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

CITY COUNCIL CHAMBERS
1600 HUNTINGTON DRIVE, DUARTE, CA 91010

Tuesday, November 26, 2024
7:00 PM

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

VINH TRUONG, MAYOR
CESAR A. GARCIA, MAYOR PRO TEM
MARGARET FINLAY, COUNCILMEMBER
SAMUEL KANG, COUNCILMEMBER
TONEY LEWIS, COUNCILMEMBER
JODY SCHULZ, COUNCILMEMBER
TERA MARTIN DEL CAMPO, COUNCILMEMBER

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

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

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

Authority/Financing Authority meeting will be made available for public inspection at City Hall, 1600 Huntington Drive, Duarte, CA 91010, during normal business hours, except such documents that relate to closed session items or which are otherwise exempt from disclosure under applicable law.

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

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

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

Written: Submit written comment by emailing duarteinfo@accessduarte.com, prior to 4:00 p.m. on the day of the meeting. Comments will be distributed to the City Council and made available for public review.
PLEASE NOTE: The subject line of your public comment email must contain the Agenda item number or title. Public comments, including personal contact information, are considered public record. Please do not provide any personal information (i.e. phone numbers, addresses, etc.) that you do not want to be published.

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

1. CALL TO ORDER AND ROLL CALL

    A. City Manager Written Comments

2. ADOPTION OF THE AGENDA

3. PLEDGE TO THE FLAG

4. SPECIAL ITEMS

    A. Mayor's Youth Council Update

B. Public Safety Department Update

5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

6. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

7. CONSENT CALENDAR

A. Motion to read all Resolutions and Ordinances presented for consideration by Title only and waive further reading (CC/HA/FA)

B. Approve absence(s) of City Councilmember(s) from the City Council meeting

C. Approval of Minutes - November 12, 2024 Regular Meeting (CC/HA/FA)

Recommended Action: Approve the minutes of November 12, 2024.

D. Approval of Warrants - November 26, 2024 (CC/HA/FA)

Recommended Action: Approve the warrants of November 26, 2024.

E. Monthly Financial Report

Recommended Action: Receive and File the Monthly Financial Report for the month of September.

F. Public Safety Department Update

Recommended Action: Receive and file the Public Safety Department Update for the month of November.

G. Approval of City Council Expenses

Recommended Action: Approve the City Council expenses.

H. Award of Contract for Professional Design Services for the Completion of the Plans, Specifications and Cost Estimate for the FY 24-25 Street Rehabilitation Project

Recommended Action: Authorize the City Manager to sign a Professional Services Agreement with Elie Farah Inc. for the FY 24-25 Street Rehabilitation Project Design in the amount of $33,800.00.

I. Notice of Completion: Fiscal Year 2023-24 Citywide Asphalt Repair Project No. 24-13 for Gentry General Engineering

Recommended Action: Accept the project as complete in the amount of $108,046.

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

9. PUBLIC HEARINGS

10. BUSINESS ITEMS

A. Authorizing the Change in Service Order with Southern California Edison for 1850 Highland Avenue – City Yard

Recommended Action: Authorize the City Manager to execute the purchase with Southern California Edison for the service change at 1850 Highland Avenue (City Yard), in the amount of $67,232, as part of the City Yard Electrical Upgrades Project.

B. Ordinance No. 928 amending the Duarte Municipal Code to comply with State law regarding tobacco, improve City enforcement of tobacco-related Municipal Code violations, and to enhance public safety, health and welfare

Recommended Action: Introduce for first reading Ordinance No. 928 amending the Duarte Municipal Code to comply with changes in State law, and improve regulation and enforcement regarding tobacco sales, consumption in public, and flavored tobacco

11. CONTINUATION OF ORAL COMMUNICATIONS

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

13. ADJOURNMENT

AFFIDAVIT OF POSTING

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

Dated this 20th day of November, 2024.

Annette Juarez, MMC
City Clerk

MEMORANDUM

TO: City Council
FROM: Brian Villalobos, City Manager
DATE: November 19, 2024
SUBJECT: Comments on Agenda Items, Meeting of November 26, 2024

ITEM 4.A. (Special Items). Mayor's Youth Council Update - The Mayor's Youth Council will provide an update for the council.

ITEM 4.B. (Special Items). Public Safety Department Update - Public Safety Director Larry Breceda will provide an update for the council.

ITEM 7.E. (Consent Calendar). The Finance Department has submitted the monthly report for September 2024 for review.

ITEM 7.F. (Consent Calendar). The Public Safety Department has submitted the monthly report for November 2024 for review.

ITEM 7.G. (Consent Calendar). Award of Contract for Professional Design Services for the Completion of the Plans, Specifications and Cost Estimate for the FY 24-25 Street Rehabilitation Project - The Public Works Division updates the Pavement Management Program every three years. This year, the citywide pavement study was conducted by Bucknam Infrastructure Group to provide the City with a pavement management study. The pavement management study reviewed each street in the City and provides a pavement condition index (PCI) for each segment of roadway to assist City staff in determining an optimized priority maintenance and rehabilitation strategy based on a cost/benefit analysis. The scope of the services for this project includes professional design services for the preparation of plans, specifications and cost estimates (PS&E) of the FY 24-25 Street Rehabilitation Project. This work requires records research, field review, coordination with utility agencies to identify existing infrastructure and advance notice of the proposed work to avoid cutting into newly paved streets during the moratorium period for planned repairs. Elie Farah Inc. (EFI) submitted a proposal to provide the above mentioned services in the amount of $33,800. EFI has provided professional design engineering services for the City for a number of projects in the past, including previous Street Rehabilitation Projects. EFI has extensive knowledge of the City's needs for a project like this and is well qualified to complete the project. This project was included in the adopted FY 2024-25 budget and will be funded by Measure M.

ITEM 7.H. (Consent Calendar). Notice of Completion: Fiscal Year 2023-24 Citywide Asphalt Repair Project No. 24-13 for Gentry General Engineering - This project was planned to be completed in the 2023-24 fiscal year. The project timing was revised because when the City originally put the project out to bid adequate bids were not received. The project was rebid. On August 13, 2024, City Council awarded the contract for Fiscal Year 2023-24 Citywide Asphalt Repair Project to Gentry General Engineering and approved a 2024-25 budget amendment for $108,885. The scope of the work included the removal and reconstruction of localized pavement failure, adjusting manholes, installing pavement markings and striping as necessary. The Fiscal Year 2023-24 Citywide Asphalt Repair Project was included in the 2023-24 Capital Improvement Program Budget and was funded by Gas tax allocations. Given that the project was delayed, the City Council approved a 2024-25 budget amendment and the contract with a 5% contingency for $108,885 and the final project cost was $108,046.

ITEM 7.I. (Consent Calendar). Approval of City Council Expenses - Purchase of tickets for the Duarte Kiwanis Installation Dinner.

ITEM 10.A. (Business Items). Authorizing the Change in Service Order with Southern California Edison for 1850 Highland Avenue (City Yard) - On June 11, 2024, the City Council adopted the City's Fiscal Year 2024/25 Budget and Capital Improvement Program (C.I.P.), which included the City Yard Electrical Upgrades Project. As part of efforts to meet growing demand and prepare for future infrastructure upgrades at this location, the City engaged an electrical engineer and secured approval for electrical upgrade plans at the site. Before construction can begin, however, these plans require Southern California Edison (SCE) to perform certain preliminary work. Specifically, SCE will need to replace the service riser on pole 1512857E and temporarily de-energize the rail pedestal to facilitate the installation of the new electrical service. This work is a critical first step in ensuring the success of the City Yard Electrical Upgrades Project. It will establish the necessary infrastructure to accommodate the increased power demand and support future growth, all while minimizing disruption to ongoing City operations. The cost for SCE to perform the service change is $67,232. Funds are available and budgeted for in FY 2024/25, under Other Capital Improvements (100-1610-8100).

ITEM 10.B. (Business Items). Ordinance No. 928 - Amendment to the Duarte Municipal Code to comply with State law regarding tobacco, improve City enforcement of tobacco related Municipal Code violations, and to enhance public safety, health and welfare - The proposed ordinance amends DMC Chapters 5.09 (Tobacco Retailer's License) and 6.20 (Smoking Regulated or Prohibited) to address changes in State law. Specifically, the ordinance amends the definitions in Chapter 5.09 to comply with State law's definitions. Additionally, to reflect changes to State and federal law, the ordinance increases the minimum age for persons engaging in tobacco retailing from 18 to 21 years old. Chapter 5.09 is also modified to provide additional requirements to obtain or renew a tobacco retailer's license, including a finding by the City that the tobacco retailer has not violated tobacco-related laws or had their State license suspended or permitted, and allows the City to withhold a permit upon certain findings. The ordinance also authorizes the City to withhold a tobacco retailer's license renewal if these conditions exist, and enhances the process for revocation of a license in the event a tobacco retailer violates the license terms or the law. Chapter 6.20 is amended to update various definitions to reflect changes in State law and changes in the tobacco industry. It prohibits selling, smoking, manufacturing or distributing tobacco products – including flavored tobacco products and vapes – on public property, within public buildings, in City parks, within 25 feet of those places, and in any other places where such activity is prohibited by State or federal law. The ordinance also amends Chapter 6.20 to prohibit automated tobacco vending machines in any place open to persons under 21 years of age, who legally may not consume or access tobacco products. Chapter 6.20 would apply all these standards to electronic or vaping tobacco devices as well. In addition, flavored tobacco products of any kind would be prohibited to be sold or possessed with the intent to sell anywhere within the City. There is no anticipated fiscal impact resulting from these changes.

CITY OF DUARTE

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

Tuesday, November 12, 2024
7:00 PM — Regular Session

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

1. CALL TO ORDER AND ROLL CALL

Mayor Truong called the open session to order at 7:06 p.m.

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

2. PLEDGE TO THE FLAG

The flag salute was led by Martin Calderon.

3. ADOPTION OF THE AGENDA

Moved by Councilmember Finlay seconded by Councilmember Kang and carried by the following vote of the City Council to adopt the agenda.

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

4. SPECIAL ITEMS

A. Recognition - Roberto Martinez, Family Barbers

Mayor Truong presented a certificate of recognition to Roberto Martinez in honor of his retirement.

The City Council expressed appreciation for Mr. Martinez' twenty eight years of service to the community and wished him the best of luck in his future endeavors.

B. 2024 SGVCOG Update

Mackenzie Bolger, Principal Management Analyst for the SGVCOG gave an overview of the leadership of the organization, shared the status on a few programs such as sustainability, transportation, homelessness and housing programs, and vulnerable populations. She also detailed the FY 2023-24 accomplishments, highlighted Duarte focused projects and shared what the organization is looking forward to in FY 2024-25.

C. Recognition of Art Ad Hoc Committee

Planning Manager Jason Golding and Management Analyst Albert Nuñez presented certificates of recognition to the members of the Freeway Walls and Utility Boxes Arts Ad Hoc Committee Members for their instrumental work in creating the Utility Box Art Program from scratch and developing the City's first Call for Artists.

The City Council thanked the members for taking on the project.

D. Community Development Department Update

Director of Community Development Hensley gave an update on the Nissan dealership and its new ownership; shared the status of several development projects; gave a timeline for the Royal Oaks Annexation; and provided a progress report on several Public Works projects such as the annual pavement repair project, the annual striping project, and the annual concrete repair.

Discussion ensued regarding Christmas decorations on Duarte Road.

The City Council commended Director Hensley for his work and thanked him for his diligent efforts in doing what is best for the city.

Further conversation was had regarding possible options to reduce traffic congestion on Las Lomas.

E. Parks and Recreation Department Update

Director of Parks and Recreation Enriquez shared upcoming community events for the holiday season and introduced the newest member of his team Alexis Corral, Recreation Supervisor.

5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

Joanna Gee, Duarte Library, announced upcoming library events.

Assistant to the City Manager Rangel announced upcoming city events.

6. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

John Fasana congratulated the candidates who ran this past election and thanked Councilmember Schulz for her years of service. He also shared his opinion on the composition of the LA Metro board and encouraged the Council to start a discussion about ensuring equity and representation on the board.

Neil Furukawa discussed the RCR in Duarte Mesa Tract 1959 and dog license fees in LA County.

7. CONSENT CALENDAR

A. Motion to read all Resolutions and Ordinances presented for consideration by Title only and waive further reading (CC/HA/FA)

B. Approve absence(s) of City Councilmember(s) from the City Council meeting

C. Approval of Minutes - October 22, 2024 Regular Meeting (CC/HA/FA)

D. Approval of Warrants - November 12, 2024 (CC/HA/FA)

E. The Community Development Department Update was received and filed.

F. The Parks and Recreation Department Update was received and filed.

G. Approval of City Council travel to upcoming conferences

H. Removed from Consent Calendar for discussion.

I. Second reading and adoption of Ordinance 926 regarding Business License Fees

J. Second reading and adoption of Ordinance 927 regarding Afforable Housing Overlay

K. Removed from Consent Calendar for discussion.

Moved by Councilmember Finlay seconded by Mayor Pro Tem Garcia and carried by the following vote of the City Council to approve item 7.A-7.G and 7I.-7.J of the Consent Calendar.

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

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

H. Contract with Springbrook Realty Advisors to develop an affordable housing analysis and regulatory agreement for the Crestfield Townhomes development
Item pulled for discussion.

Discussion ensued regarding the project and the percentage of affordable housing allocation.

Clarification was also provided indicating that the project is between the developer and the Duarte Unified School District.

Further conversation was had regarding the history of the project location.

Suggestions were made by the City Council that the analysis consider a higher percentage of affordable housing at the site.

Moved by Mayor Pro Tem Garcia seconded by Councilmember Finlay and carried by the following vote of the City Council to authorize the City Manager to sign a professional services agreement with Springbrook Realty Advisors to develop an affordable housing analysis and regulatory agreement for the Crestfield Townhomes development.

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

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

A status update was provided by Public Works Manager Stephanie Sandoval on the bidding process and project as a whole.

The City Council expressed excitement over the project; thanked staff for their work beautifying the city; and shared appreciation for fellow colleagues.

Moved by Councilmember Kang seconded by Councilmember Finlay and carried by the following vote of the City Council to approve the award of contract for the Huntington Drive Median Islands Landscape Improvements Project to FS Contractors Inc. in the amount of $2,2020,130.00 with an approved 15% contingency totaling $2,532,449.50.

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

9. PUBLIC HEARINGS

None.

10. BUSINESS ITEMS

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

Director Enriquez provided an overview of the staff report; gave project background information; and shared key components of the concept design.

The City Council thanked department staff for their work providing a space for the young people in the community.

Moved by Councilmember Schulz seconded by Councilmember Martin Del Campo and carried by the following vote of the City Council to Authorize the City Manager to execute a Professional services Agreement with MIG in the amount of $53,022, plus a ten-percent contingency, for design services of the Teen Center Outdoor Boxing Patio.

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

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

Management Analyst Nuñez gave an overview of the 2024 Call for Artists and shared the recommended design for each utility box location. The City Council selected and approved the following recommendations for the utility box art: Box #1 - Option #1; Box #2 - Option #1; Box #3 - Option #2; Box #4 - Option #1.

Planning Manager Golding gave a presentation on community identifiers and transportation art; provided examples and explained the limitations of each; and shared the committee recommendations.

Discussion ensued regarding possible options for freeway wall art in the future.

Moved by Councilmember Schulz seconded by Councilmember Finlay and carried by the following vote of the City Council to 1) Select and approve the following recommendations for the utility box art: Box #1 - Option #1; Box #2 - Option #1; Box #3 - Option #2; Box #4 - Option #1; 2) Approve the Arts Ad Hoc Committee's recommendation to prioritize a community identifier for future public art on Mountain Avenue, with a budget not to exceed $60,000.

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

City Manager Villalobos commended Planning Manager Golding and Management Analyst Nuñez for leading the Arts Ad Hoc Committee and thanked them for setting up the program for the future.

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

Assistant to the City Manager Rangel presented the staff report and introduced John Wearey CEO of Stratiscope who detailed Stratiscope's Duarte Chamber of Commerce and Small Business Support Report. Mr. Wearey shared the purpose of assessing the businesses' needs within the community; detailed the background and approach to increase support; and provided recommendations for the future of the Chamber of Commerce.

Discussion ensued regarding strategic planning, the role of the Chamber of Commerce and expectations set by the city. Further conversation was had regarding the installment for services and rent payments that are being made on a yearly basis.

After reviewing the recommendations proposed in Stratiscope's Duarte Chamber of Commerce and Small Business Support Report, the City Council concurred they needed additional information such as a checklist on how exactly the Chamber will support small businesses. Direction was given to staff to come back with a checklist, an agreement, and additional options on how to move forward.

Moved by Councilmember Finlay seconded by Councilmember Kang and carried by the following vote of the City Council to receive and file the staff report.

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

11. CONTINUATION OF ORAL COMMUNICATIONS

None.

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

Councilmember Finlay shared a few public safety concerns, reported recent community events she attended, gave an update on mosquito activity in the area, and shared a resident's comment that thanked the city for cleaning up debris in the area.

Councilmember Lewis shared recent community events he attended and thanked the artists that participated in the 2024 Call for Artists.

Councilmember Kang shared appreciation for Sergeant Fiedler and his proactive work; and also discussed ways to improve public safety within the city..

Mayor Pro Tem Garcia also thanked Sergeant Fiedler; shared recent community events he attended; and thanked Max's restaurant for being supportive of Duarte.

Mayor Truong echoed the sentiments of Mayor Pro Tem Garcia and also thanked Max's for their hospitality.

Councilmember Finlay shared information for city staff to look into the possibility of serving as a host for countries competing in the Olympics.

13. ADJOURNMENT

At 9:46 p.m., the City Council adjourned the meeting.

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Vinh Truong, Mayor

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Annette Juarez, City Clerk

Council Warrant Register By Account

City of Duarte

By Fund

Payment Dates 11/14/2024 - 11/27/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-2122	CAT TRACKING INC	Business License Refund (BL0140508)	220374		4.00
100-4004	CAT TRACKING INC	Business License Refund (BL 0140508)	220374		412.00
100-1020-7716	DAVID WALLACH	Holiday in the Park Santa 12/8/2024	220422		200.00
100-1020-7716	DAVID WALLACH	Tree Lighting Event Santa 12/3/2024	220423		150.00
100-1610-7652	IMS REFRIGERATION INC	SC Ice Machine Service	5186		437.24
100-1610-7652	IMS REFRIGERATION INC	CC Ice Machine Service	5186		437.24
100-1605-7733	BEN RUSHING	Senior Ctr Entertainment DJ	220409		150.00
100-1605-7733	SUNSET CREATIVE PRODUCTI…	SC Holiday Entertainment 12/9/2024	220418		375.00
100-1605-7733	THEODORE SIEGEL	SC Screening/Presentation 'White Christmas'	220412		150.00
100-1405-7965	ARMSTRONG & WALKER LAN…	Hunt Dr Median Landscape Design 7/1/24 - 9/30/24	5172	202416-Prof Svcs-Huntington …	5,975.00
100-1205-7650	HUNTINGTON TIRE & AUTO C…	Unit 25 Tire Replacement	5185		261.87
100-1205-7980	NATIONAL NEIGHBORHOOD …	Nieghborhood Watch Signs	220401		6,168.24
100-1205-8030	ANTHONY HADLOC	FAA UAS License Exam Fee Reimbursement	5183	202513/100-1205-8030-Other…	175.00
100-1205-7636	UNIFORM HEADQUARTERS	CSO Houson Uniforms	5213		305.04
100-1020-7716	ARCTIC GLACIER U.S.A. INC	Snow Nite Event Snow	220366		8,760.00
100-1205-7780	CALIFORNIA ANIMAL WELFARE…	Emily Lepone Penal Code-Case Studies Workshop	220370		25.00
100-1205-7636	EMILY LEPONE	Uniform Boots Expense Reimbursement	220396		132.30
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 10/17/2024	5209		160.00
100-1810-7980	RALPHS GROCERY COMPANY	Dept Pumpkin Contest Supplies	220406		43.98
100-1825-7687	BRANDON EDWARDS	Recycling Worker	220383		103.62
100-1825-7687	ABBY MONTANEZ	Recycling Worker	220398		103.62
100-1825-7687	DAVID SOTO	Recycling Worker	220414		103.62
100-1825-7687	DANIELLA MORALES	Recycling Worker	220400		103.62
100-1825-7747	GLOBAL INDUSTRIAL SUPPLY I…	Hydration Station	220388	202503/1825-774Bev Recycle …	1,476.60
100-1825-7747	GLOBAL INDUSTRIAL SUPPLY I…	Hydration Station	220388	202402/Exp-Bev Recycle FY22…	5,644.00
100-1605-7650	WARDS SERVICE	Unit 31 Service/Repair	5216		92.50
100-1605-7733	DUARTE PETTY CASH/BINGO …	SC Bingo Prize Money	220380		165.00
100-1405-7969	RKA CONSULTING GROUP	(3) Engineering Plan Checks 9/2024	5203		640.00
100-1405-7969	RKA CONSULTING GROUP	Contract Engineer 9/2024	5203		3,485.00
100-1405-7965	RKA CONSULTING GROUP	ATP Cycle 4 Ped/Bike Access Improvements 9/2024	5203	202118-ATP Cycle 4-Professio…	280.00
100-1405-7965	RKA CONSULTING GROUP	Watson Trail Rehab Grant Support 9/2024	5203	202412-Prof Svc-FY24 Bike Tra…	1,495.00
100-1825-7631	CANON SOLUTIONS AMERICA …	CMD Permit Tech Print Maint 9/27/24-10/26/24	220371		57.34
100-1610-7652	JOSEPH A MARTINEZ	ROP/Museum Floor Repairs	5194		1,780.00
100-2121	MOORE IACOFANO GOLTSMA…	Westminster Garden Specific/EIR Plan 9/2024	220399	202417-dep-Westminister Ga…	24,736.01
100-1805-7980	JAG ENDEAVORS LLC	Admin Srvcs Payroll Tech Jacket Stitching	220392		41.68
100-1605-7735	STEPHANIE GEORGE	TC Wild Stylez Event Judge	220387		200.00
100-1605-7733	SMART & FINAL	SC Staff Farewell Supplies	5205		115.48
100-1205-7650	WALLACE SIGN COMPANY	Vehicle 17 Decal	5215		57.40

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1410-7650	WALLACE SIGN COMPANY	Vehicle 3 Decal	5215		57.39
100-1605-7650	WALLACE SIGN COMPANY	Vehicle 29 Decal	5215		57.40
100-1205-7781	LOS ANGELES COUNTY SHERIF…	Tobacco Operation 9/20/2024	5192	202419-Contract Law Enforc…	1,318.41
100-1205-7781	LOS ANGELES COUNTY SHERIF…	Walk for Hope Sheriff Srvcs 9/8/2024	5192		10,577.94
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	5175		14.22
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	5175		45.52
100-1825-7980	PAPER RECYCLING & SHREDDI…	Document Shredding 10/29/2024	220403		180.00
100-1205-7614	STAPLES	Office Supplies	5207		74.39
100-1610-7618	GRAINGER	ROP Bldg Light Fixtures	5182		1,560.88
100-2012	RONI LAO	Permit Withdrawn (Pmt#2023-091)	220395		6.00
100-2013	RONI LAO	Permit Withdrawn (Pmt#2023-091)	220395		18.90
100-2126	RONI LAO	Permit Withdrawn (Pmt#2023-091)	220395		2,900.00
100-4201	RONI LAO	Permit Withdrawn (Pmt#2023-091)	220395		4,553.50
100-1020-7716	LINDA R SUSANA BEATTIE	Tree Lighting Event 12/3/024 Gingerbread Kits	220367		575.00
100-1205-7782	ALL CITY MANAGEMENT SERV…	Crossing Guard Srvcs 10/13/24 - 10/26/24	5171		6,756.51
100-1020-7724	MARIPOSA LANDSCAPES INC	PO Pkg Lot Landscape Maintenance 10/2024	5193		312.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Greenbank Ave Brush Clearance 10/2024	5193		76.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Duarte Wilderness Park Brush Clearance 10/2024	5193		2,080.00
100-1415-7916	MARIPOSA LANDSCAPES INC	Sports Parks (2) Landscape Maintenance 10/2024	5193		3,426.72
100-1805-7654	MOSS, LEVY & HARTZHEIM LLP	FY24 Year End Audit	5197		15,000.00
100-1020-7710	STRATISCOPE INC	Small Business Economic Developement Planning	5208		5,000.00
100-1605-7733	RUBEN VIOLA	Senior Ctr Newsletter Nov/Dec 2024	220420		818.61
100-1610-7652	WESTERN EXTERMINATOR C…	Facility Pest/Rodent/Mosquito Control 10/2024	5218		815.59
100-2125	REGIONAL TAP SERVICE CENT…	TAP Card Reload 10/2024	220407		254.00
100-1010-7670	SOUTHERN CALIFORNIA NEWS…	Legal Advertising 10/2024	5206		1,469.65
100-1405-7800	CHARLES ABBOTT ASSOCIATES…	Building & Safety Services 10/2024	5174		23,780.60
100-1205-7650	FAST 5 HOLDING COMPANY L…	Citywide Vehicle Cleaning 10/2024	220384		112.00
100-1205-7781	FAST 5 HOLDING COMPANY L…	Citywide Vehicle Cleaning 10/2024	220384		84.00
100-1405-7650	FAST 5 HOLDING COMPANY L…	Citywide Vehicle Cleaning 10/2024	220384		21.00
100-1410-7650	FAST 5 HOLDING COMPANY L…	Citywide Vehicle Cleaning 10/2024	220384		14.00
100-1205-7980	SHAFFER AWARDS	Ray Abernathy Name Plate	220410		28.61
100-1825-7687	R3 CONSULTING GROUP	SB1383 Implementation Consulting 10/2024	5201		2,032.50
100-1815-7830	CLOUD CONNECT SOLUTIONS …	Phone-SD Wan w/VELO/SIP & E911 Bundle 12/2024	5176		1,668.87
100-1605-7730	SIMON EQUIPMENT RENTALS	Halloween Howl Light Tower Rental 10/31/2024	220413		729.31
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 12/2024	5210		608.30
100-1815-7821	THE TECHNOLOGY DEPOT INC	Ruckus Cloud Mgmt 12/2024	5210		399.20
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 12/2024	5210		464.20
100-1825-7747	ALBERTOS PLUMBING	Beardslee Park Water Refill Station Installation	5170	202503/1825-774Bev Recycle …	2,050.00
100-1205-7655	THOMSON REUTERS-WEST P…	EOC Software 10/2024	5211		226.39

