93
100-1205-7655	Emergency Services	119.99
100-1205-7761	Parking Ticket Collect	4,394.50
100-1205-7779	Youth Programs	4,334.18
100-1205-7780	Animal Control	1,196.05
100-1205-7781	Contract Law Enforceme...	439,691.31
100-1205-7782	Crossing Guard Contract...	13,152.42
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
100-1405-7690	Planning Commission	200.00
100-1405-7965	Professional Services	9,085.00
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	132.39
100-1410-7656	Emergency Generator	160.00
100-1410-7810	Street Sweeping	122.00
100-1410-7814	Graffiti Removal	3,841.19
100-1410-7900	Emergency Cleanup/Mai...	65.60
100-1410-7980	Other Expenses	460.35
100-1410-8100	Other Capital Improvem...	93,709.21
100-1605-7002	Regular Salaries	76.92

Account Summary

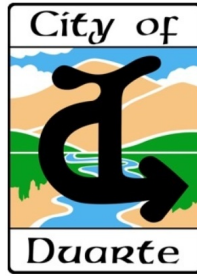
Account Number	Account Name	Payment Amount
100-1605-7610	Travel, Mtgs & Conf	661.02
100-1605-7614	Office Supplies	9.69
100-1605-7650	Vehicle Maintenance	1,978.56
100-1605-7693	Youth Council	162.46
100-1605-7730	Special Events	2,360.76
100-1605-7733	Senior Center	3,091.27
100-1605-7735	Teen Center	2,032.08
100-1605-7736	Youth & Adult Recreatio...	818.60
100-1605-7737	Adult Excursions	657.80
100-1605-7739	Publicity	16,200.60
100-1605-7740	Day Camps	154.34
100-1605-7741	Sports/Playground Progr...	2,149.37
100-1605-7745	Boxing Program	4,883.45
100-1605-7750	Bus Rentals	6,007.30
100-1605-7756	Senior Recreation Classes	445.20
100-1605-7758	Independence Day Celeb...	13,750.00
100-1605-7965	Professional Services	22,482.00
100-1605-7980	Other Expenses	51.35
100-1610-7616	Pool Supplies	6,737.65
100-1610-7618	Building Supplies	2,695.95
100-1610-7636	Uniforms	69.31
100-1610-7650	Vehicle Maintenance	105.78
100-1610-7652	Building Maint Services	7,444.93
100-1805-7610	Travel, Mtgs & Conf	101.19
100-1805-7614	Office Supplies	333.50
100-1810-7610	Travel, Mtgs & Conf	237.25
100-1815-7632	Software	1,260.22
100-1815-7820	Finance Software	12,984.96
100-1815-7965	Professional Services	12,500.00
100-1825-7613	Duplications And Photos	151.12
100-1825-7626	Postage	87.88
100-1825-7630	Equipment Lease	1,730.38
100-1825-7631	Equipment Maintenance	584.67
100-1825-7674	Retiree Health Insurance	3,960.00
100-1830-8100	Vehicle Replacement (C...	9,320.54
100-2120	Refundable Deposits	800.00
100-4404	Other Building Rentals	-40.25
100-4408	Property Rental	2,001.51
100-4801	Youth & Adult Recreatio...	20.00
220-2210-7890	Repairs-Traffic Signal	16,976.33
240-2405-7888	Repairs-Citywide	557.89
240-2410-7662	Other Serv-Citywide	592.13
240-2410-7909	Tree Trim-Residential	3,120.50
240-2426-7810	Street Sweeping	784.00
290-2905-7781	Contract Law Enforceme...	15,202.38
320-3205-8013	Vehicles (Capital)	3,504.28
440-4405-7814	Graffiti Removal	357.32
440-4405-7980	Other Expenses	117.24
460-4605-7814	Graffiti Removal	267.99
Grand Total:		821,831.23

Project Account Summary

Project Account Key	Payment Amount
None	787,962.72
202416-Prof Svcs-Huntington Drive Median Landscape	9,085.00
202418-FY23-26-Exp-Tutors,Student Engage,Live Scan	300.00
202421-Prof Svcs-FC Pool Deck Renovation	22,482.00

Project Account Summary

Project Account Key	Payment Amount
250004 - Property Rent - Nextel Rent (Otis Gordon)	<u>2,001.51</u>
Grand Total:	821,831.23



ITEM: 11.E

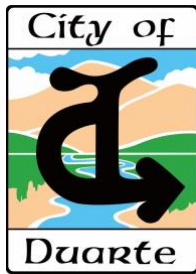
Receive and File the Community Development Update

Recommended Action:

It is recommended that the City Council receive and file the Community Development Department Update for the month of April 2024.

Attachments:

[11.E - Community Development Department Update - April 2024.pdf](#)



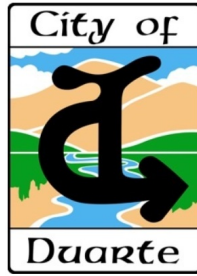
COMMUNITY DEVELOPMENT STATUS REPORT April 2024

PROJECT/PROGRAM		STATUS
<u>IN PROCESS</u>		
Recreation Trail Upgrades	Duarte was awarded a \$1.6 million federal appropriation for accessibility and quality of life upgrades to the Donald and Bernice Watson Recreation Trail. This funding was included in the 2023 Omnibus Appropriations Bill, thanks to Congresswoman Napolitano. We are still waiting to receive the funds as the State manages the process for how funds will be distributed, a process that typically takes several months. In the next few months, Staff is working on finalizing paving details, looking to hire a landscape consultant to coordinate a final bid set for Parks & Recreation Commission and City Council review. An aerial survey has been completed and the concept plan is being developed. The current schedule is for a project bid in August 2024.	
Andres Duarte School	This is a Duarte Unified School District (DUSD) project which entails the development of the Andres Duarte School site with a residential development. The School District has selected a developer and is working on the final details of the agreement. The selected team is a partnership of: Adept Development, MW Investments Group and SGV Property Fund. The Andres Duarte school site property is about 13 acres. The preliminary plan, acted on by DUSD, includes 173 units and preserves a portion of Otis Gordon Park. But there is no guarantee to this build out. The property has a general plan and zoning of Public Facilities so any development of the property will require City Council approval. Staff met with the Developer team and explained the City process. This project will require an EIR, so in the coming weeks, that selection process will be progressing. The last update provided to the City was that the developer team and DUSD are working on an agreement and that is moving slower than expected. Staff will bring the EIR consultant selection item for Council Action when the project is ready to move forward. As the process progresses, Staff will keep the Council informed.	

PROJECT/PROGRAM	STATUS
Jersey Mikes	Jersey Mikes recently pulled permits for a new store in The Huntington, adjacent to the Domino's space. This will fill up the main commercial space in that mixed use project and leave only the live work space available. Tenant improvement in process.
Starbucks Huntington Drive	Starbucks has recently completed a store upgrade. This includes interior changes that will speed up drive through service.
Starbucks 922 Hamilton Rd.	Starbucks in in the process of tenant improvements for a new location.
San Gabriel Valley Regional Housing Trust	Staff is working with the San Gabriel Valley COG and the San Gabriel Valley Regional Housing Trust on a possible subsidized housing development in the City. The idea would be to develop one of the affordable housing sites listed in the most recent Housing Element with first priority being the City-owned property at 2400 Huntington and properties to the east. SCVGOG and SGVRHT have access to funding that assists in generating interest from developers.
Metro Parking Lot	Staff has been working with Metro for the past several years on the development of the Metro parking lot as part of the Duarte Station Specific Plan. The intent is to replace the Metro parking into a parking structure and construct workforce housing along Fasana Road at Highland Avenue. Metro is in the final stages of developer selection. Over the next few months, they will be developing the sale agreement. There is currently no schedule for development.
Town Center North	Staff has been meeting with property owners to develop a proposal for a complete center rehabilitation that includes new, upgraded facades, an upgraded parking lot and related improvements. Staff has been working with commercial broker team with the goal of spurring activity. Property owners are cooperating with the City on Code Enforcement issues. The City has hired an Architect and Engineer to develop a detailed concept plan for façade and parking lot upgrades to the center.
Highland Promenade	This project is funded by a Measure M Grant. It is for an expanded right of way along the west side of Highland Ave. that would have a park-like pedestrian walkway. The City and the property owner of 1801 Highland have approved an easement agreement. Staff discussed the right of way issue with Metro for its piece recently and the details will be resolved when the site development moves forward. City has hired KHR to develop engineering plans and will soon propose hiring a landscape

PROJECT/PROGRAM	STATUS
	architect to assist with design details. The projected construction date is Fall 2024; however, a portion adjacent to the Metro parking lot may be constructed with the development on that property. Staff and the City consultant is working with SCE on moving power poles. Site Design Studio is being brought on board to develop the landscape/hardscape plan.
Evergreen Pedestrian Improvements	This project includes pedestrian sidewalk and lighting along the north side of Evergreen Street and a widening of the sidewalk on the west side of Highland Avenue under the 210 freeway underpass. This project is funded through an ATP cycle 4 grant. The contract has been awarded and construction is in process. Central Ave. sidewalk improvements scheduled for Spring Break week; Evergreen St. light poles for early April. The scheduled completion date is Summer 2024.
Royal Oaks Annexation	The process has started to annex the Human Good's Royal Oaks senior living facility to the City. Rincon Consultants have been hired to assist Staff in processing the annexation and to complete the environmental work. This project also includes a general plan amendment and zoning change. Rincon has started the preparation of the environmental document. The entire process will take 8-12 months and should be in the public hearing process by late 2024.
<u>DEVELOPMENT</u>	
Solana at Duarte Station 1750 Fasana Road	MBK is building Solana, a 292-unit apartment. This building will also be the location of the "Duarte Station" sign that will be an icon, located on the roof of the building. The revised completion date is 2025.
BP Charging Station	At its December meeting, the Planning Commission approved a new EV charging station on the property at the northeast corner of Huntington Drive and Bradbourne. This is a new style of charging station that includes several charging spaces and a lounge area for customers that are waiting for their vehicles to charge. Building plans are in plan check.
Wyndham Hawthorn Suites Hotel (1230 Huntington Drive)	This is a two-phase project with a total of 178 rooms with 72 in the first phase. The first plan check was returned to the Architect in early May 2022. The second plan check was resubmitted for review in March 2023. Several clarifications and minor revisions were needed. The third plan check has been completed. There are a few minor revisions required but plans are nearing completion. Staff met with the owner and

