



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

TUESDAY, JUNE 27, 2023
7:00 PM

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

MISSION STATEMENT

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

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

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

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

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

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

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

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

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

1. CALL TO ORDER AND ROLL CALL

A. City Manager Written Comments

2. PLEDGE TO THE FLAG

3. ADOPTION OF THE AGENDA

4. SPECIAL ITEMS

A. Proclamation for June 2023 as Childhood Leukemia Awareness Month

B. Presentation from South Coast Air Quality Management District - Air Quality Updates and Incentives Programs

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 - June 13, 2023 Special Meeting and June 13, 2023 Regular Meeting (CC/HA/FA)

D. Receive and file the Monthly Financial Report

E. Receive and file the Public Safety Department Update

F. Consideration of Resolution 23-16 to Establish a Salary and Compensation Schedule

Recommendation: Adopt Resolution No. 23-16 establishing the Citywide Salary Schedule Effective July 1, 2023 pursuant to the terms of the current Memorandums of Understanding.

- G. Consideration of Resolution 23-17 Approving a New 3-Year Participation Cycle in the Community Development Block Grant (CDBG) Program, through the Los Angeles County Development Authority (LACDA)

Recommendation: 1) Adopt Resolution No. 23-17 approving continued participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program by entering into a three-year Participating City Cooperation Agreement with the County of Los Angeles for the period July 1, 2024 through June 30, 2027; and 2) authorize the City Manager, or designee, to execute all contracts, in a form approved by the City Attorney, with the Los Angeles County Development Authority (LACDA), and to execute any and all documents necessary for participation in the Los Angeles County CDBG Program.

- H. Consideration of an Agreement with All City Management Services for Crossing Guard Services

Recommendation: Authorize the City Manager to execute the All City Management Services Agreement for Crossing Guard Services and authorize a budget amendment of \$34,000.

- I. Acceptance of Notice of Completion for the FY 2022-23 Concrete Repair Project No. 23-27 for Ruiz Concrete and Paving, Inc.

Recommendation: Accept the concrete repair project as complete in the amount of \$151,095.40.

- J. Approval of Amendment to the Foothill Unity Agreement

Recommendation: Approve and execute a First Amendment to the Funding Agreement between the City of Duarte and Foothill Unity Center, Inc. in an amount not to exceed \$14,500 for FY 2023-24.

- K. Approval of a Legislative Letter of Support for Action to Close the Digital Divide

- L. Consideration of a Professional Services Agreement with Stillwater Sciences for Environmental Planning, Permitting, and Design Support for the Fish Canyon Falls Trails

Recommendation: Authorize the City Manager to execute this Professional Services Agreement with Stillwater Sciences in the amount of \$29, 997 for the environmental planning, permitting strategy, and design support of the restoration of the Fish Canyon Falls Trail.

- M. Approval of Warrants - June 13, 2023 (CC/HA/FA)

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

9. PUBLIC HEARINGS

- A. Consideration for Approval of CDBG Proposed Program for Fiscal Year 2023-2024 (July 1,

2023 - June 30, 2024)

Recommendation: 1) Conduct a public hearing and receive public testimony; 2) allocate approximately \$19,931 in unspent CDBG funds to implement a new FY 2023-2024 CDBG Project, Installation of Americans with Disability Act-Complaint (ADA) Curb Ramps; 3) authorize the City Manager, or designee, to execute all necessary contract documents in a form approved by the City Attorney; and 4) authorize staff the ability to make adjustments due to changes in CDBG funding allocations and/or as needed due to programmatic interpretations by the Los Angeles County Development Authority (LACDA).

- B. Consideration of Resolution 23-18 Ordering the Levy and Collection of Assessments for FY 2023-2024 within the Citywide Landscape and Lighting District pursuant to the Landscape and Lighting Act of 1972

Recommendation: 1) Conduct a public hearing to receive public testimony; and 2) adopt Resolution No. 23-18 providing for the annual levy and collection of assessments for Fiscal Year 2023-24 within the Landscape and Lighting District.

- C. Consideration of Amendment to Ad Hoc Committee Ordinance

Recommendation:

10. BUSINESS ITEMS

- A. Foothill Transit Service Change Recommendations

Recommendation: Authorize the Chief Executive Officer of Foothill Transit to implement the proposed service change recommendations.

- B. Route 66 Art Piece on the Northwest Corner of Huntington Drive at Mount Olive Drive

Recommendation: Review the final construction set of plans for the sign and either instruct Staff to move forward with the current plan (with or without minor changes) or bring back a revised plan and cost estimate for addition input.

11. CONTINUATION OF ORAL COMMUNICATIONS

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

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 22nd day of June, 2023.



MEMORANDUM

TO: City Council
FROM: Brian Villalobos, City Manager
DATE: June 20, 2023
SUBJECT: Comments on Agenda Items, Meeting of June 27, 2023

ITEM 4.A. (Special Items). City Council will be proclaiming June 2023 to be Childhood Leukemia month and will recognize that by hosting a blood drive with the City of Hope in or around the month of June (starting in 2024). Nicola Speranta from the City of Hope will be on hand to receive the proclamation.

ITEM 4.B. (Special Items). South Coast Air Quality Management Board Vice Chair Michael Cacciotti will present an update on air quality and the AQMD's incentive programs.

ITEM 7.C. (Consent Calendar). The Finance Department has submitted the monthly financial report for April 2023 for review.

ITEM 7.D. (Consent Calendar). The Public Safety Department has submitted the monthly safety report for June 2023 for review.

ITEM 7.E. (Consent Calendar). Resolution No. 23-17. Los Angeles County Development Authority (LACDA) is requesting that cities wishing to continue participating in the Urban County Community Development Block Grant (CDBG) Program renew for another three-year term. In order to remain eligible to receive approximately \$135,000 in annual funds, the City is required to adopt a resolution approving a new three-year Participating City Cooperation Agreement, for the term effective July 1, 2024 through June 30, 2027.

ITEM 7.F. (Consent Calendar). Notice of Completion. On March 28, 2023, City Council awarded the contract for Fiscal Year 2022/23 Citywide Concrete Repair Project to Ruiz Concrete and Paving, Inc. The project consisted of the removal and replacement of damaged or broken and off-grade concrete sidewalks, curb, gutters, driveway approaches, and curb ramps. The Fiscal Year 2022/23 Citywide Concrete Repair Project was included in the FY 2022/23 Capital Improvement Program Budget and was funded by Measure R allocations. City Council approved the contract for \$141,715.00. The final project cost was \$151,095.40 which is within the approved estimated ten percent (10%) contingency.

ITEM 7.G. (Consent Calendar). Resolution No. 23-16. Establishes a Citywide Salary Schedule Effective July 1, 2023, pursuant to the terms of the current Memorandums of Understanding. On June 22, 2021, the City Council approved three-year Memorandums of Understanding (MOU) with the represented City employees. The third year of the MOU (FY 2023/24) includes a 2% salary increase in July 2023 for all positions that have not been Y-rated and an increase in the healthcare contribution up to the Kaiser rate in January 2024, but not more than 5%. These increases were included in the Fiscal Year 2023/24 Budget that was adopted on June 13, 2023, and will go into effect as of July 1, 2023.

ITEM 7.H. (Consent Calendar). Approval of All City Management Services (ACMS) annual contract for crossing guard services. \$108,000 was included in the 2023/24 budget for crossing guard services, however the actual contract is \$142,000, increasing costs by \$34,000 and requiring a budget amendment. The additional costs are attributed to ACMS salary increases and Duarte Unified School District adding one crossing guard at the end of the 2022/2023 school year. It should be noted that the Duarte Unified School District and the California School of the Arts cover fifty percent of the costs associated with this contract.

ITEM 7.I. (Consent Calendar). Amendment of Foothill Unity Center Agreement. The City and Foothill Unity Center entered into an agreement on July 1, 2022, granting Foothill Unity Center a sum of \$14,500. The City has further approved providing Foothill Unity Center the sum of \$14,500.00 for FY 2023/24. They in return have agreed to provide the following services: case management, food services, health programs, job development programs, and housing and homeless programs. Additionally, Foothill Unity Center will be required to submit a written year-end report and conduct an oral presentation to Duarte City Council, regarding the five core programs including: Number of Duarte individuals served in each program, broken out by program. Number of Duarte families served in each program, broken out by program. Number and outcomes of specific programs conducted in partnership with the City of Duarte (i.e., Job Shadow Day). Number of Foothill Unity Center volunteers from Duarte.

ITEM 7.J. (Consent Calendar). Agreement for professional services with Stillwater Sciences in the amount of \$29,997. At the end of 2021, the City was awarded funding through the Rivers and Mountains Conservancy Proposition 68 grant program for the Fish Canyon Trail Restoration and Access Planning Project, in the amount of \$117,162.00. One of the project's overall goals and objectives is to protect, restore, and improve the environmental base of the Fish Canyon Trail and to provide a biology technical report that summarizes surveys, impacts, and mitigation measures, regarding the pathway to restoration of the trail. Stillwater Sciences specializes in science-based technical approaches to natural and water resources and provides a variety of professional services including fish and aquatic ecology, water quality, and environmental engineering. Stillwater Sciences will prepare a draft and final environmental compliance and permit strategy matrix and narrative for rehabilitation of the Fish Canyon Falls Trail in the City of Duarte and the potential separate bus shelter and restroom project at the trailhead in the City of Azusa / Vulcan Materials. Proposition 68 grant funds were included in the FY 2023/24 budget to cover the cost of services.

ITEM 7.K. (Consent Calendar). Letter of Support for Action to Close Digital Divide. The Digital Equity LA Coalition, supported by the California Community Foundation Digital Equity Initiative, documented what residents were paying for home internet services in diverse neighborhoods across Los Angeles County. The findings raised significant red flags about the high prices low-income communities were being charged, the quality of the service they were receiving, the implications of pricing disparities, and effectiveness of current interventions to close the digital divide. The Digital Equity LA Coalition is requesting the City of Duarte's support to send a letter to Los Angeles County Board of Supervisor Kathryn Barger urging the entire Board of Supervisors to lead a call to action for the following: Investigate and validate findings of potentially discriminatory disparities in advertised pricing. Make equal access (Equal service at equal price, terms, and conditions) and truth in advertising the policy of the State of California. Build equal access into State, County, and local procurement practices. Support independent, community-driven options for broadband services.

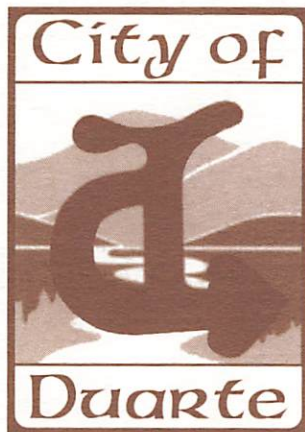
ITEM 9.A. (Public Hearings). Community Development Block Grant (CDBG) Program. The Los Angeles County Development Authority (LACDA) requires participating cities to submit the proposed use of their annual CDBG allocation by February 1st for projects starting July 1st. However, the City's Fiscal Year 2022-2023 and 2023-2024 CDBG annual allocations of \$135,351 and \$134,580, respectively, will repay LACDA a \$250,000 CDBG Revolving Grant that the City received in December, 2021 to implement the Duarte City Hall ADA Improvement Project. Once repaid, the City will have \$19,931 remaining to implement a new CDBG project. It is recommended that the City use \$19,931 in remaining CDBG funds to initiate a new CDBG project, entitled, "Duarte Americans with Disabilities Act-Compliant (ADA) Curb Ramps". The City's future 2024-2025 CDBG allocation, estimated at \$135,000 will be added to the new Duarte ADA-Compliant Curb Ramps Project after July 1, 2024. Approximately 20-25 ADA-Compliant Curb Ramps are expected to be installed throughout the City with the use of these funds.

ITEM 9.B. (Public Hearings). Landscape and Lighting (Resolution No. 23-18). Annually, the City Council is required to hold a Public Hearing to establish property assessments to pay for the Lighting and Landscape Assessment District. At its meeting on May 23rd, the City Council adopted Resolution No. 23-11 that: (1) declared the City Council's intention to levy and collect assessments for Fiscal Year 2023-24; (2) provided the Engineer's Report indicating the amounts of the proposed assessment, district boundaries, assessment zones, descriptions of improvements, and method of assessment; and (3) set this date for the required Public Hearing. In some neighborhood zones (as noted by the engineer's report), the assessment can increase by the annual increase in the Consumer Price Index (CPI). This year the December 31, 2022 CPI was 4.9%. In the zones where the assessment may be increased, the assessments will increase to the maximum allowable rate of 3.0%. The assessment is subject to the notice, protest, and hearing requirements of Section 53753 of the Government Code. The collection of the Citywide Assessment provides \$698,245 to be used to fund maintenance of park and city street lighting. The neighborhood special district assessment provides \$309,046 for maintenance in the city's various neighborhood zones.

ITEM 9.C. (Public Hearings). Ordinance to Amend Chapter 2.31 of the Duarte Municipal Code Regarding Ad Hoc Committee Appointments (Ordinance No. 918). At the June 13, 2023, City Council meeting, the City Council discussed the establishment of an ad hoc committee to review and provide recommendations involving public art in the City. Section 2.31.070 of the Duarte Municipal Code previously indicated that ad hoc committees would be comprised of two (2) Councilmembers and three (3) members of existing commissions. At the June 13, 2023, meeting, the City Council expressed a desire to expand the membership of ad hoc committees to allow more Duarte residents to participate and share their viewpoints, experiences, and expertise relating to the various ad hoc committees that may be established over time. As such, the amendment recommended in the attached ordinance provides flexibility for the City Council in the establishment of future ad hoc committees depending on the needs and requirements as determined by the City Council.

ITEM 10.A. (Business Item). Foothill Transit Service Change Recommendations. From February 2023 through April 2023, Foothill Transit conducted formal outreach throughout the Foothill Transit communities, including Duarte, to seek public comment on the recommended changes. Twelve workshops, both virtual and in person were conducted, with two in person workshops taking place within the City of Duarte. City staff also conducted a Flashvote survey to gather feedback from the community as well. Foothill Transit staff prepared a report of the detailed findings of the public outreach process and final recommendations to consolidate the two routes (Duarte Lines 860 and 861) and extend Line 272 to Mountain Vista Plaza. Staff believes that making this adjustment to the route will make the line more efficient and decrease the cost per rider, because it eliminates stops where ridership is low or absent and it focuses on stops where the ridership is higher. We estimate that the costs of operating the system may be reduced by as much as \$250,000 with these changes. If Council approves this change, staff can report back at a future meeting as to how the savings might be utilized to offset the costs of alternative transportation options such as micro transit.

ITEM 10.B. (Business Item). Discussion and direction on the Route 66 Sign/Art Piece Northwest corner of Huntington Drive at Mount Olive Drive. At its June 13, 2023 meeting, City Council discussed the Route 66 Sign/Art Piece and requested that the Staff bring it back to this meeting to allow the Council to review the sign details. Additionally Council requested that an example of an alternate font be more similar to the font that is used on City letterhead, business cards and some other items; this font is called Manegrim. Staff has provided three possible font options: Option 1 – the original font; Option 2 – Manegrim all caps; Option 3 – Manegrim standard. Staff is requesting that Council review the final construction set of plans for the sign and either instruct staff to move forward with the current plan (with or without minor changes) or bring back a revised plan and cost estimate for additional input.



Proclamation

CHILDHOOD LEUKEMIA AWARENESS MONTH

WHEREAS, leukemia is the most common cancer in children and teens, accounting for nearly 1 out of 3 cancers; and

WHEREAS, across America, thousands of courageous youth fight childhood leukemia, facing life-threatening battles; and

WHEREAS, researchers and healthcare professionals work diligently to understand and fight childhood leukemia and ensure that all patients are receiving the best care; and

WHEREAS, Childhood Leukemia Awareness Month is observed so individuals, organizations, and communities can increase awareness of Childhood Leukemia and how it can affect children across the county; and

NOW, THEREFORE, the City of Duarte does hereby proclaim June 2023 to be Childhood Leukemia Month. We also hereby proclaim June 24th as the day the City recognizes this proclamation through a blood drive with the City of Hope, to be hosted in or around the month of June. We encourage the community to raise awareness about Childhood Leukemia and lend strength and courage to all children and parents who need it.

IN WITNESS WHEREOF, I have hereunto set my hand this twenty-seventh day of June, in the year of two thousand twenty-three, and of the City of Duarte, California.

Jody Schulz, Mayor

ATTEST:

Annette Juarez, City Clerk

CITY OF DUARTE

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

TUESDAY, JUNE 13, 2023 – 5:30 PM

1. CALL TO ORDER

Mayor Pro-Tem Truong called the special meeting to order at 5:40 p.m.

ROLL CALL:

Councilmembers Present: Finlay, Kang, Lewis, Garcia (arrived at 5:45 p.m.),
Martin Del Campo, Truong

Councilmembers Absent: Schulz

Staff Present: Brian Villalobos, City Manager
Thai Viet Phan, City Attorney
Annette Juarez, City Clerk

2. ORAL COMMUNICATIONS – ITEMS LISTED ON THIS AGENDA

None.

**3. INTERVIEW OF CANDIDATES FOR VACANT MAYOR’S YOUTH COUNCIL
POSITIONS**

The City Council interviewed 18 candidates to fill vacant Mayor’s Youth Council Positions.

4. DISCUSSION OF INTERVIEWS AND CANDIDATES

The City Council discussed the interviews and deliberated over candidates to fill Mayor’s Youth Council vacancies.

5. ADJOURNMENT

At 6:40 p.m. the City Council adjourned the meeting to the scheduled regular City Council Meeting.

Jody Schulz, Mayor

Annette Juarez, City Clerk

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, JUNE 13, 2023
7:00 PM – Regular Session**

1. CALL TO ORDER

Mayor Schulz called the open session to order at 7:04 p.m.

ROLL CALL:

Councilmembers Present: Finlay (7:07p.m.), Kang, Lewis, Garcia, Martin Del Campo, 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
Manuel Enriquez, Director of Parks and Recreation
Larry Breceda, Interim Director of Public Safety Services
Annette Juarez, City Clerk
Albert Nuñez, Management Aide
Angela Chiaromonte, Finance Manager
Jason Golding, Planning Manager
Christine Soo, Deputy City Clerk/ Administrative Secretary

2. PLEDGE TO THE FLAG

The flag salute was led by Deputy Dominic Milano and his daughters.

3. ADOPTION OF THE AGENDA

Mayor Pro-Tem announced that Special Item 4B will be removed from the agenda.

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

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

4. SPECIAL ITEMS

A. Recognition of Special Assignment Deputy Dominic Milano

City Manager Villalobos shared a few words of appreciation for Deputy Milano. Interim Director of Public Safety Breceda and Sergeant Fiedler thanked Deputy Milano for his years of dedication and service.

The City Council presented a certificate of recognition to Deputy Milano.

B. Proclamation for June 2023 as Childhood Leukemia Awareness Month

This item was removed during the Adoption of the Agenda.

C. Community Development Department Update

Director of Community Development Hensley gave an update on the annual brush clearance. He also provided an update on the Route 66 art piece, providing information about the lighting and lettering improvements and project stage. He stated any changes to the project design would produce additional costs.

City Attorney Phan clarified that the Route 66 art piece was brought back as a part of the department update and the Council may direct Staff to place the item on a future agenda for further discussion and instruction.

City Attorney Phan stated that the Council may discuss how they want to proceed with future public art design processes under Business Item 9E.

D. Parks and Recreation Department Update

Director of Parks and Recreation Enriquez provided a department update on the recent Fitness Day event; he reported on upcoming summer events, recreation classes, and the Independence Day celebration; and he also thanked City of Hope for their donation and co-sponsoring the Independence Day celebration.

5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

Joanna Gee, Duarte Library, announced upcoming library events.

Deputy City Clerk Soo announced upcoming city events.

6. ORAL COMMUNICATIONS – ITEMS NOT ON THE AGENDA

Steve Hernandez expressed concerns regarding trash and debris on Duarte Road.

Victor Benevides provided updates on the operations of the Duarte Chamber of Commerce.

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 – May 23, 2023 Regular Meeting. (CC/HA/FA)
- D. Approval of Warrants – June 13, 2023. (CC/HA/FA)
- E. Receive and file the Community Development Department Update.
- F. Receive and file the Parks and Recreation Department Update.
- G. Approval of Amendment No. 1 to Contract Services Agreement for City Attorney Services.
- H. Acceptance of Notice of Completion for Fiscal Year 2022/23 Citywide Striping and Marking Project No. 23-9 for WGJ Enterprises, Inc. dba PCI.

Moved by Councilmember Finlay, seconded by Councilmember Kang, and carried by the following vote of the Council to approve Items 7A-7H of the Consent Calendar.

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

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

None.

9. BUSINESS ITEMS

A. Appointments to the 2023/2024 Mayor's Youth Council

The City Council shared feedback about the City that was received from the Mayor's Youth Council during the interviews; and thanked the students for interviewing.

Moved by Councilmember Garcia, seconded by Councilmember Finlay, and carried by the following vote of the Council to appoint all eighteen (18) candidates that applied to serve on the 2023/24 Mayor's Youth Council.

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

B. City Council Concurrence with City Manager Appointment of Public Safety Services Department Head Position

City Manager Villalobos provided a staff report for the appointment of Larry Breceda to the Public Safety Services Department Head vacancy; he discussed Mr. Breceda's tenure with the City and his qualifications for the position.

Moved by Councilmember Finlay, seconded by Councilmember Garcia, and carried by the following vote of the Council to concur with the City Manager's appointment of Larry Breceda to the Director of Public Safety Services Department Position.

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

Director of Public Safety Services Breceda shared a few words of appreciation and thanked the City Council and his colleagues for their support.

C. Fiscal Year 2023/24 Budget Highlights

Assistant to the City Manager Petersen presented proposed FY 2023/24 budget highlights; she reviewed the increased expenditures relating to contracts and carry-over projects.

Discussion ensued regarding funding for the Duarte Chamber of Commerce, Duarte Farmers' Market, and their operations.

Assistant to the City Manager Petersen gave an overview of the projected end balance of the FY 23/24 budget.

Council provided direction to Staff to conduct a service fee analysis and have a workshop to discuss revenue and resources.

Moved by Councilmember Finlay, seconded by Councilmember Martin Del Campo, and carried by the following vote of the Council to adopt the proposed FY 2023/23 budget.

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

D. Promoting Transparency in Public Meetings

City Attorney Phan presented the staff report regarding the promotion of transparency in public meetings held by the Duarte City Council through the recording and posting of the meetings online for public viewership; she clarified that such meetings would include workshops, study sessions, and special meetings that have not been traditionally recorded.

The Council directed Staff to consider the application of Resolution No. 23-14 if the Mayor's Youth Council and other minors are present at these public meetings.

Moved by Councilmember Kang, seconded by Councilmember Finlay, and carried by the following vote of the Council to adopt Resolution No. 23-14 to promote transparency in Public Meetings held by the City Council of the City of Duarte.

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

E. Establishment of an Ad Hoc Committee to Review and Make Recommendations Relating to Public Art (Resolution 23-15)

City Attorney Phan gave a staff report regarding the establishment of an ad hoc committee for the purpose of reviewing and making recommendations relating to public art, stating that the ad hoc committee would be temporary and the size of the committee was initially proposed to be consistent with the other commissions as required by ordinance.

The Council directed Staff to bring back an amendment to the Ordinance to expand the size of the ad hoc committee because the majority of the Council expressed interest in serving on the art ad hoc, specifically relating to the Route 66 art piece; and for Staff to solicit applications from commissioners.

City Attorney Phan reported that the resolution would be brought back with additional language to outline the scope of projects to be reviewed by this ad hoc committee.

Discussion further continued regarding which projects would be included as part of the art ad hoc committee, including the design of the Route 66 art piece approved by Council on November 8, 2022, and concerns relating to reconsideration of the agreement relating to the design and build of the Route 66 art piece.

Community Development Director Hensley reported that design changes to the approved art piece would have a fiscal impact.

City Attorney Phan clarified that potential modifications to the approved design of the Route 66 art piece would require a motion to bring back the contract for reconsideration, with a second and a majority vote of the City Council of the City of Duarte.

Community Development Director Hensley suggested bringing back the art piece design at the next Council meeting for further discussion pertaining to a detailed version of the plans and a cost estimate for potential structural changes.

City Attorney Phan clarified that Resolution 23-15 for the establishment of the public art ad hoc committee will not be adopted due to changes requested by Council relating to the size of ad hoc committees currently mandated by the ordinance.

Council provided direction to Staff to bring back Resolution No. 23-15 at a future meeting after the ordinance is amended.