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7730	SMART & FINAL	Dia De Los Muertos Supplies	5205		40.85
100-1610-7652	INX BUILDING MAINTENANCE	Teen Ctr Janitorial Services 11/2024	5187		1,959.21
100-1610-7652	INX BUILDING MAINTENANCE	City Hall Janitorial Services 11/2024	5187		1,773.47
100-1810-7660	CMC LIVESCAN & NOTARY SE…	Livescan Services 10/2024	5177		50.00
100-1205-7783	RAYMOND ABERNATHY	A-Team Contract Services 11/2024	5169		6,700.00
100-1610-7652	SIMON EQUIPMENT RENTALS	Event Set-up Scissor Lift Rental	220413		506.48
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Alarm Monitoring 12/1/24 - 12/31/24	5200		101.13
100-1605-7730	DOLPHIN RENTS INC	Halloween Howl Stage Rental 10/31/2024	5179		1,579.18
100-1405-7975	LEE & ASSOCIATES - PASADEN…	Real Estate Advisory Services 10/2024	5191		6,495.00
100-1410-7814	SUPERIOR PROPERTY SERVICE…	Graffiti Removal 10/2024	220419		4,585.79
100-1825-7631	CANON SOLUTIONS AMERICA …	Finance Dept Printer Maint 8/4/24 - 11/3/24	220371		163.88
100-1205-7650	HUNTINGTON TIRE & AUTO C…	Unit 24 Tire Replacement	5185		252.21
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	5205		136.02
100-2012	FLASH ROOFING INC	Permit Withdrawn (Pmt#2024-020/813 Francita Ave)	220386		1.00
100-2013	FLASH ROOFING INC	Permit Withdrawn (Pmt#2024-020/813 Francita Ave)	220386		1.50
100-4201	FLASH ROOFING INC	Permit Withdrawn (Pmt#2024-020/813 Francita Ave)	220386		678.90
100-1805-7764	STATE OF CA ENERGY RESOUR…	CEC Payment 25 of 27	220416	201023-Annual Prin Pmts-EEC…	9,665.94
100-1805-7765	STATE OF CA ENERGY RESOUR…	CEC Payment 25 of 27	220416	201023-Annual Int Pmt-EECBG	443.27
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	5175		25.46
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	5175		9.54
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 10/1/24 - 10/31/24	BD25-0571		2,060.27
100-1805-7614	STAPLES	Office Supplies	5207		74.51
100-1825-7613	STAPLES	Copier Paper	5207		151.37
100-2120	LAUREN WADALAWALA	ROP Bldg Rent Deposit Refund 11/3/2024	220421		150.00
100-1805-7965	HINDERLITER, DE LLAMAS & A…	Sales Tax Audit Oct 2024 - Dec 2024	220391		1,762.88
100-1205-7779	MATTHEW GUARJARDO	DUSD Tutoring Program	220390	202418-FY23-26-Exp-Tutors,S…	750.00
100-1205-7650	WARDS SERVICE	Vehicle 29 Check Engine Light Repair	5216		462.50
100-1205-7779	AIDA TORRES	DART Event 10/28/2024 Expense Reimbursement	5212		15.53
100-1205-7779	AIDA TORRES	DART Event 10/31/2024 Expense Reimbursement	5212		36.35
100-1205-7779	AIDA TORRES	DART Event 11/2/2024 Expense Reimbursement	5212		47.10
100-1205-7779	AIDA TORRES	DART Event 11/01/2024 Expense Reimbursement	5212		87.12
100-1205-7779	AIDA TORRES	DART Member Colorguard Uniform	5212		26.49
100-1605-7736	JAVIER DJEU TENNIS	Instructor Fee-Tennis Fall 2024	5188		699.97
100-1610-7618	SMART & FINAL	City Hall/Council Supplies	5205		170.95
100-1805-7653	SECTRAN SECURITY INC	November 2024 Courier Pick-up	5204		339.63
100-1610-7652	DARRELL RAY CARROLL	ROP Bldg Restroom Lock Replacement	220373		643.00
100-1805-7614	STAPLES	Office Supplies/2025 Calanders	5207		79.67
100-1020-7716	SMART & FINAL	Veteran's Day Refreshment Table Supplies	5205		120.54
100-1605-7735	SMART & FINAL	TC Snack Bar Supplies	5205		55.45
100-2120	PACIFIC PRODUCTION SERVIC…	Film Permit Deposit Refund (FP#24-01) 8/5/2024	220402		500.00

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1020-7726	BAKERS MAN PRODUCTIONS L...	Live-Switching/Recording of CC Mtgs 10/2024	5173		600.00
100-1825-7626	FEDEX	Equipment Return	220385		342.43
100-1610-7652	INX BUILDING MAINTENANCE	Senior Ctr Rental Clean-up 11/10/24	5187		142.34
100-1405-7975	GREGORY C REUEL	Demographics Web Licensing Fee 11/2024-11/2025	220408		600.00
100-1405-7965	LDM ASSOCIATES INC	FY25 Federal Grant Administration 10/2024	5190		960.00
100-1605-7735	VALERIE KOSNEVICH	TC Wild Stylez Event Judge 11/17/2024	220394		200.00
100-1205-7779	AIDA TORRES	DART Event Expenses 10/19/24 & 10/22/24	5212		149.99
100-1205-7783	AIDA TORRES	A-Team Event Expense Reimbursement 10/29/24	5212		493.48
100-1205-7980	AIDA TORRES	Red Ribbon Week Event Expense Reimb 10/26/24	5212		29.99
100-1825-7613	GRAND PRINTING INC	Parks & Rec Forms/Business Cards	220389		481.13
100-1605-7736	ALEJANDRO FUENTES	Instructor Fee-Circus Tots Fall 10/5/24-11/9/24	5181		420.00
100-1605-7737	ABRAHAM MARTINEZ	Mission Inn Excursion Entertainment 12/5/2024	220397		125.00
100-1405-7980	THE DIRT YARD INC	2024 Storm Season Sandbags	5167		1,238.40
100-1805-7612	CSMFO	Angela Chiaromonte 2025 Membership	220378		150.00
100-1020-7716	CARLOS FELIPE PEREZ	Snow Nite DJ 12/8/2024	220404		950.00
100-1405-7614	STAPLES	Office Supplies	5207		240.55
100-1605-7736	JACQUELINE HASTY	Instructor Fee-Sticker Making Fall 2024	5184		84.00
100-1605-7736	HEULYN REGINA DUMAS-JOH...	Instructor Fee-Sewing Class Fall 2024	5180		1,456.00
100-2120	PROPEL, A CHARTER MANAG...	CC Rent Deposit Refund 5/29/2024	220405		300.00
100-2120	ANDREW BUGARIN	SC Rent Deposit Refund 11/9/2024	220369		500.00
100-1410-7650	BOURRET GLASS & UPHOLSTE...	Vehicle 10 Wndow Replacement	220368		699.68
100-1605-7614	DUARTE RECREATION PETTY ...	Tissue Paper	220382		8.80
100-1605-7730	DUARTE RECREATION PETTY ...	Veterans Day Speaker Gift Card	220382		50.00
100-1605-7730	DUARTE RECREATION PETTY ...	Halloween Howl Safety Pins/Clips	220382		6.89
100-1605-7733	DUARTE RECREATION PETTY ...	SC Halloween Lottery Tickets Prizes	220382		60.00
100-1605-7741	DUARTE RECREATION PETTY ...	Volleyball Party Supplies	220382		28.56
100-1605-7736	DANCEFIT LLC	Instructor Fee-Baby Ballet/Hip-Hop Fall S2	5178		285.60
100-1405-7614	DUARTE PETTY CASH	Postage-Notice of Termination Nextel Lease-OGP	220379		10.99
100-1805-7980	DUARTE PETTY CASH	Staff Celebration	220379		36.00
100-1805-7980	DUARTE PETTY CASH	Pumpkin/Halloween Supplies	220379		20.83
100-1810-7980	DUARTE PETTY CASH	Michelle Brown Beneift Fair Mile Reimbursement	220379		3.35
100-1830-8100	DUARTE PETTY CASH	Vehicle 26 WeighMaster DMV Certicate	220379		48.00
100-1605-7730	DUARTE RECREATION PETTY ...	Snow Nite Petty Cash	220381		300.00
100-1020-7711	SMART & FINAL	Turkey Feast Supplies	5205		200.63
100-1410-7650	WEX BANK	CNG Fuel 10/1/24 - 10/31/24	BD25-0609		25.57
100-2121	RINCON CONSULTANTS INC	Andres Duarte School EIR/PM 10/2024	5202	202424- 100-2121/1433 Crestf..	30,879.67
100-1605-7610	CPRS DISTRICT 13	CPRS Holiday Luncheon	220377		295.00
100-1010-7610	BRIAN VILLALOBOS	MMASC Conference Expense Reimbursement	5214		319.72

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1010-7610	ALBERT NUNEZ	MMASC Annual Conference Expense Reimbursement	5198		168.52
100-1410-7610	SEAN H MCBRIDE	JPIA Public Works Academy Expense Reimbursement	5196		231.98
100-1815-7965	MAXTREME INC	IT Helpdesk 11/2024	5195		12,500.00
100-1010-7610	CITY CLERKS ASSOCIATION OF...	Frances Jimenez Municipal Clerks Institute	220375		500.00
100-1020-7716	JAMES PRODUCTIONS INC	Snow Nite 12/8/2024 Carnival Rides	220393		8,940.00
100-1020-7716	LISA ANN STANLEY	Tree Lighting Quartet 12/3/2024	220415		465.00
100-1810-7610	KRISTEN PETERSEN	CalPERLA Conference Expense Reimbursement	5199		111.41
				Fund 100 - GENERAL FUND Total:	**264,231.68**
Fund: 220 - GAS TAX FUN					
220-2210-7811	CARE FOR THE CHILDREN	Red Curb Painting	220372		780.00
220-2210-7813	SHARPLINE SOLUTIONS INC	(6) Yield to Pedestrians Signs	220411		1,906.38
				Fund 220 - GAS TAX FUN Total:	**2,686.38**
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2410-7662	COUNTY OF LOS ANGELES AGR...	Parks Gopher Control 9/2024	220376		403.33
240-2410-7891	LANDSCAPE WAREHOUSE III	Irrigation Parts Restock (Medians)	5189		315.56
240-2410-7888	LANDSCAPE WAREHOUSE III	Royal Oaks Trail Irrigation Repair	5189		68.33
240-2410-7915	MARIPOSA LANDSCAPES INC	City Facilities (4) Landscape Maintenance 10/2024	5193		2,733.32
240-2410-7915	MARIPOSA LANDSCAPES INC	Parks (14) Landscape Maintenance 10/2024	5193		15,723.51
240-2410-7915	MARIPOSA LANDSCAPES INC	Misc Locations (8) Landscape Maintenance 10/2024	5193		1,509.99
240-2410-7917	MARIPOSA LANDSCAPES INC	Tree Wells (12) Landscape Maintenance 10/2024	5193		459.54
240-2410-7917	MARIPOSA LANDSCAPES INC	Medians/Pkwys (19) Landscape Maintenance 10/2024	5193		8,312.45
240-2420-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 10/2024	5193		491.67
240-2421-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 10/2024	5193		1,416.67
240-2422-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 10/2024	5193		693.80
240-2423-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 10/2024	5193		1,125.00
240-2424-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 10/2024	5193		775.01
240-2425-7913	MARIPOSA LANDSCAPES INC	Hearthstone Brush Clearance 10/2024	5193		1,166.67
240-2425-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 10/2024	5193		416.67
240-2426-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 10/2024	5193		333.33
240-2427-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 10/2024	5193		891.67
240-2431-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 10/2024	5193		891.67
240-2432-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 10/2024	5193		1,175.00
240-2433-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 10/2024	5193		750.00
240-2434-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 10/2024	5193		500.00
240-2435-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 10/2024	5193		750.00

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
240-2435-7918	MARIPOSA LANDSCAPES INC	Ridgecrest Brush Clearance 10/2024	5193		708.33
240-2410-7909	WEST COAST ARBORISTS INC	Citywide Palm Tree Pruning	5217		250.50
			Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:		**41,862.02**
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
260-2605-7965	LDM ASSOCIATES INC	FY25 CDBG ADA Curb Ramps Project 10/2024	5190	202511-Professional Svcs-ADA…	1,620.00
			Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:		**1,620.00**
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7980	REGIONAL TAP SERVICE CENT…	(50) TAP Card Purchase	220407		100.00
440-4405-7650	FAST 5 HOLDING COMPANY L…	Citywide Vehicle Cleaning 10/2024	220384		35.00
440-4405-7814	SUPERIOR PROPERTY SERVICE…	Graffiti Removal 10/2024	220419		431.60
440-4405-7650	10-8 RETROFIT INC	Vehicle 26 Light Repair	5168		206.31
			Fund 440 - PROPOSITION A TRANSIT FUND Total:		**772.91**
Fund: 460 - PROPOSITION C TRANSIT FUND					
460-4605-7650	STEVE RICHARD ENTERPRISES …	Vehicle 26 Repair	220417		2,440.97
460-4605-7814	SUPERIOR PROPERTY SERVICE…	Graffiti Removal 10/2024	220419		377.66
			Fund 460 - PROPOSITION C TRANSIT FUND Total:		**2,818.63**
				Grand Total:	**313,991.62**

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	264,231.68
220 - GAS TAX FUN	2,686.38
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	41,862.02
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	1,620.00
440 - PROPOSITION A TRANSIT FUND	772.91
460 - PROPOSITION C TRANSIT FUND	2,818.63
Grand Total:	**313,991.62**

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7610	Travel, Mtgs & Conf	988.24
100-1010-7670	Legal Notices	1,469.65
100-1020-7710	Chamber Of Commerce	5,000.00
100-1020-7711	Employee Recognition C…	200.63
100-1020-7716	Special Community Even…	20,160.54
100-1020-7724	Post Office Parking	312.00
100-1020-7726	Council Cablecasting	600.00
100-1205-7614	Office Supplies	74.39
100-1205-7636	Uniforms	437.34
100-1205-7650	Vehicle Maintenance	1,145.98
100-1205-7655	Emergency Services	226.39
100-1205-7779	Youth Programs	1,112.58
100-1205-7780	Animal Control	25.00
100-1205-7781	Contract Law Enforceme…	11,980.35
100-1205-7782	Crossing Guard Contract…	6,756.51
100-1205-7783	A-Team Program	7,193.48
100-1205-7980	Other Expenses	6,226.84
100-1205-8030	Other Equipment	175.00
100-1405-7614	Office Supplies	251.54
100-1405-7650	Vehicle Maintenance	21.00
100-1405-7800	Building Department Ser…	23,780.60
100-1405-7965	Professional Services	8,710.00
100-1405-7969	City Engineer	4,125.00
100-1405-7975	Economic Development …	7,095.00
100-1405-7980	Other Expenses	1,238.40
100-1410-7610	Travel, Mtgs & Conf	231.98
100-1410-7650	Vehicle Maintenance	796.64
100-1410-7656	Emergency Generator	160.00
100-1410-7814	Graffiti Removal	4,585.79
100-1410-7815	Brush Clearance	2,156.00
100-1415-7916	Landscape-Sport Park	3,426.72
100-1605-7610	Travel, Mtgs & Conf	295.00
100-1605-7614	Office Supplies	8.80
100-1605-7650	Vehicle Maintenance	149.90
100-1605-7730	Special Events	2,706.23
100-1605-7733	Senior Center	1,834.09
100-1605-7735	Teen Center	455.45
100-1605-7736	Youth & Adult Recreatio…	2,945.57
100-1605-7737	Adult Excursions	125.00
100-1605-7741	Sports/Playground Progr…	28.56
100-1610-7618	Building Supplies	1,867.85
100-1610-7636	Uniforms	39.68
100-1610-7652	Building Maint Services	8,650.76
100-1805-7612	Publications and Dues	150.00
100-1805-7614	Office Supplies	154.18
100-1805-7653	Bank Charges	339.63
100-1805-7654	Audit Services	15,000.00

Account Summary

Account Number	Account Name	Payment Amount
100-1805-7764	CA CEC Annual Principal …	9,665.94
100-1805-7765	CA CEC Annual Interest …	443.27
100-1805-7965	Professional Services	1,762.88
100-1805-7980	Other Expenses	98.51
100-1810-7610	Travel, Mtgs & Conf	111.41
100-1810-7660	Other Services	50.00
100-1810-7980	Other Expenses	47.33
100-1815-7632	Software	2,060.27
100-1815-7821	Network & Internet Serv…	1,007.50
100-1815-7830	Telephone Services	2,133.07
100-1815-7965	Professional Services	12,500.00
100-1825-7613	Duplications And Photos	632.50
100-1825-7626	Postage	342.43
100-1825-7631	Equipment Maintenance	221.22
100-1825-7687	Waste Mgmt Services	2,446.98
100-1825-7747	Beverage Cont Recycling	9,170.60
100-1825-7980	Other Expenses	180.00
100-1830-8100	Vehicle Replacement (C…	48.00
100-2012	Green Building Fees Pay…	7.00
100-2013	Strong Motions Fees Pay…	20.40
100-2120	Refundable Deposits	1,450.00
100-2121	Pass Through Deposits	55,615.68
100-2122	Disability Access & Educ …	4.00
100-2125	Metro Pass Through (TA…	254.00
100-2126	Construction and Demoli…	2,900.00
100-4004	Business License Tax	412.00
100-4201	Building Permits	5,232.40
220-2210-7811	Street Maintenance	780.00
220-2210-7813	Regulatory Signs	1,906.38
240-2410-7662	Other Serv-Citywide	403.33
240-2410-7888	Repairs-Citywide	68.33
240-2410-7891	Repairs-Medians	315.56
240-2410-7909	Tree Trim-Residential	250.50
240-2410-7915	Landscape-Citywide	19,966.82
240-2410-7917	Landscape-Medians	8,771.99
240-2420-7914	Landscape Maintenance	491.67
240-2421-7914	Landscape Maintenance	1,416.67
240-2422-7914	Landscape Maintenance	693.80
240-2423-7914	Landscape Maintenance	1,125.00
240-2424-7914	Landscape Maintenance	775.01
240-2425-7913	Brush Clearance	1,166.67
240-2425-7914	Landscape Maintenance	416.67
240-2426-7914	Landscape Maintenance	333.33
240-2427-7914	Landscape Maintenance	891.67
240-2431-7914	Landscape Maintenance	891.67
240-2432-7914	Landscape Maintenance	1,175.00
240-2433-7914	Landscape Maintenance	750.00
240-2434-7914	Landscape Maintenance	500.00
240-2435-7914	Landscape Maintenance	750.00
240-2435-7918	Fuel Modification	708.33
260-2605-7965	Professional Services	1,620.00
440-4405-7650	Vehicle Maintenance	241.31
440-4405-7814	Graffiti Removal	431.60
440-4405-7980	Other Expenses	100.00
460-4605-7650	Vehicle Maintenance	2,440.97
460-4605-7814	Graffiti Removal	377.66
	Grand Total:	**313,991.62**

Project Account Summary

Project Account Key	Payment Amount
None	227,482.72
201023-Annual Int Pmt-EECBG	443.27
201023-Annual Prin Pmts-EECBG	9,665.94
202118-ATP Cycle 4-Professional Svcs	280.00
202402/Exp-Bev Recycle FY22-23 CCP-22-079 FY25	5,644.00
202412-Prof Svc-FY24 Bike Trail Rehab Proj	1,495.00
202416-Prof Svcs-Huntington Drive Median Landscape	5,975.00
202417-dep-Westminister Garden Specific Plan & EIR	24,736.01
202418-FY23-26-Exp-Tutors,Student Engage,Live Scan	750.00
202419-Contract Law Enforcement-Tobacco Grant	1,318.41
202424- 100-2121/1433 Crestfield(Andres Duarte)	30,879.67
202503/1825-774Bev Recycle FY23-24 CCP-23-084 FY26	3,526.60
202511-Professional Svcs-ADA Curb Ramps	1,620.00
202513/100-1205-8030-Other Equip-River Bed Grant	175.00
Grand Total:	**313,991.62**

Council Warrant Register By Vendor
By Fund

City of Duarte

Payment Dates 11/14/2024 - 11/27/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 5485 - THE DIRT YARD INC					
100-1405-7980	THE DIRT YARD INC	2024 Storm Season Sandbags	24-M14855		1,238.40
				Vendor 5485 - THE DIRT YARD INC Total:	**1,238.40**
Vendor: 6682 - ABBY MONTANEZ					
100-1825-7687	ABBY MONTANEZ	Recycling Worker	10/19/2024		103.62
				Vendor 6682 - ABBY MONTANEZ Total:	**103.62**
Vendor: 5706 - ABRAHAM MARTINEZ					
100-1605-7737	ABRAHAM MARTINEZ	Mission Inn Excursion Entertainment 12/5/2024	2024-012		125.00
				Vendor 5706 - ABRAHAM MARTINEZ Total:	**125.00**
Vendor: 1388 - AIDA TORRES					
100-1205-7779	AIDA TORRES	DART Event 10/31/2024 Expense Reimbursement	11062024		36.35
100-1205-7779	AIDA TORRES	DART Event 10/28/2024 Expense Reimbursement	11062024		15.53
100-1205-7779	AIDA TORRES	DART Event 11/2/2024 Expense Reimbursement	11062024		47.10
100-1205-7779	AIDA TORRES	DART Event 11/01/2024 Expense Reimbursement	11062024		87.12
100-1205-7779	AIDA TORRES	DART Member Colorguard Uniform	11062024		26.49
100-1205-7779	AIDA TORRES	DART Event Expenses 10/19/24 & 10/22/24	10/19/24-10/29/24		149.99
100-1205-7783	AIDA TORRES	A-Team Event Expense Reimbursement 10/29/24	10/19/24-10/29/24		493.48
100-1205-7980	AIDA TORRES	Red Ribbon Week Event Expense Reimb 10/26/24	10/19/24-10/29/24		29.99
				Vendor 1388 - AIDA TORRES Total:	**886.05**
Vendor: 6449 - ALBERT NUNEZ					
100-1010-7610	ALBERT NUNEZ	MMASC Annual Conference Expense Reimbursement	11/13/24-11/15/24		168.52
				Vendor 6449 - ALBERT NUNEZ Total:	**168.52**
Vendor: 5561 - ALBERTOS PLUMBING					
100-1825-7747	ALBERTOS PLUMBING	Beardslee Park Water Refill Station Installation	682063	202503/1825-774Bev Recycle ...	2,050.00
				Vendor 5561 - ALBERTOS PLUMBING Total:	**2,050.00**
Vendor: 4728 - ALEJANDRO FUENTES					
100-1605-7736	ALEJANDRO FUENTES	Instructor Fee-Circus Tots Fall 10/5/24-11/9/24	13		420.00
				Vendor 4728 - ALEJANDRO FUENTES Total:	**420.00**
Vendor: 6117 - ALL CITY MANAGEMENT SERVICE INC					
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Srvcs 10/13/24 - 10/26/24	96616		6,756.51
				Vendor 6117 - ALL CITY MANAGEMENT SERVICE INC Total:	**6,756.51**
Vendor: T4724 - ANDREW BUGARIN					
100-2120	ANDREW BUGARIN	SC Rent Deposit Refund 11/9/2024	R105846		500.00
				Vendor T4724 - ANDREW BUGARIN Total:	**500.00**
Vendor: 5870 - ANTHONY HADLOC					
100-1205-8030	ANTHONY HADLOC	FAA UAS License Exam Fee Reimbursement	650avdxa	202513/100-1205-8030-Other...	175.00
				Vendor 5870 - ANTHONY HADLOC Total:	**175.00**

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6452 - ARCTIC GLACIER U.S.A. INC					
100-1020-7716	ARCTIC GLACIER U.S.A. INC	Snow Nite Event Snow	12/8/2024		8,760.00
				Vendor 6452 - ARCTIC GLACIER U.S.A. INC Total:	**8,760.00**
Vendor: 3579 - ARMSTRONG & WALKER LANDSCAPE ARCHITECT					
100-1405-7965	ARMSTRONG & WALKER LAN…	Hunt Dr Median Landscape Design 7/1/24 - 9/30/24	#6	202416-Prof Svcs-Huntington …	5,975.00
				Vendor 3579 - ARMSTRONG & WALKER LANDSCAPE ARCHITECT Total:	**5,975.00**
Vendor: 6653 - BAKERS MAN PRODUCTIONS LLC					
100-1020-7726	BAKERS MAN PRODUCTIONS L…	Live-Switching/Recording of CC Mtgs 10/2024	408364		600.00
				Vendor 6653 - BAKERS MAN PRODUCTIONS LLC Total:	**600.00**
Vendor: 4813 - BEN RUSHING					
100-1605-7733	BEN RUSHING	Senior Ctr Entertainment DJ	120624		150.00
				Vendor 4813 - BEN RUSHING Total:	**150.00**
Vendor: 1994 - BOURRET GLASS & UPHOLSTERY INC					
100-1410-7650	BOURRET GLASS & UPHOLSTE…	Vehicle 10 Wndow Replacement	WO D0010370		699.68
				Vendor 1994 - BOURRET GLASS & UPHOLSTERY INC Total:	**699.68**
Vendor: 6302 - BRANDON EDWARDS					
100-1825-7687	BRANDON EDWARDS	Recycling Worker	10/19/2024		103.62
				Vendor 6302 - BRANDON EDWARDS Total:	**103.62**
Vendor: 1003 - BRIAN VILLALOBOS					
100-1010-7610	BRIAN VILLALOBOS	MMASC Conference Expense Reimbursement	11/13/24-11/15/24		319.72
				Vendor 1003 - BRIAN VILLALOBOS Total:	**319.72**
Vendor: 6008 - CALIFORNIA ANIMAL WELFARE ASSOCIATION					
100-1205-7780	CALIFORNIA ANIMAL WELFARE…	Emily Lepone Penal Code-Case Studies Workshop	200006565		25.00
				Vendor 6008 - CALIFORNIA ANIMAL WELFARE ASSOCIATION Total:	**25.00**
Vendor: 5720 - CANON SOLUTIONS AMERICA INC					
100-1825-7631	CANON SOLUTIONS AMERICA …	CMD Permit Tech Print Maint 9/27/24-10/26/24	6009747129		57.34
100-1825-7631	CANON SOLUTIONS AMERICA …	Finance Dept Printer Maint 8/4/24 - 11/3/24	60098763104		163.88
				Vendor 5720 - CANON SOLUTIONS AMERICA INC Total:	**221.22**
Vendor: 6357 - CARLOS FELIPE PEREZ					
100-1020-7716	CARLOS FELIPE PEREZ	Snow Nite DJ 12/8/2024	45634		950.00
				Vendor 6357 - CARLOS FELIPE PEREZ Total:	**950.00**
Vendor: 5847 - CAT TRACKING INC					
100-2122	CAT TRACKING INC	Business License Refund (BL0140508)	R2908		4.00
100-4004	CAT TRACKING INC	Business License Refund (BL 0140508)	R2908		412.00
				Vendor 5847 - CAT TRACKING INC Total:	**416.00**
Vendor: 5120 - CHARLES ABBOTT ASSOCIATES INC					
100-1405-7800	CHARLES ABBOTT ASSOCIATES…	Building & Safety Services 10/2024	68035		23,780.60
				Vendor 5120 - CHARLES ABBOTT ASSOCIATES INC Total:	**23,780.60**
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4209824336		14.22
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4209824336		45.52
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4210522470		25.46
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4210522470		9.54
				Vendor 5140 - CINTAS CORPORATION #693 Total:	**94.74**

