

MEMORANDUM

TO: City Council
FROM: City Manager
DATE: February 03, 2022
SUBJECT: Comments on Agenda Items, Meeting of February 08, 2022

ITEM 4.A. (Special Items). Staff will provide the Parks and Recreation Department Status Update.

ITEM 5.A. (Public Hearing). Staff is recommending that the City Council open the public hearing to receive input from the community regarding the redrawing of election district boundaries, discuss the draft district maps, and provide direction to staff on potential revisions. This is the third of four mandatory public hearings that will be conducted as part of the City's redistricting process.

ITEM 6.A. (Special Items). Staff will provide the Community Development Department Status Update.

ITEM 9.G. (Consent Calendar). Staff is recommending that the City Council approve an Amendment to the Wireless Communications Facility Site Ground Lease Agreement with SBA Steel LLC for the existing wireless communications at 1400 Buena Vista Street (Duarte Park), as well as authorize the City Manager to execute the Amendment on behalf of the City. The amended agreement provides a one-time payment of \$10,000 and a monthly rental rate of \$2,200 beginning in October 2023 with an annual four percent (4%) increase to the monthly rental rate commencing in October 2024.

ITEM 9.H. (Consent Calendar). Staff is recommending that the City Council adopt Resolution No. 22-06 supporting the Huang-Mendoza Tripartisan Land Use Initiative to restore local control over zoning and land use decisions. The goal of the initiative is to help restore a balance of power between state and local government by preserving community control over charge of local land use decisions and encouraging state legislators to remain focused on matters of statewide concern.

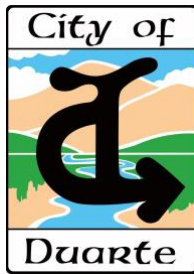
ITEM 9.I. (Consent Calendar). Staff is recommending that the City Council adopt Resolution No 22-07, authorizing teleconferenced public meetings pursuant to Assembly Bill 361.

ITEM 9.J. (Consent Calendar). Staff is recommending that the City Council authorize the City Manager to sign a quote in the amount of \$46,498.91 from Avidex for the purchase and installation of camera and broadcast equipment for the Council Chambers. The project will be funded by the Public Access, Education and Government Fund and includes a \$51,000 budget amendment to fund the work.

ITEM 9.K. (Consent Calendar). Staff is recommending that the City Council authorize the City Manager to approve an addition to the City Attorney contract and hire Donahue and Company for appraisal services for Highland Avenue Properties. Additionally, Staff is requesting a \$40,500 budget amendment to the General Fund.

Respectfully submitted,

Dr. Daniel Jordan
City Manager



**PARKS AND RECREATION
STATUS REPORT
February 2022**

PROJECT/PROGRAM		STATUS
<u>PARKS AND TRAILS</u>		
Community Meeting – Future Dog Park	The Department will be hosting a Community Meeting on Saturday, March 19 at 10 AM in the Community Center – 1600 Huntington Dr., to discuss the possibility of adding a Dog Park in Duarte. We invite residents to join us and provide their feedback related to this potential new City project.	
<u>YOUTH AND SENIOR PROGRAMS</u>		
Senior Center - Sweetheart Dinner Dance	The Duarte Senior Center invites seniors 55+ to register for their Sweetheart Dinner Dance scheduled for Friday, February 11 from 5 – 7 PM. The evening will include dinner, dancing and lots of love. To register, visit accessduarte.com and click on “Register for Recreation Programs.”	
<u>SPECIAL EVENTS</u>		
Save the Date: César Chávez Day of Service 2022	Join us as we commemorate the life and legacy of civil-rights leader César Chávez through a day of service. On this day, participants will devote their morning by volunteering in a community project located on the 32-acre campus of Westminster Gardens. To volunteer, register at accessduarte.com , and click on “Register for Recreation Programs” to complete your participant registration today (limited to the first 50 volunteers).	



Agenda Item:	5A
CM Review:	
Fiscal Review:	

AGENDA REPORT

MEETING DATE: February 8, 2022

TO: Mayor and Members of the City Council

FROM: Daniel Jordan, City Manager

SUBJECT: Public Hearing to Consider and Take Possible Action on Draft Redistricting Maps

RECOMMENDATION: 1) Conduct the third public hearing, receive public input, discuss and revise draft maps, and identify focus maps; and 2) Provide direction to staff regarding which map(s) should be considered for inclusion in the Ordinance to adopt new district boundaries for the Duarte City Council at the next public hearing on March 8, 2022.

FISCAL IMPACT: None.

BACKGROUND

As required by the California Elections Code, cities with by-district election systems must use new census data to review and, if needed, redraw district lines to reflect how local populations have changed every ten years. This process, called redistricting, ensures all districts have nearly equal population. The redistricting process for the City of Duarte must be completed by April 17, 2022. The first two public hearings were held on September 28, 2021, and January 11, 2022. This is the third of four required hearings.

DISCUSSION/ANALYSIS

The public was invited to submit input regarding district boundaries using either a paper map or on online redistricting tool which was provided by the City's demographer NDC. The deadline for map submission was Thursday, January 27, 2022. Draft maps are being presented to the City Council for consideration at this public hearing.

To be considered a viable map, draft maps must be evaluated based on Federal and California redistricting criteria such as equal population, no racial gerrymandering, contiguous geography where practicable, easily identifiable boundaries, and not favoring or discriminating against a political party. Other traditional redistricting principals such as respect of voter choices, future population growth, minimizing voter election year disruptions and preserving the core of existing districts may also be considered in the evaluation of draft maps. Districting consultant NDC will provide the City with draft maps that meet eligibility requirements, for the City Council's consideration.

Language Requirements for Redistricting

Per Elections Code § 21608, the City must provide language services in applicable languages, as provided by the Secretary of State. Pursuant to Elections Code § 21608(h) applicable language requirements for city redistricting purposes include any language that is spoken by a group of city residents with limited English proficiency who constitute 3 percent or more of the city's total population over four years of age for whom language can be determined.

On June 11, 2021, the Secretary of State released guidance for cities regarding these language requirements. In addition to English, the City of Duarte is required to provide qualifying materials and "live translation" (interpretation) services in Spanish and Chinese (Mandarin/Cantonese) upon a request made by the Thursday prior to a hearing or workshop.

Publication and Noticing Requirements for Redistricting Public Hearings

Per Elections Code §§ 21608(c) and 21608(g)(3), the City is required to "publish" the hearing date, time, and location 5 days in advance on the internet and a website calendar satisfies the publishing requirement. On February 1, 2022, the public hearing information was published on the City's website and posted at Duarte City Hall, Duarte Public Safety Office, and Duarte Library.

Next Steps

The dates for Public Hearing No. 4 to consider draft maps is March 8, 2022.

RECOMMENDATION

1) Conduct the third public hearing, receive public input, discuss and revise draft maps, and identify focus maps; and 2) Provide direction to staff regarding which map(s) should be considered for inclusion in the Ordinance to adopt new district boundaries for the Duarte City Council at the next public hearing on March 8, 2022.

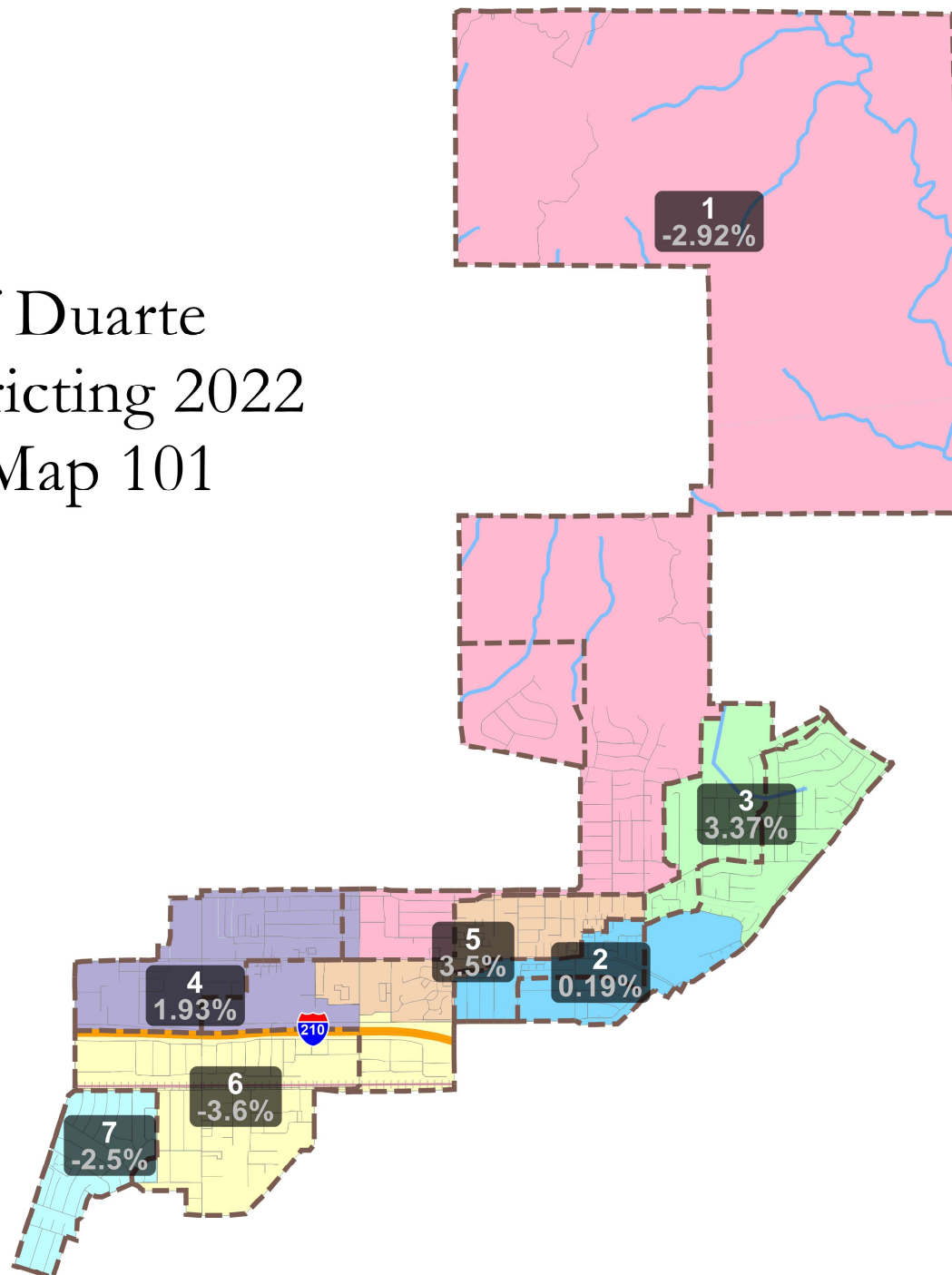
FISCAL IMPACT

None.

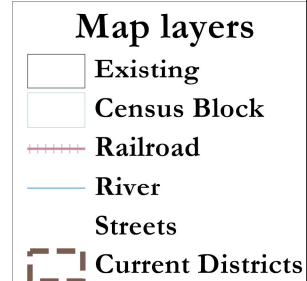
ATTACHMENTS

- A. Draft Plan 101
- B. Draft Plan 102
- C. Draft Plan 103
- D. Draft Plan 104
- E. Draft Plan 105
- F. Draft Plan 106

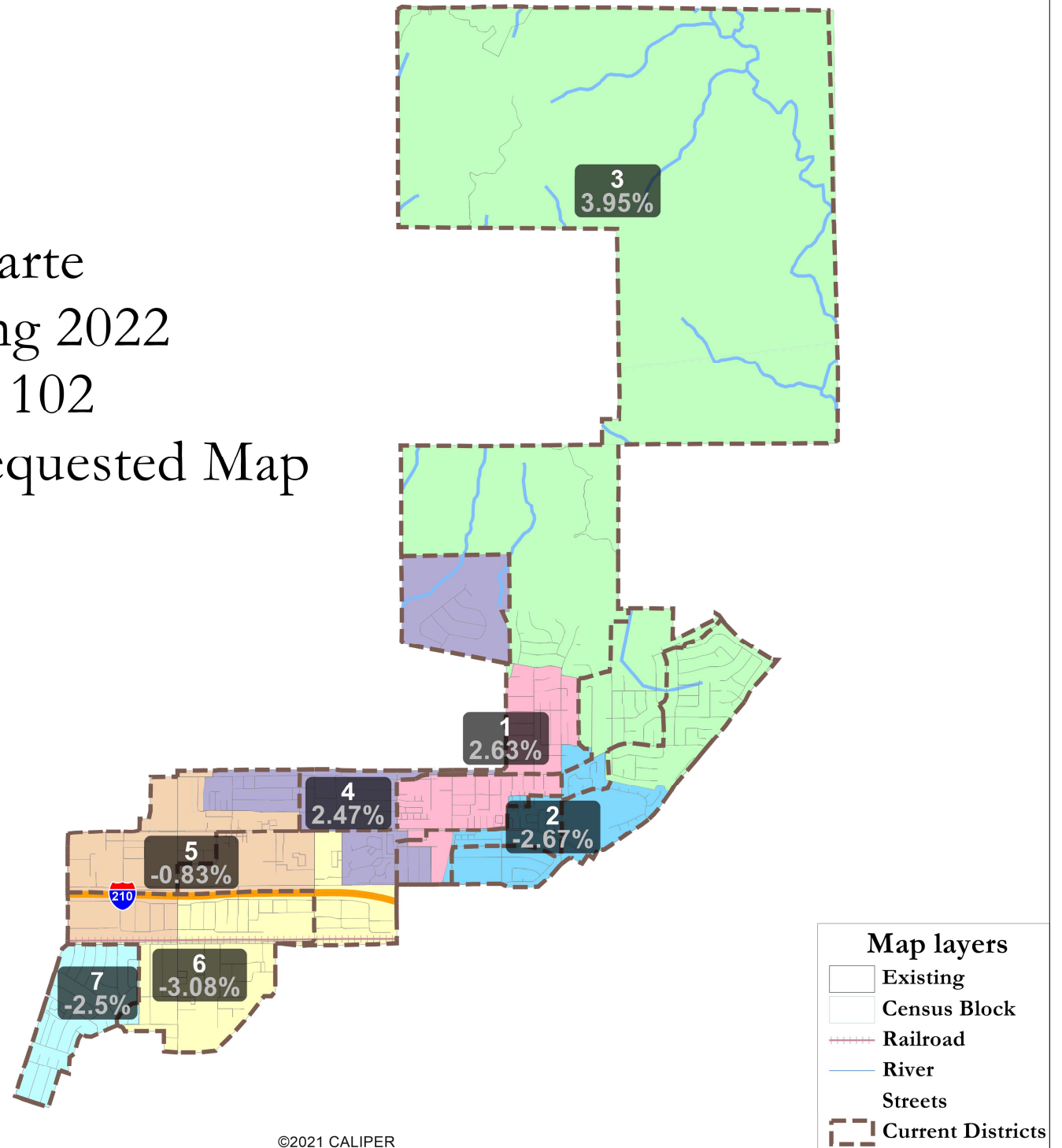
City of Duarte Redistricting 2022 Draft Map 101



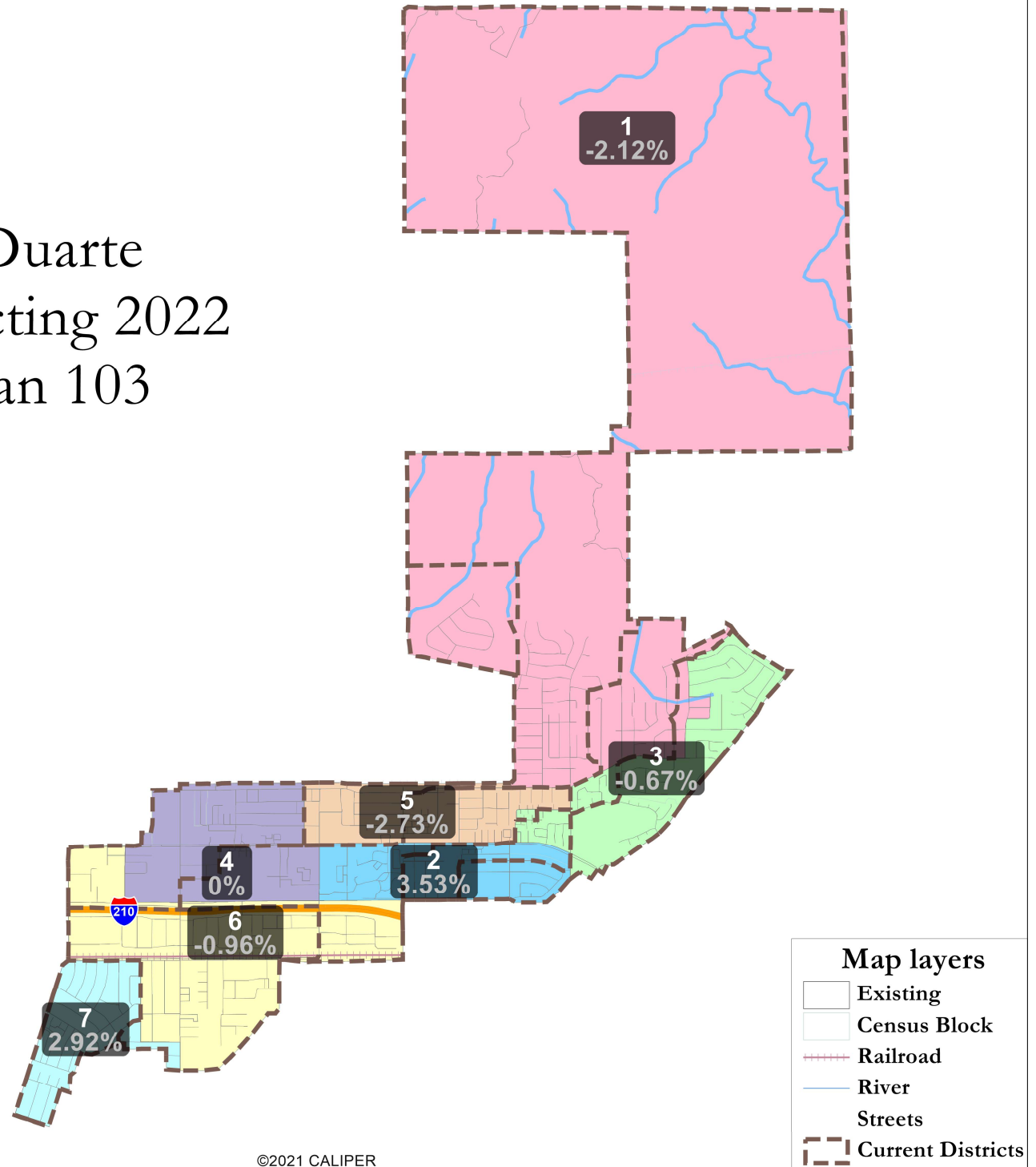
National Demographics Corporation
February 1, 2022



City of Duarte Redistricting 2022 Draft Map 102 Council Requested Map

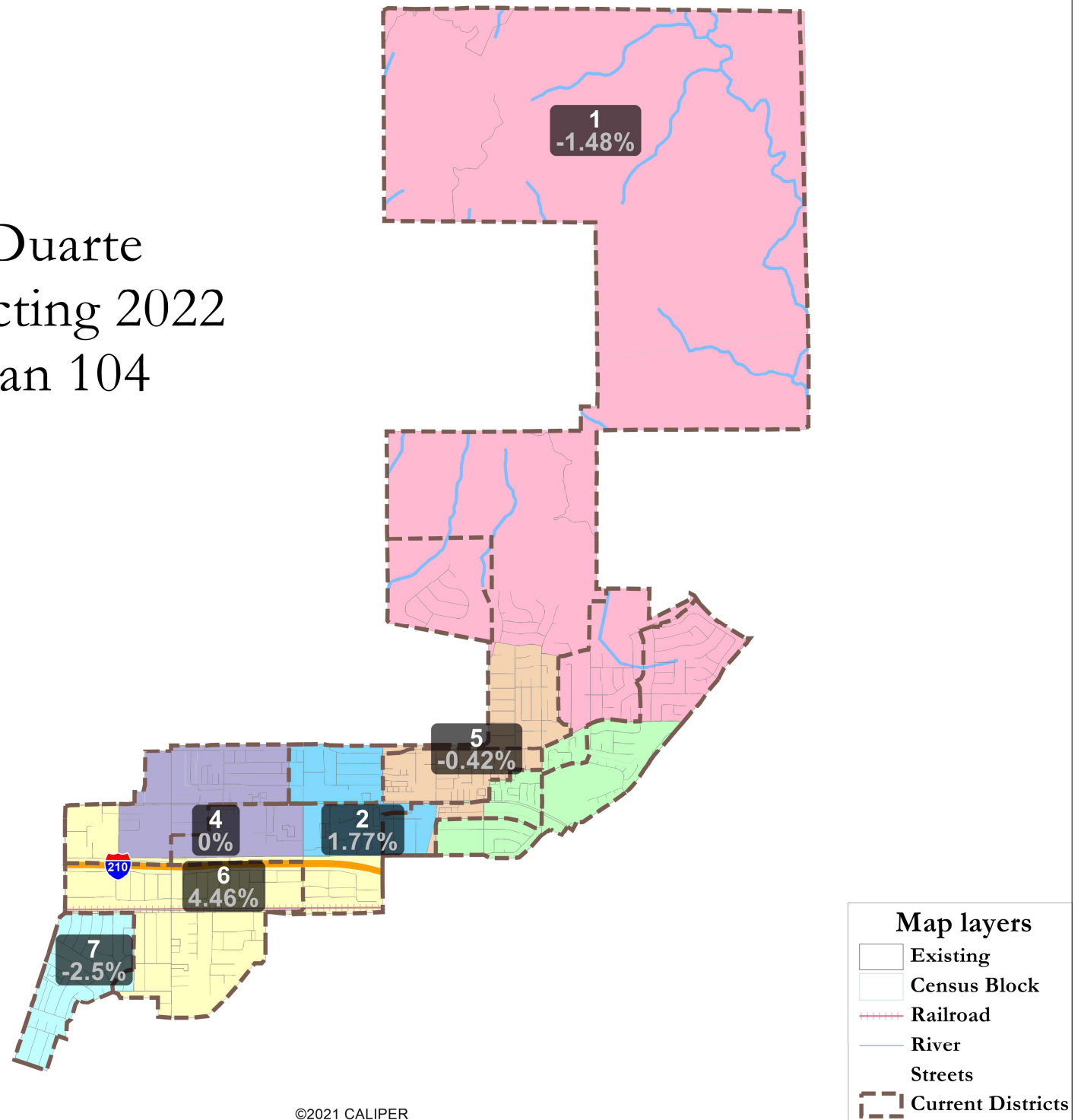


City of Duarte Redistricting 2022 Draft Plan 103



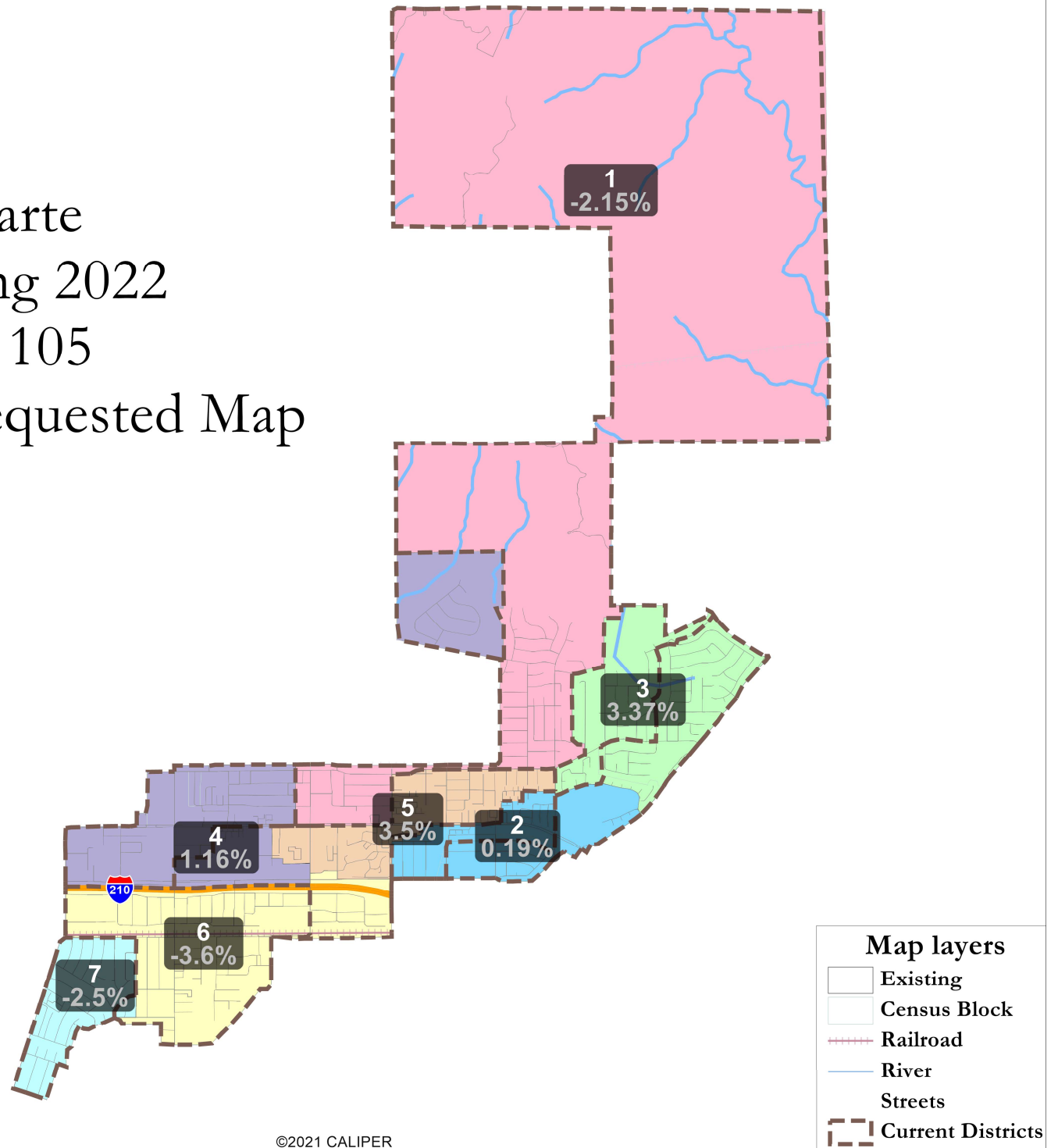
National Demographics Corporation
February 1, 2022