PROJECT/PROGRAM		STATUS
		contractor in January and will continue to monitor and encourage progress.
City of Hope General Projects		Working with the City of Hope on various projects in process, such as: Duarte Outpatient Clinic (DOC) is nearing completion and should be finished by Summer 2024. It is an 8 story, 350,000 square foot building. The Central Utility Plant reconstruction is in process and will be completed by Summer 2025 (it is located in the Irwindale portion of the property).
Westminster Gardens		Human Good, the owner, plans for a major campus expansion and has recently filed an application. The City hired MIG to assist in the preparation of the specific plan amendment and EIR. The request is for this expansion to accommodate up to 600 total units; this includes assisted living and memory care units, and mixed use. This project will take 12+ months, but Staff has had kick off meetings with the consultant and HumanGood and there is positive progress.
928 Huntington Dr.		The old commercial building, apartments and billboard have been demolished and permits are ready to be issued. A 16 unit apartment development has been approved for the property. This development is permit ready and is scheduled to start soon.
<u>PUBLIC WORKS</u>		
Encanto Park Infiltration Project		In feasibility and early design phase. Initial plan is to locate structure in the park area under the soccer field . Now that the JPA has been formed to manage construction and maintenance, the project can move forward. The design is at 60% now and the JPA will be working on developing a budget. When a final budget estimate is completed and the plans are at 90% completion or more, City Staff and the JPA will provide City Council an update and City Staff and the JPA will start public outreach.
Annual Curb Ramp Project		This is an annual project, funded by CDBG, to replace curb ramps throughout the city. Currently in construction. Should be completed in early April
Annual Pavement Repair		The 2023-2024 project is currently in preliminary design. Bid opening scheduled for May.
Annual Street Project		The 2023-2024 street project is planned for winter/spring 2024. An award of design contract was approved at the September 26 meeting. . Award of bid scheduled for April 23.
Cal Trans onramp project		Cal Trans is upgrading curb ramps. citywide at freeway onramps. Starting in April.



ITEM: 11.F

Receive and File the Parks and Recreation Department Update

Recommended Action:

It is recommended that the City Council receive and file the Parks and Recreation Department Update for the month of April 2024.

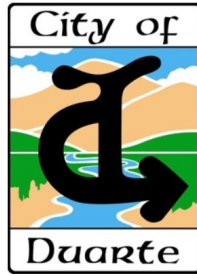
Attachments:

[11.F - Parks and Recreation Department Update - 04.2024.pdf](#)



**PARKS AND RECREATION
STATUS REPORT
April 2024**

PROJECT/PROGRAM		STATUS
<u>SPECIAL EVENTS</u>		
Youth Employment Workshop	Teens ages 15 – 18 are invited to participate in the Teen Center’s Youth Employment Workshop on Wednesday, April 10, from 3:30 to 5 PM. The workshop will walk attendees through resume writing strategies, how to complete job applications thoroughly, interviewing tips, and how to be successful once attaining employment. This is a free workshop and teens should register for their participation at the Teen Center.	
Community Yard Sale	The entire Duarte community is invited to come out and shop or sell at our upcoming Community Yard Sale on Saturday, May 4 from 8 AM to 2 PM at the Senior Center Parking Lot. Vendor spaces are still available for \$30 per space and those interested in securing a spot should visit the Senior Center to complete the application process.	
Water Safety Day at the Duarte Pool	Join us on Saturday, May 11 from 2 to 4 PM for Water Safety Day! This new community event will take place at the Fitness Center pools and is dedicated to ensuring everyone's water smart. Activities during this event will incorporate a wealth of educational material focused on water safety and provide valuable insights, and resources for all attendees. This is a free event for families with children ages 4 and up, but advance registration is required online at ACCESSDUARTE.COM .	
Mother’s Day Tea Party & Fashion Show	On Saturday, May 11, come celebrate Mother’s Day with your family and friends at the Duarte Senior Center! This year’s event will feature a fashion show, plenty of tea, finger sandwiches, an opportunity drawing, and shopping from a few local boutiques. To purchase tickets, visit the Senior Center during their operating hours of Monday – Friday 9 AM – 2 PM, space is limited.	



ITEM: 11.G

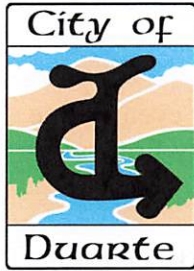
Production Agreement with Pyro Spectaculars, Inc. for 2024 Independence Day Celebration Fireworks Show

Recommended Action:

It is recommended that the City Council 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.

Attachments:

[11.G - Staff Report- Production Agreement with Pyro Spectaculars, Inc. 2024.pdf](#)



Agenda Item: 11G

CM Review: AL

Fiscal Review: XP

AGENDA REPORT

MEETING DATE: April 9, 2024

TO: Mayor and Members of the City Council

FROM: Manuel Enriquez, Director of Parks and Recreation

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

RECOMMENDATION: Staff recommends City Council 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.

FISCAL IMPACT The cost for Pyro Spectaculars, Inc. services is \$27,500. Funds are available and budgeted for in FY 2023/24, under the General Fund (100-1605-7758).

BACKGROUND

Since 2019, the City has held an Independence Day Celebration and Fireworks Show event on the third of July (excluding 2020). This free community-wide special event has traditionally featured live musical entertainment, dancing, food vendors/trucks, a family play area, community resource booths, and a spectacular fireworks display. Given the continuously increasing event attendance year after year and community's favorable response, the City Council again allocated funds in this year's budget for a 2024 Independence Day Celebration and Fireworks Show.

ANALYSIS

The event's fireworks production has been provided without incident by Pyro Spectaculars, Inc. since its inception. Their highly skilled on-site pyrotechnics team has continuously proven that they keep safety as the highest priority and have worked seamlessly with Parks and Recreation Department personnel. More, given the evolving construction work still taking place for Duarte High School's new gymnasium within the vicinity of the pyro launching and fallout zones, Pyro Spectaculars, Inc. and our same assigned lead pyrotechnics operator will continue to monitor the project's construction progress weeks leading up to the City's event and adjust accordingly based on their previous technical site experience and conditions.

Pursuant to Municipal Code 2.36.050. (O), staff is recommending that the City Council waive the competitive bidding process for this procurement. As discussed above, Pyro Spectaculars,

Inc.'s unique qualifications, and technical site knowledge and familiarity with our event venue space has demonstrated their ability to provide the City of Duarte with high-quality fireworks displays while maintaining an excellent safety track record.

This year's production agreement includes a full-service program for our Independence Day Celebration; including music production and choreography, the same licensed pyrotechnic operator we've had since the commencement of this event and a specialized crew, electronic firing system, suitable insurance coverage, and related fireworks permits. The eighteen-minute fireworks display would start at 9 PM and launch from Duarte Sports Park, lower baseball fields. Event attendees would again convene on the upper baseball fields of the park to view the fireworks show.

RECOMMENDATION

Staff recommends City Council 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.

FISCAL IMPACT

The cost for Pyro Spectaculars, Inc. services is \$27,500. Funds are available and budgeted for in FY 2023/24, under the General Fund (100-1605-7758).

ATTACHMENT

2024 Pyro Spectaculars, Inc. Production Agreement

2024 Pyrotechnic Fireworks Proposal

PYRO SPECTACULARS

by Souza®



City of Duarte

July 3, 2024

March 14, 2024

City of Duarte
Manuel Enriquez
1600 Huntington Dr.
Duarte, CA 91010

Subject: Proposal for your event on **July 3, 2024, PROGRAM A** for **\$27,500.00**.

Pyrotechnics:	☐ Close Proximity	☒ Display Fireworks	☐ Firecrackers
Theatrical Effects:	☐ Spark Machines	☐ Flames	☐ CO2 Cryo Jets
	☐ Confetti/Streamers	☐ Lights	☐ Foggers
Drones:	☐ Light Animations	☐ Accents	

Dear Manuel Enriquez,

Pyro Spectaculars, Inc. is delighted to present our proposal for the full-service custom-designed **PROGRAM A** for the production of your upcoming event. We are confident that our production capabilities and crew experience will result in the display of an unforgettable experience for your audience.

Enclosed you will find three important documents that outline our **PROGRAM A** proposal in detail:

1. **Product Synopsis - Proposal:** Provides the specifications of the devices and products to be used in your event.
2. **Production Agreement:** Presents the terms and conditions for the production of your event, including engagements, duties, and payment dates and amounts.
3. **Scope of Work:** Outlines the responsibilities and services to be provided by both Pyro Spectaculars, Inc. and City of Duarte that will be necessary for the execution of the production of your event, along with insurance limits and requirements.

To secure your program, return the fully executed Production Agreement, and initial payment to our office by the PRICE FIRM date, April 19, 2024. Please note that program availability, pricing, and show date may be subject to change if these are not timely received.

If you have any questions, or wish to discuss your program in detail, please do not hesitate to contact either myself or your dedicated Customer Service Representative, Luis Ruiz, at (909) 355-8120, extension 227.

Sincerely,

Pyro Spectaculars, Inc.

Aaron Beargeon

Aaron Beargeon, Show Producer
(LR)

www.pyrospec.com



Pyro Spectaculars, Inc.

P.O. Box 2329, Rialto, CA 92377 • Phone: (909) 355- 8120 • Fax: (909) 355-9813

Pyrotechnic Fireworks Proposal

City of Duarte

PROGRAM A – July 3, 2024

\$27,500.00

Main Body - Aerial Shells

<u>Description</u>	<u>Quantity</u>
◆ 2.5" Sky Concert Selections	120
◆ 3" Sky Concert Selections	315

Total of Main Body - Aerial Shells 435

Pyrotechnic Devices

<u>Description</u>	<u>Quantity</u>
◆ Sousa Platinum Line Custom Multishot Device	425 Shots
◆ Sousa Diamond Line Custom Multishot Device	316 Shots
◆ Sousa Emerald Line Custom Multishot Device	382 Shots
◆ Sousa Pearl Line Custom Multishot Device	100 Shots
◆ Sousa Silver Line Custom Multishot Device	115 Shots

Total of Pyrotechnic Devices 1,338

Grand Finale

<u>Description</u>	<u>Quantity</u>
◆ 2.5" Sky Concert Bombardment Shells	198
◆ 3" Sky Concert Bombardment Shells	120

Total of Grand Finale 318

Grand Total 2,091

Product descriptions are for specification of product quality, classification, and value. Final product selections will be based on availability, suitability, and overall artistic style.