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 1848 - CITY CLERKS ASSOCIATION OF CALIFORNIA					
100-1010-7610	CITY CLERKS ASSOCIATION OF…	Frances Jimenez Municipal Clerks Institute	200004029		500.00
			Vendor 1848 - CITY CLERKS ASSOCIATION OF CALIFORNIA Total:		**500.00**
Vendor: 6544 - CLOUD CONNECT SOLUTIONS INC					
100-1815-7830	CLOUD CONNECT SOLUTIONS …	Phone-SD Wan w/VELO/SIP & E911 Bundle 12/2024	1296		1,668.87
			Vendor 6544 - CLOUD CONNECT SOLUTIONS INC Total:		**1,668.87**
Vendor: 5504 - CMC LIVESCAN & NOTARY SERVICES					
100-1810-7660	CMC LIVESCAN & NOTARY SE…	Livescan Services 10/2024	CMC18058		50.00
			Vendor 5504 - CMC LIVESCAN & NOTARY SERVICES Total:		**50.00**
Vendor: 0868 - CPRS DISTRICT 13					
100-1605-7610	CPRS DISTRICT 13	CPRS Holiday Luncheon	0105		295.00
			Vendor 0868 - CPRS DISTRICT 13 Total:		**295.00**
Vendor: 4171 - CSMFO					
100-1805-7612	CSMFO	Angela Chiaromonte 2025 Membership	300016164		150.00
			Vendor 4171 - CSMFO Total:		**150.00**
Vendor: 6650 - DANCEFIT LLC					
100-1605-7736	DANCEFIT LLC	Instructor Fee-Baby Ballet/Hip-Hop Fall S2	#5		285.60
			Vendor 6650 - DANCEFIT LLC Total:		**285.60**
Vendor: 6373 - DANIELLA MORALES					
100-1825-7687	DANIELLA MORALES	Recycling Worker	10/19/2024		103.62
			Vendor 6373 - DANIELLA MORALES Total:		**103.62**
Vendor: 5025 - DARRELL RAY CARROLL					
100-1610-7652	DARRELL RAY CARROLL	ROP Bldg Restroom Lock Replacement	25460		643.00
			Vendor 5025 - DARRELL RAY CARROLL Total:		**643.00**
Vendor: 5920 - DAVID SOTO					
100-1825-7687	DAVID SOTO	Recycling Worker	10/19/2024		103.62
			Vendor 5920 - DAVID SOTO Total:		**103.62**
Vendor: 6434 - DAVID WALLACH					
100-1020-7716	DAVID WALLACH	Holiday in the Park Santa 12/8/2024	2391-HITP		200.00
100-1020-7716	DAVID WALLACH	Tree Lighting Event Santa 12/3/2024	2391-TL		150.00
			Vendor 6434 - DAVID WALLACH Total:		**350.00**
Vendor: 1381 - DOLPHIN RENTS INC					
100-1605-7730	DOLPHIN RENTS INC	Halloween Howl Stage Rental 10/31/2024	01-217620-07		1,579.18
			Vendor 1381 - DOLPHIN RENTS INC Total:		**1,579.18**
Vendor: 0476 - DUARTE PETTY CASH/BINGO PRIZE MONEY					
100-1605-7733	DUARTE PETTY CASH/BINGO …	SC Bingo Prize Money	12/2024		165.00
			Vendor 0476 - DUARTE PETTY CASH/BINGO PRIZE MONEY Total:		**165.00**
Vendor: 0046 - DUARTE PETTY CASH					
100-1405-7614	DUARTE PETTY CASH	Postage-Notice of Termination Nextel Lease-OGP	11142024		10.99
100-1805-7980	DUARTE PETTY CASH	Pumpkin/Halloween Supplies	11142024		20.83
100-1805-7980	DUARTE PETTY CASH	Staff Celebration	11142024		36.00
100-1810-7980	DUARTE PETTY CASH	Michelle Brown Beneift Fair Mile Reimbursement	11142024		3.35
100-1830-8100	DUARTE PETTY CASH	Vehicle 26 WeighMaster DMV Certicate	11142024		48.00
			Vendor 0046 - DUARTE PETTY CASH Total:		**119.17**
Vendor: 0311 - DUARTE RECREATION PETTY CASH					
100-1605-7614	DUARTE RECREATION PETTY …	Tissue Paper	11132024		8.80

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1605-7730	DUARTE RECREATION PETTY ...	Veterans Day Speaker Gift Card	11132024		50.00
100-1605-7730	DUARTE RECREATION PETTY ...	Halloween Howl Safety Pins/Clips	11132024		6.89
100-1605-7733	DUARTE RECREATION PETTY ...	SC Halloween Lottery Tickets Prizes	11132024		60.00
100-1605-7741	DUARTE RECREATION PETTY ...	Volleyball Party Supplies	11132024		28.56
100-1605-7730	DUARTE RECREATION PETTY ...	Snow Nite Petty Cash	12/8/2024		300.00
				Vendor 0311 - DUARTE RECREATION PETTY CASH Total:	**454.25**
Vendor: 6037 - EMILY LEPONE					
100-1205-7636	EMILY LEPONE	Uniform Boots Expense Reimbursement	20088868826		132.30
				Vendor 6037 - EMILY LEPONE Total:	**132.30**
Vendor: 6237 - FAST 5 HOLDING COMPANY LLC					
100-1205-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 10/2024	7833		112.00
100-1205-7781	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 10/2024	7833		84.00
100-1405-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 10/2024	7833		21.00
100-1410-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 10/2024	7833		14.00
				Vendor 6237 - FAST 5 HOLDING COMPANY LLC Total:	**231.00**
Vendor: 0087 - FEDEX					
100-1825-7626	FEDEX	Equipment Return	8-675-97059		342.43
				Vendor 0087 - FEDEX Total:	**342.43**
Vendor: 6683 - FLASH ROOFING INC					
100-2012	FLASH ROOFING INC	Permit Withdrawn (Pmt#2024-020/813 Francita Ave)	R102333		1.00
100-2013	FLASH ROOFING INC	Permit Withdrawn (Pmt#2024-020/813 Francita Ave)	R102333		1.50
100-4201	FLASH ROOFING INC	Permit Withdrawn (Pmt#2024-020/813 Francita Ave)	R102333		678.90
				Vendor 6683 - FLASH ROOFING INC Total:	**681.40**
Vendor: 4539 - GLOBAL INDUSTRIAL SUPPLY INC					
100-1825-7747	GLOBAL INDUSTRIAL SUPPLY I...	Hydration Station	122510775	202503/1825-774Bev Recycle ...	1,476.60
100-1825-7747	GLOBAL INDUSTRIAL SUPPLY I...	Hydration Station	122510775	202402/Exp-Bev Recycle FY22...	5,644.00
				Vendor 4539 - GLOBAL INDUSTRIAL SUPPLY INC Total:	**7,120.60**
Vendor: 6181 - GOOGLE LLC					
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 10/1/24 - 10/31/24	5099552496		2,060.27
				Vendor 6181 - GOOGLE LLC Total:	**2,060.27**
Vendor: 1092 - GRAINGER					
100-1610-7618	GRAINGER	ROP Bldg Light Fixtures	9297828239		1,560.88
				Vendor 1092 - GRAINGER Total:	**1,560.88**
Vendor: 5340 - GRAND PRINTING INC					
100-1825-7613	GRAND PRINTING INC	Parks & Rec Forms/Business Cards	113226		481.13
				Vendor 5340 - GRAND PRINTING INC Total:	**481.13**
Vendor: 4942 - GREGORY C REUEL					
100-1405-7975	GREGORY C REUEL	Demographics Web Licensing Fee 11/2024-11/2025	17		600.00
				Vendor 4942 - GREGORY C REUEL Total:	**600.00**
Vendor: 6002 - HEULYN REGINA DUMAS-JOHNSON					
100-1605-7736	HEULYN REGINA DUMAS-JOH...	Instructor Fee-Sewing Class Fall 2024	Fall/Rec-11-2024		1,456.00
				Vendor 6002 - HEULYN REGINA DUMAS-JOHNSON Total:	**1,456.00**

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 1840 - HINDERLITER, DE LLAMAS & ASSOCIATES					
100-1805-7965	HINDERLITER, DE LLAMAS & A…	Sales Tax Audit Oct 2024 - Dec 2024	SIN044447		1,762.88
			Vendor 1840 - HINDERLITER, DE LLAMAS & ASSOCIATES Total:		**1,762.88**
Vendor: 6210 - HUNTINGTON TIRE & AUTO CENTER INC					
100-1205-7650	HUNTINGTON TIRE & AUTO C…	Unit 25 Tire Replacement	60278		261.87
100-1205-7650	HUNTINGTON TIRE & AUTO C…	Unit 24 Tire Replacement	60466		252.21
			Vendor 6210 - HUNTINGTON TIRE & AUTO CENTER INC Total:		**514.08**
Vendor: 1614 - IMS REFRIGERATION INC					
100-1610-7652	IMS REFRIGERATION INC	SC Ice Machine Service	55770		437.24
100-1610-7652	IMS REFRIGERATION INC	CC Ice Machine Service	55772		437.24
			Vendor 1614 - IMS REFRIGERATION INC Total:		**874.48**
Vendor: 6309 - INX BUILDING MAINTENANCE					
100-1610-7652	INX BUILDING MAINTENANCE	Teen Ctr Janitorial Services 11/2024	989340		1,959.21
100-1610-7652	INX BUILDING MAINTENANCE	City Hall Janitorial Services 11/2024	989373		1,773.47
100-1610-7652	INX BUILDING MAINTENANCE	Senior Ctr Rental Clean-up 11/10/24	989657		142.34
			Vendor 6309 - INX BUILDING MAINTENANCE Total:		**3,875.02**
Vendor: 6398 - JACQUELINE HASTY					
100-1605-7736	JACQUELINE HASTY	Instructor Fee-Sticker Making Fall 2024	DPFall-2024		84.00
			Vendor 6398 - JACQUELINE HASTY Total:		**84.00**
Vendor: 6031 - JAG ENDEAVORS LLC					
100-1805-7980	JAG ENDEAVORS LLC	Admin Srvcs Payroll Tech Jacket Stitching	1726		41.68
			Vendor 6031 - JAG ENDEAVORS LLC Total:		**41.68**
Vendor: 6688 - JAMES PRODUCTIONS INC					
100-1020-7716	JAMES PRODUCTIONS INC	Snow Nite 12/8/2024 Carnival Rides	230053082		8,940.00
			Vendor 6688 - JAMES PRODUCTIONS INC Total:		**8,940.00**
Vendor: 6271 - JAVIER DJEU TENNIS					
100-1605-7736	JAVIER DJEU TENNIS	Instructor Fee-Tennis Fall 2024	110724		699.97
			Vendor 6271 - JAVIER DJEU TENNIS Total:		**699.97**
Vendor: 5299 - JOSEPH A MARTINEZ					
100-1610-7652	JOSEPH A MARTINEZ	ROP/Museum Floor Repairs	INV0450		1,780.00
			Vendor 5299 - JOSEPH A MARTINEZ Total:		**1,780.00**
Vendor: 1592 - KRISTEN PETERSEN					
100-1810-7610	KRISTEN PETERSEN	CalPERLA Conference Expense Reimbursement	11/12/24-11/14/24		111.41
			Vendor 1592 - KRISTEN PETERSEN Total:		**111.41**
Vendor: T4884 - LAUREN WADALAWALA					
100-2120	LAUREN WADALAWALA	ROP Bldg Rent Deposit Refund 11/3/2024	R105834		150.00
			Vendor T4884 - LAUREN WADALAWALA Total:		**150.00**
Vendor: 5438 - LDM ASSOCIATES INC					
100-1405-7965	LDM ASSOCIATES INC	FY25 Federal Grant Administration 10/2024	8426		960.00
			Vendor 5438 - LDM ASSOCIATES INC Total:		**960.00**
Vendor: 6587 - LEE & ASSOCIATES - PASADENA INC					
100-1405-7975	LEE & ASSOCIATES - PASADEN…	Real Estate Advisory Services 10/2024	11042024		6,495.00
			Vendor 6587 - LEE & ASSOCIATES - PASADENA INC Total:		**6,495.00**

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6551 - LINDA R SUSANA BEATTIE					
100-1020-7716	LINDA R SUSANA BEATTIE	Tree Lighting Event 12/3/024 Gingerbread Kits	10302024		575.00
				Vendor 6551 - LINDA R SUSANA BEATTIE Total:	**575.00**
Vendor: 6689 - LISA ANN STANLEY					
100-1020-7716	LISA ANN STANLEY	Tree Lighting Quartet 12/3/2024	288-2024		465.00
				Vendor 6689 - LISA ANN STANLEY Total:	**465.00**
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
100-1205-7781	LOS ANGELES COUNTY SHERIF…	Tobacco Operation 9/20/2024	250947MR	202419-Contract Law Enforc…	1,318.41
100-1205-7781	LOS ANGELES COUNTY SHERIF…	Walk for Hope Sheriff Srvcs 9/8/2024	250948MR		10,577.94
				Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:	**11,896.35**
Vendor: 4434 - MARIPOSA LANDSCAPES INC					
100-1020-7724	MARIPOSA LANDSCAPES INC	PO Pkg Lot Landscape Maintenance 10/2024	110594		312.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Duarte Wilderness Park Brush Clearance 10/2024	110594		2,080.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Greenbank Ave Brush Clearance 10/2024	110594		76.00
100-1415-7916	MARIPOSA LANDSCAPES INC	Sports Parks (2) Landscape Maintenance 10/2024	110594		3,426.72
				Vendor 4434 - MARIPOSA LANDSCAPES INC Total:	**5,894.72**
Vendor: 6594 - MATTHEW GUARJARDO					
100-1205-7779	MATTHEW GUARJARDO	DUSD Tutoring Program	10/2024	202418-FY23-26-Exp-Tutors,S…	750.00
				Vendor 6594 - MATTHEW GUARJARDO Total:	**750.00**
Vendor: 4286 - MAXTREME INC					
100-1815-7965	MAXTREME INC	IT Helpdesk 11/2024	13767		12,500.00
				Vendor 4286 - MAXTREME INC Total:	**12,500.00**
Vendor: 5454 - MOORE IACOFANO GOLTSMAN INC					
100-2121	MOORE IACOFANO GOLTSMA…	Westminster Garden Specific/EIR Plan 9/2024	0088566	202417-dep-Westminister Ga…	24,736.01
				Vendor 5454 - MOORE IACOFANO GOLTSMAN INC Total:	**24,736.01**
Vendor: 5794 - MOSS, LEVY & HARTZHEIM LLP					
100-1805-7654	MOSS, LEVY & HARTZHEIM LLP	FY24 Year End Audit	16371		15,000.00
				Vendor 5794 - MOSS, LEVY & HARTZHEIM LLP Total:	**15,000.00**
Vendor: 4452 - NATIONAL NEIGHBORHOOD WATCH INSTITUTE					
100-1205-7980	NATIONAL NEIGHBORHOOD …	Nieghborhood Watch Signs	2410638		6,168.24
				Vendor 4452 - NATIONAL NEIGHBORHOOD WATCH INSTITUTE Total:	**6,168.24**
Vendor: T3809 - PACIFIC PRODUCTION SERVICES					
100-2120	PACIFIC PRODUCTION SERVIC…	Film Permit Deposit Refund (FP#24-01) 8/5/2024	R104849		500.00
				Vendor T3809 - PACIFIC PRODUCTION SERVICES Total:	**500.00**
Vendor: 6289 - PAPER RECYCLING & SHREDDING SPECIALISTS					
100-1825-7980	PAPER RECYCLING & SHREDDI…	Document Shredding 10/29/2024	586630		180.00
				Vendor 6289 - PAPER RECYCLING & SHREDDING SPECIALISTS Total:	**180.00**
Vendor: 2466 - POST ALARM SYSTEMS					
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Alarm Monitoring 12/1/24 - 12/31/24	1739807		101.13
				Vendor 2466 - POST ALARM SYSTEMS Total:	**101.13**
Vendor: T4780 - PROPEL, A CHARTER MANAGEMENT GROUP INC					
100-2120	PROPEL, A CHARTER MANAG…	CC Rent Deposit Refund 5/29/2024	R103590		300.00
				Vendor T4780 - PROPEL, A CHARTER MANAGEMENT GROUP INC Total:	**300.00**

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6372 - R3 CONSULTING GROUP					
100-1825-7687	R3 CONSULTING GROUP	SB1383 Implementation Consulting 10/2024	124129		2,032.50
				Vendor 6372 - R3 CONSULTING GROUP Total:	**2,032.50**
Vendor: 0768 - RALPHS GROCERY COMPANY					
100-1810-7980	RALPHS GROCERY COMPANY	Dept Pumpkin Contest Supplies	042912		43.98
				Vendor 0768 - RALPHS GROCERY COMPANY Total:	**43.98**
Vendor: 6652 - RAYMOND ABERNATHY					
100-1205-7783	RAYMOND ABERNATHY	A-Team Contract Services 11/2024	TRA-8		6,700.00
				Vendor 6652 - RAYMOND ABERNATHY Total:	**6,700.00**
Vendor: 6057 - REGIONAL TAP SERVICE CENTER					
100-2125	REGIONAL TAP SERVICE CENT…	TAP Card Reload 10/2024	6023894		254.00
				Vendor 6057 - REGIONAL TAP SERVICE CENTER Total:	**254.00**
Vendor: 6591 - RINCON CONSULTANTS INC					
100-2121	RINCON CONSULTANTS INC	Andres Duarte School EIR/PM 10/2024	61440	202424- 100-2121/1433 Crestf..	30,879.67
				Vendor 6591 - RINCON CONSULTANTS INC Total:	**30,879.67**
Vendor: 0904 - RKA CONSULTING GROUP					
100-1405-7969	RKA CONSULTING GROUP	(3) Engineering Plan Checks 9/2024	35341		640.00
100-1405-7969	RKA CONSULTING GROUP	Contract Engineer 9/2024	35342		3,485.00
100-1405-7965	RKA CONSULTING GROUP	ATP Cycle 4 Ped/Bike Access Improvements 9/2024	35343	202118-ATP Cycle 4-Professio…	280.00
100-1405-7965	RKA CONSULTING GROUP	Watson Trail Rehab Grant Support 9/2024	35344	202412-Prof Svc-FY24 Bike Tra…	1,495.00
				Vendor 0904 - RKA CONSULTING GROUP Total:	**5,900.00**
Vendor: T4885 - RONI LAO					
100-2012	RONI LAO	Permit Withdrawn (Pmt#2023-091)	R99575		6.00
100-2013	RONI LAO	Permit Withdrawn (Pmt#2023-091)	R99575		18.90
100-2126	RONI LAO	Permit Withdrawn (Pmt#2023-091)	R99575		2,900.00
100-4201	RONI LAO	Permit Withdrawn (Pmt#2023-091)	R99575		4,553.50
				Vendor T4885 - RONI LAO Total:	**7,478.40**
Vendor: 6585 - RUBEN VIOLA					
100-1605-7733	RUBEN VIOLA	Senior Ctr Newsletter Nov/Dec 2024	3513		818.61
				Vendor 6585 - RUBEN VIOLA Total:	**818.61**
Vendor: 6178 - SEAN H MCBRIDE					
100-1410-7610	SEAN H MCBRIDE	JPIA Public Works Academy Expense Reimbursement	11/4/24-11/7/24		231.98
				Vendor 6178 - SEAN H MCBRIDE Total:	**231.98**
Vendor: 6277 - SECTRAN SECURITY INC					
100-1805-7653	SECTRAN SECURITY INC	November 2024 Courier Pick-up	24110673		339.63
				Vendor 6277 - SECTRAN SECURITY INC Total:	**339.63**
Vendor: 0202 - SHAFFER AWARDS					
100-1205-7980	SHAFFER AWARDS	Ray Abernathy Name Plate	8371		28.61
				Vendor 0202 - SHAFFER AWARDS Total:	**28.61**
Vendor: 0206 - SIMON EQUIPMENT RENTALS					
100-1605-7730	SIMON EQUIPMENT RENTALS	Halloween Howl Light Tower Rental 10/31/2024	167068		729.31
100-1610-7652	SIMON EQUIPMENT RENTALS	Event Set-up Scissor Lift Rental	167127		506.48
				Vendor 0206 - SIMON EQUIPMENT RENTALS Total:	**1,235.79**

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 0209 - SMART & FINAL					
100-1605-7733	SMART & FINAL	SC Staff Farewell Supplies	143311		115.48
100-1605-7730	SMART & FINAL	Dia De Los Muertos Supplies	919599		40.85
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	637111		136.02
100-1610-7618	SMART & FINAL	City Hall/Council Supplies	119444		170.95
100-1020-7716	SMART & FINAL	Veteran's Day Refreshment Table Supplies	794688		120.54
100-1605-7735	SMART & FINAL	TC Snack Bar Supplies	952900		55.45
100-1020-7711	SMART & FINAL	Turkey Feast Supplies	842011		200.63
				Vendor 0209 - SMART & FINAL Total:	**839.92**
Vendor: 0220 - SOUTHERN CALIFORNIA NEWS GROUP					
100-1010-7670	SOUTHERN CALIFORNIA NEWS…	Legal Advertising 10/2024	602756		1,469.65
				Vendor 0220 - SOUTHERN CALIFORNIA NEWS GROUP Total:	**1,469.65**
Vendor: 2688 - STAPLES					
100-1205-7614	STAPLES	Office Supplies	6015512984		74.39
100-1805-7614	STAPLES	Office Supplies	6016408184		74.51
100-1825-7613	STAPLES	Copier Paper	6016408184		151.37
100-1805-7614	STAPLES	Office Supplies/2025 Calanders	6016530811		79.67
100-1405-7614	STAPLES	Office Supplies	6016817320		240.55
				Vendor 2688 - STAPLES Total:	**620.49**
Vendor: 5074 - STATE OF CA ENERGY RESOURCES CONSERVATION					
100-1805-7764	STATE OF CA ENERGY RESOUR…	CEC Payment 25 of 27	12054	201023-Annual Prin Pmts-EEC…	9,665.94
100-1805-7765	STATE OF CA ENERGY RESOUR…	CEC Payment 25 of 27	12054	201023-Annual Int Pmt-EECBG	443.27
				Vendor 5074 - STATE OF CA ENERGY RESOURCES CONSERVATION Total:	**10,109.21**
Vendor: 6686 - STEPHANIE GEORGE					
100-1605-7735	STEPHANIE GEORGE	TC Wild Stylez Event Judge	2		200.00
				Vendor 6686 - STEPHANIE GEORGE Total:	**200.00**
Vendor: 6626 - STRATISCOPE INC					
100-1020-7710	STRATISCOPE INC	Small Business Economic Developement Planning	2582		5,000.00
				Vendor 6626 - STRATISCOPE INC Total:	**5,000.00**
Vendor: 6326 - SUNSET CREATIVE PRODUCTIONS LLC					
100-1605-7733	SUNSET CREATIVE PRODUCTI…	SC Holiday Entertainment 12/9/2024	1838		375.00
				Vendor 6326 - SUNSET CREATIVE PRODUCTIONS LLC Total:	**375.00**
Vendor: 1610 - SUNWEST ENGINEERING					
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 10/17/2024	SA-48209		160.00
				Vendor 1610 - SUNWEST ENGINEERING Total:	**160.00**
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
100-1410-7814	SUPERIOR PROPERTY SERVICE…	Graffiti Removal 10/2024	18241		4,585.79
				Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:	**4,585.79**
Vendor: 5029 - THE TECHNOLOGY DEPOT INC					
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 12/2024	27352		608.30
100-1815-7821	THE TECHNOLOGY DEPOT INC	Ruckus Cloud Mgmt 12/2024	27355		399.20
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 12/2024	27387		464.20
				Vendor 5029 - THE TECHNOLOGY DEPOT INC Total:	**1,471.70**
Vendor: 5544 - THEODORE SIEGEL					
100-1605-7733	THEODORE SIEGEL	SC Screening/Presentation 'White Christmas'	12/5/2024		150.00
				Vendor 5544 - THEODORE SIEGEL Total:	**150.00**
Vendor: 5581 - THOMSON REUTERS-WEST PUBLISHING CORP					
100-1205-7655	THOMSON REUTERS-WEST P…	EOC Software 10/2024	850996571		226.39
				Vendor 5581 - THOMSON REUTERS-WEST PUBLISHING CORP Total:	**226.39**
Vendor: 6586 - UNIFORM HEADQUARTERS					
100-1205-7636	UNIFORM HEADQUARTERS	CSO Houson Uniforms	070703		305.04
				Vendor 6586 - UNIFORM HEADQUARTERS Total:	**305.04**

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6687 - VALERIE KOSNEVICH					
100-1605-7735	VALERIE KOSNEVICH	TC Wild Stylez Event Judge 11/17/2024	006		200.00
				Vendor 6687 - VALERIE KOSNEVICH Total:	**200.00**
Vendor: 5935 - WALLACE SIGN COMPANY					
100-1205-7650	WALLACE SIGN COMPANY	Vehicle 17 Decal	22791		57.40
100-1410-7650	WALLACE SIGN COMPANY	Vehicle 3 Decal	22791		57.39
100-1605-7650	WALLACE SIGN COMPANY	Vehicle 29 Decal	22791		57.40
				Vendor 5935 - WALLACE SIGN COMPANY Total:	**172.19**
Vendor: 6113 - WARDS SERVICE					
100-1605-7650	WARDS SERVICE	Unit 31 Service/Repair	95822		92.50
100-1205-7650	WARDS SERVICE	Vehicle 29 Check Engine Light Repair	96976		462.50
				Vendor 6113 - WARDS SERVICE Total:	**555.00**
Vendor: 5992 - WESTERN EXTERMINATOR COMPANY					
100-1610-7652	WESTERN EXTERMINATOR C...	Facility Pest/Rodent/Mosquito Control 10/2024	470298C		815.59
				Vendor 5992 - WESTERN EXTERMINATOR COMPANY Total:	**815.59**
Vendor: 4797 - WEX BANK					
100-1410-7650	WEX BANK	CNG Fuel 10/1/24 - 10/31/24	100751369		25.57
				Vendor 4797 - WEX BANK Total:	**25.57**
				Fund 100 - GENERAL FUND Total:	**264,231.68**
Fund: 220 - GAS TAX FUN					
Vendor: 5703 - CARE FOR THE CHILDREN					
220-2210-7811	CARE FOR THE CHILDREN	Red Curb Painting	01-10282024		780.00
				Vendor 5703 - CARE FOR THE CHILDREN Total:	**780.00**
Vendor: 6685 - SHARPLINE SOLUTIONS INC					
220-2210-7813	SHARPLINE SOLUTIONS INC	(6) Yield to Pedestrians Signs	3548		1,906.38
				Vendor 6685 - SHARPLINE SOLUTIONS INC Total:	**1,906.38**
				Fund 220 - GAS TAX FUN Total:	**2,686.38**
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 1997 - COUNTY OF LOS ANGELES AGRIC COMMR/WTS & MEASURES					
240-2410-7662	COUNTY OF LOS ANGELES AGR...	Parks Gopher Control 9/2024	250411		403.33
				Vendor 1997 - COUNTY OF LOS ANGELES AGRIC COMMR/WTS & MEASURES Total:	**403.33**
Vendor: 3968 - LANDSCAPE WAREHOUSE III					
240-2410-7891	LANDSCAPE WAREHOUSE III	Irrigation Parts Restock (Medians)	4205369		315.56
240-2410-7888	LANDSCAPE WAREHOUSE III	Royal Oaks Trail Irrigation Repair	4205379		68.33
				Vendor 3968 - LANDSCAPE WAREHOUSE III Total:	**383.89**
Vendor: 4434 - MARIPOSA LANDSCAPES INC					
240-2410-7915	MARIPOSA LANDSCAPES INC	Misc Locations (8) Landscape Maintenance 10/2024	110594		1,509.99
240-2410-7915	MARIPOSA LANDSCAPES INC	City Facilities (4) Landscape Maintenance 10/2024	110594		2,733.32
240-2410-7915	MARIPOSA LANDSCAPES INC	Parks (14) Landscape Maintenance 10/2024	110594		15,723.51
240-2410-7917	MARIPOSA LANDSCAPES INC	Tree Wells (12) Landscape Maintenance 10/2024	110594		459.54
240-2410-7917	MARIPOSA LANDSCAPES INC	Medians/Pkwys (19) Landscape Maintenance 10/2024	110594		8,312.45
240-2420-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 10/2024	110594		491.67
240-2421-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 10/2024	110594		1,416.67
240-2422-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 10/2024	110594		693.80