City of Duarte Redistricting 2022 Draft Plan 104



National Demographics Corporation
February 1, 2022

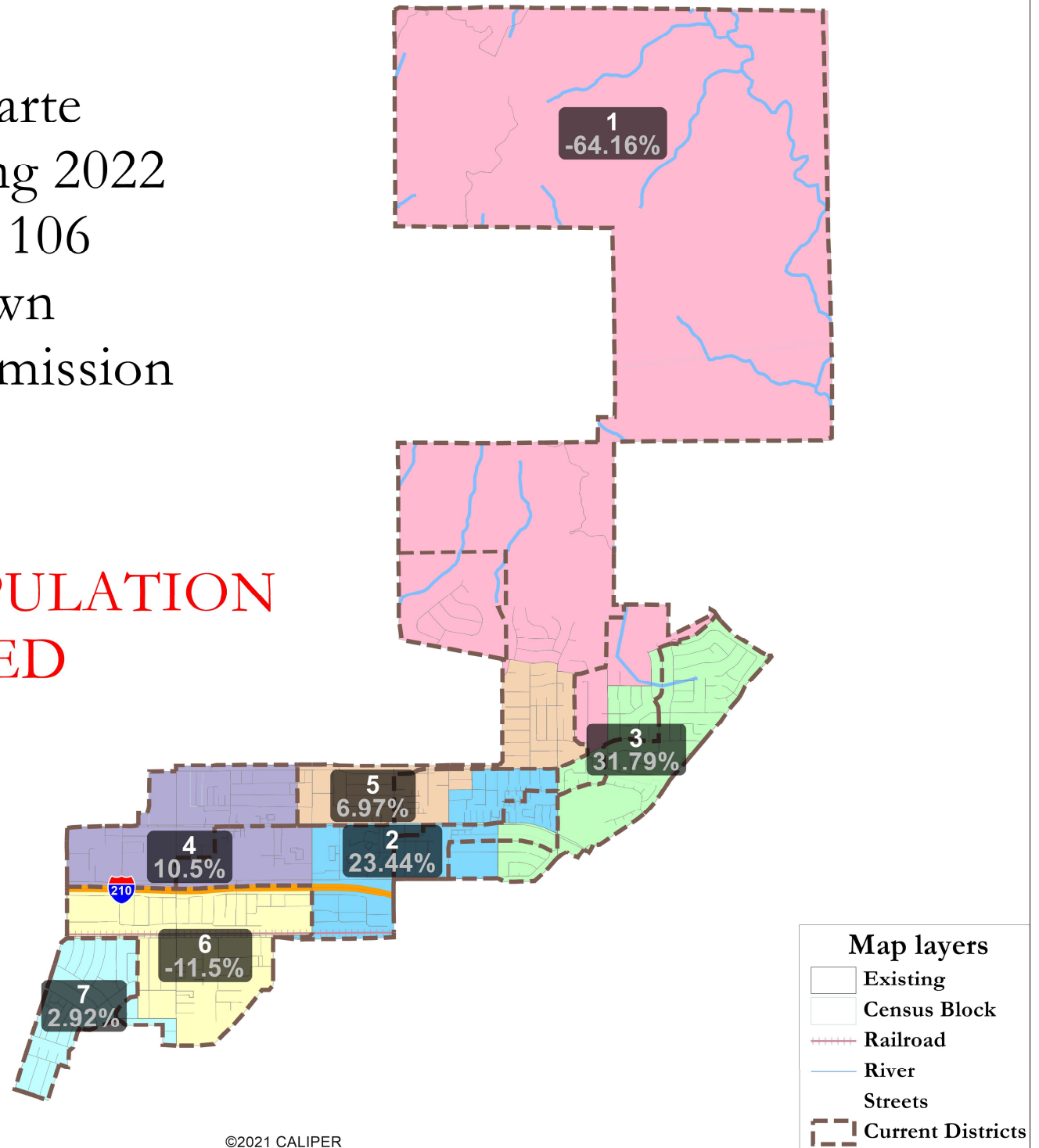
City of Duarte Redistricting 2022 Draft Map 105 Council Requested Map



National Demographics Corporation
February 1, 2022

City of Duarte
Redistricting 2022
Draft Map 106
Hand-Drawn
Public Submission

NOT POPULATION
BALANCED



National Demographics Corporation
February 1, 2022



COMMUNITY DEVELOPMENT STATUS REPORT January 2022

PROJECT/PROGRAM		STATUS
<u>IN PROCESS</u>		
Sidewalk Repair Project		Bid Awarded December 14, work continues through March.
Housing Element		Staff and the consultant continue to work on the project. The draft plan was submitted to HCD for its review. Final comments have been received. Planning Commission hearing was in October 18. Approved by City Council January 11.
Duarte Road Pedestrian Improvements		Sidewalk and pedestrian lights on south side of Duarte Road between Cinco Robles and Circle Road. Construction began July 1. Several light poles are on backorder. Near completion, should be powered up soon.
<u>DEVELOPMENT</u>		
New Hope Village		New 147 room hotel. The building is almost complete but the City of Hope facing supply chain issues with the delivery of furnishings. The opening has been delayed until March 2022.
Esperanza at Duarte Station 1700 Business Center Dr.		MBK is building a 344 unit luxury apartment building. Permits were issued and the first visible work will be the parking structure. Esperanza chosen by MBK as project name.
The Residences at Duarte Station 1750 Business Center Dr.		MBK, developer of Building A has been purchased this property. The 292 unit building will be a second phase scheduled for 2022. The development will be called Solana.
The Huntington (1413 Huntington Drive)		A 161 unit mixed use project. Building received final C of O in late January.
City of Hope General Projects		Working with the City of Hope on various projects in process, such as: north parking lot (approx. 1,000 spaces); Duarte Outpatient Clinic (DOC) is ready for permits. It is an 8 story, 350,000 square foot building; and several other upcoming projects.
Wyndham Hawthorn Suites Hotel (1230 Huntington Drive)		The project was approved. It is a two phase project with a total of 178 rooms with 72 in the first phase. Staff recently had a progress meeting with developer and architect. The estimated date for plan check submittal is now March based on recent information from owner.
New Commercial Building 2137 Huntington		This will be a commercial building, Bright Smile Dental and retail space. Recently completed.

PROJECT/PROGRAM	STATUS
Westminster Gardens	The owner HumanGood has met with Staff over the past few months discussing a major amendment to the existing specific plan. The concept is to develop the corner of Huntington Drive and Santo Domingo with a mixed use building and to expand the current Life Plan Community by at least 300 units.
Town Center North Liquor Store Corner	Staff has put the existing deal with Arbor Capital Group on hold for a variety of reasons, including the developer's inability to get agreement with other property owners on required parking lot upgrades and because the Rita Aid property is for sale and a more comprehensive approach is needed. Staff hired Kosmont Associates to assist in developing a plan to coordinate development of the city property with a complete parking lot and façade upgrade of the center. It appears there may be a new property owner and Staff is working the prospective buyer to encourage a comprehensive property upgrade.
New Townhouse Development 1401 Santo Domingo Avenue	Proposal is to remove eight existing apartments and replace with a new, 20 unit, townhouse development. Developer recently met with neighbors in adjacent HOA. Planning Commission approved, City Council hearing in March.
<u>PUBLIC WORKS</u>	
2021 Street Rehab Project	In design phase. Bid planned for early 2022.
City Hall Courtyard Design	Only one responsive bid and it was far above engineer's estimate. Plan to reject all bids and rebid project. Working with LACDA to get additional CDBG funding and looking for options to reduce overall cost.
Highland/Huntington Signal Upgrade	Bid opening in January 2022. This includes new signal and left turn arrows north and south bound.
Huntington Drive Pedestrian Lighting	New sidewalk and pedestrian lighting from The Huntington to Buena Vista. Bid opening January/February 2022.
Encanto Park Infiltration Project	In feasibility and early design phase. Initial plan is to located structure in park area under soccer field and permeable paving will be installed in parking lot area. However, cost for initial design is over estimate so a redesign may be needed.

CITY OF DUARTE
MINUTES OF THE SPECIAL MEETING OF THE OF THE
CITY COUNCIL OF THE CITY OF DUARTE
MONDAY, JANUARY 24, 2022 – 3:30 P.M.

1. CALL TO ORDER

The Special Meeting was called to order by Mayor Finlay at 3:40 p.m.

ROLL CALL:

Councilmembers Present: Kang, Schulz, Truong, Garcia, Paras-Caracci, Finlay
*Councilmember Schulz arrived at 3:45 p.m. and Councilmember
Kang arrived at 5:20 p.m.
Councilmembers Absent: Lewis
Staff Present: Daniel Jordan, City Manager
Annette Juarez, City Clerk

2. ORAL COMMUNICATIONS – ITEMS LISTED ON THIS AGENDA

None.

3. CLOSED SESSION

The City Council recessed to closed session at 3:42 p.m. to discuss the following:

PUBLIC EMPLOYEE APPOINTMENT pursuant to Government Code section 54957(b)(1).
Title: City Attorney

The City Council reconvened at 9:05 p.m.

City Manager Jordan announced that there was no reportable action taken.

6. ADJOURNMENT

At 9:06 p.m. the City Council adjourned the meeting.

Margaret Finlay, Mayor

Annette Juarez, City Clerk

CITY OF DUARTE

MINUTES OF THE REGULAR JOINT MEETING OF THE CITY COUNCIL, SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF DUARTE, THE DUARTE HOUSING AUTHORITY, AND THE DUARTE COMMUNITY FACILITIES FINANCING AUTHORITY

TUESDAY, JANUARY 25, 2022 – 7:00 P.M.

REGULAR MEETING

1. CALL TO ORDER

The Regular Session was called to order by Mayor Finlay at 7:07 p.m.

ROLL CALL:

Councilmembers Present: Kang, Lewis, Schulz, Truong, Garcia, Paras-Caracci, Finlay
Councilmembers Absent: None
Staff Present: Daniel Jordan, City Manager
Thai Viet Phan, Assistant City Attorney
Kristen Peterson, Assistant City Manager / Director of
Administrative Services
Craig Hensley, Community Development Director
Manuel Enriquez, Director of Parks and Recreation
Victoria Rocha, Assistant to the City Manager
Annette Juarez, City Clerk
Larry Breceda, Public Safety Manager
Joyce Ayala, Management Aide

2. PLEDGE TO THE FLAG

The flag salute was led by Dominic Milano, Jr. and Troy Milano.

3. ADOPTION OF THE AGENDA

City Manager Jordan announced that **Item 4D** – Recognition of Duarte’s Energy Efficiency Efforts from the San Gabriel Valley Council of Governments will be removed from the agenda and rescheduled for a later date.

Moved by Councilmember Schulz, seconded by Councilmember Truong and carried by the following vote of the Council to approve the adoption of the agenda as amended.

AYES: Kang, Lewis, Schulz, Truong, Garcia, Paras-Caracci, Finlay
NOES: None
ABSTAIN: None
ABSENT: None

4. SPECIAL ITEMS

A. Mayor’s Youth Council Update

Elizabeth Perez, President of the Mayor’s Youth Council, provided an update on ongoing activities.

B. Upper San Gabriel Valley Municipal Water District Update

Director Jennifer Santana, Board Vice President, and Tom Love, General Manager, gave a presentation on the water supply.

C. Recognition of Dominic Milano for 40 years of Service to the Duarte Community

Mayor Finlay and Director of Community Development Hensley presented a plaque to Dominic Milano in recognition of his 40 years of service.

D. Recognition of Duarte's Energy Efficiency Efforts from the San Gabriel Valley Council of Governments

This item was pulled from the agenda and will be presented at a future meeting.

E. MADIA-LA/OC Broadband Consortia Update

Brenda Trainor, MADIA Tech Launch, gave a presentation on a digital divide in Duarte.

Assistant to the City Manager Rocha responded to questions posed by the Council.

The Council directed Staff to conduct a workshop to further explore broadband issues and addressing the digital divide.

F. Monthly Financial Update

City Manager Jordan provided a financial update.

5. **ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS**

Joanna Gee, Duarte Library, announced upcoming library programs and events.

Assistant to the City Manager Rocha announced upcoming City events.

6. **ORAL COMMUNICATIONS – ITEMS NOT ON THE AGENDA**

Wallace Wolff requested that the Council consider forming a committee to discuss the feasibility of an off-leash dog park in the City.

Malia expressed her support of a dog park in the City.

7. **CONSENT CALENDAR**

City Manager Jordan requested that Item 7I be pulled from the Consent Calendar for discussion by the Council as there was a change in Staff's recommendation.

- A. Motion to read all Resolutions and ordinances presented for consideration by Title only and waive further reading. (CC/HA/SA/FA)
- B. Approval of absence(s) of City Council member(s) from the City Council meeting.
- C. Approval of minutes – January 11, 2022, Special Meeting and January 11, 2022, Regular Meeting. (CC/HA/SA/FA)
- D. Approval of warrants – January 25, 2022. (CC/HA/SA/FA)
- E. Receive and File the Public Safety Status Report for December 2021.
- F. Receive and File the Monthly Financial Report for December 2021.
- G. Approval of Letter of Support for the San Gabriel Valley Regional Wildfire Adaptation and Outreach Program.
- H. Approval of Letter of Support for the San Gabriel Valley Regional Wildfire Adaptation and Outreach Program.
- I. Removed from the Consent Calendar for discussion.

- J. Second Reading and Adoption of Proposed Ordinance No. 906, Amending Sections 2.20.040, 2.20.040, 2.24.040, 2.27.040, 2.28.040, 2.29.040 of the Duarte Municipal Code Changing the Beginning and Ending Dates of Commissioner Terms.

Moved by Councilmember Kang, seconded by Mayor Pro-Tem Paras-Caracci, and carried by the following vote to approve Items A-H and J of the Consent Calendar.

AYES: Kang, Lewis, Schulz, Truong, Garcia, Paras-Caracci, Finlay
NOES: None
ABSTAIN: None
ABSENT: None

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

Adoption of Resolution No. 22-05 Authorizing the Submittal of a Grant Application for the CalRecycle SB 1383 Local Assistance Grant Program by a Lead Agency which the San Gabriel Valley Council of Governments is Eligible

Assistant to the City Manager Rocha recommended that the Council amend the Resolution to state that the grant application be submitted by the City of Duarte rather than the San Gabriel Valley Council of Governments.

Moved by Mayor Pro-Tem Paras-Caracci, seconded by Councilmember Kang, and carried by the following vote to adopt Resolution No. 22-05 as amended to authorize the submittal of a grant application for the CalRecycle SB1383 Local Assistance Grant Program by the City of Duarte.

9. PUBLIC HEARINGS

None.

10. BUSINESS ITEMS

None.

11. CONTINUATION OF ORAL COMMUNICATIONS

None.

12. ITEMS FROM CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/FINANCING AUTHORITY MEMBERS AND CITY MANAGER/EXECUTIVE DIRECTOR

Public Safety Manager Breceda provided an update on the windstorm.

Councilmember Lewis wished his son Dominic a Happy Birthday.

Councilmember Kang commended City Manager Jordan and City Staff for their work after the windstorm and wished everyone a Happy Lunar New Year.

Councilmember Garcia expressed his appreciation of city staff for their work after the windstorm.

Councilmember Schulz echoed the sentiments of her colleagues.

Councilmember Truong wished everyone a Happy Lunar New Year.

Mayor Pro-Tem Paras-Caracci announced that a former Duarte employee was featured in a commercial; inquired about the scheduling of a workshop regarding ARPA funds; and inquired about when redistricting map submissions will be available on the website.

Mayor Finlay requested that Staff look into the formation of a committee to set the direction of the City and provide a report to the Council at a future meeting.

13. **ADJOURNMENT**

At 8:55 p.m. the City Council adjourned the meeting.

Margaret Finlay, Mayor

Annette Juarez, City Clerk



City of Duarte

Council Warrant Register By Account By Fund

Payment Dates 1/27/2022 - 2/9/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-1610-7652	AVIDEX INDUSTRIES LLC	SC Touch Panel Service Call	217030		405.00
100-1020-7716	HOME DEPOT CREDIT SERVICES	Tree Lighting Trees for Raffle	BD22-0413		224.80
100-1410-7656	WOOD OIL COMPANY OF CALIF...	Emergency Generator Fuel	217082		1,727.03
100-1610-7652	ALBERTOS PLUMBING	Otis Gordon Park Bldg RR Plumbing Repair	217029		2,360.00
100-1205-7980	HOME DEPOT CREDIT SERVICES	Office Supplies	BD22-0413		18.16
100-1205-7980	HOME DEPOT CREDIT SERVICES	Office Supplies	BD22-0413		29.75
100-1610-7618	HOME DEPOT CREDIT SERVICES	Fitness Ctr Heavy Duty Tarp	BD22-0413		71.61
100-2126	B & K HOMES	Construcion/Demo Deposit Refund (#2018-391)	1786		17,633.20
100-5004	B & K HOMES	Administrative Fee (Pmt #2018- 391)	1786		-125.00
100-1605-7733	ABRAHAM MARTINEZ	SC Sweetheart Dance Entertainment	217056		800.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	SC Patio Heaters	BD22-0413		141.08
100-1610-7618	HOME DEPOT CREDIT SERVICES	Event Generator	BD22-0413		759.62
100-1410-7630	SIMON EQUIPMENT RENTALS	Log Splitter Rental	217074		299.44
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 11/2021	217070		1,120.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 11/2021	217070		4,200.00
100-1405-7967	RKA CONSULTING GROUP	Public Works Inspections 11/2021	217070		80.00
100-1405-8100	RKA CONSULTING GROUP	Civic Center Plaza Project 11/2021	217070	202102-Cap Improv-CH CDBG ...	23,378.66
100-1410-7621	HOME DEPOT CREDIT SERVICES	City Yard Supplies & Parts	BD22-0413		184.07
100-1205-8030	HOME DEPOT CREDIT SERVICES	Office Tool Set & Clips	BD22-0413		265.81
100-2121	ARMSTRONG & WALKER LAND...	COH Outpatient Clinic Landscape Plan Check	1785	202123-COH-PassThru Dep-Dua...	3,010.00
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-City Yard 12/2021	1828		145.00
100-1605-7733	THEODORE SIEGEL	'Diner' Screening/Presentation	217073		150.00
100-1205-7762	CALE AMERICA INC	WTP Fees 12/2021	1789		289.95
100-5005	CALIFORNIA DEPT OF TAX & FEE...	2021 Sales & Use Tax	BD22-0407		4.00
100-1410-7656	CALIFORNIA DEPT OF TAX & FEE...	Underground Storage Tank Maintenance 2021	BD22-0406		8.00
100-1205-7760	KINGDOM CAUSES INC	Duarte Homeless Census	1806	202115-Outreach-Homeless Ser...	23,000.96
100-1010-7670	SOUTHERN CALIFORNIA NEWS ...	Legal Advertising 12/2021	1820		6,026.00
100-2125	REGIONAL TAP SERVICE CENTER	TAP Card Reload 12/2021	217068		20.00
100-1405-7800	CHARLES ABBOTT ASSOCIATES ...	Temporary Permit Technician Services 12/2021	1793		17,985.00
100-1020-7716	SESAC	Music License-Cityside Events 1/1/22 - 12/31/22	217071		513.00
100-1205-7781	HUNTINGTON & DUARTE INC	2021 Sheriff's Dept Carwashes	217060		245.00
100-1605-7650	HUNTINGTON & DUARTE INC	P&R Fuel 9/24/2021 (M451445 Trans #3768)	217060		20.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 100 Lease/Maint 1/1/2022 - 1/31/2022	BD22-0405		555.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 1/1/2022 - 1/31/2022	BD22-0405		223.12
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 1/1/2022 - 1/31/2022	BD22-0405		431.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 1/1/2022 - 1/31/2022	BD22-0405		433.48
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 1/1/2022 - 1/31/2022	BD22-0405		476.29

Council Warrant Register By Account

Payment Dates: 1/27/2022 - 2/9/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 1/1/2022 - 1/31/2022	BD22-0405		558.71
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 1/1/2022 - 1/31/2022	BD22-0405		566.88
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 1/1/2022 - 1/31/2022	BD22-0405		574.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 1/1/2022 - 1/31/2022	BD22-0405		591.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 1/1/2022 - 1/31/2022	BD22-0405		584.85
100-1410-7621	HOME DEPOT CREDIT SERVICES	City Yard Parts	BD22-0413		46.82
100-1610-7618	HOME DEPOT CREDIT SERVICES	Hand Truck	BD22-0413		88.18
100-1605-7002	PAMELA ROMERO	CPR Stipend	1815		76.92
100-1810-7660	CALIFORNIA STATE DEPARTME...	Fingerprint Apps 12/2021	1790		32.00
100-1610-7652	ACCO ENGINEERED SYSTEMS	CM Office HVAC System Service Call	217027		996.00
100-1605-7745	PRO BOXING EQUIPMENT	TC Boxing Equipment	217065		2,430.57
100-1405-7801	COUNTY OF LOS ANGELES DEP...	Industrial Waste Inspections 12/2021	217038		1,487.63
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff Contract 12/2021	1810	202119-Exp-Tobacco Grant SRO...	18,927.00
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff Contract 12/2021	1810		389,398.22
100-1825-7747	GLOBAL INDUSTRIAL SUPPLY INC	Drinking Fountain/Water Fill Station-Encanto Park	217050	202202/1825-7747-Exp-Bev Re...	653.75
100-1825-7747	GLOBAL INDUSTRIAL SUPPLY INC	Drinking Fountain/Water Fill Station-Encanto Park	217050	202104-Exp-Bev Recycle 2019-...	4,693.06
100-1405-7965	RKA CONSULTING GROUP	ATP 4 Engineering Srvcs 11/2021	217070	202118-ATP Cycle 4-Professiona..	560.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	FC Plumbing/Faucets	BD22-0413		52.27
100-1825-7980	PAPER RECYCLING & SHREDDIN...	Document Shredding 1/12/2022	217062		58.00
100-1610-7652	ALBERTOS PLUMBING	Cmty Ctr Women's RR Plumbing Repair	217029		550.00
100-1610-7652	ALBERTOS PLUMBING	Beardslee Park Women's RR Plumbing Repair	217029		414.15
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	Tobacco Enforcement 12/2021	1810	202105-Contract Law Enforcem...	7,062.79
100-1010-7980	SHAFFER AWARDS	Plaque-Dominic Milano	217072		20.20
100-1810-7660	CMC LIVESCAN & NOTARY SERV...	Livescan Services 12/2021	1795		23.00
100-1405-7650	CITY OF MONROVIA	Fuel-Community Development 11/2021	217058		58.25
100-1610-7650	CITY OF MONROVIA	Fuel- Facility Maintenance 11/2021	217058		743.68
100-1410-7650	CITY OF MONROVIA	Fuel-Field Services 11/2021	217058		1,079.40
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Rec Dept 11/2021	217058		300.79
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 11/2021	217058		880.27
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 11/2021	217058		5,187.21
100-1020-7980	ACOSTA GROWERS INC	Plants for Employee Awards	217028		165.38
100-1405-7965	LDM ASSOCIATES INC	FY 21/22 Federal Grant Administration 12/2021	1808		200.00
100-1410-7810	A1 MAINTENANCE SERVICES CA	Las Brias Sweeping 1/2022	217026		61.00
100-1410-7810	A1 MAINTENANCE SERVICES CA	Las Posadas Sweeping 1/2022	217026		61.00
100-1020-7980	ACOSTA GROWERS INC	Plants for Employee Awards	217028		99.23
100-1405-7967	ARDURRA GROUP INC	PW Inspection-1411/1413 Hunt Dr 12/1/21 - 12/31/21	1784		1,782.00
100-1405-7967	ARDURRA GROUP INC	PW Inspection-2137 Hunt Dr 12/1/21 - 12/31/21	1784		1,417.50
100-1405-7967	ARDURRA GROUP INC	PW Inspection-COH Pkg Lot G 12/1/21 - 12/31/21	1784		405.00
100-1405-7967	ARDURRA GROUP INC	PW Inspection-LA Dist Water Main Rplc 12/2021	1784		1,417.50
100-1405-7967	ARDURRA GROUP INC	PW Inspection-COH Village Rd N 12/1/21 - 12/31/21	1784		2,632.50
100-1405-7967	ARDURRA GROUP INC	PW Inspection-COH OnSite Utilities 12/2021	1784		3,105.00