Moved by Councilmember Kang, seconded by Councilmember Lewis, and carried by the following vote of the Council to exclude the Route 66 art piece from the ad hoc committee's scope of projects and to bring back the Route 66 art project for discussion and action at a future meeting.

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

City Attorney Phan clarified that because Council already provided direction to bring back an ordinance to amend the size of ad hoc committees and the resolution establishing an art ad hoc committee, another motion was not required relating to these items in addition to Councilmember Kang's motion to bring back the Route 66 art piece design discussion.

10. CONTINUATION OF ORAL COMMUNICATIONS

None.

11. ITEMS FROM CITY COUNCIL/HOUSING AUTHORITY/ FINANCING AUTHORITY MEMBERS AND CITY MANAGER/EXECUTIVE DIRECTOR

City Manager Villalobos encouraged civility during discussions.

Councilmember Garcia inquired about the protocol for injured coyotes to which Director of Public Safety Breceda provided the requested information.

Councilmember Kang expressed the importance of self-reflection and addressing disagreements cordially.

Councilmember Lewis called for respecting one another and proposed a new design for the City flag.

Mayor Pro-Tem Truong discussed the importance of moving forward with maturity and respect.

12. ADJOURNMENT

At 10:00 p.m. the City Council adjourned the meeting.

Jody Schulz, Mayor

Annette Juarez, City Clerk



City of Duarte

MONTHLY FINANCIAL REPORT

**Month Ended April 30, 2023
(83.3% of FY 2022-23 Completed)**

Contents

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Treasury Report

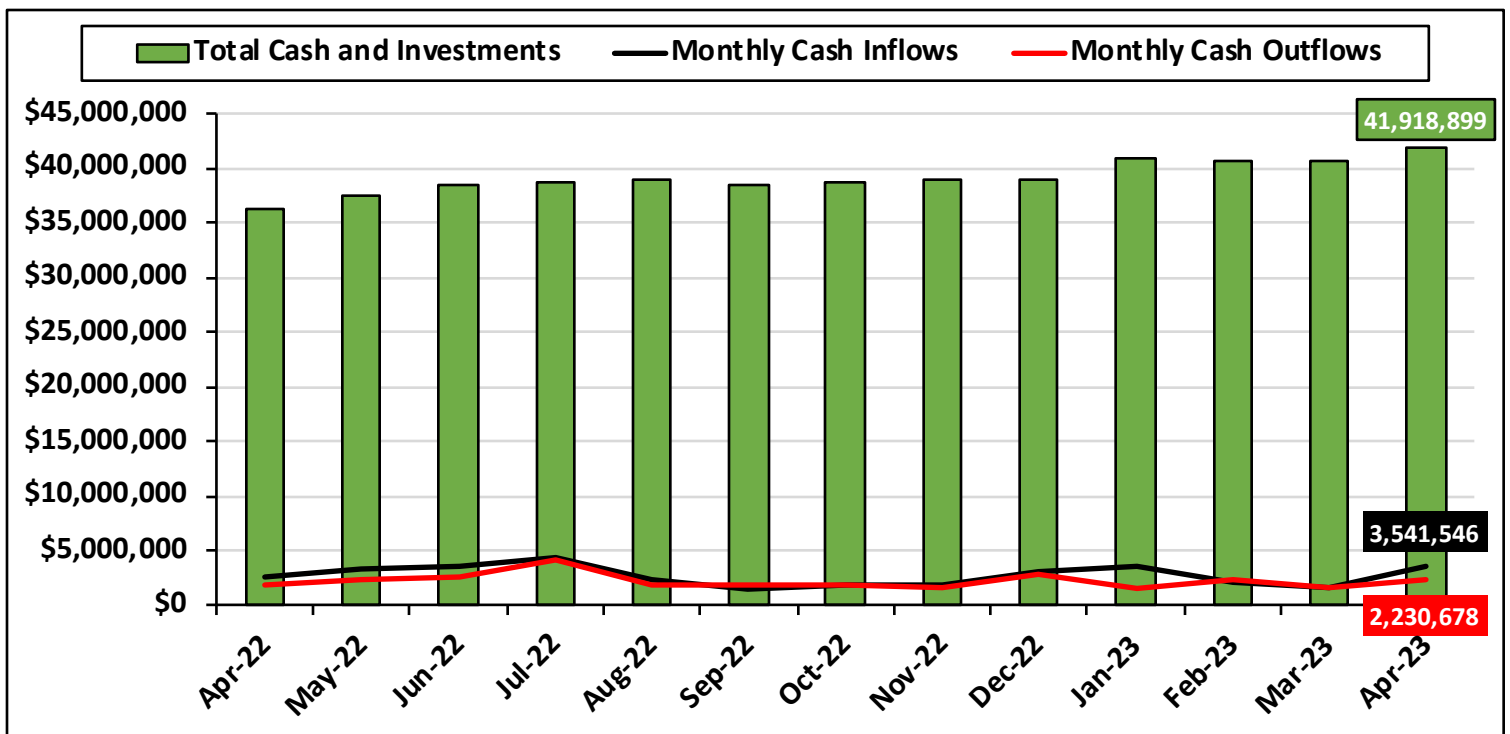
Monthly Activity and Balances	2
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Budget-to-Actual Report

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CITY OF DUARTE
Treasury Report - Monthly Activity & Balances
Month Ended April 30, 2023

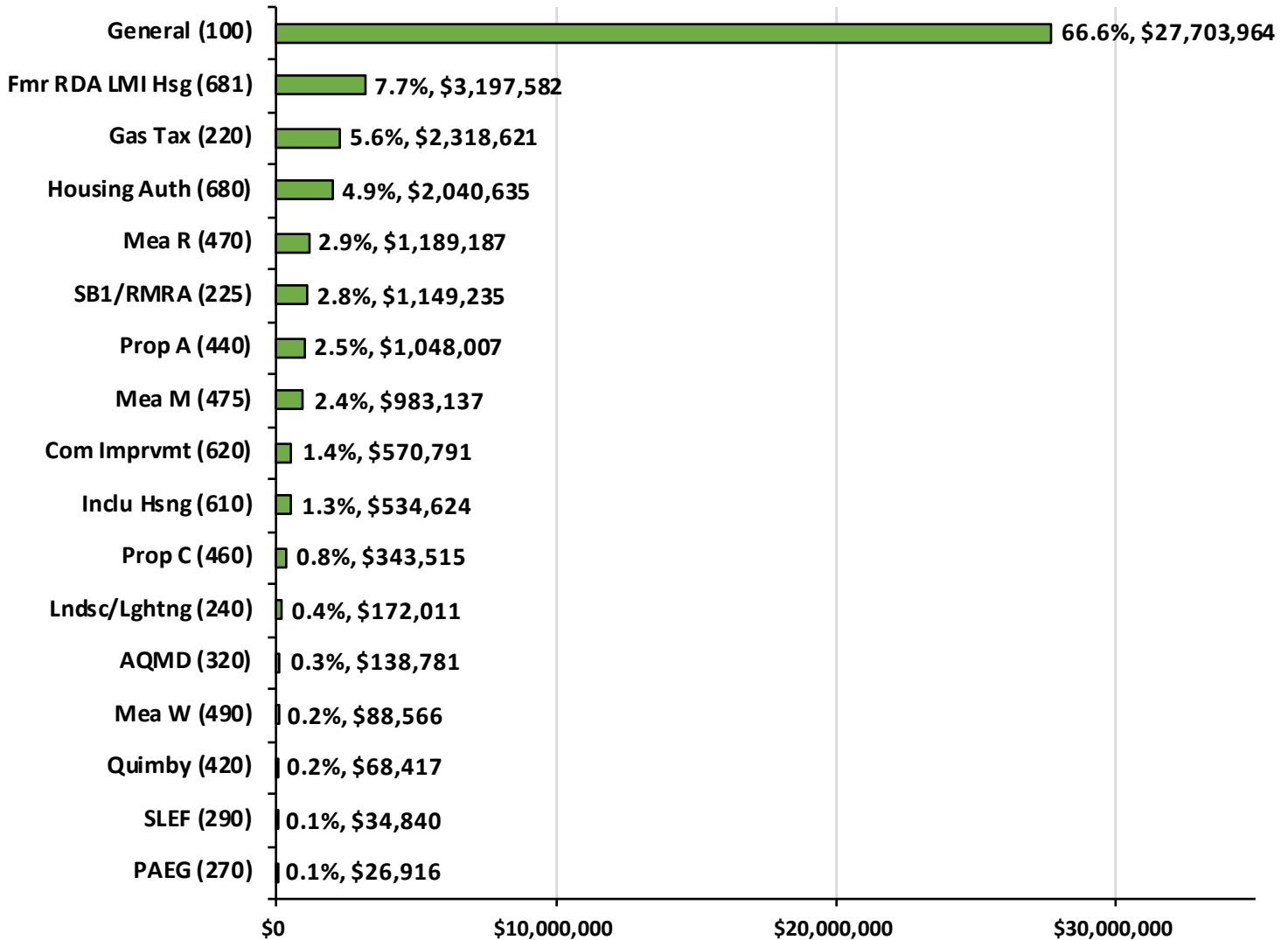
MONTHLY ACTIVITY			
	Bank*	LAIF*	Total
Beginning Balance (4/01/2023)	\$9,858,591	\$30,749,440	\$40,608,031
Cash Inflows			
Receipts	\$3,334,300	\$207,246	\$3,541,546
Transfers In	\$0	\$5,000,000	\$5,000,000
Total Cash Inflows	\$3,334,300	\$5,207,246	\$8,541,546
Cash Outflows			
Disbursements	\$2,230,678	\$0	\$2,230,678
Transfers Out	\$5,000,000	\$0	\$5,000,000
Total Cash Outflows	\$7,230,678	\$0	\$7,230,678
Net Activity	(\$3,896,378)	\$5,207,246	\$1,310,868
Ending Balance (4/30/2023)	\$5,962,213	\$35,956,687	\$41,918,899



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

CITY OF DUARTE
Treasury Report - Cash Balance by Fund
Month Ended April 30, 2023

Cash Balance by Fund (total is \$41.6 million*): % of Total & \$ Amount

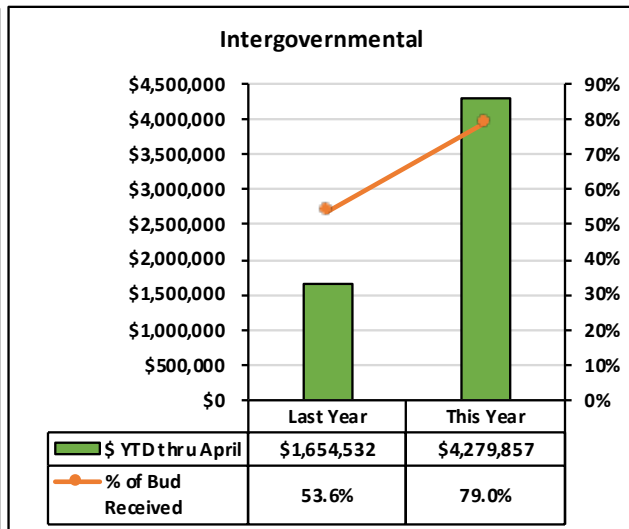
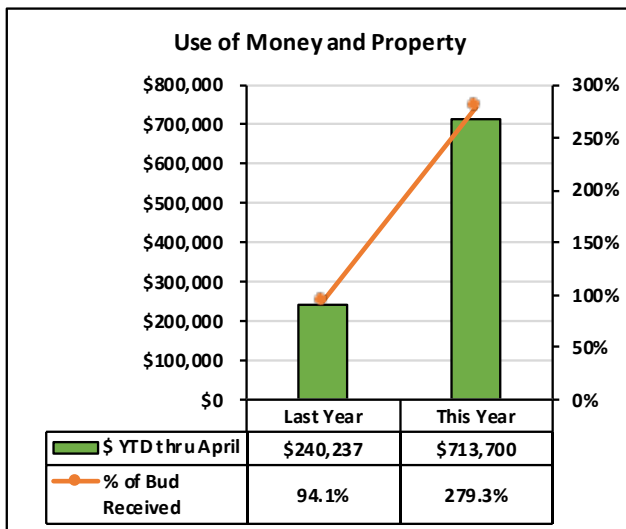
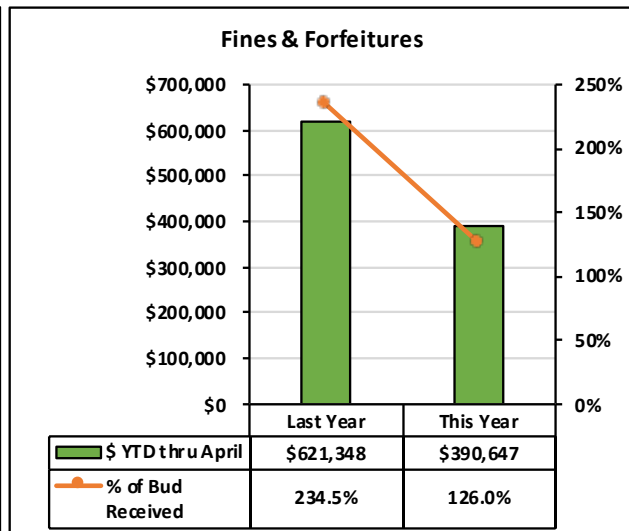
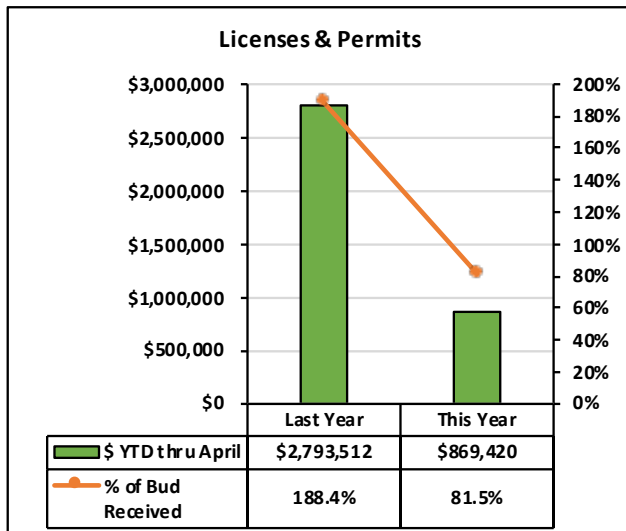
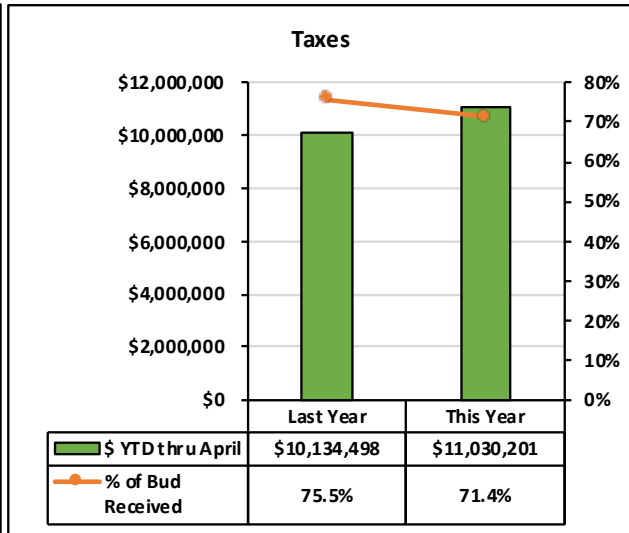
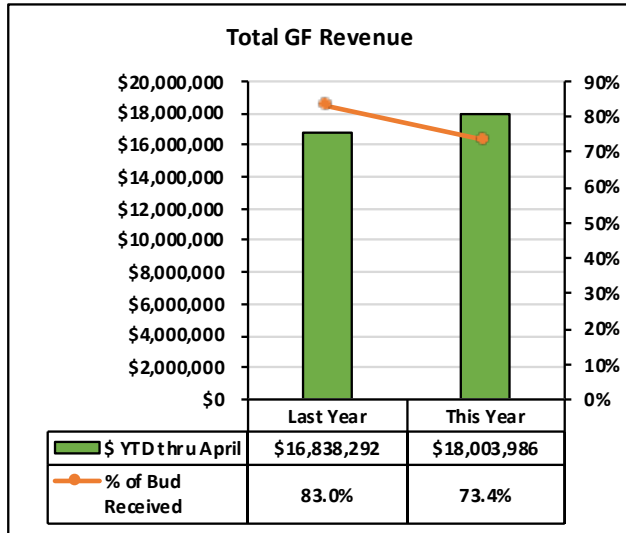


*Source: City of Duarte general ledger. Note that the total cash balance as shown in the City's general ledger is not equal to the combined ending "Bank" and "LAIF" balances shown on the previous page. Because certain transactions are reflected at different times in the general ledger as compared to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

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

CITY OF DUARTE

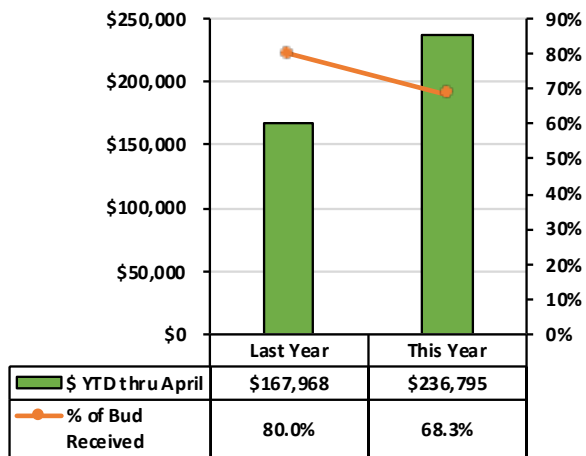
General Fund Revenue by Category & Major Sources FY 2022-23 Year-to-Date Through April versus Prior Year



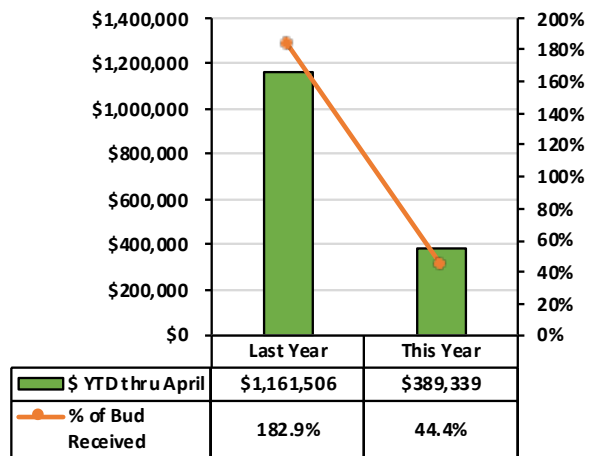
CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2022-23 Year-to-Date Through April versus Prior Year

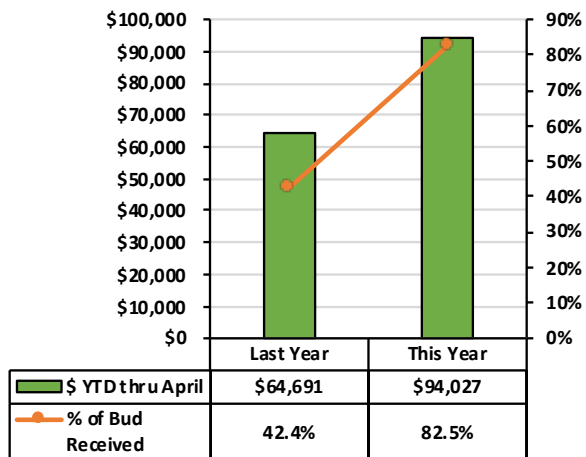
Recreation Fees



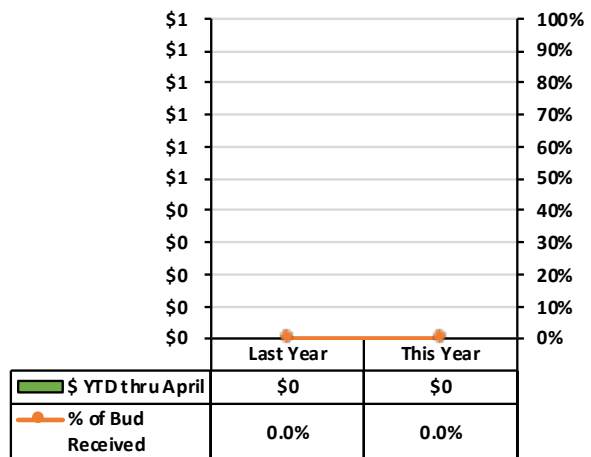
Other Service Charges



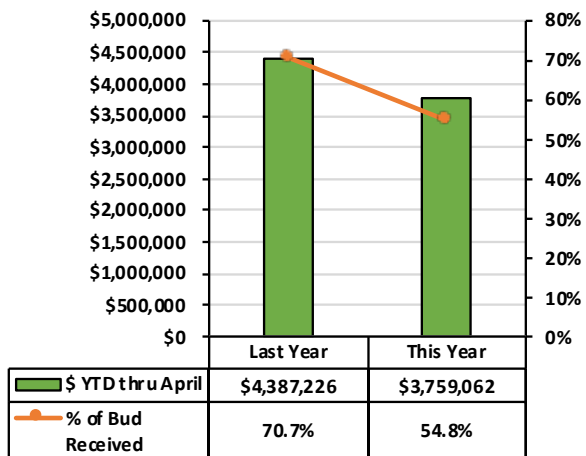
Miscellaneous



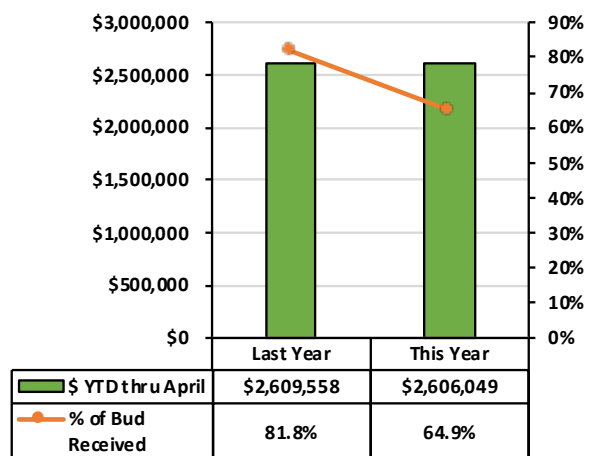
Reimbursements



Sales and Use Tax



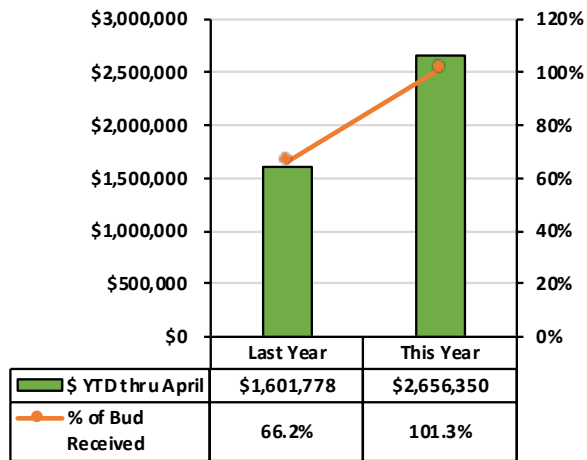
Transactions (New Sales) Tax



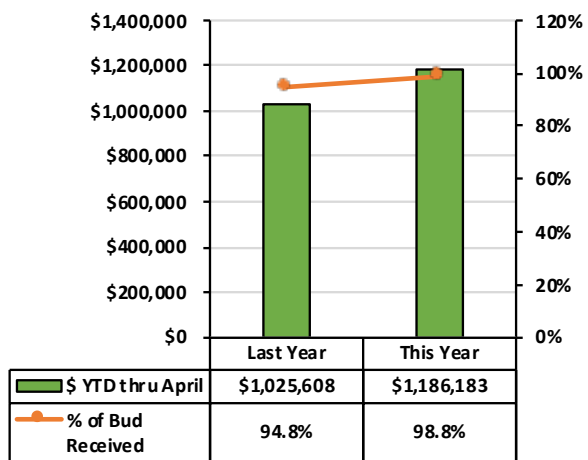
CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2022-23 Year-to-Date Through April versus Prior Year