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
240-2423-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 10/2024	110594		1,125.00
240-2424-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 10/2024	110594		775.01
240-2425-7913	MARIPOSA LANDSCAPES INC	Hearthstone Brush Clearance 10/2024	110594		1,166.67
240-2425-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 10/2024	110594		416.67
240-2426-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 10/2024	110594		333.33
240-2427-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 10/2024	110594		891.67
240-2431-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 10/2024	110594		891.67
240-2432-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 10/2024	110594		1,175.00
240-2433-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 10/2024	110594		750.00
240-2434-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 10/2024	110594		500.00
240-2435-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 10/2024	110594		750.00
240-2435-7918	MARIPOSA LANDSCAPES INC	Ridgecrest Brush Clearance 10/2024	110594		708.33
				Vendor 4434 - MARIPOSA LANDSCAPES INC Total:	**40,824.30**
Vendor: 1521 - WEST COAST ARBORISTS INC					
240-2410-7909	WEST COAST ARBORISTS INC	Citywide Palm Tree Pruning	221508		250.50
				Vendor 1521 - WEST COAST ARBORISTS INC Total:	**250.50**
				Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:	**41,862.02**
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
Vendor: 5438 - LDM ASSOCIATES INC					
260-2605-7965	LDM ASSOCIATES INC	FY25 CDBG ADA Curb Ramps Project 10/2024	8427	202511-Professional Svcs-ADA...	1,620.00
				Vendor 5438 - LDM ASSOCIATES INC Total:	**1,620.00**
				Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:	**1,620.00**
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 4209 - 10-8 RETROFIT INC					
440-4405-7650	10-8 RETROFIT INC	Vehicle 26 Light Repair	20628		206.31
				Vendor 4209 - 10-8 RETROFIT INC Total:	**206.31**
Vendor: 6237 - FAST 5 HOLDING COMPANY LLC					
440-4405-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 10/2024	7833		35.00
				Vendor 6237 - FAST 5 HOLDING COMPANY LLC Total:	**35.00**
Vendor: 6057 - REGIONAL TAP SERVICE CENTER					
440-4405-7980	REGIONAL TAP SERVICE CENT...	(50) TAP Card Purchase	6023894		100.00
				Vendor 6057 - REGIONAL TAP SERVICE CENTER Total:	**100.00**
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
440-4405-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 10/2024	18241		431.60
				Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:	**431.60**
				Fund 440 - PROPOSITION A TRANSIT FUND Total:	**772.91**
Fund: 460 - PROPOSITION C TRANSIT FUND					
Vendor: 6541 - STEVE RICHARD ENTERPRISES INC					
460-4605-7650	STEVE RICHARD ENTERPRISES ...	Vehicle 26 Repair	3139		2,440.97
				Vendor 6541 - STEVE RICHARD ENTERPRISES INC Total:	**2,440.97**

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
460-4605-7814	SUPERIOR PROPERTY SERVICE…	Graffiti Removal 10/2024	18241		377.66
			Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:		**377.66**
			Fund 460 - PROPOSITION C TRANSIT FUND Total:		**2,818.63**
			Grand Total:		**313,991.62**

Report Summary

Fund Summary

Fund		Payment Amount
100 - GENERAL FUND		264,231.68
220 - GAS TAX FUN		2,686.38
240 - LIGHTING AND LANDSCAPE DISTRICT FUND		41,862.02
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		1,620.00
440 - PROPOSITION A TRANSIT FUND		772.91
460 - PROPOSITION C TRANSIT FUND		2,818.63
	Grand Total:	**313,991.62**

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7610	Travel, Mtgs & Conf	988.24
100-1010-7670	Legal Notices	1,469.65
100-1020-7710	Chamber Of Commerce	5,000.00
100-1020-7711	Employee Recognition C…	200.63
100-1020-7716	Special Community Even…	20,160.54
100-1020-7724	Post Office Parking	312.00
100-1020-7726	Council Cablecasting	600.00
100-1205-7614	Office Supplies	74.39
100-1205-7636	Uniforms	437.34
100-1205-7650	Vehicle Maintenance	1,145.98
100-1205-7655	Emergency Services	226.39
100-1205-7779	Youth Programs	1,112.58
100-1205-7780	Animal Control	25.00
100-1205-7781	Contract Law Enforceme…	11,980.35
100-1205-7782	Crossing Guard Contract…	6,756.51
100-1205-7783	A-Team Program	7,193.48
100-1205-7980	Other Expenses	6,226.84
100-1205-8030	Other Equipment	175.00
100-1405-7614	Office Supplies	251.54
100-1405-7650	Vehicle Maintenance	21.00
100-1405-7800	Building Department Ser…	23,780.60
100-1405-7965	Professional Services	8,710.00
100-1405-7969	City Engineer	4,125.00
100-1405-7975	Economic Development …	7,095.00
100-1405-7980	Other Expenses	1,238.40
100-1410-7610	Travel, Mtgs & Conf	231.98
100-1410-7650	Vehicle Maintenance	796.64
100-1410-7656	Emergency Generator	160.00
100-1410-7814	Graffiti Removal	4,585.79
100-1410-7815	Brush Clearance	2,156.00
100-1415-7916	Landscape-Sport Park	3,426.72
100-1605-7610	Travel, Mtgs & Conf	295.00
100-1605-7614	Office Supplies	8.80
100-1605-7650	Vehicle Maintenance	149.90
100-1605-7730	Special Events	2,706.23
100-1605-7733	Senior Center	1,834.09
100-1605-7735	Teen Center	455.45
100-1605-7736	Youth & Adult Recreatio…	2,945.57
100-1605-7737	Adult Excursions	125.00
100-1605-7741	Sports/Playground Progr…	28.56
100-1610-7618	Building Supplies	1,867.85
100-1610-7636	Uniforms	39.68
100-1610-7652	Building Maint Services	8,650.76
100-1805-7612	Publications and Dues	150.00
100-1805-7614	Office Supplies	154.18
100-1805-7653	Bank Charges	339.63
100-1805-7654	Audit Services	15,000.00

Account Summary

Account Number	Account Name	Payment Amount
100-1805-7764	CA CEC Annual Principal …	9,665.94
100-1805-7765	CA CEC Annual Interest …	443.27
100-1805-7965	Professional Services	1,762.88
100-1805-7980	Other Expenses	98.51
100-1810-7610	Travel, Mtgs & Conf	111.41
100-1810-7660	Other Services	50.00
100-1810-7980	Other Expenses	47.33
100-1815-7632	Software	2,060.27
100-1815-7821	Network & Internet Serv…	1,007.50
100-1815-7830	Telephone Services	2,133.07
100-1815-7965	Professional Services	12,500.00
100-1825-7613	Duplications And Photos	632.50
100-1825-7626	Postage	342.43
100-1825-7631	Equipment Maintenance	221.22
100-1825-7687	Waste Mgmt Services	2,446.98
100-1825-7747	Beverage Cont Recycling	9,170.60
100-1825-7980	Other Expenses	180.00
100-1830-8100	Vehicle Replacement (C…	48.00
100-2012	Green Building Fees Pay…	7.00
100-2013	Strong Motions Fees Pay…	20.40
100-2120	Refundable Deposits	1,450.00
100-2121	Pass Through Deposits	55,615.68
100-2122	Disability Access & Educ …	4.00
100-2125	Metro Pass Through (TA…	254.00
100-2126	Construction and Demoli…	2,900.00
100-4004	Business License Tax	412.00
100-4201	Building Permits	5,232.40
220-2210-7811	Street Maintenance	780.00
220-2210-7813	Regulatory Signs	1,906.38
240-2410-7662	Other Serv-Citywide	403.33
240-2410-7888	Repairs-Citywide	68.33
240-2410-7891	Repairs-Medians	315.56
240-2410-7909	Tree Trim-Residential	250.50
240-2410-7915	Landscape-Citywide	19,966.82
240-2410-7917	Landscape-Medians	8,771.99
240-2420-7914	Landscape Maintenance	491.67
240-2421-7914	Landscape Maintenance	1,416.67
240-2422-7914	Landscape Maintenance	693.80
240-2423-7914	Landscape Maintenance	1,125.00
240-2424-7914	Landscape Maintenance	775.01
240-2425-7913	Brush Clearance	1,166.67
240-2425-7914	Landscape Maintenance	416.67
240-2426-7914	Landscape Maintenance	333.33
240-2427-7914	Landscape Maintenance	891.67
240-2431-7914	Landscape Maintenance	891.67
240-2432-7914	Landscape Maintenance	1,175.00
240-2433-7914	Landscape Maintenance	750.00
240-2434-7914	Landscape Maintenance	500.00
240-2435-7914	Landscape Maintenance	750.00
240-2435-7918	Fuel Modification	708.33
260-2605-7965	Professional Services	1,620.00
440-4405-7650	Vehicle Maintenance	241.31
440-4405-7814	Graffiti Removal	431.60
440-4405-7980	Other Expenses	100.00
460-4605-7650	Vehicle Maintenance	2,440.97
460-4605-7814	Graffiti Removal	377.66
	Grand Total:	**313,991.62**

Project Account Summary

Project Account Key	Payment Amount
None	227,482.72
201023-Annual Int Pmt-EECBG	443.27
201023-Annual Prin Pmts-EECBG	9,665.94
202118-ATP Cycle 4-Professional Svcs	280.00
202402/Exp-Bev Recycle FY22-23 CCP-22-079 FY25	5,644.00
202412-Prof Svc-FY24 Bike Trail Rehab Proj	1,495.00
202416-Prof Svcs-Huntington Drive Median Landscape	5,975.00
202417-dep-Westminister Garden Specific Plan & EIR	24,736.01
202418-FY23-26-Exp-Tutors,Student Engage,Live Scan	750.00
202419-Contract Law Enforcement-Tobacco Grant	1,318.41
202424- 100-2121/1433 Crestfield(Andres Duarte)	30,879.67
202503/1825-774Bev Recycle FY23-24 CCP-23-084 FY26	3,526.60
202511-Professional Svcs-ADA Curb Ramps	1,620.00
202513/100-1205-8030-Other Equip-River Bed Grant	175.00
Grand Total:	**313,991.62**

City of Duarte

MONTHLY FINANCIAL REPORT

Month Ended September 30, 2024
(25.0% of FY 2024-25 Completed)

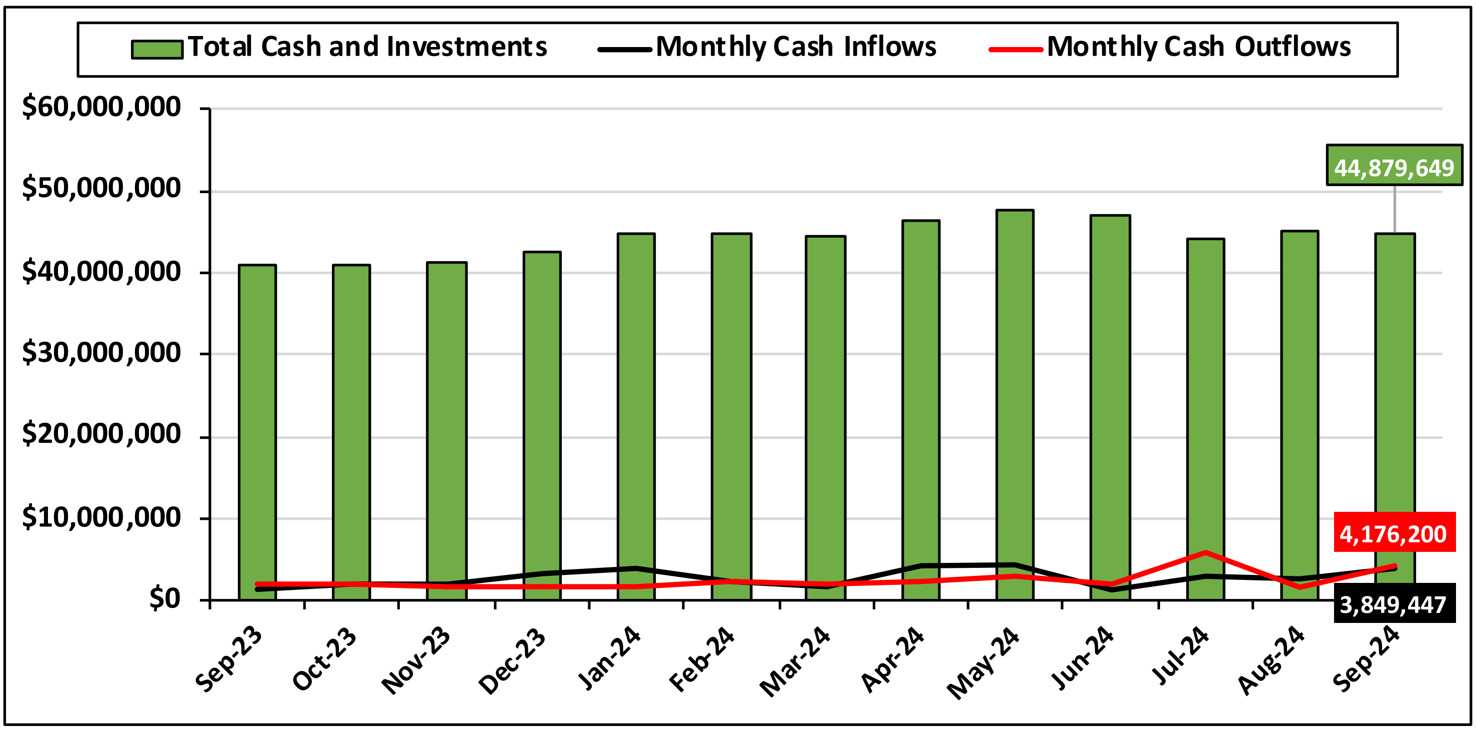
Contents	Page #

CITY OF DUARTE

Treasury Report - Monthly Activity & Balances

Month Ended September 30, 2024

MONTHLY ACTIVITY	Bank*	LAIF*	Total
Beginning Balance (9/01/2024)	$6,899,771	$38,306,631	**$45,206,402**
Cash Inflows			
Receipts	$1,849,447	$2,000,000	**$3,849,447**
Transfers In	$0	$0	**$0**
Total Cash Inflows	$1,849,447	$2,000,000	**$3,849,447**
Cash Outflows			
Disbursements	$4,176,200	$0	**$4,176,200**
Transfers Out	$0	$0	**$0**
Total Cash Outflows	$4,176,200	$0	**$4,176,200**
Net Activity	($2,326,752)	$2,000,000	**($326,752)**
Ending Balance (9/30/2024)	**$4,573,018**	**$40,306,631**	**$44,879,649**

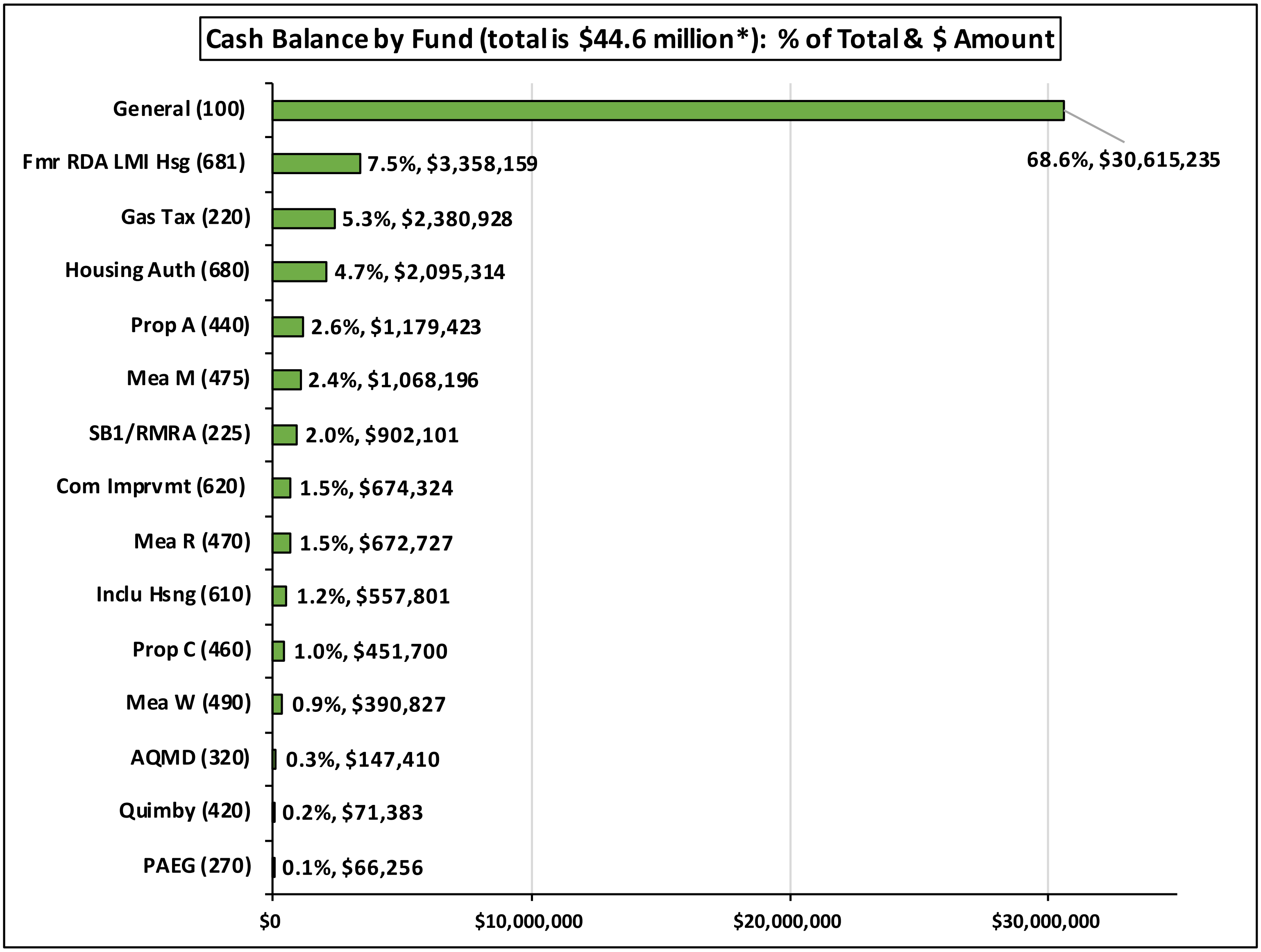


*The "Bank" balance refers to the balance in the City's primary checking account. The "LAIF" balance refers to the City's investment balance with the Local Agency Investment Fund, which is part of the State of California's Pooled Money Investment Account and administered by the California State Treasurer.

CITY OF DUARTE

Treasury Report - Cash Balance by Fund

Month Ended September 30, 2024



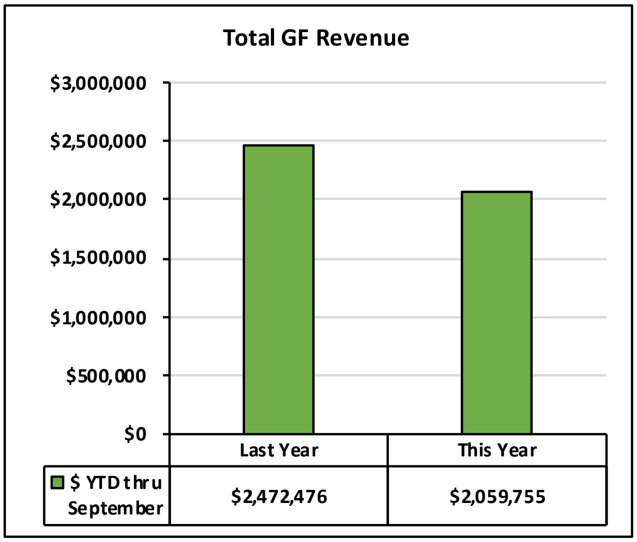
*Source: City of Duarte general ledger. Note that the total cash balance as shown in the City's general ledger is not equal to the combined ending "Bank" and "LAIF" balances shown on the previous page. Because certain transactions are reflected at different times in the general ledger as compared to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

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

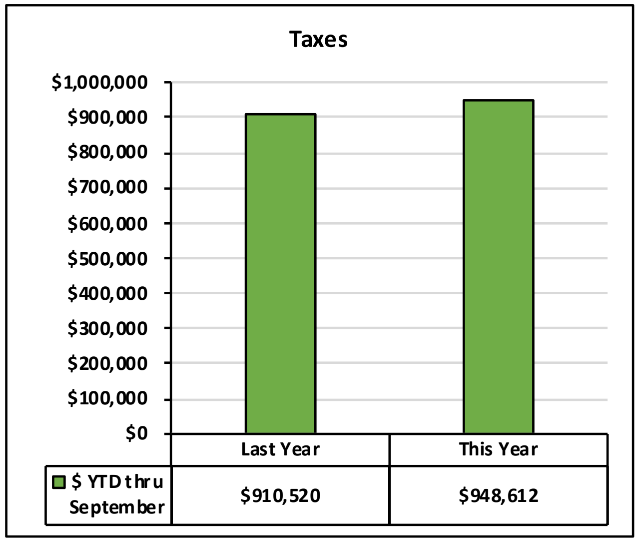
CITY OF DUARTE

General Fund Revenue by Category & Major Sources

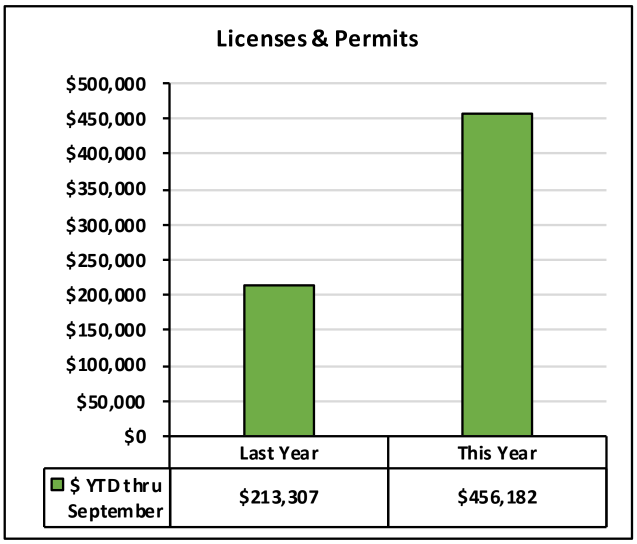
FY 2024-25 Year-to-Date Through September versus Prior Year



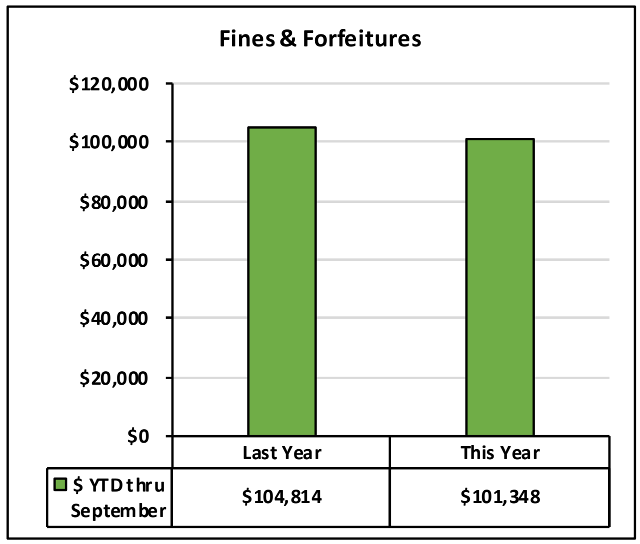
	Last Year	This Year
$ YTD thru September	$2,472,476	$2,059,755



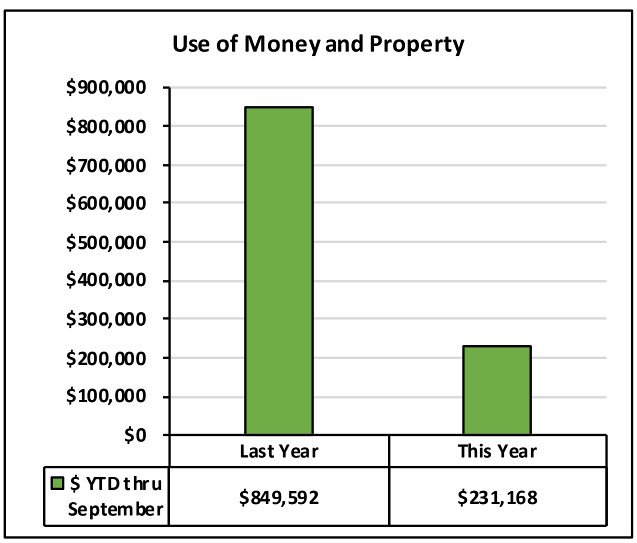
	Last Year	This Year
$ YTD thru September	$910,520	$948,612



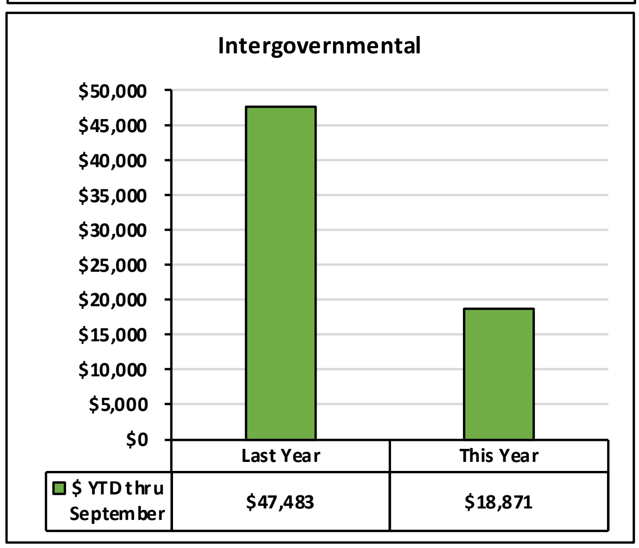
	Last Year	This Year
$ YTD thru September	$213,307	$456,182



