



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

TUESDAY, FEBRUARY 13, 2024
7:00 PM

CITY COUNCIL CHAMBERS,
1600 HUNTINGTON DRIVE,
DUARTE, CALIFORNIA 91010

MISSION STATEMENT

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

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

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

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

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

Notice: Duarte City Council meetings are videotaped for later broadcast on DCTV. Attendance at the

meeting constitutes consent by members of the public to the City's and any third party's use in any media, without compensation or further notice, of audio, video, and/or pictures of meeting attendees.

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

Public comments can be submitted by emailing duarteinfo@accessduarte.com, prior to 6:00 p.m. on the day of the meeting and will be distributed to the City Council and made available for public review. PLEASE NOTE: The subject line of your public comment email must contain the Agenda item number or title. Public comments are a matter of public record, including content that include emails and addresses, so consider content and remove private information as you deem appropriate.

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

1. CALL TO ORDER AND ROLL CALL
 - A. [City Manager Written Comments](#)
2. PLEDGE TO THE FLAG
3. ADOPTION OF THE AGENDA
4. SPECIAL ITEMS
 - A. [HumanGood Donation to the Duarte Senior Center](#)
 - B. [Community Development Department Update](#)
 - C. [Parks and Recreation Department Update](#)
5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS
6. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA
7. CONSENT CALENDAR
 - A. [Motion to read all Resolutions and Ordinances presented for consideration by Title only and waive further reading \(CC/HA/FA\)](#)
 - B. [Approve absence\(s\) of City Councilmember\(s\) from the City Council meeting](#)
 - C. [Approval of Minutes - January 23, 2024 \(CC/HA/FA\)](#)
 - D. [Approval of Warrants - February 13, 2024 \(CC/HA/FA\)](#)
 - E. [Receive and File the Community Development Department Update](#)

F. [Receive and File the Parks and Recreation Department Update](#)

G. [Award of Contract for the Fiscal Year 2023-24 CDBG ADA Curb Ramps Project No. 24-7, CDBG Project No. 602643-23](#)

It is recommended that the City Council: Approve the award of contract for the FY 2023-24 CDBG ADA Curb Ramps Project to TVR Construction Engineering LLC in the amount of \$118,550.00; and 2) Approve a budget amendment to use additional Community Development Block Grant (CDBG) Funds in the amount of \$100,000.00.

H. [Contract with Bucknam Infrastructure Group, Inc. to Complete the Update of the Pavement Management Program](#)

It is recommended that the City Council authorize the City Manager to sign a Professional Services Agreement with Bucknam Infrastructure Group, Inc. for the Update of the Pavement Management Program in the amount of \$29,742.00

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

9. PUBLIC HEARINGS

A. [Adding Section 9.19 to the Duarte Municipal Code \("DMC"\) establishing rules and regulations governing the public use of City Facilities.](#)

It is recommended that the City Council conduct a public hearing and approve the introduction of Ordinance No. 921 for first reading that will add Section 9.19 to the DMC which establishes rules and regulations governing the public use of City Facilities, to be read by number and title only, and waive further reading of the Ordinance.

10. BUSINESS ITEMS

A. [Joint Resolution between the Board of Supervisors of the County of Los Angeles and the City Council of the City of Duarte Approving and Accepting the Negotiated Exchange of Property Tax Revenue resulting from the Annexation of Territory known as Annexation No. 2023-07 to the City of Duarte and Withdrawal from County Road District No. 5](#)

It is recommended that the City Council approve the Joint Resolution between the Board of Supervisors of the County of Los Angeles and the City Council of the City of Duarte Approving and Accepting the Negotiated Exchange of Property Tax Revenue resulting from the Annexation of Territory known as Annexation No. 2023-07 to the City of Duarte and Withdrawal from County Road District No. 5

B. [Parks and Recreation Commission Recommendation to Approve the Pickleball Court Conversion at Royal Oaks Park](#)

It is recommended that the City Council approve the pickleball court conversion at Royal Oaks Park

C. [Ordinance No. 922 Purchasing Requirements](#)

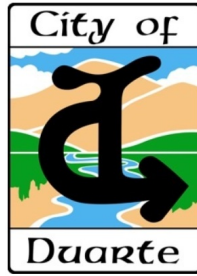
It is recommended that the City Council approve Ordinance No. 922 to add language to the Duarte Municipal Code relating to Exemptions from Purchasing Requirements

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 - In memory of Patrick Paddock

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 7th day of February, 2023.



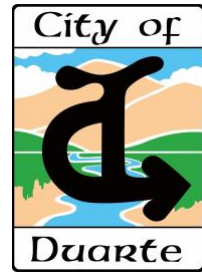
ITEM: 1.A

City Manager Written Comments

Recommended Action:

Attachments:

[C.M. Comments February 13, 2024.pdf](#)



MEMORANDUM

TO: City Council
FROM: Brian Villalobos, City Manager
DATE: February 1, 2024
SUBJECT: Comments on Agenda Items, Meeting of February 13, 2024

ITEM 4.A. (Special Items). Presentation of donation to the Duarte Senior Center by HumanGood Executive Director Andrew Smith.

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

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

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

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

ITEM 7.G. (Consent Calendar). Award of Contract for the Fiscal Year 2023-24 CDBG ADA Curb Ramps Project No. 24-7, CDBG Project No. 602643-23 - Duarte has been a participating city in the Los Angeles County Development Authority's (LACDA) federal Community Development Block Grant (CDBG) Program for many years. The mission of the CDBG Program is to principally benefit low- and moderate-income persons, aid in the prevention of neighborhood deterioration and meet other urgent community development needs. This project includes CDBG funding eligible elements, identified as participating, such as removing non-compliant ADA ramps that impede elderly and severely disabled residents' safe paths of travel from street corner to street corner by installing ADA-compliant ramps for residents. The specifications for this project were made available and the project was published in accordance with the Duarte Municipal Code (DMC) Section 2.36.060. On January 4, 2024, nine (9) bids were submitted electronically. The lowest responsible and responsive bidder is TVR Construction Engineering LLC; they have successfully completed work for the City of Riverside, City of La Verne, and City of Laguna Niguel. Their federal and state license status has been verified. The CDBG ADA Curb Ramps Project was included in the FY 2023-2024 annual budget and will be funded by the CDBG and TDA funds. The project cost is \$130,405.00 which is the contract amount with ten percent contingency.

ITEM 7.H. (Consent Calendar). Professional Services Agreement with Bucknam Infrastructure Group, Inc. for the Update of the Pavement Management Program - The Proposition A and Proposition C Programs are funded by two ½ cent sales tax measures approved by Los Angeles County voters to finance a Transit Development Program. Twenty-five percent of the Proposition A tax and twenty percent of the Proposition C tax is designated for the Local Return (LR) Program funds to be used in cities and Los Angeles County in developing and/or improving public transit, paratransit, and the related transportation infrastructure. Among the conditions to maintain eligibility and meet LR Program compliance, the City is required to have a Pavement Management Program (PMP) in place and needs to be updated and certified every three years. The City last updated its PMP in 2021 and is due to update and certify to maintain compliance and eligibility for the LR Program. In November 2023, staff requested a proposal for the update of the PMP from Bucknam Infrastructure Group, Inc. (Bucknam). Bucknam has been assisting the City with its PMP update services as well as its annual GIS maintenance since 2018. The proposed cost for all tasks and deliverables is \$29,742.00. This project will be funded by Measure M.

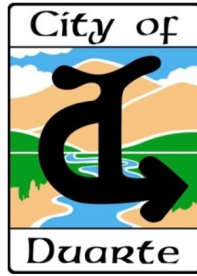
ITEM 9.A. (Public Hearings): Ordinance No. 921 - Adding Section 9.19 to the Duarte Municipal Code (“DMC”) establishing rules and regulations governing the public use of City Facilities. The Public Safety Commission, during its meetings on September 19, 2023, and January 16, 2024, identified deficiencies in the existing provisions of the DMC related to rules and regulations governing the public use of City Facilities. Reports from both City Staff members and community members have highlighted the necessity for amendments to the DMC. These proposed additions not only address immediate concerns but also aim to streamline operational processes, facilitate City business, provide efficient services, and prevent damage to City facilities or land. The ordinance addresses reported behaviors negatively impacting the community, such as overnight trespassing and unauthorized access to secured employee-only entrances. The proposed changes align with state law and draw inspiration from practices in similarly situated cities. The ordinance is tailored to address the specific challenges faced by Duarte and improve upon existing DMC provisions.

ITEM 10.A. (Business Item). Joint Resolution between the Board of Supervisors of the County of Los Angeles and the City Council of the City of Duarte - At the regularly scheduled City Council meeting, held on January 23, 2024, the City Council approved a Pre-Annexation Agreement with HumanGood relating to their annexation application to Local Agency Formation Commission for the County of Los Angeles (LAFCO) requesting the annexation to the City of Duarte of the territory encompassing Royal Oaks Retirement Community. In order for LAFCO to consider HumanGood’s annexation application complete, the City of Duarte must approve a joint resolution between the Board of Supervisors of the County of Los Angeles and the City Council of the City of Duarte approving and accepting the negotiated exchange of property tax revenue resulting from the annexation of territory known as Annexation No. 2023-07 to the City of Duarte and withdrawal from County Road District No. 5. As such, for the fiscal year commencing in the year after the filing of the statement of boundary change for Annexation 2023-07 to the City of Duarte with the Board of Equalization pursuant to Government Code sections 54902 and 57204, a base of Zero Dollars (\$0) in property tax revenue (HumanGood is a non-profit and the parcel is not subject to property tax), and .067446216 of the annual property tax increment, attributable to Annexation No. 2023-07 to the City of Duarte shall be transferred from the County of Los Angeles to the City of Duarte. Additionally, after the effective date of Annexation No. 2023-07, the City will be responsible for the enforcement of flood plain management regulations within the area annexed by the City and shall assume responsibility for administering compliance with the National Flood Insurance Program in connection with the area annexed by the City of Duarte; and within thirty (30) days of the recordation of the Certificate of Completion, the City of Duarte shall notify all public utilities as defined in section 216 of the California Public Utilities Code that are providing service (including, but not limited to, providers of electricity, retail water, natural gas, and telecommunications) in the affected territory subject to the City's jurisdiction that the public utilities are required to make necessary changes to impacted customer accounts within ninety (90) days of the recordation of the Certificate of Completion consistent with Government Code Section 56886.1, including adjustments or cessation in payment of the Utility User Tax resulting from such annexation, when applicable. As noted in the fiscal analysis report by Berkson Associates, the annexation of Royal Oaks has a minimal positive net impact on the City of Duarte.

ITEM 10.B. (Business Item). Parks and Recreation Commission Recommendation to Approve the Pickleball Conversion at Royal Oaks Park - Named as the fastest growing sport in America by *The Economist*, pickleball is estimated to have more than 4 million people playing it annually. Locally, here in Duarte, the Department has also seen an increase in participation for its free Senior Center pickleball program, which has grown to currently a three day a week, two-hour program offering, facilitated out of the Duarte Sports Park. While there are currently six (6) pickleball courts at the Sports Park, none of them are permanent courts, meaning the net and posts are not installed but rather, brought out during program time, and the painted court lines are on top of the existing lined futsal courts. Given our participation numbers have almost tripled this last year, our very dedicated pickleball players expressed an interest to City staff in having access to more courts and permanent ones. During the September 2023 Parks and

Recreation Commission meeting, staff brought before the Commission the Royal Oaks Park Tennis Court Conversion to Pickleball Courts business item. The item outlined several resurfacing options for the commission to consider, given that the Royal Oaks Park Courts Resurfacing project is an approved Capital Improvement Project this Fiscal Year 2023/24. The Commission was split on the item and asked staff to do some additional community outreach. In December of 2023, the City facilitated a Flash Vote survey for residents to weigh in on the matter. Specifically, their experience and familiarity with the growing sport, their estimated usage of potential permanent courts, and their thoughts on the best location for them. At the January 8, 2024, Parks and Recreation Commission Meeting, the Commission reviewed the survey results at length and staff provided several recommendations on adding permanent pickleball courts in the City. The Commission received public comment from 25 community members. After a lengthy discussion, the Commission voted unanimously (minus the two absent Commissioners) to recommend the full conversion of one existing tennis court to two (2) permanent pickleball courts (installed with lines and nets), and paint pickleball lines on the tennis court side to allow it to be used as both a tennis court and/or pickleball courts.

ITEM 10.C. (Business Item). Ordinance No. 922 - Purchasing Requirements - Staff has had several instances over the last few years where due to the specialized nature of the services we were purchasing, the traditional bidding process was not feasible or the most effective process for the City. An example of this is when we are contracting the pyrotechnic provider for our annual Independence Day Celebration and Fireworks Show event. Due to the unique qualifications, technical site knowledge, and limited qualified vendors, a process involving a negotiated contract was more beneficial to the City. Based on a review of surrounding cities we found that it is very common to have a provision in the code that allows the City Council to determine that negotiation, rather than bidding, shall best serve the City due to the specialized nature of supplies, equipment, programs, or services. Please note that this adds another purchasing alternative, but does not replace the other options for purchasing which can continue to be utilized including but not limited to; formal bidding, written quotations, verbal quotations, requests for proposals, emergency purchases, and sole vendor purchasing. There is no fiscal impact.



ITEM: 7.C

Approval of Minutes - January 23, 2024 (CC/HA/FA)

Recommended Action:

Attachments:

[Minutes - January 23, 2023.pdf](#)

CITY OF DUARTE

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

**TUESDAY, JANUARY 23, 2024
7:00 PM – Regular Session**

1. CALL TO ORDER

Mayor Truong called the open session to order at 7:03 p.m.

ROLL CALL:

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
Manuel Enriquez, Director of Parks and Recreation
Larry Breceda, Director of Public Safety Services
Annette Juarez, City Clerk
Andres Rangel, Assistant to the City Manager/PIO
Albert Nunez, Management Aide
Salina Bautista, Permit Technician

2. PLEDGE TO THE FLAG

The flag salute was led by Andrew Smith.

3. ADOPTION OF THE AGENDA

Moved by Mayor Pro Tem Garcia, seconded by Councilmember Martin Del Campo, and carried by the following vote of the 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. Mayor's Youth Council Update

Hope Peoples and Diya Patel announced upcoming events hosted by the Mayor's Youth Council. The City Council wished Hope a Happy Birthday.

B. Public Safety Department Update

Director of Public Safety Breceda presented the year end Part 1 Crime statistics which included a 15.37% decline; stated that some retail theft operations will be changed to overnight enforcement; and announced that the Department had opportunities to interact with the public in a positive atmosphere during the many City holiday events.

He responded to questions posed by the Council regarding stating that with violent crimes such as rape, it is common for the victim and suspect to know each other; and provided information about dispatch procedures when there is a call for service and stated that he would follow up with the resident that had an issue with the call for service.

C. Recognition of Years of Service – Victor Valenzuela

Director of Parks and Recreation Enriquez recognized Duarte Teen Center Boxing Trainer for his 19 years of service. The City Council thanked him for his service and wished him well in his retirement.

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

Michael Moore thanked the Council for everything that they're doing; and expressed his happiness with the Sheriff's and Fire Departments.

Bernie Moore spoke about the importance of community and suggested that the City create a community garden.

Steve Hernandez thanked City Clerk Juarez for her service; thanked City Manager Villalobos and Community Development Director Hensley for meeting with the hotel developer.

Doris Anderson suggested that the trees near the Duarte Route 66 sign be trimmed and expressed concerns that she has not yet been contacted by any member of staff regarding this matter.

7. CONSENT CALENDAR

- A. Approval of absence(s) of City Councilmember(s) from the City Council meeting.
- B. Motion to read all Resolutions and ordinances presented for consideration by Title only and waive further reading. (CC/HA/FA)
- C. Approval of Minutes – January 9, 2024. (CC/HA/FA)
- D. Approval of Warrants – January 23, 2024. (CC/HA/FA)
- E. Receive and file the Monthly Financial Update for the months of October 2023 and November 2023.
- F. Receive and file the Public Safety Department Update.
- G. Authorization for the City Manager to execute a five-year License Agreement with Southern California Edison Company (SCE) for a 21-Space parking lot at the Duarte Post Office located at 1220 Highland Avenue, effective May 1, 2024 – April 30, 2029.
- H. Removed from the Consent Calendar for discussion.

Moved by Councilmember Finlay, seconded by Mayor Pro Tem Garcia, and carried by the following vote of the Council to approve Items 7A-7G 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 Armstrong & Walker to develop construction drawings for Donald & Bernice Watson Recreation Trail

Councilmember Finlay stated that she is looking forward to seeing great things from consultants Anne Armstrong and Richard Walker.

Moved by Mayor Pro Tem Garcia, seconded by Councilmember Finlay, and carried by the following vote of the Council to 1) authorize the City Manager to sign a professional services agreement with Armstrong & Walker to develop construction drawings for landscape upgrades for the Recreation Trail; and 2) a General Fund budget amendment to account number 1405-7965 of \$77,500, which includes the contract amount with contingency.

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

9. PUBLIC HEARINGS

None.

10. BUSINESS ITEMS

A. Update on Median Design Concept

Consultants Armstrong & Walker presented design concepts for Huntington Drive medians which focused on safety, visibility, aesthetics, water conservation, ease of maintenance, and design flexibility.

There was discussion regarding types of trees and plants, concrete materials, and design.

The City Council provided direction regarding median design.

B. Approval of Royal Oaks Annexation Agreement

Mayor Pro Tem Garcia recused himself from discussion of the items 10B and 10C as HumanGood is a source of his income, and he left the room.

Public Comment

Jim Lawler provided historical facts about Royal Oaks and HumanGood; and stated his support for the annexation.

Andrew Smith, Royal Oaks Executive Director, expressed his support for the annexation and stated details of the Pre-Annexation Agreement presented to the Council, which includes a \$10k donation to the Duarte Senior Center.

Jim Kirchner expressed his support for the annexation of Royal Oaks.

City Manager Villalobos presented the Staff Report stating that the Agreement accounts for City staff time dating back to June 5, 2023, the reimbursement of the contract with Rincon Consultants, the indemnity of the City, and clarifies that the City retains permitting authority over the Royal Oaks Property.

Moved by Councilmember Kang, seconded by Councilmember Schulz, and carried by the following vote of the Council to approve the Pre-Annexation Agreement with HumanGood SoCal (“HumanGood”) relating to their annexation application to the Local Agency Formation Commission for the County of Los Angeles (LAFCO) requesting the annexation to the City of Duarte of the territory encompassing Royal Oaks Retirement Community; and direct staff to prepare a letter in support or opposition of HumanGood’s annexation application before LAFCO.

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

C. Contract for preparation of environmental review documents and planning services for the annexation of the Royal Oaks property, 1763 Royal Oaks Drive North, and a budget amendment for the contract

Director of Community Development Hensley responded to a question posed by the Council stating that Westminster Gardens is under its own specific plan and a new zone will need to be created for Royal Oaks.

He presented the staff report stating that Rincon Consultants would be providing assistance with the processing of the annexation, and developing the environmental documents needed for the adoption of the general plan amendment for the creation of the new zone.

Moved by Councilmember Finlay, seconded by Councilmember Schulz, and carried by the following vote of the Council to authorize the City Manager to sign a Professional Services Agreement with Rincon Consultants for environmental review documents and planning services for the annexation of the Royal Oaks property in the amount of \$113,563 and a \$25,000 contingency.

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

D. Conceptual Design Presentation for Initial Phase of Civic Center Master Plan

Director of Parks and Recreation Enriquez provided a brief recap of what brought forth the Civic Center Master Plan and the three phases of the plan.

James Wirick, LPA Design Studios, presented the conceptual designs of the Civic Center Master Plan - Phase I includes exterior improvements, Phase II includes City Hall interior improvements, and Phase III includes Community Center renovation; and project summary with the estimated cost and timeline for each phase.

There was discussion regarding conference room accessibility for City Councilmembers, the relocation of employees to City Hall, camera necessity, the number of conference rooms in the Community Center, construction costs, and Community Center use.

Director of Parks and Recreation Enriquez added that Staff recommends that the Council mull over the Master Plan in preparation for the Capital Improvement Project workshop. It is recommended that the Council consider making Phase I improvements. Should the Council not wish to proceed with the Phase III remodel, at a minimum Staff recommends the Council make A/V improvements to the Community Center as the technology is past its life cycle.

Moved by Councilmember Finlay, seconded by Councilmember Martin Del Campo, and carried by the following vote of the Council to receive and file the conceptual designs for the initial three phases of the Civic Center Master Plan and provide direction on next steps.

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

Assistant City Manager / Director of Administrative Services Petersen announced that the mid-year budget will be presented at the February 27 meeting, the Capital Improvement Program will be brought back in April, and the budget workshop will take place at the beginning of May.

City Manager Villalobos announced that he attended the North San Gabriel River Working Group meeting with Mayor Truong, Mayor Pro Tem Garcia, and Councilmember Schulz, and gave an update on the recent riverbed clean-up done by the Army Corps of Engineers; and announced that Supervisor Barger will be hosting a Public Safety Forum with Sheriff Luna at the City of Duarte on February 24.

Councilmember Martin Del Campo reported that she attended the Foothill Goldline JPA meeting.

Councilmember Schulz wished her daughter a Happy 12th Birthday; expressed her appreciation of the Tri-City working group and the progress that has been made in the riverbed; and reported that she attended the San Gabriel Valley COG meeting and Duarte was mentioned for the City's Ordinances for addressing homelessness.

Councilmember Finlay requested that the meeting be adjourned in memory of Socorro Trujillo.

Councilmember Lewis inquired about a city-wide clean-up.

Councilmember Kang reported that he attended the San Gabriel Valley COG Transportation Committee meeting where the speaker recognized Duarte's Metro parking lot affordable housing project as a model for the San Gabriel Valley.

Mayor Pro Tem Garcia commended Marilyn Mays and the Teen Center for the MLK Celebration that took place; reported that he joined a Water Education for Latino Leaders Cohort; provided an update from the recent Art Ad Hoc Committee Meeting; inquired about presentation slides being posted on the City website; and suggested a median clean-up schedule be provided.

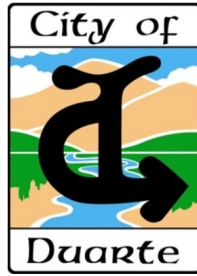
Mayor Truong announced that he will be touring the Pure Water Facility with the SGVCOG; and offered condolences to the City of Monterey Park and City of Half Moon Bay in honor of the one year anniversary of the mass shootings that took place.

13. ADJOURNMENT

At 9:47 p.m., the City Council adjourned the meeting in memory of Socorro Brito Trujillo.

Vinh Truong, Mayor

Annette Juarez, City Clerk



ITEM: 7.D

Approval of Warrants - February 13, 2024 (CC/HA/FA)

Recommended Action:

Attachments:

[CC Warrant Register by Account 2-13-2024.pdf](#)

[CC Warrant Register by Vendor 2-14-2024.pdf](#)



City of Duarte

Council Warrant Register By Account By Fund

Payment Dates 1/25/2024 - 2/14/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-1605-7733	TISHA BELLANTUONI	Senior Ctr Holiday Event Carolers	219429		850.00
100-1005-7640	WATER EDUCATION FOR LATI...	Cesar Garcia Water Education Program	219471		2,000.00
100-1205-7761	DATA TICKET INC	Admin Srvcs Processing Fees 10/2023	4114		10,874.45
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maint Supplies/Repairs/Tools	BD24-0937		103.45
100-1610-7618	HOME DEPOT CREDIT SERVICES	Batteries	BD24-0937		37.20
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Supplies/Repairs/Tools	BD24-0937		164.50
100-1610-7618	HOME DEPOT CREDIT SERVICES	Plumbing Repairs	BD24-0937		65.54
100-1605-7002	PAMELA ROMERO	CPR Stipend	4149		76.92
100-1610-7618	HOME DEPOT CREDIT SERVICES	SC Trees/TC Picture Install	BD24-0937		387.58
100-1610-7618	HOME DEPOT CREDIT SERVICES	Santa Coming to Duarte Truck Prep	BD24-0937		87.98
100-1610-8100	LPA INC	Duarte City Hall Renovation 11/2023	4137		3,750.00
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Srvcs 11/26/23 - 12/9/23	4102		6,920.64
100-1605-7730	HOME DEPOT CREDIT SERVICES	Home Decorating Winner Gift Cards	BD24-0937		700.00
100-1410-7980	HOME DEPOT CREDIT SERVICES	Field Services Tools & Supplies	BD24-0937		248.12
100-1410-7980	HOME DEPOT CREDIT SERVICES	Field Srvcs Tools & Supplies	BD24-0937		424.53
100-1605-7733	THEODORE SIEGEL	SC 'Network' Screening/Presentation	219464		150.00
100-1405-7965	ENVIRONMENTAL SYSTEMS R...	ARCGIS Online Viewer/Creator 1/15/2024 - 1/14/2025	4118		1,650.00
100-1825-7614	HOLIDAY SIGNS LLC	Holiday Signs	219452		221.45
100-1410-7980	HOME DEPOT CREDIT SERVICES	City Yard Parts & Supplies	BD24-0937		89.73
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Srvcs 12/10/23 - 12/23/23	4102		6,504.12
100-1410-7980	HOME DEPOT CREDIT SERVICES	Return-Yard Parts & Supplies (Inv #2024198)	BD24-0937		-50.31
100-1205-7762	CALE AMERICA INC	WTP Fees 12/2023	4106		85.71
100-1205-7780	ONLY CREMATIONS FOR PETS	Deceased Animal Disposal 12/2023	4145		160.00
100-1610-7618	MIRACLE RECREATION EQUIP...	ROP Slide Replacement (#2)	4143		4,223.94
100-1610-7652	ECM PECO INC / PRECISION EL...	City Electrical Design & Engineering	219459		3,500.00
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Sump Alarm Repair	4157		472.80
100-1020-7724	MARIPOSA LANDSCAPES INC	PO Pkg Lot Landscape Maintenance 12/2023	4140		312.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Duarte Wilderness Park Brush Clearance 12/2023	4140		2,080.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Greenbank Ave Brush Clearance 12/2023	4140		76.00
100-1415-7916	MARIPOSA LANDSCAPES INC	Sports Parks (2) Landscape Maintenance 12/2023	4140		3,426.72
100-1010-7670	SOUTHERN CALIFORNIA NEWS...	Legal Advertising 12/2023	4155		2,116.61
100-1405-7980	CHARLES ABBOTT ASSOCIATES...	Building & Safety Services 12/2023	4109		78,587.06
100-4806	ACTIVE NETWORK LLC	ActiveNet Charge Back (Receipt #1003953.005)	4101		65.00
100-1205-7780	SAN GABRIEL VALLEY HUMAN...	Animal Shelter Services 1/2024	4152		5,833.33

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1405-7975	MCKENTLY MALAK ARCHITEC...	Design-Town Ctr South/Special Prjct 12/2023	219454	202311/1405-7975-BV/Hunt D..	4,395.00
100-1205-7655	THOMSON REUTERS-WEST P...	EOC Software 12/1/2023 - 12/31/2023	4160		215.61
100-1205-7779	FSP DESIGNS	Staff Jacket	4124		70.80
100-1410-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 12/2023	219467		3,778.24
100-1610-7652	ACCO ENGINEERED SYSTEMS	HVAC Maint Contract-Teen Ctr (Quarterly)	4100		1,074.00
100-1610-7652	ACCO ENGINEERED SYSTEMS	HVAC Maint Contract-Civic Ctr (Quarterly)	4100		3,540.00
100-1015-7684	CIVICA LAW GROUP, APC	1001 Las Lomas Legal 12/2023	4112		750.60
100-1015-7684	CIVICA LAW GROUP, APC	General Code Enforcement Legal 12/2023	4112		24.30
100-1015-7684	CIVICA LAW GROUP, APC	Mendoza v. Duarte-Admin Appeal Legal 12/2023	4112		9,984.62
100-1015-7684	CIVICA LAW GROUP, APC	1307 Bloomdale Legal 12/2023	4112		8,757.20
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations 12/2023	4112		6,000.00
100-1015-7684	CIVICA LAW GROUP, APC	LASD Costs 12/2023	4112		30.67
100-1015-7684	CIVICA LAW GROUP, APC	Special Project-April Cribbs & CARE Court 12/2023	4112		340.20
100-1205-7783	COUNTY OF LOS ANGELES PR...	PIP Program DPO Abernathy 10/1/23 - 12/31/23	4113		26,250.00
100-1610-7618	ULINE INC	TC Posts for Rentals	4171		712.39
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 20 Lease/Maint 1/01/2024 - 1/31/2024	BD24-0935		720.34
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 7 Lease/Maint 1/01/2024 - 1/31/2024	BD24-0935		782.73
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 1/01/2024 - 1/31/2024	BD24-0935		433.48
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 1/01/2024 - 1/31/2024	BD24-0935		566.88
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 36 Lease/Maint 1/01/2024 - 1/31/2024	BD24-0935		478.95
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 6 Lease/Maint 1/01/2024 - 1/31/2024	BD24-0935		578.99
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 100 Lease/Maint 1/01/2024 - 1/31/2024	BD24-0935		555.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 1/01/2024 - 1/31/2024	BD24-0935		556.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 1/01/2024 - 1/31/2024	BD24-0935		476.29
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 15 Lease/Maint 1/01/2024 - 1/31/2024	BD24-0935		1,086.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 1/01/2024 - 1/31/2024	BD24-0935		574.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 1/01/2024 - 1/31/2024	BD24-0935		431.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 1/01/2024 - 1/31/2024	BD24-0935		584.85
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 11 Lease/Maint 1/01/2024 - 1/31/2024	BD24-0935		702.14
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 1/01/2024 - 1/31/2024	BD24-0935		591.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicles 33,34,24,31,25 Maint Fees 1/2024	BD24-0935		266.75
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 1/01/2024 - 1/31/2024	BD24-0935		223.12
100-1405-7801	COUNTY OF LOS ANGELES DE...	Industrial Waste Inspections 12/2023	219442		2,592.91
100-1405-7980	BUCKNAM INFRASTRUCTURE ...	GIS Parcel Review/UPdate	219436		695.00
100-1205-7650	WARDS SERVICE	Vehicle 25 Service	4173		147.32
100-1205-7761	SUPERIOR CT OF CAL CO OF L...	Citation Revenue Tax 12/2023	219466		3,980.00
100-1205-7636	FSP DESIGNS	Larry Breceda Uniform Jacket	4124		185.59
100-1205-7636	FSP DESIGNS	Staff Uniform Jackets	4124		143.55