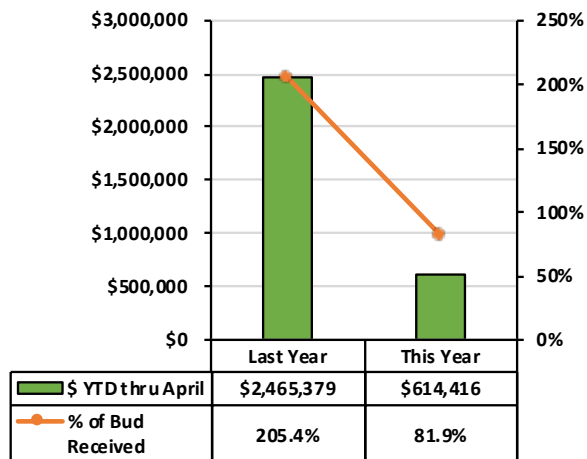
Property Tax



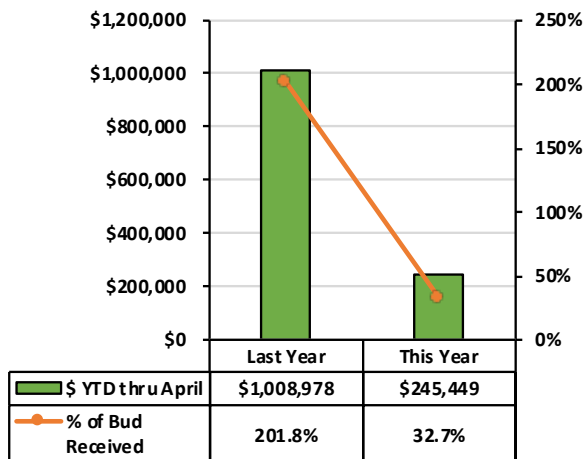
Franchise Tax



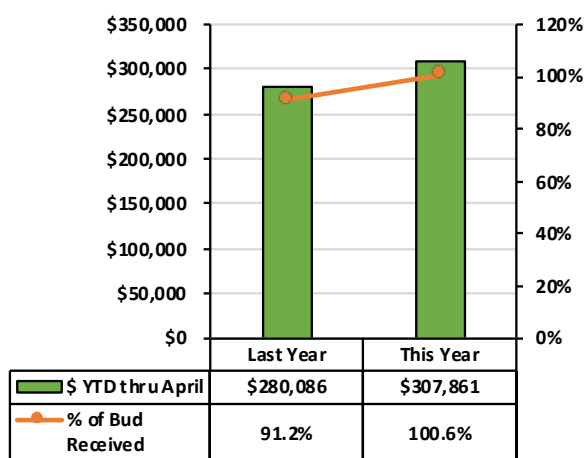
Building Permits



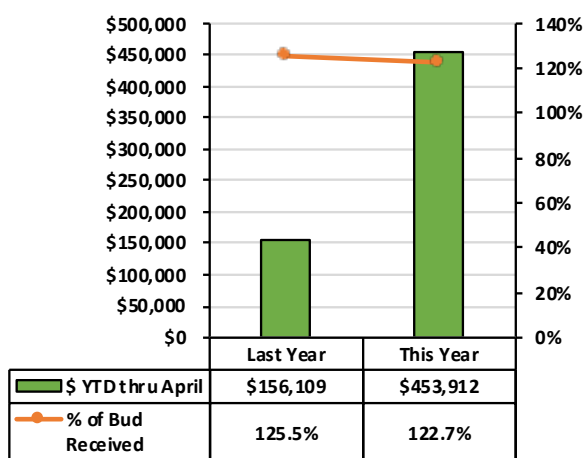
Plan Check Fees



Business License

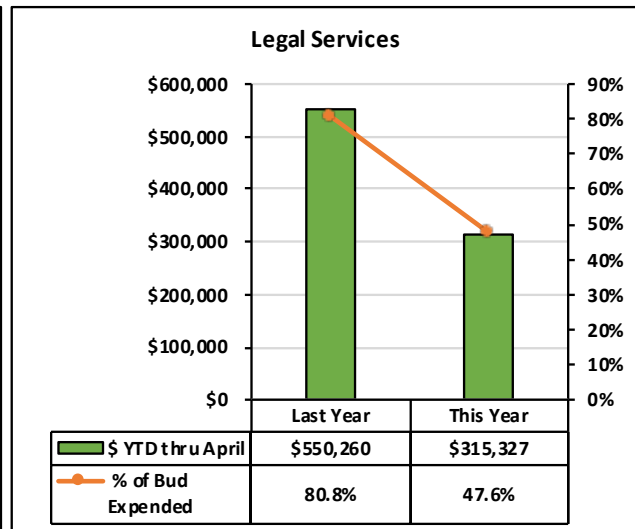
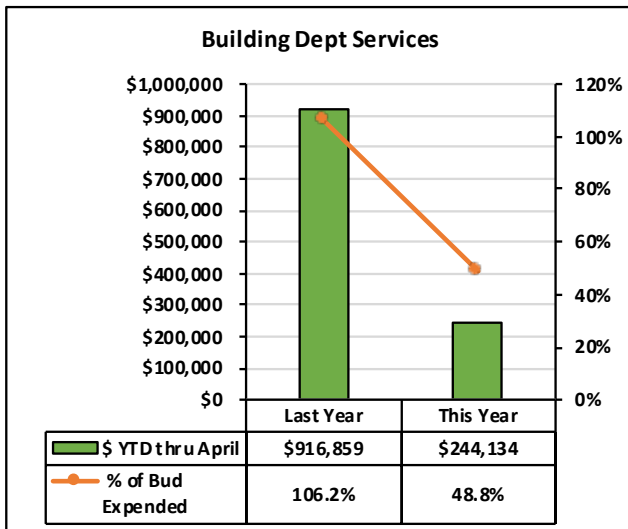
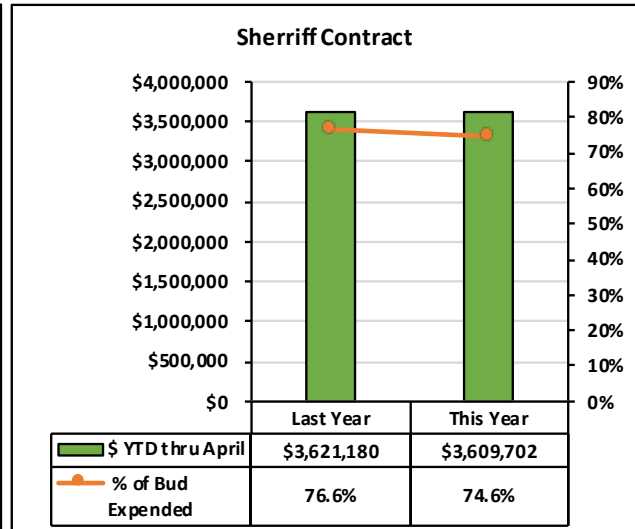
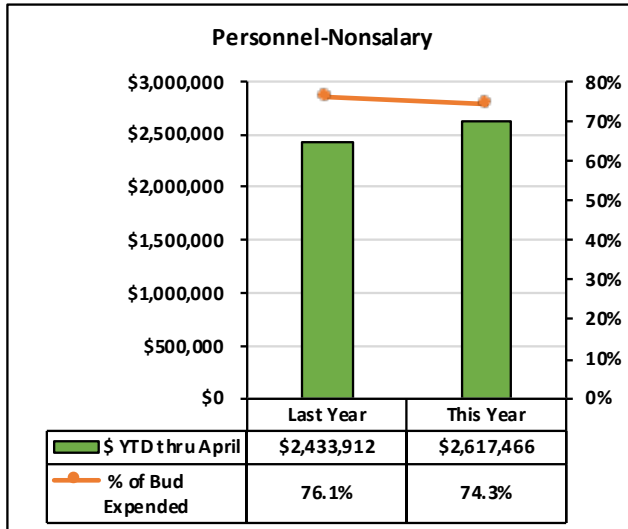
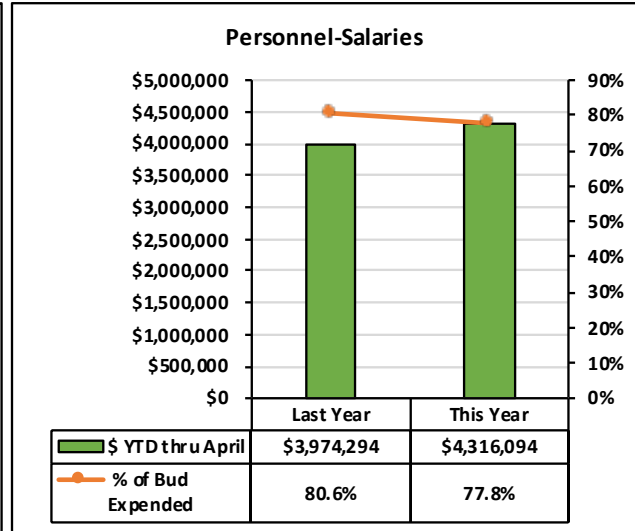
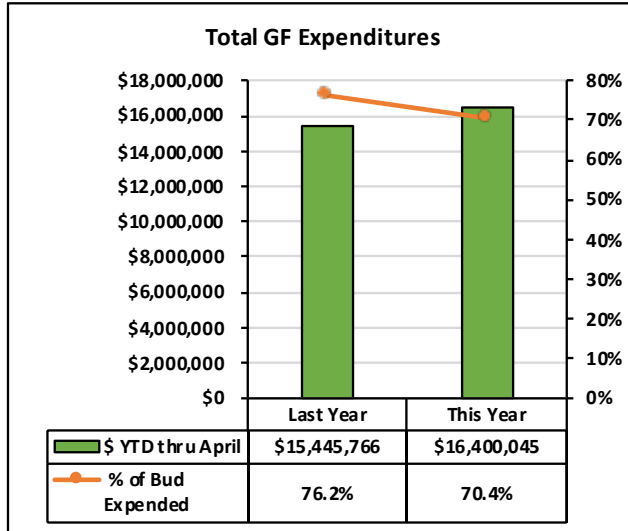


Transient Occupancy Tax



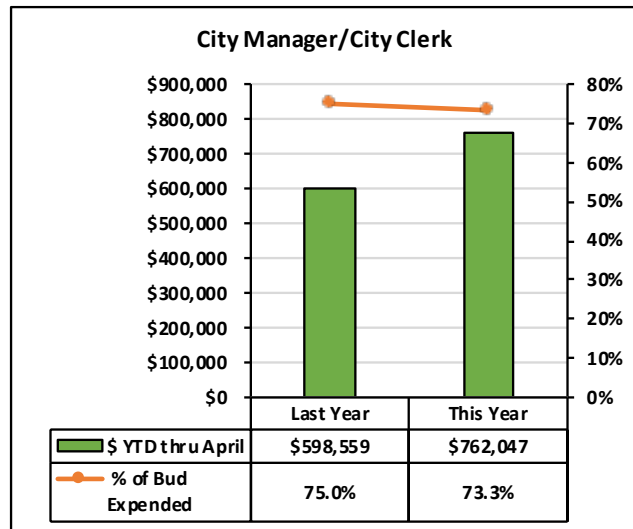
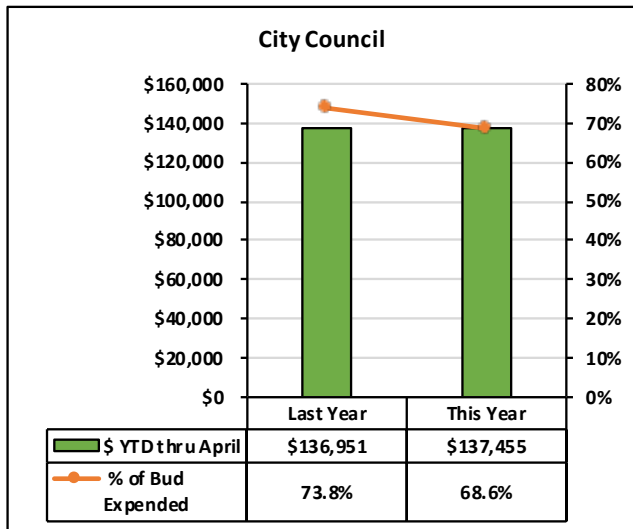
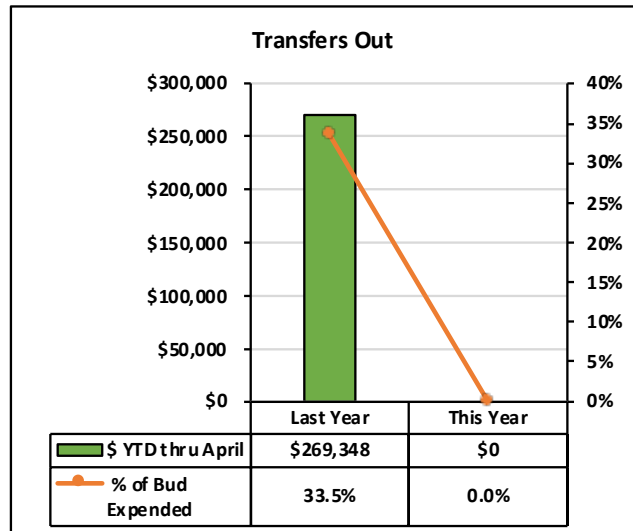
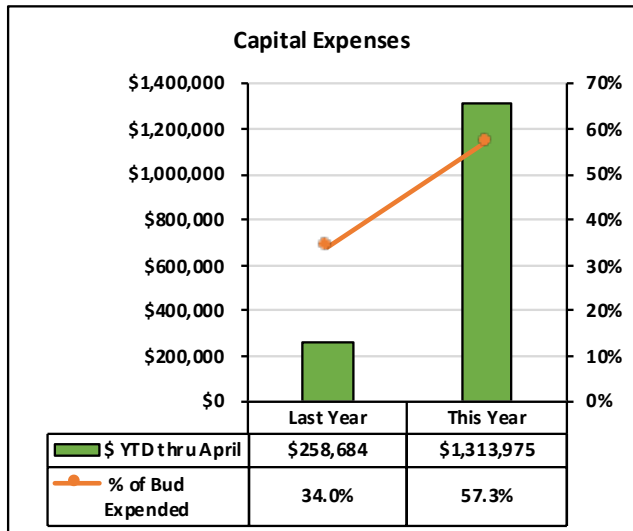
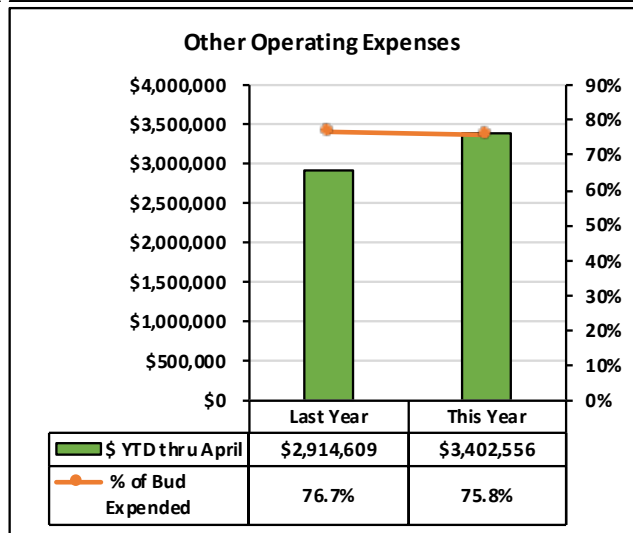
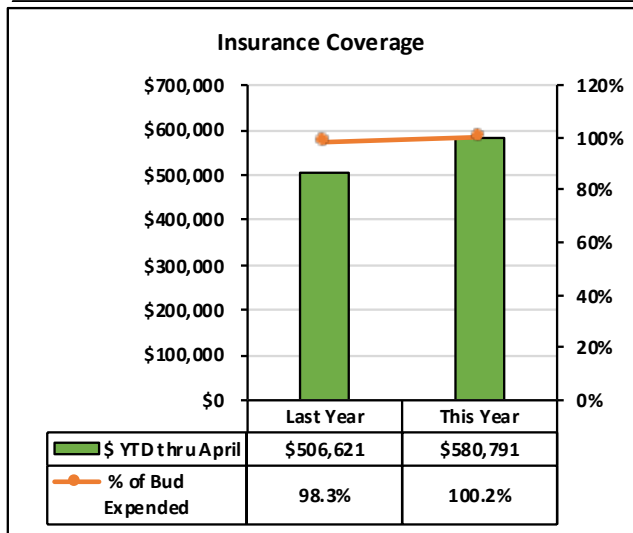
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2022-23 Year-to-Date Through April versus Prior Year



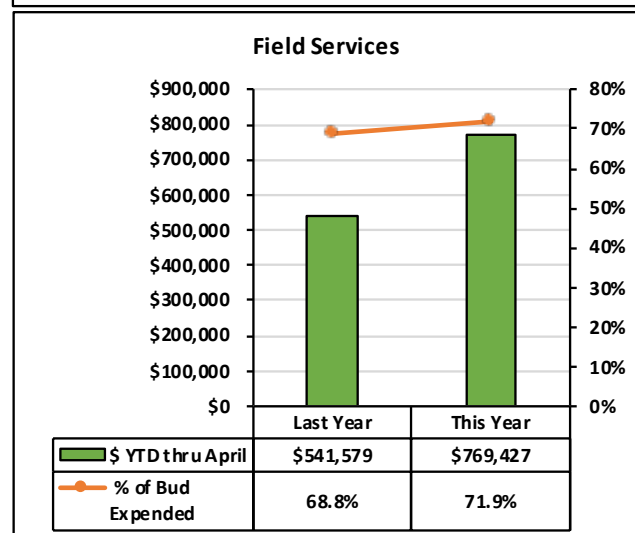
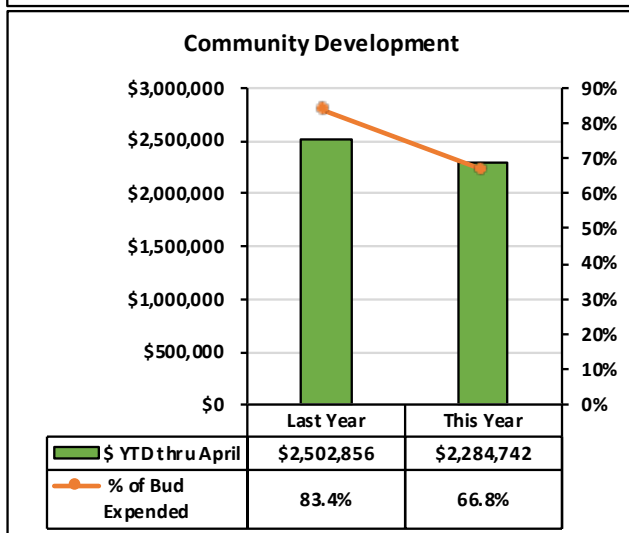
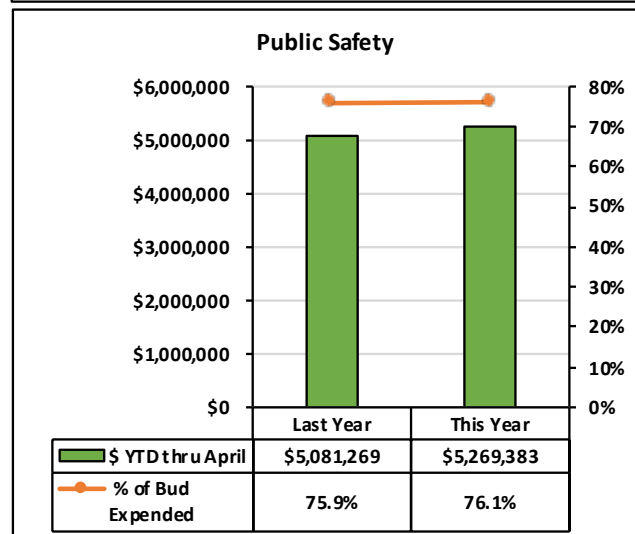
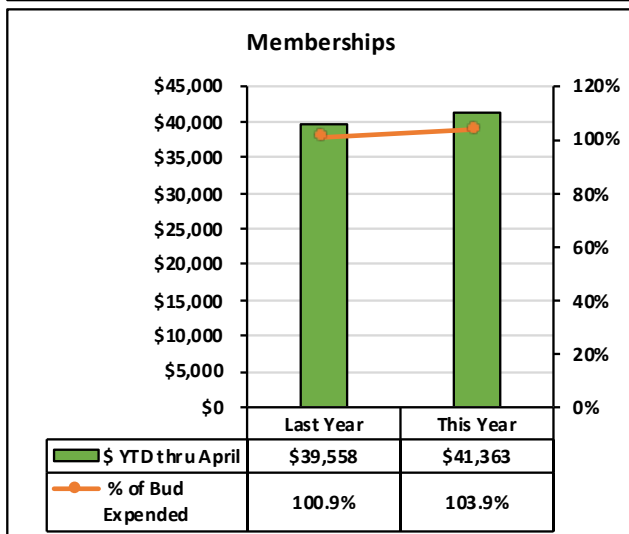
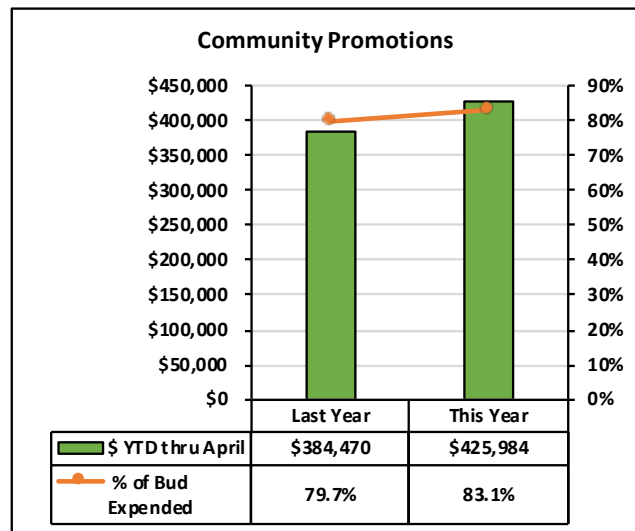
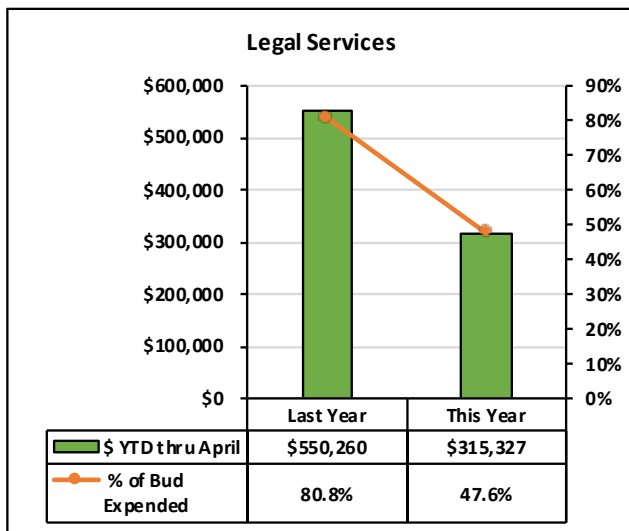
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2022-23 Year-to-Date Through April versus Prior Year