	Last Year	This Year
$ YTD thru September	$104,814	$101,348



	Last Year	This Year
$ YTD thru September	$849,592	$231,168

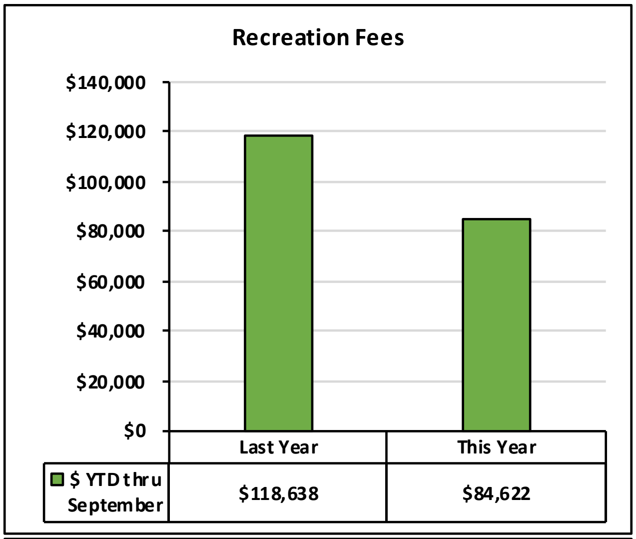


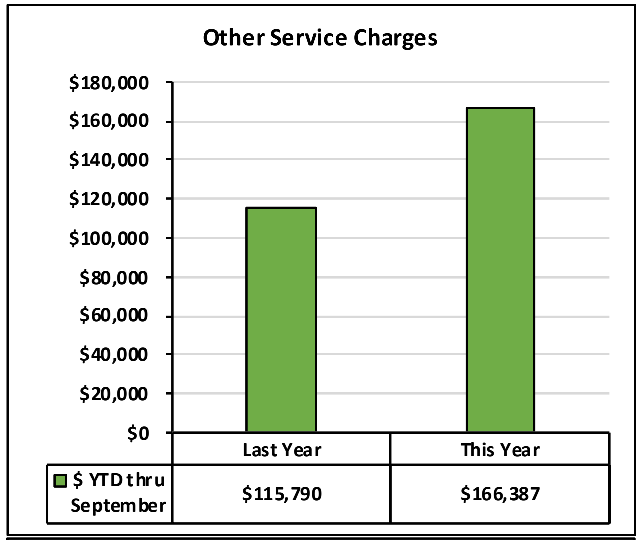
	Last Year	This Year
$ YTD thru September	$47,483	$18,871

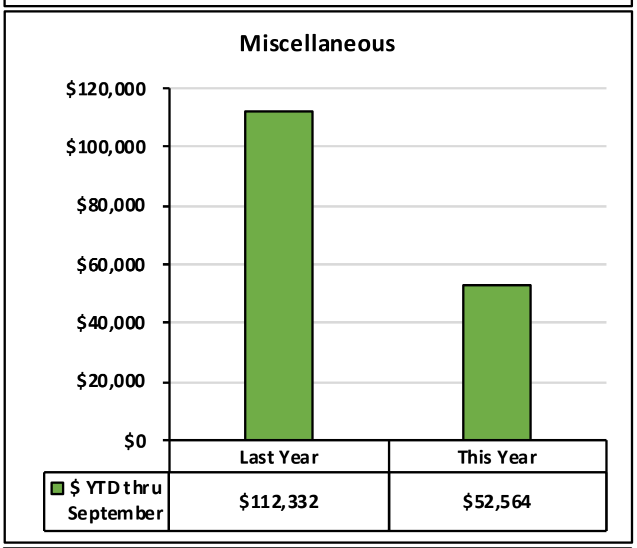
CITY OF DUARTE

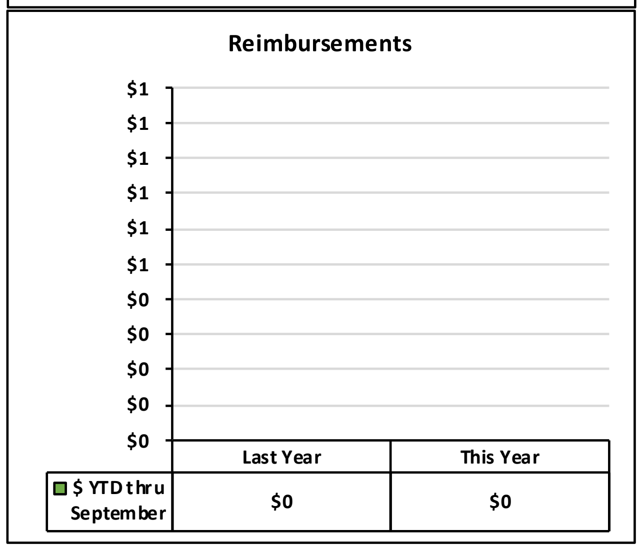
General Fund Revenue by Category & Major Sources

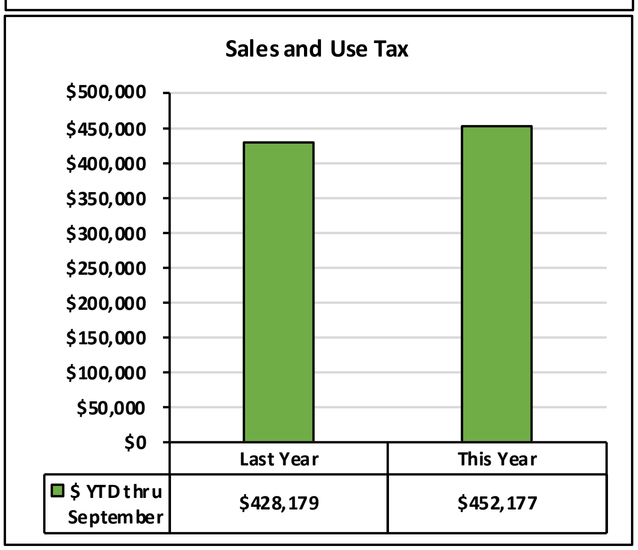
FY 2024-25 Year-to-Date Through September versus Prior Year

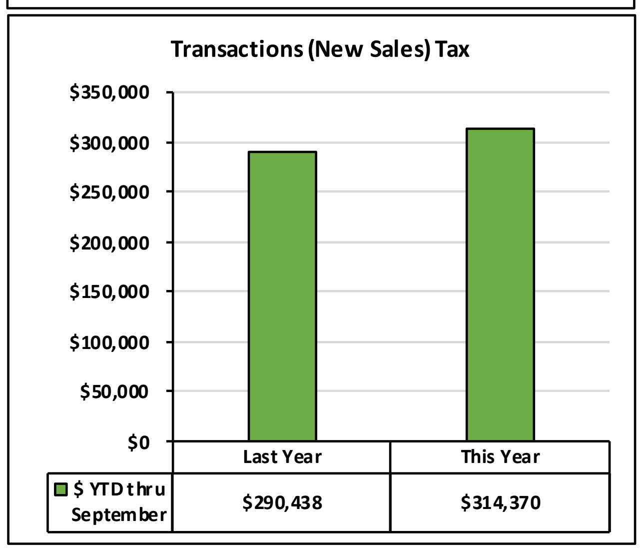


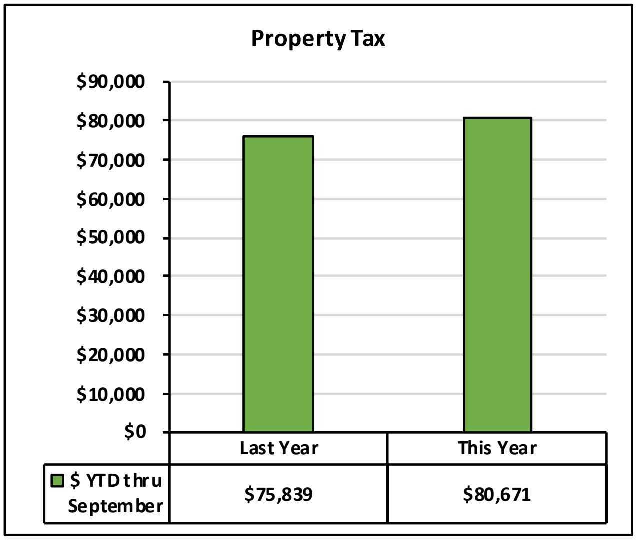




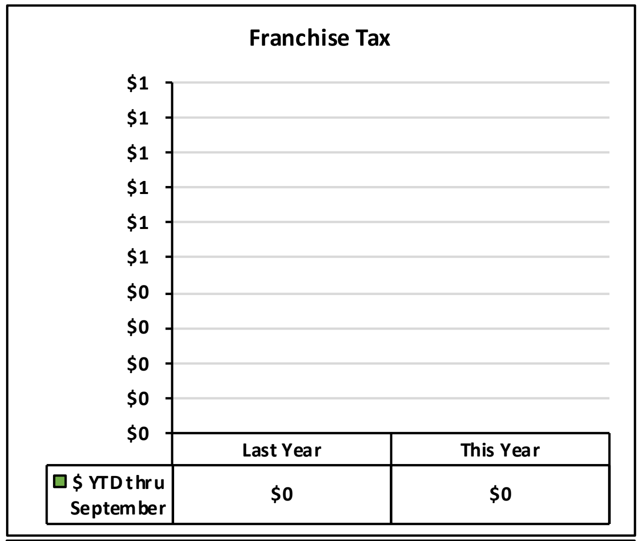




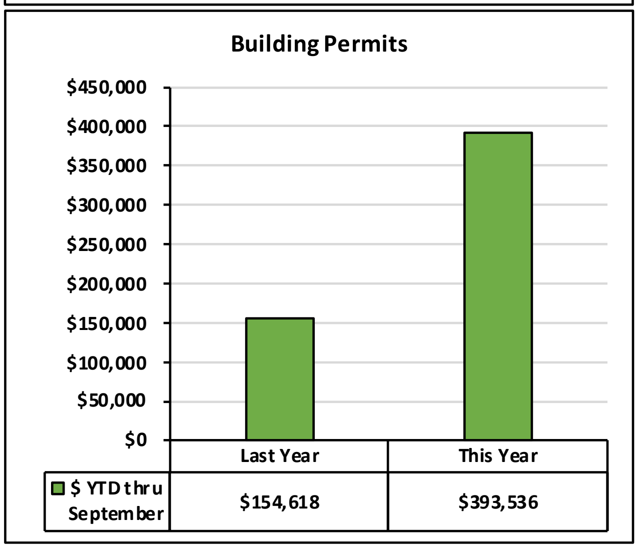




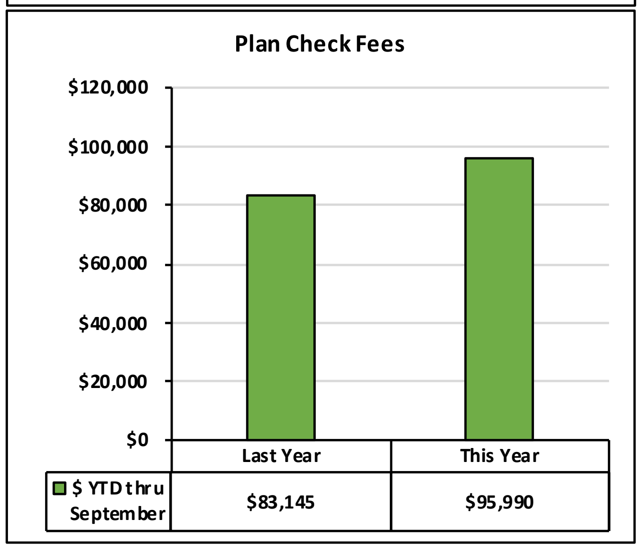
Property Tax
$90,000
$80,000
$70,000
$60,000
$50,000
$40,000
$30,000
$20,000
$10,000
$0
Last Year
This Year
$ YTD thru September
$75,839
$80,671



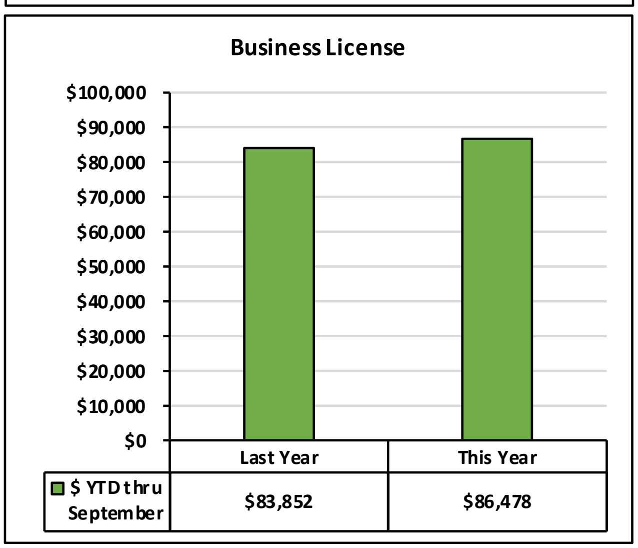
Franchise Tax
$1
$0
Last Year
This Year
$ YTD thru September
$0
$0



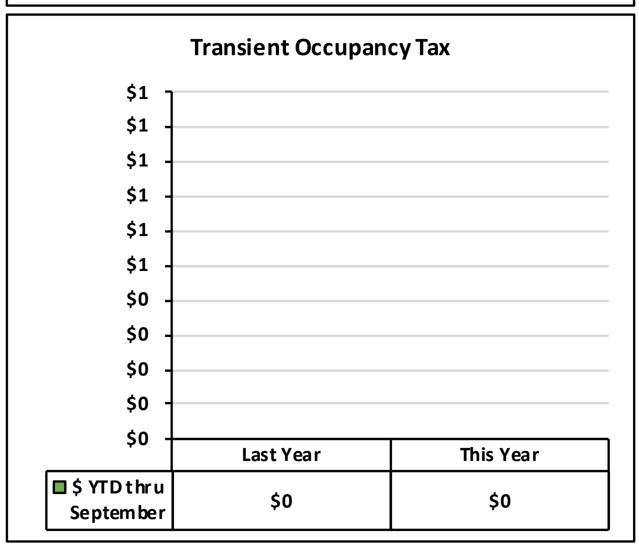
Building Permits
$450,000
$400,000
$350,000
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$0
Last Year
This Year
$ YTD thru September
$154,618
$393,536



Plan Check Fees
$120,000
$100,000
$80,000
$60,000
$40,000
$20,000
$0
Last Year
This Year
$ YTD thru September
$83,145
$95,990



Business License
$100,000
$90,000
$80,000
$70,000
$60,000
$50,000
$40,000
$30,000
$20,000
$10,000
$0
Last Year
This Year
$ YTD thru September
$83,852
$86,478



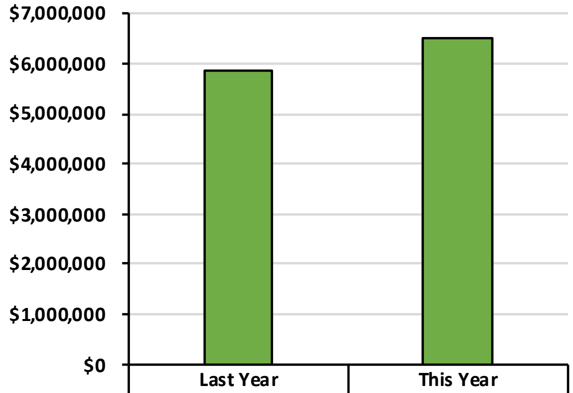
Transient Occupancy Tax
$1
$0
Last Year
This Year
$ YTD thru September
$0
$0

CITY OF DUARTE

General Fund Expenditures by Category & Division

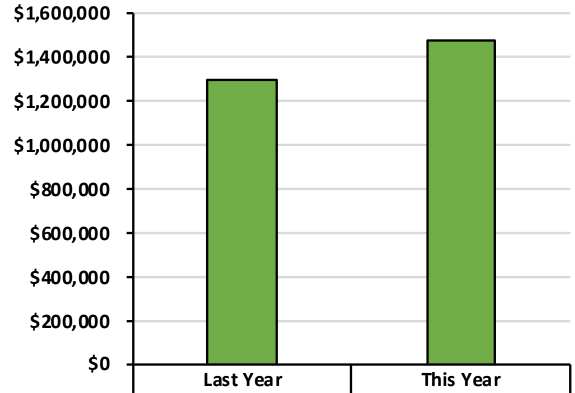
FY 2024-25 Year-to-Date Through September versus Prior Year

Total GF Expenditures



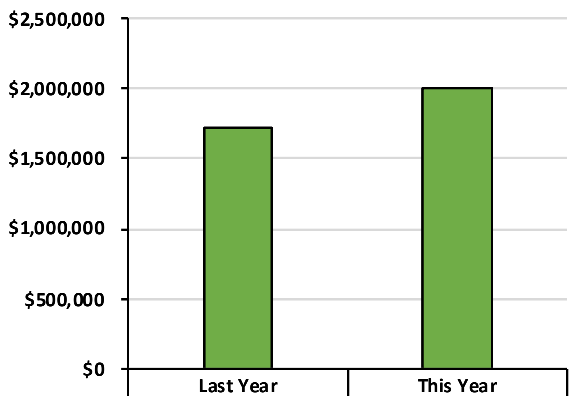
	Last Year	This Year
$ YTD thru September	$5,877,680	$6,525,836

Personnel-Salaries



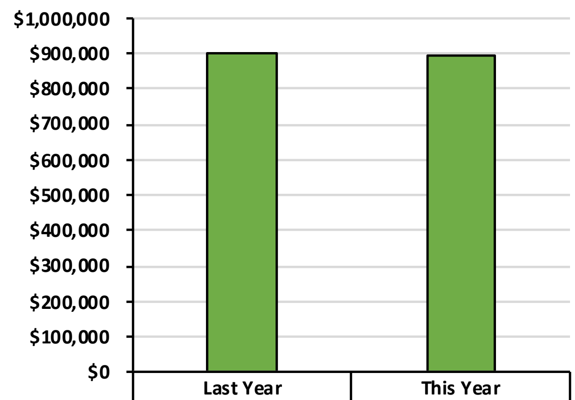
	Last Year	This Year
$ YTD thru September	$1,294,359	$1,474,739

Personnel-Nonsalary



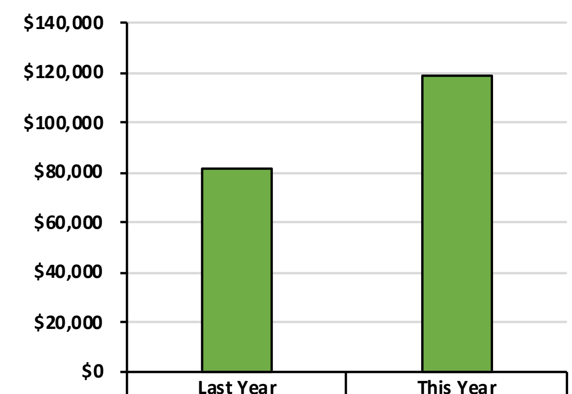
	Last Year	This Year
$ YTD thru September	$1,725,749	$1,996,332

Sherriff Contract



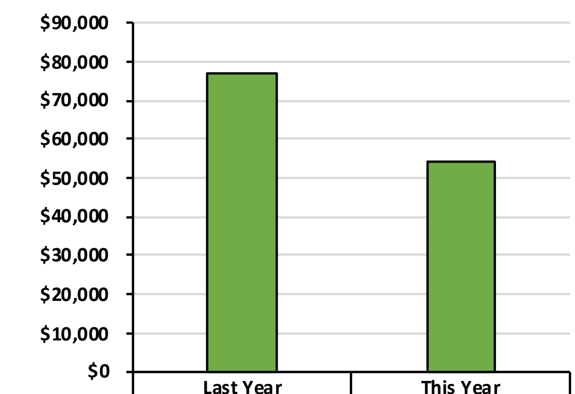
	Last Year	This Year
$ YTD thru September	$902,093	$891,960

Building Dept Services



	Last Year	This Year
$ YTD thru September	$81,579	$118,809

Legal Services

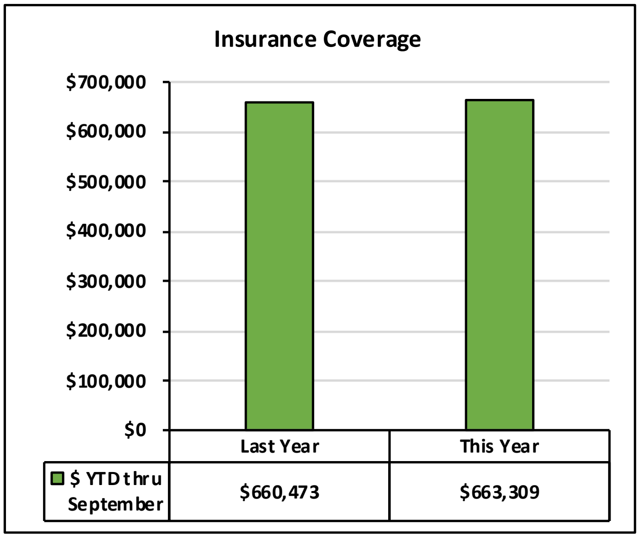


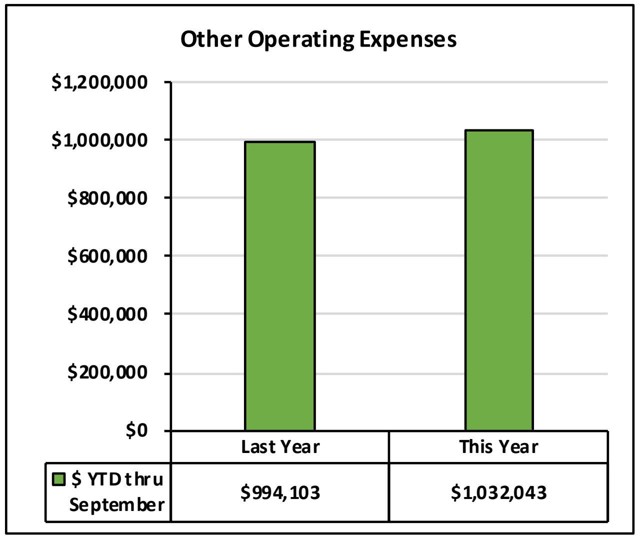
	Last Year	This Year
$ YTD thru September	$77,052	$54,335

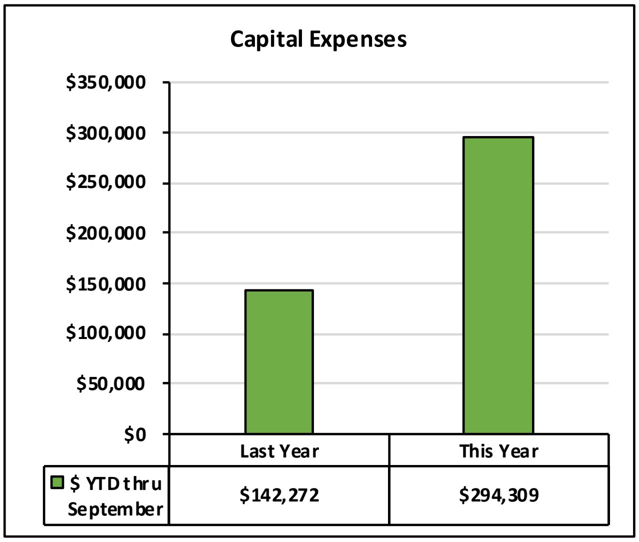
CITY OF DUARTE

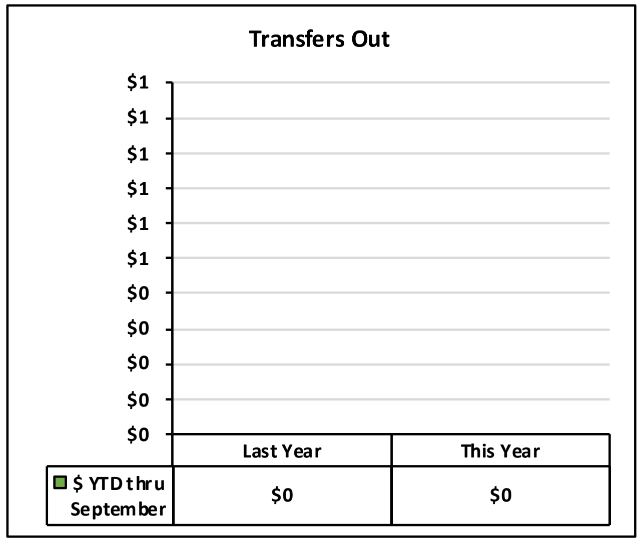
General Fund Expenditures by Category & Division

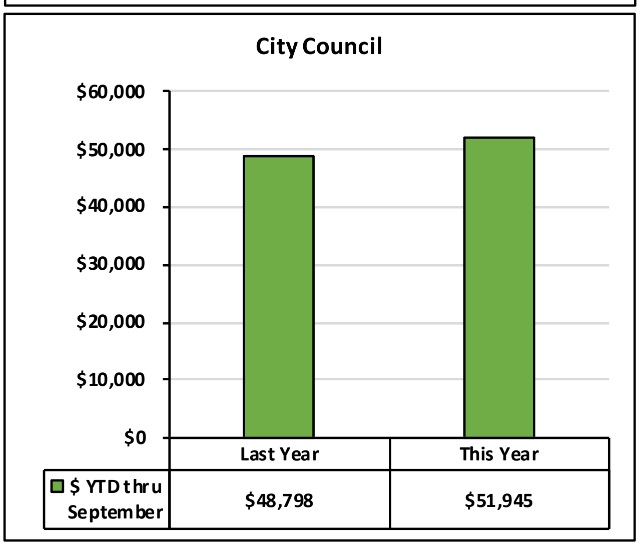
FY 2024-25 Year-to-Date Through September versus Prior Year

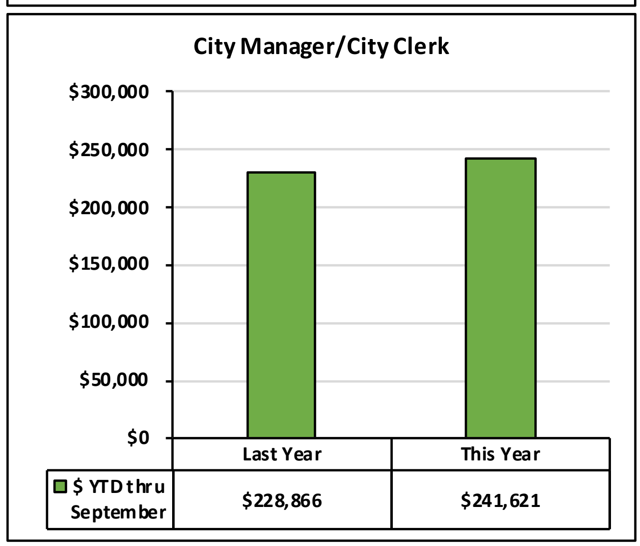










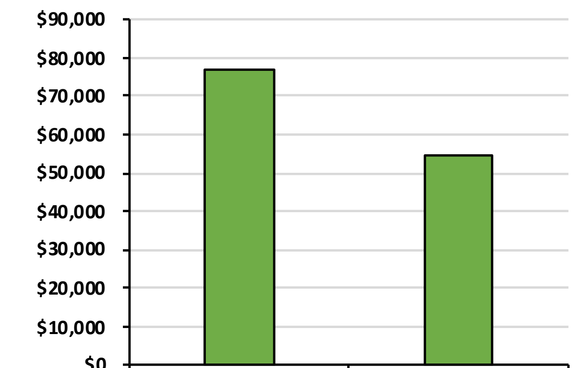


CITY OF DUARTE

General Fund Expenditures by Category & Division

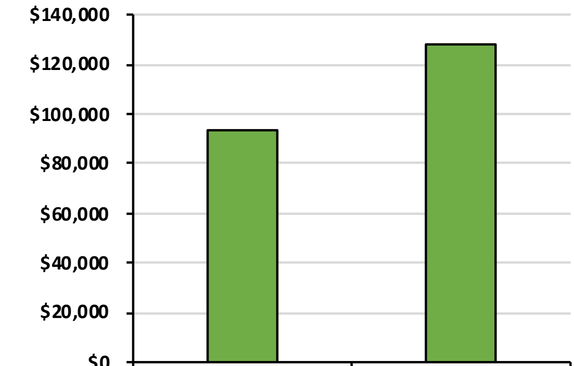
FY 2024-25 Year-to-Date Through September versus Prior Year