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Payment Dates: 1/27/2022 - 2/9/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1405-7967	ARDURRA GROUP INC	PW Inspection-COH Infrastructure Realign 12/2021	1784		540.00
100-1405-7967	ARDURRA GROUP INC	PW Inspection-Esperanza Apts 12/1/21 - 12/31/21	1784		3,442.50
100-1205-7761	DATA TICKET INC	Admin Citation Processing 12/2021	1796		368.55
100-1205-7761	DATA TICKET INC	Parking Citation Processing 12/2021	1796		1,411.00
100-1205-7780	DUARTE-AZUSA ANIMAL HOSPI...	Emergency Animal Care	217046		100.00
100-1205-7780	DUARTE-AZUSA ANIMAL HOSPI...	Emergency Animal Care	217046		100.00
100-1205-7780	DUARTE-AZUSA ANIMAL HOSPI...	Emergency Animal Care	217046		94.17
100-1205-7780	DUARTE-AZUSA ANIMAL HOSPI...	Emergency Animal Care	217046		30.00
100-1205-7780	DUARTE-AZUSA ANIMAL HOSPI...	Emergency Animal Care	217046		50.00
100-1205-7780	DUARTE-AZUSA ANIMAL HOSPI...	Emergency Animal Care	217046		150.00
100-1610-7660	211 ELECTRONIC SERVICES INC	Yard Security 1/17/2022 - 1/23/2022	1814		2,835.00
100-1605-7735	SMART & FINAL	TC Snack Bar Supplies	1819		127.17
100-1410-7887	BROCKS SAW & MOWER	Chainsaw Repairs	217034		111.83
100-1605-7733	RODOLFO CARDENAS	Senior Ctr Sweetheart Dance DJ	217036		150.00
100-1405-7690	WALLACE WOLFF	Planning Commission Meeting	217081		50.00
100-1405-7690	SARA VASQUEZ	Planning Commission Meeting	217080		50.00
100-1405-7690	CHRISTINA HEANY	Planning Commission Meeting	1803		50.00
100-1405-7690	DANNY RAMIREZ	Planning Commission Meeting	217067		50.00
100-1605-7733	TIFFANY'S CATERING	Senior Ctr Sweetheart Dance Dinner	217076		1,792.50
100-1605-7614	STAPLES ADVANTAGE	Pens	1821		6.17
100-1205-7787	MVP, LLC	Public Safety Lease	1812		12,431.28
100-1825-7630	CANON FINANCIAL SERVICES INC	Copier Lease-CH (2)/PS/SC/TC 2/1/2022 - 2/28/2022	217035		1,704.07
100-1825-7631	CANON FINANCIAL SERVICES INC	Copier Maint-CH(2)/PS/SC/TC 12/1/21 - 12/31/21	217035		582.39
100-1605-7614	STAPLES ADVANTAGE	Lifeguard Clipboards	1821		50.27
100-1825-7626	FEDEX	Document Delivery	217047		31.70
100-1825-7630	QUADIENT LEASING USA INC	Postage Machine Lease 2/23/22 - 5/22/22	217066		707.12
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	217049		538.27
100-1020-7710	LUDECKE PROPERTY MANAGE...	Chamber Lease 2/2022	217055		1,600.00
100-1605-7737	COLORFUL SONGS	Senior Ctr Motown Excursion	217037		1,260.00
100-1605-7733	DUARTE PETTY CASH/BINGO PR...	SC Bingo Prize Money	217043		100.00
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	1819		140.46
100-1605-7733	SMART & FINAL	Senior Ctr Special Event Supplies	1819		332.42
100-1610-7618	MAINTEX INC	Janitorial Supplies	1811		1,018.81
100-1610-7660	211 ELECTRONIC SERVICES INC	Yard Security 1/24/2022 - 1/30/2022	1814		2,835.00
100-2126	TRICOR CONTRACTORS	Construction Demo Deposit Refund Pmt 2021-475	217077		1,980.00
100-5004	TRICOR CONTRACTORS	Administrative Fee Pmt #2021- 475	217077		-125.00
100-1020-7710	DUARTE CHAMBER OF COMME...	FY22 2nd Installment Agreement Srvcs	1797		35,050.00
100-1405-7612	U.S. BANK	Lg Data File Transfer (Hightail)	1826		15.99
100-1405-7614	U.S. BANK	Date Stamp (Stamp Out)	1826		95.35
100-1005-7980	U.S. BANK	DashPass 1/5/2022 - 2/5/2022 (DoorDash)	1827		9.99
100-1010-7612	U.S. BANK	CA Municipal Law Handbook (UCLA CEB)	1827		506.17
100-1010-7980	U.S. BANK	CC Dinner 1/11/2022 (Cabrera's)	1827		120.72
100-1010-7980	U.S. BANK	Council Supplies-Smart & Final (DoorDash)	1827		21.75

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1010-7980	U.S. BANK	CC Dinner 1/25/22-Shared Tea (DoorDash)	1827		32.40
100-1020-7712	U.S. BANK	Hootsuite 1/2/2022 - 2/1/2022	1827		75.00
100-1020-7712	U.S. BANK	Spotify Subscription	1827		9.99
100-1020-7726	U.S. BANK	Adobe Creative Cloud 1/13/22 - 2/12/22	1825		34.99
100-1020-7980	U.S. BANK	Service Awards Supplies 1/14/22 (Smart & Final)	1825		280.53
100-1020-7980	U.S. BANK	Service Awards Supplies 1/14/22 (Costco)	1825		402.91
100-1020-7980	U.S. BANK	Service Awards Supplies 1/14/22 (Smart & Final)	1825		548.98
100-1020-7980	U.S. BANK	Service Awards Supplies 1/14/22 (Costco)	1825		324.22
100-1020-7980	U.S. BANK	Service Awards Supplies 1/14/22 (Vons)	1825		25.52
100-1020-7980	U.S. BANK	Service Awards Supplies 1/14/22 (Tropicana Mkt)	1825		40.19
100-1020-7980	U.S. BANK	Service Awards Dessert 1/14/22 (Merengue)	1825		205.33
100-1020-7980	U.S. BANK	Service Awards Supplies 1/14/22 (Trader Joes)	1825		162.05
100-1020-7980	U.S. BANK	Service Awards Supplies 1/14/22 (Smart & Final)	1825		109.60
100-1405-7612	U.S. BANK	Adobe Creative Cloud 1/13/22 - 2/12/22	1825		100.93
100-1605-7733	U.S. BANK	Senior Ctr 1/12/22 - 2/11/22 (Netflix)	1825		8.99
100-1605-7735	U.S. BANK	Teen Ctr 1/12/22 - 2/11/22 (Netflix)	1825		9.00
100-1805-7980	U.S. BANK	USB-C Power Adapter for iPad (Apple.com)	1825		20.95
100-1805-7980	U.S. BANK	Microsoft 365 12/27/21 - 1/26/22	1825		12.00
100-1810-7671	U.S. BANK	Admin Secretary Interview Panel Lunch (DoorDash)	1825		31.34
100-1815-7632	U.S. BANK	Finance Webinar 1/7/22 - 2/6/22 (Zoom)	1825		80.00
100-1815-7632	U.S. BANK	HR/Michelle-Adobe AcroPro	1825		14.99
100-1815-7632	U.S. BANK	Adobe Creative Cloud 1/13/22 - 2/12/22	1825		349.90
100-1815-7830	U.S. BANK	SC Elevator 911 12/10/21 - 1/9/22 (Vonage)	1825		22.98
100-2123	U.S. BANK	Special Event Insurance 10/2021-12/2021 (Alliant)	1825		340.00
100-1605-7736	NORBERT'S ATHLETIC PRODUCT...	4' x 6' x 2" Premier Crosslink Panet Mat	217059		1,768.39
100-1015-7682	BURKE, WILLIAMS & SORESENSEN...	Labor Legal 12/2021	1788		2,155.00
100-1605-7614	STAPLES ADVANTAGE	Tape	1821		14.11
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	1794		29.08
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	1794		29.50
100-1605-7733	CURO MANAGED PRINT PRODU...	Senior Ctr Newsletter 1/2022	217040		34.18
100-1410-7650	WEX BANK	Fuel-Field Srvc CNG 12/1/21 - 12/31/21	BD22-0408		46.82
100-1820-7771	CALIFORNIA STREET LIGHTING	Hamilton/Mountain Ave Pole Replacement	1791	DMGE068-Hamilton Rd/Mtn Av...	13,300.00
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 12/2021	1817		7,158.04
100-1015-7686	RUTAN & TUCKER LLP	Land Holdings Litigation 12/2021	1817		5,522.63
100-1015-7686	RUTAN & TUCKER LLP	Legal-Highland Ave Eminent Domain 12/2021	1817		867.00
100-4408	DUARTE UNIFIED SCHOOL DISTR..	SBA/Nextel Lease 2/2022	217045	250004 - Property Rent - Nextel...	1,850.51
100-1410-7887	BROCKS SAW & MOWER	Chainsaw Repairs	217034		90.44

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel (SWA) License 3/1/2022 - 2/28/2023	1823		1,795.30
100-1005-7640	CESAR A GARCIA	Council Vehicle Allowance	1802		75.00
100-1005-7642	MARGARET FINLAY	Council Vehicle Allowance	1800		75.00
100-1005-7643	VINH TRUONG	Council Vehicle Allowance	1824		75.00
100-1005-7644	JODY ERRANDI SCHULZ	Council Vehicle Allowance	1818		75.00
100-1005-7646	TZEITEL PARAS-CARACCI	Council Vehicle Allowance	1813		75.00
100-1005-7648	SAMUEL KANG	Council Vehicle Allowance	1805		75.00
100-1005-7650	TONEY LEWIS	Council Vehicle Allowance	1809		75.00
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	1792		566.00
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	1798		435.00
100-1825-7674	MICHAEL TARR	Health Insurance Reimbursement	1822		566.00
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	1804		435.00
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	217033		435.00
100-1825-7674	JOHN FASANA	Health Insurance Reimbursement	1799		435.00
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	1787		218.00
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	217052		435.00
100-1205-7980	SMART & FINAL	Yard Breakroom Supplies	1819		95.42
100-1410-7650	SMART & FINAL	Yard Breakroom Supplies	1819		95.42
100-1605-7980	SMART & FINAL	Yard Breakroom Supplies	1819		95.44
100-5004	HOME DEPOT CREDIT SERVICES	Early Pay Discount	BD22-0413		-4.81
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing-City Hall Plaza Fountain	1816		125.00
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing/Repair-Training Pool	1816		382.08
100-2126	JOSE LOERA	Construction Demo Deposit Refund Pmt 2020-165	217054		500.00
100-2126	JOSE LOERA	Construction Demo Deposit Refund Pmt 2020-526	217054		500.00
100-1410-7656	CUMMINS SALES AND SERVICE	Emergency Generator Service Repair Report	217039		553.00
100-1010-7651	DFM ASSOCIATES	2022 California Elections Code	217041		64.35
100-1500	LAMBERTO FLORES	Advance-PAPA Multi-Day Seminar	217048		195.00
100-1500	GERARD BATISTA	Advance-PAPA Multi-Day Seminar	217031		934.20
100-1010-7651	MCA DIRECT	Election Supplies	217057		444.68
100-1015-7686	RUTAN & TUCKER LLP	NPDES Litigation 12/2021	1817		336.00
100-2120	VIVIENE INDICK	ROP Bldg Rent Deposit Refund	217051		150.00
100-2120	MELISSA PEREIDA	CC Rent Deposit Refund	217063		500.00
100-2120	JORGE UMANA	ROP Bldg Rent Refund (Cancellation)	217079		150.00
100-2123	JORGE UMANA	ROP Bldg Rent Refund (Cancellation)	217079		85.00
100-4404	JORGE UMANA	ROP Bldg Rent Refund (Cancellation)	217079		205.00
100-1205-7980	DUARTE PUBLIC SAFETY PETTY ...	Water for Office	217044		21.00
100-1205-7980	DUARTE PUBLIC SAFETY PETTY ...	A/C Interviews	217044		47.41
100-1205-7980	DUARTE PUBLIC SAFETY PETTY ...	Office Supplies	217044		59.97
100-4806	MARGA RIPPEL	SC Trip Cancellation Refund	217069		40.00
100-2120	ADAM KNIGHT	ROP Bldg Rent Deposit Refund	217053		150.00
100-2120	STACEY TYNES	CC Rent Deposit Refund	217078		500.00
100-1805-7610	KRISTEN PETERSEN	JPIA Academy Expense Reimbursement	217064		254.54

Council Warrant Register By Account

Payment Dates: 1/27/2022 - 2/9/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1410-7610	DUARTE PETTY CASH	Gerard Batista MSA Membership Mtg 1/11/22	217042		25.00
100-1605-7733	DUARTE PETTY CASH	CPRS Holiday Basket	217042		53.00
100-1610-7618	DUARTE PETTY CASH	Power Strip Inverter	217042		55.11
100-1805-7610	DUARTE PETTY CASH	Angela Chiaromonte SGV Chapter Luncheon 12/2/21	217042		7.95
Fund 100 - GENERAL FUND Total:					678,241.87
Fund: 220 - GAS TAX FUN					
220-2225-8070	KOA CORPORATION	Greenbank Speed Limit Study 9/7/21 - 9/26/21	1807		355.06
220-2205-8070	BC TRAFFIC SPECIALIST	Mt Olive Restriping (Improvement)	217032		1,507.77
220-2225-7811	PACIFIC PRODUCTS & SERVICES	Street Sign Posts & Anchors	217061		8,300.65
220-2225-8070	KOA CORPORATION	Greenbank Speed Limit Study 9/27/21 - 11/28/21	1807		4,153.00
Fund 220 - GAS TAX FUN Total:					14,316.48
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2405-7888	HOME DEPOT CREDIT SERVICES	Citywide Street Light Supplies	BD22-0413		77.85
240-2405-7890	COUNTY OF LOS ANGELES DEP...	KITS Monitoring (Traffic Signals) 12/2021	217038		393.85
240-2405-7890	COUNTY OF LOS ANGELES DEP...	Traffic Signal Repairs 12/2021	217038		2,534.29
240-2426-7810	A1 MAINTENANCE SERVICES CA	Grocery Outlet Ctr Sweeping 1/2022	217026		784.00
240-2420-7887	SITEONE LANDSCAPE SUPPLY H...	Repair/Replacements-Kendrick Track LLD	217075		222.30
240-2410-7888	SITEONE LANDSCAPE SUPPLY H...	Citywide Irrigation Repairs	217075		853.13
240-2410-7891	SITEONE LANDSCAPE SUPPLY H...	Irrigation Repairs-Duarte Rd Median	217075		100.96
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Aloysia Moore Park	1816		125.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing/Repair-Duarte Park	1816		187.50
240-2423-7887	RUDY'S PLUMBING INC	Backflow Testing-Amberwood LLD	1816		125.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing/Repair-Beardslee Park	1816		187.50
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing/Repair-Royal Oaks Park	1816		470.25
240-2420-7887	RUDY'S PLUMBING INC	Backflow Testing-Kendrick Tract LLD	1816		125.00
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					6,186.63
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
260-2605-8061	LDM ASSOCIATES INC	FY21 CDBG City Hall ADA Improvements 12/2021	1808	202102-CDBG ADA Improv	1,350.00
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					1,350.00
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
290-2905-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff Contract 12/2021	1810		11,650.00
290-2905-7785	LOS ANGELES COUNTY SHERIFF'...	Santa's Sleigh Events 12/2021	1810		1,907.52
290-2905-7785	LOS ANGELES COUNTY SHERIFF'...	Holiday Suppression 12/2021	1810		3,630.01
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					17,187.53
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 CA Tire Fee	BD22-0405		8.75
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Lease/Maint 1/1/2022 - 1/31/2022	BD22-0405		768.86
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease/Maint 1/1/2022 - 1/31/2022)	BD22-0405		467.13
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease/Maint 1/1/2022 - 1/31/2022	BD22-0405		527.38
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					1,772.12

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Payment Dates: 1/27/2022 - 2/9/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7650	CITY OF MONROVIA	Fuel-Transportation Dept 10/2021	217058		201.98
440-4405-8013	FOOTHILL TRANSIT	34th Installment of 3rd Bus 1/2022	1801		3,887.05
440-4405-7980	SMART & FINAL	Yard Breakroom Supplies	1819		95.42
440-4405-7960	FOOTHILL TRANSIT	Duarte Local Service 12/2021	1801		26,476.47
Fund 440 - PROPOSITION A TRANSIT FUND Total:					30,660.92
Fund: 460 - PROPOSITION C TRANSIT FUND					
460-4605-8013	FOOTHILL TRANSIT	34th Installment of 3rd Bus 1/2022	1801		3,180.31
460-4605-7650	CITY OF MONROVIA	Fuel-Transportation Dept 11/2021	217058		207.89
460-4605-7960	FOOTHILL TRANSIT	Duarte Local Service 12/2021	1801		21,662.57
Fund 460 - PROPOSITION C TRANSIT FUND Total:					25,050.77
Grand Total:					774,766.32

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	678,241.87
220 - GAS TAX FUN	14,316.48
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	6,186.63
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	1,350.00
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	17,187.53
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	1,772.12
440 - PROPOSITION A TRANSIT FUND	30,660.92
460 - PROPOSITION C TRANSIT FUND	25,050.77
Grand Total:	774,766.32

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	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
100-1005-7646	Travel & Exp - Paras	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
100-1010-7612	Publications and Dues	506.17
100-1010-7651	Election Services	509.03
100-1010-7670	Legal Notices	6,026.00
100-1010-7980	Other Expenses	195.07
100-1015-7680	City Attorney Legal	7,158.04
100-1015-7682	Labor Counsel Legal	2,155.00
100-1015-7686	Other Legal Services	6,725.63
100-1020-7710	Chamber Of Commerce	36,650.00
100-1020-7712	Community Information (...)	84.99
100-1020-7716	Special Community Events	737.80
100-1020-7726	Council Cablecasting	34.99
100-1020-7980	Other Expenses	2,363.94
100-1205-7650	Vehicle Maintenance	880.27
100-1205-7760	Homeless Outreach Progr...	23,000.96
100-1205-7761	Parking Ticket Collect	1,779.55
100-1205-7762	Parking Pass Kiosk Costs	289.95
100-1205-7780	Animal Control	524.17
100-1205-7781	Contract Law Enforcement	420,820.22
100-1205-7787	Public Safety Cntr Lease	12,431.28
100-1205-7980	Other Expenses	271.71
100-1205-8030	Other Equipment	265.81
100-1405-7612	Publications and Dues	116.92
100-1405-7614	Office Supplies	95.35
100-1405-7650	Vehicle Maintenance	58.25
100-1405-7690	Planning Commission	200.00
100-1405-7800	Building Department Serv...	17,985.00
100-1405-7801	Industrial Waste Inspecti...	1,487.63
100-1405-7965	Professional Services	760.00
100-1405-7967	Public Works Inspections	14,822.00
100-1405-7969	City Engineer	5,320.00
100-1405-8100	Other Capital Improvemnts	23,378.66
100-1410-7610	Travel, Mtgs & Conf	25.00
100-1410-7621	Other Supplies	230.89
100-1410-7630	Equipment Rentals	299.44
100-1410-7650	Vehicle Maintenance	1,221.64
100-1410-7656	Emergency Generator	2,288.03
100-1410-7810	Street Sweeping	122.00

Account Summary

Account Number	Account Name	Payment Amount
100-1410-7887	Repairs & Replacements	202.27
100-1500	Advances	1,129.20
100-1605-7002	Regular Salaries	76.92
100-1605-7614	Office Supplies	70.55
100-1605-7650	Vehicle Maintenance	320.79
100-1605-7733	Senior Center	3,421.09
100-1605-7735	Teen Center	136.17
100-1605-7736	Youth & Adult Recreation...	1,768.39
100-1605-7737	Adult Excursions	1,260.00
100-1605-7745	Boxing Program	2,430.57
100-1605-7980	Other Expenses	95.44
100-1610-7617	Pool Chemicals	538.27
100-1610-7618	Building Supplies	2,327.14
100-1610-7636	Uniforms	29.08
100-1610-7650	Vehicle Maintenance	743.68
100-1610-7652	Building Maint Services	5,406.73
100-1610-7660	Other Services	5,670.00
100-1805-7610	Travel, Mtgs & Conf	262.49
100-1805-7980	Other Expenses	32.95
100-1810-7660	Other Services	55.00
100-1810-7671	Recruiting Advertisements	31.34
100-1815-7632	Software Maintenance	444.89
100-1815-7830	Telephones	1,818.28
100-1820-7771	Repair Of City Property	13,300.00
100-1825-7626	Postage	31.70
100-1825-7630	Equipment Lease	2,411.19
100-1825-7631	Equipment Maintenance	582.39
100-1825-7674	Retiree Health Insurance	3,525.00
100-1825-7747	Beverage Cont Recycling	5,346.81
100-1825-7980	Other Expenses	58.00
100-1830-8100	Vehicle Replacement (Cap...	4,996.26
100-2120	Refundable Deposits	1,450.00
100-2121	Pass Through Deposits	3,010.00
100-2123	Special Event Insurance (P...	425.00
100-2125	Metro Pass Through (TAP)	20.00
100-2126	Construction and Demolit...	20,613.20
100-4404	Other Building Rentals	205.00
100-4408	Property Rental	1,850.51
100-4806	Excursion Fees	40.00
100-5004	Other Revenue	-254.81
100-5005	Taxable Sales	4.00
220-2205-8070	Street Improvements (Cap...	1,507.77
220-2225-7811	Street Maintenance	8,300.65
220-2225-8070	Street Improvements (Cap...	4,508.06
240-2405-7888	Repairs-Citywide	77.85
240-2405-7890	Repairs-Traffic Signal	2,928.14
240-2410-7662	Other Serv-Citywide	970.25
240-2410-7888	Repairs-Citywide	853.13
240-2410-7891	Repairs-Medians	100.96
240-2420-7887	Repairs & Replacements	347.30
240-2423-7887	Repairs & Replacements	125.00
240-2426-7810	Street Sweeping	784.00
260-2605-8061	ADA Curb Ramps (Capital)	1,350.00
290-2905-7781	Contract Law Enforcement	11,650.00
290-2905-7785	Special Events Patrol	5,537.53
320-3205-8013	Vehicles (Capital)	1,772.12
440-4405-7650	Vehicle Maintenance	201.98
440-4405-7960	Foothill Transit Operations	26,476.47

Account Summary

Account Number	Account Name	Payment Amount
440-4405-7980	Other Expenses	95.42
440-4405-8013	Vehicles (Capital)	3,887.05
460-4605-7650	Vehicle Maintenance	207.89
460-4605-7960	Foothill Tranist Operations	21,662.57
460-4605-8013	Vehicles (Capital)	3,180.31
Grand Total:		774,766.32

Project Account Summary

Project Account Key	Payment Amount
None	676,979.59
202102-Cap Improv-CH CDBG ADA Improvement	23,378.66
202102-CDBG ADA Improv	1,350.00
202104-Exp-Bev Recycle 2019-20 PROG FY22	4,693.06
202105-Contract Law Enforcement	7,062.79
202115-Outreach-Homeless Services Grant-(SGVCOG)	23,000.96
202118-ATP Cycle 4-Professional Svcs	560.00
202119-Exp-Tobacco Grant SRO/Deputy-DOJ	18,927.00
202123-COH-PassThru Dep-Duarte Outpatient Clinic	3,010.00
202202/1825-7747-Exp-Bev Recycle FY20-21 PROG FY23	653.75
250004 - Property Rent - Nextel Rent (Otis Gordon)	1,850.51
DMGE068-Hamilton Rd/Mtn Ave-Light Pole down	13,300.00
Grand Total:	774,766.32



City of Duarte

Council Warrant Register By Vendor By Fund

Payment Dates 1/27/2022 - 2/9/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 6295 - 211 ELECTRONIC SERVICES INC					
100-1610-7660	211 ELECTRONIC SERVICES INC	Yard Security 1/17/2022 - 1/23/2022	P 7664		2,835.00
100-1610-7660	211 ELECTRONIC SERVICES INC	Yard Security 1/24/2022 - 1/30/2022	P 7665		2,835.00
Vendor 6295 - 211 ELECTRONIC SERVICES INC Total:					5,670.00
Vendor: 1570 - A1 MAINTENANCE SERVICES CA					
100-1410-7810	A1 MAINTENANCE SERVICES CA	Las Brias Sweeping 1/2022	199353		61.00
100-1410-7810	A1 MAINTENANCE SERVICES CA	Las Posadas Sweeping 1/2022	199354		61.00
Vendor 1570 - A1 MAINTENANCE SERVICES CA Total:					122.00
Vendor: 5706 - ABRAHAM MARTINEZ					
100-1605-7733	ABRAHAM MARTINEZ	SC Sweetheart Dance Entertainment	2/11/2022		800.00
Vendor 5706 - ABRAHAM MARTINEZ Total:					800.00
Vendor: 5086 - ACCO ENGINEERED SYSTEMS					
100-1610-7652	ACCO ENGINEERED SYSTEMS	CM Office HVAC System Service Call	20201289		996.00
Vendor 5086 - ACCO ENGINEERED SYSTEMS Total:					996.00
Vendor: 5210 - ACOSTA GROWERS INC					
100-1020-7980	ACOSTA GROWERS INC	Plants for Employee Awards	49518		165.38
100-1020-7980	ACOSTA GROWERS INC	Plants for Employee Awards	49519		99.23
Vendor 5210 - ACOSTA GROWERS INC Total:					264.61
Vendor: T4451 - ADAM KNIGHT					
100-2120	ADAM KNIGHT	ROP Bldg Rent Deposit Refund	R91916		150.00
Vendor T4451 - ADAM KNIGHT Total:					150.00
Vendor: 5561 - ALBERTOS PLUMBING					
100-1610-7652	ALBERTOS PLUMBING	Otis Gordon Park Bldg RR Plumbing Repair	681579		2,360.00
100-1610-7652	ALBERTOS PLUMBING	Cmty Ctr Women's RR Plumbing Repair	681583		550.00
100-1610-7652	ALBERTOS PLUMBING	Beardslee Park Women's RR Plumbing Repair	681587		414.15
Vendor 5561 - ALBERTOS PLUMBING Total:					3,324.15
Vendor: 6212 - ARDURRA GROUP INC					
100-1405-7967	ARDURRA GROUP INC	PW Inspection-COH Pkg Lot G 12/1/21 - 12/31/21	119243		405.00
100-1405-7967	ARDURRA GROUP INC	PW Inspection-COH Infrastructure Realign 12/2021	119243		540.00
100-1405-7967	ARDURRA GROUP INC	PW Inspection-2137 Hunt Dr 12/1/21 - 12/31/21	119243		1,417.50
100-1405-7967	ARDURRA GROUP INC	PW Inspection-Esperanza Apts 12/1/21 - 12/31/21	119243		3,442.50
100-1405-7967	ARDURRA GROUP INC	PW Inspection-COH OnSite Utilities 12/2021	119243		3,105.00
100-1405-7967	ARDURRA GROUP INC	PW Inspection-COH Village Rd N 12/1/21 - 12/31/21	119243		2,632.50
100-1405-7967	ARDURRA GROUP INC	PW Inspection-1411/1413 Hunt Dr 12/1/21 - 12/31/21	119243		1,782.00
100-1405-7967	ARDURRA GROUP INC	PW Inspection-LA Dist Water Main Rplc 12/2021	119243		1,417.50
Vendor 6212 - ARDURRA GROUP INC Total:					14,742.00

