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

TUESDAY, DECEMBER 12, 2023
7:00 PM

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

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

---

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

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

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

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

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

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

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

1. CALL TO ORDER AND ROLL CALL

   A. City Manager Written Comments

2. PLEDGE TO THE FLAG

3. ADOPTION OF THE AGENDA

4. SPECIAL ITEMS

   A. City Council/Housing Authority/Financing Authority Reorganization - Selection of Mayor/Chairperson (City Clerk Presiding)

   B. City Council/Housing Authority/Financing Authority Reorganization - Selection of Mayor Pro-Tem/Vice Chairperson (Mayor/Chairperson Presiding)

   C. Recess (30 minutes) - Welcome Reception in honor of newly appointed Mayor

5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

6. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

7. CONSENT CALENDAR

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

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

   C. Approval of Minutes - November 28, 2023 Regular Meeting (CC/HA/FA)

      It is recommended that the City Council approve the November 28, 2023 Regular Meeting minutes.

D. Approval of Warrants - December 12, 2023 (CC/HA/FA)

It is recommended that the City Council approve the December 12, 2023 warrants.

E. Receive and File the Community Development Department Update

It is recommended that the City Council receive and file the Community Development Department Update.

F. Receive and File the Parks and Recreation Department Update

It is recommended that the City Council receive and file the Parks and Recreation Department Update.

G. Consideration of an Engineering and Landscape Design Contract with KHR Associates for Bid Documents and Final Engineering Plans and Construction Administration of the Highland Promenade and Authorization of a $116,800 Budget Amendment

It is recommended that the City Council authorize the City Manager to Sign a Professional Services Agreement with KHR Associates for Engineering and Bid Document Design Services and construction administration of the Highland Promenade in the amount of $116,800.00.

H. Consideration of an Acquisition of an 8' Easement from Highland Industrial Center LLC, property owner of 1801 Highland Avenue for the Highland Promenade, and Approval of an Agreement for Purchase and Sale and a budget amendment to Gas Tax Fund (2205-8100) for $55,500 for the Acquisition

It is recommended that the City Council approve the agreement for purchase and sale and a budget amendment for $55,500 for the acquisition to Gas Tax Fund (2205-8100).

I. Receive and File the Duarte Housing Successor Annual Report for Fiscal Year 2022-23

It is recommended that the City Council receive and file the Duarte Housing Successor Annual Report regarding the Low- and Moderate-Income Asset Fund pursuant to California Health and Safety Code Section 34176.1(f).

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

9. PUBLIC HEARINGS

A. Consideration to approve the City of Duarte's Community Development Block Grant (CDBG) Program - Proposed Program for Fiscal Year (FY) 2024-2025 (July 1, 2024 - June 30, 2025)

It is recommended that the City Council 1) conduct a public hearing and receive public testimony, 2) allocate approximately $131,200 in FY 2024-2025 CDBG funds to implement a new FY 2024-2025 CDBG Project, Installation of ADA compliant curb ramps, 3) authorize the City Manager, or designee, to execute all necessary contract documents in a form approved by the City Attorney, and 4) authorize the staff the ability to make adjustments due to changes in CDBG funding allocations and/or as needed due to programmatic interpretations by the Los Angeles County Development Authority (LACDA).

10. BUSINESS ITEMS

    A. Receive and File the Audited Financial Statements for Fiscal Year 2022-23

       It is recommended that the City Council receive and file the audited financial statements for Fiscal Year 2022-23.

    B. Consideration of a Professional Services Agreement with Magellan Advisors, LLC for Consulting Services for the Broadband Access and Connectivity Infrastructure Assessment

       It is recommended that the City Council authorize the City Manager to approve a Professional Services Agreement with Magellan Advisors, LLC, in the amount not to exceed $200,000 to conduct a Broadband Access and Connectivity Infrastructure Assessment.

    C. Consideration of Proposal to Add Three Maintenance Technicians Positions and Remove Two Senior Maintenance Technician Positions

       It is recommended that the City Council amend the 2023-24 General Fund Budget to include three maintenance technician positions and remove two senior maintenance technician positions and a related budget amendment for $25,000 in account 1410-7002.

    D. Consideration of Professional Services Agreement with Aquatic Design Group, Inc. for Design Services for the Fitness Center Pool Deck Renovation; Budget Amendment

       It is recommended that the City Council 1) authorize the City Manager to execute this Professional Services Agreement with Aquatic Design Group, Inc. in the amount of $458,140 for design services for the Duarte Fitness Center Pool Deck Renovation, 2) Approve a budget amendment of $458,140 to the General Fund (100-1605-7965) and 3) direct staff to use Special Project General Funds or Undesignated General Funds.

    E. Annual Appointment of City Councilmembers to Intergovernmental Organizations

       It is recommended that the City Council 1) appoint a Councilmember to the San Gabriel Valley Mosquito & Vector Control District Board of Trustees to serve a two or four year term and 2) make appointments to other intergovernmental organizations for the upcoming year.

11. CONTINUATION OF ORAL COMMUNICATIONS

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

13. ADJOURNMENT

AFFIDAVIT OF POSTING

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

Dated this 6th day of December, 2023.

ITEM: 1.A

City Manager Written Comments

Recommended Action:

Attachments:
1A - City Manager Written Comments.pdf

MEMORANDUM

TO: City Council
FROM: Brian Villalobos, City Manager
DATE: December 4, 2023
SUBJECT: Comments on Agenda Items, Meeting of December 12, 2023

ITEM 4.A. (Special Items). City Council/ Housing Authority/ Financing Authority Reorganization - Selection of Mayor/Chairperson (City Clerk Presiding).

ITEM 4.B. (Special Items). City Council/ Housing Authority/ Financing Authority Reorganization - Selection of Mayor Pro-Tem/Vice Chairperson (Mayor/Chairperson Presiding).

ITEM 4.C. (Special Items). Recess - Reception in honor of newly appointed Mayor.

ITEM 7.E. (Consent Calendar). The Community Development Department has submitted the monthly report for December 2023 for review.

ITEM 7.F. (Consent Calendar). The Parks and Recreation Department has submitted the monthly report for December 2023 for review.

ITEM 7.G. (Consent Calendar). Approval of a Professional Services Agreement with KHR, Inc. - The Duarte Station Specific Plan was adopted by the City Council in November of 2018. The specific plan guides the development of the area adjacent and north of the Metro A Line Station. One of the design elements of the plan was the proposal for a 33' wide pedestrian zone (Promenade) along the west side of Highland Avenue north to the 210 Freeway. The promenade will be a mix of walkway, landscape, hardscape, public art and other elements. In 2020, the City hired KHR to develop a concept design for the Highland Promenade. Because KHR did an excellent job on the concept design part of this project, staff requested a proposal from KHR Associates for this project. The proposed contract includes the preparing plans and bid documents so that the project can go out to bid. It also includes construction oversight and working with SCE on the process to underground the two utility poles that are currently on the 1801 Highland property. There will be a $116,800.00 impact to the Gas Tax Fund (2205-8100), with an amendment to the FY 2023-24 adopted budget. This design project is necessary to prepare for construction of the Highland Promenade that is funded in part with a Measure M Grant. This project was included in the FY 2023/24 budget.

ITEM 7.H. (Consent Calendar). Approval of an Agreement for Purchase and Sale of an eight foot easement from Highland Industrial Center, LLC - The Highland Promenade is a pedestrian amenity that will consist of a 33' wide pedestrian plaza amenity on the west side of Highland Avenue from the Metro A Line station to the 210 Freeway. The City received a Measure M Grant to complete the Highland Promenade and pedestrian upgrades on the south side of Duarte Road. The improvements on Duarte Road have already been completed. The Highland Promenade improvements have gone through concept design and are in the final construction plan phase. City Staff have been working with the property owners involved to get the appropriate easements or dedications. The entire Promenade build out requires an additional 25' of right of way that would create a 33' pedestrian zone. An appraisal was conducted to determine the fair market value of the additional right of way. The cost of property acquisition for the 1801 Highland Avenue and the 1716 Evergreen Street properties was far above the grant amount. Because of this, Staff and the City Attorney attempted to negotiate alternate solutions. The 1801 Highland property owner has agreed to provide an 8' wide easement that will allow a portion of the Promenade to be constructed now. The proposed easement acquisition will allow the first phase of the Highland Promenade to proceed which will be a positive improvement for the area. The additional 8' of right of way will result in an overall 16' of right of way area from the Metro A Line station to the Metro parking lot. This additional 8' is for the entire 359.37 foot width of the property. The Metro Parking lot will soon be transitioning into a mixed use development. When that property is developed there will be an entire 33' of right of way area in this portion of the Promenade. Sidewalk and lighting improvements will extend north to the Freeway. The property owner is requesting $55,500 to cover the construction of a new sign, the installation of new front setback landscape and attorney fees in return for the proposed easement. Staff believes that this request is reasonable and the benefit will far outweigh the cost. There will be a $55,500 impact to the Gas Tax Fund (2205-8100), design and acquisition costs are a portion of the City's match for the Measure M Grant that will fund the Highland Promenade.

ITEM 7.I. (Consent Calendar). Housing Successor Annual Report for the Fiscal Year 2022/23 - The Housing Successor Annual Report is a State Requirement for Housing Successors to Redevelopment Agencies. This Report provides the governing body of the Duarte Housing Authority, in its role as Housing Successor for the Duarte Redevelopment Agency, a comprehensive representation of the Housing Successor's housing assets and activities. The Report is to be submitted to the California Department of Housing and Community Development ("HCD") every December 31st and posted on the City of Duarte's website. The Report must provide the Housing Successor's Low- and Moderate-Income Housing Asset Fund's balance, deposits, expenditures, transfers, current projects, acquisitions, obligations, income test, senior housing test, and excess surplus test. The Housing Asset Fund replaced the former Agency's Low- and Moderate-Income Housing Fund. The Report will be submitted to HCD to comply with California Health and Safety Code Section 34176.1(f).

ITEM 9.A. (Public Hearing). CDBG Program Consideration to approve the City of Duarte's CDBG Proposed Program for the Fiscal Year 2024/25 - Duarte has been a participating city in the Los Angeles County Development Authority's federal Community Development Block Grant (CDBG) Program for many years. The City's annual allocation of federal CDBG funds previously supported the successful construction of Americans with Disabilities Act (ADA) compliant improvements to City Hall, city streets, sidewalks and curb ramps. The mission of the CDBG Program is to principally benefit low and moderate income persons, aid in the prevention of neighborhood deterioration and meet other urgent community development needs. The Los Angeles County Development Authority requires participating cities to submit the proposed use of their annual CDBG allocation by February 1, 2024, including general project descriptions, budgets, and documentation of Council action and proof of public meeting notification. For purposes of budgeting, the estimated Fiscal Year (FY) 2024-2025 CDBG allocation will be approximately $131,200. The City's final CDBG allocation will be announced by LACDA in spring 2024, and may vary within two to five percent, depending upon final federal budget appropriations. It is recommended that the City use $131,200 in FY 2024-2025 CDBG funds to initiate a new CDBG project, entitled, "Duarte Americans with Disabilities Act-Compliant Curb Ramps". Approximately 10-15 ADA-Compliant Curb Ramps are expected to be installed throughout the City.

ITEM 10.A. (Business Item). Audited Financial Statements for Fiscal Year 2022/23 - After the end of each fiscal year, an independent accounting firm is used to conduct a financial audit of the City of Duarte, the Housing Authority and the Successor Agency of the former Redevelopment Agency (dissolved April 2022). Moss Levy and Hartzheim conducted our independent audit for fiscal year 2022/23. The auditor found the financial statements for the fiscal year ended June 30, 2023 to be prepared in accordance with generally accepted accounting principles and to fairly present the financial position of the City. We had one deficiency related to the recognition of lease receivables. The auditor recommended that the City formalize a policy over lease receivable recognition to ensure they are consistently recorded in accordance with GAAP. The original 2022/23 General Fund budget was adopted in June 2022 with a projected surplus of $1,258,600. At the mid-year review in February 2023, we projected that fiscal year 2022/23 would end with a surplus of $2.4 million. The City's General Fund actually ended the fiscal year with a surplus of $3.1 million, which translates into $21.7 million in unrestricted cash, $4.9 million for special projects assigned by the City Council, $2 million restricted specifically for improvements in the Town Center Specific Plan area, $240,000 for public art, $159,000 for pension costs, $94,000 for storm drain improvements, and $59,000 for vehicle replacement. Please note that staff will be bringing the 2023/24 midyear budget before the City Council in February 2024. We will discuss and analyze the fund balance more at that time, because the 2022/23 estimated fund balance was used when the City Council adopted the budget in June and now the actual ending fund balance will serve as a part of the 2023/24 mid-year analysis.

ITEM 10.B. (Business Item). Professional Services Agreement with Magellan Advisors, LLC for consulting services for the Broadband Access and Connectivity Infrastructure Assessment - Through advocacy from Assemblymember Blanca Rubio's Office, the City was awarded $200,000 from the State of California Department of Technology to conduct an assessment to better understand where and why there are broadband connectivity gaps as well as understand how Duarte can best meet the growing digital demands of our community's residents and businesses. To address these tasks, it is recommended that Magellan conduct a Broadband Access and Connectivity Infrastructure Assessment. Magellan has extensive experience conducting similar assessments throughout Southern California. Moreover, Magellan is currently working with the San Gabriel Valley Council of Governments ("SGVCOG") to conduct its own regional assessment. The study will develop a gap analysis, identifying key issues and barriers related to ensuring that Duarte has reliable, equitable, and affordable broadband access as well as include recommendations to fill those gaps. In addition to developing a gap analysis, Magellan will also review City policies and recommend what policies can be made to align with current best practices to increase broadband infrastructure. It is anticipated that the work will be completed in approximately eight months after the kickoff meeting. The schedule assumes high engagement when surveying the community during the needs assessment portion of the study. If approved, preparation of this study would cost $199,695. $200,000 was included in the FY 2023-24 budget for the preparation of this study (Account No. 1010-7965). The entire expense will be covered by funds awarded from the State Department of Technology.

ITEM 10.C. (Business Item). Approval of Budget Amendment to add three Maintenance Technician positions and remove two Senior Maintenance Technician positions - Currently, there are five budgeted positions in the Field Services division; one Field Services Manager and four Senior Maintenance Technicians. This has been the arrangement since 2014 when there were six budgeted positions. At that time, a Field Services Supervisor position was eliminated. Within the past two months, the City has lost two of the four Senior Maintenance Technicians who have left for similar positions in other cities. The recent recruitment was for both Senior Maintenance Technician and Maintenance Technician. There were no acceptable candidates for the Senior Maintenance Technician position but there were several good candidates for the Maintenance Technician position. This provided the opportunity to rethink the structure of the Field Services crew by hiring at the entry level, instead of the senior level positions and adding an additional position. The proposed additional crew position will increase efficiency in addressing workload issues and it will create a better balance with on-call assignments. The Maintenance Technician is an entry level position, so under this proposed staffing model, future advancement to Senior Maintenance Technician is anticipated and will support the City's goal of encouraging professional development and succession planning. Any budget allocations necessary for this professional growth and advancement will be addressed as needed in future budgets. There will be an increase of $25,000 to the 2023-24 General Fund Budget to add the additional staff position. This impact will increase over time with salary step increases. The annual impact is estimated at $49,000.

ITEM 10.D. (Business Item). Professional Services Agreement with Aquatic Design Group, Inc. for Design Services for the Fitness Center Pool Deck Renovation - On September 12, 2023, the City Council accepted and commented on the completed Fitness Center and Swimming Pools Assessment, conducted by LPA and Aquatic Design Group, Inc. Based on that assessment, which details the swimming pools, deck area, and mechanical equipment's existing conditions, code violations, deficiencies, and proposed improvements for restoration; the Council directed City staff to take the next steps to immediately repair the fatigued deck in order to reopen the pools and deck for safe public use. Beyond the immediate repairs, the Council also requested that City staff start the process of obtaining contracted design services to address the larger infrastructure items identified in the assessment. On October 25, 2023, the City released a Request for Proposals (RFP) for Fitness Center Pool Deck Renovation Design Services. The response deadline closed on November 7, and although there were several inquiries from various firms, the City only received one response, from Aquatic Design Group, Inc.. Although the recently awarded work for the necessary deck repairs will be completed by the first full week in February of 2024 and comes with a warranty of five (5) years, staff is of the opinion that this is the time to prioritize City facilities infrastructure and take the necessary planning steps to bring the Fitness Center's aquatic related amenities up to current code and to continue to meet stakeholder demand for high-quality aquatic recreational amenities. Moreover, this would ensure the City has a shovel ready infrastructure project that could begin construction in late 2024 or early 2025 if federal and/or state grant funding becomes available.

ITEM 10.E. (Business Item). Intergovernmental Appointments - Each year, the City Council appoints individual Councilmembers to serve as either a Delegate, Representative, Director or Alternate to numerous intergovernmental organizations. The San Gabriel Valley Mosquito & Vector Control District has notified the City that the term held by Councilmember Finlay, as the City of Duarte representative on the Board of Trustees will end on December 31, 2023. The City Council will need to either reappoint Councilmember Finlay or select another Councilmember for the next term of office which may be two or four years, at the discretion of the City Council prior to January 9, 2024. The City Council may also choose to change the City's Representative/Delegate and/or Alternate to any other intergovernmental organization for which a current vacancy does not exist.

ITEM: 7.C

Approval of Minutes - November 28, 2023 Regular Meeting (CC/HA/FA)

Recommended Action:
It is recommended that the City Council approve the November 28, 2023 Regular Meeting minutes.

Attachments:
7C - Minutes - November 28, 2023.pdf

CITY OF DUARTE

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

TUESDAY, NOVEMBER 28, 2023
7:00 PM – Regular Session

1. CALL TO ORDER

Mayor Schulz called the open session to order at 7:10 p.m.

ROLL CALL:

Councilmembers Present:	Kang, Lewis, Garcia, Martin Del Campo, Schulz
Councilmembers Absent:	Finlay, Truong
Staff Present:	Brian Villalobos, City Manager
	Thai Viet Phan, City Attorney
	Kristen Petersen, Assistant City Manager / Director of Administrative Services
	Craig Hensley, Director of Community Development
	Manuel Enriquez, Director of Parks and Recreation
	Larry Breceda, Director of Public Safety Services
	Annette Juarez, City Clerk
	Jason Golding, Planning Manager
	Stephanie Sandoval, Public Works Manager
	Scott Nash, Associate Planner
	Andres Rangel, Assistant to the City Manager
	Albert Nunez, Management Aide
	Christine Soo, Deputy City Clerk/ Administrative Secretary

2. PLEDGE TO THE FLAG

The flag salute was led by Division II Fire Chief Steve Cabrera.

3. ADOPTION OF THE AGENDA

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

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

4. SPECIAL ITEMS

A. Mayor's Youth Council

Representatives from the Mayor's Youth Council announced events that they recently hosted. They also announced that the Youth Council will also be hosting the annual homeless care package drive and selling coffee at the upcoming Holiday in the Park, and Teen Center's Winter Holiday Festival event.

B. Public Safety Department Update

Public Safety Director Breceda introduced Division II Fire Chief Steve Cabrera and the City's new Public Safety Manager, Bryan Ariizumi; he reported out on the decline of Part 1 crimes, the implementation of armed security in Walmart, and advised the public not to keep Christmas gifts inside their cars.

C. Duarte Chamber of Commerce Quarterly Update

Dr. Greg Endelman, President of the Duarte Chamber of Commerce Board of Directors, provided an update on the Chamber's deliverables reporting that the Chamber ended the 22-23 fiscal year with a $38k deficit with a large portion of the debt being credit card debt; he shared that the Chamber is working to refocus on their main mission; and expressed the Chamber is looking into options for cost reduction such as possibly eliminating the need for a brick and mortar building.

5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

Joanna Gee, Duarte Library, announced upcoming library events.

Deputy City Clerk Soo announced upcoming city events.

6. ORAL COMMUNICATIONS – ITEMS NOT ON THE AGENDA

None.

7. CONSENT CALENDAR

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

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

C. Approval of Minutes – November 14, 2023. (CC/HA/FA)

D. Approval of Warrants – November 28, 2023. (CC/HA/FA)

E. Receive and file the Public Safety Department Update for November 2023.

F. Receive and file the Monthly Financial Update for September 2023.

Moved by Councilmember Martin Del Campo, seconded by Councilmember Garcia, and carried by the following vote of the Council to approve Items 7A-7F of the Consent Calendar.

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

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

None.

9. PUBLIC HEARINGS

None.

10. BUSINESS ITEMS

A. Election of San Gabriel Basin Water Quality Authority (WQA) Board Member and Alternate

Public Comment:

Valerie Munoz shared that she currently serves on the San Gabriel Basin Water Quality Authority Board, and expressed that she would like to continue representing cities without pumping rights.

Councilmember Garcia thanked Valerie Munoz for speaking.

Moved by Councilmember Garcia, seconded by Councilmember Lewis, and carried by the following vote of the Council to adopt Resolution No. 23-21 to elect to vote for Valerie Munoz to the San Gabriel Basin Water Quality Authority Board to represent cities without water prescriptive rights.

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

B. Consideration of a Memorandum of Understanding Between the Cities of Azusa, Duarte, and Irwindale to Collaborate on Services to Enhance Public Safety in the North San Gabriel Riverbed Area

Mayor Schulz reflected on the importance of the MOU between the three cities to improve the conditions in the north San Gabriel Riverbed area; she shared how the collaborative efforts contributed to an increase of clean-ups in the area and making the area safer for all three cities.

City Manager Villalobos added that the MOU had already been approved by the cities of Azusa and Irwindale; he also reported on potential funds and grants that the cities could apply for to increase safety in the area with the MOU in place.

Moved by Mayor Schulz, seconded by Councilmember Lewis, and carried by the following vote of the Council to approve and authorize the City Manager to sign a Memorandum of Understanding between the cities of Azusa, Duarte, and Irwindale to collaborate on services to enhance public safety in the North San Gabriel Riverbed.

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

C. Discussion of Capital Improvement Plan

Mayor Schulz directed Staff to hire consultants to discuss with property owners on the north and south sides of the Town Business Center to identify options to make the areas safer and how to fill the vacancies.

Councilmember Kang proposed giving Huntington Drive a facelift and conformity.

In response to questions posed by Council, Community Development Director Hensley reported that the business center plan will be brought back at a future meeting.

The City Council received and filed the Capital Improvement Plan.

Assistant City Manager Petersen reported that the Capital Improvement Plan identifies funded and unfunded projects.

11. CONTINUATION OF ORAL COMMUNICATIONS

Steve Hernandez thanked the City for all the events put on by the Parks and Recreation department and he inquired about the City Council reorganization meeting.

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

City Manager Villalobos announced the upcoming departure of Deputy City Clerk Soo; and announced that the Duarte Route 66 Historic Art Piece Ribbon Cutting Ceremony would be taking place the following day.

Councilmember Martin Del Campo reported on attending the recent Duarte Community Coordinating Council meetings and the Foothill Goldline JPA meeting.

Councilmember Garcia commended the City Manager's Office for their work on the City's social media highlights; he thanked the DART volunteers for their help in the recent clean-up event.

Councilmember Kang stated that he attended the Wild Stylez dance event and commended the teams who participated.

Councilmember Lewis thanked Parks and Recreation Director Enriquez for his work on the City events; and he provided direction to City Manager Villalobos to organize another clean-up on Duarte Road.

Mayor Schulz wished everyone a happy holiday season.

13. ADJOURNMENT

At 8:33 p.m., the City Council adjourned the meeting in honor of Nick Zigic.

____
Jody Schulz, Mayor

____
Annette Juarez, City Clerk

ITEM: 7.D

Approval of Warrants - December 12, 2023 (CC/HA/FA)

Recommended Action:
It is recommended that the City Council approve the December 12, 2023 warrants.

Attachments:
7D - CC Warrant Register by Account 12-12-23.pdf
7D - CC Warrant Register by Vendor 12-12-23.pdf

Council Warrant Register By Account

City of Duarte

By Fund

Payment Dates 11/30/2023 - 12/13/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-1610-7618	SIMON EQUIPMENT RENTALS	Roto Tiller Rental	219293		125.96
100-1610-7618	HOME DEPOT CREDIT SERVICES	FC Drywall Repairs (Men's Locker Room)	BD24-0679		171.28
100-1610-7618	HOME DEPOT CREDIT SERVICES	ROP Gazebo Repair	BD24-0679		69.46
100-1610-7618	HOME DEPOT CREDIT SERVICES	Paint Supplies (Parks)	BD24-0679		290.61
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Repairs/Supplies/Tools	BD24-0679		214.09
100-1610-7650	HOME DEPOT CREDIT SERVICES	Vehicle 6 Toolbox	BD24-0679		622.86
100-1610-7618	HOME DEPOT CREDIT SERVICES	Work Gloves	BD24-0679		36.87
100-1610-7618	HOME DEPOT CREDIT SERVICES	Concrete Repairs	BD24-0679		149.02
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Repairs/Supplies/Tools	BD24-0679		235.21
100-1610-7618	HOME DEPOT CREDIT SERVICES	Tools for Parks/Yard Water Filters	BD24-0679		369.60
100-1405-7980	BUCKNAM INFRASTRUCTURE ...	GIS Services 9/1/2023 - 9/30/2023	219260		2,940.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	Electrical Repair (Beardslee Park)	BD24-0679		255.14
100-1205-7614	HOME DEPOT CREDIT SERVICES	Office Supplies	BD24-0679		163.80
100-1605-7733	THEODORE SIEGEL	'White Christmas' Screening/Presentation	219292		150.00
100-1410-7980	HOME DEPOT CREDIT SERVICES	City Yard Supplies	BD24-0679		127.58
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Repairs/Supplies/Tools	BD24-0679		186.70
100-1405-7965	LAND DESIGN CONSULTANTS ...	Final PO #23-0016-R1-Mel Cyn Rd Stormwater Prjct	3939	202316/1405-7965-Melcanyo...	2,432.00
100-2121	MOORE IACOFANO GOLTSMA...	Westminster Gardens Specific Plan 9/2023 (R101010)	219284	202417-dep-Westminister Ga...	1,488.75
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Repairs/Supplies/Tools	BD24-0679		247.58
100-1810-7980	RALPHS GROCERY COMPANY	Halloween Carving Contest Drinks	219287		37.13
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Repairs/Supplies/Tools	BD24-0679		167.62
100-1605-7732	TERRY QUINTANA	2023 City Picnic Car Show	219286	202403/1605-7732-Car Show ...	578.25
100-1605-7732	JULIETTE ZAMORA	2023 City Picnic Car Show	219306	202403/1605-7732-Car Show ...	578.25
100-1605-7732	ADRIAN ZAMORA	2023 City Picnic Car Show	219305	202403/1605-7732-Car Show ...	578.25
100-1605-7732	EVAN BROWN	2023 City Picnic Car Show	219259	202403/1605-7732-Car Show ...	578.25
100-1605-7736	ANCOM GROUP INC	Instructor Fee-Critical Reading S1 Fall	3917		140.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Repairs/Supplies/Tools	BD24-0679		725.58
100-1805-7654	MOSS, LEVY & HARTZHEIM LLP	FY23 Year End Fieldwork-SBITA Calculation Work	3945		2,000.00
100-1805-7654	MOSS, LEVY & HARTZHEIM LLP	FY23 Year End Fieldwork-Financial Statements	3945		6,700.00
100-1805-7654	MOSS, LEVY & HARTZHEIM LLP	FY23 Year End Fieldwork-Single Audit	3945		1,300.00
100-2125	REGIONAL TAP SERVICE CENT...	TAP Card Reload 10/2023	219288		95.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	Paras-Caracci Park Renaming Bolt Cutter	BD24-0679		71.63
100-1015-7684	CIVICA LAW GROUP, APC	1001 Las Lomas Legal 10/2023	3925		14,949.63
100-1015-7684	CIVICA LAW GROUP, APC	1307 Bloomdale Legal 10/2023	3925		4,747.90
100-1015-7684	CIVICA LAW GROUP, APC	General Code Enforcement Legal 10/2023	3925		2,520.90

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1015-7684	CIVICA LAW GROUP, APC	Mendoza v Duarte-Admin Appeal Legal 10/2023	3925		6,785.20
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations 10/2023	3925		6,000.00
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citation Expenses 10/2023	3925		7.60
100-1825-7687	R3 CONSULTING GROUP	On-Call Consulting Services 10/2023	3948		2,317.50
100-1405-8100	HOME DEPOT CREDIT SERVICES	Concrete Mow Strip-Rt 66 Sign Project	BD24-0679	202317/1405-8100-Other Cap ..	111.13
100-1810-7660	CALIFORNIA STATE DEPARTM...	Fingerprint Apps 10/2023	3922		96.00
100-1605-7730	SUNBELT RENTALS INC	Halloween Howl Light Tower Rental	3953		661.24
100-1405-7801	COUNTY OF LOS ANGELES DE...	Industrial Waste Inspections 10/2023	219265		1,429.61
100-1405-8100	HOME DEPOT CREDIT SERVICES	Concrete Mow Strip-Route 66 Sign Project	BD24-0679	202317/1405-8100-Other Cap ..	30.82
100-1605-7736	360 MARITAL ARTS ACADEMY ...	Instructor Fee-Summer 2023 Karate	3916		1,814.40
100-1610-7650	CITY OF MONROVIA	Fuel-Facility Maintenance 9/2023	219283		773.67
100-1410-7650	CITY OF MONROVIA	Fuel-Field Services 9/2023	219283		811.20
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Rec 9/2023	219283		389.07
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 9/2023	219283		1,584.33
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 9/2023	219283		6,771.05
100-1405-7650	CITY OF MONROVIA	Fuel-Cmty Development 9/2023	219283		127.56
100-1405-8100	HOME DEPOT CREDIT SERVICES	Concrete Mow Strip-Route 66 Sign Project	BD24-0679	202317/1405-8100-Other Cap ..	224.74
100-1605-7730	SUNBELT RENTALS INC	Halloween Howl Light Tower Rental	3953		428.39
100-1805-7610	CSMFO	Angela Chiaromonte SGV Chapter Mtg 11/29/23	219267		50.00
100-1805-7612	CSMFO	Angela Chiaromonte 2024 Membership	219267		135.00
100-1610-7652	COUNTY OF LOS ANGELES DE...	FY24 Town Ctr Backflows (3) Assembly	219264		111.00
100-1415-7661	COUNTY OF LOS ANGELES DE...	FY24 Otis Gordon Sports Park Backflow Assembly	219264		37.00
100-1605-7735	SMART & FINAL	TC Snack Bar Supplies	219294		20.47
100-1205-7980	ELIJAH MORALES	DUSD Tutoring Program	219285	202211/1205-7980-Live Scan/...	240.00
100-1205-7980	JISSEL IBARRA	DUSD Tutoring Program	219272	202211/1205-7980-Live Scan/...	120.00
100-1205-7980	ATHZIRI VILLA	DUSD Tutoring Program	219302	202211/1205-7980-Live Scan/...	100.00
100-1205-7980	ATHZIRI VILLA	DUSD Tutoring Program	219302	202211/1205-7980-Live Scan/...	98.87
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	3924		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	3924		9.31
100-1610-7652	IMS REFRIGERATION INC	SC Ice Machine Repair	3934		930.52
100-2126	TOP ONE CONCRETE INC	Const/Demo Deposit Refund (Pmt #2023-309)	219296		500.00
100-5004	TOP ONE CONCRETE INC	Administrative Fee (Pmt #2023-309)	219296		-125.00
100-2012	US DEVELOPERS INC	Pmt #2023-483/1944 Atlin St Refund	219299		1.00
100-2013	US DEVELOPERS INC	Pmt #2023-483/1944 Atlin St Refund	219299		0.50
100-4201	US DEVELOPERS INC	Pmt #2023-483/1944 Atlin St Refund	219299		239.30
100-1020-7712	TRIPEPI SMITH & ASSOCIATES	Communications & Social Media Mgmt 11/2023	3957		9,391.00
100-1020-7720	TRIPEPI SMITH & ASSOCIATES	PEG Channel Management Services 11/2023	3957		2,345.00
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 10/2023	3942		442,977.02
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	3951		234.07
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	3951		205.90

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7736	HEULYN REGINA DUMAS-JOH...	Instructor Fee-Sewing Class Fall 2023	3926		1,456.00
100-1405-7965	LDM ASSOCIATES INC	FY24 Federal Grant Administration 10/2023	3940		702.00
100-1605-7733	STAPLES ADVANTAGE	SC Office Supplies	3951		225.01
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3951		184.68
100-1605-7733	SMART & FINAL	SC Thanksgiving Dinner Supplies	219294		386.81
100-1020-7980	STUBBIES PROMOTIONS INC	Annual Employee Awards Gift	3952		1,937.81
100-1610-7652	ALBERTOS PLUMBING	Senior Ctr Plumbing Repair	3918		550.00
100-1205-7614	SHAFFER AWARDS	Bryan Arizumi Name Plate	219290		21.99
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 11/16/2023	3954		160.00
100-1405-7650	10-8 RETROFIT INC	Vehicle 33 Light Setup	3915		1,317.51
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3951		55.78
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3951		81.90
100-1205-7787	MVP, LLC	Public Safety Lease	3946		13,664.83
100-1815-7965	MAXTREME INC	IT Helpdesk 11/2023	3944		12,500.00
100-4807	CHRISTOPHER AMURAO	2023 Pool Closure/Aquatics Refund	219252		90.62
100-4807	MARY ANN SHINNICK	2023 Pool Closure/Aquatics Refund	219291		162.50
100-4807	YI LOU	2023 Pool Closure/Aquatics Refund	219278		206.25
100-4804	YI LOU	2023 Fall Swim Team Refund (Nan Jiang)	219278		105.00
100-4807	NORMARIE WAYBOURN	2023 Pool Closure/Aquatics Refund	219304		151.82
100-4804	MATT HARBICHT	2023 Fall Swim Team Refund (Grace Harbicht)	219271		105.00
100-4804	MALLORY MCCREARY	2023 Fall Swim Team Refund (Simone Winer)	219282		105.00
100-4804	CINDY CAMINS	2023 Fall Swim Team Refund (Audrey Camins)	219261		120.00
100-4804	JESSICA LOPEZ-DRIOTIS	2023 Fall Swim Team Refund (Oliver Lopez-Duarte)	219277		105.00
100-4804	JESSICA LOPEZ-DRIOTIS	2023 Fall Swim Team Refund (Amelie Lopez-Duarte)	219277		105.00
100-4804	SHEILA BRIGGS	2023 Fall Swim Team Refund (Quinn Briggs)	219258		105.00
100-4804	SHEILA BRIGGS	2023 Fall Swim Team Refund (Macie Briggs)	219258		105.00
100-4804	ALISON SMITH	2023 Fall Swim Team Refund (Lily Smith)	219295		105.00
100-4804	ALISON SMITH	2023 Fall Swim Team Refund (Mackenzie Smith)	219295		105.00
100-4804	PHUONG TRUONG	2023 Fall Swim Team Refund (Ashley Ta)	219298		120.00
100-4804	VANDY TRAN	2023 Fall Swim Team Refund (Mykah Nguyen)	219297		105.00
100-4804	VANDY TRAN	2023 Fall Swim Team Refund (Kynslie Lau)	219297		105.00
100-4804	VANDY TRAN	2023 Fall Swim Team Refund (Vionna Lau)	219297		105.00
100-4807	MINA KASAMA	2023 Pool Closure/Aquatics Refund	219274		112.50
100-4807	JIE LI	2023 Pool Closure/Aquatics Refund	219276		92.50
100-4804	LISA VIGIL	2023 Fall Swim Team Refund (Owen Vigil)	219301		105.00
100-4804	ERIKA VARGAS	2023 Fall Swim Team Refund (Gabriel E Romero)	219300		105.00
100-4804	ERIKA VARGAS	2023 Fall Swim Team Refund (Erik N Romero)	219300		105.00

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-4807	MATTHEW FORRESTER	2023 Pool Closure/Aquatics Refund	219270		14.84
100-4807	MEGAN DUARTE	2023 Pool Closure/Aquatics Refund	219269		125.00
100-4807	ANN RODRIGUEZ	2023 Pool Closure/Aquatics Refund	219289		175.01
100-4807	EEWAN LAW	2023 Pool Closure/Aquatics Refund	219275		133.32
100-1605-7750	INLAND EMPIRE STAGES LTD	Excursion Transportation-Paramount Studios	219273		1,575.50
100-1605-7739	THE SAUCE CREATIVE SERVICE…	Holiday in the Park Signage	3956		854.68
100-1605-7732	MANUEL ENRIQUEZ	City Picnic Beer Garden License Reimbursement	3927		100.00
100-1605-7610	CPRS DISTRICT 13	Holiday Cheer (Quantity 6) 12/7/2023	219266		240.00
100-1010-7980	MAX'S MEXICAN CUISINE	Royal Oaks Annexation Workshop	219280		496.12
100-1020-7710	LUDECKE PROPERTY MANAG…	Chamber Lease 12/2023	219279		1,600.00
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	3924		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	3924		9.31
100-1020-7716	LINDA R SUSANA BEATTIE	Holiday Tree Lighiting Gingerbread Man Treats	219256		500.00
100-1605-7739	CURO MANAGED PRINT PRO…	Holiday Ornament Event Signs	219268		110.25
100-1605-7730	SMART & FINAL	2023 Turkey Trot Supplies	219294		151.21
100-1205-7614	DARRELL RAY CARROLL	PS Office Keys	219263		24.81
100-1605-7733	STAPLES ADVANTAGE	SC Large Envelopes	3951		16.97
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3951		42.21
100-1010-7610	U.S. BANK	CCCA City Mgr Summit Parking Fee (USC Hotel)	3964		16.50
100-1010-7610	U.S. BANK	Meeting w/ Captain Meza 10/24/23 (Max's)	3964		29.99
100-1010-7610	U.S. BANK	Alert Nunez MMASC Conf Hotel (Loews Hotel)	3964		317.03
100-1010-7610	U.S. BANK	Refund-Andres Rangel CCCA City Mgr's Summit	3964		-85.00
100-1010-7610	U.S. BANK	Meeting w/John Fasana 11/14/23 (1913 Restaurant)	3964		40.18
100-1010-7612	U.S. BANK	Pasadena Star News Online Subscription	3964		18.00
100-1010-7614	U.S. BANK	Office Supplies (Amazon)	3964		29.30
100-1010-7614	U.S. BANK	Route 66 Ribbon Cutting Ceremony (Amazon)	3964		87.54
100-1010-7980	U.S. BANK	Instacart Subscription 11/4/2023 - 11/3/2024	3964		99.00
100-1010-7980	U.S. BANK	CC Mtg Dinner 10/24/23 (Merengue Bakery)	3964		94.49
100-1010-7980	U.S. BANK	CERT Community Clean-up Meal (Redwood Pizza)	3964		11.85
100-1010-7980	U.S. BANK	CC Dinner 11/14/23 (Crumbl Cookies)	3964		86.25
100-1010-7980	U.S. BANK	CC Mtg Dinner 10/24/23 (Janet's)	3964		47.80
100-1010-7980	U.S. BANK	Albert Nunez MMASC Webinar 12/7/2023	3964		5.00
100-1010-7980	U.S. BANK	DashPass 11/5/2023 - 12/5/2023 (DoorDash)	3964		9.99
100-1020-7712	U.S. BANK	Spotify Subscription	3964		10.99
100-1020-7980	U.S. BANK	City of Duarte SWAG (4Imprint)	3964		1,422.00
100-1205-7779	U.S. BANK	DART Community Clean-up Meal (Redwood Pizza)	3964		23.69
100-1205-7980	U.S. BANK	CERT Community Clean-up Meal (Redwood Pizza)	3964		11.85
100-1405-7610	U.S. BANK	Interview Panel Lunch 11/8/23 (Hope Village)	3959		119.23

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1405-7610	U.S. BANK	Interview Panel Lunch Pkg 11/8/23 (Hope Village)	3959		8.00
100-1405-7610	U.S. BANK	Interview Panel Coffee 11/8/23 (Starbucks)	3959		23.50
100-1405-7610	U.S. BANK	Interview Panel Lunch 11/15/23 (Heemo Sushi)	3959		157.59
100-1405-7614	U.S. BANK	Small Christmas Stockings (Amazon)	3959		24.02
100-1405-7614	U.S. BANK	2024 Daily Planner (Bownline USA)	3959		45.46
100-1410-7610	U.S. BANK	Gerard Batista MSA Training & Lunch	3959		25.00
100-1410-7610	U.S. BANK	(3) MSA Annual Holiday Lunch 12/12/23	3959		123.60
100-1020-7711	U.S. BANK	Thanksgiving Feast Supplies (Vons)	3960		57.64
100-1020-7711	U.S. BANK	Employee Recognition 1/26/24 Suppiles (Amazon)	3960		155.83
100-1020-7711	U.S. BANK	Thanksgiving Feast Supplies (Home Depot)	3960		95.79
100-1020-7711	U.S. BANK	Thanksgiving Raffle Prizes (Amazon)	3960		150.00
100-1020-7711	U.S. BANK	Thanksgiving Feast Supplies (Costco)	3960		211.03
100-1020-7711	U.S. BANK	Annual Awards Band Deposit 1/26/24 (SitaraSon)	3960		850.00
100-1605-7733	U.S. BANK	Netflix-Senior Ctr 11/4/23 - 12/3/23	3960		7.74
100-1605-7735	U.S. BANK	Netflix-Teen Ctr 11/4/23 - 12/3/23	3960		7.75
100-1605-7737	U.S. BANK	Excursion Tickets 11/18/23 (Paramount Studio)	3960		2,655.00
100-1805-7610	U.S. BANK	Staff Meeting Food 10/26/23 (T Burgers)	3960		89.90
100-1805-7610	U.S. BANK	Kristen Petersen Lunch Mtg w/Monrovia Staff (Sena)	3960		44.38
100-1805-7610	U.S. BANK	Save the Date Announcement (Paperless Post)	3960		58.00
100-1805-7610	U.S. BANK	Accounting for Capital Assets Webinar (CSMFO)	3960		150.00
100-1805-7610	U.S. BANK	A Chiaromonte Annual GAAP Training 12/14/23 (GFOA)	3960		135.00
100-1805-7610	U.S. BANK	Kristen Petersen GAAP Training 11/2/23 (GFOA)	3960		180.00
100-1805-7612	U.S. BANK	A Chiaromonte GFOA Membership 11/1/23-10/31/24	3960		150.00
100-1805-7612	U.S. BANK	Kristen Petersen 2024 CSMFO Membership	3960		135.00
100-1805-7612	U.S. BANK	GAAFR Plus Subscription (GFOA)	3960		149.00
100-1805-7614	U.S. BANK	Admin Srvcs Coffee Maker (Amazon)	3960		110.24
100-1805-7614	U.S. BANK	Admin Srvcs Coffee Supplies (Amazon)	3960		129.10
100-1810-7614	U.S. BANK	2023 Tax Forms (Tyler Business Forms)	3960		99.58
100-1815-7632	U.S. BANK	Finance Webinar 11/7/23 - 12/6/23 (Zoom)	3960		80.00
100-1815-7632	U.S. BANK	Adobe Creative Cloud/Acrobat Pro 11/13/23-12/12/23	3960		780.71
100-1815-7632	U.S. BANK	Adobe AcroPro 11/21/23 - 12/12/23	3960		12.24
100-1010-7980	U.S. BANK	Tzeitel Paras-Caracci Park Renaming (Starbucks)	3961		65.00

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1010-7980	U.S. BANK	Tzeitel Paras-Caracci Park Renamimg (Coffee Bean)	3961		15.25
100-1010-7980	U.S. BANK	Tzeitel Paras-Caracci Pk Renaming (A1 Party Rent)	3961		505.73
100-1010-7980	U.S. BANK	Tzeitel Paras-Caracci Park Renamimg (Smart&Final)	3961		93.33
100-1010-7980	U.S. BANK	Tzeitel Paras-Caracci Park Renamimg (Costo)	3961		37.07
100-1010-7980	U.S. BANK	Return-Tzeitel Paras-Caracci Pk Rename (Michaels)	3961		-48.40
100-1010-7980	U.S. BANK	Tzeitel Paras-Caracci Park Renamimg (Miniso)	3961		47.16
100-1010-7980	U.S. BANK	Tzeitel Paras-Caracci Park Renamimg (Winner Party)	3961		217.95
100-1010-7980	U.S. BANK	Tzeitel Paras-Caracci Park Renamimg (Michaels)	3961		109.69
100-1010-7980	U.S. BANK	Tzeitel Paras-Caracci Park Renamimg (Saniro)	3961		104.19
100-1010-7980	U.S. BANK	Tzeitel Paras-Caracci Park Renamimg (Amazon)	3961		103.75
100-1010-7980	U.S. BANK	Tzeitel Paras-Caracci Park Renamimg (SweetNothing)	3961		217.00
100-1010-7980	U.S. BANK	Return-Tzeitel Paras-Caracci Pk Renaming (Amazon)	3961		-7.60
100-1020-7711	U.S. BANK	Thanksgiving Feast Plates/Silverware (Amazon)	3961		148.54
100-1020-7716	U.S. BANK	Tree Lighting Event Supplies (Michaels)	3961		109.86
100-1020-7716	U.S. BANK	Tree Lighting Event Ribbon (Walmart)	3961		20.89
100-1020-7716	U.S. BANK	Tree Lighting Tamales/Champurrado (MariposaBakery)	3961		484.00
100-1020-7716	U.S. BANK	Tree Lighting Snowflake Lights (Amazon)	3961		65.24
100-1020-7716	U.S. BANK	Veterans Day Gift Cards (Amazon)	3961		150.00
100-1020-7716	U.S. BANK	Veteran's Day Ceremony Coffee (Starbucks)	3961		100.00
100-1020-7716	U.S. BANK	Tree Lighting/Holiday in Park Supplies (Amazon)	3961		287.73
100-1020-7716	U.S. BANK	Holiday in the Park Trees (Amazon)	3961		529.17
100-1020-7716	U.S. BANK	Tree Lighting Event Pastries (Mariposa Bakery)	3961		220.00
100-1020-7716	U.S. BANK	Tree Lighting/Holdiay Park Photo Backdrop (Imagen)	3961		570.09
100-1020-7716	U.S. BANK	Veteran's Day Event Snacks (Porto's Bakery)	3961		174.25
100-1605-7610	U.S. BANK	Manuel Enriquez Mtg w/Staff (Cafe Cultura)	3961		47.05
100-1605-7612	U.S. BANK	Canva Subscription	3961		239.40
100-1605-7614	U.S. BANK	AA Batteries (Amazon)	3961		20.72
100-1605-7614	U.S. BANK	Specialist Calendar (Amazon)	3961		34.11
100-1605-7650	U.S. BANK	City Vehicle Air for Tire (76 Gas Station)	3961		1.50
100-1605-7650	U.S. BANK	City Vehicle Car Wash (Nu Way Hand Wash)	3961		37.98
100-1605-7650	U.S. BANK	City Vehicle Air in Tire (CSC Servicework)	3961		2.00
100-1605-7691	U.S. BANK	P & R Commissioner Gifts (Coffee Bean & Tea)	3961		22.40
100-1605-7691	U.S. BANK	P & R Commissioner Gifts (Hobby Lobby)	3961		90.00

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7691	U.S. BANK	P & R Commissioner Gifts (See's Candies)	3961		82.50
100-1605-7691	U.S. BANK	P & R Commission Mtg Supplies (Home Goods)	3961		20.90
100-1605-7691	U.S. BANK	P & R Commissioner Gifts (Crate & Barrel)	3961		142.82
100-1605-7691	U.S. BANK	P & R Commissioner Gifts (Target)	3961		52.58
100-1605-7693	U.S. BANK	Mayors Youth Council Dinner 11/6/23 (The Habit)	3961		176.83
100-1605-7730	U.S. BANK	Halloween Howl Supplies (Amazon)	3961		55.61
100-1605-7730	U.S. BANK	Refund-Halloween Howl Hay Bales (Kruse Feed)	3961		-100.00
100-1605-7730	U.S. BANK	Balance-Halloween Booth Rental (PBG Entertainment)	3961		470.00
100-1605-7730	U.S. BANK	Ribbon for Holiday Events (Paper Source)	3961		72.43
100-1605-7730	U.S. BANK	Halloween Howl Family Contest Winner Gift (Max's)	3961		75.00
100-1605-7730	U.S. BANK	Halloween Howl Pizza (Little Caesars)	3961		112.32
100-1605-7730	U.S. BANK	Dia De Los Muertos Event Supplies (Amazon)	3961		46.50
100-1605-7730	U.S. BANK	Dept Table Cover Cleaning (Natures Cleaners)	3961		50.00
100-1605-7730	U.S. BANK	Holiday Special Event Supplies (Aldik Home)	3961		238.00
100-1605-7733	U.S. BANK	SC Thanksgiving Dinner Centerpieces (Quality)	3961		185.00
100-1605-7733	U.S. BANK	SC Special Event Holiday Gift Cards (Amazon)	3961		163.22
100-1605-7733	U.S. BANK	SC Holiday Pickleball Party Gifts (Amazon)	3961		129.98
100-1605-7733	U.S. BANK	SC Thanksgiving Dinner Pies & Plates (Costco)	3961		161.67
100-1605-7733	U.S. BANK	SC Bingo Prizes (Subway)	3961		100.00
100-1605-7733	U.S. BANK	SC Adhesive Strips/Pickleballs (Amazon)	3961		158.24
100-1605-7733	U.S. BANK	SC Wood Vases (Amazon)	3961		66.12
100-1605-7733	U.S. BANK	Senior Ctr Red Ribbon (Amazon)	3961		46.73
100-1605-7735	U.S. BANK	Duarte Dance Jackets/Varsity Letters (Amazon)	3961		491.56
100-1605-7735	U.S. BANK	Wild Stylez Dance Competition Gift Cards (Amazon)	3961		225.00
100-1605-7737	U.S. BANK	Deposit-Whale Watching 2/21/2024 (Davey's Locker)	3961		420.68
100-1605-7737	U.S. BANK	Excursion Box Lunches-Getty Museum (Subway)	3961		407.49
100-1605-7741	U.S. BANK	End of Season Sports Party (Little Caesars)	3961		131.04
100-1605-7741	U.S. BANK	End of Season Sports Party (Little Caesars)	3961		94.98
100-1605-7745	U.S. BANK	TC Boxing Mouthguards/Water Bottles (Amazon)	3961		59.51
100-1605-7980	U.S. BANK	Decoration Supplies (Amazon)	3961		24.23
100-1605-7980	U.S. BANK	Staff Meeting Snacks (Sweet Nothings Cake Shop)	3961		17.50
100-1605-7980	U.S. BANK	Bags (CVS Pharmacy)	3961		5.49
100-1610-7618	U.S. BANK	Clean Tablecloths (Quick Clean Cleaners)	3961		425.00
100-1610-7618	U.S. BANK	Building Supplies (Aldik Home)	3961		237.76
100-1610-7618	U.S. BANK	Vacuum Bags (Amazon)	3961		72.56

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1610-7618	U.S. BANK	Special Event Sound System (SP BYFP PRO)	3961		3,748.69
100-1610-7618	U.S. BANK	Council Drinks (Instacart)	3961		71.18
100-1610-7618	U.S. BANK	Microphone Covers (Amazon)	3961		17.26
100-1810-7980	U.S. BANK	Halloween Carving Contest Food (WingStop)	3961		188.17
100-1810-7980	U.S. BANK	Halloween Carving Contest Food (Sweet Nothings)	3961		48.25
100-1405-8100	HOME DEPOT CREDIT SERVICES	Early Pay Discount (#1030032)	BD24-0679	202317/1405-8100-Other Cap ..	-0.56
100-1405-8100	HOME DEPOT CREDIT SERVICES	Early Pay Discount (#30113)	BD24-0679	202317/1405-8100-Other Cap ..	-4.08
100-1605-7736	360 MARITAL ARTS ACADEMY ...	Instructor Fee-Karate Mini Session 8/25/23-9/15/23	3916		910.00
100-1605-7736	YOUNG REMBRANDTS	Instructor Fee-Steam Workshop 11/20/23 - 11/22/23	3967		436.80
100-1605-7736	JOVANA VILLEGAS	Instructor Fee-Ballet & Ballet/Tap Combo Fall 2023	3965		1,407.00
100-1605-7736	JOVANA VILLEGAS	Instrctor Fee-Culinary Class Fall 2023	3965		630.00
100-4816	PAUL AVILA	Ballroom Dance Class Refund	219255		35.00
100-1020-7716	DAVID WALLACH	Santa for Hire-Duarte Event 12/13/2023	219303		200.00
100-1020-7716	DAVID WALLACH	Santa for Hire-Duarte Event 11/30/2023	219303		100.00
100-1020-7716	DAVID WALLACH	Santa for Hire-Duarte Event 12/14/2023	219303		100.00
100-1020-7716	DAVID WALLACH	Santa for Hire-Duarte Event 12/15/2023	219303		200.00
100-1020-7716	DAVID WALLACH	Santa for Hire-Duarte Event 12/10/2023	219303		200.00
100-1605-7733	HEULYN REGINA DUMAS-JOH...	Senior Ctr Sewing Class 12/2023	3926		320.00
100-1020-7716	SMART & FINAL	Holiday Event Candy Canes	219294		239.88
100-2120	ROSSANA ARCHILA	ROP Bldg Rent Deposit Refund 11/18/23	219253		150.00
100-1605-7736	ARK INTERNATIONAL INC	Instructor Payment-Vocal Class S2 Fall	3919		145.60
100-1805-7653	SMART & FINAL	Card Replacement Fee	219251		25.00
100-1605-7733	RODOLFO CARDENAS	SC Holiday Brunch Entertainment	219262		150.00
100-4806	NINA MCCOMB	Excursion Refund-Holiday in Solvang	219281		42.30
100-1405-8100	CAL BLEND SOILS INC	Route 66 Sign Project Landscape Mulch	3921	202317/1405-8100-Other Cap ..	251.37
100-1610-7652	INX BUILDING MAINTENANCE	City Hall Janitorial Srvcs 12/2023	3935		1,723.28
100-1005-7640	CESAR A GARCIA	Council Vehicle Allowance	3931		75.00
100-1005-7641	TERA MARTIN DEL CAMPO	Council Vehicle Allowance	3943		75.00
100-1005-7642	MARGARET FINLAY	Council Vehicle Allowance	3930		75.00
100-1005-7643	VINH TRUONG	Council Vehicle Allowance	3958		75.00
100-1005-7644	JODY ERRANDI SCHULZ	Council Vehicle Allowance	3950		75.00
100-1005-7648	SAMUEL KANG	Council Vehicle Allowance	3937		75.00
100-1005-7650	TONEY LEWIS	Council Vehicle Allowance	3941		75.00
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	3923		566.00
100-1825-7674	TERESA RENTERIA	Health Insurance Reimbursement	3949		566.00
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	3933		435.00
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	3928		435.00
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	219257		435.00
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	3938		435.00

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1825-7674	JOHN FASANA	Health Insurance Reimbursement	3929		435.00
100-1825-7674	MICHAEL TARR	Health Insurance Reimbursement	3955		566.00
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	3920		218.00
100-1810-7672	GOVERNMENTJOBS.COM INC	NeoGov Renewal 2/15/2024 - 2/14/2025	3932		6,640.72
				Fund 100 - GENERAL FUND Total:	**617,948.43**
Fund: 220 - GAS TAX FUN					
220-2210-7813	JCL TRAFFIC SERVICES	Replacement Parking Signs	3936		681.49
220-2210-7813	JCL TRAFFIC SERVICES	Permit Parking Only Signs	3936		401.74
220-2210-7813	JCL TRAFFIC SERVICES	New Traffic Control Signs	3936		1,007.24
				Fund 220 - GAS TAX FUN Total:	**2,090.47**
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2405-7888	HOME DEPOT CREDIT SERVICES	Street Light Supplies	BD24-0679		308.70
240-2430-7887	HOME DEPOT CREDIT SERVICES	Mesa Gas Lamp Repair	BD24-0679		53.16
240-2430-7887	HOME DEPOT CREDIT SERVICES	Mesa Gas Lamp Repairs	BD24-0679		22.17
240-2405-7890	COUNTY OF LOS ANGELES DE...	Traffic Signal Maintenance 10/2023	219265		4,948.20
240-2423-7887	COUNTY OF LOS ANGELES DE...	FY24 Amberwood LLD Backflow Assembly	219264		37.00
240-2410-7662	COUNTY OF LOS ANGELES DE...	FY24 Royal Oaks Park Backflows (4) Assembly	219264		148.00
240-2410-7662	COUNTY OF LOS ANGELES DE...	FY24 Beardslee Park Backflow Assembly	219264		37.00
240-2410-7662	COUNTY OF LOS ANGELES DE...	FY24 Aloysia Moore Park Backflow Assembly	219264		37.00
240-2410-7662	COUNTY OF LOS ANGELES DE...	FY24 Paras-Caracci Park Backflow Assembly	219264		37.00
240-2410-7662	COUNTY OF LOS ANGELES DE...	FY24 Hacienda Park Backflow Assembly	219264		37.00
240-2410-7662	COUNTY OF LOS ANGELES DE...	FY24 Duarte Park Backflow Assembly	219264		37.00
240-2410-7662	WEST COAST ARBORISTS INC	Risk Assessment Report	3966		923.00
240-2405-7890	U.S. BANK	(2) Speed Radar Device Batteries (Interstate)	3959		1,111.30
				Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:	**7,736.53**
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
290-2905-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 10/2023	3942		11,916.67
				Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:	**11,916.67**
Fund: 400 - PARK DEVELOPMENT GRANT FUND					
400-4005-7965	NATURE FOR ALL	Fish Cyn Trail Restoration/Access Planning 9/2023	3947	202214-Exp-Fish Cyn Trail Res...	4,607.02
400-4005-8041	MOORE IACOFANO GOLTSMA...	Design Services-Duarte Park Revitalization 10/2023	219284	202213-Capial Exp-Duarte Par...	2,645.75
				Fund 400 - PARK DEVELOPMENT GRANT FUND Total:	**7,252.77**
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7650	CITY OF MONROVIA	Fuel-Transportation Dept 9/2023	219283		293.39
440-4405-7650	AUTOZONE	Yard Supplies (Lightbulbs/Motor Oil/Prestone)	219254		64.28
				Fund 440 - PROPOSITION A TRANSIT FUND Total:	**357.67**
				Grand Total:	**647,302.54**

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	617,948.43
220 - GAS TAX FUN	2,090.47
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	7,736.53
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	11,916.67
400 - PARK DEVELOPMENT GRANT FUND	7,252.77
440 - PROPOSITION A TRANSIT FUND	357.67
Grand Total:	**647,302.54**