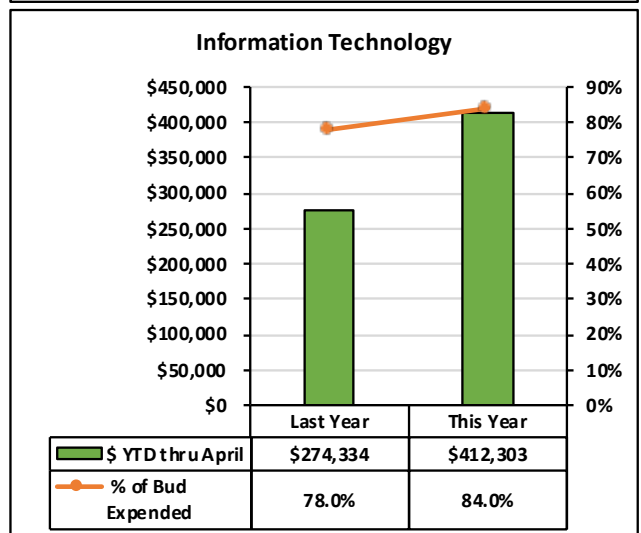
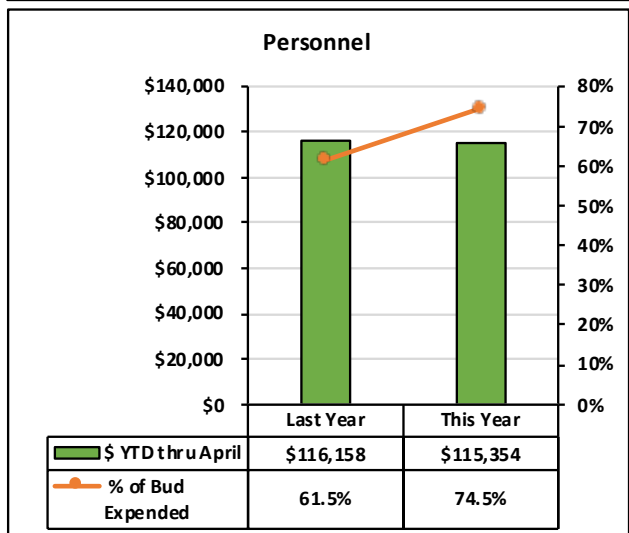
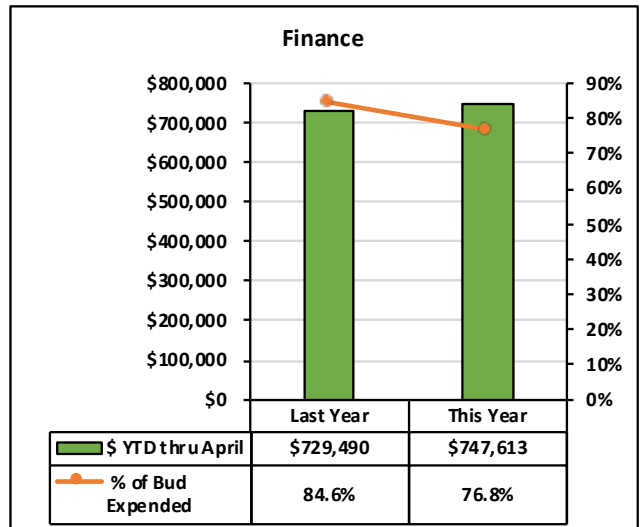
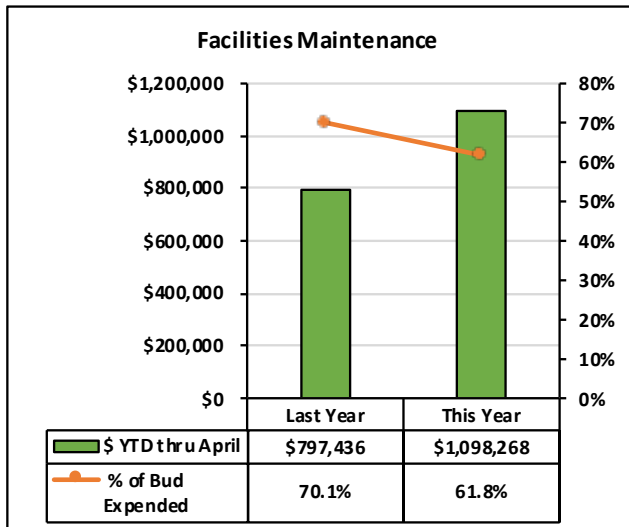
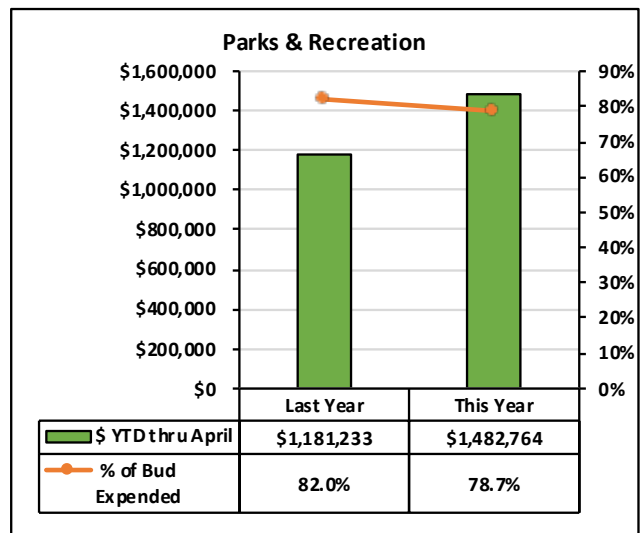
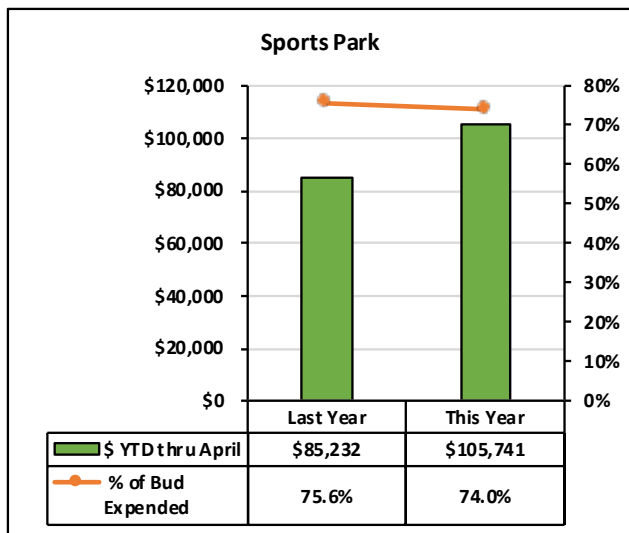
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2022-23 Year-to-Date Through April versus Prior Year



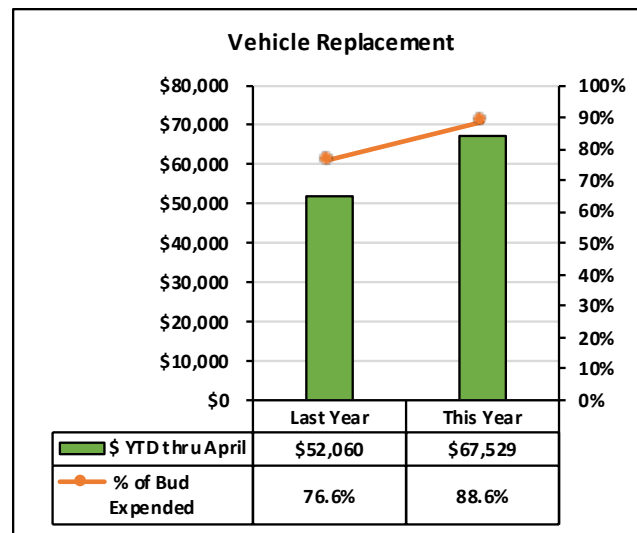
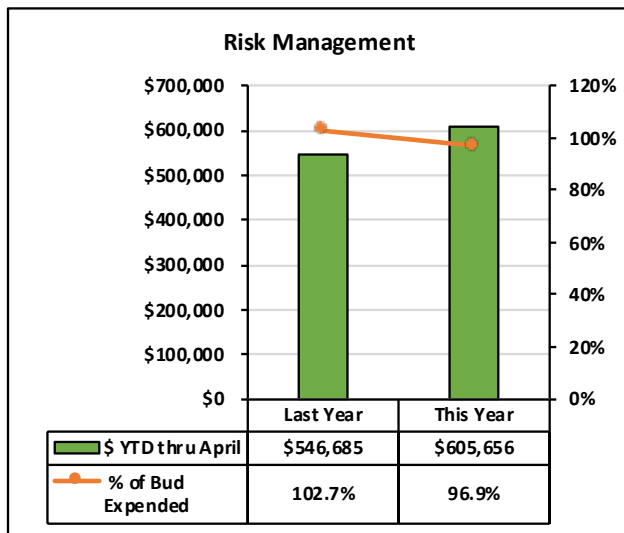
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2022-23 Year-to-Date Through April versus Prior Year



CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2022-23 Year-to-Date Through April versus Prior Year

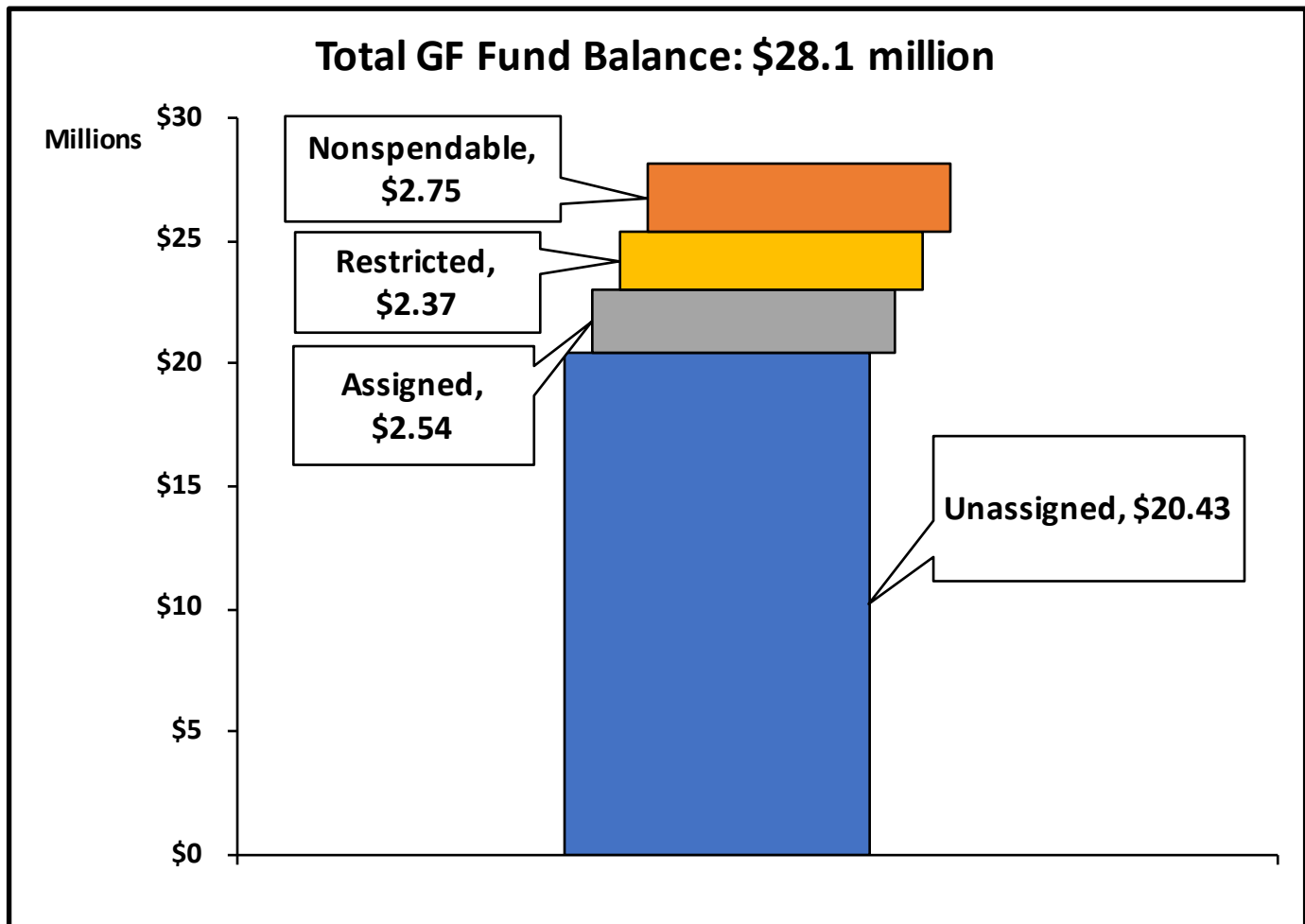


CITY OF DUARTE

Total Revenue, Expenditures, Transfers, and Year-to-Date Surplus/(Deficit) by Fund FY 2022-23 Year-to-Date Through April

Fund #	Fund Name	Beginning Fund Balance	Revenue	Transfers In	Expenditures	Transfers Out	Surplus / (Deficit)	Ending Fund Balance
100	General	28,094,578	18,003,986	0	16,400,045	0	1,603,942	29,698,520
220	Gas Tax	2,226,873	445,953	0	369,475	0	76,477	2,303,350
225	SB1/RMRA	842,601	331,186	0	24,500	53	306,633	1,149,234
240	Lghtng & Lndscpng	102,576	880,139	0	860,579	0	19,560	122,136
260	CDBG	(1,763)	575,568	0	607,431	0	(31,863)	(33,626)
270	PAEG	49,130	16,908	0	39,122	0	(22,214)	26,916
290	Supp Law Enfrmnt	0	165,851	0	131,011	0	34,840	34,840
300	Bike & Ped Safety	(53)	0	53	0	0	53	0
320	Air Quality (AQMD)	132,540	22,336	0	16,096	0	6,240	138,780
400	Park Development	0	5,148	0	27,284	0	(22,136)	(22,136)
420	Quimby	67,648	770	0	0	0	770	68,418
440	Prop A	908,410	500,528	0	397,123	0	103,405	1,011,815
460	Prop C	227,250	409,068	0	322,340	0	86,727	313,977
470	Mea R	984,740	308,104	0	135,381	0	172,723	1,157,463
475	Mea M	667,984	315,153	0	0	0	315,153	983,137
490	Mea W	190,757	1,628	0	103,819	0	(102,190)	88,567
520	Town Cntr Debt Serv	109,632	71	0	75,515	0	(75,444)	34,188
521	Infra Mod Debt Srv	0	0	0	220,837	0	(220,837)	(220,837)
610	Inclusionary Hsng	528,609	6,015	0	0	0	6,015	534,624
620	Community Impr	330,180	145,919	0	114,000	0	31,918	362,098
625	STPL	0	0	0	0	0	0	0
680	Housing Auth	2,000,389	62,003	0	21,758	0	40,246	2,040,635
681	Fmr RDA L/M Hsg	4,051,832	35,998	0	8,495	0	27,503	4,079,335
Total - All Funds		41,513,913	22,232,331	53	19,874,810		2,357,521	43,871,434

CITY OF DUARTE
Components of Fund Balance in the General Fund
as of 7/1/2022



"Nonspendable" Fund Balance: \$2.74 million: Consists of assets that are inherently unspendable in their current form. Nearly all of Duarte's \$2.75 million in nonspendable assets consist of the book value of land held for resale.

"Restricted" Fund Balance: \$2.37 million: Consists of amounts with externally enforceable legal restrictions on the use of the funds. Of the City's restricted funds, the largest portion - over \$2.1 million - may only be used to enhance economic development within the Town Center Specific Plan area.

"Assigned" Fund Balance: \$2.54 million: Comprises amounts intended to be used for specific purposes, as determined by the City Council or by an official delegated by the City Council to make such an assignment. These funds consist of General Fund monies made available by ARPA, and will be used on a range of council-designated special projects.

"Unassigned" Fund Balance: \$20.43 million: This category of fund balance is generally synonymous with the City's discretionary General Fund reserves. These funds may be used for any legitimate governmental expense.

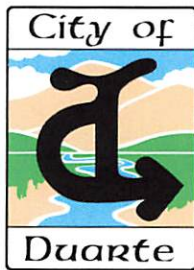


PUBLIC SAFETY STATUS REPORT June 2023



PROJECT/PROGRAM STATUS	
<u>L.A. COUNTY SHERIFF'S DEPARTMENT</u>	
1. Part 1 Crimes	Our current Part 1 crime rate has decreased by 23.39% , resulting in 51 fewer incidents. The majority of categories either show a decline or remain unchanged compared to last year's corresponding period.
2. Special Assignment Team	The Special Assignment Team has diligently pursued investigations into reported crimes, resulting in multiple arrests. Additionally, they have directed their efforts towards addressing nuisances associated with vacant spaces in the Big Lots shopping center and vacant apartments on Santo Domingo. Deputies are currently prioritizing the enforcement of our recently updated Municipal Code, which has led to the issuance of stay away orders in our parks and busy areas.
3. Neighborhood Watch	Sergeant Fiedler and Public Safety Staff organized a Neighborhood Watch meeting at Hacienda Park with the aim of educating residents about recent crime trends and promoting community policing to ultimately reduce overall crime. Furthermore, the Special Assignment Deputies and Public Safety staff collaborated with the Parks and Recreation department for the Community Skate Day event. They offered helmets, distributed information, and provided hot dogs to all attendees.
<u>MEASURE H and OUTREACH COORDINATION</u>	
1. Outreach Coordinator	Tony Hadloc, the Outreach Coordinator, has been serving in this position since August 2018. According to his unofficial homeless count for the month, there are 23 individuals experiencing homelessness. On June 11, 2023, the Los Angeles Homeless Services Authority (LAHSA) assisted a transient individual, who had multiple contacts with outreach services over the years, in reuniting with his father in New Orleans. A follow-up with the father confirmed that the individual had arrived safely and expressed gratitude for the assistance provided. Emily Lepone, the Code Enforcement Officer, commenced her assignment on October 3, 2022. She has been actively enforcing regulations pertaining to shopping cart and public right-of-way violations, as well as addressing nuisances within the Big Lots Shopping Center and vacant apartments on Santo Domingo. As a result of these efforts, the property owner on Santo Domingo has hired a full-time security guard to prevent transient occupancy.
2. L.A. CADA	The L.A. CADA High Acuity Team, dedicated to assisting individuals experiencing homelessness for over a year, commenced their operations in the City of Duarte on August 2, 2022. During this reporting period, they

PROJECT/PROGRAM	STATUS
	interacted with a total of 34 individuals, 9 of whom were encountered for the first time. They conducted 25 follow-up engagements, while 13 individuals declined supportive services. Notably, one individual was provided interim housing at the Long Beach Rescue Mission Shelter. The locations with the highest number of contacts were Huntington Dr/Buena Vista and the Duarte Library. Similarly, the L.A. CADA Supplemental Program, focused on individuals who are recently homeless or at risk of homelessness, began their work in the City on Thursday, September 22, 2022. In this reporting period, they engaged with 11 individuals, including 2 first-time encounters. They conducted 9 follow-up engagements, with 7 individuals declining supportive services. Notably, three individuals were connected to shower and pantry services, while one individual was successfully reconnected with a case manager for Section 8 housing. The location with the most contacts was Duarte Park.
3. 2022 LAHSA Official Homeless Count	Duarte – 11 (25 in 2020) Monrovia – 76 (77 in 2020) Arcadia – 174 (106 in 2020) Irwindale – 213 (7 in 2020) Azusa – 220 (243 in 2020) *Waiting on 2023 Homeless Count numbers
<u>EMERGENCY PREPAREDNESS</u>	
1. Emergency Operations Center	LA County Public Health offers the Heart Heroes Campaign, a Train the Trainer program for hands-only CPR training. At City events, the CERT Team members manage the first aid booth and will deliver on-the-spot training to residents.



AGENDA REPORT

MEETING DATE: June 27, 2023

TO: Mayor and Members of the City Council

FROM: Kristen Petersen, Director of Administrative Services

SUBJECT: Citywide Salary Schedule Effective July 1, 2023

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 23-16 establishing the Citywide Salary Schedule Effective July 1, 2023 pursuant to the terms of the current Memorandums of Understanding.

FISCAL IMPACT: The recommended salary schedule was already included in the recently adopted Fiscal Year 2023/24 Budget.

BACKGROUND

The City has five "groups" of employees: the Management and Professional Unit (governed by an MOU), the General Unit (governed by an MOU), the City Manager (governed by an employment agreement), Unrepresented Employees (governed by an annual compensation resolution) and part time temporary employees.

DISCUSSION/ANALYSIS

On June 22, 2021, the City Council approved three-year Memorandums of Understanding (MOU) with the represented City employees. The third year of the MOU (FY 2023/24) includes a 2% salary increase in July 2023 for all positions that have not been Y-rated and an increase in the healthcare contribution up to the Kaiser rate in January 2024, but not more than 5%.

The City Manager's current Employment Agreement states that the City Manager is entitled to receive the same annual cost of living increase that is provided to the City employees.

The Assistant City Manager's Unrepresented Employee compensation resolution was recently approved and will not be impacted by this increase.

These changes have been applied to the Citywide Salary and Pay Schedule that is attached as Exhibit A. These increases were included in the Fiscal Year 2023/24 Budget that was adopted on June 13, 2023, and will go into effect as of July 1, 2023.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 23-16 establishing the Citywide Salary Schedule Effective July 1, 2023, pursuant to the terms of the current Memorandums of Understanding.

FISCAL IMPACT

The recommended salary schedule was already included in the recently adopted Fiscal Year 2023/24 Budget.

ATTACHMENT

Attachment A – Resolution 23-16

Attachment B – Citywide Salary Schedule Effective July 1, 2023

RESOLUTION NO. 23-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ADOPTING
THE CITYWIDE SALARY AND PAY SCHEDULE**

BE IT RESOLVED by the City Council of the City of Duarte, County of Los Angeles, State of California, as follows:

SECTION 1. The City Council of the City approved and adopted one consolidated and comprehensive publicly available pay schedule, containing all established employee positions and pay rates, in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5.

SECTION 2. On June 12, 2021, the City Council of the City approved Memorandums of Understanding with City employees, which included a salary increase of CPI (2%) in fiscal year 2022/23 for all positions that are not Y rated.

SECTION 3. Section 6(a) of the City Manager Employment Agreement states that the City Manager is entitled to receive such annual cost of living increases, if there be any, provided to other City employees.

SECTION 4. Thus, all wage ranges and steps are hereby adjusted and reflected on the attached Citywide Salary and Pay Schedule as Exhibit A.

SECTION 5. All resolutions, or portions thereof, previously adopted by the City Council and found to be in conflict with the provisions of this resolution are hereby repealed.

SECTION 6. The effective date of this resolution shall be July 1, 2023. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED, AND ADOPTED this 27th day of June 2023.