PRODUCTION AGREEMENT (Special)

This agreement ("Agreement") is made this _____ day of _____, 2024 by and between **Pyro Spectaculars, Inc.**, a California corporation, hereinafter referred to as ("PYRO"), and **City of Duarte**, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed, including preproduction services, all as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on July 3, 2024, at approximately 9:00 p.m., at Duarte Sports Park 1401 Central Avenue, Duarte, CA, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of \$27,500.00 USD (TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO an initial payment ("Initial Payment") equal to 50% of the Production Fee \$13,750.00 USD (THIRTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS) plus estimated permit and standby fees, and other regulatory costs approximated at \$00.00 OR an amount to be determined, for a total of \$13,750.00, upon the execution of this Agreement by both parties but no later than April 19, 2024. The Initial Payment is a partial payment toward the preproduction services and costs set forth in the Scope of Work ("Preproduction Services and Costs".) The balance of the fee shall be paid no later than July 5, 2024. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the **Los Angeles County Fire Department**, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services. Such insurance shall be with carriers of recognized standing which are reasonably acceptable to CLIENT and have an AM Best rating of A- or better to protect CLIENT.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 or more days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - City of Duarte, 1600 Huntington Dr., Duarte, CA 91010.

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 :: Fax: 909-355-9813

City of Duarte
Program A, Rev. # 3
July 3, 2024
Page 3 of 4

18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, or if the Initial Payment is not paid on or before the due date, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through April 19, 2024
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

City of Duarte

By: 

By: _____

Its: President

Its: _____

Date: 3/14/2024



Print Name

Date: _____

SHOW PRODUCER: Aaron Bargeon

SCOPE OF WORK
PYRO SPECTACULARS, INC. ("PYRO")
and
City of Duarte ("CLIENT")

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on **July 3, 2024**, at approximately **9:00 p.m.**, at **Duarte Sports Park, 1401 Central Avenue, Duarte, CA.**
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Preproduction Services and Costs for the Production, including advance acquisition of materials and products; design, engineering, programming, handling, staging, storage, and maintenance of products, props, and systems; preparation of drawings, diagrams, listings, schedules, inventory controls, choreography, and computer code; picking, packing, labeling, staging, and loading of equipment, materials, and systems; transportation, and logistics and crew scheduling and support; explosive storage magazines with legally mandated distances, surfaces, security, housekeeping, and access controls; and necessary and appropriate vehicles, including legally mandated insurance, including MCS90 explosives transportation coverage, parking, security, and maintenance.
- Application for specific pyrotechnic permits relating to the Production.
- Musical soundtrack for the Production supplied in agreed upon format.
- Insurance covering the preproduction and Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
	\$10,000,000.00	Aggregate
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- A professional grade Audio System including all necessary equipment, installation of such equipment and trained audio engineers for operation based on audio and communications requirements provided by PYRO.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.



ITEM: 11.H

Landscape Design Contract with Site Design Studio

Recommended Action:

It is recommended that the City Council 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.

Attachments:

[11.H - Staff Report - Landscape Design Contract with Site Design Studio.pdf](#)

[11.H - Site Design - Highland Ave - Landscape Proposal.pdf](#)

[11.H - Site Design - Highland Ave - Landscape Proposal Attachment A.pdf](#)



AGENDA REPORT

MEETING DATE: April 9, 2024

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

SUBJECT: Landscape Design Contract with Site Design Studio for bid documents and final engineering plans and construction administration of the Highland Promenade and Authorization of a \$61,300

RECOMMENDATION: 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

FISCAL IMPACT: There will be a \$61,300 impact to the Gas Tax Fund (2205-8100), the intent is to include this in the 2024-2025 budget. This design project is necessary to prepare for construction of the Highland Promenade that is funded in part with a Measure M Grant

BACKGROUND

The Duarte Station Specific Plan was adopted by the City Council in November of 2018. The specific plan guides the development of the area adjacent and north of the Metro A Line Station. One of the design elements of the plan was the proposal for a 33' wide pedestrian zone (Promenade) along the west side of Highland Avenue north to the 210 Freeway. The promenade will be a mix of walkway, landscape, hardscape, public art and other elements.

At its December 12, 2023 meeting, City Council authorized the City Manager to sign a Professional Services Agreement with KHR Associates for the engineering portion of this project. KHR is currently working on developing the bid set of plans.

To complete the bid package, landscape design plans are also needed. Landscape design plans include plans for the landscape, irrigation and hardscape.

The City received a Measure M Grant that will pay for the construction of the proposed improvements. Presently, the plan is to put this project out for bid later in 2024. These improvements are an essential part of the City's first mile-last mile efforts to improve circulation near transit. The proposed contract will address the final design necessary to prepare plans for the bidding process.

DISCUSSION/ANALYSIS

Staff requested a proposal from Site Design Studio. It is attached as Exhibit A. Site Design Studio has extensive experience in designing public plaza space and has experience working on the Metro site development making them uniquely qualified to provide design services.

The Highland Promenade will improve the pedestrian experience in the Duarte Station area. The original promenade plan was planned to be a 33' wide plaza from the A Line Station to the 210 freeway. Because all of the right of way could not be acquired at this time, the plan will be completed in multiple phases. The first phase will be 16' wide from the A Line Station to Fasana Road and eight feet between that location and the Freeway. The second phase will expand the 16' in front of the Metro building to 33'. Site Design Studio will prepare bid documents for the landscape, irrigation and hardscape on the first phase portion of the project and a concept for the second phase. The second phase will be constructed by the developer of the Metro property in the future. In addition to the concept plan, a 3-D computer generated image will also be included.

RECOMMENDATION

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.

FISCAL IMPACT

There will be a \$61,300 impact to the Gas Tax Fund (2205-8100), the intent is to include this in the 2024-2025 budget. This design project is necessary to prepare for construction of the Highland Promenade that is funded in part with a Measure M Grant.

ATTACHMENTS

Professional Services Agreement
Site Design Studio Proposal

CITY OF DUARTE
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and effective as of April 9, 2024 ("Effective Date"), by and between the CITY OF DUARTE ("City"), a California municipal corporation, and **Site Design Studios, a California Corporation** ("Consultant"). City and Consultant may sometimes herein be referred to individually as a "party" and collectively as the "parties." In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. RECITALS

The City wishes to engage the services of Consultant to provide prepare landscape construction plans for the Highland Avenue Promenade improvements as described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

2. TERM

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

3. SERVICES AND PERFORMANCE

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

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

C. The experience, knowledge, capability, and reputation of Consultant, its principals, and employees were a substantial inducement for City to enter into this Agreement.

Therefore, without the prior written approval of City, which may be given or withheld at City's sole and absolute discretion, Consultant shall not (i) contract with any other entity to perform in whole or in part the Services required hereunder; or (ii) transfer, assign, convey, or encumber (voluntarily or by operation of law) any or all of this Agreement.

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

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

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

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

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

may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services on Consultant's behalf to provide any required disclosure or identification as required by California Labor Code section 1781, as the same may be amended from time to time, or any other similar law.

4. MANAGEMENT

City's **Community Development Director** shall represent City in all matters pursuant to the administration of this Agreement and review the Services performed by Consultant. The City Manager shall have the authority, subject to the limitations set forth in Paragraph 5, to enlarge the Scope of Services or increase the compensation due to Consultant. Consultant's official representative in the administration of this Agreement shall be **Hector Baeza, Principal**, who shall have the authority to make all decisions for Consultant and bind Consultant to the terms of this Agreement.

5. COMPENSATION

A. City agrees to pay Consultant **SIXTY ONE THOUSAND, THREE HUNDRED DOLLARS (\$61,300)**, based on the Scope of Services set forth in Exhibit A. With written approval from the City, necessary additional work may be performed up to 15% of the contract amount.

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

C. Consultant shall be paid monthly and shall submit monthly invoices/reports to City, within ten (10) days following the end of each month, showing actual Services performed. Invoices shall include billings for all charges, including authorized direct costs incurred by Consultant during the month covered by the invoice. Consultant shall be paid on the next regular Council warrant after all required paperwork is submitted. If City disputes whether Consultant has earned its fee or any portion, City shall give written notice to Consultant within thirty (30) days of receipt of Consultant's monthly invoice/report stating the basis for such dispute.

6. SUSPENSION OR TERMINATION OF AGREEMENT

A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all Work under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this subparagraph (A), Consultant shall submit a final invoice/report to City pursuant to Paragraph 4, and City shall be entitled to receive a return of the fee paid to Consultant, or portion thereof, if the reason for the termination is failure by Consultant to have timely performed the Services set forth in Exhibit A. In City's sole and absolute discretion, prior to effecting a

suspension or termination pursuant to this subparagraph (A), City may first serve upon Consultant a written notice of the default specifying the default and the amount of time that Consultant shall have to cure, correct, or remedy the default. If Consultant fails to cure the default within the specified period of time, City shall have the right to immediately terminate this Agreement pursuant to this subparagraph (A). Notwithstanding any other provision of this Agreement to the contrary, City's termination of this Agreement pursuant to this subparagraph (A) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.

B. Consultant may terminate this Agreement only due to a material breach by City, and only upon not less than thirty (30) days' prior written notice to City which notice shall specify the material default. Upon receipt of such notice, City may, but shall not be obligated to, effect to remedy such default, which remedy will cause the notice of termination to no longer apply, and this Agreement to continue in effect.

7. RECORDS AND OWNERSHIP OF DOCUMENTS

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

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

C. Any information gained by Consultant in the performance of this Agreement shall be considered confidential and such information and the reports, records, documents, and other materials prepared by Consultant in the performance of Services under this Agreement shall not

be released publicly or to any other client of Consultant without the prior written approval of the City Manager.

8. INDEMNIFICATION

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

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

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

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

9. INSURANCE

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

A. No Work or Services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance evidencing the required insurance coverages and said Certificates of Insurance are reasonably approved by City. Certificates are to reflect that the insurer will provide thirty (30) days' written notice to City of any cancellation of coverage. In the event any of said policies of insurance are reduced in limits or cancelled for any reason, Consultant shall, prior to the cancellation date, submit new evidence of insurance.

B. The provisions of any workers' compensation or similar law will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials, and agents.

C. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the Work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right to monitor the handling of any such claim or claims if they are likely to involve City.

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

10. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to City a wholly independent contractor. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, officials, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

B. No City-provided employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing Services hereunder.

11. NO UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for Work to be performed in connection with the Services performed under this Agreement.

