

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

**CITY COUNCIL CHAMBERS
1600 HUNTINGTON DRIVE, DUARTE, CA 91010
Tuesday, October 8, 2024
7:00 PM**

MISSION STATEMENT

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

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

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

ADA ACCESSIBILITY NOTICE:

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

Notice:

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

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

Notice:

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

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

Public comment:

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

Written: Submit written comment by emailing duarteinfo@accessduarte.com, prior to 4:00 p.m. on the day of the meeting. Comments will be distributed to the City Council and made available for public review.

PLEASE NOTE: The subject line of your public comment email must contain the Agenda item number or title. Public comments, including personal contact information, are considered public record. Please do not provide any personal information (i.e. phone numbers, addresses, etc.) that you do not want to be published.

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

1. CALL TO ORDER AND ROLL CALL
 - A. City Manager Written Comments
2. PLEDGE TO THE FLAG
3. ADOPTION OF THE AGENDA
4. SPECIAL ITEMS
 - A. Municipal Code Prosecution Update

- B. Community Development Department Update
- C. Parks and Recreation Department Update
- 5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS
- 6. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA
- 7. CONSENT CALENDAR
 - A. Motion to read all Resolutions and Ordinances presented for consideration by Title only and waive further reading (CC/HA/FA)
 - B. Approve absence(s) of City Councilmember(s) from the City Council meeting
 - C. Approval of Minutes - September 24, 2024 Regular Meeting (CC/HA/FA)
Recommended Action: Approve the minutes of September 24, 2024.
 - D. Approval of Warrants - October 8, 2024 (CC/HA/FA)
Recommended Action: Approve the warrants of October 8, 2024.
 - E. Community Development Department Update
Recommended Action: Receive and File the Community Development Department Update.
 - F. Parks and Recreation Department Update
Recommended Action: Receive and File the Parks and Recreation Department Update.
 - G. Resolution Fixing the City's 2025 Medical Insurance Contribution
Recommended Action: Approve Resolution No. 24-16 and Resolution No. 24-17 fixing the City's Medical Insurance contribution for Councilmembers and Employees for 2025.
 - H. Exclusive Negotiating Agreement with Red Mountain Group for the Properties at 1303-1305 Huntington Drive
Recommended Action: Authorize the City Manager to sign an Exclusive Negotiating Agreement (ENA) with Red Mountain Group to provide a period of time for the parties to negotiate the sale and development of the City owned properties at 1303-1305 Huntington Drive.
 - I. Resolution adopting the holiday schedule for City employees
Recommended Action: Adopt Resolution No. 24-21 adopting a holiday schedule for City employees for July 2024 – June 2025.

J. Amendment to the Service Agreement with Civica Law Group APC

Recommended Action: Authorize the City Manager to sign and execute an amended agreement between Civica Law Group APC for the prosecution of municipal code violations and approve a \$45,000 budget amendment for FY 2024-2025 to account number 1015-7684.

K. Award of Contract for the Fiscal Year 2024-25 CDBG ADA Curb Ramps Project No. 25-4, CDBG Project No. 602666-24

Recommended Action: Approve the award of contract for the FY 2024-25 CDBG ADA Curb Ramps Project to CJ Concrete Construction, Inc. in the amount of \$98,500.00 and up to a 25% contingency for additional work.

L. Proclamation Recognizing Digital Inclusion Week, October 7-11, 2024

Recommended Action: Proclaim October 7-11, 2024, as Digital Inclusion Week in the City of Duarte.

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

9. PUBLIC HEARINGS

A. 1763 Royal Oaks North – Royal Oaks Senior Living Facility Annexation and Prezone of the Royal Oaks property and abutting right-of-way into the City of Duarte.

Recommended Action: Approval of the project.

10. BUSINESS ITEMS

A. Ordinance Amending Sections of Duarte Municipal Code Chapters 5.04, 5.08, 5.12, 5.16, 5.24, and 5.60 Regarding License and Permit Fees and Resolution Adopting Existing License and Permit Fees

Recommended Action: Approve the first reading of Ordinance No. 926 and Resolution No. 24-22 confirming certain business license fees.

B. Discussion Regarding the Public, Education, and Government (PEG) Channel

Recommended Action: Discuss and consider whether the City should continue operating its Public, Education, and Government (PEG) channel.

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 2nd day of October, 2024.

Annette Juarez, MMC
City Clerk



MEMORANDUM

TO: City Council
FROM: Brian Villalobos, City Manager
DATE: October 1, 2024
SUBJECT: Comments on Agenda Items, Meeting of October 8, 2024

ITEM 4.A. (Special Items). Municipal Code Prosecution Update - Civica Law Group APC Managing Partner Mathew Silver will provide an update for the council.

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

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

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

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

ITEM 7.G. (Consent Calendar). Resolution No.'s 24-16 & 24-17 fixing the City's Medical Insurance contribution for Councilmembers and Employees for 2025 - Pursuant to the terms of the Memorandums of Understanding ("MOUs"), the City will contribute toward the cost of medical insurance indexed to the cost of CalPERS Blue Shield Access Plus Los Angeles premiums. Healthcare premiums will change as of January 1, 2025, and as a result, the contribution needs to be adjusted. Please note that while the CalPERS Blue Shield Access Plus Los Angeles premiums will increase by 6.84% from the last negotiated City contribution to premiums, the City's contribution as negotiated in the MOU allows for up to a 5% increase from the prior contributions. The City's contribution towards healthcare premiums as of January 1, 2025 will be \$814.18, \$1,628.39 and \$2,116.92 for employee only, employee + 1 and employee + 2 or more. The same healthcare contribution will also apply to the City Council, the City Manager, and the Assistant City Manager. While the new employer contribution amounts are the same for everyone, CalPERS requires a separate resolution for Councilmembers that are not enrolled in the CalPERS retirement system as optional members.

ITEM 7.H. (Consent Calendar). Exclusive Negotiating Agreement with Red Mountain Group for the Properties located at 1303-1305 Huntington Drive - In 2008, the former Redevelopment Agency purchased the property at 1305 Huntington Drive. Western Dental had been the tenant and the building was damaged by fire. The property was purchased "as is" and was later demolished. The plan was to hold the property for development as part of a redevelopment of the entire shopping center. In 2017, after Redevelopment ended in California, the City purchased the property from the Redevelopment Agency with General Fund dollars. In 2017, the City purchased the property at 1303 Huntington Drive. At the time, Sparr Liquor operated at the site. The City purchased the property, building and business. After the purchase, the City demolished the building. There were a variety of reasons for the purchase that included: cleaning up the corner, reducing the code complaints associated with the operation of the liquor store and combining the property with the 1305 property to hopefully spur an upgrade or rebuild of the shopping center. Red Mountain Group bought the former Big Lots building in 2023 as part of a portfolio of several Big Lots properties in California. Red Mountain is a shopping center owner that specializes in the upgrade of distressed shopping centers. It owns more than 4.7 million square feet across 18 states. Over the past few months, Staff has met with Red Mountain representatives several times to discuss options for upgrading the

entire shopping center and attracting quality tenants. The proposed ENA is the first step in land sale. It allows Red Mountain to market the corner property to prospective tenants which in turn should generate improved interest in the balance of the shopping center. This period also allows Red Mountain the time to work on a plan for property control in the center. The ENA will require Red Mountain to: market the property to National retail tenants and quick service restaurants/food uses; work with other properties in the shopping center, which may include property acquisition, master lease, partnership or other methods; consider a plan for a complete shopping center upgrade; and negotiate a property sale price with the City. The proposed negotiation period would be 180 days with the ability for extension up to 360 days if there is adequate progress. While Staff hopes that a final plan can be realized in this time frame, this is a very complicated deal with multiple owners involved and generating tenant interest with the condition of the current shopping center is very difficult. However, Staff feels that Red Mountain is uniquely qualified to move forward because of its experience and its ownership of one of the adjacent properties.

ITEM 7.I. (Consent Calendar). Resolution No. 24-21 Adopting a Holiday Schedule - Pursuant to Chapter 2.08.010 of the Duarte Municipal Code (“DMC”) observed holidays that impact the public offices of the City shall be designated by resolution of the city council. The City and the employee union have agreed to specific paid holidays in the current Memorandum of Understanding. The adoption of Resolution No. 24-21 would memorialize said agreed-upon holidays.

ITEM 7.J. (Consent Calendar). Civica Law Group APC Municipal Code Prosecution Contract Amendment - Matthew Silver and his team have been providing legal services to the City since 2015. On March 23, 2023, the City Council approved a flat fee of \$6,000 per month for the prosecution of Municipal Code Violations issued by LASD, which was initially based on handling approximately 6 citations per month. In 2023, 50 LASD citations were referred for prosecution, and year to date, 107 citations have been referred in 2024, averaging about 12 citations per month—double the initial projection. Due to the increase in citation volume, Civica Law Group APC is requesting a Contract Amendment increasing the flat fee rate from \$6,000 to \$11,000 per month for the prosecution of Municipal Code Violations.

ITEM 7.K. (Consent Calendar). Award of Contract for the Fiscal Year 2024-25 CDBG ADA Curb Ramps Project No. 25-4 and the CDBG Project No. 602666-24 - Duarte has been a participating city in the Los Angeles County Development Authority’s (LACDA) federal Community Development Block Grant (CDBG) Program for many years. The mission of the CDBG Program is to principally benefit low- and moderate-income persons, aid in the prevention of neighborhood deterioration and meet other urgent community development needs. This new project will remove non-compliant existing curb ramps that impede elderly and severely disabled residents’ safe paths of travel along city streets. Non-compliant curb ramps will be replaced with new ADA-compliant curb ramps with tactile domes. Installation of ADA-compliant improvements is an eligible activity under CDBG guidelines. The specifications for this project were made available and the project was published in accordance with the Duarte Municipal Code (DMC) Section 2.36.060. On August 29, 2024 nine (9) bids were submitted electronically. The lowest responsible and responsive bidder is CJ Concrete Construction, Inc; in the amount of \$98,500.00 and up to a 25% contingency for additional work.

ITEM 7.L. (Consent Calendar). Digital Inclusion Week Proclamation - Digital Inclusion Week (DIW) is an annual event organized by the National Digital Inclusion Alliance (NDIA) and its over 1,800 affiliates across the nation. DIW aims to raise awareness, recognize, and celebrate efforts to address the digital divide and promote digital equity. For 2024, DIW will be observed from October 7-11, with the theme, “Stronger Together: Mobilizing Towards Sustainability.” This theme emphasizes the importance of collaboration to ensure the sustainability of digital inclusion initiatives. The goal is to foster a digital inclusion ecosystem that promotes long-term solutions for ensuring that all individuals and communities, including those in underserved areas, have access to the necessary tools, knowledge, and resources for full participation in today’s digital world.

ITEM 9.A. (Public Hearing). Annexation of 1763 Royal Oaks Drive North - DBA “Royal Oaks” - The Applicant, HumanGood SoCal, is requesting annexation of the Royal Oaks Senior Living Facility located at 1763 Royal Oaks Drive North, within unincorporated Los Angeles County. This annexation would also include the abutting right-of-way of Royal Oaks Drive North. The process to accomplish this includes: amending the Land Use Element of the City’s General Plan to include the Institutional Land Use Designation; amending the Development Code to add a new Institutional (I) Zone; a Zone Change zoning the property to Institutional and amending the zoning map; and also a prezone for the subject property; and approval of an Negative Declaration in conformance with the California Environmental Quality Act (CEQA). In order for the Local Agency Formation Commission (LAFCO) to approve the annexation of Royal Oaks, the City Council must adopt the following resolutions and ordinances: **Resolution 24-18** – Prezone of the Royal Oaks property and abutting right-of-way into the City of Duarte, **Resolution 24-19** - Approval of a Negative Declaration for the project, **Resolution 24-20** - General Plan Amendment 24-01, and amendment to the General Plan to include the Institutional Land Use Designation within the Land Use Element, **Ordinance 924** - Municipal Code Amendment 24-01, an amendment to the Development Code for the addition of an Institutional Zone, **Ordinance 925** - Zone Change 24-01, zoning the property to Institutional and amending the zoning map.

ITEM 10.A. (Business Items). Ordinance No. 926 and Resolution No. 24-22 confirming certain business license fees - City staff are proposing an amendment to the Duarte Municipal Code (“DMC”) to update outdated provisions and to ensure that all business license fees are approved by City Council resolution. Amending the DMC to allow business license fees to be adopted by resolution would allow for more flexibility and responsiveness to the cost of services relating to business licenses. The adoption of Ordinance No. 926 and Resolution No. 24-22 would memorialize and confirm the existing business license fee schedule. It is anticipated that when the City completes its next Cost Allocation Plan and Service Fee Analysis in 2025, Staff will bring back a new resolution adopting an updated business license fee schedule for City Council approval.

ITEM 10.B. (Business Items). Discussion and Direction on the PEG Channel - The City’s Public, Education, and Government (PEG) Channel is a government access channel, with the specific intent to disseminate public information regarding: non-commercial governmental programming, convenient and information-rich resources for residents and the general public, and act as a source of information during local emergencies. The PEG Channel is only available on Spectrum channel three and does not have live streaming capabilities. It currently broadcasts playback of past City Council Meetings, event recaps, public service announcements, and weekly/monthly event forecasts. Additionally, the current system is outdated, and in urgent need of an upgrade to prevent critical failures. Due to this, the Community Center Audio Visual Upgrades project includes critical PEG Channel hardware and software upgrades (PEG channel software and hardware upgrades would cost an additional \$18,000 to install this year, and \$4,000 annually for future fiscal years). The City has also experienced the following hurdles with maintaining the channel: **Channel Outages** - In the past two years the channel has been down approximately nine months and Spectrum lacks the personnel to troubleshoot the problem. **Operating Costs** - As part of its franchise agreement, the City receives \$33,000 per year from Spectrum through “PEG Fees”. However, these fees can only fund capital improvement projects, not costs associated with annual maintenance and operations of the Channel. The PEG channel’s operating budget is currently \$41,600, and fully funded by the General Fund. This includes PEG Channel management costs that are subject to annual CPI increases and monthly Spectrum invoices. **Low Viewership** - Ultimately, the City Council needs to decide whether it wants to further invest in a channel with no to low viewership and engagement. It is staff’s belief, that residents find it more convenient to access news and follow Council meetings via the City’s web or mobile site as it is open to everyone, not just Spectrum cable subscribers, and they are able to watch live streamed meetings, not wait until it is uploaded on the PEG Channel.

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, SEPTEMBER 24, 2024
7:00 PM – Regular Session**

REGULAR SESSION

1. CALL TO ORDER

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

ROLL CALL:

Councilmembers Present: Finlay, Kang, Lewis, Martin Del Campo, Garcia, Truong
Councilmembers Absent: Schulz
Staff Present: Brian Villalobos, City Manager
Thai Viet Phan, City Attorney
Kristen Petersen, Assistant City Manager / Director of
Administrative Services
Craig Hensley, Director of Community Development
Larry Breceda, Director of Public Safety Services
Manuel Enriquez, Director of Parks and Recreation
Annette Juarez, City Clerk
Andres Rangel, Assistant to the City Manager
Albert Nuñez, Management Analyst
Frances Jimenez, Deputy City Clerk

2. PLEDGE TO THE FLAG

The flag salute was led by Doran Barnes.

3. ADOPTION OF THE ADOPTION

Moved by Councilmember Martin Del Campo, seconded by Mayor Pro Tem Garcia, and carried by the following vote of the Council to adopt the agenda.

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

4. SPECIAL ITEMS

A. Public Safety Department Update

Director of Public Safety Services Breceda gave an overview of the decline of Part 1 crimes in comparison to September 2023; shared the recent operations that took place around school zones; and provided an update on the Bridge Fire.

Per the City Council, Director Breceda shared data provided by Outreach Coordinator, Tony Hadloc regarding the reduction in calls for service and a declining need to provide outreach and resources to the transient community. Discussion ensued regarding concerned residents about the safety of Aloysia Moore Park.

The City Council shared appreciation for the department's work with the homeless population.

5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

Joanna Gee, Duarte Library, announced upcoming library events.

The City Council praised Joanna Gee for being an asset to the community.

Steve Hernandez stated that smoke alarms are being offered to residents for free and asked that volunteers assist with their installation.

Rosa Holguin, Duarte Unified Board of Education Member, invited residents to the upcoming Homecoming Game and Rotary events.

Assistant to the City Manager Rangel announced upcoming city events.

Carolyn Cargill, local District Manager for Starbucks and Store Manager Erika announced the opening of their newest Duarte location and invited the City to their grand opening.

Councilmember Finlay requested that the meeting be adjourned in memory of Bill Sato, husband of Tamoco Sato; and Valda Richters, resident of Duarte.

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 – September 10, 2024. (CC/HA/FA)
- D. Approval of Warrants – September 24, 2024. (CC/HA/FA)
- E. Receive and file the Monthly Financial Update.
- F. Receive and file the Public Safety Department Update.
- G. Approval of a contract with Advantec Consulting Engineers, Inc. to complete Professional Services for the Design of Traffic Signals at Buena Vista St. & Central Ave./Evergreen St. and Buena Vista St. & Kellwil Way; and approval of a \$60,000 budget amendment to the FY 2024-2025 Measure M Fund.
- H. Adoption of Resolution No. 24-14 amending the City’s current Conflict of Interest Code.
- I. Adoption by second reading of Ordinance No. 923 amending the Duarte Municipal Code to change the beginning and ending dates of Commissioner terms.
- J. Adoption of Resolution No. 24-15, formally expressing the City's support for Proposition 36, the Homelessness, Drug Addiction, and Theft Reduction Act.
- K. Approval of a ten percent contingency for the Professional Services Agreement with Aquatic Design Group, Inc. in the amount of \$45,814 for design services for the Duarte Fitness Center Pool Deck Renovation and approval of a budget amendment of \$45,814 from the General Fund (100-1605-7965).

Councilmember Finlay expressed support of Proposition 36 highlighted in item 7.J.

Moved by Councilmember Finlay, seconded by Councilmember Martin Del Campo, and carried by the following vote of the Council to approve Items 11A-11K of the Consent Calendar.

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

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

None.

9. PUBLIC HEARINGS

None.

10. BUSINESS ITEMS

A. DuarteBus Memorandum of Understanding (MOU) - Extension

Assistant City Manager / Director of Administrative Services Petersen provided background information on how the DuarteBus program came to be; shared data on the savings for the City of Duarte; introduced Doran Barnes, Foothill Transit Chief Executive Officer and Joseph Raquel, Foothill Transit Director of Planning; and shared the staff recommendation to extend the current Memorandum of Understanding.

Conversation ensued regarding expanding the fixed route service to neighboring cities, as well as bus options and maintenance required.

Doran Barnes discussed the size of vehicles and their corresponding cost drivers.

There was conversation regarding capital investments specifically updating or placing shelters at bus stops as well as the possibility of adding bus stops at certain locations.

Congratulations were given to Foothill Transit for becoming the newest members of the California Joint Powers Insurance Authority and to Director of Parks and Recreation Enriquez for being a finalist for the JPIA's Risk Manager of the Year award.

Moved by Councilmember Finlay, seconded by Mayor Pro Tem Garcia, and carried by the following vote of the Council to authorize the City Manager to execute the three-year option on the MOU with Foothill Transit to continue the operation of the DuarteBus fixed route service.

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

B. Consideration to Approve a Letter of Support for the California American Water Decoupling Proposal to the California Public Utilities Commission

Assistant to the City Manager Rangel provided an overview of the decoupling proposal by California American Water, explained both sides of the arguments; and detailed what a letter of support would entail.

Discussion ensued regarding the timeline of the proposal, the deadline to submit a letter of support, and the impact decoupling has on users and water consumption as a whole. After further conversation, the City Council concurred that they did not have enough information and would take no action.

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

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

11. CONTINUATION OF ORAL COMMUNICATIONS

None.

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

City Manager Villalobos reported he attended a meeting of the League of California Cities with the Los Angeles County Fire Association regarding Measure E; participated in the San Gabriel Valley City Manager’s Association meeting which discussed Measure A; and thanked Parks and Recreation for their efforts at the City Picnic.

Councilmember Martin Del Campo reported she attended the Foothill Metro Extension meeting and thanked Staff for putting on the City Picnic.

Councilmember Finlay expressed concerns about residents feeding wildlife; reported on attending Congresswoman Grace Napolitano’s retirement party; recounted her experience working with the Congresswoman; and shared resident complaints regarding landscaping done by Mariposa Landscapes, Inc.

Councilmember Lewis expressed regret at being unable to attend the City Picnic.

Councilmember Kang thanked the Parks and Recreation Department for their recent work; shared a few words of appreciation for Congresswoman Grace Napolitano in honor of her retirement; thanked her staff for their work over the years; and inquired about a recent traffic collision.

Mayor Pro Tem Garcia thanked Congresswoman Grace Napolitano for all the work she has done that now benefits Duarte residents; shared appreciation for Human Resources Specialist Michelle Brown for organizing the employee health fair; and commended Recreation Supervisor George Dang for designing the merchandise displayed at the City Picnic. He also shared appreciation for Director of Parks and Recreation Enriquez and Recreation Coordinator Kelly Barnes for a successful event; and gave an overview of past community events he attended.

Mayor Truong thanked his City Council colleagues for sponsoring belts at the Youth Boxing Show and shared appreciation for the City Picnic.

Conversation was had about the planning logistics for the future Route 66 parade taking place in 2026.

The City Council thanked City Staff for allowing local organizations to fundraise at the City Picnic.

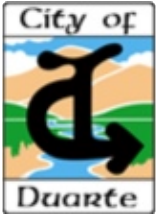
Mayor Truong reported he attended the North San Gabriel Riverbed working group and the Foothill Workforce Development Board Meeting

13. ADJOURNMENT

At 8:25 p.m., the City Council adjourned the meeting in honor of Bill Sato and Valda Richters.

Vinh Truong, Mayor

Annette Juarez, City Clerk



City of Duarte

Council Warrant Register By Account By Fund

Payment Dates 9/26/2024 - 10/9/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-2124	GRISELDA FRANCO	Gazebo Rent Deposit Refund	220236		50.00
100-1205-7779	DELONG UNLIMITED SCREEN ...	WIN Uniforms	220227	202502-WIN/1205-7779-Sum...	248.06
100-2125	REGIONAL TAP SERVICE CENT...	TAP Card Reload 7/2024	220252		70.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	Parks/Grill Brush/Pest Control	BD25-0353		113.27
100-1020-7713	HOME DEPOT CREDIT SERVICES	Museum Sign Mounting Supplies	BD25-0353		66.76
100-1205-7650	SIERRA CHEVROLET OF MON...	Vehicle 33 Service/Repair	220256		660.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	Cleaning Supplies/Tools	BD25-0353		254.04
100-1405-7965	LDM ASSOCIATES INC	FY25 Federal Grant Administration 7/2024	5010		240.00
100-1605-7733	BEN RUSHING	SC Vinyl Record Party Entertainment	220254		150.00
100-1605-7733	THEODORE SIEGEL	SC 'Young Frankenstein' Screening/Presentation	220255		150.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	Plumbing Tools	BD25-0353		38.20
100-1610-7618	HOME DEPOT CREDIT SERVICES	Trash Bin Lid Chain	BD25-0353		57.85
100-1605-7730	HOME DEPOT CREDIT SERVICES	Halloween Decorations	BD25-0353		384.65
100-1610-7650	CITY OF MONROVIA	Fuel-Facility Maintenance 7/2024	220247		1,065.34
100-1610-7617	FULLER ENGINEERING INC	Pool Chemcials	4998		781.37
100-1015-7686	JONES MAYER	Zero Bail Injunction	220244		384.61
100-1605-7733	DUARTE PETTY CASH/BINGO ...	SC Bingo Prize Money	220229		165.00
100-1610-7650	HUNTINGTON TIRE & AUTO C...	Unit 14 Tires & Alignment	5002		1,032.05
100-1610-7618	MIRACLE RECREATION EQUIP...	Hacienda Park Playground Equipment Parts	5014		1,614.93
100-2125	REGIONAL TAP SERVICE CENT...	TAP Card Reload 8/2024	220252		20.00
100-1205-7650	FAST 5 HOLDING COMPANY L...	Vehicle Car Washes 8/2024	220234		140.00
100-1205-7781	FAST 5 HOLDING COMPANY L...	Vehicle Car Washes 8/2024	220234		119.00
100-1405-7650	FAST 5 HOLDING COMPANY L...	Vehicle Car Washes 8/2024	220234		28.00
100-1410-7650	FAST 5 HOLDING COMPANY L...	Vehicle Car Washes 8/2024	220234		28.00
100-1815-7830	CLOUD CONNECT SOLUTIONS ...	Phone-SD Wan w/VELO/SIP & E911 Bundle 10/2024	4991		1,668.09
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 10/2024	5031		608.30
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 10/2024	5031		464.20
100-1815-7821	THE TECHNOLOGY DEPOT INC	Ruckus Cloud Mgmt 10/2024	5031		399.20
100-1205-7780	SAN GABRIEL VALLEY HUMAN...	Animal Shelter Services 9/2024	5021		6,250.00
100-1205-7980	MYRON OPERATIONS LLC	2025 Planners	220248		644.03
100-1610-7652	FAITH FIRE EXTINGUISHER & S...	CC Kitchen Semi Annual Fire System Service	220233		185.11
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Srvcs 8/18/2024 - 8/31/2024	4984		7,510.32
100-1605-7732	IMAGEN INC	City Picnic Tote Bags	220240		1,391.46
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 9/01/2024 - 9/30/2024	BD25-0352		433.48
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 33,34,24,31,25,35 Maint Fees 9/2024	BD25-0352		295.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 26 Lease/Maint/Tire 9/01/2024 - 9/30/2024	BD25-0352		856.37
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 7 Lease/Maint 9/01/2024 - 9/30/2024	BD25-0352		782.73
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 11 Lease/Maint 9/01/2024 - 9/30/2024	BD25-0352		702.14
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 9/01/2024 - 9/30/2024	BD25-0352		591.64

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 9/01/2024 - 9/30/2024	BD25-0352		584.85
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 6 Lease/Maint 9/01/2024 - 9/30/2024	BD25-0352		578.99
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 9/01/2024 - 9/30/2024	BD25-0352		574.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 9/01/2024 - 9/30/2024	BD25-0352		566.88
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 9/01/2024 - 9/30/2024	BD25-0352		556.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 36 Lease/Maint 9/01/2024 - 9/30/2024	BD25-0352		478.95
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 9/01/2024 - 9/30/2024	BD25-0352		476.29
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 19 Lease/Maint 9/01/2024 - 9/30/2024	BD25-0352		446.50
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 9/01/2024 - 9/30/2024	BD25-0352		431.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 20 Lease/Maint 9/01/2024 - 9/30/2024	BD25-0352		394.30
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 9/01/2024 - 9/30/2024	BD25-0352		223.12
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 15 Lease/Maint 9/01/2024 - 9/30/2024	BD25-0352		1,086.65
100-1015-7684	CIVICA LAW GROUP, APC	1001 Las Lomas Legal 8/2024	4990		1,998.59
100-1015-7684	CIVICA LAW GROUP, APC	1318 Galen St Legal 8/2024	4990		700.00
100-1015-7684	CIVICA LAW GROUP, APC	2352 Rim Rd Legal 8/2024	4990		3,925.00
100-1015-7684	CIVICA LAW GROUP, APC	General Code Enforcement Legal 8/2024	4990		3,678.20
100-1015-7684	CIVICA LAW GROUP, APC	Mendoza v Duarte-Admin Appeal Legal 8/2024	4990		3,942.64
100-1015-7684	CIVICA LAW GROUP, APC	Tobacco Enforcement Code Updates 8/2024	4990	202419-Code Enforcement Le...	850.00
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations 8/2024	4990		6,000.00
100-1015-7684	CIVICA LAW GROUP, APC	LASD Cost (Expenses)	4990		31.53
100-1810-7660	CALIFORNIA STATE DEPARTM...	Fingerprint Apps 8/2024	4986		32.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	ROP Chair Cart Repairs/Hardware	BD25-0353		226.22
100-1805-7653	SUPERIOR PRESS	A/P Account Deposit Slips	BD25-0351		105.81
100-1815-7820	TYLER TECHNOLOGIES INC	Finance System Support 10/01/2024 - 12/31/2024	220259		12,984.96
100-1610-7618	SMART & FINAL	Meeting/Kitchen Supplies	5024		104.06
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 8/2024	5012		460,322.91
100-1605-7002	PAMELA ROMERO	CPR Stipend	5019		76.92
100-1410-7887	GARVEY EQUIPMENT COMPA...	Equipment Repairs & Tools	220237		135.43
100-1410-7980	GARVEY EQUIPMENT COMPA...	Equipment Repairs & Tools	220237		230.94
100-1810-7980	STUBBIES PROMOTIONS INC	Benefit Fair Giveaway	5028		530.91
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maint Supplies/Repairs	BD25-0353		129.72
100-1605-7741	CHALLENGER TEAMWEAR	Youth Sports Medals	4988		47.97
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maint Supplies/Repairs	BD25-0353		64.76
100-1825-7614	STAMP-OUT INC	CMD AP Stamp/Finance Stamp	5025		213.29
100-1610-7652	ALBERTOS PLUMBING	SC Garbage Disposal	4983		1,100.00
100-1605-7739	THE SAUCE CREATIVE SERVICE...	City News Fall 2024 Design	5032		7,650.00
100-1605-7739	THE SAUCE CREATIVE SERVICE...	City News Fall 2024 Printing	5032		8,923.25
100-1610-7618	WAXIE SANITARY SUPPLY	Building Maintenance Supplies	5041		503.31
100-1020-7720	TRIPEPI SMITH & ASSOCIATES	PEG Channel Management Services 9/2024	5033		1,990.00
100-1020-7712	TRIPEPI SMITH & ASSOCIATES	Communication & Social Media Management 9/2024	5033		9,391.00
100-1410-7810	Friedrich Enterprises Inc	Las Brisas Sweeping 9/2024	4982		61.00
100-1410-7810	Friedrich Enterprises Inc	Las Posadas Sweeping 9/2024	4982		61.00
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Recycled Paper Products Janitorial Supplies	5023		1,019.36

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Building Maintenance Supplies	5023		1,287.92
100-1605-7750	INLAND EMPIRE STAGES LTD	Excursion Transportation- Doheny Beach 9/13/24	220241		1,716.38
100-1405-7690	LUZ YESENIA PAEZ	Planning Commission Meeting	220249		50.00
100-1405-7690	CHRISTINA HEANY	Planning Commission Meeting	5000		50.00
100-1405-7690	BRIAN QUANDT	Planning Commission Meeting	220251		50.00
100-1405-7690	WALLACE WOLFF	Planning Commission Meeting	220260		50.00
100-4408	DUARTE UNIFIED SCHOOL DIS...	SBA/Nextel Lease 9/2024	220231	250004 - Property Rent - Next...	2,001.51
100-1605-7733	HEULYN REGINA DUMAS-JOH...	SC Sewing Instructor 10/2024	4993		432.00
100-1610-8100	GOLDEN SUN ENTERPRISES INC	Change Order 01	220238	202313/100-1610-8100-Parks...	14,865.69
100-1610-8100	GOLDEN SUN ENTERPRISES INC	Beardslee Park Restroom Replacement Site Work	220238	202313/100-1610-8100-Parks...	149,777.00
100-2127	GOLDEN SUN ENTERPRISES INC	Retention	220238	202313/100-2127-Retention-...	-8,232.13
100-1605-7745	DELONG UNLIMITED SCREEN ...	TC Boxing Polo Shirts	220227		302.09
100-1610-7618	SOUTHEAST CONSTRUCTION ...	Park Dirt	220258		1,275.04
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4989		42.65
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4989		9.31
100-1605-7732	CURO MANAGED PRINT PRO...	City Picnic Signage	220225		309.80
100-1610-7652	IMS REFRIGERATION INC	CC Freezer Service/Repair	5003		344.36
100-2126	MAJESTIC PLASTER FINISHES I...	Const/Demo Deposit Refund (Pmt #2024-290)	220246		2,000.00
100-5004	MAJESTIC PLASTER FINISHES I...	Administrative Fee (Pmt #2024290)	220246		-125.00
100-1205-7650	VISION COMMUNICATIONS CO	Vehicle 23 Radio Repair	5040		440.00
100-1605-7732	SMART & FINAL	City Picnic Supplies	5024		292.46
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	4998		436.91
100-1410-7980	DARRELL RAY CARROLL	Padlocks for Citywide Use	220220		682.67
100-1610-7652	DARRELL RAY CARROLL	City Hall Restroom Key Copies	220220		148.84
100-1020-7980	JK PROPERTY SERVICES INC	Citywide Holiday Decorations/Lights	220243		4,545.00
100-1605-7732	CURO MANAGED PRINT PRO...	Reserved Parking For City Officials Signs	220225		214.99
100-1605-7614	STAPLES	Printer Toner	5026		305.15
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Srvcs 9/1/2024 - 9/14/2024	4984		6,762.77
100-1610-7618	SIMON EQUIPMENT RENTALS	Beardslee Park Tool Rental	220257		136.65
100-1605-7735	SMART & FINAL	TC Cooking Class Supplies	5024		55.28
100-1825-7626	FEDEX	Document Delivery	220235		29.84
100-1020-7710	LUDECKE PROPERTY MANAG...	Chamber Lease 10/2024	220245		1,750.00
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 9/19/24	5029		160.00
100-1605-7732	SIMON EQUIPMENT RENTALS	City Picnic Generator Rental	220257		314.80
100-1605-7732	PARTY PRONTO INC	City Picnic Inflatable Entertainment	220250		10,152.00
100-1610-7652	INX BUILDING MAINTENANCE	SC Rental Clean-up (Dining Room/Patio/Restrooms)	5004		142.34
100-1605-7732	DOLPHIN RENTS INC	City Picnic Table/Chairs/Linens/Etc Rental	4992		15,412.51
100-1205-7787	MVP, LLC	Public Safety Lease	5016		9,221.00
100-1825-7613	GRAND PRINTING INC	"Request for Service" Forms	220239		571.54
100-1610-7652	MUSCO SPORTS LIGHTING LLC	Royal Oaks Park Basketball Court Light Module	5015		3,664.64
100-1810-7980	SMART & FINAL	Health Fair Vendor Coffee & Snacks	5024		132.94
100-1005-7640	CESAR A GARCIA	Council Vehicle Allowance	4999		75.00
100-1005-7641	TERA MARTIN DEL CAMPO	Council Vehicle Allowance	5013		75.00
100-1005-7642	MARGARET FINLAY	Council Vehicle Allowance	4996		75.00
100-1005-7643	VINH TRUONG	Council Vehicle Allowance	5034		75.00
100-1005-7644	JODY ERRANDI SCHULZ	Council Vehicle Allowance	5022		75.00
100-1005-7648	SAMUEL KANG	Council Vehicle Allowance	5007		75.00
100-1005-7650	TONEY LEWIS	Council Vehicle Allowance	5011		75.00

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	5008		435.00
100-1825-7674	TERESA RENTERIA	Health Insurance Reimbursement	5017		566.00
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	4994		435.00
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	4987		566.00
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	220219		435.00
100-1825-7674	JOHN FASANA	Health Insurance Reimbursement	4995		435.00
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	4985		218.00
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	5001		435.00
100-1825-7674	MICHAEL TARR	Health Insurance Reimbursement	5030		435.00
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	5024		202.52
100-1605-7732	JAG ENDEAVORS LLC	City Picnic Shirts	220242		1,461.83
100-4808	HUA XIANG	Fall 2024 Adult Swim Refund	220261		56.00
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	5024		125.42
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 8/2024	5018		920.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 8/2024	5018		1,960.00
100-1405-7965	RKA CONSULTING GROUP	ATP Cycle 4 Ped/Bike Improvements 8/2024	5018	202118-ATP Cycle 4-Professio...	200.00
100-1405-7965	RKA CONSULTING GROUP	Watson Multi Use Trail Rehab 8/2024	5018	202412-Prof Svc-FY24 Bike Tra...	440.00
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4989		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4989		9.31
100-1605-7729	DAVID CENICEROS	Concerts Damaged Equipment Reimbursement	220221		377.94
100-1605-7612	DUARTE RECREATION PETTY ...	K Barnes Friends of the Duarte Library Membership	220230		15.00
100-1605-7614	DUARTE RECREATION PETTY ...	Storage Container	220230		8.11
100-1605-7735	DUARTE RECREATION PETTY ...	TC Back to School BBQ Gift Cards	220230		40.00
100-1605-7735	DUARTE RECREATION PETTY ...	TC Back to School BBQ Supplies	220230		18.09
100-1605-7737	DUARTE RECREATION PETTY ...	SC Doheny Beach Parking	220230		115.55
100-1605-7741	J & J SPORTS & TROPHIES	Youth Sports Ice Packs	5005		363.54
100-1005-7640	U.S. BANK	Cesar Garcia League of CA Cities Conf Reg 10/2024	5037		700.00
100-1005-7648	U.S. BANK	Sam Kang League of CA Cities Conf Reg 10/2024	5037		700.00
100-1005-7650	U.S. BANK	Toney Lewis League CA Cities Conf Reg 10/2024	5037		700.00
100-1005-7980	U.S. BANK	DashPass 9/5/2024 - 10/5/2024 (DoorDash)	5037		9.99
100-1010-7610	U.S. BANK	Brian Villalobos Mtg w/Cap Meza (Mikomi Sushi)	5037		53.40
100-1010-7610	U.S. BANK	Brian Villalobos 2024 CCCA Fall Ed Hotel (Seabird)	5037		780.28
100-1010-7612	U.S. BANK	Pasadena Star News Online Subscription	5037		18.00
100-1010-7980	U.S. BANK	Arts Ad Hoc Committee Mtg 9/17/24 (InstaCart)	5037		45.94
100-1010-7980	U.S. BANK	CC Candidate Orientation 8/27/24 (Instacart-S&F)	5037		43.59
100-1010-7980	U.S. BANK	CC Candidate Orientation 8/27/24 (Tropicana Mkt)	5037		72.75
100-1010-7980	U.S. BANK	CC Meeting 9/10/24 (Sweet Nothings Cake Shop)	5037		31.70
100-1010-7980	U.S. BANK	CC Meeting 9/10/24 (Chipotle)	5037		246.17

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100-1010-7980	U.S. BANK	Arts Ad Hoc Committee Mtg 9/17/24 (Cabreras)	5037		192.40
100-1020-7712	U.S. BANK	Spotify Suscription	5037		19.99
100-1405-7612	U.S. BANK	Work Area Traffic Control Handbook 2024 (BNI News)	5035		109.98
100-1410-7610	U.S. BANK	Gerard Batista MSA General Meeting/Training	5035		25.75
100-1410-7612	U.S. BANK	Safe & Effective Use of Pesticides (Amazon)	5035		158.76
100-1410-7621	U.S. BANK	(30) Nylon American Flags (Amazon)	5035		693.60
100-1410-7980	U.S. BANK	OFF! Deep Woods Insect Repellant (Amazon)	5035		32.80
100-1020-7711	U.S. BANK	Balance-Employee Labor Day Lunch (TacosMiAmor)	5036		258.99
100-1205-7779	U.S. BANK	(27 Tkts) DART Event 9/20/24 (Universal Studios)	5036		2,268.00
100-1605-7733	U.S. BANK	Netflix-Senior Ctr 9/4/2024 - 10/3/2024	5036		7.74
100-1605-7735	U.S. BANK	Netflix-Teen Ctr 9/4/2024 - 10/3/2024	5036		7.75
100-1805-7610	U.S. BANK	Kristen Petersen League CA Cities Conf Reg 12/2024	5036		500.00
100-1805-7612	U.S. BANK	Costco Business Annual Membership	5036		130.00
100-1805-7614	U.S. BANK	Office Supplies (Smart & Final)	5036		60.15
100-1805-7980	U.S. BANK	UCB C Charger/Earpods (Best Buy)	5036		53.99
100-1805-7980	U.S. BANK	Admin Srvs Staff Mtg 9/12/24 (T Burgers)	5036		83.08
100-1810-7980	U.S. BANK	Employee Labor Day Event Dessert (Handels)	5036		540.00
100-1810-7980	U.S. BANK	Employee Labor Day Event Supplies (Ranch Mkt)	5036		251.37
100-1810-7980	U.S. BANK	Employee Labor Day Event Supplies (Smart & Final)	5036		153.62
100-1810-7980	U.S. BANK	Employee Recognition Items (Trader Joes)	5036		92.71
100-1810-7980	U.S. BANK	Employee Health Fair Giveaway (Amazon)	5036		49.61
100-1815-7632	U.S. BANK	Finance Webinar 9/7/2024 - 10/6/2024 (Zoom)	5036		80.00
100-1815-7632	U.S. BANK	Adobe Creative Cloud/Acrobat Pro 9/13/24-10/12/24	5036		849.68
100-1825-7613	U.S. BANK	Business License Stickers (Car Stickers Inc)	5036		90.00
100-1020-7711	U.S. BANK	Raffle Winner Dodger Tickets (TickPick)	5038		228.00
100-1605-7610	U.S. BANK	Kelly Barnes CPRS Conf Lodging 3/2025(AirBnB)	5038		505.18
100-1605-7610	U.S. BANK	Kelly Barnes 2025 CPRS Conference Registration	5038		495.00
100-1605-7612	U.S. BANK	Kelly Barnes CPRS Membership Dues	5038		165.00
100-1605-7614	U.S. BANK	Stamp Pad Ink (Amazon)	5038		72.05
100-1605-7614	U.S. BANK	Paper Plates (Amazon)	5038		36.26
100-1605-7614	U.S. BANK	Refund-Counterfeit Toner (Amazon)	5038		-475.18
100-1605-7614	U.S. BANK	Power Wand (Amazon)	5038		19.44
100-1605-7614	U.S. BANK	Office Supplies (Amazon)	5038		22.67
100-1605-7614	U.S. BANK	Office Pens (Amazon)	5038		28.26
100-1605-7614	U.S. BANK	Electric Can Opener (Amazon)	5038		37.47
100-1605-7693	U.S. BANK	MYC Dinner 9/9/24 (Little Caesars)	5038		68.72

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100-1605-7730	U.S. BANK	Dia de los Muertos Supplies (Etsy Inc)	5038		311.40
100-1605-7730	U.S. BANK	Halloween Candy (Target)	5038		125.44
100-1605-7730	U.S. BANK	Halloween Event Supplies (Target)	5038		74.97
100-1605-7730	U.S. BANK	City Picnic Game Zone Workout Boxes (Amazon)	5038		99.00
100-1605-7732	U.S. BANK	City Picnic Portable Toilets (Eagle Portables)	5038		1,879.43
100-1605-7732	U.S. BANK	City Picnic DART Lunch (Domino's)	5038		114.57
100-1605-7732	U.S. BANK	City Picnic Goodie Bag Supplies (Amazon)	5038		520.58
100-1605-7732	U.S. BANK	City Picnic Staff Appreciation Coffee (Starbucks)	5038		16.45
100-1605-7732	U.S. BANK	City Picnic Banners (Amazon)	5038		198.30
100-1605-7732	U.S. BANK	City Picnic Pennant Flags/Napkins (Amazon)	5038		490.35
100-1605-7732	U.S. BANK	City Picnic Outdoor Games (Amazon)	5038		350.60
100-1605-7732	U.S. BANK	City Picnic LA County Health Permit Fee	5038		1,934.00
100-1605-7733	U.S. BANK	SC Samsung 65" Smart TV w/Warranty (Costco)	5038		1,318.73
100-1605-7733	U.S. BANK	SC Entertainment 12/9/24 (Sunset Creative Prod)	5038		390.00
100-1605-7733	U.S. BANK	SC Cables (Monoprice)	5038		51.23
100-1605-7733	U.S. BANK	SC Special Event Gift Cards (Amazon)	5038		190.00
100-1605-7734	U.S. BANK	FC Copier Paper (Amazon)	5038		54.01
100-1605-7734	U.S. BANK	FC Desk Side Storage (Amazon)	5038		36.37
100-1605-7734	U.S. BANK	FC Storage Container (Amazon)	5038		79.36
100-1605-7735	U.S. BANK	TC Paint Brushes (Amazon)	5038		54.91
100-1605-7735	U.S. BANK	TC Back to School BBQ Gift Card (Amazon)	5038		20.00
100-1605-7735	U.S. BANK	TC Family Feud Event Supplies (Amazon)	5038		72.76
100-1605-7735	U.S. BANK	TC Football Fan Night 9/5/24 (WingStop)	5038		214.41
100-1605-7735	U.S. BANK	TC Back to School BBQ Supplies (Amazon)	5038		105.59
100-1605-7735	U.S. BANK	TC Football Fan Night 9/5/24 (Little Caesars)	5038		102.41
100-1605-7735	U.S. BANK	TC Dance Jerseys (Amazon)	5038		264.48
100-1605-7737	U.S. BANK	Deposit-Cheech Museum Excursion (Riverside Art)	5038		100.00
100-1605-7737	U.S. BANK	Deposit-Cruise of Lights Excursion (Philharmonic)	5038		588.00
100-1605-7737	U.S. BANK	Deposit-Excursion 11/21/24 (SteinersOriginals)	5038		402.93
100-1605-7740	U.S. BANK	Summer Camps Cellular Service Charge (Tracfone)	5038		42.82
100-1605-7741	U.S. BANK	Youth Sports Volleyball Shirt (Amazon)	5038		38.38
100-1605-7741	U.S. BANK	Youth Sports Cross Country Supplies (Amazon)	5038		44.07
100-1605-7745	U.S. BANK	Duarte Boxing Club So Ca Sanction Fee (USA Boxing)	5038		380.00
100-1605-7745	U.S. BANK	TC Boxing Tournament Supplies (Amazon)	5038		188.57
100-1605-7745	U.S. BANK	TC Boxing Coach Shirt (Amazon)	5038		11.17
100-1605-7980	U.S. BANK	2023 Employee Pumpkin Carving Winners (Dog Haus)	5038		62.80

Council Warrant Register By Account

Payment Dates: 9/26/2024 - 10/9/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1610-7616	U.S. BANK	FC Batteries (Amazon)	5038		26.72
100-1610-7618	U.S. BANK	Council Meeting Supplies (Walmart.com)	5038		42.84
100-1605-7732	D&J DELICIOUS FOOD INC	City Picnic Food Truck Refund	220226		150.00
100-2120	EDUARDO CIGARRERO	SC Rent Deposit Refund 9/21/2024	220222		500.00
100-4402	EDUARDO CIGARRERO	Extra Cleaning Fee 9/21/2024	220222		-57.50
100-1005-7648	DUARTE CHAMBER OF COMM...	Sam Kang Membership 11/19/2024 - 11/19/2025	220228		86.00
100-1205-7650	AUTOZONE	Vehicle 24 Power Steerin...	220218		18.51
100-1205-7650	ROUTE 66 CAR WASH & LUBE	LASD Vehicle Cleaning	220253		30.00
100-1205-7650	ROUTE 66 CAR WASH & LUBE	LASD Vehicle Cleaning	220253		105.00
100-1205-7650	ROUTE 66 CAR WASH & LUBE	LASD Vehicle Cleaning	220253		60.00
100-1205-7650	ROUTE 66 CAR WASH & LUBE	LASD Vehicle Cleaning	220253		60.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	Early Pay Discount (Inv #1520590/2800526/4512201)	BD25-0353		-7.62
100-1020-7710	STRATISCOPE INC	Small Business Economic Development Planning	5027		5,000.00
Fund 100 - GENERAL FUND Total:					824,932.45
Fund: 220 - GAS TAX FUN					
220-2210-7890	COUNTY OF LOS ANGELES DE...	TS Timing Adjustment-Buena Vista/Central 8/2024	220223		323.56
220-2210-7890	COUNTY OF LOS ANGELES DE...	Traffic Signal Maintenance 7/2024 & 8/2024	220223		4,685.78
220-2210-7813	JCL TRAFFIC SERVICES	Regulatory Signs	5006		319.73
220-2225-8100	RKA CONSULTING GROUP	Speed Surveys and Traffic Counts 8/2024	5018		125.00
Fund 220 - GAS TAX FUN Total:					5,454.07
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing-Hunt Dr Median	5020		135.00
240-2426-7810	Friedrich Enterprises Inc	Grocery Outlet Ctr Sweeping 9/2024	4982		784.00
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Repair-Teen Ctr	5009		97.20
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					1,016.20
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
260-2605-7965	LDM ASSOCIATES INC	FY25 CDBG ADA Curb Ramps Project 7/2024	5010	202511-Professional Svcs-ADA...	660.00
260-2605-7965	LDM ASSOCIATES INC	FY25 CDBG ADA Curb Ramps Project 8/2024	5010	202511-Professional Svcs-ADA...	780.00
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					1,440.00
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
290-2905-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 8/2024	5012		11,941.67
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					11,941.67
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 35 Lease 9/01/2024 - 9/30/2024	BD25-0352		679.61
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Lease 9/01/2024 - 9/30/2024	BD25-0352		567.93
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease 9/01/2024 - 9/30/2024	BD25-0352		492.21
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 25 Lease 9/01/2024 - 9/30/2024	BD25-0352		488.87
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 33 Lease 9/01/2024 - 9/30/2024	BD25-0352		441.43
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease 9/01/2024 - 9/30/2024	BD25-0352		428.96
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					3,099.01