Jody Schulz
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. 23-16 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 27th day of June 2023, by the following vote:

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

Annette Juarez
City Clerk

CITY OF DUARTE CITY-WIDE SALARY AND PAY SCHEDULE

Effective July 1, 2023 unless otherwise stated

POSITION	Hourly	Monthly	Annually
City Councilmember		\$ 550.00	\$ 6,600
City Manager	\$ 107.14	\$ 18,571	\$ 222,852

DEPARTMENT HEAD / DIVISION MANAGER - UNREPRESENTED

	Step A		Step B		Step C		Step D		Step E		Step F		Step G	
POSITION	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Assistant City Manager	\$ 81.25	\$ 14,084	\$ 84.15	\$ 14,586	\$ 87.04	\$ 15,088	\$ 89.92	\$ 15,586	\$ 92.79	\$ 16,083	\$ 95.68	\$ 16,584	\$ 98.56	\$ 17,083
Human Resources Manager	\$ 43.77	\$ 7,587	\$ 45.42	\$ 7,872	\$ 47.05	\$ 8,156	\$ 48.67	\$ 8,437	\$ 50.32	\$ 8,722	\$ 51.94	\$ 9,003	\$ 53.59	\$ 9,288

MANAGEMENT & PROFESSIONAL EMPLOYEES - SEIU LOCAL 721

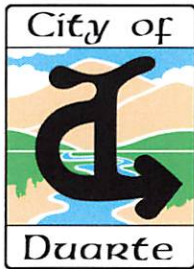
	Step A		Step B		Step C		Step D		Step E		Step F		Step G	
POSITION	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Assistant Civil Engineer	\$ 39.57	\$ 6,859	\$ 40.84	\$ 7,079	\$ 42.08	\$ 7,295	\$ 43.34	\$ 7,513	\$ 44.59	\$ 7,729	\$ 45.86	\$ 7,949	\$ 47.11	\$ 8,166
Assistant to the City Manager	\$ 52.19	\$ 9,046	\$ 53.72	\$ 9,311	\$ 55.24	\$ 9,575	\$ 56.78	\$ 9,841	\$ 58.31	\$ 10,107	\$ 59.85	\$ 10,374	\$ 61.40	\$ 10,643
Associate Civil Engineer (Y)	\$ 44.35	\$ 7,687	\$ 45.97	\$ 7,969	\$ 47.59	\$ 8,250	\$ 49.23	\$ 8,533	\$ 50.84	\$ 8,812	\$ 52.48	\$ 9,096	\$ 54.10	\$ 9,378
Associate Planner	\$ 41.34	\$ 7,165	\$ 42.73	\$ 7,406	\$ 44.13	\$ 7,649	\$ 45.54	\$ 7,893	\$ 46.94	\$ 8,136	\$ 48.35	\$ 8,380	\$ 49.76	\$ 8,626
City Clerk	\$ 49.63	\$ 8,602	\$ 51.07	\$ 8,852	\$ 52.50	\$ 9,100	\$ 53.95	\$ 9,351	\$ 55.37	\$ 9,597	\$ 56.82	\$ 9,849	\$ 58.27	\$ 10,099
Deputy City Manager	\$ 57.40	\$ 9,950	\$ 59.10	\$ 10,244	\$ 60.77	\$ 10,533	\$ 62.46	\$ 10,827	\$ 64.14	\$ 11,118	\$ 65.84	\$ 11,413	\$ 67.54	\$ 11,707
Director of Community Development	\$ 73.88	\$ 12,805	\$ 76.74	\$ 13,301	\$ 79.58	\$ 13,794	\$ 82.44	\$ 14,290	\$ 85.30	\$ 14,785	\$ 88.14	\$ 15,278	\$ 91.00	\$ 15,774
Director of Parks & Recreation	\$ 70.02	\$ 12,136	\$ 72.29	\$ 12,531	\$ 74.57	\$ 12,925	\$ 76.85	\$ 13,320	\$ 79.12	\$ 13,715	\$ 81.40	\$ 14,109	\$ 83.68	\$ 14,504
Director of Public Safety Services	\$ 70.02	\$ 12,136	\$ 72.29	\$ 12,531	\$ 74.57	\$ 12,925	\$ 76.85	\$ 13,320	\$ 79.12	\$ 13,715	\$ 81.40	\$ 14,109	\$ 83.68	\$ 14,504
Facilities Maintenance Supervisor	\$ 36.90	\$ 6,396	\$ 38.31	\$ 6,641	\$ 39.74	\$ 6,888	\$ 41.15	\$ 7,132	\$ 42.56	\$ 7,377	\$ 43.98	\$ 7,624	\$ 45.39	\$ 7,868
Field Services Manager	\$ 55.03	\$ 9,539	\$ 56.91	\$ 9,864	\$ 58.77	\$ 10,187	\$ 60.65	\$ 10,512	\$ 62.51	\$ 10,834	\$ 64.38	\$ 11,160	\$ 66.26	\$ 11,486
Financial Services Manager	\$ 52.75	\$ 9,143	\$ 54.38	\$ 9,426	\$ 56.06	\$ 9,717	\$ 57.80	\$ 10,018	\$ 59.58	\$ 10,328	\$ 61.43	\$ 10,647	\$ 63.32	\$ 10,976
Planning Manager	\$ 58.97	\$ 10,221	\$ 60.84	\$ 10,546	\$ 62.71	\$ 10,870	\$ 64.59	\$ 11,195	\$ 66.47	\$ 11,521	\$ 68.34	\$ 11,845	\$ 70.21	\$ 12,170
Public Safety Manager	\$ 58.97	\$ 10,221	\$ 60.84	\$ 10,546	\$ 62.71	\$ 10,870	\$ 64.59	\$ 11,195	\$ 66.47	\$ 11,521	\$ 68.34	\$ 11,845	\$ 70.21	\$ 12,170
Public Works Manager	\$ 55.70	\$ 9,654	\$ 57.45	\$ 9,958	\$ 59.20	\$ 10,261	\$ 60.97	\$ 10,568	\$ 62.72	\$ 10,871	\$ 64.48	\$ 11,177	\$ 66.25	\$ 11,483
Recreation Superintendent	\$ 48.92	\$ 8,479	\$ 50.64	\$ 8,778	\$ 52.36	\$ 9,076	\$ 54.08	\$ 9,375	\$ 55.81	\$ 9,673	\$ 57.54	\$ 9,973	\$ 59.27	\$ 10,273
Recreation Supervisor	\$ 36.90	\$ 6,396	\$ 38.31	\$ 6,641	\$ 39.74	\$ 6,888	\$ 41.15	\$ 7,132	\$ 42.57	\$ 7,379	\$ 43.98	\$ 7,624	\$ 45.40	\$ 7,869
Senior Planner	\$ 51.56	\$ 8,937	\$ 53.19	\$ 9,219	\$ 54.82	\$ 9,502	\$ 56.46	\$ 9,786	\$ 58.08	\$ 10,067	\$ 59.71	\$ 10,350	\$ 61.35	\$ 10,633
Transportation Supervisor	\$ 40.21	\$ 6,970	\$ 41.80	\$ 7,246	\$ 43.42	\$ 7,527	\$ 45.02	\$ 7,804	\$ 46.63	\$ 8,082	\$ 48.25	\$ 8,363	\$ 49.85	\$ 8,641

GENERAL EMPLOYEES - SEIU LOCAL 721

POSITION	Step A		Step B		Step C		Step D		Step E		Step F		Step G	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Accountant	\$ 34.92	\$ 6,052	\$ 36.00	\$ 6,240	\$ 37.11	\$ 6,433	\$ 38.26	\$ 6,631	\$ 39.45	\$ 6,837	\$ 40.66	\$ 7,049	\$ 41.92	\$ 7,266
Accounting Specialist (Y)	\$ 28.92	\$ 5,014	\$ 29.91	\$ 5,184	\$ 30.91	\$ 5,357	\$ 31.90	\$ 5,530	\$ 32.89	\$ 5,701	\$ 33.89	\$ 5,874	\$ 34.87	\$ 6,044
Administrative Secretary	\$ 27.32	\$ 4,736	\$ 28.37	\$ 4,918	\$ 29.42	\$ 5,100	\$ 30.47	\$ 5,282	\$ 31.52	\$ 5,464	\$ 32.56	\$ 5,644	\$ 33.61	\$ 5,826
Assistant Planner	\$ 32.90	\$ 5,703	\$ 34.18	\$ 5,924	\$ 35.47	\$ 6,148	\$ 36.76	\$ 6,372	\$ 38.04	\$ 6,593	\$ 39.32	\$ 6,815	\$ 40.61	\$ 7,038
Building Permit Technician	\$ 27.32	\$ 4,736	\$ 28.37	\$ 4,918	\$ 29.42	\$ 5,100	\$ 30.47	\$ 5,282	\$ 31.52	\$ 5,464	\$ 32.56	\$ 5,644	\$ 33.61	\$ 5,826
Civil Engineering Technician	\$ 29.61	\$ 5,133	\$ 30.85	\$ 5,348	\$ 32.09	\$ 5,563	\$ 33.32	\$ 5,775	\$ 34.57	\$ 5,992	\$ 35.81	\$ 6,207	\$ 37.05	\$ 6,422
Clerk/Typist Receptionist	\$ 22.53	\$ 3,905	\$ 23.35	\$ 4,048	\$ 24.16	\$ 4,188	\$ 24.97	\$ 4,328	\$ 25.79	\$ 4,471	\$ 26.61	\$ 4,613	\$ 27.45	\$ 4,758
Code Compliance / Animal Control Officer (Y)	\$ 30.75	\$ 5,330	\$ 32.04	\$ 5,553	\$ 33.31	\$ 5,774	\$ 34.60	\$ 5,998	\$ 35.88	\$ 6,219	\$ 37.17	\$ 6,443	\$ 38.45	\$ 6,664
Community Development Technician	\$ 26.97	\$ 4,675	\$ 27.94	\$ 4,843	\$ 28.90	\$ 5,009	\$ 29.87	\$ 5,178	\$ 30.83	\$ 5,344	\$ 31.80	\$ 5,512	\$ 32.76	\$ 5,678
Crime Prevention Specialist	\$ 33.15	\$ 5,747	\$ 34.37	\$ 5,957	\$ 35.62	\$ 6,174	\$ 36.90	\$ 6,396	\$ 38.16	\$ 6,615	\$ 39.44	\$ 6,837	\$ 40.71	\$ 7,056
Custodian	\$ 22.63	\$ 3,923	\$ 23.49	\$ 4,072	\$ 24.35	\$ 4,221	\$ 25.24	\$ 4,374	\$ 26.10	\$ 4,523	\$ 26.98	\$ 4,677	\$ 27.84	\$ 4,826
Deputy City Clerk	\$ 27.32	\$ 4,736	\$ 28.37	\$ 4,918	\$ 29.42	\$ 5,100	\$ 30.47	\$ 5,282	\$ 31.52	\$ 5,464	\$ 32.56	\$ 5,644	\$ 33.61	\$ 5,826
Field Services Supervisor	\$ 35.44	\$ 6,144	\$ 37.20	\$ 6,448	\$ 38.97	\$ 6,755	\$ 40.74	\$ 7,062	\$ 42.52	\$ 7,369	\$ 44.30	\$ 7,679	\$ 46.07	\$ 7,985
Human Resources Specialist (Y)	\$ 29.96	\$ 5,193	\$ 31.21	\$ 5,410	\$ 32.46	\$ 5,627	\$ 33.72	\$ 5,844	\$ 34.96	\$ 6,059	\$ 36.21	\$ 6,276	\$ 37.46	\$ 6,493
Maintenance Technician	\$ 23.15	\$ 4,013	\$ 24.12	\$ 4,181	\$ 25.08	\$ 4,347	\$ 26.05	\$ 4,515	\$ 27.01	\$ 4,681	\$ 27.98	\$ 4,849	\$ 28.94	\$ 5,015
Management Aide	\$ 30.06	\$ 5,211	\$ 30.99	\$ 5,372	\$ 31.95	\$ 5,538	\$ 32.94	\$ 5,709	\$ 33.96	\$ 5,887	\$ 35.01	\$ 6,068	\$ 36.09	\$ 6,256
Management Analyst - City Manager's Office	\$ 33.10	\$ 5,737	\$ 34.47	\$ 5,976	\$ 35.91	\$ 6,225	\$ 37.41	\$ 6,484	\$ 38.97	\$ 6,755	\$ 40.59	\$ 7,036	\$ 42.28	\$ 7,329
Outreach Coordinator - Public Safety	\$ 26.73	\$ 4,633	\$ 27.74	\$ 4,808	\$ 28.75	\$ 4,984	\$ 29.76	\$ 5,159	\$ 30.79	\$ 5,337	\$ 31.80	\$ 5,512	\$ 32.83	\$ 5,690
Recreation Coordinator	\$ 26.73	\$ 4,633	\$ 27.74	\$ 4,808	\$ 28.75	\$ 4,984	\$ 29.76	\$ 5,159	\$ 30.79	\$ 5,337	\$ 31.80	\$ 5,512	\$ 32.83	\$ 5,690
Senior Code Compliance / Animal Control Officer (Y)	\$ 33.48	\$ 5,804	\$ 34.87	\$ 6,044	\$ 36.26	\$ 6,284	\$ 37.65	\$ 6,527	\$ 39.07	\$ 6,771	\$ 40.46	\$ 7,014	\$ 41.85	\$ 7,254
Senior Custodian	\$ 27.46	\$ 4,760	\$ 28.52	\$ 4,944	\$ 29.59	\$ 5,129	\$ 30.65	\$ 5,313	\$ 31.73	\$ 5,499	\$ 32.79	\$ 5,683	\$ 33.86	\$ 5,870
Senior Maintenance Technician	\$ 27.16	\$ 4,708	\$ 28.20	\$ 4,887	\$ 29.23	\$ 5,067	\$ 30.27	\$ 5,247	\$ 31.32	\$ 5,429	\$ 32.37	\$ 5,611	\$ 33.40	\$ 5,788

PART-TIME HOURLY EMPLOYEES

POSITION	Hourly Pay Rate						
	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Aerobics Instructor	\$ 15.50	\$ 15.90	\$ 17.32	\$ 19.23	\$ 21.16	\$ 23.08	\$ 24.97
Animal Control Officer	\$ 22.13	\$ 22.99	\$ 23.85	\$ 24.71	\$ 25.57	\$ 26.43	\$ 27.29
Assistant Boxing Trainer	\$ 15.50	\$ 15.58	\$ 15.66	\$ 15.76	\$ 16.14	\$ 16.90	\$ 17.29
Boxing Trainer	\$ 21.13	\$ 21.44	\$ 21.55	\$ 22.37	\$ 22.98	\$ 24.21	\$ 24.83
Certified Aerobics Instructor	\$ 25.03	\$ 26.28	\$ 27.76	\$ 29.24	\$ 30.72	\$ 32.21	\$ 33.69
College Intern	\$ 15.50	\$ 15.80	\$ 16.36	\$ 17.99	\$ 19.80	\$ 21.78	\$ 23.95
Community Services Officer	\$ 22.13	\$ 22.99	\$ 23.85	\$ 24.71	\$ 25.57	\$ 26.43	\$ 27.29
Computer Lab Technician	\$ 15.50	\$ 15.60	\$ 15.75	\$ 15.99	\$ 16.43	\$ 16.86	\$ 17.30
Custodian	\$ 18.17	\$ 18.88	\$ 19.57	\$ 20.27	\$ 20.97	\$ 21.67	\$ 22.36
Dance Instructor	\$50.00						
Lifeguard	\$ 15.50	\$ 15.60	\$ 15.70	\$ 15.92	\$ 16.24	\$ 16.56	\$ 16.89
Lifeguard/Instructor	\$ 16.50	\$ 17.08	\$ 17.68	\$ 18.29	\$ 18.83	\$ 19.60	\$ 20.28
Pool Manager	\$ 18.66	\$ 19.51	\$ 20.36	\$ 21.20	\$ 22.06	\$ 22.90	\$ 23.76
Recreation Leader	\$ 15.50	\$ 15.97	\$ 16.44	\$ 16.94	\$ 17.45	\$ 17.97	\$ 18.51
Recreation Specialist	\$ 17.50	\$ 18.03	\$ 18.57	\$ 19.12	\$ 19.70	\$ 20.29	\$ 20.90
Senior Custodian	\$ 26.40	\$ 27.42	\$ 28.44	\$ 29.46	\$ 30.49	\$ 31.51	\$ 32.55
Trail Maintenance Crew	\$ 15.50	\$ 15.79	\$ 17.37	\$ 19.11	\$ 21.02	\$ 23.13	\$ 25.44



AGENDA REPORT

MEETING DATE: June 27, 2023

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Tina Gall, LDM Associates, Inc.,
Community Development Block Grant Consultant

SUBJECT: Consideration of a Resolution Approving Participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program by entering into a three-year Participating City Cooperation Agreement with the County of Los Angeles for the period July 1, 2024 through June 30, 2027

RECOMMENDATION: Staff recommends that the City Council:

1. Adopt Resolution No. 23-17 approving continued participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program by entering into a three-year Participating City Cooperation Agreement with the County of Los Angeles for the period July 1, 2024 through June 30, 2027; and,
2. Authorize the City Manager, or Designee, to execute all contracts, in a form approved by the City Attorney, with the Los Angeles County Development Authority (LACDA), and to execute any and all documents necessary for participation in the Los Angeles Urban County CDBG Program.

FISCAL IMPACT: None

BACKGROUND

Duarte has been a participating city in the Los Angeles Urban County Community Development Block Grant (CDBG) Program for many years. The City's annual allocation of approximately \$135,000 in federal CDBG funds supports the successful construction of Americans with Disabilities Act (ADA) compliant improvements to City Hall, city streets, sidewalks and curb ramps. The mission of the CDBG Program is to principally benefit low- and moderate-income persons, aid in the prevention of neighborhood deterioration and meet other urgent community development needs.

DISCUSSION/ANALYSIS

On June 18, 2020, Duarte entered into a three-year Participating City Cooperation Agreement with the County of Los Angeles for a three-year period beginning July 1, 2021 through June 30, 2024. As the prior three-year qualification period reaches the June 30, 2024 expiration date, LACDA is

requesting that cities wishing to continue participating in the Urban County CDBG Program renew for another three-year term. To remain eligible, the City is required to adopt a resolution approving a new three-year Participating City Cooperation Agreement, for the term effective July 1, 2024 through June 30, 2027.

Resolution No. 23-17 authorizes the City Manager, or designee, to sign the three-year Participating City Cooperation Agreement on behalf of the City Council. The Resolution further provides the City Manager to designate authority to the Community Development Director to execute CDBG Program contracts and agreements with LACDA, and, if necessary, make minor adjustments in CDBG programmatic requirements, as directed by LACDA.

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. 23-17 approving continued participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program by entering into a three-year Participating City Cooperation Agreement with the County of Los Angeles effective July 1, 2024 through June 30, 2027; and,
2. Authorize the City Manager, or designee, to execute all necessary contract documents with the Los Angeles County Development Authority (LACDA) in a form approved by the City Attorney; and,
3. Authorize staff the ability to make adjustments due to changes in CDBG Program requirements and/or as needed due to programmatic interpretations by LACDA.

FISCAL IMPACT

None. This Participating City Cooperation Agreement does not contain any direct monetary obligations. By executing this Agreement, the City will continue to be eligible to receive approximately \$135,000 annually in federal Community Development Block Grant funds from Los Angeles County.

ATTACHMENT

Resolution No. 23-17

RESOLUTION NO. 23-17

A RESOLUTION OF THE DUARTE CITY COUNCIL APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BY ENTERING INTO A THREE-YEAR COOPERATION AGREEMENT WITH THE COUNTY OF LOS ANGELES

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

WHEREAS, the primary goals of Title 1 of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the City of Duarte contracts with the Los Angeles County Development Authority (LACDA) for the disbursement of Community Development Block Grant (CDBG) Funds through the Small Cities Program; and

WHEREAS, on June 18, 2020, the City entered into a Cooperation Agreement with the County of Los Angeles for a three-year participation period, beginning July 1, 2021 through June 30, 2024, in order to receive said CDBG funds; and

WHEREAS, said Cooperation Agreement will expire on June 30, 2024, and the City desires to renew its participation in the Los Angeles Urban County CDBG Program for the next three-year qualification period beginning July 1, 2024 through June 30, 2027, by entering into a new three-year Participating City Cooperation Agreement; and

NOW, THEREFORE, THE DUARTE CITY COUNCIL DOES HEREBY ORDER AND RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby adopts and approves the three-year Participating City Cooperation Agreement between the City of Duarte and the County of Los Angeles effective July 1, 2024 through June 30, 2027.

SECTION 2. The City Council authorizes the City's continued participation in the Los Angeles Urban County CDBG Program in order to receive an estimated annual CDBG allocation of \$135,000 for the purposes of implementing eligible CDBG projects within the City of Duarte.

SECTION 3. The City Council authorizes the City Manager, or designee, to execute any and all documents necessary for participation in the Los Angeles Urban County CDBG Program on behalf of the City.

SECTION 4. The City Council further authorizes the City Manager, or designee, to timely execute all necessary CDBG Program contracts and agreements with the Los Angeles County Development Authority, together with any changes therein which may be approved by the City Manager and, as necessary, the City Attorney.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution and thenceforth and thereafter the same shall be in full force and effect.

PASSED APPROVED AND ADOPTED this 27th day of June 2023.

Jody Schulz
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. 23-17 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 27th day of June, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Annette Juarez
City Clerk

**COUNTY OF LOS ANGELES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
HOME INVESTMENT PARTNERSHIPS PROGRAM
EMERGENCY SOLUTIONS GRANT PROGRAM**

**PARTICIPATING CITY
COOPERATION AGREEMENT**

This **COOPERATION AGREEMENT** (“Agreement”) is being entered into on this 27th day of June 2023, to be effective on the 1st day of July 2024, by and between the **CITY OF DUARTE**, hereinafter referred to as “City,” and the County of Los Angeles, by and through the Executive Director of the Los Angeles County Development Authority, hereinafter referred to as “County,” and shall remain in effect for the County's Consolidated Plan for Fiscal Years 2024-2026. The County and the City are collectively referred to as the “Parties” or individually “Party.”

WITNESSETH THAT:

WHEREAS, in 1974, the U.S. Congress enacted and the President signed a law entitled, the Housing and Community Development Act of 1974, as amended, herein called the “Act”;

WHEREAS, the Parties desire to cooperate to undertake, or assist in undertaking, community development, community renewal of lower-income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act, the Cranston-Gonzalez National Affordable Housing Act (“NAHA”), and the U.S. Housing Act of 1937, as amended;

WHEREAS, the Community Development Block Grant (“CDBG”) Program, the HOME Investment Partnerships (“HOME”) Program, and the Emergency Solutions Grant (“ESG”) Program are required to have an approved comprehensive housing strategy as authorized under NAHA;

WHEREAS, the County has requested of the U.S. Department of Housing and Urban Development, hereinafter referred to as “HUD”, that the County be designated as an urban county, hereinafter referred as to the “Los Angeles Urban County”;

WHEREAS, the City has participated with the County in the Los Angeles Urban County Program and desires to renew its participation with the County in said Los Angeles Urban County Program for the County's Consolidated Plan for Fiscal Years 2024-2026;

WHEREAS, as the Los Angeles Urban County designee, the County will take responsibility and assume all obligations of an applicant under federal statutes, including: the analysis of needs, the setting of objectives, the preparation of community development and housing assistance plans, the consolidated plan, and the assurances of certifications;

WHEREAS, the terms and provisions of this Agreement are fully authorized under state and local law, and this Agreement provides full legal authority for the County to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, by executing this Agreement, the Parties hereby give notice of the intention to participate in the Los Angeles Urban County Program.

NOW, THEREFORE, the Parties agree as follows:

1. The City hereby authorizes the County to perform, or cause to be performed, those acts necessary or appropriate to implement the community development and housing assistance activities. Specifically urban renewal and publicly assisted housing, including, but not limited to, improvement or development of housing for persons of low- to moderate-income, and other community or urban renewal activities authorized under the Act for the City in the County's Consolidated Plan for Fiscal Years 2024-2026, which will be funded from the CDBG Program, and, where applicable HOME and ESG Programs, from federal annual appropriations and from any program income generated from the expenditure of such funds.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the then-current fiscal year. The County will endeavor to notify the City in writing within ten (10) days of receipt of non-appropriation notice.

2. This Agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: The CDBG Program, the HOME Program, and the ESG Program.
3. In executing this Agreement, the City understands the following:
 - a. The County has the final responsibility for selecting CDBG, and, where applicable, HOME and ESG, activities and submitting the Consolidated Plan to HUD.
 - b. The City is not eligible to apply for grants under the State CDBG ("Small Cities CDBG") Program for appropriations for the County's Consolidated Plan for Fiscal Years 2024-2026.
 - c. The City may participate in the HOME Program only through the Los Angeles Urban County Program. Thus, even if the County does not receive a HOME formula allocation, the City cannot form a HOME consortium with other local governments.
 - d. The City may participate in the ESG Program only through the Los Angeles

Urban County Program.

4. The term of this Agreement shall be for the County's Consolidated Plan for Fiscal Years 2024-2026 and commence on **July 1, 2024** through **June 30, 2027** ("Urban County Term"). The Parties agree that they cannot terminate or withdraw from this Agreement while it remains in effect. The City provides written notice at least 60 days prior to June 30 2026 that it elects not to participate in the next urban county qualification period. Towards the end of the second year of the Urban County Term, the County will notify the City in writing of its right not to participate in the County's successive Consolidated Plan for the next three-year period.

The Parties agree to adopt amendments to this Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in HUD's *Urban County Qualification for Participation Notice*, prior to the subsequent three-year extension of the term.

5. This Agreement shall be effective for the Urban County Term and for such period of time for the expenditure of all CDBG funds, or where applicable, HOME and ESG funds, allocated to the City under this Agreement and appropriations from any program income therefrom and for the completion of the funded activities. The Parties agree that they cannot terminate or withdraw from this Agreement while it remains in effect.
6. The Parties agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act.

The Parties in the performance of this Agreement shall take all actions necessary or appropriate to assure compliance with the Los Angeles Urban County Program's certification under Section 104(b) of Title I of the Act, as amended, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964; and the implementing regulations at 24 CFR Part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152, available at <https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications>.

Furthermore, the Parties in the performance of this Agreement shall take all actions necessary or appropriate to assure compliance with Section 109 of Title I of the Act, and the implementing regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act, and the implementing

regulations at 28 CFR Part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR Part 146, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws and regulations.

The Parties agree that CDBG and, where applicable, HOME and ESG funding is prohibited for any activities in, or in support of, any cooperating City that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with its fair housing certification. The City acknowledges and agrees to HUD's 424-B Form, *Assurances and Certifications*.