Council Warrant Register By Vendor

Payment Dates: 1/27/2022 - 2/9/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 3579 - ARMSTRONG & WALKER LANDSCAPE ARCHITECT					
100-2121	ARMSTRONG & WALKER LAND...	COH Outpatient Clinic Landscape Plan Check	R91910	202123-COH-PassThru Dep-Dua...	3,010.00
Vendor 3579 - ARMSTRONG & WALKER LANDSCAPE ARCHITECT Total:					3,010.00
Vendor: 6235 - AVIDEX INDUSTRIES LLC					
100-1610-7652	AVIDEX INDUSTRIES LLC	SC Touch Panel Service Call	074475		405.00
Vendor 6235 - AVIDEX INDUSTRIES LLC Total:					405.00
Vendor: T4442 - B & K HOMES					
100-2126	B & K HOMES	Construciton/Demo Deposit Refund (#2018-391)	R1633		17,633.20
100-5004	B & K HOMES	Administrative Fee (Pmt #2018-391)	R1633		-125.00
Vendor T4442 - B & K HOMES Total:					17,508.20
Vendor: 4679 - BROCKS SAW & MOWER					
100-1410-7887	BROCKS SAW & MOWER	Chainsaw Repairs	1484		111.83
100-1410-7887	BROCKS SAW & MOWER	Chainsaw Repairs	1486		90.44
Vendor 4679 - BROCKS SAW & MOWER Total:					202.27
Vendor: 4838 - BURKE, WILLIAMS & SORENSEN LLP					
100-1015-7682	BURKE, WILLIAMS & SORENSEN...	Labor Legal 12/2021	279781		2,155.00
Vendor 4838 - BURKE, WILLIAMS & SORENSEN LLP Total:					2,155.00
Vendor: 5559 - CALE AMERICA INC					
100-1205-7762	CALE AMERICA INC	WTP Fees 12/2021	167213		289.95
Vendor 5559 - CALE AMERICA INC Total:					289.95
Vendor: 5836 - CALIFORNIA DEPT OF TAX & FEE ADMINISTRATION					
100-5005	CALIFORNIA DEPT OF TAX & FEE...	2021 Sales & Use Tax	0-023-464-423		4.00
100-1410-7656	CALIFORNIA DEPT OF TAX & FEE...	Underground Storage Tank Maintenance 2021	0-023-498-493		8.00
Vendor 5836 - CALIFORNIA DEPT OF TAX & FEE ADMINISTRATION Total:					12.00
Vendor: 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE					
100-1810-7660	CALIFORNIA STATE DEPARTME...	Fingerprint Apps 12/2021	553788		32.00
Vendor 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE Total:					32.00
Vendor: 5869 - CALIFORNIA STREET LIGHTING					
100-1820-7771	CALIFORNIA STREET LIGHTING	Hamilton/Mountain Ave Pole Replacement	800	DMGE068-Hamilton Rd/Mtn Av...	13,300.00
Vendor 5869 - CALIFORNIA STREET LIGHTING Total:					13,300.00
Vendor: 5719 - CANON FINANCIAL SERVICES INC					
100-1825-7630	CANON FINANCIAL SERVICES INC	Copier Lease-CH (2)/PS/SC/TC 2/1/2022 - 2/28/2022	28004736		1,704.07
100-1825-7631	CANON FINANCIAL SERVICES INC	Copier Maint-CH(2)/PS/SC/TC 12/1/21 - 12/31/21	28004736		582.39
Vendor 5719 - CANON FINANCIAL SERVICES INC Total:					2,286.46
Vendor: 0028 - CATHERINE BRATTA					
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	2/2022		435.00
Vendor 0028 - CATHERINE BRATTA Total:					435.00
Vendor: 6340 - CESAR A GARCIA					
100-1005-7640	CESAR A GARCIA	Council Vehicle Allowance	2/2022		75.00
Vendor 6340 - CESAR A GARCIA Total:					75.00
Vendor: 5120 - CHARLES ABBOTT ASSOCIATES INC					
100-1405-7800	CHARLES ABBOTT ASSOCIATES ...	Temporary Permit Technician Services 12/2021	63605		17,985.00
Vendor 5120 - CHARLES ABBOTT ASSOCIATES INC Total:					17,985.00
Vendor: 5938 - CHRISTINA HEANY					
100-1405-7690	CHRISTINA HEANY	Planning Commission Meeting	1/18/2022		50.00
Vendor 5938 - CHRISTINA HEANY Total:					50.00
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4108657035		29.08

Council Warrant Register By Vendor

Payment Dates: 1/27/2022 - 2/9/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4108657035		29.50
Vendor 5140 - CINTAS CORPORATION #693 Total:					58.58
Vendor: 0903 - CITY OF MONROVIA					
100-1405-7650	CITY OF MONROVIA	Fuel-Community Development 11/2021	2201227		58.25
100-1610-7650	CITY OF MONROVIA	Fuel- Facility Maintenance 11/2021	2201228		743.68
100-1410-7650	CITY OF MONROVIA	Fuel-Field Services 11/2021	2201229		1,079.40
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Rec Dept 11/2021	2201230		300.79
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 11/2021	2201231		880.27
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 11/2021	2201232		5,187.21
Vendor 0903 - CITY OF MONROVIA Total:					8,249.60
Vendor: 5504 - CMC LIVESCAN & NOTARY SERVICES					
100-1810-7660	CMC LIVESCAN & NOTARY SERV...	Livescan Services 12/2021	CMC17994		23.00
Vendor 5504 - CMC LIVESCAN & NOTARY SERVICES Total:					23.00
Vendor: 6346 - COLORFUL SONGS					
100-1605-7737	COLORFUL SONGS	Senior Ctr Motown Excursion	2/10/2022		1,260.00
Vendor 6346 - COLORFUL SONGS Total:					1,260.00
Vendor: 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
100-1405-7801	COUNTY OF LOS ANGELES DEP...	Industrial Waste Inspections 12/2021	22011003811		1,487.63
Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:					1,487.63
Vendor: 1411 - CUMMINS SALES AND SERVICE					
100-1410-7656	CUMMINS SALES AND SERVICE	Emergency Generator Service Repair Report	X9-17898		553.00
Vendor 1411 - CUMMINS SALES AND SERVICE Total:					553.00
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1605-7733	CURO MANAGED PRINT PRODU...	Senior Ctr Newsletter 1/2022	5282		34.18
Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:					34.18
Vendor: 6228 - DANNY RAMIREZ					
100-1405-7690	DANNY RAMIREZ	Planning Commission Meeting	1/18/2022		50.00
Vendor 6228 - DANNY RAMIREZ Total:					50.00
Vendor: 5501 - DATA TICKET INC					
100-1205-7761	DATA TICKET INC	Admin Citation Processing 12/2021	133217		368.55
100-1205-7761	DATA TICKET INC	Parking Citation Processing 12/2021	133862		1,411.00
Vendor 5501 - DATA TICKET INC Total:					1,779.55
Vendor: 1077 - DFM ASSOCIATES					
100-1010-7651	DFM ASSOCIATES	2022 California Elections Code	01272022		64.35
Vendor 1077 - DFM ASSOCIATES Total:					64.35
Vendor: 0074 - DUARTE CHAMBER OF COMMERCE					
100-1020-7710	DUARTE CHAMBER OF COMME...	FY22 2nd Installment Agreement Srvcs	01252022		35,050.00
Vendor 0074 - DUARTE CHAMBER OF COMMERCE Total:					35,050.00
Vendor: 0476 - DUARTE PETTY CASH/BINGO PRIZE					
100-1605-7733	DUARTE PETTY CASH/BINGO PR...	SC Bingo Prize Money	2/2022		100.00
Vendor 0476 - DUARTE PETTY CASH/BINGO PRIZE Total:					100.00
Vendor: 0046 - DUARTE PETTY CASH					
100-1410-7610	DUARTE PETTY CASH	Gerard Batista MSA Membership Mtg 1/11/22	2012022		25.00
100-1605-7733	DUARTE PETTY CASH	CPRS Holiday Basket	2012022		53.00
100-1610-7618	DUARTE PETTY CASH	Power Strip Inverter	2012022		55.11
100-1805-7610	DUARTE PETTY CASH	Angela Chiaromonte SGV Chapter Luncheon 12/2/21	2012022		7.95
Vendor 0046 - DUARTE PETTY CASH Total:					141.06

Council Warrant Register By Vendor

Payment Dates: 1/27/2022 - 2/9/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 3165 - DUARTE PUBLIC SAFETY PETTY CASH					
100-1205-7980	DUARTE PUBLIC SAFETY PETTY ...	Office Supplies	1312022		59.97
100-1205-7980	DUARTE PUBLIC SAFETY PETTY ...	Water for Office	1312022		21.00
100-1205-7980	DUARTE PUBLIC SAFETY PETTY ...	A/C Interviews	1312022		47.41
Vendor 3165 - DUARTE PUBLIC SAFETY PETTY CASH Total:					128.38
Vendor: 0077 - DUARTE UNIFIED SCHOOL DISTRICT					
100-4408	DUARTE UNIFIED SCHOOL DISTR..	SBA/Nextel Lease 2/2022	R92752	250004 - Property Rent - Nextel...	1,850.51
Vendor 0077 - DUARTE UNIFIED SCHOOL DISTRICT Total:					1,850.51
Vendor: 2227 - DUARTE-AZUSA ANIMAL HOSPITAL					
100-1205-7780	DUARTE-AZUSA ANIMAL HOSPI...	Emergency Animal Care	96190		100.00
100-1205-7780	DUARTE-AZUSA ANIMAL HOSPI...	Emergency Animal Care	96191		100.00
100-1205-7780	DUARTE-AZUSA ANIMAL HOSPI...	Emergency Animal Care	96192		94.17
100-1205-7780	DUARTE-AZUSA ANIMAL HOSPI...	Emergency Animal Care	96193		30.00
100-1205-7780	DUARTE-AZUSA ANIMAL HOSPI...	Emergency Animal Care	96194		50.00
100-1205-7780	DUARTE-AZUSA ANIMAL HOSPI...	Emergency Animal Care	96195		150.00
Vendor 2227 - DUARTE-AZUSA ANIMAL HOSPITAL Total:					524.17
Vendor: 1533 - EFREN CASTRO					
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	2/2022		566.00
Vendor 1533 - EFREN CASTRO Total:					566.00
Vendor: 6189 - ENTERPRISE FM TRUST					
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 1/1/2022 - 1/31/2022	FBN4376612		566.88
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 1/1/2022 - 1/31/2022	FBN4376612		223.12
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 1/1/2022 - 1/31/2022	FBN4376612		431.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 1/1/2022 - 1/31/2022	FBN4376612		433.48
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 1/1/2022 - 1/31/2022	FBN4376612		558.71
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 1/1/2022 - 1/31/2022	FBN4376612		591.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 1/1/2022 - 1/31/2022	FBN4376612		574.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 1/1/2022 - 1/31/2022	FBN4376612		584.85
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 100 Lease/Maint 1/1/2022 - 1/31/2022	FBN4376612		555.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 1/1/2022 - 1/31/2022	FBN4376612		476.29
Vendor 6189 - ENTERPRISE FM TRUST Total:					4,996.26
Vendor: 0087 - FEDEX					
100-1825-7626	FEDEX	Document Delivery	7-636-21558		31.70
Vendor 0087 - FEDEX Total:					31.70
Vendor: 4690 - FULLER ENGINEERING INC					
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	145607		538.27
Vendor 4690 - FULLER ENGINEERING INC Total:					538.27
Vendor: 1694 - GERARD BATISTA					
100-1500	GERARD BATISTA	Advance-PAPA Multi-Day Seminar	2/16/22-2/18/22		934.20
Vendor 1694 - GERARD BATISTA Total:					934.20
Vendor: 4539 - GLOBAL INDUSTRIAL SUPPLY INC					
100-1825-7747	GLOBAL INDUSTRIAL SUPPLY INC	Drinking Fountain/Water Fill Station-Encanto Park	118613205	202104-Exp-Bev Recycle 2019-...	4,693.06
100-1825-7747	GLOBAL INDUSTRIAL SUPPLY INC	Drinking Fountain/Water Fill Station-Encanto Park	118613205	202202/1825-7747-Exp-Bev Re...	653.75
Vendor 4539 - GLOBAL INDUSTRIAL SUPPLY INC Total:					5,346.81

Council Warrant Register By Vendor

Payment Dates: 1/27/2022 - 2/9/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
100-1020-7716	HOME DEPOT CREDIT SERVICES	Tree Lighting Trees for Raffle	9302190		224.80
100-1205-7980	HOME DEPOT CREDIT SERVICES	Office Supplies	7794578		18.16
100-1205-7980	HOME DEPOT CREDIT SERVICES	Office Supplies	7900817		29.75
100-1610-7618	HOME DEPOT CREDIT SERVICES	Fitness Ctr Heavy Duty Tarp	5153640		71.61
100-1610-7618	HOME DEPOT CREDIT SERVICES	SC Patio Heaters	3304301		141.08
100-1610-7618	HOME DEPOT CREDIT SERVICES	Event Generator	2546919		759.62
100-1410-7621	HOME DEPOT CREDIT SERVICES	City Yard Supplies & Parts	7030723		184.07
100-1205-8030	HOME DEPOT CREDIT SERVICES	Office Tool Set & Clips	7522782		265.81
100-1410-7621	HOME DEPOT CREDIT SERVICES	City Yard Parts	1031109		46.82
100-1610-7618	HOME DEPOT CREDIT SERVICES	Hand Truck	1600031		88.18
100-1610-7618	HOME DEPOT CREDIT SERVICES	FC Plumbing/Faucets	6521095		52.27
100-5004	HOME DEPOT CREDIT SERVICES	Early Pay Discount	610654719631401		-4.81
Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:					1,877.36
Vendor: 5408 - HUNTINGTON & DUARTE INC					
100-1205-7781	HUNTINGTON & DUARTE INC	2021 Sheriff's Dept Carwashes	1015		245.00
100-1605-7650	HUNTINGTON & DUARTE INC	P&R Fuel 9/24/2021 (M451445 Trans #3768)	1015		20.00
Vendor 5408 - HUNTINGTON & DUARTE INC Total:					265.00
Vendor: 3821 - JACQUELINE BURCKHARD					
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	2/2022		218.00
Vendor 3821 - JACQUELINE BURCKHARD Total:					218.00
Vendor: 0128 - JIM KIRCHNER					
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	2/2022		435.00
Vendor 0128 - JIM KIRCHNER Total:					435.00
Vendor: 6204 - JODY ERRANDI SCHULZ					
100-1005-7644	JODY ERRANDI SCHULZ	Council Vehicle Allowance	2/2022		75.00
Vendor 6204 - JODY ERRANDI SCHULZ Total:					75.00
Vendor: 0086 - JOHN FASANA					
100-1825-7674	JOHN FASANA	Health Insurance Reimbursement	2/2022		435.00
Vendor 0086 - JOHN FASANA Total:					435.00
Vendor: T4450 - JORGE UMANA					
100-2120	JORGE UMANA	ROP Bldg Rent Refund (Cancellation)	R92687		150.00
100-2123	JORGE UMANA	ROP Bldg Rent Refund (Cancellation)	R92687		85.00
100-4404	JORGE UMANA	ROP Bldg Rent Refund (Cancellation)	R92687		205.00
Vendor T4450 - JORGE UMANA Total:					440.00
Vendor: T4449 - JOSE LOERA					
100-2126	JOSE LOERA	Construction Demo Deposit Refund Pmt 2020-165	R85888		500.00
100-2126	JOSE LOERA	Construction Demo Deposit Refund Pmt 2020-526	R88170		500.00
Vendor T4449 - JOSE LOERA Total:					1,000.00
Vendor: 6344 - KINGDOM CAUSES INC					
100-1205-7760	KINGDOM CAUSES INC	Duarte Homeless Census	2021-010077	202115-Outreach-Homeless Ser...	23,000.96
Vendor 6344 - KINGDOM CAUSES INC Total:					23,000.96
Vendor: 1592 - KRISTEN PETERSEN					
100-1805-7610	KRISTEN PETERSEN	JPIA Academy Expense Reimbursement	1/17/22-1/20/22		254.54
Vendor 1592 - KRISTEN PETERSEN Total:					254.54

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Payment Dates: 1/27/2022 - 2/9/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5471 - LAMBERTO FLORES					
100-1500	LAMBERTO FLORES	Advance-PAPA Multi-Day Seminar	2/16/22-2/18/22		195.00
Vendor 5471 - LAMBERTO FLORES Total:					195.00
Vendor: 5438 - LDM ASSOCIATES INC					
100-1405-7965	LDM ASSOCIATES INC	FY 21/22 Federal Grant Administration 12/2021	7350		200.00
Vendor 5438 - LDM ASSOCIATES INC Total:					200.00
Vendor: 5060 - LINDA HENDERSON					
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	2/2022		435.00
Vendor 5060 - LINDA HENDERSON Total:					435.00
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff Contract 12/2021	221586AL		389,398.22
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff Contract 12/2021	221586AL	202119-Exp-Tobacco Grant SRO...	18,927.00
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	Tobacco Enforcement 12/2021	221710AL	202105-Contract Law Enforcem...	7,062.79
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					415,388.01
Vendor: 5698 - LUDECKE PROPERTY MANAGEMENT INC					
100-1020-7710	LUDECKE PROPERTY MANAGE...	Chamber Lease 2/2022	1735-huntplaz-0222		1,600.00
Vendor 5698 - LUDECKE PROPERTY MANAGEMENT INC Total:					1,600.00
Vendor: 5868 - MAINTEX INC					
100-1610-7618	MAINTEX INC	Janitorial Supplies	882865-00		1,018.81
Vendor 5868 - MAINTEX INC Total:					1,018.81
Vendor: T4453 - MARGA RIPPEL					
100-4806	MARGA RIPPEL	SC Trip Cancellation Refund	2000233.005		40.00
Vendor T4453 - MARGA RIPPEL Total:					40.00
Vendor: 0285 - MARGARET FINLAY					
100-1005-7642	MARGARET FINLAY	Council Vehicle Allowance	2/2022		75.00
Vendor 0285 - MARGARET FINLAY Total:					75.00
Vendor: 6347 - MCA DIRECT					
100-1010-7651	MCA DIRECT	Election Supplies	2022031		444.68
Vendor 6347 - MCA DIRECT Total:					444.68
Vendor: T4330 - MELISSA PEREIDA					
100-2120	MELISSA PEREIDA	CC Rent Deposit Refund	R92531		500.00
Vendor T4330 - MELISSA PEREIDA Total:					500.00
Vendor: 1042 - MICHAEL TARR					
100-1825-7674	MICHAEL TARR	Health Insurance Reimbursement	2/2022		566.00
Vendor 1042 - MICHAEL TARR Total:					566.00
Vendor: 2461 - MVP, LLC					
100-1205-7787	MVP, LLC	Public Safety Lease	2/2022		12,431.28
Vendor 2461 - MVP, LLC Total:					12,431.28
Vendor: 4593 - NORBERT'S ATHLETIC PRODUCTS INC					
100-1605-7736	NORBERT'S ATHLETIC PRODUCT...	4' x 6' x 2" Premier Crosslink Panet Mat	22010256		1,768.39
Vendor 4593 - NORBERT'S ATHLETIC PRODUCTS INC Total:					1,768.39
Vendor: 1197 - PAMELA ROMERO					
100-1605-7002	PAMELA ROMERO	CPR Stipend	2/2022		76.92
Vendor 1197 - PAMELA ROMERO Total:					76.92
Vendor: 6289 - PAPER RECYCLING & SHREDDING SPECIALISTS					
100-1825-7980	PAPER RECYCLING & SHREDDIN...	Document Shredding 1/12/2022	506728		58.00
Vendor 6289 - PAPER RECYCLING & SHREDDING SPECIALISTS Total:					58.00
Vendor: 5489 - PRO BOXING EQUIPMENT					
100-1605-7745	PRO BOXING EQUIPMENT	TC Boxing Equipment	915		2,430.57
Vendor 5489 - PRO BOXING EQUIPMENT Total:					2,430.57

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6176 - QUADIENT LEASING USA INC					
100-1825-7630	QUADIENT LEASING USA INC	Postage Machine Lease 2/23/22 - 5/22/22	N9239150		707.12
Vendor 6176 - QUADIENT LEASING USA INC Total:					707.12
Vendor: 6057 - REGIONAL TAP SERVICE CENTER					
100-2125	REGIONAL TAP SERVICE CENTER	TAP Card Reload 12/2021	6015309		20.00
Vendor 6057 - REGIONAL TAP SERVICE CENTER Total:					20.00
Vendor: 0904 - RKA CONSULTING GROUP					
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 11/2021	31871		1,120.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 11/2021	31872		4,200.00
100-1405-7967	RKA CONSULTING GROUP	Public Works Inspections 11/2021	31873		80.00
100-1405-8100	RKA CONSULTING GROUP	Civic Center Plaza Project 11/2021	31893	202102-Cap Improv-CH CDBG ...	23,378.66
100-1405-7965	RKA CONSULTING GROUP	ATP 4 Engineering Srvcs 11/2021	31911	202118-ATP Cycle 4-Professiona..	560.00
Vendor 0904 - RKA CONSULTING GROUP Total:					29,338.66
Vendor: 6293 - RODOLFO CARDENAS					
100-1605-7733	RODOLFO CARDENAS	Senior Ctr Sweetheart Dance DJ	2/11/2022		150.00
Vendor 6293 - RODOLFO CARDENAS Total:					150.00
Vendor: 4142 - RUDY'S PLUMBING INC					
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing-City Hall Plaza Fountain	7518		125.00
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing/Repair-Training Pool	7519		382.08
Vendor 4142 - RUDY'S PLUMBING INC Total:					507.08
Vendor: 0196 - RUTAN & TUCKER LLP					
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 12/2021	918316		7,158.04
100-1015-7686	RUTAN & TUCKER LLP	Land Holdings Litigation 12/2021	918318		5,522.63
100-1015-7686	RUTAN & TUCKER LLP	Legal-Highland Ave Eminent Domain 12/2021	918319		867.00
100-1015-7686	RUTAN & TUCKER LLP	NPDES Litigation 12/2021	918582		336.00
Vendor 0196 - RUTAN & TUCKER LLP Total:					13,883.67
Vendor: 5263 - SAMUEL KANG					
100-1005-7648	SAMUEL KANG	Council Vehicle Allowance	2/2022		75.00
Vendor 5263 - SAMUEL KANG Total:					75.00
Vendor: 5497 - SARA VASQUEZ					
100-1405-7690	SARA VASQUEZ	Planning Commission Meeting	1/18/2022		50.00
Vendor 5497 - SARA VASQUEZ Total:					50.00
Vendor: 6137 - SESAC					
100-1020-7716	SESAC	Music License-Cityside Events 1/1/22 - 12/31/22	995624		513.00
Vendor 6137 - SESAC Total:					513.00
Vendor: 0202 - SHAFFER AWARDS					
100-1010-7980	SHAFFER AWARDS	Plaque-Dominic Milano	6421		20.20
Vendor 0202 - SHAFFER AWARDS Total:					20.20
Vendor: 0206 - SIMON EQUIPMENT RENTALS					
100-1410-7630	SIMON EQUIPMENT RENTALS	Log Splitter Rental	134794		299.44
Vendor 0206 - SIMON EQUIPMENT RENTALS Total:					299.44
Vendor: 0209 - SMART & FINAL					
100-1605-7735	SMART & FINAL	TC Snack Bar Supplies	079855		127.17
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	490399		140.46
100-1605-7733	SMART & FINAL	Senior Ctr Special Event Supplies	568311		332.42

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Payment Dates: 1/27/2022 - 2/9/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1205-7980	SMART & FINAL	Yard Breakroom Supplies	375177		95.42
100-1410-7650	SMART & FINAL	Yard Breakroom Supplies	375177		95.42
100-1605-7980	SMART & FINAL	Yard Breakroom Supplies	375177		95.44
Vendor 0209 - SMART & FINAL Total:					886.33
Vendor: 0220 - SOUTHERN CALIFORNIA NEWS GROUP					
100-1010-7670	SOUTHERN CALIFORNIA NEWS ...	Legal Advertising 12/2021	531444		6,026.00
Vendor 0220 - SOUTHERN CALIFORNIA NEWS GROUP Total:					6,026.00
Vendor: T4452 - STACEY TYNES					
100-2120	STACEY TYNES	CC Rent Deposit Refund	R92691		500.00
Vendor T4452 - STACEY TYNES Total:					500.00
Vendor: 2688 - STAPLES ADVANTAGE					
100-1605-7614	STAPLES ADVANTAGE	Pens	3497855054		6.17
100-1605-7614	STAPLES ADVANTAGE	Lifeguard Clipboards	3497932586		50.27
100-1605-7614	STAPLES ADVANTAGE	Tape	3498255640		14.11
Vendor 2688 - STAPLES ADVANTAGE Total:					70.55
Vendor: 0083 - STEVE ESBENSHADE					
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	2/2022		435.00
Vendor 0083 - STEVE ESBENSHADE Total:					435.00
Vendor: 5029 - THE TECHNOLOGY DEPOT INC					
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel (SWA) License 3/1/2022 - 2/28/2023	17988		1,795.30
Vendor 5029 - THE TECHNOLOGY DEPOT INC Total:					1,795.30
Vendor: 5544 - THEODORE SIEGEL					
100-1605-7733	THEODORE SIEGEL	'Diner' Screening/Presentation	2/17/2022		150.00
Vendor 5544 - THEODORE SIEGEL Total:					150.00
Vendor: 6310 - TIFFANY'S CATERING					
100-1605-7733	TIFFANY'S CATERING	Senior Ctr Sweetheart Dance Dinner	2/11/2022		1,792.50
Vendor 6310 - TIFFANY'S CATERING Total:					1,792.50
Vendor: 6100 - TONEY LEWIS					
100-1005-7650	TONEY LEWIS	Council Vehicle Allowance	2/2022		75.00
Vendor 6100 - TONEY LEWIS Total:					75.00
Vendor: T4350 - TRICOR CONTRACTORS					
100-2126	TRICOR CONTRACTORS	Construction Demo Deposit Refund Pmt 2021-475	R91639		1,980.00
100-5004	TRICOR CONTRACTORS	Administrative Fee Pmt #2021-475	R91639		-125.00
Vendor T4350 - TRICOR CONTRACTORS Total:					1,855.00
Vendor: 0567 - TZEITEL PARAS-CARACCI					
100-1005-7646	TZEITEL PARAS-CARACCI	Council Vehicle Allowance	2/2022		75.00
Vendor 0567 - TZEITEL PARAS-CARACCI Total:					75.00
Vendor: 4484 - U.S. BANK					
100-1405-7612	U.S. BANK	Lg Data File Transfer (Hightail)	1252022CH		15.99
100-1405-7614	U.S. BANK	Date Stamp (Stamp Out)	1252022CH		95.35
100-1005-7980	U.S. BANK	DashPass 1/5/2022 - 2/5/2022 (DoorDash)	1252022DJ		9.99
100-1010-7612	U.S. BANK	CA Municipal Law Handbook (UCLA CEB)	1252022DJ		506.17
100-1010-7980	U.S. BANK	Council Supplies-Smart & Final (DoorDash)	1252022DJ		21.75
100-1010-7980	U.S. BANK	CC Dinner 1/11/2022 (Cabrera's)	1252022DJ		120.72
100-1010-7980	U.S. BANK	CC Dinner 1/25/22-Shared Tea (DoorDash)	1252022DJ		32.40
100-1020-7712	U.S. BANK	Hootsuite 1/2/2022 - 2/1/2022	1252022DJ		75.00
100-1020-7712	U.S. BANK	Spotify Subscription	1252022DJ		9.99