Council Warrant Register By Account

Payment Dates: 9/26/2024 - 10/9/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 400 - PARK DEVELOPMENT GRANT FUND					
400-4005-7965	LYNNE DWYER	Design Svcs Fish Canyon Trailhead Parking Lot	220232	202214-Exp-Fish Cyn Trail Res...	5,695.00
Fund 400 - PARK DEVELOPMENT GRANT FUND Total:					5,695.00
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7650	HOME DEPOT CREDIT SERVICES	Yard Supplies	BD25-0353		21.97
440-4405-7650	HOME DEPOT CREDIT SERVICES	Dewalt Battery Pack	BD25-0353		197.35
440-4405-7650	FAST 5 HOLDING COMPANY L...	Vehicle Car Washes 8/2024	220234		35.00
440-4405-8013	FOOTHILL TRANSIT	66th Installment of 3rd Bus 9/2024	4997		3,887.05
440-4405-7650	10-8 RETROFIT INC	Vehicle 26 Light Install	4981		2,183.13
440-4405-7650	AUTOZONE	Yard Supplies	220218		78.01
440-4405-7960	FOOTHILL TRANSIT	Duarte Local Service 8/2024	4997		20,650.26
440-5004	FOOTHILL TRANSIT	Duarte Local Service 8/2024	4997		-971.35
440-4405-7650	AUTOZONE	Yard Supplies	220218		64.16
Fund 440 - PROPOSITION A TRANSIT FUND Total:					26,145.58
Fund: 460 - PROPOSITION C TRANSIT FUND					
460-4605-8013	FOOTHILL TRANSIT	66th Installment of 3rd Bus 9/2024	4997		3,180.31
460-4605-7960	FOOTHILL TRANSIT	Duarte Local Service 8/2024	4997		16,895.66
460-5004	FOOTHILL TRANSIT	Duarte Local Service 8/2024	4997		-794.74
Fund 460 - PROPOSITION C TRANSIT FUND Total:					19,281.23
Fund: 490 - MEASURE W (WATER/STORMWATER)					
490-4905-7980	COUNTY OF LOS ANGELES DE...	Catch Basin Cleaning 7/01/2023 - 6/30/2024	220224		1,233.09
Fund 490 - MEASURE W (WATER/STORMWATER) Total:					1,233.09
Grand Total:					900,238.30

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	824,932.45
220 - GAS TAX FUN	5,454.07
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	1,016.20
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	1,440.00
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	11,941.67
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	3,099.01
400 - PARK DEVELOPMENT GRANT FUND	5,695.00
440 - PROPOSITION A TRANSIT FUND	26,145.58
460 - PROPOSITION C TRANSIT FUND	19,281.23
490 - MEASURE W (WATER/STORMWATER)	1,233.09
Grand Total:	900,238.30

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	775.00
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	861.00
100-1005-7650	Travel & Exp - Lewis	775.00
100-1005-7980	Other Expenses	9.99
100-1010-7610	Travel, Mtgs & Conf	833.68
100-1010-7612	Publications and Dues	18.00
100-1010-7980	Other Expenses	632.55
100-1015-7684	Code Enforcement Legal	21,125.96
100-1015-7686	Other Legal Services	384.61
100-1020-7710	Chamber Of Commerce	6,750.00
100-1020-7711	Employee Recognition C...	486.99
100-1020-7712	Community Information ...	9,410.99
100-1020-7713	Historical Museum Bldg...	66.76
100-1020-7720	DCTV	1,990.00
100-1020-7980	Other Expenses	4,545.00
100-1205-7650	Vehicle Maintenance	1,513.51
100-1205-7779	Youth Programs	2,516.06
100-1205-7780	Animal Control	6,250.00
100-1205-7781	Contract Law Enforceme...	460,441.91
100-1205-7782	Crossing Guard Contract...	14,273.09
100-1205-7787	Public Safety Cntr Lease	9,221.00
100-1205-7980	Other Expenses	644.03
100-1405-7612	Publications and Dues	109.98
100-1405-7650	Vehicle Maintenance	28.00
100-1405-7690	Planning Commission	200.00
100-1405-7965	Professional Services	880.00
100-1405-7969	City Engineer	2,880.00
100-1410-7610	Travel, Mtgs & Conf	25.75
100-1410-7612	Publications and Dues	158.76
100-1410-7621	Other Supplies	693.60
100-1410-7650	Vehicle Maintenance	28.00
100-1410-7656	Emergency Generator	160.00
100-1410-7810	Street Sweeping	122.00
100-1410-7887	Repairs & Replacements	135.43
100-1410-7980	Other Expenses	946.41
100-1605-7002	Regular Salaries	76.92
100-1605-7610	Travel, Mtgs & Conf	1,000.18
100-1605-7612	Publications and Dues	180.00
100-1605-7614	Office Supplies	54.23

Account Summary

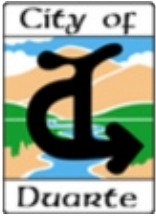
Account Number	Account Name	Payment Amount
100-1605-7693	Youth Council	68.72
100-1605-7729	Concerts In The Park	377.94
100-1605-7730	Special Events	995.46
100-1605-7732	City Picnic	35,204.13
100-1605-7733	Senior Center	2,980.12
100-1605-7734	Fitness Center	169.74
100-1605-7735	Teen Center	955.68
100-1605-7737	Adult Excursions	1,206.48
100-1605-7739	Publicity	16,573.25
100-1605-7740	Day Camps	42.82
100-1605-7741	Sports/Playground Progr...	493.96
100-1605-7745	Boxing Program	881.83
100-1605-7750	Bus Rentals	1,716.38
100-1605-7980	Other Expenses	62.80
100-1610-7616	Pool Supplies	26.72
100-1610-7617	Pool Chemicals	1,218.28
100-1610-7618	Building Supplies	7,063.07
100-1610-7636	Uniforms	68.34
100-1610-7650	Vehicle Maintenance	2,097.39
100-1610-7652	Building Maint Services	5,603.91
100-1610-8100	Other Capital Improvem...	164,642.69
100-1805-7610	Travel, Mtgs & Conf	500.00
100-1805-7612	Publications and Dues	130.00
100-1805-7614	Office Supplies	60.15
100-1805-7653	Bank Charges	105.81
100-1805-7980	Other Expenses	137.07
100-1810-7660	Other Services	32.00
100-1810-7980	Other Expenses	1,751.16
100-1815-7632	Software	929.68
100-1815-7820	Finance Software	12,984.96
100-1815-7821	Network & Internet Serv...	1,007.50
100-1815-7830	Telephone Services	2,132.29
100-1825-7613	Duplications And Photos	661.54
100-1825-7614	Office Supplies	213.29
100-1825-7626	Postage	29.84
100-1825-7674	Retiree Health Insurance	3,960.00
100-1830-8100	Vehicle Replacement (C...	10,060.18
100-2120	Refundable Deposits	500.00
100-2124	Gazebo Refundable Dep...	50.00
100-2125	Metro Pass Through (TA...	90.00
100-2126	Construction and Demoli...	2,000.00
100-2127	Retention Payable	-8,232.13
100-4402	Community Center Renta..	-57.50
100-4408	Property Rental	2,001.51
100-4808	Swim Lesson Fees	56.00
100-5004	Other Revenue	-125.00
220-2210-7813	Regulatory Signs	319.73
220-2210-7890	Repairs-Traffic Signal	5,009.34
220-2225-8100	Other Capital Improvem...	125.00
240-2410-7663	Other Serv-Medians	135.00
240-2410-7888	Repairs-Citywide	97.20
240-2426-7810	Street Sweeping	784.00
260-2605-7965	Professional Services	1,440.00
290-2905-7781	Contract Law Enforceme...	11,941.67
320-3205-8013	Vehicles (Capital)	3,099.01
400-4005-7965	Professional Services	5,695.00
440-4405-7650	Vehicle Maintenance	2,579.62
440-4405-7960	Foothill Transit Operatio...	20,650.26

Account Summary

Account Number	Account Name	Payment Amount
440-4405-8013	Vehicles (Capital)	3,887.05
440-5004	Other Revenue	-971.35
460-4605-7960	Foothill Tranist Operatio...	16,895.66
460-4605-8013	Vehicles (Capital)	3,180.31
460-5004	Other Revenue	-794.74
490-4905-7980	Other Expenses	1,233.09
Grand Total:		900,238.30

Project Account Summary

Project Account Key	Payment Amount
None	732,953.17
202118-ATP Cycle 4-Professional Svcs	200.00
202214-Exp-Fish Cyn Trail Restoration/Access Plan	5,695.00
202313/100-1610-8100-Parks Other Cap Improvement	164,642.69
202313/100-2127-Retention-Beardslee Restroom	-8,232.13
202412-Prof Svc-FY24 Bike Trail Rehab Proj	440.00
202419-Code Enforcement Legal-Tobacco Grant	850.00
202502-WIN/1205-7779-Summer At Risk Intern Program	248.06
202511-Professional Svcs-ADA Curb Ramps	1,440.00
250004 - Property Rent - Nextel Rent (Otis Gordon)	2,001.51
Grand Total:	900,238.30



City of Duarte

Council Warrant Register By Vendor By Fund

Payment Dates 9/26/2024 - 10/9/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 5561 - ALBERTOS PLUMBING					
100-1610-7652	ALBERTOS PLUMBING	SC Garbage Disposal	682049		1,100.00
Vendor 5561 - ALBERTOS PLUMBING Total:					1,100.00
Vendor: 6117 - ALL CITY MANAGEMENT SERVICE INC					
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Srvcs 8/18/2024 - 8/31/2024	95270		7,510.32
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Srvcs 9/1/2024 - 9/14/2024	95639		6,762.77
Vendor 6117 - ALL CITY MANAGEMENT SERVICE INC Total:					14,273.09
Vendor: 1491 - AUTOZONE					
100-1205-7650	AUTOZONE	Vehicle 24 Power Steerin...	2814434855		18.51
Vendor 1491 - AUTOZONE Total:					18.51
Vendor: 4813 - BEN RUSHING					
100-1605-7733	BEN RUSHING	SC Vinyl Record Party Entertainment	101424		150.00
Vendor 4813 - BEN RUSHING Total:					150.00
Vendor: 6469 - BRIAN QUANDT					
100-1405-7690	BRIAN QUANDT	Planning Commission Meeting	9/16/2024		50.00
Vendor 6469 - BRIAN QUANDT Total:					50.00
Vendor: 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE					
100-1810-7660	CALIFORNIA STATE DEPARTM...	Fingerprint Apps 8/2024	758656		32.00
Vendor 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE Total:					32.00
Vendor: 0028 - CATHERINE BRATTA					
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	10/2024		435.00
Vendor 0028 - CATHERINE BRATTA Total:					435.00
Vendor: 6340 - CESAR A GARCIA					
100-1005-7640	CESAR A GARCIA	Council Vehicle Allowance	10/2024		75.00
Vendor 6340 - CESAR A GARCIA Total:					75.00
Vendor: 5792 - CHALLENGER TEAMWEAR					
100-1605-7741	CHALLENGER TEAMWEAR	Youth Sports Medals	1252148-IN		47.97
Vendor 5792 - CHALLENGER TEAMWEAR Total:					47.97
Vendor: 5938 - CHRISTINA HEANY					
100-1405-7690	CHRISTINA HEANY	Planning Commission Meeting	9/16/2024		50.00
Vendor 5938 - CHRISTINA HEANY Total:					50.00
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4205460218		42.65
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4205460218		9.31
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4206196469		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4206196469		9.31
Vendor 5140 - CINTAS CORPORATION #693 Total:					86.96
Vendor: 0903 - CITY OF MONROVIA					
100-1610-7650	CITY OF MONROVIA	Fuel-Facility Maintenance 7/2024	2500273		1,065.34
Vendor 0903 - CITY OF MONROVIA Total:					1,065.34
Vendor: 6483 - CIVICA LAW GROUP, APC					
100-1015-7684	CIVICA LAW GROUP, APC	1001 Las Lomas Legal 8/2024	14146		1,998.59
100-1015-7684	CIVICA LAW GROUP, APC	1318 Galen St Legal 8/2024	14147		700.00
100-1015-7684	CIVICA LAW GROUP, APC	2352 Rim Rd Legal 8/2024	14148		3,925.00

Council Warrant Register By Vendor

Payment Dates: 9/26/2024 - 10/9/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1015-7684	CIVICA LAW GROUP, APC	General Code Enforcement Legal 8/2024	14149		3,678.20
100-1015-7684	CIVICA LAW GROUP, APC	Mendoza v Duarte-Admin Appeal Legal 8/2024	14150		3,942.64
100-1015-7684	CIVICA LAW GROUP, APC	Tobacco Enforcement Code Updates 8/2024	14151	202419-Code Enforcement Le...	850.00
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations 8/2024	14267		6,000.00
100-1015-7684	CIVICA LAW GROUP, APC	LASD Cost (Expenses)	14268		31.53
Vendor 6483 - CIVICA LAW GROUP, APC Total:					21,125.96
Vendor: 6544 - CLOUD CONNECT SOLUTIONS INC					
100-1815-7830	CLOUD CONNECT SOLUTIONS ...	Phone-SD Wan w/VELO/SIP & E911 Bundle 10/2024	1248		1,668.09
Vendor 6544 - CLOUD CONNECT SOLUTIONS INC Total:					1,668.09
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1605-7732	CURO MANAGED PRINT PRO...	City Picnic Signage	50039		309.80
100-1605-7732	CURO MANAGED PRINT PRO...	Reserved Parking For City Officials Signs	50044		214.99
Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:					524.79
Vendor: T4865 - D&J DELICIOUS FOOD INC					
100-1605-7732	D&J DELICIOUS FOOD INC	City Picnic Food Truck Refund	R105151		150.00
Vendor T4865 - D&J DELICIOUS FOOD INC Total:					150.00
Vendor: 5025 - DARRELL RAY CARROLL					
100-1410-7980	DARRELL RAY CARROLL	Padlocks for Citywide Use	25343		682.67
100-1610-7652	DARRELL RAY CARROLL	City Hall Restroom Key Copies	25344		148.84
Vendor 5025 - DARRELL RAY CARROLL Total:					831.51
Vendor: 5017 - DAVID CENICEROS					
100-1605-7729	DAVID CENICEROS	Concerts Damaged Equipment Reimbursement	9062024		377.94
Vendor 5017 - DAVID CENICEROS Total:					377.94
Vendor: 3838 - DELONG UNLIMITED SCREEN PRINTING					
100-1205-7779	DELONG UNLIMITED SCREEN ...	WIN Uniforms	22-11095	202502-WIN/1205-7779-Sum...	248.06
100-1605-7745	DELONG UNLIMITED SCREEN ...	TC Boxing Polo Shirts	22-11232		302.09
Vendor 3838 - DELONG UNLIMITED SCREEN PRINTING Total:					550.15
Vendor: 1381 - DOLPHIN RENTS INC					
100-1605-7732	DOLPHIN RENTS INC	City Picnic Table/Chairs/Linens/Etc Rental	01-217194-29		15,412.51
Vendor 1381 - DOLPHIN RENTS INC Total:					15,412.51
Vendor: 0074 - DUARTE CHAMBER OF COMMERCE					
100-1005-7648	DUARTE CHAMBER OF COMM...	Sam Kang Membership 11/19/2024 - 11/19/2025	14719		86.00
Vendor 0074 - DUARTE CHAMBER OF COMMERCE Total:					86.00
Vendor: 0476 - DUARTE PETTY CASH/BINGO PRIZE MONEY					
100-1605-7733	DUARTE PETTY CASH/BINGO ...	SC Bingo Prize Money	10/2024		165.00
Vendor 0476 - DUARTE PETTY CASH/BINGO PRIZE MONEY Total:					165.00
Vendor: 0311 - DUARTE RECREATION PETTY CASH					
100-1605-7612	DUARTE RECREATION PETTY ...	K Barnes Friends of the Duarte Library Membership	9242024		15.00
100-1605-7614	DUARTE RECREATION PETTY ...	Storage Container	9242024		8.11
100-1605-7735	DUARTE RECREATION PETTY ...	TC Back to School BBQ Supplies	9242024		18.09
100-1605-7735	DUARTE RECREATION PETTY ...	TC Back to School BBQ Gift Cards	9242024		40.00
100-1605-7737	DUARTE RECREATION PETTY ...	SC Doheny Beach Parking	9242024		115.55
Vendor 0311 - DUARTE RECREATION PETTY CASH Total:					196.75
Vendor: 0077 - DUARTE UNIFIED SCHOOL DISTRICT					
100-4408	DUARTE UNIFIED SCHOOL DIS...	SBA/Nextel Lease 9/2024	R105265	250004 - Property Rent - Next...	2,001.51
Vendor 0077 - DUARTE UNIFIED SCHOOL DISTRICT Total:					2,001.51

Council Warrant Register By Vendor

Payment Dates: 9/26/2024 - 10/9/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: T4864 - EDUARDO CIGARRERO					
100-2120	EDUARDO CIGARRERO	SC Rent Deposit Refund 9/21/2024	R105449		500.00
100-4402	EDUARDO CIGARRERO	Extra Cleaning Fee 9/21/2024	R105449		-57.50
Vendor T4864 - EDUARDO CIGARRERO Total:					442.50
Vendor: 1533 - EFREN CASTRO					
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	10/2024		566.00
Vendor 1533 - EFREN CASTRO Total:					566.00
Vendor: 6189 - ENTERPRISE FM TRUST					
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 9/01/2024 - 9/30/2024	FBN5131621		431.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 19 Lease/Maint 9/01/2024 - 9/30/2024	FBN5131621		446.50
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 26 Lease/Maint/Tire 9/01/2024 - 9/30/2024	FBN5131621		856.37
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 9/01/2024 - 9/30/2024	FBN5131621		433.48
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 7 Lease/Maint 9/01/2024 - 9/30/2024	FBN5131621		782.73
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 9/01/2024 - 9/30/2024	FBN5131621		223.12
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 20 Lease/Maint 9/01/2024 - 9/30/2024	FBN5131621		394.30
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 33,34,24,31,25,35 Maint Fees 9/2024	FBN5131621		295.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 6 Lease/Maint 9/01/2024 - 9/30/2024	FBN5131621		578.99
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 9/01/2024 - 9/30/2024	FBN5131621		591.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 9/01/2024 - 9/30/2024	FBN5131621		584.85
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 9/01/2024 - 9/30/2024	FBN5131621		556.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 9/01/2024 - 9/30/2024	FBN5131621		566.88
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 9/01/2024 - 9/30/2024	FBN5131621		574.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 11 Lease/Maint 9/01/2024 - 9/30/2024	FBN5131621		702.14
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 15 Lease/Maint 9/01/2024 - 9/30/2024	FBN5131621		1,086.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 36 Lease/Maint 9/01/2024 - 9/30/2024	FBN5131621		478.95
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 9/01/2024 - 9/30/2024	FBN5131621		476.29
Vendor 6189 - ENTERPRISE FM TRUST Total:					10,060.18
Vendor: 4294 - FAITH FIRE EXTINGUISHER & SAFETY EQUIPMENT CO					
100-1610-7652	FAITH FIRE EXTINGUISHER & S...	CC Kitchen Semi Annual Fire System Service	4529		185.11
Vendor 4294 - FAITH FIRE EXTINGUISHER & SAFETY EQUIPMENT CO Total:					185.11
Vendor: 6237 - FAST 5 HOLDING COMPANY LLC					
100-1205-7650	FAST 5 HOLDING COMPANY L...	Vehicle Car Washes 8/2024	7624		140.00
100-1205-7781	FAST 5 HOLDING COMPANY L...	Vehicle Car Washes 8/2024	7624		119.00
100-1405-7650	FAST 5 HOLDING COMPANY L...	Vehicle Car Washes 8/2024	7624		28.00
100-1410-7650	FAST 5 HOLDING COMPANY L...	Vehicle Car Washes 8/2024	7624		28.00
Vendor 6237 - FAST 5 HOLDING COMPANY LLC Total:					315.00
Vendor: 0087 - FEDEX					
100-1825-7626	FEDEX	Document Delivery	8-626-52277		29.84
Vendor 0087 - FEDEX Total:					29.84

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 1570 - Friedrich Enterprises Inc					
100-1410-7810	Friedrich Enterprises Inc	Las Brisas Sweeping 9/2024	208018		61.00
100-1410-7810	Friedrich Enterprises Inc	Las Posadas Sweeping 9/2024	208019		61.00
Vendor 1570 - Friedrich Enterprises Inc Total:					122.00
Vendor: 4690 - FULLER ENGINEERING INC					
100-1610-7617	FULLER ENGINEERING INC	Pool Chemcials	151738		781.37
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	151907		436.91
Vendor 4690 - FULLER ENGINEERING INC Total:					1,218.28
Vendor: 4308 - GARVEY EQUIPMENT COMPANY					
100-1410-7887	GARVEY EQUIPMENT COMPA...	Equipment Repairs & Tools	163420		135.43
100-1410-7980	GARVEY EQUIPMENT COMPA...	Equipment Repairs & Tools	163420		230.94
Vendor 4308 - GARVEY EQUIPMENT COMPANY Total:					366.37
Vendor: 6615 - GOLDEN SUN ENTERPRISES INC					
100-1610-8100	GOLDEN SUN ENTERPRISES INC	Change Order 01	01	202313/100-1610-8100-Parks...	14,865.69
100-1610-8100	GOLDEN SUN ENTERPRISES INC	Beardslee Park Restroom Replacement Site Work	01	202313/100-1610-8100-Parks...	149,777.00
100-2127	GOLDEN SUN ENTERPRISES INC	Retention	01	202313/100-2127-Retention-...	-8,232.13
Vendor 6615 - GOLDEN SUN ENTERPRISES INC Total:					156,410.56
Vendor: 5340 - GRAND PRINTING INC					
100-1825-7613	GRAND PRINTING INC	"Request for Service" Forms	113147		571.54
Vendor 5340 - GRAND PRINTING INC Total:					571.54
Vendor: T4798 - GRISELDA FRANCO					
100-2124	GRISELDA FRANCO	Gazebo Rent Deposit Refund	2001786.002		50.00
Vendor T4798 - GRISELDA FRANCO Total:					50.00
Vendor: 6002 - HEULYN REGINA DUMAS-JOHNSON					
100-1605-7733	HEULYN REGINA DUMAS-JOH...	SC Sewing Instructor 10/2024	SC-10/2024		432.00
Vendor 6002 - HEULYN REGINA DUMAS-JOHNSON Total:					432.00
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
100-1610-7618	HOME DEPOT CREDIT SERVICES	Parks/Grill Brush/Pest Control	3553969		113.27
100-1020-7713	HOME DEPOT CREDIT SERVICES	Museum Sign Mounting Supplies	1520360		66.76
100-1610-7618	HOME DEPOT CREDIT SERVICES	Cleaning Supplies/Tools	0520412		254.04
100-1610-7618	HOME DEPOT CREDIT SERVICES	Plumbing Tools	3513630		38.20
100-1610-7618	HOME DEPOT CREDIT SERVICES	Trash Bin Lid Chain	2322131		57.85
100-1605-7730	HOME DEPOT CREDIT SERVICES	Halloween Decorations	2333652		384.65
100-1610-7618	HOME DEPOT CREDIT SERVICES	ROP Chair Cart Repairs/Hardware	4512201		226.22
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maint Supplies/Repairs	2800526		129.72
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maint Supplies/Repairs	1520590		64.76
100-1610-7618	HOME DEPOT CREDIT SERVICES	Early Pay Discount (Inv #1520590/2800526/4512201)	9262024		-7.62
Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:					1,327.85
Vendor: T4866 - HUA XIANG					
100-4808	HUA XIANG	Fall 2024 Adult Swim Refund	2000488.004		56.00
Vendor T4866 - HUA XIANG Total:					56.00
Vendor: 6210 - HUNTINGTON TIRE & AUTO CENTER INC					
100-1610-7650	HUNTINGTON TIRE & AUTO C...	Unit 14 Tires & Alignment	60106		1,032.05
Vendor 6210 - HUNTINGTON TIRE & AUTO CENTER INC Total:					1,032.05
Vendor: 5904 - IMAGEN INC					
100-1605-7732	IMAGEN INC	City Picnic Tote Bags	42340-1		1,391.46
Vendor 5904 - IMAGEN INC Total:					1,391.46
Vendor: 1614 - IMS REFRIGERATION INC					
100-1610-7652	IMS REFRIGERATION INC	CC Freezer Service/Repair	55861		344.36
Vendor 1614 - IMS REFRIGERATION INC Total:					344.36

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Vendor: 1465 - INLAND EMPIRE STAGES LTD					
100-1605-7750	INLAND EMPIRE STAGES LTD	Excursion Transportation-Doheny Beach 9/13/24	61967		1,716.38
Vendor 1465 - INLAND EMPIRE STAGES LTD Total:					1,716.38
Vendor: 6309 - INX BUILDING MAINTENANCE					
100-1610-7652	INX BUILDING MAINTENANCE	SC Rental Clean-up (Dining Room/Patio/Restrooms)	988385		142.34
Vendor 6309 - INX BUILDING MAINTENANCE Total:					142.34
Vendor: 0594 - J & J SPORTS & TROPHIES					
100-1605-7741	J & J SPORTS & TROPHIES	Youth Sports Ice Packs	30977		363.54
Vendor 0594 - J & J SPORTS & TROPHIES Total:					363.54
Vendor: 3821 - JACQUELINE BURCKHARD					
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	10/2024		218.00
Vendor 3821 - JACQUELINE BURCKHARD Total:					218.00
Vendor: 6031 - JAG ENDEAVORS LLC					
100-1605-7732	JAG ENDEAVORS LLC	City Picnic Shirts	1685		1,461.83
Vendor 6031 - JAG ENDEAVORS LLC Total:					1,461.83
Vendor: 0128 - JIM KIRCHNER					
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	10/2024		435.00
Vendor 0128 - JIM KIRCHNER Total:					435.00
Vendor: 5990 - JK PROPERTY SERVICES INC					
100-1020-7980	JK PROPERTY SERVICES INC	Citywide Holiday Decorations/Lights	4158		4,545.00
Vendor 5990 - JK PROPERTY SERVICES INC Total:					4,545.00
Vendor: 6204 - JODY ERRANDI SCHULZ					
100-1005-7644	JODY ERRANDI SCHULZ	Council Vehicle Allowance	10/2024		75.00
Vendor 6204 - JODY ERRANDI SCHULZ Total:					75.00
Vendor: 0086 - JOHN FASANA					
100-1825-7674	JOHN FASANA	Health Insurance Reimbursement	10/2024		435.00
Vendor 0086 - JOHN FASANA Total:					435.00
Vendor: 6559 - JONES MAYER					
100-1015-7686	JONES MAYER	Zero Bail Injunction	124459		384.61
Vendor 6559 - JONES MAYER Total:					384.61
Vendor: 5438 - LDM ASSOCIATES INC					
100-1405-7965	LDM ASSOCIATES INC	FY25 Federal Grant Administration 7/2024	8324		240.00
Vendor 5438 - LDM ASSOCIATES INC Total:					240.00
Vendor: 5060 - LINDA HENDERSON					
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	10/2024		435.00
Vendor 5060 - LINDA HENDERSON Total:					435.00
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 8/2024	250329SS		460,322.91
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					460,322.91
Vendor: 5698 - LUDECKE PROPERTY MANAGEMENT INC					
100-1020-7710	LUDECKE PROPERTY MANAG...	Chamber Lease 10/2024	huntplaz-1735-1024		1,750.00
Vendor 5698 - LUDECKE PROPERTY MANAGEMENT INC Total:					1,750.00
Vendor: 5355 - LUZ YESENIA PAEZ					
100-1405-7690	LUZ YESENIA PAEZ	Planning Commission Meeting	9/16/2024		50.00
Vendor 5355 - LUZ YESENIA PAEZ Total:					50.00
Vendor: T4863 - MAJESTIC PLASTER FINISHES INC					
100-2126	MAJESTIC PLASTER FINISHES I...	Const/Demo Deposit Refund (Pmt #2024-290)	R104500		2,000.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-5004	MAJESTIC PLASTER FINISHES I...	Administrative Fee (Pmt #2024290)	R104500		-125.00
Vendor T4863 - MAJESTIC PLASTER FINISHES INC Total:					1,875.00
Vendor: 0285 - MARGARET FINLAY					
100-1005-7642	MARGARET FINLAY	Council Vehicle Allowance	10/2024		75.00
Vendor 0285 - MARGARET FINLAY Total:					75.00
Vendor: 1042 - MICHAEL TARR					
100-1825-7674	MICHAEL TARR	Health Insurance Reimbursement	10/2024		435.00
Vendor 1042 - MICHAEL TARR Total:					435.00
Vendor: 4620 - MIRACLE RECREATION EQUIPMENT CO					
100-1610-7618	MIRACLE RECREATION EQUIP...	Hacienda Park Playground Equipment Parts	879936		1,614.93
Vendor 4620 - MIRACLE RECREATION EQUIPMENT CO Total:					1,614.93
Vendor: 4656 - MUSCO SPORTS LIGHTING LLC					
100-1610-7652	MUSCO SPORTS LIGHTING LLC	Royal Oaks Park Basketball Court Light Module	430697		3,664.64
Vendor 4656 - MUSCO SPORTS LIGHTING LLC Total:					3,664.64
Vendor: 2461 - MVP, LLC					
100-1205-7787	MVP, LLC	Public Safety Lease	10/2024		9,221.00
Vendor 2461 - MVP, LLC Total:					9,221.00
Vendor: 5048 - MYRON OPERATIONS LLC					
100-1205-7980	MYRON OPERATIONS LLC	2025 Planners	136249943		644.03
Vendor 5048 - MYRON OPERATIONS LLC Total:					644.03
Vendor: 1197 - PAMELA ROMERO					
100-1605-7002	PAMELA ROMERO	CPR Stipend	10/2024		76.92
Vendor 1197 - PAMELA ROMERO Total:					76.92
Vendor: 6286 - PARTY PRONTO INC					
100-1605-7732	PARTY PRONTO INC	City Picnic Inflatable Entertainment	O44132		10,152.00
Vendor 6286 - PARTY PRONTO INC Total:					10,152.00
Vendor: 6057 - REGIONAL TAP SERVICE CENTER					
100-2125	REGIONAL TAP SERVICE CENT...	TAP Card Reload 7/2024	6023266		70.00
100-2125	REGIONAL TAP SERVICE CENT...	TAP Card Reload 8/2024	6023315		20.00
Vendor 6057 - REGIONAL TAP SERVICE CENTER Total:					90.00
Vendor: 0904 - RKA CONSULTING GROUP					
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 8/2024	35236		920.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 8/2024	35237		1,960.00
100-1405-7965	RKA CONSULTING GROUP	ATP Cycle 4 Ped/Bike Improvements 8/2024	35239	202118-ATP Cycle 4-Professio...	200.00
100-1405-7965	RKA CONSULTING GROUP	Watson Multi Use Trail Rehab 8/2024	35240	202412-Prof Svc-FY24 Bike Tra...	440.00
Vendor 0904 - RKA CONSULTING GROUP Total:					3,520.00
Vendor: 6584 - ROUTE 66 CAR WASH & LUBE					
100-1205-7650	ROUTE 66 CAR WASH & LUBE	LASD Vehicle Cleaning	5/2024		30.00
100-1205-7650	ROUTE 66 CAR WASH & LUBE	LASD Vehicle Cleaning	6/2024		105.00
100-1205-7650	ROUTE 66 CAR WASH & LUBE	LASD Vehicle Cleaning	7/2024		60.00
100-1205-7650	ROUTE 66 CAR WASH & LUBE	LASD Vehicle Cleaning	8/2024		60.00
Vendor 6584 - ROUTE 66 CAR WASH & LUBE Total:					255.00
Vendor: 5263 - SAMUEL KANG					
100-1005-7648	SAMUEL KANG	Council Vehicle Allowance	10/2024		75.00
Vendor 5263 - SAMUEL KANG Total:					75.00
Vendor: 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY					
100-1205-7780	SAN GABRIEL VALLEY HUMAN...	Animal Shelter Services 9/2024	9/2024D		6,250.00
Vendor 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY Total:					6,250.00

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Vendor: 6671 - SIERRA CHEVROLET OF MONROVIA					
100-1205-7650	SIERRA CHEVROLET OF MON...	Vehicle 33 Service/Repair	CVCS31761		660.00
Vendor 6671 - SIERRA CHEVROLET OF MONROVIA Total:					660.00
Vendor: 6401 - SIGNAL HILL AUTO ENTERPRISES					
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Recycled Paper Products	074170		1,019.36
		Janitorial Supplies			
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Building Maintenance Supplies	074171		1,287.92
Vendor 6401 - SIGNAL HILL AUTO ENTERPRISES Total:					2,307.28
Vendor: 0206 - SIMON EQUIPMENT RENTALS					
100-1610-7618	SIMON EQUIPMENT RENTALS	Beardslee Park Tool Rental	165904		136.65
100-1605-7732	SIMON EQUIPMENT RENTALS	City Picnic Generator Rental	165716		314.80
Vendor 0206 - SIMON EQUIPMENT RENTALS Total:					451.45
Vendor: 0209 - SMART & FINAL					
100-1610-7618	SMART & FINAL	Meeting/Kitchen Supplies	181577		104.06
100-1605-7732	SMART & FINAL	City Picnic Supplies	142888		292.46
100-1605-7735	SMART & FINAL	TC Cooking Class Supplies	573688		55.28
100-1810-7980	SMART & FINAL	Health Fair Vendor Coffee & Snacks	847077		132.94
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	147211		202.52
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	208811-92424		125.42
Vendor 0209 - SMART & FINAL Total:					912.68
Vendor: 0217 - SOUTHEAST CONSTRUCTION PRODUCTS INC					
100-1610-7618	SOUTHEAST CONSTRUCTION ...	Park Dirt	2409-122017		1,275.04
Vendor 0217 - SOUTHEAST CONSTRUCTION PRODUCTS INC Total:					1,275.04
Vendor: 0218 - STAMP-OUT INC					
100-1825-7614	STAMP-OUT INC	CMD AP Stamp/Finance Stamp	9122024CD		213.29
Vendor 0218 - STAMP-OUT INC Total:					213.29
Vendor: 2688 - STAPLES					
100-1605-7614	STAPLES	Printer Toner	6012096070		305.15
Vendor 2688 - STAPLES Total:					305.15
Vendor: 0083 - STEVE ESBENSHADE					
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	10/2024		435.00
Vendor 0083 - STEVE ESBENSHADE Total:					435.00
Vendor: 6626 - STRATISCOPE INC					
100-1020-7710	STRATISCOPE INC	Small Business Economic Development Planning	2561		5,000.00
Vendor 6626 - STRATISCOPE INC Total:					5,000.00
Vendor: 6343 - STUBBIES PROMOTIONS INC					
100-1810-7980	STUBBIES PROMOTIONS INC	Benefit Fair Giveaway	24078		530.91
Vendor 6343 - STUBBIES PROMOTIONS INC Total:					530.91
Vendor: 1610 - SUNWEST ENGINEERING					
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 9/19/24	SA-47598		160.00
Vendor 1610 - SUNWEST ENGINEERING Total:					160.00
Vendor: 5351 - SUPERIOR PRESS					
100-1805-7653	SUPERIOR PRESS	A/P Account Deposit Slips	4892423		105.81
Vendor 5351 - SUPERIOR PRESS Total:					105.81
Vendor: 6457 - TERA MARTIN DEL CAMPO					
100-1005-7641	TERA MARTIN DEL CAMPO	Council Vehicle Allowance	10/2024		75.00
Vendor 6457 - TERA MARTIN DEL CAMPO Total:					75.00
Vendor: 3904 - TERESA RENTERIA					
100-1825-7674	TERESA RENTERIA	Health Insurance Reimbursement	10/2024		566.00
Vendor 3904 - TERESA RENTERIA Total:					566.00

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Vendor: 4241 - THE SAUCE CREATIVE SERVICES CORP					
100-1605-7739	THE SAUCE CREATIVE SERVICE...	City News Fall 2024 Design	7138		7,650.00
100-1605-7739	THE SAUCE CREATIVE SERVICE...	City News Fall 2024 Printing	7139		8,923.25
Vendor 4241 - THE SAUCE CREATIVE SERVICES CORP Total:					16,573.25
Vendor: 5029 - THE TECHNOLOGY DEPOT INC					
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 10/2024	26932		608.30
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 10/2024	26933		464.20
100-1815-7821	THE TECHNOLOGY DEPOT INC	Ruckus Cloud Mgmt 10/2024	26934		399.20
Vendor 5029 - THE TECHNOLOGY DEPOT INC Total:					1,471.70
Vendor: 5544 - THEODORE SIEGEL					
100-1605-7733	THEODORE SIEGEL	SC 'Young Frankenstein' Screening/Presentation	10/10/2024		150.00
Vendor 5544 - THEODORE SIEGEL Total:					150.00
Vendor: 6100 - TONEY LEWIS					
100-1005-7650	TONEY LEWIS	Council Vehicle Allowance	10/2024		75.00
Vendor 6100 - TONEY LEWIS Total:					75.00
Vendor: 5284 - TRIPEPI SMITH & ASSOCIATES					
100-1020-7720	TRIEPEI SMITH & ASSOCIATES	PEG Channel Management Services 9/2024	13127		1,990.00
100-1020-7712	TRIEPEI SMITH & ASSOCIATES	Communication & Social Media Management 9/2024	13128		9,391.00
Vendor 5284 - TRIPEPI SMITH & ASSOCIATES Total:					11,381.00
Vendor: 4674 - TYLER TECHNOLOGIES INC					
100-1815-7820	TYLER TECHNOLOGIES INC	Finance System Support 10/01/2024 - 12/31/2024	025-478885		12,984.96
Vendor 4674 - TYLER TECHNOLOGIES INC Total:					12,984.96
Vendor: 4484 - U.S. BANK					
100-1005-7640	U.S. BANK	Cesar Garcia League of CA Cities Conf Reg 10/2024	9252024BV		700.00
100-1005-7648	U.S. BANK	Sam Kang League of CA Cities Conf Reg 10/2024	9252024BV		700.00
100-1005-7650	U.S. BANK	Toney Lewis League CA Cities Conf Reg 10/2024	9252024BV		700.00
100-1005-7980	U.S. BANK	DashPass 9/5/2024 - 10/5/2024 (DoorDash)	9252024BV		9.99
100-1010-7610	U.S. BANK	Brian Villalobos Mtg w/Cap Meza (Mikomi Sushi)	9252024BV		53.40
100-1010-7610	U.S. BANK	Brian Villalobos 2024 CCCA Fall Ed Hotel (Seabird)	9252024BV		780.28
100-1010-7612	U.S. BANK	Pasadena Star News Online Subscription	9252024BV		18.00
100-1010-7980	U.S. BANK	Arts Ad Hoc Committee Mtg 9/17/24 (Cabreras)	9252024BV		192.40
100-1010-7980	U.S. BANK	Arts Ad Hoc Committee Mtg 9/17/24 (InstaCart)	9252024BV		45.94
100-1010-7980	U.S. BANK	CC Candidate Orientation 8/27/24 (Instacart-S&F)	9252024BV		43.59
100-1010-7980	U.S. BANK	CC Meeting 9/10/24 (Chipotle)	9252024BV		246.17
100-1010-7980	U.S. BANK	CC Candidate Orientation 8/27/24 (Tropicana Mkt)	9252024BV		72.75
100-1010-7980	U.S. BANK	CC Meeting 9/10/24 (Sweet Nothings Cake Shop)	9252024BV		31.70
100-1020-7712	U.S. BANK	Spotify Suscription	9252024BV		19.99
100-1405-7612	U.S. BANK	Work Area Traffic Control Handbook 2024 (BNI News)	9252024CH		109.98
100-1410-7610	U.S. BANK	Gerard Batista MSA General Meeting/Training	9252024CH		25.75
100-1410-7612	U.S. BANK	Safe & Effective Use of Pesticides (Amazon)	9252024CH		158.76
100-1410-7621	U.S. BANK	(30) Nylon American Flags (Amazon)	9252024CH		693.60

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Payment Dates: 9/26/2024 - 10/9/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1410-7980	U.S. BANK	OFF! Deep Woods Insect Repellant (Amazon)	9252024CH		32.80
100-1020-7711	U.S. BANK	Balance-Employee Labor Day Lunch (TacosMiAmor)	9252024KP		258.99
100-1205-7779	U.S. BANK	(27 Tkts) DART Event 9/20/24 (Universal Studios)	9252024KP		2,268.00
100-1605-7733	U.S. BANK	Netflix-Senior Ctr 9/4/2024 - 10/3/2024	9252024KP		7.74
100-1605-7735	U.S. BANK	Netflix-Teen Ctr 9/4/2024 - 10/3/2024	9252024KP		7.75
100-1805-7610	U.S. BANK	Kristen Petersen League CA Cities Conf Reg 12/2024	9252024KP		500.00
100-1805-7612	U.S. BANK	Costco Business Annual Membership	9252024KP		130.00
100-1805-7614	U.S. BANK	Office Supplies (Smart & Final)	9252024KP		60.15
100-1805-7980	U.S. BANK	Admin Srvs Staff Mtg 9/12/24 (T Burgers)	9252024KP		83.08
100-1805-7980	U.S. BANK	UCB C Charger/Earpods (Best Buy)	9252024KP		53.99
100-1810-7980	U.S. BANK	Employee Labor Day Event Supplies (Smart & Final)	9252024KP		153.62
100-1810-7980	U.S. BANK	Employee Labor Day Event Dessert (Handels)	9252024KP		540.00
100-1810-7980	U.S. BANK	Employee Recognition Items (Trader Joes)	9252024KP		92.71
100-1810-7980	U.S. BANK	Employee Labor Day Event Supplies (Ranch Mkt)	9252024KP		251.37
100-1810-7980	U.S. BANK	Employee Health Fair Giveaway (Amazon)	9252024KP		49.61
100-1815-7632	U.S. BANK	Finance Webinar 9/7/2024 - 10/6/2024 (Zoom)	9252024KP		80.00
100-1815-7632	U.S. BANK	Adobe Creative Cloud/Acrobat Pro 9/13/24-10/12/24	9252024KP		849.68
100-1825-7613	U.S. BANK	Business License Stickers (Car Stickers Inc)	9252024KP		90.00
100-1020-7711	U.S. BANK	Raffle Winner Dodger Tickets (TickPick)	9252024ME		228.00
100-1605-7610	U.S. BANK	Kelly Barnes 2025 CPRS Conference Registration	9252024ME		495.00
100-1605-7610	U.S. BANK	Kelly Barnes CPRS Conf Lodging 3/2025(AirBnB)	9252024ME		505.18
100-1605-7612	U.S. BANK	Kelly Barnes CPRS Membership Dues	9252024ME		165.00
100-1605-7614	U.S. BANK	Power Wand (Amazon)	9252024ME		19.44
100-1605-7614	U.S. BANK	Stamp Pad Ink (Amazon)	9252024ME		72.05
100-1605-7614	U.S. BANK	Electric Can Opener (Amazon)	9252024ME		37.47
100-1605-7614	U.S. BANK	Refund-Counterfeit Toner (Amazon)	9252024ME		-475.18
100-1605-7614	U.S. BANK	Paper Plates (Amazon)	9252024ME		36.26
100-1605-7614	U.S. BANK	Office Pens (Amazon)	9252024ME		28.26
100-1605-7614	U.S. BANK	Office Supplies (Amazon)	9252024ME		22.67
100-1605-7693	U.S. BANK	MYC Dinner 9/9/24 (Little Caesars)	9252024ME		68.72
100-1605-7730	U.S. BANK	Dia de los Muertos Supplies (Etsy Inc)	9252024ME		311.40
100-1605-7730	U.S. BANK	City Picnic Game Zone Workout Boxes (Amazon)	9252024ME		99.00
100-1605-7730	U.S. BANK	Halloween Event Supplies (Target)	9252024ME		74.97
100-1605-7730	U.S. BANK	Halloween Candy (Target)	9252024ME		125.44
100-1605-7732	U.S. BANK	City Picnic Goodie Bag Supplies (Amazon)	9252024ME		520.58
100-1605-7732	U.S. BANK	City Picnic Pennant Flags/Napkins (Amazon)	9252024ME		490.35

Council Warrant Register By Vendor

Payment Dates: 9/26/2024 - 10/9/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1605-7732	U.S. BANK	City Picnic LA County Health Permit Fee	9252024ME		1,934.00
100-1605-7732	U.S. BANK	City Picnic Staff Appreciation Coffee (Starbucks)	9252024ME		16.45
100-1605-7732	U.S. BANK	City Picnic Banners (Amazon)	9252024ME		198.30
100-1605-7732	U.S. BANK	City Picnic DART Lunch (Domino's)	9252024ME		114.57
100-1605-7732	U.S. BANK	City Picnic Outdoor Games (Amazon)	9252024ME		350.60
100-1605-7732	U.S. BANK	City Picnic Portable Toilets (Eagle Portables)	9252024ME		1,879.43
100-1605-7733	U.S. BANK	SC Entertainment 12/9/24 (Sunset Creative Prod)	9252024ME		390.00
100-1605-7733	U.S. BANK	SC Cables (Monoprice)	9252024ME		51.23
100-1605-7733	U.S. BANK	SC Samsung 65" Smart TV w/Warranty (Costco)	9252024ME		1,318.73
100-1605-7733	U.S. BANK	SC Special Event Gift Cards (Amazon)	9252024ME		190.00
100-1605-7734	U.S. BANK	FC Desk Side Storage (Amazon)	9252024ME		36.37
100-1605-7734	U.S. BANK	FC Copier Paper (Amazon)	9252024ME		54.01
100-1605-7734	U.S. BANK	FC Storage Container (Amazon)	9252024ME		79.36
100-1605-7735	U.S. BANK	TC Family Feud Event Supplies (Amazon)	9252024ME		72.76
100-1605-7735	U.S. BANK	TC Dance Jerseys (Amazon)	9252024ME		264.48
100-1605-7735	U.S. BANK	TC Football Fan Night 9/5/24 (WingStop)	9252024ME		214.41
100-1605-7735	U.S. BANK	TC Football Fan Night 9/5/24 (Little Caesars)	9252024ME		102.41
100-1605-7735	U.S. BANK	TC Back to School BBQ Supplies (Amazon)	9252024ME		105.59
100-1605-7735	U.S. BANK	TC Back to School BBQ Gift Card (Amazon)	9252024ME		20.00
100-1605-7735	U.S. BANK	TC Paint Brushes (Amazon)	9252024ME		54.91
100-1605-7737	U.S. BANK	Deposit-Cheech Museum Excursion (Riverside Art)	9252024ME		100.00
100-1605-7737	U.S. BANK	Deposit-Excursion 11/21/24 (SteinersOriginals)	9252024ME		402.93
100-1605-7737	U.S. BANK	Deposit-Cruise of Lights Excursion (Philharmonic)	9252024ME		588.00
100-1605-7740	U.S. BANK	Summer Camps Cellular Service Charge (Tracfone)	9252024ME		42.82
100-1605-7741	U.S. BANK	Youth Sports Volleyball Shirt (Amazon)	9252024ME		38.38
100-1605-7741	U.S. BANK	Youth Sports Cross Country Supplies (Amazon)	9252024ME		44.07
100-1605-7745	U.S. BANK	TC Boxing Tournament Supplies (Amazon)	9252024ME		188.57
100-1605-7745	U.S. BANK	Duarte Boxing Club So Ca Sanction Fee (USA Boxing)	9252024ME		380.00
100-1605-7745	U.S. BANK	TC Boxing Coach Shirt (Amazon)	9252024ME		11.17
100-1605-7980	U.S. BANK	2023 Employee Pumpkin Carving Winners (Dog Haus)	9252024ME		62.80
100-1610-7616	U.S. BANK	FC Batteries (Amazon)	9252024ME		26.72
100-1610-7618	U.S. BANK	Council Meeting Supplies (Walmart.com)	9252024ME		42.84
Vendor 4484 - U.S. BANK Total:					22,312.31
Vendor: 6196 - VINH TRUONG					
100-1005-7643	VINH TRUONG	Council Vehicle Allowance	10/2024		75.00
Vendor 6196 - VINH TRUONG Total:					75.00