7. Pursuant to 24 CFR § 570.501(b), the City is subject to all requirements applicable to subrecipients, including the requirement of a written agreement as set forth in 24 CFR § 570.503.
8. The City shall report to the County of any income generated by the use of CDBG and, where applicable, HOME and ESG funds received by the City. Any such program income, if applicable, must be remitted to the County within 30 days of receipt. Such program income may be used for eligible activities in accordance with all CDBG and, where applicable, HOME and ESG, requirements as may then apply.
9. The County shall be responsible for monitoring and reporting to HUD on the use of any program income; therefore, the City shall be required to maintain appropriate record keeping and reporting for this purpose.
10. The City may not sell, trade or otherwise transfer all or any portion of CDBG, and, where applicable, HOME and ESG funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG, and, where applicable, HOME and ESG funds in exchange for any other funds, credits or non-federal consideration, but must use such funds for activities eligible under Title I of the Act.
11. In the event of grant close-out or termination of this Agreement, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 60 days after grant closeout or termination of this Agreement.
12. All program income generated from the disposition or transfer of real property acquired or improved by the City using CDBG and, where applicable, HOME and ESG, funds or program income, during the Urban County Term, shall be subject to all the terms and conditions of this Agreement.
13. Any real property which is acquired or improved by the City during the term of this Agreement, in whole or in part, using CDBG and/or HOME and ESG funds or program income in excess of \$25,000, shall be subject to the following standards:

- a. The County shall be notified by the City in writing of any modification or change in the use or disposition of such real property from that planned at the time of the acquisition or improvement. Such notification shall be made prior to the modification, change in use or disposition.
 - b. If such real property is sold within five (5) years or transferred for a use which does not qualify as an eligible activity under CDBG and/or HOME and ESG regulations, the City shall reimburse to the County an amount equal to the pro-rata share of the current fair market value of the property or proceeds from the sales. The pro-rata share shall be calculated by multiplying the current market value by the percentage of the purchase price paid with CDBG funds or program income.
- 14. The City shall make available for inspection and audit to County's and HUD's representatives, upon request, at any time during the duration of this Agreement and for a period of five (5) years thereafter, all of its books and records relating to CDBG and, where applicable, HOME and ESG, program activities and income.
- 15. Following the end of the three-year reimbursable contract period and after resolving any financial or programmatic findings, if the City elects to leave the Los Angeles Urban County Program and is not eligible to become an entitlement city, the City will be unable to request that its allocation or any remaining balance be transferred to the City. Any remaining balance will be transferred to the funding pool of the Supervisorial District in which the City is located.
- 16. The City has adopted and is enforcing:
 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- 17. The City shall provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the City's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;

- ii. The City’s policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by paragraph “a” of this Section 20.
- d. Notifying the employee in the statement required by paragraph “a” of this Section 20 that, as a condition of employment funded by the CDBG, and where applicable, HOME and ESG grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the City in writing of his or her conviction of a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- e. Notifying the County in writing, within ten (10) calendar days after receiving notice under subparagraph d(ii) of this Section 20 from an employee or otherwise receiving actual notice of any such conviction; and the City must provide written notice, including position or title, of any City employees convicted of any criminal drug statute to every County officer or other designee who processed a CDBG, HOME, or ESG grant which funded any activity on which the convicted employee was working, unless HUD has designated an identification number(s) of each affected grant.
- f. Taking one (1) of the following actions, within 30 calendar days of receiving notice under subparagraph d(ii) of this Section 20, with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, state, local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs a, b, c, d, e, and f, of this Section 17.

18. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery, and therefore shall be deemed an original, and all of which shall constitute one and the same document, for the same effect as if all parties hereto had signed the same signature page.

The facsimile, email, or other electronically delivered signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Executive Director of the LACDA, and the City has subscribed the same through its duly authorized officers, on the day, month, and year first above written.

County Counsel Certification

The office of the County Counsel hereby certifies that the terms and provisions of this Agreement are fully authorized under state and local laws, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and public assisted housing.

By: _____
Principal Deputy County Counsel

_____ Date

COUNTY OF LOS ANGELES

CITY OF DUARTE

By: _____
EMILIO SALAS, Executive Director
Los Angeles County Development Authority

By: _____
MAYOR OR DESIGNEE

ATTEST:
City Clerk

By: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
BEHNAZ TASHAKORIAN
Principal Deputy County Counsel

By: _____
CITY ATTORNEY



AGENDA REPORT

MEETING DATE: June 27, 2023

TO: Mayor and Members of the City Council

FROM: Larry Breceda, Director of Public Safety

SUBJECT: All City Management Services Agreement for Crossing Guard Services

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute the All City Management Services Agreement for Crossing Guard Services and authorize a budget amendment of \$34,000 in account 1205-7782

FISCAL IMPACT: \$108,000 was included in the 2023/24 budget for crossing guard services, however the actual contract is \$142,000, increasing costs by \$34,000.

BACKGROUND

In 2019, the City made the decision to contract with All City Management Services (ACMS) for the provision of crossing guard services. Prior to that, the City had been responsible for hiring and training crossing guards, with costs shared between the City, Duarte Unified School District (DUSD) and California School of the Arts (CSArts).

DISCUSSION/ANALYSIS

The ACMS agreement is an annual agreement that requires the City's approval. In addition, the City entered into separate agreements with DUSD and CSArts, which specify the approval of the ACMS agreement and the acceptance of fifty percent (50%) of the associated costs. These agreements are still in effect and will remain so until either party requests a modification or adjustment.

DUSD and CSArts collaborate with the Public Safety Department to determine the locations and operating hours for crossing guards at each site.

For the upcoming 2023/24 school year, DUSD has requested the assignment of five crossing guards at the following locations:

1. Royal Oaks Drive at Crestfield Drive (Royal Oaks School)
2. Mt. Olive Drive at Royal Oaks Drive (Royal Oaks School)
3. Buena Vista Street at Kellwil Way (Beardslee School)
4. Mel Canyon Road at Deerlane Drive (Valleyview School)
5. Deerlane Drive at Larkhall Avenue (Valleyview School) (New Position)

CSArts has requested the assignment of two crossing guards for the 2023/24 school year at the following locations:

1. Highland Avenue at the PAC Driveway
2. Central Avenue at Highland Avenue

The nationwide Covid-19 Pandemic has had a significant impact on the labor market across all sectors. Following the pandemic, All City Management Services (ACMS) experienced a severe reduction in their workforce, and subsequently, they have faced challenges in maintaining an adequate number of employees. To adapt, they have transitioned a considerable portion of their workforce from an older, more stable demographic to a younger, more mobile one. This new segment of employees is particularly sensitive to increases in the cost of living and actively seeks higher wages and increased working hours. It is not uncommon for them to accept a position, work for varying periods ranging from days to weeks or even months, and then abruptly leave upon finding an opportunity for higher pay elsewhere.

Due to these circumstances and the rising costs in various aspects of the crossing guard business, ACMS has requested an increase in the hourly billing wage for the upcoming 2023-24 fiscal year. The proposed hourly rate for billing in the 2023-24 fiscal year is \$32.04, compared to \$28.11 in the previous 2022-23 fiscal year, representing an increase of \$3.93 per hour. Additionally, DUSD has added one additional crossing guard position at Valley View Elementary School. Taking the total number of crossing guard positions from six (6) to a total of seven (7).

Considering the salary adjustment and the additional crossing guard requested, the total contract amount for the upcoming fiscal year is \$142,000. DUSD and CSArts cover 50% of this amount as per the agreement.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to execute the All City Management Services Agreement for Crossing Guard Services and authorize a budget amendment of \$34,000 in account 1205-7782

FISCAL IMPACT

\$108,000 was included in the 2023/24 budget for crossing guard services, however the actual contract is \$142,000, increasing costs by \$34,000.

ATTACHMENTS

Attachment A – ACMS Agreement for Crossing Guard Services
Attachment B – ACMS Client Worksheet

Attachment A



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated May 30, 2023 and is between the CITY OF DUARTE (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on or around July 1, 2023 and ends on June 30, 2024 and for such term thereafter as the parties may agree upon by written amendment to this contract. Service shall begin on a best availability basis until such a time as Contractor has hired, trained and deployed Crossing Guards to all sites requested by the City. Contractor shall assume liability for only those sites agreed to by both Contractor and the City by written amendment stating effective date of assignment.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City's representative in dealing with the Contractor shall be designated by the City of Duarte.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the “Services”) shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City’s jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City’s insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a “Claim” and collectively, the “Claims”) that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties’ respective degrees of culpability, as determined by the court, and Contractor’s duty to indemnify City will be limited accordingly.
 - d) Notwithstanding anything to the contrary contained herein, Contractor’s indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined

aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$5,000,000 (Five Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty-two Dollars and Four Cents (**\$32.04**) per hour, per Crossing Guard during the term. Based on a minimum of eight (8) sites and upon a projected (4,428) hours of service the cost shall not exceed One Hundred Forty-one Thousand, Eight Hundred and Seventy-three Dollars (\$141,873.00) per year, unless Contractor fails to perform service.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY

CONTRACTOR

City of Duarte

All City Management Services, Inc.

By _____
Signature

By _____
D. Farwell, Corporate Secretary

Print Name and Title

Date _____

Date _____

Attachment B

All City Management Services Inc.

Client Worksheet 2023 - 2024

Department: 7804

Billing Rate for 2023 - 2024: \$ 32.04

City of Duarte
1042 Huntington Drive
Duarte, CA 91010

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

Sites with traditional calendar:

		15		180		\$32.04	=	\$86,508.00
5 Sites at	3.00 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

		3		144		\$32.04	=	\$13,841.28
1 Sites at	3.00 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

		3.5		36		\$32.04	=	\$4,037.04
3.50 hrs early release		Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

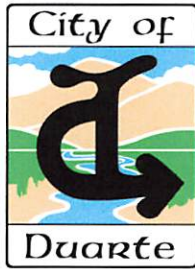
		6.5		180		\$32.04	=	\$37,486.80
2 Sites at	3.25 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS

4,428.00

TOTAL ANNUAL PROJECTED COST

\$141,873.12



Agenda Item: 7I

CM Review: JP

Fiscal Review: JP

AGENDA REPORT

MEETING DATE: June 27, 2023

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Marvin Carpio, Assistant Civil Engineer

SUBJECT: Notice of Completion: Fiscal Year 2022-23 Citywide Concrete Repair Project No. 23-7 for Ruiz Concrete and Paving, Inc.

RECOMMENDATION: It is recommended that the City Council accept the project as complete in the amount of \$151,095.40.

FISCAL IMPACT: The Fiscal Year 2022-23 Citywide Concrete Repair Project was included in the 2022-23 Capital Improvement Program Budget and was funded by Measure R allocations. City Council approved the contract for \$141,715.00. The final project cost was \$151,095.40 which is within the approved estimated ten percent (10%) contingency. There is sufficient budget allocated for this project.

BACKGROUND

On March 28, 2023, City Council awarded the contract for Fiscal Year 2022-23 Citywide Concrete Repair Project to Ruiz Concrete and Paving, Inc. The project consisted of the removal and replacement of damaged or broken and off-grade concrete sidewalks, curb, gutters, driveway approaches, and curb ramps.

The following locations were included in this project:

Earlington Ave
3 Ranch Rd
Huntington Dr
Tannencrest Dr
Mountaincrest Rd
Greenbank Ave
Buena Vista St
Kellwil Way

Central Ave
Encanto Way
Royal Oaks Dr
Tocino Dr
Deerlane Dr
Freeborn St
Melcanyon Rd
Galen St

FISCAL IMPACT

The Fiscal Year 2022-23 Citywide Concrete Repair Project was included in the 2022-23 Capital Improvement Program Budget and was funded by Measure R allocations. City Council approved the contract for \$141,715.00. The final project cost was \$151,095.40 which is within the approved estimated ten percent (10%) contingency. There is sufficient budget allocated for this project.

RECOMMENDATION

It is recommended that the City Council accept the project as complete in the amount of \$151,095.40.

ATTACHMENTS

Attachment A. Before and After Photos

Attachment B. Notice of Completion

ATTACHMENT "A"

BEFORE



AFTER



ATTACHMENT “B”
(Please see next page)

RECORDING REQUESTED BY:

CITY OF DUARTE

WHEN RECORDED MAIL TO THIS ADDRESS:

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

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is OWNER or AGENT of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The full name of the OWNER is: **CITY OF DUARTE**
3. The full address of the OWNER is: **1600 Huntington Dr. Duarte, CA 91010**
4. The nature of the interest or estate of the undersigned is: (i.e., In Fee.) **Fee Interest.**
5. A work of improvement on the property hereinafter described was COMPLETED on **Tuesday, June 13, 2023**
6. The work of improvement completed is described as follows: **FY 22-23 Citywide Concrete Repair Project**
7. The name of the original contractor, if any, for such work of improvement is: **Ruiz Concrete and Paving, Inc**
8. The street address of said property is: **Earlington Ave, Central Ave, 3 Ranch Rd, Encanto Way, Huntington Dr, Royal Oaks Dr, Tannencrest Dr, Tocino Dr, Mountaincrest Rd, Deerlane Dr, Greenbank Ave, Freeborn St, Buena Vista St, Melcanyon Rd, Kellwil Way, Galen St.**
9. The property on which said work of improvement was completed is in the City of Duarte, County of LOS ANGELES, State of CALIFORNIA, and is described as follows: **The project scope included removal and replacement of damaged or broken and off-grade concrete sidewalks, curb, gutters, driveway approaches, curb ramps.**

CITY OF DUARTE

June 27, 2023

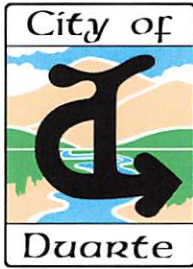
Signature of Owner or agent: **Brian Villalobos, City Manager**

VERIFICATION

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

June 27, 2023 at Duarte, California

Brian Villalobos, City Manager



Agenda Item: 7J

CM Review: 850

Fiscal Review: JP

AGENDA REPORT

MEETING DATE: June 27, 2023

TO: Mayor and Members of the City Council

FROM: Brian Villalobos, City Manager

SUBJECT: Approval of a First Amendment to the Funding Agreement between the City of Duarte and Foothill Unity Center, Inc.

RECOMMENDATION: Approve and execute a First Amendment to the Funding Agreement between the City of Duarte and Foothill Unity Center, Inc. in an amount not to exceed \$14,500 for FY 2023-24.

FISCAL IMPACT: Duarte City Council approved the FY 2023-24 budget on June 13, 2023, which included \$14,500 from the City's General Fund to support Foothill Unity Center's five core programs (1205-7760).

BACKGROUND

On May 12, 2022, Foothill Unity Center, Inc. (Foothill Unity Center) requested on-going funding and support from the City of Duarte for the organization's five core programs for vulnerable populations in the San Gabriel Valley including Duarte residents:

- Case Management
- Food Services
- Health Program
- Job Development Program
- Housing and Homeless Program

On June 14, 2022, Duarte City Council approved the FY 2022-23 budget which included \$14,500 to support Foothill Unity Center.

Per the Funding Agreement, Foothill Unity Center will submit a written year-end report from July 1, 2022 – June 30, 2023, and conduct an oral presentation to Duarte City Council within 90 days of the fiscal year end regarding the five core programs including:

- Number of Duarte individuals served in each program, broken out by program.
- Number of Duarte families served in each program, broken out by program.
- Number and outcomes of specific programs conducted in partnership with the City of Duarte (i.e., Job Shadow Day).
- Number of Foothill Unity Center volunteers from Duarte.

DISCUSSION

On June 13, 2023, Duarte City Council approved the FY 2023-24 budget which level-funded Foothill Unity Center's request for financial support of the five core programs. The First Amendment to the original Funding Agreement will include services rendered from July 1, 2023, to June 30, 2024, and include the same reporting provisions.

RECOMMENDATION

It is recommended that the Duarte City Council approve and execute a First Amendment to the Funding Agreement between the City of Duarte and Foothill Unity Center, Inc. in an amount not to exceed \$14,500 for FY 2023-24.

FISCAL IMPACT

Duarte City Council approved the FY 2023-24 budget on June 13, 2023, which included \$14,500 from the City's General Fund to support Foothill Unity Center's five core programs (1205-7760).

ATTACHMENTS

Amendment No. 1 to Funding Agreement between the City of Duarte and Foothill Unity Center.

AMENDMENT NO. 1 TO CITY OF DUARTE

FUNDING AGREEMENT

This Amendment No. 1 to the City of Duarte Funding Agreement with Foothill Unity Center ("Amendment No. 1) is by and between the CITY OF DUARTE ("City") and FOOTHILL UNITY CENTER, INC. ("Grantee") to be effective as of July 1, 2023.

RECITALS:

- A. City and Grantee entered into that certain agreement titled "CITY OF DUARTE FUNDING AGREEMENT" on July 1, 2022 (the "Agreement").
- B. City and Grantee desire to enter into this Amendment No. 1 to, among other things, amend, extend, and restate the Term of the Agreement and increase the sum paid by the City to Grantee.
- C. Except as otherwise set forth in this Amendment No. 1, the defined terms used herein shall have the same meanings as used in the Agreement.

AMENDMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants and promises hereinafter contained, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

- 1. **RECITALS INCORPORATED.** The foregoing Recitals are true and correct and are incorporated herein and made a part hereof.
- 2. **AMENDMENTS.** The Agreement is amended as follows:
 - A. The Funding Description provision of the Agreement is replaced in its entirety as follows:

The City previously approved providing Grantee the sum of \$14,500.00 for FY 2022-23. The City has further approved providing Grantee the sum of \$14,500.00 for FY 2023-24. This sum and any interest earned thereon shall be used by Grantee exclusively for the purpose of providing the program or service that is described in Exhibit "A" attached hereto and incorporated herein. Grantee shall be solely responsible for implementation and operation of the program or service in a manner that is consistent with the description in Exhibit "A."
 - B. Exhibit A Description of Program and Payment in the Agreement is replaced in its entirety with Exhibit A as attached to this Amendment.

3. **NO OTHER AMENDMENT.** Except as set forth in this Amendment No. 1, the Agreement shall remain in full force and effect according to its terms.
4. **COUNTERPARTS.** This Amendment No. 1 may be executed in counterparts, each of which, when this Amendment No. 1 has been signed by both of the Parties, shall constitute one and the same instrument.

[Signatures on following page.]

CITY OF DUARTE

GRANTEE
FOOTHILL UNITY CENTER, INC.

Brian Villalobos, City Manager

By: _____
Its: Tashera Taylor, Chief Executive Officer

ATTEST

Annette Juarez, City Clerk

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

Thai Viet Phan, City Attorney

EXHIBIT A

DESCRIPTION OF PROGRAM AND PAYMENT

On June 27, 2023, the City Council approved a FY 2023-24 grant award for Foothill Unity Center, Inc. in support of program costs.

Program Activity

Foothill Unity Center, Inc. is a Los Angeles County-based non-profit organization that seeks to provide five core programs:

Case Management: Assessment, case planning, care coordination, advocacy, resource linkages, and follow up for those in need of social services assistance. Individualized client plans allow the Case Manager to track progress and make adjustments specific to personal situations.

Food Services: Addresses food insecurity through the provision of emergency monthly supply of groceries for those who have the means to store and to cook; bagged lunches and hygiene supplies for our unhoused community; and weekly access to produce, bread, and dairy products.

Health Program: Provides access to healthcare, education on ways to manage chronic health diseases, and assistance with navigating the healthcare systems.

Job Development Program: Improves the economic health and lives of individuals with hands-on assistance towards securing livable wage employment.

Housing and Homeless Program: Provides increasing solutions and support that lead to homeless prevention, location of sustainable housing and navigation of housing systems. Encompassed in this program is also hygiene services which includes access of portable bathrooms and hand-washing stations at Foothill Unity Center to those experiencing homelessness.

Foothill Unity Center will be required to submit a written year-end report for the period of July 1, 2023 – June 30, 2024, and conduct an oral presentation to Duarte City Council, regarding the five core programs including:

- Number of Duarte individuals served in each program, broken out by program.
- Number of Duarte families served in each program, broken out by program.
- Number and outcomes of specific programs conducted in partnership with the City of Duarte (i.e., Job Shadow Day).
- Number of Foothill Unity Center volunteers from Duarte.

Fiscal Year 2023-2024 Budget

Support of program costs.	\$14,500
Total:	\$14,500



City of Duarte

1600 Huntington Drive, Duarte, CA 91010 | Tel (626) 357-7931 | Fax (626) 358-0018 | accessduarte.com

June 27, 2023

The Honorable Kathryn Barger
Supervisor, Los Angeles County Board of Supervisors
500 West Temple Street,
Los Angeles, CA 90012

Dear Supervisor Barger,

On behalf of the City of Duarte, we write to share our frustration and concern that Los Angeles County's Digital Divide is rooted in part of widespread underinvestment in broadband infrastructure in low-income communities and communities of color, resulting in limited access to quality high speed internet options at reasonable costs.

The Digital Equity LA coalition, supported by the California Community Foundation Digital Equity Initiative, documented what residents were paying for home internet services in diverse neighborhoods across Los Angeles County. The findings raised significant red flags about the high prices low-income communities were being charged, the quality of the service they were receiving, the implications of pricing disparities, and effectiveness of current interventions to close the digital divide. Cost was by far the most consistent reason provided by families without high-speed internet for why they were disconnected.

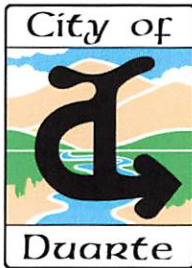
Considering the negative impacts of the digital divide on our residents' ability to thrive and the disconcerting evidence in this report by the California Community Foundation – Digital Equity Los Angeles – Slower and More Expensive, Sounding the Alarm: Disparities in Advertised Pricing for Fast, Reliable Broadband, we ask you to lead a call to action to:

- Investigate and validate findings of potentially discriminatory disparities in advertised pricing
- Make equal access (Equal service at equal price, terms, and conditions) and truth in advertising the policy of the State of California
- Build equal access into State, County, and local procurement practices.
- Support independent, community-driven options for broadband services

In addition, we encourage you to collaborate with the other Supervisorial districts to deliver a five-signature letter to the California Public Utilities Commission asking them to use their authority to investigate the findings in this report as they impact California consumers.

Sincerely,

Jody Schulz, Mayor
City of Duarte



AGENDA REPORT

MEETING DATE: June 27, 2023

TO: Mayor and Members of the City Council

FROM: Manuel Enriquez, Director of Parks and Recreation

SUBJECT: Agreement for Professional Services with Stillwater Sciences for environmental planning, permitting, and design support for the Fish Canyon Falls Trail

RECOMMENDATION: Staff recommends City Council authorize the City Manager to execute this Professional Services Agreement with Stillwater Sciences in the amount of \$29,997 for the environmental planning, permitting strategy, and design support of the restoration of the Fish Canyon Falls Trail.

FISCAL IMPACT: Proposition 68 (CA Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018) grant funds were included in the 2023/24 budget to cover the cost of services (400-4005-7965).

BACKGROUND

At the end of 2021, the City was awarded funding through the Rivers and Mountains Conservancy (RMC) Proposition 68 California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 grant program for the Fish Canyon Trail Restoration and Access Planning Project, in the amount of \$117,162.00. One of the project's overall goals and objectives is to protect, restore, and improve the environmental base of the Fish Canyon Trail and provide a biology technical report that summarizes surveys, impacts, and mitigation measures regarding the pathway to restoration of the trail.

DISCUSSION/ANALYSIS

Stillwater Sciences specializes in science-based technical approaches to natural and water resources and provide a variety of professional services including fish and aquatic ecology, water quality, and environmental engineering. With references including the San Gabriel Rivers and Mountains Conservancy and the County of Marin, Stillwater Sciences has garnered a reputation for bringing scientifically defensible data and information to the table while helping the process move forward.

While Stillwater Sciences detailed tasks to be performed are outlined in the agreement, overall, their services will ensure this goal of the Fish Canyon Falls Restoration and Access Planning Project is thoroughly completed and in accordance with the funding timeline.

RECOMMENDATION

Staff recommends City Council authorize the City Manager to execute this Professional Services Agreement with Stillwater Sciences in the amount of \$29,997 for the environmental planning, permitting strategy, and design support of the restoration of the Fish Canyon Falls Trail.

FISCAL IMPACT

Proposition 68 (CA Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018) grant funds were included in the 2023/24 budget to cover the cost of services (400-4005-7965).

ATTACHMENT

Professional Services Agreement with Stillwater Sciences

CITY OF DUARTE AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and effective as of June 28, 2023 (“**Effective Date**”), by and between the City of Duarte (“**City**”), and Stillwater Sciences, a California corporation, (“**Consultant**”). City and Consultant may sometimes herein be referred to individually as a “**Party**” and collectively as the “**Parties.**” In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS

The City wishes to engage the services of Consultant to provide environmental planning strategies, preliminary California Department of Fish and Wildlife permitting coordination, and design support for the restoration of the Fish Canyon Falls Trail and visitor serving amenities at the trail head as described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

2. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until December 31, 2023, or until the tasks listed in the Scope of Services are completed, whichever is later, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the Parties.

3. SERVICES AND PERFORMANCE

A. In compliance with all terms and conditions of this Agreement, Consultant shall meet and coordinate with the City’s project team to review identified construction work, perform a site visit, prepare an environmental compliance and permit strategy matrix, mapping, and preliminary design support of trail head amenities. The services are more particularly described in the “**Scope of Services,**” which is attached hereto and incorporated herein by this reference as Exhibit A. The services may be referred to herein as the “**Services**” or “**Work.**” In the event of any inconsistency between the terms of Exhibit A and this Agreement, the terms of this Agreement shall govern.