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	75.00
100-1005-7641	Travel & Exp - Martin Del..	75.00
100-1005-7642	Travel & Exp - Finlay	75.00
100-1005-7643	Travel & Exp - Truong	75.00
100-1005-7644	Travel & Exp - Schulz	75.00
100-1005-7648	Travel & Exp - Kang	75.00
100-1005-7650	Travel & Exp - Lewis	75.00
100-1010-7610	Travel, Mtgs & Conf	318.70
100-1010-7612	Publications and Dues	18.00
100-1010-7614	Office Supplies	116.84
100-1010-7980	Other Expenses	2,310.62
100-1015-7684	Code Enforcement Legal	35,011.23
100-1020-7710	Chamber Of Commerce	1,600.00
100-1020-7711	Employee Recognition C…	1,668.83
100-1020-7712	Community Information …	9,401.99
100-1020-7716	Special Community Even…	4,251.11
100-1020-7720	DCTV	2,345.00
100-1020-7980	Other Expenses	3,359.81
100-1205-7614	Office Supplies	210.60
100-1205-7650	Vehicle Maintenance	1,584.33
100-1205-7779	Youth Programs	23.69
100-1205-7781	Contract Law Enforceme…	449,748.07
100-1205-7787	Public Safety Cntr Lease	13,664.83
100-1205-7980	Other Expenses	570.72
100-1405-7610	Travel, Mtgs & Conf	308.32
100-1405-7614	Office Supplies	434.05
100-1405-7650	Vehicle Maintenance	1,445.07
100-1405-7801	Industrial Waste Inspect…	1,429.61
100-1405-7965	Professional Services	3,134.00
100-1405-7980	Other Expenses	2,940.00
100-1405-8100	Other Capital Improvem…	613.42
100-1410-7610	Travel, Mtgs & Conf	148.60
100-1410-7650	Vehicle Maintenance	811.20
100-1410-7656	Emergency Generator	160.00
100-1410-7980	Other Expenses	127.58
100-1415-7661	Other Serv-Sports Park	37.00
100-1605-7610	Travel, Mtgs & Conf	287.05
100-1605-7612	Publications and Dues	239.40
100-1605-7614	Office Supplies	54.83
100-1605-7650	Vehicle Maintenance	430.55
100-1605-7691	Parks & Rec Commission	411.20
100-1605-7693	Youth Council	176.83
100-1605-7730	Special Events	2,260.70
100-1605-7732	City Picnic	2,413.00
100-1605-7733	Senior Center	2,267.49
100-1605-7735	Teen Center	744.78
100-1605-7736	Youth & Adult Recreatio…	6,939.80

Account Summary

Account Number	Account Name	Payment Amount
100-1605-7737	Adult Excursions	3,483.17
100-1605-7739	Publicity	964.93
100-1605-7741	Sports/Playground Progr…	226.02
100-1605-7745	Boxing Program	59.51
100-1605-7750	Bus Rentals	1,575.50
100-1605-7980	Other Expenses	47.22
100-1610-7618	Building Supplies	7,888.80
100-1610-7636	Uniforms	51.38
100-1610-7650	Vehicle Maintenance	1,396.53
100-1610-7652	Building Maint Services	3,333.42
100-1805-7610	Travel, Mtgs & Conf	707.28
100-1805-7612	Publications and Dues	569.00
100-1805-7614	Office Supplies	473.41
100-1805-7653	Bank Charges	25.00
100-1805-7654	Audit Services	10,000.00
100-1810-7614	Office Supplies	99.58
100-1810-7660	Other Services	96.00
100-1810-7672	Neogov Program Costs	6,640.72
100-1810-7980	Other Expenses	273.55
100-1815-7632	Software	872.95
100-1815-7965	Professional Services	12,500.00
100-1825-7613	Duplications And Photos	205.90
100-1825-7674	Retiree Health Insurance	4,091.00
100-1825-7687	Waste Mgmt Services	2,317.50
100-2012	Green Building Fees Pay…	1.00
100-2013	Strong Motions Fees Pay…	0.50
100-2120	Refundable Deposits	150.00
100-2121	Pass Through Deposits	1,488.75
100-2125	Metro Pass Through (TA…	95.00
100-2126	Construction and Demoli…	500.00
100-4201	Building Permits	239.30
100-4804	Swim Team Fees	1,815.00
100-4806	Excursion Fees	42.30
100-4807	Health Membership Fees	1,264.36
100-4816	Senior Recreation Class …	35.00
100-5004	Other Revenue	-125.00
220-2210-7813	Regulatory Signs	2,090.47
240-2405-7888	Repairs-Citywide	308.70
240-2405-7890	Repairs-Traffic Signal	6,059.50
240-2410-7662	Other Serv-Citywide	1,256.00
240-2423-7887	Repairs & Replacements	37.00
240-2430-7887	Repairs & Replacements	75.33
290-2905-7781	Contract Law Enforceme…	11,916.67
400-4005-7965	Professional Services	4,607.02
400-4005-8041	Park Improvements (Cap…	2,645.75
440-4405-7650	Vehicle Maintenance	357.67
	Grand Total:	**647,302.54**

Project Account Summary

Project Account Key	Payment Amount
None	632,643.73
202211/1205-7980-Live Scan/APU Tutors/DUSD FY21-23	558.87
202213-Capial Exp-Duarte Park Improvements	2,645.75
202214-Exp-Fish Cyn Trail Restoration/Access Plan	4,607.02
202316/1405-7965-Melcanyon Debris Catch Basin	2,432.00
202317/1405-8100-Other Cap Improv-Route 66 Art	613.42
202403/1605-7732-Car Show Registration-City Picnic	2,313.00

Project Account Summary

Project Account Key	Payment Amount
202417-dep-Westminister Garden Specific Plan & EIR	1,488.75
Grand Total:	**647,302.54**

Council Warrant Register By Vendor
By Fund

City of Duarte

Payment Dates 11/30/2023 - 12/13/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 4209 - 10-8 RETROFIT INC					
100-1405-7650	10-8 RETROFIT INC	Vehicle 33 Light Setup	19809		1,317.51
				Vendor 4209 - 10-8 RETROFIT INC Total:	**1,317.51**
Vendor: 6393 - 360 MARITAL ARTS ACADEMY INC					
100-1605-7736	360 MARITAL ARTS ACADEMY ...	Instructor Fee-Summer 2023 Karate	2023 Summer		1,814.40
100-1605-7736	360 MARITAL ARTS ACADEMY ...	Instructor Fee-Karate Mini Session 8/25/23-9/15/23	8		910.00
				Vendor 6393 - 360 MARITAL ARTS ACADEMY INC Total:	**2,724.40**
Vendor: 6554 - ADRIAN ZAMORA					
100-1605-7732	ADRIAN ZAMORA	2023 City Picnic Car Show	6811	202403/1605-7732-Car Show ...	578.25
				Vendor 6554 - ADRIAN ZAMORA Total:	**578.25**
Vendor: 5561 - ALBERTOS PLUMBING					
100-1610-7652	ALBERTOS PLUMBING	Senior Ctr Plumbing Repair	681913		550.00
				Vendor 5561 - ALBERTOS PLUMBING Total:	**550.00**
Vendor: T4751 - ALISON SMITH					
100-4804	ALISON SMITH	2023 Fall Swim Team Refund (Lily Smith)	2000418.004		105.00
100-4804	ALISON SMITH	2023 Fall Swim Team Refund (Mackenzie Smith)	2000419.004		105.00
				Vendor T4751 - ALISON SMITH Total:	**210.00**
Vendor: 4645 - ANCOM GROUP INC					
100-1605-7736	ANCOM GROUP INC	Instructor Fee-Critical Reading S1 Fall	FL23-1R		140.00
				Vendor 4645 - ANCOM GROUP INC Total:	**140.00**
Vendor: T4749 - ANN RODRIGUEZ					
100-4807	ANN RODRIGUEZ	2023 Pool Closure/Aquatics Refund	2000431.004		175.01
				Vendor T4749 - ANN RODRIGUEZ Total:	**175.01**
Vendor: 6429 - ARK INTERNATIONAL INC					
100-1605-7736	ARK INTERNATIONAL INC	Instructor Payment-Vocal Class S2 Fall	10230		145.60
				Vendor 6429 - ARK INTERNATIONAL INC Total:	**145.60**
Vendor: 6450 - ATHZIRI VILLA					
100-1205-7980	ATHZIRI VILLA	DUSD Tutoring Program	10/2023	202211/1205-7980-Live Scan/...	100.00
100-1205-7980	ATHZIRI VILLA	DUSD Tutoring Program	11/2023	202211/1205-7980-Live Scan/...	98.87
				Vendor 6450 - ATHZIRI VILLA Total:	**198.87**
Vendor: 5820 - BUCKNAM INFRASTRUCTURE GROUP INC					
100-1405-7980	BUCKNAM INFRASTRUCTURE ...	GIS Services 9/1/2023 - 9/30/2023	352-07.01R		2,940.00
				Vendor 5820 - BUCKNAM INFRASTRUCTURE GROUP INC Total:	**2,940.00**
Vendor: 1888 - CAL BLEND SOILS INC					
100-1405-8100	CAL BLEND SOILS INC	Route 66 Sign Project Landscape Mulch	80424	202317/1405-8100-Other Cap ..	251.37
				Vendor 1888 - CAL BLEND SOILS INC Total:	**251.37**
Vendor: 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE					
100-1810-7660	CALIFORNIA STATE DEPARTM...	Fingerprint Apps 10/2023	691963		96.00
				Vendor 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE Total:	**96.00**

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 0028 - CATHERINE BRATTA					
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	12/2023		435.00
				Vendor 0028 - CATHERINE BRATTA Total:	**435.00**
Vendor: 6340 - CESAR A GARCIA					
100-1005-7640	CESAR A GARCIA	Council Vehicle Allowance	12/2023		75.00
				Vendor 6340 - CESAR A GARCIA Total:	**75.00**
Vendor: T4738 - CHRISTOPHER AMURAO					
100-4807	CHRISTOPHER AMURAO	2023 Pool Closure/Aquatics Refund	2000404.004		90.62
				Vendor T4738 - CHRISTOPHER AMURAO Total:	**90.62**
Vendor: T4739 - CINDY CAMINS					
100-4804	CINDY CAMINS	2023 Fall Swim Team Refund (Audrey Camins)	2000412.004		120.00
				Vendor T4739 - CINDY CAMINS Total:	**120.00**
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4173906143		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4173906143		9.31
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4174818445		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4174818445		9.31
				Vendor 5140 - CINTAS CORPORATION #693 Total:	**70.00**
Vendor: 0903 - CITY OF MONROVIA					
100-1610-7650	CITY OF MONROVIA	Fuel-Facility Maintenance 9/2023	2400706		773.67
100-1410-7650	CITY OF MONROVIA	Fuel-Field Services 9/2023	2400707		811.20
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Rec 9/2023	2400708		389.07
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 9/2023	2400709		1,584.33
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 9/2023	2400710		6,771.05
100-1405-7650	CITY OF MONROVIA	Fuel-Cmty Development 9/2023	2400712		127.56
				Vendor 0903 - CITY OF MONROVIA Total:	**10,456.88**
Vendor: 6483 - CIVICA LAW GROUP, APC					
100-1015-7684	CIVICA LAW GROUP, APC	1001 Las Lomas Legal 10/2023	11333		14,949.63
100-1015-7684	CIVICA LAW GROUP, APC	1307 Bloomdale Legal 10/2023	11334		4,747.90
100-1015-7684	CIVICA LAW GROUP, APC	General Code Enforcement Legal 10/2023	11335		2,520.90
100-1015-7684	CIVICA LAW GROUP, APC	Mendoza v Duarte-Admin Appeal Legal 10/2023	11336		6,785.20
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations 10/2023	11337		6,000.00
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citation Expenses 10/2023	11338		7.60
				Vendor 6483 - CIVICA LAW GROUP, APC Total:	**35,011.23**
Vendor: 0890 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH					
100-1610-7652	COUNTY OF LOS ANGELES DE…	FY24 Town Ctr Backflows (3) Assembly	IN1299194		111.00
100-1415-7661	COUNTY OF LOS ANGELES DE…	FY24 Otis Gordon Sports Park Backflow Assembly	IN1302641		37.00
				Vendor 0890 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH Total:	**148.00**
Vendor: 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
100-1405-7801	COUNTY OF LOS ANGELES DE…	Industrial Waste Inspections 10/2023	23110602531		1,429.61
				Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:	**1,429.61**
Vendor: 0868 - CPRS DISTRICT 13					
100-1605-7610	CPRS DISTRICT 13	Holiday Cheer (Quantity 6) 12/7/2023	CPRS D208 Event		240.00
				Vendor 0868 - CPRS DISTRICT 13 Total:	**240.00**
Vendor: 4171 - CSMFO					
100-1805-7610	CSMFO	Angela Chiaromonte SGV Chapter Mtg 11/29/23	200020254		50.00

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1805-7612	CSMFO	Angela Chiaromonte 2024 Membership	300013157		135.00
				Vendor 4171 - CSMFO Total:	**185.00**
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1605-7739	CURO MANAGED PRINT PRO…	Holiday Ornament Event Signs	7275		110.25
				Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:	**110.25**
Vendor: 5025 - DARRELL RAY CARROLL					
100-1205-7614	DARRELL RAY CARROLL	PS Office Keys	25025		24.81
				Vendor 5025 - DARRELL RAY CARROLL Total:	**24.81**
Vendor: 6434 - DAVID WALLACH					
100-1020-7716	DAVID WALLACH	Santa for Hire-Duarte Event 12/13/2023	2256		200.00
100-1020-7716	DAVID WALLACH	Santa for Hire-Duarte Event 12/10/2023	2256		200.00
100-1020-7716	DAVID WALLACH	Santa for Hire-Duarte Event 12/14/2023	2256		100.00
100-1020-7716	DAVID WALLACH	Santa for Hire-Duarte Event 11/30/2023	2256		100.00
100-1020-7716	DAVID WALLACH	Santa for Hire-Duarte Event 12/15/2023	2256		200.00
				Vendor 6434 - DAVID WALLACH Total:	**800.00**
Vendor: T4744 - EEWAN LAW					
100-4807	EEWAN LAW	2023 Pool Closure/Aquatics Refund	2000432.004		133.32
				Vendor T4744 - EEWAN LAW Total:	**133.32**
Vendor: 1533 - EFREN CASTRO					
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	12/2023		566.00
				Vendor 1533 - EFREN CASTRO Total:	**566.00**
Vendor: 6460 - ELIJAH MORALES					
100-1205-7980	ELIJAH MORALES	DUSD Tutoring Program	10/2/23 - 10/30/23	202211/1205-7980-Live Scan/…	240.00
				Vendor 6460 - ELIJAH MORALES Total:	**240.00**
Vendor: T4754 - ERIKA VARGAS					
100-4804	ERIKA VARGAS	2023 Fall Swim Team Refund (Gabriel E Romero)	2000427.004		105.00
100-4804	ERIKA VARGAS	2023 Fall Swim Team Refund (Erik N Romero)	2000428.004		105.00
				Vendor T4754 - ERIKA VARGAS Total:	**210.00**
Vendor: 6552 - EVAN BROWN					
100-1605-7732	EVAN BROWN	2023 City Picnic Car Show	6812	202403/1605-7732-Car Show …	578.25
				Vendor 6552 - EVAN BROWN Total:	**578.25**
Vendor: 5687 - GOVERNMENTJOBS.COM INC					
100-1810-7672	GOVERNMENTJOBS.COM INC	NeoGov Renewal 2/15/2024 - 2/14/2025	INV-38924		6,640.72
				Vendor 5687 - GOVERNMENTJOBS.COM INC Total:	**6,640.72**
Vendor: 6002 - HEULYN REGINA DUMAS-JOHNSON					
100-1605-7736	HEULYN REGINA DUMAS-JOH…	Instructor Fee-Sewing Class Fall 2023	6		1,456.00
100-1605-7733	HEULYN REGINA DUMAS-JOH…	Senior Ctr Sewing Class 12/2023	6-SC		320.00
				Vendor 6002 - HEULYN REGINA DUMAS-JOHNSON Total:	**1,776.00**
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
100-1610-7618	HOME DEPOT CREDIT SERVICES	FC Drywall Repairs (Men's Locker Room)	4514879		171.28
100-1610-7618	HOME DEPOT CREDIT SERVICES	ROP Gazebo Repair	4520252		69.46
100-1610-7618	HOME DEPOT CREDIT SERVICES	Paint Supplies (Parks)	1544520		290.61
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Repairs/Supplies/Tools	0544773		214.09
100-1610-7650	HOME DEPOT CREDIT SERVICES	Vehicle 6 Toolbox	3544223		622.86

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1610-7618	HOME DEPOT CREDIT SERVICES	Work Gloves	2152632		36.87
100-1610-7618	HOME DEPOT CREDIT SERVICES	Concrete Repairs	2604693		149.02
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Repairs/Supplies/Tools	523269		235.21
100-1610-7618	HOME DEPOT CREDIT SERVICES	Tools for Parks/Yard Water Filters	5541299		369.60
100-1610-7618	HOME DEPOT CREDIT SERVICES	Electrical Repair (Beardslee Park)	542277		255.14
100-1205-7614	HOME DEPOT CREDIT SERVICES	Office Supplies	6344548		163.80
100-1410-7980	HOME DEPOT CREDIT SERVICES	City Yard Supplies	3300458		127.58
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Repairs/Supplies/Tools	2511307		186.70
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Repairs/Supplies/Tools	5522966		247.58
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Repairs/Supplies/Tools	4024322		167.62
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Repairs/Supplies/Tools	9143728		725.58
100-1610-7618	HOME DEPOT CREDIT SERVICES	Paras-Caracci Park Renaming Bolt Cutter	8115753		71.63
100-1405-8100	HOME DEPOT CREDIT SERVICES	Concrete Mow Strip-Rt 66 Sign Project	6422363	202317/1405-8100-Other Cap ..	111.13
100-1405-8100	HOME DEPOT CREDIT SERVICES	Concrete Mow Strip-Route 66 Sign Project	1030032	202317/1405-8100-Other Cap ..	30.82
100-1405-8100	HOME DEPOT CREDIT SERVICES	Concrete Mow Strip-Route 66 Sign Project	0030113	202317/1405-8100-Other Cap ..	224.74
100-1405-8100	HOME DEPOT CREDIT SERVICES	Early Pay Discount (#1030032)	611234168027690	202317/1405-8100-Other Cap ..	-0.56
100-1405-8100	HOME DEPOT CREDIT SERVICES	Early Pay Discount (#30113)	611234168027690	202317/1405-8100-Other Cap ..	-4.08
				Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:	**4,466.68**
Vendor: 1614 - IMS REFRIGERATION INC					
100-1610-7652	IMS REFRIGERATION INC	SC Ice Machine Repair	54499		930.52
				Vendor 1614 - IMS REFRIGERATION INC Total:	**930.52**
Vendor: 1465 - INLAND EMPIRE STAGES LTD					
100-1605-7750	INLAND EMPIRE STAGES LTD	Excursion Transportation-Paramount Studios	60411		1,575.50
				Vendor 1465 - INLAND EMPIRE STAGES LTD Total:	**1,575.50**
Vendor: 6309 - INX BUILDING MAINTENANCE					
100-1610-7652	INX BUILDING MAINTENANCE	City Hall Janitorial Srvcs 12/2023	981432		1,723.28
				Vendor 6309 - INX BUILDING MAINTENANCE Total:	**1,723.28**
Vendor: 3821 - JACQUELINE BURCKHARD					
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	12/2023		218.00
				Vendor 3821 - JACQUELINE BURCKHARD Total:	**218.00**
Vendor: T4746 - JESSICA LOPEZ-DRIOTIS					
100-4804	JESSICA LOPEZ-DRIOTIS	2023 Fall Swim Team Refund (Oliver Lopez-Duarte)	2000413.004		105.00
100-4804	JESSICA LOPEZ-DRIOTIS	2023 Fall Swim Team Refund (Amelie Lopez-Duarte)	2000414.004		105.00
				Vendor T4746 - JESSICA LOPEZ-DRIOTIS Total:	**210.00**
Vendor: T4745 - JIE LI					
100-4807	JIE LI	2023 Pool Closure/Aquatics Refund	2000425.004		92.50
				Vendor T4745 - JIE LI Total:	**92.50**
Vendor: 0128 - JIM KIRCHNER					
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	12/2023		435.00
				Vendor 0128 - JIM KIRCHNER Total:	**435.00**

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6550 - JISSEL IBARRA					
100-1205-7980	JISSEL IBARRA	DUSD Tutoring Program	10/2/23 - 10/30/23	202211/1205-7980-Live Scan/...	120.00
				Vendor 6550 - JISSEL IBARRA Total:	**120.00**
Vendor: 6204 - JODY ERRANDI SCHULZ					
100-1005-7644	JODY ERRANDI SCHULZ	Council Vehicle Allowance	12/2023		75.00
				Vendor 6204 - JODY ERRANDI SCHULZ Total:	**75.00**
Vendor: 0086 - JOHN FASANA					
100-1825-7674	JOHN FASANA	Health Insurance Reimbursement	12/2023		435.00
				Vendor 0086 - JOHN FASANA Total:	**435.00**
Vendor: T3851 - JOVANA VILLEGAS					
100-1605-7736	JOVANA VILLEGAS	Instructor Fee-Ballet & Ballet/Tap Combo Fall 2023	135826		1,407.00
100-1605-7736	JOVANA VILLEGAS	Instrctor Fee-Culinary Class Fall 2023	135827		630.00
				Vendor T3851 - JOVANA VILLEGAS Total:	**2,037.00**
Vendor: 6553 - JULIETTE ZAMORA					
100-1605-7732	JULIETTE ZAMORA	2023 City Picnic Car Show	6810	202403/1605-7732-Car Show ...	578.25
				Vendor 6553 - JULIETTE ZAMORA Total:	**578.25**
Vendor: 5828 - LAND DESIGN CONSULTANTS INC					
100-1405-7965	LAND DESIGN CONSULTANTS ...	Final PO #23-0016-R1-Mel Cyn Rd Stormwater Prjct	2309018	202316/1405-7965-Melcanyo...	2,432.00
				Vendor 5828 - LAND DESIGN CONSULTANTS INC Total:	**2,432.00**
Vendor: 5438 - LDM ASSOCIATES INC					
100-1405-7965	LDM ASSOCIATES INC	FY24 Federal Grant Administration 10/2023	8009		702.00
				Vendor 5438 - LDM ASSOCIATES INC Total:	**702.00**
Vendor: 5060 - LINDA HENDERSON					
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	12/2023		435.00
				Vendor 5060 - LINDA HENDERSON Total:	**435.00**
Vendor: 6551 - LINDA R SUSANA BEATTIE					
100-1020-7716	LINDA R SUSANA BEATTIE	Holiday Tree Lighiting Gingerbread Man Treats	556376		500.00
				Vendor 6551 - LINDA R SUSANA BEATTIE Total:	**500.00**
Vendor: T4755 - LISA VIGIL					
100-4804	LISA VIGIL	2023 Fall Swim Team Refund (Owen Vigil)	2000426.004		105.00
				Vendor T4755 - LISA VIGIL Total:	**105.00**
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 10/2023	240994EC		442,977.02
				Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:	**442,977.02**
Vendor: 5698 - LUDECKE PROPERTY MANAGEMENT INC					
100-1020-7710	LUDECKE PROPERTY MANAG...	Chamber Lease 12/2023	1735-huntplaz-1223		1,600.00
				Vendor 5698 - LUDECKE PROPERTY MANAGEMENT INC Total:	**1,600.00**
Vendor: T4748 - MALLORY MCCREARY					
100-4804	MALLORY MCCREARY	2023 Fall Swim Team Refund (Simone Winer)	2000411.004		105.00
				Vendor T4748 - MALLORY MCCREARY Total:	**105.00**
Vendor: 6039 - MANUEL ENRIQUEZ					
100-1605-7732	MANUEL ENRIQUEZ	City Picnic Beer Garden License Reimbursement	9/21/2023		100.00
				Vendor 6039 - MANUEL ENRIQUEZ Total:	**100.00**
Vendor: 0285 - MARGARET FINLAY					
100-1005-7642	MARGARET FINLAY	Council Vehicle Allowance	12/2023		75.00
				Vendor 0285 - MARGARET FINLAY Total:	**75.00**

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: T4750 - MARY ANN SHINNICK					
100-4807	MARY ANN SHINNICK	2023 Pool Closure/Aquatics Refund	2000405.004		162.50
				Vendor T4750 - MARY ANN SHINNICK Total:	**162.50**
Vendor: T4742 - MATT HARBICHT					
100-4804	MATT HARBICHT	2023 Fall Swim Team Refund (Grace Harbicht)	2000410.004		105.00
				Vendor T4742 - MATT HARBICHT Total:	**105.00**
Vendor: T4741 - MATTHEW FORRESTER					
100-4807	MATTHEW FORRESTER	2023 Pool Closure/Aquatics Refund	2000429.004		14.84
				Vendor T4741 - MATTHEW FORRESTER Total:	**14.84**
Vendor: 5711 - MAX'S MEXICAN CUISINE					
100-1010-7980	MAX'S MEXICAN CUISINE	Royal Oaks Annexation Workshop	11/14/2023		496.12
				Vendor 5711 - MAX'S MEXICAN CUISINE Total:	**496.12**
Vendor: 4286 - MAXTREME INC					
100-1815-7965	MAXTREME INC	IT Helpdesk 11/2023	13705		12,500.00
				Vendor 4286 - MAXTREME INC Total:	**12,500.00**
Vendor: T4740 - MEGAN DUARTE					
100-4807	MEGAN DUARTE	2023 Pool Closure/Aquatics Refund	2000430.004		125.00
				Vendor T4740 - MEGAN DUARTE Total:	**125.00**
Vendor: 1042 - MICHAEL TARR					
100-1825-7674	MICHAEL TARR	Health Insurance Reimbursement	12/2023		566.00
				Vendor 1042 - MICHAEL TARR Total:	**566.00**
Vendor: T4743 - MINA KASAMA					
100-4807	MINA KASAMA	2023 Pool Closure/Aquatics Refund	2000424.004		112.50
				Vendor T4743 - MINA KASAMA Total:	**112.50**
Vendor: 5454 - MOORE IACOFANO GOLTSMAN INC					
100-2121	MOORE IACOFANO GOLTSMA…	Westminster Gardens Specific Plan 9/2023 (R101010)	0083312	202417-dep-Westminister Ga…	1,488.75
				Vendor 5454 - MOORE IACOFANO GOLTSMAN INC Total:	**1,488.75**
Vendor: 5794 - MOSS, LEVY & HARTZHEIM LLP					
100-1805-7654	MOSS, LEVY & HARTZHEIM LLP	FY23 Year End Fieldwork-Financial Statements	14543-Revised		6,700.00
100-1805-7654	MOSS, LEVY & HARTZHEIM LLP	FY23 Year End Fieldwork-SBITA Calculation Work	14543-Revised		2,000.00
100-1805-7654	MOSS, LEVY & HARTZHEIM LLP	FY23 Year End Fieldwork-Single Audit	14543-Revised		1,300.00
				Vendor 5794 - MOSS, LEVY & HARTZHEIM LLP Total:	**10,000.00**
Vendor: 2461 - MVP, LLC					
100-1205-7787	MVP, LLC	Public Safety Lease	12/2023		13,664.83
				Vendor 2461 - MVP, LLC Total:	**13,664.83**
Vendor: T4759 - NINA MCCOMB					
100-4806	NINA MCCOMB	Excursion Refund-Holiday in Solvang	2000416.005		42.30
				Vendor T4759 - NINA MCCOMB Total:	**42.30**
Vendor: T4756 - NORMARIE WAYBOURN					
100-4807	NORMARIE WAYBOURN	2023 Pool Closure/Aquatics Refund	2000408.004		151.82
				Vendor T4756 - NORMARIE WAYBOURN Total:	**151.82**
Vendor: T4731 - PAUL AVILA					
100-4816	PAUL AVILA	Ballroom Dance Class Refund	2000413.005		35.00
				Vendor T4731 - PAUL AVILA Total:	**35.00**

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: T4753 - PHUONG TRUONG					
100-4804	PHUONG TRUONG	2023 Fall Swim Team Refund (Ashley Ta)	2000420.004		120.00
				Vendor T4753 - PHUONG TRUONG Total:	**120.00**
Vendor: 6372 - R3 CONSULTING GROUP					
100-1825-7687	R3 CONSULTING GROUP	On-Call Consulting Services 10/2023	123008		2,317.50
				Vendor 6372 - R3 CONSULTING GROUP Total:	**2,317.50**
Vendor: 0768 - RALPHS GROCERY COMPANY					
100-1810-7980	RALPHS GROCERY COMPANY	Halloween Carving Contest Drinks	077665		37.13
				Vendor 0768 - RALPHS GROCERY COMPANY Total:	**37.13**
Vendor: 6057 - REGIONAL TAP SERVICE CENTER					
100-2125	REGIONAL TAP SERVICE CENT…	TAP Card Reload 10/2023	6021295		95.00
				Vendor 6057 - REGIONAL TAP SERVICE CENTER Total:	**95.00**
Vendor: 6293 - RODOLFO CARDENAS					
100-1605-7733	RODOLFO CARDENAS	SC Holiday Brunch Entertainment	12/14/2023		150.00
				Vendor 6293 - RODOLFO CARDENAS Total:	**150.00**
Vendor: T3262 - ROSSANA ARCHILA					
100-2120	ROSSANA ARCHILA	ROP Bldg Rent Deposit Refund 11/18/23	R101480		150.00
				Vendor T3262 - ROSSANA ARCHILA Total:	**150.00**
Vendor: 5263 - SAMUEL KANG					
100-1005-7648	SAMUEL KANG	Council Vehicle Allowance	12/2023		75.00
				Vendor 5263 - SAMUEL KANG Total:	**75.00**
Vendor: 0202 - SHAFFER AWARDS					
100-1205-7614	SHAFFER AWARDS	Bryan Arizumi Name Plate	7695		21.99
				Vendor 0202 - SHAFFER AWARDS Total:	**21.99**
Vendor: T4240 - SHEILA BRIGGS					
100-4804	SHEILA BRIGGS	2023 Fall Swim Team Refund (Quinn Briggs)	2000416.004		105.00
100-4804	SHEILA BRIGGS	2023 Fall Swim Team Refund (Macie Briggs)	2000417.004		105.00
				Vendor T4240 - SHEILA BRIGGS Total:	**210.00**
Vendor: 0206 - SIMON EQUIPMENT RENTALS					
100-1610-7618	SIMON EQUIPMENT RENTALS	Roto Tiller Rental	154690		125.96
				Vendor 0206 - SIMON EQUIPMENT RENTALS Total:	**125.96**
Vendor: 0209 - SMART & FINAL					
100-1605-7735	SMART & FINAL	TC Snack Bar Supplies	707299		20.47
100-1605-7733	SMART & FINAL	SC Thanksgiving Dinner Supplies	581099		386.81
100-1605-7730	SMART & FINAL	2023 Turkey Trot Supplies	195700		151.21
100-1020-7716	SMART & FINAL	Holiday Event Candy Canes	763300		239.88
100-1805-7653	SMART & FINAL	Card Replacement Fee	11302023		25.00
				Vendor 0209 - SMART & FINAL Total:	**823.37**
Vendor: 2688 - STAPLES ADVANTAGE					
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	3552632666		234.07
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	3552632666		205.90
100-1605-7733	STAPLES ADVANTAGE	SC Office Supplies	3552692617		225.01
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3552692618		184.68
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3552910571		55.78
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3552910572		81.90
100-1605-7733	STAPLES ADVANTAGE	SC Large Envelopes	3553062854		16.97
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3553062855		42.21
				Vendor 2688 - STAPLES ADVANTAGE Total:	**1,046.52**

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 0083 - STEVE ESBENSHADE					
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	12/2023		435.00
				Vendor 0083 - STEVE ESBENSHADE Total:	**435.00**
Vendor: 6343 - STUBBIES PROMOTIONS INC					
100-1020-7980	STUBBIES PROMOTIONS INC	Annual Employee Awards Gift	23223		1,937.81
				Vendor 6343 - STUBBIES PROMOTIONS INC Total:	**1,937.81**
Vendor: 6462 - SUNBELT RENTALS INC					
100-1605-7730	SUNBELT RENTALS INC	Halloween Howl Light Tower Rental	146593482-0001		661.24
100-1605-7730	SUNBELT RENTALS INC	Halloween Howl Light Tower Rental	146593482-0002		428.39
				Vendor 6462 - SUNBELT RENTALS INC Total:	**1,089.63**
Vendor: 1610 - SUNWEST ENGINEERING					
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 11/16/2023	SA-39355		160.00
				Vendor 1610 - SUNWEST ENGINEERING Total:	**160.00**
Vendor: 6457 - TERA MARTIN DEL CAMPO					
100-1005-7641	TERA MARTIN DEL CAMPO	Council Vehicle Allowance	12/2023		75.00
				Vendor 6457 - TERA MARTIN DEL CAMPO Total:	**75.00**
Vendor: 3904 - TERESA RENTERIA					
100-1825-7674	TERESA RENTERIA	Health Insurance Reimbursement	12/2023		566.00
				Vendor 3904 - TERESA RENTERIA Total:	**566.00**
Vendor: 6445 - TERRY QUINTANA					
100-1605-7732	TERRY QUINTANA	2023 City Picnic Car Show	6807	202403/1605-7732-Car Show ...	578.25
				Vendor 6445 - TERRY QUINTANA Total:	**578.25**
Vendor: 4241 - THE SAUCE CREATIVE SERVICES CORP					
100-1605-7739	THE SAUCE CREATIVE SERVICE...	Holiday in the Park Signage	6562		854.68
				Vendor 4241 - THE SAUCE CREATIVE SERVICES CORP Total:	**854.68**
Vendor: 5544 - THEODORE SIEGEL					
100-1605-7733	THEODORE SIEGEL	'White Christmas' Screening/Presentation	12/21/2023		150.00
				Vendor 5544 - THEODORE SIEGEL Total:	**150.00**
Vendor: 6100 - TONEY LEWIS					
100-1005-7650	TONEY LEWIS	Council Vehicle Allowance	12/2023		75.00
				Vendor 6100 - TONEY LEWIS Total:	**75.00**
Vendor: T4758 - TOP ONE CONCRETE INC					
100-2126	TOP ONE CONCRETE INC	Const/Demo Deposit Refund (Pmt #2023-309)	R100058		500.00
100-5004	TOP ONE CONCRETE INC	Administrative Fee (Pmt #2023-309)	R100058		-125.00
				Vendor T4758 - TOP ONE CONCRETE INC Total:	**375.00**
Vendor: 5284 - TRIPEPI SMITH & ASSOCIATES					
100-1020-7712	TRIPEPI SMITH & ASSOCIATES	Communications & Social Media Mgmt 11/2023	11212		9,391.00
100-1020-7720	TRIPEPI SMITH & ASSOCIATES	PEG Channel Management Services 11/2023	11213		2,345.00
				Vendor 5284 - TRIPEPI SMITH & ASSOCIATES Total:	**11,736.00**
Vendor: 4484 - U.S. BANK					
100-1010-7610	U.S. BANK	Alert Nunez MMASC Conf Hotel (Loews Hotel)	11272023BV		317.03
100-1010-7610	U.S. BANK	Refund-Andres Rangel CCCA City Mgr's Summit	11272023BV		-85.00
100-1010-7610	U.S. BANK	Meeting w/ Captain Meza 10/24/23 (Max's)	11272023BV		29.99
100-1010-7610	U.S. BANK	CCCA City Mgr Summit Parking Fee (USC Hotel)	11272023BV		16.50

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1010-7610	U.S. BANK	Meeting w/John Fasana 11/14/23 (1913 Restaurant)	11272023BV		40.18
100-1010-7612	U.S. BANK	Pasadena Star News Online Subscription	11272023BV		18.00
100-1010-7614	U.S. BANK	Office Supplies (Amazon)	11272023BV		29.30
100-1010-7614	U.S. BANK	Route 66 Ribbon Cutting Ceremony (Amazon)	11272023BV		87.54
100-1010-7980	U.S. BANK	Instacart Subscription 11/4/2023 - 11/3/2024	11272023BV		99.00
100-1010-7980	U.S. BANK	CC Mtg Dinner 10/24/23 (Merengue Bakery)	11272023BV		94.49
100-1010-7980	U.S. BANK	CC Dinner 11/14/23 (Crumbl Cookies)	11272023BV		86.25
100-1010-7980	U.S. BANK	CC Mtg Dinner 10/24/23 (Janet's)	11272023BV		47.80
100-1010-7980	U.S. BANK	CERT Community Clean-up Meal (Redwood Pizza)	11272023BV		11.85
100-1010-7980	U.S. BANK	DashPass 11/5/2023 - 12/5/2023 (DoorDash)	11272023BV		9.99
100-1010-7980	U.S. BANK	Albert Nunez MMASC Webinar 12/7/2023	11272023BV		5.00
100-1020-7712	U.S. BANK	Spotify Subscription	11272023BV		10.99
100-1020-7980	U.S. BANK	City of Duarte SWAG (4Imprint)	11272023BV		1,422.00
100-1205-7779	U.S. BANK	DART Community Clean-up Meal (Redwood Pizza)	11272023BV		23.69
100-1205-7980	U.S. BANK	CERT Community Clean-up Meal (Redwood Pizza)	11272023BV		11.85
100-1405-7610	U.S. BANK	Interview Panel Lunch Pkg 11/8/23 (Hope Village)	11272023CH		8.00
100-1405-7610	U.S. BANK	Interview Panel Lunch 11/15/23 (Heemo Sushi)	11272023CH		157.59
100-1405-7610	U.S. BANK	Interview Panel Lunch 11/8/23 (Hope Village)	11272023CH		119.23
100-1405-7610	U.S. BANK	Interview Panel Coffee 11/8/23 (Starbucks)	11272023CH		23.50
100-1405-7614	U.S. BANK	2024 Daily Planner (Bownline USA)	11272023CH		45.46
100-1405-7614	U.S. BANK	Small Christmas Stockings (Amazon)	11272023CH		24.02
100-1410-7610	U.S. BANK	(3) MSA Annual Holiday Lunch 12/12/23	11272023CH		123.60
100-1410-7610	U.S. BANK	Gerard Batista MSA Training & Lunch	11272023CH		25.00
100-1020-7711	U.S. BANK	Thanksgiving Feast Supplies (Home Depot)	11272023KP		95.79
100-1020-7711	U.S. BANK	Thanksgiving Raffle Prizes (Amazon)	11272023KP		150.00
100-1020-7711	U.S. BANK	Employee Recognition 1/26/24 Suppiles (Amazon)	11272023KP		155.83
100-1020-7711	U.S. BANK	Annual Awards Band Deposit 1/26/24 (SitaraSon)	11272023KP		850.00
100-1020-7711	U.S. BANK	Thanksgiving Feast Supplies (Vons)	11272023KP		57.64
100-1020-7711	U.S. BANK	Thanksgiving Feast Supplies (Costco)	11272023KP		211.03
100-1605-7733	U.S. BANK	Netflix-Senior Ctr 11/4/23 - 12/3/23	11272023KP		7.74
100-1605-7735	U.S. BANK	Netflix-Teen Ctr 11/4/23 - 12/3/23	11272023KP		7.75
100-1605-7737	U.S. BANK	Excursion Tickets 11/18/23 (Paramount Studio)	11272023KP		2,655.00
100-1805-7610	U.S. BANK	Staff Meeting Food 10/26/23 (T Burgers)	11272023KP		89.90

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1805-7610	U.S. BANK	Kristen Petersen Lunch Mtg w/Monrovia Staff (Sena)	11272023KP		44.38
100-1805-7610	U.S. BANK	Save the Date Announcement (Paperless Post)	11272023KP		58.00
100-1805-7610	U.S. BANK	Kristen Petersen GAAP Training 11/2/23 (GFOA)	11272023KP		180.00
100-1805-7610	U.S. BANK	Accounting for Capital Assets Webinar (CSMFO)	11272023KP		150.00
100-1805-7610	U.S. BANK	A Chiaromonte Annual GAAP Training 12/14/23 (GFOA)	11272023KP		135.00
100-1805-7612	U.S. BANK	A Chiaromonte GFOA Membership 11/1/23-10/31/24	11272023KP		150.00
100-1805-7612	U.S. BANK	GAAFR Plus Subscription (GFOA)	11272023KP		149.00
100-1805-7612	U.S. BANK	Kristen Petersen 2024 CSMFO Membership	11272023KP		135.00
100-1805-7614	U.S. BANK	Admin Srvcs Coffee Maker (Amazon)	11272023KP		110.24
100-1805-7614	U.S. BANK	Admin Srvcs Coffee Supplies (Amazon)	11272023KP		129.10
100-1810-7614	U.S. BANK	2023 Tax Forms (Tyler Business Forms)	11272023KP		99.58
100-1815-7632	U.S. BANK	Adobe AcroPro 11/21/23 - 12/12/23	11272023KP		12.24
100-1815-7632	U.S. BANK	Finance Webinar 11/7/23 - 12/6/23 (Zoom)	11272023KP		80.00
100-1815-7632	U.S. BANK	Adobe Creative Cloud/Acrobat Pro 11/13/23-12/12/23	11272023KP		780.71
100-1010-7980	U.S. BANK	Tzeitel Paras-Caracci Park Renamimg (Smart&Final)	11272023ME		93.33
100-1010-7980	U.S. BANK	Tzeitel Paras-Caracci Pk Renaming (A1 Party Rent)	11272023ME		505.73
100-1010-7980	U.S. BANK	Tzeitel Paras-Caracci Park Renaming (Starbucks)	11272023ME		65.00
100-1010-7980	U.S. BANK	Tzeitel Paras-Caracci Park Renamimg (SweetNothing)	11272023ME		217.00
100-1010-7980	U.S. BANK	Return-Tzeitel Paras-Caracci Pk Renaming (Amazon)	11272023ME		-7.60
100-1010-7980	U.S. BANK	Tzeitel Paras-Caracci Park Renamimg (Miniso)	11272023ME		47.16
100-1010-7980	U.S. BANK	Tzeitel Paras-Caracci Park Renamimg (Coffee Bean)	11272023ME		15.25
100-1010-7980	U.S. BANK	Tzeitel Paras-Caracci Park Renamimg (Winner Party)	11272023ME		217.95
100-1010-7980	U.S. BANK	Tzeitel Paras-Caracci Park Renamimg (Saniro)	11272023ME		104.19
100-1010-7980	U.S. BANK	Tzeitel Paras-Caracci Park Renamimg (Costo)	11272023ME		37.07
100-1010-7980	U.S. BANK	Tzeitel Paras-Caracci Park Renamimg (Michaels)	11272023ME		109.69
100-1010-7980	U.S. BANK	Tzeitel Paras-Caracci Park Renamimg (Amazon)	11272023ME		103.75
100-1010-7980	U.S. BANK	Return-Tzeitel Paras-Caracci Pk Rename (Michaels)	11272023ME		-48.40
100-1020-7711	U.S. BANK	Thanksgiving Feast Plates/Silverware (Amazon)	11272023ME		148.54
100-1020-7716	U.S. BANK	Tree Lighting Event Pastries (Mariposa Bakery)	11272023ME		220.00
100-1020-7716	U.S. BANK	Veteran's Day Ceremony Coffee (Starbucks)	11272023ME		100.00
100-1020-7716	U.S. BANK	Veterans Day Gift Cards (Amazon)	11272023ME		150.00
100-1020-7716	U.S. BANK	Tree Lighting Event Supplies (Michaels)	11272023ME		109.86

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1020-7716	U.S. BANK	Tree Lighting Tamales/Champurrado (MariposaBakery)	11272023ME		484.00
100-1020-7716	U.S. BANK	Tree Lighting/Holdiay Park Photo Backdrop (Imagen)	11272023ME		570.09
100-1020-7716	U.S. BANK	Holiday in the Park Trees (Amazon)	11272023ME		529.17
100-1020-7716	U.S. BANK	Tree Lighting Snowflake Lights (Amazon)	11272023ME		65.24
100-1020-7716	U.S. BANK	Tree Lighting/Holiday in Park Supplies (Amazon)	11272023ME		287.73
100-1020-7716	U.S. BANK	Tree Lighting Event Ribbon (Walmart)	11272023ME		20.89
100-1020-7716	U.S. BANK	Veteran's Day Event Snacks (Porto's Bakery)	11272023ME		174.25
100-1605-7610	U.S. BANK	Manuel Enriquez Mtg w/Staff (Cafe Cultura)	11272023ME		47.05
100-1605-7612	U.S. BANK	Canva Subscription	11272023ME		239.40
100-1605-7614	U.S. BANK	AA Batteries (Amazon)	11272023ME		20.72
100-1605-7614	U.S. BANK	Specialist Calendar (Amazon)	11272023ME		34.11
100-1605-7650	U.S. BANK	City Vehicle Air in Tire (CSC Servicework)	11272023ME		2.00
100-1605-7650	U.S. BANK	City Vehicle Car Wash (Nu Way Hand Wash)	11272023ME		37.98
100-1605-7650	U.S. BANK	City Vehicle Air for Tire (76 Gas Station)	11272023ME		1.50
100-1605-7691	U.S. BANK	P & R Commissioner Gifts (Crate & Barrel)	11272023ME		142.82
100-1605-7691	U.S. BANK	P & R Commissioner Gifts (Coffee Bean & Tea)	11272023ME		22.40
100-1605-7691	U.S. BANK	P & R Commission Mtg Supplies (Home Goods)	11272023ME		20.90
100-1605-7691	U.S. BANK	P & R Commissioner Gifts (Hobby Lobby)	11272023ME		90.00
100-1605-7691	U.S. BANK	P & R Commissioner Gifts (See's Candies)	11272023ME		82.50
100-1605-7691	U.S. BANK	P & R Commissioner Gifts (Target)	11272023ME		52.58
100-1605-7693	U.S. BANK	Mayors Youth Council Dinner 11/6/23 (The Habit)	11272023ME		176.83
100-1605-7730	U.S. BANK	Refund-Halloween Howl Hay Bales (Kruse Feed)	11272023ME		-100.00
100-1605-7730	U.S. BANK	Halloween Howl Family Contest Winner Gift (Max's)	11272023ME		75.00
100-1605-7730	U.S. BANK	Balance-Halloween Booth Rental (PBG Entertainment)	11272023ME		470.00
100-1605-7730	U.S. BANK	Ribbon for Holiday Events (Paper Source)	11272023ME		72.43
100-1605-7730	U.S. BANK	Halloween Howl Supplies (Amazon)	11272023ME		55.61
100-1605-7730	U.S. BANK	Dept Table Cover Cleaning (Natures Cleaners)	11272023ME		50.00
100-1605-7730	U.S. BANK	Dia De Los Muertos Event Supplies (Amazon)	11272023ME		46.50
100-1605-7730	U.S. BANK	Halloween Howl Pizza (Little Caesars)	11272023ME		112.32
100-1605-7730	U.S. BANK	Holiday Special Event Supplies (Aldik Home)	11272023ME		238.00
100-1605-7733	U.S. BANK	SC Wood Vases (Amazon)	11272023ME		66.12
100-1605-7733	U.S. BANK	SC Thanksgiving Dinner Centerpieces (Quality)	11272023ME		185.00
100-1605-7733	U.S. BANK	SC Special Event Holiday Gift Cards (Amazon)	11272023ME		163.22

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1605-7733	U.S. BANK	SC Thanksgiving Dinner Pies & Plates (Costco)	11272023ME		161.67
100-1605-7733	U.S. BANK	SC Adhesive Strips/Pickleballs (Amazon)	11272023ME		158.24
100-1605-7733	U.S. BANK	SC Holiday Pickleball Party Gifts (Amazon)	11272023ME		129.98
100-1605-7733	U.S. BANK	Senior Ctr Red Ribbon (Amazon)	11272023ME		46.73
100-1605-7733	U.S. BANK	SC Bingo Prizes (Subway)	11272023ME		100.00
100-1605-7735	U.S. BANK	Wild Stylez Dance Competition Gift Cards (Amazon)	11272023ME		225.00
100-1605-7735	U.S. BANK	Duarte Dance Jackets/Varsity Letters (Amazon)	11272023ME		491.56
100-1605-7737	U.S. BANK	Excursion Box Lunches-Getty Museum (Subway)	11272023ME		407.49
100-1605-7737	U.S. BANK	Deposit-Whale Watching 2/21/2024 (Davey's Locker)	11272023ME		420.68
100-1605-7741	U.S. BANK	End of Season Sports Party (Little Caesars)	11272023ME		131.04
100-1605-7741	U.S. BANK	End of Season Sports Party (Little Caesars)	11272023ME		94.98
100-1605-7745	U.S. BANK	TC Boxing Mouthguards/Water Bottles (Amazon)	11272023ME		59.51
100-1605-7980	U.S. BANK	Bags (CVS Pharmacy)	11272023ME		5.49
100-1605-7980	U.S. BANK	Staff Meeting Snacks (Sweet Nothings Cake Shop)	11272023ME		17.50
100-1605-7980	U.S. BANK	Decoration Supplies (Amazon)	11272023ME		24.23
100-1610-7618	U.S. BANK	Special Event Sound System (SP BYFP PRO)	11272023ME		3,748.69
100-1610-7618	U.S. BANK	Vacuum Bags (Amazon)	11272023ME		72.56
100-1610-7618	U.S. BANK	Council Drinks (Instacart)	11272023ME		71.18
100-1610-7618	U.S. BANK	Microphone Covers (Amazon)	11272023ME		17.26
100-1610-7618	U.S. BANK	Clean Tablecloths (Quick Clean Cleaners)	11272023ME		425.00
100-1610-7618	U.S. BANK	Building Supplies (Aldik Home)	11272023ME		237.76
100-1810-7980	U.S. BANK	Halloween Carving Contest Food (WingStop)	11272023ME		188.17
100-1810-7980	U.S. BANK	Halloween Carving Contest Food (Sweet Nothings)	11272023ME		48.25
				Vendor 4484 - U.S. BANK Total:	**23,304.63**
Vendor: T4757 - US DEVELOPERS INC					
100-2012	US DEVELOPERS INC	Pmt #2023-483/1944 Atlin St Refund	R101401		1.00
100-2013	US DEVELOPERS INC	Pmt #2023-483/1944 Atlin St Refund	R101401		0.50
100-4201	US DEVELOPERS INC	Pmt #2023-483/1944 Atlin St Refund	R101401		239.30
				Vendor T4757 - US DEVELOPERS INC Total:	**240.80**
Vendor: T4752 - VANDY TRAN					
100-4804	VANDY TRAN	2023 Fall Swim Team Refund (Mykah Nguyen)	2000421.004		105.00
100-4804	VANDY TRAN	2023 Fall Swim Team Refund (Kynslie Lau)	2000422.004		105.00
100-4804	VANDY TRAN	2023 Fall Swim Team Refund (Vionna Lau)	2000423.004		105.00
				Vendor T4752 - VANDY TRAN Total:	**315.00**
Vendor: 6196 - VINH TRUONG					
100-1005-7643	VINH TRUONG	Council Vehicle Allowance	12/2023		75.00
				Vendor 6196 - VINH TRUONG Total:	**75.00**
Vendor: T4747 - YI LOU					
100-4807	YI LOU	2023 Pool Closure/Aquatics Refund	2000406.004		206.25

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-4804	YI LOU	2023 Fall Swim Team Refund (Nan Jiang)	2000407.004		105.00
				Vendor T4747 - YI LOU Total:	**311.25**
Vendor: 4413 - YOUNG REMBRANDTS					
100-1605-7736	YOUNG REMBRANDTS	Instructor Fee-Steam Workshop 11/20/23 - 11/22/23	95226		436.80
				Vendor 4413 - YOUNG REMBRANDTS Total:	**436.80**
				Fund 100 - GENERAL FUND Total:	**617,948.43**
Fund: 220 - GAS TAX FUN					
Vendor: 3957 - JCL TRAFFIC SERVICES					
220-2210-7813	JCL TRAFFIC SERVICES	Replacement Parking Signs	120275		681.49
220-2210-7813	JCL TRAFFIC SERVICES	Permit Parking Only Signs	120480		401.74
220-2210-7813	JCL TRAFFIC SERVICES	New Traffic Control Signs	120943		1,007.24
				Vendor 3957 - JCL TRAFFIC SERVICES Total:	**2,090.47**
				Fund 220 - GAS TAX FUN Total:	**2,090.47**
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 0890 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH					
240-2423-7887	COUNTY OF LOS ANGELES DE…	FY24 Amberwood LLD Backflow Assembly	IN1301139		37.00
240-2410-7662	COUNTY OF LOS ANGELES DE…	FY24 Royal Oaks Park Backflows (4) Assembly	IN1301192		148.00
240-2410-7662	COUNTY OF LOS ANGELES DE…	FY24 Beardslee Park Backflow Assembly	IN1301536		37.00
240-2410-7662	COUNTY OF LOS ANGELES DE…	FY24 Aloysia Moore Park Backflow Assembly	IN1301671		37.00
240-2410-7662	COUNTY OF LOS ANGELES DE…	FY24 Paras-Caracci Park Backflow Assembly	IN1303043		37.00
240-2410-7662	COUNTY OF LOS ANGELES DE…	FY24 Hacienda Park Backflow Assembly	IN1303044		37.00
240-2410-7662	COUNTY OF LOS ANGELES DE…	FY24 Duarte Park Backflow Assembly	IN1303045		37.00
				Vendor 0890 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH Total:	**370.00**
Vendor: 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
240-2405-7890	COUNTY OF LOS ANGELES DE…	Traffic Signal Maintenance 10/2023	23110602879		4,948.20
				Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:	**4,948.20**
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
240-2405-7888	HOME DEPOT CREDIT SERVICES	Street Light Supplies	5153589		308.70
240-2430-7887	HOME DEPOT CREDIT SERVICES	Mesa Gas Lamp Repair	5153589		53.16
240-2430-7887	HOME DEPOT CREDIT SERVICES	Mesa Gas Lamp Repairs	4512558		22.17
				Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:	**384.03**
Vendor: 4484 - U.S. BANK					
240-2405-7890	U.S. BANK	(2) Speed Radar Device Batteries (Interstate)	11272023CH		1,111.30
				Vendor 4484 - U.S. BANK Total:	**1,111.30**
Vendor: 1521 - WEST COAST ARBORISTS INC					
240-2410-7662	WEST COAST ARBORISTS INC	Risk Assessment Report	1-9525		923.00
				Vendor 1521 - WEST COAST ARBORISTS INC Total:	**923.00**
				Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:	**7,736.53**
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
290-2905-7781	LOS ANGELES COUNTY SHERIF…	Sheriff Contract 10/2023	240994EC		11,916.67
				Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:	**11,916.67**
				Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:	**11,916.67**

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 400 - PARK DEVELOPMENT GRANT FUND					
Vendor: 5454 - MOORE IACOFANO GOLTSMAN INC					
400-4005-8041	MOORE IACOFANO GOLTSMA…	Design Services-Duarte Park Revitalization 10/2023	0083847	202213-Capial Exp-Duarte Par…	2,645.75
				Vendor 5454 - MOORE IACOFANO GOLTSMAN INC Total:	**2,645.75**
Vendor: 6354 - NATURE FOR ALL					
400-4005-7965	NATURE FOR ALL	Fish Cyn Trail Restoration/Access Planning 9/2023	WF-06.2092	202214-Exp-Fish Cyn Trail Res…	4,607.02
				Vendor 6354 - NATURE FOR ALL Total:	**4,607.02**
				Fund 400 - PARK DEVELOPMENT GRANT FUND Total:	**7,252.77**
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 1491 - AUTOZONE					
440-4405-7650	AUTOZONE	Yard Supplies (Lightbulbs/Motor Oil/Prestone)	2814166900		64.28
				Vendor 1491 - AUTOZONE Total:	**64.28**
Vendor: 0903 - CITY OF MONROVIA					
440-4405-7650	CITY OF MONROVIA	Fuel-Transportation Dept 9/2023	2400711		293.39
				Vendor 0903 - CITY OF MONROVIA Total:	**293.39**
				Fund 440 - PROPOSITION A TRANSIT FUND Total:	**357.67**
				Grand Total:	**647,302.54**

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	617,948.43
220 - GAS TAX FUN	2,090.47
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	7,736.53
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	11,916.67
400 - PARK DEVELOPMENT GRANT FUND	7,252.77
440 - PROPOSITION A TRANSIT FUND	357.67
Grand Total:	**647,302.54**

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	75.00
100-1005-7641	Travel & Exp - Martin Del..	75.00
100-1005-7642	Travel & Exp - Finlay	75.00
100-1005-7643	Travel & Exp - Truong	75.00
100-1005-7644	Travel & Exp - Schulz	75.00
100-1005-7648	Travel & Exp - Kang	75.00
100-1005-7650	Travel & Exp - Lewis	75.00
100-1010-7610	Travel, Mtgs & Conf	318.70
100-1010-7612	Publications and Dues	18.00
100-1010-7614	Office Supplies	116.84
100-1010-7980	Other Expenses	2,310.62
100-1015-7684	Code Enforcement Legal	35,011.23
100-1020-7710	Chamber Of Commerce	1,600.00
100-1020-7711	Employee Recognition C…	1,668.83
100-1020-7712	Community Information …	9,401.99
100-1020-7716	Special Community Even…	4,251.11
100-1020-7720	DCTV	2,345.00
100-1020-7980	Other Expenses	3,359.81
100-1205-7614	Office Supplies	210.60
100-1205-7650	Vehicle Maintenance	1,584.33
100-1205-7779	Youth Programs	23.69
100-1205-7781	Contract Law Enforceme…	449,748.07
100-1205-7787	Public Safety Cntr Lease	13,664.83
100-1205-7980	Other Expenses	570.72
100-1405-7610	Travel, Mtgs & Conf	308.32
100-1405-7614	Office Supplies	434.05
100-1405-7650	Vehicle Maintenance	1,445.07
100-1405-7801	Industrial Waste Inspect…	1,429.61
100-1405-7965	Professional Services	3,134.00
100-1405-7980	Other Expenses	2,940.00
100-1405-8100	Other Capital Improvem…	613.42
100-1410-7610	Travel, Mtgs & Conf	148.60
100-1410-7650	Vehicle Maintenance	811.20
100-1410-7656	Emergency Generator	160.00
100-1410-7980	Other Expenses	127.58
100-1415-7661	Other Serv-Sports Park	37.00
100-1605-7610	Travel, Mtgs & Conf	287.05
100-1605-7612	Publications and Dues	239.40
100-1605-7614	Office Supplies	54.83
100-1605-7650	Vehicle Maintenance	430.55
100-1605-7691	Parks & Rec Commission	411.20
100-1605-7693	Youth Council	176.83
100-1605-7730	Special Events	2,260.70
100-1605-7732	City Picnic	2,413.00
100-1605-7733	Senior Center	2,267.49
100-1605-7735	Teen Center	744.78
100-1605-7736	Youth & Adult Recreatio…	6,939.80

Account Summary

Account Number	Account Name	Payment Amount
100-1605-7737	Adult Excursions	3,483.17
100-1605-7739	Publicity	964.93
100-1605-7741	Sports/Playground Progr…	226.02
100-1605-7745	Boxing Program	59.51
100-1605-7750	Bus Rentals	1,575.50
100-1605-7980	Other Expenses	47.22
100-1610-7618	Building Supplies	7,888.80
100-1610-7636	Uniforms	51.38
100-1610-7650	Vehicle Maintenance	1,396.53
100-1610-7652	Building Maint Services	3,333.42
100-1805-7610	Travel, Mtgs & Conf	707.28
100-1805-7612	Publications and Dues	569.00
100-1805-7614	Office Supplies	473.41
100-1805-7653	Bank Charges	25.00
100-1805-7654	Audit Services	10,000.00
100-1810-7614	Office Supplies	99.58
100-1810-7660	Other Services	96.00
100-1810-7672	Neogov Program Costs	6,640.72
100-1810-7980	Other Expenses	273.55
100-1815-7632	Software	872.95
100-1815-7965	Professional Services	12,500.00
100-1825-7613	Duplications And Photos	205.90
100-1825-7674	Retiree Health Insurance	4,091.00
100-1825-7687	Waste Mgmt Services	2,317.50
100-2012	Green Building Fees Pay…	1.00
100-2013	Strong Motions Fees Pay…	0.50
100-2120	Refundable Deposits	150.00
100-2121	Pass Through Deposits	1,488.75
100-2125	Metro Pass Through (TA…	95.00
100-2126	Construction and Demoli…	500.00
100-4201	Building Permits	239.30
100-4804	Swim Team Fees	1,815.00
100-4806	Excursion Fees	42.30
100-4807	Health Membership Fees	1,264.36
100-4816	Senior Recreation Class …	35.00
100-5004	Other Revenue	-125.00
220-2210-7813	Regulatory Signs	2,090.47
240-2405-7888	Repairs-Citywide	308.70
240-2405-7890	Repairs-Traffic Signal	6,059.50
240-2410-7662	Other Serv-Citywide	1,256.00
240-2423-7887	Repairs & Replacements	37.00
240-2430-7887	Repairs & Replacements	75.33
290-2905-7781	Contract Law Enforceme…	11,916.67
400-4005-7965	Professional Services	4,607.02
400-4005-8041	Park Improvements (Cap…	2,645.75
440-4405-7650	Vehicle Maintenance	357.67
	Grand Total:	**647,302.54**

Project Account Summary

Project Account Key	Payment Amount
None	632,643.73
202211/1205-7980-Live Scan/APU Tutors/DUSD FY21-23	558.87
202213-Capial Exp-Duarte Park Improvements	2,645.75
202214-Exp-Fish Cyn Trail Restoration/Access Plan	4,607.02
202316/1405-7965-Melcanyon Debris Catch Basin	2,432.00
202317/1405-8100-Other Cap Improv-Route 66 Art	613.42
202403/1605-7732-Car Show Registration-City Picnic	2,313.00

Project Account Summary

Project Account Key	Payment Amount
202417-dep-Westminister Garden Specific Plan & EIR	1,488.75
Grand Total:	**647,302.54**

ITEM: 7.E

Receive and File the Community Development Department Update

Recommended Action:
It is recommended that the City Council receive and file the Community Development Department Update.