13. COVENANT AGAINST DISCRIMINATION

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, gender,

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

14. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

15. NOTICES

Any notices which either Party may desire to give or may be required to give to the other Party under this Agreement must be in writing and may be given either by (a) personal service; (b) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery; (c) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the Party as set forth below or at any other address as that Party may later designate by notice; or (d) emailing the notice to the e-mail addresses as set forth below:

If to City: City of Duarte
 Attn: Craig Hensley
 1600 Huntington Drive
 Duarte, California 91010

If to Consultant: Site Design Studios
 Attn: Hector Baeza
 180 East Main Street
 Suite 208
 Tustin, CA 92780

The internal laws of the State of California, without regard to principles of conflicts of laws, shall govern the interpretation of this Agreement. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding anything in this Agreement to the contrary, in no event shall Consultant be entitled to economic or consequential damages or to punitive damages. In the event of any litigation arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other related expenses. The Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the Parties concerning this Agreement. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on Consultant shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

16. RIGHTS AND REMEDIES ARE CUMULATIVE; WAIVER

A. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

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

17. 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.

18. INTERPRETATION; ENTIRE AGREEMENT

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, relating to the obligations of the Parties described in this Agreement, are merged into this Agreement and shall be of no further force or effect.

19. CONFLICTS OF INTEREST

Consultant represents, warrants, and covenants that he, she, or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant further agrees that while this Agreement is in effect, Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant acknowledges that pursuant to the provisions of the Political Reform Act (California Government Code section 87100 et seq.), City may determine Consultant to be a "consultant" as

that term is defined by the Political Reform Act. In the event City makes such a determination, Consultant agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Consultant further agrees to require any other person doing Work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

20. 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.

21. PARAGRAPH HEADINGS AND SUBHEADINGS

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

22. 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.

23. EXECUTION OF CONTRACT

The persons executing this Agreement on behalf of each of the Parties represent and warrant that (i) such Party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party; (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement; and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

24. CITY MANAGER AUTHORITY

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

[Signatures on following page.]

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

CITY OF DUARTE

Brian Villalobos, City Manager

Date: _____

CONSULTANT

**Site Design Studios, Inc.
Hector Baeza**

By:  _____

Its: PRINCIPAL

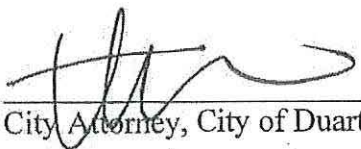
Date: 3/29/24

ATTEST

City Clerk

Date: _____

**APPROVED AS TO FORM
RUTAN & TUCKER, LLP**

 _____
City Attorney, City of Duarte

Date: 3/26/24

EXHIBIT A

Scope of Services

[Starts on Next Page]

EXHIBIT B

Insurance Requirements

A. Insurance Required

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

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

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

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

(5) Professional Liability or Errors and Omissions Insurance designed to protect against acts, errors, or omissions of Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the Services required by this Agreement.

B. All insurance policies required hereunder, except the workers' compensation insurance, shall comply with the following requirements:

(1) All insurance shall be written by insurers that are admitted and licensed to do business in the State of California and with A.M. Best's rating of A- or better and a minimum financial size VII in accordance with the latest edition of Best's Key Rating Guide.

(2) The policies shall be endorsed to name City and its officers, officials, employees, agents, and volunteers as additional insureds.

(3) All of Consultant's insurance: (i) shall contain no special limitations on the scope of protection afforded to the additional insureds; (ii) shall be primary insurance and any insurance or self-insurance maintained by the additional insureds or any of them shall be in excess of Consultant's insurance and shall not contribute with it; (iii) shall be "occurrence" rather than "claims made" insurance; (iv) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (v) shall prohibit Consultant from waiving the right of subrogation prior to a loss except for professional liability; and (vi) shall not contain any provision or definition that would serve to

eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.

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

C. Consultant shall renew the required coverage annually as long as City or its employees or agents face an exposure from Consultant's operations pursuant to this Agreement. Termination of this obligation shall survive the termination or expiration of this Agreement and shall not be effective until City executes a written statement to that effect.

**SITE
DESIGN STUDIO, INC.**

180 East Main Street
Suite 208
Tustin, California 92780

Tel: 714-426-0248
Fax: 714-426-0255

Planning
Urban Design
Landscape Architecture
Site Lighting Design

March 18, 2024

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

RE: **Highland Ave. Promenade**
Landscape Design Services Proposal
Project No. CDU 241

Dear Craig:

It was a pleasure for Mike and I to meet you and discuss the City's plans for the development of the Highland Ave. Promenade public improvements. We are pleased to submit this proposal for landscape design services associated with this important project that will bring much needed benefits to the neighborhood and community at large. Highland Ave. Promenade (HAP) as you described is a component of the Duarte Station Specific Plan. This landscape proposal is for the West side of Highland Ave. improvements; between the Metro Gold Line tracts on the south end, to the south side of the Evergreen Street intersection. The City's original plan for the promenade is to extend the 8 feet right-of-way by 25 feet for a total of 33 feet, measured from face of curb.

Currently the City has not secured the additional 25 feet of dedication from all property owners. As you indicated the industrial property just north of the Metro Station including the Metro property (existing Metro parking lot) will have an addition 8 feet for total of 16 feet. The future affordable housing property South of Fasana Rd. (existing Metro parking lot) will be 33 feet. The industrial property north of Fasana Rd. to Evergreen Street will stay at the current ROW of 8 feet. Refer to Attachment A for areas to be improved.

Assumptions:

In addition to the above, the following are our assumptions that form the basis of this proposal:

1. Our landscape Scope of Services includes Schematic Design, Construction Documents, Plan

- Check Coordination, and Construction Observation services.
2. The landscape improvement design in front of the affordable housing site will include between 16-20 feet as part of this scope. We will design up to 33 feet to incorporate the future affordable housing plaza based on the information provided by the housing developer.
 3. The existing art sculpture and bike racks including long term bike storage will remain, until the affordable housing improvements are implemented.
 4. The landscape design will address the stated areas for improvements as described above; there are no median improvements planned for this project.
 5. We will utilize the City's consultant Civil Engineer's site base (Auto CAD file), to prepare the landscape site base.
 6. Crosswalks: The intent is to provide enhance paving treatment at the two crossings (Fasana Rd. and Evergreen Street), including one crossing at Highland Ave. and Business Center Dr. Proposed enhancement treatment will be coordinated with Public Works. Final construction plans for the crossing will be by the Civil Engineer, we will propose enhanced paving materials.
 7. Site grading, drainage, and utility plans, including ADA ramps/Path of Travel, and public sidewalk construction plans will be provided by the Civil Engineer. Civil Engineer will also be responsible for any traffic lane striping, potential bike lanes, and traffic safety plans. The Traffic signal lights will remain and protected in place.
 8. If Structural Engineering services are required, these services will be contracted directly to the City not included in this proposal.
 9. The existing pedestrian theme pole lights will remain, to be protected in place. Site electrical plans and photometric studies are not included in this proposal. If required City will contract directly with Electrical Engineer.
 10. The existing bus stop shelter is to remain, to be protected in place.
 11. It is anticipated that the existing overhead electrical lines (two pole) located on the south end will be underground per Civil Engineer's plans.
 12. We assume that there is no recycled irrigation water available for this site. We will obtain landscape as-built plans from the City. We will not be responsible for the accuracy of such as-built plans.
 13. We will coordinate landscape design with Mr. Craig Hensley and obtain input from Stephanie Sandoval (Public Works). No formal plan submittal and review process is anticipated.
 14. We will provide landscape plans to the Civil Engineer to be incorporated into their plan package to be submitted to City.
 15. This proposal does not include project signage.
 16. We have included an optional fee for the preparation of up to three- 3D computer generated images.
 17. We will attend one City Council meeting to present the design plans. We do not anticipate attending any neighborhood groups and Metro staff/board presentation meetings.

A. Scope of Services

Phase One: Schematic Design

Upon Client approval to initiate work we will precede with completing landscape schematic design phase utilizing the Client's approved architectural site plan. We will utilize the Civil Engineer's Auto CAD site base; the plan will show existing right-of-way, street curbs, driveways, utilities, existing irrigation backflows, existing trees, existing parking areas, buildings, existing walls, site furniture, cross walks and street lights.

- Task 1 We will review the City's Duarte Station Specific Plan affecting the proposed Highland Ave. Promenade. Obtain and review the City's areas of ROW dedication for the various parcels along the West side of Highland Ave.
- Task 2 Attend a project kick-off meeting with the Client to review project goals, Civil Engineer's preliminary site plan, confirm project schedule and sequence of services. The overall program elements and construction issues will be discussed to establish a good understanding of how these relate to the landscape design.
- Task 3 Review the Civil Engineer's site plan and provide input/comments.
- Task 4 Obtain from the affordable housing developer, the proposed affordable housing site plan, and review the design intent for the front plaza, and evaluate/study the interface of the city's proposed improvements to determine the best physical interface for this plaza that will be developed in two phases.
- Task 5 Based on the Client approved Civil Engineer's site plan base, we will provide two landscape colored design options. The options will show the landscape theme, plant materials proposed, general use of enhanced paving, and site furniture. As the information is available from the affordable housing design effort, we will incorporate this design into the City's improvements. Present the options to the Client and obtain comments. For this phase of work the intent is to protect in place the existing sculpture and bike storage furniture, in the area of the future affordable housing site.
- Task 6 Based on the Client's comments we will prepare the preferred landscape design. The colored plan will illustrate enhance paving design/geometry, layout of plaza space in front of the future affordable housing site, location of existing pedestrian pole lights and bus stop shelter, including final site furniture selections. The plan will also show plant material list.
- Task 7 Provide plant material image board showing photo images of the proposed plant materials, paving materials and site furniture.
- Task 8 OPTIONAL: Based on the approved design option, we will prepare (3) – 3D colored computer generated images.
- Task 9 Review the Civil Engineer's proposed street improvement plans, grading and drainage plans, provide comments as appropriate.
- Task 10 Present the schematic design plans to the Client and design team and make the required changes.
- Task 11 During this phase attend three project design team meetings or telephone conference calls.
- Task 12 Attend one City Council meeting to answer any questions on the proposed design.