B. Consultant represents that Consultant is a provider of professional work and services, and Consultant is experienced in performing the type of work and services contemplated herein. The standard of care for all professional services performed or furnished by Consultant under this Agreement will be consistent with but limited to the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with consultants’ services except that the services will be performed consistent with the standard of care stipulated herein. Consultant represents that the Services will be performed by Consultant or under its direct supervision, and that all personnel engaged in such Work shall be fully qualified and shall be authorized and permitted under

applicable Federal, State, and local law to perform such Work. Consultant shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance of the Services and as required by law

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

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

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

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

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

H. The Parties have determined that prevailing wage laws do not apply to this Agreement because the Services do not include construction, alteration, demolition, installation, or repair work or are otherwise exempt under California's prevailing wage laws (California Labor Code section 1720 et seq.). Notwithstanding the foregoing, it is agreed by the Parties that, in connection with performance of the Services, including, without limitation, any and all "public works" (as defined by applicable law), Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of California Labor Code section 1781, as the same may be amended from time to time, and/or any other similar law. Pursuant to Paragraph 7, Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold City and City Personnel harmless from and against any liability, loss, damage, cost,

or expenses (including but not limited to reasonable attorneys' fees, expert witness fees, court costs, and costs incurred related to any inquiries or proceedings) arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, State, and/or Federal law, including, without limitation, any applicable Federal and/or State labor laws (including, without limitation, the requirement to pay State prevailing wages and hire apprentices); (ii) the implementation of California Labor Code section 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services on Consultant's behalf to provide any required disclosure or identification as required by California Labor Code section 1781, as the same may be amended from time to time, or any other similar law.

4. MANAGEMENT

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

5. COMPENSATION

A. City agrees to pay Consultant an amount not to exceed \$29,997, based on the Scope of Services set forth in Exhibit A.

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

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

6. DELAYS/FORCE MAJEURE

Neither Party shall be liable to the other for delays or failure to perform caused directly or indirectly by circumstances beyond that Party's control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, pandemics, epidemics, labor dispute, shortage, government action including regulatory requirements, changed conditions, delays resulting from actions or inactions of City, Consultant or third parties, site inaccessibility or inability of others to obtain

material, labor, equipment, or transportation, provided, and only to the extent, such delays are not the result of the negligence of the party claiming the delay. Should any of the above occur, then the date for completion or any other milestone date shall be adjusted for such a delay. The Consultant shall not be responsible for delays from any and all causes beyond its reasonable control.

7. GOOD FAITH NEGOTIATIONS

In the event of any dispute between the Parties related to this Agreement or this Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved in this manner, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using the American Arbitration Association or another mediator as mutually selected by the Parties. Such mediation shall be completed within a reasonable period of time following either Party's written demand with each Party to bear an equal share of the mediation fees and its own respective attorney and consultant fees and costs.

8. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

9. RECORDS AND OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to produce an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records during normal business hours with reasonable notice; 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 three (3) years after receipt of final payment.

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

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

10. INDEMNIFICATION

A. To the fullest extent permitted by law, except as set forth in subparagraph (B), Consultant shall indemnify, and hold harmless City and City Personnel from and against any and all claims, judgments, costs, damages, losses, penalties, obligations, expenses, or liabilities (“**Claims**”) claimed by any person or entity but only to the extent actually caused by Consultant’s negligence, recklessness, or willful misconduct, but excluding any Claims arising from the negligence or willful misconduct of City or any City Personnel. To the extent covered above, Consultant shall pay any judgment rendered against City or any City Personnel for any such claims or liabilities. In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such Claims arising out of the Work being performed or Services being provided under this Agreement. **Consultant has no immediate duty to defend. Consultant’s duty to defend shall consist of reimbursement of reasonable defense costs incurred by City in direct proportion to the Consultant’s proportionate percentage of fault.**

Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any loss, liability, or damage is incurred by way of settlement or resolution without a court, jury, or arbitrator having made a determination of Consultant's percentage of fault, the Parties agree to mediation with a neutral third-party to determine Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost requirement owed to City.

B. The provisions of this subparagraph (B) apply only if Consultant is a "design professional" within the meaning of California Civil Code section 2782.8(c). If Consultant is a "design professional," within the meaning of Section 2782.8(c), then notwithstanding subparagraph (A), to the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.6), Consultant shall indemnify, and hold harmless City and City Personnel from and against any Claim but only to the extent actually caused by the negligence, recklessness, or willful misconduct of Consultant, any sub-consultant, subcontractor, or any other person directly or indirectly employed by them, or any person that any of them control, arising out of Consultant's performance of any task or Service for or on behalf of City under this Agreement. Such obligations to indemnify City or any City Personnel, shall not apply to the extent that such Claims are caused, in part, by the negligence or willful misconduct of City or City Personnel. Consultant has no immediate duty to defend. Consultant shall reimburse City and/or City Personnel its reasonable defense costs caused by Consultant's negligence shall not exceed Consultant's proportionate percentage of fault as awarded by a court or arbitrator of competent jurisdiction; however, pursuant to California Civil Code section 2782.8(a), in the event that one or more of the defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with City (and, if applicable, other parties) regarding any unpaid defense costs.

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

11. INSURANCE

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

A. No Work or Services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance evidencing the required insurance coverages and said Certificates of Insurance are reasonably approved by City. Certificates are to reflect that the insurer

will provide thirty (30) days' written notice to City of any cancellation of coverage. In the event any of said policies of insurance are reduced in limits or cancelled for any reason, Consultant shall, prior to the cancellation date, submit new evidence of insurance.

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

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

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

12. INDEPENDENT CONTRACTOR

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

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

13. NO UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any Work to be conducted as a result of this Agreement. Consultant further warrants that it has not employed or retained any company or person other than a bona fide employee working for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to

annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. COVENANT AGAINST DISCRIMINATION

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

16. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

17. NOTICES

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

If to City: City of Duarte
 Attn: Director of Parks & Recreation
 1600 Huntington Drive
 Duarte, California 91010

If to Consultant: Stillwater Sciences
 Attn: Isaac Brown
 304 South Broadway Suite 202
 Los Angeles, CA 90013

18. GOVERNING LAW; ATTORNEYS' FEES; LITIGATION MATTERS

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

19. RIGHTS AND REMEDIES ARE CUMULATIVE; WAIVER

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

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

20. 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.

21. INTERPRETATION; ENTIRE AGREEMENT

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of

this Agreement or any other rule of construction which might otherwise apply. This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, relating to the obligations of the Parties described in this Agreement, are merged into this Agreement and shall be of no further force or effect.

22. CONFLICTS OF INTEREST

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

23. 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.

24. PARAGRAPH HEADINGS AND SUBHEADINGS

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

25. 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.

26. EXECUTION OF CONTRACT

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

27. CITY MANAGER AUTHORITY

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

[Signatures on following page.]

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

CITY OF DUARTE

CONSULTANT



City Manager

By: Sapna Khandwala

Date: _____

Its: CEO & President

Date: 6/20/23

ATTEST

City Clerk

Date: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

City Attorney, City of Duarte

Date: _____

EXHIBIT A

Scope of Services

Task 1 | Meetings and Coordination

This task includes meetings and coordination with the City of Duarte, City of Azusa, Vulcan Materials/Azusa Rock LLC, CDFW, USFS, and possibly U.S. Army Corps of Engineers (USACE). Coordination will focus on getting up to speed on the project, coordination on the tasks identified in this scope of work, and allowable trail restoration activities within known streams and wetted areas.

Deliverables:

- Maximum of five (5) city/agency meetings with a maximum of three (3) Stillwater staff at each meeting
- Kickoff including City of Duarte and Nature for All

Assumptions: City of Duarte will be the lead agency on the project and has the authority to implement trail repair. Portions of the trail within the Angeles National Forest falling under USFS jurisdiction may require additional considerations and meetings, depending on the results of meetings with the National Monument Manager and USFS.

Task 2 | Environmental Compliance and Permit Strategy Matrix

Task 2 includes the preparation of an environmental compliance and permit strategy matrix and narrative regarding rehabilitation of the Fish Canyon Falls Trail in the City of Duarte and the separate bus shelter and restroom project at the trailhead in the City of Azusa & Vulcan Materials/Azusa Rock LLC property. The matrix will identify appropriate CEQA document (e.g., Statutory Exemption, Initial Study, Environmental Impact Report [EIR], or Focused EIR) and permitting pathway (Cutting the Green Tape pathways for restoration projects or standard permitting pathways) that are most appropriate for each project based on project information provided as part of this scope of work. Basic information regarding requirements and timing will be provided in the matrix for suggested environmental compliance documents and each permit. Stillwater will provide the following deliverables for the project.

Deliverables:

- Draft and Final environmental compliance and permit strategy matrix and narrative for rehabilitation of the Fish Canyon Falls Trail in the City of Duarte and the potential separate bus shelter and restroom project at the trailhead in the City of Azusa / Vulcan Materials.
- Including cost estimates
- Will include a general description (high-level) of recommended future project enhancement opportunities, potentially including habitat restoration, invasive species removal, watershed improvement opportunities to support ecology of Fish Canyon, and improved resilience of trail structures toward trail and ecological sustainability.

Assumptions:

- One strategy matrix will be prepared that includes an environmental compliance and permit strategy for restoration of the trail and a separate environmental compliance and permit strategy for the visitor amenities proposed at the trailhead.
- Clear language describing required environmental compliance/permitting steps for the 2 separate project components.
- Includes estimated timelines & high-level conceptual costs for planning/design studies, consideration of available funding opportunities.

Task 3 | Mapping

Stillwater will prepare project mapping to support discussions with agencies regarding allowable trail improvements in streams and wetted areas, and to visually communicate project details for community engagement and future funding proposals.

Deliverables:

- Up to 3 maps to support CDFW discussions including trail rehabilitation locations and relevant publicly available geospatial environmental data.
 - Will include parcel and jurisdictional boundaries, and ownership information where available, including Vulcan Materials, City of Azusa, City of Duarte, CA State Lands Commission, US Forest Service, other conserved lands available in the California Protected Areas database, local zoning as appropriate, and trails.
 - Will include relevant geospatial data, potentially including CALVEG, slope %, aspect, and elevation, as appropriate.
 - Will include general locations of Fish Creek restoration opportunities described in Stillwater's April 20th, 2021, Technical Memo to the Watershed Conservation Authority on Aquatic Ecosystems Restoration Opportunities in the Lower San Gabriel River Canyon area.

Assumptions:

- Nature For All will provide geospatial data (Google Earth .kmz files are sufficient) of improvement locations identified by Bellfree Contractors Inc.
- City of Duarte and project partners will provide ownership information for relevant privately owned parcels as needed.

Task 4 | Site Visits

Task 4 includes one site visit with City of Duarte, Nature for All, CDFW and up to three Stillwater Sciences staff to assess existing conditions along accessible portions of the trail and discuss allowable trail improvements within streams and wetted areas. A second site visit with up to two Stillwater Sciences Staff, Nature for All, and Bellfree to discuss the bus shelter, potential restroom and potential future adjacent restoration projects implications.

Deliverables:

- One 2-hour site visit with up to three staff members to the trail restoration area.
- One 2-hour site visit for the parking and trailhead area including bus shelter, potential restrooms.

Assumptions:

- Site visits will not exceed two hours.
- CDFW regulatory point of contact will be determined and coordination with CDFW will occur prior to site visit.

Task 5 | Design Support

Stillwater Sciences will provide basic design support to Nature for All regarding the design of the bus shelter and potential bathrooms at the trailhead in the City of Azusa, and for educational program development led by Nature for All. Nature education opportunities will include information on key species, watershed context, urban-nature connections and/or other environmental topics as appropriate.

Deliverables:

- Up to two Stillwater experts participate in 2 meetings to provide basic design input regarding the bus shelter and potential bathrooms at the trailhead in the City of Azusa.
- Stillwater will provide a slide presentation of up to 10 slides outlining preliminary environmental education and restoration opportunities and constraints for use by Nature for All in developing environmental education programs.

Assumptions:

Bellfree and/or Nature for All will lead the design/programming components and are responsible for all final deliverables.

EXHIBIT B

Insurance Requirements

A. Insurance Required

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

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

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

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

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

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

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

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

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

would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured.

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

C. Consultant shall renew the required coverage annually for a period of 3 years after 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.



City of Duarte

Council Warrant Register By Account By Fund

Payment Dates 6/15/2023 - 6/28/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-1605-7758	CARLOS FELIPE PEREZ	Independence Day Celebration DJ Services	218697		650.00
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing/Repair-Senior Ctr Domestic Water	3392		1,507.02
100-1015-7684	SILVER & WRIGHT LLP	1001 Las Lomas Legal 3/2023	3397		24.30
100-1015-7684	SILVER & WRIGHT LLP	Code Enforcement Legal (General) 3/2023	3397		137.70
100-1015-7684	SILVER & WRIGHT LLP	1307 Bloomdale Legal 2/2023 & 3/2023	3397		1,006.80
100-1015-7684	SILVER & WRIGHT LLP	Criminal Prosecutions 3/2023	3397		4,500.00
100-1205-7761	DATA TICKET INC	Parking Citation Processing 3/2023	3364		2,578.84
100-1205-7761	DATA TICKET INC	Handheld Ticket Writer License	3364		2,000.00
100-1610-8100	LPA INC	Conceptual Designs for Civic Center 4/2023	3382		13,375.00
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Services 4/30/2023 - 5/13/2023	3350		6,071.76
100-1205-7761	STATE CONTROLLER	FTB Offsets 1/1/2022 - 12/31/2022	218710		415.04
100-1205-7614	CAPITAL ONE	Office Supplies	BD23-1563		55.45
100-1205-7615	GRAINGER	(20) Personal Emergency Kits	3371		870.54
100-1825-7613	GRAND PRINTING INC	Business Cards	218687		197.13
100-1805-7980	DISABILITY ACCESS CONSULT...	DACTrak Subscription 6/1/2023 - 5/31/2024	3365		2,000.00
100-1605-7758	PYRO SPECTACULARS INC	Final Payment-Independence Day Fireworks 7/3/2023	218698		13,000.00
100-1205-7636	TOM'S CLOTHING & UNIFOR...	K Mokokova AC Uniforms	3403		323.01
100-1610-7652	WESTERN EXTERMINATOR C...	Pest Control Services-Yard 5/2023	3411		162.40
100-2120	HURTADO LANDSCAPE AND C...	Cash Bond Refund (Pmt #2022- 129ROW)	3372		500.00
100-1205-7615	STAPLES ADVANTAGE	EOC Paper Cutter	3400		308.47
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	3369		1,112.44
100-1405-8100	RKA CONSULTING GROUP	Civic Center Courtyard ADA Improvement 4/2023	3391	202102-Cap Improv-CH CDBG...	320.00
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 4/2023	3393		10,843.27
100-1015-7686	RUTAN & TUCKER LLP	Mel Canyon Eminent Domain 4/2023	3393		4,880.85
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 5/2023	3367		145.00
100-1205-7762	CALE AMERICA INC	WTP Fees 5/2023	3355		681.41
100-1810-7980	LOS ANGELES UNIFIED SCHOO...	Bilingual Testing Services 5/18/2023	218690		90.00
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3400		124.20
100-1825-7631	CANON SOLUTIONS AMERICA ...	Finance Printer Maint 2/4/2023 - 5/3/2023	218676		171.75
100-1825-7631	CANON SOLUTIONS AMERICA ...	Finance Mgr Printer Maint 4/23/2023 - 5/22/2023	218676		41.30
100-1205-7780	ONLY CREMATIONS FOR PETS	Deceased Animal Disposal 5/2023	3387		260.00
100-1605-7733	ABRAHAM MARTINEZ	SC Farmers Market Experience 3/22/2023	3383		175.00
100-1610-7652	LAWRENCE E MARINO SEPER...	Training Pool Heater Repair	3379		1,067.16
100-1410-7815	BRIGHTVIEW LANDSCAPE SER...	Brush Clearance-Pacific Community Prop	3353		23,430.35

Council Warrant Register By Account

Payment Dates: 6/15/2023 - 6/28/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7736	SMART & FINAL	Recital Supplies	3398		80.32
100-1605-7740	SMART & FINAL	Summer Day Camp Supplies	3398		24.43
100-1605-7756	CHRISTOPHER H CHUC	SC Latin Dance Instructor (Spring)	3359		201.60
100-1205-7761	DATA TICKET INC	Admin Citation Processing 4/2023	3364		4,130.33
100-1205-7761	DATA TICKET INC	Parking Citation Processing 4/2023	3364		2,339.61
100-1610-7652	LAWRENCE E MARINO SEPER...	Emergency Comp Pool Heater Repair	3379		2,707.33
100-1610-7652	LAWRENCE E MARINO SEPER...	Weekly Pool Service Contract 5/2023	3379		1,950.00
100-1610-7617	LAWRENCE E MARINO SEPER...	Chemical Treatment for Pools	3379		244.40
100-1205-7650	ADVANTAGE FORD LINCOLN	Vehicle #35 Battery and Wiper Blades	218671		136.46
100-1010-7612	U.S. BANK	Online Pasadena Star News	3407		18.00
100-1020-7712	U.S. BANK	Duarte E-News Blast 1 Year (Constant Contact)	3407		546.00
100-1010-7670	SOUTHERN CALIFORNIA NEWS...	Legal Notices 5/2023	3399		790.11
100-1205-7650	FAST 5 HOLDING COMPANY L...	City Vehicle Cleaning 5/2023	218686		42.00
100-1205-7781	FAST 5 HOLDING COMPANY L...	City Vehicle Cleaning 5/2023	218686		72.00
100-1405-7650	FAST 5 HOLDING COMPANY L...	City Vehicle Cleaning 5/2023	218686		30.00
100-1410-7650	FAST 5 HOLDING COMPANY L...	City Vehicle Cleaning 5/2023	218686		6.00
100-1605-7650	FAST 5 HOLDING COMPANY L...	City Vehicle Cleaning 5/2023	218686		18.00
100-2125	REGIONAL TAP SERVICE CENT...	TAP Card Reload 5/2023	218702		210.00
100-1405-7800	CHARLES ABBOTT ASSOCIATES...	Building & Safety Services 5/2023	3358		22,089.90
100-1610-7652	ALBERTOS PLUMBING	Encanto Park Building Plumbing Repairs	218672		300.00
100-1750	RANCHO DUARTE GOLF COUR...	Duarte Boxing Golf Tournament	218701		2,010.00
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Services 5/14/2023 - 5/27/2023	3350		6,071.76
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 5/31/2023	3401		160.00
100-1605-7758	JA EVENT PRODUCTION	Independence Day Celebration Sound/Lighting/Stage	3375		18,850.00
100-1015-7684	CIVICA LAW GROUP, APC	1001 Las Lomas Legal 5/2023	3361		2,829.15
100-1015-7684	CIVICA LAW GROUP, APC	1307 Bloomdale Legal 5/2023	3361		1,145.70
100-1015-7684	CIVICA LAW GROUP, APC	2165 Huntington Dr Legal 5/2023	3361		48.60
100-1015-7684	CIVICA LAW GROUP, APC	Mendoza v. Duarte (Admin Appeal) Legal 5/2023	3361		5,875.20
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations Legal 5/2023	3361		6,000.00
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations Expenses 5/2023	3361		101.84
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	3400		79.48
100-1605-7756	CHRISTOPHER J TUCKER	SC Instructor Fee-Tai Qi (Spring)	3406		420.00
100-1825-7631	CANON SOLUTIONS AMERICA ...	CMD Intern/FC Printer Maint 2/28/23 - 5/30/23	218676		170.15
100-1205-7780	SAN GABRIEL VALLEY HUMAN...	Animal Sheltering Services 6/2023	3394		5,166.67
100-1020-7724	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 6/2023	3353		161.58
100-1415-7916	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 6/2023	3353		2,009.15
100-1825-7945	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 6/2023	3353	250016-Oper of Acq Prop-122...	58.55
100-1205-7655	THOMSON REUTERS-WEST P...	EOC Software 5/1/2023 - 5/31/2023	3402		187.49
100-1610-7652	INX BUILDING MAINTENANCE	City Hall Janitorial Srvcs 6/2023	3373		1,723.28
100-1810-7980	CMC LIVESCAN & NOTARY SE...	Livescan Services 5/2023	3363		75.00

Council Warrant Register By Account

Payment Dates: 6/15/2023 - 6/28/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1410-8100	DUTHIE ELECTRIC SERVICE CO...	Emergency Generator Replacement/Install (Pymt 2)	3366		93,709.22
100-1825-7687	R3 CONSULTING GROUP	SB1383 Implementation Consulting 5/2023	3390		4,167.50
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 6/1/2023 - 7/1/2023	BD23-1561		410.00
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 6/1/2023 - 7/1/2023	BD23-1562		384.00
100-1605-7730	PARTY PRONTO INC	Splash @ the Park Water Bouncer Rental 6/28/23	218696		1,321.00
100-1605-7650	ENTERPRISE FM TRUST	Vehicle 31 Parking Citation Refund	BD23-1564		-78.50
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 15 Lease/Maint 5/11/2023 - 5/31/2023	BD23-1564		809.71
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 11 Lease/Maint 6/1/2023 - 6/30/2023	BD23-1564		772.57
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 15 Tax on Gain on Prior	BD23-1564		717.50
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 6/1/2023 - 6/30/2023	BD23-1564		574.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 11 Tax on Gain on Prior	BD23-1564		684.39
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 6/1/2023 - 6/30/2023	BD23-1564		591.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 6/1/2023 - 6/30/2023	BD23-1564		566.88
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 11 Delivery Fee	BD23-1564		125.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 15 Delivery Fee	BD23-1564		125.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 6/1/2023 - 6/30/2023	BD23-1564		223.12
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 6/1/2023 - 6/30/2023	BD23-1564		584.85
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 6/1/2023 - 6/30/2023	BD23-1564		431.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 6/1/2023 - 6/30/2023	BD23-1564		433.48
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 6/1/2023 - 6/30/2023	BD23-1564		476.29
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 36 Lease/Maint 6/1/2023 - 6/30/2023	BD23-1564		478.95
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 11 Lease/Maint 5/10/2023 - 5/31/2023	BD23-1564		548.27
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 100 Lease/Maint 6/1/2023 - 6/30/2023	BD23-1564		555.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 6/1/2023 - 6/30/2023	BD23-1564		556.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 15 License Fee	BD23-1564		30.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 15 Lease/Maint 6/1/2023 - 6/30/2023	BD23-1564		1,195.28
100-1410-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 5/2023	218712		5,046.25
100-1610-7650	AUTOZONE	Vehicle #21 Light Replacement	218674		13.77
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 4/2023	3391		1,760.00
100-1405-7969	RKA CONSULTING GROUP	ATP Cycle 4 Ped/Bike Improvements 4/2023	3391	202118-ATP Cycle 4-City Engi...	9,150.00
100-1405-7969	RKA CONSULTING GROUP	FY23 Landscape Lighting District 4/2023	3391		2,320.00
100-1205-7636	EMILY LEPONE	Uniform Pants Reimbursement	218689		98.55
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 5/1/23 - 5/31/23	BD23-1560		1,720.00
100-1205-7636	EMILY LEPONE	Uniform Pants Reimbursement	218689		98.55
100-1810-7660	CALIFORNIA STATE DEPARTM...	Fingerprint Apps 5/2023	3356		128.00
100-1605-7693	SMART & FINAL	TC Mayors Youth Council Supplies	3398		58.45
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	3360		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	3360		9.31