Attachments:
7E - Community Development Department Update - December 2023.pdf

COMMUNITY DEVELOPMENT STATUS REPORT
December 2023

PROJECT/PROGRAM	STATUS
IN PROCESS	
BP Charging Station	BP is proposing to construct a new style of charging station on the property that is on the northeast corner of Huntington Drive and Bradbourne. The plan is for several charging spaces and a lounge area for customers that are waiting for their vehicles to charge. This item requires a conditional use permit and is scheduled for final Planning Commission hearing in December.
Jersey Mikes	Jersey Mikes recently pulled permits for a new store in The Huntington, adjacent to the Domino's space. This will fill up the main commercial space in that mixed use project and leave only the live work space available.
Safe Routes to Schools Study	Staff is working with SCAG on a Safe Route to Schools Study. KOA, a traffic engineering firm is doing this study for SCAG. This is a grant based study and is being done at no cost to the City. The consultant has started the public outreach and is in the process of holding several meetings at various school sites to generate information. Final plan delivery to Council has been rescheduled to February 2024. This project by SCAG is only to develop a plan. There is no funding included for capital improvements. If the plan is approved, desired capital projects can be added to the CIP.
Recreation Trail Upgrades	Duarte was awarded a $1.6 million federal appropriation for accessibility and quality of life upgrades to the Donald and Bernice Watson Recreation Trail. This funding was included in the 2023 Omnibus Appropriations Bill, thanks to Congresswoman Napolitano. We are still waiting to receive the funds as the State manages the process for how funds will be distributed, a process that typically takes several months. In the next few months, Staff is working on finalizing paving details, looking to hire a landscape consultant to coordinate a final bid set for Parks & Recreation Commission and City Council review. The current schedule is for project bid in June 2024.
Andres Duarte School	This project is the development of the Andres Duarte School site with a residential development. The School District has selected a developer and is working on the final details of the

PROJECT/PROGRAM	STATUS
	agreement. The selected team is a partnership of: Adept Development, MW Investments Group and SGV Property Fund. The Andres Duarte school site property isabout 13 acres. The preliminary plan, acted on by DUSD, includes 173 units and preserves a portion of Otis Gordon Park. But there is no guarantee to this build out. The property has a general plan and zoning of Public Facilities so any development of the property will require City Council approval. Staff met with the Developer team and explained the City process. This project will require an EIR, so in the coming weeks, that selection process will be progressing. Staff will bring the EIR consultant selection item for Council Action in January or February. As the process progresses, Staff will keep the Council informed.
Solana at Duarte Station 1750 Fasana Road	MBK is building Solana, a 292-unit apartment. This building will also be the location of the “Duarte Station” sign that will be an icon, located on the roof of the building. The revised completion date is 2025.
San Gabriel Valley Regional Housing Trust	Staff is working with the San Gabriel Valley COG and the San Gabriel Valley Regional Housing Trust on a possible subsidized housing development in the City. The idea would be to develop one of the affordable housing sites listed in the most recent Housing Element with first priority being the City-owned property at 2400 Huntington and properties to the east. SCVGOG and SGVRHT have access to funding that assists in generating interest from developers.
Metro Parking Lot	Staff has been working with Metro for the past several years on the development of the Metro parking lot as part of the Duarte Station Specific Plan. The intent is to replace the Metro parking into a parking structure and construct workforce housing along Fasana Road at Highland Avenue. Metro is in the final stages of developer selection. Over the next few months, they will be developing the sale agreement. There is currently no schedule for development.
Town Center North	Staff has been meeting with property owners to develop a proposal for a complete center rehabilitation that includes new, upgraded facades, an upgraded parking lot and related improvements. Owners have shown positive interest. Staff is working, mostly with the new owners, to develop options for moving forward. Property owners are cooperating with the City on Code Enforcement issues.

PROJECT/PROGRAM	STATUS
	The City has hired an Architect and Engineer to develop a detailed concept plan for façade and parking lot upgrades to the center.
Highland Promenade	This project is funded by a Measure M Grant. It is for an expanded right of way along the west side of Highland Ave. that would have a park-like pedestrian walkway. Staff is negotiating with the property owner for the additional right of way. This has been one of the major hold up issues on the project, but recently progress has been made. Staff discussed the right of way issue with Metro for its piece recently and the details will be resolved when the site development moves forward. After agreements for right of way are resolved, the City will need to hire the Engineer to complete working drawings. The projected construction date is Fall 2024; however, the portion adjacent to the Metro parking lot may be constructed with the development on that property.
Evergreen Pedestrian Improvements	This project includes pedestrian sidewalk and lighting along the north side of Evergreen Street and a widening of the sidewalk on the west side of Highland Avenue under the 210 freeway underpass. This project is funded through an ATP cycle 4 grant. The contract has been awarded and construction should start in January 2024. A 6-8 month construction period is typical.
<u>DEVELOPMENT</u>	
Wyndham Hawthorn Suites Hotel (1230 Huntington Drive)	This is a two-phase project with a total of 178 rooms with 72 in the first phase. The first plan check was returned to the Architect in early May 2022. The second plan check was resubmitted for review in March 2023. Several clarifications and minor revisions were needed. The third plan check has been completed. There are a few minor revisions required but plans are nearing completion. Staff will continue to monitor and encourage progress.
City of Hope General Projects	Working with the City of Hope on various projects in process, such as: Duarte Outpatient Clinic (DOC) is ready for permits. It is an 8 story, 350,000 square foot building- The City of Hope parking structure has won a couple of prestigious awards: National Parking Association (NPA) Innovative Sustainability Project of the Year 2022 and the IPMI Award of Excellence -Architectural Design.

PROJECT/PROGRAM	STATUS
Westminster Gardens	Human Good, the owner, plans for a major campus expansion and has recently filed an application. The City hired MIG to assist in the preparation of the specific plan amendment and EIR. The request is for this expansion to accommodate up to 600 total units; this includes assisted living and memory care units, and mixed use. This project will take 12+ months, but Staff has had kick off meetings with the consultant and HumanGood and there is positive progress.
928 Huntington Dr.	The old commercial building, apartments and billboard have been demolished and permits are ready to be issued. A 16 unit apartment development has been approved for the property.
<u>PUBLIC WORKS</u>	
Encanto Park Infiltration Project	In feasibility and early design phase. Initial plan is to locate structure in the park area under the soccer field . Now that the JPA has been formed to manage construction and maintenance, the project can move forward. The design is at 60% now and the JPA will be working on developing a budget. When a final budget estimate is completed and the plans are at 90% completion or more, City Staff and the JPA will provide City Council an update and City Staff and the JPA will start public outreach.
Annual Concrete Repair	A contract awarded at the October 10 meeting to Ruiz Concrete and Paving, Inc. Typically, the annual project is completed in approximately two months.
Annual Pavement Repair	The 2023-2024 project is currently in preliminary design.
Annual Street Project	The 2023-2024 street project is planned for winter/spring 2024. An award of design contract was approved at the September 26 meeting.
Annual Striping and Marking	The 2023-2024 striping and marking project is currently in process throughout the City.

ITEM: 7.F

Receive and File the Parks and Recreation Department Update

Recommended Action:
It is recommended that the City Council receive and file the Parks and Recreation Department Update.

Attachments:
7F - Parks and Recreation Department Update - December 2023.pdf

PARKS AND RECREATION
STATUS REPORT
December 2023

PROJECT/PROGRAM	STATUS
YOUTH AND SENIOR PROGRAMS	
Winter Classes Registration	Registration for the Department's winter recreational classes is now live on the City's website and will be available through the first week classes start. To register for a class or view the full list of this winter's recreational offerings, visit ACCESSDUARTE.COM and then click on "City News" icon towards the top of the page.
SPECIAL EVENTS	
Winter Holiday Festival at the Teen Center	Join us at the Teen Center on December 13 at 5:30 PM as we celebrate this season's holidays: Hanukkah, Christmas, and Kwanzaa! The festival will include musical numbers, cultural presentations, with dinner to follow.
Santa's Coming to Duarte on December 13 & 15	You better watch out because Santa Claus is coming back to Duarte this holiday season! On Wednesday, December 13 and Friday, December 15, Santa will be driving through neighborhoods from 5 to 9:30 PM. We encourage children and families to come out of their homes and wave at Santa once you hear sirens and holiday jingles. To ensure you don't miss Santa, you can view his route, per night, now at ACCESSDUARTE.COM. Additionally, you can also follow him on the City's "Santa Finder" every event night starting at 5 PM.
Santa's Hotline	On Tuesday, December 19, we invite children to call in and have a magical conversation with Santa Claus. From 3 – 5 PM, children will be directly connected to the North Pole when they call (626) 386-6804. If you happen to get a busy signal, we encourage you to keep trying during the event timeframe.
CAPITAL IMPROVEMENT PROJECTS	
Duarte Park Revitalization Project	On December 3, the Department hosted a Community Meeting at Duarte Park to share with residents the initial conceptual plans for revitalizing the park space. Based on the feedback gathered, City staff and M.I.G., the design consultant, will modify the plans to then bring back to the Parks and Recreation Commission for final review and recommendations, prior to City staff bringing forth the finalized design and estimated costs to City Council in late January for discussion and consideration.

Civic Center Master Plan Assessment	The City Council Ad Hoc Committee held its last meeting with LPA back on November 16. City staff will be bringing back all three phases 1) Proposed Civic Center Facilities Exterior Improvements, 2) City Hall Interior design and furnishings upgrades, and 3) Community Center Renovation to a permanent City Council Chamber at the beginning of 2024 with cost estimates for City Council discussion and further direction.

City of Duarte

ITEM: 7.G

Consideration of an Engineering and Landscape Design Contract with KHR Associates for Bid Documents and Final Engineering Plans and Construction Administration of the Highland Promenade and Authorization of a $116,800 Budget Amendment

Recommended Action:

It is recommended that the City Council authorize the City Manager to Sign a Professional Services Agreement with KHR Associates for Engineering and Bid Document Design Services and construction administration of the Highland Promenade in the amount of $116,800.00.

Attachments:
7G - Engineering and Landscape Design with KHR.pdf

Agenda Item: 7G

CM Review: BCU
Fiscal Review: KP

AGENDA REPORT

MEETING DATE:	December 12, 2023
TO:	Mayor and Members of the City Council
FROM:	Craig Hensley, Community Development Director
SUBJECT:	Engineering and Landscape Design Contract with KHR Associates for bid documents and final engineering plans and construction administration of the Highland Promenade and Authorization of a $116,800.00 budget amendment
RECOMMENDATION:	Authorize the City Manager to Sign a Professional Services Agreement with KHR Associates for Engineering and Bid Document Design Services and construction administration of the Highland Promenade in the amount of $116,800.00
FISCAL IMPACT:	There will be a $116,800.00 impact to the Gas Tax Fund (2205-8100), with the amendment to the FY 2023-24 adopted budget. This design project is necessary to prepare for construction of the Highland Promenade that is funded in part with a Measure M Grant. This project was included in the 2023-2024 budget

BACKGROUND

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

In 2020, the City hired KHR to develop a concept design for the Highland Promenade. This contract also included a sub consulting landscape architect for concept design. At the same time, City Staff was working with the property owners involved to get the appropriate easements or dedications. The goal of the work was to develop a detailed concept.

The City has not been able to acquire the full 33' width from the A Line Station to the Freeway. The primary reason is the cost to acquire the property, specifically the 1716 Evergreen Street property (Between Fasana Rd. and Evergreen Street) and a portion of the 1801 Highland property. Because of this, the revised plan is to build out the Highland Promenade in phases. The proposed contract is for the first phase of construction. The first phase would be as follows:

1801 Highland: The property owner has agreed to provide an additional 8' of right of way as an easement to the City. This will allow an expanded sidewalk with enhancements. It will also allow the two overhead utility poles to be undergrounded. When this property is redeveloped in the future, the property owner will be responsible for the build out of the additional 17 feet. The property owner has agreed to provide the easement in return for the City paying $55,500 for sign replacement, front setback landscaping and attorney fees.

1750 Fasana Road: MBK is currently building Solana, a 292 unit apartment building on the 1750 property. A portion of that property, a 20 foot wide piece, extends to Highland Avenue. As part of the approval, MBK dedicated the additional 25 feet. However, this area is part of the parking lot for the 1801 Highland building. So the Promenade buildout on this property will be the same as on the 1801 Highland property, an additional 8 feet. When this parking lot is redeveloped in the future, the property owner will be responsible for the build out of the additional 17 feet.

Metro Parking Lot: The entire 33' Highland Promenade will be built out on the Metro property, however, that build out will be part of a future phase. Currently, Metro is in the RFP process to select a developer to build an apartment development on the site. Metro has agreed to require the developer to set the building back to the 33' line and to participate in construction of the Highland Promenade. This portion of the Promenade will be the centerpiece. There will be public art and amenities in addition to the expanded pedestrian area.

1716 Evergreen Street: To expand the current 8' sidewalk area to 33' would require significant grading and drainage improvements and would also require the replacement of 21 parking spaces. Based on a recent property appraisal, the acquisition of the property and construction is cost prohibitive at this time. The first phase improvement would include upgrade to the existing sidewalk and landscape. When this property is redeveloped in the future, the property owner will be responsible for the build out of the additional 17 feet.

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

<u>DISCUSSION/ANALYSIS</u>

Because KHR did an excellent job on the concept design part of this project, staff requested a proposal from KHR Associates (KHR) for this project. In addition to the concept design for the Highland Promenade, the firm was the engineer of record for MBK's Esperanza and Solana buildings at Duarte Station.

The proposed contract includes the preparing plans and bid documents so that the project can go out to bid. It also includes construction oversight and working with SCE on the process to underground the two utility poles that are currently on the 1801 Highland property.

This project will also need some additional work that will need to be completed by a landscape architect. Staff plans to bring that contract back for City Council action in the next few months.

This promenade area is intended to transform the pedestrian experience in the area and will be an integral part of the development of the Duarte Station area.

RECOMMENDATION

Authorize the City Manager to Sign a Professional Services Agreement with KHR Associates for Engineering and Bid Document Design Services and construction administration of the Highland Promenade in the amount of $116,800.00.

FISCAL IMPACT

There will be a $116,800.00 impact to the Gas Tax Fund (2205-8100), with the amendment to the FY 2023-24 adopted budget. This design project is necessary to prepare for construction of the Highland Promenade that is funded in part with a Measure M Grant. This project was included in the 2023-2024 budget.

ATTACHMENTS

Professional Services Agreement and KHR Proposal

CITY OF DUARTE
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and effective as of December 12, 2023 ("Effective Date"), by and between the CITY OF DUARTE ("City"), a California municipal corporation, and **KHR Associates, a California Corporation** ("Consultant"). City and Consultant may sometimes herein be referred to individually as a "party" and collectively as the "parties." In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. RECITALS

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

2. TERM

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

3. SERVICES AND PERFORMANCE

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

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

C. The experience, knowledge, capability, and reputation of Consultant, its principals, and employees were a substantial inducement for City to enter into this Agreement. Therefore, without the prior written approval of City, which may be given or withheld at City's sole and absolute discretion, Consultant shall not (i) contract with any other entity to perform in whole or in part the Services required hereunder; or (ii) transfer, assign, convey, or encumber (voluntarily or by operation of law) any or all of this Agreement.

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

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

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

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

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

4. MANAGEMENT

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

5. COMPENSATION

A. City agrees to pay Consultant **ONE HUNDRED AND SIXTEEN THOUSAND, EIGHT HUNDRED DOLLARS ($116,800)**, based on the Scope of Services set forth in Exhibit A. With written approval from the City, necessary additional work may be performed up to 15% of the contract amount.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all Work under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this subparagraph (A), Consultant shall submit a final invoice/report to City pursuant to Paragraph 4, and City shall be entitled to receive a return of the fee paid to Consultant, or portion thereof, if the reason for the termination is failure by Consultant to have timely performed the Services set forth in Exhibit A. In City's sole and absolute discretion, prior to effecting a suspension or termination pursuant to this subparagraph (A), City may first serve upon Consultant a written notice of the default specifying the default and the amount of time that Consultant shall have to cure, correct, or remedy the default. If Consultant fails to cure the default within the specified period of time, City shall have the right to immediately terminate this Agreement pursuant to this subparagraph (A). Notwithstanding any other provision of this Agreement to the contrary, City's termination of this Agreement pursuant to this subparagraph (A) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.

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

7. RECORDS AND OWNERSHIP OF DOCUMENTS

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

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

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

8. INDEMNIFICATION

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

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

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

9. INSURANCE

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

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

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

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

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

10. INDEPENDENT CONTRACTOR

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

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

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

11. NO UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

13. COVENANT AGAINST DISCRIMINATION

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

14. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

15. NOTICES

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

If to City:	City of Duarte Attn: Craig Hensley 1600 Huntington Drive Duarte, California 91010
If to Consultant:	KHR Associates Attn: James Kawamura 17530 Von Karman Ave. Suite 200 Irvine, CA 92614

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

16. RIGHTS AND REMEDIES ARE CUMULATIVE; WAIVER

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

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

17. SEVERABILITY

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

18. INTERPRETATION; ENTIRE AGREEMENT

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

19. CONFLICTS OF INTEREST

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

20. NO THIRD-PARTY BENEFICIARIES

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

21. PARAGRAPH HEADINGS AND SUBHEADINGS

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

22. COUNTERPARTS

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

23. EXECUTION OF CONTRACT

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

24. CITY MANAGER AUTHORITY

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

[Signatures on following page.]

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

CITY OF DUARTE

____
Brian Villalobos, City Manager

Date: _______________________________

CONSULTANT

KHR, Associates
James Kawamura

By: James H. Kawamura

Its: President & CEO

Date: November 28, 2023

ATTEST

____
City Clerk

Date: _______________________________

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

____
City Attorney, City of Duarte

Date: _11/27/2023________________

<u>EXHIBIT A</u>

Scope of Services

[Starts on Next Page]

September 29, 2023

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

SUBJECT: PROPOSAL TO PREPARE SURVEYING, DESIGN & CONSTRUCTION PLANS FOR THE HIGHLAND AVENUE PROMENADE IMPROVEMENTS, IN THE CITY OF DUARTE, CALIFORNIA (SENT VIA E-MAIL)

Dear Mr. Hensley:

Transmitted herein is a proposal to the **City of Duarte** (City), Duarte, California, by **KHR Associates**, Irvine, California, to provide surveying, design and construction plans for the Highland Avenue Promenade improvements along the west side of Highland Avenue, generally between Evergreen Street and the Los Angeles County Metropolitan Transportation Authority (MTA) “A” (or “Blue”, formerly “Gold”) Line right of way. The improvements are to be constructed in phases within existing and proposal public rights of way, as determined by the City.

Civil Engineering Scope of Services

The following Scope of Work is based on **KHR Associates**’ understanding of the project goal and objectives; the limits of design and construction; physical, budgetary, and legal constraints; and other considerations.

Task 1 – New Topographic Survey

In this initial task, a new topographic survey will be conducted of the reach of Highland Avenue from Evergreen Street to the MTA “A” Line tracks (both sides). The topographic survey will identify and measure existing horizontal and vertical (i.e., elevation) distances of physical features within and contiguous to the project limits, including sidewalks; curbs, gutters and flowlines; utility poles, cabinets, pullboxes, vaults, manholes, valve covers, and cleanouts; catch basins and other drainage inlets; street trees; lighting fixtures; and other appurtenances. The survey will be tied to the nearest benchmark.

The fixed fee for this task is $5,200.00, excluding reimbursable expenses.

Task 2 – Utility Infrastructure Research

In this task, **KHR Associates** will contact the appropriate utility companies (e.g., Southern California Edison, Cal American Water, The Gas Company, Frontier and

Charter Communications, etc.) to gather and review available utility infrastructure plans associated with the areas along Highland Avenue to be improved. Of particular interest will be utilities overhead on power poles, and underneath the existing sidewalks, as well as those servicing adjacent private properties. Utilities that can be plotted will be added to Engineering CADD Base (see Task 3).

The fixed fee for this task is $5,000.00, excluding reimbursable expenses.

Task 3 – Engineering CADD Base

In this task, an engineering CADD base will be created, incorporating topographic data collected in Task 1, existing utility research conducted in Tasks 1 and 2, and previous work done by **KHR Associates** on the MBK Rental Living *Esperanza* and *Solana* apartment sites, and the MTA parking lot. The CADD base file will be used for subsequent use by **KHR Associates**, the Project Landscape Architect, and others to produce a uniform set of *Highland Promenade* improvement plans. As design work proceeds, and new information is discovered, the CADD base will be periodically updated and distributed to members of the Project Team.

The fixed fee for this task is $7,400.00, excluding reimbursable expenses.

Task 4 – Demolition Plan

In this task, a multi-phase demolition plan will be prepared to clear the project area(s) of unnecessary curb, gutter, fencing, pavement, vegetation, utilities, and appurtenances. Items to be relocated, salvaged, or protected in place will be noted for each phase of construction. It is anticipated that each block may have a separate demolition plan. Notes and details will be provided, along with coordination contacts at the various utility companies.

The fixed fee for this task is $6,000.00, excluding reimbursable expenses.

Task 5 – Promenade Precise Grading & Drainage Plan

In this task, working in conjunction with the landscape architect, **KHR Associates** will prepare a grading and drainage plan to accommodate the proposed promenade improvements, including street improvements. The grading and drainage plan will show the limits to be graded, contoured, paved, landscaped and/or otherwise improved for surface and sub-surface drainage; at-grade and raised landscape planters and street furniture (as specified by the landscape architect); walkways, curbs, and walls; pedestrian and street lighting; possible passenger drop-off areas along Highland Avenue; and street resurfacing/repaving as determined by the City; and new traffic signing and striping. The improvement plans will show compliance with current ADA standards for all walkways, driveway and street crossings, off-street parking spaces, and other access points.

Working with the landscape architect, and others, optimal precise grades will be determined at key spots along and within the promenade.

It is anticipated that each block/property along Highland Avenue may have a separate grading and drainage plan to correspond to City-specified phases. All plans will be prepared on City title block and include a title sheet, applicable general and construction notes, construction details, and references to City standard drawings. Final earthwork (i.e., cut/fill, and import/export) and other quantities will be calculated and shown on the plans.

The fixed fee for this task is $35,800.00, excluding reimbursable expenses.

Task 6 – Erosion Control Plan

In this task, a sediment and erosion control plan for implementation during construction of the proposed promenade improvements will be prepared in accordance with the criteria established by the City. It is anticipated that each block may have a separate grading and drainage plan. This plan will specify the placement of site-specific BMP devices to mitigate stormwater pollution and runoff associated with construction activities. The plan will indicate the location, type, and method of placement of gravel bags, diverters, silt fencing, temporary drainage facilities, and other erosion and sediment controls for use during construction, as well as appropriate notes and details.

The fixed fee for this task is $7,200.00, excluding reimbursable expenses.

Task 7 – Plans, Specifications, & Estimates Package

In this task, **KHR Associates** will work with the landscape architect and other members of the Project Team to assemble a Plans, Specifications, and Estimates (PS&E) package that complies with the City of Duarte standards for public works projects. The PS&E package will be suitable for distribution to general contractors who express an interest, and are qualified, to provide a competitive bid to the City for the Highland Avenue Promenade improvements project. It is anticipated that a separate PS&E for each construction phase (i.e., by block) may be required.

The fixed fee for this task is $5,200.00, excluding reimbursable expenses.

Task 8 – Dedications, Easements, Exhibits & Legal Descriptions

In this task, **KHR Associates** will prepare and submit for agency approval separate legal descriptions, closure calculations, and exhibits for new right of way dedications, and easements, as needed; quitclaims, vacations, reciprocal access agreements and other documents requiring a civil engineer’s stamp and/or recordation.

Due to the uncertain nature of this task, a budget allowance $10,000.00 has been established. The City will be billed only for those hours actually expended.

Task 9 – Coordination Meetings

As part of the overall scope of work, **KHR Associates** will coordinate its work efforts with the City, the project landscape architect, and other members of the professional design team to ensure that the design of civil engineering improvements will meet the needs of the project, while satisfying the requirements of the City and other governing jurisdictions. **KHR Associates** will attend coordination meetings and other meetings only as requested by the City.

Due to the uncertain nature of this task, a time and materials budget of $20,000.00 has been established, and the City will only be billed for those hours actually expended and expenses actually incurred.

Optional Task 10 – Construction Support Services

Upon conclusion of the design phase of work, in this task, **KHR Associates** will provide construction support services to the City's designated Construction Manager. Construction support services include, but are not limited to, assisting the City in the bid review and award process; responding to requests for information (RFIs); providing bulletins when necessary to clarify details or notes that may be seem conflicting or confusing; attending the bid opening, pre-construction meeting, and other field meetings that may be scheduled by the Construction Manager and/or inspectors. **KHR Associates** will also provide line and grade certifications, as needed, and work with the Construction Manager to ensure quality control; review any extras requested by the general contractor; maintain on-schedule performance by the general contractor; and ensure proper project close-out by all parties.

Due to the unknown number of hours construction support services may ultimately entail, **KHR Associates** proposes an initial time and materials fee not-to-exceed $15,000.00. **KHR Associates**' 2023 Schedule of Standard Rates will apply, and the City will only be invoiced for hours expended and/or reimbursable expenses incurred. All work will be undertaken in this task at the specific request of the City's Construction Manager.

<u>Professional Fee for Civil Engineering Services</u>

Based on the above Scope of Services, **KHR Associates**, requests the following fixed fees, excluding reimbursable costs:

Task 1 – New Topographic Survey - Fixed Fee of $5,200.00 (Five Thousand Two Hundred Dollars)

Task 2 – Utility Infrastructure Research - Fixed Fee of $5,000.00 (Five Thousand Dollars)

Task 3 – Engineering CADD Base - Fixed Fee of $7,400.00 (Seven Thousand Four Hundred Dollars)

Task 4 – Demolition Plan - Fixed Fee of $6,000.00 (Six Thousand Dollars)

Task 5 – Promenade Precise Grading & Drainage Plan – Fixed Fee of $35,800.00 (Thirty-Five Thousand Eight Hundred Dollars)

Task 6 – Erosion Control Plan – Fixed Fee of $7,200.00 (Seven Thousand Two Hundred Dollars)

Task 7 – Plans, Specifications, & Estimates Package - Fixed Fee of $5,200.00 (Five Thousand Two Hundred Dollars)

Task 8 – Dedications, Easements, Exhibits & Legal Descriptions – Time & Materials Estimate of $10,000.00 (Ten Thousand Dollars)

Task 9 – Coordination Meetings – Time & Materials Estimate of $20,000.00 (Twenty Thousand Dollars)

Optional Task 10 – Construction Support Services – Time & Materials Estimate of $15,000.00 (Fifteen Thousand Dollars)

Total Project Excluding Construction Administration - $101,800.00 (One Hundred and One Thousand Eight Hundred Dollars).

Total Project Including Construction Administration - $116,800.00 (One Hundred and Sixteen Thousand Eight Hundred Dollars).

Reimbursable Expenses

Reimbursable expenses cover primarily printing and reproduction costs, as well as mileage and parking fees, and are not anticipated to exceed $500.00.

Company Qualifications

Established in 1986, and incorporated in 1997, as Kawamura Investments, Inc., dba **KHR Associates**, the firm has been providing urban planning and design; surveying and subdivision mapping; civil engineering; traffic engineering, and stormwater management services to corporate clients, developers, builders, and governmental agencies for over 36 years. The firm is experienced in the entitlement, design, and construction of thousands of commercial, residential, institutional, governmental, and public utility company projects mainly throughout California. Over the years, **KHR Associates** has provided consulting services directly to dozens of cities, counties, State agencies, utility companies, school districts, hospitals and universities, and special agencies, such as the City and County of Los Angeles, Caltrans, Southern California Edison, Capistrano Unified School District, Harbor/UCLA Medical Center, University of California, Irvine, and the Orange County Transportation Authority. The firm has also provided services to the City of Duarte, including the subject Highland Promenade project; pedestrian improvements along the north side of Huntington Drive, between Buena Vista Street and Cotter Avenue; traffic signal and media island modifications at the intersection of Huntington Drive and Highland Avenue; and preliminary design for the Town Center (North) shopping center.

Project Personnel

For the proposed Project, Mr. James H. Kawamura will serve as the overall Project Manager/Principal-in-Charge. Mr. Kawamura is the President and CEO of **KHR Associates**. He has 48 years of professional experience in civil engineering, traffic engineering, and urban development, and has served as the Project Manager on over two thousand commercial, residential, medical, institutional, and public works projects throughout California and in various other States. His thorough and often innovative approach to urban planning, traffic, and civil engineering challenges is widely recognized and respected by both the public and private sectors.

Mr. Kawamura has been registered in the State of California as both a professional Civil Engineer and a professional Traffic Engineer for the past 46 years. He holds a Master of Science degree in Civil Engineering from the University of California, Berkeley; a Bachelor of Science degree in Engineering and Applied Science from the University of California, Los Angeles; and a Certificate in Transportation Systems Management from the University of California, Irvine. Mr. Kawamura is also a Qualified SWPPP Developer/Qualified SWPPP Provider.

In Closing

If there are any questions regarding this proposal, please do not hesitate to contact me at your convenience at (949) 756-6440.

Sincerely yours,

KHR Associates

James H. Kawamura

James H. Kawamura, P.E.
President/CEO

Schedule of Standard Rates
(Effective January 1, 2023)

Labor Classification	Hourly Rate
Principal-In-Charge	$375.00
Project Manager	300.00
Senior Civil or Traffic Engineer	250.00
Senior Associate	230.00
Project Engineer	230.00
Qualified SWPPP Developer	220.00
Qualified SWPPP Practitioner	190.00
Engineering Associate	190.00
Senior Designer	180.00
Senior Planner	170.00
Engineering Assistant	170.00
CADD Operator	150.00
Associate Planner	140.00
Technical Aide	100.00
Clerical/Data Entry	60.00
Chief Surveyor*	240.00
Surveyor*	200.00
Surveying Assistant*	150.00
Two-Person Survey Crew*	280.00

Reimbursable Costs	Unit Rate
Vehicle Mileage	$ 0.90/Mile
Grayscale Plain Paper Printing/Photocopying (8-½” x 11”)	0.20/Page
Grayscale Plain Paper Printing/Photocopying (11” x 17”)	0.50/Page
Full Color Plain Paper Printing/Photocopying (8-½” x 11”)	1.00/Page
Full Color Plain Paper Printing/Photocopying (11” x 17”)	2.00/Page
Report Covers & GBC Binding	15.00/Report
Report Covers & 3-Ring Binder	25.00/Report
Grayscale Plot on Bond (Up to 24" x 36")	10.00/Sheet
Grayscale Oversized Plot on Bond (Up to 36" x 48")	15.00/Sheet
Color Plot on Bond (Up to 24" x 36")	20.00/Sheet
Color Oversized Plot on Bond (Up to 36" x 48")	30.00/Sheet
Grayscale Plot on Reproducible Film	40.00/Sheet
Data Copied on CD or DVD	10.00/Disk
Data Copied on SD Card or USB Stick	20.00/Device
Parking & User Tolls	Cost+15%
Advances on Permit, Plan Check, & Other Fees	Cost+15%
Overnight & Special Delivery	Cost+15%
Outside Printing & Reproduction	Cost+15%
Stakes & Surveying Supplies	Cost+15%
Other Outside Services	Cost+15%

** Note: For Current Prevailing Wage Rates Please Contact KHR Associates.*

EXHIBIT B

Insurance Requirements

A. Insurance Required

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

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

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

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

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

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

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

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

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

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

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

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

ITEM: 7.H

Consideration of an Acquisition of an 8' Easement from Highland Industrial Center LLC, property owner of 1801 Highland Avenue for the Highland Promenade, and Approval of an Agreement for Purchase and Sale and a budget amendment to Gas Tax Fund (2205-8100) for $55,500 for the Acquisition

Recommended Action:

It is recommended that the City Council approve the agreement for purchase and sale and a budget amendment for $55,500 for the acquisition to Gas Tax Fund (2205-8100).

Attachments:

7H - Purchase and Sale Agmt of Highland Property.pdf

Agenda Item: 7H

CM Review: [initials]
Fiscal Review: [initials]

City of Duarte

AGENDA REPORT

MEETING DATE:	December 12, 2023
TO:	Mayor and Members of the City Council
FROM:	Craig Hensley, Community Development Director
SUBJECT:	Acquisition of an 8' easement from Highland Industrial Center, LLC, the property owner of 1801 Highland Avenue for the Highland Promenade. Approval of an "Agreement for Purchase and Sale" and a budget amendment to Gas Tax Fund (2205-8100) for $55,500 for the acquisition
RECOMMENDATION:	Approve the "Agreement for Purchase and Sale" and a budget amendment for $55,500 for the acquisition to Gas Tax Fund (2205-8100)
FISCAL IMPACT:	There will be a $55,500 impact to the Gas Tax Fund (2205-8100), design and acquisition cost are a portion of the City's match for the Measure M Grant that will fund the Highland Promenade

---

BACKGROUND

The Highland Promenade is a pedestrian amenity that will consist of a 33' wide pedestrian plaza amenity on the west side of Highland Avenue from the Metro A Line station to the 210 Freeway. The City received a Measure M Grant to complete the Highland Promenade and pedestrian upgrades on the south side of Duarte Road. The improvements on Duarte Road have already been completed. The Highland Promenade improvements have gone through concept design and are in the final construction plan phase.

City Staff have been working with the property owners involved to get the appropriate easements or dedications. The entire Promenade build out requires an additional 25' of right of way that would create a 33' pedestrian zone.

An appraisal was conducted to determine the fair market value of the additional right of way. The cost of property acquisition for the 1801 Highland Avenue and the 1716 Evergreen Street properties was far above the grant amount. Because of this, Staff and the City Attorney attempted to negotiate alternate solutions. The 1801 Highland property owner has agreed to provide an 8' wide easement that will allow a portion of the Promenade to be constructed now. This would be considered a first phase and would include:

1801 Highland: The property owner has agreed to provide an additional 8' of right of way as an easement to the City. This will allow a first phase with an expanded sidewalk with enhancements. It will also allow the two overhead utility poles to be undergrounded. When this property is redeveloped in the future, the property owner will be responsible for the build out of the additional 17 feet.

1750 Fasana Road: MBK is currently building Solana, a 292 unit apartment building on the 1750 property. A portion of that property, a 20 foot wide piece extends to Highland Avenue. As part of the approval, MBK dedicated the additional 25 feet. However, this area is part of the parking lot for the 1801 Highland building. So the Promenade buildout on this property will be the same as on the 1801 Highland property, an additional 8 feet. When this parking lot is redeveloped in the future, the building will be responsible for the build out of the additional 17 feet.

Metro Parking Lot: The entire 33' Highland Promenade will be built out on the Metro property, however, that build out will be part of a future phase. Currently, Metro is in the RFP process to select a developer to building an apartment development on the site. Metro has agreed to require the developer to set the building back to the 33' line and to participate in construction of the Highland Promenade. This portion of the Promenade will be the centerpiece. There will be public art and amenities in addition to the expanded pedestrian area.

1716 Evergreen Street: To expand the current 8' sidewalk area to 33' would require significant grading and drainage improvements and would also require the replacement of 21 parking spaces. Based on a recent property appraisal, the acquisition of the property and construction is cost prohibitive at this time. The first phase improvement would include upgrade to the existing sidewalk and landscape. When this property is redeveloped in the future, the property owner will be responsible for the build out of the additional 17 feet.

DISCUSSION/ANALYSIS

The proposed easement acquisition will allow the first phase of the Highland Promenade to proceed which will be a positive improvement for the area. The additional 8' of right of way will result in an overall 16' of right of way area from the Metro A Line station to the Metro parking lot. This additional 8' is for the entire 359.37 foot width of the property. The Metro Parking lot will soon be transitioning into a mixed use development. When that property is developed there will be an entire 33' of right of way area in this portion of the Promenade. Sidewalk and lighting improvements will extend north to the Freeway.

The Highland Promenade is a vital part of public improvements in this portion of the City. Other improvements that are in process include a new sidewalk and pedestrian lighting on the north side of Evergreen Street; improvement to the pedestrian access between Brightside Street and Buena Vista Street. Similar improvements have been completed in the past few years along Duarte Road.

The property owner is requesting $55,500 to cover the construction of a new sign, the installation of new front setback landscape and attorney fees in return for the proposed easement. Staff believes that this request is reasonable and the benefit will far outweigh the cost.

RECOMMENDATION

Approve the “Agreement for Purchase and Sale” and a budget amendment for $55,500 for the acquisition to Gas Tax Fund (2205-8100).

FISCAL IMPACT

There will be a $55,500 impact to the Gas Tax Fund (2205-8100), design and acquisition cost are a portion of the City’s match for the Measure M Grant that will fund the Highland Promenade.

ATTACHMENTS

Agreement for Purchase and Sale

AGREEMENT FOR PURCHASE AND SALE AND

ESCROW INSTRUCTIONS

BY AND BETWEEN

HIGHLAND INDUSTRIAL CENTER, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

(“SELLER”)

AND

CITY OF DUARTE

(“BUYER”)

TABLE OF CONTENTS

TABLE OF CONTENTS

AGREEMENT FOR PURCHASE AND SALE
AND ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS ("Agreement") is made and entered into as of November __, 2023 ("Effective Date") by and between the CITY OF DUARTE, a California municipal corporation ("Buyer"); and HIGHLAND INDUSTRIAL CENTER, LLC, a California limited liability company ("Seller").

R E C I T A L S:

A. Seller is the owner of that certain real property located in the City of Duarte, County of Los Angeles, State of California, more commonly known as 1801 Highland Avenue, Los Angeles County Assessor Parcel No. 8528-011-023 (the "Larger Parcel").

B. Buyer desires to purchase and Seller desires to sell and convey a permanent roadway easement over portions of the Larger Parcel, more specifically described in Exhibit "A" and depicted in Exhibit "B", both attached hereto and incorporated herein by this reference (the "Easement").

C. Buyer desires to acquire the Easement for purposes of right-of-way improvements, specifically the Highland Avenue Project ("Project").

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants herein contained, the parties hereto agree as follows:

1. EASEMENT. Subject to all of the terms, conditions and provisions of this Agreement, and for the consideration herein set forth, Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller the Easement.

2. PURCHASE PRICE.

2.1 Amount. The purchase price which Seller agrees to accept and Buyer agrees to pay for the Easement is the sum of FIFTY FOUR THOUSAND DOLLARS ($54,000) (the "Purchase Price"). The parties agree that the Purchase Price reflects the full payment that Seller will receive from Buyer for the Easement, and is inclusive of any claims for damages, loss of goodwill, lost profits, lost business income, sign relocation and relocation benefits, including all matters which are the subject of the various waivers stated herein. Seller waives any and all right it may have to seek additional compensation for such claims, so long as the Project is constructed and operated in the manner proposed.

2.2 Payment of Purchase Price. On or before 1:00 p.m. on the business day preceding the "Closing Date" (as that term is defined in Section 6.1), or such earlier time as reasonably required by "Escrow Holder" in order to close "Escrow" (as those terms are defined in Section 4.1) on the Closing Date, and provided that Escrow is otherwise ready to close in all other respects (except for Buyer's required deliveries hereunder), Buyer shall deposit with Escrow Holder in good funds an amount equal to the Purchase Price plus all other costs and expenses chargeable to Buyer hereunder.

"Good funds" shall mean a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California, a check written by Buyer from municipal funds, or cash. Buyer and Seller each agree to execute and deliver to Escrow Holder such documents as required by Escrow Holder for the reporting of any interest credited to each party.

2.3 <u>Additional Conditions</u>.

2.3.1 Buyer agrees to perform the following work on within the Easement as part of the Project: (i) demolish the portion of the wall that is within the Easement area, remove the existing bollard that protects the wall, refinish the wall, and replace the bollard in a clean professional manner, (ii) remove the other improvements in the Easement, including the existing sign; and iii) complete sidewalk and pedestrian improvements in the Easement (Highland Promenade). A depiction of the Project is attached hereto as Exhibit "E" and incorporated herein by this reference. Seller acknowledges that the Project may require access to and use of portions of the Larger Parcel outside the boundaries of the Easement. Seller hereby grants Buyer and its employees, representatives, agents and contractors, a non-exclusive, revocable, temporary license and right of entry on, over, across and through the Larger Parcel for purposes of performing the Project, subject to the terms and conditions of the License and Right of Entry Agreement attached hereto as Exhibit "D" and incorporated herein by this reference. Seller shall execute and deposit the License and Right of Entry Agreement with Escrow Holder prior to the Closing Date, as set forth in paragraph 7.2. Seller shall replace the sign with a new sign at Seller's expense upon completion of the Project. The design, size, location and installation of the new sign shall be subject to Buyer's design review process. Seller shall obtain all necessary permits and approvals for the new sign and install it within one hundred twenty (120) days after Buyer notifies Seller in writing that the Project is completed.

2.3.2 To the extent any driveway on the site is required to be demolished, damaged, or reconstructed during construction of the Project, all work on such driveways shall be done so as to maintain access via detour to the same area, or via construction in one half segments at a time, in order to keep the driveway open to vehicular traffic during business hours, and Buyer shall reconstruct the driveway to a standard that will allow heavy truck traffic. Buyer will provide 60-day notice before construction on the Project begins.

2.3.3 Seller agrees to relandscape the front setback area of the Easement in a manner consistent with the surrounding properties and the applicable zoning and design standard. Seller shall obtain all necessary permits and approvals for the landscaping work from the applicable governmental authorities and comply with all applicable laws, ordinances, rules and regulations. Seller shall complete the landscaping work within six (6) months after Buyer notifies Seller in writing that the construction of the Project is completed.

2.3.4 Seller acknowledges that the Easement is only a portion of the Highland Promenade feature addressed in the Duarte Station Specific Plan the Larger Parcel may be subject to additional dedication requirements if the Larger Parcel is redeveloped in the future, in accordance with the Duarte Station Specific Plan and any other applicable laws, ordinances, rules and regulations. Buyer and Seller agree that the Easement area will be included in any setback, floor area ratio, or density calculation for any future redevelopment on the Larger Parcel.

3. POSSESSION DURING ESCROW.

3.1 Construction Activities. Commencing upon the Opening of Escrow and continuing thereafter until the Close of Escrow, and in addition to any rights granted hereunder for Buyer's Due Diligence, Seller hereby grants to Buyer and its employees, representatives, agents and contractors, a right of entry on, over and across and through the Easement for purposes of performing pre-construction review and other related activities incidental thereto with respect to the Project. All work performed by Buyer shall be at Buyer's sole cost and expense. Buyer's right of entry set forth herein shall be equivalent to the right of prejudgment possession under California Civil Code Section 1255.401, *et seq*. and Buyer shall be afforded all of the rights and privileges under Section 1255.401, *et seq*. as if Buyer had secured an Order for Prejudgment Possession allowing Buyer to take possession of the Easement.

3.2 Indemnity. Except to the extent caused by the gross negligence or willful misconduct of Seller (or its employees, consultants, contractors, agents or representatives), Buyer hereby agrees to defend, indemnify and hold harmless Seller, its employees, officers, partners, agents, and representatives from and against all actions, proceedings, claims, demands, penalties, loss, liability, expenses, damages, and costs (including attorneys' fees and costs) arising from or in any way relating to (i) any liens or encumbrances caused by Buyer, and (ii) Buyer's entry onto, work performed on, or use of the Easement prior to the Close of Escrow pursuant to the right of entry granted pursuant to this Section 3.

4. ESCROW.

4.1 Opening of Escrow. Closing of the sale of the Easement shall take place through an escrow ("Escrow") to be established within three (3) business days after the execution of this Agreement by the parties hereto, with Chicago Title Company ("Escrow Holder") at its office located at 725 South Figueroa St. Suite 200, Los Angeles, CA 90017, Jordan Curiel, Jordan.Curiel@ctt.com, 213-488-4371. The opening of the Escrow (the "Opening of Escrow") shall be deemed to be the date that a fully executed copy of this Agreement is delivered to the Escrow Holder. Escrow Holder is instructed to notify Buyer and Seller in writing of the date of the Opening of Escrow.

4.2 Escrow Instructions. This Agreement, once deposited in Escrow together with the General Provisions, as attached hereto as Exhibit "G", shall constitute the joint escrow instructions of Buyer and Seller to Escrow Holder. Additionally, if Escrow Holder so requires, Buyer and Seller agree to execute the form of escrow instructions that Escrow Holder customarily requires in real property escrows administered by it. In the event of any conflict or inconsistency between Escrow Holder's standard instructions or the General Provisions and the provisions of this Agreement, the provisions of this Agreement shall supersede and be controlling.

5. INSPECTION AND REVIEW.

5.1 Title Matters. Buyer shall, within ten (10) days of the approval of this Agreement by all parties, obtain a preliminary title report prepared by Chicago Title Company, 725 South

Figueroa St., Suite 200, Los Angeles, CA 90017, Patricia Schlageck, Patricia.schlageck@ctt.com, 213-488-4300 ("Title Company") describing the state of title of the Larger Parcel together with copies of all underlying documents (collectively, the "Preliminary Title Report"). Buyer may, at its sole cost and expense, obtain a current survey of the Easement or Larger Parcel (the "Survey"). Buyer shall notify Seller in writing of any objections Buyer may have to title exceptions contained in the Preliminary Title Report or matters shown on the Survey (if Buyer has obtained) no later than the date which is fifteen (15) business days of its receipt of the Preliminary Title Report ("Buyer's Objection Notice"), or fifteen (15) days after the approval of this Agreement by all parties, whichever is later. Buyer's approval or disapproval of the matters set forth in the Preliminary Title Report (and the Survey, if applicable) may be granted or withheld in Buyer's sole and absolute discretion. Except as to any monetary liens or encumbrances, which shall be deemed disapproved unless Buyer specifically approves them in writing, Buyer's failure to provide Seller with a Buyer's Objection Notice within such period shall constitute Buyer's approval of all exceptions to title shown on the Preliminary Title Report. If Buyer disapproves or conditionally approves any of the foregoing matters, or such matters are deemed disapproved, Seller may, within five (5) business days after its receipt of Buyer's Objection Notice, elect to eliminate to Buyer's sole satisfaction such disapproved or conditionally approved matters. Within such five (5) business day period, Seller shall give Buyer written notice (which shall hereinafter be referred to as "Seller's Title Notice") of those disapproved or conditionally approved matters, if any, which Seller covenants and agrees to eliminate from the Preliminary Title Report as exceptions to title to the Easement to Buyer's satisfaction by the Closing Date. If Seller does not elect in Seller's Title Notice to eliminate any disapproved or conditionally approved matters as provided above, or if Buyer disapproves, in Buyer's discretion, Seller's Title Notice, then Buyer shall have the right, by a writing delivered to Seller and Escrow Holder prior to a period five (5) business days after the receipt of Seller's Title Notice to: (A) waive its prior disapproval, in which event said disapproved matter(s) shall be deemed approved, or (B) terminate this Agreement and the Escrow created pursuant hereto. Otherwise, the Buyer shall take title at the Close of Escrow subject to such objectionable, non-monetary items without any adjustment to or credit against the Purchase Price.

Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, including any survey exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement. The process set forth above for Buyer's review and Seller's response shall apply to any review and response with respect to any amendment or supplement to the Preliminary Title Report, and the Closing shall be extended for such period as is necessary to allow for that review and response process to be completed.

5.2 Seller to Provide Environmental Studies and Information. Immediately upon the Opening of Escrow, Seller shall provide without charge to Buyer full, complete, and accurate copies of such environmental studies, laboratory results or analyses, surveys or drilling logs, Phase 1 or Phase 2 analyses, monitoring well reports, or any other type of report, summary, data, or information as are in Seller's possession or control regarding any soil or groundwater condition, or other environmental condition on the Easement, or the Larger Parcel. Buyer shall have full access to such information to assist its conduct of Due Diligence investigations regarding the Easement.

5.3 Continuing Due Diligence. For a period of thirty (30) days (the "Due Diligence Period") commencing upon the Opening of Escrow, Buyer shall have the right to examine, inspect and investigate the Easement area and, at Buyer's sole and absolute discretion, to determine whether the physical and environmental condition of the Easement area is acceptable to Buyer. This right shall supersede any prior agreement or arrangement that might be made between Buyer and Seller regarding access to the Easement area to perform environmental studies or analyses. Seller shall permit Buyer, its engineers, analysts, contractors, lenders and agents to conduct physical inspections of the Easement area, including soil, subsurface soils, drainage, seismic and other geological and topographical matters, location of toxic substances, hazardous materials or wastes, if any, and any other investigations as Buyer deems prudent with respect to the physical condition of the Easement area. Such investigations may be made by Buyer and/or its agents during any normal business hours. Seller shall have the right, but not the obligation, to accompany Buyer during such investigations and/or inspections but shall not interfere therewith, and shall be provided with copies of reports developed during such investigation or inspection. Buyer shall repair any and all damage to the Easement area caused by such inspections or investigations in a timely manner, and shall indemnify and defend the Seller from and against liability arising from Buyer's negligent conduct in the physical inspection hereunder. Buyer shall notify Seller and Escrow Holder in writing ("Buyer's Due Diligence Notice") on or before the expiration of the Due Diligence Period of Buyer's approval or disapproval of the condition of the Easement area, and Buyer's investigations with respect thereto. Buyer's failure to deliver Buyer's Due Diligence Notice on or before the expiration of the Due Diligence Period shall be deemed Buyer's approval thereof.

6. CLOSE OF ESCROW.

6.1 Close of Escrow; Closing Date. Provided that all of the conditions of this Agreement precedent to the "Close of Escrow" (as hereinafter defined) as set forth in Section 10 below have been satisfied (or waived by the appropriate party) prior to or on the Closing Date, the Closing of this transaction for the sale and purchase of the Easement shall take place on or before forty five (45) days after the Opening of Escrow ("Closing Date"). The Closing Date may be extended by mutual written agreement by Buyer and Seller. Notwithstanding the foregoing, if Buyer and Seller agree to advance the Closing, and so long as all of "Buyer's Conditions to Closing" and all of "Seller's Conditions to Closing" (as those terms are defined in Section 10) have been satisfied (or waived by the appropriate party), Seller and Buyer may elect to authorize the Closing before the Closing Date. The terms "Close of Escrow", "Closing Date" and the "Closing" are used herein to mean the time Seller's grant of permanent roadway easement conveying interest in the Easement to Buyer is recorded in the Official Records of the Office of the County Recorder of Los Angeles ("Official Records"). If Escrow is not in a condition to close by the Closing Date, either party not then in default hereunder may, upon five (5) business days' advance written notice to the other party and Escrow Holder, elect to terminate this Agreement and the Escrow. No such termination shall release either party then in default from liability for such default. If neither party so elects to terminate this Agreement and the Escrow, Escrow Holder shall close the Escrow as soon as possible.

6.2 Recordation; Release of Funds and Documents.

6.2.1 Escrow Holder is directed, on the Closing Date, to record in the Official Records, the documents listed in Section 7.2 below; and such other and further documents as may be directed jointly by Buyer and Seller.

6.2.2 Upon the Closing, Escrow Holder shall deliver (i) the Purchase Price to Seller pursuant to Section 9, and (ii) conformed copies of all recorded documents to both Buyer and Seller.

7. DELIVERY OF DOCUMENTS REQUIRED FROM BUYER AND SELLER.

7.1 Buyer's Obligations. Buyer agrees that on or before 1:00 p.m. of the last business day immediately preceding the Closing Date, Buyer shall deposit or cause to be deposited with Escrow Holder the following:

7.1.1 the Purchase Price; and

7.1.2 any and all additional funds, instruments or other documents required from Buyer (executed and acknowledged where appropriate) as may be reasonably necessary in order for the Escrow Holder to comply with the terms of this Agreement.

7.2 Seller's Obligations. Seller agrees that on or before 1:00 p.m. of the last business day immediately preceding the Closing Date, Seller shall deposit or cause to be deposited with Escrow Holder each of the following:

7.2.1 the executed and acknowledged Grant of Permanent Roadway Easement in the form of Exhibit "C" attached hereto and made a part hereof;

7.2.2 the executed and acknowledged License and Right of Entry in the form of Exhibit "D" attached hereto and made a part hereof;

7.2.3 all other funds, items, and instruments required from Seller (executed and acknowledged where appropriate) as may be reasonably necessary in order for Escrow Holder to comply with the provisions of this Agreement.

8. [RESERVED]

9. REAL PROPERTY TAXES AND ASSESSMENTS. Seller shall be responsible for paying all real and personal property taxes and assessments which are of record as of the Closing Date and/or have accrued against the Easement only prior to (and including) the Closing Date (notwithstanding whether such taxes and/or assessments are due and payable as of the Closing Date).

9.1 Subordination. Any existing Deeds of Trust as evidenced on the Title Report will need to be subordinated to the grant of permanent roadway easement as reflected in Exhibit "F", Subordination of Deed of Trust to Easement Deed.

10. CONDITIONS PRECEDENT TO CLOSING.

10.1 Conditions Precedent to Buyer's Obligations. The obligations of Buyer under this Agreement to purchase the Easement and close the Escrow shall be subject to the satisfaction or signed written waiver by Buyer of each and all of the following conditions precedent (collectively, "Buyer's Conditions to Closing"):

10.1.1 [Reserved];

10.1.2 Escrow Holder holds all instruments and funds required for the Closing and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement;

10.1.3 Except as otherwise permitted by this Agreement, all representations and warranties by the Seller in this Agreement shall be true on and as of the Closing Date as though made at that time and all covenants of Seller pursuant to this Agreement shall have been fulfilled by the Closing Date;

10.1.4 Seller is not in material default of any term or condition of this Agreement;

10.1.5 as of the Closing Date, no judicial or administrative challenges have been presented or filed against the Buyer's actions in proceeding with the Project; and

10.1.6 Buyer possesses a continuous and uninterrupted right of entry with respect to the Easement area pursuant to Section 3 and the right of entry has not been suspended or terminated as of the Closing Date.

In the event that any of Buyer's Conditions to Closing are not satisfied, deemed satisfied, or waived in a writing signed by Buyer prior to the expiration of the applicable period for satisfaction or waiver, Buyer may terminate this Agreement.

10.2 Conditions Precedent to Seller's Obligations. The obligations of Seller under this Agreement shall be subject to the satisfaction or signed written waiver by Seller of each and all of the following conditions precedent ("Seller's Conditions to Closing"):

10.2.1 Escrow Holder holds the Purchase Price and all other instruments and funds required for the Closing and will deliver to Seller the instruments and funds, including but not limited to the Purchase Price accruing to Seller pursuant to this Agreement;

10.2.2 Except as otherwise permitted by this Agreement, all representations and warranties by the Buyer in this Agreement shall be true on and as of the Closing Date as though made at that time and all covenants of Buyer pursuant to this Agreement shall have been fulfilled by the Closing Date; and

10.2.3 Buyer is not in material default of any term or condition of this Agreement.

In the event that any of Seller's Conditions to Closing are not satisfied, deemed satisfied, or waived in a writing signed by Seller prior to the expiration of the applicable period for satisfaction or waiver, Seller may terminate this Agreement.

10.3 Termination of Agreement. In the event any condition to the obligation of Buyer or Seller to convey the Easement has not been satisfied on or before the dates specified therein or, if no date has been specified, on or before the Closing Date, Buyer (if such condition is for the benefit of Buyer) or Seller (if such condition is for the benefit of Seller) shall have the right to terminate this Agreement and the Escrow by delivery of written notice to the other party and to Escrow Holder.

11. POSSESSION. Permanent possession or use of the Easement shall be delivered by Seller to Buyer on the Closing Date or later, at the discretion of Buyer, subject only to the Permitted Exceptions.

12. ALLOCATION OF COSTS.

12.1 Buyer's Costs. Buyer shall pay all closing costs associated with this Agreement and the conveyance of the Easement from Seller to Buyer, including any and all escrow and title fees, recording fees, and documentary transfer tax in connection with this Agreement and the transactions contemplated hereby.

12.2 Seller's Costs. Seller shall pay any payments under Section 9 above, and the costs, fees, charges, or other expenses of obtaining any reconveyances or other instruments, documents, or actions required to place title in a condition to effectuate the Closing.

12.3 Attorney Fees. Each party shall bear the expense of its own counsel and consultants, provided that Buyer shall, at the Close of Escrow, reimburse Seller for its reasonable attorneys' fees associated with the transactions contemplated by this Agreement in an amount not to exceed One Thousand Five Hundred Dollars ($1,500.00)

13. CONDEMNATION. In the event that, prior to the Close of Escrow, any governmental entity (other than Buyer) shall commence any proceedings of or leading to eminent domain or similar type proceedings to take all or any portion of the Easement area, Buyer and Seller shall promptly meet and confer in good faith to evaluate the effect of such action on the purposes of this Agreement.

14. REPRESENTATIONS AND WARRANTIES.

14.1 Title. Seller is the sole owner of the Larger Parcel and has good, absolute and marketable title to the Larger Parcel and has full power and authority to own and sell and convey the Easement over under and/or through the Larger Parcel to Buyer, and to enter into and perform its obligations pursuant to this Agreement.

14.2 Delivery. The execution and delivery of this Agreement by Seller, Seller's performance hereunder, and the completion of this transaction will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which Seller is at present party, or by which Seller is bound.

14.3 Actions. To Seller's knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the environmental, health and safety aspects of the Larger Parcel or Easement area is pending, proposed or threatened.

14.4 Hazardous Substances. To the best of Seller's knowledge, the Easement area has not at any time been used for the purposes of storing, manufacturing, releasing or dumping Hazardous Materials. For purposes of this Agreement, the term "Hazardous Materials" shall mean (1) hazardous wastes, hazardous materials, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including, but not limited to, substances deemed as "hazardous wastes," "hazardous materials," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. § 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1802; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 9601, et seq.; the Clean Water Act ("CWA"), 33 U.S.C. § 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300 et seq.; the Clean Air Act ("CAA"), 42 U.S.C. § 7401 et seq.; the Hazardous Waste Control Law, California Health and Safety Code § 25025 et seq., and § 33349; the Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code, Division 20, Chapter 6.8, the Hazardous Materials Release Response Plans and Inventory Act, California Health and Safety Code, Division 20, Chapter 6.95, The Underground Storage of Hazardous Substances Act, California Health and Safety Code, Division 20, Chapter 6.7, the Porter-Cologne Act, California Water Code § 13050 et seq. and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws (collectively the "Environmental Laws"); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation, ordinance, including any Environmental Law, now in effect, including, but not limited to, (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel, (E) asbestos, (F) lead in water, paint or elsewhere, (G) radon, (H) polychlorinated biphenyls (PCB's) and (I) ureaformaldehyde.