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1020-7726	U.S. BANK	Adobe Creative Cloud 1/13/22 - 2/12/22	1252022KP		34.99
100-1020-7980	U.S. BANK	Service Awards Supplies 1/14/22 (Smart & Final)	1252022KP		548.98
100-1020-7980	U.S. BANK	Service Awards Supplies 1/14/22 (Tropicana Mkt)	1252022KP		40.19
100-1020-7980	U.S. BANK	Service Awards Supplies 1/14/22 (Costco)	1252022KP		324.22
100-1020-7980	U.S. BANK	Service Awards Supplies 1/14/22 (Smart & Final)	1252022KP		280.53
100-1020-7980	U.S. BANK	Service Awards Dessert 1/14/22 (Merengue)	1252022KP		205.33
100-1020-7980	U.S. BANK	Service Awards Supplies 1/14/22 (Trader Joes)	1252022KP		162.05
100-1020-7980	U.S. BANK	Service Awards Supplies 1/14/22 (Vons)	1252022KP		25.52
100-1020-7980	U.S. BANK	Service Awards Supplies 1/14/22 (Smart & Final)	1252022KP		109.60
100-1020-7980	U.S. BANK	Service Awards Supplies 1/14/22 (Costco)	1252022KP		402.91
100-1405-7612	U.S. BANK	Adobe Creative Cloud 1/13/22 - 2/12/22	1252022KP		100.93
100-1605-7733	U.S. BANK	Senior Ctr 1/12/22 - 2/11/22 (Netflix)	1252022KP		8.99
100-1605-7735	U.S. BANK	Teen Ctr 1/12/22 - 2/11/22 (Netflix)	1252022KP		9.00
100-1805-7980	U.S. BANK	USB-C Power Adapter for iPad (Apple.com)	1252022KP		20.95
100-1805-7980	U.S. BANK	Microsoft 365 12/27/21 - 1/26/22	1252022KP		12.00
100-1810-7671	U.S. BANK	Admin Secretary Interview Panel Lunch (DoorDash)	1252022KP		31.34
100-1815-7632	U.S. BANK	HR/Michelle-Adobe AcroPro	1252022KP		14.99
100-1815-7632	U.S. BANK	Adobe Creative Cloud 1/13/22 - 2/12/22	1252022KP		349.90
100-1815-7632	U.S. BANK	Finance Webinar 1/7/22 - 2/6/22 (Zoom)	1252022KP		80.00
100-1815-7830	U.S. BANK	SC Elevator 911 12/10/21 - 1/9/22 (Vonage)	1252022KP		22.98
100-2123	U.S. BANK	Special Event Insurance 10/2021-12/2021 (Alliant)	1252022KP		340.00
Vendor 4484 - U.S. BANK Total:					4,012.76
Vendor: 6196 - VINH TRUONG					
100-1005-7643	VINH TRUONG	Council Vehicle Allowance	2/2022		75.00
Vendor 6196 - VINH TRUONG Total:					75.00
Vendor: T3529 - VIVIENE INDICK					
100-2120	VIVIENE INDICK	ROP Bldg Rent Deposit Refund	R92520		150.00
Vendor T3529 - VIVIENE INDICK Total:					150.00
Vendor: 5835 - WALLACE WOLFF					
100-1405-7690	WALLACE WOLFF	Planning Commission Meeting	1/18/2022		50.00
Vendor 5835 - WALLACE WOLFF Total:					50.00
Vendor: 5992 - WESTERN EXTERMINATOR COMPANY					
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-City Yard 12/2021	3070910		145.00
Vendor 5992 - WESTERN EXTERMINATOR COMPANY Total:					145.00
Vendor: 4797 - WEX BANK					
100-1410-7650	WEX BANK	Fuel-Field Srvcs CNG 12/1/21 - 12/31/21	77293267		46.82
Vendor 4797 - WEX BANK Total:					46.82

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6345 - WOOD OIL COMPANY OF CALIFORNIA LLC					
100-1410-7656	WOOD OIL COMPANY OF CALIF...	Emergency Generator Fuel	269458		1,727.03
Vendor 6345 - WOOD OIL COMPANY OF CALIFORNIA LLC Total:					1,727.03
Fund 100 - GENERAL FUND Total:					678,241.87
Fund: 220 - GAS TAX FUN					
Vendor: 5190 - BC TRAFFIC SPECIALIST					
220-2205-8070	BC TRAFFIC SPECIALIST	Mt Olive Restriping (Improvement)	514747		1,507.77
Vendor 5190 - BC TRAFFIC SPECIALIST Total:					1,507.77
Vendor: 6009 - KOA CORPORATION					
220-2225-8070	KOA CORPORATION	Greenbank Speed Limit Study 9/7/21 - 9/26/21	JC11130 - 1		355.06
220-2225-8070	KOA CORPORATION	Greenbank Speed Limit Study 9/27/21 - 11/28/21	JC1130 - 2		4,153.00
Vendor 6009 - KOA CORPORATION Total:					4,508.06
Vendor: 5312 - PACIFIC PRODUCTS & SERVICES LLC					
220-2225-7811	PACIFIC PRODUCTS & SERVICES ...	Street Sign Posts & Anchors	29709		8,300.65
Vendor 5312 - PACIFIC PRODUCTS & SERVICES LLC Total:					8,300.65
Fund 220 - GAS TAX FUN Total:					14,316.48
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 1570 - A1 MAINTENANCE SERVICES CA					
240-2426-7810	A1 MAINTENANCE SERVICES CA	Grocery Outlet Ctr Sweeping 1/2022	199352		784.00
Vendor 1570 - A1 MAINTENANCE SERVICES CA Total:					784.00
Vendor: 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
240-2405-7890	COUNTY OF LOS ANGELES DEP...	KITS Monitoring (Traffic Signals) 12/2021	22011003868		393.85
240-2405-7890	COUNTY OF LOS ANGELES DEP...	Traffic Signal Repairs 12/2021	22011004165		2,534.29
Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:					2,928.14
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
240-2405-7888	HOME DEPOT CREDIT SERVICES	Citywide Street Light Supplies	1031110		77.85
Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:					77.85
Vendor: 4142 - RUDY'S PLUMBING INC					
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Aloysia Moore Park	7515		125.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing/Repair-Duarte Park	7516		187.50
240-2423-7887	RUDY'S PLUMBING INC	Backflow Testing-Amberwood LLD	7517		125.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing/Repair-Beardslee Park	7524		187.50
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing/Repair-Royal Oaks Park	7527		470.25
240-2420-7887	RUDY'S PLUMBING INC	Backflow Testing-Kendrick Tract LLD	7528		125.00
Vendor 4142 - RUDY'S PLUMBING INC Total:					1,220.25
Vendor: 5691 - SITEONE LANDSCAPE SUPPLY HOLDING LLC					
240-2420-7887	SITEONE LANDSCAPE SUPPLY H...	Repair/Replacements-Kendrick Tract LLD	115731974-001		222.30
240-2410-7888	SITEONE LANDSCAPE SUPPLY H...	Citywide Irrigation Repairs	115748667-001		853.13
240-2410-7891	SITEONE LANDSCAPE SUPPLY H...	Irrigation Repairs-Duarte Rd Median	115780949-001		100.96
Vendor 5691 - SITEONE LANDSCAPE SUPPLY HOLDING LLC Total:					1,176.39
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					6,186.63

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
Vendor: 5438 - LDM ASSOCIATES INC					
260-2605-8061	LDM ASSOCIATES INC	FY21 CDBG City Hall ADA Improvements 12/2021	7351	202102-CDBG ADA Improv	1,350.00
Vendor 5438 - LDM ASSOCIATES INC Total:					1,350.00
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					1,350.00
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
290-2905-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff Contract 12/2021	221586AL		11,650.00
290-2905-7785	LOS ANGELES COUNTY SHERIFF'...	Santa's Sleigh Events 12/2021	221709AL		1,907.52
290-2905-7785	LOS ANGELES COUNTY SHERIFF'...	Holiday Suppression 12/2021	221711AL		3,630.01
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					17,187.53
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					17,187.53
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
Vendor: 6189 - ENTERPRISE FM TRUST					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease/Maint 1/1/2022 - 1/31/2022	FBN4376612		527.38
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Lease/Maint 1/1/2022 - 1/31/2022	FBN4376612		768.86
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 CA Tire Fee	FBN4376612		8.75
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease/Maint 1/1/2022 - 1/31/2022)	FBN4376612		467.13
Vendor 6189 - ENTERPRISE FM TRUST Total:					1,772.12
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					1,772.12
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 0903 - CITY OF MONROVIA					
440-4405-7650	CITY OF MONROVIA	Fuel-Transportation Dept 10/2021	2200843		201.98
Vendor 0903 - CITY OF MONROVIA Total:					201.98
Vendor: 3192 - FOOTHILL TRANSIT					
440-4405-8013	FOOTHILL TRANSIT	34th Installment of 3rd Bus 1/2022	F2802-0122		3,887.05
440-4405-7960	FOOTHILL TRANSIT	Duarte Local Service 12/2021	SI008547		26,476.47
Vendor 3192 - FOOTHILL TRANSIT Total:					30,363.52
Vendor: 0209 - SMART & FINAL					
440-4405-7980	SMART & FINAL	Yard Breakroom Supplies	375177		95.42
Vendor 0209 - SMART & FINAL Total:					95.42
Fund 440 - PROPOSITION A TRANSIT FUND Total:					30,660.92
Fund: 460 - PROPOSITION C TRANSIT FUND					
Vendor: 0903 - CITY OF MONROVIA					
460-4605-7650	CITY OF MONROVIA	Fuel-Transportation Dept 11/2021	2201233		207.89
Vendor 0903 - CITY OF MONROVIA Total:					207.89
Vendor: 3192 - FOOTHILL TRANSIT					
460-4605-8013	FOOTHILL TRANSIT	34th Installment of 3rd Bus 1/2022	F2802-0122		3,180.31
460-4605-7960	FOOTHILL TRANSIT	Duarte Local Service 12/2021	SI008547		21,662.57
Vendor 3192 - FOOTHILL TRANSIT Total:					24,842.88
Fund 460 - PROPOSITION C TRANSIT FUND Total:					25,050.77
Grand Total:					774,766.32

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	678,241.87
220 - GAS TAX FUN	14,316.48
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	6,186.63
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	1,350.00
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	17,187.53
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	1,772.12
440 - PROPOSITION A TRANSIT FUND	30,660.92
460 - PROPOSITION C TRANSIT FUND	25,050.77
Grand Total:	774,766.32

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	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
100-1005-7646	Travel & Exp - Paras	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
100-1010-7612	Publications and Dues	506.17
100-1010-7651	Election Services	509.03
100-1010-7670	Legal Notices	6,026.00
100-1010-7980	Other Expenses	195.07
100-1015-7680	City Attorney Legal	7,158.04
100-1015-7682	Labor Counsel Legal	2,155.00
100-1015-7686	Other Legal Services	6,725.63
100-1020-7710	Chamber Of Commerce	36,650.00
100-1020-7712	Community Information (...)	84.99
100-1020-7716	Special Community Events	737.80
100-1020-7726	Council Cablecasting	34.99
100-1020-7980	Other Expenses	2,363.94
100-1205-7650	Vehicle Maintenance	880.27
100-1205-7760	Homeless Outreach Progr...	23,000.96
100-1205-7761	Parking Ticket Collect	1,779.55
100-1205-7762	Parking Pass Kiosk Costs	289.95
100-1205-7780	Animal Control	524.17
100-1205-7781	Contract Law Enforcement	420,820.22
100-1205-7787	Public Safety Cntr Lease	12,431.28
100-1205-7980	Other Expenses	271.71
100-1205-8030	Other Equipment	265.81
100-1405-7612	Publications and Dues	116.92
100-1405-7614	Office Supplies	95.35
100-1405-7650	Vehicle Maintenance	58.25
100-1405-7690	Planning Commission	200.00
100-1405-7800	Building Department Serv...	17,985.00
100-1405-7801	Industrial Waste Inspecti...	1,487.63
100-1405-7965	Professional Services	760.00
100-1405-7967	Public Works Inspections	14,822.00
100-1405-7969	City Engineer	5,320.00
100-1405-8100	Other Capital Improvemnts	23,378.66
100-1410-7610	Travel, Mtgs & Conf	25.00
100-1410-7621	Other Supplies	230.89
100-1410-7630	Equipment Rentals	299.44
100-1410-7650	Vehicle Maintenance	1,221.64
100-1410-7656	Emergency Generator	2,288.03
100-1410-7810	Street Sweeping	122.00

Account Summary

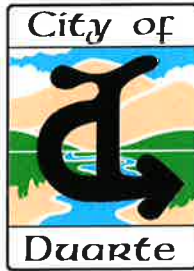
Account Number	Account Name	Payment Amount
100-1410-7887	Repairs & Replacements	202.27
100-1500	Advances	1,129.20
100-1605-7002	Regular Salaries	76.92
100-1605-7614	Office Supplies	70.55
100-1605-7650	Vehicle Maintenance	320.79
100-1605-7733	Senior Center	3,421.09
100-1605-7735	Teen Center	136.17
100-1605-7736	Youth & Adult Recreation...	1,768.39
100-1605-7737	Adult Excursions	1,260.00
100-1605-7745	Boxing Program	2,430.57
100-1605-7980	Other Expenses	95.44
100-1610-7617	Pool Chemicals	538.27
100-1610-7618	Building Supplies	2,327.14
100-1610-7636	Uniforms	29.08
100-1610-7650	Vehicle Maintenance	743.68
100-1610-7652	Building Maint Services	5,406.73
100-1610-7660	Other Services	5,670.00
100-1805-7610	Travel, Mtgs & Conf	262.49
100-1805-7980	Other Expenses	32.95
100-1810-7660	Other Services	55.00
100-1810-7671	Recruiting Advertisements	31.34
100-1815-7632	Software Maintenance	444.89
100-1815-7830	Telephones	1,818.28
100-1820-7771	Repair Of City Property	13,300.00
100-1825-7626	Postage	31.70
100-1825-7630	Equipment Lease	2,411.19
100-1825-7631	Equipment Maintenance	582.39
100-1825-7674	Retiree Health Insurance	3,525.00
100-1825-7747	Beverage Cont Recycling	5,346.81
100-1825-7980	Other Expenses	58.00
100-1830-8100	Vehicle Replacement (Cap...	4,996.26
100-2120	Refundable Deposits	1,450.00
100-2121	Pass Through Deposits	3,010.00
100-2123	Special Event Insurance (P...	425.00
100-2125	Metro Pass Through (TAP)	20.00
100-2126	Construction and Demolit...	20,613.20
100-4404	Other Building Rentals	205.00
100-4408	Property Rental	1,850.51
100-4806	Excursion Fees	40.00
100-5004	Other Revenue	-254.81
100-5005	Taxable Sales	4.00
220-2205-8070	Street Improvements (Cap...	1,507.77
220-2225-7811	Street Maintenance	8,300.65
220-2225-8070	Street Improvements (Cap...	4,508.06
240-2405-7888	Repairs-Citywide	77.85
240-2405-7890	Repairs-Traffic Signal	2,928.14
240-2410-7662	Other Serv-Citywide	970.25
240-2410-7888	Repairs-Citywide	853.13
240-2410-7891	Repairs-Medians	100.96
240-2420-7887	Repairs & Replacements	347.30
240-2423-7887	Repairs & Replacements	125.00
240-2426-7810	Street Sweeping	784.00
260-2605-8061	ADA Curb Ramps (Capital)	1,350.00
290-2905-7781	Contract Law Enforcement	11,650.00
290-2905-7785	Special Events Patrol	5,537.53
320-3205-8013	Vehicles (Capital)	1,772.12
440-4405-7650	Vehicle Maintenance	201.98
440-4405-7960	Foothill Transit Operations	26,476.47

Account Summary

Account Number	Account Name	Payment Amount
440-4405-7980	Other Expenses	95.42
440-4405-8013	Vehicles (Capital)	3,887.05
460-4605-7650	Vehicle Maintenance	207.89
460-4605-7960	Foothill Tranist Operations	21,662.57
460-4605-8013	Vehicles (Capital)	3,180.31
Grand Total:		774,766.32

Project Account Summary

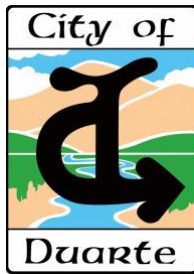
Project Account Key	Payment Amount
None	676,979.59
202102-Cap Improv-CH CDBG ADA Improvement	23,378.66
202102-CDBG ADA Improv	1,350.00
202104-Exp-Bev Recycle 2019-20 PROG FY22	4,693.06
202105-Contract Law Enforcement	7,062.79
202115-Outreach-Homeless Services Grant-(SGVCOG)	23,000.96
202118-ATP Cycle 4-Professional Svcs	560.00
202119-Exp-Tobacco Grant SRO/Deputy-DOJ	18,927.00
202123-COH-PassThru Dep-Duarte Outpatient Clinic	3,010.00
202202/1825-7747-Exp-Bev Recycle FY20-21 PROG FY23	653.75
250004 - Property Rent - Nextel Rent (Otis Gordon)	1,850.51
DMGE068-Hamilton Rd/Mtn Ave-Light Pole down	13,300.00
Grand Total:	774,766.32



COMMUNITY DEVELOPMENT STATUS REPORT January 2022

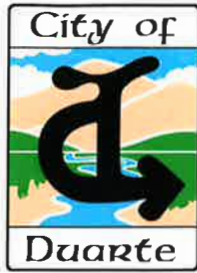
PROJECT/PROGRAM		STATUS
<u>IN PROCESS</u>		
Sidewalk Repair Project		Bid Awarded December 14, work continues through March.
Housing Element		Staff and the consultant continue to work on the project. The draft plan was submitted to HCD for its review. Final comments have been received. Planning Commission hearing was in October 18. Approved by City Council January 11.
Duarte Road Pedestrian Improvements		Sidewalk and pedestrian lights on south side of Duarte Road between Cinco Robles and Circle Road. Construction began July 1. Several light poles are on backorder. Near completion, should be powered up soon.
<u>DEVELOPMENT</u>		
New Hope Village		New 147 room hotel. The building is almost complete but the City of Hope facing supply chain issues with the delivery of furnishings. The opening has been delayed until March 2022.
Esperanza at Duarte Station 1700 Business Center Dr.		MBK is building a 344 unit luxury apartment building. Permits were issued and the first visible work will be the parking structure. Esperanza chosen by MBK as project name.
The Residences at Duarte Station 1750 Business Center Dr.		MBK, developer of Building A has been purchased this property. The 292 unit building will be a second phase scheduled for 2022. The development will be called Solana.
The Huntington (1413 Huntington Drive)		A 161 unit mixed use project. Building received final C of O in late January.
City of Hope General Projects		Working with the City of Hope on various projects in process, such as: north parking lot (approx. 1,000 spaces); Duarte Outpatient Clinic (DOC) is ready for permits. It is an 8 story, 350,000 square foot building; and several other upcoming projects.
Wyndham Hawthorn Suites Hotel (1230 Huntington Drive)		The project was approved. It is a two phase project with a total of 178 rooms with 72 in the first phase. Staff recently had a progress meeting with developer and architect. The estimated date for plan check submittal is now March based on recent information from owner.
New Commercial Building 2137 Huntington		This will be a commercial building, Bright Smile Dental and retail space. Recently completed.

PROJECT/PROGRAM	STATUS
Westminster Gardens	The owner HumanGood has met with Staff over the past few months discussing a major amendment to the existing specific plan. The concept is to develop the corner of Huntington Drive and Santo Domingo with a mixed use building and to expand the current Life Plan Community by at least 300 units.
Town Center North Liquor Store Corner	Staff has put the existing deal with Arbor Capital Group on hold for a variety of reasons, including the developer's inability to get agreement with other property owners on required parking lot upgrades and because the Rita Aid property is for sale and a more comprehensive approach is needed. Staff hired Kosmont Associates to assist in developing a plan to coordinate development of the city property with a complete parking lot and façade upgrade of the center. It appears there may be a new property owner and Staff is working the prospective buyer to encourage a comprehensive property upgrade.
New Townhouse Development 1401 Santo Domingo Avenue	Proposal is to remove eight existing apartments and replace with a new, 20 unit, townhouse development. Developer recently met with neighbors in adjacent HOA. Planning Commission approved, City Council hearing in March.
<u>PUBLIC WORKS</u>	
2021 Street Rehab Project	In design phase. Bid planned for early 2022.
City Hall Courtyard Design	Only one responsive bid and it was far above engineer's estimate. Plan to reject all bids and rebid project. Working with LACDA to get additional CDBG funding and looking for options to reduce overall cost.
Highland/Huntington Signal Upgrade	Bid opening in January 2022. This includes new signal and left turn arrows north and south bound.
Huntington Drive Pedestrian Lighting	New sidewalk and pedestrian lighting from The Huntington to Buena Vista. Bid opening January/February 2022.
Encanto Park Infiltration Project	In feasibility and early design phase. Initial plan is to located structure in park area under soccer field and permeable paving will be installed in parking lot area. However, cost for initial design is over estimate so a redesign may be needed.



**PARKS AND RECREATION
STATUS REPORT
February 2022**

PROJECT/PROGRAM		STATUS
<u>PARKS AND TRAILS</u>		
Community Meeting – Future Dog Park	The Department will be hosting a Community Meeting on Saturday, March 19 at 10 AM in the Community Center – 1600 Huntington Dr., to discuss the possibility of adding a Dog Park in Duarte. We invite residents to join us and provide their feedback related to this potential new City project.	
<u>YOUTH AND SENIOR PROGRAMS</u>		
Senior Center - Sweetheart Dinner Dance	The Duarte Senior Center invites seniors 55+ to register for their Sweetheart Dinner Dance scheduled for Friday, February 11 from 5 – 7 PM. The evening will include dinner, dancing and lots of love. To register, visit accessduarte.com and click on “Register for Recreation Programs.”	
<u>SPECIAL EVENTS</u>		
Save the Date: César Chávez Day of Service 2022	Join us as we commemorate the life and legacy of civil-rights leader César Chávez through a day of service. On this day, participants will devote their morning by volunteering in a community project located on the 32-acre campus of Westminster Gardens. To volunteer, register at accessduarte.com , and click on “Register for Recreation Programs” to complete your participant registration today (limited to the first 50 volunteers).	



AGENDA REPORT

MEETING DATE: February 8, 2022

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Maia McCurley, Associate Planner

SUBJECT: Amendment to Wireless Communications Facility Site Ground Lease Agreement at 1400 Buena Vista Street (Duarte Park)

RECOMMENDATION: Authorize the City Manager to execute on behalf of the City an amendment to the ground lease agreement between the City of Duarte and SBA Steel LLC for the existing wireless communications.

FISCAL IMPACT: The amended ground lease agreement provides a one-time payment of \$10,000 within thirty (30) days of execution of the agreement and sets a monthly rental rate of \$2,200 starting in October 2023 with an annual four percent (4%) increase to the monthly rental rate commencing in October 2024.

BACKGROUND

In October 1998, the City of Duarte entered into a ground lease agreement for approximately 800 square feet to be occupied by a wireless communications facility disguised as a clock tower located within Duarte Park at 1400 Buena Vista Street. The initial term of the ground lease agreement was for five (5) years commencing on October 14, 1998 and provided the option to extend the agreement for five (5) successive five (5) year terms, or until October 13, 2028. The lease agreement set an initial monthly rental rate of \$700 with an annual four percent (4%) escalation. The most recent increase occurred in October 2021 with the current monthly rental rate at \$1,725.

The lease is in its fourth renewal term, which runs from October 14, 2018 through October 13, 2023. Though the lease agreement permits a fifth and final renewal term between October 14, 2023 through October 13, 2028, the lessor has proposed an amendment to the lease agreement to provide the option for additional renewal terms beyond 2028 along with an increase to the rental rate.

DISCUSSION/ANALYSIS

The proposed lease amendment has been reviewed by both staff in the Community Development Department and by the City Attorney. The terms of the amendment include the following:

- **Lease Term:** Five (5) additional automatic and successive renewal terms of five (5) years each starting on October 14, 2028, following expiration of the existing lease agreement's fifth and final renewal term on October 13, 2028. With the additional renewal terms, the lease agreement can be extended through to October 13, 2053.
- **One-Time Payment:** Within thirty (30) days of execution of the amendment the lessor shall pay the City a one-time payment of \$10,000.
- **Monthly Rental Rate:** Starting on October 14, 2023, in lieu of a four percent (4%) increase to the rental rate in effect as of October 14, 2022, the monthly rental rate shall increase to \$2,200 with an annual four percent (4%) increase to occur on each anniversary date thereafter.

Environmental Impact

In accordance with the California Environmental Quality Act (CEQA) and CEQA Guidelines, the proposed amendment to the lease agreement is exempt per Section 15061(b)(3) and categorically exempt per Section 15301 Class 1. No additional environmental review is required.

RECOMMENDATION

Authorize the City Manager to execute on behalf of the City an amendment to the ground lease agreement between the City of Duarte and SBA Steel LLC for the existing wireless communications.

FISCAL IMPACT

The amended ground lease agreement provides a one-time payment of \$10,000 within thirty (30) days of execution of the agreement and sets a monthly rental rate of \$2,200 starting in October 2023 with an annual four percent (4%) increase to the monthly rental rate commencing in October 2024 (Attachment B).

ATTACHMENTS

Attachment A – Amendment to Communications Site Lease Agreement
 Attachment B – Table of Rent Escalation Under Proposed Amendment to Lease Agreement
 Attachment C – Communications Site Lease Agreement (1998)
 Attachment D – Memorandum of Agreement (2011)

Prepared by: Denise Scherer
After recording return to: Rita Drinkwater
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487
Ph: 800-487-7483 ext. 7872

Parcel ID: 8530-020-912

AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

THIS AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND) ("Amendment") is executed this _____ day of _____, 20__ by and between **CITY OF DUARTE, a California municipal corporation**, having an address at 1600 Huntington Drive Duarte, California 91010 ("Lessor") and **SBA STEEL LLC, a Florida limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 ("Lessee").