Council Warrant Register By Vendor

Payment Dates: 9/26/2024 - 10/9/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 1974 - VISION COMMUNICATIONS CO					
100-1205-7650	VISION COMMUNICATIONS CO	Vehicle 23 Radio Repair	0764090-IN		440.00
Vendor 1974 - VISION COMMUNICATIONS CO Total:					440.00
Vendor: 5835 - WALLACE WOLFF					
100-1405-7690	WALLACE WOLFF	Planning Commission Meeting	9/16/2024		50.00
Vendor 5835 - WALLACE WOLFF Total:					50.00
Vendor: 0237 - WAXIE SANITARY SUPPLY					
100-1610-7618	WAXIE SANITARY SUPPLY	Building Maintenance Supplies	82731142		503.31
Vendor 0237 - WAXIE SANITARY SUPPLY Total:					503.31
Fund 100 - GENERAL FUND Total:					824,932.45
Fund: 220 - GAS TAX FUN					
Vendor: 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
220-2210-7890	COUNTY OF LOS ANGELES DE...	TS Timing Adjustment-Buena Vista/Central 8/2024	24090901122		323.56
220-2210-7890	COUNTY OF LOS ANGELES DE...	Traffic Signal Maintenance 7/2024 & 8/2024	24090901488		4,685.78
Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:					5,009.34
Vendor: 3957 - JCL TRAFFIC SERVICES					
220-2210-7813	JCL TRAFFIC SERVICES	Regulatory Signs	125799		319.73
Vendor 3957 - JCL TRAFFIC SERVICES Total:					319.73
Vendor: 0904 - RKA CONSULTING GROUP					
220-2225-8100	RKA CONSULTING GROUP	Speed Surveys and Traffic Counts 8/2024	35183		125.00
Vendor 0904 - RKA CONSULTING GROUP Total:					125.00
Fund 220 - GAS TAX FUN Total:					5,454.07
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 1570 - Friedrich Enterprises Inc					
240-2426-7810	Friedrich Enterprises Inc	Grocery Outlet Ctr Sweeping 9/2024	208017		784.00
Vendor 1570 - Friedrich Enterprises Inc Total:					784.00
Vendor: 3968 - LANDSCAPE WAREHOUSE III					
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Repair-Teen Ctr	4203565		97.20
Vendor 3968 - LANDSCAPE WAREHOUSE III Total:					97.20
Vendor: 4142 - RUDY'S PLUMBING INC					
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing-Hunt Dr Median	11220		135.00
Vendor 4142 - RUDY'S PLUMBING INC Total:					135.00
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					1,016.20
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
Vendor: 5438 - LDM ASSOCIATES INC					
260-2605-7965	LDM ASSOCIATES INC	FY25 CDBG ADA Curb Ramps Project 7/2024	8325	202511-Professional Svcs-ADA...	660.00
260-2605-7965	LDM ASSOCIATES INC	FY25 CDBG ADA Curb Ramps Project 8/2024	8359	202511-Professional Svcs-ADA...	780.00
Vendor 5438 - LDM ASSOCIATES INC Total:					1,440.00
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					1,440.00
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
290-2905-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 8/2024	250329SS		11,941.67
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					11,941.67
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					11,941.67
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
Vendor: 6189 - ENTERPRISE FM TRUST					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 33 Lease 9/01/2024 - 9/30/2024	FBN5131621		441.43

Council Warrant Register By Vendor

Payment Dates: 9/26/2024 - 10/9/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 35 Lease 9/01/2024 - 9/30/2024	FBN5131621		679.61
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease 9/01/2024 - 9/30/2024	FBN5131621		428.96
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 25 Lease 9/01/2024 - 9/30/2024	FBN5131621		488.87
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease 9/01/2024 - 9/30/2024	FBN5131621		492.21
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Lease 9/01/2024 - 9/30/2024	FBN5131621		567.93
Vendor 6189 - ENTERPRISE FM TRUST Total:					3,099.01
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					3,099.01
Fund: 400 - PARK DEVELOPMENT GRANT FUND					
Vendor: 6623 - LYNNE DWYER					
400-4005-7965	LYNNE DWYER	Design Svcs Fish Canyon Trailhead Parking Lot	DUARTE FC - 1	202214-Exp-Fish Cyn Trail Res...	5,695.00
Vendor 6623 - LYNNE DWYER Total:					5,695.00
Fund 400 - PARK DEVELOPMENT GRANT FUND Total:					5,695.00
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 4209 - 10-8 RETROFIT INC					
440-4405-7650	10-8 RETROFIT INC	Vehicle 26 Light Install	20661		2,183.13
Vendor 4209 - 10-8 RETROFIT INC Total:					2,183.13
Vendor: 1491 - AUTOZONE					
440-4405-7650	AUTOZONE	Yard Supplies	2814426378		78.01
440-4405-7650	AUTOZONE	Yard Supplies	2814434855		64.16
Vendor 1491 - AUTOZONE Total:					142.17
Vendor: 6237 - FAST 5 HOLDING COMPANY LLC					
440-4405-7650	FAST 5 HOLDING COMPANY L...	Vehicle Car Washes 8/2024	7624		35.00
Vendor 6237 - FAST 5 HOLDING COMPANY LLC Total:					35.00
Vendor: 3192 - FOOTHILL TRANSIT					
440-4405-8013	FOOTHILL TRANSIT	66th Installment of 3rd Bus 9/2024	SI010426		3,887.05
440-4405-7960	FOOTHILL TRANSIT	Duarte Local Service 8/2024	SI010427		20,650.26
440-5004	FOOTHILL TRANSIT	Duarte Local Service 8/2024	SI010427		-971.35
Vendor 3192 - FOOTHILL TRANSIT Total:					23,565.96
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
440-4405-7650	HOME DEPOT CREDIT SERVICES	Yard Supplies	0742600		21.97
440-4405-7650	HOME DEPOT CREDIT SERVICES	Dewalt Battery Pack	4532406		197.35
Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:					219.32
Fund 440 - PROPOSITION A TRANSIT FUND Total:					26,145.58
Fund: 460 - PROPOSITION C TRANSIT FUND					
Vendor: 3192 - FOOTHILL TRANSIT					
460-4605-8013	FOOTHILL TRANSIT	66th Installment of 3rd Bus 9/2024	SI010426		3,180.31
460-4605-7960	FOOTHILL TRANSIT	Duarte Local Service 8/2024	SI010427		16,895.66
460-5004	FOOTHILL TRANSIT	Duarte Local Service 8/2024	SI010427		-794.74
Vendor 3192 - FOOTHILL TRANSIT Total:					19,281.23
Fund 460 - PROPOSITION C TRANSIT FUND Total:					19,281.23
Fund: 490 - MEASURE W (WATER/STORMWATER)					
Vendor: 2172 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
490-4905-7980	COUNTY OF LOS ANGELES DE...	Catch Basin Cleaning 7/01/2023 - 6/30/2024	SA250000071		1,233.09
Vendor 2172 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:					1,233.09
Fund 490 - MEASURE W (WATER/STORMWATER) Total:					1,233.09
Grand Total:					900,238.30

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	824,932.45
220 - GAS TAX FUN	5,454.07
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	1,016.20
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	1,440.00
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	11,941.67
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	3,099.01
400 - PARK DEVELOPMENT GRANT FUND	5,695.00
440 - PROPOSITION A TRANSIT FUND	26,145.58
460 - PROPOSITION C TRANSIT FUND	19,281.23
490 - MEASURE W (WATER/STORMWATER)	1,233.09
Grand Total:	900,238.30

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	775.00
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	861.00
100-1005-7650	Travel & Exp - Lewis	775.00
100-1005-7980	Other Expenses	9.99
100-1010-7610	Travel, Mtgs & Conf	833.68
100-1010-7612	Publications and Dues	18.00
100-1010-7980	Other Expenses	632.55
100-1015-7684	Code Enforcement Legal	21,125.96
100-1015-7686	Other Legal Services	384.61
100-1020-7710	Chamber Of Commerce	6,750.00
100-1020-7711	Employee Recognition C...	486.99
100-1020-7712	Community Information ...	9,410.99
100-1020-7713	Historical Museum Bldg...	66.76
100-1020-7720	DCTV	1,990.00
100-1020-7980	Other Expenses	4,545.00
100-1205-7650	Vehicle Maintenance	1,513.51
100-1205-7779	Youth Programs	2,516.06
100-1205-7780	Animal Control	6,250.00
100-1205-7781	Contract Law Enforceme...	460,441.91
100-1205-7782	Crossing Guard Contract...	14,273.09
100-1205-7787	Public Safety Cntr Lease	9,221.00
100-1205-7980	Other Expenses	644.03
100-1405-7612	Publications and Dues	109.98
100-1405-7650	Vehicle Maintenance	28.00
100-1405-7690	Planning Commission	200.00
100-1405-7965	Professional Services	880.00
100-1405-7969	City Engineer	2,880.00
100-1410-7610	Travel, Mtgs & Conf	25.75
100-1410-7612	Publications and Dues	158.76
100-1410-7621	Other Supplies	693.60
100-1410-7650	Vehicle Maintenance	28.00
100-1410-7656	Emergency Generator	160.00
100-1410-7810	Street Sweeping	122.00
100-1410-7887	Repairs & Replacements	135.43
100-1410-7980	Other Expenses	946.41
100-1605-7002	Regular Salaries	76.92
100-1605-7610	Travel, Mtgs & Conf	1,000.18
100-1605-7612	Publications and Dues	180.00
100-1605-7614	Office Supplies	54.23

Account Summary

Account Number	Account Name	Payment Amount
100-1605-7693	Youth Council	68.72
100-1605-7729	Concerts In The Park	377.94
100-1605-7730	Special Events	995.46
100-1605-7732	City Picnic	35,204.13
100-1605-7733	Senior Center	2,980.12
100-1605-7734	Fitness Center	169.74
100-1605-7735	Teen Center	955.68
100-1605-7737	Adult Excursions	1,206.48
100-1605-7739	Publicity	16,573.25
100-1605-7740	Day Camps	42.82
100-1605-7741	Sports/Playground Progr...	493.96
100-1605-7745	Boxing Program	881.83
100-1605-7750	Bus Rentals	1,716.38
100-1605-7980	Other Expenses	62.80
100-1610-7616	Pool Supplies	26.72
100-1610-7617	Pool Chemicals	1,218.28
100-1610-7618	Building Supplies	7,063.07
100-1610-7636	Uniforms	68.34
100-1610-7650	Vehicle Maintenance	2,097.39
100-1610-7652	Building Maint Services	5,603.91
100-1610-8100	Other Capital Improvem...	164,642.69
100-1805-7610	Travel, Mtgs & Conf	500.00
100-1805-7612	Publications and Dues	130.00
100-1805-7614	Office Supplies	60.15
100-1805-7653	Bank Charges	105.81
100-1805-7980	Other Expenses	137.07
100-1810-7660	Other Services	32.00
100-1810-7980	Other Expenses	1,751.16
100-1815-7632	Software	929.68
100-1815-7820	Finance Software	12,984.96
100-1815-7821	Network & Internet Serv...	1,007.50
100-1815-7830	Telephone Services	2,132.29
100-1825-7613	Duplications And Photos	661.54
100-1825-7614	Office Supplies	213.29
100-1825-7626	Postage	29.84
100-1825-7674	Retiree Health Insurance	3,960.00
100-1830-8100	Vehicle Replacement (C...	10,060.18
100-2120	Refundable Deposits	500.00
100-2124	Gazebo Refundable Dep...	50.00
100-2125	Metro Pass Through (TA...	90.00
100-2126	Construction and Demoli...	2,000.00
100-2127	Retention Payable	-8,232.13
100-4402	Community Center Renta..	-57.50
100-4408	Property Rental	2,001.51
100-4808	Swim Lesson Fees	56.00
100-5004	Other Revenue	-125.00
220-2210-7813	Regulatory Signs	319.73
220-2210-7890	Repairs-Traffic Signal	5,009.34
220-2225-8100	Other Capital Improvem...	125.00
240-2410-7663	Other Serv-Medians	135.00
240-2410-7888	Repairs-Citywide	97.20
240-2426-7810	Street Sweeping	784.00
260-2605-7965	Professional Services	1,440.00
290-2905-7781	Contract Law Enforceme...	11,941.67
320-3205-8013	Vehicles (Capital)	3,099.01
400-4005-7965	Professional Services	5,695.00
440-4405-7650	Vehicle Maintenance	2,579.62
440-4405-7960	Foothill Transit Operatio...	20,650.26

Account Summary

Account Number	Account Name	Payment Amount
440-4405-8013	Vehicles (Capital)	3,887.05
440-5004	Other Revenue	-971.35
460-4605-7960	Foothill Tranist Operatio...	16,895.66
460-4605-8013	Vehicles (Capital)	3,180.31
460-5004	Other Revenue	-794.74
490-4905-7980	Other Expenses	1,233.09
Grand Total:		900,238.30

Project Account Summary

Project Account Key	Payment Amount
None	732,953.17
202118-ATP Cycle 4-Professional Svcs	200.00
202214-Exp-Fish Cyn Trail Restoration/Access Plan	5,695.00
202313/100-1610-8100-Parks Other Cap Improvement	164,642.69
202313/100-2127-Retention-Beardslee Restroom	-8,232.13
202412-Prof Svc-FY24 Bike Trail Rehab Proj	440.00
202419-Code Enforcement Legal-Tobacco Grant	850.00
202502-WIN/1205-7779-Summer At Risk Intern Program	248.06
202511-Professional Svcs-ADA Curb Ramps	1,440.00
250004 - Property Rent - Nextel Rent (Otis Gordon)	2,001.51
Grand Total:	900,238.30



**COMMUNITY DEVELOPMENT
STATUS REPORT
October 2024**

PROJECT/PROGRAM STATUS	
DEVELOPMENT	
Former Nissan Dealership	The Nissan dealership on the northeast corner of Buena Vista Street and Central Avenue has permanently closed. Staff has met with the new owner to discuss possible development of the site. The priority is for a new car dealership for the location.
New Infinity/Nissan Dealership	Nissan will be moving to the former Used Car Superstore at 1125 Central Ave. The Infinity brand will also be added. The new owner has informed Staff that future plans include upgrades to the building and signs. The last report was that the new dealership should be open the first week in October.
Envision Ford	Envision Ford at 1031 Central plans to construct a new freeway sign. Permits have been issued and construction will start soon. The owners plan to make a significant upgrade to the property with a new building. Concept plans are expected by mid-October.
Andres Duarte School	This is a Duarte Unified School District (DUSD) project which entails the development of the Andres Duarte School site with a residential development. The School District has selected a developer for the development: a partnership of Adept Development, MW Investments Group and SGV Property Fund. The Andres Duarte school site property is about 13 acres. The preliminary plan, acted on by DUSD, includes 169 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. The EIR consultant has been hired. The Parks & Recreation Commission reviewed the concept for the Otis Gordon Park rebuild at its September meeting.
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. Plans were submitted for the third plan check, those plans have been returned with only a few minor items remaining. Utility plans are still in process and the development team is working on resolving easement issues. The new project manager has made significant progress and it seems likely that permits could be issued in the next couple of months.

PROJECT/PROGRAM	STATUS
2400 Huntington Drive	The City's Housing Authority owns the property at 2400 Huntington Drive and has recently entered into an Exclusive Negotiating Agreement with Jamboree Housing to work on a plan for property sale and development. The City Staff is working with the San Gabriel Valley COG and the San Gabriel Valley Regional Housing Trust on possible financial assistance for the development.
1401 Santo Domingo	The property owner recently demolished all buildings on the property. A 20 unit townhome development was approved for the property. Plans have not yet been submitted for plan check.
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. Metro has awarded an Exclusive Negotiating Agreement to Jamboree Housing. The plan is for a development with between 100-120 units of multi-generation housing. There is currently no schedule for development.
Town Center North	Staff has been meeting with property owners to develop a proposal for a complete center rehabilitation that includes new, upgraded facades, an upgraded parking lot and related improvements. Staff has been working with a commercial broker team with the goal of spurring activity. The City has hired an Architect and Engineer to develop a detailed concept plan for façade and parking lot upgrades to the center. The City has approved an Exclusive Negotiating Agreement with Red Mountain, one of the owners in the center, to work toward the sale of the City's corner property. The goal is for the owner to assist the City in coordinating all of the property owners to participate in a comprehensive improvement of the entire center as a part of the development plan.
Royal Oaks Annexation	The process has started to annex the Human Good's Royal Oaks senior living facility to the City. The Initial Study/Negative Declaration was recently completed and the notice to adopt has been published. A Public Hearing was held at the September Planning Commission meeting and the final Public Hearing will be held at the October 8th City Council meeting.
Solana at Duarte Station 1750 Fasana Road	MBK is building Solana, a 292-unit apartment building. This building will also be the location of the "Duarte Station" sign

PROJECT/PROGRAM	STATUS
	that will be an icon, located on the roof of the building. The revised completion date is 2025.
BP Charging Station 2107 Huntington Dr.	Permits have been issued and grading is in process for the new EV charging station on the property at the northeast corner of Huntington Drive and Bradbourne. This is a new style of charging station that includes several charging spaces and a lounge area for customers that are waiting for their vehicles to charge.
City of Hope General Projects	Working with the City of Hope on various projects in process, such as: Hope Plaza was recently completed. It is an 8 story, 350,000 square foot outpatient clinic, south of the Northeast parking structure. The Central Utility Plant reconstruction is in process and will be completed by Summer 2025 (it is located in the Irwindale portion of the property).
Westminster Gardens	Human Good, the owner, plans for a major campus expansion and has recently filed an application. The City hired MIG to assist in the preparation of the specific plan amendment and EIR. The request is for this expansion to accommodate up to 600 total units; this includes assisted living and memory care units, and mixed use. This project will take 12+ months, but Staff has had kick off meetings with the consultant and HumanGood and there is positive progress.
928 Huntington Dr.	A 16 unit apartment development has been approved for the property. Permits have been issued and construction has started. The project was put on hold while the contractor works out some construction details with SCE but should restart in the near future.
<u>PUBLIC WORKS</u>	
Highland Promenade	This project is funded by a Measure M Grant. It is for an expanded right of way along the west side of Highland Ave. that would have a park-like pedestrian walkway. The City and the property owner of 1801 Highland have approved an easement agreement. Staff discussed the right of way issue with Metro for its piece recently and the details will be resolved when the site development moves forward. City has hired KHR to develop engineering plans. The projected construction date is Fall 2024; however, a portion adjacent to the Metro parking lot may be constructed with the development on that property. Staff and the City consultant are working with SCE on moving power poles.

PROJECT/PROGRAM	STATUS
	Final plans are in process. Some details need to be resolved with SCE and with Metro before the project goes out to bid.
Recreation Trail Upgrades	Duarte was awarded a \$1.6 million federal appropriation for accessibility and quality of life upgrades to the Donald and Bernice Watson Recreation Trail. This funding was included in the 2023 Omnibus Appropriations Bill, thanks to Congresswoman Napolitano. We are still waiting to receive the funds as the State manages the process for how funds will be distributed, a process that typically takes several months. In the next few months, Staff is working on finalizing paving details, looking to hire a landscape consultant to coordinate a final bid set for Parks & Recreation Commission and City Council review. An aerial survey has been completed and the concept plan is being developed. In coordinating with Cal Trans, the date that funding will be available has changed, so the project won't go out to bid until early 2025 at the earliest.
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 Highland underpass sidewalk (west side) was recently completed.
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 Pavement Repair	The annual project was delayed but was recently re-bid. Work is mostly completed.
Annual Striping Project	The 2024-2025 annual project work was delayed for a few weeks, but will start mid-October.
Annual Concrete Repair	The 2024-2025 annual project will start mid-October.
Annual CDBG Curb Ramp Project	The 2024-2025 annual project should be awarded on October 8 and start within the next month.

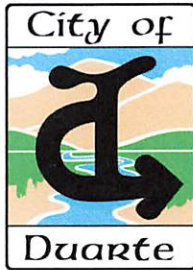
PROJECT/PROGRAM	STATUS
Huntington Drive Medians	The project went out to bid in late September and will close October 22. Bid award expected in November.



PARKS AND RECREATION STATUS REPORT October 2024

PROJECT/PROGRAM	STATUS
<u>SPECIAL EVENTS</u>	
Community Yard Sale	The Duarte community is invited to come out and stock up on great finds at the Community Yard Sale! Join us on Saturday, October 12, from 8 AM to 2 PM in the Civic Center parking lot, near the Senior Center. Don't miss the chance to fill your trunks with amazing items!
Duarte's Floating Pumpkin Patch	It's back this fall! Duarte's Floating Pumpkin Patch returns on Sunday, October 20, at the Fitness Center from 1 to 3 PM. With your registration, you can pick a pumpkin of your choice, visit decorating stations, participate in fun crafts, enjoy some tricks and treats, and compete in the on-site pumpkin decorating contest for a chance to win fantastic prizes. The registration fee is \$5 for youth residents and \$10 for non-resident youth. Don't forget, advance registration is required, and the deadline to sign up is October 17!
Halloween Howl 2024	Join us on October 31 from 5 to 8 PM for the annual Halloween Howl at Royal Oaks Park! The entire community is invited for a night of Halloween fun, featuring spooky touches, a trick-or-treat lane, and a youth fun zone with unlimited access for just \$5. Plus, there will be killer prizes for the best costumes in various categories. Please note that parking is limited, so we encourage families to arrive early. Food and drinks will be available for purchase.
NEW! Día de los Muertos	On Friday, November 1, from 6 to 9 PM, join the Duarte community to remember loved ones and celebrate Día de los Muertos. This family-friendly event welcomes guests of all ages to the City Hall Courtyard, where you can honor your loved ones by placing their photos on the ceremonial altar (ofrenda). Enjoy authentic food, art, activities, and live performances while exploring the rich history and culture of Mexico.
Unity March	On Saturday, November 2, starting at 8:30 AM, the Mayor's Youth Council will host its annual Unity March and rally to promote peace and unity in our community. The event will conclude at Duarte Park, where attendees can hear inspirational remarks from the keynote speaker.

Veterans Day Ceremony	To honor the men and women who have served in the United States Armed Forces, the Department will host its annual Veterans Day Ceremony at Veterans Memorial Thorsen Park on Monday, November 11, starting at 9 AM. For more details about this event, please contact the Parks & Recreation Department at (626) 357-7931.
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Agenda Item: 7.G

CM Review: BW

Fiscal Review: JP

AGENDA REPORT

MEETING DATE: October 8, 2024

TO: Mayor and Members of the City Council

FROM: Kristen Petersen, Assistant City Manager/Director of Administrative Services

BY: Michelle Brown, Human Resources Specialist

SUBJECT: Resolution Fixing the City's 2025 Medical Insurance Contribution

RECOMMENDATION: It is recommended that the City Council approve Resolution No. 24-16 and Resolution No. 24-17 fixing the City's Medical Insurance contribution for Councilmembers and Employees for 2025

FISCAL IMPACT: There is no fiscal impact as the expenditures related to this increase in the City's contribution towards medical insurance is already included in the 2024/25 budget

BACKGROUND

The City of Duarte has two employee bargaining units: the general employees and the management & professional employees. Both of these units are represented by the Service Employees International Union, Local 721 (SEIU 721). Pursuant to the terms of the recently negotiated Memorandums of Understanding ("MOUs"), the City will contribute toward the cost of medical insurance.

DISCUSSION/ANALYSIS

Pursuant to the terms of the Memorandums of Understanding ("MOUs"), the City will contribute toward the cost of medical insurance indexed to the cost of CalPERS Blue Shield Access Plus Los Angeles premiums. Healthcare premiums will change as of January 1, 2025, and as a result, the contribution needs to be adjusted. Please note that while the CalPERS Blue Shield Access Plus Los Angeles premiums will increase by 6.84% from the last negotiated City contribution to premiums, the City's contribution as negotiated in the MOU allows for up to a 5% increase from the prior contributions.

The City's contribution towards healthcare premiums as of January 1, 2025 will be \$814.18, \$1,628.39 and \$2,116.92 for employee only, employee + 1 and employee + 2 or more. The same healthcare contribution will also apply to the City Council, the City Manager, and the Assistant City Manager. While the new employer contribution amounts are the same for everyone, CalPERS requires a separate resolution for Councilmembers that are not enrolled in the CalPERS retirement system as optional members.

RECOMMENDATION

It is recommended that the City Council approve Resolution No. 24-16 and Resolution No. 24-17 fixing the City's Medical Insurance contribution for Councilmembers and Employees for 2025.

FISCAL IMPACT

There is no fiscal impact as the expenditures related to this increase in the City's contribution towards medical insurance is already included in the 2024/25 budget.

ATTACHMENTS

Resolution No. 24-16 and Resolution No. 24-17.

RESOLUTION NO. 24-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS Non PERS City Council

WHEREAS, City of Duarte is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act;

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

1. That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members in a health benefits plan up to a maximum of \$814.18 per month with respect to employee enrolled for self alone, \$1,628.39 per month for employee enrolled for self and one family member, and \$2,116.92 per month for employee enrolled for self and two or more family members, plus administrative fees and Contingency Reserve Fund assessments; and be it further
2. City of Duarte has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above and be it further
3. That the participation of the employees and annuitants of City of Duarte shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that City of Duarte would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

4. That the executive body appoint and direct, and it does hereby appoint and direct, Assistant City Manager to file with the Board a verified copy of this resolution, and to perform on behalf of City of Duarte all functions required of it under the Act; and be it further
5. That coverage under the Act be effective on January 1, 2025.

PASSED, APPROVED, AND ADOPTED this 8th day of October, 2024.

Mayor Vinh Truong

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 24-16 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 8th day of October, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Annette Juarez
City of Duarte, California

RESOLUTION NO. 24-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS PERS All Employees

WHEREAS, City of Duarte is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act;

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

1. That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members in a health benefits plan up to a maximum of \$814.18 per month with respect to employee enrolled for self alone, \$1,628.39 per month for employee enrolled for self and one family member, and \$2,116.92 per month for employee enrolled for self and two or more family members, plus administrative fees and Contingency Reserve Fund assessments; and be it further
2. City of Duarte has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above and be it further
3. That the participation of the employees and annuitants of City of Duarte shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that City of Duarte would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

4. That the executive body appoint and direct, and it does hereby appoint and direct, Assistant City Manager to file with the Board a verified copy of this resolution, and to perform on behalf of City of Duarte all functions required of it under the Act; and be it further
5. That coverage under the Act be effective on January 1, 2025.

PASSED, APPROVED, AND ADOPTED this 8th day of October, 2024.

Mayor Vinh Truong

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

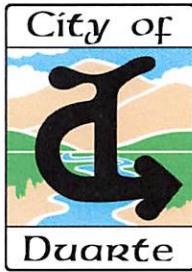
I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 24-17 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 8th day of October, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Annette Juarez
City of Duarte, California



Agenda Item: 7.H

CM Review: SCV

Fiscal Review: JP

AGENDA REPORT

MEETING DATE: October 8, 2024

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

SUBJECT: Exclusive Negotiating Agreement with Red Mountain Group for the Properties at 1303-1305 Huntington Drive

RECOMMENDATION: Staff recommends that the City Council authorize the City Manager to sign an Exclusive Negotiating Agreement (ENA) with Red Mountain Group to provide a period of time for the parties to negotiate the sale and development of the City owned properties at 1303-1305 Huntington Drive

FISCAL IMPACT: No impact

BACKGROUND

In 2008, the former Redevelopment Agency purchased the property at 1305 Huntington Drive. Western Dental had been the tenant and the building was damaged by fire. The property was purchased "as is" and was later demolished. The plan was to hold the property for development as part of a redevelopment of the entire shopping center. In 2017, after Redevelopment ended in California, the City purchased the property from the Redevelopment Agency with General Fund dollars.

In 2017, the City purchased the property at 1303 Huntington Drive. At the time, Sparr Liquor operated at the site. The City purchased the property, building and business. After the purchase, the City demolished the building. There were a variety of reasons for the purchase that included: cleaning up the corner, reducing the Code complaints associated with the operation of the liquor store and combining the property with the 1305 property to hopefully spur an upgrade or rebuild of the shopping center.

In June 2017, the City entered into an ENA with Arbor Capital Group. The goal was to create a development plan for the property and to market the property to prospective tenants. Arbor Capital Group was also required to work with property owners in the adjacent shopping center to encourage property improvements including parking lot, landscape, façade and sign improvements.

The ENA with Arbor Capital Group lapsed and did not result in a property sale or a plan to renovate the adjacent center. The primary reason that this didn't work out was the lack of cooperation from

the owners and tenants in the adjacent shopping center. At that time, Rite Aid was a tenant of one building and Big Lots was a tenant and owned another building. Since 2017, three of the four property owners in the adjacent shopping center have changed and neither Rite Aid nor Big Lots are still tenants. A majority of the center is currently vacant.

In 2022, the City went through the Surplus Land Act Process on the property and declared the property surplus land. A City is prohibited from negotiating any sale or lease of the property prior to compliance with the procedural requirements of the Surplus Land Act. So, to be able to sell the 1303 and 1305 properties for development, the City must meet the procedural requirements of AB 1486. The City offered the properties as surplus land, meeting all requirements, and received no purchase offers. This allows the City to move forward with the land sale process.

Over the past few months, Staff has spoken with all of the property owners in the shopping center about the City's goals for the center. Red Mountain Group, the owner of the former Big Lots building, has expressed the most interest in taking the steps necessary to promote a complete shopping center rehabilitation.

DISCUSSION/ANALYSIS

Red Mountain Group bought the former Big Lots building in 2023 as part of a portfolio of several Big Lots properties in California. Red Mountain is a shopping center owner that specializes in the upgrade of distressed shopping centers. It owns more than 4.7 million square feet across 18 states. Over the past few months, Staff has met with Red Mountain representatives several times to discuss options for upgrading the entire shopping center and attracting quality tenants.

The major impediments to attracting quality tenants to the center are the overall condition of the center and the challenge from having multiple property owners. One option to address both of these issues is to provide Red Mountain the ability to make the center a more attractive option to quality tenants. To be able to make progress on this option, Red Mountain would benefit from property control.

The proposed ENA is the first step in land sale. It allows Red Mountain to market the corner property to prospective tenants which in turn should generate improved interest in the balance of the shopping center. This period also allows Red Mountain the time to work on a plan for property control in the center. The ENA will require Red Mountain to: market the property to National retail tenants and quick service restaurants/food uses; work with other properties in the shopping center, which may include property acquisition, master lease, partnership or other methods; consider a plan for a complete shopping center upgrade; and negotiate a property sale price with the City.

The proposed negotiation period would be 180 days with the ability for extension up to 360 days if there is adequate progress. While Staff hopes that a final plan can be realized in this time frame, this is a very complicated deal with multiple owners involved and generating tenant interest with the condition of the current shopping center is very difficult. But Staff feels that Red Mountain is uniquely qualified to move forward because of its experience and its ownership of one of the adjacent properties.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to sign an Exclusive Negotiating Agreement (ENA) with Red Mountain Group to provide a period of time for the parties to negotiate the sale and development of the City owned properties at 1303-1305 Huntington Drive.

FISCAL IMPACT

No impact.

ATTACHMENTS

Exclusive Negotiating Agreement

EXCLUSIVE NEGOTIATION AGREEMENT

(Approximately 29,820 Square Feet of Land Area Located at 1303-1305 Huntington Drive)

THIS EXCLUSIVE NEGOTIATION AGREEMENT ("Agreement" or "ENA") is entered into this _____ of _____ 2024 ("Effective Date"), between the **CITY OF DUARTE**, a municipal corporation in the State of California ("City"), and **RMRG Portfolio, LLC** a California limited liability company ("Developer") (hereinafter sometimes referred to collectively as the "Parties" or individually as a "Party").

1. NEGOTIATIONS

City is the owner of two certain unimproved parcels of real property in the City of Duarte, County of Los Angeles, State of California, consisting of approximately 29,820 square feet of land area located at the northeast corner of Huntington Drive and Buena Vista Street, and addressed as 1303-1305 Huntington Drive, Duarte, California (the "Property"). Pursuant to the terms of this Agreement, City and Developer shall negotiate in good faith, for the period stated in Section 2 below, the terms of a Purchase, Sale and Development Agreement or other form of agreement or agreements ("PSDA") to be entered into between City and Developer concerning Developer's purchase and development of the Property. City agrees, for the period stated in Section 2 below, not to negotiate with any other person or entity regarding the sale or development of the Property without the prior written consent of Developer, which such consent shall be at Developer's sole and absolute discretion. Nothing in this Agreement shall be deemed a covenant, promise, or commitment by City, or any City or department of the City, with respect to the Developer's acquisition of the Property or the approval of development thereon. City's acceptance of this Agreement is merely an agreement to enter into a period of exclusive and good faith negotiations according to the terms hereof, reserving final discretion and approval by City as to any actions required of it.

2. NEGOTIATION PERIOD

City and Developer agree to negotiate diligently and in good faith for a period of one hundred eighty (180) calendar days from the Effective Date of this Agreement on the terms of a PSDA (the "Negotiation Period"); provided however that City may, in its sole discretion, extend the exclusive negotiation period one or more times for up to a cumulative total of ninety (180) calendar days at the option of the Community Development Director by delivery of written notice to Developer. In no event shall the period comprised of the Negotiation Period and any extension(s) provided herein (the "Total Negotiation Period") exceed one hundred eighty (360) calendar days from the Effective Date of this Agreement. If, upon the expiration of the Negotiation Period or any extension thereof as provided in this Section 2, City and Developer have not each approved and executed a PSDA, then this Agreement shall automatically terminate and Developer shall have no further rights regarding the subject matter of this Agreement or the Property, and City shall be free to negotiate with any other persons or entities with regard to the Property.

3. OBLIGATIONS OF DEVELOPER

A. Evidence of Financing

Within one hundred (120) days after the Effective Date of this Agreement, Developer shall provide the City with reasonably satisfactory evidence that financing will be available for acquisition and development of the Property.

B. Developer's Findings, Coordination and Reports to City

Developer shall, at the request of City, make periodic oral progress reports on all matters and all studies being made related to Developer's marketing of the property, acquisition and development of the Property and other matters under negotiation to the extent that they do not include confidential matters. Developer shall take the lead in marketing the property and update the City Staff on all prospective and interested in tenants. The City Staff shall supply its contact list of all past prospective tenants to Developer within ten (10) days following the Effective Date of this Agreement. The Developer shall make every effort to contact tenants that the City provides in the list. Developer shall participate in workshops, meetings, or presentations concerning the Property as reasonably required by the City.

C. Developer Responsibilities

The Developer shall focus the tenant marketing process on National retail tenants and quick service restaurants/food uses with and without drive thru requirements. The leasable space shall be based, generally, on the concept development plans that have been prepared by the City (Exhibit A) or those plans that have been mutually agreed to by the Developer and City Staff. The purpose of the concept plans is to provide a framework that addresses building style, square footage, parking, public space and similar characteristics. While, the concept plan is a preferred option for buildout, the City is aware that the final site layout may change.

The Developer shall submit to the City non-confidential written tenant communications and general updates of the identified users, which users shall be reasonably approved by the Community Development Director. The Developer shall focus the tenant recruitment on all tenant categories including restaurants.

D. Purchase Price

The Developer and City shall negotiate a proposed purchase price to be in the PSDA. Said purchase price for the Property shall be mutually agreed to by Developer and City. The Developer and City further agree that both Parties will work with the owners of the adjacent shopping center in an effort facilitate a mutually agreeable redevelopment of the Center.

E. Restrictions Against Change In Ownership Management And Control of Developer and Assignment of Agreement

The qualifications and identity of the Developer and its principals are of particular concern to the City. It is because of these qualifications and identity that the City has entered into this Agreement with the Developer. During the Total Negotiation Period, no voluntary or involuntary successor-in-interest of the Developer shall acquire any rights or powers under this Agreement. The Developer shall not assign all or any part of this Agreement or any rights in or under this Agreement, without the prior written approval of the City, other than an entity substantially owned and / or controlled by Red Mountain Group, Inc. or by its principal Michael Mugel. Any other assignment shall require approval which may be given or withheld in the City's sole discretion. Upon any assignment or transfer in interest, whether voluntary or involuntary, by Developer that has not been approved by the City prior to the time of such assignment or transfer shall be deemed a default of this Agreement by Developer which shall entitle City to terminate this Agreement, without liability to City or Developer, by sending written notice of termination to the Developer, referencing this Subsection E of Section 3.

The Developer shall notify the City in writing of any and all changes whatsoever in the identity of the business entities or individuals in control of the Developer, of which information the Developer or any of its members, partners or officers are notified or may otherwise have knowledge or information. Failure of Developer to so notify the City in writing within five (5) business days of such changes or obtaining such knowledge shall constitute a default by Developer of this Agreement and the City may terminate this Agreement, without liability to City or Developer, by sending written notice of termination to the Developer, referencing this Subsection E of Section 3.

F. Acknowledgments and Reservations

The City and the Developer agree that, if this Agreement expires or is terminated for any reason, or a future PSDA is not executed by both the City and the Developer for any reason, neither the City nor the Developer shall be under any further obligation to each other regarding the disposition of the Property or the development thereof.

The Developer acknowledges and agrees that no provision of this Agreement shall be deemed to be an offer or proposal by the City to the Developer, nor an acceptance by the City of any offer or proposal from the Developer, for the City conveyance of any interest in the Property to the Developer or for the City to provide any financial or other assistance to the Developer for redevelopment of the Property.

Developer acknowledges and agrees that neither the Developer nor any affiliate of the Developer has acquired, nor will acquire, by virtue of the terms of this Agreement, any legal or equitable interest in real or personal property from City until such time a PSDA has been duly executed by both Parties.

G. Developer Financial Disclosures

The City reserves the right to obtain further information, data and commitments to ascertain the ability and capacity of the Developer to develop the Property. Developer acknowledges that it may be requested to make certain confidential financial disclosures to City, its staff or legal counsel, as part of the financial due diligence investigations of the City relating to the potential disposition of the Property and its development; provided however, Developer shall not be obligated to provide any information that is not reasonably related to City's review and evaluation of Developer's development of the Property. The City and Developer recognize that such financial disclosures may contain sensitive information relating to other business transactions of the Developer, that the disclosure of such information to third parties could impose commercially unreasonable and/or anti-competitive burdens on the Developer and, correspondingly, diminish the value or fiscal benefit that may accrue to the City upon the disposition of the Property and redevelopment thereof by the Developer, if a future PSDA is entered into between the City and the Developer. Accordingly, the City agrees to maintain the confidentiality of any business records of the Developer disclosed to City, except as required to be disclosed pursuant to a court order. The City shall not provide a copy of any business record to a third party, unless the Developer first consents to such disclosure in writing or a court compels disclosure. The defense of any action seeking disclosure of protected business records shall be at Developer's expense and handled, at Developer's option, either by (i) the City Attorney's Office, or (ii) legal counsel hired by Developer approved by the City Attorney, which approval shall not be unreasonably withheld.

H. Nondiscrimination

Developer, in undertaking its obligations under this Agreement, shall not discriminate against or segregate any person, or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code.

I. Press Releases

Developer agrees to obtain the approval of City prior to publication of any press releases Developer may propose relating to the disposition or development of the Property. City agrees, so long as Developer has an obligation to maintain the confidentiality of any prospective tenant, to get approval of Developer prior to publication of any press releases.

J. Intentionally omitted

4. REMEDIES

A. Default and Breach

Failure or delay by either Party to perform any material term or provision of this Agreement shall constitute a “default” under this Agreement. If the Party who is claimed to be in default by the other Party commences to cure, correct or remedy the default within five (5) calendar days after receipt of written notice specifying such default and diligently completes such cure, correction or remedy within fifteen (15) calendar days after the expiration of the five (5) day period (for a total of twenty (20) calendar days to cure the default), such Party shall not be in default under this Agreement. In no event shall any time to cure, correct or remedy a default extend the Total Negotiation Period beyond the time allowed in Section 2 of this Agreement unless agreed to in writing by the Parties.

The Party claiming that a default has occurred shall give written notice of default to the Party claimed to be in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default. However, the injured Party shall have no right to exercise any remedy for a default under this Agreement, without first delivering written notice of the default.

Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default. 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 such Party, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

If a Party in default fails either (i) to commence to cure, correct or remedy the default within five (5) calendar days following written notice of such default, or (ii) to complete such cure, correction or remedy within fifteen (15) calendar days after the expiration of the five (5) day period (for a total of twenty (20) calendar days to cure the default), a “breach” of this Agreement by the defaulting Party shall be deemed to have occurred. In no event shall the City’s disapproval or conditional approval of any Developer applications, the PSDA, any California Environmental Quality Act review, or any other matters that require the City’s or City’s discretionary approval pursuant to this Agreement or applicable law constitute a default or breach under this Agreement by the City.

B. Remedies for Breach and Release of Claims

In the event of a breach of this Agreement, the Party who is in breach shall be liable to the non-defaulting Party for any direct, out of pocket, damages caused by such default, and the Party not in breach shall have the right to (i) terminate this Agreement by serving

written notice of termination on the other Party; and (ii) commence an action for such damages against the defaulting Party with respect to such default; provided however, that no Part(ies) shall have any obligation to any other Party for payment of punitive, exemplary or consequential damages (including, without limitation, any claim for opportunity costs or lost profits) (collectively, "special damages") and provided further, that each Party waives its right to bring an action for special damages or specific performance against the other Part(ies), except that Developer may bring an action for specific performance to enforce the Agency's obligation to negotiate exclusively with Developer during the Term of this Agreement.

Each Party acknowledges that it is aware of the meaning and legal effect of California Civil Code section 1542, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him would have materially affected his settlement with the debtor."

California Civil Code section 1542 notwithstanding, it is the intention of both the City and the Developer to be bound by the limitation on damages and remedies set forth in this Subsection B of Section 4, and the City and the Developer hereby release any and all claims against each other for monetary damages or other legal or equitable relief related to any breach of this Agreement, whether or not any such released claims were known or unknown to either the City or the Developer as of the Effective Date of this Agreement. The City and the Developer each waive the benefits of California Civil Code section 1542 and all other statutes and judicial decisions (whether state or federal) of similar effect with regard to the limitations on damages and remedies and waivers of any such damages and remedies contained in this Subsection B of Section 4.

C. Surviving Clause

This Section 4 shall survive the expiration of the Total Negotiation Period and any termination of this Agreement for whatever reason.

5. INDEMNIFICATION AND INSURANCE

A. Indemnification

1. Developer shall defend, indemnify and hold harmless the City and the City Indemnitees from and against all damages and liability caused by the negligent actions or willful misconduct of Developer or its principals, directors, managers, shareholders, employees, agents, or representatives with respect to Developer's acts in connection with this Agreement. Developer shall not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the City or any of the City Indemnitees.

2. City shall defend, indemnify and hold harmless the Developer and the Developer Indemnitees from and against all damages and liability caused by the negligent actions or willful misconduct of the City or its principals, directors, managers, shareholders, employees, agents, or representatives with respect to City's acts in connection with this Agreement. City shall not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the Developer or any of the Developer Indemnitees.

B. Insurance

(1) Without limiting Developer's indemnification obligations as set forth in this Agreement, Developer shall procure and maintain, at its sole cost and expense the following policies of insurance:

- (a) 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.
- (b) 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.
- (c) Workers' Compensation Insurance providing statutory benefits as required by California law.
- (d) Employer's Liability Insurance with limits in an amount not less than \$1,000,000.
- (e) 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.

(2) All insurance policies required hereunder, except the workers' compensation insurance, shall comply with the following requirements:

- (a) 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.
- (b) The policies shall be endorsed to name City and its officers, officials, employees, agents, and volunteers as additional insureds.
- (c) 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.
- (d) 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.

(3) 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.

(4) Developer, not later than two (2) business days following the Effective Date, shall provide the City with Certificates of Insurance evidencing the above insurance coverages and said Certificates of Insurance are reasonably approved by the City. Certificates are to reflect that the insurer shall provide 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, Developer shall, prior to the cancellation date, submit new evidence

of insurance, in conformance with this Section 5. Developer shall not undertake any acts under this Agreement until Developer has provided the City with the required Certificate of Insurance and the City has approved same.

(5) The provisions of any workers' compensation or similar act shall not limit the obligations of Developer under this Agreement. Developer expressly agrees not to use any statutory immunity defenses under such laws with respect to City or the City of Duarte, or its officers, officials, members, employees, agents, representatives, or volunteers acting in an official capacity.

(6) Developer agrees to provide immediate notice to City of any claim or loss against Developer arising out of any acts or omissions of Developer 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 the City of Duarte, or any officer, official, member, employee, agent, representative, or volunteer acting in an official capacity.

6. MISCELLANEOUS

A. Compliance With Law

Developer acknowledges that any future PSDA, if approved by City, will require Developer (among other things) to carry out the development of the Property in conformity with all applicable laws, including all applicable building, planning and zoning laws, environmental laws, safety laws, and, if applicable, federal and state labor and wage laws including, but not limited to, any prevailing wage requirements pursuant to California Labor Code section 1720 *et seq.*

B. City Reservation Of Discretion And Required Approvals

No PSDA between City and Developer shall have any force or effect nor shall City be deemed to be a Party to any agreement for the acquisition of or disposition of real or personal property, the provision of financial assistance to Developer or development of the Project on the Property or elsewhere, until the terms and conditions of a future PSDA are considered and approved by the governing body of City, in the City governing body's sole and absolute discretion, following the conclusion of a duly noticed public hearing, as required by law. The Developer and City each expressly acknowledges and agrees that neither will be bound by any statement, promise or representation made by itself or its staff during the course of negotiations of a PSDA. Furthermore, the City shall only be legally bound upon the approval of a PSDA by the City governing body, in the City governing body's sole and absolute discretion, following a duly noticed public hearing, as required by law.

C. No Third-Party Beneficiaries

None of the terms or provisions of this Agreement are intended to benefit any person or entity other than the City or the Developer. No affiliate of the Developer has any rights pursuant to this Agreement.

D. Governing Law

The City and the Developer acknowledge and agree that this Agreement was negotiated and entered into in the City of Duarte, California. The City and the Developer agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the internal laws of the State of California, without application of conflicts of law principles.

E. Partial Invalidity

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

F. Waivers

No waiver of any breach of any covenant or provision contained in this Agreement shall be deemed a waiver of any preceding or succeeding breach or such provision, or of any other covenant or provision contained in this Agreement. No extension of the time for performance of any obligation or act or any waiver of any provision of this Agreement shall be enforceable against the City or the Developer, unless made in writing and executed by both the City and the Developer.

G. Construction

Headings at the beginning of each section and subsection of this Agreement are solely for the convenience of reference of the City and the Developer and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one or the other of the City or the Developer, but rather as if both the City and the Developer prepared this Agreement. Unless otherwise indicated, all references to sections are to this Agreement. If any exhibits are referred to in this Agreement, such exhibits are either attached to this Agreement or incorporated into this Agreement by reference. If the date on which the City or the Developer is required to take any action pursuant to the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

H. Entire Agreement.

This Agreement sets forth the entire agreement between the Parties with respect to the subject matter set forth herein and supersedes all prior discussions and negotiations between the Parties with respect thereto. No amendment to this Agreement shall be effective unless set forth in a writing signed by an authorized signatory of each Party.