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1205-7694	FSP DESIGNS	Commission Supplies	4124		65.00
100-1610-7650	CITY OF MONROVIA	Fuel-Facility Maintenance 12/2023	219455		677.01
100-1410-7650	CITY OF MONROVIA	Fuel-Field Services 12/2023	219455		935.17
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Recreation 12/2023	219455		282.94
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 12/2023	219455		1,158.34
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 12/2023	219455		6,406.35
100-1405-7650	CITY OF MONROVIA	Fuel-Cmty Development 12/2023	219455		48.78
100-1610-7652	DARRELL RAY CARROLL	Key Copies	219440		39.69
100-1205-7650	WARDS SERVICE	Vehicle 35 Service/Repair/Replacement Key	4173		724.40
100-1825-7980	PAPER RECYCLING & SHREDDI...	Document Shredding 1/10/2024	219458		68.00
100-1605-7730	CURO MANAGED PRINT PRO...	Lunar New Year Event Celebration Signs	219443		1,506.13
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 1/2024	4120		159.00
100-1605-7730	HOLIDAY GOO INC	Underwater Easter Egg Hunt Supplies	219451		132.24
100-1605-7733	HOLIDAY GOO INC	SC Egg Hunt & Spring Dance Supplies	219451		132.24
100-1605-7730	HOLIDAY GOO INC	EggFest Eggs	219451		687.29
100-1205-7613	CURO MANAGED PRINT PRO...	Dog License Forms	219443		154.35
100-1825-7613	GRAND PRINTING INC	Envelopes/Business Cards (Juan Oseguera)	219449		427.77
100-1405-7965	LDM ASSOCIATES INC	FY24 Federal Grant Administration 12/2023	4134		468.00
100-1610-8100	LPA INC	Duarte City Hall Renovation 12/2023	4137		1,650.00
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	4156		97.22
100-1020-7712	TRIEPEI SMITH & ASSOCIATES	Community & Social Media Management 1/2024	4163		9,391.00
100-1020-7720	TRIEPEI SMITH & ASSOCIATES	PEG Channel Management Services 1/2024	4163		2,345.00
100-1410-7810	A1 MAINTENANCE SERVICES ...	Las Brisas Sweeping 1/2024	4099		61.00
100-1410-7810	A1 MAINTENANCE SERVICES ...	Las Posadas Sweeping 1/2024	4099		61.00
100-1805-7653	SECTRAN SECURITY INC	January 2024 Courier Pick-up	4154		346.51
100-1605-7965	LPA INC	Fitness Center Aquatics Assessment 9/2023	4137		3,120.00
100-1605-7733	HEULYN REGINA DUMAS-JOH...	Senior Center Sewing Class 2/2024	4116		320.00
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4111		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4111		9.31
100-2126	ROBERT FRAUSTO	Const/Demo Deposit Refund (Pmt #2021-271)	219447		500.00
100-5004	ROBERT FRAUSTO	Administrative Fee (Pmt #2021-271)	219447		-125.00
100-1815-7820	HDL SOFTWARE LLC	BL Annual Software Hosting Use Fee	219450		13,360.32
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 12/2023	4136		439,691.31
100-5005	CALIFORNIA DEPT OF TAX & F...	2023 Sales & Use Tax	BD24-0927		3.00
100-1205-7779	AIDA TORRES	Youth Mountain High Trip Expense Reimbursement	4161		338.00
100-1205-7761	DATA TICKET INC	Admin Citation Processing 12/2023	4114		701.27
100-1205-7761	DATA TICKET INC	Parking Citation Processing 12/2023	4114		1,547.53
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 12/2023	4148		160.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 12/2023	4148		1,760.00

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100-1405-7969	RKA CONSULTING GROUP	ATP Cycle 4 Ped/Bike Improvements 12/2023	4148	202118-ATP Cycle 4-City Engi...	1,555.00
100-1205-7614	STAPLES ADVANTAGE	Tobacco Supplies	4156		76.37
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 1/9/2024	4157		160.00
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Repair	4120		581.02
100-1805-7965	HDL COREN & CONE	Property Tax Svcs 1/2024 - 3/2024	4126		3,438.44
100-1020-7980	ARBOR NURSERY PLUS	Annual Awards Plants	219432		167.58
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	4156		142.88
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	4156		162.11
100-1810-7614	STAPLES ADVANTAGE	HR Printer Toner	4156		154.12
100-1610-7618	MAINTEX INC	Building Maintenance Supplies	4139		55.27
100-1205-7779	ELIJAH MORALES	DUSD Tutoring Program	219457	202418-FY23-26-Exp-Tutors,S...	300.00
100-1205-7610	DUARTE PUBLIC SAFETY PETTY...	Meeting Supplies	219445		24.99
100-1205-7615	DUARTE PUBLIC SAFETY PETTY...	Water	219445		12.58
100-1205-7980	DUARTE PUBLIC SAFETY PETTY...	Office Water	219445		9.00
100-1020-7710	LUDECKE PROPERTY MANAG...	Chamber Lease 2/2024	219453		1,600.00
100-1205-7787	MVP, LLC	Public Safety Lease	4144		13,664.83
100-1610-7652	DARRELL RAY CARROLL	TC Snack Bar Lock Repair	219440		145.00
100-1825-7630	CANON FINANCIAL SERVICES I...	CH(2)/PS/SC/TC Copier Lease 2/01/24 - 2/29/24	219437		1,729.98
100-1825-7631	CANON FINANCIAL SERVICES I...	CH(2)/PS/SC/TC Copier Maint 12/1/23 - 12/31/23	219437		539.83
100-1605-7735	SHAFFER AWARDS	Victor Valenzuela Retirement Plaque	219463		18.35
100-1825-7630	QUADIENT LEASING USA INC	CH Postage Machine Lease 2/23/24 - 5/22/24	219461		707.12
100-1005-7640	CESAR A GARCIA	Council Vehicle Allowance	4125		75.00
100-1005-7641	TERA MARTIN DEL CAMPO	Council Vehicle Allowance	4141		75.00
100-1005-7642	MARGARET FINLAY	Council Vehicle Allowance	4122		75.00
100-1005-7643	VINH TRUONG	Council Vehicle Allowance	4164		75.00
100-1005-7644	JODY ERRANDI SCHULZ	Council Vehicle Allowance	4153		75.00
100-1005-7648	SAMUEL KANG	Council Vehicle Allowance	4130		75.00
100-1005-7650	TONEY LEWIS	Council Vehicle Allowance	4135		75.00
100-1825-7674	MICHAEL TARR	Health Insurance Reimbursement	4158		435.00
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	4108		566.00
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	4127		435.00
100-1825-7674	JOHN FASANA	Health Insurance Reimbursement	4121		435.00
100-1825-7674	TERESA RENTERIA	Health Insurance Reimbursement	4146		566.00
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	4119		435.00
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	219435		435.00
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	4132		435.00
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	4104		218.00
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4111		30.37
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4111		33.43
100-1825-7631	CANON SOLUTIONS AMERICA ...	Finance Mgr Printer Maint 12/23/23 - 1/22/24	219438		29.93
100-1605-7733	ABRAHAM MARTINEZ	SC Sweethearts Dance Entertainment	4142		1,250.00
100-1605-7733	TIFFANY'S CATERING	SC Sweetheart's Dance Dinner	219469		3,486.66
100-1020-7711	PAUL D MCCULLOUGH JR	Final-Annual Awards Caterer	219430		3,314.60
100-1810-7660	CALIFORNIA STATE DEPARTM...	Fingerprint Apps 12/2023	4107		96.00
100-1020-7711	CURO MANAGED PRINT PRO...	Employee Awards Signage	219443		156.56

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100-1605-7741	VALIANCE CAPITAL LLC	Basketball Referee Winter 1/20/2024	4172		45.00
100-1605-7741	VALIANCE CAPITAL LLC	Basketball Referee Winter 1/27/2024	4172		180.00
100-2120	PROPEL, A CHARTER MANAG...	CC Rent Deposit Refund 1/17/2023	219460		300.00
100-2120	LUCIANA LANG TAYLOR	TC Rent Deposit Refund 1/21/2024	219468		300.00
100-1405-7614	U.S. BANK	Standing Desk Converter (Flexispot)	4169		198.44
100-1410-7610	U.S. BANK	Gerard/Sean MSA Training/Lunch 1/9/2024	4169		51.50
100-1005-7640	CESAR A GARCIA	Staff Food 12/1/2023 Expense Reimbursement	4125		72.00
100-1005-7640	CESAR A GARCIA	WELL Conference Expense Reimbursement	4125		225.20
100-1005-7980	U.S. BANK	DashPass 1/5/2024 - 2/5/2024 (DoorDash)	4170		9.99
100-1010-7610	U.S. BANK	Brian V Mtg w/Gordon Amerson (Morralito)	4170		38.82
100-1010-7610	U.S. BANK	Brian V/Larry B City Mgr's Mtg 1/24/24 (CCCA)	4170		100.00
100-1010-7610	U.S. BANK	Annette Juarez City Clerk Conf 4/2023 (CCA)	4170		595.00
100-1010-7612	U.S. BANK	Pasadena Star News Online Subscription	4170		18.00
100-1010-7980	U.S. BANK	Food Delivery 1/16/2024 (Costco by InstaCart)	4170		74.13
100-1010-7980	U.S. BANK	Managers Staff Meeting Lunch (Panera Bread)	4170		167.19
100-1010-7980	U.S. BANK	Breakfast w/Mayor Registration (Square-Chamber)	4170		50.00
100-1020-7712	U.S. BANK	Spotify Subscription	4170		16.99
100-1020-7712	U.S. BANK	Generator for QR Codes (QR-Code)	4170		119.88
100-1020-7711	U.S. BANK	Employees Awards Fruit Bar (Baja Ranch Mkt)	4165		25.64
100-1020-7711	U.S. BANK	Employee Awards Supplies (Yummicandles)	4165		40.23
100-1020-7711	U.S. BANK	Employees Awards Supplies (Yummicandles)	4165		64.67
100-1020-7711	U.S. BANK	Employees Awards Supplies (TJMaxx)	4165		66.12
100-1020-7711	U.S. BANK	Employees Awards Supplies (Amazon)	4165		79.29
100-1020-7711	U.S. BANK	Employees Awards Supplies (Amazon)	4165		92.59
100-1020-7711	U.S. BANK	Employees Awards Coffee (Coffee Bean & Tea)	4165		71.92
100-1020-7980	U.S. BANK	Employees Awards Food/Drinks (Costco)	4165		764.08
100-1020-7980	U.S. BANK	Employees Awards Awardee Gifts (Target)	4165		850.00
100-1020-7980	U.S. BANK	Employee Awards Desserts (Merengue Bakery)	4165		965.12
100-1605-7733	U.S. BANK	Netflix-Senior Ctr 1/4/24 - 2/23/24	4165		7.74
100-1605-7735	U.S. BANK	Netflix-Teen Ctr 1/4/24 - 2/3/24	4165		7.75
100-1605-7745	U.S. BANK	Winter Brawl Boxing Show Hotel (Hotels.com)	4165		2,312.58
100-1805-7610	U.S. BANK	Kristen P Breakfast w/Mayor (Square-Chamber)	4165		35.00

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100-1805-7965	U.S. BANK	STR Trend Report Q4 10/2023 - 12/2023	4165		660.00
100-1810-7671	U.S. BANK	Deputy City Clerk Job Posting (CACC)	4165		300.00
100-1815-7632	U.S. BANK	Adobe Creative Cloud/Acrobat Pro 1/13/24-2/12/24	4165		797.70
100-1815-7632	U.S. BANK	Finance Webinar 1/7/24 - 2/6/24 (Zoom)	4165		80.00
100-1825-7614	U.S. BANK	2023 1099 NEC/Misc Forms/Envelopes (Amazon)	4165		86.52
100-2123	U.S. BANK	Special Event Ins 10/1/23 - 12/31/23 (Alliant)	4165		1,305.00
100-1010-7980	U.S. BANK	Mayor Requested Hat Order (Lids.com)	4166		114.09
100-1010-7980	U.S. BANK	Hats for Mayor (SP Customlids.com)	4166		126.88
100-1010-7980	U.S. BANK	Return-Mayor Requested Hat Order (Lids.com)	4166		-95.81
100-1020-7711	U.S. BANK	Awards Recognition Event Supplies (Michaels)	4166		47.59
100-1020-7711	U.S. BANK	Service Recognition Flowers (Parkwhiz Inc)	4166		8.35
100-1020-7711	U.S. BANK	Service Recognition Flowers (Stems Floral)	4166		43.80
100-1020-7711	U.S. BANK	Service Recognition Flowers (Choice America)	4166		17.25
100-1020-7711	U.S. BANK	Awards Recognition Event Supplies (Amazon)	4166		84.77
100-1020-7716	U.S. BANK	City Events Music License (Broadcast Music Inc)	4166		435.00
100-1020-7716	U.S. BANK	Return-Holiday in the Park (JoAnn Stores)	4166		-29.33
100-1020-7716	U.S. BANK	Citywide Special Events Music License (SESAC)	4166		581.00
100-1020-7980	U.S. BANK	Service Recognition Flowers (Orchid Man)	4166		9.31
100-1020-7980	U.S. BANK	Labels (Amazon)	4166		23.15
100-1020-7980	U.S. BANK	Service Recognition Flowers (HB Wholesale)	4166		38.33
100-1020-7980	U.S. BANK	Service Recognition Flowers (Kimura Plus)	4166		43.80
100-1020-7980	U.S. BANK	Employee Party Candy (See's Candy)	4166		180.00
100-1020-7980	U.S. BANK	Employee Awards Party Curtains (Amazon)	4166		52.88
100-1020-7980	U.S. BANK	Service Recognition Flowers (Divine Orchids)	4166		74.00
100-1020-7980	U.S. BANK	Employee Party Pillows/Covers (Amazon)	4166		107.90
100-1605-7610	U.S. BANK	Manuel Enriquez Breakfast w/Mayor (Duarte Chamber)	4166		35.00
100-1605-7610	U.S. BANK	Parking in China Town 1/3/24 (Unified Valet)	4166		5.00
100-1605-7614	U.S. BANK	Storage Container (Amazon)	4166		24.24
100-1605-7614	U.S. BANK	Office Supplies (Amazon)	4166		49.00
100-1605-7614	U.S. BANK	Laptop Bag (Amazon)	4166		66.14
100-1605-7614	U.S. BANK	Label Maker Tape (Amazon)	4166		14.21
100-1605-7614	U.S. BANK	Office Supplies (Michaels)	4166		6.60
100-1605-7693	U.S. BANK	MYC Dinner 1/8/2024 (Domino's)	4166		48.44
100-1605-7730	U.S. BANK	Lunar New Year Decorations (JR Gifts Co)	4166		428.14
100-1605-7730	U.S. BANK	Refund-Lunar New Year Event Ribbon (Amazon)	4166		-36.04

Council Warrant Register By Account

Payment Dates: 1/25/2024 - 2/14/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7730	U.S. BANK	Lunar New Year Decorations (Wing Wa Hing)	4166		599.21
100-1605-7730	U.S. BANK	Lunar New Year Event Pens (Amazon)	4166		8.82
100-1605-7730	U.S. BANK	Lunar New Year Event Supplies (Amazon)	4166		141.72
100-1605-7730	U.S. BANK	Lunar New Year Event Supplies (Amazon)	4166		175.74
100-1605-7730	U.S. BANK	Lunar New Year Event Supplies (Amazon)	4166		107.82
100-1605-7733	U.S. BANK	New Year's Event Decorations (Amazon)	4166		241.61
100-1605-7733	U.S. BANK	SC New Years Brunch Glasses (Smart & Final)	4166		41.64
100-1605-7733	U.S. BANK	SC New Year's Brunch Supplies (Smart & Final)	4166		186.91
100-1605-7733	U.S. BANK	SC Office Supplies (Amazon)	4166		86.54
100-1605-7733	U.S. BANK	SC New Years Brunch Supplies (Costco)	4166		50.87
100-1605-7733	U.S. BANK	SC Monthly Dance/Misc Supplies (Smart & Final)	4166		238.14
100-1605-7735	U.S. BANK	TC Ping Pong Table (Amazon)	4166		538.98
100-1605-7735	U.S. BANK	TC Ping Pong/Air Hockey/Pool Table Covers (Amazon)	4166		144.12
100-1605-7735	U.S. BANK	MLK Essay Winner Gift Cards (Amazon)	4166		150.00
100-1605-7735	U.S. BANK	TC Pickleball Net/Paddles (Amazon)	4166		114.15
100-1605-7735	U.S. BANK	TC Girls Night Out Movie Tickets (Regal Cinema)	4166		111.60
100-1605-7735	U.S. BANK	MLK Speaker Gift Card (Amazon)	4166		100.00
100-1605-7735	U.S. BANK	TC Office Supplies (Amazon)	4166		70.93
100-1605-7737	U.S. BANK	Excursion Tickets-Chicago 3/13/24 (Pantages)	4166		1,897.50
100-1605-7739	U.S. BANK	Special Events Publicity (Facebook)	4166		39.00
100-1605-7741	U.S. BANK	Ball Cart (Amazon)	4166		356.52
100-1605-7741	U.S. BANK	Youth Sports Basketball Supplies (Amazon)	4166		439.41
100-1605-7741	U.S. BANK	Youth Sports Wheels of LAS (Amazon)	4166		33.06
100-1605-7745	U.S. BANK	Immer Cabrera USA Boxing Membership	4166		122.00
100-1605-7745	U.S. BANK	TC Boxing Ab Machine (Amazon)	4166		110.24
100-1605-7745	U.S. BANK	Luis Valenzuela USA Boxing Membership	4166		87.00
100-1605-7745	U.S. BANK	Victor Valenzuela USA Boxing Membership	4166		87.00
100-1605-7745	U.S. BANK	Salvador Hernandez USA Boxing Membership	4166		87.00
100-1605-7745	U.S. BANK	Duarte Boxing Club Membership (USA Boxing)	4166		184.50
100-1605-7980	U.S. BANK	Employee Meeting Coffee (Starbucks)	4166		20.00
100-1605-7980	U.S. BANK	Serving Tray (Tik Tok Shop)	4166		11.93
100-1605-7980	U.S. BANK	Valentine's Event Supplies (Target)	4166		22.00
100-1610-7618	U.S. BANK	Senior Ctr Coffee Supplies (Smart & Final)	4166		429.27
100-1610-7618	U.S. BANK	CM Office Furniture (Jules Seltzer & Assoc)	4166		952.00
100-1610-7618	U.S. BANK	Council Drinks (Smart & Final)	4166		28.70

Council Warrant Register By Account

Payment Dates: 1/25/2024 - 2/14/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1610-7618	U.S. BANK	Senior Ctr Coffee Supplies (Smart & Final)	4166		184.82
100-1610-7618	U.S. BANK	(2) Step Ladders	4166		123.46
100-1810-7611	U.S. BANK	PT CPR Training Lunch (Chick-Fil-A)	4166		170.67
100-1810-7611	U.S. BANK	PT CPR Training Supplies (Ralphs)	4166		52.24
100-1810-7611	U.S. BANK	PT CPR Training Supplies (Smart & Final)	4166		25.98
100-1810-7611	U.S. BANK	PT CPR Training Hot Chocolate (Coffee Bean)	4166		19.95
100-1810-7611	U.S. BANK	PT CPR Training Supplies (Einstein Bagels)	4166		30.48
100-1605-7736	ABRAHAM MARTINEZ	Instructor Fee-Piano Fun 9/30/23 - 11/18/23	4142		336.00
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel (SWA) License 3/1/2024 - 2/28/2025	4159		2,330.29
100-1415-7889	LANDSCAPE WAREHOUSE III	Irrigation Supplies	4133		408.35
100-1605-7733	CURO MANAGED PRINT PRO...	SC Community Yard Sale Signage	219443		425.57
100-1605-7730	J & J SPORTS & TROPHIES	Lunar New Year Event Shirts	4129		273.20
100-1020-7711	DOLPHIN RENTS INC	Employee Awards Ceremony Table/Chair Rentals	4115		2,306.56
100-1610-7616	SANTA ANITA FAMILY YMCA	City of Duarte Pool Usage 12/2023	219462		1,891.44
100-1605-7733	RODOLFO CARDENAS	SC Monthly Dance DJ	219439		175.00
100-1410-8030	BENKO PRODUCTS INC	15% Deposit on Chemical Storage Building	4103		2,205.00
100-1605-7650	WEX BANK	Parks & Rec Fuel 11/1/23 - 11/30/23	BD24-0936		24.34
100-1605-7650	WEX BANK	Parks & Rec Fuel 12/1/23 - 12/31/23	BD24-0936		37.81
100-1010-7651	DFM ASSOCIATES	2024 Election Code Book	219444		75.08
100-1010-7965	MAGELLAN ADVISORS LLC	Broadband Access Needs Assessment 1/1/24 - 1/20/24	4138	202312/1010-7965-Prof. Svcs...	24,336.87
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 12/2023	4151		7,273.66
100-1015-7686	RUTAN & TUCKER LLP	General City Litigation 12/2023	4151		16,076.74
100-1015-7686	RUTAN & TUCKER LLP	Highland Ave Eminent Domain Legal 12/2023	4151		951.01
100-1410-8100	DUTHIE ELECTRIC SERVICE CO...	Emergency Generator Replacement/Installation	4117		93,709.25
100-2120	AUCTION EVENTS	TC Meeting Room Rent Deposit Refund 9/30/2023	219433		100.00
100-1015-7682	BURKE, WILLIAMS & SORENS...	Labor Legal Services 12/2023	4105		2,812.50
100-4408	DUARTE UNIFIED SCHOOL DIS...	SBA/Nextel Lease 2/2024	219446	250004 - Property Rent - Next...	2,001.51
100-1610-7652	INX BUILDING MAINTENANCE	City Hall Janitorial Svcs 2/2024	4128		1,773.47
100-1805-7610	ANGELA CHIAROMONTE	CSFMO Conference Expense Reimbursement	4110		128.24
100-1405-7980	COUNTY OF LA REGISTRAR-RE...	Notice of Exemption-ROP Gazebo/Courts	219431		75.00
100-1205-7779	ATHZIRI VILLA	DUSD Tutoring Program	219470	202418-FY23-26-Exp-Tutors,S...	300.00
Fund 100 - GENERAL FUND Total:					929,364.25
Fund: 220 - GAS TAX FUN					
220-2210-7813	TRAFFICALM SYSTEMS LLC	Duarte Rd Signage & Striping Project	4162	202411/2210-7813-Signs-Duar..	8,354.75
220-2205-8100	KHR ASSOCIATES	Highland Promenade SurveyDesign 12/12/23 - 1/12/24	4131	202106-2205-8100-Highland P...	14,770.00
220-2225-7965	RKA CONSULTING GROUP	Huntington Dr Survey & Utility Research 12/2023	4148		2,399.00
Fund 220 - GAS TAX FUN Total:					25,523.75

Council Warrant Register By Account

Payment Dates: 1/25/2024 - 2/14/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2410-7915	MARIPOSA LANDSCAPES INC	Parks (14) Landscape Maintenance 12/2023	4140		15,723.51
240-2410-7915	MARIPOSA LANDSCAPES INC	City Facilities (4) Landscape Maintenance 12/2023	4140		2,733.32
240-2410-7915	MARIPOSA LANDSCAPES INC	Misc Locations (8) Landscape Maintenance 12/2023	4140		1,509.99
240-2410-7917	MARIPOSA LANDSCAPES INC	Tree Wells (12) Landscape Maintenance 12/2023	4140		459.54
240-2410-7917	MARIPOSA LANDSCAPES INC	Medians/Pkwys (19) Landscape Maintenance 12/2023	4140		8,312.45
240-2420-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 12/2023	4140		491.67
240-2421-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 12/2023	4140		1,416.67
240-2422-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 12/2023	4140		693.80
240-2423-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 12/2023	4140		1,125.00
240-2424-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 12/2023	4140		775.01
240-2425-7913	MARIPOSA LANDSCAPES INC	Hearthstone Brush Clearance 12/2023	4140		1,166.67
240-2425-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 12/2023	4140		416.67
240-2426-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 12/2023	4140		333.33
240-2427-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 12/2023	4140		891.67
240-2431-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 12/2023	4140		891.67
240-2432-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 12/2023	4140		1,175.00
240-2433-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 12/2023	4140		750.00
240-2434-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 12/2023	4140		500.00
240-2435-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 12/2023	4140		750.00
240-2435-7918	MARIPOSA LANDSCAPES INC	Ridgecrest Brush Clearance 12/2023	4140		708.33
240-2405-7890	COUNTY OF LOS ANGELES DE...	Traffic Signal Maintenance 12/2023	219442		3,033.74
240-2410-7662	COUNTY OF LOS ANGELES AGR..	Gopher Control-Parks 10/16/2023	219441		313.85
240-2432-7887	LANDSCAPE WAREHOUSE III	Irrigation Repairs-Las Posadas LLD	4133		272.14
240-2426-7810	A1 MAINTENANCE SERVICES ...	Grocery Outlet Ctr Sweeping 1/2024	4099		784.00
240-2410-7906	WEST COAST ARBORISTS INC	Tree Removal & Residential Pruning	4174		1,776.50
240-2410-7909	WEST COAST ARBORISTS INC	Tree Removal & Residential Pruning	4174		2,122.50
240-2410-7662	LANDSCAPE WAREHOUSE III	Irrigation Repair-Thorsen Park	4133		14.21
240-2420-7887	RUDY'S PLUMBING INC	Backflow Testing-Kendrick LLD	4150		135.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Royal Oaks Park	4150		135.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Royal Oaks Park	4150		135.00
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Supplies	4133		408.35
240-2410-7891	LANDSCAPE WAREHOUSE III	Irrigation Supplies	4133		408.35
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					50,362.94

Council Warrant Register By Account

Payment Dates: 1/25/2024 - 2/14/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
260-2605-7965	LDM ASSOCIATES INC	FY24 CDBG ADA Curb Ramps Installation 12/2023	4134	202413-Professional Svcs-ADA...	468.00
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					468.00
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
290-2905-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 12/2023	4136		15,202.38
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					15,202.38
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease 1/01/2024 - 1/31/2024	BD24-0935		492.21
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease 1/01/2024 - 1/31/2024	BD24-0935		428.96
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Lease 1/01/2024 - 1/31/2024	BD24-0935		567.93
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 33 Lease 1/01/2024 - 1/31/2024	BD24-0935		601.11
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 25 Lease/Maint 1/01/2024 - 1/31/2024	BD24-0935		694.17
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					2,784.38
Fund: 400 - PARK DEVELOPMENT GRANT FUND					
400-4005-7965	STILLWATER ECOSYSTEM, WA...	Fish Cyn Falls Trail Restoration 11/27/23-12/31/23	219465	202214-Exp-Fish Cyn Trail Res...	4,463.25
400-4005-8041	MOORE IACOFANO GOLTSMA...	Design Svcs-Duarte Park Revitalization 12/2023	219456	202213-Capial Exp-Duarte Par...	2,218.75
400-4005-7965	U.S. BANK	Fish Cyn Lease Permit Appl Fee (State Land Comm)	4166		1,570.75
Fund 400 - PARK DEVELOPMENT GRANT FUND Total:					8,252.75
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7650	HOME DEPOT CREDIT SERVICES	City Yard Air Compressor/Hose	BD24-0937		273.67
440-4405-8013	FOOTHILL TRANSIT	58th Installment of 3rd Bus 1/2024	4123		3,887.05
440-4405-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 12/2023	219467		351.46
440-4405-7960	FOOTHILL TRANSIT	Duarte Local Service 12/2023	4123		16,953.29
440-5004	FOOTHILL TRANSIT	Duarte Local Service 12/2023	4123		-800.91
Fund 440 - PROPOSITION A TRANSIT FUND Total:					20,664.56
Fund: 460 - PROPOSITION C TRANSIT FUND					
460-4605-8013	FOOTHILL TRANSIT	58th Installment of 3rd Bus 1/2024	4123		3,180.31
460-4605-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 12/2023	219467		263.60
460-4605-7650	CITY OF MONROVIA	Fuel-Transportation Dept 12/2023	219455		236.88
460-4605-7650	AUTOZONE	Yard Supplies	219434		37.36
460-4605-7650	AUTOZONE	Vehicle 26 Battery	219434		212.57
460-4605-7650	AUTOZONE	Yard Supplies	219434		137.92
460-4605-7960	FOOTHILL TRANSIT	Duarte Local Service 12/2023	4123		13,870.88
460-5004	FOOTHILL TRANSIT	Duarte Local Service 12/2023	4123		-655.29
Fund 460 - PROPOSITION C TRANSIT FUND Total:					17,284.23
Fund: 490 - MEASURE W (WATER/STORMWATER)					
490-4905-7980	RIO HONDO-SAN GABRIEL RIV...	FY24 CIMP Implementation	4147		79,910.32
Fund 490 - MEASURE W (WATER/STORMWATER) Total:					79,910.32
Fund: 620 - COMMUNITY IMPROVEMENT FUND					
620-2127	FS CONTRACTORS INC	Retention 1/9/24 - 1/31/24	219448	202118-Retention-ATP Cycle 4...	-17,203.50
620-6220-8100	FS CONTRACTORS INC	ATP Cycle 4 Ped/Bike Safety Improv 1/9/24-1/31/24	219448	202118--ATP Cycle 4-Other Ca...	344,070.00
Fund 620 - COMMUNITY IMPROVEMENT FUND Total:					326,866.50
Grand Total:					1,476,684.06

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	929,364.25
220 - GAS TAX FUN	25,523.75
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	50,362.94
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	468.00
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	15,202.38
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	2,784.38
400 - PARK DEVELOPMENT GRANT FUND	8,252.75
440 - PROPOSITION A TRANSIT FUND	20,664.56
460 - PROPOSITION C TRANSIT FUND	17,284.23
490 - MEASURE W (WATER/STORMWATER)	79,910.32
620 - COMMUNITY IMPROVEMENT FUND	326,866.50
Grand Total:	1,476,684.06

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	2,372.20
100-1005-7641	Travel & Exp - Martin Del...	75.00
100-1005-7642	Travel & Exp - Finlay	75.00
100-1005-7643	Travel & Exp - Truong	75.00
100-1005-7644	Travel & Exp - Schulz	75.00
100-1005-7648	Travel & Exp - Kang	75.00
100-1005-7650	Travel & Exp - Lewis	75.00
100-1005-7980	Other Expenses	9.99
100-1010-7610	Travel, Mtgs & Conf	733.82
100-1010-7612	Publications and Dues	18.00
100-1010-7651	Election Services	75.08
100-1010-7670	Legal Notices	2,116.61
100-1010-7965	Professional Services	24,336.87
100-1010-7980	Other Expenses	436.48
100-1015-7680	City Attorney Legal	7,273.66
100-1015-7682	Labor Counsel Legal	2,812.50
100-1015-7684	Code Enforcement Legal	25,887.59
100-1015-7686	Other Legal Services	17,027.75
100-1020-7710	Chamber Of Commerce	1,600.00
100-1020-7711	Employee Recognition C...	6,419.94
100-1020-7712	Community Information ...	9,527.87
100-1020-7716	Special Community Even...	986.67
100-1020-7720	DCTV	2,345.00
100-1020-7724	Post Office Parking	312.00
100-1020-7980	Other Expenses	3,276.15
100-1205-7610	Travel, Mtgs & Conf	24.99
100-1205-7613	Duplications And Photos	154.35
100-1205-7614	Office Supplies	173.59
100-1205-7615	Emergency Supplies	12.58
100-1205-7636	Uniforms	329.14
100-1205-7650	Vehicle Maintenance	2,030.06
100-1205-7655	Emergency Services	215.61
100-1205-7694	Public Safety Commission	65.00
100-1205-7761	Parking Ticket Collect	17,103.25
100-1205-7762	Parking Pass Kiosk Costs	85.71
100-1205-7779	Youth Programs	1,008.80
100-1205-7780	Animal Control	5,993.33
100-1205-7781	Contract Law Enforceme...	446,097.66
100-1205-7782	Crossing Guard Contract...	13,424.76
100-1205-7783	GAPP Program	26,250.00
100-1205-7787	Public Safety Cntr Lease	13,664.83
100-1205-7980	Other Expenses	9.00