WHEREAS, Lessor and Nextel of California, Inc., a Delaware corporation, d/b/a Nextel Communications, entered into that certain Communications Site Lease Agreement (Ground), dated October 1, 1998, as evidenced by that certain Memorandum of Agreement, dated November 29, 2011, and recorded January 25, 2012, as Instrument No. 20120134649, and ultimately assigned to Lessee, as evidenced by that certain Memorandum of Assignment, dated November 23, 2016, effective July 7, 2016, and recorded December 28, 2016, as Instrument No. 20161651580; both recordings of the Official Records of Los Angeles County, California, as amended and assigned from time to time (collectively, "Agreement") for Lessee's use of a portion of the real property ("Premises") located at 1400 Buena Vista Street, Duarte, CA 91010 ("Land"), being more particularly described in the attached **Exhibit "A"**; and

WHEREAS, Lessor and Lessee desire and intend to amend and supplement the Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Agreement:

1. **Section 4. Term**, of the Agreement is hereby amended as follows:

In addition to the Renewal Terms as referenced in the Agreement, the Agreement is hereby amended to include five (5) additional successive terms of five (5) years (each a "Renewal Term"). Each Renewal Term shall be deemed automatically extended, unless Lessee notifies Lessor of its intention not to renew the Agreement prior to the commencement of the succeeding Renewal Term. The first additional Renewal Term shall commence on October 14, 2028, upon the expiration of the Renewal Term expiring on October 13, 2028.

2. **Section 5. Rent, subsections (a) and (b)** of the Agreement are hereby amended to include the following:

On the October 14, 2023, Lessor's Rent shall increase to Two Thousand Two Hundred and No/100 Dollars (\$2,200.00) per month. Commencing on October 14, 2024 and each anniversary date thereafter, Lessor's Rent amount shall increase by four percent (4%). All escalations provided herein, shall be in lieu of and not in addition to any escalations currently provided in the Agreement.

Section 5. Rent, subsection (c) of the Agreement is hereby deleted in its entirety.

3. The Fourth (4th) sentence of **Section 14. Assignment and Subletting**, of the Agreement is hereby deleted in its entirety.
4. **Section 20. Notices, subsection (d)** of the Agreement is hereby amended as follows:

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

If to Lessee: SBA Steel LLC
Attn: Site Administration
8051 Congress Avenue
Boca Raton, FL 33487-1307
Re: CA45398-A/Duarte

5. Upon full execution of this Amendment, Lessee shall pay to Lessor a one-time payment of Ten Thousand and No/100 Dollars (\$10,000.00), which shall be sent to Lessor within thirty (30) days of the Effective Date.

6. Capitalized terms not defined in this Amendment will have the meaning ascribed to such terms in the Agreement.
7. This Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Land is located without regard to principles of conflicts of law.
8. Except as specifically set forth in this Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall take precedence.
9. Lessor acknowledges that the attached **Exhibit "A"** may be preliminary or incomplete and, accordingly, Lessee may replace and substitute such exhibit with an accurate survey and legal descriptions of the Premises and re-record this Amendment without obtaining the further approval of Lessor. Following such re-recording, the descriptions of the Premises described therein shall serve as the descriptions for same for all purposes under the Amendment.
- 10 Lessor represents and warrants to Lessee that Lessor is the sole owner in fee simple title to the Premises and easements and Lessor's interest under the Agreement and that consent or approval of no other person is necessary for Lessor to enter into this Amendment.
- 11 This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Amendment.
- 12 Lessee shall have the right to record this Amendment.

[The remainder of this page is intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

WITNESSES:

LESSOR:

City of Duarte, California municipal corporation

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person who executed the instrument.

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

WITNESS my hand and official seal.

Notary Public
My Commission Expires _____

(NOTARY SEAL)

WITNESSES:

LESSEE:

SBA Steel LLC, a Florida limited liability company

Print Name: _____

By: _____
Martin Aljovin
Vice President - Asset Optimization

Print Name: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this ____ day of _____, 20__, by Martin Aljovin, Vice President - Asset Optimization of SBA Steel LLC, a Florida limited liability company, who is personally known to me and did not take an oath.

Notary Public
My Commission Expires _____

(NOTARY SEAL)

EXHIBIT 'A'

Legal description to be incorporated upon receipt of final survey.

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 13, SECTION 30, TOWNSHIP 1 NORTH, RANGE 10 WEST, IN THE SUBDIVISION OF THE RANCHO AZUSA DE DUARTE, IN THE CITY OF DUARTE, AS PER MAP RECORDED IN BOOK 6, PAGES 80, 81 AND 82 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID LOT WITH THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF TRACT 13705, AS SHOWN ON A MAP RECORDED IN BOOK 318, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTHERLY ALONG SAID WESTERLY LINE 130.00 FEET, TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY 211.31 FEET TO THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF TRACT 14047, AS SHOWN ON A MAP RECORDED IN BOOK 335, PAGES 14 AND 15 OF MAPS, IN SAID OFFICE; THENCE EASTERLY ALONG SAID WESTERLY PROLONGATION AND SAID SOUTHERLY LINE 634.94 FEET, MORE OR LESS, TO THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 12 OF SAID TRACT 13705; THENCE SOUTHERLY ALONG SAID WESTERLY PROLONGATION OF LOT 12, 211.31 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 130.00 FEET NORTHERLY FROM THE NORTHERLY LINE OF SAID TRACT 13705; THENCE WESTERLY ALONG SAID PARALLEL LINE 634.94 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS, HYDROCARBONS OR OTHER MINERALS IN AND UNDER THE ABOVE DESCRIBED REAL PROPERTY WITHOUT THE RIGHT TO THE USE OF THE SURFACE OR SUBSURFACE TO A DEPTH OF 500 FEET, MEASURED VERTICALLY FROM THE SURFACE OF SAID REAL PROPERTY, BY DEED DATED MAY 28, 1985 AND RECORDED JUNE 11, 1985 AS INSTRUMENT NO. 65 654491.

Rent Escalation Table

Date of Annual Increase	Rent Under Existing Lease Agreement	Rent Under Amended Lease Agreement
Oct. 14, 2021	\$1,725	\$1,725
Oct. 14, 2022	\$1,794	\$1,794
Oct. 14, 2023	\$1,865.76	\$2,200
Oct. 14, 2024	\$1,940.39	\$2,288
Oct. 14, 2025	\$2,018.01	\$2,379.52
Oct. 14, 2026	\$2,098.73	\$2,474.70
Oct. 14, 2027	\$2,182.68	\$2,573.69
Oct. 14, 2028	Lease Expires	\$2,676.64
Oct. 14, 2029	-	\$2,783.70
Oct. 14, 2030	-	\$2,895.05
Oct. 14, 2031	-	\$3,010.85
Oct. 14, 2032	-	\$3,131.29
Oct. 14, 2033	-	\$3,256.54
Oct. 14, 2034	-	\$3,386.80
Oct. 14, 2035	-	\$3,522.27
Oct. 14, 2036	-	\$3,663.16
Oct. 14, 2037	-	\$3,809.69
Oct. 14, 2038	-	\$3,962.08
Oct. 14, 2039	-	\$4,120.56
Oct. 14, 2040	-	\$4,285.38
Oct. 14, 2041	-	\$4,456.80
Oct. 14, 2042	-	\$4,635.07
Oct. 14, 2043	-	\$4,820.47
Oct. 14, 2044	-	\$5,013.29
Oct. 14, 2045	-	\$5,213.82
Oct. 14, 2046	-	\$5,422.37
Oct. 14, 2047	-	\$5,639.27
Oct. 14, 2048	-	\$5,864.84
Oct. 14, 2049	-	\$6,099.43
Oct. 14, 2050	-	\$6,343.41
Oct. 14, 2051	-	\$6,597.15
Oct. 14, 2052	-	\$6,861.03
Oct. 14, 2053	-	Lease Expires

Nextel Communications
17275 Derian Ave., Suite 100
Irvine, CA 92614
(949) 862-2300 Fax (949) 862-2313

NEXTEL

October 8, 1998

VIA FEDERAL EXPRESS

City of Duarte
1600 Huntington Drive
Duarte, CA 91010
Attn: City Manager

RECEIVED
OCT 12 1998
CITY OF DUARTE

RE: Communications Site Lease Agreement for Site # CA6039A Duarte

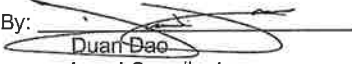
Dear Sirs:

Enclosed please find one fully executed original of the Communications Site Lease Agreement (the "Agreement") between City of Duarte and Nextel Communications for your records.

Please contact Joel Hendrickson, the Leasing Agent handling this site, at 949-862-2300 (office) if you have any immediate questions regarding the Agreement. We will be sending you a formal notification of the commencement of the Agreement and your receipt of rent payments at a later date. We look forward to being your tenant.

Sincerely,
NEXTEL COMMUNICATIONS

By:


Duan Dao
Legal Coordinator

Enclosure

COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

This Communications Site Lease Agreement (Ground) ["Agreement"] is entered into this ____ day of September, 1998, between NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications ("Lessee"), and CITY OF DUARTE ("Lessor")

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Lessor is the owner of a parcel of land (the "Land") located in the City of Duarte, County of Los Angeles, State of California, commonly known as 1400 Buena Vista Street. The Land is more particularly described in Exhibit A annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor, approximately eight hundred (800) square feet of the Land and all access and utility easements, if any, (the "Premises") as described in Exhibit B annexed hereto.

2. **Use.** The Premises may be used by Lessee for any activity in connection with the provision of communications services. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

3. **Tests and Construction.**

(a) Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Land for the purpose of: making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests and constructing the Lessee Facilities (as defined in Paragraph 6(a) below).

(b) Prior to commencing construction, Lessee shall obtain Lessor's approval of Lessee's construction plans and specifications (collectively, "Plans"), which approval shall not be unreasonably withheld. Lessor shall give such approval or provide Lessee with its requests for changes within fifteen (15) business days of Lessor's receipt of the Plans. If Lessor does not provide such approval or request for changes within such fifteen (15) business day period, it shall be deemed to have approved the Plans. Lessor shall not be entitled to receive any additional consideration in exchange for giving its approval of the Plans.

4. **Term.** The term of this Agreement shall be five (5) years commencing on the date Lessee begins construction of the Lessee Facilities or no later than eighteen (18) months following the full execution of this Agreement, whichever first occurs ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Paragraph 10. Lessee shall have the right to extend the Term for five (5) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term.

5. **Rent.**

(a) Within fifteen (15) business days of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor as rent SEVEN HUNDRED and 00/100 DOLLARS (\$700.00) per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Lessor at 1600 Huntington Drive, Duarte, CA 91010; Attention: Finance Director.

(b) Rent shall be increased on each anniversary of the Commencement Date by an amount equal to four percent (4%) of the Rent for the previous year.

(c) Upon commercial operation from the Premises, Lessee shall donate to Lessor as additional consideration seven (7) Nextel 3:1 mobile units. All activation fees, monthly service charges and repair costs shall not be included in the donation. All activation fees, monthly service charges and repair costs are the sole responsibility of Lessor.

6. **Facilities; Utilities; Access.**

(a) Lessee has the right to erect, maintain and operate on the Premises radio communications facilities, including without limitation an antenna tower or pole and foundation ("Custom Tower"), utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto ("Lessee Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. All of the Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all the Lessee Facilities at its sole expense on or before the expiration or earlier termination of this Agreement; provided, Lessee repairs any damage to the Premises caused by such removal. Within thirty (30) days of the expiration or earlier termination of this Agreement, Lessee has the option, in its sole and absolute discretion, to either remove the Custom Tower at Lessee's sole expense or to transfer title of the Custom Tower to Lessor. Upon termination of this Agreement, Lessee shall not be required to remove any foundation more than one (1) foot below grade level.

(b) Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall have the right to draw electricity and other utilities from the existing utilities on the Land or obtain separate utility service from any utility company that will provide service to the Land. A standby power generator ("Generator") for Lessee's exclusive use may only be utilized for emergency purposes. Lessee shall make a reasonable effort to utilize a Generator which is rated for low decibel emission levels relative to its service classification. The operation of the Generator shall not exceed seventy-two (72) consecutive hours at any time. Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Lessee or to the servicing utility company at no cost to Lessee, of an easement in, over across or through the Land as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to Lessor and the servicing utility company. With the permission of the servicing utility providers, all power or other utilities associated with the Premises shall be located underground.

(c) Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit B.

(d) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Lessor shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Lessee's use of such roadways.

7. **Interference.**

(a) Lessee shall operate the Lessee Facilities in a manner that will not cause interference to Lessor and other lessees or licensees of the Land, provided that their installations predate that of the Lessee Facilities. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements.

(b) Subsequent to the installation of the Lessee Facilities, Lessor shall not permit itself, its lessees or licensees to install new non-municipal equipment on the Land or property contiguous thereto owned or controlled by Lessor, if such equipment is likely to cause interference with Lessee's operations. Such interference shall be deemed a material breach by Lessor. Lessor shall make its best effort to resolve any interference issues which arise as a result of Lessor's placement of new municipal equipment on the Land or property contiguous thereto and Lessee shall cooperate with such efforts. For the purposes of this provision, "municipal equipment" shall include radio, electronic or other machinery or structures placed upon the Land pursuant to the Lessor's municipal obligation to provide for the health, safety or welfare of the community. In the event interference occurs, Lessor agrees to take all reasonable steps necessary to eliminate such interference, in a reasonable time period. In the event Lessor fails to comply with this paragraph, Lessee may terminate this Agreement and/or pursue any other remedies available under this Agreement at law and/or at equity.

8. **Taxes.** If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee Facilities. Lessor shall pay all real property taxes, assessments and deferred taxes on the Land.

9. **Waiver of Lessor's Lien.**

(a) Lessor waives any lien rights it may have concerning the Lessee Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

(b) Lessor acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of early termination to Lessor no later than thirty (30) days prior to the Commencement Date; or (iii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Lessee Facilities; or (iv) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference.

11. **Destruction or Condemnation.** If the Premises or Lessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. **Insurance.** Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein. Lessor shall be named as an additional insured on Lessee's policy. Lessee shall provide to Lessor a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date.

13. **Waiver of Subrogation.** Lessor and Lessee release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Premises or to the Lessee Facilities thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessor and Lessee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Lessor nor Lessee shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 12.

14. **Assignment and Subletting.**

Lessee may assign this Agreement or sublet or license the Premises or any portion thereof to any entity upon thirty (30) days written notification to Lessor by Lessee, subject to the assignee assuming all of Lessee's obligations herein. Upon assignment or subletting, Lessee shall be relieved of all future performance, liabilities, and obligations under this Agreement. Lessee shall have the right to sublet this Agreement without Lessor's consent. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein, including, but not limited to, those set forth in Paragraph 9 ("Waiver of Lessor's Lien") above. This Agreement shall run with the property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

15. **Warranty of Title and Quiet Enjoyment.** Lessor warrants that: (i) Lessor owns the Land in fee simple and has rights of access thereto and the Land is free and clear of all liens, encumbrances and restrictions; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises. Lessor agrees to indemnify and hold harmless Lessee from any and all claims on Lessee's leasehold interest.

16. **Repairs.** Lessee shall not be required to make any repairs to the Premises or Land unless such repairs shall be necessitated by reason of the default or neglect of Lessee. Lessee shall maintain the Premises and Lessee Facilities in a clean and safe condition, to Lessor's satisfaction. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

17. **Hazardous Substances.** Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within the Land in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean

petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal,

state or local law or regulation. This paragraph shall survive the termination of this Agreement.

18. **Liability and Indemnity.** Lessee shall indemnify and hold Lessor harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising or alleged to arise from the negligence or willful misconduct of Lessee or Lessee's agents or employees in or about the Land. Lessor shall indemnify and hold Lessee harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising or alleged to arise from the acts or omissions of Lessor or Lessor's agents, employees, licensees, invitees, contractors or other tenants occurring in or about the Land. The duties described in this Paragraph 18 shall survive termination of this Agreement.

19. **Relocation.**

(a) Once and only once during any Renewal Term specified in this Agreement, Lessor may, upon not less than twelve (12) months' prior written notice to Lessee, elect to have Lessee relocate its communications facility from the Premises to any other portion of the Land or any adjoining real property owned by the Lessor (the "Alternate Premises"), subject to the terms set forth below.

(b) The size, location and dimensions of the Alternate Premises shall be chosen by Lessor but must, in Lessee's reasonable judgment, be at least as suitable for purposes of operating a communications facility as the size, location and dimensions of the Premises. If the Alternate Premises are not suitable for Lessee's operations, as determined by Lessee in its reasonable judgment, then Lessor shall not require Lessee to relocate to such Alternate Premises and Lessee shall remain on the Premises until the expiration or earlier termination of this Agreement.

(c) Lessee shall not be required to relocate its communications facility to any location which would result in any deterioration or diminution of the quality of communication services or other services provided by Lessee from the Premises, nor shall Lessee be required to conduct such relocation in a manner which would cause any deterioration or diminution of such quality or which would cause any interruption of such service.

(d) The relocation of Lessee's communications facility to the Alternate Premises shall not cause the Rent payable under this Agreement to be increased.

(e) The relocation of Lessee's communications facility to the Alternate Premises shall be accomplished by Lessee at Lessor's sole cost and expense.

(f) Upon the relocation of Lessee's communications facility from the Premises to the Alternate Premises, all references in this Agreement to the Premises shall be deemed to be references to the Alternate Premises. Following such relocation, Lessee may, at its expense, prepare plans delineating the Alternate Premises, which shall then replace Exhibit "B" of this Agreement.

20. **Miscellaneous.**

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor: CITY OF DUARTE
1600 Huntington Drive
Duarte, CA 91010
Attn.: City Manager

Lessee: NEXTEL OF CALIFORNIA, INC.
P. O. Box 18138
Irvine, CA 92623-8138
Attn.: Property Manager

With a copy to: Nextel Communications, Inc.
1505 Farm Credit Drive
McLean, VA 22102
Attn.: Legal Dept., Contracts Manager

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) This Agreement shall be governed by the laws of the State of California.

(f) Lessor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C will be recorded by Lessee in the official records of the County where the Land is located. In the event the Land is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish to Lessee a non-disturbance and attornment instrument for each such mortgage or deed of trust.

(g) Lessee may obtain title insurance on its interest in the Land. Lessor shall cooperate by executing documentation required by the title insurance company.

MKT: LOS ANGELES
SITE#: CA6039A (Duarte)

(h) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

- (i) All Riders and Exhibits annexed hereto form material parts of this Agreement.
- (j) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR
CITY OF DUARTE

By: _____

Jesse H. Duff

Title: City Manager

Date: 9/17/98

Tax ID#: 95-600-5921

LESSEE
NEXTEL OF CALIFORNIA, INC., a
Delaware corporation, d/b/a Nextel Communications

By: _____

JOHN W. COMBS
PRESIDENT, SO. CA/SO. NV

Title: _____

Date: 10/1/98

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated September ____, 1998, by and between CITY OF DUARTE, as Lessor, and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Land is described and/or depicted as follows:

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 13, SECTION 30, TOWNSHIP 1 NORTH, RANGE 10 WEST, IN THE SUBDIVISION OF THE RANCHO AZUSA DE DUARTE, IN THE CITY OF DUARTE, AS PER MAP RECORDED IN BOOK 6, PAGES 80, 81 AND 82 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID LOT WITH THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF TRACT 13705, AS SHOWN ON A MAP RECORDED IN BOOK 318, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTHERLY ALONG SAID WESTERLY LINE 130.00 FEET, TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY 211.31 FEET TO THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF TRACT 14047, AS SHOWN ON A MAP RECORDED IN BOOK 335, PAGES 14 AND 15 OF MAPS, IN SAID OFFICE; THENCE EASTERLY ALONG SAID WESTERLY PROLONGATION AND SAID SOUTHERLY LINE 634.94 FEET, MORE OR LESS, TO THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 12 OF SAID TRACT 13705; THENCE SOUTHERLY ALONG SAID WESTERLY PROLONGATION OF LOT 12, 211.31 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 130.00 FEET NORTHERLY FROM THE NORTHERLY LINE OF SAID TRACT 13705; THENCE WESTERLY ALONG SAID PARALLEL LINE 634.94 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS, HYDROCARBONS OR OTHER MINERALS IN AND UNDER THE ABOVE DESCRIBED REAL PROPERTY WITHOUT THE RIGHT TO THE USE OF THE SURFACE OR SUBSURFACE TO A DEPTH OF 500 FEET, MEASURED VERTICALLY FROM THE SURFACE OF SAID REAL PROPERTY, BY DEED DATED MAY 28, 1985 AND RECORDED JUNE 11, 1985 AS INSTRUMENT NO. 85-654491.

and otherwise known as: 1400 Buena Vista Street, Duarte, California

APN: 8530-020-912

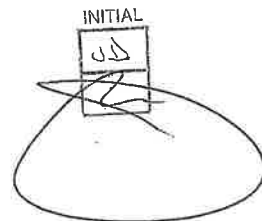
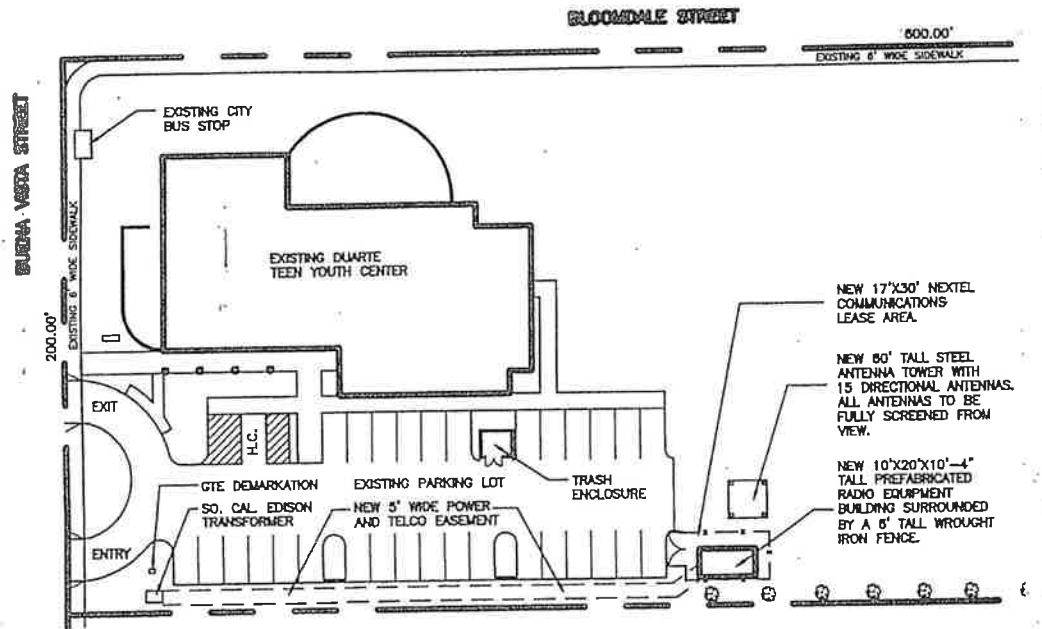


EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated September ____, 1998, by and between CITY OF DUARTE, as Lessor, and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Premises are described and/or depicted as follows:



Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, and mounting positions may vary from what is shown above.

INITIAL

CD

MEMORANDUM OF AGREEMENT

CLERK: Please return this document to: NEXTEL OF CALIFORNIA, INC.
P.O. Box 18138
Irvine, CA 92623-8138
Attn.: Property Manager

This Memorandum of Agreement is entered into on this ____ day of _____, 199____, by and between CITY OF DUARTE, with an office at 1600 Huntington Drive, Duarte, CA 91010 (hereinafter referred to as "Lessor"), and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications, with an office at P. O. Box 18138, Irvine, CA 92623-8138 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement (Ground) ["Agreement"] on the ____ day of September 1998, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on _____, 199____ and ending on _____, with five (5) successive five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LESSOR:
CITY OF DUARTE

LESSEE:
NEXTEL OF CALIFORNIA, INC., a
Delaware corporation, d/b/a Nextel Communications

By: _____

By: _____

Name: Jesse H. Duff

Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

STATE OF _____

COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My commission expires: _____

STATE OF _____

COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My commission expires: _____

INITIAL
JD
[Signature]

Prepared by and after recording return to:
TowerCo
Attention: Legal
5000 Valleystone Drive
Cary, NC 27519

(Recorder's Use Above This Line)

STATE OF CALIFORNIA

Parcel No: 8530-020-912

COUNTY OF LOS ANGELES

MEMORANDUM OF AGREEMENT

Document Date: NOVEMBER 29, 2011

Grantor/Lessor: CITY OF DUARTE, a municipal corporation
Address: 1600 Huntington Drive, Duarte, CA 91010-2534

Grantee/Lessee: TOWERCO ASSETS LLC, a Delaware limited liability company
Address: 5000 Valleystone Drive, Cary, NC 27519

Legal Description of the Land is attached as Attachment A on Page 5

THE UNDERSIGNED GRANTOR DECLARES
DOCUMENTARY TRANSFER TAX IS -0-
X TERM OF LEASE, INCL. OPTIONS UNDER 35 YEARS
COMPUTED ON FULL VALUE OF PROPERTY
COMPUTED ON FULL VALUE LESS VALUE OF LIENS
OR ENCUMBRANCES REMAINING AT THE TIME OF SALE
UNINCORPORATED AREA CITY OF _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Memorandum") is entered into on this 29th day of November, 2011, by and between **CITY OF DUARTE**, a municipal corporation, having a mailing address of 1600 Huntington Drive, Duarte, CA 91010-2534 (hereinafter referred to as "Landlord"), and **TOWERCO ASSETS LLC**, a Delaware limited liability company, having a mailing address of 5000 Valleystone Drive, Cary, NC 27519 (hereinafter referred to as "Tenant").