I. Notices.

All notices under this Agreement shall be delivered by personal delivery, by a reputable same-day or overnight courier service, or by mailing in the U.S. mail by prepaid certified mail, or by facsimile transmission provided the sender receives written confirmation of receipt of the transmission and delivers the original of such transmission to the other Party within one (1) business day thereafter by one of the other means described herein. Notices shall be directed to the respective Parties as follows:

If to City: City of Duarte
Attn: Craig Hensley, Community Development Director
1600 Huntington Drive
Duarte, CA 91010
chensley@accessduarte.com

With copy to: Rutan & Tucker, LLP
Attn: Thai Viet Phan
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
TPhan@rutan.com

If to Developer: Red Mountain Group, Inc. and
RMRG Portfolio, LLC
Attn: Graham Allchorn
1234 East Seventeenth Street
Santa Ana, CA 92701
gallchorn@rmrginc.com
cc: pfarag@rmrginc.com

A Party may change the address for delivery of notices to it as such Party may from time to time designate in writing to the other Party by a written notice conforming to the requirements of this section. Notices delivered by personal delivery, or same-day or overnight courier service, or facsimile transmission, shall be effective upon receipt (provided that any faxed notices received after 5:00 p.m. on a business day shall not be deemed received until 8:30 a.m. the next business day. Notices delivered by mail shall be effective as of Noon on the third business day following deposit with the United States Postal Service.

J. Calendar Days and Business Days

As used herein, the term “days” shall mean calendar days unless the term “business days” is used. As used herein, a “business day” shall mean a day that Duarte City Hall is open for regular business to the public. Developer acknowledges that Duarte City Hall is closed on Fridays and for holidays designated by the State of California or by ordinance or resolution of the City Council of the City of Duarte.

K. Time of the Essence

Time is of the essence in this Agreement and of each and every term and provision hereof, it being understood that the Parties hereto have specifically negotiated the dates or time limits for the completion of each obligation herein.

L. Nonliability of City Officials, Officers, and Employees

No officer, official, member, employee, agent, representative, or volunteer of the City or of the City of Duarte shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the City of this Agreement, or for any amount which may become due to Developer or to any successor under this Agreement, or for breach of any obligation of the terms of this Agreement.

M. Counterparts

This Agreement may be executed in any number of duplicate originals, all of which shall be of equal legal force and effect upon all of the Parties hereto signing this Agreement.

N. Effective Date

The Effective Date of this Agreement shall be the latest of the dates set next to the signature of the Parties hereto, which latest date shall be inserted into the preamble of this Agreement.

O. No Additional Power or Authority. Notwithstanding anything to the contrary contained herein, it is expressly agreed and understood that nothing contained in this Agreement shall give the City any additional authority, power, or control over that certain real property owned by Developer’s affiliate, BL Portfolio, LLC, located at 1325 Huntington Drive, Duarte CA over and above what would exist if this Agreement was never so entered into.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the Effective Date.

“DEVELOPER”

RMRG Portfolio, LLC

Date: _____

By: _____
Michael Mugel, Manager

“CITY”

CITY OF DUARTE

Date: _____

By: _____
Brian Villalobos, City Manager

ATTEST:

Annette Juarez, City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Thai Viet Phan, City Attorney

Exhibit A
[Starts Next Page]

N.E.C.OF HUNTINGTON DR. & BUENA VISTA ST.

1307-1335 HUNTINGTON DRIVE DUARTE, CALIFORNIA

AUGUST 16, 2022

OWNER	CITY OF DUARTE 1600 Huntington Drive Duarte, CA 91010 Contact: Craig Hensley	SHEET INDEX	D010 A010 EL-01A SC-01 SC-02 EL-02 EL-03 EL-04 EL-05 EL-06	EXISTING SITE PLAN PROPOSED SITE PLAN EXISTING & PROPOSED BUILDING ELEVATIONS-Overall- Option A PROPOSED WALL SECTIONS (TENANT SHOPS) PROPOSED WALL SECTIONS (BIG LOTS & RITE AID) EXISTING & PROPOSED BUILDING ELEVATIONS (RITE AID & MEDICAL CLINIC) EXISTING & PROPOSED BUILDING ELEVATIONS (ONE VEG WORLD) EXISTING & PROPOSED BUILDING ELEVATIONS (ONE VEG WORLD) PROPOSED BUILDING ELEVATIONS (CORNER PAD) PROPOSED BUILDING ELEVATIONS (OVERALL REAR ELEVATIONS)
ARCHITECT	McKently Malak Architects 35 Hugus Alley, Suite 200 Pasadena, CA 91103 T: 626.583.8348 Contact: Ken McKently			
CIVIL ENGINEER	KHR Associates 17530 Von Karman Avenue Suite 200 Irvine, CA 92614 Contact: James Kawamura			

CITY OF DUARTE

1600 Huntington Drive
Duarte, CA 91010

N.E.C OF HUNTINGTON DR. & BUENA VISTA ST.

1307 - 1335 Huntington Drive
Duarte, California

McKently

Malak

ARCHITECTS

35 Hugus Alley Suite 200
Pasadena, California 91103-3648
TEL 626 383-8246 FAX 626 383-8387

EXISTING SITE PLAN

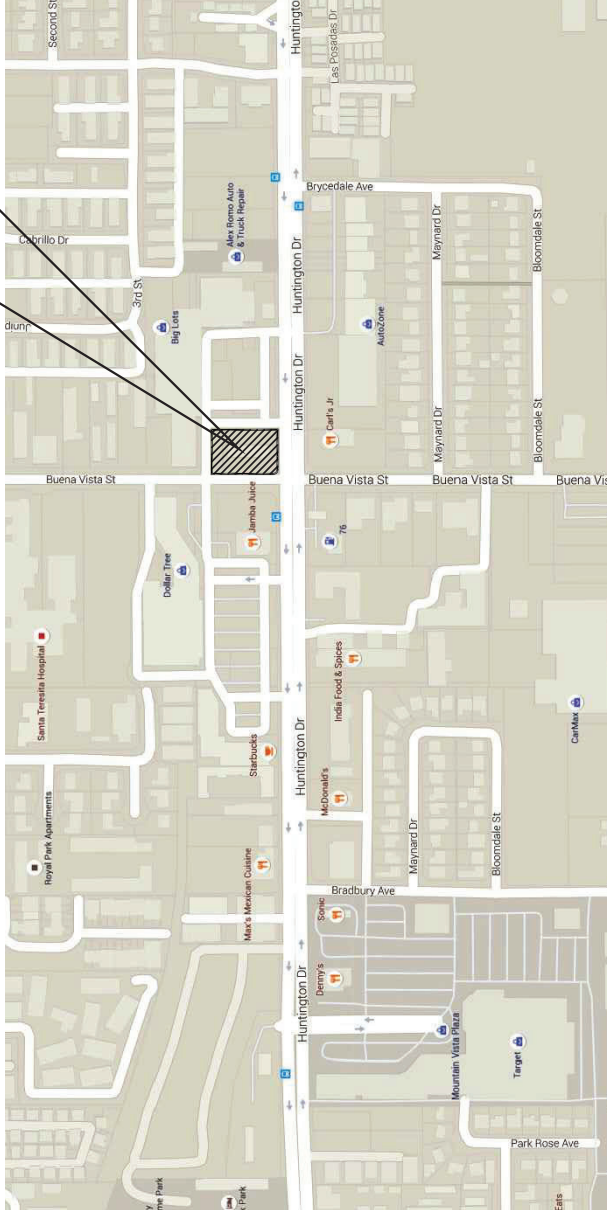
08.05.2022

22105TMA

D010



NEC HUNTINGTON DRIVE &
BUENA VISTA STREET
DUARTE, CALIFORNIA



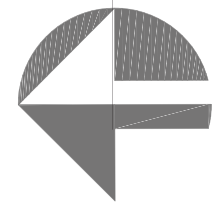
VICINITY MAP

NOT TO SCALE

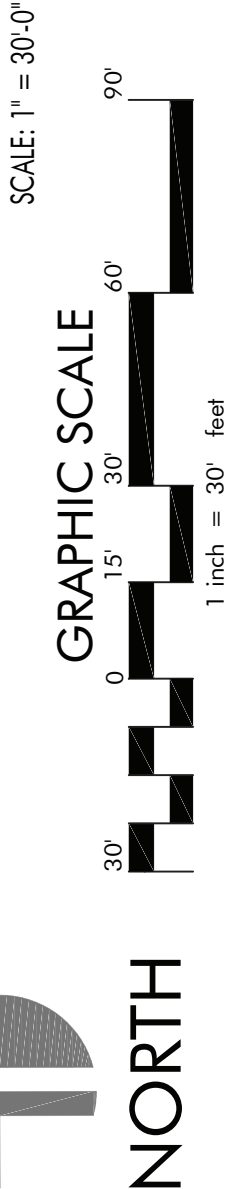


PROJECT SUMMARY

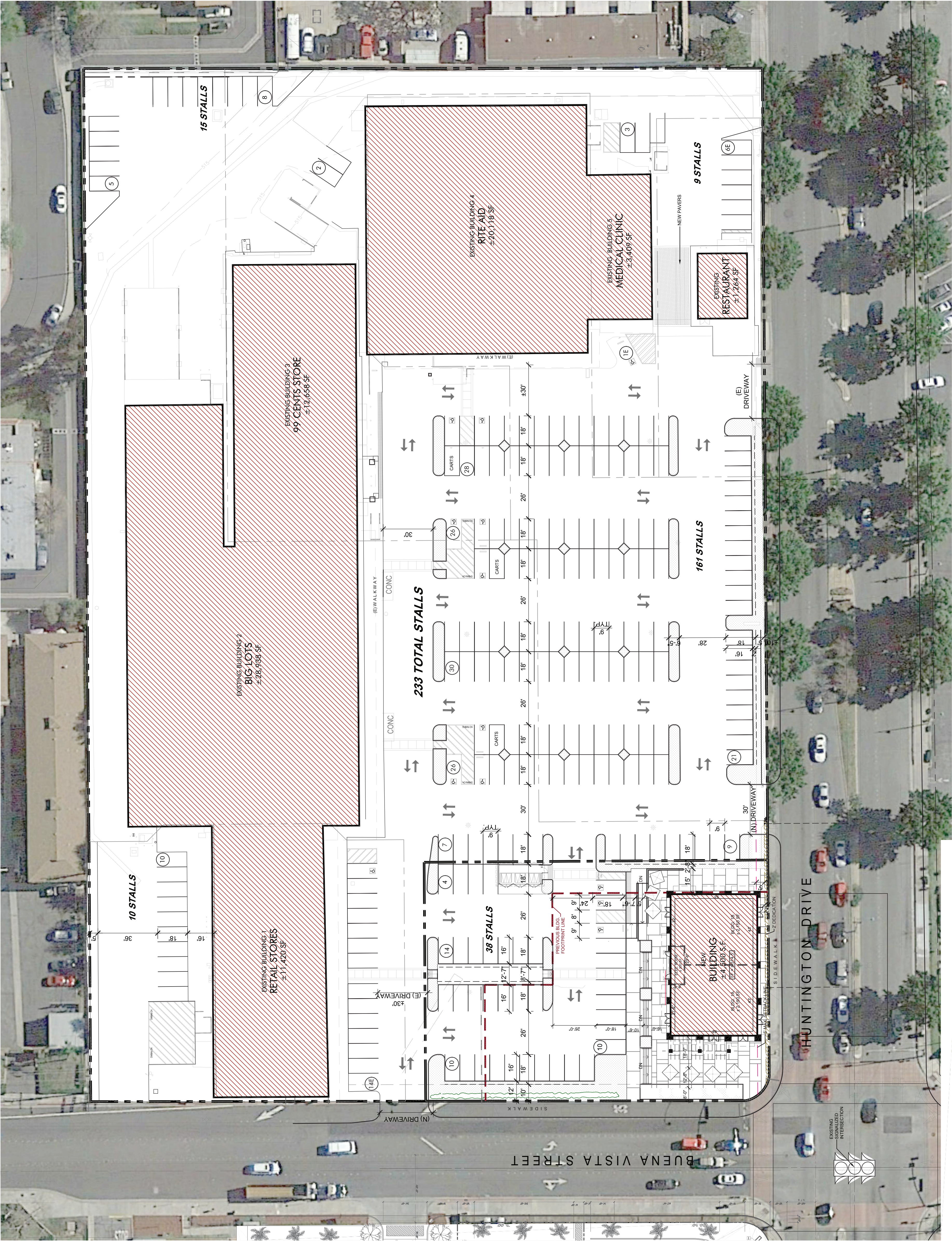
ZONING	CITY OF DUARTE
CLIENT	C-G
EXISTING ZONING	RETAIL/RESTAURANT
PROPOSED USE	(CORNER PARCEL)
SITE AREA	(±5.83 A.C.) ±254,160 SF
BUILDING DATA	
BUILDING AREA	
(E) BUILDING 1	± 11,420 SF
(E) BUILDING 2	± 28,938 SF
(E) BUILDING 3	± 12,658 SF
(E) BUILDING 4	± 20,118 SF
(E) BUILDING 5	± 3,409 SF
(E) RESTAURANT	± 1,264 SF
TOTAL BUILDING AREA	± 77,807 SF
F.A.R.	0.31
PARKING DATA	
OVERALL EXISTING PARKING:	179 STALLS
PARKING RATIO PROVIDED:	2.3/1,000 SF



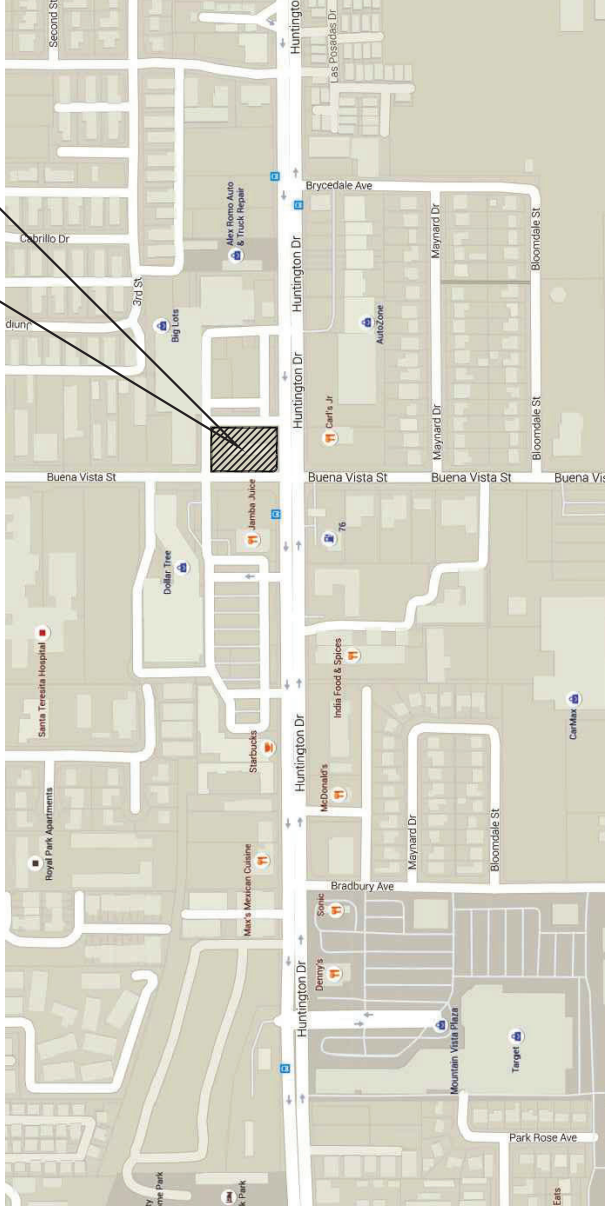
EXISTING SITE PLAN



PRELIMINARY SITE PLAN SUBJECT TO CHANGE.
PROPERTY LINES ARE BASED ON ALTA SURVEY BY KHR ASSOCIATES,
RECEIVED ON 07/14/2022



NEC HUNTINGTON DRIVE &
BUENA VISTA STREET
DUARTE, CALIFORNIA

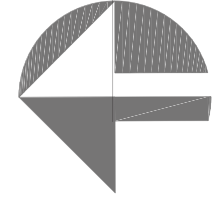


VICINITY MAP

NOT TO SCALE

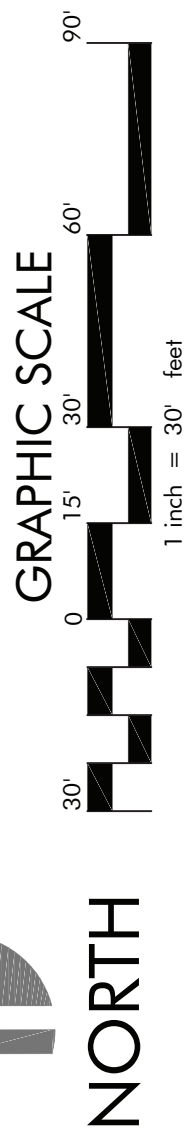


PROJECT SUMMARY			
ZONING	CITY OF DUARTE		
CLIENT	C-G		
PROPOSED USE	RETAIL/RESTAURANT (CORNER PARCEL)		
SITE AREA			
OVERALL SITE AREA	(±5.83 A.C.) ±254,160 SF		
BUILDING DATA			
BUILDING AREA			
(E) BUILDING 1	± 11,420 SF		
(E) BUILDING 2	± 28,938 SF		
(E) BUILDING 3	± 12,658 SF		
(E) BUILDING 4	± 70,118 SF		
(E) BUILDING 5	± 3,409 SF		
(E) RESTAURANT	± 1,264 SF		
(N) BUILDING	± 4,500 SF		
TOTAL BUILDING AREA	± 82,307 SF		
F.A.R.	0.32		
PARKING DATA			
OVERALL PARKING:	233 STALLS		
PARKING RATIO PROVIDED:	2.83/1,000 SF		



PROPOSED SITE PLAN

SCALE: 1" = 30'-0"



NORTH

PRELIMINARY SITE PLAN SUBJECT TO CHANGE.
PROPERTY LINES ARE BASED ON ALTA SURVEY BY KHR ASSOCIATES,
RECEIVED ON 07/14/2022

CITY OF DUARTE

1600 Huntington Drive
Duarte, CA 91010

N.E.C OF HUNTINGTON DR. & BUENA VISTA ST.

1307 - 1335 Huntington Drive
Duarte, California

McKently
Malak
ARCHITECTS

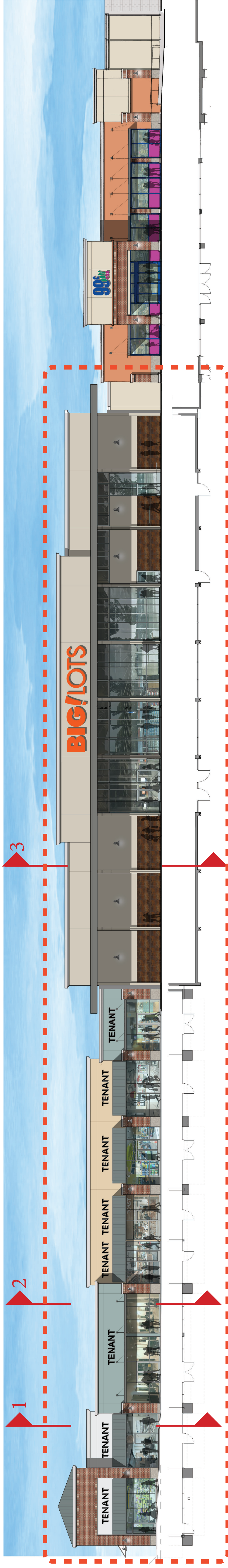
35 Hugus Alley, Suite 200
Pasadena, California 91103-3648
TEL: 626-383-8357 FAX: 626-383-8357

PROPOSED SITE PLAN

08.05.2022

22105TMA

A010



1 PROPOSED OVERALL SOUTH ELEVATION

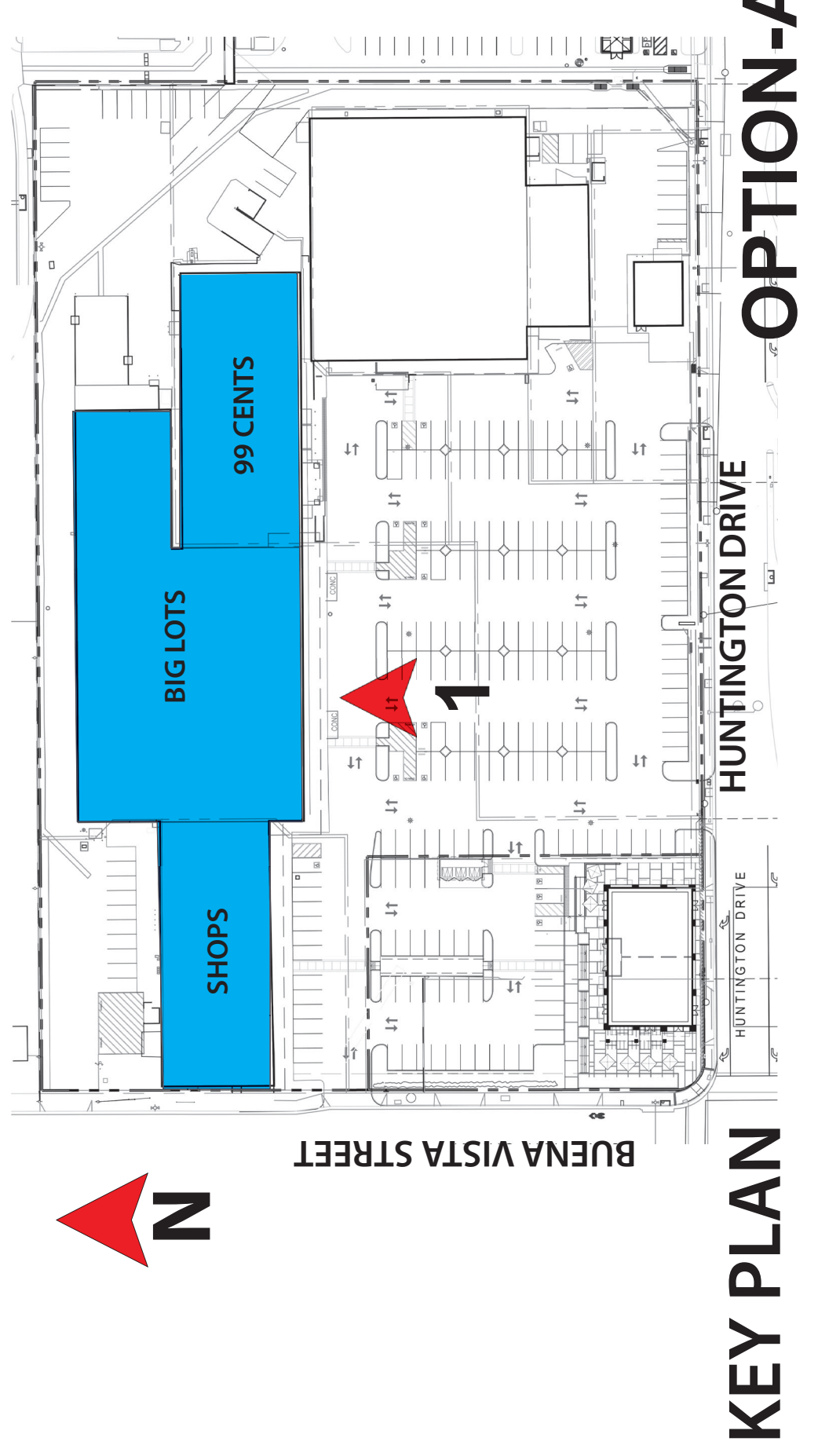


2 EXISTING SOUTH ELEVATION



3 PROPOSED SOUTH ELEVATION
SCALE: 3/32" = 1'-0"

A DE6358 'VAPOR' Dunn Edwards Paint	B DEC773 'HEATHER' Dunn Edwards Paint	C DET533 'EASY BREEZY BLUE' Dunn Edwards Paint	D DE6171 'SAND DOLLAR' Dunn Edwards Paint	E DEC751 'ASH GRAY' Dunn Edwards Paint	F DEC 745 'CHAPARRAL' Dunn Edwards Paint
5 BRICK VENEER COLOR: RED MODEL: COMMODORE FULL RANGE VELOUR THIN BRICK MANUFACTURER: BELDEN BRICK CO.	6 DE6369 'LEGENDARY GRAY' Dunn Edwards Paint	7 & 8 METAL AWNING COLOR: ZINC GRAY MANUFACTURER:BERBRIDGE	11 PRECAST BASE / CAP COLOR: ROMA 08 MANUFACTURER-PACIFIC STONE DESIGN	13 WALL TILE: COLOR: NANO CORTEN COPPER FIELD TILE MODEL: POLISHED 18"X36" PORCELAIN MANUFACTURER: ARTISTIC TILE	



KEY PLAN
OPTION-A

CITY OF DUARTE

1600 Huntington Drive
Duarte, CA 91010

N.E.C OF HUNTINGTON DR. & BUENA VISTA ST.

1307 - 1335 Huntington Drive
Duarte, California

McKently

Malak

ARCHITECTS

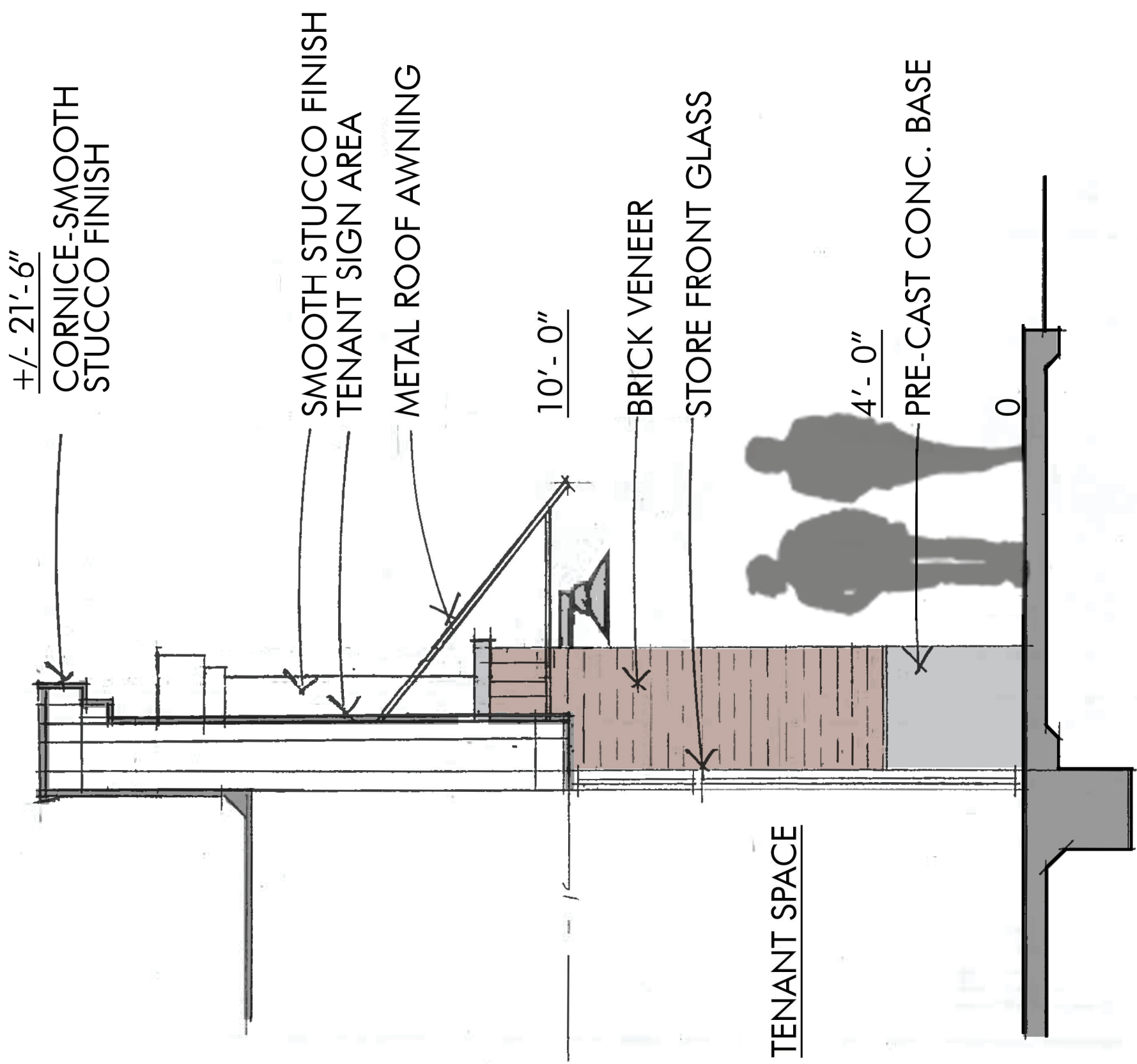
35 Hugus Alley Suite 200
Pasadena, California 91103-3648
TEL 626 383-8246 FAX 626 383-8387

EXTERIOR ELEVATIONS

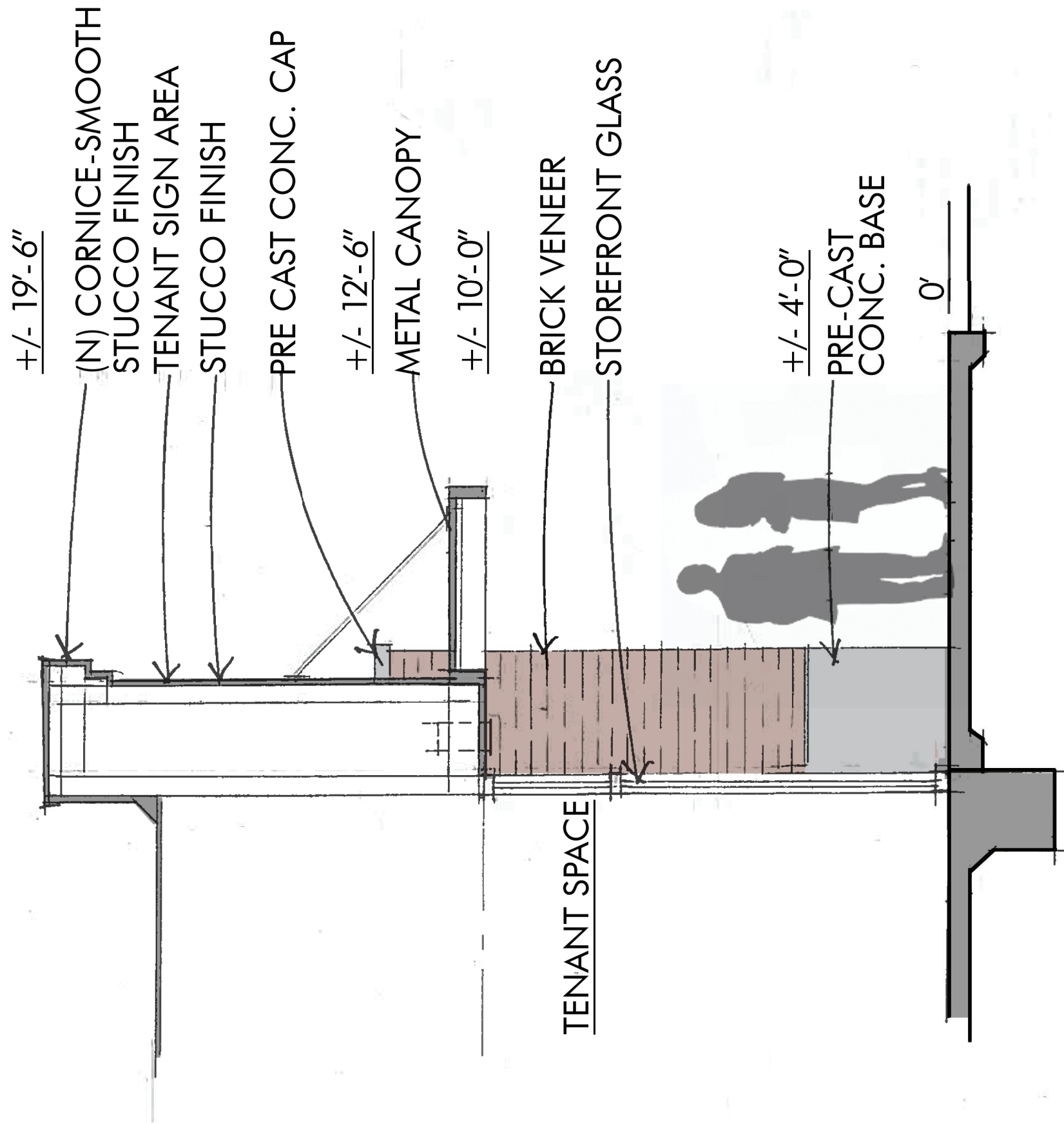
08.05.2022

22105TMA

EL-01A



1 SECTION 1
SCALE: 3/8" = 1'-0"



2 SECTION 2
SCALE: 3/8" = 1'-0"

A

DE6358
'VAPOR'
Dunn Edwards Paint

B

DEC773
'HEATHER'
Dunn Edwards Paint

C

DET533
'EASY BREEZY BLUE'
Dunn Edwards Paint

D

DE6171
'SAND DOLLAR'
Dunn Edwards Paint

E

DEC751
'ASH GRAY'
Dunn Edwards Paint

F

DEC 745
'CHAPARRAL'
Dunn Edwards Paint

5

BRICK VENEER
COLOR: RED
MODEL: COMMODORE
FULL RANGE VELOUR
THIN BRICK
MANUFACTURER:
BELDEN BRICK CO.

6

DE6369
'LEGENDARY GRAY'
Dunn Edwards Paint

7 & 8

METAL AWNING
COLOR: ZINC GRAY
MANUFACTURER:BERRIDGE

11

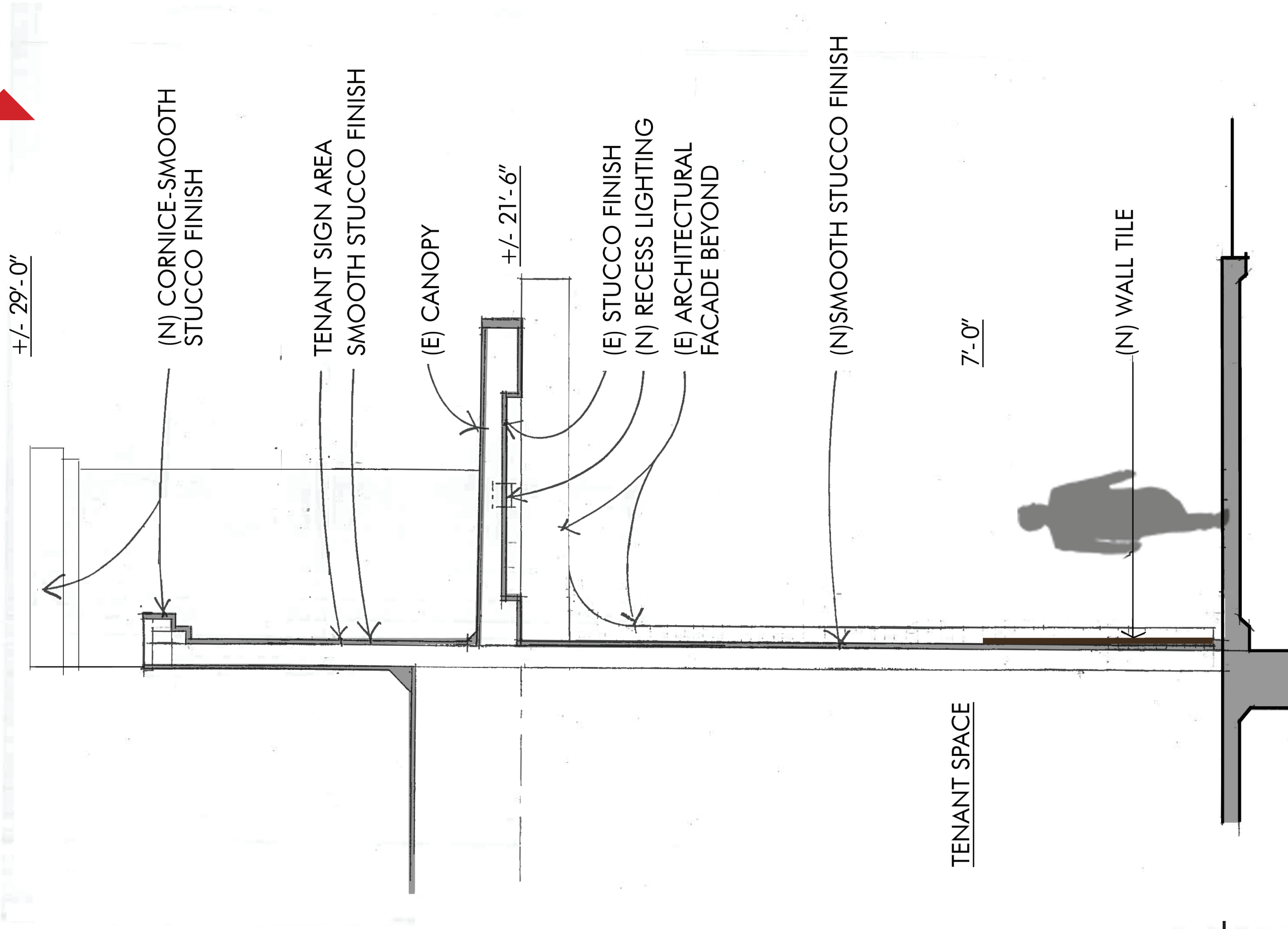
PRECAST BASE / CAP
COLOR: ROMA08
MANUFACTURER:PACIFIC
STONE DESIGN

13

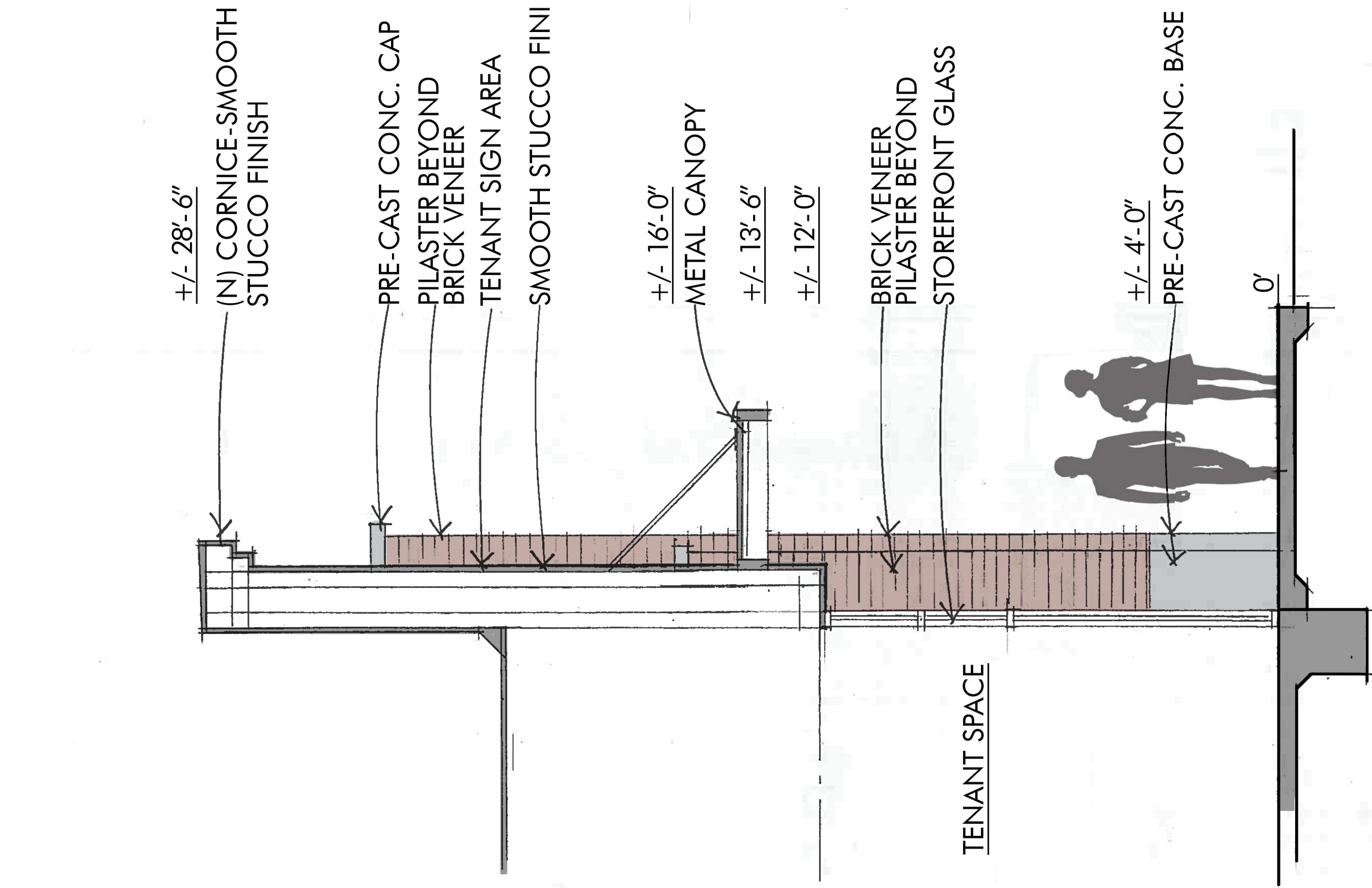
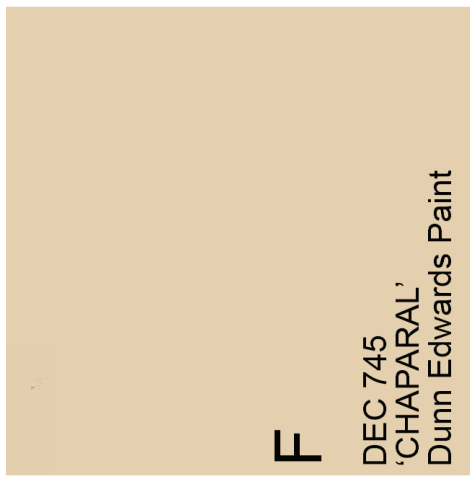
WALL TILE:
COLOR: NANO CORTEN
COPPER FIELD TILE
MODEL: POLISHED 18"X36"
PORCELAIN
MANUFACTURER:
ARTISTIC TILE

CITY OF DUARTE
1600 Huntington Drive
Duarte, CA 91010

N.E.C OF HUNTINGTON DR. & BUENA VISTA ST.
1307 - 1335 Huntington Drive
Duarte, California



SECTION 3 (BIGLOTS)
SCALE: N.T.S (OPTION-1)



SECTION 4 (RITE AID)
SCALE: 3/8" = 1'-0"

CITY OF DUARTE
1600 Huntington Drive
Duarte, CA 91010

N.E.C OF HUNTINGTON DR. & BUENA VISTA ST.
1307 - 1335 Huntington Drive
Duarte, California



1 PROPOSED WEST ELEVATION

SCALE: 3/32" = 1'-0"

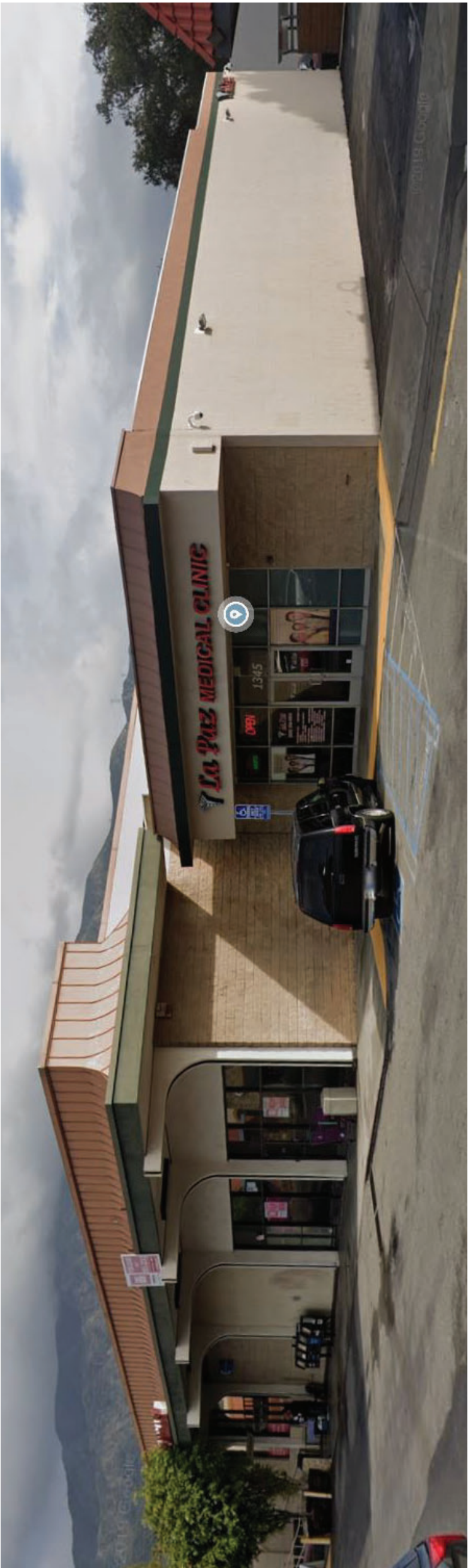


2 PROPOSED SOUTH ELEVATION (SHOPS BUILDING)

SCALE: 3/32" = 1'-0"

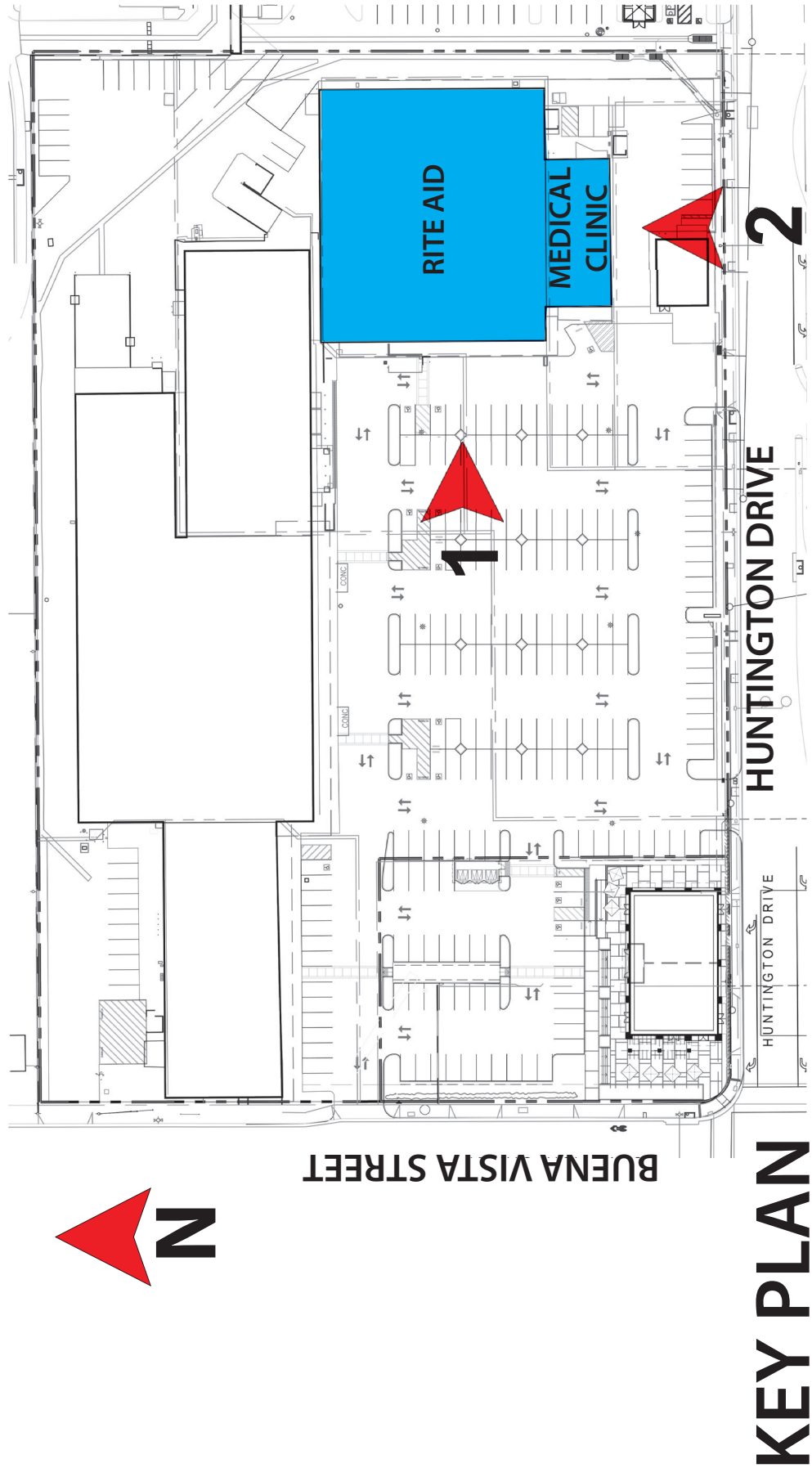


1 EXISTING WEST ELEVATION



2 EXISTING SOUTH ELEVATION (SHOPS BUILDING)

A DE6358 'VAPOR' Dunn Edwards Paint	B DEC773 'HEATHER' Dunn Edwards Paint	C DET533 'EASY BREEZY BLUE' Dunn Edwards Paint	D DE6171 'SAND DOLLAR' Dunn Edwards Paint	E DEC751 'ASH GRAY' Dunn Edwards Paint	F DEC 745 'CHAPARRAL' Dunn Edwards Paint
5 BRICK VENEER COLOR: RED MODEL: OMMODORE FULL RANGE VELOUR THIN BRICK MANUFACTURER: BELDEN BRICK CO.	6 DE6369 'LEGENDARY GRAY' Dunn Edwards Paint	7 & 8 METAL AWNING COLOR: ZINC GRAY MANUFACTURER: BERRIDGE	11 PACIFIC STONE DESIGNING PRECAST BASE / CAP COLOR: ROMA 08 MANUFACTURER: PACIFIC STONE DESIGN	13 WALL TILE: COLOR: NANO CORTEN COPPER FIELD TILE MODEL: POLISHED 18"X36" PORCELAIN MANUFACTURER: ARTISTIC TILE	



CITY OF DUARTE

1600 Huntington Drive
Duarte, CA 91010

N.E.C OF HUNTINGTON DR. & BUENA VISTA ST.