Account Summary

Account Number	Account Name	Payment Amount
100-1405-7614	Office Supplies	198.44
100-1405-7650	Vehicle Maintenance	48.78
100-1405-7801	Industrial Waste Inspect...	2,592.91
100-1405-7965	Professional Services	2,118.00
100-1405-7969	City Engineer	3,475.00
100-1405-7975	Economic Development ...	4,395.00
100-1405-7980	Other Expenses	79,357.06
100-1410-7610	Travel, Mtgs & Conf	51.50
100-1410-7650	Vehicle Maintenance	935.17
100-1410-7656	Emergency Generator	632.80
100-1410-7810	Street Sweeping	122.00
100-1410-7814	Graffiti Removal	3,778.24
100-1410-7815	Brush Clearance	2,156.00
100-1410-7980	Other Expenses	712.07
100-1410-8030	Other Equipment (Capita...	2,205.00
100-1410-8100	Other Capital Improvem...	93,709.25
100-1415-7889	Repairs-Sports Park	408.35
100-1415-7916	Landscape-Sport Park	3,426.72
100-1605-7002	Regular Salaries	76.92
100-1605-7610	Travel, Mtgs & Conf	40.00
100-1605-7614	Office Supplies	160.19
100-1605-7650	Vehicle Maintenance	345.09
100-1605-7693	Youth Council	48.44
100-1605-7730	Special Events	4,724.27
100-1605-7733	Senior Center	7,642.92
100-1605-7735	Teen Center	1,255.88
100-1605-7736	Youth & Adult Recreatio...	336.00
100-1605-7737	Adult Excursions	1,897.50
100-1605-7739	Publicity	39.00
100-1605-7741	Sports/Playground Progr...	1,053.99
100-1605-7745	Boxing Program	2,990.32
100-1605-7965	Professional Services	3,120.00
100-1605-7980	Other Expenses	53.93
100-1610-7616	Pool Supplies	1,891.44
100-1610-7618	Building Supplies	7,556.10
100-1610-7636	Uniforms	56.06
100-1610-7650	Vehicle Maintenance	677.01
100-1610-7652	Building Maint Services	10,854.92
100-1610-8100	Other Capital Improvem...	5,400.00
100-1805-7610	Travel, Mtgs & Conf	163.24
100-1805-7614	Office Supplies	142.88
100-1805-7653	Bank Charges	346.51
100-1805-7965	Professional Services	4,098.44
100-1810-7611	Training	299.32
100-1810-7614	Office Supplies	154.12
100-1810-7660	Other Services	96.00
100-1810-7671	Recruiting Advertisemen...	300.00
100-1815-7632	Software	877.70
100-1815-7820	Finance Software	13,360.32
100-1815-7830	Telephone Services	2,330.29
100-1825-7613	Duplications And Photos	589.88
100-1825-7614	Office Supplies	307.97
100-1825-7630	Equipment Lease	2,437.10
100-1825-7631	Equipment Maintenance	569.76
100-1825-7674	Retiree Health Insurance	3,960.00
100-1825-7980	Other Expenses	68.00
100-1830-8100	Vehicle Replacement (C...	9,610.10
100-2120	Refundable Deposits	700.00

Account Summary

Account Number	Account Name	Payment Amount
100-2123	Special Event Insurance ...	1,305.00
100-2126	Construction and Demoli...	500.00
100-4408	Property Rental	2,001.51
100-4806	Excursion Fees	65.00
100-5004	Other Revenue	-125.00
100-5005	Taxable Sales	3.00
220-2205-8100	Other Capital Improvem...	14,770.00
220-2210-7813	Regulatory Signs	8,354.75
220-2225-7965	Professional Services	2,399.00
240-2405-7890	Repairs-Traffic Signal	3,033.74
240-2410-7662	Other Serv-Citywide	598.06
240-2410-7888	Repairs-Citywide	408.35
240-2410-7891	Repairs-Medians	408.35
240-2410-7906	Tree Trim-Citywide	1,776.50
240-2410-7909	Tree Trim-Residential	2,122.50
240-2410-7915	Landscape-Citywide	19,966.82
240-2410-7917	Landscape-Medians	8,771.99
240-2420-7887	Repairs & Replacements	135.00
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
240-2426-7810	Street Sweeping	784.00
240-2426-7914	Landscape Maintenance	333.33
240-2427-7914	Landscape Maintenance	891.67
240-2431-7914	Landscape Maintenance	891.67
240-2432-7887	Repairs & Replacements	272.14
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	468.00
290-2905-7781	Contract Law Enforceme...	15,202.38
320-3205-8013	Vehicles (Capital)	2,784.38
400-4005-7965	Professional Services	6,034.00
400-4005-8041	Park Improvements (Cap...	2,218.75
440-4405-7650	Vehicle Maintenance	273.67
440-4405-7814	Graffiti Removal	351.46
440-4405-7960	Foothill Transit Operatio...	16,953.29
440-4405-8013	Vehicles (Capital)	3,887.05
440-5004	Other Revenue	-800.91
460-4605-7650	Vehicle Maintenance	624.73
460-4605-7814	Graffiti Removal	263.60
460-4605-7960	Foothill Tranist Operatio...	13,870.88
460-4605-8013	Vehicles (Capital)	3,180.31
460-5004	Other Revenue	-655.29
490-4905-7980	Other Expenses	79,910.32
620-2127	Retention Payable	-17,203.50
620-6220-8100	Other Capital Improvem...	344,070.00
Grand Total:		1,476,684.06

Project Account Summary

Project Account Key	Payment Amount
None	1,086,654.43

Project Account Summary

Project Account Key	Payment Amount
202106-2205-8100-Highland Promenade Measure M	14,770.00
202118-ATP Cycle 4-City Engineer	1,555.00
202118--ATP Cycle 4-Other Cap. Improv.	344,070.00
202118-Retention-ATP Cycle 4-Grant	-17,203.50
202213-Capial Exp-Duarte Park Improvements	2,218.75
202214-Exp-Fish Cyn Trail Restoration/Access Plan	4,463.25
202311/1405-7975-BV/Hunt Dr Grocery Outlet Assess	4,395.00
202312/1010-7965-Prof. Svcs-Broadband Assessment	24,336.87
202411/2210-7813-Signs-Duarte Rd Signage/Striping	8,354.75
202413-Professional Svcs-ADA Curb Ramps	468.00
202418-FY23-26-Exp-Tutors,Student Engage,Live Scan	600.00
250004 - Property Rent - Nextel Rent (Otis Gordon)	2,001.51
Grand Total:	1,476,684.06



City of Duarte

Council Warrant Register By Vendor By Fund

Payment Dates 1/25/2024 - 2/14/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 1570 - A1 MAINTENANCE SERVICES CA					
100-1410-7810	A1 MAINTENANCE SERVICES ...	Las Brisas Sweeping 1/2024	205988		61.00
100-1410-7810	A1 MAINTENANCE SERVICES ...	Las Posadas Sweeping 1/2024	205989		61.00
Vendor 1570 - A1 MAINTENANCE SERVICES CA Total:					122.00
Vendor: 5706 - ABRAHAM MARTINEZ					
100-1605-7733	ABRAHAM MARTINEZ	SC Sweethearts Dance Entertainment	2024-001		1,250.00
100-1605-7736	ABRAHAM MARTINEZ	Instructor Fee-Piano Fun 9/30/23 - 11/18/23	2023-012		336.00
Vendor 5706 - ABRAHAM MARTINEZ Total:					1,586.00
Vendor: 5086 - ACCO ENGINEERED SYSTEMS					
100-1610-7652	ACCO ENGINEERED SYSTEMS	HVAC Maint Contract-Teen Ctr (Quarterly)	20500138		1,074.00
100-1610-7652	ACCO ENGINEERED SYSTEMS	HVAC Maint Contract-Civic Ctr (Quarterly)	20500139		3,540.00
Vendor 5086 - ACCO ENGINEERED SYSTEMS Total:					4,614.00
Vendor: 5612 - ACTIVE NETWORK LLC					
100-4806	ACTIVE NETWORK LLC	ActiveNet Charge Back (Receipt CB2023NOV_121 #1003953.005)			65.00
Vendor 5612 - ACTIVE NETWORK LLC Total:					65.00
Vendor: 1388 - AIDA TORRES					
100-1205-7779	AIDA TORRES	Youth Mountain High Trip Expense Reimbursement	1/03/2024		338.00
Vendor 1388 - AIDA TORRES Total:					338.00
Vendor: 6117 - ALL CITY MANAGEMENT SERVICE INC					
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Srvcs 11/26/23 - 12/9/23	89991		6,920.64
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Srvcs 12/10/23 - 12/23/23	90228		6,504.12
Vendor 6117 - ALL CITY MANAGEMENT SERVICE INC Total:					13,424.76
Vendor: 6131 - ANGELA CHIAROMONTE					
100-1805-7610	ANGELA CHIAROMONTE	CSFMO Conference Expense Reimbursement	1/31/24-2/2/24		128.24
Vendor 6131 - ANGELA CHIAROMONTE Total:					128.24
Vendor: 3824 - ARBOR NURSERY PLUS					
100-1020-7980	ARBOR NURSERY PLUS	Annual Awards Plants	7013		167.58
Vendor 3824 - ARBOR NURSERY PLUS Total:					167.58
Vendor: 6450 - ATHZIRI VILLA					
100-1205-7779	ATHZIRI VILLA	DUSD Tutoring Program	12/2023	202418-FY23-26-Exp-Tutors,S...	300.00
Vendor 6450 - ATHZIRI VILLA Total:					300.00
Vendor: T4782 - AUCTION EVENTS					
100-2120	AUCTION EVENTS	TC Meeting Room Rent Deposit Refund 9/30/2023	R100727		100.00
Vendor T4782 - AUCTION EVENTS Total:					100.00
Vendor: 6571 - BENKO PRODUCTS INC					
100-1410-8030	BENKO PRODUCTS INC	15% Deposit on Chemical Storage Building	212304-D		2,205.00
Vendor 6571 - BENKO PRODUCTS INC Total:					2,205.00
Vendor: 5820 - BUCKNAM INFRASTRUCTURE GROUP INC					
100-1405-7980	BUCKNAM INFRASTRUCTURE ...	GIS Parcel Review/UPdate	352-07.02R		695.00
Vendor 5820 - BUCKNAM INFRASTRUCTURE GROUP INC Total:					695.00

Council Warrant Register By Vendor

Payment Dates: 1/25/2024 - 2/14/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 4838 - BURKE, WILLIAMS & SORENSEN LLP					
100-1015-7682	BURKE, WILLIAMS & SORENS...	Labor Legal Services 12/2023	315067		2,812.50
Vendor 4838 - BURKE, WILLIAMS & SORENSEN LLP Total:					2,812.50
Vendor: 5559 - CALE AMERICA INC					
100-1205-7762	CALE AMERICA INC	WTP Fees 12/2023	178429		85.71
Vendor 5559 - CALE AMERICA INC Total:					85.71
Vendor: 5836 - CALIFORNIA DEPT OF TAX & FEE ADMINISTRATION					
100-5005	CALIFORNIA DEPT OF TAX & F...	2023 Sales & Use Tax	0-038-987-385		3.00
Vendor 5836 - CALIFORNIA DEPT OF TAX & FEE ADMINISTRATION Total:					3.00
Vendor: 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE					
100-1810-7660	CALIFORNIA STATE DEPARTM...	Fingerprint Apps 12/2023	704916		96.00
Vendor 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE Total:					96.00
Vendor: 5719 - CANON FINANCIAL SERVICES INC					
100-1825-7630	CANON FINANCIAL SERVICES I...	CH(2)/PS/SC/TC Copier Lease 2/01/24 - 2/29/24	31946400		1,729.98
100-1825-7631	CANON FINANCIAL SERVICES I...	CH(2)/PS/SC/TC Copier Maint 12/1/23 - 12/31/23	31946400		539.83
Vendor 5719 - CANON FINANCIAL SERVICES INC Total:					2,269.81
Vendor: 5720 - CANON SOLUTIONS AMERICA INC					
100-1825-7631	CANON SOLUTIONS AMERICA ...	Finance Mgr Printer Maint 12/23/23 - 1/22/24	6006860365		29.93
Vendor 5720 - CANON SOLUTIONS AMERICA INC Total:					29.93
Vendor: 0028 - CATHERINE BRATTA					
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	2/2024		435.00
Vendor 0028 - CATHERINE BRATTA Total:					435.00
Vendor: 6340 - CESAR A GARCIA					
100-1005-7640	CESAR A GARCIA	Council Vehicle Allowance	2/2024		75.00
100-1005-7640	CESAR A GARCIA	WELL Conference Expense Reimbursement	1252024		225.20
100-1005-7640	CESAR A GARCIA	Staff Food 12/1/2023 Expense Reimbursement	1252024		72.00
Vendor 6340 - CESAR A GARCIA Total:					372.20
Vendor: 5120 - CHARLES ABBOTT ASSOCIATES INC					
100-1405-7980	CHARLES ABBOTT ASSOCIATES...	Building & Safety Services 12/2023	66781		78,587.06
Vendor 5120 - CHARLES ABBOTT ASSOCIATES INC Total:					78,587.06
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4180306135		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4180306135		9.31
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4181038188		30.37
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4181038188		33.43
Vendor 5140 - CINTAS CORPORATION #693 Total:					98.80
Vendor: 0903 - CITY OF MONROVIA					
100-1610-7650	CITY OF MONROVIA	Fuel-Facility Maintenance 12/2023	2401105		677.01
100-1410-7650	CITY OF MONROVIA	Fuel-Field Services 12/2023	2401106		935.17
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Recreation 12/2023	2401107		282.94
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 12/2023	2401108		1,158.34
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 12/2023	2401109		6,406.35
100-1405-7650	CITY OF MONROVIA	Fuel-Cmty Development 12/2023	2401111		48.78
Vendor 0903 - CITY OF MONROVIA Total:					9,508.59
Vendor: 6483 - CIVICA LAW GROUP, APC					
100-1015-7684	CIVICA LAW GROUP, APC	1001 Las Lomas Legal 12/2023	11703		750.60
100-1015-7684	CIVICA LAW GROUP, APC	General Code Enforcement Legal 12/2023	11704		24.30

Council Warrant Register By Vendor

Payment Dates: 1/25/2024 - 2/14/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1015-7684	CIVICA LAW GROUP, APC	Mendoza v. Duarte-Admin Appeal Legal 12/2023	11705		9,984.62
100-1015-7684	CIVICA LAW GROUP, APC	1307 Bloomdale Legal 12/2023	11706		8,757.20
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations 12/2023	11707		6,000.00
100-1015-7684	CIVICA LAW GROUP, APC	LASD Costs 12/2023	11708		30.67
100-1015-7684	CIVICA LAW GROUP, APC	Special Project-April Cribbs & CARE Court 12/2023	11710		340.20
Vendor 6483 - CIVICA LAW GROUP, APC Total:					25,887.59
Vendor: 0692 - COUNTY OF LA REGISTRAR-RECORDER/COUNTY CLERK					
100-1405-7980	COUNTY OF LA REGISTRAR-RE...	Notice of Exemption-ROP Gazebo/Courts	2052024		75.00
Vendor 0692 - COUNTY OF LA REGISTRAR-RECORDER/COUNTY CLERK Total:					75.00
Vendor: 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
100-1405-7801	COUNTY OF LOS ANGELES DE...	Industrial Waste Inspections 12/2023	24010803905		2,592.91
Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:					2,592.91
Vendor: 1117 - COUNTY OF LOS ANGELES PROBATION DEPARTMENT					
100-1205-7783	COUNTY OF LOS ANGELES PR...	PIP Program DPO Abernathy 10/1/23 - 12/31/23	DUA2324-02		26,250.00
Vendor 1117 - COUNTY OF LOS ANGELES PROBATION DEPARTMENT Total:					26,250.00
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1605-7730	CURO MANAGED PRINT PRO...	Lunar New Year Event Celebration Signs	7405		1,506.13
100-1205-7613	CURO MANAGED PRINT PRO...	Dog License Forms	7410		154.35
100-1020-7711	CURO MANAGED PRINT PRO...	Employee Awards Signage	7459		156.56
100-1605-7733	CURO MANAGED PRINT PRO...	SC Community Yard Sale Signage	7464		425.57
Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:					2,242.61
Vendor: 5025 - DARRELL RAY CARROLL					
100-1610-7652	DARRELL RAY CARROLL	Key Copies	25391		39.69
100-1610-7652	DARRELL RAY CARROLL	TC Snack Bar Lock Repair	25117		145.00
Vendor 5025 - DARRELL RAY CARROLL Total:					184.69
Vendor: 5501 - DATA TICKET INC					
100-1205-7761	DATA TICKET INC	Admin Srvcs Processing Fees 10/2023	157859		10,874.45
100-1205-7761	DATA TICKET INC	Admin Citation Processing 12/2023	160161		701.27
100-1205-7761	DATA TICKET INC	Parking Citation Processing 12/2023	160827		1,547.53
Vendor 5501 - DATA TICKET INC Total:					13,123.25
Vendor: 1077 - DFM ASSOCIATES					
100-1010-7651	DFM ASSOCIATES	2024 Election Code Book	01302024		75.08
Vendor 1077 - DFM ASSOCIATES Total:					75.08
Vendor: 1381 - DOLPHIN RENTS INC					
100-1020-7711	DOLPHIN RENTS INC	Employee Awards Ceremony Table/Chair Rentals	01-215647-05		2,306.56
Vendor 1381 - DOLPHIN RENTS INC Total:					2,306.56
Vendor: 3165 - DUARTE PUBLIC SAFETY PETTY CASH					
100-1205-7610	DUARTE PUBLIC SAFETY PETTY...	Meeting Supplies	1222024		24.99
100-1205-7615	DUARTE PUBLIC SAFETY PETTY...	Water	1222024		12.58
100-1205-7980	DUARTE PUBLIC SAFETY PETTY...	Office Water	1222024		9.00
Vendor 3165 - DUARTE PUBLIC SAFETY PETTY CASH Total:					46.57
Vendor: 0077 - DUARTE UNIFIED SCHOOL DISTRICT					
100-4408	DUARTE UNIFIED SCHOOL DIS...	SBA/Nextel Lease 2/2024	R102401	250004 - Property Rent - Next...	2,001.51
Vendor 0077 - DUARTE UNIFIED SCHOOL DISTRICT Total:					2,001.51

Council Warrant Register By Vendor

Payment Dates: 1/25/2024 - 2/14/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6366 - DUTHIE ELECTRIC SERVICE CORPORATION					
100-1410-8100	DUTHIE ELECTRIC SERVICE CO...	Emergency Generator Replacement/Installation	E123058		93,709.25
Vendor 6366 - DUTHIE ELECTRIC SERVICE CORPORATION Total:					93,709.25
Vendor: 4159 - ECM PECO INC / PRECISION ELECTRIC CO					
100-1610-7652	ECM PECO INC / PRECISION EL...	City Electrical Design & Engineering	231785		3,500.00
Vendor 4159 - ECM PECO INC / PRECISION ELECTRIC CO Total:					3,500.00
Vendor: 1533 - EFREN CASTRO					
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	2/2024		566.00
Vendor 1533 - EFREN CASTRO Total:					566.00
Vendor: 6460 - ELIJAH MORALES					
100-1205-7779	ELIJAH MORALES	DUSD Tutoring Program	11/2023	202418-FY23-26-Exp-Tutors,S...	300.00
Vendor 6460 - ELIJAH MORALES Total:					300.00
Vendor: 6189 - ENTERPRISE FM TRUST					
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 15 Lease/Maint 1/01/2024 - 1/31/2024	FBN4933291		1,086.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 6 Lease/Maint 1/01/2024 - 1/31/2024	FBN4933291		578.99
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 1/01/2024 - 1/31/2024	FBN4933291		574.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 11 Lease/Maint 1/01/2024 - 1/31/2024	FBN4933291		702.14
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 1/01/2024 - 1/31/2024	FBN4933291		566.88
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 20 Lease/Maint 1/01/2024 - 1/31/2024	FBN4933291		720.34
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 100 Lease/Maint 1/01/2024 - 1/31/2024	FBN4933291		555.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 36 Lease/Maint 1/01/2024 - 1/31/2024	FBN4933291		478.95
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 1/01/2024 - 1/31/2024	FBN4933291		476.29
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 1/01/2024 - 1/31/2024	FBN4933291		433.48
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 1/01/2024 - 1/31/2024	FBN4933291		223.12
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 1/01/2024 - 1/31/2024	FBN4933291		431.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicles 33,34,24,31,25 Maint Fees 1/2024	FBN4933291		266.75
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 1/01/2024 - 1/31/2024	FBN4933291		556.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 7 Lease/Maint 1/01/2024 - 1/31/2024	FBN4933291		782.73
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 1/01/2024 - 1/31/2024	FBN4933291		591.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 1/01/2024 - 1/31/2024	FBN4933291		584.85
Vendor 6189 - ENTERPRISE FM TRUST Total:					9,610.10
Vendor: 4438 - ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC					
100-1405-7965	ENVIRONMENTAL SYSTEMS R...	ARCGIS Online Viewer/Creator 1/15/2024 - 1/14/2025	94630452		1,650.00
Vendor 4438 - ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC Total:					1,650.00
Vendor: 1357 - EXECUTIVE ELEVATOR INC					
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 1/2024	104482		159.00
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Repair	104765		581.02
Vendor 1357 - EXECUTIVE ELEVATOR INC Total:					740.02

Council Warrant Register By Vendor

Payment Dates: 1/25/2024 - 2/14/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 4039 - FSP DESIGNS					
100-1205-7779	FSP DESIGNS	Staff Jacket	11388		70.80
100-1205-7636	FSP DESIGNS	Larry Breceda Uniform Jacket	11412		185.59
100-1205-7636	FSP DESIGNS	Staff Uniform Jackets	11414		143.55
100-1205-7694	FSP DESIGNS	Commission Supplies	11414		65.00
Vendor 4039 - FSP DESIGNS Total:					464.94
Vendor: 5340 - GRAND PRINTING INC					
100-1825-7613	GRAND PRINTING INC	Envelopes/Business Cards (Juan Oseguera)	112841		427.77
Vendor 5340 - GRAND PRINTING INC Total:					427.77
Vendor: 3570 - HDL COREN & CONE					
100-1805-7965	HDL COREN & CONE	Property Tax Srvcs 1/2024 - 3/2024	SIN035283		3,438.44
Vendor 3570 - HDL COREN & CONE Total:					3,438.44
Vendor: 6441 - HDL SOFTWARE LLC					
100-1815-7820	HDL SOFTWARE LLC	BL Annual Software Hosting Use Fee	SIN034935		13,360.32
Vendor 6441 - HDL SOFTWARE LLC Total:					13,360.32
Vendor: 6002 - HEULYN REGINA DUMAS-JOHNSON					
100-1605-7733	HEULYN REGINA DUMAS-JOH...	Senior Center Sewing Class 2/2024	SC-02/2024		320.00
Vendor 6002 - HEULYN REGINA DUMAS-JOHNSON Total:					320.00
Vendor: 4936 - HOLIDAY GOO INC					
100-1605-7730	HOLIDAY GOO INC	Underwater Easter Egg Hunt Supplies	20137		132.24
100-1605-7733	HOLIDAY GOO INC	SC Egg Hunt & Spring Dance Supplies	20138		132.24
100-1605-7730	HOLIDAY GOO INC	EggFest Eggs	20139		687.29
Vendor 4936 - HOLIDAY GOO INC Total:					951.77
Vendor: 3202 - HOLIDAY SIGNS LLC					
100-1825-7614	HOLIDAY SIGNS LLC	Holiday Signs	15956		221.45
Vendor 3202 - HOLIDAY SIGNS LLC Total:					221.45
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maint Supplies/Repairs/Tools	4535553		103.45
100-1610-7618	HOME DEPOT CREDIT SERVICES	Batteries	4535555		37.20
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Supplies/Repairs/Tools	2020996		164.50
100-1610-7618	HOME DEPOT CREDIT SERVICES	Plumbing Repairs	8614089		65.54
100-1610-7618	HOME DEPOT CREDIT SERVICES	SC Trees/TC Picture Install	3542171		387.58
100-1610-7618	HOME DEPOT CREDIT SERVICES	Santa Coming to Duarte Truck Prep	2512403		87.98
100-1605-7730	HOME DEPOT CREDIT SERVICES	Home Decorating Winner Gift Cards	0516425		700.00
100-1410-7980	HOME DEPOT CREDIT SERVICES	Field Services Tools & Supplies	9152544		248.12
100-1410-7980	HOME DEPOT CREDIT SERVICES	Field Srvcs Tools & Supplies	8023807		424.53
100-1410-7980	HOME DEPOT CREDIT SERVICES	City Yard Parts & Supplies	2024198		89.73
100-1410-7980	HOME DEPOT CREDIT SERVICES	Return-Yard Parts & Supplies (Inv #2024198)	0212570		-50.31
Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:					2,258.32
Vendor: 6309 - INX BUILDING MAINTENANCE					
100-1610-7652	INX BUILDING MAINTENANCE	City Hall Janitorial Srvcs 2/2024	982858		1,773.47
Vendor 6309 - INX BUILDING MAINTENANCE Total:					1,773.47
Vendor: 0594 - J & J SPORTS & TROPHIES					
100-1605-7730	J & J SPORTS & TROPHIES	Lunar New Year Event Shirts	30358		273.20
Vendor 0594 - J & J SPORTS & TROPHIES Total:					273.20

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Payment Dates: 1/25/2024 - 2/14/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 3821 - JACQUELINE BURCKHARD					
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	2/2024		218.00
Vendor 3821 - JACQUELINE BURCKHARD Total:					218.00
Vendor: 0128 - JIM KIRCHNER					
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	2/2024		435.00
Vendor 0128 - JIM KIRCHNER Total:					435.00
Vendor: 6204 - JODY ERRANDI SCHULZ					
100-1005-7644	JODY ERRANDI SCHULZ	Council Vehicle Allowance	2/2024		75.00
Vendor 6204 - JODY ERRANDI SCHULZ Total:					75.00
Vendor: 0086 - JOHN FASANA					
100-1825-7674	JOHN FASANA	Health Insurance Reimbursement	2/2024		435.00
Vendor 0086 - JOHN FASANA Total:					435.00
Vendor: 3968 - LANDSCAPE WAREHOUSE III					
100-1415-7889	LANDSCAPE WAREHOUSE III	Irrigation Supplies	4193338		408.35
Vendor 3968 - LANDSCAPE WAREHOUSE III Total:					408.35
Vendor: 5438 - LDM ASSOCIATES INC					
100-1405-7965	LDM ASSOCIATES INC	FY24 Federal Grant Administration 12/2023	8079		468.00
Vendor 5438 - LDM ASSOCIATES INC Total:					468.00
Vendor: 5060 - LINDA HENDERSON					
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	2/2024		435.00
Vendor 5060 - LINDA HENDERSON Total:					435.00
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
100-1205-7781	LOS ANGELES COUNTY SHERIF... Sheriff Contract 12/2023		241725EC		439,691.31
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					439,691.31
Vendor: 6477 - LPA INC					
100-1610-8100	LPA INC	Duarte City Hall Renovation 11/2023	ARIV1007123		3,750.00
100-1610-8100	LPA INC	Duarte City Hall Renovation 12/2023	ARIV1007556		1,650.00
100-1605-7965	LPA INC	Fitness Center Aquatics Assessment 9/2023	ARIV1006133		3,120.00
Vendor 6477 - LPA INC Total:					8,520.00
Vendor: T4781 - LUCIANA LANG TAYLOR					
100-2120	LUCIANA LANG TAYLOR	TC Rent Deposit Refund 1/21/2024	R102112		300.00
Vendor T4781 - LUCIANA LANG TAYLOR Total:					300.00
Vendor: 5698 - LUDECKE PROPERTY MANAGEMENT INC					
100-1020-7710	LUDECKE PROPERTY MANAG...	Chamber Lease 2/2024	1735-huntplaz-0224		1,600.00
Vendor 5698 - LUDECKE PROPERTY MANAGEMENT INC Total:					1,600.00
Vendor: 6565 - MAGELLAN ADVISORS LLC					
100-1010-7965	MAGELLAN ADVISORS LLC	Broadband Access Needs Assessment 1/1/24 - 1/20/24	0389335	202312/1010-7965-Prof. Svcs...	24,336.87
Vendor 6565 - MAGELLAN ADVISORS LLC Total:					24,336.87
Vendor: 5868 - MAINTEX INC					
100-1610-7618	MAINTEX INC	Building Maintenance Supplies	1067344-02		55.27
Vendor 5868 - MAINTEX INC Total:					55.27
Vendor: 0285 - MARGARET FINLAY					
100-1005-7642	MARGARET FINLAY	Council Vehicle Allowance	2/2024		75.00
Vendor 0285 - MARGARET FINLAY Total:					75.00
Vendor: 4434 - MARIPOSA LANDSCAPES INC					
100-1020-7724	MARIPOSA LANDSCAPES INC	PO Pkg Lot Landscape Maintenance 12/2023	105826		312.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1410-7815	MARIPOSA LANDSCAPES INC	Duarte Wilderness Park Brush Clearance 12/2023	105826		2,080.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Greenbank Ave Brush Clearance 12/2023	105826		76.00
100-1415-7916	MARIPOSA LANDSCAPES INC	Sports Parks (2) Landscape Maintenance 12/2023	105826		3,426.72
Vendor 4434 - MARIPOSA LANDSCAPES INC Total:					5,894.72
Vendor: 6193 - MCKENTLY MALAK ARCHITECTS INC					
100-1405-7975	MCKENTLY MALAK ARCHITEC...	Design-Town Ctr South/Special Prjct 12/2023	36341	202311/1405-7975-BV/Hunt D..	4,395.00
Vendor 6193 - MCKENTLY MALAK ARCHITECTS INC Total:					4,395.00
Vendor: 1042 - MICHAEL TARR					
100-1825-7674	MICHAEL TARR	Health Insurance Reimbursement	2/2024		435.00
Vendor 1042 - MICHAEL TARR Total:					435.00
Vendor: 4620 - MIRACLE RECREATION EQUIPMENT CO					
100-1610-7618	MIRACLE RECREATION EQUIP...	ROP Slide Replacement (#2)	870000		4,223.94
Vendor 4620 - MIRACLE RECREATION EQUIPMENT CO Total:					4,223.94
Vendor: 2461 - MVP, LLC					
100-1205-7787	MVP, LLC	Public Safety Lease	2/2024		13,664.83
Vendor 2461 - MVP, LLC Total:					13,664.83
Vendor: 6280 - ONLY CREMATIONS FOR PETS					
100-1205-7780	ONLY CREMATIONS FOR PETS	Deceased Animal Disposal 12/2023	3111136		160.00
Vendor 6280 - ONLY CREMATIONS FOR PETS Total:					160.00
Vendor: 1197 - PAMELA ROMERO					
100-1605-7002	PAMELA ROMERO	CPR Stipend	2/2024		76.92
Vendor 1197 - PAMELA ROMERO Total:					76.92
Vendor: 6289 - PAPER RECYCLING & SHREDDING SPECIALISTS					
100-1825-7980	PAPER RECYCLING & SHREDDI...	Document Shredding 1/10/2024	564455		68.00
Vendor 6289 - PAPER RECYCLING & SHREDDING SPECIALISTS Total:					68.00
Vendor: 6334 - PAUL D MCCULLOUGH JR					
100-1020-7711	PAUL D MCCULLOUGH JR	Final-Annual Awards Caterer	3458		3,314.60
Vendor 6334 - PAUL D MCCULLOUGH JR Total:					3,314.60
Vendor: T4780 - PROPEL, A CHARTER MANAGEMENT GROUP INC					
100-2120	PROPEL, A CHARTER MANAG...	CC Rent Deposit Refund 1/17/2023	R101887		300.00
Vendor T4780 - PROPEL, A CHARTER MANAGEMENT GROUP INC Total:					300.00
Vendor: 6176 - QUADIENT LEASING USA INC					
100-1825-7630	QUADIENT LEASING USA INC	CH Postage Machine Lease 2/23/24 - 5/22/24	Q1167460		707.12
Vendor 6176 - QUADIENT LEASING USA INC Total:					707.12
Vendor: 0904 - RKA CONSULTING GROUP					
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 12/2023	34381		160.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 12/2023	34382		1,760.00
100-1405-7969	RKA CONSULTING GROUP	ATP Cycle 4 Ped/Bike Improvements 12/2023	34383	202118-ATP Cycle 4-City Engi...	1,555.00
Vendor 0904 - RKA CONSULTING GROUP Total:					3,475.00
Vendor: T4779 - ROBERT FRAUSTO					
100-2126	ROBERT FRAUSTO	Const/Demo Deposit Refund (Pmt #2021-271)	R93386		500.00
100-5004	ROBERT FRAUSTO	Administrative Fee (Pmt #2021-271)	R93386		-125.00
Vendor T4779 - ROBERT FRAUSTO Total:					375.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6293 - RODOLFO CARDENAS					
100-1605-7733	RODOLFO CARDENAS	SC Monthly Dance DJ	2/22/2024		175.00
Vendor 6293 - RODOLFO CARDENAS Total:					175.00
Vendor: 0196 - RUTAN & TUCKER LLP					
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 12/2023	983240		7,273.66
100-1015-7686	RUTAN & TUCKER LLP	General City Litigation 12/2023	983241		16,076.74
100-1015-7686	RUTAN & TUCKER LLP	Highalnd Ave Eminent Domain Legal 12/2023	983242		951.01
Vendor 0196 - RUTAN & TUCKER LLP Total:					24,301.41
Vendor: 5263 - SAMUEL KANG					
100-1005-7648	SAMUEL KANG	Council Vehicle Allowance	2/2024		75.00
Vendor 5263 - SAMUEL KANG Total:					75.00
Vendor: 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY					
100-1205-7780	SAN GABRIEL VALLEY HUMANE...	Animal Shelter Services 1/2024	1/2024D		5,833.33
Vendor 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY Total:					5,833.33
Vendor: 4545 - SANTA ANITA FAMILY YMCA					
100-1610-7616	SANTA ANITA FAMILY YMCA	City of Duarte Pool Usage 12/2023	1292024		1,891.44
Vendor 4545 - SANTA ANITA FAMILY YMCA Total:					1,891.44
Vendor: 6277 - SECTRAN SECURITY INC					
100-1805-7653	SECTRAN SECURITY INC	January 2024 Courier Pick-up	24010644		346.51
Vendor 6277 - SECTRAN SECURITY INC Total:					346.51
Vendor: 0202 - SHAFFER AWARDS					
100-1605-7735	SHAFFER AWARDS	Victor Valenzuela Retirement Plaque	7809		18.35
Vendor 0202 - SHAFFER AWARDS Total:					18.35
Vendor: 0220 - SOUTHERN CALIFORNIA NEWS GROUP					
100-1010-7670	SOUTHERN CALIFORNIA NEWS...	Legal Advertising 12/2023	578918		2,116.61
Vendor 0220 - SOUTHERN CALIFORNIA NEWS GROUP Total:					2,116.61
Vendor: 2688 - STAPLES ADVANTAGE					
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	3557091614		97.22
100-1205-7614	STAPLES ADVANTAGE	Tobacco Supplies	3557286017		76.37
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	3557527480		142.88
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	3557527480		162.11
100-1810-7614	STAPLES ADVANTAGE	HR Printer Toner	3557527481		154.12
Vendor 2688 - STAPLES ADVANTAGE Total:					632.70
Vendor: 0083 - STEVE ESBENSHADE					
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	2/2024		435.00
Vendor 0083 - STEVE ESBENSHADE Total:					435.00
Vendor: 1610 - SUNWEST ENGINEERING					
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Sump Alarm Repair	SA-42342		472.80
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 1/9/2024	SA-40864		160.00
Vendor 1610 - SUNWEST ENGINEERING Total:					632.80
Vendor: 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES					
100-1205-7761	SUPERIOR CT OF CAL CO OF L...	Citation Revenue Tax 12/2023	1092024		3,980.00
Vendor 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES Total:					3,980.00
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
100-1410-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 12/2023	17980		3,778.24
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					3,778.24
Vendor: 6457 - TERA MARTIN DEL CAMPO					
100-1005-7641	TERA MARTIN DEL CAMPO	Council Vehicle Allowance	2/2024		75.00
Vendor 6457 - TERA MARTIN DEL CAMPO Total:					75.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 3904 - TERESA RENTERIA					
100-1825-7674	TERESA RENTERIA	Health Insurance Reimbursement	2/2024		566.00
Vendor 3904 - TERESA RENTERIA Total:					566.00
Vendor: 5029 - THE TECHNOLOGY DEPOT INC					
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel (SWA) License 3/1/2024 - 2/28/2025	25576		2,330.29
Vendor 5029 - THE TECHNOLOGY DEPOT INC Total:					2,330.29
Vendor: 5544 - THEODORE SIEGEL					
100-1605-7733	THEODORE SIEGEL	SC 'Network' Screening/Presentation	2/15/2024		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 12/1/2023 - 12/31/2023	849510354		215.61
Vendor 5581 - THOMSON REUTERS-WEST PUBLISHING CORP Total:					215.61
Vendor: 6310 - TIFFANY'S CATERING					
100-1605-7733	TIFFANY'S CATERING	SC Sweetheart's Dance Dinner	2092024		3,486.66
Vendor 6310 - TIFFANY'S CATERING Total:					3,486.66
Vendor: 6443 - TISHA BELLANTUONI					
100-1605-7733	TISHA BELLANTUONI	Senior Ctr Holiday Event Carolers	12/11/2023		850.00
Vendor 6443 - TISHA BELLANTUONI Total:					850.00
Vendor: 6100 - TONEY LEWIS					
100-1005-7650	TONEY LEWIS	Council Vehicle Allowance	2/2024		75.00
Vendor 6100 - TONEY LEWIS Total:					75.00
Vendor: 5284 - TRIPEPI SMITH & ASSOCIATES					
100-1020-7712	TRIPEPI SMITH & ASSOCIATES	Community & Social Media Management 1/2024	11575		9,391.00
100-1020-7720	TRIPEPI SMITH & ASSOCIATES	PEG Channel Management Services 1/2024	11576		2,345.00
Vendor 5284 - TRIPEPI SMITH & ASSOCIATES Total:					11,736.00
Vendor: 4484 - U.S. BANK					
100-1405-7614	U.S. BANK	Standing Desk Converter (Flexispot)	01252024CH		198.44
100-1410-7610	U.S. BANK	Gerard/Sean MSA Training/Lunch 1/9/2024	01252024CH		51.50
100-1005-7980	U.S. BANK	DashPass 1/5/2024 - 2/5/2024 (DoorDash)	1252024BV		9.99
100-1010-7610	U.S. BANK	Brian V Mtg w/Gordon Amerson (Morrallito)	1252024BV		38.82
100-1010-7610	U.S. BANK	Brian V/Larry B City Mgr's Mtg 1/24/24 (CCCA)	1252024BV		100.00
100-1010-7610	U.S. BANK	Annette Juarez City Clerk Conf 4/2023 (CCA)	1252024BV		595.00
100-1010-7612	U.S. BANK	Pasadena Star News Online Subscription	1252024BV		18.00
100-1010-7980	U.S. BANK	Breakfast w/Mayor Registration (Square-Chamber)	1252024BV		50.00
100-1010-7980	U.S. BANK	Food Delivery 1/16/2024 (Costco by InstaCart)	1252024BV		74.13
100-1010-7980	U.S. BANK	Managers Staff Meeting Lunch (Panera Bread)	1252024BV		167.19
100-1020-7712	U.S. BANK	Generator for QR Codes (QR-Code)	1252024BV		119.88
100-1020-7712	U.S. BANK	Spotify Subscription	1252024BV		16.99
100-1020-7711	U.S. BANK	Employee Awards Supplies (Yummicandles)	1252024KP		40.23
100-1020-7711	U.S. BANK	Employees Awards Supplies (Yummicandles)	1252024KP		64.67