Phase Two: Construction Documents

Subsequent to the approval of the Schematic Design phase and with the authorization of the Client, the Consultant will proceed with the Construction Document phase of the project. The work tasks will include:

- Task 1 Review the Civil Engineer's street improvement plans, if there are any site changes, provide input for hardscape layout and planting area locations, and re-issue site base to the design team.
- Task 2 Prepare landscape base sheets in the standard Consultant's working drawing format. The project Civil Engineer will provide the Consultant with computer generated base drawings, showing property boundary, proposed and existing utilities, existing trees, and buildings, parking/drive locations, to be used to produce the landscape base sheets.
- Task 3 Review the City's irrigation as-built plans. If no plans are available, visit the site to review the existing above ground irrigation system and equipment. Document the information on plan.
- Task 4 Prepare irrigation diagram showing the POC, mainline, and controller locations. Provide this information to the Civil Engineer.
- Task 5 Prepare site lighting concept plan identifying landscape lighting fixtures and locations including manufacture's fixture cut sheet. This plan will be provided to the Electrical Engineer to prepare final electrical construction plans. The Electrical Engineer is to be contracted directly with the City for this service.
- Task 6 Consultant will prepare the following construction drawings:
 - a. Construction layout plans
 - b. Irrigation Plans
 - c. Planting Plans
 - d. Construction details
 - e. Technical specifications (in Microsoft Word format)
- Task 7 The Consultant will review the Engineer's overall site grading / drainage plans and provide input as it affects landscape design. The Civil Engineer will be responsible for final overall site grading, drainage, ADA path of travel, ADA ramps, crosswalk paving, engineering of site improvements including driveways, retaining walls, construction drawings for all walls/fencing, public sidewalks, mechanical systems, structural and electrical circuitry.
- Task 8 Coordinate landscape issues with the Consultant team and Client.
- Task 9 During this phase the Consultant will attend three team coordination meetings.

Phase Three: City Plan Submittal

- Task 1 Submit plans to the Civil Engineer who is responsible for submitting plans to the City for approval.
- Task 2 Make the require changes to the plans based on City comments, and resubmit to the Civil

Engineer for final approval.

Phase Four: Construction Observation

The Consultant will conduct site visits during the construction phase of the project. The intent is to observe, and report on the progress, conformity to the design intent of the construction documents. This service commences at the pre-bid meeting and is complete at the end of the contractor's ninety (90) day maintenance period.

The Consultant shall not be responsible for construction means, methods, techniques, sequences of procedures in connection with the work and shall not be responsible for the contractor's errors or omissions or failure to carry out the work in accordance with the contract documents.

The construction observation services shall include the following:

1. Site Visitation

We assume that the project will be constructed in two phases. We will provide four (4) construction observation site visits for each phase. We will provide the following construction observation visits:

- Hardscape Layout
- Irrigation
- Planting
- Final

During the construction observation site visits the Consultant will accomplish the following:

- a. Observe installation of landscape elements as requested by Owner.
- b. Provide one site visit at the end of the maintenance period with Related Management and long term landscape maintenance personnel.

2. Review Contractor's submittals

- a. Review Contractor's Request for Information (RFI) provide clarification as required.
- c. Review and approve plant materials based on contractor's photo submittal. No site nursery visits are anticipated in this proposal.
- c. Review Contractor's shop drawings and provide input as required.
- d. Submit to the Client field reports of all site observations visits. Provide written response to contractor's request for information, as well as bulletins describing plan changes affecting construction.

3. Project Close-out

- a. Prepare "Certificate of Substantial Completion" and "Punch List" to be issued and approved by the Client.

- b. Provide final observation of site. Compile revised punch list if required.
- d. Review Contractor's "Record Drawings" (as-built) and submit to Client.

B. Exclusions to Scope of Services

Client shall provide the following information or services as required for performance of the work. The Consultant assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should the Consultant be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

- 1. Topography, boundary surveys, tree survey and arborist report.
- 2. Existing site engineering, utility base information and demolition plan.
- 3. Construction drawings for project signage.
- 4. Mechanical/Electrical engineering for all water features.
- 5. Structural calculations for all project walls.
- 6. Civil Engineer to provide grading and drainage plans, street improvement plans, pedestrian cross walks, ADA path of travel, ADA ramps and construction wall plans.
- 7. Electrical calculations, photometric study, and circuitry for site lighting.
- 8. Soils Engineering, soils testing for environmental contamination, Geotechnical, Structural, Electrical or Mechanical consultant services if required.
- 9. Soils engineering and geotechnical, soils testing for environmental contamination, soils analysis for agricultural suitability, irrigation scheduling, schedule of landscape and irrigation maintenance, landscape irrigation audit report, and soils management report, structural, electrical or mechanical consultant services are excluded in this agreement.
- 10. Formal construction plan submittal to City.
- 11. Community and/or "stakeholders" presentation meetings.

C. Fees and Payments for Professional Services

- 1. Fees for Professional Services and Reimbursable Costs shall be billed monthly on separate invoices.
- 2. Accounts are payable net thirty (30) days from date of invoice at our offices in Tustin, California. Interest will be charged on all accounts not paid within forty-five (45) days on invoice date at the maximum rate allowable by law. The Consultant agrees to utilize the Client's invoice format.

3. The fee will be billed as a percentage of completion for actual work performed on a monthly basis. The following is a breakdown of the proposed fee by construction phase and work phase:

Schematic Design	\$ 12,500	
Construction Documents	\$ 37,000	
Plan Check Coordination	\$ 3,500	
Construction Observation		\$ 4,800
Design Fee		\$ 57,800
OPTIONAL: Three – 3D Computer Generated Images	\$ 3,500	
Reimbursable Allowance	\$ 2,500	

D. Reimbursable Expenses

Reimbursable expenses are in addition to the design fee above. Compensation for reimbursable expenses include actual expenditures made by the Consultant in the development of the project. These expenses shall include CAD Plotting, printing, and reproduction of plans, overnight delivery and messenger services, and travel expenses (\$0.67 per mile). These expenses shall be billed at direct cost.

E. Additional Services

Work requested and or authorized by the Client not defined in the Scope of Services or revisions and changes in approved drawings. Services shall be provided on a time basis computed as follows:

<u>Time Charges</u>	<u>Hourly Rates</u>
Principal	\$ 150/Hr.
Senior Associate	\$ 110/Hr.
Associate & Prof. Staff	\$ 85/Hr.
Admin.	\$ 45/Hr.

The hourly rates above are subject to change on December 31 of the calendar year.

Craig, I trust the above reflects your understanding of our involvement on this project. Please review our scope carefully; if you have any questions do not hesitate to call my office at 714-426-0248. Again, we appreciate this opportunity and look forward to working with you on Highland Ave. Promenade project.

Sincerely,

Site Design Studio, Inc.

Hector Baeza
Principal



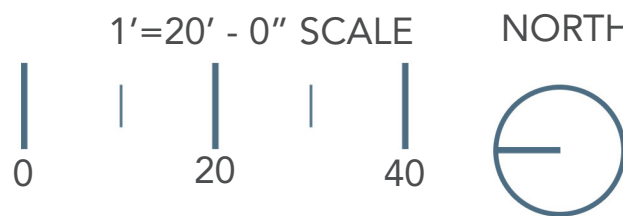
HIGHLAND PEDESTRIAN PROMENADE

DUARTE | CALIFORNIA

CITY OF DUARTE | 20-117

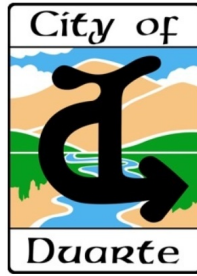
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ATTCHMENT A



CONCEPTUAL LANDSCAPE PLAN





ITEM: 11.I

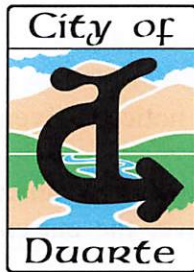
Lease Extension for Public Safety Office at 1042 Huntington Drive

Recommended Action:

It is recommended that the City Council authorize the City Manager to sign a 10 year extension to the current lease for Public Safety in the Mountain Vista Plaza Shopping Center.

Attachments:

[11.I - Staff Report - Lease Extension for Public Safety Office at 1042 Huntington Drive.pdf](#)



AGENDA REPORT

MEETING DATE: April 9, 2024

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

SUBJECT: Lease Extension for Public Safety Office at 1042 Huntington Drive

RECOMMENDATION: That City Council authorize the City Manager to sign a 10 year extension to the current lease for Public Safety in the Mountain Vista Plaza Shopping Center

FISCAL IMPACT: Annual lease of the space will be included in the 2024-2025 budget. The lease rate in year one, including lease, common area maintenance is \$170,000

BACKGROUND

The City currently leases a 4,580 square foot tenant space in the Mountain Vista Plaza shopping center for the Public Safety office. The City has leased space in this shopping center since 1989.

The current lease will end on June 30, 2024. This lease was a five year extension of past leases. That lease had a built in 4% annual increase. It is a triple net lease, meaning that the City also pays common area maintenance (CAM) fees for things such as parking lot and landscape maintenance. The current base rent is \$2.12 per square foot plus common area maintenance (CAM) fees. With the 4% increase, the rate would have increased to \$2.20 per square foot plus CAM fees starting in July or the lease would have ended.

DISCUSSION/ANALYSIS

In past lease extensions, the term was five years with a 4% annual increase. For this lease extension, Staff asked the shopping center owner to consider a longer term lease with reduced future increases and also requested first year financial concessions that would allow some available funds to make some interior upgrades.

The proposed 10 year extension has the following terms:

Year 1-5 \$10,076 Triple Net (\$2.20 psf)

Base Rent increases by 12% on July 1, 2029 through June 30, 2034.

The City will receive a \$5,000 base rent credit per month for 12 months from July 2024 through June 2025.

The City will be able to terminate the lease after five years, as long as a 12 month notice is given.

The proposed lease has a longer term than the existing lease, but this results in limiting the annual increase will provide better lease stability for the City as well as a savings over the current arrangement.

RECOMMENDATION

That City Council authorize the City Manager to sign a 10 year extension to the current lease for Public Safety in the Mountain Vista Plaza Shopping Center.

FISCAL IMPACT

Annual lease of the space will be included in the 2024-2025 budget. The lease rate in year one, including lease, common area maintenance is \$170,000.

ATTACHMENTS

Proposed Lease Extension

Mr. Brian Villalobos
City Manager
City of Duarte
1600 Huntington Drive
Duarte, California 91010

March 28, 2024

RE: Extension of Lease between MVP, LLC as Landlord and the City of Duarte as Tenant covering the premises located at 1042 Huntington Drive, Duarte, California 91010.

Dear Brian:

This letter will serve to confirm the extension of your Lease for an additional 10-year period from July 1, 2024 through June 30, 2034. The monthly base rental rate for this Extension Period shall be as follows:

July 1, 2024 – June 30, 2029: \$10,076 Triple Net

Base Rent shall increase by 12% on July 1, 2029, and shall then remain flat for the balance of the extension term.

Tenant shall receive a \$5,000 base rent credit per month for 12 months from July 2024 through June 2025.

Either party shall have the right at any time to early terminate the lease by providing twelve months prior written notice, provided, however, that said twelve month notice may not be given any earlier than June 30, 2028 with the effective date of said early termination to be no earlier than June 30, 2029.