1307 - 1335 Huntington Drive
Duarte, California

McKently
Malak
ARCHITECTS

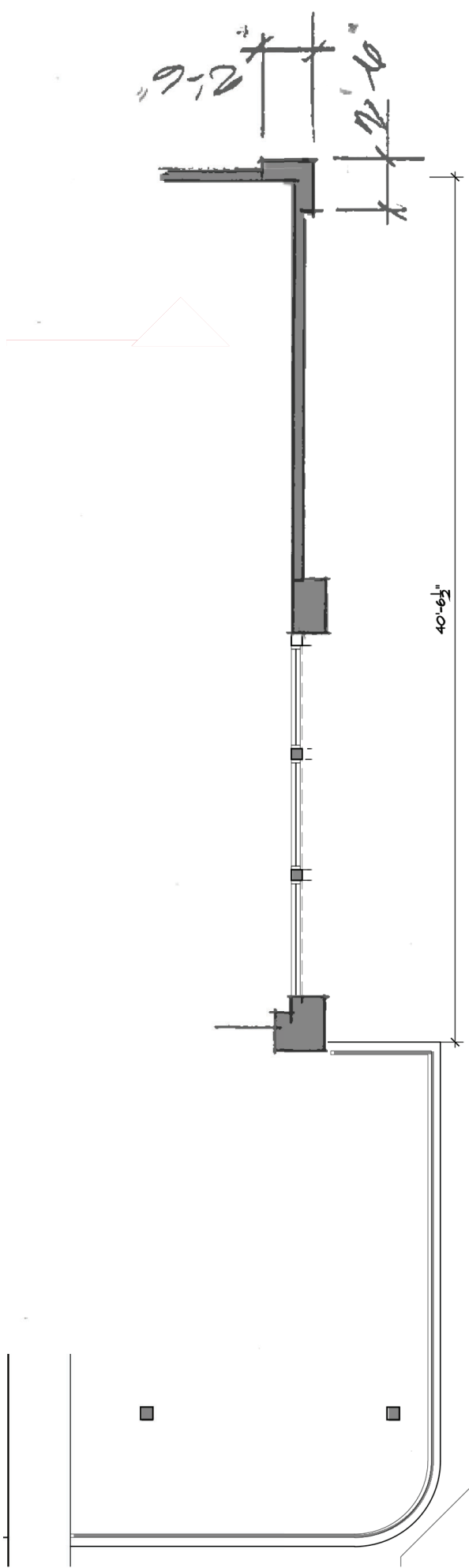
08.05.2022

22105TMA

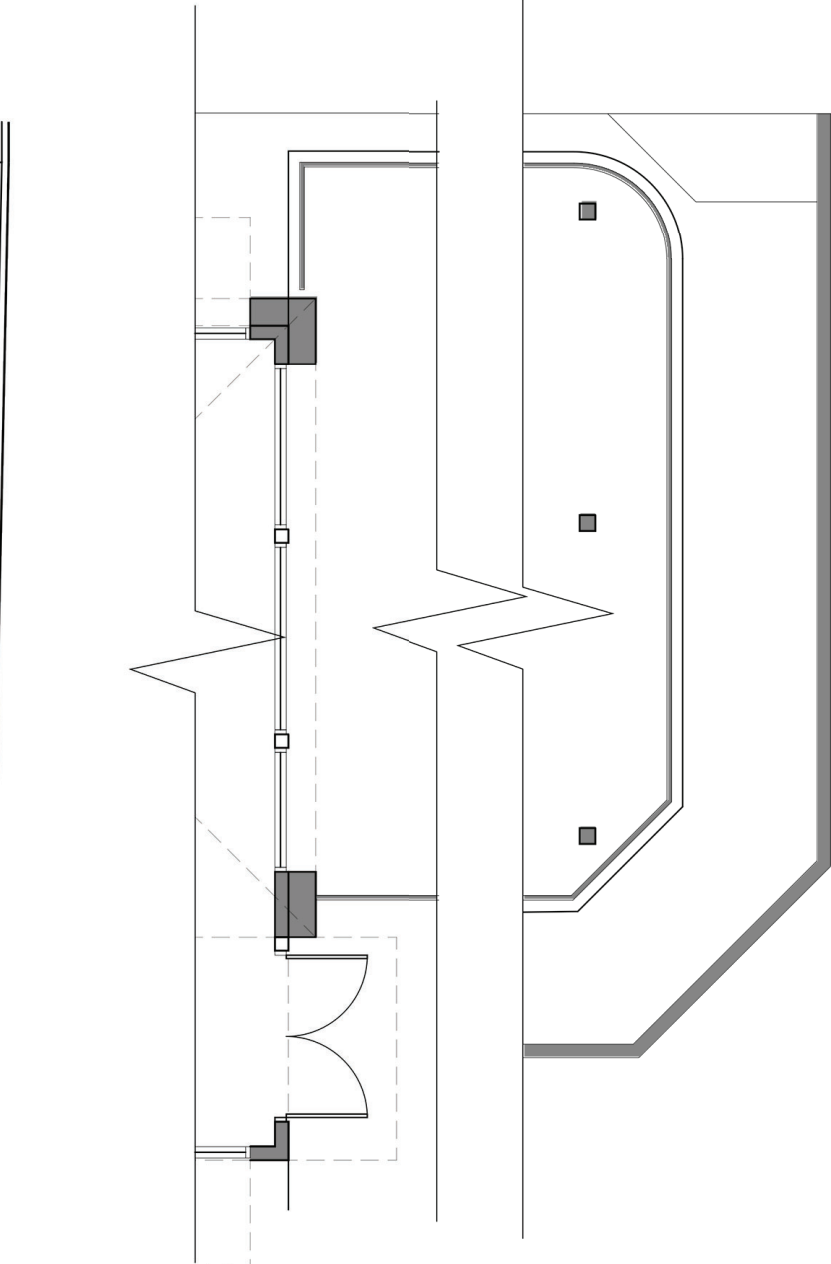
EL-02

35 Hugus Alley Suite 200
Pasadena, California 91103-3648
TEL: 626-383-8346 FAX: 626-383-8357

EXTERIOR ELEVATIONS



1 PROPOSED SOUTH ELEVATION
SCALE: 3/32" = 1'-0"



2 PROPOSED WEST ELEVATION
SCALE: 3/32" = 1'-0"



1 EXISTING SOUTH ELEVATION



2 EXISTING WEST ELEVATION

A
DEC6358
'VAPOR'
Dunn Edwards Paint

B
DEC773
'HEATHER'
Dunn Edwards Paint

C
DET533
'EASY BREEZY BLUE'
Dunn Edwards Paint

D
DE6171
'SAND DOLLAR'
Dunn Edwards Paint

E
DEC751
'ASH GRAY'
Dunn Edwards Paint

F
DEC 745
'CHAPARAL'
Dunn Edwards Paint

5
BRICK VENEER
COLOR: RED
MODEL: PROVINCIAL BLEND
THIN BRICK
MANUFACTURER:
BELDEN BRICK CO.

6
DE6369
'LEGENDARY GRAY'
Dunn Edwards Paint

7 & 8
METAL AWNING
COLOR: ZINC GRAY
MANUFACTURER: BERRIDGE

11
PRECAST BASE / CAP
COLOR: ROMA
MANUFACTURER: PACIFIC
STONE DESIGN

13
WALLTILE:
COLOR: NANO CORTEN
COLOR: RELIABLE
MODEL: FURNISHED 18"X36"
PORCELAIN
MANUFACTURER:
ARTISTIC TILE

N.E.C OF HUNTINGTON DR. & BUENA VISTA ST.

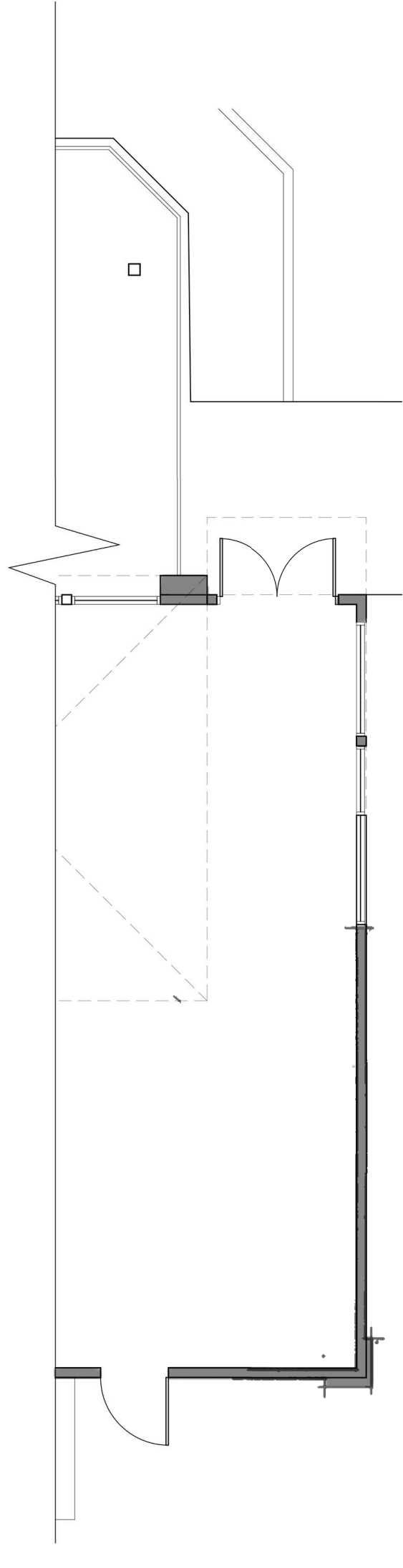
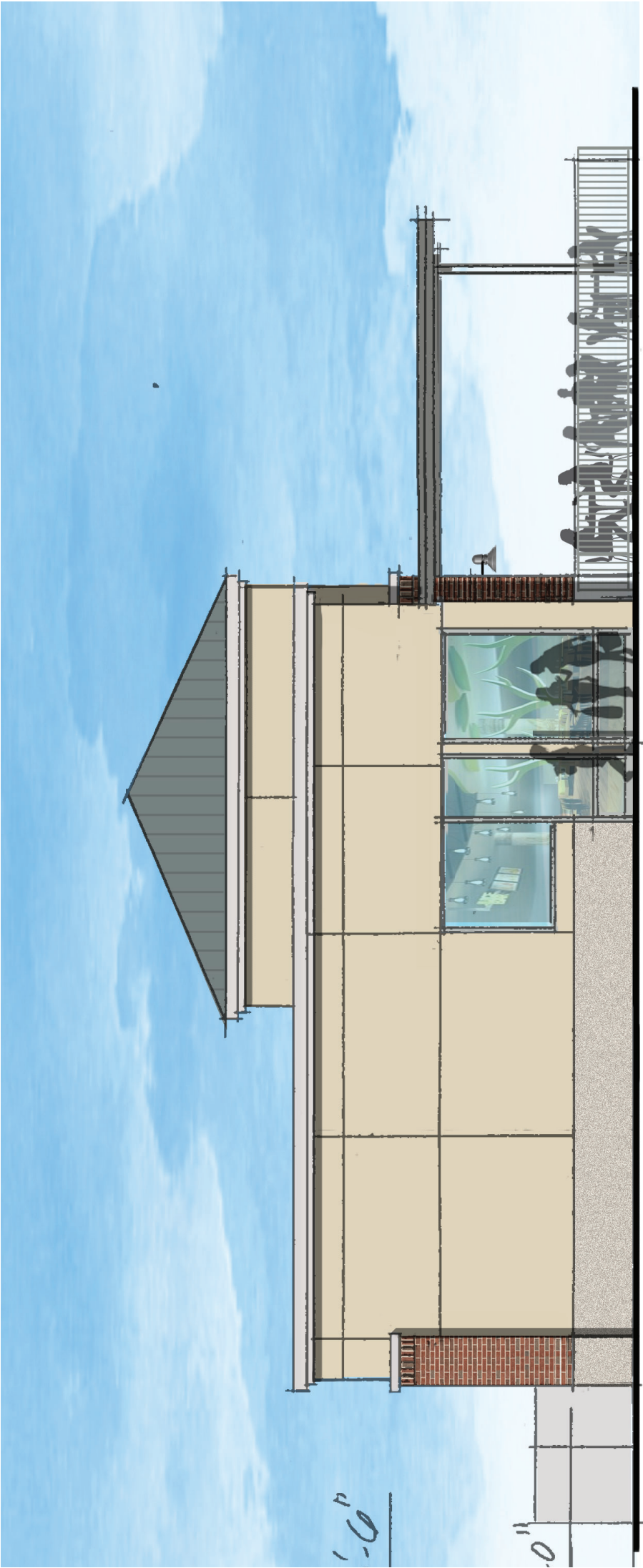
1307 - 1335 Huntington Drive
Duarte, California

**McKently
Malak
ARCHITECTS**
35 Hugus Alley Suite 200
Pasadena, California 91103-3648
TEL 626 383-8346 FAX 626 383-8357

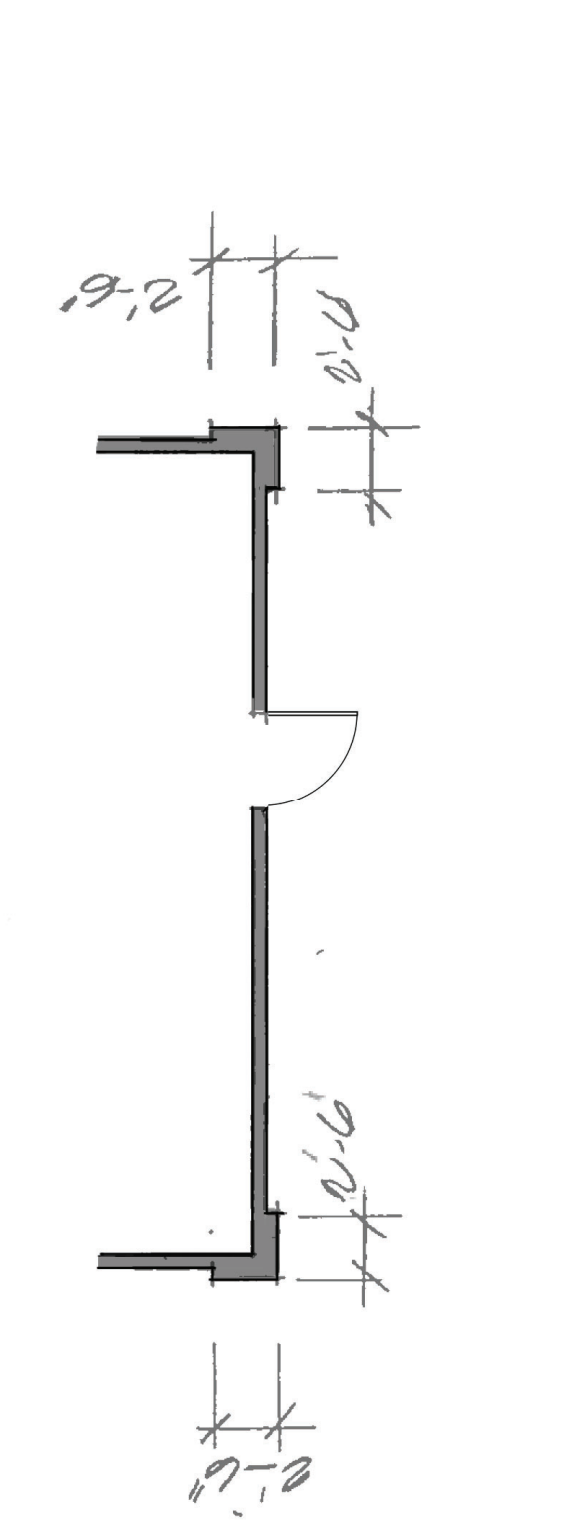
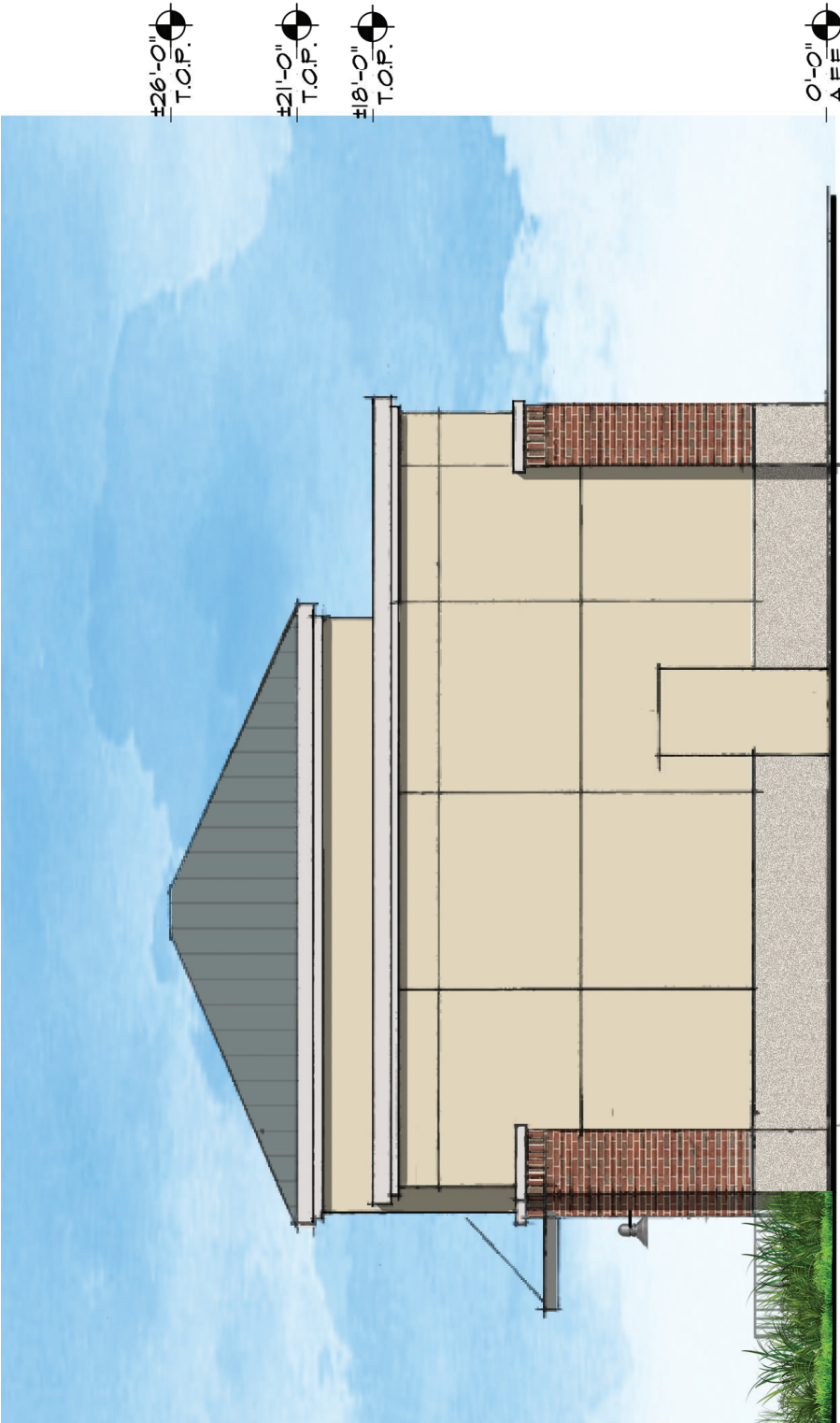
EXTERIOR ELEVATIONS
08.03.2022 22105TMA

EL-03

CONCEPTUAL SUBJECT TO CHANGE



3 PROPOSED NORTH ELEVATION
SCALE: 3/32" = 1'-0"



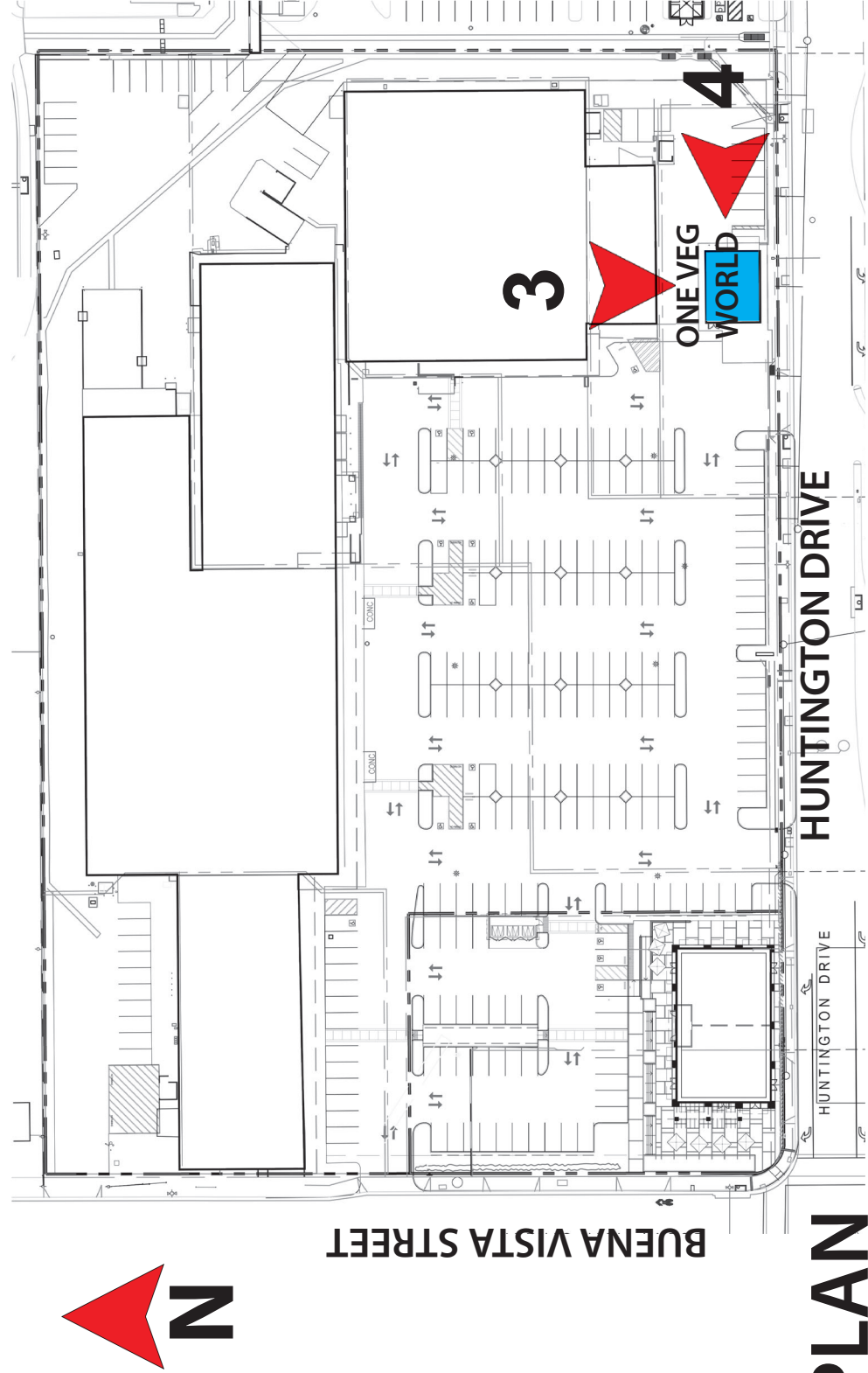
4 PROPOSED WEST ELEVATION
SCALE: 3/32" = 1'-0"



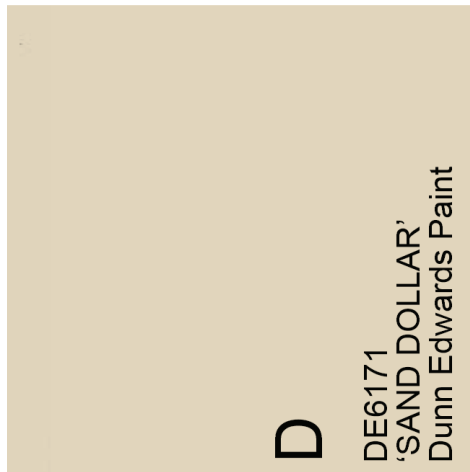
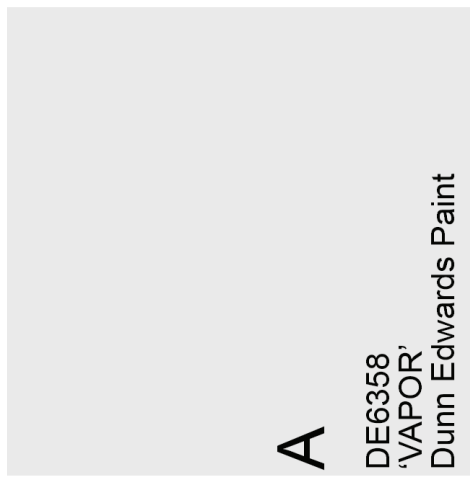
3 EXISTING NORTH ELEVATION



4 EXISTING WEST ELEVATION



KEY PLAN



N.E.C OF HUNTINGTON DR. & BUENA VISTA ST.

1307 - 1335 Huntington Drive
Duarte, California



1 PROPOSED SOUTH ELEVATION

SCALE: 3/32" = 1'-0"



2 PROPOSED EAST ELEVATION

SCALE: 3/32" = 1'-0"



3 PROPOSED NORTH ELEVATION

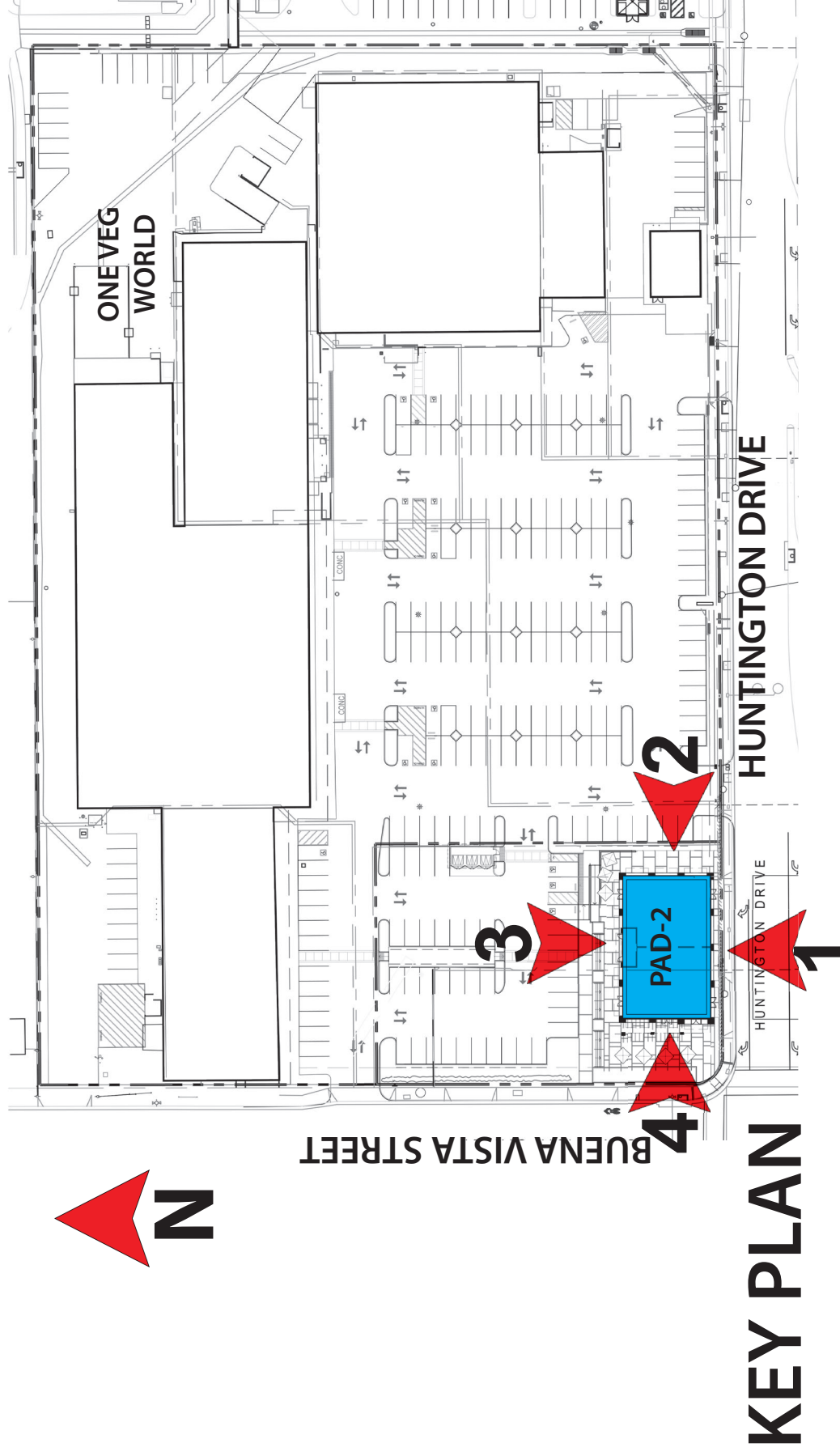
SCALE: 3/32" = 1'-0"



4 PROPOSED WEST ELEVATION

SCALE: 3/32" = 1'-0"

A DE6358 "VAPOR" Dunn Edwards Paint	B DEC773 "HEATHER" Dunn Edwards Paint	C DET533 "EASY BREEZY BLUE" Dunn Edwards Paint	D DE6171 "SAND DOLLAR" Dunn Edwards Paint	E DEC751 "ASH GRAY" Dunn Edwards Paint	F DEC 745 "CHAPARRAL" Dunn Edwards Paint
5 BRICK VENEER COLOR: RED MODEL: OMMODORE FULL RANGE VELOUR THIN BRICK MANUFACTURER: BELDEN BRICK CO.	6 DE6369 "LEGENDARY GRAY" Dunn Edwards Paint	7 & 8 METAL AWNING COLOR: ZINC GRAY MANUFACTURER: BERRIDGE	11 PRECAST BASE / CAP COLOR: ROMA 08 MANUFACTURER: PACIFIC STONE DESIGN	13 WALL TILE: COLOR: NANO CORTEN COPPER FIELD TILE MODEL: POLISHED 18"X36" PORCELAIN MANUFACTURER: ARTISTIC TILE	



CITY OF DUARTE

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1307 - 1335 Huntington Drive
Duarte, California

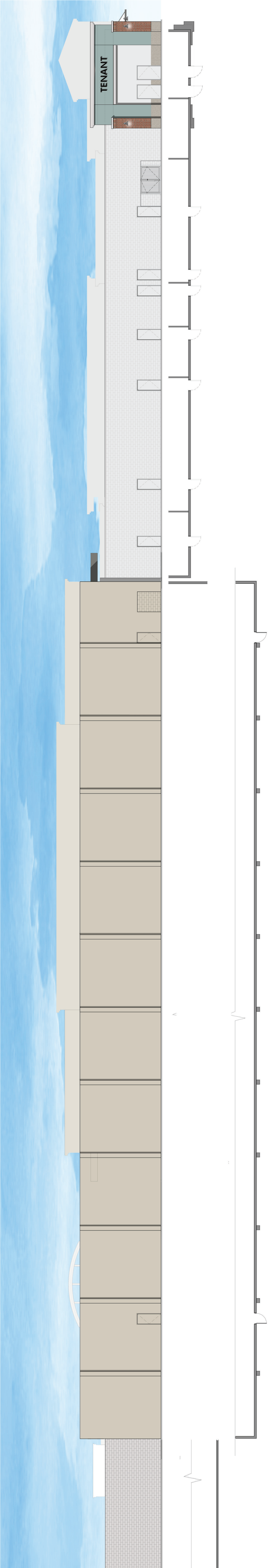
McKently
Malak
ARCHITECTS

35 Hugus Alley Suite 200
Pasadena, California 91103-3648
TEL 626-283-8246 FAX 626-283-8387

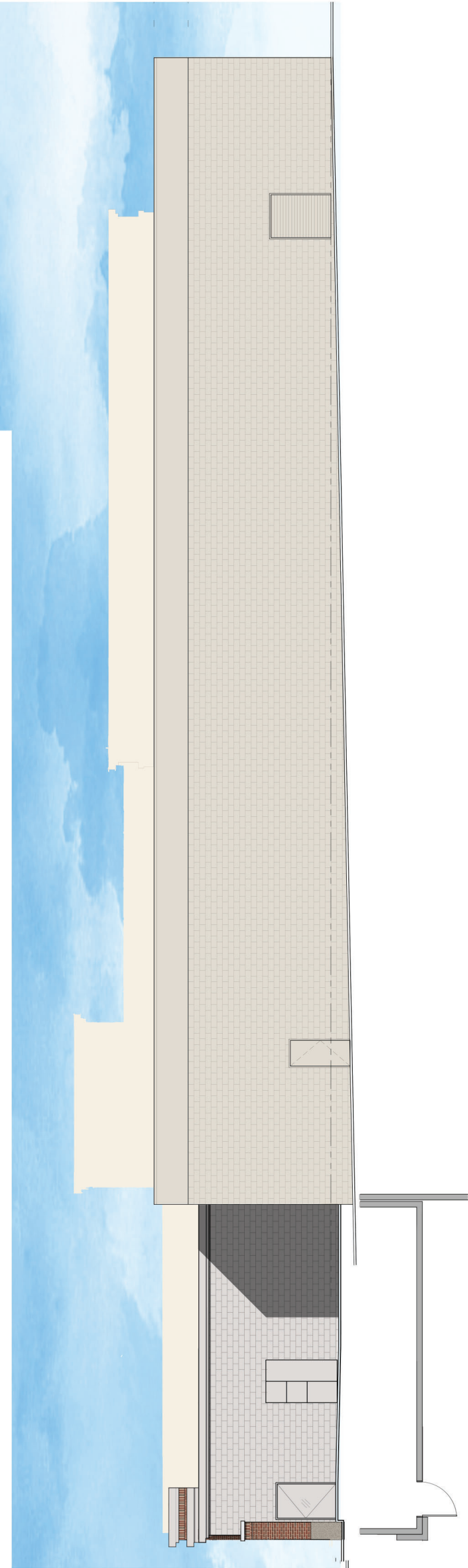
EXTERIOR ELEVATIONS

08.05.202222105TMA

EL-05

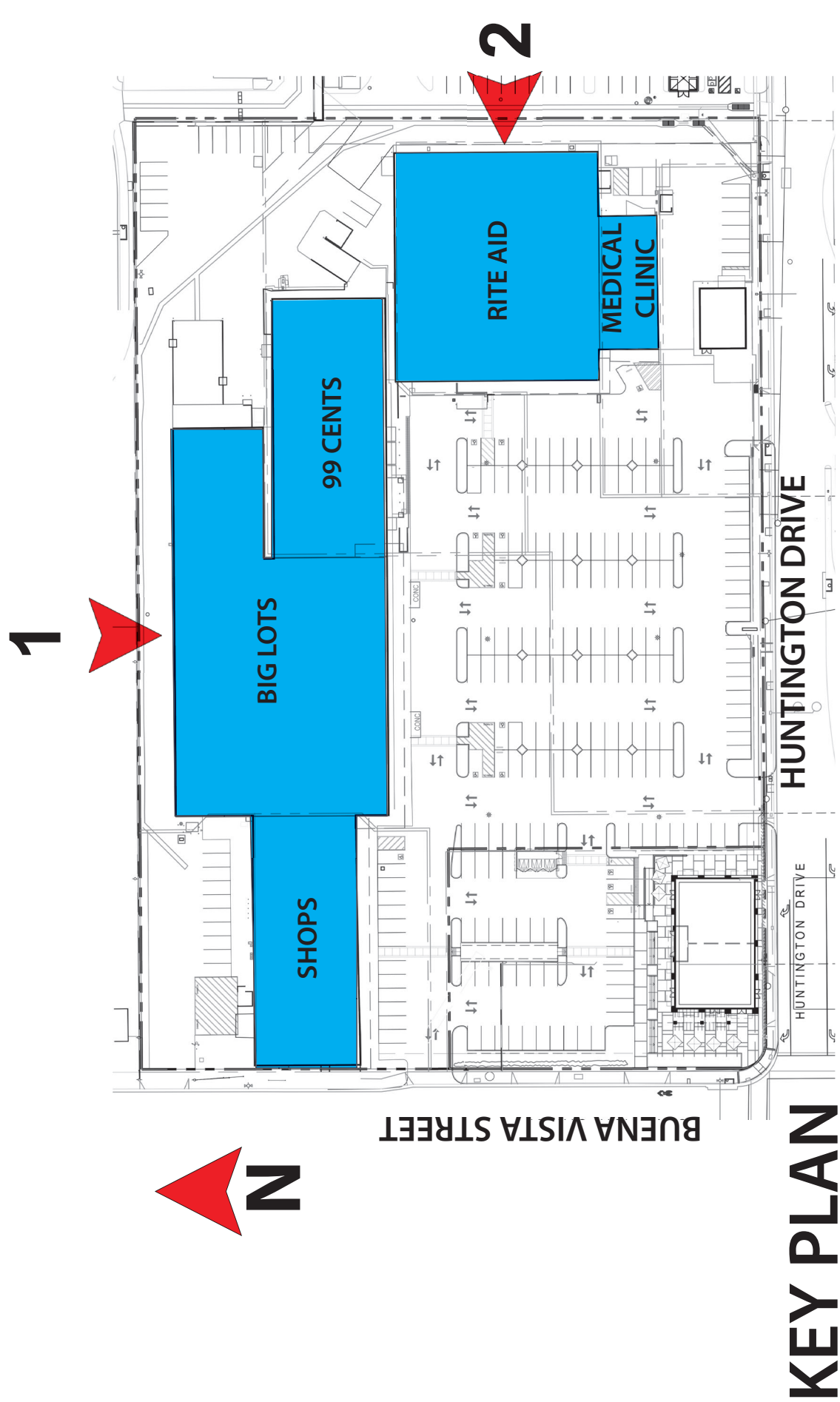


1 PROPOSED OVERALL NORTH ELEVATION
(SHOPS, BIGLOTS & 99 CENTS ONLY STORE)



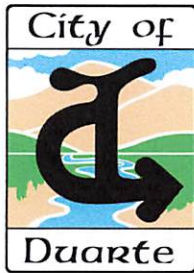
2 PROPOSED OVERALL EAST ELEVATION
(RITE AID & MEDICAL CLINIC)

A DE6358 "VAPOR" Dunn Edwards Paint	B DEC773 "HEATHER" Dunn Edwards Paint	C DET533 "EASY BREEZY BLUE" Dunn Edwards Paint	D DE6171 "SAND DOLLAR" Dunn Edwards Paint	E DEC751 "ASH GRAY" Dunn Edwards Paint	F DEC 745 "CHAPARRAL" Dunn Edwards Paint
5 BRICK VENEER COLOR: RED MODEL: COMMODORE FULL RANGE VELOUR THIN BRICK MANUFACTURER: BELDEN BRICK CO.	6 DE6369 "LEGENDARY GRAY" Dunn Edwards Paint	7 & 8 METAL AWNING COLOR: ZINC GRAY MANUFACTURER: BERRIDGE	11 PRECAST BASE / CAP COLOR: ROMA 08 MANUFACTURER: PACIFIC STONE DESIGN	13 WALL TILE: COLOR: NANO CORTEN COPPER FIELD TILE MODEL: POLISHED 18"X36" PORCELAIN MANUFACTURER: ARTISTIC TILE	



CITY OF DUARTE
1600 Huntington Drive
Duarte, CA 91010

N.E.C OF HUNTINGTON DR. & BUENA VISTA ST.
1307 - 1335 Huntington Drive
Duarte, California



Agenda Item: 7.I

CM Review: Bw

Fiscal Review: JP

AGENDA REPORT

MEETING DATE: October 8, 2024

TO: Mayor and Members of the City Council

FROM: Kristen Petersen, Assistant City Manager/Director of Administrative Services

SUBJECT: Resolution adopting the holiday schedule for City employees

RECOMMENDATION: It is recommended that City Council adopt Resolution No. 24-21 adopting a holiday schedule for City employees for July 2024 – June 2025.

FISCAL IMPACT: None.

BACKGROUND

Pursuant to Chapter 2.08.010 of the Duarte Municipal Code (“DMC”) observed holidays that impact the public offices of the City shall be designated by resolution of the city council.

DISCUSSION

The City and the employee union have agreed to specific paid holidays in the current Memorandum of Understanding. The adoption of Resolution No. 24-21 would memorialize said agreed-upon holidays.

RECOMMENDATION

It is recommended that City Council adopt Resolution No. 24-21 adopting a holiday schedule for City employees for July 2024 – June 2025.

FISCAL IMPACT

None.

ATTACHMENTS

Resolution No. 24-21 Adopting a Holiday Schedule for City Employees for July 2023 – June 2024

RESOLUTION NO. 24-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADOPTING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR JULY 2024 – JUNE 2025

WHEREAS, the City Council of the City of Duarte seeks to memorialize the holidays observed by the City pursuant to Chapter 2.08 of the Duarte Municipal Code regarding holidays; and

WHEREAS, the holidays listed in this Resolution are consistent with the agreed-upon paid holidays in the City's Memorandum of Understanding with its employee union.

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

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

SECTION 2. The Holiday Schedule for full-time (F/T) and three-quarter time (3/4) City employees for July 2024 – June 2025 is hereby established.

Holiday	Date	Day
Independence Day	July 4, 2024	Wednesday
Labor Day	September 2, 2024	Monday
Thanksgiving Day	November 28, 2024	Thursday
Day After Thanksgiving Day	November 29, 2024	Friday
Christmas Eve	December 24, 2024	Tuesday
Christmas Day	December 25, 2024	Wednesday
New Year's Eve	December 31, 2024	Tuesday
New Year's Day	January 1, 2025	Wednesday
Martin Luther King Jr. Day	January 20, 2025	Monday
Presidents' Day	February 17, 2025	Monday
Memorial Day	May 26, 2025	Monday

SECTION 3. The above Holiday Schedule shall become effective immediately after adoption.

PASSED, APPROVED and ADOPTED this 8th day of October 2024.

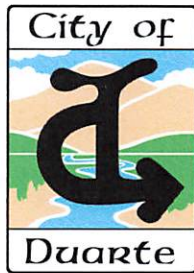
Vinh Truong, Mayor

Thai Viet Phan
City Attorney

Annette Juarez
City Clerk

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 24-21 was adopted by the City Council of said City of Duarte at a regular meeting of said City Council held on the 8th day of October 2024, by the following vote:

Annette Juarez
City Clerk



Agenda Item: 7. J

CM Review: Rev

Fiscal Review: JP

AGENDA REPORT

MEETING DATE: October 8, 2024

TO: Mayor and Members of the City Council

FROM: Larry Breceda, Director of Public Safety Services

SUBJECT: Amendment to the Service Agreement with Civica Law Group APC

RECOMMENDATION: Staff recommends that the City Council authorize the City Manager to sign and execute an amended agreement between Civica Law Group APC for the prosecution of municipal code violations and approve a \$45,000 budget amendment for FY 2024-2025 to account number 1015-7684.

FISCAL IMPACT: The requested FY 2024-2025 budget amendment totals \$45,000, to be allocated to account number 1015-7684.

BACKGROUND

Civica Law Group APC specializes in municipal law, focusing on code enforcement, police services, receiverships, land use, and zoning. They offer an efficient and cost-effective approach to abating code enforcement violations while recovering costs for some services.

The City of Duarte has also utilized Civica Law Group's expertise in prosecuting LA County Sheriff's Department (LASD) citations as the primary authority for municipal code violations. Although these services are not eligible for cost recovery, they provide a significant public safety benefit for the City.

Matthew Silver and his team have been providing legal services to the City since 2015. On March 23, 2023, the City Council approved a flat fee of \$6,000 per month for the prosecution of Municipal Code Violations issued by LASD, which was initially based on handling approximately 6 citations per month.

In 2023, 50 LASD citations were referred for prosecution, and year to date, 107 citations have been referred in 2024, averaging about 12 citations per month—double the initial projection.

DISCUSSION/ANALYSIS

Due to the increase in citation volume, there has been an increased demand on Civica Law Group's services. Additionally, two criminal judges familiar with the City's enforcement process have retired, requiring time and resources to educate their replacements on the City's authority to prosecute municipal code violations independently, without the involvement of the District

Attorney's office.

Furthermore, citations where defendants fail to appear are now leading to additional hearings when warrants are executed, further increasing the workload.

The court is also requiring Civica Law Group to file long-form complaints, which adds to the time and resources needed. Although Civica Law Group has utilized paralegal staff at a lower rate to manage costs, the increased complexity of cases still demands significant additional time.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to sign and execute an amended agreement with Civica Law Group APC for the prosecution of municipal code violations and approve a \$45,000 budget amendment for FY 2024-2025 to account number 1015-7684.

FISCAL IMPACT

A \$45,000 budget amendment for FY 2024-2025 to account number 1015-7684.

ATTACHMENTS

- A. Civica Law Group, APC Agreement

**FIRST AMENDMENT TO
AGREEMENT BETWEEN CIVICA LAW GROUP, APC
AND THE CITY OF DUARTE
FOR MUNICIPAL CITATION LEGAL SERVICES**

1. PARTIES AND DATE.

This First Amendment to the Professional Services Agreement for legal services (“First Amendment”) is made and entered into by and between the CITY OF DUARTE, a municipal corporation (“City”) and CIVICA LAW GROUP, APC, a California Professional Corporation engaged in the practice of law in the State of California (“Consultant”).

2. RECITALS.

A. City and Consultant entered an Agreement for legal services effective March 1, 2023 (“Agreement”), whereby Consultant agreed to provide municipal citation legal services to the City.

B. City and Consultant now desire to amend the Agreement as provided herein to be effective as of the date approved by the City Council.

3. TERMS.

A. **Amendment(s).** Exhibit A of the Agreement, paragraph entitled “Fee” is hereby amended to modify the flat fee to \$11,000 per month.