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1020-7711	U.S. BANK	Employees Awards Fruit Bar (Baja Ranch Mkt)	1252024KP		25.64
100-1020-7711	U.S. BANK	Employees Awards Supplies (Amazon)	1252024KP		79.29
100-1020-7711	U.S. BANK	Employees Awards Supplies (Amazon)	1252024KP		92.59
100-1020-7711	U.S. BANK	Employees Awards Coffee (Coffee Bean & Tea)	1252024KP		71.92
100-1020-7711	U.S. BANK	Employees Awards Supplies (TJMaxx)	1252024KP		66.12
100-1020-7980	U.S. BANK	Employee Awards Desserts (Merengue Bakery)	1252024KP		965.12
100-1020-7980	U.S. BANK	Employees Awards Awardee Gifts (Target)	1252024KP		850.00
100-1020-7980	U.S. BANK	Employees Awards Food/Drinks (Costco)	1252024KP		764.08
100-1605-7733	U.S. BANK	Netflix-Senior Ctr 1/4/24 - 2/23/24	1252024KP		7.74
100-1605-7735	U.S. BANK	Netflix-Teen Ctr 1/4/24 - 2/3/24	1252024KP		7.75
100-1605-7745	U.S. BANK	Winter Brawl Boxing Show Hotel (Hotels.com)	1252024KP		2,312.58
100-1805-7610	U.S. BANK	Kristen P Breakfast w/Mayor (Square-Chamber)	1252024KP		35.00
100-1805-7965	U.S. BANK	STR Trend Report Q4 10/2023 - 12/2023	1252024KP		660.00
100-1810-7671	U.S. BANK	Deputy City Clerk Job Posting (CACC)	1252024KP		300.00
100-1815-7632	U.S. BANK	Finance Webinar 1/7/24 - 2/6/24 (Zoom)	1252024KP		80.00
100-1815-7632	U.S. BANK	Adobe Creative Cloud/Acrobat Pro 1/13/24-2/12/24	1252024KP		797.70
100-1825-7614	U.S. BANK	2023 1099 NEC/Misc Forms/Envelopes (Amazon)	1252024KP		86.52
100-2123	U.S. BANK	Special Event Ins 10/1/23 - 12/31/23 (Alliant)	1252024KP		1,305.00
100-1010-7980	U.S. BANK	Mayor Requested Hat Order (Lids.com)	1252024ME		114.09
100-1010-7980	U.S. BANK	Hats for Mayor (SP Customlids.com)	1252024ME		126.88
100-1010-7980	U.S. BANK	Return-Mayor Requested Hat Order (Lids.com)	1252024ME		-95.81
100-1020-7711	U.S. BANK	Awards Recognition Event Supplies (Amazon)	1252024ME		84.77
100-1020-7711	U.S. BANK	Service Recognition Flowers (Stems Floral)	1252024ME		43.80
100-1020-7711	U.S. BANK	Awards Recognition Event Supplies (Michaels)	1252024ME		47.59
100-1020-7711	U.S. BANK	Service Recognition Flowers (Choice America)	1252024ME		17.25
100-1020-7711	U.S. BANK	Service Recognition Flowers (Parkwhiz Inc)	1252024ME		8.35
100-1020-7716	U.S. BANK	City Events Music License (Broadcast Music Inc)	1252024ME		435.00
100-1020-7716	U.S. BANK	Citywide Special Events Music License (SESAC)	1252024ME		581.00
100-1020-7716	U.S. BANK	Return-Holiday in the Park (JoAnn Stores)	1252024ME		-29.33
100-1020-7980	U.S. BANK	Service Recognition Flowers (Divine Orchids)	1252024ME		74.00
100-1020-7980	U.S. BANK	Employee Party Pillows/Covers (Amazon)	1252024ME		107.90
100-1020-7980	U.S. BANK	Service Recognition Flowers (Kimura Plus)	1252024ME		43.80

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100-1020-7980	U.S. BANK	Service Recognition Flowers (HB Wholesale)	1252024ME		38.33
100-1020-7980	U.S. BANK	Service Recognition Flowers (Orchid Man)	1252024ME		9.31
100-1020-7980	U.S. BANK	Employee Party Candy (See's Candy)	1252024ME		180.00
100-1020-7980	U.S. BANK	Employee Awards Party Curtains (Amazon)	1252024ME		52.88
100-1020-7980	U.S. BANK	Labels (Amazon)	1252024ME		23.15
100-1605-7610	U.S. BANK	Manuel Enriquez Breakfast w/Mayor (Duarte Chamber)	1252024ME		35.00
100-1605-7610	U.S. BANK	Parking in China Town 1/3/24 (Unified Valet)	1252024ME		5.00
100-1605-7614	U.S. BANK	Laptop Bag (Amazon)	1252024ME		66.14
100-1605-7614	U.S. BANK	Label Maker Tape (Amazon)	1252024ME		14.21
100-1605-7614	U.S. BANK	Office Supplies (Michaels)	1252024ME		6.60
100-1605-7614	U.S. BANK	Storage Container (Amazon)	1252024ME		24.24
100-1605-7614	U.S. BANK	Office Supplies (Amazon)	1252024ME		49.00
100-1605-7693	U.S. BANK	MYC Dinner 1/8/2024 (Domino's)	1252024ME		48.44
100-1605-7730	U.S. BANK	Lunar New Year Event Supplies (Amazon)	1252024ME		175.74
100-1605-7730	U.S. BANK	Lunar New Year Decorations (JR Gifts Co)	1252024ME		428.14
100-1605-7730	U.S. BANK	Lunar New Year Decorations (Wing Wa Hing)	1252024ME		599.21
100-1605-7730	U.S. BANK	Refund-Lunar New Year Event Ribbon (Amazon)	1252024ME		-36.04
100-1605-7730	U.S. BANK	Lunar New Year Event Pens (Amazon)	1252024ME		8.82
100-1605-7730	U.S. BANK	Lunar New Year Event Supplies (Amazon)	1252024ME		141.72
100-1605-7730	U.S. BANK	Lunar New Year Event Supplies (Amazon)	1252024ME		107.82
100-1605-7733	U.S. BANK	SC New Year's Brunch Supplies (Smart & Final)	1252024ME		186.91
100-1605-7733	U.S. BANK	SC Monthly Dance/Misc Supplies (Smart & Final)	1252024ME		238.14
100-1605-7733	U.S. BANK	New Year's Event Decorations (Amazon)	1252024ME		241.61
100-1605-7733	U.S. BANK	SC New Years Brunch Supplies (Costco)	1252024ME		50.87
100-1605-7733	U.S. BANK	SC Office Supplies (Amazon)	1252024ME		86.54
100-1605-7733	U.S. BANK	SC New Years Brunch Glasses (Smart & Final)	1252024ME		41.64
100-1605-7735	U.S. BANK	TC Ping Pong Table (Amazon)	1252024ME		538.98
100-1605-7735	U.S. BANK	TC Pickleball Net/Paddles (Amazon)	1252024ME		114.15
100-1605-7735	U.S. BANK	TC Office Supplies (Amazon)	1252024ME		70.93
100-1605-7735	U.S. BANK	TC Ping Pong/Air Hockey/Pool Table Covers (Amazon)	1252024ME		144.12
100-1605-7735	U.S. BANK	TC Girls Night Out Movie Tickets (Regal Cinema)	1252024ME		111.60
100-1605-7735	U.S. BANK	MLK Essay Winner Gift Cards (Amazon)	1252024ME		150.00
100-1605-7735	U.S. BANK	MLK Speaker Gift Card (Amazon)	1252024ME		100.00
100-1605-7737	U.S. BANK	Excursion Tickets-Chicago 3/13/24 (Pantages)	1252024ME		1,897.50
100-1605-7739	U.S. BANK	Special Events Publicity (Facebook)	1252024ME		39.00
100-1605-7741	U.S. BANK	Youth Sports Wheels of LAS (Amazon)	1252024ME		33.06
100-1605-7741	U.S. BANK	Ball Cart (Amazon)	1252024ME		356.52

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1605-7741	U.S. BANK	Youth Sports Basketball Supplies (Amazon)	1252024ME		439.41
100-1605-7745	U.S. BANK	TC Boxing Ab Machine (Amazon)	1252024ME		110.24
100-1605-7745	U.S. BANK	Luis Valenzuela USA Boxing Membership	1252024ME		87.00
100-1605-7745	U.S. BANK	Victor Valenzuela USA Boxing Membership	1252024ME		87.00
100-1605-7745	U.S. BANK	Immer Cabrera USA Boxing Membership	1252024ME		122.00
100-1605-7745	U.S. BANK	Duarte Boxing Club Membership (USA Boxing)	1252024ME		184.50
100-1605-7745	U.S. BANK	Salvador Hernandez USA Boxing Membership	1252024ME		87.00
100-1605-7980	U.S. BANK	Valentine's Event Supplies (Target)	1252024ME		22.00
100-1605-7980	U.S. BANK	Employee Meeting Coffee (Starbucks)	1252024ME		20.00
100-1605-7980	U.S. BANK	Serving Tray (Tik Tok Shop)	1252024ME		11.93
100-1610-7618	U.S. BANK	(2) Step Ladders	1252024ME		123.46
100-1610-7618	U.S. BANK	Senior Ctr Coffee Supplies (Smart & Final)	1252024ME		184.82
100-1610-7618	U.S. BANK	CM Office Furniture (Jules Seltzer & Assoc)	1252024ME		952.00
100-1610-7618	U.S. BANK	Senior Ctr Coffee Supplies (Smart & Final)	1252024ME		429.27
100-1610-7618	U.S. BANK	Council Drinks (Smart & Final)	1252024ME		28.70
100-1810-7611	U.S. BANK	PT CPR Training Lunch (Chick-Fil-A)	1252024ME		170.67
100-1810-7611	U.S. BANK	PT CPR Training Supplies (Einstein Bagels)	1252024ME		30.48
100-1810-7611	U.S. BANK	PT CPR Training Supplies (Smart & Final)	1252024ME		25.98
100-1810-7611	U.S. BANK	PT CPR Training Supplies (Ralphs)	1252024ME		52.24
100-1810-7611	U.S. BANK	PT CPR Training Hot Chocolate (Coffee Bean)	1252024ME		19.95
Vendor 4484 - U.S. BANK Total:					21,179.11
Vendor: 5907 - ULINE INC					
100-1610-7618	ULINE INC	TC Posts for Rentals	172754606		712.39
Vendor 5907 - ULINE INC Total:					712.39
Vendor: 6572 - VALIANCE CAPITAL LLC					
100-1605-7741	VALIANCE CAPITAL LLC	Basketball Referee Winter 1/20/2024	915000 - DT		45.00
100-1605-7741	VALIANCE CAPITAL LLC	Basketball Referee Winter 1/27/2024	915001 - DT		180.00
Vendor 6572 - VALIANCE CAPITAL LLC Total:					225.00
Vendor: 6196 - VINH TRUONG					
100-1005-7643	VINH TRUONG	Council Vehicle Allowance	2/2024		75.00
Vendor 6196 - VINH TRUONG Total:					75.00
Vendor: 6113 - WARDS SERVICE					
100-1205-7650	WARDS SERVICE	Vehicle 25 Service	93850		147.32
100-1205-7650	WARDS SERVICE	Vehicle 35 Service/Repair/Replacement Key	93876		724.40
Vendor 6113 - WARDS SERVICE Total:					871.72
Vendor: 6573 - WATER EDUCATION FOR LATINO LEADERS					
100-1005-7640	WATER EDUCATION FOR LATI...	Cesar Garcia Water Education Program	2023-54		2,000.00
Vendor 6573 - WATER EDUCATION FOR LATINO LEADERS Total:					2,000.00

Council Warrant Register By Vendor

Payment Dates: 1/25/2024 - 2/14/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 4797 - WEX BANK					
100-1605-7650	WEX BANK	Parks & Rec Fuel 11/1/23 - 11/30/23	93664743		24.34
100-1605-7650	WEX BANK	Parks & Rec Fuel 12/1/23 - 12/31/23	94205967		37.81
Vendor 4797 - WEX BANK Total:					62.15
Fund 100 - GENERAL FUND Total:					929,364.25
Fund: 220 - GAS TAX FUN					
Vendor: 6206 - KHR ASSOCIATES					
220-2205-8100	KHR ASSOCIATES	Highland Promenade SurveyDesign 12/12/23 - 1/12/24	24-11159	202106-2205-8100-Highland P..	14,770.00
Vendor 6206 - KHR ASSOCIATES Total:					14,770.00
Vendor: 0904 - RKA CONSULTING GROUP					
220-2225-7965	RKA CONSULTING GROUP	Huntington Dr Survey & Utility Research 12/2023	34384		2,399.00
Vendor 0904 - RKA CONSULTING GROUP Total:					2,399.00
Vendor: 6570 - TRAFFICALM SYSTEMS LLC					
220-2210-7813	TRAFFICALM SYSTEMS LLC	Duarte Rd Signage & Striping Project	0	202411/2210-7813-Signs-Duar..	8,354.75
Vendor 6570 - TRAFFICALM SYSTEMS LLC Total:					8,354.75
Fund 220 - GAS TAX FUN Total:					25,523.75
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 1570 - A1 MAINTENANCE SERVICES CA					
240-2426-7810	A1 MAINTENANCE SERVICES ...	Grocery Outlet Ctr Sweeping 1/2024	205987		784.00
Vendor 1570 - A1 MAINTENANCE SERVICES CA Total:					784.00
Vendor: 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/ WTS & MEASURES					
240-2410-7662	COUNTY OF LOS ANGELES AGR..	Gopher Control-Parks 10/16/2023	240946		313.85
Vendor 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/ WTS & MEASURES Total:					313.85
Vendor: 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
240-2405-7890	COUNTY OF LOS ANGELES DE...	Traffic Signal Maintenance 12/2023	24010804256		3,033.74
Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:					3,033.74
Vendor: 3968 - LANDSCAPE WAREHOUSE III					
240-2432-7887	LANDSCAPE WAREHOUSE III	Irrigation Repairs-Las Posadas LLD	4192959		272.14
240-2410-7662	LANDSCAPE WAREHOUSE III	Irrigation Repair-Thorsen Park	4193199		14.21
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Supplies	4193338		408.35
240-2410-7891	LANDSCAPE WAREHOUSE III	Irrigation Supplies	4193338		408.35
Vendor 3968 - LANDSCAPE WAREHOUSE III Total:					1,103.05
Vendor: 4434 - MARIPOSA LANDSCAPES INC					
240-2410-7915	MARIPOSA LANDSCAPES INC	Parks (14) Landscape Maintenance 12/2023	105826		15,723.51
240-2410-7915	MARIPOSA LANDSCAPES INC	City Facilities (4) Landscape Maintenance 12/2023	105826		2,733.32
240-2410-7915	MARIPOSA LANDSCAPES INC	Misc Locations (8) Landscape Maintenance 12/2023	105826		1,509.99
240-2410-7917	MARIPOSA LANDSCAPES INC	Medians/Pkwys (19) Landscape Maintenance 12/2023	105826		8,312.45
240-2410-7917	MARIPOSA LANDSCAPES INC	Tree Wells (12) Landscape Maintenance 12/2023	105826		459.54
240-2420-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 12/2023	105826		491.67
240-2421-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 12/2023	105826		1,416.67
240-2422-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 12/2023	105826		693.80

Council Warrant Register By Vendor

Payment Dates: 1/25/2024 - 2/14/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
240-2423-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 12/2023	105826		1,125.00
240-2424-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 12/2023	105826		775.01
240-2425-7913	MARIPOSA LANDSCAPES INC	Hearthstone Brush Clearance 12/2023	105826		1,166.67
240-2425-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 12/2023	105826		416.67
240-2426-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 12/2023	105826		333.33
240-2427-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 12/2023	105826		891.67
240-2431-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 12/2023	105826		891.67
240-2432-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 12/2023	105826		1,175.00
240-2433-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 12/2023	105826		750.00
240-2434-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 12/2023	105826		500.00
240-2435-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 12/2023	105826		750.00
240-2435-7918	MARIPOSA LANDSCAPES INC	Ridgecrest Brush Clearance 12/2023	105826		708.33
Vendor 4434 - MARIPOSA LANDSCAPES INC Total:					40,824.30
Vendor: 4142 - RUDY'S PLUMBING INC					
240-2420-7887	RUDY'S PLUMBING INC	Backflow Testing-Kendrick LLD	10353		135.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Royal Oaks Park	10366		135.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Royal Oaks Park	10368		135.00
Vendor 4142 - RUDY'S PLUMBING INC Total:					405.00
Vendor: 1521 - WEST COAST ARBORISTS INC					
240-2410-7906	WEST COAST ARBORISTS INC	Tree Removal & Residential Pruning	209975		1,776.50
240-2410-7909	WEST COAST ARBORISTS INC	Tree Removal & Residential Pruning	209975		2,122.50
Vendor 1521 - WEST COAST ARBORISTS INC Total:					3,899.00
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					50,362.94
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
Vendor: 5438 - LDM ASSOCIATES INC					
260-2605-7965	LDM ASSOCIATES INC	FY24 CDBG ADA Curb Ramps Installation 12/2023	8080	202413-Professional Svcs-ADA...	468.00
Vendor 5438 - LDM ASSOCIATES INC Total:					468.00
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					468.00
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
290-2905-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 12/2023	241725EC		15,202.38
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					15,202.38
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					15,202.38
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
Vendor: 6189 - ENTERPRISE FM TRUST					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 25 Lease/Maint 1/01/2024 - 1/31/2024	FBN4933291		694.17
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Lease 1/01/2024 - 1/31/2024	FBN4933291		567.93
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 33 Lease 1/01/2024 - 1/31/2024	FBN4933291		601.11
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease 1/01/2024 - 1/31/2024	FBN4933291		492.21

Council Warrant Register By Vendor

Payment Dates: 1/25/2024 - 2/14/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease 1/01/2024 - 1/31/2024	FBN4933291		428.96
Vendor 6189 - ENTERPRISE FM TRUST Total:					2,784.38
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					2,784.38
Fund: 400 - PARK DEVELOPMENT GRANT FUND					
Vendor: 5454 - MOORE IACOFANO GOLTSMAN INC					
400-4005-8041	MOORE IACOFANO GOLTSMA...	Design Srvc-Duarte Park Revitalization 12/2023	0084541	202213-Capial Exp-Duarte Par...	2,218.75
Vendor 5454 - MOORE IACOFANO GOLTSMAN INC Total:					2,218.75
Vendor: 6526 - STILLWATER ECOSYSTEM, WATERSHED & RIVERINE SCIENCES					
400-4005-7965	STILLWATER ECOSYSTEM, WA...	Fish Cyn Falls Trail Restoration 11/27/23-12/31/23	10420004	202214-Exp-Fish Cyn Trail Res...	4,463.25
Vendor 6526 - STILLWATER ECOSYSTEM, WATERSHED & RIVERINE SCIENCES Total:					4,463.25
Vendor: 4484 - U.S. BANK					
400-4005-7965	U.S. BANK	Fish Cyn Lease Permit Appl Fee (State Land Comm)	1252024ME		1,570.75
Vendor 4484 - U.S. BANK Total:					1,570.75
Fund 400 - PARK DEVELOPMENT GRANT FUND Total:					8,252.75
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 3192 - FOOTHILL TRANSIT					
440-4405-8013	FOOTHILL TRANSIT	58th Installment of 3rd Bus 1/2024	SI010005		3,887.05
440-4405-7960	FOOTHILL TRANSIT	Duarte Local Service 12/2023	SI010006		16,953.29
440-5004	FOOTHILL TRANSIT	Duarte Local Service 12/2023	SI010006		-800.91
Vendor 3192 - FOOTHILL TRANSIT Total:					20,039.43
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
440-4405-7650	HOME DEPOT CREDIT SERVICES	City Yard Air Compressor/Hose	9902515		273.67
Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:					273.67
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
440-4405-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 12/2023	17980		351.46
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					351.46
Fund 440 - PROPOSITION A TRANSIT FUND Total:					20,664.56
Fund: 460 - PROPOSITION C TRANSIT FUND					
Vendor: 1491 - AUTOZONE					
460-4605-7650	AUTOZONE	Yard Supplies	2814207987		37.36
460-4605-7650	AUTOZONE	Vehicle 26 Battery	2814213543		212.57
460-4605-7650	AUTOZONE	Yard Supplies	2814220686		137.92
Vendor 1491 - AUTOZONE Total:					387.85
Vendor: 0903 - CITY OF MONROVIA					
460-4605-7650	CITY OF MONROVIA	Fuel-Transportation Dept 12/2023	2401110		236.88
Vendor 0903 - CITY OF MONROVIA Total:					236.88
Vendor: 3192 - FOOTHILL TRANSIT					
460-4605-8013	FOOTHILL TRANSIT	58th Installment of 3rd Bus 1/2024	SI010005		3,180.31
460-4605-7960	FOOTHILL TRANSIT	Duarte Local Service 12/2023	SI010006		13,870.88
460-5004	FOOTHILL TRANSIT	Duarte Local Service 12/2023	SI010006		-655.29
Vendor 3192 - FOOTHILL TRANSIT Total:					16,395.90
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
460-4605-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 12/2023	17980		263.60
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					263.60
Fund 460 - PROPOSITION C TRANSIT FUND Total:					17,284.23

Council Warrant Register By Vendor

Payment Dates: 1/25/2024 - 2/14/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 490 - MEASURE W (WATER/STORMWATER)					
Vendor: 6523 - RIO HONDO-SAN GABRIEL RIVER WATERSHED MANAGEMENT JOINT POWERS					
490-4905-7980	RIO HONDO-SAN GABRIEL RIV...	FY24 CIMP Implementation	24-CIMP-03		79,910.32
Vendor 6523 - RIO HONDO-SAN GABRIEL RIVER WATERSHED MANAGEMENT JOINT POWERS Total:					79,910.32
Fund 490 - MEASURE W (WATER/STORMWATER) Total:					79,910.32
Fund: 620 - COMMUNITY IMPROVEMENT FUND					
Vendor: 5406 - FS CONTRACTORS INC					
620-2127	FS CONTRACTORS INC	Retention 1/9/24 - 1/31/24	3367	202118-Retention-ATP Cycle 4...	-17,203.50
620-6220-8100	FS CONTRACTORS INC	ATP Cycle 4 Ped/Bike Safety Improv 1/9/24-1/31/24	3367	202118--ATP Cycle 4-Other Ca...	344,070.00
Vendor 5406 - FS CONTRACTORS INC Total:					326,866.50
Fund 620 - COMMUNITY IMPROVEMENT FUND Total:					326,866.50
Grand Total:					1,476,684.06

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	929,364.25
220 - GAS TAX FUN	25,523.75
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	50,362.94
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	468.00
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	15,202.38
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	2,784.38
400 - PARK DEVELOPMENT GRANT FUND	8,252.75
440 - PROPOSITION A TRANSIT FUND	20,664.56
460 - PROPOSITION C TRANSIT FUND	17,284.23
490 - MEASURE W (WATER/STORMWATER)	79,910.32
620 - COMMUNITY IMPROVEMENT FUND	326,866.50
Grand Total:	1,476,684.06

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	2,372.20
100-1005-7641	Travel & Exp - Martin Del...	75.00
100-1005-7642	Travel & Exp - Finlay	75.00
100-1005-7643	Travel & Exp - Truong	75.00
100-1005-7644	Travel & Exp - Schulz	75.00
100-1005-7648	Travel & Exp - Kang	75.00
100-1005-7650	Travel & Exp - Lewis	75.00
100-1005-7980	Other Expenses	9.99
100-1010-7610	Travel, Mtgs & Conf	733.82
100-1010-7612	Publications and Dues	18.00
100-1010-7651	Election Services	75.08
100-1010-7670	Legal Notices	2,116.61
100-1010-7965	Professional Services	24,336.87
100-1010-7980	Other Expenses	436.48
100-1015-7680	City Attorney Legal	7,273.66
100-1015-7682	Labor Counsel Legal	2,812.50
100-1015-7684	Code Enforcement Legal	25,887.59
100-1015-7686	Other Legal Services	17,027.75
100-1020-7710	Chamber Of Commerce	1,600.00
100-1020-7711	Employee Recognition C...	6,419.94
100-1020-7712	Community Information ...	9,527.87
100-1020-7716	Special Community Even...	986.67
100-1020-7720	DCTV	2,345.00
100-1020-7724	Post Office Parking	312.00
100-1020-7980	Other Expenses	3,276.15
100-1205-7610	Travel, Mtgs & Conf	24.99
100-1205-7613	Duplications And Photos	154.35
100-1205-7614	Office Supplies	173.59
100-1205-7615	Emergency Supplies	12.58
100-1205-7636	Uniforms	329.14
100-1205-7650	Vehicle Maintenance	2,030.06
100-1205-7655	Emergency Services	215.61
100-1205-7694	Public Safety Commission	65.00
100-1205-7761	Parking Ticket Collect	17,103.25
100-1205-7762	Parking Pass Kiosk Costs	85.71
100-1205-7779	Youth Programs	1,008.80
100-1205-7780	Animal Control	5,993.33
100-1205-7781	Contract Law Enforceme...	446,097.66
100-1205-7782	Crossing Guard Contract...	13,424.76
100-1205-7783	GAPP Program	26,250.00
100-1205-7787	Public Safety Cntr Lease	13,664.83
100-1205-7980	Other Expenses	9.00