14.5 Remedies. In the event Buyer discovers Hazardous Materials, or contaminated soil and/or water in, on or under the Easement area that must be remedied, and such discovery is made after the Closing Date, and Seller is determined to be a responsible party therefor, the sale and this Agreement shall not limit any claim by Buyer that Seller must indemnify Buyer for necessary costs and expenses incurred by Buyer for the removal and disposal of any such Hazardous Materials, contaminated soil and/or water upon receipt of a bill or invoices therefor. Such indemnity shall extend to Buyer, its officers, employees, consultants and agents, for any and all liability, costs, fines, penalties, charges and/or claims of any kind whatsoever related to the existence and removal of any Hazardous Materials, contaminated soil and/or water. Such indemnity shall survive the Closing of Escrow.

14.6 Reservation of Rights. Notwithstanding anything to the contrary set forth in this Agreement, Buyer reserves all rights and remedies, at law or in equity, with respect to Hazardous Materials, contaminated soil and/or water in, on or under the Easement area discovered by Buyer following the Close of Escrow. This Section 14 shall survive the Closing Date and shall remain a binding contract between Buyer and Seller.

15. COVENANTS OF SELLER. Seller agrees that during the period between the Effective Date of this Agreement and the Closing Date:

15.1.1 Seller shall maintain the Easement area in not less than the state of repair as that existing on the Effective Date (excepting ordinary wear and tear);

15.1.2 Seller shall not convey, grant, lease, assign, mortgage, hypothecate, encumber, or otherwise transfer (on or off record) the Easement area or any interest therein;

15.1.3 Prior to Closing, Seller shall maintain Seller's existing insurance, if any, on the Larger Parcel; and

15.1.4 Prior to the Closing, Seller shall not alter the physical condition of the Easement area or introduce or release, or permit the introduction or release, of any Hazardous Materials in, from, under, or on the Easement area.

16. GENERAL WAIVER; DISMISSAL OF EMINENT DOMAIN ACTION. Seller acknowledges and agrees that the compensation to be paid to it hereunder is in full, final, complete, and permanent consideration of all claims Seller has or may have, for damages, compensation, or benefits of any kind, arising out of Buyer's acquisition of the Easement, and construction and operation of the Project in the manner proposed. Except for claims to the compensation provided for under this Agreement, Seller waives any claim for just compensation, damages of any kind (including damages for loss of access, loss of use, pre-condemnation damage, or any other type of damage or injury), and all claims for loss of business goodwill, interest, costs, litigation expenses, improvements pertaining to the realty, moving expenses, relocation assistance or benefits of any kind, or any compensation whatsoever arising out of the City's acquisition of the Easement, and City's pre-acquisition planning for, and execution and construction of the Project, in the manner proposed. In addition, Seller hereby acknowledges that Buyer may file a Condemnation Action regarding the Easement, naming the owner of the Larger Parcel, and others as necessary defendants, and may apply for an Order of Prejudgment Possession. Seller hereby consents to the issuance of an Order of Prejudgment Possession as to its interest in the Easement area. Seller agrees that the compensation to be paid by this Agreement shall be in lieu of the deposit of the probable compensation pursuant to the Code of Civil Procedure, Section 1255.010. Seller also hereby consents to the dismissal of the Condemnation Action, and waives any claim for costs, attorney's fees, or any other litigation expenses or costs, in connection therewith.

Seller further waives and relinquishes any objection to Buyer's right to take the Easement by eminent domain, and any rights to a lease or buy-back of the Easement area, or other reimbursements, arising out of Code of Civil Procedure sections 1245.245, 1263.025, or any related provision of law.

In connection with such waivers, and each of them, Seller specifically waives any benefit from, or application of, Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Seller represents to Buyer it has had the opportunity to review with counsel the meaning and import of waiving Civil Code section 1542, and knowingly and willingly waives it.

17. MISCELLANEOUS.

17.1 Assignment. This Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, representatives, successors and assigns. Neither party to this Agreement may assign this Agreement or any interest or right hereunder or under the

Escrow without the prior written consent and approval of the other party, which consent and approval may be withheld in the sole and absolute discretion of either party. No provision of this Agreement is intended nor shall in any way be construed to benefit any party not a signatory hereto or to create a third party beneficiary relationship.

17.2 Notices. All notices under this Agreement shall be effective upon personal delivery, via email so long as the sender receives confirmation of successful transmission from the recipient, or three (3) business days after deposit in the United States mail, registered, certified, postage fully prepaid and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing:

To Seller: Highland Industrial Center, LLC
11620 Wilshire Boulevard #1000
Los Angeles, CA 90025
Attn: Howard Schwimmer
Email: howards@rexfordindustrial.com and
jeschman@rexfordindustrial.com

To Buyer: City of Duarte
1600 Huntington Drive
Duarte, CA 91010
Attn: Community Development Director
Email: chensley@accessduarte.com

17.3 Fair Meaning. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto.

17.4 Headings. The headings at the beginning of each numbered Section of this Agreement are solely for the convenience of the parties hereto and are not a part of this Agreement.

17.5 Choice of Laws; Litigation Matters. This Agreement shall be governed by the internal laws of the State of California and any question arising hereunder shall be construed or determined according to such law. The Superior Courts of the State of California in and for the County of Los Angeles, shall have exclusive jurisdiction of any litigation between the parties concerning this Agreement. Service of process on Buyer shall be made in accordance with California law. Service of process on Seller shall be made in any manner permitted by California law and shall be effective whether served inside or outside California.

17.6 No Liability of Buyer's Officials. No officer, official, member, employee, agent, or representatives of Buyer shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, or representative.

17.7 Gender; Number. As used in this Agreement, masculine, feminine, and neuter gender and the singular or plural number shall be deemed to include the others wherever and whenever the context so dictates.

17.8 Survival. This Agreement and all covenants to be performed after the Closing, and, except as otherwise set forth herein, all representations and warranties contained herein, shall survive the Closing Date and shall remain a binding contract between the parties hereto.

17.9 Time of Essence. Time is of the essence of this Agreement and of each and every term and provision hereof, it being understood that the parties hereto have specifically negotiated the dates for the completion of each obligation herein.

17.10 Waiver or Modification. A waiver of a provision hereof, or modification of any provision herein contained, shall be effective only if said waiver or modification is in writing, and signed by both Buyer and Seller. No waiver of any breach or default by any party hereto shall be considered to be a waiver of any breach or default unless expressly provided herein or in the waiver.

17.11 Broker's Fees. Seller and Buyer represent and warrant to the other that neither Buyer nor Seller has employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorney's fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with the conveyance of the Easement arising out of agreements by the indemnifying party to pay any commission or finder's fee.

17.12 Duplicate Originals. This Agreement may be executed in any number of duplicate originals, all of which shall be of equal legal force and effect.

17.13 Severability. If any term, covenant or condition of this Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons, entities, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17.14 Exhibits. The Exhibits attached to this Agreement are incorporated herein by this reference and made a part hereof.

17.15 Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

17.16 Entire Agreement; Amendment. Except as set forth above, this Agreement and the exhibits incorporated herein contain the entire agreement of Buyer and Seller with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing signed by duly authorized officers or representatives of each of the parties hereto.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Buyer and Seller each hereby represents that it has read this Agreement, understands it, and hereby executes this Agreement to be effective as of the day and year first written above.

SELLER:

HIGHLAND INDUSTRIAL CENTER, LLC,
a California limited liability company

By: ________________________________
Name: Howard Schwimmer
Title: Managing Member

BUYER:

CITY OF DUARTE, a California municipal corporation

By: ________________________________
Jody Schulz, Mayor

ATTEST:

____
Annette Juarez, City Clerk

APPROVED AS TO FORM:
City Attorney

By: ________________________________
Thai V. Phan, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF
PERMANENT ROADWAY EASEMENT

[See Attached]

EXHIBIT “A”
LEGAL DESCRIPTION

THAT PORTION OF PARCEL 2, IN THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 6, PAGE 1OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

THE EAST 8.00 FEET OF SAID PARCEL 2.

THE ABOVE DESCRIBED AREA OF LAND CONTAINS 2,875 S.F.

PREPARED BY:
KHR ASSOCIATES

James H. Kawamura

JAMES H. KAWAMURA – REGISTRATION NO. 30560
REGISTRATION EXPIRES: 03/31/24

REGISTERED PROFESSIONAL ENGINEER
JAMES H. KAWAMURA
No. C30560
Expiration: 03/31/24
CIVIL
STATE OF CALIFORNIA

<u>EXHIBIT “B”</u>

<u>DEPICTION OF</u>
<u>PERMANENT ROADWAY EASEMENT</u>

[See Attached]

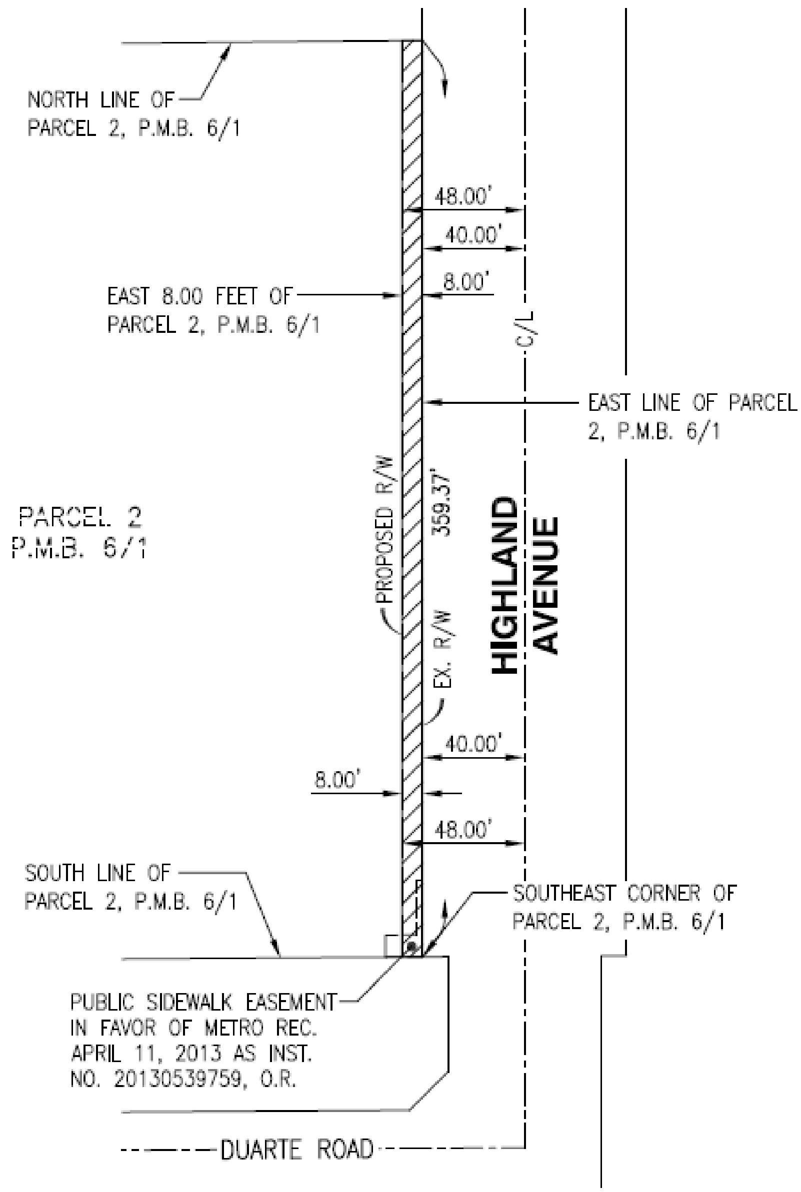
SHEET 1 OF 1

EXHIBIT "B"

SCALE: 1"= 60'

LEGEND

- EASEMENT (2,875 S.F.)
- STREET CENTERLINE
- LOT LINE



159/022390-0048
1134403.01 a11/21/23

EXHIBIT “C”

GRANT OF PERMANENT ROADWAY EASEMENT

[See Attached]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Duarte
1600 Huntington Drive
Duarte, CA 91010
Attention: City Clerk

Exempt from Recording Fee
Pursuant to Government Code Section 6103

Exempt from Documentary Transfer Tax
Pursuant to R&T Code § 11922

(Space above this line for Recorder's use)

APN: 8528-011-023
FULL [ ] PORTION [X]

GRANT OF PERMANENT ROADWAY EASEMENT

For valuable consideration, receipt of which is hereby acknowledged, HIGHLAND INDUSTRIAL CENTER, LLC, a California limited liability company (Grantor"), hereby grants to the CITY OF DUARTE, a municipal corporation ("Grantee") a permanent roadway easement (the "Easement") in, on, over, along, through, upon, under and across that certain real property (the "Easement Area"), described on Attachment "1" and depicted on Attachment "2" attached hereto and incorporated herein by this reference, for the following purposes:

A perpetual exclusive easement for public right of way, street, drainage, pedestrian and utility purposes, including all use of the Easement Area for purposes incident to public right of way use, including but not limited to the construction, maintenance, and operation of a roadway, or other transportation facilities, underground and above ground utilities and appurtenances, cable communication or telecommunication facilities; directional, street identification, or roadway informational signage; traffic control devices; curbs; gutters; sidewalks; drainage and sewage facilities; and transportation facilities such as bus bays, benches, bus or train stops, bicycle pathways, or facilities for railway or other public transportation vehicles or manners of conveyance.

Grantor retains the right to benefit from the Easement Area and the Easement Area will be included in any setback, floor area ratio, or density calculation for any future development or redevelopment of the 1801 Highland larger parcel.

[Signatures on next page]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Permanent Roadway Easement to be executed as of this ______day of _______________, 2023.

GRANTOR:

HIGHLAND INDUSTRIAL CENTER, LLC, a California limited liability company

By: ___________________________________
Name: Howard Schwimmer
Title: Managing Member

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 Riverside)

On ____________________, 2023, before me, ____________________, Notary Public, personally appeared ____________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature___________________________________ (Seal)

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 Riverside)

On ____________________, 2023, before me, ____________________, Notary Public, personally appeared ____________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature___________________________________ (Seal)

ATTACHMENT "1"
TO GRANT OF PERMANENT ROADWAY EASEMENT

LEGAL DESCRIPTION OF THE PERMANENT EASEMENT

LEGAL DESCRIPTION

THAT PORTION OF PARCEL 2, IN THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 6, PAGE 1OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

THE EAST 8.00 FEET OF SAID PARCEL 2.

THE ABOVE DESCRIBED AREA OF LAND CONTAINS 2,875 S.F.

PREPARED BY:
KHR ASSOCIATES

REGISTERED PROFESSIONAL ENGINEER
JAMES H. KAWAMURA
No. C30560
Expiration: 03/31/24
CIVIL
STATE OF CALIFORNIA

JAMES H. KAWAMURA – REGISTRATION NO. 30560
REGISTRATION EXPIRES: 03/31/24

2284/012225-0144
19815859.8 a11/21/23

ATTACHMENT "2"
TO GRANT OF PERMANENT ROADWAY EASEMENT
DEPICTION OF THE PERMANENT EASEMENT

SHEET 1 OF 1

ATTACHMENT "2"

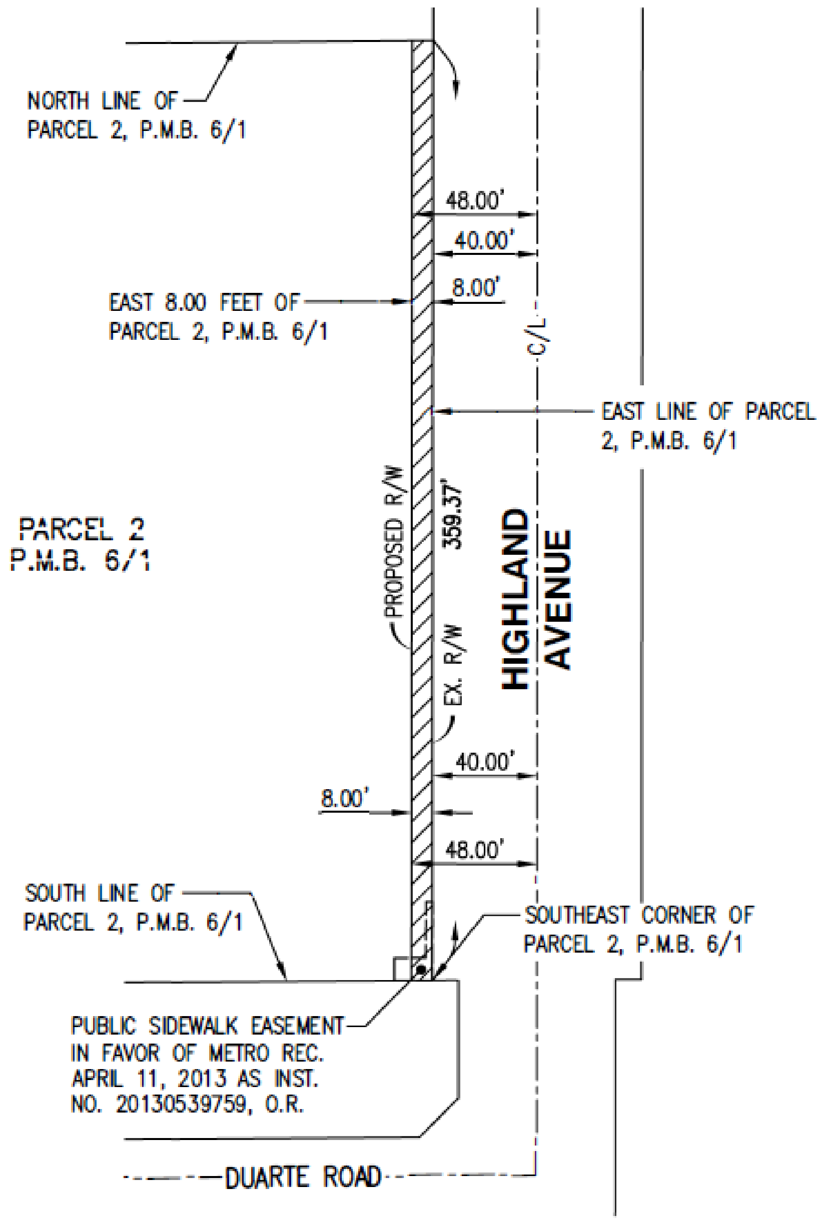
SCALE: 1"= 60'

LEGEND

EASEMENT (2,875 S.F.)

STREET CENTERLINE

LOT LINE



2284/012225-0144
19815859.8 a11/21/23

CERTIFICATE OF ACCEPTANCE

GRANT OF PERMANENT ROADWAY EASEMENT

This is to certify that the interest in real property conveyed by this Grant of Permanent Roadway Easement dated ________________, 2023, as made by HIGHLAND INDUSTRIAL CENTER, LLC, a California limited liability company, to the CITY OF DUARTE, a California municipal corporation, is hereby accepted by the undersigned officer of the City of Duarte, on behalf of the City of Duarte, pursuant to authority conferred by Resolution No. 10-31 of the City Council of the City of Duarte adopted on July 27, 2010.

CITY OF DUARTE,
a California municipal corporation

Dated _____________________, 2022

By:__________________________________
Brian Villalobos, City Manager

ATTEST:

____
Annette Juarez, City Clerk

2284/012225-0144
19815859.8 a11/21/23

EXHIBIT "D"

LICENSE AND RIGHT OF ENTRY

[See Attached]

LICENSE AND RIGHT OF ENTRY

Highland Industrial Center, LLC, a California limited liability company ("Owner"), hereby grants to the City of Duarte, and its employees, representatives, agents and contractors (collectively referred to as the "City"), a non-exclusive temporary license and right of entry to enter upon, use and occupy the property located at 1801 Highland Avenue, Duarte (APN 8528-011-023), as shown on Exhibit "1" attached hereto and incorporated herein by this reference (the "Property"), for the purpose of performing any and all work necessary or incidental to the construction of the City's Highland Avenue Project (the "Project"), as depicted in Exhibit "2" attached hereto and incorporated herein by this reference. Such work shall include, but not be limited to, the following: excavation; grading; earth fill; compaction; installation of concrete forms; irrigation; utility; sign removal; accommodation of private drainage facilities; adjusting grade differentials between the Project and the adjoining real property and/or matching existing concrete and/or asphalt paved areas, and/or natural grade areas; providing standard construction site control measures; and restoring the Property to the same functional condition as reasonably practicable to the condition before the Project, consistent with the Project to be constructed. This License and Right of Entry is subject to the terms and conditions of the Agreement for Purchase and Sale and Joint Escrow Instructions between Owner and City dated November __, 2023, which agreement is incorporated herein by this reference.

City agrees to indemnify, defend and hold harmless Owner from and against any and all claims, demands, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from City's exercise of this License and Right of Entry, except to the extent caused by the negligence or willful misconduct of Owner or its employees, representatives, agents or contractors.

City agrees not to assign, transfer, lease, pledge or otherwise dispose of its License and Right of Entry without the prior written consent of Owner, which consent may be withheld in Owner's sole discretion. No right of entry to existing buildings on the Property is conveyed by this instrument.

This License and Right of Entry shall become effective upon the execution of this instrument by both parties and shall terminate upon the earlier of (i) twelve (12) months after City provides written notice to Owner that it has commenced construction of the Project, or (ii) City provides written notice to Owner that it has completed construction of the Project.

This License and Right of Entry shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

Date: ________________________________

THE CITY OF DUARTE
A municipal organization under the laws of the State of California

By: _________________________________

OWNERS:

HIGHLAND INDUSTRIAL CENTER, LLC,
a California limited liability company

By: _________________________________
Name: Howard Schwimmer
Title: Managing Member

EXHIBIT "1"
TO LICENSE AND RIGHT OF ENTRY
LEGAL DESCRIPTION OF THE LARGER PARCEL

The land referred to herein is situated in the State of California, County of Los Angeles, City of Duarte and described as follows:

PARCEL 1:

Parcel 2 as per Parcel Map, in the City of Duarte, County of Los Angeles, State of California, as per Map recorded in Book 6, Page 1, of Parcel Maps, records of said County, in the Office of the County Recorder of said County.

PARCEL 2:

An easement for ingress and egress over that portion of Parcel 1 of Parcel Map, in the City of Duarte, County of Los Angeles, State of California, as filed in Book 6, Page 1, of Parcel Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the Northwest corner of said Lot 1; thence along the Westerly and Southerly boundary of said Lot 1 as follows:

South 0° 06' 10" West 384.00 feet, North 89° 42' 23" East, 839.58 feet, North 0° 06' 33" East 163.14 feet, North 89° 32' 52" East 344.70 feet, to the most Easterly Southeast corner of said Lot; thence North 0° 33' East along the most Easterly line of said Lot to its point of intersection with a line that is parallel with and 20.00 feet Northerly, measured at right angles to that certain course in the Southerly boundary of said Lot 1 bearing North 89° 32' 52" East; thence South 89° 32' 52" West along said parallel line to its point of intersection with a line that is parallel with and 15.00 feet Westerly, measured at right angles to that certain course in the Southerly boundary of said Lot 1 bearing North 0° 06' 33" East; thence South 0° 06' 33" West along last said parallel line to its point of intersection with a line that is parallel with and 20.00 feet Northerly, measured at right angles to that certain course in the Southerly boundary bearing North 89° 42' 23" East; thence South 89° 42' 23" West along the last described parallel line to its point of intersection with a line that is parallel with and 30.00 feet Easterly measured at right angles to the Westerly line of said Lot 1; thence North 0° 16' 10" East along last said parallel line to its point of intersection with the Northerly line of said Lot 1; thence South 89° 38' 00" West along said Northerly line to the point of beginning.

APN: 8528-011-023

<u>EXHIBIT "2"</u>
<u>TO LICENSE AND RIGHT OF ENTRY</u>
DEPICTION OF THE PROJECT

EXHIBIT "E"

DEPICTION OF THE PROJECT

[See Attached]

EXHIBIT "F"

SUBORDINATION OF DEED OF TRUST TO GRANT OF PERMANENT ROADWAY EASEMENT

[See Attached]

Facility [Project]:
Facility [Project] No.:
Parcel No.:
A.P. No.:
Location:

SUBORDINATION OF DEED OF TRUST TO
GRAND OF PERMANENT ROADWAY EASEMENT

For value received,

[Beneficiary Name],

Beneficiary under that certain Deed of Trust (encumbering land owned by Highland Industrial Center, LLC, a California limited liability company) which was recorded as Document No. ____________ of Official Records in the office of the County Recorder of Los Angeles County, California, hereby agrees that the grant of permanent roadway easement to the City of Duarte, an unexecuted copy of which, including legal description of said easement, is attached as "EXHIBIT A" and by reference made a part, shall be and remain paramount, prior and superior to and forever bind the interests of the undersigned under said Deed of Trust, for all purposes as fully as though said grant of permanent roadway easement had been executed and delivered prior to the creation of said Deed of Trust and the latter made and accepted specifically subject to and subordinate thereto.

<u>**EXHIBIT "G"**</u>

GENERAL PROVISIONS

(Attached)

GENERAL PROVISIONS
IMPORTANT – PLEASE READ CAREFULLY

1. Privacy Notice (15 U.S.C. 6801 and 16 CFR Part 313)

We collect nonpublic personal information about you from information you provide on forms and documents and from other people such as your lender, real estate agent, attorney, title company, etc. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

2. Execution & Delivery of Escrow Instructions

These instructions may be executed in counterparts and said counterparts together will constitute one and the same instrument. In the event that the parties hereto utilize facsimile or electronically transmitted instructions to Escrow Holder, said parties hereby instruct Escrow Holder to rely upon such instructions as if they were originals. Any amendments and supplements to these instructions must be in writing and shall only be effective when executed and delivered to Escrow Holder. Escrow Holder shall not be concerned with nor have any obligations with respect to items designated as memoranda in these instructions or with any other agreement or contract between the parties to this escrow.

3. Deposit of Funds

(i) All funds received in this escrow will be deposited with other escrow funds in one or more non-interest-bearing escrow accounts of Escrow Holder in a financial institution selected by Escrow Holder. Escrow Holder shall not be responsible and shall have no liability for any delay in closing this escrow if the funds deposited in this escrow are not available for immediate withdrawal as a matter of right following deposit in such financial institution.

(ii) You have the opportunity to earn interest on the funds you deposit with us through a deposit account arrangement that Escrow Holder has established with one of its financial institutions. The interest rate for these accounts varies between financial institutions, fluctuates periodically based on market conditions and other factors, and may change prior to or during the time your funds are on deposit. You will not have an opportunity to earn interest on any funds deposited by a lender.

(iii) If you elect to earn interest through this special account arrangement, Escrow Holder will charge you an additional fee of $50.00 for the establishment and maintenance of the account. This fee compensates Escrow Holder for the costs associated with opening and managing the interest-bearing account, preparing correspondence/documentation, transferring funds, maintaining appropriate records for audit/reconciliation purposes and filing any required tax withholding statements. It is important that you consider this cost in your decision since the cost may exceed the interest you earn. If you are interested in having your funds deposited in an interest-bearing account, please contact your escrow officer.

(iv) If you do not elect to have your funds deposited in an interest-bearing account, your funds (together with any funds deposited by a lender) will be held in Escrow Holder's general escrow trust account. The general escrow trust account is restricted and protected against claims by third parties or creditors of Escrow Holder. Escrow Holder and/or its parent company may receive certain direct and indirect financial benefits from the financial institution as a result of maintaining the general escrow trust account. These benefits may include, without limitation, credits allowed by such financial institution on loans to Escrow Holder and/or its parent company and earnings on investments made with the proceed of such loans, as well as accounting, reporting and other services and products of such financial institution. Escrow Holder shall have no obligation to account to the parties to this escrow in any manner for the value of, or to pay to any party, any benefit received by Escrow Holder and/or its parent company. Any such benefits shall be deemed additional compensation of Escrow Holder for its services in connection with this escrow. Some or all of these benefits may be deemed interest due you under California Insurance Code Section 12413.5. As indicated above, you may elect to have your funds placed in a separate, interest-bearing account and receive the benefits therefrom, but you will be required to pay Escrow Holder an additional fee for this service. Alternatively, you may leave your funds in the general escrow trust account and thereby authorize Escrow Holder to keep the benefits it and/or its parent company receives from the financial institution. In either event, you understand and agree that Escrow Holder and/or its parent company may receive and retain for their sole benefit any and all benefits derived from the general escrow trust account prior to the deposit of your funds in an interest-bearing account and following the withdrawal of your funds from such interest-bearing account (normally two business days prior to the close of escrow).

(v) All parties depositing funds in connection with this escrow are hereby notified that the funds so deposited are insured only to the limit provided by the Federal Deposit Insurance Corporation.

(vi) Funds deposited by a lender are ordinarily deposited to escrow one or two days prior to closing. You should be aware that your lender may begin charging interest on your loan from the date loan funds are deposited into Escrow Holder's escrow trust account.

4. Good Funds Law – California Insurance Code §12413.1

All parties are aware and understand that California Insurance Code §12413.1 mandates that funds deposited into an escrow must be collected and available for withdrawal PRIOR TO DISBURSEMENT. The determination of the availability of funds is set forth as follows:

(i) CASH AND ELECTRONIC TRANSFERS ("wired funds") are available for SAME DAY disbursement.

(ii) CASHIER'S CHECKS AND CERTIFIED CHECKS are available for disbursement THE NEXT BUSINESS DAY;

In order to avoid unnecessary delays of two to seven days, or more, please use wire transfers, cashier's checks or certified checks whenever possible.

5. License of Escrow Holder

Escrow Holder is licensed by the California Department of Insurance to act as an underwritten title company, or if Escrow Holder's name includes the word "Insurance", Escrow Holder has a Certificate of Authority issued by the California Department of Insurance to transact the business of title insurance.

6. Prorations

All adjustments and prorations called for in this escrow shall be made on the basis of a thirty (30) day month, unless otherwise instructed in writing.

7. Sufficiency, Validity, Authority, etc. of Documents
Escrow Holder shall not be responsible or have any liability with respect to the sufficiency or correctness as to form, manner of execution, or validity of any document deposited in this escrow, nor as to the identity, authority or rights of any person executing the same. Escrow Holder’s duties hereunder shall be limited to the proper handling and disbursement of funds deposited in this escrow and the proper safekeeping and delivery of such documents received by Escrow Holder, in accordance with the written instructions given to Escrow Holder in this escrow in which all parties have concurred.

8. Conveyance and Vesting
Escrow Holder is instructed to draw a Grant Deed, using any standard form, conveying title from Seller to Buyer, with Buyer's legal vesting. Buyer acknowledges that Escrow Holder cannot give advice as to vesting, and understands that the vesting designated may have significant legal and tax consequences. Buyer is advised to seek the advice of Buyer's own attorney and accountant with regard to vesting. Buyer shall furnish Escrow Holder with Buyer's vesting prior to the date of preparation of Buyer's loan documents or close of escrow (if Buyer is not obtaining financing). Escrow Holder is hereby authorized and instructed to complete and/or correct Buyer's vesting on the Grant Deed, even if it has already been executed and notarized. If Buyer is married and taking title alone, (1) Buyer shall furnish Escrow Holder with the name of Buyer's spouse, (2) Escrow Holder is authorized and instructed to prepare an Interspousal Transfer or Quitclaim Deed for Buyer's spouse's signature and (3) Escrow Holder is to record same at close of escrow, charging Buyer's account for the preparation and recording fees associated with this deed.

9. Copies of Escrow Instructions
Escrow Holder is authorized to furnish copies of these instructions, any supplements and/or amendments thereto, notices of cancellation and closing statements to any real estate brokers or agents representing any party to this escrow and to any lender whose loan will be paid through this escrow or will be used to fund this escrow.

10. Cancellation
In the event this escrow is canceled, the parties hereto agree to pay Escrow Holder its cancellation fee for work performed, and to pay all expenses incurred by Escrow Holder. If a demand to cancel this escrow is submitted to Escrow Holder or if there is no written communication from the parties for a period of six months, Escrow Holder shall notify the parties of its intention to cancel this escrow and return all documents and funds (less cancellation fees and costs) to the party depositing the same. If no written objection to such notice is given to Escrow Holder within fifteen (15) days of mailing such notice, Escrow Holder shall cancel this escrow and return all funds and/or documents then held by Escrow Holder to the party depositing the same.

11. Disputes
No notice, demand or change of instruction shall be of any effect in this escrow unless given in writing by all parties affected thereby. In the event a demand for funds and/or documents deposited with Escrow Holder in connection with this escrow is made and which is not concurred in by all parties hereto, Escrow Holder, notwithstanding which party made such demand, may elect to do any of the following:
(i) Take no further action in connection with this escrow and continue to hold such funds and/or documents until receipt of mutual concurring instructions from all parties to this escrow as to the disposition of such funds and/or documents;
(ii) Commence an action in interpleader and obtain an order from the court allowing Escrow Holder to deposit such funds and/or documents with the court, in which case Escrow Holder shall have no further liability or obligations with respect to this escrow; or
(iii) In the event that any party commences an action against any other party with respect to this escrow, deposit such funds and/or documents with the court, in which case Escrow Holder shall have no further liability or obligations with respect to this escrow.
In the event Escrow Holder interpleads any funds and/or documents with any court pursuant to either subparagraphs (ii) or (iii) above, Escrow Holder shall be entitled to reimbursement of its reasonable attorneys’ fees and expenses of litigation in connection with such action.

12. Arbitration
In the event of a claim or controversy between Escrow Holder and any party hereto involving an amount greater than $5,000.00 and arising out of this escrow, either Escrow Holder or such other party may demand arbitration pursuant to the Rules of the American Arbitration Association. The decision of the arbitrator shall be binding on all parties and judgment upon the award of the arbitrator may be entered in any court having jurisdiction thereof.

13. No Duty to Notify as to Other Transactions
Escrow Holder shall have no duty or responsibility to notify any party to this escrow of any sale, resale, loan, exchange or other transaction involving the property which is the subject of this escrow or any profit realized by any person or entity in connection therewith, notwithstanding that Escrow Holder may act as escrow holder for such transaction(s) in this or another escrow(s).

14. Failure to Close Timely
If the conditions for closing this escrow have not occurred at the time set forth herein for closing, Escrow Holder is nevertheless to continue to act hereunder and to close this escrow as soon thereafter as such conditions (except as to time) shall have been met, unless any party shall have made a written demand on Escrow Holder for cancellation of this escrow and/or for the return of any funds and/or documents deposited by such party.

15. Delivery of Documents and Funds
Escrow Holder will send documents to the parties in an appropriate manner, such as regular mail, facsimile or email, unless otherwise instructed. Delivery by Escrow Holder of documents to a party's real estate agent or broker shall constitute delivery to that party. Funds may be delivered by regular mail, overnight mail or wire, at the discretion of Escrow Holder, unless otherwise instructed by the party to whom the funds are delivered.

16. Retention of Records

After the closing or cancellation of this escrow , Escrow Holder shall retain the escrow file(s) pertaining to this escrow for a minimum of one year, after which time Escrow Holder is authorized to destroy or otherwise dispose of such files(s) without notice or liability to the parties hereto.

17. California Withholding

In accordance with Section 18662 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to 31/3 percent of the sales price in the case of a disposition of California real property interest by either:
1. A seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of the seller, OR
2. A corporate seller that has no permanent place of business in California.
The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars ($500).
However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:
1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars ($100,000), OR
2. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a corporation with a permanent place of business in California, OR
3. The seller, who is an individual, executes a written certificate, under the penalty of perjury, of any of the following:
A. That the California real property being conveyed is the seller’s principal residence (within the meaning of Section 121 of the Internal Revenue Code).
B. That the California real property being conveyed is or will be exchanged for property of like kind (within the meaning of Section 1031 of the Internal Revenue Code), but only to the extent of the amount of gain not required to be recognized for California income tax purposes under Section 1031 of the Internal Revenue Code.
C. That the California real property has been compulsorily or involuntarily converted (within the meaning of Section 1033 of the Internal Revenue Code) and that the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under Section 1033 of the Internal Revenue Code.
D. That the California real property transaction will result in a loss for California income tax purposes.
The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.
The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis for corporations or other entities.
Buyer understands that in no event will Escrow Holder undertake to advise Buyer and/or Buyer's representative on the possible application of the above code sections to this specific transaction. Unless expressly instructed by Seller and Buyer herein, Buyer understands that Escrow Holder will NOT assist in obtaining a waiver from withholding from the Franchise Tax Board.
Should Buyer and Seller herein direct Escrow Holder to undertake any activities pursuant to the withholding provisions under California law, Buyer and Seller agree to cooperate fully in providing necessary information to Escrow Holder. Buyer and Seller agree to indemnify and hold Escrow Holder harmless in the event of noncompliance resulting from information supplied by either Buyer and/or Seller. For additional information concerning the withholding provisions under the code sections referenced above, please contact the Franchise Tax Board-Withhold-at-Source Unit at (916) 845-4900, P.O. Box 651, Sacramento, CA 95812-0651.

18. Non-Resident Alien

The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person (non-resident alien) must withhold a tax equal to ten percent (10%) of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service within twenty (20) days after the transfer. Lawyers Title Company has not and will not participate in any determination of whether the FIRPTA tax provisions are applicable to the subject transaction, nor act as a Qualified Substitute nor furnish tax advice to any party to the transaction. Lawyers Title Company is not responsible for determining whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the Internal Revenue Service as they relate to FIRPTA. Lawyers Title Company is not the agent for the buyer for the purposes of receiving and analyzing any evidence or documentation that the Seller in the subject transaction is a U.S. citizen or resident alien. The buyer is advised they must independently make a determination of whether the contemplated transaction is taxable or non-taxable and the applicability of the withholding requirement to the subject transaction, and should seek the advice of their attorney or accountant. Lawyers Title Company is not responsible for the payment of this tax and/or and penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the Buyer. The Buyer is advised they bear full responsibility for compliance with the tax withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction.

19. Preliminary Change of Ownership

Prior to the close of escrow, Buyer may hand Escrow Holder a fully completed and executed "Preliminary Change of Ownership Report" (PCOR) pursuant to the requirements of California Revenue and Taxation Code Section 480.3. Buyer may elect not to complete and execute said form prior to the close of escrow. Should Buyer choose not to execute the PCOR or should the County Recorder’s office reject the PCOR for any reason, Buyer is aware that a $20.00 charge will be assessed by the County Recorder's office and Escrow Holder will charge the account of Buyer accordingly. In the event the PCOR has not been filed at the time the documents record OR the County Tax Assessors office determines that the form has not been properly completed, Buyer will be responsible for obtaining and completing a new PCOR and any additional documents that may be required by the Assessor's office. Failure to file a proper PCOR will result in additional penalties in accordance with Section 480 of the California Revenue and Taxation Code. Escrow Holder's sole duty shall be the delivery of the PCOR to the County Recorder at the time of recordation of transfer documents, if it is provided to Escrow Holder. Escrow Holder assumes no liability or responsibility regarding the proper completion of the PCOR.

20. Supplemental Taxes

Buyer is advised that the County Tax Assessor will revalue property that changes ownership or contains new construction, which may result in a supplemental assessment. The supplemental taxes will be assessed from the date of the change in ownership or completion of construction.

21. Fire/Hazard Insurance

Buyer shall obtain Fire/Hazard Insurance coverage if applicable, on the subject property prior to the close of escrow, as per requirements of the new lender. If Buyer has not paid policy premium prior to close of escrow, Escrow Holder is authorized and instructed to debit Buyer's account with the cost of the annual premium and pay such premium to the insurance agent and/or company, at the close of escrow, from funds deposited by Buyer. Escrow Holder is instructed to request that the insurance company deliver the original policy and copies, as required, to all necessary parties. In the event the property is covered by a blanket insurance policy, Buyer shall provide Escrow Holder with a Certificate of Insurance. FAILURE TO PROVIDE FIRE/HAZARD INSURANCE WILL DELAY THE CLOSE OF ESCROW. Escrow Holder has no obligation to obtain fire or other insurance in the absence of a written instruction to do so.

22. Fees and Charges; Messenger Fees

Escrow, title, and recording charges and other costs are to be charged to the principals' accounts in accordance with customary practices in this County, unless Escrow Holder is instructed to do otherwise in writing. The charges which the Company will make for sending documents and/or checks via next day messenger services (i.e. Federal Express, UPS, DHL, Airborne, Express Mail, etc.) are $15.00 per letter, for standard overnight service, and $25.00 for larger size packages and/or priority delivery services, both of which charges include a mark-up to cover the Company's expenses, overhead and profit for arranging the service. Special messenger fees will be charged at the actual cost of the messenger service, plus a mark-up to cover the Company's expenses, overhead and profit for arranging the service. There will be no additional charge for pick-up or delivery of packages via the Company's regularly scheduled messenger runs.

23. Fees Paid in Advance

Escrow Holder is hereby instructed to use Buyer's funds deposited into escrow to pay any statements submitted prior to close of escrow to pay such items as, but not limited to, charge by a homeowner's association management company for ordering documents, lender's charge for a payoff statement, city's charge for city reports, home warranty insurance policy, natural hazard report, termite report, charges for work completed pursuant to an agreement of the parties, etc. In the event escrow is cancelled and Buyer is entitled to a refund of deposited funds, the amount of any fees advanced shall be deducted from the funds returned to Buyer. Seller hereby agrees to immediately deposit into escrow the amount of fees advanced for which Seller is responsible, and Escrow Holder will immediately disburse the amount of such deposit to Buyer. Buyer hereby agrees to immediately return to Escrow Holder any documentation provided to Buyer that is associated with fees advanced by Escrow Holder. Buyer shall not be reimbursed for any fees associated with documents provided to Buyer which are not returned to Escrow Holder. Escrow Holder shall not be liable to Buyer for fees deducted from Buyer's deposit in the event Seller fails to deposit the amount of such fees into escrow.

24. Special Recording; Late Confirmation of Recording

Seller's proceeds may not be available, and encumbrances may not be paid off, until the first business day following the day of recording if 1) documents recorded at close of escrow are recorded later in the day than 8:00 a.m. (which is called a "special recording") or if 2) the County Recorder does not provide confirmation of recording within sufficient time to allow same-day disbursement of funds by wire or check.

25. IRS Form 1099 Requirements

If requested by Escrow Holder, Seller will furnish Escrow Holder with sufficient information to file form 1099, if required, with the Internal Revenue Service for the sale of the real property which is subject to this escrow.

26. Disclosure Reports

Escrow holder is not to be concerned with disclosures made by the parties to each other. In the event escrow holder receives any disclosure reports requiring signatures or approval by a party, escrow holder's only responsibility will be to forward the report to the appropriate party.

27. Loan Payoffs

When a mortgage, deed of trust or tax lien is to be paid off through escrow, Escrow holder is authorized to pay the payoff demand received from the creditor. Seller/borrower understands that a loan payoff may include a prepayment penalty and other charges.

ALL PARTIES TO THIS ESCROW ACKNOWLEDGE THAT LAWYERS TITLE COMPANY DOES NOT PROVIDE LEGAL ADVICE NOR HAS IT MADE ANY INVESTIGATION, REPRESENTATIONS OR ASSURANCES WHATSOEVER REGARDING THE LEGAL ASPECTS OR COMPLIANCE OF THIS TRANSACTION WITH ANY TAX, SECURITIES OR ANY OTHER STATE OR FEDERAL LAWS. IT IS RECOMMENDED THAT THE PARTIES OBTAIN INDEPENDENT LEGAL COUNSEL AS TO SUCH MATTERS.

ITEM: 7.I

Receive and File the Duarte Housing Successor Annual Report for Fiscal Year 2022-23

Recommended Action:
It is recommended that the City Council receive and file the Duarte Housing Successor Annual Report regarding the Low- and Moderate-Income Asset Fund pursuant to California Health and Safety Code Section 34176.1(f).

Attachments:
7I - Duarte Housing Successor Annual Report FY 22-23.pdf

Agenda Item:	7I
CM Review:	JC
Fiscal Review:	JP

City of Duarte

AGENDA REPORT

MEETING DATE:	December 12, 2023
TO:	Mayor and Members of the City Council
FROM:	Kristen Petersen, Assistant City Manager/Admin. Serv. Director
BY:	Angela Chiaromonte, Financial Services Manager
SUBJECT:	Receive and File Duarte Housing Successor Annual Report for Fiscal Year 2022-23
RECOMMENDATION:	It is recommended that the City Council receive and file the Duarte Housing Successor Annual Report regarding the Low- and Moderate-Income Asset Fund pursuant to California Health and Safety Code Section 34176.1 (f)
FISCAL IMPACT:	None

BACKGROUND

The Housing Successor Annual Report ("Report") is a State Requirement for Housing Successors to Redevelopment Agencies. This Report provides the governing body of the Duarte Housing Authority ("Housing Authority"), in its role as Housing Successor for the Duarte Redevelopment Agency ("Housing Successor"), a comprehensive representation of the Housing Successor's housing assets and activities. The Report is to be submitted to the California Department of Housing and Community Development ("HCD") every December 31st and posted on the City of Duarte's ("City") website.

The Report must provide the Housing Successor's Low- and Moderate-Income Housing Asset Fund's ("Housing Asset Fund") balance, deposits, expenditures, transfers, current projects, acquisitions, obligations, income test, senior housing test, and excess surplus test. The Housing Asset Fund replaced the former Agency's Low- and Moderate-Income Housing Fund.

DISCUSSION/ANALYSIS

The Report for Fiscal Year 2022-23 reflects the following findings:

- A total of $56,742 was deposited into the Housing Asset Fund; the revenues were generated from interest earnings.
- There were $8,495 in Housing Asset Fund Expenditures during FY 2022-23.
- A total of $4,100,079 in assets owned by the Housing Successor was reported, assets consist of cash and land held for resale.

decline in sales tax particularly in autos and transportation. Challenges included higher loan rates, labor disputes at major automakers and inventory issues. Spending generating sales taxes is expected to dip even more in fiscal year 2023-24, but the aging vehicle fleet and limited pandemic inventory provides some protection against substantial future tax revenue declines.

Please note that staff will be bringing the 2023/24 midyear budget before City Council in February 2024. We will discuss and analyze the fund balance more at that time, because the 2022/23 estimated fund balance was used when the City Council adopted the budget in June and now the actual ending fund balance will serve as a part of the 2023/24 mid-year analysis.

RECOMMENDATION

It is recommended that the City Council receive and file the Audited Financial Statements for Fiscal Year 2022/23.

FISCAL IMPACT

None.

ATTACHMENTS

Audited Financial Statements for Fiscal Year 2022/23

2022-23 Housing Successor Agency Annual Report

DUARTE HOUSING AUTHORITY

Housing Successor Agency to the Former Duarte Redevelopment Agency

December 31, 2023

Prepared for:

CITY OF DUARTE

Prepared by:

Harris & Associates

22 Executive Park, Suite 200
Irvine, California 92614
(949) 655-3900

Table of Contents

Section 1 Introduction

This Fiscal Year ("FY") 2022-23 Housing Successor Annual Report ("Report") has been prepared pursuant to the California Health and Safety Code ("HSC") Section 34176.1(f) and sets forth certain details of the Duarte Housing Authority ("Housing Authority" or "Housing Successor") as the Housing Successor of the Duarte Redevelopment Agency ("Agency"). The Duarte Housing Authority was activated by the City Council in March 2011 by Resolution 11-08 for the purpose of implementing the City of Duarte ("City") and former Agency's affordable housing efforts. The Housing Authority was designated as the Housing Successor in January 2012 by Resolution 12-04.

The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the HSC – In particular, Sections 34176 and 34176.1 ("Dissolution Law"). The Report is due to the California Department of Housing and Community Development ("HCD") by December 31st each year.

1.1 Reporting Requirements

Senate Bill ("SB") 341 (2013-14) established that all former redevelopment agency housing assets must be maintained in a separate fund called the Low- and Moderate-Income Housing Asset Fund ("Housing Asset Fund"). HSC Section 34176.1(f) contains a series of annual reporting requirements for housing successor agencies regarding Housing Asset Funds. These requirements are presented below:

- **Revenues and Expenditures**
    - Total amount deposited for the fiscal year.
    - Statement of balance at the close of the fiscal year.
    - Description of expenditures for the fiscal year, broken out as follows:
        - Rapid rehousing for homelessness prevention;
        - Administrative expenses;
        - Monitoring expenses (included as an administrative expense);
        - All other expenditures must be reported as spent for each income group as defined by SB 341.
    - Description of any transfers to another housing successor agency for a joint project.

- **Other Assets and Active Projects**
    - Description of any housing project(s) still funded through the Recognized Obligation Payment Schedule ("ROPS").
    - Update on property disposition or development for any property owned by the housing successor.
    - Other "portfolio" balances, including the statutory value of any real property transferred from the former Agency or purchased by the Housing Asset Fund, and the value of loans and grants receivable.

    - Inventory of homeownership units assisted by the former Agency or the Housing Authority, subject to covenants, restrictions, or an adopted program that protects the former Agency's investment of monies from the Low and Moderate-Income Housing Fund.

- **Obligations & Proportionality**
    - Description of any outstanding production obligations of the former Agency that are inherited by the Housing Authority.
    - Compliance with proportionality requirements (income group targets), which must be upheld on a five-year cycle.
    - Percentage of deed-restricted rental housing restricted to seniors and assisted by the entity assuming housing functions, the former Agency, or the county within the past ten years compared to the total number of units assisted by any of those three agencies.

SB 341 also mandates that housing successor agencies conduct an independent financial audit of the Housing Asset Fund within six months of the end of each fiscal year. This financial audit may be included in the independent financial audit of the host jurisdiction. The City's audited financials for FY 2022-23, available on the City's website, will be completed in December 2023, and include an audit of the Housing Asset Fund. This Report presents the activities of the Housing Successor for FY 2022-23.

1.2 Expenditure Requirements

The HSC provides the following guidelines for expenditures from the Housing Asset Fund:

1. Administrative costs, including housing monitoring, are capped at the greater of $200,000 adjusted annually for inflation or 5% of the statutory value of any land owned by the housing successor agency and of loans and grants receivable.

    a. ***In the Housing Authority's case, the greater of 5% of $896,753 or $254,000. For FY 2022-23, the administrative limit is $254,000.***

2. If the former Agency did not have outstanding housing production requirements, the housing successor agency is authorized to spend up to $250,000 per year on homeless prevention and rapid rehousing services to individuals and families who are homeless or would be homeless without this assistance.

    a. ***According to the FY 2009-14 Implementation Plan for the former Agency, no Section 33413(B) Inclusionary/Production Housing obligations were transferred to the Housing Successor. Therefore, the Housing Authority is allowed to make this expenditure if it chooses, and funding is available for such expenditures.***

3. Remaining allowable expenditures must be spent to improve housing options affordable to households in the following income groups:

a. Extremely low income (households earning 30% or less of the Area Median Income ("AMI")) – ***Minimum of 30% spent on housing options must be spent in this category.***
b. Very low-income (households earning 31% to 60% of the AMI) – ***No requirements.***
c. Low-income (households earning 61% to 80% of the AMI) – ***Maximum of 20% spent on housing options may be spent in this category.***
d. No funding may be spent on moderate-income households (earning 81% to 120% of the AMI), as was previously authorized by redevelopment law.

Failure to comply with the extremely low-income requirement in any five-year compliance period will result in the Housing Authority having to ensure that 50% of remaining funds be spent on extremely low-income rental units until in compliance. Exceeding the expenditure limit for lower-income households in any five-year reporting period will result in the Housing Authority not being able to expend any funds on that income category until in compliance.

Housing successor agencies must report expenditures by category each year, but compliance with expenditure limitations is reported at the end of each five-year compliance period. For instance, a housing successor agency could spend all of its funds in a single year on lower-income households, as long as it was 20% or less of the total expenditures during the five-year compliance period.

The first five-year compliance period ended on June 30, 2019 and the Housing Successor complied with all of the requirements. Currently, the Housing Successor is on its second five-year compliance period (July 1, 2019 through June 30, 2024) and will continue to ensure it complies with the expenditure requirements.

1.3 Assets Transferred to the Housing Successor Agency

The City prepared the required Housing Asset Transfer Form ("HAT") in 2012 that provided an inventory of all housing-related assets transferred from the former Agency to the Housing Authority following the dissolution of redevelopment. The HAT was approved by the California Department of Finance ("DOF) on August 1, 2013 and included:

- Real properties;
- Low-Mod Encumbrances; and
- Loans/Grants Receivables;

Section 2 Low- and Moderate-Income Housing Asset Fund

The Housing Asset Fund replaced the former Agency's Low- and Moderate-Income Housing Fund. It includes all assets transferred from the Agency to the Housing Authority via the HAT.

2.1 Housing Asset Fund Deposits and Ending Balance

As shown on Table 1 below, the Housing Authority deposited $56,742 into the Housing Asset Fund during FY 2022-23. Revenues were generated from interest earnings.

Table 1. Fiscal Year 2022-23 Housing Asset Fund Deposits

Revenue Source		Amount
Interest Earnings	$	56,742
Total	**$**	**56,742**

Source: City of Duarte, Fund 681 Trial Balance

As shown on Table 2 below, the Housing Asset Fund closed FY 2022-23 with $4.1 million in assets[1] - None of which is held to pay for enforceable obligations on the ROPS.

Table 2. Fiscal Year 2022-23 Housing Asset Fund Ending Balance

Balance Type [1]		Amount
Cash	$	3,218,326
Land Held for Resale		881,753
Total	**$**	**4,100,079**

[1] Excludes balance of Silent Second loans receivable, as it is not a part of the audited financials Asset Balance.

Source: City of Duarte, Fund 681 Trial Balance

[1] Excludes the balance of Silent Second loans receivable, as it is not part of the audited financial Asset Balance. The balance of the loans receivable was recorded as an allowance for doubtful accounts, as they are all forgivable and it is unknown if they will be paid.

2.2 Expenditure Limitations

Table 3 summarizes Housing Asset fund expenditures on administrative costs and homeless prevention in FY 2022-23, and affordable housing activities by income level from July 1, 2019 through June 30, 2024.

Table 3. Fiscal Year 2022-23 Housing Asset Fund Expenditures

	Annual Limits 2022-23		Five-Year Limits July 1, 2019 - June 30, 2024		
	Admin/ Monitoring	*Rapid Rehousing*	*Ext. Low <30% AMI*	*Very Low 31-60% AMI*	*Low 61-80% AMI*
FY 2019-20	$0	$0	$0	$0	$0
FY 2020-21	$0	$0	$0	$0	$0
FY 2021-22	$8,578	$0	$0	$0	$0
FY 2022-23	$8,495	$0	$0	$0	$0
FY 2023-24					
Total Expenditures	**$0**	**$0**	**$0**	**$0**	**$0**
SB 341 Limitation	*$254,000*	*$250,000*	*>30%*	*N/A*	*<20%*
Compliant (Yes/No)	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**

Source: City of Duarte, Fund 681 Trial Balance

There were $8,495 in Housing Asset Fund expenditures during FY 2022-23. The Housing Authority expenditures meet proportionality requirements for the July 1, 2019 through June 30, 2024 five-year period.

2.3 Statutory Value of Real Properties and Loan Receivables

The Housing Authority inherited 7 properties, 1 loan, and 1 low-mod encumbrance from the former Agency when it dissolved on February 1, 2012. Table 4 below shows the total value of real properties and loans receivable. The Housing Asset Transfer Form in Appendix A shows more detailed information about each property and loan receivable.

Table 4. Fiscal Year 2022-23 Real Properties & Receivables

Asset		Amount
Real Properties		
2400 Huntington Drive (Royal Mkt. Liquor)	$	875,687
Parking Lot Area (Rite-Aid)		6,065
Subtotal	**$**	**881,753**
Loan Receivables		
Silent Second Notes Receivable (1 loan)		15,000
Subtotal	**$**	**15,000**
Total	**$**	**896,753**

Source: City of Duarte, Duarte Housing Asset Transfer Form

The total statutory value of real properties is $881,753 and outstanding loan receivables[2] total is $15,000, for a combined value of $896,753.

[2] The City of Duarte also has a $1,200,000 loan that does not affect their balance. This agreement was established on December 4, 2013 between the City, Southern California Presbyterian Homes (SCP), and Andres Duarte Terrace II, L.P. for the development of 43 units of senior affordable housing. The loan was established to be repaid in 57 years, or 2070.

Section 3 Property Development & Disposition

HSC Section 33334.16 requires that all real properties acquired by the Agency prior to February 1, 2012 and transferred to the Housing Authority be developed for affordable housing purposes or disposed of within five years from the date DOF approved the HAT, or August 1, 2018. However, the law allows for a five-year extension via adoption of a resolution - The Housing Authority adopted a resolution allowing for a five-year extension. With the extension, the Housing Authority would have to sell or develop the remaining properties by August 1, 2023.

Of the 7 real properties transferred from the Agency to the Housing Authority (pursuant to the HAT), 2 have been sold and developed into affordable housing, 3 were sold and are in the process of being developed, and 2 are in the process of being sold. The properties are described below.

- **1660 & 1700 Huntington Drive**

  Both properties were sold in 2013 to Southern California Presbyterian Homes ("SCPH"), an experienced non-profit housing developer that has been providing housing and healthcare services to seniors for over 50 years. The property was developed as the Andres Duarte Terrace II, a 42-unit affordable senior housing development for very low-income seniors.

- **2400 Huntington Drive**

  This 20,345-square-foot property was acquired with the intent of assembling a group of properties to the east for a comprehensive residential development between the Elks Club and Las Brisas homes. The site was recently included in the 2021-2029 Housing Element as part of a new Affordable Housing Overlay (AHO) zone and will provide an incentive for higher densities for affordable housing. According to the Housing Element, the AHO will be complete by 2023, indicating that the property may not develop by August 1, 2023. Pursuant to HSC Section 33334.16, because the property was not developed by August 1, 2023, the property was made available for sale. On November 28, the City issued a request for proposals (RFP) soliciting affordable housing developers to submit proposals for the development of the City-owned property at 2400 Huntington Drive. The RFP schedule calls for having a developer selected and an exclusive negotiation agreement (ENA) signed by Late March 2024. Once the property is sold, the money shall be deposited into the Housing Successor's Low- and Moderate-Income Housing Fund.

- **1305, 1423, & 1437 Huntington Drive & Rite Aid Parking Lot Area**

  These four properties were acquired over time with the goal of creating a larger mixed-use town center area. The Successor Agency to the former Agency also owns a property in this area (1415 Huntington) and maintains the same goal. The general idea is to develop the eastern portion of the site with approximately 100-140 residential units (35-50 units/acre) and redevelop the existing commercial center by removing some buildings and façade enhancement of others and focusing on tying the entire project together. 1423 and 1437 Huntington Drive were sold on

October 15, 2018, and the proceeds of the sale were transferred to the Housing Asset Fund. 1305 Huntington Drive was sold in 2017, but the journal entry was completed, and the proceeds transferred to the Housing Asset Fund in April of 2020. The Rite Aid Parking Lot Area remains to be sold. Pursuant to HSC Section 33334.16, if the development of the property has not begun by August 1, 2023, the property will be made available for sale and the money shall be deposited into the Housing Successor's Low- and Moderate-Income Housing Fund.

Section 4 Outstanding Inclusionary & Replacement Housing

According to the FY 2009-2014 Implementation Plan for the former Agency, no Section 33413(b) replacement or inclusionary/production housing obligations were transferred to the Housing Successor. Therefore, there are no outstanding inclusionary or replacement housing obligations of the former Agency to be fulfilled by the Housing Authority.