Legal Services



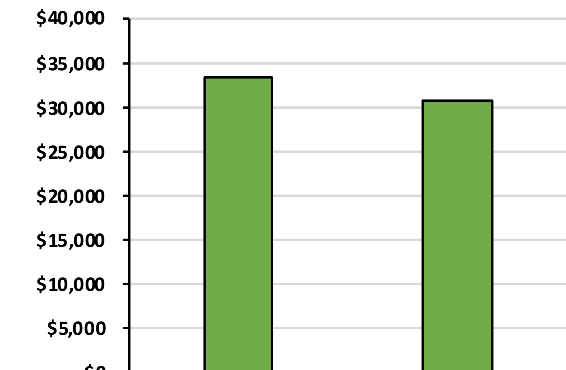
	Last Year	This Year
$ YTD thru September	$77,052	$54,335

Community Promotions



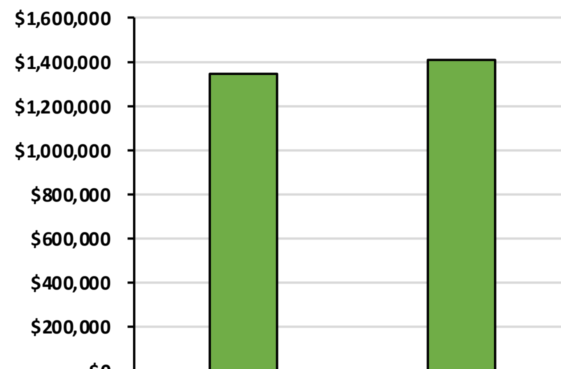
	Last Year	This Year
$ YTD thru September	$93,012	$128,019

Memberships



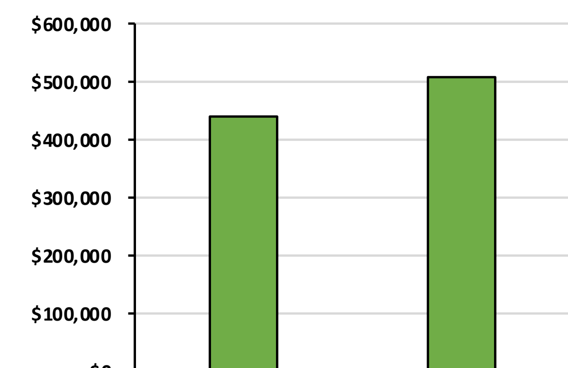
	Last Year	This Year
$ YTD thru September	$33,354	$30,696

Public Safety



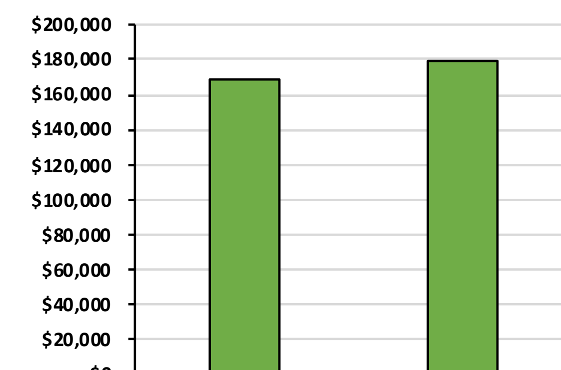
	Last Year	This Year
$ YTD thru September	$1,343,563	$1,406,863

Community Development



	Last Year	This Year
$ YTD thru September	$439,047	$507,434

Field Services



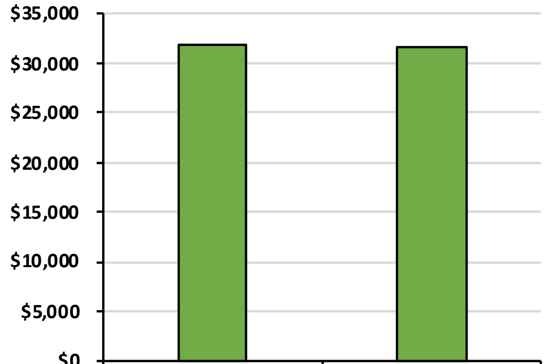
	Last Year	This Year
$ YTD thru September	$168,169	$178,890

CITY OF DUARTE

General Fund Expenditures by Category & Division

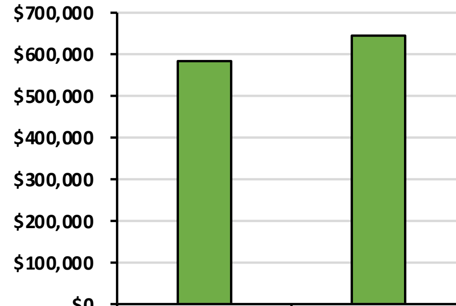
FY 2024-25 Year-to-Date Through September versus Prior Year

Sports Park



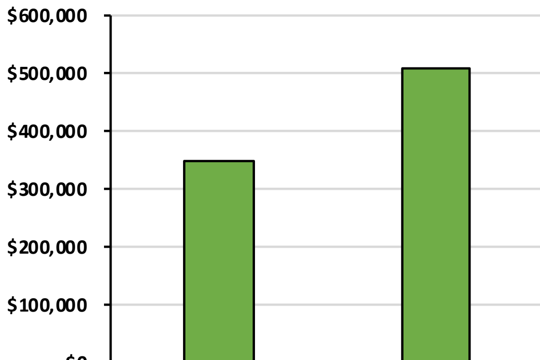
	Last Year	This Year
$ YTD thru September	$31,872	$31,553

Parks & Recreation



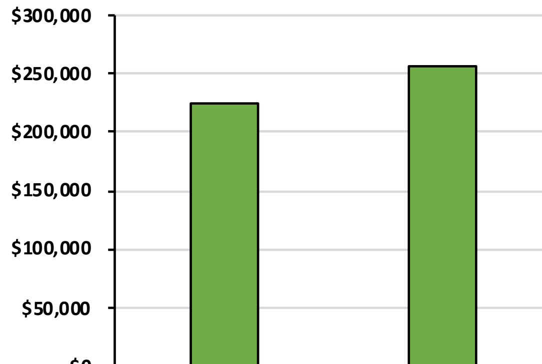
	Last Year	This Year
$ YTD thru September	$584,564	$647,721

Facilities Maintenance



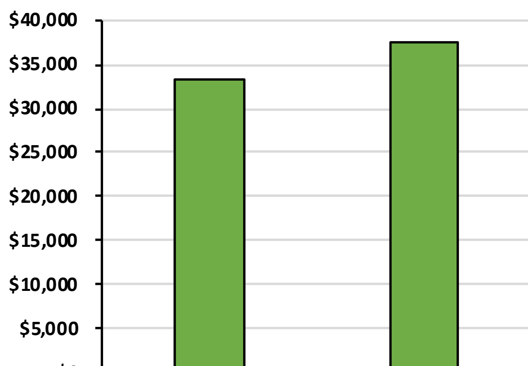
	Last Year	This Year
$ YTD thru September	$347,906	$507,132

Finance



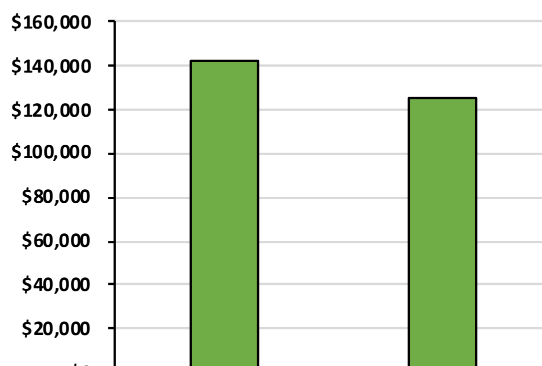
	Last Year	This Year
$ YTD thru September	$224,249	$256,884

Personnel



	Last Year	This Year
$ YTD thru September	$33,241	$37,424

Information Technology

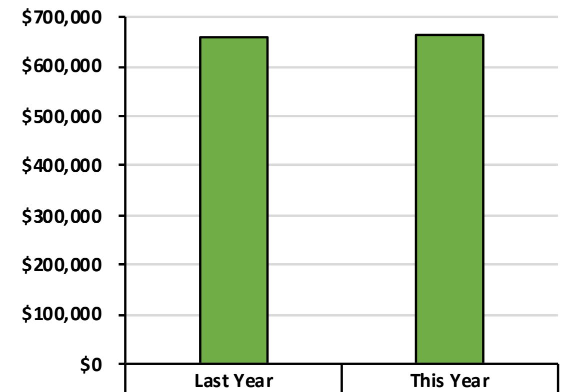


	Last Year	This Year
$ YTD thru September	$141,412	$124,630

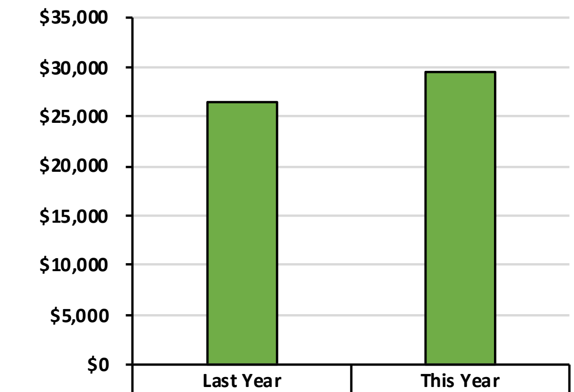
CITY OF DUARTE

General Fund Expenditures by Category & Division

FY 2024-25 Year-to-Date Through September versus Prior Year



	Last Year	This Year
$ YTD thru September	$659,875	$663,309



	Last Year	This Year
$ YTD thru September	$26,581	$29,430

CITY OF DUARTE

Total Revenue, Expenditures, Transfers, and Year-to-Date Surplus/(Deficit) by Fund

FY 2024-25 Year-to-Date Through September

Fund #	Fund Name	Beginning Fund Balance	Revenue	Transfers In	Expenditures	Transfers Out	Surplus / (Deficit)	Ending Fund Balance
100	General	24,640,481	2,059,755	0	6,525,836	0	(4,466,082)	20,174,399
220	Gas Tax	2,149,582	125,234	0	65,128	0	60,106	2,209,688
225	SB1/RMRA	842,668	53,425	0	1,760	0	51,665	894,333
240	Lghtng & Lndscpng	71,945	0	0	358,672	0	(358,672)	(286,726)
260	CDBG	0	0	0	1,440	0	(1,440)	(1,440)
270	PAEG	41,268	0	0	0	0	0	41,268
290	Supp Law Enfrcmnt	0	0	0	43,855	0	(43,855)	(43,855)
300	Bike & Ped Safety	0	0	0	0	0	0	0
320	Air Quality (AQMD)	150,835	7,669	0	9,297	0	(1,628)	149,207
400	Park Development	(18,808)	0	0	5,695	0	(5,695)	(24,503)
420	Quimby	68,861	0	0	0	0	0	68,861
440	Prop A	948,893	154,378	0	82,881	0	71,497	1,020,390
460	Prop C	260,957	128,032	0	62,284	0	65,748	326,705
470	Mea R	652,248	94,881	0	0	0	94,881	747,129
475	Mea M	1,081,960	107,344	0	0	0	107,344	1,189,303
490	Mea W	342,985	0	0	57,879	0	(57,879)	285,105
520	Town Cntr Debt Serv	0	0	0	0	0	0	0
521	Infra Mod Debt Srv	0	0	0	220,837	0	(220,837)	(220,837)
610	Inclusionary Hsng	538,092	0	0	0	0	0	538,092
620	Community Impr	811,851	0	0	0	0	0	811,851
625	STPL	0	0	0	0	0	0	0
680	Housing Auth	2,053,300	0	0	11,994	0	(11,994)	2,041,306
681	Fmr RDA L/M Hsg	4,100,079	0	0	0	0	0	4,100,079
Total - All Funds		**38,737,195**	**2,730,718**	**0**	**7,447,559**	**0**	**(4,716,841)**	**34,020,355**

PUBLIC SAFETY STATUS REPORT
November 2024

PROJECT/PROGRAM	STATUS
L.A. COUNTY SHERIFF'S DEPARTMENT	
1. Part 1 Crimes	Our current Part 1 crime rate has **decreased by 6.1%**, with 20 fewer incidents compared to the same period last year. Notable contributors to this decline include significant reductions in larceny thefts and aggravated assaults. While this positive trend is encouraging, we remain committed to further reducing robberies and burglaries as part of our ongoing efforts to lower the overall Part 1 crime rate.
2. Special Assignment Team	Our Special Assignment Team is committed to enhancing the safety and security of our local businesses. We will be focusing our bicycle patrols around businesses on Huntington Drive and Buena Vista to engage with individuals who are loitering and to deter anyone who may be attempting to target unattended vehicles. In addition, our team will conduct extended late-night and overnight patrols along Huntington Drive. These efforts are focused on preventing commercial burglaries and ensuring a safer environment for our business community.
3. Neighborhood Watch	Our dedicated Public Safety team has been actively engaging with Neighborhood Watch block captains, providing them with detailed, area-specific crime data. By focusing on these well-defined areas, we ensure that the information is both relevant and actionable, allowing law enforcement to tailor their strategies more effectively. This approach also empowers block captains to address specific concerns within their communities. Recently, a Neighborhood Watch meeting was held on the 2500 block of Westvale Ct, where residents were educated on recent crime trends and encouraged to embrace community policing efforts to reduce overall crime. On November 20th, from 4 PM to 6 PM, Public Safety will be hosting a Salsa and Chips with the Deputy event at El Cantón De La Patrona. This late afternoon gathering is a great opportunity for community members to stop by after work, enjoy some snacks, and connect with local law enforcement in a relaxed setting.

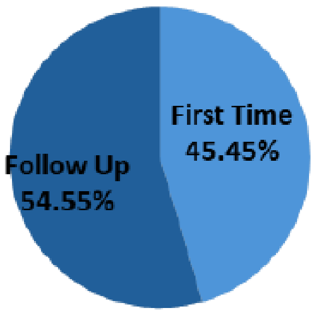
PROJECT/PROGRAM	STATUS
MEASURE H and OUTREACH COORDINATION	
1. Outreach Coordinator	Tony Hadloc, the Outreach Coordinator, has been serving in this position since August 2018. According to his unofficial homeless count for the month, there are **5 individuals experiencing homelessness**. Count Criteria includes three or more contacts in a 2-week period to make the list, six weeks of no contact falls off the list. Over the course of this month, Tony Hadloc has had 62 interactions with individuals facing homelessness, providing them with essential services and information regarding Duarte Regulations. Emily Lepone, our dedicated Code Enforcement Officer, assumed her role on October 3, 2022. Since then, she has diligently overseen the enforcement of regulations related to outdoor camps, shopping carts, park rules, public right-of-way violations, and nuisances in both commercial and residential areas. Her proactive initiatives have yielded significant results, including the protection of vacant businesses and their utilities, as well as safeguarding occupied businesses from utility theft. Currently, Emily is focusing on the 1100 block of Huntington Drive, which includes businesses such as FedEx, Habit, Chase, and McDonald's. Her efforts in this area aim to maintain compliance and ensure a safe and orderly environment for both businesses and the community.
2. L.A. CADA	The L.A. CADA High Acuity Team, which focuses on assisting individuals who have been experiencing homelessness for over a year, began its operations in the City of Duarte on August 2, 2022. The L.A. CADA Supplemental Team, dedicated to helping those who are newly homeless or at risk of homelessness, started their work in the city on September 22, 2022. In September 2024, these two teams merged, resulting in significant changes to their operations. Previously, each team served Duarte one day per week, providing coverage for a total of two days a week. However, with the merger, they can now respond to referrals from the city and conduct active patrols up to five days a week. As a result, reporting for the High Acuity Team is still being fine-tuned to reflect these operational changes. During this reporting period, the Supplemental Team engaged with 22 individuals, 10 of whom were first-time encounters and 12 follow-ups. With 1 individual(s) who refused supportive services. The primary areas with the highest number of encounters were identified as 7-11 at Huntington and Las Lomas, The Habit, Mt Olive and Huntington and the Duarte Train Station.

PROJECT/PROGRAM	STATUS
3. 2024 LAHSA Official Homeless Count	Duarte – 20 (26 in 2023) Monrovia – 50 Azusa – 103 Irwindale – 298 Baldwin Park – 212
<u>EMERGENCY PREPAREDNESS</u>	
1. Emergency Operations Center (EOC)	Thanks to a grant from Senator Rubio, the Public Safety Department has acquired a drone to enhance aerial coverage of the riverbed area. This new resource will support daily operations and play a crucial role in emergency situations, such as major storms. The drone is equipped to broadcast public announcements, helping us alert and evacuate individuals in the riverbed, and its thermal imaging capabilities allow us to identify anyone who may still be in the area. Currently, two certified pilots within the Public Safety Department are trained to operate the drone, ensuring it can be deployed effectively when needed. This addition represents a significant step forward in our commitment to community safety and preparedness.


OCTOBER
2024
SPREAD
LOVE
PUBLIC SAFETY
CITY OF DUARTE
CITY OF DUARTE
HALLOWEEN HOWL

DUARTE

SUPPLEMENTAL SERVICES OCTOBER REPORT



STATS OVER THE PAST MONTH

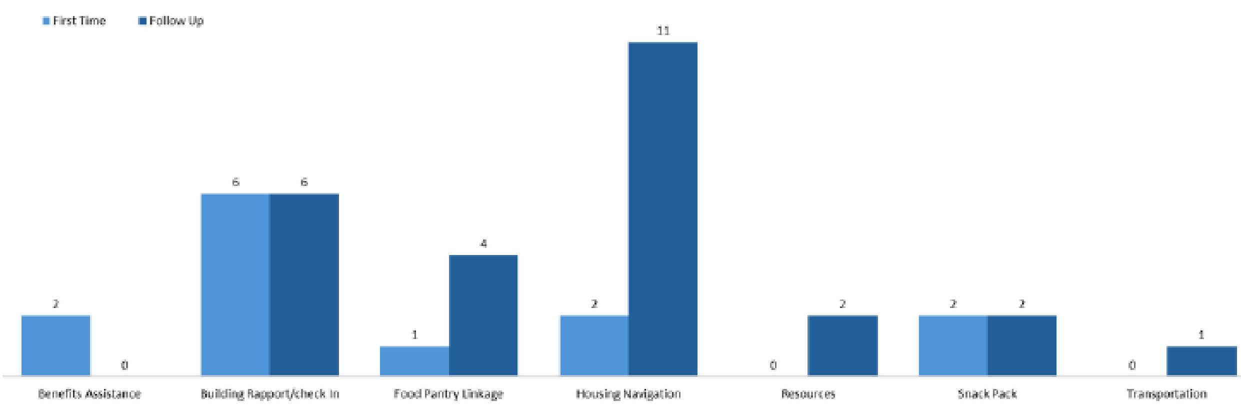
According to our data collected on 10/01/2024 to 10/31/2024, we made **22 engagements of which 10 were first time engagements, 12 follow up engagements with 1 engagement refusing supportive services.**

HIGHLIGHT

- Team linked 5 individuals to food pantry services at Shepherd's Pantry.
- Team provided 13 housing navigation services.

FUTURE GOALS

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



Locations with the highest amount of encounters this month:

7-11/ LAS LOMAS	**CITY OF HOPE TRAIN STATION**	**DEL TACO**	**MT OLIVE/ HUNTINGTON**

ENGAGED: MADE CONTACT WITH THE CLIENT
ENROLLED: THE CLIENT WAS OFFICIALLY ASSESSED AND SIGNED UP/ENTERED INTO A PROGRAM, INTAKE WAS COMPLETED (EXAMPLE: HOUSING NAVIGATION)
REFERRED: THE CLIENT WAS DIRECTED TO/PROVIDED A SUPPORTIVE SERVICE OR RESOURCE TO ADDRESS A PARTICULAR NEED, BUT NOT YET LINKED
LINKED: THE CLIENT MADE ACTUAL CONTACT WITH/CONNECTION TO THE REFERRAL AND RECEIVING THE SERVICE OR RESOURCE; OR A CLIENT IS LINKED TO HOUSING BUT THAT DOES NOT NECESSARILY MEAN THEY'VE MOVED INTO THAT HOUSING PLACEMENT YET
PLACEMENTS: THE CLIENT OFFICIALLY MOVED INTO AN INTERIM OR PERMANENT HOUSING SITE

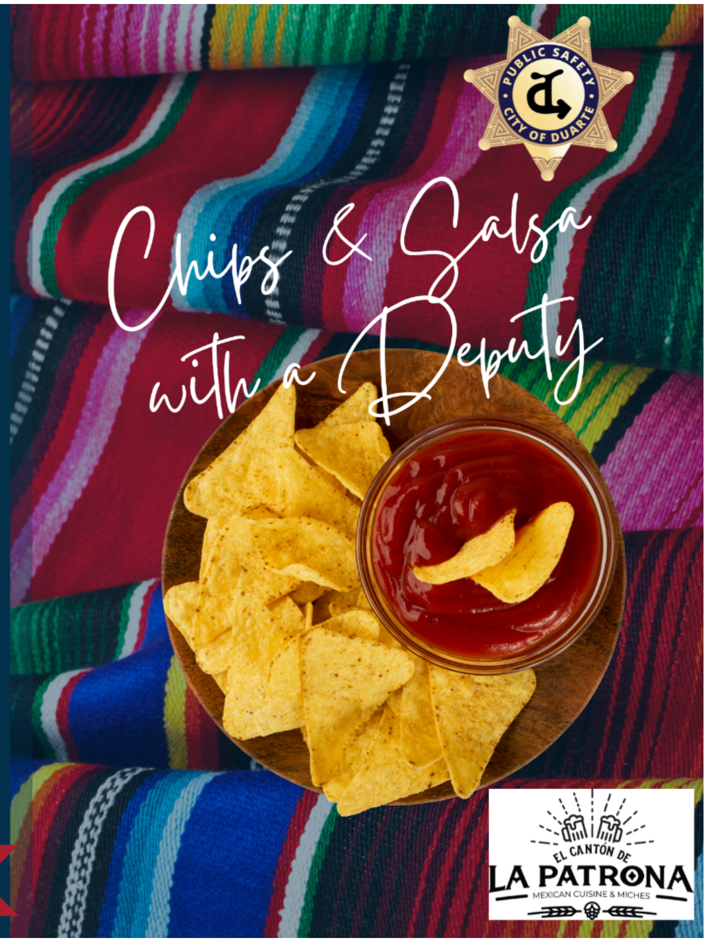
MEET LAW ENFORCEMENT PERSONNEL

WED. NOVEMBER 20
4-6 PM

El Cantón de La Patrona
1164 E. Huntington Dr.
Duarte, CA 91010

For questions please call
(626) 359-5671 ext. 316

Free Chips & Salsa



MEMORANDUM

TO: Mayor and Councilmembers

FROM: Annette Juarez, City Clerk

DATE: November 26, 2024

SUBJECT: **APPROVAL OF CITY COUNCIL EXPENSES**

Councilmember Margaret Finlay

October 26, 2024 - Purchase of ticket for Duarte Kiwanis Installation Dinner

Total: $30.00

Councilmember Cesar Garcia

October 26, 2024 - Purchase of ticket for Duarte Kiwanis Installation Dinner

Total: $30.00

Agenda Item: **7.H.**

AGENDA REPORT

MEETING DATE:	November 26, 2024
TO:	Mayor and Members of the City Council
FROM:	Craig Hensley, Community Development Director
BY:	Marvin Carpio, Assistant Civil Engineer
SUBJECT:	Award of Contract for Professional Design Services for the Completion of the Plans, Specifications and Cost Estimate for the FY 24-25 Street Rehabilitation Project
RECOMMENDATION:	It is recommended that the City Council authorize the City Manager to sign a Professional Services Agreement with Elie Farah Inc. for the FY 24-25 Street Rehabilitation Project Design in the amount of $33,800.00
FISCAL IMPACT:	This project was included in the adopted FY 2024-25 budget and will be funded by Measure M

BACKGROUND

The Public Works Division updates the Pavement Management Program every three years. This year, the citywide pavement study was conducted by Bucknam Infrastructure Group to provide the City with a pavement management study. The pavement management study reviewed each street in the City and provides a pavement condition index (PCI) for each segment of roadway to assist City staff in determining an optimized priority maintenance and rehabilitation strategy based on a cost/benefit analysis.

The Fiscal Year 24-25 Street Rehabilitation Project consists of the following street segments:

1. Bloomdale St from Bradbury Ave to Broadland Ave
2. Bloomdale St from Mountain Ave to Park Rose Ave
3. Bradbury Ave from Central Ave to Huntington Dr
4. Capehart Ave from Broach Ave to Broadland Ave
5. Hurlock Ave from Galen St to Broach Ave
6. Hurstview St from Broach Ave to Mountain Ave
7. Kellwill Wy from Warrington Ave to Bradbury Ave
8. Maynard Dr from Bradbury Ave to Broadland Ave

9. Maynard Dr from Park Rose Ave to End of Street
10. Park Rose Ave from Maynard Dr to End of Street
11. Galen St from Buena Vista St to End of Street
12. Starhaven St from Buena Vista St to End of Street
13. Tuckaway Ln from Buena Vista St to End of Street
14. Wardell Ave from Hurstview St to Duarte Rd
15. Warrington Ave from Hurstview St to Duarte Rd
16. Park Rose Ave from Hurstview St to Duarte Rd
17. Citrus View Ave from Hurstview to Duarte Rd
18. Bradbury Ave from Broach Ave to Duarte Rd

DISCUSSION/ANALYSIS

The scope of the services for this project includes professional design services for the preparation of plans, specifications and cost estimates (PS&E) of the FY 24-25 Street Rehabilitation Project. This work requires records research, field review, coordination with utility agencies to identify existing infrastructure and advance notice of the proposed work to avoid cutting into newly paved streets during the moratorium period for planned repairs.

Elie Farah Inc. (EFI) submitted a proposal to provide the abovementioned services. EFI has provided professional design engineering services for the City for a number of projects in the past, including previous Street Rehabilitation Projects. EFI has extensive knowledge of the City's needs for a project like this and is well qualified to complete the project.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to sign a Professional Services Agreement with Elie Farah Inc. for the FY 24-25 Street Rehabilitation Project Design in the amount of $33,800.00.