Account Summary

Account Number	Account Name	Payment Amount
100-1405-7614	Office Supplies	198.44
100-1405-7650	Vehicle Maintenance	48.78
100-1405-7801	Industrial Waste Inspect...	2,592.91
100-1405-7965	Professional Services	2,118.00
100-1405-7969	City Engineer	3,475.00
100-1405-7975	Economic Development ...	4,395.00
100-1405-7980	Other Expenses	79,357.06
100-1410-7610	Travel, Mtgs & Conf	51.50
100-1410-7650	Vehicle Maintenance	935.17
100-1410-7656	Emergency Generator	632.80
100-1410-7810	Street Sweeping	122.00
100-1410-7814	Graffiti Removal	3,778.24
100-1410-7815	Brush Clearance	2,156.00
100-1410-7980	Other Expenses	712.07
100-1410-8030	Other Equipment (Capita...	2,205.00
100-1410-8100	Other Capital Improvem...	93,709.25
100-1415-7889	Repairs-Sports Park	408.35
100-1415-7916	Landscape-Sport Park	3,426.72
100-1605-7002	Regular Salaries	76.92
100-1605-7610	Travel, Mtgs & Conf	40.00
100-1605-7614	Office Supplies	160.19
100-1605-7650	Vehicle Maintenance	345.09
100-1605-7693	Youth Council	48.44
100-1605-7730	Special Events	4,724.27
100-1605-7733	Senior Center	7,642.92
100-1605-7735	Teen Center	1,255.88
100-1605-7736	Youth & Adult Recreatio...	336.00
100-1605-7737	Adult Excursions	1,897.50
100-1605-7739	Publicity	39.00
100-1605-7741	Sports/Playground Progr...	1,053.99
100-1605-7745	Boxing Program	2,990.32
100-1605-7965	Professional Services	3,120.00
100-1605-7980	Other Expenses	53.93
100-1610-7616	Pool Supplies	1,891.44
100-1610-7618	Building Supplies	7,556.10
100-1610-7636	Uniforms	56.06
100-1610-7650	Vehicle Maintenance	677.01
100-1610-7652	Building Maint Services	10,854.92
100-1610-8100	Other Capital Improvem...	5,400.00
100-1805-7610	Travel, Mtgs & Conf	163.24
100-1805-7614	Office Supplies	142.88
100-1805-7653	Bank Charges	346.51
100-1805-7965	Professional Services	4,098.44
100-1810-7611	Training	299.32
100-1810-7614	Office Supplies	154.12
100-1810-7660	Other Services	96.00
100-1810-7671	Recruiting Advertisemen...	300.00
100-1815-7632	Software	877.70
100-1815-7820	Finance Software	13,360.32
100-1815-7830	Telephone Services	2,330.29
100-1825-7613	Duplications And Photos	589.88
100-1825-7614	Office Supplies	307.97
100-1825-7630	Equipment Lease	2,437.10
100-1825-7631	Equipment Maintenance	569.76
100-1825-7674	Retiree Health Insurance	3,960.00
100-1825-7980	Other Expenses	68.00
100-1830-8100	Vehicle Replacement (C...	9,610.10
100-2120	Refundable Deposits	700.00

Account Summary

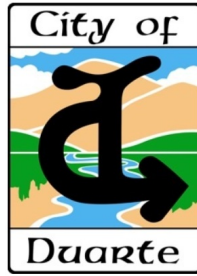
Account Number	Account Name	Payment Amount
100-2123	Special Event Insurance ...	1,305.00
100-2126	Construction and Demoli...	500.00
100-4408	Property Rental	2,001.51
100-4806	Excursion Fees	65.00
100-5004	Other Revenue	-125.00
100-5005	Taxable Sales	3.00
220-2205-8100	Other Capital Improvem...	14,770.00
220-2210-7813	Regulatory Signs	8,354.75
220-2225-7965	Professional Services	2,399.00
240-2405-7890	Repairs-Traffic Signal	3,033.74
240-2410-7662	Other Serv-Citywide	598.06
240-2410-7888	Repairs-Citywide	408.35
240-2410-7891	Repairs-Medians	408.35
240-2410-7906	Tree Trim-Citywide	1,776.50
240-2410-7909	Tree Trim-Residential	2,122.50
240-2410-7915	Landscape-Citywide	19,966.82
240-2410-7917	Landscape-Medians	8,771.99
240-2420-7887	Repairs & Replacements	135.00
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
240-2426-7810	Street Sweeping	784.00
240-2426-7914	Landscape Maintenance	333.33
240-2427-7914	Landscape Maintenance	891.67
240-2431-7914	Landscape Maintenance	891.67
240-2432-7887	Repairs & Replacements	272.14
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	468.00
290-2905-7781	Contract Law Enforceme...	15,202.38
320-3205-8013	Vehicles (Capital)	2,784.38
400-4005-7965	Professional Services	6,034.00
400-4005-8041	Park Improvements (Cap...	2,218.75
440-4405-7650	Vehicle Maintenance	273.67
440-4405-7814	Graffiti Removal	351.46
440-4405-7960	Foothill Transit Operatio...	16,953.29
440-4405-8013	Vehicles (Capital)	3,887.05
440-5004	Other Revenue	-800.91
460-4605-7650	Vehicle Maintenance	624.73
460-4605-7814	Graffiti Removal	263.60
460-4605-7960	Foothill Tranist Operatio...	13,870.88
460-4605-8013	Vehicles (Capital)	3,180.31
460-5004	Other Revenue	-655.29
490-4905-7980	Other Expenses	79,910.32
620-2127	Retention Payable	-17,203.50
620-6220-8100	Other Capital Improvem...	344,070.00
Grand Total:		1,476,684.06

Project Account Summary

Project Account Key	Payment Amount
None	1,086,654.43

Project Account Summary

Project Account Key	Payment Amount
202106-2205-8100-Highland Promenade Measure M	14,770.00
202118-ATP Cycle 4-City Engineer	1,555.00
202118--ATP Cycle 4-Other Cap. Improv.	344,070.00
202118-Retention-ATP Cycle 4-Grant	-17,203.50
202213-Capial Exp-Duarte Park Improvements	2,218.75
202214-Exp-Fish Cyn Trail Restoration/Access Plan	4,463.25
202311/1405-7975-BV/Hunt Dr Grocery Outlet Assess	4,395.00
202312/1010-7965-Prof. Svcs-Broadband Assessment	24,336.87
202411/2210-7813-Signs-Duarte Rd Signage/Striping	8,354.75
202413-Professional Svcs-ADA Curb Ramps	468.00
202418-FY23-26-Exp-Tutors,Student Engage,Live Scan	600.00
250004 - Property Rent - Nextel Rent (Otis Gordon)	2,001.51
Grand Total:	1,476,684.06



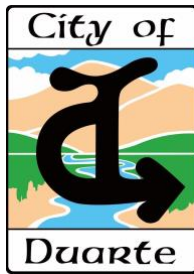
ITEM: 7.E

Receive and File the Community Development Department Update

Recommended Action:

Attachments:

[Community Development Department Update - February 2024.pdf](#)



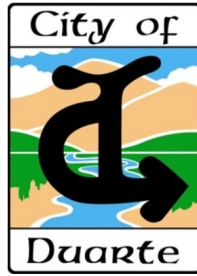
COMMUNITY DEVELOPMENT STATUS REPORT February 2024

PROJECT/PROGRAM		STATUS
<u>IN PROCESS</u>		
Safe Routes to Schools Study	Staff is working with SCAG on a Safe Route to Schools Study. KOA, a traffic engineering firm is doing this study for SCAG. This is a grant based study and is being done at no cost to the City. This project by SCAG is only to develop a plan. There is no funding included for capital improvements. If the plan is approved, desired capital projects can be added to the CIP. The study will be presented to the City Council at a March 2024 meeting.	
Recreation Trail Upgrades	Duarte was awarded a \$1.6 million federal appropriation for accessibility and quality of life upgrades to the Donald and Bernice Watson Recreation Trail. This funding was included in the 2023 Omnibus Appropriations Bill, thanks to Congresswoman Napolitano. We are still waiting to receive the funds as the State manages the process for how funds will be distributed, a process that typically takes several months. In the next few months, Staff is working on finalizing paving details, looking to hire a landscape consultant to coordinate a final bid set for Parks & Recreation Commission and City Council review. The current schedule is for project bid in June 2024.	
Andres Duarte School	This project is the development of the Andres Duarte School site with a residential development. The School District has selected a developer and is working on the final details of the agreement. The selected team is a partnership of: Adept Development, MW Investments Group and SGV Property Fund. The Andres Duarte school site property is about 13 acres. The preliminary plan, acted on by DUSD, includes 173 units and preserves a portion of Otis Gordon Park. But there is no guarantee to this build out. The property has a general plan and zoning of Public Facilities so any development of the property will require City Council approval. Staff met with the Developer team and explained the City process. This project will require an EIR, so in the coming weeks, that selection process will be progressing. The last update provided to the City was that the developer team and DUSD are working on an agreement and that is moving slower than expected. Staff will bring the EIR consultant selection	

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

PROJECT/PROGRAM	STATUS
	architect to assist with design details. The projected construction date is Fall 2024; however, a portion adjacent to the Metro parking lot may be constructed with the development on that property.
Evergreen Pedestrian Improvements	This project includes pedestrian sidewalk and lighting along the north side of Evergreen Street and a widening of the sidewalk on the west side of Highland Avenue under the 210 freeway underpass. This project is funded through an ATP cycle 4 grant. The contract has been awarded and construction is in process. The scheduled completion date is Summer 2024.
Royal Oaks Annexation	The process has started to annex the Human Good's Royal Oaks senior living facility to the City. Rincon Consultants have been hired to assist Staff in processing the annexation and to complete the environmental work. This project also includes a general plan amendment and zoning change. The process will take 8-12 months and should be in the public hearing process by early 2025.
<u>DEVELOPMENT</u>	
Solana at Duarte Station 1750 Fasana Road	MBK is building Solana, a 292-unit apartment. This building will also be the location of the "Duarte Station" sign that will be an icon, located on the roof of the building. The revised completion date is 2025.
BP Charging Station	At its December meeting, the Planning Commission approved a new EV charging station on the property at the northeast corner of Huntington Drive and Bradbourne. This is a new style of charging station that includes several charging spaces and a lounge area for customers that are waiting for their vehicles to charge.
Wyndham Hawthorn Suites Hotel (1230 Huntington Drive)	This is a two-phase project with a total of 178 rooms with 72 in the first phase. The first plan check was returned to the Architect in early May 2022. The second plan check was resubmitted for review in March 2023. Several clarifications and minor revisions were needed. The third plan check has been completed. There are a few minor revisions required but plans are nearing completion. Staff met with the owner and contractor in January and will continue to monitor and encourage progress.
City of Hope General Projects	Working with the City of Hope on various projects in process, such as: Duarte Outpatient Clinic (DOC) is nearing completion and should be finished by Summer 2024. It is an 8 story, 350,000 square foot building. The Central Utility Plant

PROJECT/PROGRAM		STATUS
		reconstruction is in process and will be completed by Summer 2025 (it is located in the Irwindale portion of the property).
Westminster Gardens		Human Good, the owner, plans for a major campus expansion and has recently filed an application. The City hired MIG to assist in the preparation of the specific plan amendment and EIR. The request is for this expansion to accommodate up to 600 total units; this includes assisted living and memory care units, and mixed use. This project will take 12+ months, but Staff has had kick off meetings with the consultant and HumanGood and there is positive progress.
928 Huntington Dr.		The old commercial building, apartments and billboard have been demolished and permits are ready to be issued. A 16 unit apartment development has been approved for the property.
<u>PUBLIC WORKS</u>		
Encanto Park Infiltration Project		In feasibility and early design phase. Initial plan is to locate structure in the park area under the soccer field . Now that the JPA has been formed to manage construction and maintenance, the project can move forward. The design is at 60% now and the JPA will be working on developing a budget. When a final budget estimate is completed and the plans are at 90% completion or more, City Staff and the JPA will provide City Council an update and City Staff and the JPA will start public outreach.
Annual Curb Ramp Project		This is an annual project, funded by CDBG, to replace curb ramps throughout the city. Bid award February 2024.
Annual Pavement Repair		The 2023-2024 project is currently in preliminary design. The plan is for a April 2024 bid process.
Annual Street Project		The 2023-2024 street project is planned for winter/spring 2024. An award of design contract was approved at the September 26 meeting. The plan is for a March 2024 bid process.



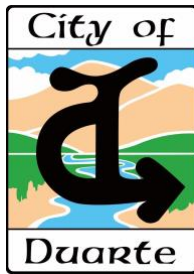
ITEM: 7.F

Receive and File the Parks and Recreation Department Update

Recommended Action:

Attachments:

[Parks and Recreation Department Update - 02.2024.pdf](#)



**PARKS AND RECREATION
STATUS REPORT
February 2024**

PROJECT/PROGRAM		STATUS
<u>SPECIAL EVENTS</u>		
Community 3 on 3 Basketball Tournament	Before March Madness gets underway, we invite residents and neighboring basketball players and fans to participate in the Teen Center's Annual 3 on 3 Basketball Tournament on March 2. The single-elimination tournament will start at 9 AM until one team takes it all. All games will be held at the Duarte High School Gymnasium (1565 Central Avenue) and the cost to compete is \$40, per team. To register or for additional information, contact the Teen Center at (626) 303-0863.	
Duarte Spring Fashion Show in Partnership with Macy's of Santa Anita	On Saturday, March 16, the Department will host its annual Spring Fashion Show, in partnership with Macy's of Santa Anita. Local amateur models, comprised of youth and teens, adults, seniors, and families will walk the runway in this spring's Macy's fashions. The show will be held at the Duarte Performing Arts Center at 1 PM and presale tickets are available for purchase at the Teen Center for \$10 or at the door for \$15.	
Cesar Chavez Day of Service	Join us as we commemorate the life and legacy of civil-rights leader Cesar Chavez through a day of service here in Duarte on Saturday, March 23 from 9 AM to 1 PM. Registered volunteers will devote their morning to a special beautification project on the Westminster Gardens campus. To volunteer, register at ACCESSSDUARTE.COM , and then click on "Parks & Recreation/Pool" icon, followed by "Register for Classes," to complete your participant registration today. Registration includes a continental breakfast and lunch.	
Save The Date: Under Water Egg Hunt	Come jump in the Duarte Pool on Sunday, March 24 at 2 PM for the Department's annual Underwater Egg Hunt! After the hunts, broken down per age group, stay for open recreation swim, craft stations, and photos with the Easter Bunny. Egg hunts are intended for youth ages 4 - 13. Event fee is \$3 for residents and \$5 for non-residents.	



ITEM: 7.G

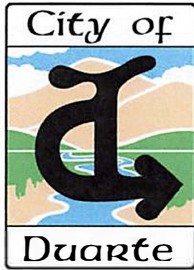
Award of Contract for the Fiscal Year 2023-24 CDBG ADA Curb Ramps Project No. 24-7, CDBG Project No. 602643-23

Recommended Action:

It is recommended that the City Council: Approve the award of contract for the FY 2023-24 CDBG ADA Curb Ramps Project to TVR Construction Engineering LLC in the amount of \$118,550.00; and 2) Approve a budget amendment to use additional Community Development Block Grant (CDBG) Funds in the amount of \$100,000.00.

Attachments:

[7G - Staff Report - CDBG ADA Curb Ramps Project No. 24-7.pdf](#)



AGENDA REPORT

MEETING DATE: February 13, 2024

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Brian Chau, Assistant Civil Engineer

SUBJECT: Award of Contract for the Fiscal Year 2023-24 CDBG ADA Curb Ramps Project No. 24-7, CDBG Project No. 602643-23

RECOMMENDATION: It is recommended that the City Council: Approve the award of contract for the FY 2023-24 CDBG ADA Curb Ramps Project to TVR Construction Engineering LLC in the amount of \$118,550.00; and 2) Approve a budget amendment to use additional Community Development Block Grant (CDBG) Funds in the amount of \$100,000.00.

FISCAL IMPACT: This year's CDBG ADA Curb Ramps Project was included in the FY 2023-24 Budget. The project cost is \$130,405.00 which is the contract amount with ten percent contingency, and it will be funded by CDBG funds and Transportation Development Act (TDA) funds. Additional CDBG funds were made available after the FY23-24 Budget was adopted so it is recommended to use those additional funds for this project.

BACKGROUND

Duarte has been a participating city in the Los Angeles County Development Authority's (LACDA) federal Community Development Block Grant (CDBG) Program for many years. The mission of the CDBG Program is to principally benefit low- and moderate-income persons, aid in the prevention of neighborhood deterioration and meet other urgent community development needs. In previous years, the City's annual allocation of federal CDBG funds supported the construction of American with Disabilities Act (ADA) compliant improvements to city sidewalks and curb ramps.

The project includes CDBG funding eligible elements, identified as participating, such as removing non-compliant ADA ramps that impede elderly and severely disabled residents' safe paths of travel from street corner to street corner by installing ADA-compliant ramps for residents.

DISCUSSION/ANALYSIS

The specifications for this project were made available and the project was published in accordance with the Duarte Municipal Code (DMC) Section 2.36.060.

On January 4, 2024, nine (9) bids were submitted electronically. The results are as follows:

1	TVR Construction Engineering LLC.	\$118,550.00
2	Hardy & Harper Inc.	\$167,760.00
3	FS Contractors Inc.	\$169,700.00
4	We R Builders Inc.	\$174,550.00
5	Gentry General Engineering Inc.	\$179,060.00
6	I E General Engineering Inc.	\$192,960.00
7	Onyx Paving Company Inc.	\$199,000.00
8	S&H Civilworks	\$203,200.00
9	CT&T Concrete Paving, Inc.	\$204,320.00

The lowest responsible and responsive bidder is TVR Construction Engineering LLC; they have successfully completed work for the City of Riverside, City of La Verne, and City of Laguna Niguel. Their federal and state license status has been verified.

As with all contracts, a contingency amount is considered for this project in anticipation of any potential contract changes due to unforeseen circumstances.

In the 2023-2024 budget, \$28,000 was allotted for CDBG projects. When the City Hall Courtyard project was completed, some funds were not used. The proposed \$100,000 budget amendment is necessary to use the remaining funds for this year's curb ramp project.

RECOMMENDATION

It is recommended that the City Council approve the award of contract for the construction of the FY 2023-24 CDBG ADA Curb Ramps Project to TVR Construction Engineering LLC in the amount of \$118,550.00; and 2) approve a budget amendment to use additional Community Development Block Grant (CDBG) Funds in the amount of \$100,000.00.

FISCAL IMPACT

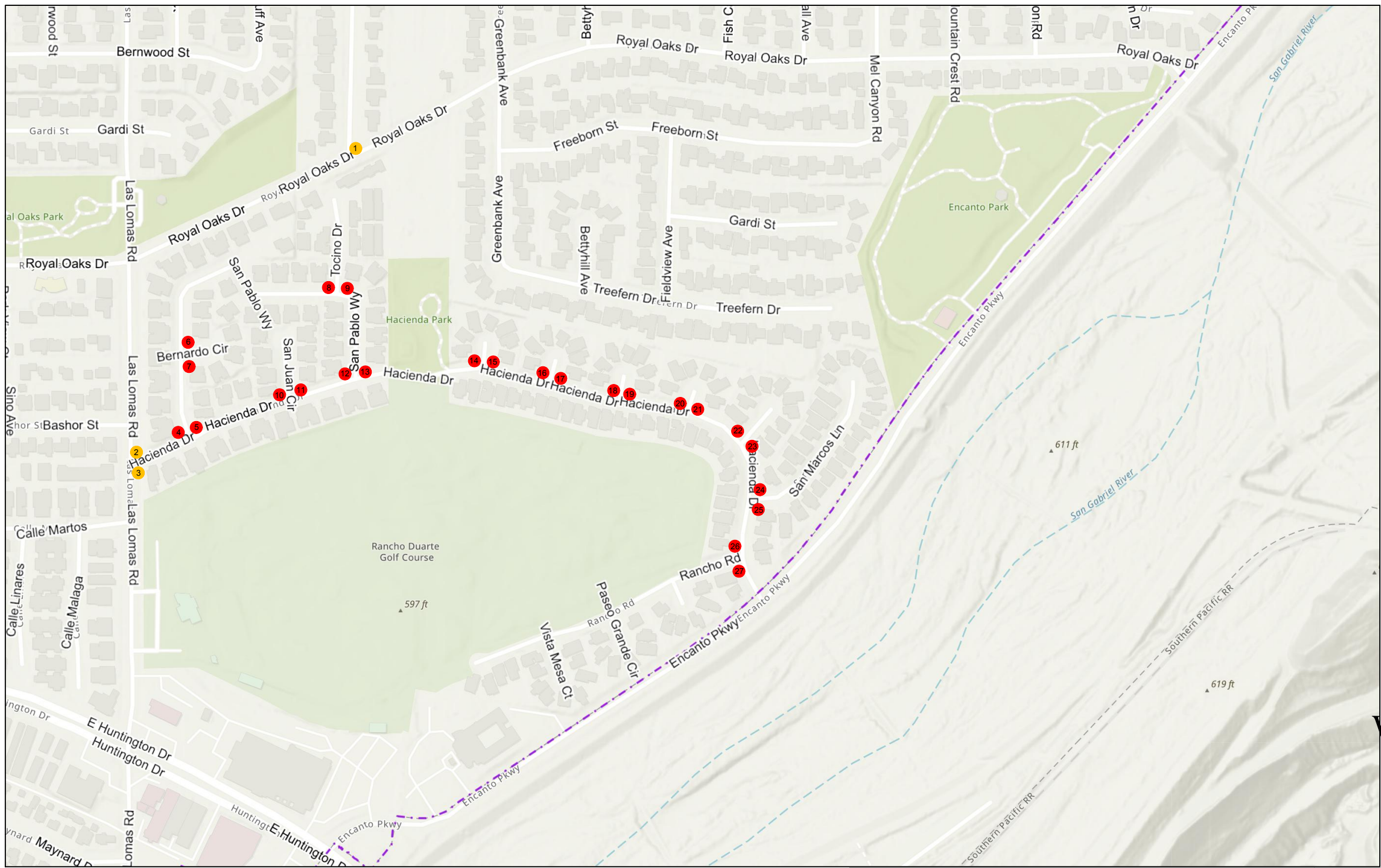
The CDBG ADA Curb Ramps Project was included in the FY 2023-2024 annual budget and will be funded by the CDBG and TDA funds. The project cost is \$130,405.00 which is the contract amount with ten percent contingency. Originally, the City had CDBG funds budgeted in the amount of \$28,000 for this project. Additional CDBG funds were made available after the FY23-24 Budget was adopted and it is recommended to use an additional \$100,000 of those funds for this project.

ATTACHMENTS

Attachment A: Project Locations Map

Attachment B: Agreement for Construction of Maintenance Services

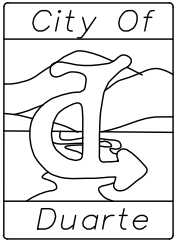
City of Duarte



- LEGEND:**
- **NEW RAMP**
 - **NEW DOME**
 - **CITY ROW**

**NEW CONCRETE RAMP
AND DOME LOCATIONS
FY23-24 CDBG**

Attachment A
Project Location Map



CITY OF DUARTE
AGREEMENT FOR CONSTRUCTION OR MAINTENANCE SERVICES

THIS AGREEMENT FOR CONSTRUCTION OR MAINTENANCE SERVICES (“**Agreement**”), made and effective as of 02/14/2024 (“**Effective Date**”), by and between the City of Duarte (“**City**”), and TVR Construction Engineering, LLC., a [California corporation], (“**Contractor**”). Contractor and the City are hereafter together referred to as the “**Parties**” and each individually as a “**Party**.” In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS.

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

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

2. SERVICES AND WORK

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

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

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

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

3. AUTHORITY OF THE CITY REPRESENTATIVE

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

4. TERM OF AGREEMENT

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

- A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Contractor. Upon receipt of said notice, Contractor shall immediately cease all Contractor Services under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this Subsection 5(A), Contractor shall submit a final invoice/report to City pursuant to Section 6, and City shall be entitled to receive a return of the fee paid to Contractor, or portion thereof, if the reason for the termination is failure by Contractor to have timely performed the Services set forth in Exhibit A. In City’s sole and absolute discretion, prior to effecting a suspension or termination pursuant to this Subsection 5(A), City may first serve upon Contractor a written notice of the default specifying the default and the amount of time that Contractor shall have to cure, correct, or remedy the default. If Contractor fails to cure the default within the specified period of time, City shall have the right to immediately terminate this Agreement pursuant to this Subsection 5(A). Notwithstanding any other provision of this Agreement to the contrary, City’s termination of this Agreement pursuant to this Subsection 5(A) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.

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

6. COMPENSATION

- A. Amount of Compensation. Compensation will be determined according to the Budget and Fee Schedule set forth in Exhibit B.
- B. Invoices. Contractor shall invoice City monthly for all work performed by Contractor under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by Contractor during the month covered by the invoice. All charges for labor, work, or services shall describe with specificity the services rendered and shall set forth the number of hours worked and hourly rates in accordance with Exhibit B. Within thirty (30) days of receipt of an invoice, and upon determination by City that the invoice is in order and that Contractor has performed all requested or required work or services in a timely and competent manner, City shall pay such invoice.
- C. Records of Contractor Services and Payments. Contractor shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of Contractor Services under this Agreement. Contractor shall also maintain adequate records of Services provided in sufficient detail to produce an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of six (6) years after receipt of final payment.

7. LICENSES, PERMITS, APPROVALS, FEES

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

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

8. INSURANCE AND LIABILITY

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

9. INDEMNIFICATION

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

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

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

10. OBSERVING LAWS AND ORDINANCES

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

11. NON-DISCRIMINATION

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, gender, gender identity, gender expression, physical or mental disability, age, military status, marital or familial status, sexual orientation, national origin, or ancestry. Contractor shall incorporate the foregoing provisions in all subcontracts.

12. PATENTED AND COPYRIGHTED MATERIALS

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

13. PREVAILING WAGE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

14. CONFLICTS OF INTEREST

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

15. NO UNDUE INFLUENCE

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

16. ASSIGNMENT

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

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

17. PERFORMANCE

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

18. FORCE MAJEURE

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

19. NOTICE

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

If to City:

City of Duarte
1600 Huntington Drive
Duarte, CA 91010
Attn: Brian Chau
Email: bchau@accessduarte.com

If to Contractor:

TVR Construction Engineering LLC
4230 Michael Street
Riverside, CA 92507
Attn: Gergis Bebawy

20. WARRANTY

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

21. ATTORNEYS' FEES

Notwithstanding anything in this Agreement to the contrary, in no event shall Contractor be entitled to economic or consequential damages or to punitive damages. In the event of any litigation arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other related expenses.

22. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

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

23. SEVERABILITY

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

24. EXECUTION

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

25. NO WAIVER

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

26. NO THIRD-PARTY BENEFICIARIES

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

27. NON-LIABILITY OF CITY PERSONNEL

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

28. GOVERNING LAW AND VENUE

The internal laws of the State of California, without regard to principles of conflicts of laws, shall govern the interpretation of this Agreement. In addition to any other rights or remedies permitted by law, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. The Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the Parties concerning this Agreement. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on Contractor shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

29. SURVIVAL

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

30. SECTION HEADINGS AND SUBHEADINGS

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

31. INTEGRATION, CONSTRUCTION, AND AMENDMENT

This Agreement contains the entire understanding of the Parties and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. This Agreement shall be construed and interpreted with and shall be governed and enforced in all respects according to the laws of the State of California and as if drafted by both Parties. No amendment, change or modification of

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

32. COUNTERPARTS

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

33. SPECIAL PROVISIONS

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

34. CITY MANAGER AUTHORITY

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

[Signatures on following page.]

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

CITY OF DUARTE:

Brian Villalobos, City Manager

Date: _____

CONTRACTOR:

TVR Construction Engineering LLC

By: Gergis Bebawy

Owner

Its: 

Date: 01/09/2024

By: _____

ATTEST

Annette Juarez, City Clerk

Date: _____

Its: _____

Date: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

Thai Viet Phan, City of Duarte

Date: _____

EXHIBIT A

Scope of Work

PROJECT DESCRIPTION:

The general nature of the work consists of furnishing all labor, material, equipment, services, and incidentals required for the PCC improvements. The scope of work includes removal and construction of sidewalk, ADA ramps, curb and gutter, and truncated domes.

TO THE CITY OF DUARTE, CALIFORNIA:

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

PERFORMANCE SCHEDULE:

Construction shall be completed within 25 working days after the date stipulated on the Notice to Proceed.

EXHIBIT B

Budget and Fee Schedule

Item		Quantity	Unit	Unit Price	Total Price
1	Mobilization (cannot be more that 5% of the total bid amount)	1	LS	\$ 5,925.00	\$ 5,925.00
2	Traffic Control (cannot be more that 5% of the total bid amount)	1	LS	\$ 5,925.00	\$ 5,925.00
3	Install Detectable Warning Surface on Existing Curb Ramp	3	EA	\$ 500.00	\$ 1,500.00
4	Remove Existing Improvements and Construct 4" PCC Sidewalk	2,100	SF	\$ 12.00	\$ 25,200.00
5	Remove Existing Improvements and Construct Curb and Gutter	420	LF	\$ 100.00	\$ 42,000.00
6	Remove Existing Improvements and Construct ADA Curb Ramp	1,500	SF	\$ 22.00	\$ 33,000.00
7	Survey (Includes re-establishing any Centerline Ties)	1	LS	\$ 5,000.00	\$ 5,000.00
Total Base Bid					\$ 118,550.00

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

EXHIBIT C

Insurance Requirements

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

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

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

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

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

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

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

(C) Concurrency of effective dates with primary policies;

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

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

B. Contractor's Insurance General Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



ITEM: 7.H

Contract with Bucknam Infrastructure Group, Inc. to Complete the Update of the Pavement Management Program

Recommended Action:

It is recommended that the City Council authorize the City Manager to sign a Professional Services Agreement with Bucknam Infrastructure Group, Inc. for the Update of the Pavement Management Program in the amount of \$29,742.00

Attachments:

[7H - Staff Report - Pavement Management Program Contract.pdf](#)



AGENDA REPORT

MEETING DATE: February 13, 2024

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Stephanie Sandoval, Public Works Manager

SUBJECT: Contract with Bucknam Infrastructure Group, Inc. to Complete the Update of the Pavement Management Program

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to sign a Professional Services Agreement with Bucknam Infrastructure Group, Inc. for the Update of the Pavement Management Program in the amount of \$29,742.00

FISCAL IMPACT: This project will be funded by Measure M.

BACKGROUND

The Proposition A and Proposition C Programs are funded by two ½ cent sales tax measures approved by Los Angeles County voters to finance a Transit Development Program. Twenty-five percent of the Proposition A tax and twenty percent of the Proposition C tax is designated for the Local Return (LR) Program funds to be used in cities and Los Angeles County in developing and/or improving public transit, paratransit, and the related transportation infrastructure. These funds are allocated and distributed monthly by the Los Angeles County Metropolitan Transportation Authority (Metro).

Among the conditions to maintain eligibility and meet LR Program compliance, the City is required to have a Pavement Management Program (PMP) in place and needs to be updated and certified every three years. Having a current PMP has proven to be an invaluable tool for staff when it comes to long term pavement rehabilitation project planning and in being proactive towards maintaining the integrity of local street surfaces. Duarte has a long history of placing a high priority on the quality of streets and a strong pavement management program is essential for this success.