1. Landlord and Nextel of California, Inc., a Delaware corporation d/b/a Nextel Communications ("Sprint/Nextel"), entered into that certain unrecorded Communications Site Lease Agreement (Ground) dated October 1, 1998, as amended, if applicable (as amended, the "Agreement"), for approximately eight hundred (800) square feet of certain real property, plus applicable easements, which are located on a portion of that certain parcel of real property owned by Landlord located in the County of Los Angeles, State of California described in **ATTACHMENT A** attached hereto (the "Land").
2. Sprint/Nextel assigned all its right, title and interest in, to and under the Agreement to Tower Entity 7 LLC, a Delaware limited liability company ("Tower Entity"), by that certain Assignment and Assumption of Ground Lease dated September 23, 2008 and recorded as Instrument No. 20090187354 among the official records of the County of Los Angeles, State of California.
3. Thereafter, Tower Entity was acquired by and merged into Tenant.
4. The term of the Agreement is for five (5) years commencing on October 14, 1998.
5. The Agreement may be extended for five (5) successive five (5) year terms.
6. The purpose of the Memorandum is to give record notice of the Agreement and of the rights created thereby, all of which are hereby confirmed. The terms of the Agreement are incorporated herein by reference. In the event of a conflict between the terms of this Memorandum or the addition of any terms in this Memorandum which are not contained in the Agreement, such conflicting or additional terms shall be deemed to be part of the Agreement and shall otherwise amend the Agreement and be controlling.
7. This Agreement may be executed in two or more counterparts, all of which shall be considered the same agreement and shall become effective when one or more counterparts have been signed by the each of the parties.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

LANDLORD:

CITY OF DUARTE, a municipal corporation

By: [Signature]
Name: Darrell J. George
Title: City Manager

Date: 11-21-11

LANDLORD ACKNOWLEDGMENT

State of California

County of Los Angeles

On November 21, 2011, before me, Marla Akana, Notary Public
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

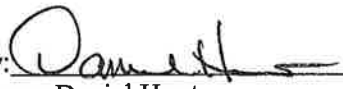
Marla Akana
Signature of Notary Public

(Notary Seal)



TENANT:

TOWERCO ASSETS LLC, a Delaware
limited liability company

By: 
Name: Daniel Hunt
Title: Vice President and CFO
Date: 11/29/11

TENANT ACKNOWLEDGMENT

State of North Carolina

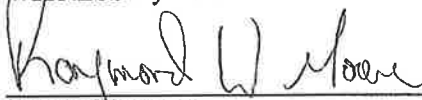
County of Wake

On November 29, 2011 before me, Raymond W Moore, Notary Public
(Here insert name and title of the officer)

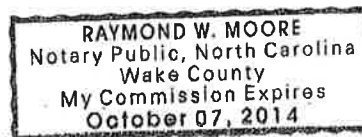
personally appeared Daniel Hunt, Vice President and CFO,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by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

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

WITNESS my hand and official seal.


Signature of Notary Public

(Notary Seal)



ATTACHMENT A
LAND

That portion of Lot 13, Section 30, Township 1 North, Range 10 West, in the Subdivision of Rancho Azusa de Duarte, in the City of Duarte, County of Los Angeles, State of California, as per map recorded in Book 6, Pages 80, 81 and 82, of Miscellaneous Records.

Parcel No: 8530-020-912



Agenda Item:	9H
CM Review:	
Fiscal Review:	

AGENDA REPORT

MEETING DATE: February 8, 2022

TO: Mayor and Members of the City Council

FROM: Craig Hensley, AICP, Community Development Director

SUBJECT: Support for the Brand- Huang-Mendoza Tripartisan Land Use Initiative

RECOMMENDATION: Adopt Resolution 22-06, supporting the Huang-Mendoza Tripartisan Land Use Initiative to restore local control over zoning and land use decisions

FISCAL IMPACT: No impact

BACKGROUND

The State has enacted several laws in the past few years that have limited or eliminated local control over land use issues. Recent examples are SB 9 and 10 and regulations governing accessory dwelling units (ADU) is another example. The proposed Brand-Huang-Mendoza Tripartisan Land Use Initiative (Initiative) would restore local control over zoning and land use decisions by preventing the State from usurping those powers from local governments.

The goal of the initiative is to help restore a balance of power between state and local government by putting communities back in charge of local land use decisions and encouraging state legislators to remain focused on matters that are truly of statewide concern, like working with local communities to implement real solutions to California's affordable housing crisis.

Several other California cities and agencies have already adopted a similar resolution including: Anaheim, Beverly Hills, Cupertino, Corona, El Segundo, Fullerton, Gilroy, Hawthorne, Hermosa Beach, Manhattan Beach, Mission Viejo, Monte Sereno, Newport Beach, Oceanside, Ontario, Lomita, Murrieta, Palos Verdes Estates, Rancho Palos Verdes, Rancho Santa Margarita, Redondo Beach, Rolling Hills Estates, San Dimas, San Marcos, San Marino, Saratoga, Torrance, Yorba Linda, Yucaipa, Solana Beach, San Marcos, Oceanside, Burbank, Manhattan Beach, Orange, Laguna Niguel, Del Mar, South Bay Cities COG, Southern California Association of Governments (SCAG) and the California Contract Cities Association

More information about the initiative is available from the organization Our Neighborhood Voices (ourneighborhoodvoices.com).

DISCUSSION/ANALYSIS

In August 2021, a group of proponents filed the Initiative, with the goal of placing an initiative on the ballot for the November 8, 2022 General Election. The measure would amend the State Constitution to ensure zoning, land use and development decisions are made at the local level. The proposed Resolution expresses Duarte's support for the Initiative, and emphasizes the City Council's belief that local government control over land use matters is the best way to assess and meet the needs of the community. Many of the land use regulations that the State have mandated are simply poor planning policy.

Duarte is doing its part to address the housing crisis in California. The City has adopted the Town Center Specific Plan and the Duarte Station Specific Plan that greatly increased the density of development allowed and the overall number of residential units allowed in the city. And these efforts have worked to produce units with The Huntington (161 units) recently completed, Esperanza (344 units) in construction and Solana (292 units) approved and in plan check with permits expected in the early part of the year. This adds to the recently completed Oliva (25 units) and Third Street Townhomes (18 units); just to name a few. Every one of these projects were based on excellent urban planning principles, in fact, the two specific plans received awards for planning excellence. These areas were chosen for higher density because of proximity to light rail and bus lines and because there was adequate infrastructure to accommodate the development. In other words, good land use planning. Yet, the State has imposed multiple laws that limit or eliminate local control over land use issues. Examples are SB 9, SB 10 and laws governing accessory dwelling units. These and similar laws: do not address affordable housing, limit cities ability to reduce development in high fire risk areas, limit the ability to require owner occupancy when single family properties are expanded and set unrealistic setback and other development standards; standards that are one size fits all rather than real land use planning.

SB 9 requires cities to ministerially approve duplexes on single-family lots and lot splits of single family lots, so it would be possible to go from one unit to four units on a single family property. The good of the neighborhood and community is no longer the measurement for approval. The duplex and lot split ability is available even if the property is in a high fire risk zone, if the neighborhood has narrow streets and a history of on street parking problems or if there is limited access to utilities. ADU law limits a city's ability to place restrictions on owner occupancy, size of unit, affordability and other standards that could make neighborhoods better.

Support for this initiative expresses the position that the residents and City Council in Duarte are better equipped to make land use law that the State. The initiative specifically states:

- (a) The circumstances and environmental impacts of local land use decisions vary greatly across the state from locality to locality.
- (b) The infrastructure required to maintain appropriate levels of public services, including police and fire services, parklands and public open spaces, transportation, water supply, schools, and sewers varies greatly across the state from locality to locality.

(c) Land use decisions made by local officials must balance development with public facilities and services while addressing the economic, environmental, and social needs of the particular communities served by those local officials.

(d) Thus, it is in the best interests of the state and local communities for these complex decisions to be made at the local level to ensure that the specific, unique characteristics, constraints, and needs of those communities are properly analyzed and addressed.

(e) Gentrification of housing adjacent to public transportation will reduce or eliminate the availability of low or very low income housing near public transit, resulting in the loss of access by low or very low income persons to public transit, declines in public transit ridership, and increases in vehicle miles travelled.

(f) The State Legislature cannot properly assess the impacts upon each community of sweeping centralized and rigid state land use rules and zoning regulations that apply across the state without regard to community impacts and, as a result, statewide land use and zoning will do great harm to local communities with differing circumstances and concerns.

(g) Community development should not be controlled by state planners, but by local governments that know and can address the needs of, and the impacts upon, local communities. Local initiatives approved by voters pertaining to land use and zoning restrictions should not be nullified or superseded by the actions of any local or state legislative body.

(h) Numerous state laws that target communities for elimination of zoning standards have been enacted, and continue to be proposed, that eliminate or erode local control over local development and circumvent the California Environmental Quality Act (“CEQA”), creating the potential for harmful environmental impacts to occur.

(i) The purpose of this measure is to ensure that all decisions regarding local land use controls, including zoning law and regulations, are made by the affected communities in accordance with applicable law, including but not limited to CEQA (Public Resources Code § 21000 et seq.), the California Fair Employment and Housing Act (Government Code §§ 12900 – 12996), prohibitions against discrimination (Government Code § 65008), and affirmatively furthering fair housing (Government Code § 8899.50). This constitutional amendment would continue to provide for state control in the coastal zone, the siting of a power plant that can generate more than 50 megawatts of electricity, or the development or construction of water, communication or transportation infrastructure projects which the Legislature declares are matters of statewide concern and are in the best interests of the state. For purposes of this measure, it is the intent that a transportation infrastructure project shall not include a transit-oriented development project that is residential, commercial, or mixed-use.

RECOMMENDATION

Adopt Resolution 22-06, supporting the Huang-Mendoza Tripartisan Land Use Initiative to restore local control over zoning and land use decisions.

FISCAL IMPACT

No impact.

ATTACHMENTS

Attachment A – Resolution 22-06

Attachment B – Huang-Mendoza Tripartisan Land Use Initiative

Attachment C – Legislative Analyst's Office Fiscal Impact Report

RESOLUTION 22-06**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE EXPRESSING SUPPORT FOR THE “BRAND-HUANG-MENDOZA TRIPARTISAN LAND USE INITIATIVE” TO AMEND ARTICLE XI OF THE CONSTITUTION OF THE STATE OF CALIFORNIA TO MAKE ZONING AND LAND USE COMMUNITY AFFAIRS, AND NOT OF STATE INTEREST**

WHEREAS, the State of California has proposed, passed, and signed into law a number of bills addressing a range of land use planning and housing issues; and

WHEREAS, the majority of these bills usurp the authority of local jurisdictions to determine for themselves the land use policies and practices that best suit each city and its residents and instead impose “one-size-fits-all” mandates that do not take into account the unique needs and differences of local jurisdictions throughout the State of California; and

WHEREAS, the majority of these bills do not provide any incentives or requirements for low-income affordable or moderate income workforce housing, but instead impose new policies that will incentivize speculation and result in the addition of market-rate or luxury housing, thereby eliminating the opportunity for local jurisdictions to implement effective policies that will create more affordable housing and affirmatively further fair housing practices; and

WHEREAS, the ability of local jurisdictions to determine for themselves which projects require review beyond ministerial approval; what parking requirements are appropriate for various neighborhoods; what housing plans and programs are suitable and practical for each community; and what zoning should be allowed for residential properties, rather than having these decisions imposed upon cities without regard for the unique circumstances and needs of each individual community, is a matter of critical importance to the City of Duarte and many other municipalities focused on local zoning and housing issues; and

WHEREAS, the City Council of the City of Duarte hereby determines that local government entities are best able to assess and respond to the unique needs of their respective communities and hereby objects to the proliferation of State legislation (including SB 9 and SB 10) that would deprive us of that ability.

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

SECTION 1. That the City Council is opposed to the legislature of the State of California continually proposing and adopting legislation that overrides the zoning and land use authority of local government and inhibits the ability of local government to effectively plan for and implement policies to stimulate the efficient production of affordable housing in the government and inhibits the ability of local government to effectively plan for and implement policies to stimulate the efficient production of affordable housing in the City of Duarte.

SECTION 2. That the City Council supports the Brand-Huang-Mendoza Tripartisan Land Use Initiative (Exhibit A) to ensure that zoning and land use authority rests with the local government entities that represent the communities in which the residents reside, and to allow local government to participate in solving our affordable housing crisis through solutions that effectively address the unique needs and conditions of each local community.

SECTION 3. That the City Council incorporates each recital set forth herein above.

PASSED, APPROVED, AND ADOPTED this 8th day of February, 2022.

Margaret Finley
Mayor

APPROVED AS TO FORM:

Thai Viet Phan
Assistant City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 22-06 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 8th day of February 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Annette Juarez
City Clerk

November 1, 2021
Initiative 21-0016 (Amdt. 1)

The Attorney General of California has prepared the following title and summary of the chief purpose and points of the proposed measure:

PROVIDES THAT LOCAL LAND-USE AND ZONING LAWS OVERRIDE

CONFLICTING STATE LAWS. INITIATIVE CONSTITUTIONAL AMENDMENT.

Provides that city and county land-use and zoning laws (including local housing laws) override all conflicting state laws, except in certain circumstances related to three areas of statewide concern: (1) the California Coastal Act of 1976; (2) siting of power plants; or (3) development of water, communication, or transportation infrastructure projects. Prevents state legislature and local legislative bodies from passing laws invalidating voter-approved local land-use or zoning initiatives. Prohibits state from changing, granting, or denying funding to local governments based on their implementation of this measure. Summary of estimate by Legislative Analyst and Director of Finance of fiscal impact on state and local governments: **Fiscal effects of the measure depend on future decisions by the cities and counties and therefore are unknown.**

(21-0016A1.)

SECTION 1. The people of the State of California find and declare all of the following:

- (a) The circumstances and environmental impacts of local land use decisions vary greatly across the state from locality to locality.
- (b) The infrastructure required to maintain appropriate levels of public services, including police and fire services, parklands and public open spaces, transportation, water supply, schools, and sewers varies greatly across the state from locality to locality.
- (c) Land use decisions made by local officials must balance development with public facilities and services while addressing the economic, environmental, and social needs of the particular communities served by those local officials.
- (d) Thus, it is in the best interests of the state and local communities for these complex decisions to be made at the local level to ensure that the specific, unique characteristics, constraints, and needs of those communities are properly analyzed and addressed.
- (e) Gentrification of housing adjacent to public transportation will reduce or eliminate the availability of low or very low income housing near public transit, resulting in the loss of access by low or very low income persons to public transit, declines in public transit ridership, and increases in vehicle miles travelled.
- (f) The State Legislature cannot properly assess the impacts upon each community of sweeping centralized and rigid state land use rules and zoning regulations that apply across the state without regard to community impacts and, as a result, statewide land use and zoning will do great harm to local communities with differing circumstances and concerns.
- (g) Community development should not be controlled by state planners, but by local governments that know and can address the needs of, and the impacts upon, local communities. Local initiatives approved by voters pertaining to land use and zoning restrictions should not be nullified or superseded by the actions of any local or state legislative body.
- (h) Numerous state laws that target communities for elimination of zoning standards have been enacted, and continue to be proposed, that eliminate or erode local control over local development and circumvent the California Environmental Quality Act ("CEQA"), creating the potential for harmful environmental impacts to occur.
- (i) The purpose of this measure is to ensure that all decisions regarding local land use controls, including zoning law and regulations, are made by the affected communities in accordance with applicable law, including but not limited to CEQA (Public Resources Code § 21000 et seq.), the California Fair Employment and Housing Act (Government Code §§ 12900 – 12996), prohibitions against discrimination (Government Code § 65008), and affirmatively furthering fair housing (Government Code § 8899.50). This constitutional amendment would continue to provide for state control in the coastal zone, the siting of a power plant that can generate more than 50 megawatts of electricity, or the development or construction of water, communication or transportation infrastructure projects which the Legislature declares are matters of statewide concern and are in the best interests of the state. For purposes of this measure, it is the intent that a transportation infrastructure project shall not include a transit-oriented development project that is residential, commercial, or mixed-use.

SECTION 2. Section 4.5 is added to Article XI of the California Constitution, to read:

SEC. 4.5. (a) Except as provided in subdivision (b), in the event of a conflict with a state statute, a county charter provision, general plan, specific plan, ordinance or a regulation adopted pursuant to a county charter, that regulates the zoning, development or use of land within the boundaries of an unincorporated area of the county shall be deemed a county affair within the meaning of Section 4 and shall prevail over a conflicting state statute. No voter approved local initiative that regulates the zoning, development or use of land within the boundaries of any county shall be overturned or otherwise nullified by any legislative body.

(b) A county charter provision, general plan, specific plan, ordinance or a regulation adopted and applicable to an unincorporated area within a county, may be determined only by a court of competent jurisdiction, in accordance with Section 4, to address either a matter of statewide concern or a county affair if that provision, ordinance, or regulation conflicts with a state statute with regard to only the following:

- (1) The California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), or a successor statute.
- (2) The siting of a power generating facility capable of generating more than 50 megawatts of electricity and the California Public Utilities Commission has determined that a need exists at that location that is a matter of statewide concern.
- (3) The development or construction of a water, communication or transportation infrastructure project for which the Legislature has declared in statute the reasons why the project addresses a matter of statewide concern and is in the best interests of the state. For purposes of this paragraph, a transportation infrastructure project does not include a transit-oriented development project, whether residential, commercial, or mixed-use.

(c) No modification to appropriations for state funded programs shall occur, and no state grant applications or funding shall be denied as a result of the application of this section. No benefit or preference in state appropriations or grants shall be given to an entity that opts not to utilize the provisions of this section.

(d) The provisions of this section are severable. If any provision of this section or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SECTION 3. Section 5.5 is added to Article XI of the California Constitution, to read:

SEC. 5.5. (a) Except as provided in subdivision (b), in the event of a conflict with a state statute, a city charter provision, general plan, specific plan, ordinance or a regulation adopted pursuant to a city charter, that establishes land use policies or regulates zoning or development standards within the boundaries of the city shall be deemed a municipal affair within the meaning of Section 5 and shall prevail over a conflicting state statute. No voter approved local initiative that regulates the zoning, development or use of land within the boundaries of any city shall be overturned or otherwise nullified by any legislative body.

(b) A city charter provision, general plan, specific plan, ordinance or a regulation adopted pursuant to a city charter, may be determined only by a court of competent jurisdiction, in accordance with Section 5, to address either a matter of statewide concern or a municipal affair

if that provision, ordinance, or regulation conflicts with a state statute with regard to only the following:

- (1) The California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), or a successor statute.
- (2) The siting of a power generating facility capable of generating more than 50 megawatts of electricity and the California Public Utilities Commission has determined that a need exists at that location that is a matter of statewide concern.
- (3) The development or construction of a water, communication or transportation infrastructure project for which the Legislature has declared in statute the reasons why the project addresses a matter of statewide concern and is in the best interests of the state. For purposes of this paragraph, a transportation infrastructure project does not include a transit-oriented development project, whether residential, commercial, or mixed-use.

(c) No modification to appropriations for state funded programs shall occur, and no state grant applications or funding shall be denied as a result of the application of this section. No benefit or preference in state appropriations or grants shall be given to an entity that opts not to utilize the provisions of this section.

(d) The provisions of this section are severable. If any provision of this section or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SECTION 4. Section 7 of Article XI of the California Constitution is amended to read:

SEC. 7. (a) A county or city may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations ~~not that are not, except as provided in subdivision (b),~~ in conflict with general laws. A county or city may not supersede or otherwise interfere with any voter approved local initiative pertaining to land use or zoning restrictions.

(b) A county or city general plan, specific plan, ordinance or regulation that regulates the zoning, development or use of land within the boundaries of the county or city shall prevail over conflicting general laws, except for only the following:

(A) A coastal land use plan, ordinance or regulation that conflicts with the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), or a successor statute.

(B) An ordinance or regulation that addresses the siting of a power generating facility capable of generating more than 50 megawatts of electricity and the California Public Utilities Commission has determined that a need exists at that location that is a matter of statewide concern.

(C) An ordinance or regulation that addresses the development or construction of a water, communication or transportation infrastructure project for which the Legislature has declared in statute the reasons why the project addresses a matter of statewide concern and is in the best interests of the state. For purposes of this subparagraph, a transportation infrastructure project does not include a transit-oriented development project, whether residential, commercial, or mixed-use.

(c) No modification to appropriations for state funded programs shall occur, and no state grant applications or funding shall be denied as a result of the application of this section. No benefit or preference in state appropriations or grants shall be given to an entity that opts not to utilize the provisions of this section.

(d) The provisions of this subdivision are severable. If any provision of this subdivision or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.



October 15, 2021

RECEIVED

OCT 15 2021

Hon. Rob Bonta
Attorney General
1300 I Street, 17th Floor
Sacramento, California 95814

INITIATIVE COORDINATOR
ATTORNEY GENERAL'S OFFICE

Attention: Ms. Anabel Renteria
Initiative Coordinator

Dear Attorney General Bonta:

Pursuant to Elections Code Section 9005, we have reviewed the proposed initiative regarding local land use (A.G. File No. 21-0016, Amendment #1).

Background

State-Local Responsibilities. The state, counties, and cities generally have different responsibilities, and fund and administer different services. Cities are responsible for local needs, such as planning, to accommodate needed housing, police and fire protection, and local roads. Counties provide similar services in areas outside of cities—unincorporated areas. Counties also administer countywide services on behalf of the state, such as health and human services programs, jails, and elections. Cities and counties provide these services using a combination of local, state, and federal funding. In some cases, such as for many human services programs operated by counties, the state provides certain revenue sources to local governments. In other cases, such as some housing programs, the state sets aside grant funding for cities and counties based on varying programmatic requirements.

Local Initiatives. Local voters generally have the authority to enact initiatives that override laws passed by local legislative bodies—city councils or boards of supervisors. Laws enacted by voters through a local initiative can only be modified by subsequent voter approved local initiatives, except if the initiative allows otherwise. Although local initiatives can override laws passed by local legislative bodies, they do not override state laws.

Authority of General Law and Charter Cities and Counties. The State Constitution allows for city and county local affairs to be governed under either the general laws of the state or under a charter adopted by local voters. Charter cities for local matters generally, and charter counties only for certain local matters, have authority to adopt their own laws which generally supersede state law. Although the State Constitution does not define local affairs, case law suggests that they include local elections, and local government contracting and employees. Despite a charter, cities and counties are subject to the U.S. Constitution, federal laws, the California Constitution, and state laws regarding matters of statewide concern. In contrast, general law cities and counties have less

Legislative Analyst's Office
California Legislature
Gabriel Petek, Legislative Analyst
925 L Street, Suite 1000, Sacramento, CA 95814
(916) 445-4656

authority to act locally as local actions must be consistent with state law. Of California's 58 counties, 14 currently are charter counties. Of California's 482 cities, 121 are charter cities.

Zoning, Land Use, and Housing. Both general law and charter cities and counties in California make most decisions about when, where, and what type of housing will be built. Cities and counties enact zoning ordinances to set property-specific land use requirements. A community's zoning ordinance typically defines how each property can be used and its form. Use dictates the category of development that is permitted on the property—such as single-family residential, multifamily residential, or commercial. Form dictates building height and width, the share of land covered by buildings, and the distance of buildings from neighboring properties and roads. Rules about use and form effectively determine how many housing units can be built on a particular site. A site with one- or two-story height limits and requirements for large distances from surrounding properties typically can accommodate only single-family homes. Conversely, a site with height limits over 100 feet and relatively smaller required distances between properties can accommodate higher-density housing such as multistory apartments. By dictating how many sites housing can be built on and at what densities, zoning controls how much housing a community can accommodate.

State Has Special Jurisdiction Over Land Use Decisions in Areas of Statewide Concern.

Currently, the local affairs rule does not prohibit the state from regulating zoning or land use when necessary to address a statewide concern. For example, state law requires cities and counties to carry out certain planning exercises that attempt to ensure they can accommodate needed home building. In addition, recent housing legislation requires, in some limited cases, local governments to streamline housing approvals and build more dense housing. This legislation declares that ensuring access to affordable housing is a matter of statewide concern and not a local affair. In recent years, the state increasingly has seen issues of zoning and land use as matters of statewide concern. Nevertheless, local governments retain significant control over zoning, land use, and housing.

Proposal

Specifies Local Laws Related to Zoning or Land Use Generally Prevail Over Conflicting State Laws. This measure would amend the California Constitution to specify that actions by a charter city or county related to zoning, development, or land use—hereafter referred to as local laws—would be a local affair and prevail over conflicting state laws. The measure also specifies that zoning and land use laws in general law cities and counties would prevail over conflicting state general law. Consequently, under the measure, local laws that currently conflict with state law generally would become enforceable. Moreover, local initiatives related to zoning or land use not only would prevail over laws passed by local governing bodies but also state law. While the state could continue to enact legislation related to local zoning and land use, rather than follow state law, cities and counties could enact conflicting laws. These local laws generally would prevail over state law.

Identifies Areas of Statewide Concern Where State Law Could Continue to Prevail. The measure identifies certain areas in which courts could determine whether state laws could continue to prevail over local laws. This authority extends to zoning or land use in: (1) the coastal zone; (2) the siting of a power plant that can generate more than 50 megawatts of electricity; or (3) the development of water, communications, or transportation infrastructure projects that the state declares are matters of statewide concern. These same exemptions apply to general law cities and counties, although no court ruling is necessary.

Limits State's Discretion When Appropriating State Funds. The measure amends the California Constitution to specify that the state could not modify how it appropriates state funding as a result of this measure. Specifically, the state could not deny funding to cities or counties that opt to enact zoning or land use laws that conflict with state law. Furthermore, the state could not provide a preference in appropriating state funding to local governments that choose to conform with state law related to zoning or land use.

Major Fiscal Effects

Some Existing State Allocations to Local Governments Likely Would Need to Change. Some funding provided by the state to local governments is based on local governments' progress toward meeting state goals for housing. Because the measure could restrict the state's ability to distribute funds in this manner, the state likely would need to reallocate funding among local governments differently.

Broader Fiscal Effects of the Measure Unknown. The measure would make significant changes to state and local authority over zoning and land use decisions. In some cases, previously unenforceable laws could become operative at the local level immediately. In other cases, local governments could enact new laws. If cities and counties adopt zoning and land use laws that restrict housing development, housing costs could increase and potentially constrain economic growth. Alternatively, if cities and counties adopt laws that spur housing development, economic growth could accelerate. The ultimate fiscal effects of the measure on the state and local governments will depend on decisions by the state's 482 cities and 58 counties.

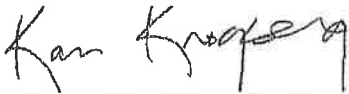
Summary of Fiscal Effects. We estimate that this measure would have the following major fiscal effects.

- Fiscal effects of the measure depend on future decisions by the cities and counties and therefore are unknown.