FISCAL IMPACT

This project was included in the adopted FY 2024-25 budget and will be funded by Measure M.

ATTACHMENT

Attachment A: Professional Services Agreement with Elie Farah Inc.

Fiscal Review:

Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:

Brian Villalobos
City Manager

Attachment A

[Please see next page]

CITY OF DUARTE
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") is made and effective as of ____________________ ("**Effective Date**"), by and between the City of Duarte ("**City**"), and Elie Farah Inc., a California S-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 Design services 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 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 other 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 Public Work Manager 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 **Elie Farah**, who shall have the authority to make all decisions for Consultant and bind Consultant to the terms of this Agreement.

5. COMPENSATION

A. City agrees to pay Consultant an amount not to exceed $33,800.00, based on the Scope of Services set forth in <u>Exhibit A</u>.

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 <u>Exhibit A</u>. 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) e-mailing the notice to the e-mail addresses as set forth below:

If to City:	City of Duarte 1600 Huntington Drive Duarte, CA 91010 Attn: Marvin Carpio Email: mcarpio@accessduarte.com
If to Contractor:	Elie Farah Inc. 1593 Liberty Dr Corona, CA 92881 Attn: Elie Farah Email: efarah@eliefarahinc.com

GOVERNING LAW; ATTORNEYS' FEES; LITIGATION MATTERS

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

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

Elie Farah Inc.

By: Elie Farah________________

Its: President

Date: 10-21-2024

ATTEST

____
Annette Juarez, City Clerk

Date: ____________________________

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

____
Thai Viet Phan, City Attorney

Date: ____________________________

EXHIBIT A

Scope of Services

[Proposal on following page.]

Elie Farah Inc.
Certified Small Business Enterprise #1443340
Civil and Traffic Engineering
Land Surveying & Construction Management
RCE 42080, TR 1926, LS 8258,
QSD/QSP 21962, REB1095310
1593 Liberty Drive, Corona, CA. 92881
Tel. (951)-898-0772
email: efarah@eliefarahinc.com
Web: Eliefarahinc.com

October 21, 2024

Ms. Stephanie Sandoval — Via email
Public Works Manager
City of Duarte,
Department of Public Works
1600 Huntington Dr
Duarte, CA 91010
(626)-357-7931 T

Subject: Proposal for the Professional Design Services For FY 24-25 Street Rehabilitation Project in the City of Duarte

Dear Ms. Sandoval:

Per your request, Elie Farah, Inc. (EFI) is pleased to submit this proposal for providing Professional Civil Engineering Services for the above-referenced project. This estimate is for the preparation of field work and design services.

We look forward to having the opportunity to discuss our qualifications and approach in a greater detail.

This RFP is Valid for 120 days from letterhead date.

Should you have any questions or need additional information, Please call me at (951) 898-0772.

Sincerely,
Elie Farah, Inc.

Elie Farah, MS, PE, PLS, TE, QSD/QSP
Principal Engineer

Purpose, Scope of Work and Fee

The plans would cover various local streets within the City of Duarte shown in the "List of Streets" and "Project Area Map" attached hereto as Exhibit "A" and Exhibit "B" respectively.

SCOPE OF WORK:

The scope of services includes:

A. Project Management/Meetings

EFI will prepare plans in conformance with City Standards, policies, and procedures. EFI will be responsible for maintaining continuous communication with the City Project Manager and ensure project delivery on schedule and within budget. EFI will attend a kick-off meeting with City staff to review project in detail, and determine requirements and procedures for design, ongoing review, and coordination. In consultation with City staff, EFI will determine relevant issues specific to the project, design standards, and funding limits.

Deliverables:
- ✓ Project schedule

A. Utility Notifications and Confirmation

EFI will contact all utility companies within the project limits and request current utility Atlas maps and as-built information. EFI will send current preliminary notices to utility companies in accordance with the City's procedures. Documentation of contacts and responses will be copied to the City. EFI will prepare utility notices and deliver them to the City for mailing under City letterhead. Utility lines will not be drawn on the street rehabilitation plans.

Deliverables:
- ✓ Spreadsheet log of notices sent to utility companies and responses received.

C. Records Research & Field Review

EFI will obtain available as-built drawings, survey data, and utility contact information from the City. Some documents available to review upon request during Request for Proposal (RFP) Phase. The research may include traffic signal plans, signing, striping, municipal improvements such as water and sewer as-built plans and/or atlases. EFI will verify known underground utilities to avoid conflicts with proposed improvements.

The City to provide EFI with all available record drawings for the street segments

Deliverables:
- ✓ Report potential conflicts between as-builds and existing conditions.

D. <u>Plans, Specifications and Cost Estimate</u>

EFI will submit plans, specifications, and cost estimates at levels of completion of approximately 60%, 90%, and 100%. City will provide review comments at all design stages. It is expected that 100% plans will be complete and include comments and input from all stakeholders.

Plans will conform to City standard plans and be prepared utilizing AutoCAD software. All plans will be signed by a registered Civil Engineer, as appropriate.

The product plan set is expected to include, but not limited to, the following:

- Title Sheet/Typical Sections/General Notes
- Construction Plans
- Signing and Striping Plans

The City will provide EFI with its boilerplate specifications and general technical provisions in the current version of Microsoft Word. EFI will be responsible for compiling the project specifications, signed by a Civil Engineer registered in the State of California, which are complete and ready for bidding purposes. EFI will use the latest edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments) and the City of Duarte Standards for this project.

Deliverables:

- ✓ Electronic version of plan submittals at 60%, 90%, and 100% completion milestones
- ✓ Two (2) full size copies of plans submittal at 100% completion (signed and stamp)
- ✓ One (1) full size set of record drawing mylars upon construction completion (As-Built Plans)
- ✓ Electronic files at every milestone (cost estimate must be in excel)
- ✓ One thumb drive or link containing final signed plans (PDF and AutoCAD format), specifications and estimate.

The plans will include streets resurfacing and necessary PCC improvements such as the repair of broken and off-grade curb and gutter, cross gutters, driveway approaches and updating of ADA ramps. The specifications and cost estimate will include bid items for mobilization/demobilization, traffic control, re-establishing of survey monuments including tie-outs, the adjusting of manholes, valves, and replacing of striping/marking.

In summary, EFI will provide all necessary services to the City for a complete PS&E bid package, which is approved by appropriate City Departments and other agencies as necessary, for the bidding of the project.

SCHEDULE

EFI will prepare the PS&E package within 60 working days from the contract execution date or written notice to Proceed.

FEES

FEES					
2024-2025 Street Rehabilitation Project					
TASK #	**TASK DESCRIPTION**	**HOURS**	**UNIT PRICE**	**COST**	**TOTAL PRICE**
1	RESEARCH,DATA COLLECTION, AS NEEDED GPS SURVEY FOR ALIGNMENT, AND FIELD MEASUREMENTS		LS	$9,800.00	$9,800.00
2	FIELD CONDITION ASSESSMENT		LS	$1,700.00	$1,700.00
3	STREET IMPROVEMENT PLANS 1"=40' SCALE FOR OVERLAY SEGMENTS APPROXIMATELY 14000 LF, (PLAN VIEW WITH DETAILS)		LS	$14,500.00	$14,500.00
4	STRIPING PLANS 1"=40' SCALE		LS	$2,500.00	$2,500.00
5	MEETINGS & COORDINATION (DESIGN PHASE)		LS	$800.00	$800.00
6	UTILITY NOTIFICATIONS & COORDINATION		LS	$800.00	$800.00
7	COST ESTIMATE & SPECIFICATIONS		LS	$1,800.00	$1,800.00
8	DIGITAL PLOTTING,PRINTING, AND PROCESSING		LS	$500.00	$500.00
9	AS BUILT AND MYLARS		LS	$1,400.00	$1,400.00
	DESIGN TOTAL COST			$33,800.00	$33,800.00

***Our proposal does not include (Exclusion):	
	SOILS/GEOTECHNICAL REPORTS
	TRAFFIC CONTROL PLANS. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PLANS TO CITY FOR APPROVAL AS NEEDED

The Project described above will be completed for a total fee of $33,800 for Items 1 thru 9**.**

Compliance with City’s Standard Contract and Insurance Requirements

EFI will execute City’s Standard Contract & comply with the contract and insurance requirements.

Exclusion:

- ✓ Any governmental agency fees, application fees, plan check fees, or any other fees that must be paid to any other parties.
- ✓ Obtaining signatures from other parties on plans, application forms, clearance documents, or other documents.
- ✓ Traffic Control Plans. Contractor shall comply with the WATCH Manual and the CAMUTCD traffic control requirements.
- ✓ The cost of any other professional services that may be required such as, but not limited to soils engineer, geologist, landscape architect, and architects.
- ✓ Any cost for soils or geology report, title report.
- ✓ Construction surveying including horizontal control plan, management and inspection.
- ✓ Any other item of work not specifically listed herein.

Work beyond the scope of work, including conducting additional services, participation in additional meetings, community meetings and public hearings, or detailed drawings, if necessary, will be undertaken only on direction by you or your authorized agent, and will be billed in accordance with the attached fee schedule. Preparation for meeting, waiting and travel time is charged at normal hourly rates and is in addition to time spent at a hearing or meeting.

This proposal shall expire 120 days from the date hereof.

Personnel Hourly rates

ELIE FARAH INC FEE SCHEDULE JANUARY 2024	
TITLE	**HOURLY RATE**
Principal Traffic Engineer/Civil Engineer/Principal Surveyor	$145.00
Senior Transportation Engineer/Senior Civil/Senior Surveyor	$140.00
Traffic/Transportation Engineer	$120.00
Project Engineer/Civil Engineer	$120.00
Engineering Draftsperson/CADD	$95.00
Survey Crew (1-man crew)	$125.00
Survey Crew (2-man crew)	$185.00
Traffic Counts:	
24-hour ADT Count - per direction per day	$155.00
Turning Movement Count - per 2-hr. period-One person Smaller Intersections	$165.00
Turning Movement Count - per 2-hr. period-two persons-Large Intersections	$310.00
Parking Occupancy. Count – per person-hour	$95.00
Project expenses will be billed at *cost plus ten percent* for service and handling. Project expenses include project-related costs such as mileage, reproduction, postage, and subcontractor services.	

ATTACHMENT "A"
LIST OF STREETS

Street Name	From	To	L (ft)	W (ft)	A (sf)
BLOOMDALE ST	BRADBURY AVE	BROADLAND AVE	527	28	14,751
BLOOMDALE ST	MOUNTAIN AVE	PARK ROSE AVE	537	36	19,323
BRADBURY AVE	BROACH AVE	KELLWIL WY	257	33	8,497
BRADBURY AVE	KELLWIL WY	DUARTE RD	1,085	33	35,805
BRADBURY AVE	MAYNARD DR	HUNTINGTON DR	382	27	10,312
BRADBURY AVE	CENTRAL AVE	BLOOMDALE ST	684	27	18,475
BRADBURY AVE	BLOOMDALE ST	MAYNARD DR	264	27	7,128
BROADLAND AVE	BLOOMDALE ST	MAYNARD DR	264	27	7,128
CAPEHART AVE	BROACH AVE	BROADLAND AVE	986	26	25,640
CITRUS VIEW AVE	HURSTVIEW	DUARTE RD	835	27	22,558
GALEN ST	BUENA VISTA ST	END ST	445	24	10,680
HURLOCK AVE	BROACH AVE	STARHAVEN AVE	282	32	9,019
HURLOCK AVE	STARHAVEN AVE	GALEN ST	266	32	8,528
HURSTVIEW ST	MOUNTAIN AVE	CITRUS VIEW AVE	266	32	8,515
HURSTVIEW ST	WARDELL AVE	WARRINGTON AVE	260	32	8,320
HURSTVIEW ST	PARK ROSE AVE	WARDELL AVE	260	32	8,320
HURSTVIEW ST	WARRINGTON AVE	BROACH AVE	483	32	15,456
HURSTVIEW ST	CITRUS VIEW AVE	PARK ROSE AVE	260	32	8,320
KELLWIL WY	WARRINGTON AVE	BRADBURY AVE	479	28	13,412
MAYNARD DR	BRADBURY AVE	BROADLAND AVE	506	27	13,662
MAYNARD DR	PARK ROSE AVE	END ST	127	26	3,302
PARK ROSE AVE	HURSTVIEW ST	DUARTE RD	982	26	25,530
PARK ROSE AVE	MAYNARD DR	BLOOMDALE ST	144	26	3,744
PARK ROSE AVE	BLOOMDALE ST	END ST	250	36	9,000
STARHAVEN ST	BUENA VISTA ST	END ST	445	24	10,680
TUCKAWAY LN	BUENA VISTA ST	END ST	322	26	8,359
WARDELL AVE	HURSTVIEW ST	DUARTE RD.	1,128	26	29,339
WARRINGTON AVE	KELLWIL WY	DUARTE RD	999	26	25,978
WARRINGTON AVE	HURSTVIEW ST	KELLWIL WY	276	26	7,169
					396,951

ATTACHMENT "B"
PROJECT AREA MAP

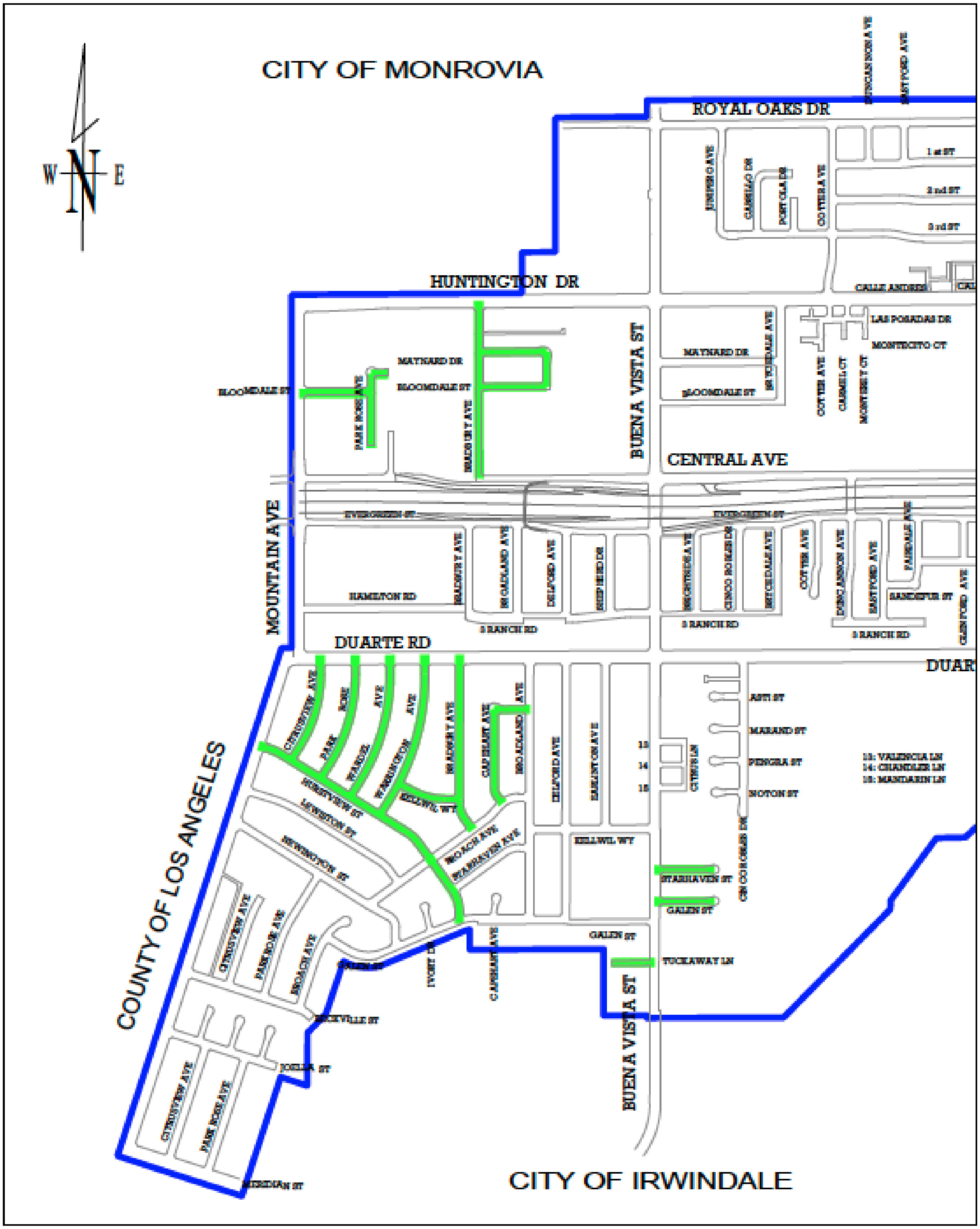


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EXHIBIT B

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 Liability 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 and Employer's Liability Insurance with limits in an amount not less than $1,000,000.

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

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

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

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

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

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

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

Agenda Item: **7.I.**

AGENDA REPORT

MEETING DATE:	November 26, 2024
TO:	Mayor and Members of the City Council
FROM:	Craig Hensley, Community Development Director
BY:	Marvin Carpio, Assistant Civil Engineer
SUBJECT:	Notice of Completion: Fiscal Year 2023-24 Citywide Asphalt Repair Project No. 24-13 for Gentry General Engineering
RECOMMENDATION:	It is recommended that the City Council accept the project as complete in the amount of $108,046
FISCAL IMPACT:	The Fiscal Year 2023-24 Citywide Asphalt Repair Project was included in the 2023-24 Capital Improvement Program Budget and was funded by Gas tax allocations. City Council approved the contract with a 5% contingency for $108,885 and the final project cost was $108,046

BACKGROUND

This project was planned to be completed in the 2023-24 fiscal year. The project timing was revised because when the City originally put the project out to bid adequate bids were not received. The project was rebid.

On August 13, 2024, City Council awarded the contract for Fiscal Year 2023-24 Citywide Asphalt Repair Project to Gentry General Engineering. The scope of the work includes the removal and reconstruction of localized pavement failure, adjusting manholes, installing pavement markings and striping as necessary.

The following locations were included in this project:

Earlington Ave	Broadland Ave
Mountain Crest Rd	Maynard Dr
Fish Canyon Rd	Duarte Rd
Conata St	Royal Oaks
Alley North of Maynard	Bettyhill Ave

FISCAL IMPACT

The Fiscal Year 2023-24 Citywide Asphalt Repair Project was included in the 2023-24 Capital Improvement Program Budget and was funded by Gas tax allocations. City Council approved the contract with a 5% contingency for $108,885 and the final project cost was $108,046.

RECOMMENDATION

It is recommended that the City Council accept the project as complete in the amount of $108,046.

ATTACHMENTS

Attachment A. Before and After Photos
Attachment B. Notice of Completion

Fiscal Review:

Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:

Brian Villalobos
City Manager

ATTACHMENT "A"

BEFORE	AFTER
	
	
	

ATTACHMENT “B”

(Please see next page)

RECORDING REQUESTED BY:

CITY OF DUARTE

WHEN RECORDED MAIL TO THIS ADDRESS:

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

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is OWNER or AGENT of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The full name of the OWNER is: **CITY OF DUARTE**
3. The full address of the OWNER is: **1600 Huntington Dr. Duarte, CA 91010**
4. The nature of the interest or estate of the undersigned is: (i.e., In Fee.) **Fee Interest.**
5. A work of improvement on the property hereinafter described was COMPLETED on **September 27, 2024**
6. The work of improvement completed is described as follows: **FY 23-24 Citywide Asphalt Repair Project**
7. The name of the original contractor, if any, for such work of improvement is: **Gentry General Engineering**
8. The street address of said property is: **Various Locations in the City including: Earlington Ave, Mountain Crest Rd, 3129 Fish Canyon Rd, Conata St, Larkhall, Bettyhill Ave , Royal Oaks Dr, Broadland Ave at Maynard Dr, Duarte Rd at Broadland Ave, Earlington Ave, 1336 Duarte Rd in westbound lane, Alley north of Maynard Dr.**
9. The property on which said work of improvement was completed is in the City of Duarte, County of LOS ANGELES, State of CALIFORNIA, and is described as follows: **The scope of the work includes the removal and reconstruction of localize pavement failure, adjusting manholes, installing pavement markings and striping as necessary.**

CITY OF DUARTE

November 26, 2024

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

VERIFICATION

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

November 26, 2024 at Duarte, California

Brian Villalobos, City Manager

Agenda Item: **10.A.**

AGENDA REPORT

MEETING DATE:	November 26, 2024
TO:	Mayor and Members of the City Council
FROM:	Manuel Enriquez, Director of Parks and Recreation
SUBJECT:	Authorizing the Change in Service Order with Southern California Edison for 1850 Highland Avenue – City Yard
RECOMMENDATION:	It is recommended that the City Council authorize the City Manager to execute the purchase with Southern California Edison for the service change at 1850 Highland Avenue (City Yard), in the amount of $67,232, as part of the City Yard Electrical Upgrades Project.
FISCAL IMPACT:	The cost for SCE to perform the service change is $67,232. Funds are available and budgeted for in FY 2024/25, under Other Capital Improvements (100-1610-8100).

BACKGROUND

On June 11, 2024, the City Council adopted the City's Fiscal Year 2024/25 Budget and Capital Improvement Program (C.I.P.), which included the City Yard Electrical Upgrades Project.

DISCUSSION/ANALYSIS

The City Yard serves as a central hub for various City personnel and operations, requiring running computers, internet access, heating and cooling systems, and powering lighting and appliances. In addition, the site houses valuable machinery and equipment used by various City departments. To ensure security and protect these assets, the City Yard is monitored 24/7 by an advanced security system, including video surveillance cameras.

As part of efforts to meet growing demand and prepare for future infrastructure upgrades at the location, the City engaged an electrical engineer and secured approval for electrical upgrade plans at the site. Before construction can begin, however, these plans require Southern California Edison (SCE) to perform certain preliminary work. Specifically, SCE will need to replace the service riser on pole 1512857E and temporarily de-energize the rail pedestal to facilitate the installation of the new electrical service.

This work is a critical first step in ensuring the success of the City Yard Electrical Upgrades Project. It will establish the necessary infrastructure to accommodate the increased power demand and support future growth, all while minimizing disruption to ongoing City operations.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to execute the purchase with Southern California Edison for the service change at 1850 Highland Avenue (City Yard), in the amount of $67,232, as part of the City Yard Electrical Upgrades Project.

FISCAL IMPACT

The cost for SCE to perform the service change is $67,232. Funds are available and budgeted for in FY 2024/25, under Other Capital Improvements (100-1610-8100).

Fiscal Review:

Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:

Brian Villalobos
City Manager

Agenda Item: **10.B.**

AGENDA REPORT

MEETING DATE:	November 26,2024
TO:	Mayor and Members of the City Council
FROM:	Larry Breceda, Director of Public Safety
SUBJECT:	Ordinance No. 928 amending the Duarte Municipal Code to comply with State law regarding tobacco, improve City enforcement of tobacco-related Municipal Code violations, and to enhance public safety, health and welfare
RECOMMENDATION:	It is recommended that the City Council introduce for first reading Ordinance No. 928 amending the Duarte Municipal Code to comply with changes in State law, and improve regulation and enforcement regarding tobacco sales, consumption in public, and flavored tobacco
FISCAL IMPACT:	There is no anticipated fiscal impact resulting from these changes.

BACKGROUND

The Duarte Municipal Code ("DMC") currently contains regulations governing the distribution and sale of tobacco products; however, recent changes in State law ban flavored tobacco products and sales, increase penalties for violations, and otherwise enhance the City's ability to regulate and enforce tobacco-related commercial and public activities. As such, the City seeks to amend the DMC to comply with these changes and otherwise enhance its regulation of tobacco-related activities.

DISCUSSION/ANALYSIS

The proposed ordinance amends DMC Chapters 5.09 (Tobacco Retailer's License) and 6.20 (Smoking Regulated or Prohibited) to address changes in State law and the manner and type of tobacco products that are sold, such as flavored tobacco, as well as to enhance the City's ability to enforce and prevent violations and related impacts on the community's health, safety and welfare.

Specifically, the ordinance amends the definitions in Chapter 5.09 to comply with State law's definitions. Additionally, to reflect changes to State and federal law, the ordinance increases the minimum age for persons engaging in tobacco retailing from 18 to 21 years old.

Chapter 5.09 is also modified to provide additional requirements to obtain or renew a tobacco retailer's license, including a finding by the City that the tobacco retailer has not violated tobacco-related laws or had their State license suspended or permitted, and allows the City to withhold a permit upon certain findings. The ordinance also authorizes the City to withhold a tobacco retailer's license renewal if these conditions exist, and enhances the process for revocation of a license in the event a tobacco retailer violates the license terms or the law.

Chapter 6.20 is amended to update various definitions to reflect changes in State law and changes in the tobacco industry. It also prohibits selling, smoking, manufacturing or distributing tobacco products – including flavored tobacco products and vapes – on public property, within public buildings, in City parks, within 25 feet of those places, and in any other places where such activity is prohibited by State or federal law. These changes are designed to mitigate impacts of, and exposure to, smoking on members of the public, including children, to are in or adjacent to public areas.

The ordinance also amends Chapter 6.20 to prohibited automated tobacco vending machines in any place open to persons under 21 years of age, who legally may not consume or access tobacco products. Chapter 6.20 also would apply all these standards to electronic or vaping tobacco devices.

In addition, flavored tobacco products of any kind would be prohibited to be sold or possessed with the intent to sell anywhere within the City.

Finally, the ordinance amends both Chapters 5.09 and 6.20 to clarify, update and enhance the City's enforcement tools in the event of a violation, including increased and escalating administrative fines for violations relating to flavored tobacco, as provided by changes in State law.

All of these ordinance amendments are reflective of State law, are similar to ordinances from other similarly situated cities and have been tailored to reflect the issues facing Duarte and the needs of the community, as well as to improve upon the existing DMC provisions.

RECOMMENDATION

It is recommended that the City Council introduce for first reading Ordinance No. 928 amending the Duarte Municipal Code to comply with changes in State law, and improve regulation and enforcement regarding tobacco sales, consumption in public, and flavored tobacco

FISCAL IMPACT

There is no anticipated fiscal impact resulting from these changes.