B. **Continuing Effect of Agreement.** Except as expressly amended by this First Amendment, the remaining portions of the Agreement shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

CITY OF DUARTE

By: _____
Brian Villalobos
City Manager

Dated: October ____, 2024

ATTEST:

City Clerk of the City of
Duarte, California

Dated: October ____, 2024

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

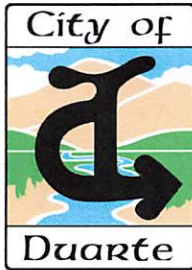
City Attorney, City of Duarte

Date: _____

CIVICA LAW GROUP, APC

By: _____
Matthew Silver
Managing Partner
Tax ID No.: 92-2415447

Dated: October ____, 2024



Agenda Item:	7.K
CM Review:	BCV
Fiscal Review:	JHP

AGENDA REPORT

MEETING DATE: October 8, 2024

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Brian Chau, Assistant Civil Engineer

SUBJECT: Award of Contract for the Fiscal Year 2024-25 CDBG ADA Curb Ramps Project No. 25-4, CDBG Project No. 602666-24

RECOMMENDATION: It is recommended that the City Council approve the award of contract for the FY 2024-25 CDBG ADA Curb Ramps Project to CJ Concrete Construction, Inc. in the amount of \$98,500.00 and up to a 25% contingency for additional work

FISCAL IMPACT: Funding for this year's CDBG ADA Curb Ramps Project is already included in the City's FY 2024-2025 Budget.

BACKGROUND

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

This new project will remove non-compliant existing curb ramps that impede elderly and severely disabled residents' safe paths of travel along city streets. Non-compliant curb ramps will be replaced with new ADA-compliant curb ramps with tactile domes. Installation of ADA-compliant improvements are an eligible activity under CDBG guidelines.

DISCUSSION/ANALYSIS

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

On August 29, 2024 nine (9) bids were submitted electronically. The results are as follows:

1	CJ Concrete Construction, Inc.	\$98,500.00
2	Garcon Construction	\$125,898.00
3	TVR Construction Engineering LLC	\$128,580.00
4	Onyx Paving Company Inc.	\$137,000.00
5	SAVI Construction Inc.	\$153,535.00
6	Gentry General Engineering Inc.	\$166,955.00
7	Hardy & Harper, Inc.	\$182,750.00
8	We R Builders, Inc.	\$219,700.00
9	CT&T Concrete Paving Inc.	\$227,715.10

The lowest responsible and responsive bidder is CJ Concrete Construction, Inc; they have successfully completed work for the City of Lakewood, City of Montebello, and City of Norwalk. Their federal and state license status has been verified.

The bids for this project were to upgrade 14 ADA ramps that are not to current standard and will replace tactile domes at 12 other existing ramp locations. Because the low bid for this project was below the project, Staff anticipates upgrading an additional three ADA ramps and replacing five broken tactile domes as a part of the project. This additional work is within the approved CDBG budget.

RECOMMENDATION

It is recommended that the City Council approve the award of contract for the FY 2024-25 CDBG ADA Curb Ramps Project to CJ Concrete Construction, Inc. in the amount of \$98,500.00 and up to a 25% contingency for additional work.

FISCAL IMPACT

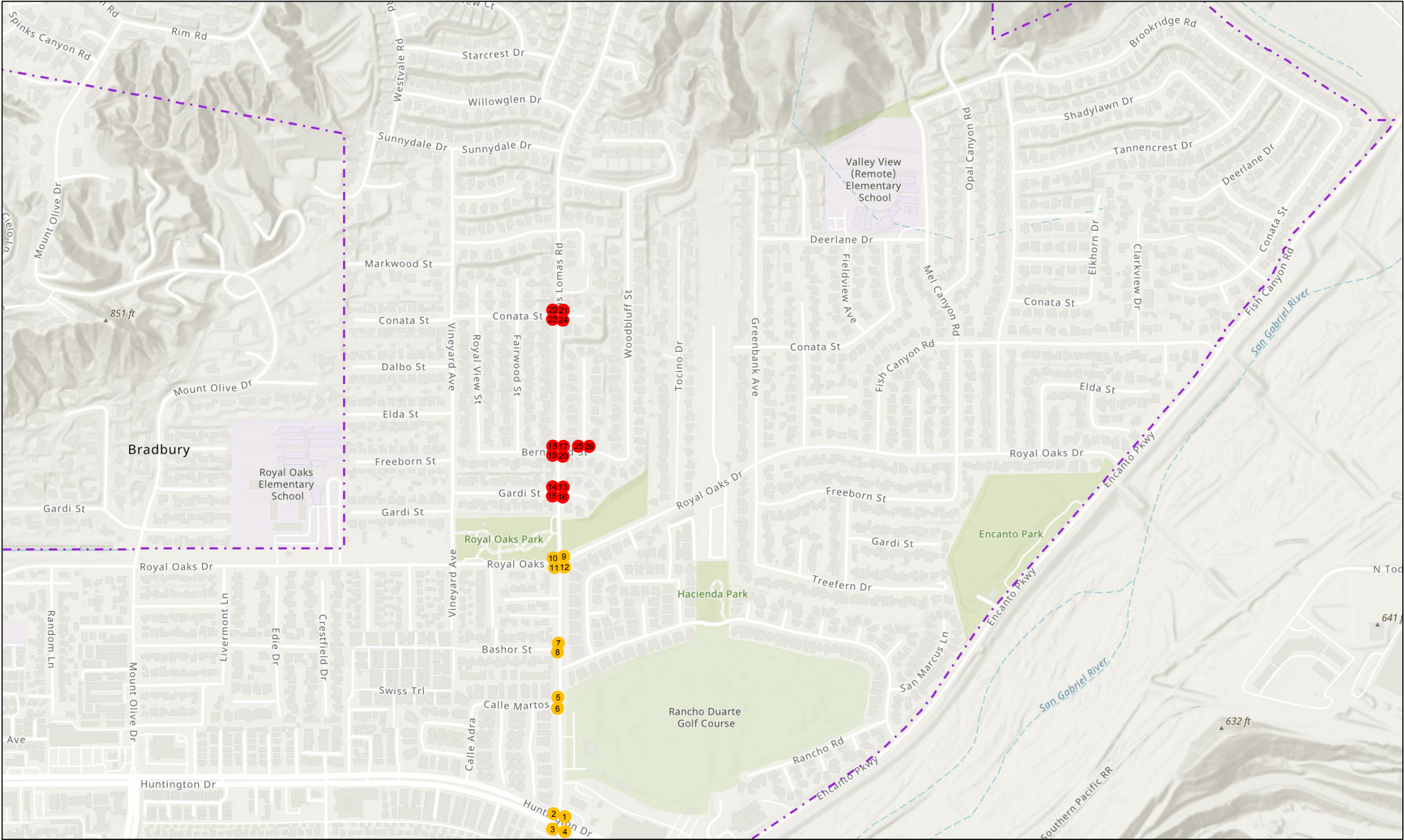
Funding for this year's CDBG ADA Curb Ramps Project is already included in the City's FY 2024-2025 Budget.

ATTACHMENTS

Attachment A: Project Locations Map

Attachment B: Agreement for Construction of Maintenance Services

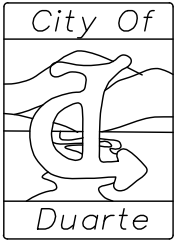
City of Duarte



LEGEND:
● **NEW RAMP**
● **NEW DOME**
— **CITY ROW**

**NEW CONCRETE RAMP
AND DOME LOCATIONS
FY 24-25 CDBG**

Attachment A
Project Location Map



CITY OF DUARTE
AGREEMENT FOR CONSTRUCTION OR MAINTENANCE SERVICES

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

1. RECITALS.

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

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

2. SERVICES AND WORK

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

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

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

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

3. AUTHORITY OF THE CITY REPRESENTATIVE

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

4. TERM OF AGREEMENT

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. COMPENSATION

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

7. LICENSES, PERMITS, APPROVALS, FEES

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

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

8. INSURANCE AND LIABILITY

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

9. INDEMNIFICATION

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

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

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

10. OBSERVING LAWS AND ORDINANCES

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

11. NON-DISCRIMINATION

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

12. PATENTED AND COPYRIGHTED MATERIALS

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

13. PREVAILING WAGE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

14. CONFLICTS OF INTEREST

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

15. NO UNDUE INFLUENCE

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

16. ASSIGNMENT

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

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

17. PERFORMANCE

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

18. FORCE MAJEURE

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

19. NOTICE

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

If to City:

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

If to Contractor:

CJ Concrete Construction, Inc.
10142 Shoemaker Ave
Santa Fe Springs, CA 90670
Attn: John Sarno

20. WARRANTY

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

21. ATTORNEYS' FEES

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

22. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

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

23. SEVERABILITY

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

24. EXECUTION

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

25. NO WAIVER

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

26. NO THIRD-PARTY BENEFICIARIES

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

27. NON-LIABILITY OF CITY PERSONNEL

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

28. GOVERNING LAW AND VENUE

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

29. SURVIVAL

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

30. SECTION HEADINGS AND SUBHEADINGS

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

31. INTEGRATION, CONSTRUCTION, AND AMENDMENT

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

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

32. COUNTERPARTS

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

33. SPECIAL PROVISIONS

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

34. CITY MANAGER AUTHORITY

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

[Signatures on following page.]

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

CITY OF DUARTE:

Brian Villalobos, City Manager

Date: _____

ATTEST

Annette Juarez, City Clerk

Date: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

Thai Viet Phan, City of Duarte

Date: _____

CONTRACTOR:

CJ Concrete Construction, Inc.

By: _____

John C Sarno

Its: _____

President

Date: _____

September 12, 2024

By: _____

John C Sarno

Its: _____

Vice president

Date: _____

September 12, 2024

EXHIBIT A

Scope of Work

PROJECT DESCRIPTION:

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

TO THE CITY OF DUARTE, CALIFORNIA:

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

PERFORMANCE SCHEDULE:

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

EXHIBIT B

Budget and Fee Schedule

Item		Quantity	Unit	Unit Price	Total Price
1	Mobilization (cannot be more than 5% of the total bid amount)	1	LS	\$ 3,500.00	\$ 3,500.00
2	Traffic Control (cannot be more than 5% of the total bid amount)	1	LS	\$ 3,500.00	\$ 3,500.00
3	Install Detectable Warning Surface on Existing Curb Ramp	12	EA	\$ 1,000.00	\$12,000.00
4	Remove Existing Improvements and Construct 4" PCC Sidewalk	2,100	SF	\$ 12.00	\$25,200.00
5	Remove Existing Improvements and Construct Curb and Gutter	420	LF	\$ 65.00	\$27,300.00
6	Remove Existing Improvements and Construct ADA Curb Ramp	950	SF	\$ 20.00	\$19,000.00
7	Survey (Includes re-establishing any Centerline Ties)	1	LS	\$ 8,000.00	\$ 8,000.00
Total Base Bid					\$98,500.00

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

EXHIBIT C

Insurance Requirements

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

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

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

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

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

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

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

(C) Concurrency of effective dates with primary policies;

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

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

B. Contractor's Insurance General Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Agenda Item: 7.L

CM Review: 8/24

Fiscal Review: JP

AGENDA REPORT

MEETING DATE: October 8, 2024

TO: Mayor and Members of the City Council

FROM: Brian Villalobos, City Manager

BY: Albert Nuñez, Management Analyst

SUBJECT: Proclamation Recognizing Digital Inclusion Week, October 7-11, 2024

RECOMMENDATION: It is recommended that the City Council proclaim October 7-11, 2024, as Digital Inclusion Week in the City of Duarte.

FISCAL IMPACT: No fiscal impact.

BACKGROUND

Digital Inclusion Week (DIW) is an annual event organized by the National Digital Inclusion Alliance (NDIA) and its over 1,800 affiliates across the nation. DIW aims to raise awareness, recognize, and celebrate efforts to address the digital divide and promote digital equity.

For 2024, DIW will be observed from October 7-11, with the theme, “Stronger Together: Mobilizing Towards Sustainability.” This theme emphasizes the importance of collaboration to ensure the sustainability of digital inclusion initiatives. The goal is to foster a digital inclusion ecosystem that promotes long-term solutions for ensuring that all individuals and communities, including those in underserved areas, have access to the necessary tools, knowledge, and resources for full participation in today’s digital world.

DISCUSSION/ANALYSIS

In today’s society, access to broadband services and digital tools has become a critical necessity for education, employment, healthcare, and civic participation. However, many neighborhoods, including some within our own community, continue to face challenges in accessing reliable broadband, personal devices, and digital skills training. These challenges create a digital divide affecting disadvantaged and underserved populations.

The COVID-19 pandemic further highlighted these inequities and underscored the urgent need for strong broadband infrastructure and digital inclusion programs. In response, the City of Duarte has continued to support efforts that ensure equitable access to technology and digital services for all residents, including initiatives like digital literacy programs and broadband access support.

The NDIA, which sponsors DIW, works alongside over 1,800 affiliated organizations nationwide to tackle issues related to home internet access, personal devices, and local technology training programs. DIW 2024 will highlight online and in-person efforts to address these needs and

promote long-term digital equity solutions through community collaboration and sustainability.

This year's theme, "Stronger Together: Mobilizing Towards Sustainability," calls for building a resilient digital inclusion ecosystem, connecting local initiatives, and ensuring these efforts thrive well into the future. By recognizing Digital Inclusion Week, the City of Duarte affirms its commitment to ensuring that all residents, regardless of income, age, or background, have the resources and support to participate fully in the digital world.

RECOMMENDATION

It is recommended that the City Council proclaim October 7-11, 2024, as Digital Inclusion Week in the City of Duarte.

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

2024 Digital Inclusion Week Proclamation



PROCLAMATION

DIGITAL INCLUSION WEEK

WHEREAS, broadband services are essential infrastructure for the twenty-first century and play an important role in providing access to knowledge and opportunities from communities locally and around the world; and

WHEREAS, digital equity ensures all individuals and communities have the information technology capacity needed for full participation in our society, democracy, and economy; and is necessary for civic and cultural participation, lifelong learning, and access to essential services; and

WHEREAS, neighborhoods across the nation are experiencing a digital divide; and

WHEREAS, the COVID-19 pandemic highlighted the need for broadband infrastructure and digital equity across the city; to help meet this need, the City of Duarte is committed to promoting digital inclusion to ensure that all individuals and communities, including the most disadvantaged, have access to and the use of information and communication technologies; and

WHEREAS, Digital Inclusion Week 2024 is sponsored by the National Digital Inclusion Alliance representing more than 1,800 affiliated organizations nationwide working toward digital equity; and

WHEREAS, Digital Inclusion Week 2024 aims to raise awareness of solutions addressing home internet access, personal devices, and local technology training and support programs.

NOW, THEREFORE, BE IT RESOLVED that the Duarte City Council hereby proclaims the week of October 7 through October 11, 2024 as DIGITAL INCLUSION WEEK in the City of Duarte, and encourages all residents, businesses, and organizations to recognize the importance of digital inclusion and support efforts that promote equitable access to technology for all.

Vinh Truong, Mayor

ATTEST:

Annette Juarez, City Clerk





Agenda Item: 9.A

CM Review: BCV

Fiscal Review: AKP

AGENDA REPORT

MEETING DATE: October 8, 2024

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Mena Abdul Ahad, Associate Planner

SUBJECT: 1763 Royal Oaks North – Royal Oaks Senior Living Facility Annexation and **Prezone** of the Royal Oaks property and abutting right-of-way into the City of Duarte;

General Plan Amendment 24-01, and amendment to the General Plan to include the Institutional Land Use Designation within the Land Use Element;

Municipal Code Amendment 24-01, an amendment to the Development Code for the addition of an Institutional Zone;

Zone Change 24-01, zoning the property to Institutional and amending the zoning map; and

Approval of a **Negative Declaration** for the project

RECOMMENDATION: Staff recommends approval of the project. Details of the recommendation are provided in the report

FISCAL IMPACT: The City contracted with Berkson Associates to complete a fiscal analysis of the annexation that determined that the annexation will have a minimal positive net fiscal impact

BACKGROUND

The Applicant, HumanGood SoCal, is requesting annexation of the Royal Oaks Senior Living Facility located at 1763 Royal Oaks Drive North, within unincorporated Los Angeles County. This annexation would also include the abutting right-of-way of Royal Oaks Drive North. The process to accomplish this includes: amending the Land Use Element of the City's General Plan to include the Institutional Land Use Designation; amending the Development Code to add a new Institutional (I) Zone; a Zone Change zoning the property to Institutional and amending the zoning map; and also a prezone for the subject property; and approval of an Negative Declaration in conformance with the California Environmental Quality Act (CEQA).

On January 23, 2024, the City Council approved a Pre-Annexation Agreement with HumanGood SoCal (applicant) related to their annexation application to the Local Agency Formation Commission (LAFCO) for the County of Los Angeles for the annexation of its property (APN:

8527-022-023) into the City of Duarte. The City Council directed Staff to prepare a letter in support of the Applicant's annexation application before LAFCO.

LAFCO is authorized and mandated by State law as the agency responsible for evaluating and approving Sphere of Influence (SOI) revisions and annexations to an incorporated city. Following the initial consideration of an annexation request, LAFCO will conduct a public hearing. During this hearing, the annexation proposal may be approved, denied, or modified. LAFCO for the County of Los Angeles will serve as the Conducting Authority for the annexation of the subject property and adjacent public right-of-way into the City of Duarte. LAFCO will also be responsible for approval of the SOI Amendment to remove the subject property from the City of Bradbury's SOI.

On February 13, 2024, a joint resolution between the Board of Supervisors of the County of Los Angeles and City Council of the City of Duarte was approved, which would allow for the negotiated exchange of property tax revenue resulting from the annexation of territory, known as Annexation No. 2023-07, to the City of Duarte and withdrawal approximately 719 linear feet of Royal Oaks Drive North from County Road District No. 5 (Resolution No. 24-02).

The Planning Commission held a public hearing on the item at its September 16, 2024 meeting and approved the project.

If approved by the City Council, the negative declaration would be adopted and the general plan amendment would take effect. The prezone would also be approved and that resolution would be forwarded to LAFCO. LAFCO requires an approved prezone prior to completing its annexation process. This would occur at an upcoming LAFCO meeting, most likely in November. After approval there is a 30-day reconsideration period. This is the case for all LAFCO actions. Once the reconsideration period is over, a Certificate of Completion is filed with the County Registrar Recorder/County Clerk. The effective date of the annexation will be the date of recordation. The second reading of the Ordinances for the Municipal Code Amendment and Zone Change will be held until the LAFCO process is completed.

ANALYSIS

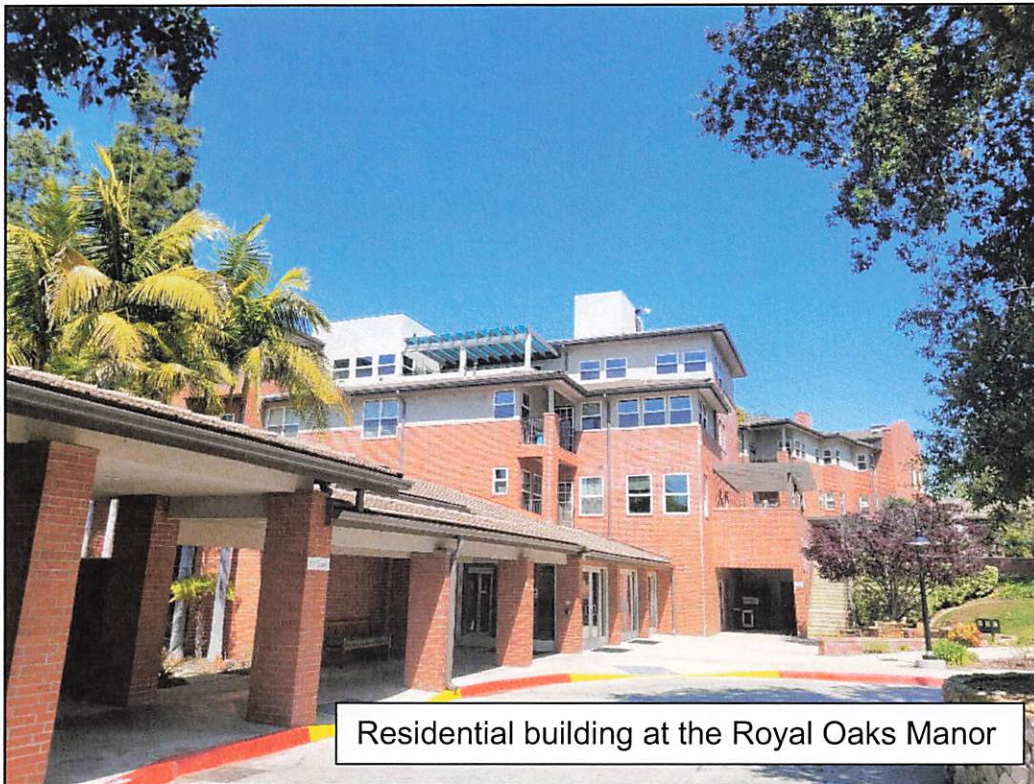
The Royal Oaks Annexation Project is located at 1763 Royal Oaks Drive North in unincorporated Los Angeles County. The 17.71 acre project site is comprised of one parcel, Assessor Parcel Number: 8527-022-023 (Figure 1). The proposed annexation also includes the Royal Oaks Drive North public right-of-way along the project frontage, which is a total of 0.66 acres. The project site is surrounded by predominantly residential uses to the north, east, and west in the City of Bradbury, and the south by the City of Duarte (Figure 1).

The project site is currently developed with Royal Oaks, a senior living facility that includes independent living apartments and cottages, and an assisted living and skilled nursing facility with associated roadways for circulation and recreational amenities. The independent-living apartments are located on the western portion of the site and contain a dining area, main lounge, barber and beauty shop, billiards room, woodshop, library, lobby/reception area, maintenance shop, and administration offices. The Bradbury Oaks building is located on the northeast corner of the site,

which contains an assisted living and skilled nursing facility. There are also 16 cottages on the southeastern portion of the site that each have two bedrooms with dens and private garages. There are a total of 226 units totaling approximately 277,264 square feet.



The north portion of the property, is a passive recreation area planted with oak trees. There is also a fitness center and pool in the center of the property. There is maintained landscaping throughout the facility and along Royal Oaks Drive North. The property is completely fenced with a guard house at the main entrance. Buildings range from one to four stories in height. The three and four story buildings are generally located in the center of the site. The tallest existing building on the site is 44 feet. There are no physical improvements associated with this annexation request.



Residential building at the Royal Oaks Manor



Oak trees in the rear property

Royal Oaks Drive North runs in an east/west direction and consists of one travel lane in each direction. South of the travel lanes, there is a meandering trail, a sidewalk with curb and gutter, and trees (oak trees to the north and various species to the south). Royal Oaks Drive North is a public road located to the south of the project site and, when annexed, will be maintained by the City of Duarte Public Works Department. All internal roads and driveways within Royal Oaks will be maintained by Royal Oaks. The annexation includes a portion of the private street, Woodlyn Lane. The annexation will not alter the current owner's agreement to maintain that private street.

As part of the annexation process, the City is required to designate the Royal Oaks project site with a General Plan land use designation and Prezone the project site to be consistent with the City's proposed General Plan land use designation. The proposal amends the City's General Plan to designate the project site as Institutional and Prezone the project site as Institutional. The Institutional General Plan Designation and the Institutional Zone will both be new to the General Plan and Development Code, respectively.

Since the entire project site is developed with a senior living facility, the existing use onsite would be consistent with the land use designation and Prezone upon approval. These actions are described in more detail below:

Prezone

The Prezone process is a requirement of LAFCO that identifies the local zoning designation that the property will be placed in when annexed. In this case, the City is also creating a new zone because no existing zoning designation matches well with the existing use. The Prezone process is to address LAFCO requirements, but there are also several City actions that are also needed. The proposed annexation would allow the Royal Oaks residents to participate in local elections and access local amenities as residents of the City of Duarte. When annexed, the area will be part of City Council District 4.

There are a variety of services provided to local residents. Some will change as a result of the annexation. Table 2 identifies the existing and proposed service providers for the property.

Table 2 – Existing and Proposed Municipal Services

Municipal Service	Existing Service Provider	Proposed Service Provider
Animal Control	County of Los Angeles Department	Duarte Public Safety
Fire & Emergency Medical	Los Angeles County Fire Department	Los Angeles County Fire Department
Flood Control	Los Angeles County Flood Control District	Los Angeles County Flood Control District
Library	Los Angeles County Library	Los Angeles County Library
Mosquito and	Sam Gabriel Valley Mosquito and	San Gabriel Valley Mosquito

Municipal Service	Existing Service Provider	Proposed Service Provider
Vector Control	Vector Control District	and Vector Control District
Park and Recreation	Los Angeles County Department of Parks and Recreation	City of Duarte Parks and Recreation
Planning	County of Los Angeles Department of Regional Planning	City of Duarte Community Development Division
Police	Los Angeles County Sheriff	Los Angeles County Sheriff
Road Maintenance	Los Angeles County Public Works	City of Duarte Public Works
Solid Waste	Waste Disposal	Burrtec Waste Services
Street Lighting	Los Angeles County Public Works	City of Duarte Public Works
Water	California American Water	California American Water
Wastewater	Los Angeles County Sanitation District	Los Angeles County Sanitation District
Building Permits	L.A. County Department of Building & Safety	City of Duarte Community Development Division

General Plan Amendment

The project includes an amendment to the City's General Plan to designate the site for Royal Oaks as Institutional. The Institutional Land Use definition will be inserted between the Open Space Uses section and the Specific Plan Areas section (currently page 17) of the Land Use Chapter. The added language is:

Institutional Land Use: The Institutional designation is intended to provide the development and enhancement of residential retirement communities and facilities that could provide on-site medical support and care. This designation will also incorporate standards for cultural institutions, private schools, museums, churches, and other similar uses.

Tables LU-3 and LU-4 will also be amended to add the Institutional designation information. These table changes are provided in Section 3 of Resolution 24-20.

Municipal Code Amendment

While referred to as a Municipal Code Amendment, the Development Code needs to be amended to add the Institutional zoning district. The proposed new Institutional zone is provided in Exhibit A to Ordinance 924.

Currently, the development code does not have an Institutional zone. After considering other existing zones, Staff determined that the existing Royal Oaks Senior Living Facility use did not fit well into any zone. An Institutional zone is a common zone for uses similar to Royal Oaks Senior Living Facility. Hillcrest Homes in La Verne and Pilgrim Place in Claremont are examples. At this time, the subject property will be the only property in the city zoned Institutional, the zone

may be used for other properties in the future. The intent of developing the zone is not to specifically tailor the zone for this property, but to develop a zone that best fits the overall city needs. The Institutional zone is intended to provide the development and enhancement of residential retirement communities and facilities that could provide on-site medical support and care. This designation will also incorporate standards for cultural institutions, private schools, museums, churches, and other similar uses.

The new Institutional zone would allow for senior residential, lifetime care communities, and associated uses with approval of a Conditional Use Permit. This amendment would add Chapter 19.24 to the Development Code.

Table 1 - Institutional Zone Requirements

Category	Requirement
Maximum Floor Area Ratio	1.0
Maximum Building Height	75 feet
Setbacks for Structures Over 35 Feet	50-foot front, side, and/or rear setback
Minimum Lot Area	1 acre
Minimum Lot Width	125 feet
Minimum Lot Depth	200 feet
Minimum Front Setback	20 feet
Minimum Side Setback (abutting nonresidential)	5 feet
Minimum Side Setback (abutting residential)	15 feet
Minimum Side Setback (abutting street)	10 feet
Minimum Rear Setback	15 feet

Upon annexation, the subject property will not need a Conditional Use Permit (CUP) as the existing buildings were approved by the County of Los Angeles and no new construction is proposed at this time. Any future major additions or renovations would be subject to approval of a CUP as follows:

19.24.070 Additions to Existing Facilities.

Minor additions to existing permitted buildings shall not be subject to a conditional use permit of master plan process, as listed in Section 19.24.020, unless specifically required in the approval of the building or development. For the purposes of this section, minor additions are defined as tenant improvements, changes of use, new buildings of 1,000 square feet or less, or additions of up to 1,000 square feet or 5% of the existing building area on the property, whichever is greater.

Zone Change

Proposed Ordinance 925 will zone the Royal Oaks property as Institutional and will update the City of Duarte Zoning Map. If approved by City Council, the zone change will not take effect until the annexation receives LAFCO approval.

ENVIRONMENTAL

An evaluation of all potential environmental impacts in an Initial Study/Negative Declaration (IS/ND) was conducted as part of the annexation of the Royal Oaks property into the City of Duarte. The analysis concluded that the annexation of the Royal Oaks property and related General Plan and Development Code updates for the Institutional Zone will not result in any significant environmental impacts. Therefore, adoption of a Negative Declaration is proposed as a part of the project. Resolution 24-19 will adopt the Negative Declaration and the IS/ND is attached to the Resolution.

RECOMMENDATION

Staff recommends that the City Council approve/adopt:

- **Resolution 24-18** – Prezone of the Royal Oaks property and abutting right-of-way into the City of Duarte;
- **Resolution 24-19** - Approval of a Negative Declaration for the project
- **Resolution 24-20** - General Plan Amendment 24-01, and amendment to the General Plan to include the Institutional Land Use Designation within the Land Use Element;
- **Ordinance 924** - Municipal Code Amendment 24-01, an amendment to the Development Code for the addition of an Institutional Zone;
- **Ordinance 925** - Zone Change 24-01, zoning the property to Institutional and amending the zoning map; and

FISCAL IMPACT

The City contracted with Berkson Associates to complete a fiscal analysis of the annexation that determined that the annexation will have a minimal positive net fiscal impact.

ATTACHMENTS

Exhibit 1 – General Plan Map (after annexation)

Exhibit 2 – Zoning Map (after annexation)

Exhibit 1

Amended General Plan Map

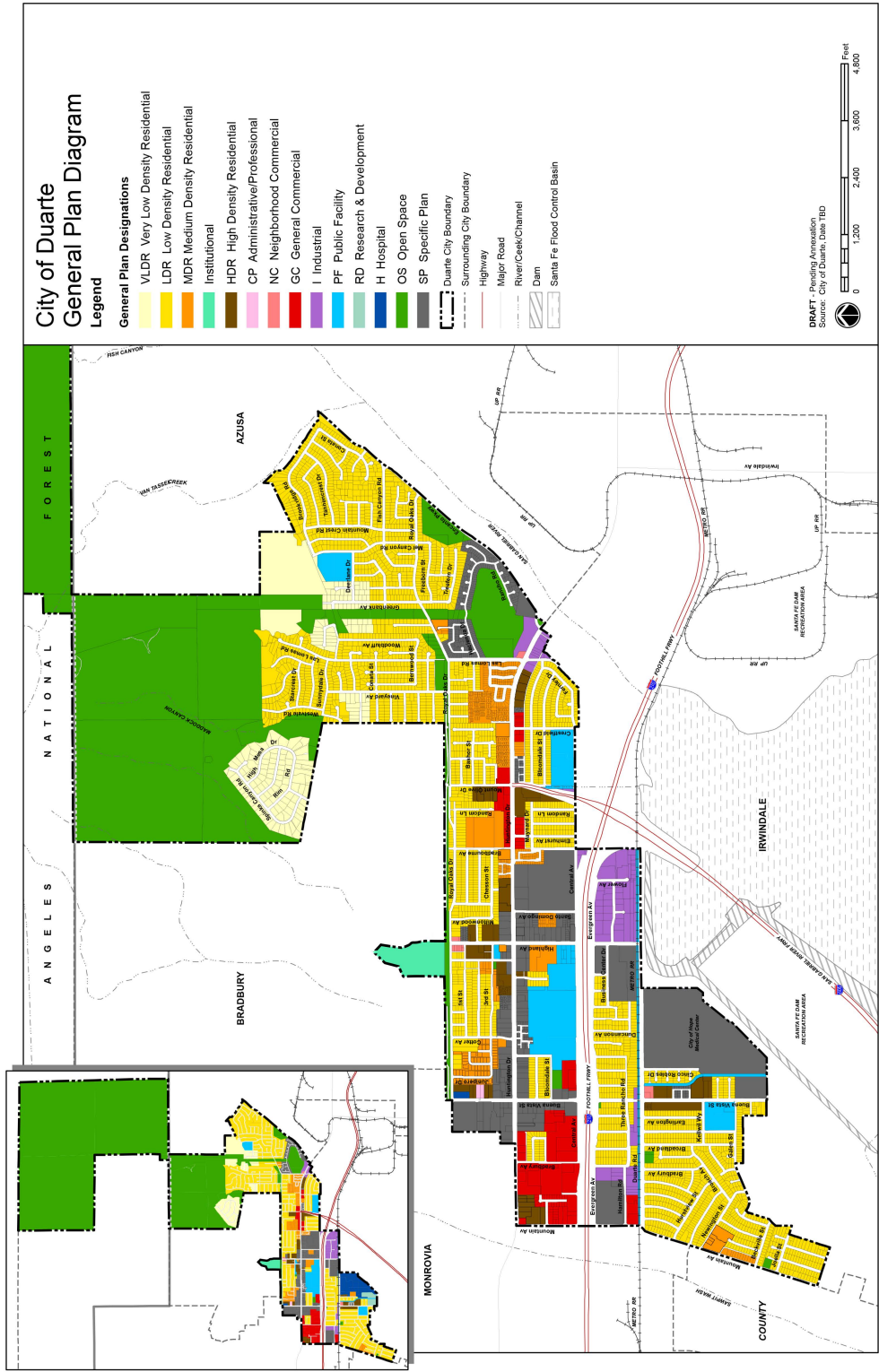
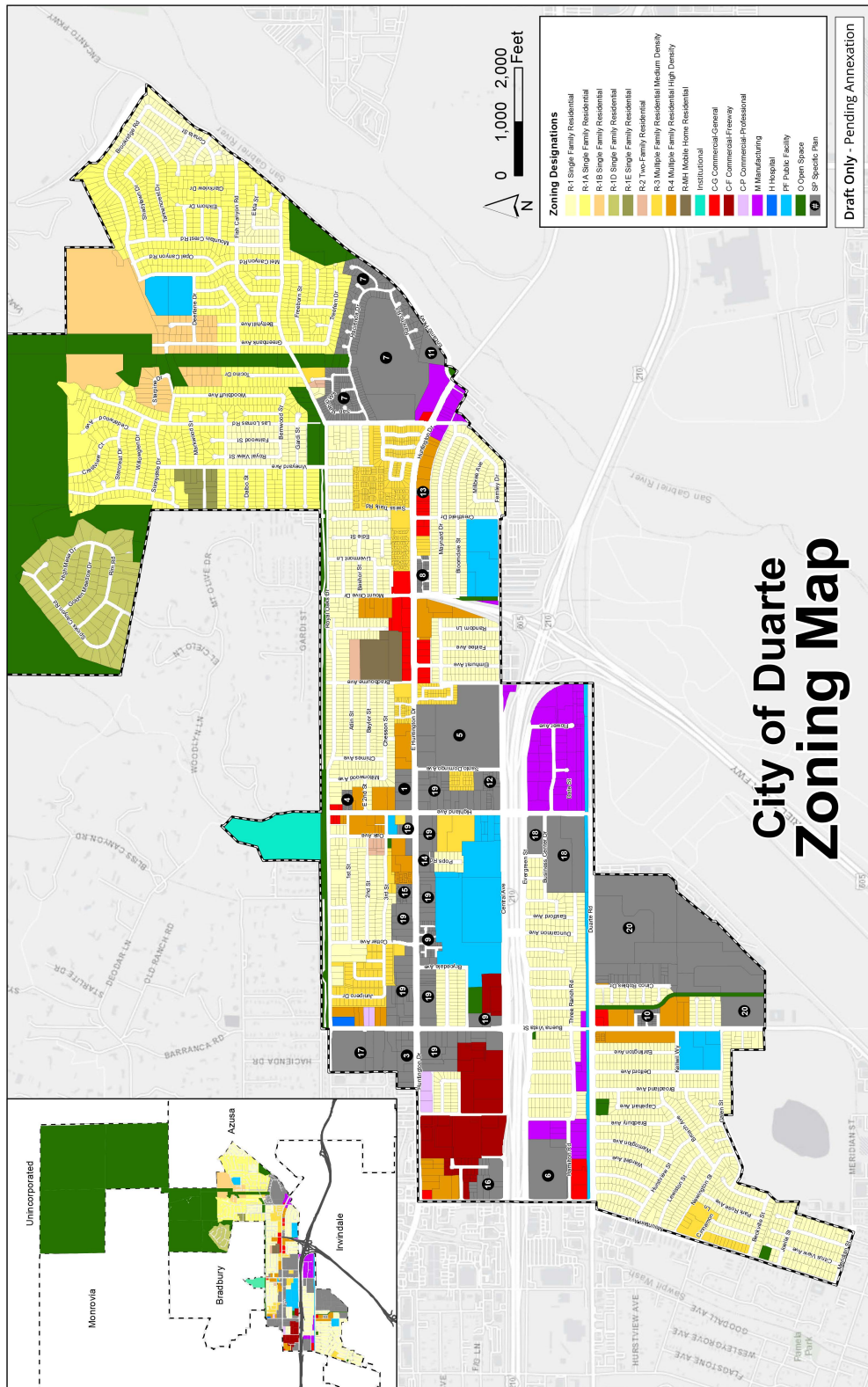


Exhibit 2 Amended Zoning Map



RESOLUTION NO. 24-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE APPROVING A PREZONE OF THE PROPERTY AT 1763 ROYAL OAKS DRIVE NORTH TO THE INSTITUTIONAL ZONING DESIGNATION

WHEREAS, on January 23, 2024, the Duarte City Council, at a regularly scheduled meeting, directed City Staff to proceed with the process to annex the property at 1763 Royal Oaks Drive, and the adjacent street area, to the City of Duarte;

WHEREAS, the 17.71 acre property is owned by HumanGood who operates the Royal Oaks Senior Living Community at the location, and HumanGood filed applications for a General Plan Amendment, Municipal Code Amendment, Zone Change and the related environmental analysis;

WHEREAS, the current Los Angeles County General Plan land use designation for the property is Residential 2 – H2 under the County of Los Angeles General Plan and is zoned Light Agricultural – A-1-2 under the County of Los Angeles zoning map and will be designated as the Institutional Land Use designation and the Institutional zoning designation when annexed to the City;

WHEREAS, the proposed Institutional zoning is consistent with the Institutional general plan designation;

WHEREAS, the applicant seeks to file an application with the Local Agency Formation Commission for the County of Los Angeles (LAFCO) to initiate proceedings for the change of organization that includes the annexation and pre-zoning of the subject property;

WHEREAS, a local agency is required to review, approve, and forward annexation and pre-zoning requests to LAFCO for approval;

WHEREAS, on September 16, 2024, the Planning Commission held a duly noticed public hearing to consider the annexation, and the related General Plan Amendment, Municipal Code Amendment, Zone Change and Initial Study Negative Declaration whereupon the Planning Commission received public testimony and recommended that the City Council approve of all items;

WHEREAS, on October 8, 2024, the City Council held a duly noticed public hearing to consider the annexation, and the related General Plan Amendment, Municipal Code Amendment, Zone Change and Initial Study Negative Declaration and received public testimony and approved of all items; and

WHEREAS, an Initial Study and Negative Declaration was prepared for the project in accordance with Initial Study and Negative Declaration and determined that there is no substantial evidence that the project will have a significant effect on the environment.

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

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

SECTION 2: The City Council finds that the Initial Study and Negative Declaration fully complies with the requirements of CEQA and the CEQA Guidelines relating thereto.

SECTION 3. The City Council has considered the potential environmental effects and, on the basis of the whole record, finds that there is no substantial evidence that the project will have a significant effect on the environment. The foregoing determination, which reflects the independent analysis and independent judgment of the City Council, is based on the information in the record.

SECTION 4. The City Council of the City of Duarte determines that the rezoning of the property and associated annexation to the City be approved and adopted, in accordance with Exhibit “A” attached hereto and made a part of this Resolution.

PASSED, APPROVED, and ADOPTED this 8th day of October 2024.

Vinh Truong
Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

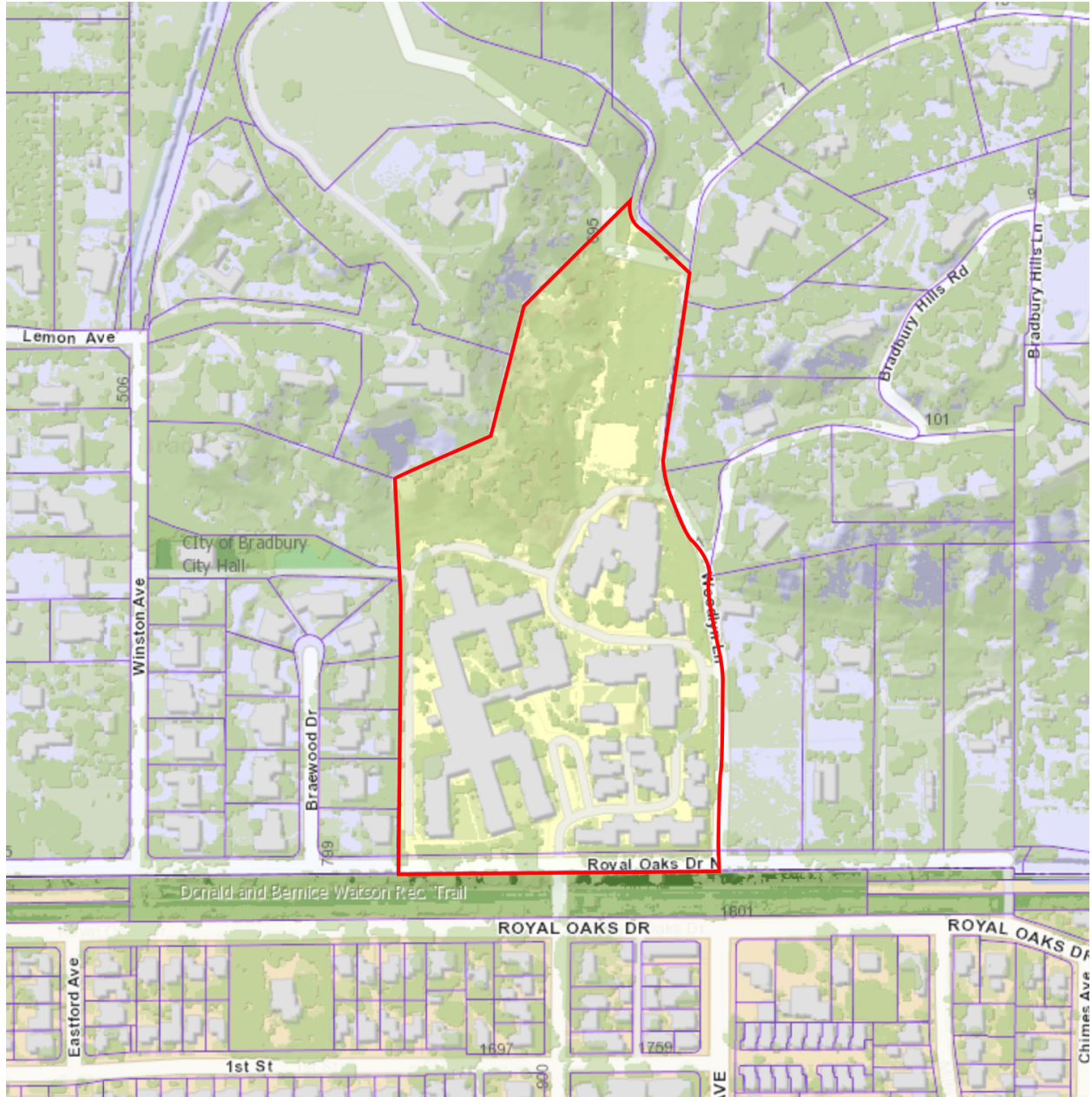
I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 24-18 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 8th day of October 2024, by the following vote:

AYES:
 NOES:
 ABSTAIN:
 ABSENT:

Annette Juarez
City Clerk

EXHIBIT A

Royal Oaks Prezone to Institutional



RESOLUTION NO. 24-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE ADOPTING A NEGATIVE DECLARATION FOR THE ROYAL OAKS ANNEXATION AND ASSOCIATED GENERAL PLAN AMENDMENT, MUNICIPAL CODE AMENDMENT AND ZONE CHANGE FOR THE PROPERTY AT 1763 ROYAL OAKS DRIVE NORTH

WHEREAS, the City Council of the City of Duarte has considered the Negative Declaration for the annexation development of the property at 1763 Royal Oaks Drive North and associated Rezoning, General Plan Amendment (24-01), Municipal Code Amendment (24-01) and Zone Change (24-01); and

WHEREAS, the Initial Study and Negative Declaration for the proposed project provides an assessment of the environmental impacts associated with the project, provided in “Exhibit A,” attached to this Resolution, and has been prepared in accordance with the California Environmental Quality Act, Public Resources Code Section 21000 *et seq.* (CEQA), and State regulations in Title 14 of the California Code of Regulations, Section 15000 *et seq.* (CEQA Guidelines); and

WHEREAS, on September 16, 2024, the Planning Commission held a duly noticed public hearing on the proposed annexation, Rezoning, General Plan Amendment, Municipal Code Amendment and Zone Change, whereupon the Planning Commission received public testimony and recommend to the City Council approval of the Negative Declaration; and

WHEREAS, on October 8, 2024, the City Council held a duly noticed public hearing on the proposed annexation, Rezoning, General Plan Amendment, Municipal Code Amendment and Zone Change

WHEREAS, the City Council received and considered the staff report and all of the information, evidence, and testimony presented in connection with the foregoing; and

WHEREAS, written comments on the Initial Study and related Negative Declaration were received from the public and other public agencies during the public review period, which began on July 27, 2024, and ended on August 26, 2024; and

WHEREAS, such comments and testimony have been responded to through a Comments and Responses as part of the process for the Project; and,

WHEREAS, notice of public hearing before the City Council concerning the adequacy and completeness of the Initial Study and related Negative Declaration was given in accordance with the laws and policies of the City of Duarte; and

WHEREAS, the Initial Study and related Negative Declaration have been independently reviewed by the City Council and reflects the independent judgment of the City Council; and

WHEREAS, the City Council has reviewed all documentation comprising the Initial Study and Negative Declaration and has found that the Initial Study and Negative Declaration addresses all environmental effects of the proposed project and fully complies with all requirements of CEQA and the CEQA Guidelines relating thereto.

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

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

SECTION 2: The City Council finds that the Initial Study and Negative Declaration fully complies with the requirements of CEQA and the CEQA Guidelines relating thereto,

SECTION 3. The City Council has considered the potential environmental effects and, on the basis of the whole record, finds that there is no substantial evidence that the project will have a significant effect on the environment. The foregoing determination, which reflects the independent analysis and independent judgment of the City Council, is based on the information in the record. The City Council therefore adopts the Negative Declaration.

PASSED, APPROVED, and ADOPTED this 8th day of October 2024.

Vinh Truong
Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 24-19 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 8th day of October 2024, by the following vote:

AYES:
 NOES:
 ABSTAIN:
 ABSENT:

Annette Juarez
City Clerk



Royal Oaks Annexation

Initial Study – Negative Declaration

prepared by

City of Duarte

Planning Division, Department of Community Development

1600 Huntington Drive

Duarte, California 91010

Contact: Mena Abdul-Ahad, Associate Planner

prepared with the assistance of

Rincon Consultants, Inc.

250 East 1st Street, Suite 1400

Los Angeles, California 90012

July 2024



RINCON CONSULTANTS, INC. SINCE 1994

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Initial Study

1. Project Title

Royal Oaks Annexation

2. Lead Agency Name and Address

City of Duarte, Planning Division, Department of Community Development
1600 Huntington Drive
Duarte, California 91010

3. Contact Person and Phone Number

Mena Abdul-Ahad, Associate Planner
(626) 357-7931 ext. 238

4. Project Sponsor's Name and Address

Andrew Smith, Executive Director
HumanGood SoCal dba Royal Oaks
1763 Royal Oaks Drive
Duarte, California 91010

5. Project Location

The Royal Oaks Annexation Project (hereafter referred to as “proposed project,” “project,” or “proposed annexation”) is located at 1763 Royal Oaks Drive North in unincorporated Los Angeles County, California. The project site is comprised of one parcel, Assessor Parcel Number (APN): 8527-022-023, with a total area of 19.02 acres. The proposed annexation also includes the Royal Oaks Drive North public right-of way (ROW) along the project frontage and a portion of the Woodlyn Lane private road easement along the eastern boundary of the project site. The project site is surrounded to the north, east, and west by the City of Bradbury, and to the south by the City of Duarte.