All other terms and conditions shall be in accordance with your lease, including but not limited to the continued payment of triple net charges throughout the term.

This letter shall not have any binding or other effect on any party unless it is fully executed.

The Parties hereto have executed this document on the date below written. The undersigned all represent and warrant that they have the legal authority to grant and execute this document on behalf of the Parties to the lease, whether the Parties are individuals, partnerships, corporations, limited liability companies or other entities. Delivery of a signature on the document, whether as an original or electronically, shall constitute a valid and enforceable signature.

Kind Regards.

MVP, LLC

CITY OF DUARTE

By: _____
Robert Piken Date
Manager

By: _____
Brian Villalobos Date
City Manager

By: _____
Randal Johnson Date
Manager

/leasduar



ITEM: 14.A

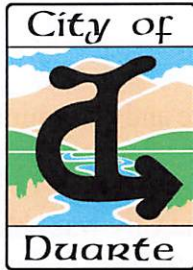
Discussion Regarding the Public Utilities, Communications, and Technology Commission's Recommendation Concerning the "Report an Issue" Website Feature

Recommended Action:

It is recommended that the City Council 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").

Attachments:

[14.A - Staff Report - Report an Issue Website Feature.pdf](#)



AGENDA REPORT

MEETING DATE: April 9, 2024

TO: Mayor and Members of the City Council

FROM: Brian Villalobos, City Manager

BY: Albert Nuñez, Management Aide

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

RECOMMENDATION: It is recommended that the City Council 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").

FISCAL IMPACT: Implementation of the issue-reporting form on the website had no fiscal impact. If a mobile app were to be developed, the cost of development and annual maintenance is estimated at \$12,000.

BACKGROUND

At the regular City Council meeting on January 24, 2023, Councilmember Kang asked City staff to conduct research on the timing and cost of creating a City mobile application ("app") where residents can report issues such as graffiti and potholes. Recognizing that researching the development of a new app would take time, Mayor Pro Tem Cesar Garcia suggested that staff create a form on the City website, allowing residents to report issues and submit photos online. This would immediately implement an issue-reporting feature at no additional cost to the City.

City staff gave a presentation to the Public Utilities, Communications, and Technology Commission at its regular meeting on July 12, 2023, to recommend whether the City should continue to collect data from its "Report an Issue" website feature or move forward with a request to City Council to fund a mobile application. After the Commission's productive discussion, it was recommended that City staff continue to use the "Report an Issue" website feature and report back at a future meeting to present a year's worth of data. The Commission also provided feedback to City staff on how to boost awareness and usage of the issue-reporting form. A few commissioner suggestions have since been implemented, such as the creation of a QR code and updating form language resulting in consistent average monthly submissions.

The Public Utilities, Communications, and Technology Commission's recommendation was then presented to the City Council at its regular meeting on September 26, 2023. The City Council concurred with the Commission's recommendation, and it was determined that City staff would

collect a year's worth of data, from the "Report an Issue" website feature, to analyze and determine whether usage would increase, stabilize, or decrease.

After a year since the "Report an Issue" website feature was officially launched, the City was able to gather a year's worth of data. City staff gave an update on the "Report an Issue" website feature while presenting the new data to the Public Utilities, Communications, and Technology Commission at its regular meeting on March 13, 2024. The Commission held a discussion and recommended that City staff continue to use the website feature and not move forward with a request to the City Council for funding of a city mobile application.

DISCUSSION/ANALYSIS

Staff worked to identify major issues reported in the City and the proper departments to address those issues. With this information in hand, the City of Duarte launched a new website feature on February 22, 2023, to optimize reporting issues. The reporting form allows for easy request submissions and issue reporting through the home page of the City's website on a desktop or mobile device. This "Report an Issue" feature was developed at no cost to the City, and it took staff less than a month to finalize.

Since its official launch, the website feature has shown great engagement and usage. Currently, the top three issues reported are graffiti, trash-related issues, and the "Other" option, which allows residents to submit an issue not listed on the form. About 50% of the submissions contained at least one photo to help City staff address the issue reported. Most of the submitted reports were directed to the Community Development Department, which resulted in a 44% decrease in calls received regarding issues or requests. In the feature's first year, the City received a total of 472 reported issues, with an average of 39 monthly submissions. In comparison, the City of South Pasadena's mobile app, a similar sized city which officially launched their mobile app in September 2022, received approximately 300 reported issues with an estimated monthly average of 25 submissions in their app's first year. These metrics are particularly encouraging given that Duarte didn't invest in a city mobile app in order to create a reporting form and still found greater success compared to a city with their own mobile app.

At the regular City Council meeting on September 26, 2023, six (6) months worth of data was collected from the website feature and presented to the City Council. Below is a chart comparing the half year and one year worth of data:

Half Year Mark - Data	One Year Mark - Data
• 39 average monthly issues reported	• 39 average monthly issues reported
• Total of 236 submissions	• Total of 472 submissions
• Photos submitted in more than half of submitted reports	• Percentage of reports that included at least one photo stabilized
• Community Development Department calls regarding issues decreased by 38%	• Community Development Department calls regarding issues decreased by 44%

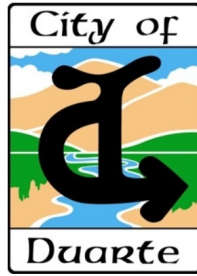
Additionally, as requested by Councilmember Kang, City staff conducted a survey and found that less than half of the San Gabriel Valley cities have a mobile application available to its residents. The majority of the cities that do have a mobile app use GOGov as their app provider, with an annual maintenance cost determined by the population of each city. GOGov provided City staff with an estimated annual cost of \$12,000 per year to develop and maintain its app, with an annual increase of up to 7%. According to City staff's research, the development of a city mobile app takes an average of three months to complete. After further research, City staff noted that the GOGov app has a report feature, allows users to upload photos to accompany their submissions, and is managed by staff members, which are the same features found in Duarte's reporting form.

RECOMMENDATION

It is recommended that the City Council concur with the Public Utilities, Communications, and Technology Commission's recommendation for City staff to continue to use the "Report an Issue" website feature and not move forward with a request to City Council to fund a city mobile application ("app").

FISCAL IMPACT

Implementation of the issue-reporting form on the website had no fiscal impact. If a mobile app were to be developed, the cost of development and annual maintenance is estimated at \$12,000.



ITEM: 14.B

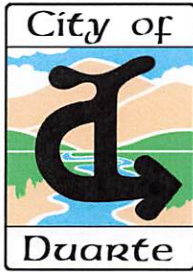
Adoption of Resolution No. 24-02 regarding the proposed thresholds of significance for purposes of analyzing transportation impacts

Recommended Action:

It is recommended that the City Council 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.

Attachments:

[14.B - Staff Report - Adoption of Resolution No. 24-02 .pdf](#)



AGENDA REPORT

MEETING DATE: April 9, 2024

TO: Mayor and Members of the City Council

FROM: Jason Golding, Planning Manager

SUBJECT: Resolution adopting the proposed thresholds of significance for purposes of analyzing transportation impacts

RECOMMENDATION: It is recommended that the City Council 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

FISCAL IMPACT: No Impact

BACKGROUND

In March 2020, the City entered into a Memorandum of Agreement with the SGVCOG to participate in the San Gabriel Valley Regional Vehicle Miles of Travel (VMT) Analysis Model. The City of Duarte is one of 26 SGVCOG member cities that opted into the SGVCOG VMT Implementation process, which resulted in the development and use of the SGVCOG VMT Evaluation Tool for assessing the potential VMT impacts of proposed projects.

In 2020, the City, with guidance provided by the San Gabriel Valley Council of Governments (SGVCOG), adopted new California Environmental Quality Act (CEQA) thresholds of significance for transportation impacts due to changes in State law pursuant to Senate Bill 743 (SB 743). These changes modified how the City evaluates projects for transportation impacts for the purposes of CEQA. Specifically, the City is required to use Vehicle Miles Traveled (VMT) instead of Level of Service (LOS) as the metric to evaluate transportation impacts in CEQA documents.

The current SGVCOG VMT Tool is based on VMT outputs from the Southern California Association of Governments (SCAG) 2016 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) trip-based model (TBM) and needs to be updated to be consistent with the 2020 RTP/SCS activity-based model (ABM). The change of both the model simulation platform (trip-based model to activity-based model) and the underlying data, such as traffic counts and socioeconomic data, resulted in changes to the VMT threshold numbers and low VMT areas.

DISCUSSION/ANALYSIS

Baseline Data Differences (2016 vs. 2020 RTP/SCS)

The SCAG 2016 RTP/SCS is based on traffic counts collected in 2012, the 2012 roadway network, 2012 transit network and ridership information, land use information, and other socio-economic inputs. The 2020 RTP/SCS is based on the same datapoints collected in 2016. This is the first update to the RTP since the SGVCOG participating cities adopted VMT thresholds of significance. The changes in the underlying data significantly altered the low, moderate, and high VMT-generating areas throughout the SGVCOG region for each of the three baseline alternatives (City, Northwest Subarea, and SGVCOG Region). In some cities under their adopted baseline, an area considered a low VMT area using the 2016 RTP model became a high VMT area using the 2020 RTP model. And under different baselines, the reverse occurred. This is important because the selection of baselines for determining VMT significance may impact a city's ability to approve projects. For example, if a developer selected a location for a housing project based on the city's low VMT areas for residential uses and compatibility with the city's general plan but before they had submitted the development application the SCAG model was updated and the area became a high VMT area for housing, then the project would likely require the City to certify an environmental impact report (EIR) and adopt a statement of overriding considerations to move forward. This could delay project approval by up to two years.

The City of Duarte is located in the Northwest Subarea of the SGVCOG region. According to the City of Duarte Transportation Study Guidelines for Vehicle Miles Traveled and Level of Service Assessment (September 2020), the City adopted the Northwest Subarea baseline VMT as the benchmark to determine CEQA transportation impacts for all project types (residential, employment, and mixed-use/regional retail).

Pursuant to the OPR Guidance, cities can adopt different baselines based on project types and states that employment based VMT thresholds should use subregional or regional baselines. For employment generated VMT (VMT/employee), it is recommended that the City adopt the highest of two baselines (Northwest Subarea or SGVCOG) to set the most achievable bar for employment generating uses. The City's current threshold (Northwest) is appropriate for Total VMT per service population (OD VMT/SP) and for home-based VMT (VMT/capita), but it is recommended that the City adopt the highest of the three baselines (City, Northwest Subarea, or SGVCOG Region) to set the most achievable bar for reaching the given threshold. Adopting this change will allow the City to approve projects that both align with the City's General Plan and meet CEQA requirements in a timely manner.