ATTACHMENTS

A. Ordinance No. 928

Fiscal Review:	**Reviewed and Approved:**
Kristen Petersen Assistant City Manager/	Brian Villalobos City Manager

Director of Administrative Services

ORDINANCE NO. 928

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, AMENDING CHAPTERS 5.09 AND 6.20 OF THE DUARTE MUNICIPAL CODE TO COMPLY WITH STATE LAW RELATING TO TOBACCO, IMPROVE CITY ENFORCEMENT OF TOBACCO-RELATED MUNICIPAL CODE VIOLATIONS, AND TO ENHANCE PUBLIC SAFETY, HEALTH AND WELFARE

WHEREAS, the City of Duarte ("City") is authorized by California Constitution, Article XI, Section 7 to make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws and that serve and protect the health, safety or welfare of the public;

WHEREAS, Government Code section 38771 authorizes the City to declare what constitutes a public nuisance; and,

WHEREAS, State law, including Health and Safety Code section 104559.5 authorizes the city to impose greater restrictions on access to tobacco products than state law provides; and,

WHEREAS, the City Council finds and declares that tobacco use remains the leading cause of preventable death in the United States, killing more than 480,000 people each year. It causes or contributes to many forms of cancer, as well as heart disease and respiratory diseases, among other health disorders. Tobacco use remains a public health crisis of the first order, in terms of the human suffering and loss of life it causes, the financial costs it imposes on society, and the burdens it places on our health care system; and

WHEREAS, the City Council finds and declares that each day, about 2,500 children in the United States try their first cigarette; and another 400 children under 18 years of age become new regular, daily smokers. 81% of youth who have ever used a tobacco product report that the first tobacco product they used was flavored. Flavored tobacco products promote youth initiation of tobacco use and help young occasional smokers to become daily smokers by reducing or masking the natural harshness and taste of tobacco smoke and thereby increasing the appeal of tobacco products. As tobacco companies well know, menthol, in particular, cools and numbs the throat to reduce throat irritation and make the smoke feel smoother, making menthol cigarettes an appealing option for youth who are initiating tobacco use. Tobacco companies have used flavorings such as mint and wintergreen in smokeless tobacco products as part of a "graduation strategy" to encourage new users to start with tobacco products with lower levels of nicotine and progress to products with higher levels of nicotine. It is therefore unsurprising that young people are much more likely to use menthol-, candy- and fruit-flavored tobacco products, including not just cigarettes but also cigars, cigarillos, and hookah tobacco, than adults. Data from the National Youth Tobacco Survey indicate that more than two-fifths of U.S. middle school and high school smokers report using flavored little cigars or flavored cigarettes. Further, the Centers for Disease Control and Prevention has reported a more than 800% increase in electronic cigarette use among middle school and high school students between 2011 and 2015. Nicotine solutions, which are consumed via electronic smoking devices such as electronic cigarettes, are sold in thousands of flavors that appeal to youth, such as cotton candy and bubble gum; and,

WHEREAS, the City Council finds and declares that as much as young people disproportionately use flavored tobacco products including menthol cigarettes, the same can be said of certain minority groups. In one survey, the percentage of people who smoke cigarettes that reported smoking menthol cigarettes included over 82% of smokers. The significant use of menthol cigarettes is an immediate hazard due to the short and long-term adverse health impacts on those groups and communities as a whole; and,

WHEREAS, the City Council finds and declares that Between 2004 and 2014, overall smoking prevalence decreased, but use of menthol cigarettes increased among both young adults (ages 18-25) and other adults (ages 26+). These statistics are consistent with the finding that smoking menthol cigarettes reduces the likelihood of successfully quitting smoking. Scientific modeling has projected that a national ban on flavored tobacco products including menthol cigarettes could save between 300,000 and 600,000 lives by 2050; and

WHEREAS, changes in state and federal statutes and case law require updates to the Duarte Municipal Code in order to comply with changes in the law; and,

WHEREAS, the City desires to continue improving its processes to provide for effective, fair and efficient enforcement of the Duarte Municipal Code to enhance public health, safety and welfare, and to preserve the community.

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

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

SECTION 2: Section 5.09.020 of the Duarte Municipal Code is amended to read as follows:

5.09.020 – Definitions.

The following words and phrases, whenever used in this chapter, shall have the meanings defined in this section unless the context clearly requires otherwise:

(a) "Arm's length transaction" means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this chapter is not an arm's length transaction.

(b) "Characterizing flavor" means a distinguishable taste or aroma or both, other than the taste or aroma of tobacco itself, imparted by a tobacco product or any byproduct produced by the tobacco product. Characterizing flavors include, but are not limited to, tastes, or aromas relating to any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, menthol, mint, wintergreen, herb, or spice. A tobacco product shall not be determined to have a characterizing flavor solely because of the use of additives or flavorings or the provision of ingredient information. Rather, it is the presence of a Distinguishable taste or aroma or both, as described in the first sentence of this definition, that constitutes a characterizing flavor.

(c) "Cigarette" means: (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco; and (2) any roll of tobacco wrapped in any substance containing tobacco which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette.

(d) "Constituent" means any ingredient, substance, chemical, or compound, other than tobacco, water, or reconstituted tobacco sheet that is added by the manufacturer to a tobacco product during the processing, manufacture, or parking of the tobacco product.

(e) "Department" means the city's Public Safety Department, and any agency or person designated by the Department to enforce or administer the provisions of this chapter or Chapter 6.20.

(f) "Director" means the Director of the Public Safety Department or designee.

(g) "Distinguishable" means perceivable by either the sense of smell or taste.

(h) "Distribute" or "Distribution" means the transfer, by any person other than a common carrier, of a tobacco product at any point from the place of manufacture or thereafter to the person who sells the tobacco product to an individual for personal consumption.

(i) "Electronic cigarette and vaping accessory" includes atomizers, atomizer tanks, metal mesh, heating coils, atomizer base with battery thread, cartomizer, cartomizer tanks, polyfill material, cartomizer base with battery thread, clearomizer, drip tip, clearomizer tank, cords, wicks, clearomizer base with thread, cartridges, tips, electronic cigarette device batteries, electronic cigarette device chargers, and any other item specifically designed for the preparation, charging, or use with an electronic cigarette and vaping.

(j) "Electronic cigarette and vaping device" means an electronic and/or battery-operated device, the use of which may resemble smoking, which can be used to deliver an inhaled dose of nicotine, herbs or other substances. "Electronic smoking vaping device" includes any such electronic smoking or vaping device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, personal product vaporizer (e.g., liquid, dry herb, oils, wax, etc.), electronic nicotine delivery system, e-hookah, or any other similar system. "Electronic smoking and vaping device" does not include any product specifically approved by the United States Food and Drug Administration for use in the mitigation, treatment, or prevention of disease.

(k) "Flavored tobacco product" means any tobacco product that contains a constituent that imparts a characterizing flavor. There is a rebuttable presumption that a tobacco product is a flavored tobacco product if a manufacturer or any of the manufacturer's agents or employees, in the course of their agency or employment, has made a statement or claim directed to consumers or to the public that the tobacco product has or produces a characterizing flavor, including, but not limited to, text, color, images, or all, on the product's labeling or packaging that are used to explicitly or implicitly communicate that the tobacco product has a characterizing flavor.

(l) "Labeling" means written, printed, pictorial, or graphic matter upon any tobacco product or any of its Packaging.

(m) "Manufacture" means to make, fabricate, assemble, repair, or process a tobacco product.

(n) "Packaging" means a pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which a tobacco product is sold or offered for sale to a consumer.

(o) "Person" means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

(p) "Proprietor" means a person with an ownership interest or managerial role in a business. An ownership interest shall be deemed to exist when a person has a ten percent or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial role shall be deemed to exist when a person can or does have or share ultimate control over the day-to-day operations of a business.

(q) "Self-service display" means the display or storage of tobacco products or tobacco paraphernalia in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.

(r) "Sell", "Sale", and "to Sell" mean any transaction where, for any consideration, ownership of a tobacco product is transferred from one person to another, including but not limited to any transfer of title or possession for consideration, exchange, or barter, in any manner of by any means.

(s) "Smoking" means possessing a lighted tobacco product, lighted tobacco paraphernalia, or any other lighted weed or plant (including a lighted pipe, cigar, hookah pipe, or cigarette of any kind) and also means the lighting of a tobacco product, tobacco paraphernalia, or any other weed or plant (including, but not limited to, a pipe, cigar, hookah pipe, or cigarette of any kind).

(t) "Tobacco paraphernalia" includes any instrument or paraphernalia that is designed for the smoking or ingestion of lawful tobacco products including without limitation cigarette papers, cigarette wrappers, cigar wrappers, blunt wraps, pipes, holders, clips, and cigarette rolling machines. "Tobacco paraphernalia" excludes "drug paraphernalia" as that term is defined in Health and Safety Code Section 11364.5(d), as amended from time to time.

(u) "Tobacco product" includes any substance containing tobacco or derived from tobacco and any substance used in electronic cigarette and vaping devices including but not limited to flavored tobacco products, cigarettes, cigars, e-juice, e-liquid, e-nicotine, smoke juice, pipe tobacco, rolling tobacco, hookah tobacco, snuff, chewing tobacco, dipping tobacco, snus, nicotine gel, nicotine lollipops, or any other preparation of tobacco; and any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body. "Tobacco product" does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence.

(v) "Tobacco retailer" means any person or entity, whether or not a tobacco proprietor, who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, tobacco products, tobacco paraphernalia, electronic cigarette and vaping devices, and/or electronic cigarette and vaping accessories.

(w) "Tobacco retailing" shall mean the doing of any of these things. This definition is without regard to the quantity of tobacco, tobacco products, tobacco paraphernalia, electronic cigarette and vaping devices, and/or electronic cigarette and vaping accessories sold, offered for sale, exchanged, or offered for exchange.

(x) "Youth decoy" means a person under the age of twenty-one who, solely for the purposes of conducting compliance checks pursuant to this chapter, has received training by the department, has received written authorization from the department, or has received an immunity letter from the Los Angeles County District Attorney's Office and has provided a true and correct copy of that immunity letter to the department. The city shall not enforce any law establishing a minimum age for purchase of tobacco products against a youth decoy if the violation occurs when the youth decoy is participating in a compliance check supervised by the department or other peace officer or city code enforcement, or the youth decoy is participating in a compliance check supervised by a person designated in writing as an agent of the department for purposes of monitoring compliance with this chapter.

(y) Any other definition, the meaning of which is not otherwise defined in this code or clear as set forth in their context, shall be the definition in Health and Safety Code section 104559.5(a).

SECTION 3: Section 5.09.030 of the Duarte Municipal Code is amended to read as follows:

5.09.030 – Requirements and prohibitions.

(a) TOBACCO RETAILER LICENSE REQUIRED. It shall be unlawful for any person to act as a tobacco retailer in the city without first obtaining and maintaining a valid tobacco retailer license pursuant to this chapter for each location at which that activity is to occur. Tobacco retailing without a valid tobacco retailer's license is a nuisance as a matter of law and a violation of this code.

(b) LAWFUL BUSINESS OPERATION. In the course of tobacco retailing or in the operation of the business or maintenance of the location for which a license issued, it shall be a violation of this chapter for a licensee, or any of the licensee's agents or employees, to violate any local, state, or federal law or regulation applicable to tobacco products, tobacco paraphernalia, electronic cigarette and vaping devices, and/or electronic cigarette and vaping accessories and/or tobacco retailing, including without limitation, the provisions of the California Uniform Controlled Substances Act relating to the sale and display of "drug paraphernalia" (specifically, Health and Safety Code Sections 11364 to 11376.5, as amended from time to time), Chapter 6.21 of this code relating to the possession, sale and distribution of synthetic drugs, and the Duarte Development Code, which sets forth operational requirements for tobacco shops and accessory tobacco uses.

(c) DISPLAY OF LICENSE. Each tobacco retailer license shall be prominently displayed in a publicly visible location at the licensed location.

(d) POSITIVE IDENTIFICATION REQUIRED. No person engaged in tobacco retailing shall sell, exchange, or transfer in any manner a tobacco product, tobacco paraphernalia, electronic cigarette and vaping devices, and/or electronic cigarette and vaping accessories to another person who appears to be under the age of twenty-seven years without first examining the identification of the recipient to confirm that the recipient is at least the minimum age under state law to purchase and possess the tobacco product, tobacco paraphernalia, electronic cigarette and vaping devices, and/or electronic cigarette and vaping accessories.

(e) MINIMUM AGE FOR PERSONS ENGAGING IN TOBACCO RETAILING. Person must be 21 and older to sell tobacco products, tobacco paraphernalia, electronic cigarette and vaping devices, and/or electronic cigarette and vaping accessories.

(1) No establishments may have an employee under 21 years of age.

(f) SELF-SERVICE DISPLAYS PROHIBITED. Tobacco retailing by means of a self-service display is prohibited.

(g) SALE, DISPLAY AND ADVERTISING FOR TOBACCO RETAILING PROHIBITED WITHOUT A VALID TOBACCO RETAILER LICENSE. A tobacco retailer or proprietor without a valid tobacco retailer license, including, but not limited to, a person whose license has been suspended or revoked:

(1) Shall not sell or offer to sell any tobacco products, tobacco paraphernalia, electronic cigarette and vaping devices, or electronic cigarette and vaping accessories.

(2) Shall keep all tobacco products, tobacco paraphernalia, electronic cigarette and vaping devices, and/or electronic cigarette and vaping accessories out of public view. The public display of any of these products in violation of this provision shall constitute tobacco retailing without a license under this chapter.

(3) Shall not display any advertisement relating to tobacco products, tobacco paraphernalia, electronic cigarette and vaping devices, and/or electronic cigarette and vaping accessories that promotes the sale or distribution of such products from

the tobacco retailer's location or that could lead a reasonable consumer to believe that such products can be obtained at that location.

SECTION 4: Section 5.09.060 of the Duarte Municipal Code is amended to read as follows:

5.09.060 – Issuance of license; term of license.

(a) LICENSE ISSUANCE. Upon the receipt of a complete application for a tobacco retailer's license and the license fee required by this chapter, the department may issue a license unless one or more of the following bases for denial exists:

(1) The information presented in the application is inaccurate or false. Intentionally supplying inaccurate or false information shall be a violation of this chapter.

(2) The application seeks authorization for tobacco retailing at a location for which this chapter prohibits issuance of tobacco retailer licenses.

(3) The application seeks authorization for tobacco retailing for a proprietor to whom this chapter prohibits a license to be issued.

(4) The application seeks authorization for tobacco retailing that is prohibited pursuant to this chapter or that is unlawful pursuant to other provisions of this code, or that is unlawful pursuant to any other law.

(5) The applicant, or any officer, agent or owner of the applicant, if an entity, or manager of the tobacco retailer has been found in violation of this chapter, has had a prior license revoked or suspended by the city, and/or if any fines or fees owed to the city are delinquent.

(6) The applicant or any officer, agent or owner of the applicant, if an entity, or manager of the tobacco retailer has been found in violation of any state law relevant to such license application and/or has any relevant state license that has been revoked or currently suspended.

(7) If the city finds that issuance of the license would be contrary to this code, or that the operation or location of the business would be detrimental to public health, safety or welfare.

(b) TERM OF LICENSE. The term of a tobacco retailer license is one calendar year commencing on the date of issuance of the license unless earlier revoked pursuant to the provisions of this chapter.

(c) PAYMENT OF LICENSE FEE. A tobacco retailer license is invalid if the license fee as established by resolution of the city council has not been timely paid in full.

SECTION 5: Section 5.09.070 of the Duarte Municipal Code is amended to read as follows:

5.09.070 – License renewal and expiration.

(a) RENEWAL OF LICENSE. A tobacco retailer license is invalid upon the date of its expiration unless renewed prior to the expiration date. Each tobacco retailer shall apply for the renewal of his or her tobacco retailer license and submit the license fee no later than thirty days prior to expiration of the license term.

(b) To renew a tobacco retailer license, the proprietor must:

(1) Submit the license fee and application renewal form, and,

(2) Submit a signed affidavit affirming that the proprietor:

(A) Has not sold and will not sell any tobacco product or tobacco paraphernalia after the license expiration date and before the license is renewed.

(B) Has waited the applicable ineligibility period established for tobacco retailing without a license, as set forth in Section 5.09.130 before seeking renewal of the license.

(c) The city may refuse to renew a tobacco retailer license if any condition in Section 5.09.060 has been found by the city to exist.

SECTION 6: Section 5.09.120 of the Duarte Municipal Code is amended to read as follows:

(a) REVOCATION OF LICENSE FOR VIOLATION. In addition to any other penalty authorized by law, a tobacco retailer license shall be revoked if the licensee, or any of the licensee's officers, agents or employees, has violated any of the provisions, requirements, conditions, or prohibitions of this chapter or any conditions of the license itself, or has pleaded guilty, "no contest" or its equivalent, or admitted to a violation of any law pertaining to the display, sale, exchange, or transfer of any tobacco products, tobacco paraphernalia, electronic cigarette and vaping devices, and/or electronic cigarette and vaping accessories including but not limited to the requirements of Section 5.09.030. The revocation notice shall include the ground(s) for revocation and a statement of the right to appeal.

(b) APPEAL OF REVOCATION. A decision of the department to revoke a tobacco retailer license is appealable to the city manager or designee and must be filed with the city clerk within ten days of the date of mailing of the department's notification of revocation. Failure to properly and timely file such an appeal shall constitute a waiver of the right to appeal and a failure to exhaust administrative remedies. If such an appeal is made, it shall not stay enforcement of the appealed action except upon written request to, and decision in writing by, the city manager or designee that a stay would not be adverse to public safety, health or welfare. Any determination(s) by the city manager or designee shall be the final decision of the city. An appeal is not available for a revocation made pursuant to subsection (c) below.

(c) REVOCATION OF LICENSE WRONGLY ISSUED. A tobacco retailer's license shall be revoked if the department finds that one or more of the bases for denial of a license under Section 5.09.060 existed at the time application was made or at any time before the license issued. The decision by the department shall be the final decision of the city. Such a revocation shall be without prejudice to the filing of a new license application.

(d) NEW LICENSE AFTER REVOCATION. In addition to other applicable provisions of this chapter pertaining to obtaining a tobacco retailer license, the following requirements shall also apply in the situation where a proprietor or tobacco retailer seeks to obtain a new tobacco retailer license after such person or tobacco retailer has had a tobacco retailer license revoked:

(1) After revocation for a first violation of this chapter at a location within any sixty-month period, no new license may issue for the location until fifteen days have passed from the date of revocation.

(2) After revocation for a second violation of this chapter at a location within any sixty-month period, no new license may issue for the location until thirty days have passed from the date of revocation.

(3) After revocation for a third violation of this chapter at a location within any sixty-month period, no new license may issue for the location until one year has passed from the date of revocation.

(4) After revocation for four or more violations of this chapter at a location within any sixty-month period, no new license may issue for the location until five years have passed from the date of revocation.

SECTION 7: Section 5.09.140 of the Duarte Municipal Code is amended to read as follows:

5.09.140 – Enforcement.

(a) REMEDIES CUMULATIVE. The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity, and may be used in conjunction with, or in lieu of, each other remedy.

(b) EVIDENCE PROVIDED BY MINOR. Whenever evidence of a violation of this chapter is obtained in any part through the participation of a person under the age of eighteen years old, including but not limited to a youth decoy, such a person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.

(c) AIDING AND ABETTING. Causing, permitting, allowing, aiding, abetting, or concealing a violation of any provision of this chapter shall also constitute a violation of this chapter.

(d) VIOLATIONS ARE A PUBLIC NUISANCE. Any violation of this chapter is hereby declared to be a public nuisance. Each day a violation of this chapter exists constitutes a separate and distinct violation.

(e) OTHER PENALTIES AND REMEDIES. Notwithstanding any other penalty provided by this code or otherwise by law, any person who violates any provision of this chapter shall be guilty of a misdemeanor for each such violation punishable in accordance with Section 1.04.100 of this code. In addition, the city may enforce the provisions of this chapter by any means authorized by law, including but not limited to criminal and/or civil enforcement process including, without limitation, through nuisance abatement proceedings, restraining order, preliminary or permanent injunction, or by any other means available in law or equity.

(f) ADMINISTRATIVE FINES. Each person who violates any provision of this chapter shall be subject to an administrative fine in an amount up to $500 for the first violation and up to $1,000 for the second and each subsequent violation(s), pursuant to the procedure in Chapter 1.08 of this code.

(g) COSTS. In any proceeding or action under this chapter, including any appeal, reasonable attorneys' fees may be recovered by the prevailing party if the city elects, at the initiation of the action or proceeding, to seek its attorney's fees in the event it is the prevailing party; however, the award of attorneys' fees to a prevailing party shall not exceed the amount of reasonable attorneys' fees incurred by the city in the action or proceeding. In addition, the city may recoup its staff costs for investigating and enforcing violations, and providing notice in accordance with this chapter.

SECTION 8: Section 6.20.020 of the Duarte Municipal Code is amended to read as follows:

6.20.020 – Definitions.

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

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

(b) "City facility" shall apply to all buildings, facilities, yard, parking lot, land and other property that the city owns, leases, or operates for the purpose of conducting city business or providing city services, or that is otherwise under the control and jurisdiction of the city, including but not limited to, City Hall, the Community Center, the Senior Center, the Teen Center, the Public Safety Office, the City Yard, Andres Duarte Plaza and Parking Buildings (collectively, "city facilities" or individually as "city facility").

(c) “Employee” means any person who is employed by any employer for direct or indirect monetary wages or profit.

(d) “Employer” means any person who employs the services of any individual person.

(e) “Enclosed place of employment” means any place of employment with walls and a ceiling.

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

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

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

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

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

(k) “Public property” means any building, parking structure, parking lot, utility lot, right-of-way, park, or open space, owned or maintained by the city, the County of Los Angeles, the State of California, the United States government, or other public entity.

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

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

SECTION 9: Section 6.20.085 of the Duarte Municipal Code is amended to read as follows:

6.20.085 Smoking prohibited – public property, public parks, city facilities and immediately adjacent thereto.

No person may sell, consume, smoke, manufacture or distribute tobacco products, flavored tobacco products, electronic cigarettes or any electronic vaping accessory or device in the following places:

(a) On public property within the city.
(b) Within facilities on public property within the city.
(c) In any public park within the city.
(d) Within 25 feet of the furthest boundary of any of the above places, except for smoking in a private vehicle that is in motion on a public street or alley, to the extent allowed by state law. A vehicle is in motion if it is moving or if it is temporarily stopped at stop sign or red light.
(e) In any place prohibited by state or federal law.

SECTION 10: Section 6.20.100 of the Duarte Municipal Code is amended to read as follows:

6.20.100 - Tobacco vending machines prohibited.

No person shall place or maintain any automated, self-service or coin operated vending machine, stand, booth or other self-service concession of any kind that dispenses any tobacco product within the City of Duarte.

SECTION 11: Section 6.20.101 of the Duarte Municipal Code is added to read as follows:

6.20.101 - Electronic cigarette use prohibited.

The use of electronic cigarettes is prohibited wherever smoking of tobacco products is prohibited by law.

SECTION 12: Section 6.20.102 of the Duarte Municipal Code is added to read as follows:

6.20.102 - Electronic cigarette sale or distribution prohibited.

The sale or distribution of electronic cigarettes is prohibited wherever the sale of tobacco products is prohibited by law.

SECTION 13: Section 6.20.103 of the Duarte Municipal Code is added to read as follows:

6.20.103 - Sale or distribution of flavored tobacco products.

Except as exempted under state law, no person, including a tobacco retailer or any of the tobacco retailer's agents or employees, shall sell, offer for sale, or possess with the intent to sell or offer for sale, a flavored tobacco product, including any flavored cigarette, or tobacco product flavor enhancer.

(a) There shall be a rebuttable presumption that a cigarette is a flavored cigarette if a manufacturer or any of the manufacturer's agents or employees, in the course of their agency or employment, has made a statement or claim directed to consumer's or to the public that the cigarette has or produces a characterizing flavor, including, but not limited to, text, color, and/or images on the product's labeling or packaging that are used to explicitly or implicitly communicate that the cigarette has a characterizing flavor.

(b) Pursuant to Health and Safety Code section 104559.5(f)(1), any violation of this section shall be subject to an administrative fine, as follows:

(1) $500 for the first violation;

(2) $1,000 for the second violation within a five-year period;

(3) $1,200 for a third violation within a five-year period;

(4) $3,000 for a fourth violation within a five-year period;

(5) $5,000 for a fifth or subsequent violation within a five-year period.

(c) These remedies are intended to be cumulative and may be used in addition to, or in lieu of, any other remedy provided by this code.

SECTION 14: Section 6.20.104 of the Duarte Municipal Code is added to read in its entirety as follows:

6.20.104 - Prohibition of Online Flavored Tobacco Sales and Shipping Without Age Verification.

It is prohibited to sell flavored tobacco products through mobile or online sales to any individual within the city, or from any location within the city. Additionally, sales to individuals under 21 years of age, or shipments of any tobacco products without strict age verification that the person is at least 21 years of age, are strictly prohibited.

SECTION 15: Section 6.20.120 of the Duarte Municipal Code is amended to read as follows:

6.20.120 Enforcement.

(a) Remedies Cumulative. The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity, and may be used in conjunction with, or in lieu of, each other remedy.
(b) Evidence Provided by Minor. Whenever evidence of a violation of this chapter is obtained in any part through the participation of a person under the age of eighteen years old, including but not limited to a youth decoy, such a person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.
(c) Aiding and Abetting. Causing, permitting, allowing, aiding, abetting, or concealing a violation of any provision of this chapter shall also constitute a violation of this chapter.
(d) Violations are a Public Nuisance. Any violation of this chapter is hereby declared to be a public nuisance. Each day a violation of this chapter exists constitutes a separate and distinct violation.
(e) Other Penalties and Remedies. Notwithstanding any other penalty provided by this code or otherwise by law, any person who violates any provision of this chapter shall be guilty of a misdemeanor for each such violation punishable in accordance with Section 1.04.100 of this code. In addition, the city may enforce the provisions of this chapter by any means authorized by law, including but not limited to criminal and/or civil enforcement process including, without limitation, through nuisance abatement proceedings, restraining order, preliminary or permanent injunction, or by any other means available in law or equity.
(f) Administrative Fines. Except as otherwise expressly provided herein, each person who violates any provision of this chapter shall be subject to an administrative fine in an amount up to $500 for the first violation and up to $1,000 for the second and each subsequent violation(s), pursuant to the procedure in Chapter 1.08 of this code.
(h) Costs. In any proceeding or action under this chapter, including any appeal, reasonable attorneys' fees may be recovered by the prevailing party if the city elects, at the initiation of the action or proceeding, to seek its attorney's fees in the event it is the prevailing party; however, the award of attorneys' fees to a prevailing party shall not exceed the amount of reasonable attorneys' fees incurred by the city in the action or proceeding. In addition, the city may recoup its staff costs for investigating and enforcing violations, and providing notice in accordance with this chapter.

SECTION 16: Sections 6.20.130 and 6.20.140 of the Duarte Municipal Code are deleted.

SECTION 17: If any section or provision of this Ordinance is for any reason held to be invalid, unconstitutional, illegal, or unenforceable by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, then such section or provision shall be severed and shall be inoperative, and the remainder of this Ordinance shall remain in full force and effect. The City Council declares that it would have adopted each section of this Ordinance independent of the other sections.

SECTION 18: The City Council finds and determines that this ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines, California

Code of Regulations, Title 14, Chapter 3, Sections 15060(c)(2) and 15060(c)(3) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, the activity is not a project as defined in Section 15378 of the CEQA Guidelines, and the ordinance has no potential for resulting in physical change to the environment, directly or indirectly. Therefore, no environmental assessment is required or necessary.

SECTION 19: This Ordinance shall become effective thirty (30) days following its second reading.

APPROVED AND ADOPTED THIS ___ DAY OF _______________ 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)
City of Duarte)

I, Annette Juarez, City Clerk of the City of Duarte, do hereby certify that the forgoing Ordinance No. 928 was duly adopted by the City Council at a meeting held on the __ day of ____________ 2024, by the following votes:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

____
ANNETTE JUAREZ, CITY CLERK