Regional vehicular access to the project site is provided via Interstate 210 (I-210) and Interstate 605 (I-605). The project site is locally accessible via Royal Oaks Drive North, Deodar Lanes, and Woodlyn Lane. Regional mass transit service is provided by Foothill Transit; the closest transit stop is bus route 861 on Royal Oaks Drive and Highland Avenue, approximately 478 feet southeast of the project site. There is also an existing bike trail located directly south of the project site between Royal Oaks Drive North and South. Figure 1 shows the location of the project site in the region and Figure 2 depicts the location of the site in its neighborhood context.

6. Description of Project Site

The project site is currently developed with Royal Oaks Manor, a senior living facility that includes independent-living apartments and cottages, and an assisted living and skilled nursing facility with associated roadways for circulation and recreational amenities. The independent-living apartments are located on the western portion of the site and contain a dining area, main lounge, barber and beauty shop, billiards room, woodshop, library, lobby/reception area, maintenance shop, and administration offices. The independent-living apartment building is four stories. The E building in the central portion of the site and F building on the eastern portion of the site offer the feel of condo living and each contains a subterranean parking garage. The Bradbury Oaks building is located on the northeast corner of the site, which contains an assisted living and skilled nursing facility. There are also 16 cottages on the southeastern portion of the site that each have two bedrooms with dens and private garages. Towards the back of the property, there is a mid-sized park, and a fitness center and pool in the center of the site. There is landscaping throughout the facility and outside entrance, and the property is completely fenced with a guard house at the main entrance. Currently, there are a total of 226 units totaling approximately 277,264 square feet, and 251 residents at Royal Oaks Manor. The tallest existing building on the site is 44 feet. The public ROW along Royal Oaks Drive consists of pavement, a sidewalk with curb and gutter, and landscaping.

7. General Plan Designation

The entire project site is designated as Residential 2 – H2 under the County of Los Angeles General Plan.

8. Zoning

The entire project site is zoned Light Agricultural – A-1-2 under the County of Los Angeles zoning map.

9. Surrounding Land Uses and Setting

As shown in Figure 2, the project site is in a suburban area that is surrounded by natural open space and low-density single-family residential homes in the City of Bradbury to the north, northwest and northeast. The southeast portion of the site is adjacent to low-density residences with farm/ranch land in Bradbury. The southwest portion of the site is adjacent to medium-density single-family homes in Bradbury, and the medium-density single-family homes south of the site are in the City of Duarte. The west portion of the site is adjacent to a fire lane easement and the City of Bradbury City Hall approximately 472 feet from the project site. The south portion of the project site (across the bike trail) consists of commercial uses (i.e., dog wash and jewelry store). The east portion of the project site is adjacent to the Wilbur C. Pearce House, which is a historic home designed by Frank Lloyd Wright.

10. Project Background

On January 23, 2024, the City Council of the City of Duarte approved a Pre-Annexation Agreement with HumanGood SoCal (applicant) relating to their annexation application to the Local Agency Formation Commission (LAFCO) for the County of Los Angeles. The application requests for the annexation of APN 8527-022-023 to the City of Duarte. The City Council directed staff to prepare a letter in support of the applicant's annexation application before LAFCO.

On February 13, 2024, a joint resolution between the Board of Supervisors of the County of Los Angeles and City Council of the City of Duarte was approved, which would allow for the negotiated exchange of property tax revenue resulting from the annexation of territory, known as Annexation No. 2023-07, to the City of Duarte and withdrawal from County Road District No. 5 (Resolution No. 24-02).

11. Description of Project

The project site is located in unincorporated County of Los Angeles lands and within the City of Bradbury's Sphere of Influence (SOI). HumanGood SoCal (applicant) is proposing the annexation of the 19.02-acre property to the City of Duarte. As part of the annexation process, the City is required to designate the project site with a land use designation and pre-zone the project site consistent with the proposed General Plan land use designation. The City of Duarte is proposing to amend the City's General Plan to designate the project site as Institutional and pre-zone the project site as Institutional. The new Institutional zone would allow for senior residential, lifetime care communities, and associated uses with a maximum floor area ratio of 1.0 and a maximum building height of 75 feet. Any structure over 35 feet requires a 50-foot front, side, and rear setback. The minimum lot area would be one acre with a minimum lot width of 125 feet and a minimum lot depth of 200 feet. The minimum front setback would be 20 feet; the side abutting nonresidential would be 5 feet; the side abutting residential would be 15 feet; the side abutting the street would be 10 feet; and the rear would be 15 feet.

As described in *Description of Project Site*, the entire project site is developed with a senior living facility, Royal Oaks Manor. The proposed annexation would result in no development changes or improvements to the project site and the project site would continue to be used as a senior living facility. No construction activities are being proposed. Table 1 provides the existing service provider and proposed service provider for the senior living facility on the project site.

Table 1 Existing and Proposed Municipal Services

Municipal Service	Existing Service Provider	Proposed Service Provider
Animal Control	County of Los Angeles Department	Duarte Public Safety
Fire & Emergency Medical	Los Angeles County Fire Department	Los Angeles County Fire Department
Flood Control	Los Angeles County Flood Control District	Los Angeles County Flood Control District
Library	Los Angeles County Library	Los Angeles County Library
Mosquito and Vector Control	San Gabriel Valley Mosquito and Vector Control District	San Gabriel Valley Mosquito and Vector Control District
Park and Recreation	Los Angeles County Department of Parks and Recreation	City of Duarte Parks and Recreation
Planning	County of Los Angeles Department of Regional Planning	City of Duarte Planning Division
Police	Los Angeles County Sheriff	Los Angeles County Sheriff
Road Maintenance	Los Angeles County Public Works	City of Duarte Public Works
Solid Waste	Ware Disposal	Burrtec Waste Services
Street Lighting	Los Angeles County Public Works	City of Duarte Public Works
Water	California American Water	California American Water
Wastewater	Los Angeles County Sanitation District	Los Angeles County Sanitation District
Building Permits	L.A. County Department of Building & Safety	City of Duarte Community Development

The proposed annexation would allow the Royal Oaks residents to participate in local elections and access local amenities as residents of the City of Duarte.

12. Required Approvals

The proposed project would require approval of the following entitlements and adoption of this Negative Declaration by the City of Duarte:

- Annexation of APN 8527-022-023 from the unincorporated County of Los Angeles to the City of Duarte;
- General Plan Amendment to designate the land use for APN 8527-022-023 as Institutional.
- Pre-zone APN 8527-022-023 as Institutional.

13. Other Public Agencies Whose Approval is Required

LAFCO is authorized and mandated by State law as the agency responsible for evaluating and approving SOI revisions and annexations to an incorporated city. Subsequent to the initial consideration of an annexation request, a public hearing is held before LAFCO where the annexation proposal is approved, denied, or modified. LAFCO for the County of Los Angeles will serve as the “Conducting Authority” for the annexation of APN 8527-022-023 and adjacent public ROWs into the

City of Duarte. LAFCO would also be responsible for approval of the SOI Amendment to remove APN 8527-022-023 from the City of Bradbury's SOI.

14. Have California Native American Tribes Traditionally and Culturally Affiliated with the Project Area Requested Consultation Pursuant to Public Resources Code Section 21080.3.1?

On February 21, 2024, the City of Duarte sent notification letters to seven tribes: Gabrieleño Band of Mission Indians - Kizh Nation; Gabrieleño/Tongva San Gabriel Band of Mission Indians; Gabrielino/Tongva Nation; Gabrielino Tongva Indians of California Tribal Council; Gabrielino-Tongva Tribe; Santa Rosa Band of Cahuilla Indians; and Soboba Band of Luiseno Indians. On May 2, 2024, the Gabrieleño Band of Mission Indians - Kizh Nation requested consultation; however, because no ground disturbance or construction would occur, the request for consultation was rescinded and consultation was concluded on May 21, 2024.

Figure 1 Regional Location

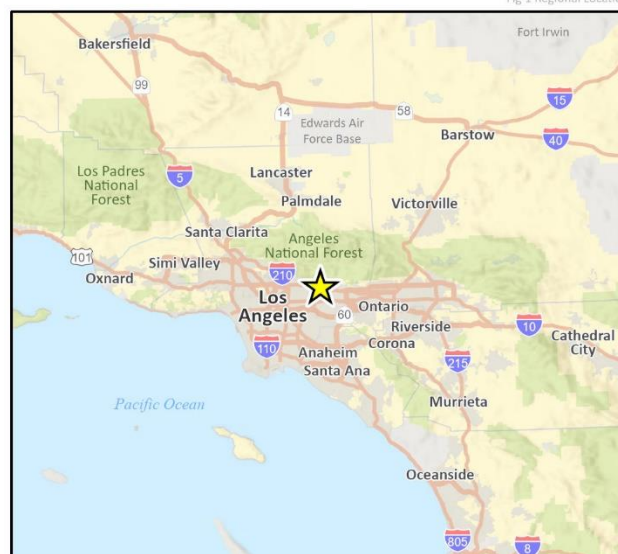
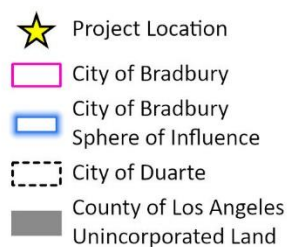
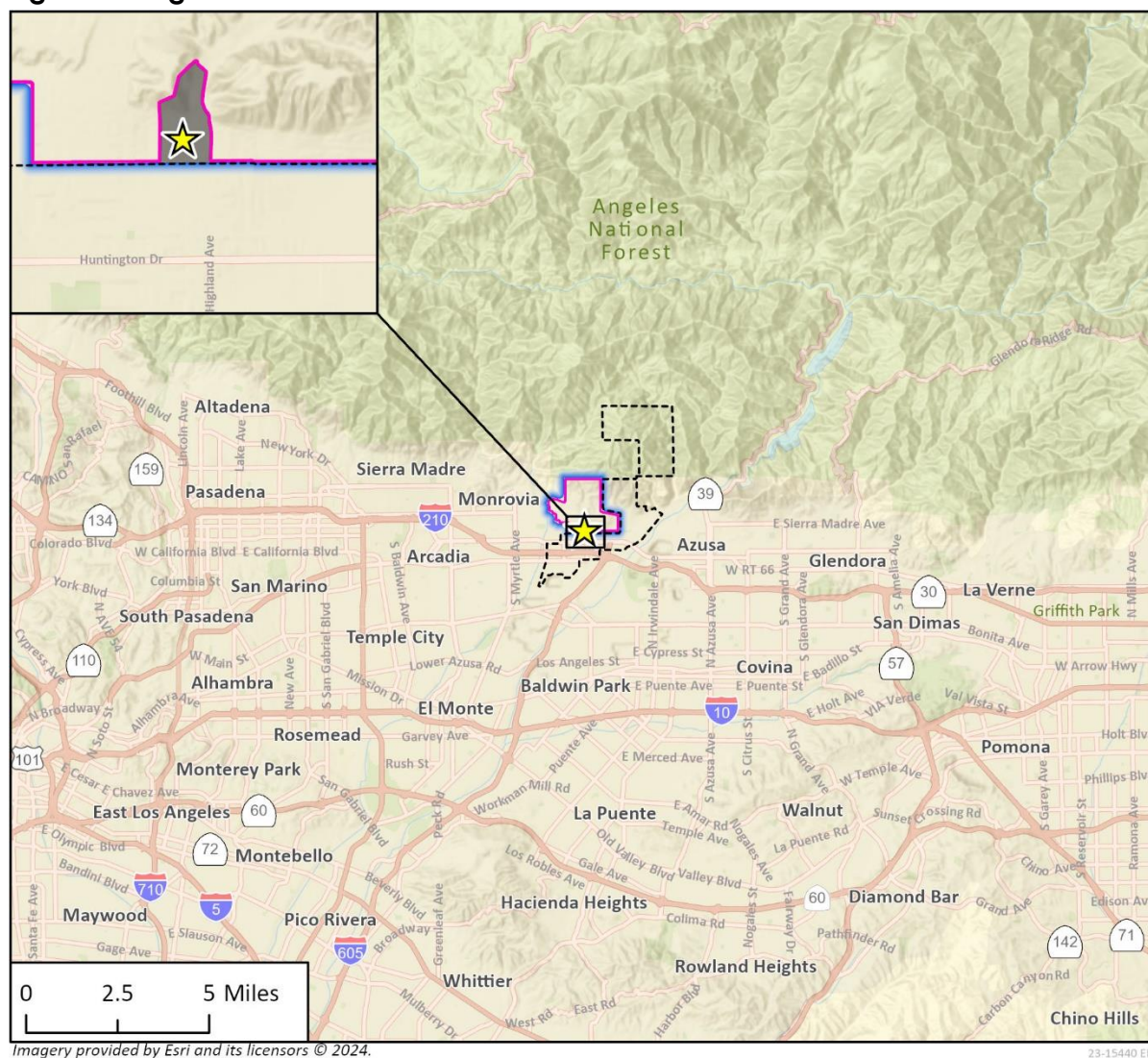


Figure 2 Project Location



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Environmental Factors Potentially Affected

This project would potentially affect the environmental factors checked below, involving at least one impact that is “Potentially Significant” or “Less than Significant with Mitigation Incorporated” as indicated by the checklist on the following pages.

- | | | |
|--|---|---|
| ☐ Aesthetics | ☐ Agriculture and Forestry Resources | ☐ Air Quality |
| ☐ Biological Resources | ☐ Cultural Resources | ☐ Energy |
| ☐ Geology and Soils | ☐ Greenhouse Gas Emissions | ☐ Hazards and Hazardous Materials |
| ☐ Hydrology and Water Quality | ☐ Land Use and Planning | ☐ Mineral Resources |
| ☐ Noise | ☐ Population and Housing | ☐ Public Services |
| ☐ Recreation | ☐ Transportation | ☐ Tribal Cultural Resources |
| ☐ Utilities and Service Systems | ☐ Wildfire | ☐ Mandatory Findings of Significance |

Determination

Based on this initial evaluation:

- ☒ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions to the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a “potentially significant impact” or “less than significant with mitigation incorporated” impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

- ☐ I find that although the proposed project could have a significant effect on the environment, because all potential significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

 _____ Signature	July 23, 2024 _____ Date
Mena Abdul-Ahad _____ Printed Name	Associate Planner _____ Title

Environmental Checklist

1 Aesthetics

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Except as provided in Public Resources Code Section 21099, would the project:				
a. Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b. Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☐	☒
d. Create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?	☐	☐	☐	☒

a. Would the project have a substantial adverse effect on a scenic vista?

A scenic vista is defined as a public viewpoint that provides expansive views of a highly valued landscape for the benefit of the public. Public views are those that are experienced from a publicly accessible vantage point, such as a roadway or public park.

The proposed annexation is located less than half a mile from the San Gabriel Mountains in a suburban area. These mountains are the most prominent visual feature. However, the project site is not formally designated as a scenic vista by Los Angeles County or by the City of Duarte. Additionally, the proposed annexation would result in no development changes or improvements to the project site and the project site would continue to be used as a senior living facility. Therefore, no changes would be implemented that could impact a scenic vista. No impact would occur.

NO IMPACT

- b. *Would the project substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?*

The project site is fully developed with a senior living facility. The proposed annexation would result in no development improvements or changes to the project site, including changes that may include damage to trees, rock outcroppings, or historic buildings. Furthermore, there are no State designated scenic highways near the project site. The California Department of Transportation (Caltrans) Scenic Highway Mapping System identifies State Route 39 (north of Interstate 210) as an Eligible State Scenic Highway (Caltrans 2019). This scenic highway is located approximately 3.5 miles east of the project; however, the project site is both physically and visually separated from State Route 39 by intervening land uses and the mountainous terrain. In addition, no scenic highways or roadways are listed within the project site in the Los Angeles County's General Plan. Therefore, no impact would occur.

NO IMPACT

- c. *Would the project, in non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?*

The project site is currently developed with a senior living facility. The proposed project involves annexation of 19.02 acres on a single parcel presently outside the bounds of the Duarte city limits. The proposed annexation would result in no development changes, construction, or improvements to the project site. Therefore, it would not impact the existing visual character or quality of the area or its surroundings. The project would not conflict with applicable zoning or other regulations governing scenic quality. No impact would occur.

NO IMPACT

- d. *Would the project create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?*

The project site is currently developed with a senior living facility. The proposed annexation would result in no development changes, construction, or improvements to the project site, and therefore, would not create new sources of light or glare, which would adversely affect day or nighttime views in the area. No impact would occur.

NO IMPACT

2 Agriculture and Forestry Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Would the project:				
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b. Conflict with existing zoning for agricultural use or a Williamson Act contract?	☐	☐	☐	☒
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)); timberland (as defined by Public Resources Code Section 4526); or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	☐	☐	☐	☒
d. Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

- a. *Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?*

According to the California Department of Conservation (DOC) Farmland Mapping and Monitoring Program Map, the project site is not located on Farmland (DOC 2018). Furthermore, the project would not result in physical changes to the site or its surroundings. Therefore, implementation of the proposed project would not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) to non-agricultural use. No impact would occur.

NO IMPACT

- b. *Would the project conflict with existing zoning for agricultural use or a Williamson Act contract?*

According to the County of Los Angeles zoning map, the entire project site is zoned Light Agricultural – A-1-2, which permits agricultural activities, low-density single-family residential development, outdoor recreational uses, and public and institutional facilities (County of Los Angeles 2024). The proposed annexation would require a new zoning designation (Institutional) for the project site under the City of Duarte. The project site is already developed with a senior living facility, and the proposed annexation would not involve development changes, construction, or improvements, and therefore, would not conflict with the proposed Institutional zone. In addition, according to the California Williamson Act Enrollment Finder, no Williamson Act land is located within the project site (DOC 2023). Therefore, the project would not conflict with a Williamson Act contract. No impact would occur.

NO IMPACT

- c. *Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)); timberland (as defined by Public Resources Code Section 4526); or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?*

According to the County of Los Angeles zoning map, the entire project site is zoned Light Agricultural – A-1-2, which permits agricultural activities, low-density single-family residential development, outdoor recreational uses, and public and institutional facilities. Therefore, the project would not conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned Timberland Production. No impact would occur.

NO IMPACT

- d. *Would the project result in the loss of forest land or conversion of forest land to non-forest use?*

The project site is designated by the County of Los Angeles General Plan as Residential 2 – H2 and zoned Light Agricultural – A-1-2 by the County of Los Angeles zoning map, both of which do not permit forest land, timberland, or timberland uses. In addition, the site is already developed as a senior living facility; therefore, the project site is not used for forest land. The proposed project would not result in the loss of forest land or conversion of forest land to non-forest use. No impact would occur.

NO IMPACT

- e. *Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?*

As described in Response 2a, the project is not located on Farmland, and as described in Response 2d, the project site's existing land use and zone do not permit forest land. In addition, the proposed project involves an annexation of the property to the City of Duarte, an amendment of the City's General Plan of the project site to Institutional, and a pre-zone of the project site as Institutional. No development, construction, or improvements are being proposed. Therefore, the project would not involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use. No impact would occur.

NO IMPACT

3 Air Quality

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Would the project:				
a. Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☐	☒
c. Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☒
d. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☐	☒

- a. *Would the project conflict with or obstruct implementation of the applicable air quality plan?*
- b. *Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?*
- c. *Would the project expose sensitive receptors to substantial pollutant concentrations?*
- d. *Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?*

The project site is in the South Coast Air Basin (SCAB). The South Coast Air Quality Management District (SCAQMD) has jurisdiction over air quality issues and regulations within the SCAB. The Air Quality Management Plan (AQMP) for the SCAB establishes a program of rules and regulations administered by SCAQMD to obtain attainment of the State and federal air quality standards.

The project would not conflict with or obstruct implementation of applicable air quality plan because the project only involves an annexation of the property to the City of Duarte, an amendment of the City's General Plan to Institutional, and a pre-zone of the project site as Institutional. No development, construction, or improvements are being proposed. Therefore, the project would not result in changes to existing air quality conditions including pollutant concentrations to sensitive receptors or emissions such as those leading to odors. No impact would occur.

NO IMPACT

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4 Biological Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Would the project:				
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

- a. *Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?*
- b. *Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?*
- c. *Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*
- d. *Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?*

The project site is currently developed with a senior living facility. The proposed project involves annexation of the 19.02-acre parcel presently outside the bounds of Duarte city limits. The proposed annexation would not involve development changes, construction, or improvements to the project site; therefore, the project would have no impact on candidate, sensitive, or special-status species. Furthermore, the surrounding area is urbanized with single-family homes to the north, east, and south, and single-family homes and a farm to the west (see Figure 2). There are no riparian or wetland habitats on-site (United States Fish and Wildlife Service n.d.). No habitat modifications would take place and there would be no interference with the movement of native residents or wildlife species. Accordingly, no impact would occur.

NO IMPACT

- e. *Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?*
- f. *Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?*

The project site is currently developed with a senior living facility. The proposed annexation would not conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance, as no development, construction, or improvement is proposed that would require the removal of such resources.

Additionally, the project site does not occur within, and therefore would not conflict with, an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan (California Department of Fish and Wildlife 2019). No impact would occur.

NO IMPACT

5 Cultural Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Would the project:				
a. Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	☐	☐	☐	☒
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☐	☐	☒
c. Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☐	☒

- a. *Would the project cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?*
- b. *Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?*
- c. *Would the project disturb any human remains, including those interred outside of formal cemeteries?*

The project site is currently developed with a senior living facility. The proposed project involves annexation of the 19.02-acre parcel presently outside the bounds of Duarte city limits. The proposed annexation would not result in development changes or improvements to the project site and the project site would continue to be used as a senior living facility. No construction activities would occur under the proposed project. Therefore, the project would not impact historical or archaeological resource or disturb human remains. No impact would occur.

NO IMPACT

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6 Energy

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Would the project:				
a. Result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☐	☒
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☐	☒

- a. *Would the project result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?*
- b. *Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?*

The project site is currently developed with a senior living facility. The proposed project involves annexation of the 19.02-acre parcel presently outside the bounds of the Duarte city limits. The proposed annexation would result in no development changes, construction, or improvements to the project site, and would therefore have no impact on existing energy resource consumption or operation. Furthermore, the project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency. No impact would occur.

NO IMPACT

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7 Geology and Soils

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Would the project:				
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
1. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	☐	☐	☐	☒
2. Strong seismic ground shaking?	☐	☐	☐	☒
3. Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
4. Landslides?	☐	☐	☐	☒
b. Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☒
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	☐	☐	☐	☒
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☐	☒
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☒

- a.1. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?*
- a.2. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking?*
- a.3. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving seismic-related ground failure, including liquefaction?*
- a.4. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving landslides?*

According to the California Geological Survey Earthquake Zones of Required Investigation map, the Duarte Fault transects the project site (2024). The project site is also located partially within a liquefaction zone which encroaches into the property for about four acres in the northeastern portion of the parcel. Additionally, about half an acre of the western portion of the parcel is located within a landslide zone. However, the project site is already developed with a senior living facility, and the proposed annexation would not involve any development changes, construction, or improvements to the project site. Therefore, the project would have no impact on existing conditions related to faults, strong seismic ground shaking, liquefaction, or landslides. No impact would occur.

NO IMPACT

- b. Would the project result in substantial soil erosion or the loss of topsoil?*
- c. Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?*
- d. Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?*
- e. Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?*
- f. Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?*

According to the United State Department of Agriculture (USDA) Natural Resources Conservation Service, soil underlying the project site is primarily Urban land-Palmview-Tujunga, gravelly complex, two to nine percent slopes and a sliver of the northwest portion of the site is underlain with Padova-Walong complex, 30 to 85 percent slopes (USDA 2024). The topography of the parcel is generally flat, ranging from approximately 620 feet above mean sea level (MSL) to approximately 600 feet MSL. A portion of the land in the northwestern section of the parcel rises sharply to approximately 750 feet MSL.

As noted in the discussion under Thresholds a.1-a.4, the project site is also located partially within a liquefaction zone that encroaches into the property for about four acres in the northeastern portion of the parcel. Additionally, about half an acre of the western portion of the parcel is located thin a landslide zone. However, the project site is already developed with a senior living facility, and the

annexation project would not involve any development changes, construction, or improvements to the project site. Therefore, the project would have no impact on existing conditions relating to substantial soil erosion or loss of topsoil; unstable soils; expansive soils; the addition of septic tanks or other wastewater disposal; or directly or indirectly destroying a paleontological resource or site or geological feature that may exist on the site. Accordingly, no impact would occur.

NO IMPACT

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8 Greenhouse Gas Emissions

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Would the project:				
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☐	☒
b. Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	☒

- a. *Would the project generate greenhouse emissions, either directly or indirectly, that may have a significant impact on the environment?*
- b. *Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?*

The project site is currently developed with a senior living facility. The proposed project involves annexation of 19.02 acres on a single parcel presently outside the bounds of Duarte city limits. The proposed annexation would not involve development changes, construction, or improvements to the project site. Because there is no construction or development associated with project implementation, the project would not generate greenhouse gas emissions or conflict with applicable greenhouse gas plan, policy, or regulation. No impact would occur.

NO IMPACT

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9 Hazards and Hazardous Materials

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Would the project:				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	☒
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	☒
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school?	☐	☐	☐	☒
d. Be located on a site that is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e. For a project located in an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☒
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	☐	☐	☐	☒

- a. *Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*
- b. *Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?*

The project site is currently developed with a senior living facility. The proposed project only involves annexation of the property to the City of Duarte, an amendment of the City's General Plan of the project site to Institutional, and a pre-zone of the project site as Institutional. No development, construction, or improvements are being proposed. Therefore, the project would not create a significant hazard to the public or the environment through the routine transport, use, disposal, or reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. No impact would occur.

NO IMPACT

- c. *Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school?*

The nearest school to the project site is Wee Care Montessori Duarte, located at 1014 Highland Avenue in Duarte, approximately 1,000 feet southeast of the project site. However, the proposed annexation would result in no development changes, construction, or improvements to the project site that would emit hazardous emissions or handling of hazardous materials, substances, or waste within 0.25-mile of an existing or proposed school. Therefore, no impact would occur.

NO IMPACT

- d. *Would the project be located on a site that is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*

According to California Department of Toxic Substances Control's EnviroStor database, the project site is not listed as a hazardous material site, and no such sites exist within the vicinity of the project site (2024). The nearest active cleanup site is located approximately half a mile southeast of the project site at 2107 Huntington Drive, which is currently occupied by Former Lerner's Gas Station. Due to the distance and no development associated with the proposed project, there are no potential hazards associated with this cleanup site. No impact would occur.

NO IMPACT

- e. *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?*

The project site is located approximately 0.9-mile north of RC Airplane Airport at Santa Fe Dam in the City of Irwindale, and approximately 5.5 miles northeast of the San Gabriel Valley Airport in the City of El Monte. Due to the distance and no development associated with the proposed project, the project would not result in a safety hazard or excessive noise for people residing or working in the project area due to proximity to an airport. Therefore, no impact would occur.

NO IMPACT

- f. Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*

The project site is currently developed with a senior living facility. The proposed annexation would result in no development changes, construction, or improvements to the project site and the project site would continue to be used as a senior living facility. Therefore, the project would not impair implementation of or physically interfere with adopted emergency response or evacuation plan or emergency evacuation plan. Accordingly, no impact would occur.

NO IMPACT

- g. Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?*

According to the County of Los Angeles GIS database and California Department of Forestry and Fire Protection (CalFire), the project site is not located within a very high fire hazard area (County of Los Angeles 2024; CalFire 2024). In addition, the proposed annexation would not affect existing conditions, as the proposed annexation would result in no development changes, construction, or improvements to the project site. Therefore, no impact would occur.

NO IMPACT

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10 Hydrology and Water Quality

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Would the project:				
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☐	☒
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☐	☒
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
(i) Result in substantial erosion or siltation on- or off-site;	☐	☐	☐	☒
(ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	☐	☐	☐	☒
(iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☐	☒
(iv) Impede or redirect flood flows?	☐	☐	☐	☒
d. In flood hazard, tsunامي, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☒
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	☒

- a. *Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?*

The project site is currently developed with a senior living facility. The proposed annexation would not involve development changes, construction, or improvements, and the project site would continue to be used as a senior living facility. Therefore, implementation of the project would not violate water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality. Accordingly, no impact would occur.

NO IMPACT

- b. *Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?*

The project site is currently developed with a senior living facility. The proposed annexation would not involve development changes, construction, or improvements, and the project site would continue to be used as a senior living facility. Therefore, the project would not decrease groundwater supplies or interfere substantially with groundwater recharge. No impact would occur.

NO IMPACT

- c.(i) *Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would result in substantial erosion or siltation on- or off-site?*
- c.(ii) *Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?*
- c.(iii) *Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner that would create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?*
- c.(iv) *Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would impede or redirect flood flows?*

The project site is currently developed with a senior living facility. The proposed annexation would not involve development changes, construction, or improvements, and the project site would continue to be used as a senior living facility. Therefore, the project would not alter the existing drainage pattern of the site which would result in substantial erosion or siltation, flooding, exceed the capacity of exiting of planned stormwater drainage systems, provide substantial additional sources of polluted runoff, or impede or redirect flood flows. No impact would occur.

NO IMPACT

- d. *In flood hazard, tsunami, or seiche zones, would the project risk release of pollutants due to project inundation?*

There are no inland water bodies with the potential for a seiche in the vicinity of the project site. This precludes the possibility of a seiche inundating the project site.

The project site is more than 30 miles from the Pacific Ocean, and therefore not susceptible to inundation by tsunami. Additionally, the project site is located within a Federal Emergency Management Agency Flood Zone X, meaning it is in an area with minimal flood hazard (2008). Therefore, the project site is not at risk for any of these hazards. No impact would occur.

NO IMPACT

- e. *Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?*

The proposed annexation would not include any development, construction, improvements, or other physical changes to the project site or surrounding areas, and therefore would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. Therefore, no impact would occur.

NO IMPACT

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11 Land Use and Planning

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Would the project:				
a. Physically divide an established community?	☐	☐	☐	☒
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒

a. Would the project physically divide an established community?

The project site is currently developed with a senior living facility. The proposed annexation would result in no development changes, construction, or improvements (such as the extension of infrastructure or utilities), and the project site would continue to be used as a senior living facility. Therefore, the project would not physically divide an established community. No impact would occur.

NO IMPACT

b. Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

The proposed project consists of the annexation of the 19.02-acre property to the City of Duarte. Currently, the project site is located within the unincorporated County of Los Angeles and is also within the City of Bradbury's SOI. The entire project site is designated as Residential 2 under the County of Los Angeles General Plan land use map, and zoned Light Agricultural under the County of Los Angeles zoning map. As part of the annexation process, the City is required to designate the project site with a land use designation and pre-zone the project site consistent with the City's proposed General Plan land use designation. The City of Duarte is proposing to amend the City's General Plan to designate the project site as Institutional and pre-zone the project site as Institutional. The Institutional General Plan Designation and the Institutional Zone will each be new to the General Plan and Development Code. The entire project site is developed with a senior living facility, which would be consistent with the land use designation and pre-zone upon approval of the proposed general plan amendment and pre-zone. In addition, the project would not involve any development changes, construction, or improvements to the project site. The senior living facility would be consistent with applicable General Plan policies, such as Policy LU 1.1.2 (Encourage the development of a mix of housing types and densities to ensure a variety of housing to accommodate a range of tastes and incomes); Policy LU 1.1.3 (Encourage high-quality design for infill development, and continue to support new high-quality uses); and Policy LU 2.1.1 (New infill residential development should be compatible in design, bulk, and height with existing nearby residential development as referenced in Duarte's Architectural Design Guidelines and applicable Specific

Plans). Therefore, the project would conform with applicable land use plans, policies, and regulations. No impact would occur.

NO IMPACT

12 Mineral Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Would the project:				
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	☒

- a. *Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?*
- b. *Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?*

The project site is not included in a State classified mineral resource zone and is not delineated on a local general plan, specific plan, or other land use plan as having importance regarding mineral resources. Furthermore, mineral resource extraction is not a permitted use under the site's current zoning or proposed zoning designation. Therefore, no impact would occur.

NO IMPACT

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13 Noise

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Would the project result in:				
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	☒
b. Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☐	☒
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

- a. *Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*
- b. *Would the project result in generation of excessive groundborne vibration or groundborne noise levels?*

The project site is currently developed with a senior living facility. The proposed annexation would not involve development changes, construction, or improvements, and the project site would continue to be used as a senior living facility. Therefore, the project would not generate new temporary or permanent increase in ambient noise levels in the vicinity of the project site nor would the project generate new groundborne vibration during construction or operation. No impact would occur.

NO IMPACT

- c. *For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*

The project site is located approximately 0.9-mile north of RC Airplane Airport at Santa Fe Dam in the City of Irwindale, and approximately 5.5 miles northeast of San Gabriel Valley Airport in the City of El Monte. Due to the distance and no development associated with the proposed project, the

project would not expose people residing or working in the project site to new noise levels. No impact would occur.

NO IMPACT

14 Population and Housing

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Would the project:				
a. Induce substantial unplanned population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?	☐	☐	☒	☐
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

- a. *Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?*

The proposed project involves annexation of the 19.02-acre parcel that is currently developed with a senior living facility, which is occupied by approximately 251 residents. According to 2023 estimates by the United States Census Bureau (USCB), Duarte has an existing population of 21,807 residents (USCB 2022). Therefore, the proposed annexation would increase the city's population by approximately 1.2 percent to 22,058. However, because these residents already live adjacent to Duarte, and because the proposed project would not involve any development changes, construction, or improvements to the site or surrounding area, the inclusion of these residents within Duarte would not have a physical impact on the community. Therefore, the project would not induce substantial unplanned population growth and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

- b. *Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?*

The project site is currently developed with a senior living facility. The proposed annexation would not involve development changes, construction, or improvements, and the project site would continue to be used as a senior living facility. Therefore, existing people and housing would not be displaced. No impact would occur.

NO IMPACT

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15 Public Services

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
1 Fire protection?	☐	☐	☐	☒
2 Police protection?	☐	☐	☐	☒
3 Schools?	☐	☐	☐	☒
4 Parks?	☐	☐	☐	☒
5 Other public facilities?	☐	☐	☐	☒

a.1. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered fire protection facilities, or the need for new or physically altered fire protection facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives?

Currently, the project site is within the City of Bradbury's SOI and is served by the Los Angeles County Fire Department Station 44, at 1105 Highland Avenue, located approximately 0.2-mile south of the project site. The Los Angeles County Fire Department Station 44 would continue to serve the residents at the project site. The proposed annexation would not result in the need for additional service requirements to this fire station, as it would not involve development changes or improvements to the project site that would generate new residents. Therefore, the project would not result in substantial adverse physical impacts associated with the provision of new or physically altered fire protection facilities, or the need for new or physically altered fire protection facilities. Accordingly, no impact would occur.

NO IMPACT

- a.2. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered police protection facilities, or the need for new or physically altered police protection facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives?*

The project site is served by the Los Angeles County Sheriff Department, at 150 Hudson Avenue, located approximately 6.2 miles southwest of the project site, and at 8838 East Las Tunas Drive, located approximately 6.7 miles southwest from the project site. The Los Angeles County Sheriff Department would continue to serve the residents at the project site. In addition, the proposed annexation would not result the need for additional service requirements to this station, as it would involve no development changes or improvements to the project site that would generate new residents. Therefore, the project would not result in substantial adverse physical impacts associated with the provision of new or physically altered police protection facilities, or the need for new or physically altered police protection facilities. Accordingly, no impact would occur.

NO IMPACT

- a.3. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered schools, or the need for new or physically altered schools, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios or other performance objectives?*

The proposed project is located within the Duarte Unified School District. The nearest schools include:

- Wee Care Montessori Duarte, located at 1014 Highland Avenue in Duarte, approximately 1,000 feet southeast from the project site.
- Foothill Oaks Academy, located at 822 Bradbourne Avenue in Duarte, approximately 0.5-mile southeast from the project site.
- Duarte High School, located at 1565 Central Avenue in Duarte, approximately 0.5-mile southwest from the project site.
- School of Little Scholar, located at 932 Buena Vista Street in Duarte, approximately 0.5-mile southwest from the project site.

However, the proposed annexation would not include development, construction, improvements, such as the extension of infrastructure or utilities, or add school-aged to the city's population. Therefore, the project would not increase the number of students currently enrolled in public or private education. As a result, the project would not result in substantially adverse physical impacts associated with the provision of new or physically altered schools, or the need for new or physically altered schools. No impact would occur.

NO IMPACT

a.4. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered parks, or the need for new or physically altered parks, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios or other performance objectives?

The project site is currently developed with a senior living facility, which includes recreational facilities such as a billiards room, a woodshop, and a library. The project site also includes a park, a fitness center, and a pool.

In addition to these on-site facilities, public parks nearest to the project site include:

- Duarte Recreational Trail, within the median of Royal Oaks Drive, immediately south of the project site.
- Orange Blossom Park at 1721 3rd Street in Duarte, approximately 1,300 feet south of the project site.
- Duarte Park Playground at 1344 Bloomdale Street in Duarte, approximately 0.4-mile southwest of the project site.

The proposed project would not result in physical changes to the project site or its surrounding areas and would not impact the existing conditions of the site and surrounding area. Additionally, the property's existing recreational facilities reduces demand for Duarte's recreational facilities. Therefore, the project would not result in substantial adverse physical impacts associated with the provision of new or physically altered parks, or the need for new or physically altered parks. Accordingly, no impact would occur.

NO IMPACT

a.5. Would the project result in substantial adverse physical impacts associated with the provision of other new or physically altered public facilities, or the need for other new or physically altered public facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives?

The project site is currently developed with a senior living facility. The proposed project would not result in physical changes to the project site or its surrounding areas and would not impact the existing conditions of the site and surrounding area or increase demand for public services. Additionally, the project includes its own facilities for its residents as a senior living facility. Therefore, no impact would occur.

NO IMPACT

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16 Recreation

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

a. *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*

b. *Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?*

Approval of the proposed project would not directly or indirectly increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated. The project site would continue to be used as a senior living facility, which includes the use of its existing recreational facilities, such as a billiards room, woodshop, library, park, fitness center, and pool. Additionally, the proposed project would not require the extension of services as no development is being proposed. The proposed annexation would also not include the construction or expansion of recreational facilities. Therefore, no impact would occur.

NO IMPACT

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17 Transportation

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Would the project:				
a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☐	■
b. Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	☐	☐	☐	■
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible use (e.g., farm equipment)?	☐	☐	☐	■
d. Result in inadequate emergency access?	☐	☐	☐	■

- a. *Would the project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?*
- b. *Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?*
- c. *Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible use (e.g., farm equipment)?*
- d. *Would the project result in inadequate emergency access?*

Regional vehicular access to the project site is provided by I-210 and I-605. The project site is locally accessible by Royal Oaks Drive North, Deodar Lanes, and Woodlyn Lane. Regional mass transit service is provided by Foothill Transit, with the closest transit stop being bus route 861 on Royal Oaks Drive and Highland Avenue, approximately 290 feet southeast of the project site. Figure 1 shows the location of the project site in the region and Figure 2 depicts the location of the site in its neighborhood context.

The proposed project is an annexation of the 19.02-acre site, which would not include any physical changes to the project site or surrounding area. Therefore, no roadway design features are associated with this proposed project that would result in an increase in hazards due to a design feature or be an incompatible use or create inadequate emergency access. Furthermore, neither level of service nor vehicle miles traveled standards would be exceeded, and the project would not conflict with applicable plan, ordinance, or policy addressing the circulation system. The project would comply with all applicable policies in the General Plan, which includes Policy Circ 1.1.6 (Pursue and provide adequate right-of-way to accommodate future circulation system improvements). Therefore, no impact would occur.

NO IMPACT

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18 Tribal Cultural Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in a Public Resources Code Section 21074 as either a site, feature, place, or cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?	☐	☐	☐	☒
b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☐	☒

- a. *Would the project cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code Section 21074 that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?*
- b. *Would the project cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code 21074 that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1?*

The project site is currently developed with a senior living facility. The proposed annexation would not involve development changes, construction, or improvements to the project site and the project site would continue to be used as a senior living facility. On February 21, 2024, the City of Duarte mailed a notice of tribal consultation to seven tribes: Gabrieleño Band of Mission Indians - Kizh Nation; Gabrieleño/Tongva San Gabriel Band of Mission Indians; Gabrielino /Tongva Nation;

Gabrielino Tongva Indians of California Tribal Council; Gabrielino-Tongva Tribe; Santa Rosa Band of Cahuilla Indians; and Soboba Band of Luiseno Indians. On May 2, 2024, the Gabrieleño Band of Mission Indians - Kizh Nation requested consultation; however, because no ground disturbance or construction would occur, the request for consultation was rescinded and consultation was concluded on May 7, 2024. Because the project is an annexation of the site requiring no ground disturbance or construction, the project would not impact tribal cultural resources.

NO IMPACT

19 Utilities and Service Systems

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Would the project:				
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☐	☒
c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☐	☒
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☒

- a. *Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?*
- b. *Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?*
- c. *Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?*

- d. *Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?*
- e. *Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?*

The project site is currently developed with a senior living facility. Water services on the project site would continue to be provided by California American Water, which has capacity to provide adequate water supply for the existing senior living facility. Wastewater services would continue to be provided by Los Angeles County Sanitation District, and solid waste services would switch from Ware Disposal to Burrtec Waste Services. The project would not require additional service for sewage disposal, water, or solid waste disposal, beyond the current services in use by the existing residences and facilities within the project site. The City of Duarte's utilities and service systems would not be affected by the project. Therefore, impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

20 Wildfire

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d. Expose people or structures to significant risks, including downslopes or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒
a. <i>If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project substantially impair an adopted emergency response plan or emergency evacuation plan?</i>				
b. <i>If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project, due to slope, prevailing winds, and other factors, exacerbate wildfire risks and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?</i>				
c. <i>If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?</i>				

- d. *If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project expose people or structures to significant risks, including downslopes or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?*

According to the California Department of Forestry and Fire Protection State Responsibility Area map, the project site is not within a State Responsibility Area or Local Responsibility Area (LRA) classified as very high fire hazard severity zone (CalFire 2024). However, land directly surrounding the project site are classified as very high fire hazard severity zone in an LRA. Furthermore, as discussed in Section 7, *Geology and Soils*, portions of the project site are within a landslide zone. However, because the project would not involve development changes, construction, or improvements to the project site or the surrounding area, the project would not substantially impair an adopted emergency response plan or emergency evacuation plan; exacerbate wildfire risks and thereby expose residents of the senior living facility to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire due to slope, prevailing winds, and other factors; require the installation or maintenance of associated infrastructure that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment; or expose people or structures to significant risks, including downslopes or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes. Therefore, no impact would occur.

NO IMPACT

21 Mandatory Findings of Significance

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Does the project:				
a. Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☐	☒
b. Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☒	☐
c. Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☐	☒

- a. *Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?*

The project site is currently developed with a senior living facility. The proposed annexation would not involve development changes, construction, or improvements to the project site and the project site would continue to be used as a senior living facility. Therefore, the project would not impact the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory. No impact would occur.

NO IMPACT

- b. *Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?*

The project site is currently developed with a senior living facility. The proposed annexation would not involve development changes, construction, or improvements to the project site and the project site would continue to be used as a senior living facility. Therefore, the project would not contribute to a cumulatively considerable impact.

LESS-THAN-SIGNIFICANT IMPACT

- c. *Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?*

No significant impacts have been identified in this Initial Study for the proposed project. The proposed annexation would result in no development changes, construction, or improvements to the project site and the project site would continue to be used as a senior living facility. Therefore, the project would not cause adverse effects on human beings, either directly or indirectly. Accordingly, no impact would occur.

NO IMPACT



Royal Oaks Annexation

Final Initial Study – Negative Declaration

prepared by

City of Duarte

Planning Division, Department of Community Development

1600 Huntington Drive

Duarte, California 91010

Contact: Mena Abdul-Ahad, Associate Planner

prepared with the assistance of

Rincon Consultants, Inc.

250 East 1st Street, Suite 1400

Los Angeles, California 90012

September 2024



RINCON CONSULTANTS, INC. SINCE 1994

Royal Oaks Annexation

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1 Introduction

This Final Initial Study – Negative Declaration (IS-ND) has been prepared for the City of Duarte (hereafter referred to as “City” or “Duarte”) for the Royal Oaks Annexation Project (hereafter referred to as “proposed project” or “project”). This Final IS-ND has been prepared in conformance with the California Environmental Quality Act (CEQA) of 1970 statutes (California Public Resources Code, Section 21000 et. seq., as amended) and implementing guidelines (California Code Regulations, Title 14, Section 15000 et. seq.).

The IS-ND was circulated for a 30-day public review period that began on July 27, 2024, and ended on August 26, 2024. The City has the principal responsibility for approval of the project and is therefore considered the lead agency under CEQA Section 21067.

1.1 Format of the Final IS-ND

The Final IS-ND consists of the following four sections:

- **Introduction.** This section summarizes the contents of the Final IS-ND, the environmental review process, and provides a summary of the project characteristics.
- **Response to Comments.** During the public review period for the IS-ND, written comment letters were received. This section contains the comment letters for the IS-ND and the City’s responses to the comments.

1.2 Summary of the Project

The following is a summary of the full project description, which can be found in Section 11, *Description of Project*, of the IS-ND.

The project site is located in unincorporated County of Los Angeles lands and within the City of Bradbury’s Sphere of Influence (SOI). HumanGood SoCal (applicant) is proposing the annexation of the 19.02-acre property to the City of Duarte. As part of the annexation process, the applicant is proposing to amend the City’s General Plan to designate the project site as Institutional and pre-zone the project site as Institutional. The new Institutional zone allows for senior residential, lifetime care communities, and associated uses with a maximum floor area ratio of 1.0 and a maximum building height of 75 feet.

As described in Section 6, *Description of Project Site*, of the IS-ND, the entire project site is developed with a senior living facility, Royal Oaks Manor. The proposed annexation would result in no development changes or improvements to the project site and the project site would continue to be used as a senior living facility. Table 1 provides the existing service provider and proposed service provider for the senior living facility on the project site.

Table 1 Existing and Proposed Municipal Services

Municipal Service	Existing Service Provider	Proposed Service Provider
Animal Control	County of Los Angeles Department of Animal Care and Control	Duarte Public Safety
Fire & Emergency Medical	Los Angeles County Fire Department	Los Angeles County Fire Department
Flood Control	Los Angeles County Flood Control District	Los Angeles County Flood Control District
Library	Los Angeles County Library	Los Angeles County Library
Mosquito and Vector Control	San Gabriel Valley Mosquito and Vector Control District	San Gabriel Valley Mosquito and Vector Control District
Park and Recreation	Los Angeles County Department of Parks and Recreation	City of Duarte Parks and Recreation
Planning	County of Los Angeles Department of Regional Planning	City of Duarte Planning Division
Police	Los Angeles County Sheriff	Los Angeles County Sheriff
Road Maintenance	Los Angeles County Public Works	City of Duarte Public Works
Solid Waste	Ware Disposal	Burrtec Waste Services
Street Lighting	Los Angeles County Public Works	City of Duarte Public Works
Water	California American Water	California American Water
Wastewater	Los Angeles County Sanitation District	Los Angeles County Sanitation District
Building Permits	Los Angeles County Department of Building & Safety	City of Duarte Community Development

The proposed annexation would allow the Royal Oaks residents to participate in local elections and access local amenities as residents of the City of Duarte.

2 Responses to Comments

This section includes comments received during public circulation of the IS-ND prepared for the Royal Oaks Annexation Project.

The IS-ND was circulated for a 30-day public review period that began on July 27, 2024, and ended on August 26, 2024. The City of Duarte Planning Division received two comment letters on the IS-ND. The commenters and the page number on which each commenter’s letter appears are listed below.

Letter No. and Commenter		Page No.
1	Gabrielino Tongva Indians of California	2-2
2	David Szymkowski	2-5

The comment letters and responses follow. The comment letters are numbered sequentially, and each separate issue raised by the commenter, if more than one, has been assigned a number. The responses to each comment identify first the number of the comment letter, and then the number assigned to each issue (Response 1.1, for example, indicates that the response is for the first issue raised in Comment Letter 1).

Lauren Reese

From: Mena Abdul Ahad <mabdulahad@accessduarte.com>
Sent: Tuesday, August 6, 2024 11:24 AM
To: John Moreland; Jerry Hittleman; Marissa Ritter; Lauren Reese; Susanne Huerta
Cc: Craig Hensley
Subject: [EXT] Fwd: Royal Oaks Annexation

CAUTION: This email originated from outside of Rincon Consultants. Be cautious before clicking on any links, or opening any attachments, until you are confident that the content is safe .

Hi Team!

See the email below. I've already responded letting them know there will be zero ground disturbance. Please add that we received the email in the staff report.