The City last updated its PMP in 2021 and is due to update and certify to maintain compliance and eligibility for the LR Program.

DISCUSSION/ANALYSIS

The PMP is required to include the following:

- Inventory of existing pavements including, as a minimum, arterial and collector routes, reviewed and updated triennially;
- Inventory of existing Class I bikeways, reviewed and updated triennially;
- Assessment of pavement condition including, as a minimum, arterial and collector routes, reviewed and updated triennially;
- Identification of all pavement sections needing rehabilitation/replacement; and
- Determination of budget needs for rehabilitation or replacement of deficient sections of pavement for current and following triennial period(s)

In November 2023, staff requested a proposal for the update of the PMP from Bucknam Infrastructure Group, Inc. (Bucknam). Bucknam has been assisting the City with its PMP update services as well as its annual GIS maintenance since 2018. They have extensive knowledge and understanding of the City's PMP needs and provide these services to many local agencies with similar requirements in Los Angeles County and other neighboring counties. In an effort to maintain accuracy and consistency in a timely and cost-effective manner, staff recommends awarding the agreement to complete the update of the PMP to Bucknam.

The proposed cost for all tasks and deliverables is \$29,742.00.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to sign a Professional Services Agreement with Bucknam Infrastructure Group, Inc. for the Update of the Pavement Management Program in the amount of \$29,742.00

FISCAL IMPACT

This project will be funded by Measure M.

ATTACHMENTS

Professional Services Agreement with Bucknam Infrastructure Group, Inc. and Proposal

CITY OF DUARTE AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and effective as of February 13, 2024 (“**Effective Date**”), by and between the City of Duarte (“**City**”), and Bucknam Infrastructure Group, Inc., (“**Consultant**”). City and Consultant may sometimes herein be referred to individually as a “**Party**” and collectively as the “**Parties**.” In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS

The City wishes to engage the services of Consultant to provide professional services for the Update of the Pavement Management Plan as described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

2. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until December 30, 2024, or until the tasks listed in the Scope of Services are completed, whichever is later, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the Parties.

3. SERVICES AND PERFORMANCE

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

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

C. The experience, knowledge, capability, and reputation of Consultant, its principals, and employees were a substantial inducement for City to enter into this Agreement. Therefore, without the prior written approval of City, which may be given or withheld at City’s sole and

absolute discretion, Consultant shall not (i) contract with any other entity to perform in whole or in part the Services required hereunder; or (ii) transfer, assign, convey, or encumber (voluntarily or by operation of law) any or all of this Agreement.

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

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

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

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

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

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

4. MANAGEMENT

City's Community Development Director or their designee 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 Peter Bucknam, 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 **\$29,742**, based on the Scope of Services set forth in Exhibit A.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

City shall have the right to immediately terminate this Agreement pursuant to this subparagraph (A). Notwithstanding any other provision of this Agreement to the contrary, City's termination of this Agreement pursuant to this subparagraph (A) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.

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

7. RECORDS AND OWNERSHIP OF DOCUMENTS

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

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

C. Any information gained by Consultant in the performance of this Agreement shall be considered confidential and such information and the reports, records, documents, and other materials prepared by Consultant in the performance of Services under this Agreement shall not be released publicly or to any other client of Consultant without the prior written approval of the City Manager.

8. INDEMNIFICATION

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

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

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

9. INSURANCE

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

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

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

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

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

10. INDEPENDENT CONTRACTOR

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

employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.

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

11. NO UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

13. COVENANT AGAINST DISCRIMINATION

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, gender, gender identity, gender expression, physical or mental disability, age, military status, marital or familial status, sexual orientation, national origin, or ancestry.

14. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

15. NOTICES

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

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

If to Consultant: Bucknam Infrastructure Group, Inc.
Attn: Peter Bucknam
3548 Seagate Way, Suite 230
Oceanside, CA 92056

16. GOVERNING LAW; ATTORNEYS' FEES; LITIGATION MATTERS

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

17. RIGHTS AND REMEDIES ARE CUMULATIVE; WAIVER

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

or different times, of any other rights or remedies for the same default or any other default by the other Party.

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

18. SEVERABILITY

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

19. INTERPRETATION; ENTIRE AGREEMENT

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

20. CONFLICTS OF INTEREST

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

21. NO THIRD-PARTY BENEFICIARIES

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

22. PARAGRAPH HEADINGS AND SUBHEADINGS

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

23. COUNTERPARTS

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

24. EXECUTION OF CONTRACT

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

25. CITY MANAGER AUTHORITY

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

[Signatures on following page.]

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

CITY OF DUARTE

Brian Villalobos, City Manager

Date: _____

CONSULTANT

Bucknam Infrastructure Group, Inc.

By: _____

Its: PETER BUCKNAM / PRESIDENT

Date: 2-7-24

ATTEST

City Clerk

Date: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

City Attorney, City of Duarte

Date: _____

EXHIBIT A

Scope of Services

November 29, 2023

Mrs. Stephanie Sandoval
Public Works Manager
City of Duarte
1600 Huntington Drive
Duarte, CA 91010

Subject: Proposal for Pavement Management Program Services (FY 2023-24)

Dear Stephanie:

It is our pleasure to submit our proposal to assist the City of Duarte in the continued, proactive management of your Pavement Management Program (PMP). With the City continuing to move toward stronger infrastructure management methodologies through advanced pavement inspections, neighborhood maintenance scheduling, Capital Improvement reporting (CIP), and GIS management, *Bucknam Infrastructure Group, Inc.* has identified a proactive and cost efficient method to assist the City in updating the Duarte PMP. Our team will focus our long-term PMP knowledge, extensive Duarte - Los Angeles County experience and GIS/GPS technologies to optimize the City's maintenance dollars by applying a manageable / reliable PMP methodology.

With Bucknam assisting the City with PMP services since 2018, our project staff can be relied upon to provide continued, outstanding service to the City. This will be accomplished by assisting the City in implementing a common-sense neighborhood M&R schedule, formulating a proactive Arterial CIP budget and providing realistic maintenance recommendations. Our firm is unique in that we provide:

- ❖ Relevant and accurate PMP services based on our ongoing work with numerous Los Angeles, Orange County and San Diego local agencies such as:
 - **31 Los Angeles County local agencies; 35% of LA County local agencies (e.g., El Segundo, Gardena, Rancho Palos Verdes, South Gate, Long Beach, Lynwood, Lomita)**
 - 21 Orange County local agencies;
 - 17 San Diego/Inland Empire local agencies; and
 - Army Corps of Engineers ASTM D6433 compliant surveying, reporting and pavement analysis on an annual basis;
- ❖ Our project manager has worked within the SoCal Pavement Management industry for over twenty-five (25) years and has worked extensively with MicroPAVER PMP software through turn-key data conversion projects to long-term, proactive pavement CIP scheduling that relies on accurate and cost-efficient bid documentation;



3548 Seagate Way, Suite 230
Oceanside, CA 92056
T: (760) 216-6529
www.bucknam-inc.com

- ❖ Army Corps of Engineers ASTM D6433 compliant surveying, reporting and pavement analysis on an annual basis;
- ❖ Project/engineering experience that brings the understanding that MicroPAVER results are not set in stone; we proactively use the available data to enhance budget forecasting and CIP/O&M project planning;

As Project Manager, my goal is not just to meet the requirements of this project but establish a living document (Arterial & Local pavement CIP submittal) that will be used throughout the term of the CIP as well as implement achievable long-term infrastructure management goals in coordination with City schedules.

Offeror: Bucknam Infrastructure Group, 3548 Seagate Way, Suite 230, Oceanside, CA 92056; Company FID # 45-2723662

Mr. Peter Bucknam (Project Manager) will be providing day-to-day operational and management services; he is authorized to sign the agreement for this contract. He can be contacted at 760-216-6529 (work) 714-501-1024 (cell) or email at peter@bucknam-inc.com. Mr. Steve Bucknam, P.E. (Principal) will be responsible for project oversight (steve@bucknam.net).

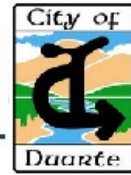
By selecting *Bucknam Infrastructure Group, Inc.*, the City of Duarte will continue to receive a strong, knowledgeable, innovative, and communicative team with the experience to update a cost-effective pavement management program. Our handpicked pavement management professionals are committed to delivering quality services to the City. We have already scheduled time for your project and eagerly await our kick-off meeting with City staff and you.

Respectfully submitted,

Bucknam Infrastructure Group, Inc.



Peter J. Bucknam
President/Project Manager



Project Understanding / Scope of Work

Project Understanding / Approach

As the City of Duarte infrastructure matures, the City's staff is striving to update the City's Pavement Management Program (PMP) through cost effective condition surveys, engineering cost evaluation, Arterial CIP and "neighborhood" budgetary reporting and work history updates within the PMP database. **Bucknam's experience through adherence to scope, schedule and cost have proven itself over the past five (5) years of PMP service to Duarte Public Works.**

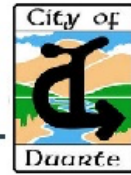
The City requires a team that will continue to not only resurvey the defined sections using cost-conscious methodologies but will create a comprehensive program that includes the enhancement of your multi-year PMP CIP, neighborhood maintenance, essential data for PS&E bid document preparation, stewardship of the PMP, GIS links to the PMP, and the knowledge of the inner workings of the MicroPAVER software.

Bucknam will provide these services through our proactive and accurate implementation of your PMP; we will address the City's primary goals of:

- Updating MicroPAVER with 2023-24 inspections, work history and maintenance data;
- Enhancing the Duarte PMP database with 2021 to 2023 work history data entries;
- Surveying 54 miles of Arterial, Collector and Local streets; provide variance PCI reporting based upon 2021 PCI's vs. 2023;
 - Verifying / Updating pavement centerline and SF data (PMP vs. GIS);
 - Generating 2023-24 Pavement Condition Index (PCI) ratings for each segment;
- Developing a proactive preventative slurry seal / overlay rehabilitation schedules based on existing capital funding;
- Establishing solid recommendations for current / future maintenance needs;
- Utilizing the City's existing funding to generate a baseline five (5) year Capital Improvement Program (CIP);
- Recommending alternative maintenance budgets that demonstrate realistic return-on-investments (ROI), i.e., "Actual" budget model, Maintain PCI, Increase PCI models, etc.

We have defined detailed phases to the scope of work in accordance to the City's goals;

1. Project Implementation
2. Client Satisfaction
3. Project Schedule
4. Scope of Work (Major Tasks)



1) Project Implementation

TASK 1.1: Project Kickoff

The first step in implementing a successful pavement management program truly resides in frequent communication and timely scheduled data updates. For the City of Duarte it will be essential to establish, up front, the Public Works CIP pavement management priorities. Our team will set a Project Kickoff meeting once the notice-to-proceed is given.

The essential PMP topics to be discussed will include the review and assessment of the existing MicroPAVER pavement plan/data, expectations of the project, METRO compliance, annual survey areas, new construction, PCI range/maintenance triggers, data quality and condition, current pavement procedures, review of schedule/budget and desired service levels.

During the project several project assessment meetings and project status meetings will be held to ensure that the major scope tasks and project schedule are being adhered too.

Deliverable: Meeting minutes, revised project schedule (if necessary)

TASK 1.2: Project Status Meetings - Quality Control Program

Status Meetings and Progress Reports

- Minimum of three meetings during the project (kickoff, field, and status meetings) – approx. eight (8) hours; Field review meetings; Monthly progress status reports will be delivered to City project manager.

Quality Control (QC)

We will use a statistical sampling approach for measuring the quality of our field technician's work. In this manner, 10 percent of the original annual surveys will be re-surveyed by an independent survey crew, supervised by a field supervisor, and the results will be compared to the original surveys (this will include 5.4 miles of arterial/collector/local QC). Our QC process involves checking the field crews' work in a "blind study" fashion. Quality control checks will be performed to make sure that all field personnel are properly collecting distresses and pavement quantities for the defined street segments.

PCI variance reporting will be performed where previous PCI data will be compared to newly inspected 2024 PCI data; if PCI's vary more than ten (10) points per year Bucknam staff will assess the potential cause through unrecorded work history, accelerated pavement deterioration, etc. Bucknam will record any discrepancies between the previous and current PMP databases.

Project Understanding / Scope of Work



Since we are collecting distress information on our field Tablets with the Duarte PMP database live, our staff will perform several quality control tests within the pavement management software using a sample set of the City of Duarte's street distress data.

This will ensure that all system and analysis settings as well as City recommendations and standards are being followed. **Over the past two years, Bucknam has submitted over fifty (50) METRO/OCTA compliant reports for LA and Orange County municipalities, they include:**

Orange County PMP Clients (Current)		
Brea	La Palma	RSM
Costa Mesa	Orange	Tustin
Laguna Hills	Laguna Beach	Westminster
Fountain Valley	San Juan Capistrano	La Habra
Huntington Beach	Laguna Woods	Fullerton
Seal Beach	Santa Ana	Placentia
Buena Park	Cypress	Stanton
Los Angeles County PMP Clients (Current)		
Long Beach	Alhambra	El Segundo
Duarte	Culver City	Lomita
Rancho Palos Verdes	Palmdale	Glendora
Signal Hill	Pomona	Sierra Madre
Monterey Park	Hermosa Beach	South Pasadena
Compton	Lynwood	Norwalk
Monrovia	Rosemead	Bellflower
Lawndale	Covina	Beverly Hills
La Verne	South Gate	La Habra Heights
San Marino (not client)	Thousand Oaks	South El Monte
West Covina	Covina	Lakewood
Gardena	Commerce	

Our surveys follow the accepted ASTM D6433 procedure requirements. Our staff attends the OCTA PMP Distress Training Classes held in each year, 2011 thru 2023.

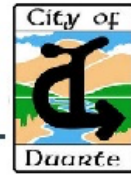
In February 2023 our staff was acknowledged as “qualified inspectors and firm” to prepare PMP’s compliant with the OCTA Countywide Pavement Management Guidelines (this certification/compliance runs through June 2025).

Additionally, Bucknam was selected by the Orange County Transportation Authority (OCTA) in the Fall of 2021 to perform a 10-year Pavement Management Plan analysis on ALL 35 Orange County local agencies PMP’s.

2) Client Satisfaction

TASK 2.1: Project Deliverables

Shown throughout our Scope of Work, each Task is summarized with project deliverables. Client satisfaction will derive from frequent communication with the Project Manager and key staff members from the Public Works department. Project success is created by delivering on three main factors;



Project Understanding / Scope of Work

- 1) Adherence to scope tasks and deliverables
- 2) Performing to the standard set by the Project Schedule; and
- 3) Controlling costs. Our Project Manager will follow each of these factors throughout the duration of the project

Deliverable: Project Status Updates, as stated in Task 1.2

3) Project Schedule

TASK 3.1: Work Flow / Project Schedule

Our project schedule shows each major task identified in our scope of work, as well as quality control milestones and meetings. Bucknam currently has ample, certified staff to apply to this project in order to meet an aggressive schedule (three field technicians will drive the proactive schedule).

We anticipate the annual PMP services to start in October and will be completed by May of the following year. See key milestone dates from the project schedule below (fiscal year will change accordingly):

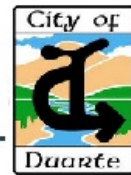
- Project Kickoff – December, 2023
- Survey Completion – April, 2024
- Delivery of draft PMP – April, 2024
- City comments returned to Consultant – May, 2024
- Delivery of City CIP Final Report – late May, 2024
 - All necessary METRO data, City reporting and revenue projections will be submitted May, 2024
- Publication of MicroPAVER – Any time after acceptance of Final PMP
 - One copy of the MicroPAVER database will be delivered
 - All pavement and GIS data pertinent to the project deliverables will be submitted with the Final PMP report

4) Scope of Work (Major Tasks)

TASK 4.1: Update Maintenance and Rehabilitation History

The City will provide Bucknam a complete listing of all major work (overlay, slurry, etc.) in order to update specific section work histories and PCI ratings.

Project Understanding / Scope of Work



Bucknam will review all maintenance and rehabilitation projects completed and/or scheduled by the City since the last update in 2021; this will include work history updates on arterials/collectors and locals.

Our staff will enter the necessary work history updates as mentioned above (i.e. data entry of maintenance / rehabilitation activities) into your MicroPAVER software. Once the project is completed, our staff will upload the necessary PMP database files at the City.

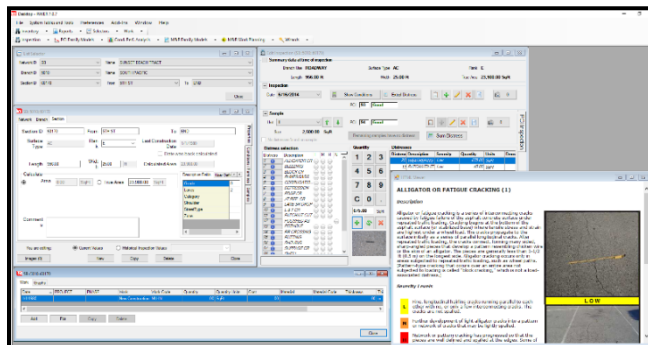
Deliverable: Update PMP data, Work History report

TASK 4.2: Pavement Condition Surveys

First and foremost, the assessment of the City's pavement segmentation is one of the key priorities for this project. With three years between major inspections it will be essential to verify that all Arterial, Collector and Local segmentation is up-to-date and that section SF quantities are verified, accurate and reliable.

Once the pavement segmentation has been assessed and verified, the necessary 54 miles of Arterial, Collector and Local inspections will be performed. It is the City's desire to survey all pavement sections this fiscal year.

Our survey methodology will include the following approach based on the ASTM D6433 guidelines:



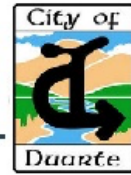
1. **Walking** - All sections are surveyed through “two-pass test” walking methodologies. AC/PCC distress types will be collected based upon actual surface conditions and physical characteristics of the segment.

Surveying methods will be conducted by remaining consistent with ASTM D6433 & the Army Corp of Engineers AC/PCC sampling guidelines while being flexible to City requirements.

All sample locations are observed through walking surveys; samples areas will cover 20% of the total section area and will be 2,500 SF +/- 1,000 SF in size. According to the City's request the following pavement sections are to be surveyed for the upcoming 2024 PMP update:

- The inspection of approximately 54 miles of Arterial / Collector and Local segments will be performed;
- Recent overlay rehabilitation will reduce total mileage of survey – TBD;

Our use of Tablet-based units allows our staff to collect pavement data with the City of Duarte's PMP database live in the field. At the end of the day all electronic data is transferred to our office for quality control and management.



Project Understanding / Scope of Work

Roadway Verification Survey - A listing of the field attribute data that is updated/verified during the survey for the pavement management database is listed below:

2. Field Attribute Data (updated and/or verified)

- Street name, from/to, indicating the assigned limits of the section
- Historical PCI tracking from previous inspections and 2024 PCI inspections
- Segment rank, length, width, and total true area of the section

3. Conditional data will be evaluated for all street segments and will include:

- MicroPAVER 20 AC & 19 PCC distresses by type, severity and sample area
- Sampling/conditional data typically pulled from within edge-of-pavement to edge-of pavement
- PCI ratings (0-100), taking into account the surface condition, level of distress

4. Section Distress and PCI Reporting

Once inspections are completed, we will generate a draft Pavement Condition Index (PCI) Report for City staff to review. The City and our staff will review these reports to ensure that all inventory data is correct and the project is running smoothly.

Our submittal will include:

- PCI Variance report comparing 2021 PCI's to 2024 PCI's
- Street centerline miles and pavement area
- Current 2023-24 street network Pavement Condition Index ratings
- Pavement segment tabular listing for the entire street network
 - PCI Report – sorted by PCI (worst to best)
 - PCI Report – sorted alphabetically

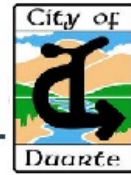
Deliverable: Citywide PCI Reports (65% and 100% status PCI reports)

DEVELOP RECOMMENDED IMPROVEMENT PROGRAM

TASK 4.3: Maintenance & CIP/ Budgetary Analysis

We will assist the City in developing the most cost-effective preventative maintenance, repair and rehabilitation strategies possible. This will be accomplished by meeting with the City to discuss and strategize maintenance activities that are currently being used by the City.

Based on the City's current AC & PCC applications used we will conduct an historical and prospective analysis on the conditional and financial impact these practices have on the pavement network.



Project Understanding / Scope of Work

Based on our fiscal and deterioration analysis, we will present our results and recommendations to City staff. This analysis will become an essential building block for the projected five-year CIP/maintenance programs.

We will establish/update a maintenance/rehabilitation “decision tree” that will be used to generate pavement recommendations that match current fiscal year maintenance approaches/City practices. This will be accomplished by assessing/updating the unique and individual PCI ranges and deterioration curves within MicroPAVER based on functional class (i.e. arterial, collector, local) and age.

Our staff will review Duarte’s deterioration curves that have been developed based on historical pavement inspections, surface type, and road class. The curves will be updated based on 2023-24 pavement conditions. The strategies that are typically reviewed are rehabilitation, reconstruction, localized maintenance, slurry seals, the expected improvement in pavement condition and the life-cycle extensions that would result. All application unit costs will be integrated into MicroPAVER and will be derived from the most recent construction bids. We will account for inflation rates when long-term revenues projections are made.

Our Project Manager and Principal will work closely with City in defining repair and rehabilitation strategies during each fiscal year. Once the repair/rehabilitation strategies have been defined, the identification of a five-year Forecast Maintenance & Rehabilitation (FMR) schedule will be generated. The recommended budget scenarios will be identified on the basis of several criteria:

- Assessment and review of the City’s Pavement CIP
- Present pavement conditions; Desired levels of service and available resources
- Projected / Forecasted PCI’s per section
- Cost benefit of individual strategies (e.g. maintain/increase PCI in 5-years, etc.)
- Future routine maintenance needs based on projected deterioration rates

The primary emphasis of this task is to maximize the scheduling of street improvements using the most cost-effective strategies available and taking into account life-cycle cost analysis.

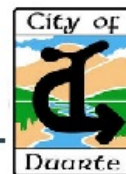
Additionally, our staff will also review and recommend a Local Zone cycle; this will allow us to proactively schedule localized maintenance/rehabilitation efforts throughout the CIP.

A working “draft” Final Report will be generated for City staff to review. The report will include an executive summary, the PCI Report as well as draft budgetary findings and recommendations.

Deliverable: One (1) digital copy of the Draft Pavement Management Program Report

TASK 4.4: Citywide CIP / METRO Compliance Budget Reports

We will deliver the Final Report to the City which will be essential for staff reference / use as well as presented in a way that is beneficial for elected officials/upper management. **This report will assist the City in complying with METRO.**



Project Understanding / Scope of Work

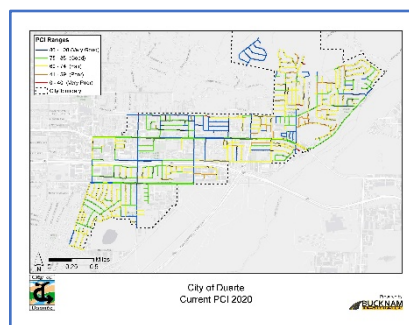
The report will be prepared in a format that uses the information delivered by MicroPAVER in conjunction with the information and analysis performed by our team. The report will provide the City with information on:

- Current inventory and pavement conditions indices (PCI) for all road classes
- Projected annual rehabilitation programs for street maintenance for a 5-yr period (Arterial / Local Forecast Maintenance Reports FY 2024-2029) that show the largest return on investment and acceptable levels of service;
 - This will include a minimum of three (3) total scenarios;
- Modeling and comparison of budget scenarios typically include:
 - Current / Actual budget 5-year projection
 - Maintain current PCI within 5-years
 - Increase current PCI within 5-years
 - Local Zone preventative maintenance/rehabilitation schedule/mapping
- Strategies and recommendations for the City's maintenance programs, including a preventative maintenance schedule;
- A detailed breakdown of deferred maintenance (backlog); and
- Supporting documentation required by METRO

Deliverable: One (1) digital copy of the Final Pavement PMP Report (.pdf), will be sent to the City. Bucknam will also provide final digital copies of the project related GIS files.

TASK 4.5: PMP – GIS Link / Mapping

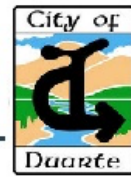
As an enhancement and proactive approach to this project, our staff will update the existing Pavement-GIS link between MicroPAVER and the City's GIS system. Bucknam currently has the 2021 PMP-GIS shapefile in-hand; this allows our staff to immediately utilize the file and prepare for internal PMP editing, survey and reporting. Our staff will review, with City staff, all ongoing upcoming capital projects that may impact the GIS mapping delivered for this project. The maps described below will be incorporated into the City's Final PMP report:



- PCI values for every section
- 5-yr Arterial / Local Rehabilitation and Slurry Seal Programs
- Functional classification maps

Once the City has approved the Pavement Condition Report, we will update the necessary MicroPAVER-GIS linkages (street names will be shown on all maps).

Project Understanding / Scope of Work



By using the unique ID's within the PMP and the City's ESRI street shapefile ID's, we will update the one-to-one match for each pavement section in the GIS. Our staff will coordinate all project deliveries with the Public Works and the GIS division to ensure that the most current and accurate PMP-GIS maps are represented within the City's GIS enterprise.

Deliverable: Complete GIS files/themes based on list above (project .mxd/shapefiles).

TASK 4.6: Duarte MyRoads® PMP Web-Portal

Duarte MyRoads™ Web-Portal – Bucknam's MyRoads® PMP web-portal is a great match for the Duarte PMP today and for the future. **Our application brings your PMP data to life within a dynamic dashboard!**

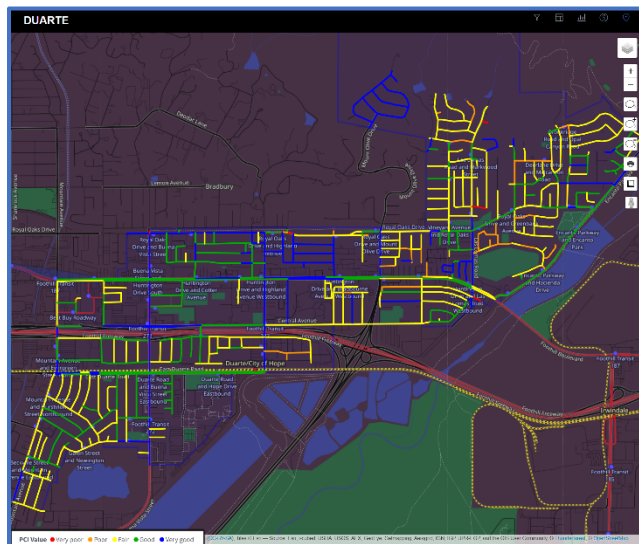
Bucknam now provides all our PMP clients with a unique and agency driven “MyRoads®” web-portal that provides instantaneous access to your pavement management database. This “dashboard” allows users to toggle through individual sections via GIS Lasso map selections, zone queries, rank selection and PCI ranges to review all section metrics, latest/previous inspections, work histories and filtered PCI reports. To cap it off, your selections/queries also generate preliminary engineering costs estimations for slurry, overlay and reconstruction projects and provides you with the predictive PCI as if the work is complete.

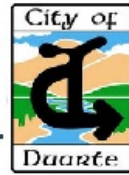
Bucknam has shown the Duarte MyRoads® account actively working!

This tool will be accessed by City staff simply through a Username/Password methodology. As changes are made to the Duarte PMP database the MyRoads® dataset is changed to reflect work history edits, PCI inspections and section changes.

In summary, MyRoads® allows the user perform the following dynamic functions:

- Query specific pavement segment(s) to view current/historic PCI, work history inspection;
- Filter for pavement sections within a defined zone, PCI range and/or functional class;
- Select a pavement section or grouping of section through the on-board GIS tool;
- Enter slurry, overlay & reconstruction unit costs to determine preliminary cost of maintenance and resulting citywide PCI





Project Understanding / Scope of Work

- Display critical street / sidewalks / signs / ROW assets along pavement section(s) that are critical to Engineering Bid development and solicitation (ADA ramps, utilities, manholes, trees, etc.)
- Displays all final GIS project maps (PCI, work history, 5-yr forecasted maintenance, etc.)
- Bucknam will train Duarte staff on the simply use of the MyRoads® dashboard.

TASK 4.7: As-Needed PMP – GIS Services (Optional)

Pavement Management Program / GIS Support Services

With the City implementing a triennial PMP management schedule Bucknam will provide annual As-Needed PMP support that will cover data previously submitted by our staff. If additional services outside the identified scope of work above are requested Bucknam will provide timely and proactive services to the City. Our typical As-Needed services include:

- Additional budget scenarios, general reporting, deterioration studies
- Additional visual inspections above the mileage amount indicated in Task 4.2
- Additional pavement management – GIS mapping
- MicroPAVER training, operational use
- Additional ROW asset management/inventory services (signs, sidewalks, etc.)
- GIS Enterprise assessment, management, implementation, support

The agreement will include the provision of onsite and telephone support for the City staff. We have indicated a common proposed fee with our proposed fee; if requested work efforts are projected to exceed that amount Bucknam will negotiate the appropriate fee to complete requested additional work.

Deliverable: Remote and on-site technical support

Project Understanding / Scope of Work



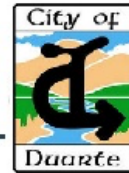
Proposed Fee

Task Items 1 through 4 can be accomplished on a **time and materials, not-to-exceed basis** in accordance with the standard hourly rate schedule attached. Our anticipated fee including labor and reimbursable expenses is projected to be \$29,742 for an seven-month period.

	Description	Principal	Project Manager	GIS Manager	Field Technician(s)	Admin	Total by Task
	2023-24 Base Fee	\$295/hr	\$205/hr	\$160/hr	\$107/hr	\$95/hr	
Task 1	Project Implementation						
Task 1.1	Project Kickoff		1		1		\$312
Task 1.2	Project Status Meetings - Quality Control	1	3	1	14		\$2,568
Task 2	Client Satisfaction						
Task 2.1	Project Deliverables		2	2	2	1	\$1,039
Task 3	Project Schedule						
Task 3.1	Work Flow / Project Schedule		2		3		\$731
Task 4	Scope of Work						
Task 4.1	Update Maintenance and Rehabilitation History		1		8		\$1,061
Task 4.2	Pavement Condition Survey (approx. 54 miles)		4	2	85		\$10,235
Task 4.3	Maintenance & CIP / Budgetary Analysis		6				\$1,230
Task 4.4	Citywide CIP / METRO Compliance Reports	1	28	4	2	1	\$6,984
Task 4.5	PMP - GIS Link / Mapping		2	8	6		\$2,332
Task 4.6	Duarte MyRoads® PMP Web-Portal						\$1,500
	Reimbursables (mileage, printing, materials)						\$1,750
	All deliverables will become property of the City of Duarte						
	All Tasks are negotiable						
	Total Hours per Staff	2	49	17	121	2	
	2023-24 Total Base Fee	\$ 590	\$ 10,045	\$ 2,720	\$ 12,947	\$ 190	\$29,742
	Optional Services						
Task 4.7	As-Needed PMP - GIS Services (Annual)						TBD
Additional services outside of this contract will be negotiated with the City where we will use the Standard Hourly Rate Schedule shown here.							
	*Notes / Assumptions:						
	All Tasks - Bucknam will utilize own MicroPAVER 7.0.11 license for project tasks						
	All Tasks - Bucknam and inspectors are qualified through ASTM D64333 / OCTA until FY 2025						

Should the City desire to increase the service level above the hours outlined above for the Task items 1 through 4 or require other services not described herein, a fee adjustment would be negotiated and mutually agreed upon by both parties. We have included our fee schedule below for the City's consideration.