Section 5 Senior Housing Expenditure Proportionality

This Report must include an accounting of deed-restricted senior rental units that were produced over the last 10 years. The Housing Authority may use Housing Asset Funds to assist no more than 50% of the aggregate total number of senior housing units produced by either the Housing Authority or former Agency during the past 10 years. Exceeding this limitation will prohibit the use of Housing Asset Funds to subsidize any senior rental units in the future.

As shown in Table 5 below, the Housing Authority and former Agency assisted 1 property in the last ten years where 100% of the units are restricted to seniors. The Housing Authority may not spend any additional funds to subsidize senior rental units in the future until it can ensure that no more than 50% of the total aggregate number of rental units at all affordability levels produced within the preceding 10 years are restricted to seniors. The Housing Authority would have to subsidize at least 42 non-senior, affordable units to meet the required limitations to have the ability to subsidize additional senior units in the future. When the Housing Authority is back in compliance, it will need to consider these proportionality requirements and subsidize units in a way that keeps the proportions in compliance.

Table 5. Deed-Restricted Rental Units Assisted Since Fiscal Year 2012-13

Property Address	# Restricted Units	# Senior Restricted Units	Acquired/ Assisted	Covenant Expires
1700 Huntington Dr.	42	42	2015	2060
Total	**42**	**42**		
% Senior Units		**100%**		

Source: City of Duarte

Section 6 Excess Surplus

Excess surplus calculations were once performed by redevelopment agencies on an annual basis and are intended to ensure that funds are expended to benefit low-income households in an expeditious manner - funds should be encumbered within four years of receipt. SB 341 reinstates this calculation for housing successor agencies. HSC Section 34176.1(d) defines excess surplus as “an unencumbered amount in the account that exceeds the greater of one million dollars, or the aggregate amount deposited into the account during the housing successor agency’s preceding four fiscal years, whichever is greater.”

As shown in Table 6 below, the Housing Asset Fund has an excess surplus of $933,829 in the Housing Asset Fund for FY 2022-23. The Housing Authority must encumber any excess surplus amount within three fiscal years, or the funds must be transferred to HCD for its Multifamily Housing Program or Joe Serna Jr. Farmworkers Housing Grant Program. In accordance with state legislation, it is imperative for the Housing Authority to allocate the surplus of $862,897 generated during FY 2019-20 by FY 2022-23. On November 28, the City issued an RFP soliciting affordable housing developers to submit proposals for the development of the City-owned property at 2400 Huntington Drive. The RFP schedule calls for having a developer selected and an ENA signed by Late March 2024. In addition to the City-owned property, the City has set aside $900,000 as an additional subsidy. The City is also working with the San Gabriel Valley Regional Housing Trust (SGVRHT) on this project. The SGVRHT has agreed to make an additional $2,000,000 in affordable housing subsidy available for this development. The 2021-2029 Housing Element identified the 2400 Huntington site in its Residential Sites Inventory (Site 8).

Table 6. Excess Surplus Projections

FY	Deposits	Unencumbered Cash Balance[1]	Greater of 4 Yrs of Deposits or $1M[2]	Projected Excess Surplus[3]
FY 2017-18	-	933,829	1,000,000	-
FY 2018-19	1,895,539	933,829	1,000,000	-
FY 2019-20	332,713	2,829,368	1,966,471	862,897
FY 2020-21	11,221	3,162,081	2,299,184	862,897
FY 2021-22	5,355	3,173,302	2,239,473	933,829
FY 2022-23	56,742	3,178,657	2,244,828	933,829

[1] Represents the ending balance of the prior fiscal year or the beginning balance of the current fiscal year.

[2] Excess surplus is an unencumbered amount that exceeds the greater of $1 million or the aggregate amount deposited during the preceding four years. Assumes the first year of Housing Asset Fund deposits is FY 2012-13, when redevelopment agencies dissolved effective 2/1/2012.

[3] Projected excess surplus based on most current interpretation of the excess surplus calculation methodology. The Agency must encumber any excess surplus amount within three fiscal years, or the funds must be transferred to HCD for its Multifamily Housing Program or Joe Serna, Jr. Farmworker Housing Grant Program. Projected excess surplus is subject to change, as deposits for past reports are to be reviewed.

Source: City of Duarte, Fund 681 Trial Balance

Section 7 Inventory of Homeownership Units

AB 1793 requires this Report to include an inventory of homeownership units assisted by the former Agency or the Housing Successor Agency that are subject to covenants or restrictions or to an adopted program that protects the former Agency's investment of moneys from the Low- and Moderate-Income Housing Fund. As shown in Table 7 below, there are 5 homeownership properties assisted by the former Agency that are still subject to homeownership affordability covenants. It is important to note that all but one unit will have affordability covenants that expire by 2024.

Table 7. Homeownership Units Assisted by Former RDA

Address	Assisted Units	Covenant Recorded	Covenant Expires
1517 Las Posadas Drive	**1**	**12/16/1997**	**12/16/2022**
1236 Carmel Court	1	5/1/2000	5/1/2025
1237 Carmel Court	**1**	**9/19/1997**	**9/19/2022**
1220 Laguna Court	**1**	**4/10/1998**	**4/10/2023**
1246 Cotter Avenue	**1**	**6/2/1998**	**6/2/2023**
Total	**5**		

Note: Bolded rows include covenants that expired during the current fiscal year.

Source: City of Duarte

Section 8 Deposits from City to Agency Loan Repayments

HSC Section 34191.4(b)(3)(C) requires that 20% of any loan repayment made from a redevelopment successor agency to a city, for a loan that a city made to a former redevelopment agency, be deducted from the loan repayment amount and transferred to the Housing Asset Fund.

The Housing Authority does not have any loans made from the former Agency to the City or Housing Authority that require a 20% set aside. However, the Housing Asset Fund was receiving payments for a Supplemental Education Revenue Augmentation Fund ("SERAF"). The SERAF loan was repaid and is no longer receivable.

APPENDIX A – Housing Asset Transfer Form

[Intentionally Left Blank]

DEPARTMENT OF FINANCE
HOUSING ASSETS LIST
ASSEMBLY BILL X1 26 AND ASSEMBLY BILL 1484
(Health and Safety Code Section 34176)

Former Redevelopment Agency: Duarte Redevelopment Agency

Successor Agency to the Former Redevelopment Agency: City of Duarte

Entity Assuming the Housing Functions of the former Redevelopment Agency: Duarte Housing Authority

Entity Assuming the Housing Functions Contact Name: Kristen Petersen Title Assistant City Manager Phone 626/357-7931 x212 E-Mail Address petersenk@accessduarte.com

Entity Assuming the Housing Functions Contact Name: ______ Title ______ Phone ______ E-Mail Address ______

All assets transferred to the entity assuming the housing functions between February 1, 2012 and the date the exhibits were created are included in this housing assets list.
The following Exhibits noted with an X in the box are included as part of this inventory of housing assets:

Exhibit A - Real Property	X
Exhibit B- Personal Property	
Exhibit C - Low-Mod Encumbrances	X
Exhibit D - Loans/Grants Receivables	X
Exhibit E - Rents/Operations	
Exhibit F- Rents	
Exhibit G - Deferrals	

Prepared By: **Roger A. Cathey**

Date Prepared: **7/26/2012**

Exhibit A - Real Property

City of Duarte
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	on or acquisition costs funded with other RDA funds	on or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
1		**Former Affordable Housing Fund**											
2	Land	1660 Huntington Drive (VFW Hall) APN 8530023913 Legal Desc. TR=13185 LOT 29 , null	522,742	6,980	6,980	no	Note 1	2/1/2012	522,742	$0	$0	5/14/2003	yes
3	Land	2400-2404 Huntington Drive (Royal Mkt Liquor)APN 8604012910, 8604012911 Legal Desc. TR=13436 LOT 13, Null: TR=13436 LOT 14, Null;	875,687	20,000	20,000	no	Note 1	2/1/2012	875,687	$0	$0	12/19/2003	yes
4	Land	1305 Huntington Drive (Western Dental) APN 8530004903 Legal Desc. PM 96-80-81 LOT 2	707,210	18,030	18,030	no	Note 1	2/1/2012	707,210	$0	$0	4/2/2009	yes
5	Land	Parking Lot Area - Rite Aid (Dunn Property)APN 8530-004-902 Legal Desc. PM 37-43 FOR DESC SEE ASSESSOR'S MAPS, POR OF LOT 1	6,065	254	254	no	Note 1	2/1/2012	6,065	$0	$0	1/18/2006	yes
6	Land	30 T1N R10W	218,055	9,890	9,890	no	Note 1	2/1/2012	218,055	$0	$0	4/3/2003	yes
7		**Housing Authority Fund**											
8	Land	T1N R10W	624,979	26,136	26,136	no	Note 1	2/1/2012	624,979	$0	$0	4/8/1999	yes
9	Land	30 T1N R10W	646,555	29,621	29,621	no	Note 1	2/1/2012	646,555	$0	$0	1/12/2001	yes
10	Land	LOT 63 TR NO 29062	1,388,040	26,136	26,136	no	Note 1	2/1/2012	1,388,040	$0	-	10/5/2011	yes
11													
12													

Note: To the extent that DOF may determine any asset listed in this Exhibit A should be listed on another Exhibit, the Duarte Housing Successor Entity hereby incorporates those assets into that Exhibit.

a/ Asset types may include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

b/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Note 1 - Authorized by Health and Safety Code section 33334.2, 33334.3 and other appliccble housing-related provisions fo the California Redevelopment Law and Hosuing Authority Law.

Exhibit B - Personal Property

City of Duarte

Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of Asset a/	Description	Carrying Value of Asset	Date of transfer to Housing Successor Agency	Acquisition cost funded with Low-Mod Housing Fund monies	Acquisition costs funded with other RDA funds	Acquisition costs funded with non-RDA funds	Date of acquisition by the former RDA
1	None							
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

Note: To the extent that DOF may determine any asset listed in this Exhibit B should be listed on another Exhibit, the Duarte Housing Successor Entity hereby incorporates those assets into that Exhibit.

a/ Asset types any personal property provided in residences, including furniture and appliances, all housing-related files and loan documents, office supplies, software licenses, and mapping programs, that were acquired for low and moderate income housing purposes, either by purchase or through a loan, in whole or in part, with any source of funds.

City of Duarte
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of housing built or acquired with enforceably obligated funds a/	Date contract for Enforceable Obligation was executed	Contractual counterparty	Total amount currently owed for the Enforceable Obligation	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Current owner of the property	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition of the property
1	43 units of Senior Affordable Housing	7/27/2010	Southern California Presbyterian Homes	$1,200,000	yes, pursuant to OA/DDA	Note 1	Former RDA, SA	$1,200,000		$8,000,000	4/3/2003, 5/14/2003
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											

Note: To the extent that DOF may determine any asset listed in this Exhibit C should be listed on another Exhibit, the Duarte Housing Successor Entity hereby incorporates those assets into that Exhibit.

a/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

b/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit D - Loans/Grants Receivables

City of Duarte
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan	Interest rate of loan	Current outstanding loan balance
1	yes	12,000	03/07/96	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	12,000
2	yes	12,500	04/11/96	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	12,500
3	yes	12,000	02/28/96	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	12,000
4	yes	11,000	05/07/96	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	11,000
5	yes	10,000	02/02/96	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	10,000
6	yes	13,000	02/08/96	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	13,000
7	yes	7,500	12/26/95	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	7,500
8	yes	10,000	02/29/96	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	10,000
9	yes	15,000	12/18/95	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
10	yes	15,000	12/04/95	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
11	yes	15,000	12/22/95	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
12	yes	15,000	05/01/00	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
13	yes	15,000	12/22/95	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
14	yes	15,000	04/09/99	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
15	yes	15,000	02/27/96	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
16	yes	12,500	03/07/96	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	12,500
17	yes	15,000	12/16/97	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
18	yes	15,000	04/18/97	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
19	yes	15,000	04/15/97	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
20	yes	15,000	04/26/97	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
21	yes	15,000	06/10/97	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
22	yes	15,000	04/25/97	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
23	yes	15,000	05/16/97	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
24	yes	15,000	05/23/97	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
25	yes	15,000	09/19/97	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
26	yes	15,000	04/10/98	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
27	yes	15,000	06/02/98	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000

Note 1 - interest, if any, is calculated based on sale price of property and other factors, if the property is sold before date of forgiveness.

Note 2 - To the extent that DOF may determine any asset listed in this Exhibit D should be listed on another Exhibit, the Duarte Housing Successor Entity hereby incorporates those assets into that Exhibit.

Exhibit E - Rents/Operations

City of Duarte
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of payment a/	Type of property with which they payments are associated b/	Property owner	Entity that collects the payments	Entity to which the collected payments are ultimately remitted	Purpose for which the payments are used	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant c/	Item # from Exhibit A the rent/operation is associated with (if applicable)
1	None								
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									

Note: To the extent that DOF may determine any asset listed in this Exhibit E should be listed on another Exhibit, the Duarte Housing Successor Entity hereby incorporates those assets into that Exhibit.

a/ May include revenues from rents, operation of properties, residual receipt payments from developers, conditional grant repayments, costs savings and proceeds from refinancing, and principal and interest payments from homebuyers subject to enforceable income limits.

b/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

c/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit F - Rents

City of Duarte
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of payment a/	Type of property with which the payments are associated b/	Property owner	Entity that collects the payments	Entity to which the collected payments are ultimately remitted	Purpose for which the payments are used	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant c/	Item # from Exhibit A the rent is associated with (if applicable)
1	None								
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									

Note: To the extent that DOF may determine any asset listed in this Exhibit F should be listed on another Exhibit, the Duarte Housing Successor Entity hereby incorporates those assets into that Exhibit.

a/ May include rents or home loan payments.

b/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

c/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit G - Deferrals

City of Duarte
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Purpose for which funds were deferred	Fiscal year in which funds were deferred	Amount deferred	Interest rate at which funds were to be repaid	Current amount owed	Date upon which funds were to be repaid
1	None					
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

Note: To the extent that DOF may determine any asset listed in this Exhibit G should be listed on another Exhibit, the Duarte Housing Successor Entity hereby incorporates those assets into that Exhibit.

ITEM: 9.A

Consideration to approve the City of Duarte's Community Development Block Grant (CDBG) Program - Proposed Program for Fiscal Year (FY) 2024-2025 (July 1, 2024 - June 30, 2025)

Recommended Action:

It is recommended that the City Council 1) conduct a public hearing and receive public testimony, 2) allocate approximately $131,200 in FY 2024-2025 CDBG funds to implement a new FY 2024-2025 CDBG Project, Installation of ADA compliant curb ramps, 3) authorize the City Manager, or designee, to execute all necessary contract documents in a form approved by the City Attorney, and 4) authorize the staff the ability to make adjustments due to changes in CDBG funding allocations and/or as needed due to programmatic interpretations by the Los Angeles County Development Authority (LACDA).

Attachments:
9A - CDBG Program FY24-25.pdf

Agenda Item:	9A
CM Review:	BCV
Fiscal Review:	JP

City of Duarte

AGENDA REPORT

MEETING DATE:	December 12, 2023
TO:	Mayor and Members of the City Council
FROM:	Craig Hensley, Community Development Director
BY:	Tina Gall, LDM Associates, Inc., Community Development Block Grant Consultant
SUBJECT:	Community Development Block Grant (CDBG) Program - Consideration to approve the City of Duarte's CDBG Proposed Program for Fiscal Year (FY) 2024-2025 (July 1, 2024 – June 30, 2025).
RECOMMENDATION:	Staff recommends that the City Council: 1. Conduct a Public Hearing and receive public testimony; 2. Allocate approximately $131,200 in FY 2024-2025 CDBG funds to implement a new FY 2024-2025 CDBG Project, Installation of Americans with Disabilities Act-Compliant (ADA) Curb Ramps; 3. Authorize the City Manager, or designee, to execute all necessary contract documents in a form approved by the City Attorney; and, 4. Authorize staff the ability to make adjustments due to changes in CDBG funding allocations and/or as needed due to programmatic interpretations by the Los Angeles County Development Authority (LACDA).
FISCAL IMPACT:	Allocation of $131,200 in FY 2024-2025 CDBG Funds

BACKGROUND

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

The Los Angeles County Development Authority (LACDA) requires participating cities to submit the proposed use of their annual CDBG allocation by February 1, 2024, including general project descriptions, budgets, and documentation of Council action and proof of public meeting notification. For purposes of budgeting, the estimated Fiscal Year (FY) 2024-2025 CDBG allocation will be approximately $131,200. The City's final CDBG allocation will be announced by LACDA in spring 2024, and may vary within two to five percent, depending upon final federal budget appropriations.

DISCUSSION/ANALYSIS

Proposed 2024-2025 Duarte CDBG Project - Americans with Disabilities Act-Compliant (ADA) Curb Ramps

It is recommended that the City use $131,200 in FY 2024-2025 CDBG funds to initiate a new CDBG project, entitled, "Duarte Americans with Disabilities Act-Compliant (ADA) Curb Ramps". Approximately 10-15 ADA-Compliant Curb Ramps are expected to be installed throughout the City.

Table 1 - Proposed Duarte ADA-Compliant Curb Ramps CDBG Project and Budget	
2024-2025 CDBG Funds	**$131,200**
***Total CDBG Program Funding**	**$131,200**
***Note:** Staff requests that the City Council's recommendation include language giving staff the ability to make adjustments to projects, due to programmatic interpretations by LACDA and final funding allocations.	

A portion of the total CDBG Project budget will be used for CDBG Administration and federal labor standard compliance services. The City will continue to use LDM Associates, Inc., a qualified consulting firm, to provide professional CDBG Program Administration and federal labor standards compliance services to ensure that federal CDBG Program requirements are met.

RECOMMENDATION

Staff recommends that the City Council:

1. Allocate $131,200 in 2024-2025 CDBG funds to implement a new CDBG Project, entitled, "Installation of Americans with Disabilities Act-Compliant (ADA) Curb Ramps";
2. Authorize the City Manager, or designee, to execute all necessary contract documents in a form approved by the City Attorney; and,
3. Authorize staff the ability to make adjustments due to changes in CDBG funding allocations and/or as needed due to programmatic interpretations by the Los Angeles County Development Authority (LACDA).

FISCAL IMPACT

Allocation of $131,200 in 2024-2025 CDBG Funds.

ITEM: 10.A

Receive and File the Audited Financial Statements for Fiscal Year 2022-23

Recommended Action:
It is recommended that the City Council receive and file the audited financial statements for Fiscal Year 2022-23.

Attachments:
10A - Audited Financial Statements FY22-23.pdf

Agenda Item: 10A
CM Review: BCV
Fiscal Review: KP

City of Duarte

AGENDA REPORT

MEETING DATE:	December 12, 2023
TO:	Mayor and Members of the City Council
FROM:	Angela Chiaromonte, Financial Services Manager
SUBJECT:	Audited Financial Statements for Fiscal Year 2022/23
RECOMMENDATION:	It is recommended that the City Council receive and file the Audited Financial Statements for Fiscal Year 2022/23
FISCAL IMPACT:	None

BACKGROUND

After the end of each fiscal year, an independent accounting firm is used to conduct a financial audit of the City of Duarte, the Housing Authority and the Successor Agency of the former Redevelopment Agency (dissolved April 2022). Moss Levy and Hartzheim conducted our independent audit for fiscal year 2022/23.

DISCUSSION/ANALYSIS

Copies of the City financial statements for the fiscal year ended June 30, 2023, are attached. The auditor found them to be prepared in accordance with generally accepted accounting principles and to fairly present the financial position of the City. We had one deficiency related to the recognition of lease receivables. The auditor recommended that the City formalize a policy over lease receivable recognition to ensure they are consistently recorded in accordance with GAAP.

The original 2022/23 General Fund budget was adopted in June 2022 with a projected surplus of $1,258,600. At the mid-year review in February 2023, we projected that fiscal year 2022/23 would end with a surplus of $2.4 million. Since that time, property tax revenue and transient occupancy tax revenue came in higher than expected, construction-related revenues related to new construction at the Solana came in sooner than expected and several capital projects were delayed. With these changes, the City's General Fund actually ended the fiscal year with a surplus of $3.1 million, which translates into $21.7 million in unrestricted cash, $4.9 million for special projects assigned by the City Council, $2 million restricted specifically for improvements in the Town Center Specific Plan area, $240,000 for public art, $159,000 for pension costs, $94,000 for storm drain improvements, and $59,000 for vehicle replacement.

Steady household spending, despite historically low unemployment has shielded the economy from recession, a unique situation even as inflation exceeded Federal Reserve targets and interest rates on loans and credit cards rose. After two years in a row of double-digit gains, we saw a decline in sales tax particularly in autos and transportation. Challenges included higher loan rates, labor disputes at major automakers and inventory issues. Spending generating sales taxes is expected to dip even more in fiscal year 2023-24, but the aging vehicle fleet and limited pandemic inventory provides some protection against substantial future tax revenue declines.

Please note that staff will be bringing the 2023/24 midyear budget before City Council in February 2024. We will discuss and analyze the fund balance more at that time, because the 2022/23 estimated fund balance was used when the City Council adopted the budget in June and now the actual ending fund balance will serve as a part of the 2023/24 mid-year analysis.

RECOMMENDATION

It is recommended that the City Council receive and file the Audited Financial Statements for Fiscal Year 2022/23.

FISCAL IMPACT

None.

ATTACHMENTS

Audited Financial Statements for Fiscal Year 2022/23

CITY OF DUARTE, CALIFORNIA

FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2023

Prepared by:

Finance Department

CITY OF DUARTE
For the Fiscal Year Ended June 30, 2023

Table of Contents

Table of Contents

Page(s)

MOSS, LEVY & HARTZHEIM LLP
CERTIFIED PUBLIC ACCOUNTANTS

PARTNERS
CRAIG A HARTZHEIM, CPA
HADLEY Y HUI, CPA
ALEXANDER C HOM, CPA
ADAM V GUISE, CPA
TRAVIS J HOLE, CPA
WILSON LAM, CPA

COMMERCIAL ACCOUNTING & TAX SERVICES
8383 WILSHIRE BLVD., SUITE 800
BEVERLY HILLS, CA 90211
TEL: 310.670.2745
FAX: 310.670.1689
www.mlhcpas.com

GOVERNMENTAL AUDIT SERVICES
5800 E. HANNUM, SUITE E
CULVER CITY, CA 90230
TEL: 310.670.2745
FAX: 310.670.1689
www.mlhcpas.com

INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and City Council
City of Duarte, California

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Duarte, California (City), as of and for the fiscal year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion the financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2023, and the respective changes in financial position for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt whether the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

OFFICES: BEVERLY HILLS · CULVER CITY · SANTA MARIA

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and government auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the budgetary comparison information for the General fund, the Schedule of Proportionate Share of the Net Pension Liability, the Schedule of Pension Contributions, the Schedule of Changes in Net OPEB Liability and Related Ratios, and the Schedule of OPEB Contributions on pages 4 through 8 and 53 through 58, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual nonmajor fund financial statements and schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual non-major fund financial statements and schedules are fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 20, 2023, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Moss, Levy & Hartzheim, LLP
Culver City, California
November 20, 2023

This discussion and analysis is intended to provide readers with a narrative overview of the City of Duarte's (City's) financial activities for the fiscal year ended June 30, 2023. This information should be considered in conjunction with the accompanying financial statements and the notes to those statements.

Financial Highlights

- At the close of the fiscal year, the City's assets exceeded its liabilities by $85,602,828 (net position). A significant part of assets is the estimated value of cash and investments and infrastructure, which has been capitalized in accordance with the requirements of GASB 34.
- During the fiscal year, City program revenues exceeded expenses and the City's net position reflects an increase of $10,758,136.
- The City's governmental funds had ending fund balances of $46,102,780 which is an increase of $4,588,867 over the prior year fund balance of $41,513,913.
- This fiscal year, the City's General Fund experienced a net change in Fund Balance of $3,886,786. This was primarily due to the increase in revenues such as property taxes, motor vehicle license fees and transient occupancy taxes related to the new City of Hope hotel. There were also reduced expenses due to delayed projects.
- The City's debt increased by $334,149 during the fiscal year to $4,250,604 due to the leases and subscriptions that were added to Long Term Liabilities reporting due to the implementation of GASB 87 and GASB 96, thus increasing the total amount. See Note #8 for further details.
- At June 30, 2023, the City reported a net pension liability of $17,488,020 and related deferred outflows of $7,049,101 and deferred inflows of $235,214. See Note #11 for further details.
- At June 30, 2023, the City reported an OPEB liability of $4,342,659 and related deferred outflows of $2,346,251 and deferred inflows of $3,924,804. See Note #12 for further details.

Overview of the Basic Financial Statements

The City's basic financial statements consist of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the basic financial statements. In addition, required supplementary information is provided relating to the City's budgets for major funds.

Government-wide Financial Statements

The government-wide financial statements are found on pages 9 and 10 of this report. They are designed to give readers an overview of the City's financial position. These statements include all of the City's assets and liabilities, using the full accrual basis of accounting, which is similar to accounting methods used by most private sector companies. All of a fiscal year's revenues and expenses are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. As a result, assets, liabilities, and expenses are reported in these statements for some transactions that will result in cash flow in future fiscal periods.

The "Statement of Net Position" presents all of the City's assets and liabilities, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator for determining whether the financial position of the City is improving or deteriorating.

The “Statement of Activities” presents information showing the City’s revenues and expenses for the fiscal year. Functional activities are identified in this statement; whereby direct and indirect functional costs are shown net of related program revenue. This statement shows the extent to which the various functions depend on general taxes and non-program revenues for support.

The government-wide financial statements encompass the activities of four different legal entities: the City of Duarte, the Duarte Housing Authority, the Duarte Community Facilities Financing Authority and the Duarte Public Financing Authority. This is in keeping with generally accepted accounting principles, as the City’s elected officials have a continuing oversight responsibility for all four entities.

The City of Duarte provides an array of services to the public similar to those of other municipal governments. These include police protection, parks and recreation, planning and development, public works, code enforcement, animal control, transit services, and refuse collection. The Housing Authority is responsible for promoting the development of low and moderate-income housing. The function of both Financing Authorities is to facilitate the issuance of debt by both the City and the Housing Authority.

Fund Financial Statements

The fund financial statements can be found on pages 11 and 13 of this report. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Fund accounting is used to demonstrate compliance with finance related legal requirements. All of the funds of the City of Duarte can be divided into two categories: governmental funds and fiduciary funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as “governmental activities” in the government-wide financial statements. Unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on the balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the City’s near-term financing requirements.

The City maintains twenty-one individual governmental funds. Three of these funds are considered “major” and, according to generally accepted accounting principles, are reported separately in the fund financial statements. The remaining eighteen funds are reported on a consolidated basis.

Because the focus of fund financial statements is narrower than that of the government-wide financial statements, it can be useful to compare the two. Comparisons may give readers a better understanding of the long-term impact of the City’s near-term financial decisions. On pages 12 and 14 of this report, statements are provided reconciling the “Governmental Fund Balance Sheet” and the “Governmental Fund Statement of Revenues, Expenditures, and Changes in Fund Balances” to the government-wide financial statements.

Fiduciary Funds

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statement because the resources of those funds are not available to support the City of Duarte’s own programs. The Successor Agency Fund is a fiduciary fund; the City budgets for this fund to reflect the operations of the Successor Agency. Trust funds are set up to account for the resources held for bond payments and for recording transactions performed by appointed trustees. The City does not budget for the trustee activities. Please note that the Successor Agency was dissolved as of April 2022.

Notes to the Basic Financial Statements

This report includes notes to the basic financial statements. They provide additional information that is important to set a complete understanding of the data contained in the government-wide and fund financial statements. The notes can be found on pages 15 through 49 of the report.

Government-wide Financial Analysis

The government-wide financial analysis focuses on net position and changes in net position for the City's governmental activities. A summary of net position as of June 30, 2023, is as follows:

Net Position

	Governmental Activities 2022	Governmental Activities 2023
Current and other assets	$ 45,483,298	$ 49,183,626
Capital assets	57,455,899	60,331,043
Total assets	$102,939,197	$109,514,669
Deferred Outflows of Resources	$ 7,352,601	$ 9,395,352
Current and other liabilities	$ 3,231,604	$ 2,762,263
Long-term debt outstanding	22,101,799	26,081,283
Total liabilities	$ 25,333,403	$ 28,843,546
Deferred Inflows of Resources	$ 10,081,184	$ 4,463,647
Net assets (liabilities):		
Net Investment in capital assets	$ 54,916,313	$ 57,168,359
Restricted	15,682,379	16,683,037
Unrestricted	4,278,519	11,751,432
Total net position	$ 74,877,211	$ 85,602,828

As discussed earlier in this analysis, net position may serve as an indicator of the City's financial position. At the end of the fiscal year 2023, assets exceeded liabilities by $85,602,828.

The City's primary assets were cash - $45,563,175, land held for resale - $3,620,451 and capital assets - $60,331,043. A significant portion of the City's cash is comprised by reserves and special funds for restricted uses and therefore is unavailable to pay for current general activities. Land held for resale represents the value of properties held by the City for future development purposes. The capital assets figure is the estimated value of all the equipment, land, buildings, and infrastructure owned by the City. It conforms to accounting rules requiring such assets be inventoried, valued, and depreciated.

The City's primary liabilities are its net pension liability - $17,488,020, its net OPEB liability - $4,342,659 and its long-term liabilities consisting of lease debt, subscription-based information technology arrangement debt, compensated absences, and bonded indebtedness - $4,250,604.

A summary of the changes in the City's net position for the fiscal year ended June 30, 2023, is as follows:

Changes in Net Position

	Governmental Activities 2022	Governmental Activities 2023
Revenues :		
Program revenues :		
Charges for services	$8,678,501	$3,314,721
Operating grants	5,250,142	5,956,844
Capital grants	908,953	1,671,746
General revenues:		
Taxes	15,350,977	15,695,783

Use of money and property	135,737	667,653
Intergovernmental	2,562,777	2,782,305
Miscellaneous	220,874	661,744
Total revenues	33,107,961	30,750,796
Expenses:		
General government	6,702,912	5,763,754
Safety	7,376,278	6,232,272
Development	5,655,481	3,082,968
Recreation and culture	3,562,084	2,159,749
Transportation	2,414,223	2,684,548
Interest expense	70,092	69,369
Total expenses	25,781,070	19,992,660
Change in net position	7,326,891	10,758,136
Net position - beginning of fiscal year	67,517,801	74,844,692
Prior period adjustments	43,767	
Net position – beginning of fiscal year, restated	67,561,568	
Net position - end of fiscal year	$74,844,692	$85,602,828

At fiscal year-end, the City's net position had increased by $10,758,136.

City Fund Financial Analysis

The City fund analysis focuses on governmental fund balances and on any restrictions or commitments that limit the availability of fund balances for future use.

As of June 30, 2023, the City's governmental funds had a total ending fund balance of $46,102,780. This amount represents an increase of $4,588,867, or 11% as compared to the prior fiscal year fund balance of $41,513,913.

As discussed earlier, the increase in the General Fund was largely due to the increased property and transient occupancy tax revenues and Motor Vehicle License Fees and delayed project expenses. While most of the Special Revenue Funds had minor changes in fund balance, the exceptions are noted as follows. The Measure M and Measure W Funds spent little or nothing on project expenditures and as a result contributed to the respective fund balances. The Measure R Fund completed a large project reducing fund balance and the Town Center Debt Service made its final payment and transferred any remaining balance out of the Fund.

Capital Asset and Debt Administration

Capital Assets

At fiscal year-end, the City had $60.3 million invested in a broad range of capital assets including buildings, parks, streets, sidewalks, traffic signals, sewers, storm drains, curbs and gutters, streetlights, vehicles, medians, leases, subscription-based information technology and other assets. This amount represents an overall increase (including additions, deductions and depreciation) of $2,540,822 as compared to the prior fiscal year. Additional information can be found in Note 6.

Debt Administration

At the end of the fiscal year, the City had both bonded and other long-term debt totaling $4,250,604. A summary of the City's debt activity for the fiscal year ended is as follows:

Outstanding Debt at Year-end

	2022	2023	Increase (Decrease)
Certificates of participation	$ 74,764	$ 0	$ (74,764)
US Bancorp Infrastructure Lease	2,438,140	2,276,306	(161,834)
CA Energy Comm Loan	66,698	48,344	(18,354)
Leases & Subscriptions	326,825	838,034	511,209
Accrued vacation & sick leave	1,010,028	1,087,920	77,892
Total debt	$ 3,916,455	$ 4,250,604	334,149

Additional information about the City's debt may be found in Note 8 to the basic financial statements.

Economic Factors and Next Year's Budget

The General Fund cash balance ended fiscal year 2022/23 with $29 million, which included $4.9 million in funds for special one-time projects to be identified by the City Council, $2 million in funds that are specifically restricted for improvements in the Town Center Specific Plan area, $240,000 for public art and $253,000 in restricted funds for storm drain, pension and vehicle replacement expenses.

This is a $3 million increase in General Fund cash balance. A good portion of the positive change in fund balance is the result of one-time projects being delayed, thus reducing expenses. However, we know that delayed projects will only cost more in the future, and ongoing expenses continue to increase. The good news is that ongoing revenues such as property and transient occupancy tax grew this year and interest earnings made a great recovery. The City is constantly working towards balancing operating expenses with revenues and this year ended with a balanced sustainable budget.

Requests for Information

These financial statements are designed to provide citizens, taxpayers, customers, investors, and creditors with a general overview of the City's finances and to demonstrate accountability for the money it receives. If there are questions, or a need for more information, please contact the City of Duarte, 1600 Huntington Drive, Duarte, California, 91010, or call (626) 357-7931.

CITY OF DUARTE

STATEMENT OF NET POSITION
JUNE 30, 2023

		Governmental Activities
Assets:		
Cash and investments	$	41,927,036
Receivables:		
Accounts		107,669
Taxes		2,369,439
Notes and loans, net		-
Accrued interest		275,007
Grants		410,257
Leases		314,594
Land held for resale		3,620,451
Restricted assets:		
Cash and investments with fiscal agent		159,173
Capital assets not being depreciated		23,437,465
Capital assets, net of accumulated depreciation		36,893,578
Total Assets		**109,514,669**
Deferred Outflows of Resources:		
Deferred OPEB related items		2,346,251
Deferred pension related items		7,049,101
Total Deferred Outflows of Resources		**9,395,352**
Liabilities:		
Accounts payable		1,573,881
Accrued liabilities		116,138
Accrued interest		41,687
Unearned revenue		459,993
Retention payable		158,486
Deposits payable		412,078
Noncurrent liabilities:		
Due within one year		458,035
Due in more than one year		3,792,569
Net OPEB liability		4,342,659
Net pension liability		17,488,020
Total Liabilities		**28,843,546**
Deferred Inflows of Resources:		
Deferred OPEB related items		3,924,804
Deferred pension related items		235,214
Lease receivable		303,629
Total Deferred Inflows of Resources		**4,463,647**
Net Position:		
Net investment in capital assets		57,168,359
Restricted for:		
Development projects		10,034,456
Storm drains		93,704
Transportation		6,087,143
Pensions		159,173
Recreation and cultural		308,561
Unrestricted		11,751,432
Total Net Position	**$**	**85,602,828**

See Accompanying Notes to Financial Statements.

CITY OF DUARTE

STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

Functions/Programs Primary Government:	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Change in Net Position, Primary Government: Governmental Activities
Governmental activities:					
General government	$ 5,763,754	$ 137,643	$ 959,885	$ -	$ (4,666,226)
Safety	6,232,272	416,459	2,930,284	-	(2,885,529)
Development	3,082,968	2,404,354	252,208	28,400	(398,006)
Recreation and cultural	2,159,749	356,265	-	19,294	(1,784,190)
Transportation	2,684,548	-	1,814,467	1,624,052	753,971
Interest on long-term debt	69,369	-	-	-	(69,369)
Total Governmental Activities	**19,992,660**	**3,314,721**	**5,956,844**	**1,671,746**	**(9,049,349)**
Total Primary Government	**$ 19,992,660**	**$ 3,314,721**	**$ 5,956,844**	**$ 1,671,746**	**(9,049,349)**

General revenues:	
Taxes:	
Property taxes, levied for general purposes	3,305,032
Transient occupancy tax	736,148
Sales taxes	9,824,985
Franchise taxes	1,441,317
Business license taxes	388,301
Motor vehicle in lieu - unrestricted	2,782,305
Use of money and property	667,653
Other	661,744
Total general revenue	**19,807,485**
Change in net position	10,758,136
Net position, beginning of fiscal year	74,844,692
Net position, end of fiscal year	**$ 85,602,828**

See Accompanying Notes to Financial Statements.

CITY OF DUARTE

BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2023

	General	Community Improvement Capital Projects	Other Governmental Funds	Total Governmental Funds
Assets:				
Pooled cash and investments	$ 28,141,978	$ 995,044	$ 12,790,014	$ 41,927,036
Receivables:				
Accounts	107,669	-	-	107,669
Taxes	2,305,399	-	64,040	2,369,439
Notes and loans, Net	-	-	-	-
Accrued interest	275,007	-	-	275,007
Grants	233,402	25,500	151,355	410,257
Leases	314,594	-	-	314,594
Due from other funds	28,184	-	-	28,184
Land held for resale	2,738,698	-	881,753	3,620,451
Restricted assets:				
Cash and investments - fiscal agents	159,173	-	-	159,173
Total assets	**$ 34,304,104**	**1,020,544**	**$ 13,887,162**	**$ 49,211,810**
Liabilities:				
Accounts payable	$ 1,118,067	$ -	$ 455,814	$ 1,573,881
Accrued liabilities	115,598	-	540	116,138
Unearned revenue	251,300	208,693	-	459,993
Retention payable	65,427	-	93,059	158,486
Deposits payable	412,078	-	-	412,078
Due to other funds	-	-	28,184	28,184
Total liabilities	**1,962,470**	**208,693**	**577,597**	**2,748,760**
Deferred inflows of resources:				
Unavailable revenues	56,641	-	-	56,641
Lease	303,629	-	-	303,629
Total deferred inflows of resources	**360,270**	**-**	**-**	**360,270**
Fund balances:				
Nonspendable:				
Land held for resale	2,738,698	-	-	2,738,698
Lease receivable	10,965	-	-	10,965
Restricted for:				
Development projects	2,050,236	811,851	7,172,369	10,034,456
Recreation and culture	-	-	68,861	68,861
Transportation	-	-	6,087,143	6,087,143
Storm drains	93,704	-	-	93,704
Pensions	159,173	-	-	159,173
Public art	239,700	-	-	239,700
Debt service	-	-	-	-
Committed to:				
Vehicle replacement	58,408	-	-	58,408
Assigned				
Special projects	4,873,903	-	-	4,873,903
Unassigned	21,756,577	-	(18,808)	21,737,769
Total fund balances	**31,981,364**	**811,851**	**13,309,565**	**46,102,780**
Total liabilities, deferred inflows of resources and fund balances	**$ 34,304,104**	**$ 1,020,544**	**$ 13,887,162**	**$ 49,211,810**

See Accompanying Notes to Financial Statements.

CITY OF DUARTE

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION
JUNE 30, 2023

Fund balances of governmental funds		$ 46,102,780
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets net of depreciation and right to use assets arising from leasing activities, and right to use assets for subscriptions have not been included as financial resources in the governmental fund activity.		60,331,043
Long-term debt and compensated absences have not been included in the governmental fund activity:		
U.S. Bancorp lease	$ (2,276,306)	
CA Energy Commission loan	(48,344)	
Lease Liabilities	(321,677)	
Subscription Liabilities	(516,357)	
Compensated absences	(1,087,920)	(4,250,604)
Other post employment related debt applicable to the City governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. Deferred outflows of resources and deferred inflows of resources related to OPEB are only reported in the statement of net position as changes to these amounts only effect the government wide statements for governmental activities.		
Deferred outflows of resources	2,346,251	
Deferred inflows of resources	(3,924,804)	
Net OPEB liability	(4,342,659)	(5,921,212)
Accrued interest payable for the current portion of interest due on long-term debt has not been reported in the governmental funds.		(41,687)
Revenues reported as unavailable revenue in the governmental funds and recognized in the statement of activities. These are included in the intergovernmental revenues in the governmental fund activity.		56,641
Governmental funds report all pension contributions as expenditures; however, in the statement of net position, the excess of the total pension liability over the plan fiduciary net position is reported as a net pension liability. Deferred outflows of resources and deferred inflows of resources related to pensions are only reported in the statement of net position as changes to these amounts only effect the government wide statements for governmental activities.		
Net pension liability	(17,488,020)	
Deferred inflows related to pensions	(235,214)	
Deferred outflows related to pensions	7,049,101	(10,674,133)
Net position of governmental activities		**$ 85,602,828**

See Accompanying Notes to Financial Statements.

CITY OF DUARTE

**STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2023**

	General	Community Improvement Capital Projects	Other Governmental Funds	Total Governmental Funds
Revenues:				
Taxes	$ 15,695,783	$ -	$ -	$ 15,695,783
Assessments	-	-	1,001,446	1,001,446
Licenses and permits	1,385,144	-	-	1,385,144
Intergovernmental	5,894,732	582,046	3,922,748	10,399,526
Charges for services	441,546	-	31,951	473,497
Use of money and property	387,361	13,625	266,665	667,651
Fines and forfeitures	454,635	-	-	454,635
Miscellaneous	601,234	-	60,510	661,744
Total revenues	**24,860,435**	**595,671**	**5,283,320**	**30,739,426**
Expenditures:				
Current:				
General government	6,456,386	-	-	6,456,386
Safety	6,830,732	-	165,926	6,996,658
Development	2,695,700	-	1,345,584	4,041,284
Recreation and cultural	3,029,965	-	-	3,029,965
Transportation	-	-	1,402,956	1,402,956
Capital outlay	2,473,505	114,000	1,819,102	4,406,607
Debt service:				
Principal retirement	235,536	-	252,364	487,900
Interest and fiscal charges	12,763	-	60,197	72,960
Total expenditures	**21,734,587**	**114,000**	**5,046,129**	**26,894,716**
Excess (deficiency) of revenues over (under) expenditures	3,125,848	481,671	237,191	3,844,710
Other financing sources (uses):				
Lease and subscription proceeds	744,157	-	-	744,157
Transfers in	773,739	-	757,011	1,530,750
Transfers out	(756,958)	-	(773,792)	(1,530,750)
Total other financing sources (uses)	760,938	-	(16,781)	744,157
Net change in fund balances	3,886,786	481,671	220,410	4,588,867
Fund balances, beginning of fiscal year	28,094,578	330,180	13,089,155	41,513,913
Fund balances, end of fiscal year	**$ 31,981,364**	**$ 811,851**	**$ 13,309,565**	**$ 46,102,780**

See Accompanying Notes to Financial Statements.

CITY OF DUARTE

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES FOR THE FISCAL YEAR ENDED JUNE 30, 2023

Net change in fund balances - total governmental funds		$ 4,588,867
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays, lease acquisitions, and subscription liabilities as expenditures. However, in the statement of activities, the costs of those assets are allocated over their estimated useful lives and reported as depreciation and amortization expense. The amount by which depreciation and amortization exceeded capital outlays in the current period:		
Capital outlay	$ 4,406,607	
Donation of traffic signals	46,198	
Construction in progress disposed during the year	(116,689)	
Amounts not recorded as capital outlays that were capitlized	64,075	
Depreciation and amortization	(1,859,369)	2,540,822
Repayment of bond and loan principal and lease and subscription payments are expenditures in the governmental funds, but the repayment reduce long-term liabilities in the statement of net position.		
Principal repayments		487,900
Accrued interest for long-term liabilities. This is the net change in accrued interest for the current period.		3,591
Compensated absence expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. This is the net change for the current period.		(77,892)
Lease and subscription liabilities are considered to be acquisition of long-term debt and are reported as other financing sources in the governmental funds. In the statement of net position the amounts are reported as liabilities.		(744,157)
Other post employment benefits reported in the governmental funds includes cash payments made into the trust fund and payments on behalf of retirees. In the statement of activities, OPEB expense includes the change in the net OPEB liability, and related change in OPEB amounts for deferred outflows of resources and deferred inflows of resources.		149,335
Revenues reported as unavailable revenue in the governmental funds and recognized in the statement of activities. These are included in the intergovernmental revenues in the governmental activities.		(34,828)
Pension obligation expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.		3,844,498
Change in net position of governmental activities		**$ 10,758,136**

See Accompanying Notes to Financial Statements.

Note 1: Summary of Significant Accounting Policies

The City of Duarte, California (the City) was incorporated August 22, 1957. The City operates under a Council-Manager form of government. The City's major operations include police, code enforcement, animal control, parks and recreation, planning and development, public works, transit services, refuse collection, and general administrative services.

The basic financial statements of the City have been prepared in conformity with accounting principles generally accepted in the United States of America as applied to governmental agencies. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant of the City's accounting policies are described below.

Reporting Entity

The reporting entity, "City of Duarte", is comprised of the various funds of the City of Duarte (City), the Duarte Public Finance Authority (Finance Authority), the Duarte Housing Authority (Housing Authority), and the Duarte Community Facilities Financing Authority (DCFFA). As required by generally accepted accounting principles in the United States of America, these financial statements present the City of Duarte (the primary government) and its component units. The component units discussed below are included in the City's reporting entity because of the significance of their operational or financial relationship with the City. These entities are legally separate from each other. However, the City of Duarte elected officials have a continuing oversight responsibility over the Finance Authority and Housing Authority.

An organization is fiscally dependent on the primary government if it is unable to adopt its budget, levy taxes or set rates or charges, or issue bond debt without approval by the primary government. In a blended presentation, a component unit's balances and transactions are reported in a manner similar to the balances and transactions of the City. Component unites are presented on a blended basis when the component unit's governing body is substantially the same as the City's or the component unit provides services almost entirely to the City.

Blended Component Units

The Duarte Public Financing Authority (the Authority) was organized in 1988 for the specific purpose of facilitating the issuance of debt instruments. It has no separate existence and has acted as a conduit between the issuer (the City) and the underwriters. Separate financial statements of the Public Financing Authority were not prepared.

The Duarte Housing Authority (the Housing Authority) was established pursuant to California Housing Authorities Law (Health and Safety Code Sections 34200 et seq.) on March 22, 2011. The purpose of the Housing Authority is to provide safe and sanitary housing opportunities for Duarte residents. Although the Housing Authority is legally separate, it is reported as if it were part of the City because the City Council also serves as the governing board of the Housing Authority. Separate financial statements of the Housing Authority were not prepared.

Note 1: Summary of Significant Accounting Policies (Continued)

Organizations Other Than Component Units:

Other governmental agencies, such as the County of Los Angeles, the Duarte Unified School District, etc. provide services within the City. However, each of these agencies is governed by an independently elected governing board. Accordingly, their financial information is not included within the scope of this financial report, because the City Council does not have a continuing oversight responsibility over them, nor are their financial operation closely related thereto.

Government-wide and Fund Financial Statements

The City's government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government and its component units. All fiduciary activities are reported only in the fund financial statements. The City does not have any business-type activities; therefore, only governmental activities are reported.

These basic financial statements are presented on an "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all of the City's assets and liabilities, including capital assets and long-term liabilities, are included in the accompanying Statement of Net Position. The Statement of Activities present changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred. Certain types of transactions are reported as program revenues for the City in three categories: (1) charges for services, (2) operating grant and contributions and (3) capital grants and contributions. Certain eliminations have been made as prescribed by GASB Statement No. 34 in regard to interfund activities, payables, and receivables. All internal balances in the Statement of Net Position have been eliminated.

Government-wide and Fund Financial Statements

The City uses funds to report on its financial position and the results of its operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities. These statements provide information about the government's funds, including its fiduciary funds and blended component units. Separate statements for each fund category- governmental and fiduciary- are presented.

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with separate self-balancing accounts that comprise its assets, deferred outflows, liabilities, deferred inflows, fund equity, revenues, and expenditures/expenses.

Government resources are allocated to and accounted for in individual funds based upon the purpose for which they are to be spent and the means by which spending activities are controlled. The minimum number of funds is maintained consistent with legal and managerial requirements.

Funds

The City reports the following major governmental funds:

General Fund - The General Fund is the general operating fund of the City which accounts for all or most of the City's general activities and financial resources except those that are required to be accounted for in another fund.

Note 1: Summary of Significant Accounting Policies (Continued)

Community Improvement Capital Projects Fund – This fund accounts for resources received from the ATP Cycle 4 Grant and the Measure M Grant, along with in lieu fees from the City of Hope. These funds will be used for PA&ED, PS&E and/or construction.

Additionally, the City reports the following fund types:

Special Revenue Funds – Special Revenue Funds are used to account for the revenues derived from specific revenue sources, which are restricted by law or administrative regulation for specified purposes.

Capital Projects Funds – Capital project funds are used to account for financial resources to be used for the acquisition and construction of capital assets.

Debt Service Funds – Debt Service Funds are used to account for the accumulation of resources for the periodic payment of principal and interest on long-term debt.

Governmental fund financial statements include a Balance Sheet and a Statement of Revenues, Expenditures, and Changes in Fund Balances for all major governmental funds. An accompanying schedule is presented to reconcile and explain the differences in net position as presented in these statements to the net position presented in the government-wide financial statements. The City has presented all major funds that met those qualifications.

All governmental funds are accounted for on a spending or *current financial resources* measurement focus and the modified accrual basis of accounting. Accordingly, only current assets and current liabilities are included on the Balance Sheet. The Statement of Revenues, Expenditures, and Changes in Fund Balance presents increases (revenue and other financing sources) and decreases (expenditures and other financing uses) in net current assets. The Reconciliations of the Fund Financial Statements to the Government-Wide Financial Statements if provided to explain the differences created by the integrated approach of GASB Statement No. 34.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Non-exchange transactions, in which the City gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, entitlements, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants, entitlements, and donations is recognized in the fiscal year for which all eligibility requirements have been satisfied.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, except for principal and interest on long-term liabilities, claims and judgments, and employee leave benefits, which are recognized as expenditures when they are due and payable.

Note 1: Summary of Significant Accounting Policies (Continued)

Property taxes, franchise taxes, licenses, intergovernmental revenue, charges for services, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government. Amounts reported as program revenues include 1) charges to members, customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes. When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, and then use unrestricted resources as needed.

Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position or Equity

Cash and Cash Equivalents

The City has defined cash and cash equivalents to include cash on hand, demand deposits, as well as cash with fiscal agents. Additionally, each fund's equity in the City's investment pool is treated as a cash equivalent because the funds can deposit or effectively withdraw cash at any time without prior notice or penalty.

Investments

Investments are stated at fair value, (generally quoted market prices). The City's policy is to hold investments until maturity or until market values equal or exceed cost.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Land Held for Resale

Land Held for Resale is an inventory of land purchased, which will be sold. The land is recorded at the lower of the acquisition cost or market.

Lease Receivable

The City's lease receivables are measured at the present value of payments expected to be received during the lease term. Under the lease agreements, the City receives variable lease payments as each lease has an annual increase in payment of 1% to 4%. See Note #5.

Capital Assets

Capital assets, which include land, intangible assets (e.g., easements and rights of way), buildings, improvements, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the government-wide financial statements. Capital assets are defined by the City as assets with a purchase cost of over $5,000 and have a useful life of two years or more. Assets are recorded at actual historical cost or estimated historical cost. Donated capital assets are recorded at fair value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Note 1: Summary of Significant Accounting Policies (Continued)

Capital assets of the primary government are depreciated using the straight-line method over the following estimated useful lives:

Buildings	60 years
Sewer System	60 years
Machinery & Equipment	5 – 35 years
Improvements	10 – 20 years
Other infrastructure	10 – 50 years

GASB Statement No. 34 requires the City to report and depreciate new infrastructure assets. Infrastructure assets include roads, bridges, underground pipe (other than related to utilities), traffic signals, etc. These infrastructure assets are the largest asset class of the City.

Right to use assets

The City has recorded right to use lease assets as a result of implementing Governmental Accounting Standards Board Statement (GASB) Number 87 "*Leases*" and GASB Statement Number 96 "*Subscription-Based Information Technology Arrangemen*ts" (SBITAs). The right to use assets are initially measured at an amount equal to the initial measurement of the related lease or subscription liability plus any lease or subscription payments made prior to the lease or subscription term, less lease or subscription incentives, and plus ancillary charges necessary to place the lease or subscription asset into service. The right to use assets are amortized on a straight-line basis over the life of the related lease or subscription asset.

Deferred Inflows and Outflows of Resources

In addition to assets, the Statement of Financial Position and Governmental Fund Balance Sheet will sometimes report a separate section for deferred outflows of resources. Deferred outflows of resources represent a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The government has two items that qualify for reporting in this category. They are deferred outflows relating to the net pension obligation, and the net OPEB obligation reported in the government-wide statement of net position. These outflows are the results of contributions made after the measurement period, which are expensed in the following fiscal year, of adjustments due to difference in proportions which are deferred and amortized over the expected average remaining service lifetime, and the difference between the amortization on a straight-line basis of the deferred inflows related to leases over the lifetime of the lease agreement versus the payment schedule.

In addition to liabilities, the Statement of Financial Position and Governmental Fund Balance Sheet will sometimes reports separate section for deferred inflows of resources. The separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The government has two items that qualify for reporting in this category. Deferred inflows related to leases represent the difference between the actual payments received on the lease each fiscal year and the straight-line amortization over the lifetime of the lease. The deferred inflows of unavailable revenues arises only under a modified accrual basis of accounting. Accordingly, the item, unavailable revenue, is reported in the governmental funds balance sheet. The governmental funds report unavailable revenues from two sources: sales taxes and grant revenues. These amounts are deferred and recognized as an inflow of resources in the period that amounts become available. In addition, the government has two items that qualify for reporting in this category which are deferred inflows in relation to the net pension obligation and the net OPEB obligation reported in the government-wide statements of net position. These inflows are the results of the

Note 1: Summary of Significant Accounting Policies (Continued)

net difference between projected and actual earnings on pension plan investments, difference between actual contributions and plan's share of contributions, and adjustment due to differences in proportions. These amounts are deferred and amortized over the expected remaining service life.

Property Tax Revenues

In general, property taxes in California are levied in accordance with Article 13B of the State Constitution at 1% of county-wide assessed valuations. This one percent is allocated pursuant to State law to the appropriate units of local government, including the City.

Property taxes are levied during July of each fiscal year and are due on November 1 and February 1. Property taxes become delinquent after December 10 and April 10 for the first and second installments, respectively. The lien date is January 1. The City accrues property tax received within 60 days after fiscal year- end in the fund financial statements.

Net Position Flow Assumption

Sometimes the government will fund outlays for a particular purpose from both restricted (e.g. restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the Government-Wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

Fund Balance Flow Assumptions

Sometimes the government will fund outlays for a particular purpose from both restricted and unrestricted sources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the Governmental Fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Pension Plan

For purposes of measuring the net pension liability, deferred outflows and inflows of resources related to pensions, and pension expense, information about the fiduciary net position and additions to/deductions from the fiduciary net position have been determined on the same basis as they are reported by the CalPERS' Financial Office. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value. CalPERS' audited financial statements are publicly available reports that can be obtained at CalPERS' website under Forms and Publications.

Note 1: Summary of Significant Accounting Policies (Continued)

Other Postemployement Benefits (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the City's plan (OPEB Plan) and additions to/deductions from the OPEB Plan's fiduciary net position have been determined on the same basis. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

Compensated Absences

The City accrues accumulated unpaid vacation, sick leave, and associated employee-related costs when earned (or estimated to be earned) by the employee. The amount estimated to be used in subsequent fiscal years for governmental funds is maintained separately and represents a reconciling item between the fund and government-wide presentations.

Interfund Activities

Interfund activity is reported as loans, services provided, reimbursements, or transfers. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as reimbursement. All other interfund transactions are treated as transfers.

Net Position and Fund Balances

In the government-wide financial statements, net position is classified in the following categories:

Net Investment in Capital Assets: This component of net position consists of capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Restricted Net Position: This component of net position represents external restrictions imposed by creditors, grantors, contributors, or laws or regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation.

Unrestricted Net Position: This component of net position represents the net position that does not meet the definition of "restricted" or "net investment in capital assets."

In the fund financial statements, governmental funds are classified in the following categories:

Nonspendable Fund Balance – includes amounts that are (a) not in spendable form, or (b) legally or contractually required to be maintained intact. The "not in spendable form" criterion includes items that are not expected to be converted to cash, for example: inventories, prepaid amounts, the portion of the lease receivable in excess of the deferred inflow of resources for the lease receivable, and long-term notes receivable.

Note 1: Summary of Significant Accounting Policies (Continued)

Restricted Fund Balance – includes amounts that are restricted for specific purposes stipulated by external resources providers, constitutionally or through enabling legislation. Restrictions may effectively be changed or lifted only with the consent of resource providers.

Committed Fund Balance – includes amounts that can only be used for the specific purposes determined by a formal action of the City's highest level of decision-making authority, the City Council. Commitments may be changed or lifted only by the City taking the same formal action that imposed the constraint originally (for example: resolution).

Assigned Fund Balance – includes amounts intended to be used by the City for specific purposes that are neither restricted nor committed. Intent is expressed by (a) City Council or (b) a body (a budget, finance committee, or management (City Wide Leadership team, which consists of City Manager and Executive Department Heads)) to which the assigned amounts are to be used for specific purposes. Assigned amounts also include all residual amounts in governmental funds (except negative amounts) other than the General Fund that are not classified as nonspendable, restricted, or committed.

Unassigned Fund Balance – the residual classification for the General Fund and includes all amounts not contained in the other classifications. Governmental funds report residual negative balances as unassigned fund balance.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, and expenses. Actual results could differ from those estimates.

Deficit Fund Balances or Net Position

The following funds have a deficit fund balance at June 30, 2023:

Nonmajor Fund - Park Dev Special Revenue Fund	$ 18,808

The City expects to eliminate these deficits with anticipated future revenues from grants, deferred payments, and reimbursements.

Budgets

The following funds exceeded appropriations at the fund level and by amount of excess:

Supplemental Law Enforcement Special Revenue Fund	$ 5,826
Measure R LR Transit Special Revenue Fund	$ 2,882

Note 1: Summary of Significant Accounting Policies (Continued)

GASB Statement Number 96 "*Subscription-Based Information Technology Arrangements"* Implementation

GASB Statement No. 96 "*Subscription-Based Information Technology Arrangements*" provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users. Under this statement, a government should generally recognize a right-to-use subscription asset and a corresponding subscription liability. This statement had no impact on the opening balances of the City. Please see Note #6 and Note #8 for further information.

Future Accounting Pronouncements

GASB Statements listed below will be implemented in future financial statements.

The provisions for Statement Number 99, "*Omnibus 2022*" are effective for the fiscal year beginning after June 15, 2023.

The provisions of Statement Number 100 "*Accounting Changes and Error Corrections – an amendment of GASB Statement No. 62*" are effective for fiscal years beginning after June 15, 2023.

The provisions of Statement Number 101 "*Compensated Absences*" are effective for fiscal years beginning after December 15, 2023.

Note 2: Cash and Investments

Cash and Investments

Cash and investments as of June 30, 2023, are classified in the accompanying financial statements as follows:

Statement of Net Position:	
Cash on hand	$ 3,025
Demand deposits	6,512,841
Investments	35,411,170
Restricted:	
Cash and investments with fiscal agents	159,173
Total cash and investments Governmental Activities	$ 42,086,209

Deposits

At June 30, 2023, the carrying amount of the City's deposits was $6,512,841 and the bank balance was $6,652,095. The $139,254 difference represents the outstanding checks and outstanding deposits.