Thank you,

Mena Abdul-Ahad

*Associate Planner I Community Development Department
City of Duarte I 1600 Huntington Drive I Duarte CA 91010
(626) 357-7931 ext. 238*

Closed Every Friday

----- Forwarded message -----

From: Christina Marsden Conley [REDACTED]
Date: Tue, Aug 6, 2024 at 10:00 AM
Subject: Royal Oaks Annexation
To: <mabdulahad@accessduarte.com>

Good morning,

We are in receipt of your project. There is concern regarding the site location as it sits within known tribal cultural resources. We would advise a cultural report be performed and mitigation measures adopted before any ground disturbances.

Please keep us notified on the progress and next steps.

Take care,

Christina

tehoovet taamet

CHRISTINA CONLEY

•Tribal Cultural Resource Administrator Under Tribal Chair, Robert Dorame

•UCLA Scholar-in-Residence

•Catalina Tribal Coalition

•California Coalition of State Tribes, Executive Board

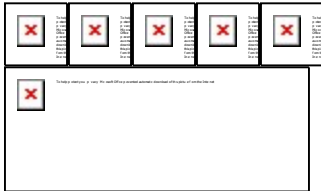
https://file.lacounty.gov/SDSInter/lac/1137966_AREPORTONHARMSCountyofLosAngeles.pdf

GABRIELINO TONGVA INDIANS OF CALIFORNIA

The Gabrielino Tongva Indians of California tribe is traditionally and culturally recognized in the State of California Bill AJR96 as the aboriginal tribe to encompass the entire Los Angeles Basin area to Laguna Beach, extending to the Channel Islands of Santa Catalina, San Nicholas and San Clemente Islands



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Letter 1

COMMENTER: Gabrielino Tongva Indians of California

DATE: August 6, 2024

Response 1.1

The commenter raises concerns of tribal cultural resources within the project site location and advises a cultural report to be prepared and mitigation measures adopted before any ground disturbances.

As discussed in Section 18, *Tribal Cultural Resources*, of the IS-ND, the proposed annexation of the project site into the City of Duarte does not include any ground disturbance or construction activities. Therefore, the project would not impact tribal cultural resources. As a result, no cultural report or mitigation measures are necessary for this project.

Lauren Reese

To: Mena Abdul Ahad; Marissa Ritter; Susanne Huerta; Jerry Hittleman
Subject: RE: [EXT] Fwd: Question about 1763 Royal Oaks Drive North annexation

From: David Szymkowski [REDACTED]
Date: Mon, Aug 19, 2024 at 9:49 AM
Subject: Question about 1763 Royal Oaks Drive North annexation
To: <mabdualahad@accessduarte.com>

Dear Ms. Abdul-Ahad,

Thank you for your letter about the public hearing on the possible annexation of 1763 Royal Oaks Drive North into Duarte.

The letter included a map, but the actual borders of the property were not clear. I would like to see the exact property lines of Royal Oaks. For example, that thick blue property line is drawn entirely on top of Woodlyn Lane (including the entry gate into our community) and also crosses into the property of many lots in Bradbury surrounding Royal Oaks. Also, there is a road and gate (Deodar Lane) at the top of the Royal Oaks property that you have included in the annexation map. I understand that is a crude map, but surely these are not really being considered for annexation.

Well before the public hearing, Bradbury and Duarte residents need to see the surveyor's map highlighting exactly what the property lines are, to understand how it affects surrounding roads and properties. We need this to understand the implications for both our cities and for the residents affected by this proposal.

I am also curious if you have made Bradbury's city council and planning commission aware of the plans, and if they have the actual maps of the proposed annexation. To my knowledge, they haven't mentioned this to our city's residents yet.

Thank you,

David Szymkowski
[REDACTED]
[REDACTED]

2-1



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Letter 2

COMMENTER: David Szymkowski

DATE: August 19, 2024

Response 2.1

The commenter expresses concern about the property lines on the map provided in the NOI/Public Hearing Notice for the project are unclear and requests a detailed surveyor's map to clarify the boundaries, such as along Woodlyn Lane and Deodar Lane. The commenter also inquires whether Bradbury's City Council and Planning Commission have been informed and if they have received accurate maps, noting that Bradbury's residents have not been updated on the plans.

The City of Duarte sent the commenter two parcel maps on August 19, 2024, that indicate the access easement on Woodlyn Lane and clarify the boundary line along Deodar Lane. Additionally, the City will confirm that Bradbury's City Council and Planning Commission have received accurate and detailed maps and will ensure that the Bradbury residents are informed about the project and any changes that may affect them.

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List of Preparers

Rincon Consultants, Inc. prepared this IS-ND under contract to the City of Duarte. Persons involved in data gathering analysis, project management, and quality control are listed below.

Rincon Consultants, Inc.

Susanne Huerta, Director-in-Charge
Lauren Reese, Project Manager
Jordan Parrish, MPP, Environmental Planner

RESOLUTION NO. 24-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE APPROVING GENERAL PLAN AMENDMENT 24-01, AMENDING THE LAND USE ELEMENT (CHAPTER 5) BY ADDING THE INSTITUTIONAL LAND USE DESIGNATION, UPDATING TABLES LU-3 AND LU-4 AND UPDATING THE LAND USE DIAGRAM TO ADD THE PROPERTY AT 1763 ROYAL OAKS NORTH TO THE CITY'S GENERAL PLAN MAP WITH THE INSTITUTIONAL DESIGNATION.

WHEREAS, the City Council has considered the proposed General Plan Amendment 24-01, an amendment to the Land Use Element of the City's General Plan by adding the Institutional land use designation, updating Tables LU-3 and LU-4 and updating the Land Use Diagram to add the Institutional designation and adding the property at 1763 Royal Oaks to the City's General Plan Map with the Institutional land use designation all associated with the annexation of the property into the City of Duarte;

WHEREAS, notice of a public hearing on the proposed General Plan Amendment was given in accordance with applicable law; and

WHEREAS, on September 16, 2024, the Planning Commission held a duly noticed public hearing on the proposed General Plan Amendment, whereupon the Planning Commission received public testimony and recommend approval of the project;

WHEREAS, On October 8, 2024, the City Council held a duly noticed public hearing on the proposed General Plan Amendment, received and considered the staff report and all of the information, evidence, and testimony presented in connection with the foregoing; and

WHEREAS, an Initial Study and Negative Declaration was prepared for the project in accordance with the California Environmental Quality Act statutes, regulations and guidelines relating to Initial Studies and Negative Declarations and determined that there is no substantial evidence that the project will have a significant effect on the environment; and

NOW, THEREFORE, the City Council of the City of Duarte, based on the preceding findings, hereby forwards the General Plan Amendment to the City Council with recommendation of approval of General Plan Amendment 24-01, and resolves as follows:

SECTION 1. RECITALS

All the facts set forth in the Recitals of this Resolution are true and correct and incorporated herein by this reference.

SECTION 2. FINDINGS FOR GENERAL PLAN AMENDMENT

The City Council finds and determines as follows: findings for General Plan Amendment, as set forth in DDC Section 19.142.060.A, as:

1. The amendment is internally consistent with all other provisions of the Duarte General Plan;

The project conforms to the goals and objectives of the General Plan by establishing a designation that will accommodate a range of uses and development. Furthermore, the project meets the goals and objectives of the General Plan, Land Use Goal 1 by maintaining a balanced community consisting of various residential housing types. The land use of Institutional will provide a variety of uses to complement the surrounding developments.

2. The amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;

The project will create a new land use designation, which allows for a variety of Institutional uses and development such as adult residential care facilities, which is consistent with the existing use currently on site. The amendment will not be detrimental to the public interest, health, safety convenience, or welfare of the City.

3. The affected site is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

The proposed amendment will allow for the creation of the Institutional (I) Zone. The existing site is adequate to accommodate the uses allowed in the Institutional zone. The Institutional designation is intended to provide the development and enhancement of residential retirement communities and facilities that could provide on-site medical support and care. This designation will also incorporate standards for cultural institutions, multi-family residential, offices for non-profits, and secondary uses associated with Institutional uses. The site is adjacent to Royal Oaks Drive and regional vehicular access to the site is provided by I-210 and I-605. The existing site is designed to accommodate proper public and emergency personnel and will be adequately served by existing utilities. The amendment will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 3. AMENDMENT TO CHAPTER 5 - LAND USE ELEMENT

The City Council finds and determines as follows:

1. Amending Chapter 5, (between Open Space Uses and Specific Plan areas, currently page 17) of the City's General Plan Land Use Element to include the Institutional designation:

Institutional Land Use: The Institutional designation is intended to provide the development and enhancement of residential retirement communities and facilities that could provide on-site medical support and care. This designation will also incorporate standards for cultural institutions, private schools, museums, churches, and other similar uses.

2. Amending Chapter 5 of the City's General Plan Land Use Element Table LU-3 (General Plan and Zoning Consistency) to include the Institutional designation:

**Table LU-3
General Plan and Zoning Consistency**

Land Use Designation	Corresponding Zoning Districts	Acres
Very Low Density Residential	R-1F, R-1D, R-1B	120
Low Density Residential	R-1A, R-1	645
Medium Density Residential	PUD, R-MH, R-2, R-3	89
High Density Residential	R-4	52
Administrative Professional	C-P	4
Neighborhood Commercial	C-1	3
General Commercial	C-2	92
Hospital	H	78
R&D	R&D	15
Industrial	M-1	53
Institutional	I	19
Public School	P-F	80
City Owned Facilities	P-F	12
County Owned Facilities	P-F	2
Edison, Flood Control, Railroad	O	95
Streets and Freeway	None	478
Parks	O	39
Wilderness Areas	O	422
National Forest	O	1,909
Planned Communities and Areas	Varies	131
Town Center Mixed Use Area	SP	75
Duarte Station TOD Area	SP	20
City of Hope Area	SP	116
Total Acres		4,369

Note: a factor of .0015625 is used to convert acres to square miles. 4,369 acres = 6.8 sq. miles

3. Amending Chapter 5, of the City's General Plan Land Use Element Table LU-4 (Density, Population Estimates and Intensity Potentials) to include the Institutional designation:
- 4.
- 5.

**Table LU-4
Density, Population Estimates and Intensity Potentials**

LAND USE DESIGNATION	ANTICIPATED DEVELOPMENT		ACRES	ESTIMATED DWELLING UNITS	ESTIMATED POPULATION	ESTIMATED SQ. FT. NON-RES*
	DU/ACRE	FAR/ACRE				
Residential Land Use Classification						
Very Low Density	2.5	N/A	120	300	990	N/A
Low Density	6	N/A	645	3,870	12,771	N/A
Medium Density	15	N/A	89	1,335	4,406	N/A
High Density	23	N/A	52	1,196	3,947	N/A

Commercial Land Use Classification						
Neighborhood	N/A	.25:1	3	N/A	N/A	32,670
General	N/A	.5:1	92	N/A	N/A	2,003,760
Administrative Professional	N/A	.5:1	4	N/A	N/A	87,120
Hospital Use Classification						
Hospital	N/A	1.5:1	78	N/A	N/A	5,096,520
R&D	N/A	1.5:1	15	N/A	N/A	980,100
Industrial Use Classification						
Industrial	N/A	.5:1	53	N/A	N/A	1,154,340
Public/Quasi Public Classification						
Public School	N/A	N/A	80	-	-	-
City owned facilities	N/A	N/A	12	-	-	-
County Owned facilities	N/A	N/A	2	-	-	-
Utility easements	N/A	N/A	95	-	-	-
Streets, Freeway	N/A	N/A	478	-	-	-
Open Space Classification						
Parks	N/A	N/A	39	-	-	-
Wilderness Area	N/A	N/A	422	-	-	-
National Forest	N/A	N/A	1,909	-	-	-
Institutional Classification						
Institutional	N/A	N/A	19	226	746	-
Specific Plan Areas Classification						
Planned community and areas **	N/A	N/A	131	716	2,363	333,561
Town Center Mixed Use Area	Varies	Varies	See Town Center Specific Plan			
Duarte Station TOD Area	Varies	Varies	See Duarte Station Specific Plan			
City of Hope Area	Varies	Varies	See City of Hope Specific Plan			
Total			4,369	7,928	26,164	9,953,071

*Note: Estimated residential dwelling units use California Department of Finance population of 3.3 persons per household (June 2006). * Estimated sq. ft. non-residential is based on the FAR. ** The Planned Community and Areas designation refers to projects already approved. These are either residential or commercial projects and are not mixed-use developments. As a result, they are counted in the respective residential or commercial land use category.*

SECTION 4. AMENDMENT TO THE GENERAL PLAN MAP

The City Council finds and determines as follows:

Amending the City's General Map to include property boundaries of 1763 Royal Oaks North and associated street area, totaling approximately 18.37 acres, as shown in Exhibit A.

SECTION 5. CEQA DETERMINATION

The City Council has considered the potential environmental effects and, on the basis of the whole record, finds that there is no substantial evidence that the project will have a significant effect on the environment. The foregoing determination, which reflects the independent analysis and independent judgment of the City Council, is based on the information in the record.

PASSED, APPROVED, and ADOPTED this 8th day of October 2024.

Vinh Truong
Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

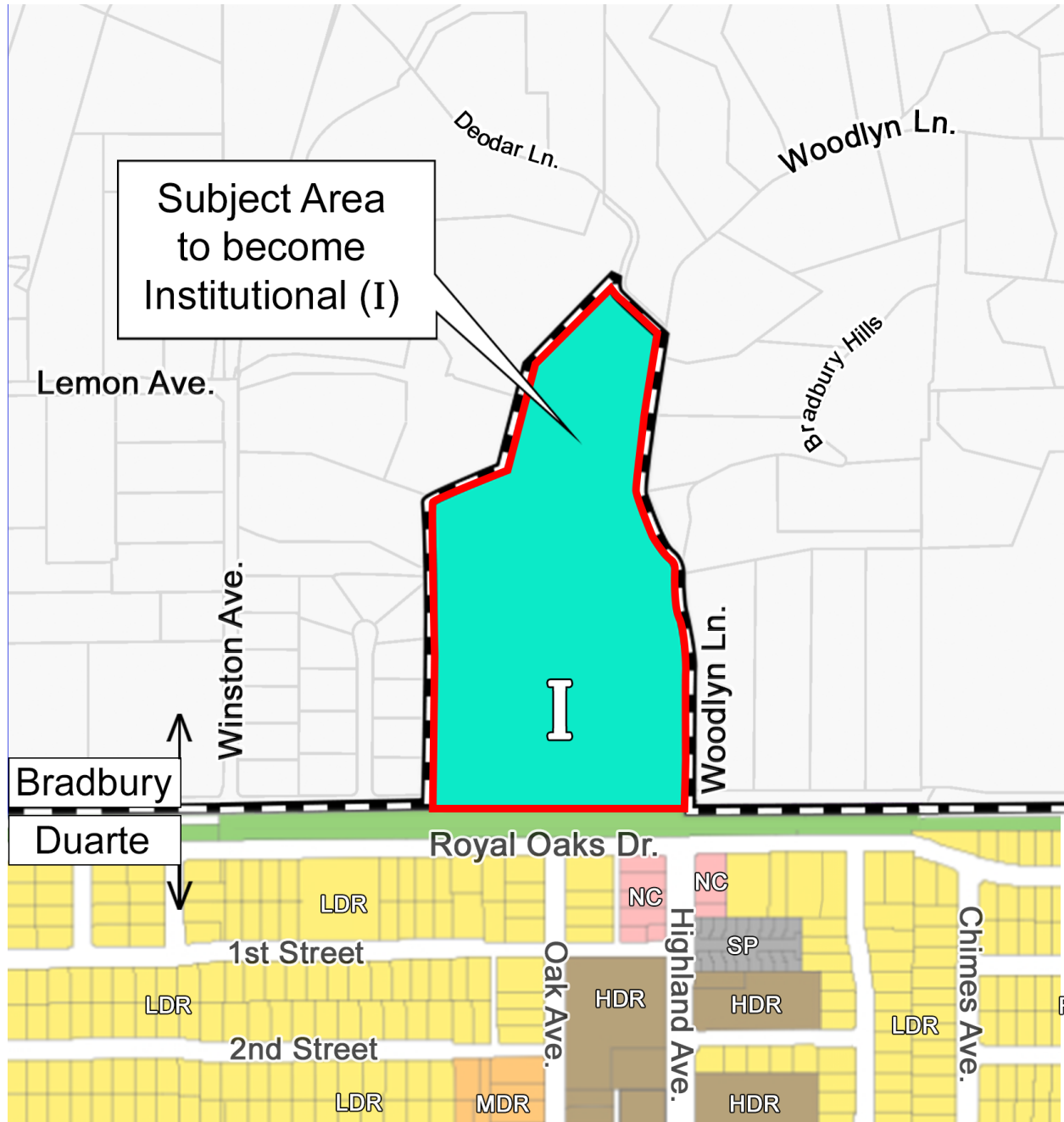
I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 24-20 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 8th day of October 2024, by the following vote:

AYES:
 NOES:
 ABSTAIN:
 ABSENT:

Annette Juarez
City Clerk

EXHIBIT A

General Plan Amendment 24-01



ORDINANCE NO. 924

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADOPTING MUNICIPAL CODE AMENDMENT 24-01, AMENDING ARTICLE 2 BY ADDING CHAPTER 19.24 INSTITUTIONAL (I) ZONE TO THE DUARTE DEVELOPMENT CODE

WHEREAS, the City Council has considered the proposed Municipal Code Amendment 24-01, an amendment to Article 2 by adding Chapter 19.24 Institutional (I) Zone to the Duarte Development Code;

WHEREAS, notice of a public hearing on the proposed amendment was given in accordance with applicable law; and

WHEREAS, on October 8, 2024, the City Council held a duly noticed public hearing on the Municipal Code Amendment, whereupon the City Council received additional public testimony; and

WHEREAS, the City Council received and considered the staff report and all of the information, evidence, and testimony presented in connection with the foregoing.

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

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

SECTION 2. The City Council and determines that the proposed Code amendment is in the best interests and welfare of the City and its residents.

SECTION 3. The City Council finds and determines that the proposed Code amendment to Article 2 is consistent with the City's General Plan.

SECTION 4. The City Council recommends that Chapter 19.24 be added to Article 2 of the Duarte Development Code as shown in Exhibit A.

SECTION 5. The City Council finds that the Initial Study and Negative Declaration fully complies with the requirements of CEQA and the CEQA Guidelines relating thereto.

SECTION 6. The City Council has considered the potential environmental effects and, on the basis of the whole record, finds that there is no substantial evidence that the project will have a significant effect on the environment. The foregoing determination, which reflects the independent analysis and independent judgment of the City Council, is based on the information in the record.

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

and shall cause this Ordinance to be published using the alternative summary and posting procedure authorized under Government Code Section 36933(c).

THE FOREGOING ORDINANCE IS PASSED, APPROVED, AND ADOPTED by a vote of no less than a majority of City Council at a regular meeting of the City Council of the City of Duarte held on the 8th day of October 2024.

Vinh Truong, Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Ordinance No. 924 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 8th day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

Annette Juarez
City Clerk

Exhibit “A”

Chapter 19.24 Institutional Zone (I)

19.24.010 Purpose of Institutional Zone

The purpose of the Institutional (I) zone is to provide for private institutional uses including but not limited to private schools and colleges and associated uses and facilities; community care facilities; residential care facilities for children and the elderly and associated buildings and uses; private hospitals; cemeteries; and places of religious assembly and associated purposes. Except as specifically provided elsewhere in this title, any and every building and premises or land in an I zone shall be used for or occupied and every building moved into or within the I zones exclusively in accordance with a master plan for the ultimate development of the area and only in accordance with Chapter 19.02 of this code, the Duarte general plan, and with the regulations set forth in this chapter.

19.24.020 Land Uses and Permit Requirements

A. *Allowed land uses.*

1. Table 2-16 indicates the uses allowed within the Institutional zone and any permits required to establish the use, pursuant to [Article 7](#) (Permit Processing Procedures) and [Article 8](#) (Development Code Administration).
2. See [Article 9](#) for land use definitions.
3. Institutional uses represent the primary allowed use, and only those additional uses that are complementary to, and can exist in harmony with, the institutional character of this zone may be allowed as accessory, conditionally permitted, and/or temporary uses. Accessory uses deemed appropriate may only be permitted when provided as a secondary use on property for which a legally permitted/allowed institutional structure exists or is proposed in conjunction with establishment of the accessory use, except as may be otherwise allowed in [Article 6](#) (Nonconformities).
4. Land uses that are not listed in Table 2-16 or are not shown in a particular zone are not allowed (see Uses Not Classified in [Section 19.04.040](#)), except as otherwise provided by [Section 19.04.020](#) (Rules of Interpretation).
5. Late-night and 24-hour uses, as defined in Article 9 (Definitions) do not require any particular use regulations in the I zone, except as may be imposed through any required discretionary permit.

Table 2-16 Allowed Uses and Permit Requirements	Institutional Zone Permit Requirements
	P = Permitted By Right

	A = Permitted as Accessory Use MUP = Minor Use Permit CUP = Conditional Use Permit — = Not Allowed	
Land Use	I	Specific Use Regulations
General Uses		
Residential Care Facility (Seniors)	CUP	
Adult Residential Care Facilities	CUP	
Cultural Institutions	CUP	
Assembly/Meeting Facilities	A	
Studio — Art, Dance, Martial Arts, Music	A	
Arboretums or botanical gardens	CUP	
Cemeteries	CUP	
Places of Religious Assembly	CUP	
Emergency shelter, supportive housing, and transitional housing	CUP	
Educational facilities for primary, junior, high school and collegiate level students	CUP	
Student group quarters, student dormitories and apartments, and other student housing facilities when associated with a school	CUP	
Retail or Personal Service (General) under 1,000 sf.	A	
Retail or Personal Service (General) over 1,000 sf.	CUP	
Accessory Structures and Uses	A	See 19.60.020 (Accessory Uses)
On-site offices		
Storage		

Unattended Guard Stations		
Dog runs		
Supporting Utility Facilities (e.g. HVAC)		
Alcohol Sales (on-sale), Accessory Only	CUP	See 19.60.030 (Alcohol Beverage Sales Business)
Temporary Uses	See Chapter 19.124 (Temporary Use Permits)	
Utilities	CUP	

B. *Master Plan in Lieu of a Conditional Use Permit.* The Community Development Director may allow a Master Plan in lieu of a conditional use permit on development pieces where a Master Plan provides improved site development. This may be to allow a better approach to: phased buildout, a mix of uses and similar factors. A Master Plan in the Institutional zone shall be processed in the same manner as a conditional use permit.

19.24.030 Development Standards

New land uses and structures, and alterations to existing land uses and structures, shall be designed, constructed, and/or established in compliance with the minimum requirements in Table 2-17, unless a Master Plan or Specific Plan has been approved, and the development standards in [Article 3](#) (Regulations Applicable to All Zones). Standards for accessory structures are set forth in [Chapter 19.34](#) (Accessory Structures).

TABLE 2-17 DEVELOPMENT STANDARDS FOR INSTITUTIONAL ZONE		
Development Feature (minimum unless otherwise indicated)	I	Additional Requirements
Lot Dimensions		
Lot Area - minimum	1 acre	
Lot Width - minimum	125 ft	
Lot Depth	200 ft	
Height – maximum	75 ft Any structure over 35 ft requires a 50 ft front, side, and rear setback.	See 19.32.040 for measurement and exceptions.
Setback (minimum)		

Front or adjacent to a street	20 ft	
Side (interior, each)		
Abutting nonresidential	5 ft	
Abutting residential	15 ft	
Side (street side)	10 ft	
Rear		
Abutting alley	15 ft	
Abutting nonresidential	15 ft	
Abutting residential	15 ft	

19.24.040 - Accessory structures.

Accessory structures are permitted subject to the development standards set forth in [Chapter 19.34](#) (Accessory Structures) of this Code.

19.24.050 Fence and Walls

- A. *Maximum height.* The maximum allowed wall/fence height in the Institutional zone shall be 8 feet.
- B. *Buffer wall required.* Where a lot line of an Institutional zone abuts a property zoned for residential use, a minimum six-foot-high wall shall be required, except for any portion in a required yard abutting a street. Architectural and other treatment of the wall is required pursuant to Chapter 19.44 (Architectural and Design Standards).
- C. *Fence/wall plan approval required.* Any proposal for fences or walls must be approved by the Community Development Director or designee.
- D. *Compliance with Chapter 19.36.* Unless in conflict with this subchapter, all other portions of Chapter 19.36 (Fences, Walls, and Hedges) apply.

19.24.060 Signage

Signage development standards for the Institutional zone shall reference subchapter 19.42.150. All other applicable sections of Chapter 19.42 (Signs) shall also apply.

19.24.070 Additions to Existing Facilities.

Minor additions to existing permitted buildings shall not be subject to a conditional use permit of master plan process, as listed in Section 19.24.020, unless specifically required in the approval of the building or development. For the purposes of this section, minor additions are defined as tenant improvements, changes of use, new buildings of 1,000 square feet or less, or additions of up to 1,000 square feet or 5% of the existing building area on the property, whichever is greater.

19.24.080 Other applicable regulations.

In addition to the requirements contained in this Chapter 19.24 (Institutional Zone), regulations contained in the following Chapters may apply to development in the I zone.

[Chapter 19.32](#), Site Planning and General Development Standards.

[Chapter 19.34](#), Accessory Structures.

[Chapter 19.36](#), Fences, Walls, and Hedges.

[Chapter 19.38](#), Off-Street Parking Regulations and Design.

[Chapter 19.40](#), Landscaping.

[Chapter 19.42](#), Signs.

[Chapter 19.44](#), Architectural and Design Standards.

[Chapter 19.48](#), Property Maintenance.

[Chapter 19.50](#), Performance Standards.

[Chapter 19.52](#), Sustainable Development

Practices.

[Chapter 19.60](#), Standards for Specific Uses (Accessory Uses, Home Occupations, Horse Keeping, Large and Small Family Day Care Facilities, Places of Religious Assembly, Accessory Dwelling Units, Wireless Communication Facilities, and Low-Barrier Navigation Centers)

[Article 4](#), Standards for Specific Land Uses and Activities.

ORDINANCE NO. 925

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADOPTING ZONE CHANGE 24-01 REZONING THE PROPERTY AT 1763 ROYAL OAKS DRIVE NORTH TO THE INSTITUTIONAL ZONING DESIGNATION AND MODIFY CHAPTER 19.06 OF THE DUARTE DEVELOPMENT CODE INCLUDING TABLE 1-1 AND THE CITY OF DUARTE ZONING MAP TO INDICATE THE CHANGE

WHEREAS, Chapter 19.142.020 of the Duarte Development Code addresses the Zone Change process and Zone Change (ZC 24-01) will amend the Chapter 19.06 and the Zoning Map as set forth in Exhibit A, to change the zoning designation of the property at 1763 Royal Oaks Map to an Institutional designation; and

WHEREAS, the City Council has considered the proposed Annexation, General Plan Amendment, Municipal Code Amendment and Negative Declaration for the property at 1763 Royal Oaks Drive North; and

WHEREAS, the City Council, in connection with the implementing actions necessary for the annexation of the property at 1763 Royal Oaks Drive North, has considered proposed Zone Change 24-01 to rezone the property to Institutional and to amend the City of Duarte Zoning Map; and

WHEREAS, an Initial Study and Negative Declaration was prepared for the project in accordance with Initial Study and Negative Declaration and determined that there is no substantial evidence that the project will have a significant effect on the environment; and

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

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

SECTION 2. The Zoning Map is amended as provided in Attached Exhibit A.

SECTION 3. Table 1-1 of Chapter 19.06 of the Duarte Development Code is amended as follows to add Institutional Zone as a Special Purpose Zone:

Table 1-1 ZONING DISTRICTS IMPLEMENTING THE GENERAL PLAN		
Zoning Map Symbol	Zone Description	Corresponding General Plan Land Use Designation
Residential Zones:		

R-1B R-1D R-1E R-1F	Single Family Residential (10,000 sf) Single Family Residential (20,000 sf) Hillside Single Family Residential (20,000 sf) Non-Hillside Single Family Residential (80,000 sf)	Very Low Density
R-1 R-1 A	Single Family Residential (6,500 sf) Single Family Residential (7,500 sf)	Low Density
R-2 R-3 R-MH	Two-Family Residential Multiple-Family Medium Density Residential Mobile Home Residential	Medium Density
R-4	Multiple-Family High Density Residential	High Density
Commercial Zones:		
C-G	Commercial – General	Neighborhood Commercial; General Commercial
C-F	Commercial – Freeway	General Commercial
C-P	Commercial – Professional	Administrative Professional; R&D
H	Hospital	Hospital
Industrial Zones:		
M	Light Manufacturing	Industrial
Special Purpose Zones:		
I	Institutional	Institutional
P-F	Public Facilities Zone	School; Public/Quasi Public; Utility
O	Open Space	Open Space; Parks; Wilderness/Forests
SP	Specific Plan	All; City Center; Gold Line Station

SECTION 4. Based upon substantial evidence presented to the City Council during the public hearing, including written staff reports and verbal testimony, the City Council hereby finds and determines:

1. The proposed Zone Change to Institutional (I) is intended to encourage the highest and best use for the subject property and be in the best interests and welfare of the City and its residents.
2. The proposed Zone Change is internally consistent with all other provisions of the General Plan. The Land Use Element of the General Plan promotes several goals that

support this zone change such as Land Use Element Goal 2 that seeks compatible and harmonious land use by providing a mix of uses consistent with projected future social, environmental and economic conditions. Land Use Element Goal 3 provides policy direction to provide unique areas to better serve the needs of Duarte residents and businesses.

3. The proposed Zone Change will not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The purpose of the proposed Zone Change is relates to the Annexation of a property that contains the Royal Oaks senior living facility that provides life care living opportunities to senior citizens. The facility operates compatibly with the intent of the Institutional zone and will be a beneficial addition to the residential fabric of the City of Duarte.

4. The proposed Zone Change is internally consistent with other applicable provisions of this Development Code.

5. The affected properties are physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. The City studied the physical suitability of the property and adjacent environs as part of the annexation process.

SECTION 5. The City Council has considered the potential environmental effects and, on the basis of the whole record, finds that there is no substantial evidence that the project will have a significant effect on the environment. The foregoing determination, which reflects the independent analysis and independent judgment of the City Council is based on the information in the record.

SECTION 6. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published using the alternative summary and posting procedure authorized under Government Code Section 36933(c).

THE FOREGOING ORDINANCE IS PASSED, APPROVED, AND ADOPTED by a vote of no less than a majority of City Council at a regular meeting of the City Council of the City of Duarte held on the 8th day of October 2024.

Vinh Truong, Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Ordinance No. 925 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 8th day of October 2024, by the following vote:

AYES:

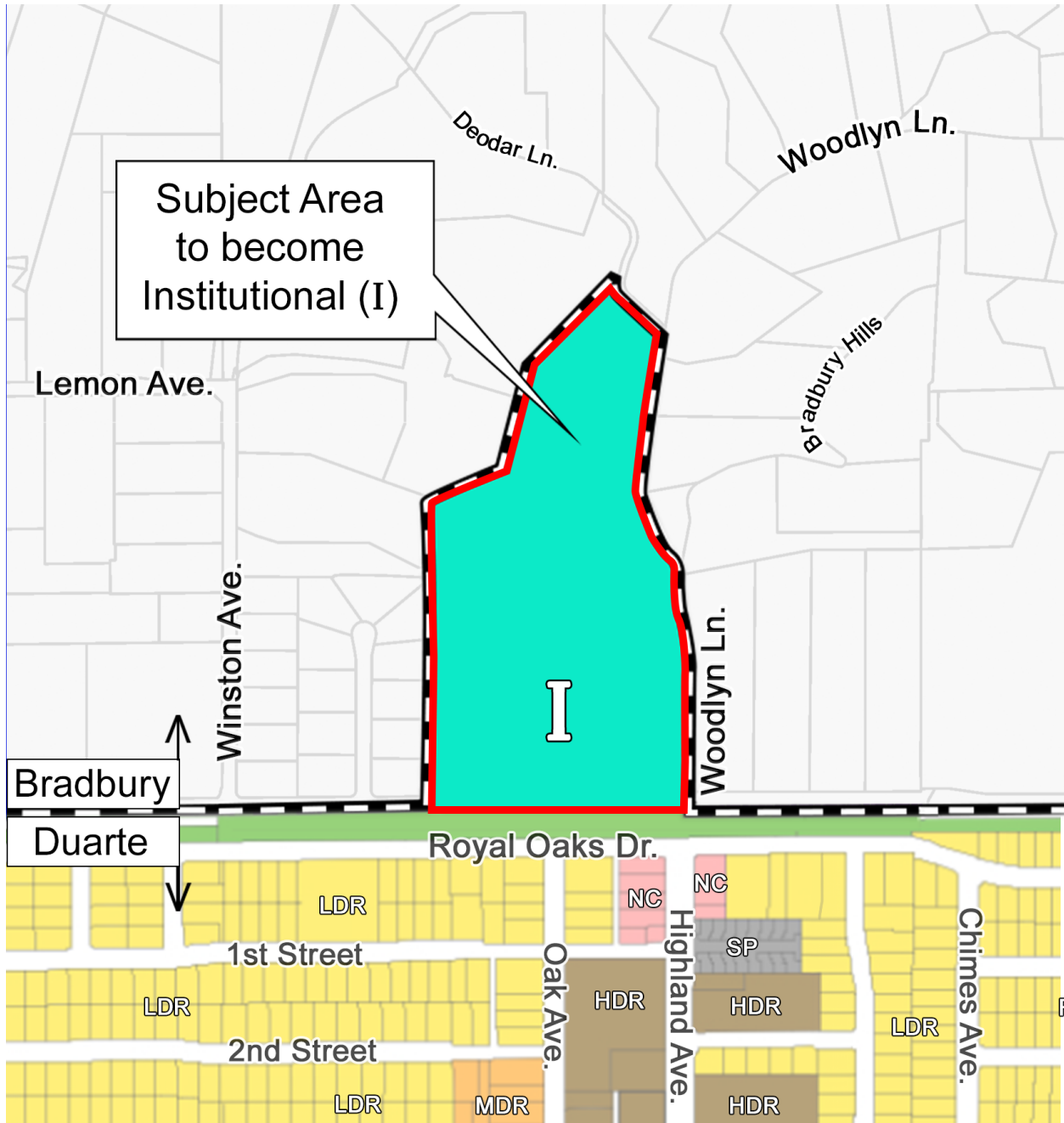
NOES:

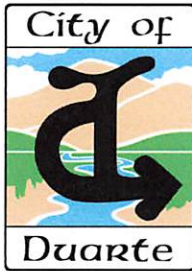
ABSENT:

Annette Juarez
City Clerk

EXHIBIT A

Zone Change 24-01





Agenda Item: 10. A

CM Review: BCV

Fiscal Review: JP

AGENDA REPORT

MEETING DATE: October 8, 2024

TO: Mayor and Members of the City Council

FROM: Kristen Petersen, Assistant City Manager

SUBJECT: Ordinance Amending Sections of Duarte Municipal Code Chapters 5.04, 5.08, 5.12, 5.16, 5.24, and 5.60 Regarding License and Permit Fees and Resolution Adopting Existing License and Permit Fees

RECOMMENDATION: It is recommended that City Council approve the first reading of Ordinance No. 926 and Resolution No. 24-22 confirming certain business license fees.

FISCAL IMPACT: None.

BACKGROUND

City staff are proposing an amendment to the Duarte Municipal Code (“DMC”) to update outdated provisions and to ensure that all business license fees are approved by City Council resolution. Amending the DMC to allow business license fees to be adopted by resolution would allow for more flexibility and responsiveness to the cost of services relating to business licenses. Thus, City Staff is bringing forth an ordinance to amend the DMC and a resolution confirming certain business license fees to ensure consistency and clarity.

DISCUSSION

The adoption of Ordinance No. 926 and Resolution No. 24-22 would memorialize and confirm the existing business license fee schedule. It is anticipated that when the City completes its next Cost Allocation Plan and Service Fee Analysis in 2025, Staff will bring back a new resolution adopting an updated business license fee schedule for City Council approval.

RECOMMENDATION

It is recommended that City Council conduct the first reading of Ordinance No. 926 and adopt Resolution No. 24-22 confirming certain business license fees.

FISCAL IMPACT

None.

ATTACHMENTS

- A. Ordinance No. 926 Amending Sections of Duarte Municipal Code Chapters 5.04, 5.08, 5.12, 5.16, 5.24, and 5.60 Regarding License and Permit Fees and Resolution Adopting Existing License and Permit Fees with Exhibit A
- B. Resolution No. 24-22 Confirming Certain Business License Fees with Exhibit A

ORDINANCE NO. 926

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, AMENDING SECTIONS OF DUARTE MUNICIPAL CODE CHAPTERS 5.04, 5.08, 5.12, 5.16, 5.24, and 5.60 REGARDING LICENSE AND PERMIT FEES

WHEREAS, the City of Duarte currently includes business license fees within Title 5, Business Licenses and Regulations, of the Duarte Municipal Code; and

WHEREAS, pursuant to Section 5.04.215 of the Duarte Municipal Code, the license fees contained in Chapter 5.08 of Title 5 of the Duarte Municipal Code are subject to an annual cost of living adjustment; and

WHEREAS, based on the application of the annual cost of living adjustment, the license fee amounts specified within the Duarte Municipal Code are outdated and cause confusion for members of the Duarte business community; and

WHEREAS, for convenience of the public, it is desirable to remove the specific license fee amounts from the Duarte Municipal Code and include the license fee amounts in an annual resolution of the City Council, which will confirm the license fee amounts for each year; and

WHEREAS, confirming the license fee amounts in an annual resolution of the City Council does not change the license fee amounts that would be calculated and applicable if the specific license fee amounts were to remain in the Duarte Municipal Code; and

WHEREAS, the license fees amount shall be removed from the Duarte Municipal Code and placed into a resolution.

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

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

SECTION 2. Certain sections of Duarte Municipal Code Chapters 5.04, 5.08, 5.12, 5.16, 5.24, and 5.60 are amended as demonstrated in Exhibit A. Sections not referenced in Exhibit A remain unchanged.

SECTION 3. The City Council finds and determines that this ordinance is exempt from the California Environmental Quality Act (CEQA) under State CEQA Guidelines Section 15060(c)(2), in that the adoption of this Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment, and is further and independently exempt from the California Environmental Quality Act under State CEQA Guidelines Section 15061(b)(3), in that it can be seen with certainty there is no possibility the adoption of this Ordinance will have a significant effect on the environment. In addition, the repeal is exempt under CEQA Guidelines section 15321, relating to the enforcement of a law.

SECTION 4. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published using the alternative summary and posting procedure authorized under Government Code Section 36933(c).

THE FOREGOING ORDINANCE IS PASSED, APPROVED, AND ADOPTED by a vote of no less than a majority of City Council at a regular meeting of the City Council of the City of Duarte held on the ____ day of _____ 2024.

Vinh Truong
Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Ordinance No. 926 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the _____ day of _____ 2024, by the following vote:

AYES:

NOES:

ABSENT:

Annette Juarez
City Clerk

RESOLUTION NO. 24-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, CONFIRMING CERTAIN BUSINESS LICENSE FEES

WHEREAS, the City of Duarte currently includes business license fees within Title 5, Business Licenses and Regulations, of the Duarte Municipal Code; and

WHEREAS, pursuant to Section 5.04.215 of the Duarte Municipal Code, the license fees contained in Chapter 5.08 of Title 5 of the Duarte Municipal Code are subject to an annual cost of living adjustment; and

WHEREAS, based on the application of the annual cost of living adjustment, the license fee amounts specified within the Duarte Municipal Code are outdated and cause confusion for members of the Duarte business community; and

WHEREAS, for convenience of the public, it is desirable to remove the specific license fee amounts from the Duarte Municipal Code and include the license fee amounts in an annual resolution of the City Council, which will confirm the license fee amounts for each year; and

WHEREAS, confirming the license fee amounts in an annual resolution of the City Council does not change the license fee amounts that would be calculated and applicable if the specific license fee amounts were to remain in the Duarte Municipal Code; and

WHEREAS, the license fee amounts in this Resolution are a continuation of those fees already in existence and nothing in this Resolution enacts new fees.

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

SECTION 1. The City Council hereby specifically finds and declares that the recitals set forth above and true and correct and are incorporated fully herein.

SECTION 2. The City Council hereby confirms as accurate the license fee amounts in the License Fee Schedule 2024/25 attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 3. The confirmation of the license fee amounts is a continuation of the fees existing at the time the Duarte Municipal Code included those fees, and this Resolution does not enact any new fees.

SECTION 4. This Resolution supersedes all prior resolutions concerning the same fees specified in Exhibit A. All other fee resolutions in effect shall remain in force.

SECTION 5. The City Council finds that the adoption of this Resolution does not constitute a project for purposes of the California Environmental Quality Act.

SECTION 6. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is, for any reason, held to be invalid by a final judgment of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution.

SECTION 7. This Resolution shall take effect on 30 days after the second reading and adoption of Ordinance No. 926 Amending Sections of Duarte Municipal Code Chapters 5.04, 5.08, 5.12, 5.16, 5.24, and 5.60 Regarding License and Permit Fees.

PASSED, APPROVED and ADOPTED this 8th day of October, 2024.

Vinh Truong
Mayor

ATTEST:

City Clerk/City Manager

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 24-22 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 8th day of October 2024, by the following vote:

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

City Clerk

Exhibit A
Business License Fees

DMC		Annual Fee	Application Fee	
5.08.140	Classification A- Manufacturing & Wholesaling	132.00	35.00	Plus \$10 per EE
5.08.150	Classification B- Professional Services	132.00	35.00	Plus \$10 per EE
5.08.160	Classification C- Retail Businesses	132.00	35.00	Plus \$10 per EE
5.08.170	Classification D- Building Trades	306.00	35.00	3 Month- \$76.50, 6 Months- \$153, 9 Months- \$229.50
5.08.180	Poolhalls	175.00	35.00	Plus \$47 Per Table
5.08.190	Bowling Alleys	175.00	35.00	Plus \$37 Per Lane
5.08.200	Skating Rinks and Shooting Galleries	362.00	35.00	
5.08.210	Circuses, Tent Shows and Carnivals	1,065.00	35.00	First Day; \$337 Each Add'l Day
5.08.211	Swap Meets	716.00	35.00	Plus \$14,180 in lieu of license tax on individual vendors
5.08.220	Coin-Operated Machines		35.00	
	A. Vending Machines		35.00	Based on Gross Receipts
	B. Amusement Machines	132.00	35.00	Per Machine
	C. Arcade 10+ Machines	383.00	35.00	
	D. Dispensing Service	132.00	35.00	For 1st 30 Machines Plus \$1 Per Machine over 30
5.08.230	Rentals	175.00	35.00	Includes first 4 Units; \$37 Add'l Unit
5.08.240	Utilizing/Delivery Vehicles	170.00	35.00	
5.08.280	Mobile Sales of Commodities	236.00	35.00	
5.08.310	Salvage Trucks	542.00	35.00	
5.08.320	Taxis	95.00	35.00	Per Vehicle
5.08.330	Outdoor Advertising	768.00	35.00	Plus \$.88 sq ft Ad Space
5.32.070	Distribution of Advertising Material	75.00	35.00	\$75 plus \$10 per badge
5.82.040	Amusement and Entertainment			
	Application Fee		500.00	
	Permit- Burlesque	3,700.00		
	Permit- Other	500.00		
5.12.060	Auctioneer License	500.00	35.00	
9.13.040	Bingo Permit	190.00	35.00	Renewal fee is \$100
5.36.040	Business on Vacant Lot	750.00	35.00	
5.28.030	Close out sale permit	230.00	35.00	
9.08.030 (f) 9.08.060 (d)	Fortune Telling Permit	1,600.00	35.00	
5.08.010	Massage Parlor	856.00	35.00	Renewal fee is \$321
5.56.140	Massage Technicians	216.00	35.00	Renewal fee is \$135
5.40.030	Filming Permit	1,300.00	-	Per Day
5.76.080	Public Dance	250.00	35.00	
5.09.100	Tobacco Retailer License Fee	125.00	35.00	
5.12.020	Auctions and Sales by Public Outcry	1,880.00	35.00	
5.16.080	Solicitors and Peddlers	287.00	35.00	Per Day
5.24.040	Secondhand Dealers, Pawnbrokers and Junk Dealers	1,419.00	35.00	



Agenda Item: 10.3

CM Review: BCV

Fiscal Review: JP

AGENDA REPORT

MEETING DATE: October 8, 2024

TO: Mayor and Members of the City Council

FROM: Brian Villalobos, City Manager

BY: Andres Rangel, Assistant to the City Manager

SUBJECT: Discussion Regarding the Public, Education, and Government (PEG) Channel

RECOMMENDATION: It is recommended that the City Council discuss and consider whether the City should continue operating its Public, Education, and Government (PEG) channel

FISCAL IMPACT: If we continue operating the PEG Channel, there will be an \$18,000 investment in critical upgrades for Fiscal Year 2024-25.

BACKGROUND

The City's Public, Education, and Government (PEG) Channel is a government access channel, with the specific intent to disseminate public information regarding:

- Non-commercial governmental programming
- Convenient and information-rich resources for residents and the general public
- Act as a source of information during local emergencies

The PEG Channel is only available on Spectrum channel three and does not have live streaming capabilities. It currently broadcasts playback of past City Council Meetings, event recaps, public service announcements, and weekly/monthly event forecasts.

Additionally, the current system is outdated, and in urgent need of an upgrade to prevent critical failures. Due to this, the Community Center Audio Visual Upgrades project includes critical PEG Channel hardware and software upgrades.

Although PEG Channels were originally established to serve as the hub for transparency and city communications, local governments have since shifted to using city websites as the primary platform to disseminate essential information such as:

- City Event and Public Meetings Calendar
- Urgent Press Releases, Public Service Announcements, and Informative Articles
- Council and Commission Meetings and Agendas
- Contact Information for Public Officials and Council Members

Moreover, city websites have greater capability to engage with residents as it live streams Council Meetings, a feature that is not possible with a PEG Channel, and therefore limits viewership potential. It also allows residents to communicate with city staff, via staff directory, or its “report a concern” tool. These capabilities have made visiting a city’s website a more convenient platform to receive and stay updated with City issues.

ANALYSIS

The City has experienced hurdles with maintaining the channel including channel outages, operating costs, and primarily low viewership.

Channel Outages

Between 2022 and 2023, the PEG Channel was down for six consecutive months. During that time, Spectrum staff had difficulties restoring the channel due to a knowledge gap that occurred during its merger with Charter. The PEG Channel is currently down again and has been for the past three months. The City’s IT staff is experiencing the same issue (knowledge gap with Spectrum personnel) that could make restoring it a lengthy process. During these past three months, the City has not received any complaints or reports from residents that the PEG Channel is down.

Cost

As part of its franchise agreement, the City receives \$33,000 per year from Spectrum through “PEG Fees”. However, these fees can only fund capital improvement projects, not costs associated with annual maintenance and operations of the Channel.

The PEG channel’s operating budget is currently \$41,600, and fully funded by the General Fund. This includes PEG Channel management costs that are subject to annual CPI increases and monthly Spectrum invoices.

The Community Center Audio Visual Project includes critical PEG channel software and hardware upgrades that would cost an additional \$18,000 to install this year, and \$4,000 annually for future fiscal years.

Low Viewership

Ultimately, the City needs to decide whether it wants to further invest in a channel with low viewership and engagement. Residents find it more convenient to access news and follow Council meetings via the City’s web or mobile site as it is open to everyone, not just Spectrum cable subscribers, and are able to watch live streamed meetings, not wait until it is uploaded on the PEG Channel.

Although Spectrum does not provide official viewership numbers, residents do not report when the channel is down. Therefore, it is highly unlikely that many people are watching the channel on a regular basis. Moreover, the City Manager’s Office receives little feedback or comments on the Channel, and little engagement from non-profit partners and community organizations despite the City reaching out to these organizations and offering the Channel as an additional outlet to disseminate their own information and educational content.

RECOMMENDATION

It is recommended that the City Council discuss and consider whether the City should continue operating its Public, Education, and Government (PEG) channel

FISCAL IMPACT

If we continue operating the PEG Channel, there will be an \$18,000 investment in critical upgrades for Fiscal Year 2024-25.

ATTACHMENTS

None