Project Understanding / Scope of Work



Standard Hourly Rate Schedule

<u>Category</u>	<u>Rate</u>
Principal	\$ 295
Senior Project Manager	215
Pavement Management Project Manager	205
Management Analyst	180
Project Engineer / Planner	170
Sr. Engineer / GIS Manager / Sr. Inspector	160
Assistant Engineer / Sr. Technician / GIS Analyst	155
CADD Operator	120
Field Technician	107
Administrative Assistant	100
Clerical / Word Processing	95

Reimbursables

Mileage	\$0.75/mile
Subconsultant Services	Cost + 15%
Reproduction	Cost + 15%
Travel & Subsistence	Cost + 15%
Fees & Permits	Cost + 15%
Computer Services (External)	Cost + 15%

Rates Effective 9/1/23



3548 Seagate Way, Suite 230
Oceanside, CA 92056
T: (760) 216-6529
www.bucknam-inc.com

EXHIBIT B

Insurance Requirements

A. Insurance Required

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

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

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

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

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

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

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

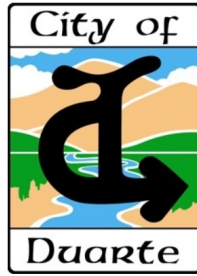
(2) The policies shall be endorsed to name City and its officers, officials, employees, agents, and volunteers as additional insureds.

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

and (vi) shall not contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured.

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

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



ITEM: 9.A

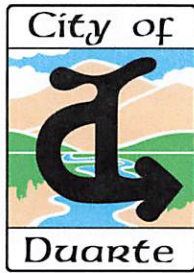
Adding Section 9.19 to the Duarte Municipal Code ("DMC") establishing rules and regulations governing the public use of City Facilities.

Recommended Action:

It is recommended that the City Council conduct a public hearing and approve the introduction of Ordinance No. 921 for first reading that will add Section 9.19 to the DMC which establishes rules and regulations governing the public use of City Facilities, to be read by number and title only, and waive further reading of the Ordinance.

Attachments:

[9A - Staff Report - Public Use of City Facilities Ordinance.pdf](#)



AGENDA REPORT

MEETING DATE: February 13, 2024

TO: Mayor and Members of the City Council

FROM: Larry Breceda, Director of Public Safety Services

SUBJECT: Adding Section 9.19 to the Duarte Municipal Code (“DMC”) establishing rules and regulations governing the public use of City Facilities.

RECOMMENDATION: Conduct a public hearing and approve the introduction of Ordinance No. 921 for first reading that will add Section 9.19 to the DMC which establishes rules and regulations governing the public use of City Facilities, to be read by number and title only, and waive further reading of the Ordinance.

FISCAL IMPACT: There is no fiscal impact resulting from these changes to the DMC. The cost to enforce the amended codes and provide staff training has been included in the annual department budget.

BACKGROUND

The Duarte Municipal Code ("DMC") currently includes provisions aimed at regulating behaviors that may jeopardize community safety, health, welfare, and overall quality of life. However, the implementation of these provisions has brought to light additional concerns about dangerous and unsafe behaviors within City Facilities. Reports from both City Staff members and community members have highlighted the necessity for amendments to the DMC. These proposed additions not only address immediate concerns but also aim to streamline operational processes, facilitate City business, provide efficient services, and prevent damage to City Facilities or land. The amendments further strengthen administrative and civil tools, reinforcing the City's capacity to enforce the DMC effectively.

The Public Safety Commission, during its meetings on September 19, 2023, and January 16, 2024, identified deficiencies in the existing provisions of the DMC related to rules and regulations governing the public use of City Facilities. The Commission underscored the pivotal role of these regulations in ensuring the safety of City employees and patrons, streamlining operational processes, and delivering efficient services.

DISCUSSION/ANALYSIS

The recommended additions to the DMC aim to rectify deficiencies identified by the Public Safety Commission and respond to concerns raised by the community and City Staff. These changes empower the City to take proactive measures to address public safety concerns, utilizing various legal means, including administrative and civil measures, beyond existing criminal penalties. The

ordinance seeks to provide the City with versatile enforcement tools, allowing tailored responses to specific violations and circumstances.

The introduction of Chapter 9.19 in the DMC establishes rational rules and regulations governing the public use of City Facilities. This addition is a strategic response to current challenges faced by the community, ensuring the protection of public peace, health, and safety within public facilities.

This ordinance empowers the City Manager to establish facility regulations which provides the flexibility needed to manage City Facilities effectively. Simultaneously, the City Council retains the authority to establish specific rules for particular facilities, ensuring adaptability to diverse needs and circumstances.

The ordinance also addresses reported behaviors negatively impacting the community, such as overnight trespassing and unauthorized access to secured employee-only entrances. Notably, it does not regulate public camping, which is separately addressed in other regulations.

The proposed changes align with state law and draw inspiration from practices in similarly situated cities. The ordinance is tailored to address the specific challenges faced by Duarte and improve upon existing DMC provisions.

RECOMMENDATION

The recommendation is to conduct a public hearing and approve the introduction of Ordinance No. 921 for the first reading. This ordinance adds Section 9.19 to the DMC, establishing rules and regulations governing the public use of City Facilities, to be read by number and title only, and waive further reading of the Ordinance .

FISCAL IMPACT

There is no fiscal impact resulting from these changes to the Duarte Municipal Code. The cost associated with enforcing the amended codes and providing staff training has been incorporated into the annual department budget.

ATTACHMENTS

A. Ordinance No. 921.

ORDINANCE NO. 921

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADDING CHAPTER 9.19 OF TITLE 9 TO THE DUARTE MUNICIPAL CODE RELATING TO PUBLIC PEACE AND SAFETY.

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; and

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

WHEREAS, the City Council acknowledges the crucial need to establish rational rules and regulations governing the public use of City Facilities. The City Council declares this is essential for ensuring the safety of City employees and patrons, streamlining operational processes, delivering efficient services, and preventing potential harm or damage to City Facilities or land; and

WHEREAS, disruptions to public peace and safety, coupled with damage to public property through vandalism and other behaviors, negatively impact the community's enjoyment of public spaces, harm residents and businesses, and result in financial costs and emotional distress for the City and its residents; and

WHEREAS, the City Council declares that the existing provisions of the Duarte Municipal Code are insufficient in providing the tools necessary for the City to effectively address the current challenges facing the community, and to protect public peace, health, and safety. Specific additions to the Duarte Municipal Code are deemed necessary to accomplish these goals; and

WHEREAS, in its regular meetings on September 19th, 2023, and January 16th, 2024, the Public Safety Commission has identified a deficiency in the existing provisions of the Duarte Municipal Code regarding essential rules and regulations governing the public use of City Facilities. The Public Safety Commission declares these regulations are crucial for ensuring the safety of City employees and patrons, streamlining operational processes, delivering efficient services, and preventing potential harm or damage to City Facilities or land by way of this ordinance; and

WHEREAS, the City is committed to ongoing enhancements of its processes, aiming for effective, fair, and efficient enforcement of the Duarte Municipal Code to elevate public health, safety, and welfare, and preserve the community.

NOW, THEREFORE, the City Council of the City of Duarte does hereby ordain as follows:

SECTION 1. The recitals above are true and correct and incorporated in full herein.

SECTION 2. Chapter 9.19 is added to the Duarte Municipal Code as established in Exhibit “A” attached hereto and incorporated in full herein.

SECTION 3. All ordinances, resolutions, or parts thereof in conflict with this Ordinance are hereby repealed.

SECTION 4. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Duarte hereby declares the Council would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that anyone or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared unconstitutional, invalid, or ineffective.

SECTION 5. The City Council finds that this Ordinance is not subject to 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 6. This Ordinance shall become effective thirty (30) days following its second reading.

SECTION 7. The Mayor shall sign this ordinance and the City Clerk shall attest and certify to the passage and adoption of this Ordinance and cause this Ordinance to be published using the alternative summary and posting procedure authorized under Government Code Section 36933.

This Ordinance was introduced for first reading on February 13, 2024, and **PASSED, APPROVED, AND ADOPTED** this [REDACTED] day of [REDACTED] 2024.

Vinh Truong, Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juárez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Ordinance No. 921 was adopted by the City Council of said City of Duarte at a regular meeting of said City Council held on the ____ day of _____ 2024, by the following vote:

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

Annette Juarez
City Clerk

EXHIBIT A

CHAPTER 9.19 CITY FACILITIES

9.19.010 - Purpose and scope.

The provisions of this chapter 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 Park Buildings (collectively, “City Facilities” or individually as “City Facility”). The purpose of this Chapter is to provide for the establishment of reasonable rules and regulations to be observed by the public in the use of such City Facilities to maintain the safety of City employees and patrons, facilitate the City’s ability to conduct City business and provide services, and prevent damage to City Facilities or land as well as to provide authority for the implementation and enforcement of such rules and regulations.

9.19.012 - Rules and regulations.

In accordance with the City Manager’s powers and duties to exercise general supervision over all City Facilities, the City Manager may promulgate reasonable rules and regulations to be observed by the public in the use of City Facilities (“facility regulations”), including, without limitation, time limits and other restrictions. The City Manager’s facility regulations shall be placed on file with the Office of the City Clerk and shall be available to the public during regular business hours. At the City Manager’s discretion, such facility regulations or excerpts thereof may be posted at particular City Facilities, although such posting is not required for enforcement provided a verbal warning is provided consistent with any applicable facility regulation requirement. One warning is sufficient to allow for enforcement of any facility regulation or any requirement set forth in this chapter.

The City Council may also from time to time establish rules and regulations applicable to particular City Facilities, which rules and regulations shall become effective upon such time that they are approved by the City Council. Thereafter, provided that the particular resolution so requires, such rules and regulations, or excerpts thereof, shall be posted at the City Facility to which they pertain, and copies shall be available to persons desiring copies thereof from the Office of the City Clerk during regular business hours.

9.19.020 - Unlawful conduct.

With respect to any City Facility, it shall be unlawful to:

- (a) Willfully harass or interfere with any City official, employee, contractor, or agent (collectively, “City personnel”) in the performance of their duties in a City Facility, willfully disrupt any event or activity being conducted in such City Facility, or, by the person’s conduct, willfully harass or interfere with any other person’s use of such City Facility, or threaten violence or intimidate any City personnel or any member of the public.
- (b) Enter designated areas that are not open to the general public inside of City Facilities without permission from City personnel.
- (c) Remain inside a City Facility without a purpose related to conducting business, accessing services, or contacting City personnel on the premises.
- (d) Enter an interior area of a City Facility once City personnel advises that the area is closed to the public, or that is signed in any manner that suggests that the public should not enter, unless given permission to enter by City personnel.
- (e) Remain in the lobby, hallways, waiting areas, or similar public areas inside a City Facility longer than is necessary to conduct City-related business or contact an employee or official, or wait in a City building for City personnel indefinitely.
- (f) Insist on meeting with City personnel and remain waiting after being told by City personnel that the person is either not available or will not meet with the person requesting a meeting.
- (g) Refuse to leave a City Facility after having been lawfully directed to do so by City personnel. City personnel may direct a person to leave a City Facility in compliance with procedures set forth in a facility regulation applicable to the City Facility.
- (h) No person shall enter or remain upon any City Facility between the hours of 10 p.m. of any day and 6 a.m. of the following day. The foregoing prohibitions shall not apply to:
 - (1) Persons bearing a special written permit from the City to be present during hours when presence is otherwise prohibited.
 - (2) Persons attending an event or program sponsored, permitted, or supervised by the City.
- (i) Violate the City Manager’s facility regulations.

9.19.030 CITY FACILITIES – PROHIBITED ITEMS.

- (a) Subject to Search Prior to Entry into a City Facility. Every person and their belongings, including, but not limited to, rolling carts, wheelchairs, and strollers are subject to search upon entry into a City Facility and while a person and their belongings are in a City Facility.

(b) Banned Items. Except with the prior written approval of a Director or their designee responsible for the control of a City Facility, it shall be unlawful for any person to enter, or remain in, a City Facility with any of the following:

1. Any weapon prohibited by state law, including, but not limited to, Section 171b of the California Penal Code, as amended from time to time, or any successor statutes;
2. Illegal narcotic or illegal controlled substance;
3. Bear repellant, mace, or pepper spray;
4. Bat or baton;
5. Box cutter, utility knife, or razor blade;
6. Ice pick;
7. Fireworks or explosives;
8. Knife of any length;
9. Martial arts weapon of any kind;
10. Metal, composite, or wooden knuckles;
11. Sword, saber, or other bladed device;
12. Animal, except a service animal, as defined by the Americans with Disabilities Act, specifically section 36.104 of Title 28 of the Code of Federal Regulations and California Civil Code section 54.1, as these sections may be amended from time to time; or
13. Replica firearm.

(c) Banned Items If They May be Used as a Weapon or Are Dangerous or Hazardous.

1. Any item that, in the reasonable judgment of a peace officer, as defined in California Penal Code, Chapter 4.5 (commencing with Section 830) of Title 3 or Part 2 (“peace officer”) as that chapter may be amended from time to time, that may be used as a weapon or otherwise may be dangerous or hazardous is not allowed inside a City Facility, and a person possessing such an item may be required to relinquish, dispose, or store the item outside of the City Facility as a condition of entry.
2. It shall be unlawful for any person to remain in a City Facility if that person fails or refuses to relinquish, dispose, or stow away from the City Facility an item that, in the reasonable judgment of a peace officer, may be used as a weapon or otherwise may be dangerous or hazardous.

(d) Nothing in this section shall preclude the persons listed below from possessing a firearm, knife, tear gas, stun gun, ammunition, or explosive in a City Facility:

1. A duly appointed peace officer, a retired peace officer with authorization to carry concealed weapons as described in section 25450 et seq. of Article 2 of Chapter 2 of Division 5 of Title 4 of Part 6 of the California Penal Code, as these provisions may be amended from time to time, a full-time paid peace officer of another state who is carrying out official duties while in California, a full-time paid peace officer of the federal government who is carrying out official duties while in California and who limits their presence to the portions of any City Facility open to the public, any authorized employee of the City or any person summoned by any of these officers to assist in making arrests or preserving the peace while they are actually engaged in assisting the officer; or
2. A qualified reserve peace officer, as defined by California Penal Code section 830.6, as that section may be amended from time to time, to the extent that such person is otherwise authorized by their respective state, county, or City law enforcement agency to possess a weapon for use in accordance with the law enforcement policy of the agency.

9.19.040 - Removal from City Facility.

Any person who violates this chapter, the City Manager's facility regulations, or any properly adopted rule or regulation after having been given notice thereof by City personnel pursuant to the requirements of this chapter, shall remove themselves from the City Facility if requested by City personnel, or if so ordered by a peace officer based upon probable cause that a person has committed such violation.

9.23.050 - Violations.

Any violation of this chapter is a public nuisance that may be abated by any means provided in this Code, including administrative citations, civil action, and injunctive relief, and is also punishable as provided in Chapter 1.04 of this Code.



ITEM: 10.A

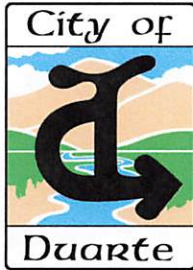
Joint Resolution between the Board of Supervisors of the County of Los Angeles and the City Council of the City of Duarte Approving and Accepting the Negotiated Exchange of Property Tax Revenue resulting from the Annexation of Territory known as Annexation No. 2023-07 to the City of Duarte and Withdrawal from County Road District No. 5

Recommended Action:

It is recommended that the City Council approve the Joint Resolution between the Board of Supervisors of the County of Los Angeles and the City Council of the City of Duarte Approving and Accepting the Negotiated Exchange of Property Tax Revenue resulting from the Annexation of Territory known as Annexation No. 2023-07 to the City of Duarte and Withdrawal from County Road District No. 5

Attachments:

[10A - Staff Report - Annexation Joint Resolution.pdf](#)



Agenda Item: 10A

CM Review: SCV

Fiscal Review: JP

AGENDA REPORT

MEETING DATE: February 13, 2024

TO: Mayor and Members of the City Council

FROM: Brian Villalobos, City Manager

SUBJECT: Joint Resolution between the Board of Supervisors of the County of Los Angeles and the City Council of the City of Duarte Approving and Accepting the Negotiated Exchange of Property Tax Revenue resulting from the Annexation of Territory known as Annexation No. 2023-07 to the City of Duarte and Withdrawal from County Road District No. 5

RECOMMENDATION: Approve the Joint Resolution between the Board of Supervisors of the County of Los Angeles and the City Council of the City of Duarte Approving and Accepting the Negotiated Exchange of Property Tax Revenue resulting from the Annexation of Territory known as Annexation No. 2023-07 to the City of Duarte and Withdrawal from County Road District No. 5 (Resolution No. 24-02)

FISCAL IMPACT: As noted in the annexation fiscal analysis report by Berkson Associates, the annexation of Royal Oaks has a minimal positive net impact on the City of Duarte.

BACKGROUND

At the regularly scheduled City Council meeting, held on January 23, 2024, the City Council approved a Pre-Annexation Agreement with HumanGood relating to their annexation application to Local Agency Formation Commission for the County of Los Angeles (LAFCO) requesting the annexation to the City of Duarte of the territory encompassing Royal Oaks Retirement Community. The City Council further directed staff to prepare a letter in support of HumanGood's annexation application before LAFCO.

In order for LAFCO to consider HumanGood's annexation application complete, the City of Duarte must approve a joint resolution between the Board of Supervisors of the County of Los Angeles and the City Council of the City of Duarte approving and accepting the negotiated exchange of property tax revenue resulting from the annexation of territory known as Annexation No. 2023-07 to the City of Duarte and withdrawal from County Road District No. 5.

DISCUSSION/ANALYSIS

Pursuant to Section 99 of the Revenue and Taxation Code, for specified jurisdictional changes, the

governing bodies of affected agencies shall negotiate and determine the amount of property tax revenue to be exchanged between the affected agencies. As such, for the fiscal year commencing in the year after the filing of the statement of boundary change for Annexation 2023-07 to the City of Duarte with the Board of Equalization pursuant to Government Code sections 54902 and 57204, a base of Zero Dollars (\$0) in property tax revenue (HumanGood is a non-profit and the parcel is not subject to property tax) , and .067446216 of the annual property tax increment, attributable to Annexation No. 2023-07 to the City of Duarte shall be transferred from the County of Los Angeles to the City of Duarte.

Additionally, after the effective date of Annexation No. 2023-07, the City will be responsible for the enforcement of flood plain management regulations within the area annexed by the City and shall assume responsibility for administering compliance with the National Flood Insurance Program in connection with the area annexed by the City of Duarte; and within thirty (30) days of the recordation of the Certificate of Completion, the City of Duarte shall notify all public utilities as defined in section 216 of the California Public Utilities Code that are providing service (including, but not limited to, providers of electricity, retail water, natural gas, and telecommunications) in the affected territory subject to the City's jurisdiction that the public utilities are required to make necessary changes to impacted customer accounts within ninety (90) days of the recordation of the Certificate of Completion consistent with Government Code Section 56886.1, including adjustments or cessation in payment of the Utility User Tax resulting from such annexation, when applicable.

RECOMMENDATION

Approve the joint resolution between the Board of Supervisors of the County of Los Angeles and the City Council of the City of Duarte approving and accepting the negotiated exchange of property tax revenue resulting from the annexation of territory known as Annexation No. 2023-07 to the City of Duarte and withdrawal from County Road No. 5. (Resolution No. 24-02)

FISCAL IMPACT

As noted in the fiscal analysis report by Berkson Associates, the annexation of Royal Oaks has a minimal positive net impact on the City of Duarte.

ATTACHMENTS

Attachment A - Legal Description of Annexation No. 2023-07 from the County of Los Angeles to the City of Duarte.

Attachment B - Joint Resolution between the Board of Supervisors of the County of Los Angeles and the City Council of the City of Duarte. (Resolution No. 24-02)

EXHIBIT A
LEGAL DESCRIPTION
ANNEXATION NO. 2023- 07
FROM THE COUNTY OF LOS ANGELES TO THE CITY OF DUARTE

1 THOSE PORTIONS OF LOTS 2, 6 AND 7 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 10
2 WEST, SAN BERNADINO BASE AND MERIDIAN, OF THE SUBDIVISION OF THE RANCHO
3 AZUSA DE DUARTE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER
4 MAP RECORDED IN BOOK 6, PAGES 90 TO 82 INCLUSIVE OF MISCELLANEOUS
5 RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED
6 AS A WHOLE AS FOLLOWS:
7

8 **BEGINNING** AT SOUTHERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS
9 "SOUTH 00°30'05" EAST, 556.56 FEET" ON THE EXISTING GENERAL SOUTHERLY
10 BOUNDARY LINE OF THE CITY OF BRADBURY AS ADOPTED BY RESOLUTION OF THE
11 LOS ANGELES COUNTY BOARD OF SUPERVISORS JUNE 4, 1957 AND FILED BY THE
12 SECRETARY OF STATE JULY 26, 1957;
13

14 THENCE ALONG SAID EXISTING GENERAL SOUTHERLY BOUNDARY LINE THROUGH THE
15 FOLLOWING COURSES:
16

17 THENCE NORTH 00°30'49" EAST, 556.56 FEET;
18 THENCE NORTH 03°05'49" WEST, 333.66 FEET;
19 THENCE NORTH 66°12'29" EAST, 235.99 FEET;
20 THENCE NORTH 14°12'30" EAST, 303.79 FEET;
21 THENCE NORTH 42°39'10" EAST, 341.49 FEET TO THE BEGINNING OF A NON-
22 TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 61.00 FEET, A
23 RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 73°20'28" WEST;
24 THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
25 65°22'59", A DISTANCE OF 69.61 FEET;
26 THENCE SOUTH 48°43'27" EAST, 155.40 FEET;
27 THENCE SOUTH 07°26'08" WEST, 323.97 FEET;
28 THENCE SOUTH 05°12'34" WEST, 95.56 FEET TO THE BEGINNING OF A TANGENT
29 CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 142.00 FEET;
30 THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
31 25°32'54", A DISTANCE OF 63.32 FEET;
32 THENCE SOUTH 20°20'20" EAST, 71.26 FEET TO THE BEGINNING OF A TANGENT
33 CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 178.98 FEET;
34 THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
35 23°58'26", A DISTANCE OF 74.89 FEET TO THE BEGINNING OF A REVERSE CURVE,
36 CONCAVE WESTERLY AND HAVING A RADIUS OF 110.00 FEET, A RADIAL LINE TO
37 SAID BEGINNING OF CURVE BEARS NORTH 45°41'14" EAST;
38 THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
39 50°53'02", A DISTANCE OF 97.69 FEET TO THE BEGINNING OF A REVERSE CURVE,
40 CONCAVE EASTERLY AND HAVING A RADIUS OF 235.00 FEET, A RADIAL LINE TO
41 SAID BEGINNING OF CURVE BEARS NORTH 83°25'44" WEST;
42 THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
43 21°08'01", A DISTANCE OF 86.68 FEET;

**EXHIBIT A
LEGAL DESCRIPTION
ANNEXATION NO. 2023-
FROM THE COUNTY OF LOS ANGELES TO THE CITY OF DUARTE**

THENCE SOUTH 14°33'45" EAST, 15.19 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 755.00 FEET;
THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°25'33", A DISTANCE OF 216.45 FEET;
THENCE SOUTH 01°51'48" WEST, 344.37 FEET TO THE EXISTING NORTHERLY BOUNDARY LINE OF THE CITY OF DUARTE AS ADOPTED BY RESOLUTION OF THE LOS ANGELES COUNTY BOARD OF SUPERVISORS JUNE 18, 1957 AND FILED BY THE SECRETARY OF STATE AUGUST 22, 1957;

THENCE LEAVING SAID GENERAL EXISTING SOUTHERLY BOUNDARY LINE OF THE CITY OF BRADBURY AND ALONG SAID EXISTING NORTHERLY BOUNDARY LINE OF THE CITY OF DUARTE SOUTH 89°23'00" WEST, 719.11 FEET TO THE **POINT OF BEGINNING**

CONTAINING: 19.02 ACRES MORE OR LESS

AS SHOWN ON EXHIBIT "B " ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

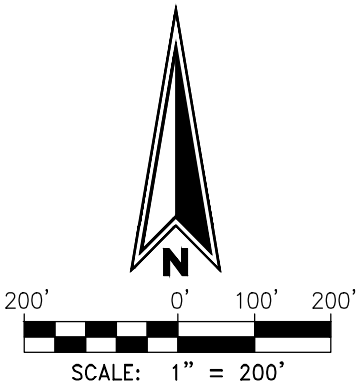


KURT R. TROXELL, P.L.S. 7854
DATE PREPARED: 03/16/2023



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°30'49"E	556.56'
L2	N03°05'49"W	333.66'
L3	N66°12'29"E	235.99'
L4	N14°12'30"E	303.79'
L5	N42°39'10"E	341.49'
L6	S48°43'27"E	155.40'
L7	S07°26'08"W	323.97'
L8	S05°12'34"W	95.56'
L9	S20°20'20"E	71.26'
L10	S14°33'45"E	15.19'
L11	S01°51'48"W	344.37'
L12	S89°23'00"W	719.11'

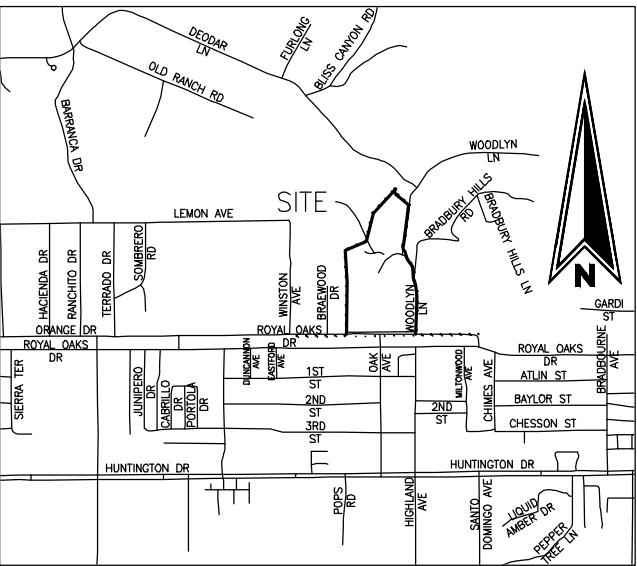
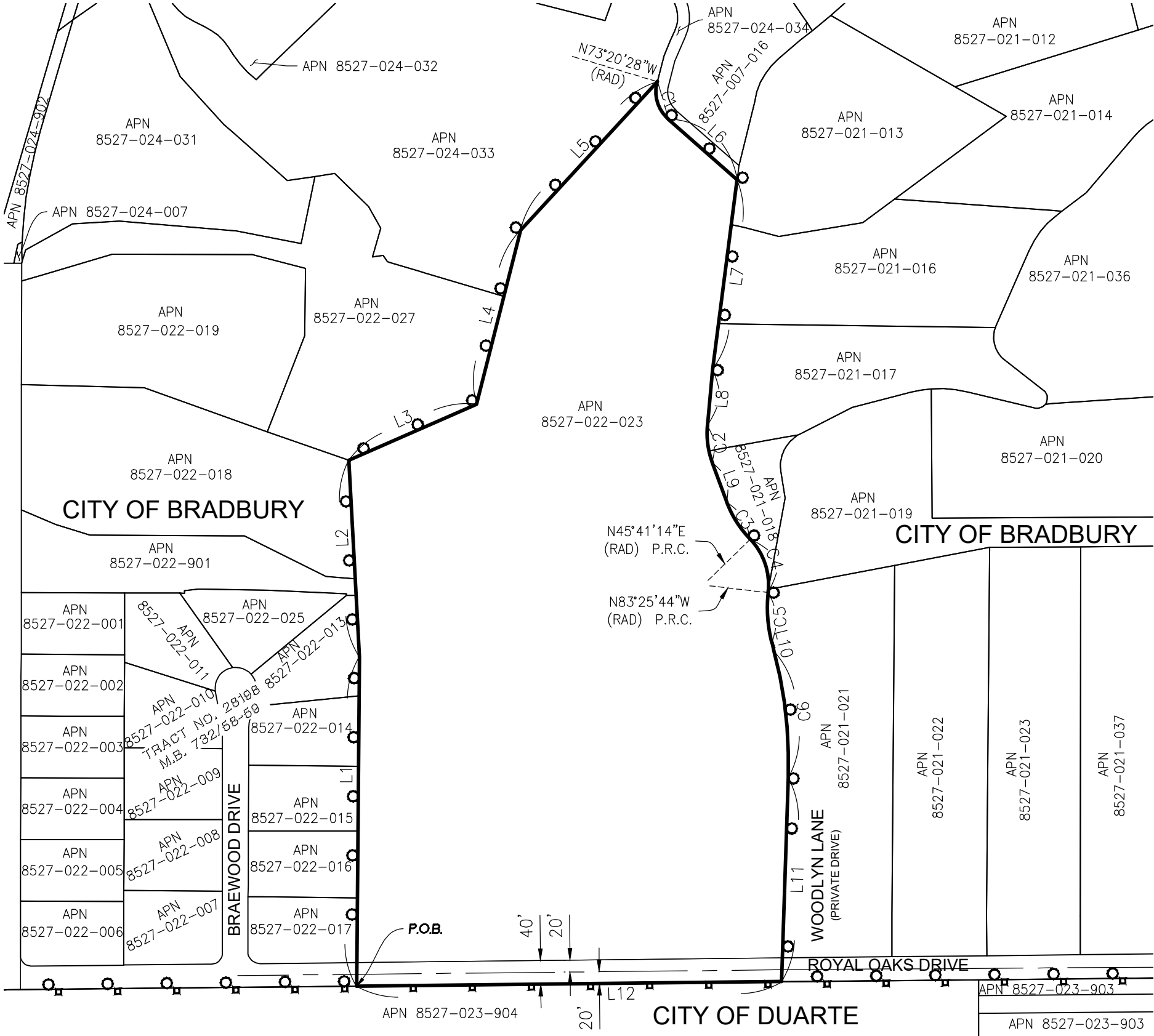
CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	65°22'59"	61.00'	69.61'
C2	25°32'54"	142.00'	63.32'
C3	23°58'26"	178.98'	74.89'
C4	50°53'02"	110.00'	97.69'
C5	21°08'01"	235.00'	86.68'
C6	16°25'33"	755.00'	216.45'





FUSCOE
ENGINEERING

16795 Von Karman, Suite 100
Irvine, California 92606
tel 949.474.1900 fax 949.474.5315
www.fuscoe.com



VICINITY MAP
NOT TO SCALE

- LEGEND**
-  BOUNDARY OF ANNEXATION
 -  EXISTING BOUNDARY OF THE CITY OF BRADBURY FILED WITH THE SECRETARY OF STATE 7/26/1957
 -  EXISTING BOUNDARY OF THE CITY OF DUARTE FILED WITH THE SECRETARY OF STATE 8/22/1957

THIS ANNEXATION IS COMPRISED OF 19.02 ACRES

BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON RECORD OF SURVEY NO. 15535 M.B. 225/37

PREPARED BY ME OR UNDER MY DIRECT SUPERVISION:

KURT R. TROXELL, L.S. 7854 03/16/2023



NO.	DATE	REVISION
FEI REFERENCE:		

EXHIBIT "B"

ANNEXATION NO. 2023 -

FROM THE COUNTY OF LOS ANGELES
TO THE CITY OF DUARTE

DATE: March 20, 2023
SCALE: AS NOTED
JN: 4132-001 LAF00.dwg
DRAWN BY: SM
CHECKED BY: KT

SHEET 1 OF 1

APPLICATION TO INITIATE PROCEEDING FOR CHANGE OF ORGANIZATION/REORGANIZATION

(Pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000,
Division 3, Title 5, Commencing with Section 56000, of the Government Code)

1. LAFCO PROPOSAL DESIGNATION NO.: 2023-07 to the City of Duarte

2. PROPOSAL INITIATED BY:

Identify the party initiating this proposal (please check one).