The California Government Code requires California banks and savings and loans associations to secure the City's deposits by pledging government securities with a fair value of 110% of the City's deposits. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes have a fair value of 150% of the City's total deposits. The City Treasurer may waive the collateral requirement for deposits which are fully insured up to $250,000 by the FDIC. The collateral for deposits in federal and state-chartered banks is held in safekeeping by an authorized Agent of Depository recognized

Note 2: Cash and Investments (Continued)

Deposits (Continued)

by the State of California Department of Banking. The collateral of deposits with savings and loan associations is generally held in safekeeping by the Federal Home Loan Bank in San Francisco, California as an Agent of Depository. These securities are physically held in an undivided pool for all California public agency depositors. Under Government Code Section 53655, the placement of securities by a bank or savings and loan association with an "Agent of Depository" has the effect of perfecting the security interest in the name of the local governmental agency. Accordingly, all collateral held by California Agents of Depository are considered to be held or, and in the name of, the local government agency.

Investments

Investments Authorized by the California Government Code and the City's Investment Policy

The City's Investment Policy is reviewed and adopted by the City Council each fiscal year. The investment policy does not address investment of debt proceeds held by a bond trustee investments of debt proceeds held by a bond trustee are governed by provisions of the debt agreements, rather than the general provisions of the California Government Code or the City's investment policy. All investments held by a bond trustee are invested in U.S. Treasury Money Market Funds. The table below identifies the allowable investment types authorized by the California Government Code and the City's adopted Investment Policy (the "Investment Policy"). The table also identifies certain restrictions related to interest rate risk and concentration of credit risk. The Investment Policy restricts the Treasurer to invest in only the types of investments listed herein, which is more restrictive than the Government Code

Investment Types Authorized Investment By State Law	Authorized by Investment Policy	Maximum Maturity		Maximum Percentages of Portfolio		Maximum Investment	
		CGC	City	CGC	City	CGC	City
California State Bonds	Yes	5 years	5 years	None	None	None	None
Federal Agency and U.S-Government Sponsored Enterprise Obligations	Yes	5 years	5 years	None	None	None	None
U.S. Treasury Securities	Yes	5 years	5 years	None	None	None	None
Certificates of Deposit	Yes	5 years	5 years	30%	30%	None	None
Time Deposits	Yes	5 years	5 years	None	None	None	None
Local Agency Investment Fund (LAIF)	Yes	N/A	N/A	None	None	$ 75 million	$ 75 million

Information about the sensitivity of the fair values of the City's restricted money market investments to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity:

Investment Type	Remaining Maturity (in months) 6 Months or Less
Restricted Cash with fiscal agents:	
U.S. Bank Money Market Mutual Fund	$ 159,173

Note 2: Cash and Investments (Continued)

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The City's LAIF investment of $35,411,170 does not have a rating provided by a nationally recognized statistical rating organization. The City's restricted cash of $159,173 held in U.S. Bank Money Market Mutual Fund does not have a rating by a nationally recognized statistical rating organization.

Concentration of Credit Risk

The entire investment balance of the City is invested in the LAIF external investment pool.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another a party. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision to deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The fair value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a fair value of 150% of the secured public deposits.

As of June 30, 2023, $6,402,095 of the City's deposits with financial institutions in excess of federal depository insurance limits was held in collateralized accounts. As of June 30, 2023, the Fiduciary trust fund's deposits with financial institutions were not in excess of federal depository insurance limits.

Fair Value Measurements

Investments are stated as fair value and are valued on a yearly basis. The City categorizes its fair value measurement within the fair value hierarchy established by generally accepted accounting principles. Securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. Securities classified in Level 2 of the fair value hierarchy are valued using other observable inputs such as matrix pricing techniques or based on quoted prices for assets in markets that are not active. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices. Level 3 are valued using the income approach such as discounted cash flow techniques. Investment in an external government pool is not subject to reporting within the level hierarchy. The entire balance of investments is in an external government pool. Please see additional information in "Investment in State Investment Pool".

Note 2: Cash and Investments (Continued)

Investment in State Investment Pool

The City is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by the California Government Code under the oversight of the Treasurer of the State of California. The fair value of the City's investment in this pool is reported in the accompanying financial statements at amounts based upon the City's pro rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis. The City's LAIF balance at June 30, 2023 was $35,411,170 which reflected a loss of $545,517 for the current fiscal year.

The total amount invested by all public agencies in LAIF as of June 30, 2023, was $40.8 billion. LAIF is part of the California Pooled Money Investment Account (PMIA), which at June 30, 2023 has a balance of $168.1 billion (59.91% was invested in government securities). The average maturity of PMIA investments was 260 days as of June 30, 2023.

Note 3: Interfund Receivables, Payables, and Transfers

The composition of interfund balances as of June 30, 2023, is as follows:

Due to/Due from other funds:

	Due From Other Funds	Due To Other Funds
Major Funds:		
General	$ 28,184	-
Nonmajor Special Revenue Funds:		
Community Development Block Grant	-	6,048
Park Development Grant	-	22,136
Total	$ 28,184	$ 28,184

The purpose of Due to/Due from is to eliminate negative cash balances at fiscal year-end in various funds.

Transfers In/Transfers Out:

	(Transfers Out)		
Transfers In	General Fund	Nonmajor Funds	Total
General Fund	$ -	$ 773,739	$ 773,739
Nonmajor Funds	756,958	53	757,011
Total	$ 756,958	$ 773,792	$ 1,530,750

Note 3: Interfund Receivables, Payables, and Transfers (Continued)

Transfers Out in the amount of $756,958 were made out of the General Fund into the Lighting and Landscaping Fund ($536,121) for capital and administrative costs, and the Infrastructure Debt Service fund ($220,837) for debt payment costs. Transfers In in the amount of $773,739 were made to reimburse the General Fund for expenditures paid on behalf of the Gas Tax Fund ($111,129), Lighting and Landscape Fund ($343,200), Proposition A Fund ($46,800), the Proposition C Transit Fund ($38,101), Measure R LR Transit Fund ($116,814) SB1/RMRA Fund ($83,507), and the Town Center Debt Fund ($34,188). Transfers In in the amount of $53 were made out of the SB1/RMRA Fund to pay for and reduce the negative fund balance to zero for a prior fiscal year expenditure posted to the Bicycle and Pedestrian Fund that was an eligible expenditure of the SB1/RMRA fund.

Note 4: Notes Receivable

Notes and loans receivables as of June 30, 2023, are comprised of the following:

Affordable Housing

As part of development agreements with certain builders and in order to assist those individuals and families who are the most in need, the Housing Authority of the City of Duarte provides loans to low-and-moderate-income level residents for the acquisition and rehabilitation of residences. As a part of the agreement, the Housing Authority accepted second trust deeds from eligible buyers so that the buyers could purchase the property. The second trust deeds are cancelable after 25 years should the buyers remain in the property. If the property is sold, the Housing Authority recovers its second trust deed and interest to be calculated within certain limits. Since the amount, if any, the Housing Authority will receive is unknown, the City has recorded an allowance for doubtful accounts for the full amount of the receivables. The City will record income if the property is sold. The City has $15,000 of these note receivables outstanding at June 30, 2023.

As part of the Estoppel Certificate, Consent & Agreement, a note was established on December 4, 2013, between the City, Southern California Presbyterian Homes, and Andres Duarte Terrace II. L.P. for the development of a 43-unit affordable housing project located within the City. The note will not be repaid for 57 years. The City recorded an allowance for doubtful accounts of $1,200,000 due to the large number of years until the balloon payment on the note is due.

The balance of all notes and loans receivable at June 30, 2023 is $1,215,000 with an allowance for doubtful accounts of $1,215,000 for net notes and loans receivable of $0 as of June 30, 2023.

Note 5: Leases Receivable

The City has 6 cell tower lease agreements in place as of June 30, 2023. Revenue recognition is in accordance with GASB Statement No. 87. Summarized information for each lease is as follows:

SBA - Buena Vista Lease

In October 2018, the City entered into a lease with Nextel to allow a portion of their property to be utilized for a cellular tower. The original lease term was for 5 years and includes five additional optional 5-year terms. When the 3rd option was exercised the City received a $10,000 one-time payment. If the fourth option is exercised, the lease would end in September 2033. The options to extend are exercised unless written notification of cancellation occurs within 90 days prior to the expiration of the existing term. Initial rent payments were $700 a month increasing by 4% each October under the terms of the lease. Payments received during the fiscal year were $1,725 from July 2022 through September 2022 and $1,794 from October 2022 through June 2023. The current 5-year term will expire in September 2028.

Note 5: Leases Receivable (Continued)

SBA - Otis Gordon Lease

In December 2004, the City entered into a lease with Nextel to allow a portion of their property to be utilized for a cellular tower. The original lease term was for 5 years and includes three additional optional 5-year terms. If the third option is exercised, the lease would end in November 2024. The options to extend are exercised unless written notification of cancellation occurs within 90 days prior to the expiration of the existing term. Initial rent payments were $1,900 a month increasing by 4% each December under the terms of the lease. Payments received during the fiscal year were $3,701 from July 2022 through November 2022 and $3,849 from December 2022 through June 2023. The current 5-year term will expire November 2024.

Verizon Wireless - Starcrest Lease

In October 2008, the City entered into a lease with Verizon to allow a portion of their property to be utilized for a cellular tower commencing in March 2009. The original lease term was for 5 years and includes three additional optional 5-year terms. If the third option is exercised, the lease would end in February 2029. The options to extend are exercised unless written notification of cancellation occurs within 90 days prior to the expiration of the existing term. Initial rent payments were $1,200 a month increasing 4% each March under the terms of the lease. Payments received during the fiscal year were $2,539 from July 2022 through February 2022 and $2,641 from March 2023 through June 2023. The current 5-year term will expire in February 2024.

Verizon Wireless – Royal Oaks Lease

In April 2019, the City entered into a lease with Verizon to allow a portion of their property to be utilized for a cellular tower commencing in November 2019. The original lease term was for 5 years and includes four additional optional 5-year terms. If the fourth option is exercised, the lease would end in October 2044. The options to extend are exercised unless written notification of cancelation occurs within 90 days prior to the expiration of the existing term. Initial rent payments were $1,750 a month increasing 1% each November under the terms of the lease. Payments received during the fiscal year were $1,785 from July 2022 through October 2022 and $1,803 from November 2022 through June 2023. The current 5-year term will expire in October 2024.

AT&T Tower Lease

In February 2010, the City entered into a lease with AT&T to allow a portion of their property to be utilized for a cellular tower commencing in March 2010. The original lease term was for 5 years and includes three additional optional 5-year terms. If the third option is exercised, the lease would end in February 2030. The options to extend are exercised unless written notification of cancellation occurs within 90 days prior to the expiration of the existing term. Initial rent payments were $1,200 a month and the City was prepaid $57,600 at the start of the lease. The monthly rent increased by 3% in the thirty-third month of the initial lease and annually thereafter each December. Payments received during the fiscal year were $1,613 from July 2022 through November 2022 and $1,661 from December 2022 through June 2023. The current 5-year term will expire in February 2025.

T-Mobile Tower Lease

In February 2010, the City entered into a lease with AT&T to allow a portion of their property to be utilized for a cellular tower commencing in March 2010. The original lease term was for 5 years and includes three

Note 5: Leases Receivable (Continued)

T-Mobile Tower Lease (Continued)

additional optional 5-year terms. If the third option is exercised, the lease would end in February 2030. The options to extend are exercised unless written notification of cancellation occurs within 90 days prior to the expiration of the existing term. Initial rent payments were $1,200 and the monthly rent increases by 3% each March. Payments received during the fiscal year were $1,661 from July 2022 through February 2023 and $1,711 from March 2023 through June 2023. The current 5-year term will expire in February 2025.

Note 6: Capital Assets

A summary of changes in capital asset activity for the fiscal year ended June 30, 2023, is as follows:

	Balance July 1, 2022	Increases	Decreases	Transfers	Balance June 30, 2023
Governmental activities:					
Capital assets, not being depreciated:					
Land	$ 21,737,333	$ -	$ -	$ -	$ 21,737,333
Construction in progress	1,276,905	3,434,424	116,689	2,894,508	1,700,132
Total capital assets, not being depreciated	23,014,238	3,434,424	116,689	2,894,508	23,437,465
Capital assets, being depreciated:					
Structures and improvements	9,808,619	-	-	1,608,016	11,416,635
Machinery and equipment	3,151,464	266,801	250,874	-	3,167,391
Infrastructure	64,607,188	46,198	1,522,343	1,286,492	64,417,535
Total capital assets, being depreciated	77,567,271	312,999	1,773,217	2,894,508	79,001,561
Less accumulated depreciation:					
Structures and improvements	4,249,445	190,277	-	-	4,439,722
Machinery and equipment	1,482,936	201,080	242,367	-	1,441,649
Infrastructure	37,393,229	1,272,209	1,522,343	-	37,143,095
Total accumulated depreciation	43,125,610	1,663,566	1,764,710	-	43,024,466
Total capital assets, being depreciated, net	34,441,661	(1,350,567)	8,507	2,894,508	35,977,095
Lease Assets					
Leased vehicles	303,702	138,944	-	-	442,646
Leased office space	41,214	-	41,214	-	-
Leased parking	24,199	-	-	-	24,199
Leased equipment	80,169	-	-	-	80,169
Total lease assets, being amortized	449,284	138,944	41,214	-	547,014
Less accumulated amortization:					
Leased vehiclees	62,582	76,829	-	-	139,411
Leased office space	24,728	16,486	41,214	-	-
Leased parking	8,541	8,541	-	-	17,082
Leased equipment	19,111	20,620	-	-	39,731
Total accumulated amortization	114,962	122,476	41,214	-	196,224
Total lease assets, being amortized, net	334,322	16,468	-	-	350,790
Subscription-Based Information Technology Arrangements *					
Subscription-Based Information Technology Arrangements	-	630,513	-	-	630,513
Less accumulated amortization:	-	64,820	-	-	64,820
Total Subscription-Based Information Technology Arrangements being amortized, net	-	565,693	-	-	565,693
Governmental activities capital assets, net	$ 57,790,221	$ 2,666,018	$ 125,196	$ -	$ 60,331,043

*New category for the City's subscription-based information technology arrangement assets, and the related accumulated amortization, have been added due to the implementation of GASB Statement No. 96, "*Subscription-Based Information Technology Arrangements*."

Note 6: Capital Assets (Continued)

Depreciation and amortization expense was charged to functions of the primary government as follows:

Governmental activities:		
General government	$	254,669
Safety		15,877
Development		12,498
Recreation and culture		325,666
Transportation		1,242,152
Total	$	1,850,862

Right to Use Leased Assets

The City has recorded 16 leased cars, 1 leased building, 1 leased parking lot, and 2 leased office equipment right to use assets. The related leases are discussed in the long-term liabilities Note 8. The right to use leased assets are amortized on a straight-line basis over the terms of the related leases.

Note 7: Deferred Inflows/Outflows of Resources

Unavailable revenues are deferred in accordance with GASB Statements No. 23 and No. 65. The City has unavailable revenues of intergovernmental receivables. The balance of unavailable revenues reported as deferred inflows of resources at June 30, 2023, was $56,641. The balance of lease receivables reported as deferred inflows of resources at June 30, 2023, was $303,629. This represents the amount of lease revenue deferred related to the receivable which is amortized on a straight-line basis for the life of the lease. For information about deferred inflows and outflows related to pensions, see Note 11. For information about deferred inflows and outflows related to OPEB, see Note 12.

Note 8: Long-Term Liabilities

The following is a summary of changes in long-term liabilities for the fiscal year ended June 30, 2023:

	Balance July 1, 2022	Additions	Deletions	Balance June 30, 2023	Due Within One Year
Governmental Activities					
General Obligation Bond					
2013 COP	$ 74,764	$ -	$ 74,764	$ -	$ -
U.S. Bancorp Infrastructure					
Lease	2,438,140	-	161,834	2,276,306	165,750
CA Energy Commission Loan	66,698	-	18,354	48,344	18,905
Total direct placement and					
direct borrowings	2,579,602	-	254,952	2,324,650	184,655
Enterprise Leases	233,031	113,644	72,782	273,893	87,011
Canon Lease	56,116	-	17,973	38,143	18,190
Chamber Lease	16,849	-	16,849	-	-
Edison Parking Lot Lease	15,504	-	8,673	6,831	6,831
Mail Meter Lease	5,325	-	2,515	2,810	2,591
Subscriptions**	-	630,513	114,156	516,357	111,240
Compensated Absences	1,010,028	578,607	500,715	1,087,920	43,517
Total Long term debt	$ 3,916,455	$ 1,322,764	$ 988,615	$ 4,250,604	$ 454,035

** New category for the City's subscription liabilities have been added due to the implementation of GASB Statement No. 96, "*Subscription-Based Information Technology Arrangements* ".

Debt service payments for direct placement and direct borrowings come due as follows:

Certificates of Participation

2013 Certificates of Participation (2001 Refunding)

In April 2013, the City of Duarte issued $1,337,750 in Certificates of Participation (Series A) with an interest rate of 2.01%. The City issued the bonds to refund $1,245,000 for the 2001 Certificates of Participation on a current basis and pay for issuance costs. The City pledged as collateral property consisting of the Duarte Civic Center Complex and a Senior Citizens/Community Center. The Civic Center consists of the City Hall, the Community Center, the Fitness Center, two swimming pools and a pool service building, totaling 28,600 square feet. The Senior Center is also located at the Civic Center Complex, and contains approximately 12,000 square feet, with multi-purpose rooms for classes meetings, recreational uses, and meals, and office space for on-site staff, and storage area. The Series A Certificates of Participation mature on August 1, 2022, and bear interest at 2.01% per annum. Interest on the bonds is payable semi-annually every August 1 and February 1. The liability as of June 30, 2023 is $0.

Note 8: Long-Term Liabilities (Continued)

U.S. Bancorp Infrastructure Lease

The City of Duarte entered into a lease/purchase agreement with U.S. Bancorp Government Leasing and Finance, Inc. on September 27, 2019, to fund a project to upgrade lighting systems, HVAC system installation, control upgrades, and to install a Solar PV system in various City buildings and structures for $2,750,427. The City pledged as collateral property consisting of the Duarte Civic Center Complex and a Senior Citizens/Community Center. The Civic Center consists of the City Hall, the Community Center, the Fitness Center, two swimming pools and a pool service building, totaling 28,600 square feet. The Senior Center is also located at the Civic Center Complex, and contains approximately 12,000 square feet, with multi-purpose rooms for classes meetings, recreational uses, and meals, and office space for on-site staff, and storage area. Lease payments are to be unconditional. In the event of a default, the City must provide the leased property back to the U.S. Bancorp or continue to make the lease payments until the property is provided to U.S. Bancorp. The lease matures on September 27, 2034, and bears interest at 2.95% per annum. Interest and principal are due annually every September 27. The liability as of June 30, 2023, is $2,276,306.

Fiscal year ending June 30,	U.S. Bankcorp Infrastructure Lease Principal	Interest
2024	$ 165,750	$ 55,087
2025	169,762	51,075
2026	173,870	46,967
2027	178,078	42,759
2028	182,387	38,450
2029 - 2033	980,316	123,869
2034 - 2036	426,143	15,531
Totals	$ 2,276,306	$ 373,738

California Energy Resources Conservation and Development Commission Loan

The State of California Energy Resources Conservation and Development Commission issued a loan to the City for an Energy Efficiency project to be completed in July 2011. The Loan was issued in October 2011 in the amount of $218,847. The liability as of June 30, 2023 is $48,344. The loan matures on December 22, 2025, and bear interest at 3% per annum. Principal and Interest on the loan is payable semi-annually every December and June.

Fiscal year ending June 30,	CA Energy Commission Loan Principal	Interest
2024	$ 18,905	$ 1,313
2025	19,480	739
2026	9,959	150
Totals	$ 48,344	$ 2,202

Note 8: Long-Term Liabilities (Continued)

Enterprise Leases

On February 27, 2020, the City entered into a master lease agreement with Enterprise Fleet Management to replace all of the City's vehicles. The City intends to replace the vehicles on a rolling basis on a 5-year schedule. Each fiscal year the City will trade in their owned vehicles as part of signing a lease for a new replacement vehicle. During the fiscal year 2020-2021 the City entered into 12 such lease agreements. During the fiscal year 2021-2022 the City entered into 1 such lease agreement. During the fiscal year 2022-2023 the City entered into 3 such lease agreements. Additional leases are expected over the next few fiscal years as per the City's replacement plan. The vehicles are leased for 5-years and then will be traded in for new replacement vehicles. The interest rate on these leases range from 0.27% to 3.59%. The first payment is due upon delivery for each vehicle and payments continue for a total of 60 months. Monthly payments range from $170 to $1,013 on a per vehicle basis. The debt matures as follows:

Fiscal year ending June 30,	Enterprise Leases Principal	Enterprise Leases Interest
2024	$ 87,011	$ 4,258
2025	88,156	3,115
2026	57,257	1,970
2027	25,693	1,019
2028	15,776	253
Totals	$ 273,893	$ 10,615

Canon Lease

On August 9, 2021, the City entered into a lease with Canon Solutions America, Inc. to lease a copy machine. The lease payments are $1,545 a month for 48 months with an interest rate of 1.20%. The debt matures as follows:

Fiscal year ending June 30,	Canon Lease Principal	Canon Lease Interest
2024	$ 18,190	$ 358
2025	18,409	138
2026	1,544	2
Totals	$ 38,143	$ 498

Note 8: Long-Term Liabilities (Continued)

Chamber Lease

On March 1, 2017 the City entered into a lease to rent office space on Huntington Drive for three-years with the option to extend the lease for three additional one-year periods beginning on March 1, 2020 . The City exercised the option to renew on March 1, 2020, March 1, 2021, and on March 1, 2022. Monthly rent was $1,600. The lease term ended in February 2023 and the tenant is now renting month to month.

Edison Parking Lot Lease

The City has entered into several leases with Southern California Edison in 2006, 2011, 2016, and the latest lease on May 1, 2019 for land associated with a parking lot located at 1220 Highland Avenue. The term is for 5-years with the lease expiring on April 30, 2024. The quarterly rent is due on the 1st day of each quarter and begins at $2,048 increases to $2,305 for the final year of the lease. The City paid three payments of $2,109 for the beginning of the fiscal year and $2,173 for the last quarter of the fiscal year. The interest rate is 3%. The debt matures as follows:

Fiscal year ending	Edison Parking Lot Lease	
June 30,	Principal	Interest
2024	$ 6,831	$ 86
Totals	$ 6,831	$ 86

Mail Meter Lease

On August 30, 2018, the City entered into a lease agreement with MailFinance to lease a postage meter commencing on May 22, 2019 for 63 months for a monthly payment of $220. The lease matures on August 21, 2024. The interest rate is 3%. The debt matures as follows:

Fiscal year ending	Mail Meter Lease	
June 30,	Principal	Interest
2024	$ 2,591	$ 49
2025	219	1
Totals	$ 2,810	$ 50

Subscription-Based Information Technology Arrangements

The City has entered into subscription-based information technology arrangemnets (SBITAs) involving:

Productivity tools designed to facilitate collaboration and communication within the City.

Website hosting.

Note 8: Long-Term Liabilities (Continued)

Subscription-Based Information Technology Arrangements (Continued)

Software utilized to identify persons involved in emergency incidents.

Public works permit software.

Building permit software.

Code enforcement and animal control software.

City Council meeting streaming software.

Online aerial maps.

Online bidding management software.

Accounting systems software.

The software arrangements mature as follows:

Fiscal year ending June 30,	Subscriptions Principal	Subscriptions Interest
2024	$ 111,240	$ 16,666
2025	121,711	12,580
2026	132,893	8,112
2027	150,513	3,150
Totals	$ 516,357	$ 40,508

Compensated Absences

The City accrues accumulated unpaid vacation, sick leave and associated employee-related costs when earned (or estimated to be earned) by the employee as described in Note 1. The City at June 30, 2023, had an outstanding accrued balance of unpaid vacation, sick leave, and associated employee related costs of $1,087,920 that will be liquidated from various funding sources in future years.

Note 9: Liability, Worker's Compensation, and Purchased Insurance

Description of Self-Insurance Pool Pursuant to Joint Powers Agreement

The City of Duarte is a member of the California Joint Powers Insurance Authority (Authority). The Authority is composed of 124 California public entities and is organized under a joint powers' agreement pursuant to California Government Code §6500 et seq. The purpose of the Authority is to arrange and administer programs for the pooling of self-insured losses, to purchase excess insurance or reinsurance, and to arrange for group purchased insurance for property and other lines of coverage. The Authority began

Note 9: Liability, Worker's Compensation, and Purchased Insurance

Description of Self-Insurance Pool Pursuant to Joint Powers Agreement (Continued)

covering claims of its members in 1978. Each member government has an elected official as its representative on the Board of Directors. The Board operates through a nine-member Executive Committee.

Primary Self-Insurance Programs of the Authority

Each member pays an annual contribution at the beginning of the coverage period. A retrospective adjustment is then conducted annually thereafter, for coverage years 2012-13 and prior. Coverage years 2013-14 and forward are not subject to routine annual retrospective adjustment. The total funding requirement for primary self-insurance programs is based on an actuarial analysis. Costs are allocated to individual agencies based on payroll and claims history, relative to other members of the risk-sharing pool.

Primary Liability Program
Claims are pooled separately between police and general government exposures. (1) The payroll of each member is evaluated relative to the payroll of other members. A variable credibility factor is determined for each member, which establishes the weight applied to payroll and the weight applied to losses within the formula. (2) The first layer of losses includes incurred costs up to $100,000 for each occurrence and is evaluated as a percentage of pool's total incurred costs within the first layer. (3) The second layer of losses includes incurred costs from $100,000 to $500,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the second layer. (4) Incurred costs from $500,000 to $50 million, are distributed based on the outcome of cost allocation within the first and second loss layers.

The overall coverage limit for each member, including all layers of coverage, is $50 million per occurrence. Subsidence losses also have a $50 million per occurrence limit. The coverage is composed of a combination of pooled self-insurance, reinsurance, and excess insurance. Additional information concerning the coverage structure is available on the Authority's website: https://cjpia.org/coverage/risk-sharing-pools.

Workers' Compensation Program
Claims are pooled separately between public safety (police and fire) and general government exposures. (1) The payroll of each member is evaluated relative to the payroll of other members. A variable credibility factor is determined for each member, which establishes the weight applied to payroll and the weight applied to losses within the formula. (2) The first layer of losses includes incurred costs up to $75,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the first layer. (3) The second layer of losses includes incurred costs from $75,000 to $200,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the second layer. (4) Incurred costs from $200,000 to statutory limits are distributed based on the outcome of cost allocation within the first and second loss layers.

For 2022-23 the Authority's pooled retention is $1 million per occurrence, with reinsurance to statutory limits under California Workers' Compensation Law. Employer's Liability losses are pooled among members to $1 million. Coverage from $1 million to $5 million is purchased through reinsurance policies, and Employer's Liability losses from $5 million to $10 million are pooled among members.

Note 9: Liability, Worker's Compensation, and Purchased Insurance (Continued)

Purchased Insurance

Pollution Legal Liability Insurance
The City participates in the pollution legal liability insurance program which is available through the Authority. The policy covers sudden and gradual pollution of scheduled property, streets, and storm drains owned by the City. Coverage is on a claims-made basis. There is a $250,000 deductible. The Authority has an aggregate limit of $20 million.

Property Insurance
The City participates in the all-risk property protection program of the Authority. This insurance protection is underwritten by several insurance companies. City property is currently insured according to a schedule of covered property submitted by the City to the Authority. City property currently has all-risk property insurance protection in the amount of $26,451,901. There is a $10,000 deductible per occurrence except for non-emergency vehicle insurance which has a $2,500 deductible.

Earthquake and Flood Insurance
The City purchases earthquake and flood insurance on a portion of its property. The earthquake insurance is part of the property protection insurance program of the Authority. City property currently has earthquake protection in the amount of $6,085,875. There is a deductible of 5% per unit of value with a minimum deductible of $100,000.

Crime Insurance
The City purchases crime insurance coverage in the amount of $1,000,000 with a $2,500 deductible. The fidelity coverage is provided through the Authority.

Special Event Tenant User Liability Insurance
The City further protects against liability damages by requiring tenant users of certain property to purchase low-cost tenant user liability insurance for certain activities on City property. The insurance premium is paid by the tenant user and is paid to the City according to a schedule. The City then pays for the insurance. The insurance is facilitated by the Authority.

Adequacy of Protection

During the past three fiscal years, none of the above programs of protection experienced settlements or judgments that exceeded pooled or insured coverage. There were also no significant reductions in pooled or insured liability coverage in 2022-23.

Note 10: Deferred Compensation Plan

The City has made available to its employees a deferred compensation plan, whereby employees authorize the City to withhold funds from salaries to be invested in individual investment accounts. Funds may be withdrawn by participants upon termination of employment or retirement. The City makes no contributions under the plan. The amount held by trustees for the employees at June 30, 2023, was $3,208,911. These amounts are not recorded in the books of the City and as such not included in these financial statements.

Note 11: Retirement Plan

Plan Description

All qualified employees are eligible to participate in the City's Miscellaneous Employee Pension Plan, cost-sharing multiple employer defined benefit pension plan administered by the California Public Employees Retirement System (CalPERS). Benefit provisions under the Plan are established by State statute and City resolution. CalPERS issues a publicly available report that includes a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS' website.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 or 52 with statutorily reduced benefits depending on the retirement tier. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is the Optional Settlement 2W Death Benefit. The cost-of-living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The Plan's provisions and benefits in effect at June 30, 2023, are summarized as follows:

	Tier 1*	Tier 2	PEPRA
Hire date/CalPers Enrollment Date	Prior to January 1, 2010	After January 1, 2010	After January 1, 2013
Benefit formula	2.5% @ 55	2% @ 60	2% @ 62
Benefit vesting schedule	5 years service	5 years service	5 years service
Benefit payments	monthly for life	monthly for life	monthly for life
Retirement age	minimum 50 yrs	minimum 50 yrs	minimum 52 yrs
Monthly benefits as a % of eligible compensation	50 yrs - 63+ yrs 1.425% - 2.418%	50 yrs - 63+ yrs 1.092% - 2.418%	52 yrs - 67+ yrs 1.000% - 2.500%
Required employee contribution rates	7.96%	6.92%	7.25%
Required employer contribution rates	12.99%	9.30%	7.73%

* Plan closed to new entrants

Note 11: Retirement Plan (Continued)

Contribution Description

Section 20814 (c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employees be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plan are determined annually on an actuarial basis of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the fiscal year, with an additional amount to finance any unfunded accrued liability.

The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

For the fiscal year ended June 30, 2023, the contributions recognized as part of pension expense for the Plan were as follow:

	Miscellaneous
Contributions – employer	$ 1,552,245

Pension Liabilities, Pension Expense, and Deferred Outflows, and Deferred Inflows of Resources Related to Pensions

As of June 30, 2023, the City reported net pension liabilities for its proportionate share of the net position liability of the Plan as follows:

	Proportionate Share of Net Pension Liability
Miscellaneous	$ 17,488,020

The City's net pension liability for the Plan is measured as the proportionate share of the net pension liability. The net pension liability of the Plan is measured as of June 30, 2022, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 201 rolled forward to June 30, 2022 using standard update procedures. The City's proportion of the net pension liability was based on a projection of the City's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined.

The City's proportionate share of the net pension liability for the Plan as of June 30, 2021 and 2022 was as follows:

	Miscellaneous
Proportion – June 30, 2021	0.27327%
Proportion – June 30, 2022	0.24768%
Change - Decrease	0.000256%

For the fiscal year ended June 30, 2023, the City recognized pension income of $3,844,498. At June 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Note 11: Retirement Plan (Continued)

	Deferred Outflows of Resources	Deferred Inflows of Resources
Contributions made after the measurement date	$ 1,702,553	$ -
Difference between expected and actual experience	351,194	-
Change in assumptions	1,792,013	-
Difference in actual to proportionate share contribution	-	235,214
Net difference between projected and actual earnings on pension plan investments	3,203,341	-
Total	$ 7,049,101	$ 235,214

$1,702,553 reported as deferred outflows of resources related to contributions subsequent to the measurement date and will be recognized as a reduction of the net pension liability in the fiscal year ended June 30, 2023. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions and will be recognized as pension expense as follows:

Fiscal year ending June 30,	Deferred Outflows (Inflows) of Resources
2024	$ 1,333,057
2025	1,168,068
2026	650,936
2027	1,959,273
Totals	$ 5,111,334

Actuarial Methods and Assumptions Used to Determine Total Pension Liability

The total pension liabilities were determined by rolling forward the total pension liability determined in the June 30, 2021 actuarial valuation to June 30, 2022. The June 30, 2022, total pension liability was based on the following actuarial methods and assumptions:

Note 11: Retirement Plan (Continued)

Valuation date	June 30, 2021
Measurement date	June 30, 2022
Actuarial cost method	Entry age normal cost method
Actuarial assumptions	
Discount rate	6.90%
Inflation	2.30%
Payroll growth	Varies by entry age/service
Projected salary increases	Varies by age/service
Investment rate of return	6.90%
Mortality	Data for all Funds (1)

(1) The mortality table used was developed based on CalPERS' specific data. The rates incorporate Generational Mortality to capture ongoing mortality improvement using 80% of Scale MP 2020 published by the Society of Actuaries. For more details, please refer to the 2021 experience study report that can be found on the CalPERS' website.

Discount Rate

The discount rate used to measure the total pension liability was 6.90%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plans fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projects benefit payments to determine the total pension liability.

In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated and, combined with the risk estimates, are used to project compound (geometric) returns over the long term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return.

The expected real rates of return by asset class can be found in CalPERS' Annual Comprehensive Financial Report (CAFR) for the fiscal year ended June 30, 2022.

The following presents the net pension liability/(asset) of the Plan as of the measurement date, calculated using the discount rate of 6.90%, as well as what the net pension liability/(asset) would be if it were calculated using a discount rate that is 1 percentage-point lower (5.90%) or 1 percentage-point higher (7.90%) than the current rate:

	Miscellaneous
1.0% Decrease	5.90%
Net Pension Liability	$ 25,346,584
Current Discount Rate	6.90%
Net Pension Liability	$ 17,488,020
1.0% Increase	7.90%
Net Pension Liability	$ 11,022,373

Note 11: Retirement Plan (Continued)

Pension Plan Fiduciary Net Position

Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

Note 12: Other Post-Employment Benefits

Plan Description

The City has established a retiree healthcare plan (HC Plan) The HC Plan provides employees healthcare coverage under the California Public Employees Medical and Hospital Care Act (PEMCHA) as a single-employer defined-benefit post-employment healthcare plan. PEMCHA governs health care provided to employees and retirees under health care plans administered by CalPERS. All public agencies providing health care to their active employees through CalPERS PEMCHA plans are also required to offer health care under those plans to their retirees. The rules regarding retiree health care are found in sections 22892 and 22893 of the Government Code.

Under PEMCHA, the City will provide medical insurance coverage for retirees and their dependents though the PERS system. To be eligible, employees must retire within one hundred and twenty days of their separation from employment with the City on or after age 50 (age 52 for PEPRA new hires) with at least 5 years of CalPERS service. Eligible employees receive up to a maximum amount determined each year as a contribution toward the cost of monthly health premiums if the eligible retiree is covered in a CalPERS' health plan. As of June 30, 2023, the maximum coverage rates are $738.49 a month, $1,477.00 a month, and $1,920.11 a month for a retiree only, retiree plus 1, and retiree family tiers, respectively. The same equal benefit must be provided to retirees as active employees. Benefits are paid for the lifetime of the retiree as long as he or she continues to participate in PEMCHA, with continuation to the surviving spouse, if any.

The City also pays an administrative fee of 0.31% of premium on behalf of all active employees and retirees. Retirees who waive medical insurance coverage and provide proof of other coverage will be reimbursed by the City in a tiered schedule ranging from $218 to $566 per month.

The City joined the Public Agencies Post-Retirement Health Care Plan Trust (Trust) in September of 2007 for the purpose of prefunding other post-employment benefits for past services. The Trust is a public agency multiple-employer trust that was established to provide member public agencies economies of scale and efficiency of administration in the funding of each agency's respective other post-employment benefit obligation.

As of the June 30, 2023 actuarial valuation, the Plan was providing benefits to 97 beneficiaries consisting of 52 active employees and 45 inactive employees or their beneficiaries.

A direct employer payment toward the cost of OPEB benefits is referred to as an "explicit subsidy". In addition, if claims experience of employees and retirees are pooled when determining premiums, retiree premiums are based on a pool of members which, on average, are younger and healthier. For certain types of coverage such as medical insurance, this results in an "implicit subsidy" of retiree premiums by active employee premiums since the retiree premiums are lower than they would have been if retirees were insured separately. GASB Statement No. 75 and Actuarial Standards of Practice generally require that an implicit subsidy of retiree premium rates be valued as an OPEB liability.

Note 12: Other Post-Employment Benefits (Continued)

Contributions

The City Council establishes health care coverage rates each fiscal year by Memoranda of Understanding with the applicable employee bargaining units. The City currently pays the benefits as they come due on behalf of the beneficiaries. In addition, the City makes an additional voluntary contribution to the Trust at a rate set during the budget process. During FY 2022- 2023 the City paid $459,831 in post-employment healthcare costs directly to PERS and an additional contribution of $572,000 into the Trust during FY 2022-2023 for a total contribution amount of $1,031,831.

Net OPEB Liability

The City's net OPEB liability was measured as of June 30, 2023, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation dated June 30, 2023. Standard actuarial update procedures were used to project/discount from valuation to measurement date. The total OPEB liability was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless other specified:

Salary increases	3.00%
Investment rate of return	6.00%
Inflation	2.50%
Healthcare cost trend rates	
Pre-Medicare	5.00%
Medicare	10.55%

Actuarial Methods and Assumptions

Demographic actuarial assumptions used in the valuation are based on the CalPERS' 2021 Experience Study report issued in November 2021. The mortality improvement scale was updated from 80% Scale MP 2020 (published by the Society of Actuaries) to MacLeod Watts Scale, reflecting continued updates in available information. There were no changes between the measurement date and the report date that are expected to have a significant effect on the total OPEB liability.

The Trust published an expected return of 5.89% to 6.0%, reflecting updated long-term rates of returned provided by PARS in June 2023. The return rate was determined using a building-block method and best-estimate ranges of expected future real rates of return for each major asset class (expected returns, net of OPEB plan investment expense and inflation). These ranges are combined to produce the long-term expected rate of return by weighting the expected real rates of return by the target asset allocation percentage and by adding expected inflation. To achieve the goal set by the investment policy, plan assets will be managed to earn, on a long-term basis, a rate of return equal to or in excess of the target rate.

Discount Rate and Long-Term Expected Rate of Return

GASB Statement No. 75 allows the use of a discount rate that is up to the expected long-term rate of return on the assets in the OPEB trust set aside to pay benefits, if the plan sponsor makes regular contributions to the trust such that the assets are not depleted at any point in the future. If the OPEB plan's actuary determines that contributions are not sufficient to keep the trust funded, a blend of the long-term rate of return and the yield or index rate for 20-year, tax-exempt municipal bonds will be used for the periods when the trust funds are not sufficient to cover benefit payments. Based on this requirement, the discount rate used to measure the total OPEB liability is 6.00%.

Note 12: Other Post-Employment Benefits (Continued)

Changes in the OPEB Liability

The following table shows the changes in the net OPEB liability as follows:

Service Cost	$	459,669
Interest		790,303
Changes due to plan experience		(4,196,475)
Changes due to assumption changes		392,831
Benefit payments		(459,831)
Net change in total OPEB liability		(3,013,503)
Total OPEB liability - beginning		13,187,959
Total OPEB liability - ending (a)	$	10,174,456
Plan fiduciary net position		
Contributions - employer (1)	$	1,031,831
Net investment income		300,420
Change due to investment experience		144,868
Benefit payments (1)		(459,831)
Net Change in plan fiduciary net position		1,017,288
Plan fiduciary net position - beginning		4,814,509
Plan fiduciary net position - ending (b)		5,831,797
Net OPEB liability - ending (a) - (b)	$	4,342,659

(1) Amount includes implicit subsidy associated with benefits paid.

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the Net OPEB liability of the City, as well as what the net OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (5.00%) or 1 percentage point higher (7.00%) than the current discount rate:

	1% Decrease	Current	1% Increase
Net OPEB Liability	$ 5,775,565	$ 4,342,659	$ 3,170,583

Sensitivity of the Net OPEB Liability to Changes in the Health Care Trend Rates

The following presents the net OPEB liability, as well as what the net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1 percentage point lower (9.95% graded down to 2.90%) than the healthcare trend rate or 1 percentage point higher (11.95% graded down to 4.90%) than the current healthcare cost trend rates assumed to be 10.95% effective January 2024 and graded down to 3.90% for 20 years and 75 thereafter:

Note 12: Other Post-Employment Benefits (Continued)

	1% Decrease	Healthcare Cost Rate	1% Increase
Net OPEB liability	$ 2,744,150	$ 4,342,659	$ 5,629,421

OPEB Plan Fiduciary Net Position

Statement of Fiduciary Net Position - June 30, 2023

Assets	
Investments	
Managed account	$ 5,831,797
Total Assets	5,831,797
Net position restricted for post-employment benefits other than pensions	$ 5,831,797

Statement of Changes in Fiduciary Net Position for the Fiscal Year Ended June 30, 2023

Additions	
Employer Contributions (1)	$ 1,031,831
Investment income:	300,420
Change due to investment experience	144,868
Total Additions	1,477,119
Deductions	
Benefit payments (1)	(459,831)
Total Deductions	(459,831)
Net increase in net position	1,017,288
Net position restricted for post-employment benefits other than pensions	
Beginning of fiscal year	4,814,509
End of fiscal year	$ 5,831,797

(1) Includes $382,873 of pay-as-you-go contributions made from sources outside of the trust, plus an implicit subsidy amount of $76,958.

Note 12: Other Post-Employment Benefits (Continued)

Investments

The City's policy regarding the allocation of the plan's invested assets is established and may be amended by the management of the City. The primary objective is to maximize total Plan return, subject to the risk and quality constraints set forth in the investment guidelines. The investment objective the City has selected is the Balance Strategy, which seeks to provide growth of principal and income. The asset allocation ranges for this objective as of June 30, 2023, are listed below:

PARS Balanced HighMark Plus Portfolio

	Expected Rate of Return	
	Target Allocation	Target Allocation
Equity - Large Cap Core	32.00%	7.70%
Equity - Mid Cap Core	6.00%	8.00%
Equity - Small Cap Core	9.00%	8.50%
Equity - Real Estate	2.00%	6.60%
Equity - International	7.00%	7.50%
Equity - Emerging Markets	4.00%	7.50%
Fixed Income - Short Term Bond	6.75%	3.30%
Fixed Income - Intermediate Term Bond	27.00%	4.00%
Fixed Income - High Yield	1.25%	5.70%
Cash	5.00%	2.60%

Market conditions may cause the account's asset allocation to vary from the stated range from time to time. The investment manager (assisting the City) will rebalance the portfolio no less than quarterly and/or when the actual weighting differs substantially from the strategic range, if appropriate and consistent with the objectives.

For the fiscal year ended June 30, 2023, the annual money-weighted rate of return on investments, net of investment expense, was 6.90 percent. The money-weighted rate of return expresses investment performance, net of investment expense adjusted for the changing amounts invested.

Recognition of Deferred Outflows and Deferred Inflows of Resources

Gains and losses related to changes in total OPEB liability and fiduciary net position are recognized in OPEB expense systematically over time.

Amounts are first recognized in OPEB expense for the fiscal year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to OPEB and are to be recognized in future OPEB expense. Liability changes due to plan experience which differs from what was assumed in the prior measurement period and/or from assumption changes during the period are recognized over the OPEB plan's Expected Average Remaining Service Life (EARSL). EARSL periods used for changes arising in this current measurement period were seven years. Changes in the Fiduciary Net Position due to investment performance different from the assumed earnings rate are always recognized over 5 years. Liability changes attributable to benefit changes occurring during the period are recognized immediately.

Note 12: Other Post-Employment Benefits (Continued)

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the fiscal year ended June 30, 2023, the City recognized OPEB income of $149,335 and reported deferred outflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Change of Assumptions	$ 1,381,182	$ 371,960
Differences Between Expected and Actual Experience	759,851	3,552,844
Net Differences Between Projected and Actual Earnings on Investments	205,218	-
Total	$ 2,346,251	$ 3,924,804

Amounts reported as deferred outflows of resources related to OPEB will be recognized as expense as follows:

Fiscal Year Ended June 30:	Deferred Outflows (Inflows) of Resources
2024	(69,822)
2025	(94,689)
2026	(215,499)
2027	(400,205)
2028	(494,980)
Thereafter	(303,358)

Note 13: Conduit Debt Obligations

Financial Cooperation Agreements

The City from time to time has provided financial assistance to health care providers for the acquisition of equipment and facilities deemed to be in the public interest. The agreements are secured by the property financed and are payable solely from payments received on the underlying security liens. Upon repayment of the debt, ownership of the property transfers to the private-sector entity served by the loan agreement, neither the Agency, the City of Duarte, nor any political subdivision thereof is obligated in any manner for repayment of the debt. Accordingly, such debt is not reported as liabilities in the accompanying financial statements.

Note 14: Commitments and Contingencies

Grant Audits

Under the terms of federal and state grants, periodic audits are required, and certain costs may be questioned as not being appropriate expenditures under the terms of the grants. Such audits could lead to reimbursement to the grantor agencies. City Management believes disallowance, if any, will be immaterial.

Memorandum of Understanding with Foothill Transit

On September 21, 2017, the City entered into a memorandum of understanding (MOU) with Foothill Transit (Transit) in which Transit will purchase three electric 35-foot electric buses for operation of the City's transit service. The City reimbursed the cost of two of the buses utilizing Prop A funds. The City will reimburse Transit for the cost of the third bus through monthly payments financed over a period of ten years at an annual interest rate of three percent. On April 1, 2019, the third bus was acquired by Transit for a base cost of $731,908 with interest over the next ten years of $116,175 for a total cost of $848,083. There is a monthly payment of both principal and interest totaling $7,067.

The MOU has an initial base term of four years, with two three-year extensions. If the MOU is not extended and is terminated before the end of the ten-year financing period, the City will have the choice of either continuing the financing of the bus, paying the remaining balance on the bus; or transferring the ownership of the bus to Transit, who would then reimburse the City for the amount paid to date.

Contractual Commitments

On July 1, 2023, the City entered into a contract with the Los Angeles Sheriff's Department to provide city law enforcement services for the 2022-2023 fiscal year for an estimated cost of $5.4 million.

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	**Final**	**Amounts**	**(Negative)**
Budgetary Fund Balance, July 1	$ 28,094,578	$ 28,094,578	$ 28,094,578	$ -
Resources (Inflows):				
Taxes	15,455,000	15,455,000	15,695,783	240,783
Licenses and permits	1,858,000	1,858,000	1,385,144	(472,856)
Intergovernmental	5,415,800	5,415,800	5,894,732	478,932
Charges for services	431,900	431,900	441,546	9,646
Use of money and property	114,000	114,000	387,361	273,361
Fines and forfeitures	310,000	310,000	454,635	144,635
Miscellaneous	255,500	255,500	601,234	345,734
Lease proceeds	-	-	744,157	744,157
Transfers in	700,200	700,200	773,739	73,539
Amounts Available for Appropriations	**52,634,978**	**52,634,978**	**54,472,909**	**1,837,931**
Charges to Appropriations (Outflows):				
Current:				
General government	6,772,720	7,150,100	6,456,386	693,714
Safety	6,914,091	6,916,616	6,830,732	85,884
Development	3,196,500	3,219,600	2,695,700	523,900
Recreation and cultural	2,781,800	2,974,800	3,029,965	(55,165)
Capital outlay	2,597,209	2,320,592	2,473,505	(152,913)
Debt service:				
Principal retirement	235,564	235,564	235,536	28
Interest and fiscal charges	12,717	12,717	12,763	(46)
Transfers out	771,200	846,200	756,958	89,242
Total Charges to Appropriations	**23,281,801**	**23,676,189**	**22,491,545**	**1,184,644**
Budgetary Fund Balance, June 30	**$ 29,353,177**	**$ 28,958,789**	**$ 31,981,364**	**$ 3,022,575**

See Note to Required Supplementary Information

Cost Sharing Multiple-Employer Defined Benefit Pension Plan
Last 10 Fiscal Years (*)

SCHEDULE OF THE CITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY

	FY 15 Measurement Date June 30, 2014	FY 16 Measurement Date June 30, 2015	FY 17 Measurement Date June 30, 2016	FY 18 Measurement Date June 30, 2017	FY 19 Measurement Date June 30, 2018
City's proportion of the net pension liability	0.30890%	0.291010%	0.30027%	0.29560%	0.28309%
City's proportionate share of the net pension liability	$ 8,486,349	$ 10,578,290	$ 12,675,786	$ 14,098,986	$ 13,503,297
City's covered payroll	$ 2,467,539	$ 3,706,684	$ 3,970,085	$ 4,047,472	$ 4,004,164
City's proportionate share of the net pension liability as a percentage of it's covered payroll	343.9%	285.4%	319.3%	348.3%	337.2%
Plan's fiduciary net position as a percentage of the total pension liability	78.40%	79.82%	75.87%	73.31%	77.69%

	FY 20 Measurement Date June 30, 2019	FY 21 Measurement Date June 30, 2020	FY 22 Measurement Date June 30, 2021	FY 23 Measurement Date June 30, 2022
City's proportion of the net pension liability	0.27900%	0.27813%	0.27327%	0.24768%
City's proportionate share of the net pension liability	$ 14,091,516	$ 15,108,868	$ 9,811,894	$ 17,488,020
City's covered payroll	$ 4,272,731	$ 4,338,950	$ 4,381,600	$ 3,985,824
City's proportionate share of the net pension liability as a percentage of it's covered payroll	329.8%	348.2%	223.9%	438.8%
Plan's fiduciary net position as a percentage of the total pension liability	77.73%	77.71%	90.49%	78.19%

CITY OF DUARTE

REQUIRED SUPPLEMENTARY INFORMATION
JUNE 30, 2023

Cost Sharing Multiple-Employer Defined Benefit Pension Plan
Last 10 Fiscal Years (*)

SCHEDULE OF THE CITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY (Continued)

Notes to the Schedule:

In Fiscal Year 2016-17, the discount rate for the PERF C was lowered from 7.65 percent to 7.15 percent. Deferred outflows of resources for changes of assumptions represented the unamortized portion of this assumption change.

In fiscal year 2022-2023, the discount rate was lowered from 7.15 percent to 6.90 percent.

*Fiscal year 2015 was the 1st year of implementation, therefore, only nine years are shown.

Cost Sharing Multiple-Employer Defined Benefit Pension Plan
Last 10 Fiscal Years (*)

SCHEDULE OF PENSION CONTRIBUTIONS

	Measurement Date June 30, 2014 Miscellaneous	Measurement Date June 30, 2015 Miscellaneous	Measurement Date June 30, 2016 Miscellaneous	Measurement Date June 30, 2017 Miscellaneous	Measurement Date June 30, 2018 Miscellaneous
Actuarially determined contribution (a)	$ 262,412	$ 285,477	$ 400,604	$ 421,885	$ 449,981
Contribution in relation to the actuarially determined contribution (b)	(262,412)	(285,477)	(400,604)	(421,885)	(449,981)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
Covered payroll (c)	$ 2,352,312	$ 2,467,539	$ 3,706,684	$ 3,970,085	$ 4,047,472
Contributions as a percentage of covered payroll	11.16%	11.57%	10.81%	10.63%	11.12%

	Measurement Date June 30, 2019 Miscellaneous	Measurement Date June 30, 2020 Miscellaneous	Measurement Date June 30, 2021 Miscellaneous	Measurement Date June 30, 2022 Miscellaneous
Actuarially determined contribution (a)	$ 459,105	$ 537,636	$ 525,340	$ 505,435
Contribution in relation to the actuarially determined contribution (b)	(459,105)	(537,636)	(525,340)	(505,435)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -
Covered payroll (c)	$ 4,004,164	$ 4,272,231	$ 4,338,950	$ 4,381,600
Contributions as a percentage of covered payroll	11.47%	12.58%	12.11%	11.54%

(a) Historical information is required only for measurement periods for which GASB Statement No. 68 is applicable.

(b) Some employers may choose to make additional contributions towards their unfunded liability. Contributions for such plans exceed the actuarially determined contributions.

(c) Covered payroll represented above is based on pensionable earnings provided by the employer. However, GASB 68 defines covered payroll as the total payroll of employee’s pension plan. Accordingly, if pensionable earnings are different that total earnings for covered-employees, the employer should display in the disclosure footnotes the payroll based on total earnings for the covered group and recalculate the required payroll-related ratios.

Cost Sharing Multiple-Employer Defined Benefit Pension Plan
Last 10 Fiscal Years (*)

SCHEDULE OF PENSION CONTRIBUTIONS (Continued)

Notes to Schedule

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal year 2021-2022 were from June 30, 2021 public agency valuations.

Actuarial cost method	Entry age normal cost method
Amortization method	Level percent of payroll
Average remaining period	18 years as of the valuation date
Asset valuation method	30-year direct rate smoothing
Actuarial assumptions	
Discount rate	6.90%
Inflation	2.30%
Projected salary increases	Varies by entry age and service
Payroll growth	2.75%
Individual salary growth	A merit scale varying in duration of employment coupled with an assumed annual inflation growth of 2.5% and an annual production growth of 0.25%
Retirement age	The probabilities of retirement are based on the 2015 CalPERS experience study for the period 1997 to 2011.
Mortality	The probabilities of mortality are based on CalPERS' specific data. The rate incorporates Generational Mortality to capture ongoing mortality improvement using 80% of Scale MP 2020 published by the Society of Actuaries. For more details, please refer to the 2021 experience study that can be found on the CalPERS website.

* Fiscal year 2015 was the 1st year of implementation, therefore, only nine years are shown.

REQUIRED SUPPLEMENTARY INFORMATION
JUNE 30, 2023

SCHEDULE OF CHANGES IN THE NET OPEB LIABILITY AND RELATED RATIOS
Last Ten Fiscal Years*

	Measurement Period					
	2018	2019	2020	2021	2022	2023
Total OPEB Liability						
Service cost	$ 258,408	$ 266,160	$ 327,023	$ 389,582	$ 447,366	$ 459,669
Interest on the total OPEB liability	464,777	495,518	575,620	633,116	748,420	790,303
Differences between expected and actual experience	983,161	65,900	-	1,285,548	35,353	-
Changes of assumptions	-	2,167,125	(331,435)	(419,273)	583,430	392,831
Changes due to plan experience	-	-	-	-	-	(4,196,475)
Benefit payments (1)	(662,583)	(359,809)	(365,155)	(431,406)	(462,219)	(459,831)
Net change in total OPEB liability	1,043,763	2,634,894	206,053	1,457,567	1,352,350	(3,013,503)
Total OPEB liability - beginning	6,493,332	7,537,095	10,171,989	10,378,042	11,835,609	13,187,959
Total OPEB liability - ending (a)	$ 7,537,095	$10,171,989	$10,378,042	$11,835,609	$13,187,959	$10,174,456
Plan Fiduciary Net Position						
Contribution - employer (1)	$ 915,033	$ 651,809	$ 741,655	$ 876,406	$ 868,219	$ 1,031,831
Net Increase (decrease) in fair value of investments	189,196	176,444	81,965	996,936	(688,055)	300,420
Benefit payments (1)	(662,583)	(359,809)	(365,155)	(431,406)	(462,219)	(459,831)
Change due to investment experience	-	-	-	-	-	144,868
Administrative expense	(13,347)	-	-	(24,255)	(29,705)	-
Net Change in plan fiduciary net position	428,299	468,444	458,465	1,417,681	(311,760)	1,017,288
Plan fiduciary net position - beginning	2,353,380	2,781,679	3,250,123	3,708,588	5,126,269	4,814,509
Plan fiduciary net position - ending (b)	$ 2,781,679	$ 3,250,123	$ 3,708,588	$ 5,126,269	$ 4,814,509	$ 5,831,797
Net OPEB liability (a) - (b)	$ 4,755,416	$ 6,921,866	$ 6,669,454	$ 6,709,340	$ 8,373,450	$ 4,342,659
Plan fiduciary net position as a percentage of total OPEB liability	36.91%	31.95%	35.73%	43.31%	36.51%	57.32%
Covered-employee payroll	$ 4,211,793	$ 3,926,264	$ 4,325,247	$ 3,579,723	$ 3,613,652	$ 4,422,484
Net OPEB liability as a percentage of covered-employee payroll	112.91%	176.30%	154.20%	187.43%	231.72%	98.20%

(1): Amount includes implicit subsidy associated with benefits paid.
*Fiscal Year 2018 was the 1st year of implementation therefore only 6 years are shown.

SCHEDULE OF OPEB CONTRIBUTIONS
Last Ten Fiscal Years*

	Fiscal Year 6/30/2018	Fiscal Year 6/30/2019	Fiscal Year 6/30/2020	Fiscal Year 6/30/2021	Fiscal Year 6/30/2022	Fiscal Year 6/30/2023
Contractually Determined Contribution (CDC)	$1,491,134	$ 782,535	$ 803,739	$ 876,406	$ 868,219	$1,031,831
Contributions in relation to the CDC	(915,033)	(651,809)	(741,655)	(876,406)	(868,219)	(1,031,831)
Contribution deficiency (excess)	$ 576,101	$ 130,726	$ 62,084	$ -	$ -	$ -
Covered-employee payroll	$4,211,793	$3,926,264	$4,325,247	$3,579,723	$3,613,652	$4,422,484
Contributions as a percentage of covered-employee payroll	21.73%	16.60%	17.15%	24.48%	24.03%	23.33%

*Fiscal Year 2018 was the 1st year of implementation therefore only 6 years are shown.

NOTE TO REQUIRED SUPPLEMENTARY INFORMATION
JUNE 30, 2023

Note 1: Budgets and Budgetary Accounting

The City adopts an annual budget prepared in accordance with accounting principles generally accepted in the United States of America and on the modified accrual basis of accounting for its governmental funds. The City Manager or designee is authorized to transfer budgeted amounts between the accounts of any department. Any revisions that alter the total appropriations of any department or fund must be approved by the City Council. Prior year appropriations lapse unless they are approved for carryover into the following fiscal year. Expenditures may not legally exceed appropriations at the fund level.