Sincerely,



for Gabriel Petek
Legislative Analyst



for Keely Martin Bosler
Director of Finance



AGENDA REPORT

MEETING DATE: February 8, 2022

TO: Mayor and Members of the City Council

FROM: Dan Jordan, City Manager

BY: Annette Juarez, City Clerk

SUBJECT: Adoption of Resolution No. 22-07 reauthorizing teleconferenced public meetings pursuant to Assembly Bill 361

RECOMMENDATION: Adopt Resolution No. 22-07 reauthorizing teleconferenced public meetings pursuant to Assembly Bill 361

FISCAL IMPACT: There is no fiscal impact.

BACKGROUND

On September 16, 2021, Governor Gavin Newsom signed Assembly Bill 361 (AB361) which allows remote meetings to continue during proclaimed states of emergency through January 1, 2024. AB361 modifies the teleconferencing requirements of the Ralph M. Brown Act to allow a legislative body to meet without granting public access to the locations where members of the body are teleconferencing, such as their private residences.

At its October 12, 2021 meeting, the City Council adopted Resolution No. 21-22 authorizing teleconferenced meetings. AB361 requires that the City Council make these findings by a majority vote every 30 days, should the State of Emergency remain active, in order to continue invoking the Brown Act exemption to teleconferencing rules. As such, the City Council adopted Resolutions reauthorizing teleconferenced meetings at its November 9, 2021, December 14, 2021, and January 11, 2022 meetings.

DISCUSSION/ANALYSIS

To continue meeting remotely under the provisions of AB361 and continue invoking the Brown Act exemption to teleconferencing rules, the City Council must adopt subsequent resolutions each month reauthorizing teleconferenced meetings.

Additionally, the following circumstances must exist:

1. There is a proclaimed State of Emergency; **and**

2. The City of Duarte or State of California continue to recommend measures to promote social distancing, or, due to the State of Emergency, the City Council determines that meeting in person would present imminent risks to the health or safety of attendees.

In addition to giving notice of the meeting and posting agendas as required under the Brown Act, AB361 requires that local agencies do the following:

- Provide notice of the means in which members of the public may access the meeting and offer public comment;
- In the event of a service disruption which prevents members of the public from offering public comment, the legislative body may not take any action on agenda items until service is restored;
- Provide an opportunity for the public to comment in real time; and
- Provide a reasonable amount of time for the public to offer comment.

RECOMMENDATION

Adopt Resolution No. 22-07 reauthorizing teleconferenced public meetings pursuant to Assembly Bill 361.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENTS

Resolution No. 22-07

RESOLUTION NO. 22-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, REAUTHORIZING TELECONFERENCED PUBLIC MEETINGS PURSUANT TO ASSEMBLY BILL 361

WHEREAS, in response to COVID-19, California Governor Gavin Newsom issued a Proclamation of a State of Emergency on March 4, 2020; and

WHEREAS, Governor Newsom issued Executive Order N-29-20, which suspended and modified the teleconferencing requirements under the Ralph M. Brown Act on March 17, 2020, to allow legislative bodies the opportunity to hold public meetings via teleconference; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21 which extended the provision of N-29-20 concerning the conduct of public meetings through September 30, 2021; and

WHEREAS, Assembly Bill 361 modifies the teleconferencing requirements of the Ralph M. Brown Act to allow a legislative body to meet without granting members of the public access to the locations where members of the body are teleconferencing; and

WHEREAS, Assembly Bill 361 requires that there is a Proclaimed State of Emergency; and one of the following exist: the City of Duarte or State of California continue to recommend measures to promote social distancing or, due to the State of Emergency, the City Council determines that meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, at its October 12, 2021 meeting, the City Council adopted Resolution No. 21-22 authorizing teleconferenced meetings and recommending measures to promote social distancing; and

WHEREAS, at its November 9, 2021, December 14, 2021, and January 11, 2022 meetings, the City Council adopted Resolution No. 21-25, Resolution No. 21-28, and Resolution No. 22-01 reauthorizing teleconferenced meetings and recommending measures to promote social distancing; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, DOES HERBY RESOLVE AS FOLLOWS:

SECTION 1: As required by Assembly Bill 361, the City Council has considered the circumstances of the State of Emergency and has found that the Proclaimed State of Emergency still exists.

SECTION 2: As required by Assembly Bill 361, the City Council continues to recommend measures to promote social distancing.

SECTION 3: This Resolution shall take effect immediately upon its adoption and shall be effective for not less than 30 days after its adoption.

SECTION 4: The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 8th day of February 2022.

Margaret Finlay
Mayor

APPROVED AS TO FORM:

Thai Viet Phan
Assistant City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 22-07 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 8th day of February 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Annette Juarez
City Clerk



AGENDA REPORT

MEETING DATE: February 8, 2022

TO: Mayor and Members of the City Council

FROM: Kristen Petersen, Director of Administrative Services

SUBJECT: Council Chambers Camera and Broadcast Equipment Replacement

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to sign the quote from Avidex to purchase and install replacement equipment for the Council Chambers camera and broadcast equipment and approve a budget amendment of \$51,000 to the PAEG Fund to fund the work.

FISCAL IMPACT: The proposed contract amount is \$46,498.91. This will be funded by the Public Access, Education and Government Fund. A budget amendment to the 2021-22 Fiscal Year Budget is included in the requested Council Action.

BACKGROUND

Most of the equipment in the Council Chambers that is used for the recordation and broadcasting of City Council and Planning Commission meetings was installed in 2014 when the live broadcasting of meetings began. Over the years, we have been able to repair and replace equipment in order to continue and enhance its use. Recently the switcher, which is the input for all cameras and the computer in the Council Chambers, stopped working and as a result, the City is currently unable to live stream City Council and Planning Commission meetings to Granicus.

DISCUSSION/ANALYSIS

The attached quote provides for the purchase and installation of the equipment that will be needed to repair the existing system and enable us to live broadcast City Council and Planning Commission meetings once again. Please note that we have been assured that the equipment being replaced will be compatible with any upgrades to the system that may need to take place in the next few years.

Staff is recommending that PAEG funds be used for this work. PAEG funds are fees paid by Charter Communications pursuant to the State's Digital Infrastructure and Video Competition Act of 2006 and can only be used for government, public access or education related capital projects.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to sign the quote from Avidex to purchase and install replacement equipment for the Council Chambers camera and broadcast equipment and approve a budget amendment of \$51,000 to the PAEG Fund to fund the work.

FISCAL IMPACT

The proposed contract amount is \$46,498.91. This will be funded by the Public Access, Education and Government Fund. A budget amendment to the 2021-22 Fiscal Year Budget is included in the requested Council Action.

ATTACHMENT

Attachment 1 – Camera and Broadcast equipment quote



City of Duarte

Larry Breceda
1600 Huntington Drive
Duarte, CA 91010-2592

Tel: 626-357-7938,x315

Quote

2/2/2022

Project Number: 39573REV-2

Board Room Camera system -New rev2

Al Martinez
Sales Engineer

Ship To:

City of Duarte
Camera Upgrade- Broadcast equipment

Scope of work

- * Provide/Install (4) Panasonic PTZ Cameras in the Boardroom/Council Chambers MPR
- * Provide/Install (1) Camera PTZ Controller
- * Provide/Install (1) Video Camera Switcher with SDI Input
- * provide/Install (1) Video Control Panel Console
- * Provide/Install (1) Video Recorder, Provide (2) SSD 500GB Cards, 1TB External Recorder & external SD cards
- * Provide/Install (1) SDI Distribution, & SDI converters for Signal Flow to other devices
- * Remove existing Vaddio Cameras, Switcher, and equipment

Mfr-Part No.	Qty	Description	Unit Price	Extended
CAMERA VIDEO SWITCHER				
BMD-SWATEMPSW1ME4K	1	ATEM 1 M/E Production Studio 4K	2,409.94	2,409.94
BMD-SWPANELADV1ME	1	ATEM 1 M/E Advanced Panel	2,974.03	2,974.03
Extron-60-1489-01	1	HDMI to HDMI Scaler	494.12	494.12
BMD-CONVMBSH4K6G	2	SDI to HDMI 6G Mini Converter	178.69	357.38
BMD-CONVMBHS24K6G	2	Mini Converter - HDMI to SDI 6G	140.06	280.12
BMD-CONVMSDIDA4K	1	Mini Converter - SDI Distribution 4K	284.94	284.94
CAMERA PTZ CONTROLLER				
Panasonic AW-RP60GJ5	1	COMPACT 3.5 LCD PTZ CONTROLLER	2,314.77	2,314.77
Panasonic AW-PS551P	1	POWER SUPPLY FOR PT AND CAMERAS	669.32	669.32
Panasonic AW-HE42W	4	AW-HE42, 3G SDI, OPTICAL IMAGE STABILIZER, HD	3,757.14	15,028.56
Panasonic FEC-40WMK	4	Wall Mount	172.50	690.00
Cisco CBS350-24P-4G-NA	1	CBS350 Managed 24-port GE, PoE, 4x1G SFP	632.94	632.94
RECORDER				
BMD-HYPERD/ST/DG4P	1	HyperDeck Studio 4K Pro	1,444.03	1,444.03
Samsung MZ-77E500BW	2	SSD 870 EVO SATA III 2.5 inch 500GB	211.76	423.52
ProGrade Digital SDXC UHS-II V90 300R	2	SD memory cards	305.68	611.36
LaCie Rugged SSD Pro STHZ1000800	1	USB-C 1 TB External Drive	794.32	794.32
WCW RG6HDP-BLK	1	RG6U HDSDI CMP Black Jacket	683.75	683.75
WCW HOL-BNC6-MCV	50	Male BNC Conn for RG6	1.88	94.00
AVIDEX-AVI4000	1	Miscellaneous materials	1,250.00	1,250.00

Created on 2/1/2022

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Printed on 2/2/2022

Avidex Industries, LLC Project: 39573REV-2

20382 Hermana Cir. • Lake Forest, CA 92630 • Phone (949) 428-6333 • Fax (949) 428-6334

www.avidexav.com

California Contractors License # 981651



Equipment Sub-Total	31,437.10
Professional Services	10,739.21
Subtotal	42,176.31

Pricing Summary

This Quote is Valid for 30 Days.

Shipping & Handling: \$1,100.30
Local Tax \$3,222.30

Lump Sum Project Total: \$46,498.91

AVI PWC/DIR # 1000004292

DIR PROJECT ID # _____

Terms

Design Criteria / Assumptions:

- | | |
|---|---|
| <p>1. Conduits/Electrical Work:</p> <ul style="list-style-type: none"> * All conduit is usable and free of obstructions * Conduit, backboxes and sleeves provided by others * 110 VAC outlets and circuits not included * Core drilling not included, unless otherwise noted * Power Supplies, surge suppressors, UPS not included * Site shall be accessible during scheduled work hours | <p>2. Pricing:</p> <ul style="list-style-type: none"> * All Pricing is confidential <p>3. Quality Assurance:</p> <ul style="list-style-type: none"> * All cabling complies with EIA-TIA 568/569B Standards * All work shall comply with applicable Building Codes * Changes to contract must be approved in writing |
|---|---|

System Maintenance Offerings:

Ask about AVI's other comprehensive **Preventative Maintenance and Support Services** programs intended to supplement manufacturer's limited equipment warranties, provide ongoing technical support, prioritized emergency site response repairs, and periodic system training sessions. All of these recurring preventative maintenance features will help protect your AV system and financial investment. Please take advantage of these programs and contact your Account Manager or AVI's Service Group for coverage options -

Basic Maintenance Package: Preventative Maintenance Visit, System Status Reports, Help Desk Support, Emergency Response Priority, User Refresh Training, Extended Equipment Warranty, Labor, Free Shipping and Supplies Discounts.

Payment Terms

All Projects require a mobilization fee of 30% of the overall proposed contract total in order to initiate the order. Mobilization fees are due upon Receipt. This proposal is valid for 30 days from the date appearing on the cover page.

- * Monthly progress invoices will be issued with net 30-day terms.
- * The 360° Service Plan will be invoiced annually, in advance or at the date of commencement.
- * Freight and sales tax will be added to invoices based on current tax rates as required by state law on the invoice date.
- * Avidex reserves the right to charge for stored materials and/or equipment.
- * Avidex reserves the right to charge a 1.5% fee for late payment of invoices.

Created on 2/1/2022

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Printed on 2/2/2022

Avidex Industries, LLC Project: 39573REV-2

20382 Hermana Cir. • Lake Forest, CA 92630 • Phone (949) 428-6333 • Fax (949) 428-6334

www.avidexav.com

California Contractors License # 981651



Authorization to Process - Integration Services

Avidex will begin the implementation phase of this project upon receipt of the client purchase order or executed contract referring to this proposal and the mobilization fee. I have reviewed the available post-installation 360° Service Plan offerings with my account executive.

☐ I, the client, elect to decline the 360° Service Plan offering. By checking this box, I understand that I am declining the proposed service and support coverage for my audiovisual system.

Submitted by: Avidex Industries, LLC

_____	_____	_____
Name	Signature	Date

Client Approval:

_____	_____	_____
Client Name/Title	Signature	Date

Internal Avidex Approval:

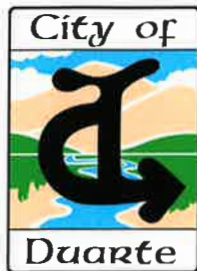
_____	_____	_____
Name	Signature	Date

Each party agrees that any electronic signatures above, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of an executed signature page to this Agreement by e-mail attachment, other means of electronic transmission with authorization to attach it to this Agreement, or any other means of electronic transmission used to obtain an electronic signature shall be deemed to have the same legal effect as delivery of an original signed copy.

AVIDEX INDUSTRIES, LLC
Confidential (FORM 16.2 Rev 200713-001)

Project Number: 39573REV-2
City of Duarte
Board Room Camera system -New rev2





AGENDA REPORT

MEETING DATE: February 8, 2022

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

SUBJECT: Appraisal for Highland Avenue Properties for Highland Promenade and Related Budget Amendment

RECOMMENDATION: Authorize the City Manager to approve an addition to the City Attorney contract to hire Donahue and Company for appraisal services and approve the related General Fund budget amendment

FISCAL IMPACT: The contract with Donahue and Company will be an addition to City Attorney services with the direct cost being passed to the City. Property acquisition for the Highland Promenade is part of the City match for the \$1.6 million Measure M grant. A \$40,500 budget amendment to the 2021-2022 Fiscal Year Budget is included in the requested Council action

BACKGROUND

The City received a \$1.6 million dollar Measure M grant to construct improvements near the Duarte Gold Line Station. For the past several months, the design process has been progressing and is at the point that property acquisition is ready to move forward. The main portion of the grant is the construction of the Highland Promenade, a 33 foot wide public plaza along the west side of Highland Avenue from the Gold Line Station to Evergreen Street. This requires an additional 25 feet of right of way from the impacted property owners.

DISCUSSION/ANALYSIS

There are three main properties included in the required acquisition: the Gold Line parking property, 1801 Highland Avenue and 1716 Evergreen Street. There will be no building area required as part of the 25 foot acquisition, but there will be a few parking spaces and landscape area included.

One of the first steps in the right of way acquisition process is an appraisal to determine the value of the properties. A quality appraisal is necessary for the acquisition and negotiation process. It is also important that this process be directed through the City Attorney's office. Staff has been working with Thai Phan and Joseph Larsen, an acquisition specialist with the firm.

RECOMMENDATION

Authorize the City Manager to approve an addition to the City Attorney contract to hire Donahue and Company for appraisal services and approve the related General Fund budget amendment.

FISCAL IMPACT

The contract with Donahue and Company will be an addition to City Attorney services with the direct cost being passed to the City. Property acquisition for the Highland Promenade is part of the City match for the \$1.6 million Measure M grant. A \$40,500 budget amendment to the 2021-2022 Fiscal Year Budget is included in the requested Council action.

ATTACHMENTS

Donahue and Company Proposal



DONAHUE AND COMPANY, INC.

February 1, 2022

Joseph D. Larsen, Esq.
Partner
Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612

Re: Proposal for Appraisal Services
Our Proposal No. 22-00105
Highland Avenue Widening Project, Duarte

By E-mail Only: jlarsen@rutan.com

Dear Mr. Larsen:

Thank you for your inquiry regarding appraisal review services. I am pleased to respond with this proposal.

SUBJECT PROPERTY

This matter involves improved three (3) improved properties located on Highland Avenue in the City of Duarte, CA. It is our understanding that the City of Duarte is proposing to widen Highland Avenue. Partial acquisition appraisals are needed from the following properties to accommodate the project in the manner proposed:

APN 8528-011-024: This property is further identified as 1700-1790 Evergreen Street, Duarte. Public records show that the property owner is SC Investments Duarte. The improvements consist of a one-story concrete tilt-up warehouse building constructed in 1978 containing 70,890 square feet. It is a multi-tenant building. The improvements are situated on a 3.13-acre site. Preliminary maps indicate a 22' wide fee acquisition is anticipated on Highland Avenue, impacting parking and a loading dock. Additionally, a temporary construction easement is also needed adjacent to the fee acquisition area.

APN 8528-011-960: This property is owned by LA Metro and used as a park and ride facility at the present. The proposed acquisition extends 25' wide into the property. Various site improvements including paving, lighting, and landscaping are impacted. Based on our conversation, Metro has informed the City of its plans to sell this property.

APN 8528-011-029 & -023: Known as the Highland Industrial Center, this property consists of a multi-tenant industrial building located at 1801 Highland Avenue. The 1966 built improvements contain 244,738 square feet and are situated on two parcels totaling 10 acres. A 25' wide acquisition is proposed across its frontage. Improvements in the acquisition area include a monument sign, parking, mature trees, a drive isle, and a 3' high block privacy wall. Due to anticipated impacts to parking, a mitigation/ restriping plan will be necessary. This is to be provided to the appraiser.

INTENDED USE/USER OF THE APPRAISAL SERVICES

It is understood that appraisal services may be needed to assist in acquisition and negotiation. Litigation support may be necessary at a future date. The intended users are the law firm of Rutan & Tucker, LLP, and the City of Duarte.

SCOPE OF WORK

Phase I involves a real property inspection, analysis of highest and best use, a search for and analysis of comparable data, application of all salient value approaches, and a fair market value estimate. In addition to the valuation of the larger parcels 'as improved,' the analysis will consider the value of the portions proposed for acquisition, value of the remainder as part of the whole, value of the remainder after, a conclusion of damages and benefits. Upon completion of the appraisal, our opinions will be prepared in individual appraisal report format. Each owner will be invited to attend the real property inspection, as required by the Uniform Act.

Phase II, should it become necessary, includes all work beyond submittal of the narrative reports. Litigation support, to include preparation of a statutory statement of valuation data and related services is billable hourly.

FEE – PHASE I

Not to exceed fees for this assignment are proposed as follows:

1700-1790 Evergreen Avenue (Multi-Tenant Industrial Building):	\$16,500
1789 Business Center Drive (Metro Park & Ride):	\$ 7,500
1801 Highland Avenue: (Multi-Tenant Industrial Building):	<u>\$16,500</u>
Total:	\$40,500

This assignment is bid as a single mobilization. The fees quoted reflect economies of scale associated with completing all three appraisals at the same time. DCI reserves the right to re-propose should this assignment change, or any parcel be deleted.

As noted earlier, a mitigation plan for 1801 Highland Avenue will be provided at no cost. Preliminary Title Reports/ Litigation Guarantees are also to be provided. All right of way requirements will be flagged onsite prior to appraisal inspection. Appraisal Summary Statements, if needed, are an optional service at \$500 per property. Review, execution, and transmittal of appraiser's declarations are a Phase II service and billable hourly if needed.

TIMING

Delivery is anticipated at 90 days. All required information, to include complete construction plans, title reports, plat maps and legal descriptions, draft easement deeds, and the aforementioned mitigation plan must be received no later than 30 days prior to the scheduled delivery date. Any delay in receiving the required documentation will result in delayed delivery.

PHASE II

All work beyond Phase I is billable hourly at the following two-tier rate schedule. Tier 1 tasks include, but are not limited to research, analysis, updates, exhibit preparation, meetings, staff coordination, rebuttal assistance, discovery review, file setup, case management, email or other communication written or verbal, meeting preparation, study time, and travel time. Tier 2 tasks include testimony at deposition, mediation, arbitration, or jury trial and standby for same. The minimum billing for deposition testimony is four (4) hours. Trial testimony is billable in full day (8-hour) increments.

2022 Rate Schedule Donahue and Company, Inc.		
	Tier 1	Tier 2
Kevin J. Donahue, MAI	\$500	\$600
Senior Appraiser	\$400	\$500
Denyse Neville	\$225	N/A
Administrative Assistance	\$125	N/A

PAYMENT TERMS:

Invoices are due on receipt. One-half of the fee is billable at the time of execution. The balance of the fee will be invoiced at the time of draft appraisals or final appraisals, whichever comes first. Phase II Invoices will be submitted at the completion of the assignment or monthly for prolonged matters.

PAYMENT RESPONSIBILITY:

It is mutually understood that the City of Duarte is responsible for payment of all fees incurred in this matter. Recognition of this obligation is acknowledged by the countersignature to this agreement by a duly authorized representative of Rutan. Regardless of the consequences to the client or their counsel or other experts, DCI reserves the right to suspend work on this engagement at any time if invoices are unpaid.

I hereby disclose that I have not appraised the subject property within the past three (3) years. I have not provided services in any other capacity. I look forward to working with you on this assignment. Should you have any questions, please do not hesitate to call.

Respectfully Submitted,



Kevin J. Donahue, MAI
26501 Via Marina, Mission Viejo, CA 92691
D: (949) 304-1378
M: (949) 637-3108
kevin@donahueandcompanyinc.com

Authorized By: _____

Dated: _____

TERMS & CONDITIONS

1. These Terms and Conditions, between Donahue and Company, Inc (Appraiser) and the Client for whom the referenced appraisal service will be performed, shall be deemed a part of such Agreement as though set forth in full therein. The Agreement shall be governed by the laws of the state which is the Appraiser's principal place of business.
2. If Kevin J. Donahue, MAI is requested to provide additional services such as presentations, other investigations, appraisal review work, expert witness testimony, etc., an additional fee will be charged on an hourly basis at the rates set forth in this proposal.
3. It is understood that the Client has the right to cancel this assignment at any time prior to delivery of the completed report. In such event, the Client is obligated only for the pro-rated share of the fee based upon the work completed and expenses incurred.
5. In the event Client fails to make payments when due and payable, then from the date due and payable until paid the amount due and payable, shall bear interest at the maximum rate permitted in the state in which the appraiser is located. If Appraiser is required to institute legal action against Client relating to the Agreement, Appraiser shall be entitled to recover reasonable attorney's fees and costs from Client.
6. Appraiser assumes that there are no items that would require the expertise of a professional building contractor, engineer, surveyor, land planner, professional cost estimator, attorney, etc. If such items need to be considered in Appraiser's studies, such services are to be provided by others at a cost which is not a part of the fee proposal. The client must approve, in advance and in writing, the use of other professionals.
7. In the event of any dispute between Client and Appraiser relating to this Agreement, or Appraiser's or Client's performance hereunder, Appraiser and Client agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Depositions may be taken, and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the state where the office of Appraiser executing this Agreement is located. The arbitrator(s) shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary, or similar type damages. The prevailing party in the arbitration proceeding shall be entitled to recover from the losing party its expenses, including the costs of arbitration proceeding and reasonable attorney's fees.
8. Client acknowledges that Appraiser is being retained as an independent contractor to perform the services described herein and nothing in this Agreement shall be deemed to create any other relationship between Client and Appraiser. This assignment shall be deemed concluded and the services hereunder completed upon delivery to Client of the report discussed herein.
9. All statements of fact in the report which are used as the basis of the Appraiser's analyses, opinions, and conclusions will be true and correct to the best of the Appraiser's knowledge and belief. The Appraiser may rely upon the accuracy of information and material furnished to Appraiser by Client.
10. Appraiser shall have no responsibility for legal matters, questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The report will not constitute a survey of the property analyzed.
11. The data gathered during the Assignment (except data furnished by Client) and the report prepared pursuant to the Agreement are, and will remain, the property of the Appraiser. With respect to data provided by Client, Appraiser shall not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential

information furnished to Appraiser. Notwithstanding the foregoing, Appraiser is authorized by Client to disclose all or any portion of the report and the related data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable Appraiser to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.

12. Unless specifically noted in the appraisal, Appraiser will not take into consideration the possibility of the existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (hazardous material), or the cost of encapsulation or removal thereof.
13. Client shall not indemnify Appraiser or hold Appraiser harmless, unless and only to the extent, that the Client misrepresents, distorts, or provides incomplete or inaccurate appraisal results to others, which acts of the Client approximately result in damage to Appraiser. Client shall indemnify and hold Appraiser harmless from any claims, expenses, judgments or other items or costs arising because of the Client's failure or the failure of any of the Client's agents to provide a complete copy of the appraisal report to any third party. In the event of any litigation between the parties, the prevailing party to such litigation shall be entitled to recover, from the other, reasonable attorney fees and costs.
14. The report is for the sole use of the client; however, client may provide final copies of the appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with loan underwriting or securitization efforts. Appraiser is not required to explain as to appraisal results other than to respond to the client for routine and customary questions. Please note that our consent to allow an appraisal report prepared by Kevin J. Donahue, MAI or portions of such report, to become part of or be referenced in any public offering, the granting of such consent will be at our sole discretion and, if given, will be on condition that we will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to us, by a party satisfactory to us. We do consent to your submission of the reports to rating agencies, loan participants or your auditors in its entirety (but not component parts) without the need to provide us with an Indemnification Agreement and/or Non-Reliance letter.
15. Appraiser shall not provide a copy of the written Appraisal Report to or disclose the results of the appraisal prepared in accordance with this Agreement with, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).
16. Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the client, intended users, intended use, the date of value, type of value or property appraised cannot be changed without a new Agreement.
17. Nothing in this Agreement shall create a contractual relationship between the Appraiser or the Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third-party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.
18. Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot ensure that the opinion of value developed as part of this Assignment will serve to facilitate any specific objective by Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality, and objectivity.
19. During this engagement it is highly likely we will discover conflicting information. In this event Kevin J. Donahue, MAI will utilize factual information and data considered to be the most authoritative and for critical information will

document the source. Information and data referred to may include, but not be limited to, legal descriptions; physical street addresses; assessor parcel numbers; property history; dimensions and areas of the site/land; dimensions and areas of the building improvements; physical unit counts; rent rolls; leases; lease abstracts; income and expense data; and any other related data. Any material discrepancy and/or error in any of the above data could have a substantial impact on the conclusions reported, and therefore Kevin J. Donahue, MAI reserves the right to amend conclusions reported if made aware of any such discrepancy and/or error.