ENVIRONMENTAL REVIEW

The attached Resolution has been assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the environmental regulations of the City. The adoption of new local CEQA thresholds of significance for transportation impacts and the adoption of new Local Transportation Assessment Guidelines will not have a significant environmental impact and are exempt from the CEQA pursuant to Section 15308 of Title 14 of the California Code of Regulations because the two actions are undertaken by the City for the protection of the environment. The revised CEQA thresholds will

be compliant with a State mandate (SB 743) and will be used in a regulatory process (CEQA process) that involves procedures for the protection of the environment. Accordingly, the City Council will consider the recommendation to find the Resolution exempt from the environmental review requirements of CEQA pursuant to Section 15308 of Title 14 of the California Code of Regulations.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 24-02, finding that the action is exempt from CEQA and establishing the proposed thresholds of significance for purposes of analyzing transportation impacts.

FISCAL IMPACT

No Impact.

ATTACHMENTS

A. Resolution No. 24-02

RESOLUTION NO. 24-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE ADOPTING “VEHICLE MILES TRAVELED” THRESHOLDS OF SIGNIFICANCE FOR PURPOSES OF ANALYZING TRANSPORTATION IMPACTS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the California Environmental Quality Act Guidelines (“CEQA Guidelines”) encourage public agencies to develop and publish generally applicable “thresholds of significance” to be used in determining the significance of a project’s environmental effects; and

WHEREAS, CEQA Guidelines section 15064.7(a) defines a threshold of significance as “an identifiable quantitative, qualitative or performance level of a particular environmental effect, noncompliance with which means the effect will normally be determined to be significant by the agency and compliance with which means the effect normally will be determined to be less than significant”; and

WHEREAS, CEQA Guidelines section 15064.7(b) requires that thresholds of significance must be adopted by ordinance, resolution, rule, or regulations, developed through a public review process, and be supported by substantial evidence; and

WHEREAS, pursuant to CEQA Guidelines section 15064.7(c), when adopting thresholds of significance, a public agency may consider thresholds of significance adopted or recommended by other public agencies provided that the decision of the agency is supported by substantial evidence; and

WHEREAS, Senate Bill 743, enacted in 2013 and codified in Public Resources Code section 21099, required changes to the CEQA Guidelines regarding the criteria for determining the significance of transportation impacts of projects; and

WHEREAS, in 2018, the Governor’s Office of Planning and Research (“OPR”) proposed, and the California Natural Resources Agency certified and adopted, new CEQA Guidelines section 15064.3 that identifies vehicle miles traveled (“VMT”) – meaning the amount and distance of automobile travel attributable to a project – as the most appropriate metric to evaluate a project’s transportation impacts; and

WHEREAS, as a result, automobile delay, as measured by “level of service” and other similar metrics, generally no longer constitutes a significant environmental effect under CEQA; and

WHEREAS, the City’s project review process will retain “level of service” analysis to ensure consistency with the General Plan; and

WHEREAS, CEQA Guidelines section 15064.3 goes into effect on July 1, 2020, though public agencies may elect to be governed by this section immediately; and

WHEREAS, the City of Duarte is one of 26 San Gabriel Valley Council of Governments (SGVCOG) member cities that opted into the SGVCOG SB 743 Implementation process; and

WHEREAS, at the conclusion of the process, the SGVCOG VMT Evaluation Tool was developed for the SGVCOG region, including VMT screening establishing a baseline threshold; and

WHEREAS, the current SGVCOG VMT Evaluation Tool is based on VMT outputs from the 2016 Regional Transportation Plan/Sustainable Communities Strategies (RTP/SCS) trip-based model and needs to be updated to be consistent with the 2020 RTP/SCS activity-based model. Additionally, changes in population, employment, and traffic counts have been updated in the 2020 RTP/SCS; and

WHEREAS, both updates have resulted in changes to the VMT threshold numbers and low VMT areas throughout the SGVCOG region; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The recitals set forth above are true and correct and are incorporated herein.

SECTION 2. The City of Duarte hereby adopts VMT thresholds for each VMT type based on 15 percent below the baseline VMT¹ that sets the most achievable VMT target. The VMT per employee threshold for employment-generating projects shall be based on 15 percent below either the SGVCOG Northwest Subarea or SGVCOG Region, whichever results in the largest numerical value. The VMT per capita thresholds for residential projects may be based on the City, SGVCOG Northwest Subarea, or SGVCOG Region, whichever results in the largest numerical value. The VMT per service population thresholds for mixed-use projects may be based on the City, SGVCOG Northwest Subarea, or SGVCOG Region, whichever results in the largest numerical value.

SECTION 3. The Duarte City Council finds and determines that the adoption of Resolution No. 24-02 is exempt from the environmental review requirements of CEQA pursuant to Section 15308 of Title 14 of the California Code of Regulations.

SECTION 4. This Resolution shall take effect immediately upon its adoption by the City Council, and the Clerk of the Council shall attest to and certify the vote adopting this Resolution.

¹ The baseline VMT shall be based on the most current and available Southern California Association of Governments Regional Transportation Plan travel demand model.

PASSED, APPROVED and ADOPTED this 9th 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)

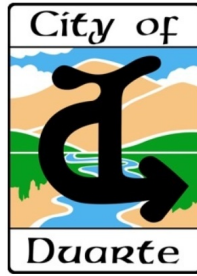
I, _____, City Clerk/City Manager of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 24-02 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 9th day of April, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

Annette Juarez, City Clerk



ITEM: 14.C

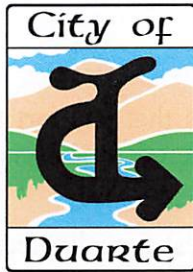
City of Duarte City Council Reimbursement Policy

Recommended Action:

It is recommended that the City Council discuss the amended Expense Reimbursement Policy and adopt the amended policy.

Attachments:

[14.C - Staff Report - City Council Reimbursement Policy.pdf](#)



AGENDA REPORT

MEETING DATE: April 9, 2024

TO: Mayor and Members of the City Council

FROM: Brian Villalobos, City Manager

BY: Thai Viet Phan, City Attorney

SUBJECT: City of Duarte City Council Reimbursement Policy

RECOMMENDATION: Staff recommends that the City Council discuss the amended Expense Reimbursement Policy and adopt the amended policy.

FISCAL IMPACT: There is no fiscal impact associated with this item.

BACKGROUND

The City of Duarte currently has a reimbursement policy related to expenses incurred by Councilmembers as they carry out their official duties ("Expense Reimbursement Policy"). There has been an increase in requests for reimbursements from Councilmembers relating to events and other expenditures that do not fall within the parameters of the existing policy. This updated Expense Reimbursement Policy would allow the City Council to clarify the parameters of what expenses may be reimbursed by the City pursuant to existing law and provide greater detail regarding the process for reimbursement as well as ramifications for violations of the policy.

DISCUSSION/ANALYSIS

The amended policy clarifies the types of expenditures that are reasonable, actual, authorized, and necessary for the substantial benefit of the City of Duarte, such as the opportunity to discuss the City's concerns with government officials (i.e., state senators and county supervisors); participating in regional organizations whose activities affect the City of Duarte (such as the California Contract Cities Association); attending educational seminars (i.e., trainings for compliance with state mandates); and promoting public services and public participation at events held by the City, events co-sponsored by the City, events in which the City is a partner or collaborator (i.e., Rotary Club of Duarte event); and community events held in the City.

The amended policy also clarifies what expenses are not reimbursable. The existing policy states that "political or charitable contributions or events" are not reimbursable. This amendment would clarify the provision to state that these types of contributions or events include "fundraising galas and nonprofit auctions or dinners in which the City is not a sponsor, collaborator, or approved partner." As a general law city, in order for the City to expend funds that benefit private organizations, the City must make findings that demonstrate that the funds are for a public purpose

within the City's jurisdiction. As such, unless the City Council makes findings that support a charitable event has a public purpose within the City's jurisdiction, it is considered a personal expense that is not reimbursable.

Additional changes include requiring a minimum of 21 calendar days for a request for advances rather than seven (7) working days. This additional time would allow the City Manager to agendaize an item for City Council approval if the request does not fall clearly within the Expense Reimbursement Policy. However, the City Manager may waive this requirement if time constraints deem it necessary.

Finally, the amended policy includes a provision discussing policy violations and remedies for the City.

RECOMMENDATION

Staff recommends that the City Council discuss the amended Expense Reimbursement Policy and adopt the amended policy.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENT

Expense Reimbursement Policy

CITY OF DUARTE
EXPENSE REINBURSEMENT POLICY

SECTION 1. PURPOSE

To define the general policy and procedures of the City of Duarte regarding City reimbursement for expenses incurred while performing City business or representing the City of Duarte.

SECTION 2. GENERAL POLICY STATEMENT

- A. Any questions regarding the propriety of a particular type of expense should be resolved by the City Council or City Manager before the expense is incurred.
- B. All expenditures must be reasonable, actual, authorized, and necessary for the substantial benefit to the City of Duarte. Such benefits include:
 - i. The opportunity to discuss the community's and the City's concerns with government officials, such as councilmembers, state senators, assemblymembers, and county supervisors;
 - ii. Participating in regional, state, and national organizations whose activities affect the City of Duarte, such as the League of California Cities and California Contract Cities Association;
 - iii. Attending educational seminars designed to improve individuals' skill and information levels, such as trainings for compliance with state mandates and symposiums discussing topics relevant to City business; and
 - iv. Promoting public service and public participation at events held by the City, events co-sponsored by the City, or events in which the City is a sponsor, collaborator, or partner, as approved by the City Council or City Manager. For example, this may include events with California School of the Arts, Rotary Club of Duarte, Duarte Kiwanis Club, City of Hope, Boys & Girls Club, and Foothill Unity Center.
- C. City funds, equipment, supplies (including letterhead), and staff time must only be used for authorized City business. Expenses incurred in connection with the following types of activities generally constitute authorized expenses, as long as the other requirements of this policy are met:
 - i. Communicating with representatives of regional, state, and national government on City-adopted policy positions;
 - ii. Attending educational seminars designed to improve individuals' skill and information levels as related to their duties in the capacity as a City Councilmember;
 - iii. Participating in regional, state, and national organizations whose activities affect the City's interests and which has been prior determined by the City Council or enumerated

in Government Code Section 53232.2 or other related statute; and

- iv. Attending City and community events held within the City.