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
COMMUNITY IMPROVEMENT CAPITAL PROJECTS FUND
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 330,180	$ 330,180	$ 330,180	$ -
Resources (Inflows):				
Intergovernmental	1,951,000	1,951,000	582,046	(1,368,954)
Use of money and property	700	700	13,625	12,925
Amounts Available for Appropriations	2,281,880	2,281,880	925,851	(1,356,029)
Charges to Appropriations (Outflows):				
Transportation	150,000	150,000	-	150,000
Capital outlay	1,801,000	1,801,000	114,000	1,687,000
Total Charges to Appropriations	1,951,000	1,951,000	114,000	1,837,000
Budgetary Fund Balance, June 30	$ 330,880	$ 330,880	$ 811,851	$ 480,971

See Note to Required Supplementary Information

CITY OF DUARTE

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
JUNE 30, 2023

	Special Revenue Funds			
	State Gasoline Tax	Lighting and Landscaping	Community Development Block Grant	Supplemental Law Enforcement
Assets:				
Pooled cash and investments	$ 2,226,277	$ 198,955	$ -	$ 11,613
Receivables:				
Taxes	47,817	16,223	-	-
Grants	-	-	37,681	-
Total Assets	**$ 2,274,094**	**$ 215,178**	**$ 37,681**	**$ 11,613**
Liabilities and Fund Balances:				
Liabilities:				
Accounts payable	$ 108,779	$ 118,533	$ 1,539	$ 11,613
Accrued liabilities	-	-	-	-
Retention payable	15,732	-	30,094	-
Due to other funds	-	-	6,048	-
Total Liabilities	**124,511**	**118,533**	**37,681**	**11,613**
Fund Balances:				
Restricted for:				
Development projects	-	96,645	-	-
Recreation and culture	-	-	-	-
Transportation	2,149,583	-	-	-
Unassigned	-	-	-	-
Total Fund Balances (deficits)	**2,149,583**	**96,645**	**-**	**-**
Total Liabilities and Fund Balances	**$ 2,274,094**	**$ 215,178**	**$ 37,681**	**$ 11,613**

(Continued)

CITY OF DUARTE

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
JUNE 30, 2023

	Special Revenue Funds			
	Air Quality Management	Measure M	Quimby Act	Prop A Transit
Assets:				
Pooled cash and investments	$ 143,745	$ 1,081,960	$ 68,861	$ 1,012,308
Receivables:				
Taxes	-	-	-	-
Grants	7,090	-	-	-
Total Assets	**$ 150,835**	**$ 1,081,960**	**$ 68,861**	**$ 1,012,308**
Liabilities and Fund Balances:				
Liabilities:				
Accounts payable	$ -	$ -	$ -	$ 63,118
Accrued liabilities	-	-	-	297
Retention payable	-	-	-	-
Due to other funds	-	-	-	-
Total Liabilities	**-**	**-**	**-**	**63,415**
Fund Balances:				
Restricted for:				
Development projects	-	-	-	-
Recreation and culture	-	-	68,861	-
Transportation	150,835	1,081,960	-	948,893
Unassigned	-	-	-	-
Total Fund Balances (deficits)	**150,835**	**1,081,960**	**68,861**	**948,893**
Total Liabilities and Fund Balances	**$ 150,835**	**$ 1,081,960**	**$ 68,861**	**$ 1,012,308**

(Continued)

CITY OF DUARTE

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
JUNE 30, 2023

	Special Revenue Funds			
	Housing Authority	Prop C Transit	PEG	Measure R LR Transit
Assets:				
Pooled cash and investments	$ 2,053,300	$ 313,161	$ 34,858	$ 679,832
Receivables:				
Taxes	-	-	-	-
Grants	-	-	7,666	-
Total Assets	**$ 2,053,300**	**$ 313,161**	**$ 42,524**	**$ 679,832**
Liabilities and Fund Balances:				
Liabilities:				
Accounts payable	$ -	$ 51,962	$ 1,256	$ -
Accrued liabilities	-	243	-	-
Retention payable	-	-	-	27,584
Due to other funds	-	-	-	-
Total Liabilities	**-**	**52,205**	**1,256**	**27,584**
Fund Balances:				
Restricted for:				
Development projects	2,053,300	-	41,268	-
Recreation and culture	-	-	-	-
Transportation	-	260,956	-	652,248
Unassigned	-	-	-	-
Total Fund Balances (deficits)	**2,053,300**	**260,956**	**41,268**	**652,248**
Total Liabilities and Fund Balances	**$ 2,053,300**	**$ 313,161**	**$ 42,524**	**$ 679,832**

(Continued)

CITY OF DUARTE

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
JUNE 30, 2023

	Special Revenue Funds				
	Park Dev	Measure W	SB1/ RMRA	Bicycle and Pedestrian	Low and Moderate Housing
Assets:					
Pooled cash and investments	$ -	$ 342,985	$ 865,741	$ -	$ 3,218,326
Receivables:					
Taxes	-	-	-	-	-
Grants	14,146	-	84,772	-	-
Land held for resale	-	-	-	-	881,753
Total Assets	$ **14,146**	$ **342,985**	$ **950,513**	$ **-**	$ **4,100,079**
Liabilities and Fund Balances:					
Liabilities:					
Accounts payable	$ 10,818	$ -	$ 88,196	$ -	$ -
Accrued liabilities	-	-	-	-	-
Retention payable	-	-	19,649	-	-
Due to other funds	22,136	-	-	-	-
Total Liabilities	**32,954**	**-**	**107,845**	**-**	**-**
Fund Balances:					
Restricted for:					
Development projects	-	342,985	-	-	4,100,079
Recreation and culture	-	-	-	-	-
Transportation	-	-	842,668	-	-
Unassigned	(18,808)	-	-	-	-
Total Fund Balances (deficits)	**(18,808)**	**342,985**	**842,668**	**-**	**4,100,079**
Total Liabilities and Fund Balances	$ **14,146**	$ **342,985**	$ **950,513**	$ **-**	$ **4,100,079**

(Continued)

CITY OF DUARTE

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
JUNE 30, 2023

	Capital Project Fund	Debt Service Funds		
	Inclusionary Housing	Town Center Debt Service	Infrastructure Debt Service	Total Nonmajor Governmental Funds
Assets:				
Pooled cash and investments	$ 538,092	$ -	$ -	$ 12,790,014
Receivables:				
Taxes	-	-	-	64,040
Grants	-	-	-	151,355
Land held for resale	-	-	-	881,753
Total Assets	**$ 538,092**	**$ -**	**$ -**	**$ 13,887,162**
Liabilities and Fund Balances:				
Liabilities:				
Accounts payable	$ -	$ -	$ -	$ 455,814
Accrued liabilities	-	-	-	540
Retention payable	-	-	-	93,059
Due to other funds	-	-	-	28,184
Total Liabilities	**-**	**-**	**-**	**577,597**
Fund Balances:				
Restricted for:				
Development projects	538,092	-	-	7,172,369
Recreation and culture	-	-	-	68,861
Transportation	-	-	-	6,087,143
Unassigned	-	-	-	(18,808)
Total Fund Balances (deficits)	**538,092**	**-**	**-**	**13,309,565**
Total Liabilities and Fund Balances	**$ 538,092**	**$ -**	**$ -**	**$ 13,887,162**

CITY OF DUARTE

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES (DEFICITS) NONMAJOR GOVERNMENTAL FUNDS (CONTINUED) FOR THE FISCAL YEAR ENDED JUNE 30, 2023

	Special Revenue Funds			
	State Gasoline Tax	Lighting and Landscaping	Community Development Block Grant	Supplemental Law Enforcement
Revenues:				
Assessments	$ -	$ 1,001,446	$ -	$ -
Intergovernmental	548,865	-	638,865	165,271
Charges for services	-	-	-	-
Use of money and property	40,616	-	-	655
Miscellaneous	-	24,700	-	-
Total Revenues	**589,481**	**1,026,146**	**638,865**	**165,926**
Expenditures:				
Current:				
Safety	-	-	-	165,926
Development	-	1,224,998	-	-
Transportation	555,642	-	-	-
Capital outlay	-	-	637,102	-
Debt service:				
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	**555,642**	**1,224,998**	**637,102**	**165,926**
Excess (Deficiency) of Revenues Over (Under) Expenditures	33,839	(198,852)	1,763	-
Other Financing Sources: (Uses):				
Transfers in	-	536,121	-	-
Transfers out	(111,129)	(343,200)	-	-
Total Other Financing Sources (Uses)	**(111,129)**	**192,921**	**-**	**-**
Net Changes in Fund Balances	(77,290)	(5,931)	1,763	-
Fund Balances (Deficits), Beginning of Fiscal Year	2,226,873	102,576	(1,763)	-
Fund Balances (Deficits), End of Fiscal Year	$ **2,149,583**	$ **96,645**	$ **-**	$ **-**

(Continued)

CITY OF DUARTE

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES (DEFICITS) NONMAJOR GOVERNMENTAL FUNDS (CONTINUED) FOR THE FISCAL YEAR ENDED JUNE 30, 2023

	Special Revenue Funds			
	Air Quality Management	Measure M	Quimby Act	Prop A Transit
Revenues:				
Assessments	$ -	$ -	$ -	$ -
Intergovernmental	35,119	396,784	-	563,991
Charges for services	-	-	-	-
Use of money and property	2,490	17,192	1,213	18,000
Miscellaneous	-	-	-	19,696
Total Revenues	**37,609**	**413,976**	**1,213**	**601,687**
Expenditures:				
Current:				
Safety	-	-	-	-
Development	-	-	-	-
Transportation	-		-	467,758
Capital outlay	3,105	-	-	46,646
Debt service:				
Principal retirement	15,766	-	-	-
Interest and fiscal charges	443	-	-	-
Total Expenditures	**19,314**	**-**	**-**	**514,404**
Excess (Deficiency) of Revenues Over (Under) Expenditures	18,295	413,976	1,213	87,283
Other Financing Sources: (Uses):				
Transfers in	-	-	-	-
Transfers out	-	-	-	(46,800)
Total Other Financing Sources (Uses)	**-**	**-**	**-**	**(46,800)**
Net Changes in Fund Balances	18,295	413,976	1,213	40,483
Fund Balances (Deficits), Beginning of Fiscal Year	132,540	667,984	67,648	908,410
Fund Balances (Deficits), End of Fiscal Year	$ **150,835**	$ **1,081,960**	$ **68,861**	$ **948,893**

(Continued)

CITY OF DUARTE

COMBINING STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES (DEFICITS)
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

	Special Revenue Funds			
	Housing Authority	**Prop C Transit**	**PEG**	**Measure R LR Transit**
Revenues:				
Assessments	$ -	$ -	$ -	$ -
Intergovernmental	-	467,814	-	350,760
Charges for services	-	-	31,951	-
Use of money and property	75,238	5,600	564	17,630
Miscellaneous	-	16,114	-	-
Total Revenues	**75,238**	**489,528**	**32,515**	**368,390**
Expenditures:				
Current:				
Safety	-	-	-	-
Development	22,327	-	-	-
Transportation	-	379,556	-	-
Capital outlay	-	38,165	40,377	584,068
Debt service:				
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	**22,327**	**417,721**	**40,377**	**584,068**
Excess (Deficiency) of Revenues Over (Under) Expenditures	52,911	71,807	(7,862)	(215,678)
Other Financing Sources: (Uses):				
Transfers in	-	-	-	-
Transfers out	-	(38,101)	-	(116,814)
Total Other Financing Sources (Uses)	**-**	**(38,101)**	**-**	**(116,814)**
Net Changes in Fund Balances	52,911	33,706	(7,862)	(332,492)
Fund balances (Deficits), Beginning of Fiscal Year	2,000,389	227,250	49,130	984,740
Fund Balances (Deficits), End of Fiscal Year	$ **2,053,300**	$ **260,956**	$ **41,268**	$ **652,248**

(Continued)

CITY OF DUARTE

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES (DEFICITS) NONMAJOR GOVERNMENTAL FUNDS (CONTINUED) FOR THE FISCAL YEAR ENDED JUNE 30, 2023

	Special Revenue Funds				
	Park Dev	Measure W	SB1/ RMRA	Bicycle and Pedestrian	Low and Moderate Housing
Revenues:					
Assessments	$ -	$ -	$ -	$ -	$ -
Intergovernmental	19,294	252,208	483,777	-	-
Charges for services	-	-	-	-	-
Use of money and property	-	3,839	17,332	-	56,742
Miscellaneous	-	-	-	-	-
Total Revenues	**19,294**	**256,047**	**501,109**	**-**	**56,742**
Expenditures:					
Current:					
Safety	-	-	-	-	-
Development	-	89,764	-	-	8,495
Transportation	-	-	-	-	-
Capital outlay	38,102	14,055	417,482	-	-
Debt service:					
Principal retirement	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-
Total Expenditures	**38,102**	**103,819**	**417,482**	**-**	**8,495**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(18,808)	152,228	83,627	-	48,247
Other Financing Sources: (Uses):					
Transfers in	-	-	-	53	-
Transfers out	-	-	(83,560)	-	-
Total Other Financing Sources (Uses)	**-**	**-**	**(83,560)**	**53**	**-**
Net Changes in Fund Balances	(18,808)	152,228	67	53	48,247
Fund balances (Deficits), Beginning of Fiscal Year	-	190,757	842,601	(53)	4,051,832
Fund Balances (Deficits), End of Fiscal Year	$ **(18,808)**	$ **342,985**	$ **842,668**	$ **-**	$ **4,100,079**

(Continued)

CITY OF DUARTE

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES (DEFICITS) NONMAJOR GOVERNMENTAL FUNDS (CONTINUED) FOR THE FISCAL YEAR ENDED JUNE 30, 2023

	Capital Project Fund	Debt Service Funds		Total
	Inclusionary Housing	Town Center Debt Service	Infrastructure Debt Service	Nonmajor Governmental Funds
Revenues:				
Assessments	$ -	$ -	$ -	$ 1,001,446
Intergovernmental	-	-	-	3,922,748
Charges for services	-	-	-	31,951
Use of money and property	9,483	71	-	266,665
Miscellaneous	-	-	-	60,510
Total Revenues	**9,483**	**71**	**-**	**5,283,320**
Expenditures:				
Current:				
Safety	-	-	-	165,926
Development	-	-	-	1,345,584
Transportation	-	-	-	1,402,956
Capital outlay	-	-	-	1,819,102
Debt service:				
Principal retirement	-	74,764	161,834	252,364
Interest and fiscal charges	-	751	59,003	60,197
Total Expenditures	**-**	**75,515**	**220,837**	**5,046,129**
Excess (Deficiency) of Revenues Over (Under) Expenditures	9,483	(75,444)	(220,837)	237,191
Other Financing Sources: (Uses):				
Transfers in	-	-	220,837	757,011
Transfers out	-	(34,188)	-	(773,792)
Total Other Financing Sources (Uses)	**-**	**(34,188)**	**220,837**	**(16,781)**
Net Changes in Fund Balances	9,483	(109,632)	-	220,410
Fund balances (Deficits), Beginning of Fiscal Year	528,609	109,632	-	13,089,155
Fund Balances (Deficits), End of Fiscal Year	$ **538,092**	$ **-**	$ **-**	$ **13,309,565**

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
STATE GASOLINE TAX
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

	Budget Amounts Original	Budget Amounts Final	Actual Amounts	Variance with Final Budget Positive (Negative)
Budgetary Fund Balance, July 1	$ 2,226,873	$ 2,226,873	$ 2,226,873	$ -
Resources (Inflows):				
Intergovernmental	625,600	625,600	548,865	(76,735)
Use of money and property	2,800	2,800	40,616	37,816
Amounts Available for Appropriations	2,855,273	2,855,273	2,816,354	(38,919)
Charges to Appropriations (Outflows):				
Transportation	591,000	724,000	555,642	168,358
Capital outlay	10,000	10,000	-	10,000
Transfers out	120,200	147,200	111,129	36,071
Total Charges to Appropriations	721,200	881,200	666,771	214,429
Budgetary Fund Balance, June 30	$ 2,134,073	$ 1,974,073	$ 2,149,583	$ 175,510

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
LIGHTING AND LANDSCAPING
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 102,576	$ 102,576	$ 102,576	$ -
Resources (Inflows):				
Assessments	986,500	986,500	1,001,446	14,946
Miscellaneous	-	25,000	24,700	(300)
Transfers in	550,300	625,300	536,121	(89,179)
Amounts Available for Appropriations	1,639,376	1,739,376	1,664,843	(74,533)
Charges to Appropriations (Outflows):				
Development	1,245,100	1,345,100	1,224,998	120,102
Transfers out	343,200	343,200	343,200	-
Total Charges to Appropriations	1,588,300	1,688,300	1,568,198	120,102
Budgetary Fund Balance, June 30	$ 51,076	$ 51,076	$ 96,645	$ 45,569

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
COMMUNITY DEVELOPMENT BLOCK GRANT
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance (Deficit), July 1	$ (1,763)	$ (1,763)	$ (1,763)	$ -
Resources (Inflows):				
Intergovernmental	750,000	750,000	638,865	(111,135)
Amounts Available for Appropriations	748,237	748,237	637,102	(111,135)
Charges to Appropriations (Outflows):				
Capital outlay	750,000	750,000	637,102	112,898
Total Charges to Appropriations	750,000	750,000	637,102	112,898
Budgetary Fund Balance, June 30	$ (1,763)	$ (1,763)	$ -	$ 1,763

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
SUPPLEMENTAL LAW ENFORCEMENT
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ -	$ -	$ -	$ -
Resources (Inflows):				
Intergovernmental	160,000	160,000	165,271	5,271
Use of money and property	100	100	655	555
Amounts Available for Appropriations	160,100	160,100	165,926	5,826
Charges to Appropriations (Outflows):				
Safety	160,100	160,100	165,926	(5,826)
Total Charges to Appropriations	160,100	160,100	165,926	(5,826)
Budgetary Fund Balance, June 30	$ -	$ -	$ -	$ -

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
AIR QUALITY MANAGEMENT DISTRIBUTION
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 132,540	$ 132,540	$ 132,540	$ -
Resources (Inflows):				
Intergovernmental	28,000	28,000	35,119	7,119
Use of money and property	200	200	2,490	2,290
Amounts Available for Appropriations	160,740	160,740	170,149	9,409
Charges to Appropriations (Outflows):				
Capital outlay	4,191	4,191	3,105	1,086
Debt service:				
Principal retirement	15,766	15,766	15,766	-
Interest and fiscal charges	443	443	443	-
Total Charges to Appropriations	20,400	20,400	19,314	1,086
Budgetary Fund Balance, June 30	$ 140,340	$ 140,340	$ 150,835	$ 10,495

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
MEASURE M
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 667,984	$ 667,984	$ 667,984	$ -
Resources (Inflows):				
Intergovernmental	369,100	369,100	396,784	27,684
Use of money and property	500	500	17,192	16,692
Amounts Available for Appropriations	1,037,584	1,037,584	1,081,960	44,376
Budgetary Fund Balance, June 30	$ 1,037,584	$ 1,037,584	$ 1,081,960	$ 44,376

.

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
QUIMBY ACT
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 67,648	$ 67,648	$ 67,648	$ -
Resources (Inflows):				
Use of money and property	100	100	1,213	1,113
Amounts Available for Appropriations	67,748	67,748	68,861	1,113
Budgetary Fund Balance, June 30	$ 67,748	$ 67,748	$ 68,861	$ 1,113

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
PROPOSITION A TRANSIT
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 908,410	$ 908,410	$ 908,410	$ -
Resources (Inflows):				
Intergovernmental	561,500	561,500	563,991	2,491
Use of money and property	1,600	1,600	18,000	16,400
Miscellaneous	-	-	19,696	19,696
Amounts Available for Appropriations	1,471,510	1,471,510	1,510,097	38,587
Charges to Appropriations (Outflows):				
Transportation	414,300	470,900	467,758	3,142
Capital outlay	46,700	46,700	46,646	54
Transfers out	46,800	46,800	46,800	-
Total Charges to Appropriations	507,800	564,400	561,204	3,196
Budgetary Fund Balance, June 30	$ 963,710	$ 907,110	$ 948,893	$ 41,783

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
HOUSING AUTHORITY
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 2,000,389	$ 2,000,389	$ 2,000,389	$ -
Resources (Inflows):				
Use of money and property	2,000	2,000	75,238	73,238
Amounts Available for Appropriations	2,002,389	2,002,389	2,075,627	73,238
Charges to Appropriations (Outflows):				
Development	90,200	90,200	22,327	67,873
Total Charges to Appropriations	90,200	90,200	22,327	67,873
Budgetary Fund Balance, June 30	$ 1,912,189	$ 1,912,189	$ 2,053,300	$ 141,111

.

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
PROPOSITION C TRANSIT
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 227,250	$ 227,250	$ 227,250	$ -
Resources (Inflows):				
Intergovernmental	434,200	434,200	467,814	33,614
Use of money and property	400	400	5,600	5,200
Miscellaneous	-	-	16,114	16,114
Amounts Available for Appropriations	661,850	661,850	716,778	54,928
Charges to Appropriations (Outflows):				
Transportation	342,400	382,400	379,556	2,844
Capital outlay	38,200	38,200	38,165	35
Transfers out	38,100	38,100	38,101	(1)
Total Charges to Appropriations	418,700	458,700	455,822	2,878
Budgetary Fund Balance, June 30	$ 243,150	$ 203,150	$ 260,956	$ 57,806

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
PEG
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 49,130	$ 49,130	$ 49,130	$ -
Resources (Inflows):				
Charges for services	33,000	33,000	31,951	(1,049)
Use of money and property	-	-	564	564
Amounts Available for Appropriations	82,130	82,130	81,645	(485)
Charges to Appropriations (Outflow):				
Capital outlay	-	45,000	40,377	4,623
Total Charges to Appropriations	-	45,000	40,377	4,623
Budgetary Fund Balance, June 30	$ 82,130	$ 37,130	$ 41,268	$ 4,138

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
MEASURE R LR TRANSIT
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 984,740	$ 984,740	$ 984,740	$ -
Resources (Inflows):				
Intergovernmental	325,700	325,700	350,760	25,060
Use of money and property	1,700	1,700	17,630	15,930
Amounts Available for Appropriations	1,312,140	1,312,140	1,353,130	40,990
Charges to Appropriations (Outflows):				
Capital outlay	550,000	582,000	584,068	(2,068)
Transfers out	110,000	116,000	116,814	(814)
Total Charges to Appropriations	660,000	698,000	700,882	(2,882)
Budgetary Fund Balance, June 30	$ 652,140	$ 614,140	$ 652,248	$ 38,108

BUDGETARY COMPARISON SCHEDULE
PARK DEVELOPMENT
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ -	$ -	$ -	$ -
Resources (Inflows):				
Intergovernmental	576,000	576,000	19,294	(556,706)
Amounts Available for Appropriations	576,000	576,000	19,294	(556,706)
Charges to Appropriations (Outflow):				
Capital outlay	576,000	576,000	38,102	537,898
Total Charges to Appropriations	576,000	576,000	38,102	537,898
Budgetary Fund Balance (Deficit), June 30	$ -	$ -	$ (18,808)	$ (18,808)

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
MEASURE W
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 190,757	$ 190,757	$ 190,757	$ -
Resources (Inflows):				
Intergovernmental	250,000	250,000	252,208	2,208
Use of money and property	-	-	3,839	3,839
Amounts Available for Appropriations	440,757	440,757	446,804	6,047
Charges to Appropriations (Outflows):				
Development	14,000	14,000	89,764	(75,764)
Capital outlay	400,000	400,000	14,055	385,945
Total Charges to Appropriations	414,000	414,000	103,819	310,181
Budgetary Fund Balance, June 30	$ 26,757	$ 26,757	$ 342,985	$ 316,228

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
SB1/RMRA
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 842,601	$ 842,601	$ 842,601	$ -
Resources (Inflows):				
Intergovernmental	489,100	489,100	483,777	(5,323)
Use of money and property	600	600	17,332	16,732
Amounts Available for Appropriations	1,332,301	1,332,301	1,343,710	11,409
Charges to Appropriations (Outflows):				
Capital outlay	400,000	473,644	417,482	56,162
Transfers out	80,000	80,000	83,560	(3,560)
Total Charges to Appropriations	480,000	553,644	501,042	52,602
Budgetary Fund Balance, June 30	$ 852,301	$ 778,657	$ 842,668	$ 64,011

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
BICYCLE AND PEDESTRIAN
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

	Budget Amounts			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
Budgetary Fund Balance (Deficit), July 1	$ (53)	$ (53)	$ (53)	$ -
Resources (Inflows):				
Transfers in	20,200	20,200	53	(20,147)
Amounts Available for Appropriations	20,147	20,147	-	(20,147)
Charges to Appropriations (Outflow):				
Capital outlay	20,200	20,200	-	20,200
Total Charges to Appropriations	20,200	20,200	-	20,200
Budgetary Fund Balance (Deficit), June 30	$ (53)	$ (53)	$ -	$ 53

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
LOW AND MODERATE HOUSING
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 4,051,832	$ 4,051,832	$ 4,051,832	$ -
Resources (Inflows):				
Use of money and property	5,700	5,700	56,742	51,042
Amounts Available for Appropriations	**4,057,532**	**4,057,532**	**4,108,574**	**51,042**
Charges to Appropriations (Outflows):				
Development	**8,600**	8,600	8,495	105
Total Charges to Appropriations	**8,600**	**8,600**	**8,495**	**105**
Budgetary Fund Balance, June 30	$ **4,066,132**	$ **4,048,932**	$ **4,100,079**	$ **51,147**

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
INCLUSIONARY HOUSING
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 528,609	$ 528,609	$ 528,609	$ -
Resources (Inflows):				
Use of money and property	700	700	9,483	8,783
Amounts Available for Appropriations	529,309	529,309	538,092	8,783
Budgetary Fund Balance, June 30	$ 529,309	$ 529,309	$ 538,092	$ 8,783

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
TOWN CENTER
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 109,632	$ 109,632	$ 109,632	$ -
Resources (Inflows):				
Use of money and property	-	-	71	71
Amounts Available for Appropriations	109,632	109,632	109,703	71
Charges to Appropriations (Outflows):				
Principal retirement	800	75,000	74,764	236
Interest and fiscal charges	2,500	2,500	751	1,749
Transfers out	-	-	34,188	(34,188)
Total Charges to Appropriations	3,300	77,500	109,703	(32,203)
Budgetary Fund Balance, June 30	$ 106,332	$ 32,132	$ -	$ (32,132)

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
INFRASTRUCTURE
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

	Budget Amounts			Variance with Final Budget
	Original	Final	Actual Amounts	Positive (Negative)
Budgetary Fund Balance, July 1	$ -	$ -	$ -	$ -
Resources (Inflows):				
Transfers in	220,900	220,900	220,837	(63)
Amounts Available for Appropriations	220,900	220,900	220,837	(63)
Charges to Appropriations (Outflows):				
Principal retirement	161,900	161,900	161,834	66
Interest and fiscal charges	59,000	59,000	59,003	(3)
Total Charges to Appropriations	220,900	220,900	220,837	63
Budgetary Fund Balance, June 30	$ -	$ -	$ -	$ -

ITEM: 10.B

Consideration of a Professional Services Agreement with Magellan Advisors, LLC for Consulting Services for the Broadband Access and Connectivity Infrastructure Assessment

Recommended Action:

It is recommended that the City Council authorize the City Manager to approve a Professional Services Agreement with Magellan Advisors, LLC, in the amount not to exceed $200,000 to conduct a Broadband Access and Connectivity Infrastructure Assessment.

Attachments:
10B - PSA for Magellan Advisors.pdf

Agenda Item: 10 B

CM Review: BV
Fiscal Review: JP

City of Duarte

AGENDA REPORT

MEETING DATE:	December 12, 2023
TO:	Mayor and Members of the City Council
FROM:	Brian Villalobos, City Manager
BY:	Andres Rangel, Assistant to the City Manager
SUBJECT:	Professional Services Agreement with Magellan Advisors, LLC for consulting services for the Broadband Access and Connectivity Infrastructure Assessment
RECOMMENDATION:	It is recommended that the City Council authorize the City Manager to approve a Professional Services Agreement with Magellan Advisors, LLC, in the amount not to exceed $200,000 to conduct a Broadband Access and Connectivity Infrastructure Assessment
FISCAL IMPACT:	If approved, preparation of this study would cost $199,695. $200,000 was included in the FY 2023-24 Budget for the preparation of this study (Account No. 1010-7965). The entire expense will be covered by funds awarded from the State Department of Technology.

BACKGROUND

On July 1, 2022, Assemblymember Blanca Rubio secured $200,000 from the State so that Duarte can develop a Broadband Access and Connectivity Infrastructure Assessment.

On March 30, 2023, the City received a copy of the Fiscal Intermediary Agreement from the State that, when approved and executed, would effectuate the City's receipt of the $200,000 award. The City Council approved the agreement at its April 11, 2023, City Council meeting.

ANALYSIS

Through advocacy from Assemblymember Blanca Rubio's Office, the City was awarded $200,000 from the State of California Department of Technology to conduct an assessment to better understand where and why there are broadband connectivity gaps as well as understand how Duarte can best meet the growing digital demands of our community's residents and businesses.

To address these tasks, it is recommended that Magellan conduct a Broadband Access and Connectivity Infrastructure Assessment. Magellan has extensive experience conducting similar assessments throughout Southern California. Moreover, Magellan is currently working with the San Gabriel Valley Council of Governments ("SGVCOG") to conduct its own regional assessment.

The study will develop a gap analysis, identifying key issues and barriers related to ensuring that Duarte has reliable, equitable, and affordable broadband access as well as include recommendations to fill those gaps. The gap analysis will include conducting the following tasks:

- Comprehensive asset inventory of broadband assets.
- Market analysis identifying the services available to businesses and residents, as well as service pricing.
- Needs assessment including an online broadband survey of services residents and businesses currently have, an embedded speed test, and use of services. Interviews and workshops will also be hosted by Magellan with key community organizations to gain a better understanding of current and future broadband and technology needs and issues.
- Identifying key local and regional public and private agencies to collaborate to increase marketability, investments and partnerships to expand broadband services to underserved businesses and residents.

In addition to developing a gap analysis, Magellan will also review City policies and recommend what policies can be made to align with current best practices to increase broadband infrastructure.

To assist in addressing identified needs from the gap analysis, Magellan will develop a conceptual network design that includes the locations and type of infrastructure needed to address those needs. The design will leverage existing infrastructure and planned projects as well as include recommended new infrastructure such as fiber optic and wireless technologies to address community needs. Included in this design is the feasibility and cost associated with implementation. Magellan will also conduct a business model analysis to recommend Duarte's role in developing the network as well as identify potential funding sources and opportunities to partner with neighboring and regional agencies to realize the network design.

It is anticipated that the work will be completed in approximately eight months after the kickoff meeting. The schedule assumes high engagement when surveying the community during the needs assessment portion of the study.

Per Chapter 2.36.080 of the Duarte Municipal Code (Purchase of Professional Services), purchasing professional services is exempt from the purchasing requirement set forth in Chapter 2.36.040. Rather, "The selection of a firm for professional services will be made by qualifications-based selection." Magellan was selected as the preferred firm to conduct the study due to its extensive experience in developing broadband strategies and assessments, prominent presence working with various agencies in Southern California (cities, counties, and council of governments), and the synergy created working with the firm currently conducting the SGVCOG study.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to approve a Professional Services Agreement with Magellan Advisors, LLC, in the amount not to exceed $200,000 to conduct a Broadband Access and Connectivity Infrastructure Assessment.

FISCAL IMPACT

If approved, preparation of this study would cost $199,695. $200,000 was included in the FY 2023-24 Budget for the preparation of this study (Account No. 1010-7965). The entire expense will be covered by funds awarded from the State Department of Technology.

ATTACHMENTS

Professional Services Agreement
Magellan Advisors, LLC Proposal

CITY OF DUARTE
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") is made and effective as of December 12, 2023 ("**Effective Date**"), by and between the City of Duarte ("**City**"), and Magellan Advisors, LLC wholly owned subsidiary of EN Engineering, LLC a Florida limited liability company, ("**Consultant**"). City and Consultant may sometimes herein be referred to individually as a "**Party**" and collectively as the "**Parties**." In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS

The City wishes to engage the services of Consultant to provide broadband needs assessment services as described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

2. TERM

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

3. SERVICES AND PERFORMANCE

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

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

C. The experience, knowledge, capability, and reputation of Consultant, its principals, and employees were a substantial inducement for City to enter into this Agreement. Therefore, without the prior written approval of City, which may be given or withheld at City's sole and absolute discretion, Consultant shall not (i) contract with any other entity to perform in whole or in part the Services required hereunder; or (ii) transfer, assign, convey, or encumber (voluntarily or by operation of law) any or all of this Agreement.

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

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

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

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

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

4. MANAGEMENT

City's Assistant to the City Manager shall represent City in all matters pursuant to the administration of this Agreement and review the Services performed by Consultant. The City Manager shall have the authority, subject to the limitations set forth in Paragraph 5, to enlarge the Scope of Services or increase the compensation due to Consultant. Consultant's official representative in the administration of this Agreement shall be Jory Wolf, VP of Digital Innovation, who shall have the authority to make all decisions for Consultant and bind Consultant to the terms of this Agreement.

5. COMPENSATION

A. City agrees to pay Consultant an amount not to exceed $200,000, based on the Scope of Services set forth in Exhibit A.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all Work under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this subparagraph (A), Consultant shall submit a final invoice/report to City pursuant to Paragraph 4, and City shall be entitled to receive a return of the fee paid to Consultant, or portion thereof, if the reason for the termination is failure by Consultant to have timely performed the Services set forth in Exhibit A. In City's sole and absolute discretion, prior to effecting a suspension or termination pursuant to this subparagraph (A), City may first serve upon Consultant a written notice of the default specifying the default and the amount of time that Consultant shall have to cure, correct, or remedy the default. If Consultant fails to cure the default within the specified period of time, City shall have the right to immediately terminate this Agreement pursuant to this subparagraph (A). Notwithstanding any other provision of this Agreement to the contrary, City's termination of this Agreement pursuant to this subparagraph (A) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.

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

7. RECORDS AND OWNERSHIP OF DOCUMENTS

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

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

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

8. INDEMNIFICATION

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

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

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

9. INSURANCE

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

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

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

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

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

10. INDEPENDENT CONTRACTOR

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

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

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

11. NO UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

13. COVENANT AGAINST DISCRIMINATION

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

14. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

15. NOTICES

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

If to City:

City of Duarte
Attn: Andres Rangel
1600 Huntington Drive
Duarte, California 91010

If to Consultant:

Magellan Advisors, LLC wholly owned subsidiary of EN Engineering
Attn: Jory Wolf
999 18th Street, Suite 3000
Denver, CA 80202

16. GOVERNING LAW; ATTORNEYS' FEES; LITIGATION MATTERS

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

17. RIGHTS AND REMEDIES ARE CUMULATIVE; WAIVER

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

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

18. SEVERABILITY

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

19. INTERPRETATION; ENTIRE AGREEMENT

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

20. CONFLICTS OF INTEREST

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

21. NO THIRD-PARTY BENEFICIARIES

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

22. PARAGRAPH HEADINGS AND SUBHEADINGS

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

23. COUNTERPARTS

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

24. EXECUTION OF CONTRACT

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

25. CITY MANAGER AUTHORITY

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

26. LIMITATION OF LIABILITY

WITH THE EXCEPTION OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY FOR THIRD PARTY CLAIMS PURSUANT TO ARTICLE 8 OF THIS AGREEMENT, NEITHER CITY NOR CONSULTANT SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEN OR KNOWN IN ADVANCE BY EITHER PARTY, WHETHER BASED IN CONTRACT, WARRANTY, TORT OR OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE, FINANCING, FUNDING, BONDING, USE, PRODUCTIVITY OR EFFICIENCY, BUSINESS, EQUIPMENT, UTILITY OR FACILITY INTERRUPTION, INEFFICIENCY OR SHUTDOWN, AND DAMAGE TO BUSINESS REPUTATION. WITH THE EXCEPTION OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY FOR THIRD PARTY CLAIMS PURSUANT TO ARTICLE 8 OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF CONSULTANT FOR ANY AND ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES, JUDGMENTS AND AWARDS ARISING OUT OF OR RELATED TO THE SERVICES, ORDERS OR THIS AGREEMENT SHALL BE LIMITED TO THE GREATER OF THE APPLICABLE INSURANCE LIMITS

REQUIRED TO BE MAINTAINED BY CONSULTANT UNDER THIS PROFESSIONAL SERVICES AGREEMENT OR $2,000,000.

[Signatures on following page.]

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

CITY OF DUARTE

____
Brian Villalobos
City Manager

Date: ______________________________

CONSULTANT

____
____

By: Courtney S. Violette

Its: SVP/Chief Management Officer

Date: Dec. 5, 2023

ATTEST

____
City Clerk

Date: ______________________________

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

____
City Attorney, City of Duarte

Date: ______________________________

EXHIBIT A

Scope of Services

Infrastructure Broadband Assessment Proposal

EXHIBIT B

Insurance Requirements

A. Insurance Required

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

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

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

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

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

(6) Cyber Technology Errors and Omissions Insurance with coverage of at least $1,000,000 per occurrence, $2,000,000 general aggregate.

(7) Cyber Security and Privacy Liability Insurance with coverage of at least $1,000,000 per occurrence, $2,000,000 general aggregate.

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

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

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

(3) All of Consultant's insurance: (i) shall contain no special limitations on the scope of protection afforded to the additional insureds; (ii) shall be primary insurance and any

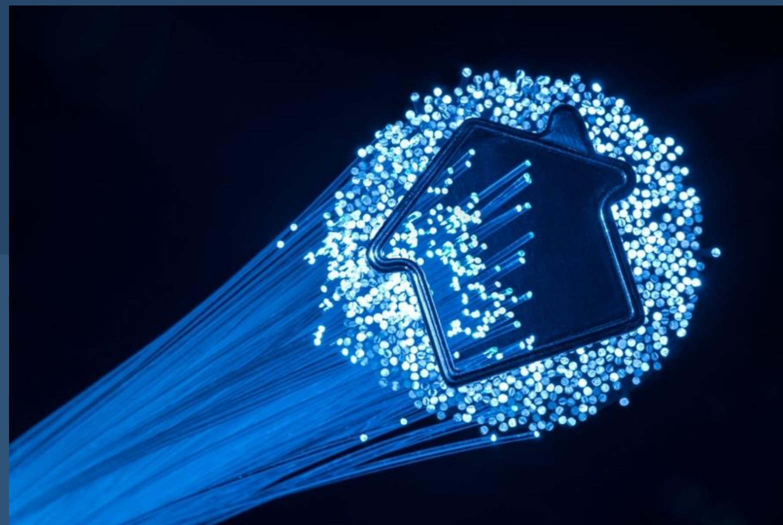
insurance or self-insurance maintained by the additional insureds or any of them shall be in excess of Consultant's insurance and shall not contribute with it; (iii) shall be "occurrence" rather than "claims made" insurance; (iv) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (v) shall prohibit Consultant from waiving the right of subrogation prior to a loss except for professional liability; and (vi) shall not contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.

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

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

PROPOSAL

CITY OF DUARTE, CA



RFP for Broadband Access and Connectivity Infrastructure Assessment

Prepared for:
Andres Rangel
Assistant to the City Manager
arangel@accessduarte.com

Prepared by:
Jory Wolf
999 18th Street, Suite 3000
Denver, CO 80202
jwolf@entrustsol.com
818-312-7768
Magellan Advisors, LLC

Magellan
An ENTRUST Solutions Group Company

Cover Letter

November 30, 2023
Andres Rangel
City of Duarte

Dear Andres,

Magellan is pleased to submit this proposal for the City of Duarte's request for a Broadband Access and Connectivity Infrastructure Assessment. Our team of advisors has worked with agencies throughout California and around the US to help them develop and execute broadband strategies for their communities. Magellan has worked with several communities like Duarte to create actionable strategies that leverage existing infrastructure, develop strategic partnerships, create successful broadband policies and identify smart investments to enhance services and operations of government, businesses, education and healthcare institutions, including:

- County of Napa: Broadband Strategic Planning
- County of Sonoma: Broadband Feasibility
- County of Ventura: Broadband Master Planning
- City of Fremont: Broadband Master Planning
- City of South San Francisco: Broadband & Wireless Master Planning
- City of Concord: Broadband Master Planning
- City of San Leandro: Broadband Master Planning

We strongly believe our experience makes us well suited to work extensively with your staff and departments as well as stakeholders in your communities to understand how the City can best use its unique capabilities and strengths to enhance the availability of broadband throughout the community. In this effort we will be focusing primarily on assessing, identifying and prioritizing un/underserved areas. We complement these efforts through conceptual designs, and cost estimates that detail the targeted areas and costs associated with providing service to those who are un/underserved.

Jory Wolf will be the main point of contact for this project. You can reach him directly at 818.312.7768 or jwolf@entrustsol.com. Magellan will not be using any subcontractors for this project.

Sincerely,

Jory Wolf

Jory Wolf, VP of Digital Innovation, Magellan Advisors, LLC

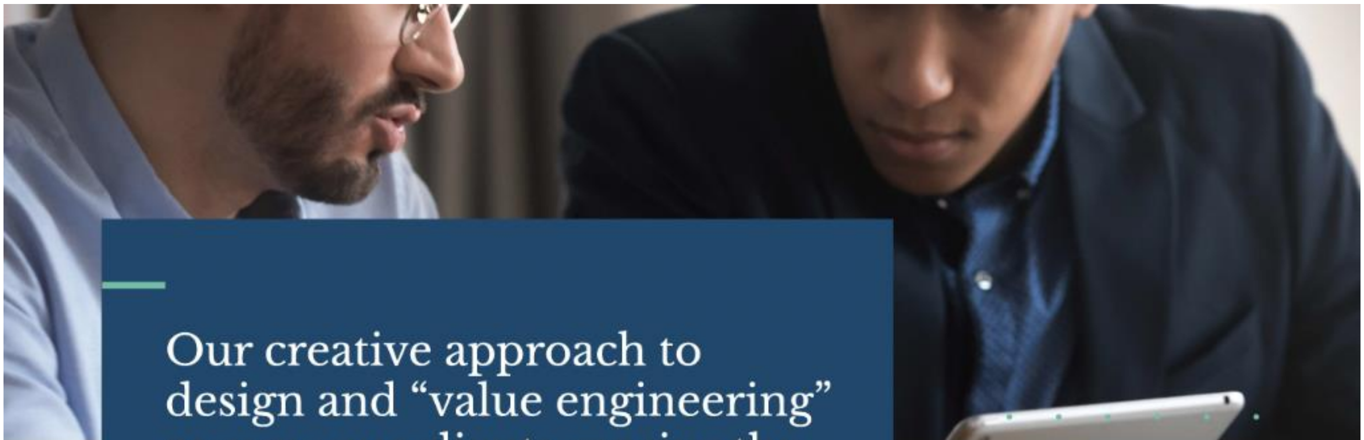
Statement of Qualifications

COMPANY PROFILE

Magellan provides fiber engineering, consulting and network implementation to municipalities and utilities whose goal is to improve broadband in their communities. Over 400 municipalities, utilities and cooperatives have used Magellan to develop their fiber and broadband networks. Our mission is to connect every community, one at a time, to the digital economy so that no one is left behind. Our work ensures that communities can access every opportunity the internet has to offer so they can thrive in the connected world.

Our turnkey broadband solutions allow our clients to maintain a single partner that fulfils every aspect of planning and deploying broadband networks, with seasoned experts guiding their deployments every step of the way. Our success is based on our clients' success and our fiber to the home solutions enable our clients to serve their citizens most pressing broadband needs in the digital age.

We work for municipalities, utilities, co-ops and regional governments but serve any organization that is building fiber and broadband infrastructure.



Our creative approach to design and "value engineering" assures our clients receive the best possible outcome.

FIBER TO THE HOME - FIBER BACKBONES - METRO & LONG HAUL

Fiber & Broadband Design Solutions

Aerial

Thousands of miles of aerial fiber installed for over a million homes. Our experience includes ADSS, strand and lash, make-ready and pole preparation in diverse environments.

Underground

We manage the entire design, engineering and permitting process for direct bury and conduit installations to minimize cost and accelerate construction.

GPON & Active Ethernet

FTTX architecture and design based on end-user customers' need for speed, reliability and redundancy.

Data Center, Central Office & Shelters

Inside plant design covering layouts, infrastructure, racking, power, cooling, fiber termination and equipment.

Network Architecture

Turnkey layer 2 and 3 design, including IP, MPLS, Carrier Ethernet, DNS and DHCP.

Construction Packages

Complete packages for competitive bidding that result in the lowest cost and best value.

Construction Management

We manage the entire construction project from start to finish, ensuring that the network is built to client specifications.

Project Management

We manage large and complex construction projects, letting our clients focus on their most valuable asset – their customers.

Magellan

www.MAGELLAN-ADVISORS.com

RESUMES AND QUALIFICATIONS OF PERSONNEL

JORY WOLF, VP of Digital Innovation

Project Executive

Jory joined Magellan after 22 years as CIO of the City of Santa Monica, CA where he launched Santa Monica City Wi-Fi, which provides free internet services to the public through a network of 32 hot zones and wireless coverage in most major commercial and transit corridors throughout the city. He created Santa Monica City Net, a 100-gigabit broadband initiative to support an environment for local businesses to compete in the global economy with cutting edge network solutions. Jory has over 35 years of experience in Information Technology, including broadband, FTTH and Smart City initiatives. Jory and his teams have received over 50 awards for information technology projects during his career and in 2012 he received the CIO Lifetime Achievement Award from the Los Angeles Business Journal. Since joining Magellan Broadband in July 2016, Jory has led teams that have worked on 60+ government projects in broadband master planning, feasibility studies, wireless strategic planning, 5G small cell policies, dig once policies and smart city.

GREG LAUDEMAN

Director of Broadband and Smart City Consulting

Dr. Greg Laudeman is a leader in innovative, talent and technology-based economic development strategy, research, and implementation. Since 2015 he has managed broadband projects for Magellan with a keen eye for the economic opportunities that state of the art broadband availability brings to communities. With over 30 years of experience working in technology and tech startups, Greg brings a diverse background to community broadband to support economic development. Greg's diverse experience as an analyst, communicator, facilitator, and organizer has always focused on how technology can make communities and organizations more competitive, innovative, and productive. For over a decade Greg led community technology outreach efforts for the Georgia Tech Enterprise Innovation Institute. Greg has a doctorate in Learning and Leadership from the University of Tennessee at Chattanooga, has master's degrees in public policy from Georgia Tech and Telecommunications from Michigan State, and a bachelor's degree in mass communication from UTC.

GREG WHELAN

Senior Broadband Consultant

Greg is a subject matter expert in broadband, fiber, digital infrastructure, mobile, 5G, cloud/edge, tele-communications, and IoT. He was a pioneer in broadband and created the project the led to the first broadband modem chipset in the industry. He was a co-founder and vice president of the original Broadband Forum and participated in early international broadband standards organizations. He was part of the team that architecture one of the first Open Access Broadband networks in the USA and a was early in connecting private funding and open fiber networks in the USA. Prior to joining Magellan Broadband, he was an independent broadband industry analyst and advisor. Before that he led broadband marketing and products at Cisco Systems, Cascade Communications, Analog Devices and a number of start-ups in greater Boston.

AL KAMUDA

Design Team

Al Kamuda is a seasoned telecommunications and GIS professional with over 20 years' experience in telecommunications engineering, mapping, design and outside plant construction. Prior to joining Magellan, Al was the Senior Design Manager for the Central Florida region at Spectrum (Charter Communications), where he led the planning, project management and implementation of outside plant design for various company growth projects including residential, commercial, cellular backhaul and metro WIFI. His extensive experience with the telecommunications industry, CAD platforms and geospatial expertise along with his strategic forward thinking provides an extremely diverse skill set that allows him the valuable insight needed to understand the client's objectives in all aspects of telecommunications construction and design processes.

ALEXANDER "SASHA" BURROWS

Project Management Analyst

Sasha joined Magellan after 3 years as a broadband advocate for the Broadband Consortium of the Pacific Coast in Southern California. Here he aided the Consortium in communicating the imperative of broadband infrastructure to local governments, communities, and businesses within the tri-county region of Ventura, Santa Barbara, and San Luis Obispo. Sasha's broadband expertise ranges from communications to project management and development, to industry education, and advocacy. He is a forward thinker, passionate about smart city development, and realizes the imperative for broadband infrastructure as a foundation for smart solutions, improved communications, and efficiency. Sasha views broadband infrastructure as the 4th utility, deserved by all communities.

Jory Wolf

VICE PRESIDENT OF DIGITAL INNOVATION

EDUCATION

Management Information Systems

University of California, Los Angeles
Los Angeles, CA

Bachelor of Science in Psychology and Biology

California State University
Northridge, Los Angeles, CA

EXPERIENCE

City of Santa Monica, CA — Santa Monica, CA
Chief Information Officer

- Implemented broadband systems that support innovation in government services and enables public service and community stakeholder institutions to improve community health, education, safety and wellbeing.
- Planned and managed the implementation of a new $9.5 million P25 compliant trunked public safety radio system for first and second responders as part of the ICI regional interoperable system.
- Planned and managed the City's centralized automated systems and related services, including personnel and equipment and provided strategic development and use of information technologies; overseeing design and implementation of new systems; coordinating citywide acquisition of software and hardware, including development and implementation of a long-range funding plan for maintenance and replacement of hardware; and managed operations and customer support functions for software applications, telecommunications systems and network systems and related technology services.
- Established goals and policies in accordance with mission and service level objectives; prioritized and supervised the implementation of goals and objectives.
- Managed the preparation and administration of operating and capital improvement budgets and recommended and approved technology budgets and expenditures for all departments.
- Developed and implemented citywide long-range information systems strategies, which involved facilitating discussions with City management regarding current and anticipated information services requirements, applications development, enhancement requests and alternative approaches.
- Managed design, development and implementation of telecommunications programs and systems, including municipal fiber optic networks, Wi-Fi hot zones, voice over internet protocol (VOIP), traffic signal networks, traffic camera networks, new 911 dispatch systems for Police and Fire, public security video networks, public safety in-vehicle camera and computer systems, jail video systems, radio networks supporting advanced fleet management for bus operations, and in-building networks for the new Public Safety Facility and Main Library.
- Managed design, development, implementation, training and customer support for client server software applications; geographic information systems (GIS); electronic document management systems (EDM); world wide web (WWW) Internet/Intranet/Extranet; telecommunication systems including telephone switches, key systems, call accounting systems, voicemail systems, interactive voice response systems, cabling systems and automated call distribution systems; and network systems and services including servers, desktop computers, printers, data switches, routers, hubs, gateways, and firewalls.

PROFILE

Jory joined Magellan after 22 years as CIO of the City of Santa Monica, where he launched Santa Monica City Wi-Fi, which provides free internet services to the public through a network of 32 hot zones and wireless coverage in most major commercial and transit corridors throughout the city. He created Santa Monica City Net, a 100-gigabit broadband initiative to support an environment for local businesses to compete in the global economy with cutting edge network solutions. Jory has over 35 years of experience in Information Technology, including broadband, FTTH and Smart City initiatives. Since joining Magellan Advisors in July 2016, Jory has led teams that have worked on 50+ government projects in broadband master planning, feasibility studies, wireless strategic planning, 5G small cell policies, dig once policies and smart city.

PROFESSIONAL AWARDS

- Los Angeles Business Journal, 2012 CIO Lifetime Achievement Award
- Public Technology Institute Award, Management Strategies
- Public Technology Institute Award, Telecommunications Strategies
- Helen Putnam Award, Innovative Government Services
- Public Technology Institute Award, Interactive On-line Services
- Los Angeles Consortium of Governments Award, Best Practices in Technology

AFFILIATIONS

- Member, Public Technology Institute
- Member, International City/County Manager Association
- Board Member, Government Technology Conference
- Board Member, Government and Business Technology
- Presenter at over 30 conferences, symposia, and invited keynotes

Greg Laudeman

SENIOR CONSULTANT / PROJECT MANAGER

EDUCATION

Doctorate of Learning & Leadership, University of Tennessee at Chattanooga

Master of Science, Public Policy, Georgia Institute of Technology

Master of Arts, Telecommunication, Michigan State University

Bachelor of Arts, Mass Communication, University of Tennessee at Chattanooga

EXPERIENCE

Eduity, LLC
Executive & Founder — Chattanooga, TN

Eduity provides talent and technology based economic development services, including consulting and software-as-a-service, to mobilizes entire communities to make sure people and employers have the capabilities they need to succeed—the right skills and the right tools in the right place at the right time.

Magellan Advisors, LLC — Denver, CO
Senior Consultant

Magellan Advisors is a full-service consulting and technology services firm, specializing in telecommunications planning, deployment, and management for public and private sector organizations

Senior Consultant performs market and technical assessments for broadband services. Engage community stakeholders and lead associates to gain buy-in and generate assessment information. Assists organizations in the development of strategic management/technical plans focusing on alignment of technology initiatives with that of the business units. Coordinate and manage broadband projects for clients to ensure economic impact and viability.

Georgia Tech Enterprise Innovation Institute — Atlanta, GA
Program & Project Manager

The Enterprise Innovation Institute (EI2) is the outreach, public service, and technical assistance arm of the Georgia Institute of Technology. EI2 is the nation's largest and most comprehensive university-based program of business and industry assistance, technology commercialization, and economic development.

Developed and lead innovative programs for community- and technology-based economic development, including an innovation district plan for Midtown Atlanta and university-based inter-firm network for small- to medium-sized technology companies in the Atlanta area. Worked throughout rural Georgia and in mid-sized cities to increase the availability and use of broadband. Conducted research, developed program proposals, lead planning processes, and prepared and delivered workshops, seminars, presentations, and other programs for diverse groups of stakeholders.

PROFILE

Greg has over 30 years of experience working at the intersection of community and technology. He has diverse experience in academia, major corporations, and startups. He has worked with leaders from small businesses and communities to major enterprises and metros to mobilize stakeholders for growth and innovation.

SKILLS

- Community & Economic Development
- Entrepreneurship
- Group Processes
- Project & Program Management
- Qualitative & Quantitative Research
- Stakeholder Engagement
- Strategic Planning
- Systems Design
- Talent & Technology Strategies

Greg Whelan

SENIOR BROADBAND CONSULTANT

EDUCATION

BS-Electrical Engineering
Cornell University
Ithaca, NY

MBA – Innovation Management
Northeastern University
Boston, MA

EXPERIENCE

Greywale Advisors
Principal Advisor
Boston, MA

- A global thought leader, industry analyst and advisor in broadband, residential fiber, cable, open access broadband, smart homes, IoT, 5G/wireless, Cloud/Edge, and local digital infrastructure.
- Provide keen and actionable CxO-level insights and plans to a wide range ecosystem participant including technology vendors, private equity and venture capital investors, investment bankers, infrastructure investors, network service providers, fiber owners, electric utilities, entrepreneurs, and municipal leaders.

Cisco Systems
Sr. Marketing Manage – Broadband Service Providers
San Jose, CA

- Subject matter expert in the global telecommunication service provider market. Provided a range of strategic marketing expertise.
- Led Cisco's global Service Provider (SP) marketing for video, voice, mobile, cloud & connected home.
- Created and drove the solution marketing campaign which became Cisco's primary messaging platform for all Cisco SP and created a technical and marketing umbrella to drive CxO level conversations and align and drive technical roadmaps.
- Developed and launched a long-term SP end-to-end visionary broadband architecture and tactical evolutionary roadmap addressing requirements from executives, global SPs, subject matter experts, senior network architects, BU's and global field teams.

PROFILE

Greg is a subject matter expert in broadband, fiber, digital infrastructure, mobile, 5G, cloud/edge, tele-communications, and IoT. He was a pioneer in broadband and created the project the led to the first broadband modem chipset in the industry. He was a co-founder and vice president of the original Broadband Forum and participated in early international broadband standards organizations. He was part of the team that architecture one of the first Open Access Broadband networks in the USA and was early in connecting private funding and open fiber networks in the USA. Prior to joining Magellan Advisors, he was an independent broadband industry analyst and advisor. Before that he led broadband marketing and products at Cisco Systems, Cascade Communications, Analog Devices and a number of start-ups in greater Boston.

SKILLS

- Local Digital Infrastructure
- Technical, Business, and Financial architectures
- End to end Broadband Network Architectures, Business Models, and Financial Structures
- Ecosystem-wide Strategic Messaging

INDUSTRY ACTIVITIES

-ISE Expo: Innovation Meets the Last Mile: An Introduction to Local Digital Infrastructure
-Linux Foundation's Open Networking Summit (ONS) on "Open Source
-Co-founder of the Broadband Forum, initial Vice President. (Boston)

Alfred Kamuda

DESIGN TEAM LEAD

EDUCATION

Associate of Science (AS),
Electronics CPI , East Hartford, CT

EXPERIENCE

Magellan Advisors, LLC Orlando, FL
Design Team Lead

Magellan Advisors is a full-service consulting and technology services firm, specializing in telecommunications, broadband and smart city planning deployment and management for public and private sector organizations.

Spectrum / Bright House Networks Orlando, FL
Senior Manager HFC Design and Drafting

Provided engineering support and direction for new or existing technologies and on-going operational initiatives to Regional, Network Operations and other cross functional leadership regarding technical operations. Development and implementation of outside plant infrastructure and design specifications for various company strategic growth projects including fiber to the premise (FTTH, FTTX), Public Wi-Fi, Node segmentation, mid-band return spectrum and cellular backhaul.

PROFILE

Al Kamuda is a seasoned telecommunications and GIS professional with over 20 years' experience in telecommunications engineering, mapping, design and outside plant construction. Prior to joining Magellan, Al was the Senior Design Manager for the Central Florida region at Spectrum (Charter Communications), where he led the planning, project management and implementation of outside plant design for various company growth projects including residential, commercial, cellular backhaul and metro WIFI. His extensive experience with the telecommunications industry, CAD platforms and geospatial expertise along with his strategic forward thinking provides an extremely diverse skill set that allows him the valuable insight needed to understand the client's objectives in all aspects of telecommunications construction and design processes.

SKILLS

- ESRI ArcGIS Server
- ESRI ArcGIS Pro / Desktop
- ESRI Web Development
- QGIS
- Bentley Communications
- OspInsight
- 3-GIS
- GE Small World

CERTIFICATIONS

- CompTIA PC A+ Certificate, Valencia Community College Orlando, FL
- Network+ Certificate, Valencia Community College Orlando, FL

Alexander “Sasha” Burrows

PROJECT MANAGEMENT ANALYST

EDUCATION

Bachelor of Science (BS)

University of Oregon, Eugene, OR

EXPERIENCE

Broadband Consortium Pacific Coast, EDC Camarillo, CA
Communications Associate

Communications associate and liaison between local government, businesses, and the public. Built and managed the Consortium website, developed content to grow the community base, provided user interface, and aided the development of programs. Grew the contact database, aided event creation, webinar, podcasts, and overall ecosystem. Created, integrated, maintained, and coordinated social media platforms to provide broadband updates, and smart city program news, networking, and event opportunities. Developed digital assets to promote, direct, and communicate consortium goals. Aided in the development of Broadband Needs Assessment Surveys, Project materials, and outreach to media for projects within the tri-county area of Ventura, Santa Barbara, and San Luis Obispo.

Americorps CivicSpark, BCPC Camarillo, CA
Broadband Opportunity Access Fellow

Opportunity Access/Broadband Fellow reporting to the BCPC and Ventura County Information Technology. Identified and implemented measures to expand access to broadband coverage for Ventura, Satna Barbara, and San Luis Obispo counties, interfacing with all levels of local government and county-wide operations. Responsible for stakeholder and community communications, coordination, and social media. Increased the understanding of broadband needs and fiber assets in the area. Conducted data analytics and participated in data-sharing agreements to support Ventura County broadband strategies/GIS mapping.

PROFILE

Sasha Burrows earned a BS in Environmental Studies with a focus in smart sustainable planning from the University of Oregon. He joined Magellan after 3 years as a broadband advocate for the Broadband Consortium of the Pacific Coast in Southern California. Here he aided the Consortium in communicating the imperative of broadband infrastructure to local governments, communities, and businesses within the tri-county region of Ventura, Santa Barbara, and San Luis Obispo. Sasha’s broadband expertise ranges from communications to project management and development, to industry education, and advocacy. He is a forward thinker, passionate about smart city development, and realizes the imperative for broadband infrastructure as a foundation for smart solutions, improved communications, and efficiency. Sasha views broadband infrastructure as the 4th utility, deserved by all communities.

SKILLS

- Network building
- Project management
- Liaising and communications
- Outreach and education
- Data collection and analysis
- Content and asset development
- Microsoft Suite
- Adobe Suite
- Web-design
- Social Media

CERTIFICATIONS

- Americorps CivicSpark Fellow 2019

Past Experience / Current Projects

FIBER ENGINEERING DESIGN

For municipalities, we connect your facilities, schools, hospitals and corridors with high-capacity fiber backbones to ensure connectivity for community needs, broadband and smart city applications. Our design work encompasses aerial and underground engineering to build the most advanced fiber networks to meet the needs of communities for years to come.