☐

Public Agency

Name of Public Agency:

Resolution Date:

Name and title:

☒

Landowner / Registered Voter Petition

Name of Chief Petitioner: HumanGood SoCal dba Royal Oaks

Name of Chief Petitioner:

Name of Chief Petitioner:

This party or parties shall be referred to herein as “the Applicant”.

3. DESIGNATED CONTACT PERSON:

Name: Andrew Smith

Title: Executive Director

Address: 1763 Royal Oaks Dr N

City: Duarte

State: CA

Zip Code: 91010

Telephone: 615-293-8870

E-Mail: andrew.smith@humangood.org

The Applicant is requested to notify LAFCO immediately of any changes in the designated contact person.

4. RELATED JURISDICTIONAL CHANGES “Affected Local Agencies” (Cities and/or Special Districts):

a. City of Duarte

Annexation ☒

Detachment ☐

SOI amendment ☒

b. City of Bradbury

Annexation ☐

Detachment ☐

SOI amendment ☒

Attach additional sheets if necessary.

- e. Is the affected territory (any territory for which a change of organization, reorganization, or Sphere of Influence change is proposed) within the Sphere of Influence (SOI) of the city or special district into which it is proposed to be annexed? ☐ Yes ☒ No

Note: If the answer is "No," the Applicant must request an SOI amendment (4a-4d, above).

5. LANDOWNERS:

- a. Number of landowners within the affected territory: 1

- b. If less than 6 landowners, list:

Name: Humangood Socal

Assessor Parcel Number: 8527-022-023

Name:

Assessor Parcel Number:

Name:

Assessor Parcel Number:

Name:

Assessor Parcel Number:

Name:

Assessor Parcel Number:

- c. Do the boundaries of the proposal conform to existing lines of assessment?



Yes



No

If "No," explain:

- d. Does the proposal create any islands or corridors of unincorporated territory?



Yes



No

If "Yes," explain:

- e. Total Assessed Land Value:

\$ 28,290,413

Tax Roll Year: 2022

Date:

6. REGISTERED VOTERS:

Number of registered voters: Approx. 199 As of: November, 2022

Note: State Law defines a proposed change of organization or reorganization as either "Uninhabited," in which case there are fewer than 12 registered voters in the affected territory, or "Inhabited" in which case there are 12 or more registered voters.

7. GENERAL INFORMATION:

- a. Location of affected territory:

The City of

or

Unincorporated Territory known as County of Los Angeles, Sphere of Influence for the

- b. Unified School District(s) name: address:

N/A

- c. Elementary School District(s) name: address:

N/A

- d. High School District(s) name: address:

N/A

- e. Describe the location of the affected territory, including major thoroughfares (freeways, highways, streets, alleys) that border or traverse the territory, natural features (water bodies, mountain ranges, etc.), man-made features (existing development, utility corridors, flood/drainage channels or basins, railroad lines, etc.), and any other characteristics that help identify the affected territory.

The project site is located in the sphere of influence of the City of Bradbury and is situated immediately north of Royal Oaks Drive N, east of Deodar Lane, and west of Woodlyn Road.

- f. Size of affected territory: 19 ± acres

- g. Provide a detailed description of the affected territory and existing land-uses, including, but not limited to: commercial, industrial, multi-family or single-family residential, institutional, active recreational, and/or passive open space.

The project site consists entirely of the Royal Oaks senior multi-family rental community.

- h. Provide a detailed description of the land uses surrounding the affected territory.

The site is surrounded by single family residential uses in the City of Bradbury to the north, west and east, and Royal Oaks Drive N. and single family residential uses in the City of Duarte to the south.

- i. Provide a detailed description of the topography (flat, sloping, mountainous, etc.) of the affected territory.

The site is generally flat and includes a multi-family residential community and associated circulation and recreation improvements.

- j. Provide a detailed description of any natural boundaries (rivers, lakes, streambeds, mountain ranges, etc.) within or adjacent to the affected territory.

None

- k. Provide a detailed description of any proposed change of use to the affected territory, including any planned development and/or on-going construction.

None. The Royal Oaks community is completely built out.

- l. Provide a detailed description of any flood control facilities (dams, reservoirs, flood control channels, debris basins, catch basins, etc.) within or adjacent to the affected territory.

None

- m. Explain why the proposal is necessary:

The Royal Oaks community is entirely surrounded by territories in the City of Bradbury and City of Duarte. The proposed annexation will eliminate an unincorporated island and afford the Royal Oaks community the ability to work closely with City officials and staff in Duarte.

8. POPULATION AND HOUSING:

- a. Current Population: 251 Source: Rent Rolls Date: 5.23.2023
- b. Proposed Population (if development is proposed): N/A
- c. Proximity to existing populated areas: contiguous
- d. Likelihood of significant growth in the affected territory within the next 10 years (please circle one):
☒ no growth ☐ modest growth ☐ significant growth
- e. Likelihood of significant growth in adjacent areas within the next 10 years (please circle one):
☒ no growth ☐ modest growth ☐ significant growth

9. GOVERNMENT SERVICES:

“Government services” refers to governmental services, whether or not those services would be provided by the local agency or agencies subject to the proposal. It also includes public facilities necessary to provide those services.

- a. Estimate the present cost and describe the adequacy of government services and controls in the area:
Government services are adequate and would not be impacted negatively or positively by this annexation
- b. Estimate the probable future need for government services (including public facilities) or controls in the area:
Maintenance of additional path approximately 700 additional feet, remainder of path already maintained by City of Duarte
- c. If the proposal includes incorporation, formation, or annexation, what will be the effect of this proposal or exclusion and of alternative courses of action on the cost and adequacy of services and controls in the proposed area and adjacent areas?
None
- d. If, as a result of this proposal, increased service demand exceeds the existing capacity, describe what will be done by the service provider to increase capacity of services:
N/A

- e. List any assessments, fees, or other charges to be levied as part of this proposal and/or that may be levied in the near future:

None are anticipated.

- f. List any Joint Powers Authorities (JPAs) or (equivalent) which may be providing services to the affected territory and/or surrounding territory:

None

10. EFFECTS OF THE PROPOSED ACTION:

- a. What will be the effect of the proposed action on adjacent areas?

The proposed annexation will eliminate the remaining County island property in this area. There are no anticipated effects on the surrounding properties all of which are already part of the incorporated areas of Bradbury and Duarte.

- b. What will be the effect of the proposed action on mutual social and economic interests?

Residents of the property will have self determination in local elections and contribute to City of Duarte's social and economic organizations

- c. What will be the effect of the proposed action on the local governmental structure of the County of Los Angeles?

Relieve the County of Los Angeles of burden of permitting requests. County agencies already provide public services to City of Duarte and subject property.

- d. What will be the effect of the alternative action on adjacent areas, on mutual social and economic interests, and the local governmental structure of the County of Los Angeles?

None

- e. What will be the effect or impact if the proposed action is denied by LAFCO?

The proposed annexation will eliminate the remaining County island property in this area. There are no anticipated effects on the surrounding properties all of which are already part of the incorporated areas of Bradbury and Duarte.

11. OPEN SPACE LAND CONVERSION:

- a. Will the proposal result in the conversion of any open-space lands to other uses?

☐ Yes ☒ No

12. AGRICULTURAL LANDS:

- a. Will the proposal have any effect on maintaining the physical and economic integrity of agricultural lands?

☐ Yes ☒ No

- b. Is there any Prime Agricultural Land within the affected territory?

☐ Yes ☒ No

- c. Is any of the land within the affected territory currently utilized for commercial agricultural purposes?

☐ Yes ☒ No

- d. Was any of the land within the affected territory utilized for commercial agricultural purposes within the last ten years?

☐ Yes ☒ No

13. GENERAL PLAN AND ZONING:

- a. Existing General Plan land use designation(s):

H2 -- Residential 2

- b. Is the proposal consistent with the existing General Plan land use designation?

☒ Yes ☐ No

- c. Existing Zoning designation(s):

A-1-2 -- There is a zoning inconsistency with the General Plan and current land use of the site.

- d. Is the proposal consistent with the existing zoning designation?

☐ Yes ☒ No

e. Is the proposal within a Specific Plan?

☐ Yes ☒ No

f. Existing Specific Plan Designation(s):

g. Is the proposal consistent with the existing Specific Plan designation?

☐ Yes ☒ No

h. If annexation to a city is proposed, what is the City's General Plan designation of the affected territory?

Need to confirm with Duarte

i. If annexation to a city is proposed, are the existing land-uses consistent with the City's General Plan designation(s)?

☒ Yes ☐ No

j. If annexation to a city is proposed, what is the City's Pre-Zoning designation of the affected territory?

Need to confirm with Duarte

k. If annexation to a city is proposed, is the existing zoning consistent with the City's Pre-Zoning designation(s)?

☒ Yes ☐ No

l. Is the proposal consistent with the most recent Regional Transportation Plan adopted by Southern California Association of Governments?

☒ Yes ☐ No

14. PLAN TO PROVIDE SERVICES:

a. Describe services to be extended to the affected territory:

Maintenance of the walking path and approximately 700 feet of roadway

b. Describe the level and range of those services to be provided:

Addition of approximately 700 feet to landscaping maintenance of walking path already primarily maintained by City of Duarte to the east and west

- c. Describe any improvements or upgrades of structures, roads, sewer, water facilities, or other public facilities associated with this change of organization/reorganization:

None

- d. How will services be financed?

City of Duarte

15. TIMELY AVAILABILITY OF WATER SUPPLIES:

- a. How will the proposal impact the timely availability of water supplies adequate for projected needs?

None

- b. For projects involving a proposed change in land use and/or new development – Please provide a recent will-serve letter, water supply analysis, or equivalent, from the water provider(s) (wholesaler, retailer, private water company, etc.) concerning the current adequacy of water supply for the project:

N/A

16. REGIONAL HOUSING NEEDS (only for city proposals):

- a. Identify how the proposal will affect a city or cities and the County of Los Angeles in achieving their respective fair shares of the regional housing needs, as determined by the Southern California Association of Governments (SCAG):

No impact -- The entirety of the site is already developed with a senior multi-family community.

- b. Date of most recent approval by the State Department of Housing and Community Development (HCD) of the City's Housing Element:

City of Duarte's Draft 2021-2029 Housing Element

17. ENVIRONMENTAL JUSTICE:

Government Code Section 56668(p) defines environmental justice as "the fair treatment of people of all races, cultures, and incomes with respect to the location of public facilities and the provisions of public services."

- a. Identify how the proposal will promote environmental justice:

Annexation of the site will allow the area affected area's population (entirely senior citizens) the ability to participate in local elections and access local amenities as residents of the City of Duarte.

18. DISADVANTAGED UNINCORPORATED COMMUNITIES (DUCs):

LAFCO maintains maps of all DUC's within Los Angeles County on the "Disadvantaged Unincorporated Communities" section of LAFCO's website. Please consult these maps to determine if there are DUCs within or adjacent to the affected territory that is the subject of your proposal.

- a. Is the affected territory within a DUC?

☒

NO

☐

YES

Give general location of DUC:

- b. Is the affected territory adjacent to a DUC?

☒

NO

☐

YES

Give general location of DUC:

19. BONDED INDEBTNESS:

- a. Do the agencies whose boundaries are being changed have any existing bonded debt?

☐

YES

☒

NO

- b. Will the proposal area be liable for payment of its fair share of this existing debt?

☐

YES

☒

NO

- c. In the case of detachment requests, does the detaching agency propose that the subject territory continue to be liable for existing bonded debt?

☐

YES

☐

NO

20. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) Compliance:

a. Check one:



Categorical Exemption / Statutory Exemption

CEQA Guideline Section:



Negative Declaration (ND)



Mitigated Negative Declaration (MND)



Environmental Impact Report (EIR)

b. Identify the Lead Agency which adopted a CEQA clearance for the proposal: LA LAFCO

c. Date Lead Agency adopted the CEQA clearance for the proposal:

d. Submit complete copies of CEQA compliance documents.

e. Submit complete copies of any Notice of Exemption (NOE) or Notice of Determination (NOD).

21. CITY PLAN FOR MUNICIPAL SERVICES (only for city proposals):

Municipal Service	Current Service Provider	Proposed Service Provider
Animal Control	County of Los Angeles Department of Animal Control	City of Duarte Animal Control
Fire & Emergency Medical	Los Angeles County Fire Department	Los Angeles County Fire Department
Flood Control	Los Angeles County Flood Control District	Los Angeles County Flood Control District
Library	Los Angeles County Library	Los Angeles County Library
Mosquito and Vector Control	San Gabriel Valley Mosquito and Vector Control District	San Gabriel Valley Mosquito and Vector Control District
Park and Recreation	Los Angeles County Department of Parks and Recreation	City of Duarte Parks and Recreation
Planning	County of Los Angeles Department of Planning	City of Duarte Planning
Police	Los Angeles County Sheriff	Los Angeles County Sheriff
Road Maintenance	Los Angeles County Public Works	City of Duarte Public Works and Engineering
Solid Waste	Ware Disposal (Contracted for area)	Burrtec Waste Services (Contracted)
Street Lighting	Los Angeles County Public Works	City of Duarte Field Services
Water	Los Angeles County Waterworks	California American Water
Wastewater	Los Angeles County Sanitation District	Los Angeles County Sanitation District

Animal Control

Describe services to be extended to the affected territory:

Response for emergency and non-emergency calls concerning pets, strays and wildlife

Describe the level and range of those services to be provided:

On-call as necessary

Describe any improvements or upgrades or transfers of facilities:

N/A

How will services be financed?

Collection of fees

Fire and Emergency Services

Describe services to be extended to the affected territory:

Continuation of ongoing services / Response to emergency calls

Describe the level and range of those services to be provided:

As required when emergency circumstances arise

Describe any improvements or upgrades or transfers of facilities:

N/A

How will services be financed?

N/A

Flood Control

Describe services to be extended to the affected territory:

Continuation of ongoing services

Describe the level and range of those services to be provided:

Continuation of ongoing services

Describe any improvements or upgrades or transfers of facilities:

N/A

How will services be financed?

N/A

Library

Describe services to be extended to the affected territory:

Continuation of ongoing services

Describe the level and range of those services to be provided:

Continuation of ongoing services

Describe any improvements or upgrades or transfers of facilities:

N/A

How will services be financed?

N/A

Mosquito & Vector Control

Describe services to be extended to the affected territory:

Continuation of ongoing services

Describe the level and range of those services to be provided:

Continuation of ongoing services

Describe any improvements or upgrades or transfers of facilities:

N/A

How will services be financed?

N/A

Parks and Recreation

Describe services to be extended to the affected territory:

Provision of park and recreation opportunities and sites

Describe the level and range of those services to be provided:

As planned or programmed provision of recreation services

Describe any improvements or upgrades or transfers of facilities:

N/A

How will services be financed?

City Fees

Planning

Describe services to be extended to the affected territory:

Site is fully built out. Currently, planning services are not necessary.

Describe the level and range of those services to be provided:

Site is fully built out. Currently, planning services are not necessary.

Describe any improvements or upgrades or transfers of facilities:

N/A

How will services be financed?

N/A. If, in the future, planning services are required, fees will be paid in accordance with the then-applicable City planning fee schedule.

Police

Describe services to be extended to the affected territory:

Continuation of ongoing services

Describe the level and range of those services to be provided:

Continuation of ongoing services

Describe any improvements or upgrades or transfers of facilities:

N/A

How will services be financed?

N/A

Road Maintenance

Describe services to be extended to the affected territory:

Maintenance, as and when needed, of frontage road and associated community trail.

Describe the level and range of those services to be provided:

Ongoing maintenance as and when needed.

Describe any improvements or upgrades or transfers of facilities:

N/A

How will services be financed?

City fees and taxes

Solid Waste Disposal

Describe services to be extended to the affected territory:

Weekly service for garbage and recycling

Describe the level and range of those services to be provided:

Weekly service or additional services as requested

Describe any improvements or upgrades or transfers of facilities:

N/A

How will services be financed?

Service Fee payment

Street Lighting

Describe services to be extended to the affected territory:

Maintenance as and when needed

Describe the level and range of those services to be provided:

Maintenance as and when needed

Describe any improvements or upgrades or transfers of facilities:

N/A

How will services be financed?

City taxes

Water

Describe services to be extended to the affected territory:

Domestic water service for consumption and landscape

Describe the level and range of those services to be provided:

Domestic water service for consumption and landscape

Describe any improvements or upgrades or transfers of facilities:

N/A

How will services be financed?

Service fee payment

Wastewater

Describe services to be extended to the affected territory:

Continuation of ongoing services

Describe the level and range of those services to be provided:

Continuation of ongoing services

Describe any improvements or upgrades or transfers of facilities:

N/A

How will services be financed?

Service Fee payment

INDEMNIFICATION / LEGAL DEFENSE

As a condition to the Local Agency Formation Commission for the County of Los Angeles' (LAFCO's) evaluation of the Applicant's proposal, the Applicant and, if different, the Real Party In Interest (i.e., the landowner) HumanGood SoCal dba Royal Oaks hereby warrant, represent, and agree to defend, indemnify, hold harmless LAFCO and its agents, officers, commissioners, and employees from any claim, action, or proceeding against LAFCO or its agents, officers, commissioners, and employees, relating to or arising out of LAFCO's evaluation or processing of the proposal, including, but not limited to, any action to attack, set aside, void, annul, enjoin, or compel LAFCO's approval, disapproval, evaluation, or processing of the proposal, which indemnification obligation includes, but is not limited to, Applicant/Real Party In Interest being required to pay for any costs and reasonable attorneys' fees incurred or anticipated to be incurred by LAFCO in connection with any such action. This indemnification obligation shall not include intentional or willful misconduct on the part of LAFCO, but shall include passive and/or concurrent active negligence by LAFCO. Applicant/Real Party In Interest agree that LAFCO has the right to appoint its own counsel for its defense and conduct its own defense in the manner it deems in its best interest, and that such actions will not relieve or limit Applicant's/Real Party In Interest's obligations to indemnify and reimburse defense costs. At the discretion of the Executive Officer, a deposit or deposits of funds by the Applicant may be required in an amount or amounts sufficient to cover any anticipated or incurred litigation costs.



PROPOSAL CERTIFICATION

By my signature below, I hereby certify my understanding that:

- I/We are authorized to make these certifications and file this Proposal with LAFCO on behalf our city, special district, corporation, landowner, and/or other party filing said Proposal, and I/we will provide written evidence of same to LAFCO upon request.
- It is the responsibility of the Applicant to substantiate this Proposal.
- There is no guarantee, expressed or implied, that any Proposal will be approved by LAFCO.
- Each matter must be carefully evaluated by LAFCO staff.
- LAFCO staff's recommendation may change during the course of the review based on the information presented.
- A public hearing may be required, the proposal may be subject to a "protest" process, and the proposal may be subject to an election.
- The environmental review (pursuant to the California Environmental Quality Act) associated with the submittal of this application is preliminary, and, after further evaluation, additional information, reports, studies, applications, and/or fees may be required.
- The required map and geographic description must conform to the "Instructions of Completing Maps and Geographic Descriptions," to the satisfaction of the Executive Officer.
- If my proposal is denied, I am/We are not entitled to any refund of fees paid.
- Submitting inaccurate or incomplete information may result in delays or denial of my Proposal.
- The information I have provided in this Proposal, including all attachments and supplemental information provided, is accurate and correct to the best of my knowledge, subject to penalty of perjury.
- This proposal will not be scheduled for consideration by the Commission (LAFCO) until all required documents are provided, to the satisfaction of the Executive Officer.
- I/We have reviewed and agree to the Indemnification/Legal Defense terms, above.

I have read and understand the foregoing, and agree to the submittal of this Proposal.

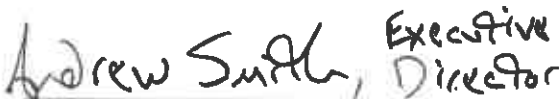
APPLICANT

 5.25.23

Signature/Date



Name of Applicant



Name & Position of Person Signing
(if different from Applicant)

REAL PARTY IN INTEREST

Signature/Date

Name of Real Party In Interest

Name & Position of Person Signing
(if different from Real Party In Interest)

**JOINT RESOLUTION BETWEEN THE BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES AND THE CITY COUNCIL OF THE
CITY OF DUARTE APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF
PROPERTY TAX REVENUE RESULTING FROM THE ANNEXATION OF TERRITORY
KNOWN AS ANNEXATION NO. 2023-07 TO THE CITY OF DUARTE AND WITHDRAWAL
FROM COUNTY ROAD DISTRICT NO. 5**

WHEREAS, pursuant to Section 99 of the Revenue and Taxation Code, for specified jurisdictional changes, the governing bodies of affected agencies shall negotiate and determine the amount of property tax revenue to be exchanged between the affected agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, as governing body of the County, and the County of Los Angeles Road District No. 5, and the City Council of the City of Duarte have determined that the amount of property tax revenue to be exchanged among their respective agencies as a result of the proposal identified as Annexation No. 2023-07 to the City of Duarte, which includes the annexation of approximately 19+ acres of inhabited territory located in the County of Los Angeles, is as set forth below; and

WHEREAS, upon annexation of the proposed area to the City of Duarte, the territory shall be withdrawn from the County Road District No. 5; and

WHEREAS, the area identified for annexation of territory is shown in the attachment.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The negotiated exchange of property tax revenues between the County of Los Angeles, CFPD, the City of Duarte, resulting from Annexation No. 2023-07 to the City of Duarte is approved and accepted.

A. Annexation of Territory to the City of Duarte:

1. The negotiated exchange of property tax revenues between the County of Los Angeles and the City of Duarte, resulting from the proposal identified as Annexation 2023-07 to the City of Duarte is approved and accepted for the annexation area within Tax Rate Area 03386.

2. For the fiscal year commencing in the year after the filing of the statement of boundary change for Annexation 2023-07 to the City of Duarte with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, property tax revenue received by County Road District No. 5, attributable to Annexation 2023-07 to the City of Duarte, shall be transferred to the County, and the County Road District No. 5 share in the annexation area shall be reduced to zero.

3. For the fiscal year commencing in the year after the filing of the statement of boundary change for Annexation 2023-07 to the City of Duarte with the Board of Equalization pursuant to Government Code sections 54902 and 57204, a base of Zero Dollars (\$0) in property tax revenue, and .067446216 of the annual property tax increment, attributable to Annexation No. 2023-07 to the City of Duarte shall be transferred from the County of Los Angeles to the City of Duarte.

4. The City of Duarte acknowledges that from and after the effective date of Annexation No. 2023-07, the City will be responsible for the enforcement of flood plain management regulations within the area annexed by the City and shall assume responsibility for administering compliance with the National Flood Insurance Program in connection with the area annexed by the City of Duarte.

5. Within thirty (30) days of the recordation of the Certificate of Completion, the City of Duarte shall notify all public utilities as defined in section 216 of the California Public Utilities Code that are providing service (including, but not limited to, providers of electricity, retail water, natural gas, and telecommunications) in the affected territory subject to the City's jurisdiction that the public utilities are required to make necessary changes to impacted customer accounts within ninety (90) days of the recordation of the Certificate of Completion consistent with Government Code Section 56886.1, including adjustments or cessation in payment of the Utility User Tax resulting from such annexation, when applicable.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2024 by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

Mayor
City of Duarte

ATTEST:

City Clerk
City of Duarte

/

/

/

/

/

/

/

(Signed in Counterpart)

The foregoing resolution was on the ____ day of _____, 2024, adopted by the Board of Supervisors of the County of Los Angeles and ex officio as the governing body of all other agencies, authorities, and districts, including special assessment and taxing districts, referenced in this resolution for which said Board so acts.

CELIA ZAVALA
Executive Officer,
Clerk of the Board of Supervisors,
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

/

/

/

/

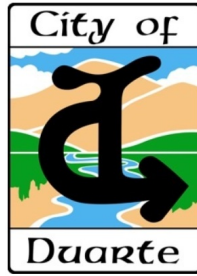
/

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that the Joint Resolution between the Board of Supervisors of the County of Los Angeles and the City Council (Resolution No. 24-02) was adopted by the City Council of said City of Duarte at a regular meeting of said City Council held on the 13th day of February 2024, by the following vote:

AYES:
 NOES:
 ABSTAIN:
 ABSENT:

Annette Juarez
City Clerk



ITEM: 10.B

Parks and Recreation Commission Recommendation to Approve the Pickleball Court Conversion at Royal Oaks Park

Recommended Action:

It is recommended that the City Council approve the pickleball court conversion at Royal Oaks Park

Attachments:

[10B - Staff Report - Royal Oaks Park Pickleball Court.pdf](#)



AGENDA REPORT

MEETING DATE: February 13, 2024

TO: Mayor and Members of the City Council

FROM: Manuel Enriquez, Director of Parks and Recreation

SUBJECT: Parks and Recreation Commission Recommendation to Approve the Pickleball Court Conversion at Royal Oaks Park

RECOMMENDATION: Staff recommends City Council approve the pickleball court conversion at Royal Oaks Park.

FISCAL IMPACT: No Fiscal Impact. The resurfacing and restriping of the Royal Oaks park courts are already included in the FY 2023/34 budget.

BACKGROUND

Named as the fastest growing sport in America by *The Economist*, pickleball is estimated to have more than 4 million people playing it annually. Locally, here in Duarte, the Department has also seen an increase in participation for its free Senior Center pickleball program, which has grown to currently a three day a week, two-hour program offering, facilitated out of the Duarte Sports Park. While there are currently six (6) pickleball courts at the Sports Park, none of them are permanent courts, meaning the net and posts are not installed but rather, brought out during program time, and the painted court lines are on top of the existing lined futsal courts.

DISCUSSION/ANALYSIS

With one of the best parts about pickleball being its universality, as virtually anyone can play, more and more parks and recreation departments are expanding opportunities for their communities to play in a variety of indoor and outdoor settings. Given our participation numbers have almost tripled this last year, our very dedicated pickleball players expressed interest to City staff in having access to more courts and permanent ones.

During the September 2023 Parks and Recreation Commission meeting, staff brought before the Commission the Royal Oaks Park Tennis Court Conversion to Pickleball Courts business item. The item outlined several resurfacing options for the commission to consider, given that the Royal Oaks Park Courts Resurfacing project is an approved Capital Improvement Project this Fiscal Year 2023/24. Highlighting that if there's an interest to increase the number of pickleball courts within the City and institute permanently dedicated courts to the sport, this would be an ideal time to make the conversion. Ultimately, the Commission was split on the item and asked staff to do some additional community outreach.

In December of 2023, the City facilitated a Flash Vote survey for residents to weigh in on the matter. Specifically, their experience and familiarity with the growing sport, their estimated usage of potential permanent courts, and their thoughts on the best location for them.

At the January 8, 2024, Parks and Recreation Commission Meeting, the Commission reviewed the survey results at length and staff provided several recommendations on adding permanent pickleball courts in the City.

The Commission reviewed three options presented:

1. Maintain the court space as is - two (2) tennis courts.
2. Convert one (1) of existing tennis courts to two (2) permanent pickleball courts (installed with lines and nets).
3. Convert one (1) of existing tennis courts to two (2) permanent pickleball courts (installed with lines and nets) and paint pickleball lines on the tennis court side to allow it to be used as both a tennis court and pickleball courts.

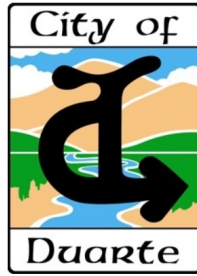
The Commission received public comment from 25 community members. After a lengthy discussion, the Commission voted unanimously (minus the two absent Commissioners) to recommend the full conversion of one existing tennis court to two (2) permanent pickleball courts (installed with lines and nets), and paint pickleball lines on the tennis court side to allow it to be used as both a tennis court and/or pickleball courts.

RECOMMENDATION

Staff recommends City Council approve the pickleball court conversion at Royal Oaks Park.

FISCAL IMPACT

No Fiscal Impact. The resurfacing and restriping of the Royal Oaks park courts are already included in the FY 2023/34 budget.



ITEM: 10.C

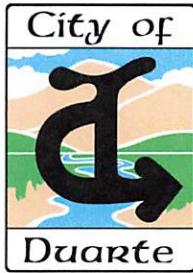
Ordinance No. 922 Purchasing Requirements

Recommended Action:

It is recommended that the City Council approve Ordinance No. 922 to add language to the Duarte Municipal Code relating to Exemptions from Purchasing Requirements

Attachments:

[10C - Staff Report - Purchasing Requirements Ordinance.pdf](#)



Agenda Item: 10C

CM Review: scw

Fiscal Review: yp

AGENDA REPORT

MEETING DATE: February 13, 2024
TO: Mayor and Members of the City Council
FROM: Kristen Petersen, Assistant City Manager
SUBJECT: Ordinance No. 922 Purchasing Requirements
RECOMMENDATION: Staff recommends that the City Council approve Ordinance No. 922 to add language to the Duarte Municipal Code relating to Exemptions from Purchasing Requirements
FISCAL IMPACT: There is no fiscal impact.

BACKGROUND

Staff has had several instances over the last few years where due to the specialized nature of the services we were purchasing, the traditional bidding process was not feasible or the most effective process for the City. An example of this is when we are contracting the pyrotechnic provider for our annual Independence Day Celebration and Fireworks Show event. Due to the unique qualifications, technical site knowledge, and limited qualified vendors, a process involving a negotiated contract was more beneficial to the City.

DISCUSSION/ANALYSIS

Based on a review of surrounding cities we found that it is very common to have a provision in the code that allows the City Council to determine that negotiation, rather than bidding, shall best serve the City due to the specialized nature of supplies, equipment, programs, or services. Please note that this adds another purchasing alternative, but does not replace the other options for purchasing which can continue to be utilized including but not limited to; formal bidding, written quotations, verbal quotations, requests for proposals, emergency purchases, and sole vendor purchasing. By adding this section staff can ask city council to authorize negotiation in order to act nimbly in certain situations when securing quality services, programs, and equipment.

RECOMMENDATION

Staff recommends that the City Council approve Ordinance No. 922 to add language to the Duarte Municipal Code relating to Exemptions from Purchasing Requirements.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENTS

Ordinance No. 922

ORDINANCE NO. 922

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, AMENDING SECTION 2.36.050 OF THE DUARTE MUNICIPAL CODE RELATING TO EXEMPTIONS FROM PURCHASING REQUIREMENTS.

WHEREAS, in June 2016, the City Council of the City of Duarte adopted Ordinance Number 864 Relating to Purchase of Supplies, Equipment, and Services to better clarify when formal bidding procedures are required, when sole sourced contracts are permitted, and when exemptions to the bidding process is appropriate; and

WHEREAS, changes in technology as well as innovative programs and services require the City of Duarte to act nimbly in order to secure quality services, programs, and equipment; and

WHEREAS, the City of Duarte strives to provide exemplary services in a timely manner to the public; and

WHEREAS, the City of Duarte is committed to fiscal responsibility and obtaining the highest quality service for the best price.

NOW, THEREFORE, the City Council of the City of Duarte hereby ordains as follows:

SECTION 1. The recitals above are true and correct and incorporated in full herein.

SECTION 2. Section 2.36.050 of the Duarte Municipal Code relating to Exemptions from Purchasing Requirements is hereby amended to add paragraph:

(o) When the City Council finds that negotiation, rather than bidding or quotation, shall best serve the city due to the specialized nature of supplies, equipment, programs, or services.

SECTION 3. All ordinances, resolutions, or parts thereof in conflict with this Ordinance are hereby repealed.

SECTION 4. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Duarte hereby declares the Council would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that anyone or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared unconstitutional, invalid, or ineffective.

SECTION 5. The Mayor shall sign this ordinance and the City Clerk shall attest and certify to the passage and adoption of this Ordinance and cause this Ordinance to be published using the alternative summary and posting procedure authorized under Government Code Section 36933.

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