Failure to adhere to these guidelines is grounds for a violation as described in SECTION 11 POLICY VIOLATIONS.

D. All other expenditures require prior approval by the City Council., including:

- i. International travel; and
- ii. Expenses, which exceed the annual limits, established for each Councilmember.

E. Examples of personal expenses that the City will **NOT** reimburse include, but are not limited to:

- i. The personal portion of any trip;
- ii. Political or charitable contributions or events, including fundraising galas and nonprofit auctions or dinners in which the City is not a sponsor, collaborator, or approved partner;
- iii. Family expenses, including a partner's expenses when accompanying the Councilmember on agency-related business, as well as children- or pet-related expenses;
- iv. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events;
- v. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline;
- vi. Alcoholic beverages; and
- vii. Personal losses incurred while on City business.

SECTION 3. ADVANCES

- A. Individuals attending meetings or traveling on official City business , such as for approved regional board meetings and conferences, may request the advance of funds for conference registration, meals, lodging, travel expenses, and other reimbursable expenses.
- B. Requests for advances must be received in writing by the City Manager a minimum of twenty-one (21) calendar days prior to the date needed. The City Manager may waive the time constraint if deemed necessary. The request for the advance should be submitted in writing on an Advance Expense Request form and include the following information:
 - i. The purpose of the expenditure(s);

- ii. The benefits of such expenditure to the residents of City;
 - iii. The anticipated amount of the expenditure(s) (for example, hotel rates, meal costs, and transportation expenses); and
 - iv. The dates of the expenditure(s).
- C. An expense report and receipts documenting how the advance was used in compliance with this Policy, along with any unused advance, must be returned to the City within thirty (30) days of the individual's return pursuant to SECTION 10 FILING EXPENSE REPORTS. Inability to provide such documentation within 30 days of an expense being incurred or return from travel will result in the expense being borne by the individual.

SECTION 4. REVIEW AND APPROVAL AUTHORITY

- A. The City Manager or his/her designee is responsible for the specific review and approval of all advances and expense reimbursement requests to assure adherence to this Policy, unless a request is required to be submitted to the City Council for approval. All expense reimbursement forms must first be submitted to the City Manager or his/her designee for review and approval. At the City Manager's discretion, the City Manager may submit any Councilmember request for City Council discussion and approval.

SECTION 5. MEALS AND BUSINESS MEETINGS

- A. Reimbursable meals or business meeting expenses must be incurred under conditions conducive to, and during, substantially City-related discussion. For example, meals with potential City partners in matters/events/issues consistent with City Council direction may be reimbursable. Whenever meals are hosted for an event or conference, or otherwise made available, no other individual meal expenses are reimbursable.
- B. Meals merely incidental to activities occurring in or about the City of Duarte are not reimbursable.
- C. Meal reimbursement shall be based on the actual charge established for each meal by the particular meeting or conference. If no set amount is established, reimbursement shall be made for reasonable expenses, and itemized receipts are required. The maximum allowable meal and beverage reimbursement is \$12.00 per person for breakfast, \$18.00 per person for lunch, and \$35.00 per person for dinner (\$65 daily total). The City will not pay for alcohol expenses.

SECTION 6. TRAVEL

The City will reimburse individuals for all reasonable, actual, and necessary expenses while traveling on approved City business pursuant to the specific criteria below. In general, the most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements must be used, using the most direct and time-efficient route.

- A. Airfare. Airfares should be via the most economical means as possible in accordance with this policy. A screenshot of the flight choices such as www.google.com/flights or a comparable search engine shall be submitted with reimbursement documentation from the time the flight

purchase was made, to indicate that it was indeed the most economical option.

- B. Automobile. When two or more persons attend the same function and utilize their personal automobile(s), they are expected, whenever practicable, to pool transportation. Automobile mileage is reimbursed at Internal Revenue Service rates presently in effect (*see* www.irs.gov) or allowable airfare, whichever is less. These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable with receipts. Please note that mileage reimbursement does not apply to car rentals. See section C . for car rental reimbursements.
- C. Car Rental. Rental rates that are equal or less than those available through the City's Enterprise Rental Car Discount Program shall be considered the most economical and reasonable for purposes of reimbursement under this policy. City's Enterprise Rental Car Discount Program mileage reimbursement rates will not be paid for rental vehicles; only the cost of car rental and any receipted fuel expenses.
- D. Taxis/Shuttles. Taxis or shuttles fares may be reimbursed, including a 15 percent gratuity per fare, when the cost of such fares is equal or less than the cost of car rentals, gasoline and parking combined, or when such transportation is necessary for time-efficiency.
- E. Lodging. The reasonable cost of accommodations incurred on an approved trip is reimbursable. If the event is fifty (50) miles or less from the City, no overnight accommodations will be allowed without prior City Council approval.
 - i. Conferences/Meetings. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. If the group rate is not available, see next section.
 - ii. Other Lodging. Travelers must request government rates, when available. Lodging rates that are equal or less to government rates are presumed to be reasonable and hence reimbursable for purposes of this policy. In the event that government rates are not available at a given time or in a given area, lodging rates that do not exceed \$250 per night are presumed reasonable and hence reimbursable.
- F. Internet. Individuals will be reimbursed for Internet access connection and/or usage fees away from home, not to exceed \$15.00 per day, if internet access is necessary for City-related business.
- G. Other. Baggage handling fees up to the industry standard cost per bag and gratuities of up to 15 percent will be reimbursed. Expenses, which qualify to receive reimbursement from another agency, are not reimbursable.
- H. All Expenses must be itemized, explained fully, and supported with receipts for amounts in excess of twenty dollars (\$20.00). Amounts of less than twenty dollars can be submitted without a receipt, but with a written explanation.

SECTION 7. OPTIONAL VEHICLE ALLOWANCE EXPENSES

City Councilmembers may be reimbursed their actual mileage travelled for travel conducted in their own private vehicles on City-related business and events, at then-applicable IRS forced rates, or if the travel is to a destination for which there is airline travel that costs less than the actual mileage reimbursement. Such mileage reimbursement may be claimed by submitting a reimbursement request indicating the date, miles travelled, and the event or business conducted.

Alternatively, in lieu of tracking actual mileage traveled, and as permitted by Government Code section 1223, each City Councilmember may elect to be provided a monthly vehicle allowance of \$75.00. This amount is provided as a partial offset of expenses City Councilmembers incur in having a private vehicle available for use to travel to and from City events and City-related activities. A Councilmember who elects to receive a monthly vehicle allowance shall not be eligible for any mileage reimbursements for attending events and/or meetings.

A City Councilmember electing to receive the car allowance may do so in writing on or within sixty (60) days of the beginning of the fiscal year in which the vehicle is being used, and such election shall continue for the entire fiscal year in which the election is made, and no withdrawal or rescission of such election shall be effective until the beginning of the next fiscal year.

SECTION 8. MEMBERSHIPS

Dues and related expenses for individual memberships in organizations are reimbursable only when such memberships provide a specific benefit to the City and have received prior approval of the City Council.

SECTION 9. OTHER EXPENSES

All other expenses must be itemized and explained as to the cost/benefit relationship to the specific events, functions, or meetings. Reimbursement of overnight travel expenses for spouses/guests is not authorized under any circumstances. Please note that using City funds, cash advances or other lines of credit for expenses not qualified under this policy is strictly prohibited, even when those funds are reimbursed. For example, City funds are NOT to be used for the advance payment of airline tickets for a spouse even when later reimbursed to the City.

SECTION 10. FILING EXPENSE REPORTS

A. All cash advance expenditures and expense reimbursement requests must be submitted on an expense report form provided by the City. A copy of the Expense Report Form is attached as Exhibit A to this Policy. This form shall include the following advisory:

“All expenses reported on this form must comply with the City’s policies relating to expenses and use of public resources. The information submitted on this form is a public record. Penalties for misusing public resources and violating the City’s policies include loss of reimbursement privileges, restitution, civil and criminal penalties as well as additional income tax liability.”

B. City Expense Report Forms, required to support any requests for cash advance expenditures or expense reimbursements, shall be submitted by the individuals within 30 days of an expense

being incurred or return from travel (whichever is later), accompanied by receipts documenting each expense. Forms submitted by the Tuesday two weeks prior to a City Council meeting will be reviewed and considered for approval by City Council. Only those expenses approved by City Council action at a City Council meeting shall be included in the next warrant register for payment.

- C. All supporting receipts must be documented to identify the amount, place, purpose, participants, and benefit to the City and must be attached to the Expense Report Form. Absent a receipt, a complete explanation must be attached to the Expense Report Form of such undocumented expenses. Inability to provide such documentation or to submit a Expense Report within 30 days of an expense being incurred or return from travel will result in the expense being borne by the individual.
- D. A complete reconciliation of any prepaid and advanced funds must be provided, together with a repayment to the City of any unused advance funds. Before a cash advance is allowed, any previous cash advance must be accounted for, either with cash or receipts totaling said cash advance.

11. POLICY VIOLATIONS

Violations of this policy including falsifying expense reports may result in any of the following: (1) loss of reimbursement privileges; (2) demand for restitution; (3) any other applicable state or federal penalties, including, but not limited to, criminal prosecution.

The City Council shall consider (1) or (2) above only at a public noticed Council meeting at which a hearing shall be held to determine whether or not a Councilmember has violated the policy and what the appropriate penalty shall be. The determination as to whether or not to hold such a hearing may be made only after a vote of a majority of the Councilmembers present at any meeting during which the matter is considered. The hearing shall not be a full adversarial evidentiary hearing, and there shall be no direct or cross examination of witnesses except by the Council. The Councilmember who is accused of violating the policy shall be entitled to present any evidence to the Council as to the validity and propriety of expenditures for which reimbursement was sought. The Councilmember accused of violating the policy shall not participate in either the decision to hold the hearing or the decision on the hearing.

12. REPORTS TO GOVERNING BODY

At the City Council meeting immediately following, each official shall briefly report (either in writing or orally) on meetings and/or conferences attended at City expense. If multiple officials attended, a joint report may be made.

EXHIBIT A
Expense Report Form

NAME: _____

Receipts and supporting documentation must be attached if an expense item over \$20 is to qualify for reimbursement. All expenses reported on this form must comply with the City's policies relating to expenses and use of public resources. The information submitted on this form is a public record. Penalties for misusing public resources and violating the City's policies include loss of reimbursement privileges, restitution, civil and criminal penalties as well as additional tax liability. See Cal. Gov't Code 53232.3

REVIEWED	City Manager/Designee	Date
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APPROVED _____ City Manager/City Council _____ Date _____