Aerial Fiber Engineering

- Strand and lash, ADSS engineering for overhead placement on utility poles
- Pole survey using GPS with sub-meter accuracy
- Make-ready engineering
- Pole loading analysis
- Pole attachment applications
- Pole permitting
- Low-level engineering, construction prints, bills of materials

Underground Fiber Engineering

- Underground fiber placement in rights of way, specific to each community's construction standards
- Directional boring, trenching, saw-cut and other construction methods
- Constructability surveys and fielding
- Low-level engineering, construction prints, bills of materials and cost estimates
- Right of way and third-party permitting
- Field changes, markups and final as-builts

Sample Projects

- City of Chesapeake, VA – 170-mile fiber design to connect all City facilities, business districts and redevelopment areas.
- City of Glendale, CA - Fiber backbone routes to reach all electric substations, creating a new ring of connectivity to improve reliability in the electric plant. The design was dimensioned to support high-capacity broadband services as part of Glendale's strategic plan to deploy the network.
- City of Portsmouth, VA – 65-mile fiber backbone design to connect all City facilities, enable Wi-Fi at key locations and support expansion of local broadband services.
- City of Boulder, CO – 65-mile fiber backbone design to support City facilities, public housing, economic development and lay a foundation for fiber to the home broadband.
- City of Hillsboro, OR – 400-mile fiber backbone and broadband design to connect 34 schools, utilities, city facilities and provide fiber to the home to 66,000 homes.
- City of Palo Alto, CA - Assessment for the backbone network, leading to the development of a resilient fiber ring that will support the City's internal functions for years to come.

FIBER CONSTRUCTION PACKAGES

Magellan provides city and county organizations with detailed construction package development for their fiber and wireless broadband projects. We work with you to craft construction bids using your construction standards to ensure contractors follow your policies and minimize community impacts. Our construction plans are designed to seek the best and lowest competitive bids from leading contractors.

Construction Bills of Materials

- Detailed BOMs for aerial, underground, facility and equipment installations
- Design specifications for fiber, conduit, structures, splice enclosures, splitter cabinets, equipment shelters, points of presence and data center construction
- Unit-based BOMs for labor, materials, facilities, equipment, hourly labor and specialized services

Construction Procurements

- Review and integration of the latest broadband standards into your existing construction code
- RFP/IFB development, scopes of work and bid forms
- Construction contract review and recommendations
- RFP/IFB oversight, pre-bid meetings, Q&A, addenda, short-listing and selection of contractors

Sample Projects

- City of Portsmouth, VA – Construction bid packages, procurement, evaluation and selection for 65-miles of fiber construction.
- City of Boulder, CO – Construction bid development, release and selection for an $11 million fiber backbone construction project.
- City of Dayton, TX – Invitation to bid advertisement, review and selection of contractors for a $13 million fiber to the home broadband network.
- City of Ann Arbor, MI – Invitation to bid for a $5 million fiber backbone expansion to support the City's local economic development and business retention programs.
- City of Glendale, CA – Construction bid packages to support fiber backbone routes

FIBER CONSTRUCTION MANAGEMENT

As a turnkey construction management provider, we are in the field daily, overseeing construction, coordinating field changes, inspecting workmanship and ensuring adherence to local, state and federal standards. We have managed fiber and wireless construction in 25 different markets across the US for cities, counties and utilities. Our construction managers are on the ground in your community every day for the entire construction lifecycle. We coordinate all construction activities between contractors, public works, permitting, utilities and public relations to ensure timely completion.

Construction Management

- Overall program management and reporting to your departments
- Interface with permitting, public works, utilities, community engagement and the contractors
- Construction production tracking, accounting, invoice review and approvals and close outs
- Field changes and constructability analysis

Construction Inspections

- Daily onsite inspection of underground and aerial construction projects
- Site visits and coordination for fiber installation
- Fiber splicing, termination, testing and inspections
- Experienced inspections for federal broadband grant and loan compliance
- Punch-list and close outs

Sample Projects

- City of Boulder, CO – Turnkey construction management and inspections for 65 miles of fiber backbone throughout the City.
- City of Dayton, TX – Turnkey construction management and inspections for a Citywide fiber to the home network covering 5,000 homes.
- City of Portsmouth, VA – Construction oversight and inspections for the City's 65-mile fiber backbone connecting City sites, schools and utility locations throughout the City.
- City of Glendale, CA – Construction bid packages to support fiber backbone routes

Magellan
An ENTRUST Solutions Group Company

Magellan
An ENTRUST Solutions Group Company

Key West Coast Clients

			BROADBAND PLANNING						ENGINEERING			TURNKEY IMPLEMENTATION					
CUSTOMER	STATE	TYPE	FEASIBILITY STUDY	FIBER MASTER PLAN	BROADBAND BUSINESS PLAN	GRANT DEVELOPMENT	PARTNERSHIP DEVELOPMENT	BROADBAND POLICY	ENGINEERING DESIGN	PERMITTING	PROCUREMENT	CONSTRUCTION MANAGEMENT	INSPECTIONS & CLOSE-OUT	STARTUP & LAUNCH	OPERATIONS & MANAGEMENT	SALES & MARKETING	BROADBAND EXPANSION
Alameda County	CA	County	•														
City of Carlsbad	CA	City			•			•									
City of Chula Vista	CA	City	•						•								
City of Concord	CA	City	•						•								
City of Davis	CA	City	•						•								
City of Fairfield	CA	City	•						•								
City of Fremont	CA	City		•			•										
Ferry County & Colvlle Tribes	WA	County			•												
City of Glendale	CA	City	•						•								
Grays Harbor PUD	WA	Utility	•														
City of Hayward	CA	City	•						•								
City of Hidden Hiils	CA	city					•										
City of Hillsboro	OR	City							•	•	•	•					
City of Huntington Beach	CA	City	•														
City of Inglewood	CA	City	•						•								
Jefferson Public Utility District	WA	Utility	•	•	•	•			•								
City of La Mesa	CA	City	•						•								
City of Lodi	CA	Utility	•			•		•	•								
City of Manhattan Beach	CA	City	•						•								
Marin County	CA	County			•		•										
Marion County	OR	County	•	•	•	•			•		•						
City of Mission Viejo	CA	City	•						•								
Napa County	CA	County	•			•			•								
Navajo Nation	NM	Organization	•			•			•								
Navajo County	AZ	County		•		•											
Northern AZ Council of Gvt	AZ	Organization		•		•											
City of Oxnard	CA	City	•						•								
City of Paso Robles	CA	City					•										
Pierce County	WA	County	•	•	•	•			•								
Pima Association of Gvts	AZ	Organization	•														
City of Rancho Cucamonga	CA	City	•	•					•	•	•	•		•			
City of Rancho Santa Fe	CA	City	•						•								
City of Sacramento	CA	City						•									
City of San Leandro	CA	City	•						•								
City of Santa Ana	CA	City	•						•								
City of Santa Clarita	CA	City	•				•		•								
Town of Skykomish	WA	Town	•			•	•										
Sonoma County	CA	County	•			•			•								
South Bay COG	CA	Organization	•	•		•			•		•	•		•		•	
City of Stockton	CA	City						•									
City of Ventura	CA	City	•						•								
Ventura County	CA	County	•			•			•								
City of Walla Walla	WA	City	•			•			•								
City of West Hollywood	CA	City	•					•	•								
City of West Sacramento	CA	City	•						•								
Whitman County	WA	County	•			•			•								
City of Winters	CA	City	•						•								
Yolo County	CA	County	•			•			•								

References

FIBER & WIRELESS NETWORK DESIGN: NAVAJO NATION

CONTACT

Pearl Lee
Program Manager
P: 928.871.7613
E: pearllee@navajo-nsn.gov

Start and End Date:
2019 - present

"This is an incredible opportunity for the Navajo Nation. For the first time, all three branches of the Navajo government have collaborated to develop a comprehensive plan that makes affordable, high speed connectivity a reality for all Navajo communities and anchor institutions."
-Norbert Nez, IT Manager, Division of Community Development

CHALLENGE:

Navajo leaders understand the financial and social consequences of having little to no broadband service across the reservation. The quality of life for Navajo families, K-12 students and elders deteriorated significantly due to Covid-19. To address this ongoing economic burden, the current Navajo leadership supported the creation of a Navajo interagency task force that focused on identifying existing broadband assets and developed strategies for increasing infrastructure deployment. The Nation engaged Magellan in early 2020 to develop a broadband plan that would provide coverage across 26,000 square miles in four states: Arizona, New Mexico, Utah, and Colorado. Magellan also conducted a Nation-wide infrastructure inventory and issued a guidance framework to help improve coverage using fixed and mobile platforms including the utilization of different licensed and unlicensed spectrum assets including 2.5Ghz, 3.5Ghz, 5.9Ghz and 700Mhz.

MAGELLAN'S SOLUTION

Navajo leadership turned to Magellan to develop a cost-effective fiber and wireless solution. Magellan's team developed a preliminary design and cost analysis of a proposed Navajo Network that provides fiber as middle-mile backbone throughout the Nation and a wireless solution to deliver last-mile service. Magellan maintains a dedicated team of broadband engineers and planners that developed a network design that included a wireless overlay for all 26,000 square miles of the reservation. By utilizing a hybrid fiber and wireless model, the design included coverage to 100% of homes and anchor institutions.

OUR CLIENT'S SUCCESS

The Navajo Nation President Nez presented testimony that was drafted by Magellan to the U.S. House Energy and Commerce Committee articulating the need for additional funds to support investment in broadband infrastructure. Magellan continues to support the Nation on all aspects of its broadband funding, engineering and network design needs as well as its policy goals to increase the adoption and expansion of distance learning, telehealth, public safety, digital literacy, and other critical use cases.

FIBER DESIGN & CONSTRUCTION REFERENCE: CITY OF RANCHO CUCAMONGA, CA

CONTACT

Fred Lyn
Utility Division Manager
P: 909.477.2740 ext. 4035
E: fred.lyn@cityofrc.us

"Today this infrastructure plays a crucial role in Rancho Cucamonga, not only in economic development, but will be pivotal in the long-term sustainability and future planning of the City. Rancho Fiber has arrived." -Fred Lyn, Utilities Division Manager

CHALLENGE

City leadership recognizes that fiber-optic infrastructure is an important part of the Rancho Cucamonga community. They understand that in today's world, connectivity affects every aspect of the community - whether in municipal operations, public safety, education, healthcare, quality of life, entertainment and commerce. To realize leadership's vision, the City needed a partner that could develop and manage the expansion of fiber-based broadband across the City in a measured approach that achieved the City's financial constraints while expanding access in year-by-year deployments across the City.

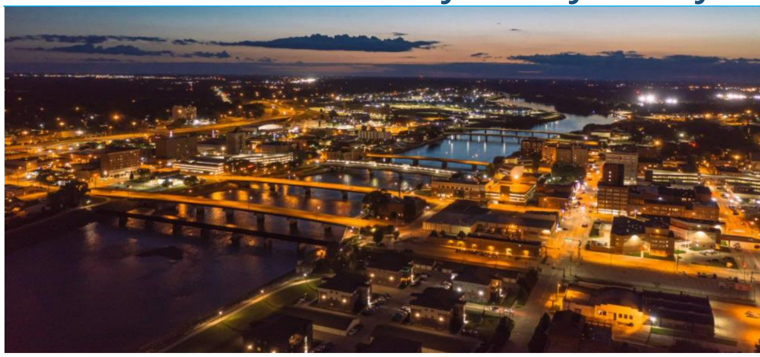
MAGELLAN'S SOLUTION

In 2016, Magellan worked with the City to develop a fiber master plan and engineering assessment that laid out a multi-year plan for new aerial and underground fiber deployment throughout the City, totaling $12 million over 6 years. Since adopting the master plan in 2017, Magellan has designed and built the first three phases of the fiber to the premises network. In this work, we have provided full engineering, fielding, utility assessments, pole and make ready planning, construction prints and bid packages. We also manage construction as an owner's representative for the City in the fiber build, ensuring that the construction contractor meets our engineering specifications developed for the City, with tight quality control and within the budget.

OUR CLIENT'S SUCCESS

Today, the City has connected neighborhoods and business corridors, enabling gigabit broadband services to residents and businesses across the City. Residential customers receive gigabit service for $69.99 per month, giving them nearly 5 times the bandwidth for a lower cost than is available in the market today. Businesses have competitively priced internet on City fiber that has replaced slow and unreliable DSL, and cable internet services.

Broadband Feasibility Study – City of Waterloo, Iowa



CONTACT

Andy Van Fleet
Waterloo Communications
Board Chairman
P: 319-291-4323
E: andy@vlgux.com

CHALLENGE

The City of Waterloo, Iowa selected Magellan Advisors in 2019 as its partner in the development of a Broadband Study and Action Plan that will identify needs and opportunities for future broadband expansion and growth. Magellan assisted the City of Waterloo in preparing for the internet of things by integrating fiber-to-the-home broadband and smart city technologies into the City's Broadband Study and Action Plan, a long-term plan, which will ensure that Waterloo is prepared to take advantage of all future wired and wireless applications which may benefit the community.

MAGELLAN'S SOLUTION

Magellan Advisors engaged the City of Waterloo leadership and studied the state of broadband throughout the community, while gathering and presenting information to assist City leadership in making informed decisions as it relates to deploying broadband citywide. The Magellan team developed supporting financial models and presented multiple options to the City for its consideration. Our team developed an implementation strategy and action plan for Waterloo, allowing the City to immediately begin making improvements to the community's broadband services. This plan will enable the City of Waterloo to also support retaining and attracting new businesses, improving residential and business broadband services all while making Waterloo a high-tech competitive community. The project's final report will serve as an implementation roadmap to ensure the broadband needs of Waterloo are served today, and well into the future.

OUR CLIENT'S SUCCESS

In April 2021 the City of Waterloo extended Magellan's contract to begin Design, Engineering and Permitting activities for a 120-mile fiber-optic backbone identified in the Action Plan. This backbone will connect hundreds of City and Utility sites and will provide the necessary capacity to support a Fiber-to-the-Home deployment. Magellan Advisors engaged the City of Waterloo in 2020 to study the state of broadband throughout the community to gather and present information to assist City leadership in making informed decisions as it relates to deploying broadband citywide. The Magellan team developed supporting financial models presented multiple options to the City. Our team developed an implementation strategy and action plan for Waterloo, allowing the City to immediately begin making improvements to the community's broadband services. This plan will enable the City of Waterloo to also support retaining and attracting new businesses, improving residential and business broadband services all while making Waterloo a high-tech competitive community. The project's final report has been delivered and the City is moving forward with funding.

FIBER MASTER PLAN, FUNDING & REFERENCE: SOUTH BAY CITIES COUNCIL OF GOVERNMENTS, CA

CONTACT

Jacki Bacharach
Executive Director
P: 310.293.2612
E: Jacki@southbaycities.org
2355 Crenshaw Blvd, Suite 125
Torrance, CA 90501

"Magellan has continuously devoted its time, energy and most importantly, its expertise and ingenuity to keep our fiber project moving forward – no matter how many obstacles we and our cities have put in the way."
– Jacki Bacharach, Executive Director - SBCCOG

CHALLENGE

Magellan Advisors was initially retained by the South Bay Cities Council of Governments (SBCCOG) to complete a Fiber Master Plan for 15 cities in the South Bay Region of Los Angeles, CA. The Fiber Master Plan Study was funded by the South Bay Workforce Investment Board through a workforce development grant. The study assessed the current state of workforce development and job retention in the region through focus group discussions with cities, businesses and anchor institutions.

MAGELLAN'S SOLUTION

Following the Master Plan, Magellan developed and issued a Request for Proposals (RFP) for a construction and services contract to connect all cities and provide gigabit broadband at discounted prices. Magellan also assisted with securing funding from LA Metro including $4 million in grants and continues to assist with project management as construction is underway. The South Bay Fiber Network (SBFN) lays the foundation for a regional network to provide competitive broadband support economic development, enhance workforce development and encourage job retention.

OUR CLIENT'S SUCCESS

Jacki Bacharach, Executive Director of SBCCOG, was eager to point out the benefits the network will bring to the region and its communities. Some of these benefits include reducing telecommunications spending, providing a platform for smart transportation and delivering access to world class broadband for 15 cities connected to the network. She noted that the technical expertise, design and construction management services provided by Magellan Advisors were imperative to the success of the network.

COUNTYWIDE BROADBAND INFRASTRUCTURE PLANNING: VENTURA COUNTY, CA

CONTACT
Terry Theobald
Chief Information Officer
P: (805) 654-3540
E: Terry.Theobald@Ventura.org

CHALLENGE

Ventura County, located north of Los Angeles, has seen disparities in access to high-speed internet across its communities. While some larger cities within the County have taken on their own broadband planning and attracted investment, other smaller communities struggle with lack of robust broadband infrastructure, resulting in high prices, little competition, and low adoption rates. Additionally, the County itself sought to reduce its telecommunications expenses as well as those of its cities.

MAGELLAN'S SOLUTION

Ventura County partnered Magellan Advisors in the development of a plan for a Countywide Fiber Network that would connect County and municipal facilities, as well as benefit unserved and underserved communities. Magellan's team brought together a diverse group of more than 150 stakeholders from across the County and region to understand their need for broadband, review their existing assets and how they could be leveraged, identify public and private sector joint build opportunities, and create a design for a fiber network built and owned by the County to support digital equity, economic development, and government innovation. The Countywide Fiber Network included incorporating existing publicly-owned assets and rights of way as well as capitalizing on planned infrastructure projects such as water and sewer improvements for cost savings.

OUR CLIENT'S SUCCESS

Ventura County has garnered the support of municipal agencies, utilities, transportation partners, and others across the region to move forward with funding, engineering and building the Countywide Fiber Network. Using the design that Magellan Advisors created, Ventura County is in the process of developing competitive grant applications to fund the build and anticipates breaking ground along the first segment on Highway 126 to prioritize some of the most underserved areas in the County.

Technical Proposal / SOW Response

TASK 1: ASSET INVENTORY

We will conduct a comprehensive asset inventory of the City's current broadband assets in the public right-of-way including conduit, fiber, antennas, poles, towers, abandoned facilities, active facilities, and other infrastructure to determine their usefulness for expanding broadband within the region. This effort will provide a realistic assessment of assets available for expanding broadband connectivity.

We believe that the following components should be analyzed:

- Underground conduit, innerduct, empty and available conduit
- Fiber cables, strand counts, splice points, terminations and utilized strands
- Vault and handhole locations
- Available and reserved capacity throughout the network
- Construction and placement method policies
- Current as-builts and documentation
- Terminating locations and public facilities
- GIS maps including publicly-owned property, right of way, easements
- Location of capital improvement projects and economic development zones
- Current and planned locations of public safety cameras and traffic signal interconnect

Magellan will request GIS files, capital projects, planning and development data from the City to develop a broadband asset map. Using this data, we propose to first build a geo-correct layer of conduit and fiber, identifying placed conduit, type, size, status (occupied/vacant) and related information. A second layer will incorporate poles, traffic signal cabinets and other assets to be used for expanding broadband.

A third layer will include General, Economic Development, Transportation and Capital Projects Plans to identify strategic and cost-effective methods of deploying and expanding broadband in a planned, organized and phased approach. We will work closely with the City to assess planned projects that may create opportunities to install additional conduit and fiber through long-term capital projects schedules, public rights-of-way encroachments and development agreements, and build a map that identifies the projects where broadband infrastructure could be installed over a 10-year period. We will conduct interviews with key staff from City agencies and departments including the General Services Facilities Division to collect information about these assets and plans, providing additional details about how they can be leveraged in the network's design.

TASK 2: MARKET ANALYSIS

Our team will conduct a market analysis to gain an understanding of what service offerings are currently available to businesses and residents in Duarte. Magellan's market analysis will identify the services that are available, providers, service level, pricing, and access. We will document all privately-owned networks and research incumbent providers that currently serve the market as well as potential new entrants. This information will come from a variety of sources, including our comprehensive broadband database, third-party research, and information obtained from the providers themselves.

We will then analyze the current market and delineate served, underserved and unserved areas that have a need for broadband but currently lack the necessary infrastructure. We will also work with the local providers to understand and document their current needs, as they too are stakeholders in the region.

TASK 3. NEEDS ASSESSMENT

Magellan will conduct an online broadband survey, providing important information to inventory current services, test speeds across the City, and identify opportunities to build additional infrastructure to serve underserved communities and improve services and rates. The survey instrument will include an embedded speed test since actual performance is often lower than what is documented by the FCC and other sources. It will also include questions about use and access to inform us about digital literacy issues within the community.

Magellan will build the survey based on our experience of what questions work best to build an understanding of current and future broadband needs and will also guide the City in effectively marketing the survey to receive a strong response rate, including the use of social media, partnering with local business groups, and posting the survey on the City's website.

Magellan proposes to also hold interviews and workshops with key community organizations to gain a better understanding of current and future broadband and technology needs and issues. We find the most effective format for these interviews to be in group settings where participants are encouraged to share open, honest feedback with our team. During these meetings, we will uncover key information about the needs of the community including what locations are underserved or unserved and digital equity issues including access, affordability, availability of devices, and digital literacy.

Magellan will identify key local and regional public and private agencies to collaborate with to increase marketability, investments and partnerships to expand broadband services to un/underserved businesses and residents. These will include neighboring cities such as Monrovia, the San Gabriel Valley Council of Governments, County of Los Angeles, utilities, transportation agencies and service providers.

TASK 4. GAP ANALYSIS

Based on the information uncovered in Tasks 1-3, Magellan will develop a gap analysis identifying key issues and barriers related to ensuring that Duarte's community has access to 100 mbps symmetrical broadband. Our analysis will include gaps in:

- Broadband infrastructure including fiber-optic and wireless assets
- Broadband availability, affordability, and speeds
- Digital equity
- Digital literacy programs

The analysis will include recommendations for filling each of these gaps, including the deployment of new infrastructure, working with providers to improve availability and quality of services, ensuring that all locations of the community have equal access, assisting in developing partnerships with CBOs and recommending educational programs to increase digital literacy.

Magellan will present findings from the first three tasks and in the gap analysis truly reflect the current state of broadband connectivity in Duarte. We will address who/what areas need broadband access and why so that Council will have a complete needs assessment in an effective and digestible manner.

TASK 5. ASSESSMENT OF CITY POLICIES

Magellan's policy experts will conduct a comprehensive review of Duarte's existing policies and practices as they relate to broadband permitting, encroachments and dig once in the public right-of-way. We will summarize existing documents including the City's General Permit Conditions and Trench Repair Specifications Policy, identify gaps, and make recommendations for new policies and best practices that have been successful in other cities. Building on our vast knowledge of state and federal rulemaking and best practice, we will review and asses the following documents with the goal of increasing broadband quality and access in Duarte:

- General plan, master plans, and other land use policies
- Broadband-specific plans, policies and ordinances, including dig once/open trench/shadow conduit/excavation policies, aesthetics policy, GIS logging and digital plan submission.
- Government operations, including but not limited to online access to online permitting

Magellan will provide a summary and evaluation of current policies and identification of policy areas that may require additional development especially regarding dig once best practice. We will provide sample documents of best practices from other cities regarding permitting, encroachments and dig once in the public right-of-way. Our recommendations will help the City generate business processes and workflows that will improve internal and external partnerships for streamlining the ongoing expansion of broadband deployment.

TASK 6. BUSINESS MODEL EVALUATION

Based on the information gathered about your community during preceding tasks, our team will identify the most appropriate business model option for broadband expansion which may include opportunities for joint build, partnership options, regional collaborations, considerations about the competitive environment, and funding.

Magellan will assist the City with investigating the business model options including public-private agreements with incumbent and new entrant broadband providers. Some of the key questions that we will address in this section include:

- What opportunities exist for the City to leverage its existing infrastructure to provide additional broadband service options to unserved and underserved locations?
- How might joint investment in broadband infrastructure be accomplished between the City and other public or private sector organizations?
- What legal and operational structures should be considered by the City and other organizations in use of the proposed infrastructure?
- How will the City balance private sector goals of revenue growth and profitability with public goals of providing affordable and available broadband services across the region?
- How will future system expansion be handled between the City and private sector providers and what contributions will the parties make to this infrastructure?
- What regional opportunities exist for collaboration?

Magellan will provide a recommendation for the most appropriate business model structure for Duarte.

TASK 7. CONCEPTUAL DESIGN

Based on the gap analysis, Magellan will develop a conceptual network design that includes the locations and type of infrastructure needed to address the needs of Duarte's community. The design leverage existing infrastructure and planned projects and will include recommended new infrastructure such as fiber-optic and wireless facilities to address the near- and long-term needs of residents, businesses, and community anchor institutions in Duarte. We will include GIS mapping of the proposed conceptual network design, which will be detailed enough to allow us to provide high-level cost estimates for implementing the broadband network. Our team will also help the City evaluate the feasibility and costs associated with different types of infrastructure to ensure that the final design meets the needs of the communities it will serve.

TASK 8: TECHNICAL SOLUTIONS & FINANCIAL ANALYSIS

We will work with the City to determine the pros/cons of various technologies as well as operation and management structures. Magellan's team will recommend the most feasible technical solution and business model for the City of Duarte based on capital costs, operating

expenses and capacity, alternative financing methods, as well as risk, timing, and service quality considerations.
Magellan proposes using our Broadband Financial Sustainability Model to evaluate the business and financial sustainability of the program. Using our financial tools, we suggest using the following process to conduct the business model analysis and make recommendations. We would propose using a 10-year period to analyze the project including:

- Develop the cost model for the network, including one-time and ongoing capital expenditures to build the network based on the most suitable technology solutions.
- Develop the cost model for capital investment and operations, including equipment, O&M, network operations, field services, staffing, billing, and customer service, as applicable to the proposed operational model.
- Conduct financial analysis on the project to determine overall financial sustainability.

TASK 9. IDENTIFY FUNDING SOURCES

Magellan's team will screen and identify feasible grant and loan programs for the City. Our analysis will look at the federal NTIA Programs including BEAD and EDA, as well as State Programs including FFA, CASF, Capital Projects and RAISE. We will identify the program size, details, qualifications, requirements and other key information for the City to determine the opportunity to fund some of its service area with federal or state funds. Based on the financial analysis, we will be able to provide the following information to the City to determine the best funding sources to be used for the various phases of the project. Some of the areas we will analyze include:

- State and federal grant programs
- Joint build and joint contribution projects
- Organizational structures available, for profit, non-profit, economic development corporations, joint powers authorities and joint ventures
- Public/private contribution models
- Total amount of funding needed for the project
- Capital versus operational funding needed for the project
- Funding term, identifying short-term and long-term portions of funding
- Optimizing public and private funding sources

TASK 10. STRATEGIC BROADBAND PLAN

Magellan will deliver a final comprehensive Strategic Broadband Plan to the City which will detail all tasks, goals, and recommended next steps for broadband enhancement. Magellan will take into account all feedback provided by City staff and key stakeholders. All previous deliverables will be compiled into this final Strategic Broadband Plan including technical memorandums and all recommendations from previous workshops. Magellan will present its findings to City leadership.

PROJECT MANAGEMENT

Magellan will coordinate with appropriate City staff for all of the project meetings. We will complete at a minimum the following meetings:

- One kick-off meeting with Project Team
- Weekly or Bi-weekly meetings and written status reports to City's Representative
- Meetings with local groups, stakeholders, and individuals
- Presentations to various community, business and government groups on the findings and recommendations, including to the Duarte City Council.

TIMELINE

Based on projects of a similar nature, we estimate that the City of Duarte's Broadband Strategic Plan process would take approximately eight (8) months to complete.

◆ Ongoing Task
☐ Final Deliverable

Magellan An ENTRUST Solutions Group Company	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Asset Inventory	◆	☐						
Market Analysis	◆	◆	☐					
Needs Assessment		◆	◆	☐				
Gap Analysis			◆	☐				
Assessment of City Policies		◆	◆	☐				
Business Model Evaluation			◆	☐				
Conceptual Network Design			◆	◆	☐			
Technical Solutions & Financial Analysis					◆	☐		
Identify Funding Sources						◆	☐	
Strategic Broadband Plan							◆	☐
Project Management & Meetings	◆	◆	◆	◆	◆	◆	◆	◆

COST PROPOSAL

The total cost to the City of Duarte for the Broadband Strategic Plan is $194,695. It includes all work to be completed by Magellan as stated in this proposal. Magellan will bill the City in eight (8) equal monthly payments of $24,336.88. Magellan will bill on the first day of the month for the current month's services. Travel and incidental expenses may result from 1 onsite workshop and will be billed as incurred. All other work for this project will be performed remotely. Invoices are payable on net 30 terms from the date of invoice.

Description	Cost
Asset Inventory	$17,700
Market Analysis	$11,800
Needs Assessment	$23,600
Gap Analysis	$17,700
Assessment of City Policies	$10,000
Business Model Evaluation	$11,800
Conceptual Network Design	$23,600
Technical Solutions & Financial Analysis	$17,700
Identify Funding Sources	$11,800
Strategic Broadband Plan	$23,600
Project Management & Meetings	$25,395
Total for Services	**$194,695**
Travel and Expenses	$5,000
Total Not to Exceed	**$199,695**

ITEM: 10.C

Consideration of Proposal to Add Three Maintenance Technicians Positions and Remove Two Senior Maintenance Technician Positions

Recommended Action:

It is recommended that the City Council amend the 2023-24 General Fund Budget to include three maintenance technician positions and remove two senior maintenance technician positions and a related budget amendment for $25,000 in account 1410-7002.

Attachments:
10C - Maintenance Technician Positions.pdf

City of Duarte

Agenda Item: 10C

CM Review: SCV
Fiscal Review: JP

AGENDA REPORT

MEETING DATE:	December 12, 2023
TO:	Mayor and Members of the City Council
FROM:	Craig Hensley, Community Development Director
SUBJECT:	Proposal to add three Maintenance Technician positions and remove two Senior Maintenance Technician position
RECOMMENDATION:	Amend the 2023-24 General Fund Budget to include three Maintenance Technician positions and remove two Senior Maintenance Technician positions and a related budget amendment for $25,000 in account 1410-7002.
FISCAL IMPACT:	There will be an increase of $25,000 to the 2023-24 General Fund Budget to add the additional staff position. This impact will increase over time with salary step increases. The annual impact is estimated at $49,000.

BACKGROUND

Currently, there are five budgeted positions in the Field Services division; one Field Services Manager and four Senior Maintenance Technicians. This has been the arrangement since 2014 when there were six budgeted positions. At that time, a Field Services Supervisor position was eliminated.

The field services crew performs vital tasks for the City that include irrigation maintenance, planting, repairs and general maintenance tasks. The crew also provides evening and weekend on-call coverage to address emergency issues after hours.

Within the past two months, the City has lost two of the four Senior Maintenance Technicians that left for positions in other cities. In the past few recruitments for Senior Maintenance Technician it has been very difficult to recruit qualified candidates. The recent recruitment was for both Senior Maintenance Technician and Maintenance Technician. There were no acceptable candidates for the Senior Maintenance Technician position but there were several good candidates for the Maintenance Technician position. This provided the opportunity to rethink the structure of the Field Services crew by hiring at the entry level, instead of the senior level and adding an additional position.

DISCUSSION/ANALYSIS

The proposed additional crew position will increase efficiency in addressing workload issues and it will create a better balance with on-call assignments.

One of the most pressing tasks is irrigation maintenance. Proactively maintaining the irrigation system is important for the long term success of the system and the health of plantings. In addition to repair, regular inspection and maintenance of irrigation systems is needed. The staffing model currently in place makes it difficult to manage the irrigation workload effectively without compromising quality or timely completion of tasks. This may ultimately lead to inefficient and costly water usage and damaged turf and plants. Adding additional staff will allow the manager to dedicate a person to maintaining this irrigation workload.

The Maintenance Technician is an entry level position, so under this proposed staffing model, future advancement to Senior Maintenance Technician is anticipated and will support the City's goal of encouraging professional development and succession planning. Any budget allocations necessary for this professional growth and advancement will be addressed as needed in future budgets.

RECOMMENDATION

Amend the 2023-24 General Fund Budget to include three Maintenance Technician positions and remove two Senior Maintenance Technician positions and a related budget amendment for $25,000 in account 1410-7002.

FISCAL IMPACT

There will be an increase of $25,000 to the 2023-24 General Fund Budget to add the additional staff position. This impact will increase over time with salary step increases. The annual impact is estimated at $49,000.

ITEM: 10.D

Consideration of Professional Services Agreement with Aquatic Design Group, Inc. for Design Services for the Fitness Center Pool Deck Renovation; Budget Amendment

Recommended Action:

It is recommended that the City Council 1) authorize the City Manager to execute this Professional Services Agreement with Aquatic Design Group, Inc. in the amount of $458,140 for design services for the Duarte Fitness Center Pool Deck Renovation, 2) Approve a budget amendment of $458,140 to the General Fund (100-1605-7965) and 3) direct staff to use Special Project General Funds or Undesignated General Funds.

Attachments:
10D - PSA with Aquatic Design Group, Inc.pdf

Agenda Item: 10D

CM Review: [handwritten initials]
Fiscal Review: [handwritten initials]

City of Duarte

AGENDA REPORT

MEETING DATE: December 12, 2023

TO: Mayor and Members of the City Council

FROM: Manuel Enriquez, Director of Parks and Recreation

SUBJECT: Professional Services Agreement with Aquatic Design Group, Inc. for Design Services for the Fitness Center Pool Deck Renovation; Budget Amendment

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to 1) Execute this Professional Services Agreement with Aquatic Design Group, Inc. in the amount of $458,140 for design services for the Duarte Fitness Center Pool Deck Renovation, 2) Approve a budget amendment of $458,140 to the General Fund (100-1605-7965) and 3) direct staff to use Special Project General Funds or Undesignated General Funds.

FISCAL IMPACT: Budget amendment of $458,140 to the General Fund (100-1605-7965).

BACKGROUND

On September 12, 2023, the City Council accepted and commented on the completed Fitness Center and Swimming Pools Assessment, conducted by LPA and Aquatic Design Group, Inc. Based on that assessment, which details the swimming pools, deck area, and mechanical equipment's existing conditions, code violations, deficiencies, and proposed improvements for restoration; the Council directed City staff to take the next steps to immediately repair the fatigued deck in order to reopen the pools and deck for safe public use. Beyond the immediate repairs, the Council also requested that City staff start the process of obtaining contracted design services to address the larger infrastructure items identified in the assessment.

DISCUSSION/ANALYSIS

On October 25, 2023, the City released a Request for Proposals (RFP) for Fitness Center Pool Deck Renovation Design Services. Overall, the RFP scope of work requested design services, including engineering and surveying, for the renovation design of the Duarte Fitness Center's existing aquatic amenities including decking, pools, equipment, locker rooms, and code related deficiencies from a firm that possesses the appropriate professional expertise and is thoroughly knowledgeable in the aquatics industry, with at least twenty (20) years' experience; however, the comprehensive scope of services is detailed in the attached agreement.

The response deadline closed on November 7, and although there were several inquiries from various firms, the City only received one response, from Aquatic Design Group, Inc.

Aquatic Design Group has over thirty years of experience working on projects of all shapes and sizes in 46 states and 27 countries around the world, including the Duarte Fitness Pool Improvements project in 2016 and the recently completed assessment. They specialize in all types of water including competitive, recreation and leisure pools, resort hotel pools, aquatic therapy, and wellness facilities. For this project, Aquatic Design Group is teaming up with Dahlin, who also brings a wealth of aquatic facility experience. Dahlin has 47 years of design excellence and has completed more than 70 municipal projects. Some of those projects include the Emerald Glen Recreation & Aquatic Complex for the City of Dublin, the Washington Community Swim Center in Sunnyvale and most recently, they were awarded the design contract for the City of Pico Rivera's Community Center and Aquatics Center, scheduled to open in 2025.

Although the recently awarded work for the necessary deck repairs will be completed by the first full week in February of 2024 and comes with a warranty of five (5) years, staff is of the opinion that this is the time to prioritize City facilities infrastructure and take the necessary planning steps to bring the Fitness Center's aquatic related amenities up to current code and to continue to meet stakeholder demand for high-quality aquatic recreational amenities. Moreover, this would ensure the City has a shovel ready infrastructure project that could begin construction in late 2024 or early 2025 if federal and/or state grant funding becomes available.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to 1) Execute this Professional Services Agreement with Aquatic Design Group, Inc. in the amount of $458,140 for design services for the Duarte Fitness Center Pool Deck Renovation and 2) Approve a budget amendment of $458,140 to the General Fund (100-1605-7965) and 3) direct staff to use Special Project General Funds or Undesignated General Funds.

FISCAL IMPACT

Budget amendment of $458,140 to the General Fund (100-1605-7965).

ATTACHMENT

Professional Services Agreement with Aquatic Design Group, Inc.

CITY OF DUARTE
AGREEMENT FOR PROFESSIONAL SERVICES

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

1. RECITALS

The City wishes to engage the services of Consultant to provide professional design services, including engineering and surveying, for the renovation design of the Duarte Fitness Center pool deck as described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

2. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until October 31, 2024 or until the tasks listed in the Scope of Services are completed, whichever is later, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the Parties.

3. SERVICES AND PERFORMANCE

A. In compliance with all terms and conditions of this Agreement, Consultant shall professional design services, including engineering and surveying, for the renovation design of the Duarte Fitness Center's existing aquatic amenities including decking, pools, equipment, locker rooms and code related deficiencies. The services are more particularly described in the "**Scope of Services**," which is attached hereto and incorporated herein by this reference as Exhibit A. The services may be referred to herein as the "**Services**" or "**Work**." In the event of any inconsistency between the terms of Exhibit A and this Agreement, the terms of this Agreement shall govern.

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

C. The experience, knowledge, capability, and reputation of Consultant, its principals, and employees were a substantial inducement for City to enter into this Agreement. Therefore, without the prior written approval of City, which may be given or withheld at City's sole and absolute discretion, Consultant shall not (i) contract with any other entity to perform in whole or in part the Services required hereunder; or (ii) transfer, assign, convey, or encumber (voluntarily or by operation of law) any or all of this Agreement.

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

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

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

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

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

4. MANAGEMENT

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

5. COMPENSATION

A. City agrees to pay Consultant an amount not to exceed $458,140.00, based on the Scope of Services set forth in Exhibit A.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all Work under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this subparagraph (A), Consultant shall submit a final invoice/report to City pursuant to Paragraph 4, and City shall be entitled to receive a return of the fee paid to Consultant, or portion thereof, if the reason for the termination is failure by Consultant to have timely performed the Services set forth in Exhibit A. In City's sole and absolute discretion, prior to effecting a suspension or termination pursuant to this subparagraph (A), City may first serve upon Consultant a written notice of the default specifying the default and the amount of time that Consultant shall have to cure, correct, or remedy the default. If Consultant fails to cure the default within the specified period of time, City shall have the right to immediately terminate this Agreement pursuant to this subparagraph (A). Notwithstanding any other provision of this Agreement to the contrary, City's termination of this Agreement pursuant to this subparagraph (A) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.

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

7. RECORDS AND OWNERSHIP OF DOCUMENTS

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

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

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

8. INDEMNIFICATION

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

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

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

9. INSURANCE

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

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

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

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

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

10. INDEPENDENT CONTRACTOR

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

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

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

11. NO UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

13. COVENANT AGAINST DISCRIMINATION

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

14. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

15. NOTICES

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

If to City:	City of Duarte Attn: Director of Parks and Recreation 1600 Huntington Drive Duarte, California 91010
If to Consultant:	Aquatic Design Group, Inc. Attn: Greg Ferrell 2226 Faraday Ave. Carlsbad, CA 92008

16. GOVERNING LAW; ATTORNEYS' FEES; LITIGATION MATTERS

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

17. RIGHTS AND REMEDIES ARE CUMULATIVE; WAIVER

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

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

18. SEVERABILITY

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

19. INTERPRETATION; ENTIRE AGREEMENT

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

20. CONFLICTS OF INTEREST

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

21. NO THIRD-PARTY BENEFICIARIES

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

22. PARAGRAPH HEADINGS AND SUBHEADINGS

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

23. COUNTERPARTS

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

24. EXECUTION OF CONTRACT

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

25. CITY MANAGER AUTHORITY

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

[Signatures on following page.]

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

CITY OF DUARTE

____
City Manager

Date: ______________________________

CONSULTANT
Aquatic Design Group, Inc.

By: ______________________________

Its: GREG FERRELL, PRINCIPAL ADA

Date: 12/7/23

ATTEST

____
City Clerk

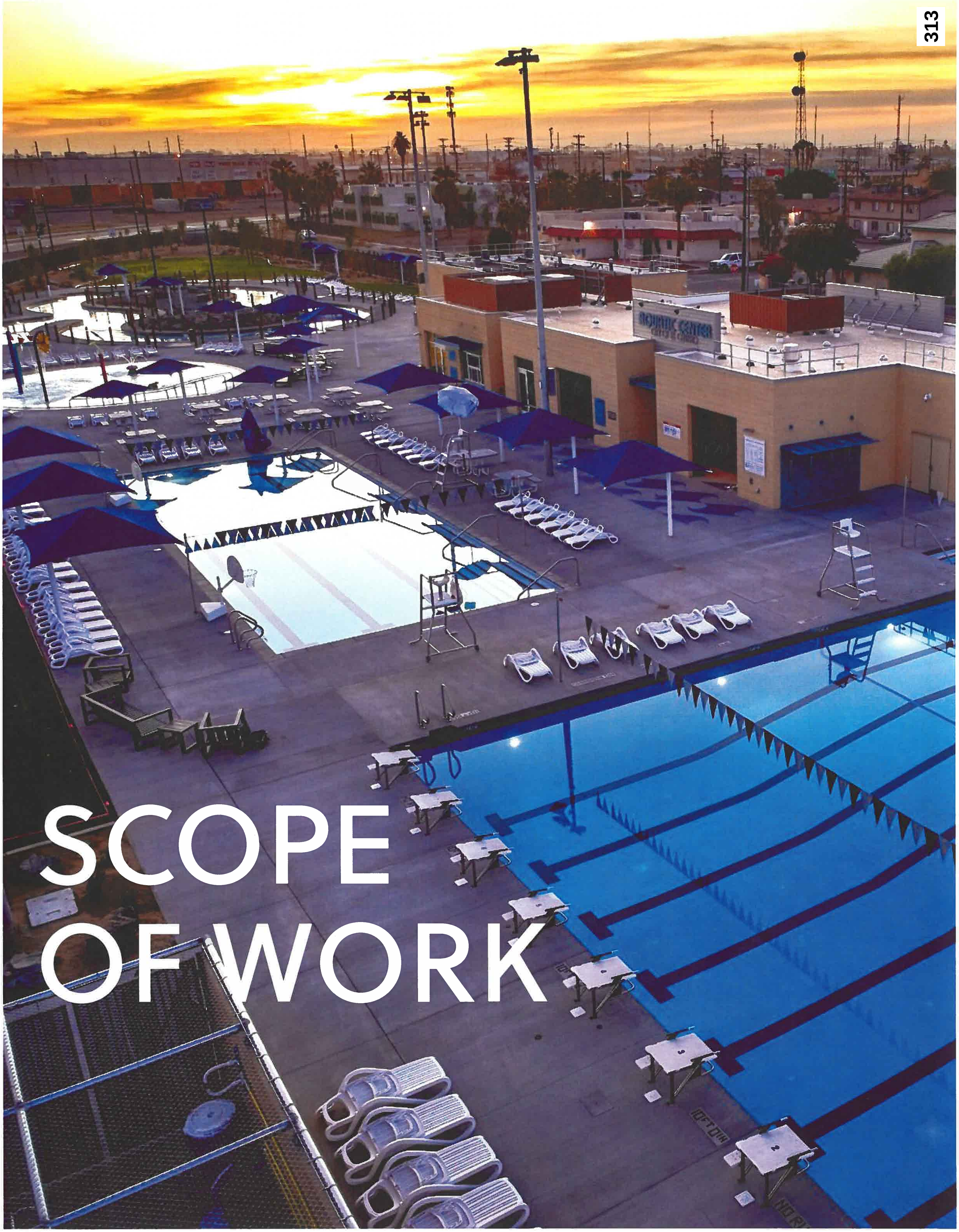
Date: ______________________________

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

____
City Attorney, City of Duarte

Date: ______________________________

SCOPE OF WORK



2. SCOPE OF WORK

1.0 INTRODUCTION

1.1 AQUATIC DESIGN GROUP, INC. of Carlsbad, California (hereinafter referred to as "CONSULTANT"), proposes to provide consulting design services to CITY OF DUARTE, (hereinafter referred to as "CLIENT") for the following project:

Duarte Fitness Center and Pool Renovation
Duarte, California

1.2 In conformance with the Request for Proposal dated 25 October 2023 as issued by Manuel Enriquez, CONSULTANT shall provide:

2.0 SCOPE OF WORK

2.1 CONSULTANT shall provide design and engineering services as hereinafter described for the following improvements for the Duarte Fitness Center:

2.1.1 Remove and Replace Swimming Pool Plaster

2.1.2 Remove and Replace Swimming Pool Decks and Deck Drainage

2.1.3 Remove and Replace Swimming Pool Mechanical / Chemical Systems

2.1.4 Restroom Improvements

2.1.5 Path-of-Travel and Site Improvements

2.1.6 Remove / Replace Perimeter Fence

2.1.7 Miscellaneous Improvements to Facility

3.0 SCOPE OF SERVICES

3.1 <u>Kick-Off, Survey and Geotechnical Investigation Phase:</u>

3.1.1 Meet with CLIENT and stakeholders to confirm programmatic needs and establish aquatic center design program priorities.

3.1.2 Review of existing site conditions and utility maps.

3.1.3 Complete topography survey.

3.1.4 Prepare Geotech report.

3.1.5 Project site plan.

3.2 Schematic Design Phase:

3.2.1 In conformance with the above scope of work and based upon the mutually agreed upon program, schedule and construction budget requirements, CONSULTANT shall prepare, for approval by CLIENT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. Schematic Design Phase deliverables shall include the following:

3.2.1.1 Swimming pools demolition plan and technical specifications.
3.2.1.2 Swimming pool deck demolition plan and technical specifications.
3.2.1.3 Building demolition plan and technical specifications for specific improvements.
3.2.1.4 Finalize Geotech report.
3.2.1.5 Finalize site plan.

3.2.2 CONSULTANT shall provide CLIENT with building and infrastructure requirements, including design criteria, as needed to service the swimming pool equipment, including:

3.2.2.1 Sanitary/storm sewer requirements and points of connection.
3.2.2.2 Domestic water requirements and points of connection.
3.2.2.3 Natural gas requirements and points of connection.
3.2.2.4 HVAC requirements for swimming pool equipment.
3.2.2.5 Electrical requirements and points of connection for swimming pool equipment.

3.2.3 CONSULTANT shall submit to CLIENT an estimate of probable construction cost based upon current area, volume, or other unit costs.

3.3 Design Development Phase:

3.3.1 Based upon the approved Schematic Design Documents and any adjustments authorized by CLIENT in the program, schedule or construction budget, CONSULTANT shall prepare, for approval by CLIENT, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to swimming pool facility architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. Design Development Phase deliverables shall include the following:

3.3.1.1 Swimming pool plan view(s).
3.3.1.2 Swimming pool longitudinal and cross-sections.
3.3.1.3 Swimming pool finish details.
3.3.1.4 Swimming pool rail goods details.
3.3.1.5 Swimming pool deck, deck drainage and appurtenances details.
3.3.1.6 Building plan view(s).
3.3.1.7 Building longitudinal and cross-sections.
3.3.1.8 Building finish details.
3.3.1.9 Perimeter fence plan view and details.
3.3.1.10 Outline specification in CSI format.

3.3.2 CONSULTANT shall advise CLIENT of any adjustments to the estimate of probable construction cost.

3.4 <u>Construction Documents Phase:</u>

3.4.1 Based upon the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by CLIENT, CONSULTANT shall prepare, for approval by CLIENT, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for construction of the Project. Construction Documents Phase deliverables shall include the following:

3.4.1.1 <u>Architectural Drawings:</u>

- Swimming pool plan view(s).
- Swimming pool longitudinal and cross-sections.
- Swimming pool finish details.
- Swimming pool rail goods details.
- Swimming pool deck plan views.
- Swimming pool deck domestic water and drainage details.
- Building plan view(s).
- Building longitudinal and cross-sections.
- Building finish details.
- Perimeter fence plan view and details.

3.4.1.2 <u>Structural Drawings:</u>

- Miscellaneous swimming pool deck and appurtenances structural details.
- Miscellaneous perimeter fence structural details.

3.4.1.3 Mechanical Drawings:

- Swimming pool piping plan.
- Swimming pool mechanical equipment piping plan.
- Swimming pool mechanical equipment sections.
- Miscellaneous swimming pool mechanical details.
- Miscellaneous building mechanical details.

3.4.1.4 Electrical Drawings:

- Swimming pool underwater lighting plan.
- Swimming pool single phase panel schedule.
- Miscellaneous swimming pool electrical details.
- Miscellaneous building electrical details.

3.4.1.5 Miscellaneous:

- Swimming pool structural calculations.
- Final form swimming pool technical specifications in CSI format.
- Miscellaneous swimming pool deck and appurtenances details.

3.4.2 CONSULTANT shall advise CLIENT of any adjustments to previous estimates of probable construction cost indicated by changes in requirements or general market conditions.

3.5 Visits to the Project Site:

3.5.1 CONSULTANT shall visit the offices of CLIENT and/or the Project Site up to the following:

3.5.1.1 Design Phases............................ Five (5) site visits
3.5.1.2 Construction Observation Phase... Ten (10) site visits

3.6 CONSULTANT's services are intended for the CLIENT's sole use and benefit and solely for the CLIENT's use on the Project. Except as agreed to in writing, CONSULTANT's services and work product shall not be used or relied on by any other person on entity, or for any purpose following substantial completion of the Project.

3.7 CONSULTANT's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that CONSULTANT shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances.

3.8 CONSULTANT shall seek to comply with Building Codes applicable to the Project as is consistent with the professional standard of care and may seek and rely on the direction and input of public officials and others in doing so.

3.9 CONSULTANT's services shall be limited to those expressly set forth above, and CONSULTANT shall have no other obligations or responsibilities for the Project except as agreed to in writing or as provided in this Agreement.

3.10 This Agreement and all obligations described herein are intended for the sole benefit of the Parties and are not intended to create any third-party rights or benefits.

4.0 EXCLUSIONS TO SCOPE OF SERVICES

4.1 CLIENT shall provide full information regarding requirements for the project, including a program which shall set forth CLIENT's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment, systems and site requirements. Additional information that may be required by CONSULTANT as prepared by other members of the project team shall include:

4.1.1 Destructive testing of existing building and pool structures to confirm as-built condition. Note: CONSULTANT cannot guarantee structural integrity of existing pool structures without confirming as-built condition of pool wall thickness, concrete reinforcement and compressive strength. Additional engineering for deficient structures will be considered an additional service and compensated for in conformance with Article 7.1.2, below.

4.1.2 Miscellaneous plan check and permit fees as may be required by regulatory agencies.

4.1.3 As-built drawings of existing facility. CLIENT to provide.

SCHEDULE

ITEM	DESCRIPTION	DURATION*	START	FINISH
1	Kick-Off, Survey and Geotechnical Investigation Phase	5 weeks	12/4/2023	1/5/2024
2	Schematic Design Phase & Budget Estimate	8 weeks	1/8/2024	3/1/2024
3	Schematic Design Review and Approval	2 weeks	3/4/2024	3/15/2024
4	Design Develoment Phase & Budget Estimate	9weeks	3/18/2024	5/17/2024
5	Design Development Review and Approval	2 weeks	5/20/2024	5/31/2024
6	Construction Documents & Estimate	10 weeks	6/3/2024	8/9/2024
7	Construction Document Review and Approval	2 weeks	8/12/2024	8/23/2024

** All durations are estimates and are subject to change.*

EXHIBIT B

Insurance Requirements

A. Insurance Required

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

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

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

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

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

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

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

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

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

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

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

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

ITEM: 10.E

Annual Appointment of City Councilmembers to Intergovernmental Organizations

Recommended Action:

It is recommended that the City Council 1) appoint a Councilmember to the San Gabriel Valley Mosquito & Vector Control District Board of Trustees to serve a two or four year term and 2) make appointments to other intergovernmental organizations for the upcoming year.

Attachments:
10E - Appointments to Intergovernmental Organizations.pdf

Agenda Item: 10E
CM Review: BV
Fiscal Review: JP

City of Duarte

AGENDA REPORT

MEETING DATE:	December 12, 2023
TO:	Mayor and Members of the City Council
FROM:	Brian Villalobos, City Manager
BY:	Annette Juarez, City Clerk
SUBJECT:	Annual Appointment of City Councilmembers to Intergovernmental Organizations
RECOMMENDATION:	It is recommended that the City Council appoint a Councilmember to the San Gabriel Valley Mosquito & Vector Control District Board of Trustees to serve a two or four year term; and make appointments to other intergovernmental organizations for the upcoming year
FISCAL IMPACT:	None

BACKGROUND

Each year, the City Council appoints individual Councilmembers to serve as either a Delegate, Representative, Director or Alternate to numerous intergovernmental organizations. A list of current appointees to these intergovernmental organizations is attached to this staff report.

DISCUSSION/ANALYSIS

The San Gabriel Valley Mosquito & Vector Control District has notified the City that the term held by Councilmember Finlay, as the City of Duarte representative on the Board of Trustees will end on December 31, 2023. The City Council will need to either reappoint Councilmember Finlay or select another Councilmember for the next term of office which may be two or four years, at the discretion of the City Council prior to January 9, 2024.

The City Council may also choose to change the City's Representative/Delegate and/or Alternate to any other intergovernmental organization for which a current vacancy does not exist.

RECOMMENDATION

It is recommended that the City Council appoint a Councilmember to the San Gabriel Valley Mosquito & Vector Control District Board of Trustees to serve a two or four year term; and make appointments to other intergovernmental organizations for the upcoming year.

FISCAL IMPACT

None.

ATTACHMENTS

A. List of Duarte City Council Intergovernmental Organizations and Appointees

Duarte City Council - Intergovernmental Organizations

AREA "D" EMERGENCY SERVICES		
Meetings date and time may vary	City Manager	Representative
Collaborates with the Area D coordinator and other cities to prepare for disaster management (trainings / protocols)	Full Council	Alternate
CALIFORNIA CONTRACT CITIES		
3rd Wednesday - 6:00 p.m.	Toney Lewis	Delegate
Provides opporunities for contracted cities to network, educate, and access partnerships, while promoting collaborative governance	Full Council	Alternate
CITY SELECTION COMMIITTEE (COUNTY)		
3-4 times a year, at the call of the Chairman	Margaret Finlay	Delegate
Consists of the mayor of each city within LA County and appoints representatives to such boards, commissions, and agencies such as LAFCO, LA County Metropolitain transporation Authority, ect.	Full Council	Alternate
DUARTE COMMUNITY COORDINATING COUNCIL		
Last Monday of the month - 7:00 p.m.	Tera Martin Del Campo	Delegate
Provides community services, activites, resources, and aid to members of the community through the coordination of non-profit organization	Toney Lewis	Alternate
DUARTE COMMUNITY SERVICE COUNCIL		
Meetings date and time may vary - dependent on outside factors, events, etc.	Vinh Truong	Delegate
Provides community services, resources and aid to individuals and families in Duarte through the alliance and generosity of local businesses and community members	Toney Lewis	Alternate
DUARTE EDUCATION FOUNDATION		
1st Monday - 6:00 p.m.	Margaret Finlay	Delegate
Non-profit fundraising corporation organized by community members to enrich schools and community facilities; provides financial support tc enhance the quality of education received by DUSD students	Jody Schulz	Alternate
FOOTHILL EMPLOYMENT AND TRAINING CONSORTIUM		
Quarterly - date and time may vary	Vinh Truong	Delegate
Provides workforce development, training, and education to potential employees and gives businesses access to a qualified, employable workforce	Samuel Kang	Alternate
FOOTHILL TRANSIT -$150/mtg		
Tuesday, May 23, 2023 – Annual Governing Board Meeting *2023 Foothill Transit Chats Update Meetings - Tentative Schedule:* *Thursday, March 23, 2023* *Thursday, April 20, 2023* *Tuesday, June 20, 2023* *Thursday, September 14, 2023* *Tuesday, October 17, 2023* *Thursday, December 7, 2023*	Cesar Garcia	Delegate
Elects representative to execute board and discusses Foothill Transit developments pertaining to the City and neighboring areas	Toney Lewis	Alternate
FOOTHILL GOLD LINE JPA (PHASE II) -$100/mtg		
2nd Thursday - 11:30 a.m.	Jody Schulz	Delegate
Provides discussion and input regarding planning, funding, design, and contruction of the Foothill Gold Line	Tera Martin Del Campo	Alternate
JOINT POWERS INSURANCE AUTHORITY		
Annual Meeting - July	Magaret Finlay	Delegate

Serves on the Authority's Board of Directors to ensure that agency members are represented in its governance; business and affairs of the JPIA are considered	City Manager/ Full Council	Alternate
LEAGUE OF CALIFORNIA CITIES		
1st Thursday - 7:00 p.m.	Toney Lewis	Delegate
Conducts affairs of the League, monitors and strengthens the organization's programs and resources, implements committes and offers to take on special assignments, and supports the League's vision, mission, and core beliefs	Full Council	Alternate
SGV COUNCIL OF GOVERNMENTS - $50/mo		
3rd Thursday - 4:00p.m.	Jody Schulz	Delegate
Discuss significant regional issues, implement policy direction adopted in the SGCOV Strategic Plan, and appoint committees to study specific policies and programs, all to better the communities that comprise the San Gabriel Valley	Tera Martin Del Campo	Alternate
SGV COG - ENERGY, ENVIRONMENT, NATURAL RESOURCES COMMITTEE		
3rd Wednesday - 1:00 p.m.	Vinh Truong	Delegate
Studies environmental, energy and natural resources issues of regional significance and provides policy direction to the SGVCOG Governing Board		
SGV COG - HOMELESSNESS COMMITTEE		
1st Wednesday - 8:00 a.m.	Jody Schulz	Delegate
Studies programs and matters pertaining to regional homelessness issues and provides policy direction to the SGVCOG Governing Board		
SGV COG - TRANSPORTATION COMMITTEE		
2nd Thursday - 4:00 p.m.	Samuel Kang	Delegate
Studies programs and matters pertaining to the regional issues of mobility, air quality, and transportation control measures and provides policy direction to the SGVCOG Governing Board		
SGV ECONOMIC PARTNERSHIP		
Meetings date and time may vary - dependent on outside factors, major events, etc.	Vinh Truong	Delegate
Discusses economic partnerships across sectors of education, entertainment, healthcare, transportation among 31 cities that comprise the San Gabriel Valley	Cesar Garcia	Alternate
SGV VECTOR CONTROL DISTRICT - $100/mo		
2nd Friday - 7:00 a.m.	Margaret Finlay	Delegate
Engages in meetings concerning mosquito borne diseases within the San Gabriel Valley and reviews the operations of the District		
SANITATION DISTRICTS #15 AND #22 - $250/mo		
4th Wednesday - 1:30 p.m.	Jody Schulz	Delegate
Engages in discussions pertaining to the construction, operation, and maintenance of collecting and treating wastewater, solid waste management, and converting waste into resources	Margaret Finlay	Alternate
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENT		
Regional Council Meetings - 1st Thursday - 12:00 p.m. *Annual General Assembly Meeting - April / May*	Margaret Finlay	Delegate
Conducts affairs of the SCAG and implements policy direction provided at the annual General Assembly meeting, acts upon policy recommendation from SCAG policy committees and external agencies, appoints committees to study specific problems/programs, and directions the actions of the agency thoughtout the year		