Council Warrant Register By Account

Payment Dates: 6/15/2023 - 6/28/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1205-7650	AUTOZONE	Vehicle #29 Headlight Replacement	218674		15.19
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	3400		112.62
100-1410-7636	KENNETH OTERO	Field Service Uniform Caps Reimbursement	218695		165.38
100-1605-7758	PARTY PRONTO INC	Independence Day Celebration Fun Zone Rental	218696		3,444.00
100-2012	RIAT CONSTRUCTION INC	Permit Refund (Pmt #2023-171)	218704		3.00
100-2013	RIAT CONSTRUCTION INC	Permit Refund (Pmt #2023-171)	218704		16.80
100-4201	RIAT CONSTRUCTION INC	Permit Refund (Pmt #2023-171)	218704		2,416.00
100-1610-7652	POST ALARM SYSTEMS	City Yard Alarm Service Call/Repair	3389		273.22
100-1805-7653	SECTRAN SECURITY INC	June 2023 Courier Pick-up	3396		306.13
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 5/2023	3381	202205/1205-7781-ARPA-Cor...	212,019.83
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 5/2023	3381		195,908.92
100-1410-7650	ADVANTAGE FORD LINCOLN	Vehicle #15 Parts	218671		427.77
100-1410-7621	LANDSCAPE WAREHOUSE III	Irrigation Electric Wire Tracing Kit	3378		205.10
100-1010-7612	CIVICPLUS LLC	Municipal Code Updates	3362		2,244.51
100-1610-7652	WESTERN EXTERMINATOR C...	Pest Control Srvcs-City Hall 6/2023	3411		73.25
100-1610-7652	WESTERN EXTERMINATOR C...	Pest Control Srvcs-Cmty Ctr 6/2023	3411		73.25
100-1610-7652	WESTERN EXTERMINATOR C...	Pest Control Srvcs-Teen Cte 6/2023	3411		73.25
100-1610-7652	WESTERN EXTERMINATOR C...	Mosquito Program-Teen Ctr 6/2023	3411		179.20
100-1610-7652	WESTERN EXTERMINATOR C...	Pest Control Srvcs-Senior Ctr 6/2023	3411		73.25
100-1605-7750	INLAND EMPIRE STAGES LTD	Adult Excursion Transportation 6/8/2023	218688		1,351.60
100-1405-7801	COUNTY OF LOS ANGELES DE...	Industrial Waste 5/2023	218679		2,064.89
100-1605-7650	BOURRET GLASS & UPHOLSTE...	Vehicle #17 Windshield Repair	218675		98.08
100-1405-7965	SAN GABRIEL VALLEY COUNCIL...	VMT Analysis Model (Amendment 2)	218705		14,000.00
100-1605-7738	DUARTE RECREATION PETTY ...	TC Seal Beach Parking 6/2/23	218682		40.00
100-1605-7740	DUARTE RECREATION PETTY ...	Day Camp Excursion Supplies	218682		36.75
100-1605-7741	CHALLENGER TEAMWEAR	Adventure Camp Shirts	3357		280.81
100-1605-7730	BILL KRENZ	Summer Kick Off Event Entertainment	218669		5,050.00
100-1815-7980	MAXTREME INC	Misc Computer/Laptop/iPhone Cases	3384		712.76
100-1815-8011	MAXTREME INC	Brian V. Macbook Air/iPhone Case	3384		1,548.38
100-1815-7632	MAXTREME INC	Office 365 6/2023	3384		470.25
100-1815-7632	MAXTREME INC	Google Maxhavens.com 1/2023 - 5/2023	3384		513.67
100-1610-7652	POST ALARM SYSTEMS	Yard Alarm Repair	3389		323.73
100-1020-7716	DUARTE UNIFIED SCHOOL DIS...	State of the City and Schools	218683		1,081.17
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	3360		54.83
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	3360		45.52
100-1825-7674	U.S. BANK PARS ACCOUNT #6...	FY23 Add'l OPEB Contribution	3408		572,000.00
100-1805-7610	KRISTEN PETERSEN	Lunch Meeting w/Mayor	3388		36.90
100-1205-7761	SUPERIOR CT OF CAL CO OF L...	Citation Revenue Tax 5/2023	218711		4,844.00
100-1605-7739	THE SAUCE CREATIVE SERVICE...	Independence Day Publicity	3395		562.43
100-1825-7688	CURO MANAGED PRINT PRO...	Oil Funnel Labels	218680	202301/1825-7688/Exp-Used...	476.17
100-1825-7688	CURO MANAGED PRINT PRO...	Oil Container Labels	218680	202301/1825-7688/Exp-Used...	527.66
100-1205-7980	CURO MANAGED PRINT PRO...	National Night Out Marketing	218680		358.70
100-4302	ANGEL SANCHEZ	Citation Refund (Appeal)	218706		60.00
100-4408	DUARTE UNIFIED SCHOOL DIS...	SBA/Nextel Lease 6/2023	218683	250004 - Property Rent - Next...	1,924.53

Council Warrant Register By Account

Payment Dates: 6/15/2023 - 6/28/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7741	SMART & FINAL	Sports/Playground Supplies	3398		13.52
100-1605-7741	SMART & FINAL	Sports/Playground Supplies	3398		4.01
100-1605-7741	SMART & FINAL	Return-Sports/Playground Supplies	3398		-4.41
100-1410-7630	SIMON EQUIPMENT RENTALS	Equipment Rental	218708		35.64
100-1410-7650	10-8 RETROFIT INC	Vehicle #11 Light & Radio Set-up	3349		5,687.16
100-1010-7610	ANNETTE JUAREZ	LaserFische Conference Expense Reimbursement	3376		181.92
100-1605-7741	SMART & FINAL	Return-Sports/Playground Supplies	3398		-6.60
100-1010-7610	ALBERT NUNEZ	Burrtec WVMRF Tour Expense Reimbursement	3386		40.87
100-1825-7688	GEO PLASTICS (CA)	Used Oil Containers & Funnels	3370	202401-Exp Used Oil-OPP13-2...	2,617.40
100-1825-7688	GEO PLASTICS (CA)	Used Oil Containers & Funnels	3370	202301/1825-7688/Exp-Used...	716.53
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Services 5/28/23 - 6/10/23	3350		730.86
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Services 5/28/23 - 6/10/23	3350		2,108.25
100-1205-7650	WARDS SERVICE	Vehicle #25 Battery/Service	3409		643.28
100-1020-7712	TRIPEPI SMITH & ASSOCIATES	Communication & Social Media Management 6/2023	3405		9,030.00
100-4815	MICHAEL NAKADA	Adventure Camp S4 Refund (Olivia Nakada)	218693		175.00
100-2122	FEHR & PEERS	Business License Refund (BL 0139336)	3368		4.00
100-4004	FEHR & PEERS	Business License Refund (BL 0139336)	3368		132.00
100-1005-7648	SAMUEL KANG	CCCA Conference Expense Reimbursement	3377		290.82
100-1205-7779	AIDA TORRES	Book Club Meeting 5/16/2023	3404		46.80
100-1205-7779	AIDA TORRES	DART Lunch 6/5/2023	3404		292.74
100-1211	MERARI AQUINO	Computer Loan	3351		2,618.24
100-2120	BRIAN WALTRIP	Field Rent Deposit Refund	218714		100.00
100-1610-7652	INX BUILDING MAINTENANCE	Senior Ctr Post Construction Cleaning	3373		1,490.00
100-1605-7740	RETRO ROLLING VIDEO GAMES	Balance-Day Camp Retro Games 6/14/23	218703		350.00
100-1815-7965	MAXTREME INC	IT Helpdesk 6/2023	3384		12,500.00
100-4815	JIAWEN NI	Summer Day Camp S4/S5 Refund (Owen Xu)	218694		250.00
100-1610-7652	DARRELL RAY CARROLL	Pool Gate Lock Repair	218678		258.00
100-1605-7758	EMERALD ISLE ENTERTAINME...	Independence Day Celebration Fun Zone Rental	218684		1,754.00
100-1605-7758	MAGIC JUMP RENTALS INC	Independence Day Celebration Fun Zone Rental	218691		2,311.40
100-1405-7690	BRIAN QUANDT	Planning Commission Meeting	218699		50.00
100-1405-7690	WALLACE WOLFF	Planning Commission Meeting	218715		50.00
100-1605-7735	MO SOL INC	Duarte Dance Uniforms July 3rd Celebration	218692		450.00
100-1605-7758	JOE ESPINOSA	Independence Day Celebration Entertainment	218685		1,600.00
100-1605-7736	ARK INTERNATIONAL INC	Instructor Fee-Vocal Class S2 4/25/23 - 5/16/23	3352		109.20
100-1605-7736	ARK INTERNATIONAL INC	Instructor Fee-Vocal S2 4/29/23 - 5/20/23	3352		72.80
100-2120	SILVIA RAMOS	SC Rent Deposit Refund 6/17/23	218700		500.00
100-2120	JAIME DIAZ	TC Rent Deposit Refund 6/10/23	218681		300.00
100-4904	STEVE SEIDNER	Site Plan Design (ADU) Review Refund	218707		1,000.00
100-2120	LUZ VIVERO	ROP Bldg Rent Deposit Refund 6/10/23	218713		150.00

Council Warrant Register By Account

Payment Dates: 6/15/2023 - 6/28/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1015-7682	BURKE, WILLIAMS & SORENS...	Labor Legal 5/2023	3354		357.50
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3400		203.82
100-1610-7618	IT'S A GAS INC	TC Helium Tank	3374		606.55
Fund 100 - GENERAL FUND Total:					1,389,243.09
Fund: 220 - GAS TAX FUN					
220-2127	CARE FOR THE CHILDREN	Curb House Numbers Project Retention	218677		2,967.50
Fund 220 - GAS TAX FUN Total:					2,967.50
Fund: 225 - SB-1, Road Maintenance/Rehab Fund					
225-2127	ALL AMERICAN ASPHALT	Retention	218673	202306/225-2127-Retention...	-15,007.32
225-2250-8100	ALL AMERICAN ASPHALT	FY23 Street Rehabilitation Project 5/2023	218673	202306/225-2250-8100-Other...	284,521.40
225-2250-8100	ALL AMERICAN ASPHALT	Change Order 1	218673	202306/225-2250-8100-Other...	15,625.00
Fund 225 - SB-1, Road Maintenance/Rehab Fund Total:					285,139.08
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing/Repair-Encanto Park	3392		1,351.39
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing/Repair-Duarte Rd Median	3392		450.86
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing/Repair-Pops Rd Lot	3392		410.36
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing/Repair-Duarte Rd Median	3392		464.27
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing/Repair-Duarte Rd Median	3392		464.27
240-2434-7887	RUDY'S PLUMBING INC	Backflow Testing/Repair-Citrus Villas LLD	3392		390.92
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Royal Oaks Park	3392		130.00
240-2434-7887	ACOSTA GROWERS INC	Plant Replacement-Citrus Villas	218670		66.15
240-2410-7906	WEST COAST ARBORISTS INC	Citywide Tree Trimming 5/16/23 -5/31/23	3410		42,423.00
240-2410-7909	WEST COAST ARBORISTS INC	Citywide Tree Trimming 5/16/23 -5/31/23	3410		20,297.30
240-2410-7915	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 6/2023	3353		10,537.29
240-2410-7917	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 6/2023	3353		6,807.23
240-2410-7917	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 6/2023	3353		681.41
240-2420-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 6/2023	3353		484.95
240-2421-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 6/2023	3353		1,826.50
240-2422-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 6/2023	3353		675.21
240-2423-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 6/2023	3353		1,264.50
240-2424-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 6/2023	3353		772.75
240-2425-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 6/2023	3353		562.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 6/2023	3353		252.90
240-2427-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 6/2023	3353		885.61
240-2431-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 6/2023	3353		1,124.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 6/2023	3353		1,173.18
240-2433-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 6/2023	3353		744.65

Council Warrant Register By Account

Payment Dates: 6/15/2023 - 6/28/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
240-2434-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 6/2023	3353		498.78
240-2435-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 6/2023	3353		702.50
240-2410-7888	SOUTHEAST CONSTRUCTION ...	Soil Material for Tree Wells	218709		312.67
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Repairs-Hacienda Park	3378		12.35
240-2405-7890	COUNTY OF LOS ANGELES DE...	KITS Monitoring 5/2023	218679		359.88
240-2405-7890	COUNTY OF LOS ANGELES DE...	TS Modifications @Brycedale/Hunt 5/2023	218679		9,524.78
240-2405-7890	COUNTY OF LOS ANGELES DE...	Traffic Signal Maintenance 5/2023	218679		3,099.71
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing-Huntington Dr Median	3392		130.00
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					108,881.37
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
260-2605-8061	LDM ASSOCIATES INC	CDBG City Hall ADA Improvements 5/2023	3380	202102-CDBG ADA Improv Pro..	3,363.00
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					3,363.00
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
290-2905-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 5/2023	3381		11,613.35
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					11,613.35
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease/Maint 6/1/2023 - 6/30/2023	BD23-1564		527.38
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Lease/Maint 6/1/2023 - 6/30/2023	BD23-1564		615.05
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease/Maint 6/1/2023 - 6/30/2023	BD23-1564		467.13
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					1,609.56
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7980	MVP, LLC	BusStop Repairs to Asphalt	3385		3,750.00
Fund 440 - PROPOSITION A TRANSIT FUND Total:					3,750.00
Fund: 460 - PROPOSITION C TRANSIT FUND					
460-4605-7650	FAST 5 HOLDING COMPANY L...	City Vehicle Cleaning 5/2023	218686		6.00
460-4605-7650	AUTOZONE	Yard Supplies	218674		44.40
Fund 460 - PROPOSITION C TRANSIT FUND Total:					50.40
Fund: 470 - MEASURE R LR TRANSIT FUND					
470-2127	ALL AMERICAN ASPHALT	Retention	218673	202306/470-2127-Retention-...	-20,000.00
470-4705-8070	ALL AMERICAN ASPHALT	FY23 Street Rehabilitation Project 5/2023	218673	202306/4705-8070-Cap. St. I...	400,000.00
Fund 470 - MEASURE R LR TRANSIT FUND Total:					380,000.00
Grand Total:					2,186,617.35

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	1,389,243.09
220 - GAS TAX FUN	2,967.50
225 - SB-1, Road Maintenance/Rehab Fund	285,139.08
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	108,881.37
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	3,363.00
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	11,613.35
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	1,609.56
440 - PROPOSITION A TRANSIT FUND	3,750.00
460 - PROPOSITION C TRANSIT FUND	50.40
470 - MEASURE R LR TRANSIT FUND	380,000.00
Grand Total:	2,186,617.35

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7648	Travel & Exp - Kang	290.82
100-1010-7610	Travel, Mtgs & Conf	222.79
100-1010-7612	Publications and Dues	2,262.51
100-1010-7670	Legal Notices	790.11
100-1015-7680	City Attorney Legal	10,843.27
100-1015-7682	Labor Counsel Legal	357.50
100-1015-7684	Code Enforcement Legal	21,669.29
100-1015-7686	Other Legal Services	4,880.85
100-1020-7712	Community Information ...	9,576.00
100-1020-7716	Special Community Even...	1,081.17
100-1020-7724	Post Office Parking	161.58
100-1205-7614	Office Supplies	247.55
100-1205-7615	Emergency Supplies	1,179.01
100-1205-7636	Uniforms	520.11
100-1205-7650	Vehicle Maintenance	836.93
100-1205-7655	Emergency Services	187.49
100-1205-7761	Parking Ticket Collect	16,307.82
100-1205-7762	Parking Pass Kiosk Costs	681.41
100-1205-7779	Youth Programs	339.54
100-1205-7780	Animal Control	5,426.67
100-1205-7781	Contract Law Enforceme...	408,000.75
100-1205-7782	Crossing Guard Contract...	14,982.63
100-1205-7980	Other Expenses	358.70
100-1211	Computer Loan Program	2,618.24
100-1405-7614	Office Supplies	328.02
100-1405-7650	Vehicle Maintenance	30.00
100-1405-7690	Planning Commission	100.00
100-1405-7800	Building Department Ser...	22,883.90
100-1405-7801	Industrial Waste Inspect...	2,064.89
100-1405-7965	Professional Services	14,000.00
100-1405-7969	City Engineer	13,230.00
100-1405-8100	Other Capital Improvem...	320.00
100-1410-7621	Other Supplies	205.10
100-1410-7630	Equipment Rentals	35.64
100-1410-7636	Uniforms	165.38
100-1410-7650	Vehicle Maintenance	6,120.93
100-1410-7656	Emergency Generator	160.00
100-1410-7814	Graffiti Removal	5,046.25
100-1410-7815	Brush Clearance	23,430.35
100-1410-8100	Other Capital Improvem...	93,709.22
100-1415-7916	Landscape-Sport Park	2,009.15
100-1605-7650	Vehicle Maintenance	37.58
100-1605-7693	Youth Council	58.45

Account Summary

Account Number	Account Name	Payment Amount
100-1605-7730	Special Events	6,371.00
100-1605-7733	Senior Center	175.00
100-1605-7735	Teen Center	450.00
100-1605-7736	Youth & Adult Recreatio...	262.32
100-1605-7738	Teen Excursions	40.00
100-1605-7739	Publicity	562.43
100-1605-7740	Day Camps	411.18
100-1605-7741	Sports/Playground Progr...	287.33
100-1605-7750	Bus Rentals	1,351.60
100-1605-7756	Senior Recreation Classes	621.60
100-1605-7758	Independence Day Celeb...	41,609.40
100-1610-7617	Pool Chemicals	1,356.84
100-1610-7618	Building Supplies	606.55
100-1610-7636	Uniforms	80.52
100-1610-7650	Vehicle Maintenance	13.77
100-1610-7652	Building Maint Services	12,434.17
100-1610-8100	Other Capital Improvem...	13,375.00
100-1750	Prepaid Charges	2,010.00
100-1805-7610	Travel, Mtgs & Conf	36.90
100-1805-7653	Bank Charges	306.13
100-1805-7980	Other Expenses	2,000.00
100-1810-7660	Other Services	128.00
100-1810-7980	Other Expenses	165.00
100-1815-7632	Software	2,703.92
100-1815-7965	Professional Services	12,500.00
100-1815-7980	Other Expenses	712.76
100-1815-8011	Computer Equipment (C...	1,548.38
100-1825-7613	Duplications And Photos	197.13
100-1825-7631	Equipment Maintenance	383.20
100-1825-7674	Retiree Health Insurance	572,000.00
100-1825-7687	Waste Mgmt Services	4,167.50
100-1825-7688	Oil Recycling Grant	4,337.76
100-1825-7945	Operation Of Acq Prop	58.55
100-1830-8100	Vehicle Replacement (C...	10,480.22
100-2012	Green Building Fees Pay...	3.00
100-2013	Strong Motions Fees Pay...	16.80
100-2120	Refundable Deposits	1,550.00
100-2122	Disability Access & Educ ...	4.00
100-2125	Metro Pass Through (TA...	210.00
100-4004	Business License Tax	132.00
100-4201	Building Permits	2,416.00
100-4302	Parking Citations	60.00
100-4408	Property Rental	1,924.53
100-4815	Day Camp Fees	425.00
100-4904	Zoning Fees	1,000.00
220-2127	Retention Payable	2,967.50
225-2127	Retention Payable	-15,007.32
225-2250-8100	Other Capital Improvem...	300,146.40
240-2405-7890	Repairs-Traffic Signal	12,984.37
240-2410-7662	Other Serv-Citywide	1,891.75
240-2410-7663	Other Serv-Medians	1,509.40
240-2410-7888	Repairs-Citywide	325.02
240-2410-7906	Tree Trim-Citywide	42,423.00
240-2410-7909	Tree Trim-Residential	20,297.30
240-2410-7915	Landscape-Citywide	10,537.29
240-2410-7917	Landscape-Medians	7,488.64
240-2420-7914	Landscape Maintenance	484.95
240-2421-7914	Landscape Maintenance	1,826.50

Account Summary

Account Number	Account Name	Payment Amount
240-2422-7914	Landscape Maintenance	675.21
240-2423-7914	Landscape Maintenance	1,264.50
240-2424-7914	Landscape Maintenance	772.75
240-2425-7914	Landscape Maintenance	562.00
240-2426-7914	Landscape Maintenance	252.90
240-2427-7914	Landscape Maintenance	885.61
240-2431-7914	Landscape Maintenance	1,124.00
240-2432-7914	Landscape Maintenance	1,173.18
240-2433-7914	Landscape Maintenance	744.65
240-2434-7887	Repairs & Replacements	457.07
240-2434-7914	Landscape Maintenance	498.78
240-2435-7914	Landscape Maintenance	702.50
260-2605-8061	ADA Curb Ramps (Capital)	3,363.00
290-2905-7781	Contract Law Enforceme...	11,613.35
320-3205-8013	Vehicles (Capital)	1,609.56
440-4405-7980	Other Expenses	3,750.00
460-4605-7650	Vehicle Maintenance	50.40
470-2127	Retention Payable	-20,000.00
470-4705-8070	Street Improvements (C...	400,000.00
Grand Total:		2,186,617.35

Project Account Summary

Project Account Key	Payment Amount
None	1,290,304.60
202102-Cap Improv-CH CDBG ADA Improvement	320.00
202102-CDBG ADA Improv Project	3,363.00
202118-ATP Cycle 4-City Engineer	9,150.00
202205/1205-7781-ARPA-Coronavirus Recovery Fed	212,019.83
202301/1825-7688/Exp-Used Oil Grant-OPP12-21-0016	1,720.36
202306/225-2127-Retention-2023 St Rehab Project	-15,007.32
202306/225-2250-8100-Other Cap-FY23 St Rehab	300,146.40
202306/470-2127-Retention-2023 Street Rehab Proj	-20,000.00
202306/4705-8070-Cap. St. Improv. FY22-23	400,000.00
202401-Exp Used Oil-OPP13-23-0016 FY24	2,617.40
250004 - Property Rent - Nextel Rent (Otis Gordon)	1,924.53
250016-Oper of Acq Prop-1229 Pops Road	58.55
Grand Total:	2,186,617.35



City of Duarte

Council Warrant Register By Vendor By Fund

Payment Dates 6/15/2023 - 6/28/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 4209 - 10-8 RETROFIT INC					
100-1410-7650	10-8 RETROFIT INC	Vehicle #11 Light & Radio Set-up	19404		5,687.16
Vendor 4209 - 10-8 RETROFIT INC Total:					5,687.16
Vendor: 5706 - ABRAHAM MARTINEZ					
100-1605-7733	ABRAHAM MARTINEZ	SC Farmers Market Experience 3/22/2023	2023-005		175.00
Vendor 5706 - ABRAHAM MARTINEZ Total:					175.00
Vendor: 0091 - ADVANTAGE FORD LINCOLN					
100-1205-7650	ADVANTAGE FORD LINCOLN	Vehicle #35 Battery and Wiper Blades	512024/1		136.46
100-1410-7650	ADVANTAGE FORD LINCOLN	Vehicle #15 Parts	381827 1 G		427.77
Vendor 0091 - ADVANTAGE FORD LINCOLN Total:					564.23
Vendor: 1388 - AIDA TORRES					
100-1205-7779	AIDA TORRES	Book Club Meeting 5/16/2023	6152023		46.80
100-1205-7779	AIDA TORRES	DART Lunch 6/5/2023	6152023		292.74
Vendor 1388 - AIDA TORRES Total:					339.54
Vendor: 6449 - ALBERT NUNEZ					
100-1010-7610	ALBERT NUNEZ	Burrtec WVMRF Tour Expense Reimbursement	6/14/2023		40.87
Vendor 6449 - ALBERT NUNEZ Total:					40.87
Vendor: 5561 - ALBERTOS PLUMBING					
100-1610-7652	ALBERTOS PLUMBING	Encanto Park Building Plumbing Repairs	681840		300.00
Vendor 5561 - ALBERTOS PLUMBING Total:					300.00
Vendor: 6117 - ALL CITY MANAGEMENT SERVICE INC					
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Services 4/30/2023 - 5/13/2023	85743		6,071.76
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Services 5/14/2023 - 5/27/2023	86105		6,071.76
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Services 5/28/23 - 6/10/23	86443		730.86
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Services 5/28/23 - 6/10/23	86466		2,108.25
Vendor 6117 - ALL CITY MANAGEMENT SERVICE INC Total:					14,982.63
Vendor: T4644 - ANGEL SANCHEZ					
100-4302	ANGEL SANCHEZ	Citation Refund (Appeal)	DU010009696		60.00
Vendor T4644 - ANGEL SANCHEZ Total:					60.00
Vendor: 6435 - ANNETTE JUAREZ					
100-1010-7610	ANNETTE JUAREZ	LaserFische Conference Expense Reimbursement	5/31/23-6/1/23		181.92
Vendor 6435 - ANNETTE JUAREZ Total:					181.92
Vendor: 6429 - ARK INTERNATIONAL INC					
100-1605-7736	ARK INTERNATIONAL INC	Instructor Fee-Vocal Class S2 4/25/23 - 5/16/23	9693		109.20
100-1605-7736	ARK INTERNATIONAL INC	Instructor Fee-Vocal S2 4/29/23 - 5/20/23	9695		72.80
Vendor 6429 - ARK INTERNATIONAL INC Total:					182.00
Vendor: 1491 - AUTOZONE					
100-1610-7650	AUTOZONE	Vehicle #21 Light Replacement	2814013100		13.77

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Payment Dates: 6/15/2023 - 6/28/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1205-7650	AUTOZONE	Vehicle #29 Headlight Replacement	2814015008		15.19
Vendor 1491 - AUTOZONE Total:					28.96
Vendor: 6502 - BILL KRENZ					
100-1605-7730	BILL KRENZ	Summer Kick Off Event Entertainment	120169		5,050.00
Vendor 6502 - BILL KRENZ Total:					5,050.00
Vendor: 1994 - BOURRET GLASS & UPHOLSTERY INC					
100-1605-7650	BOURRET GLASS & UPHOLSTE...	Vehicle #17 Windshield Repair	D0009533		98.08
Vendor 1994 - BOURRET GLASS & UPHOLSTERY INC Total:					98.08
Vendor: 6469 - BRIAN QUANDT					
100-1405-7690	BRIAN QUANDT	Planning Commission Meeting	5/15/2023		50.00
Vendor 6469 - BRIAN QUANDT Total:					50.00
Vendor: T4638 - BRIAN WALTRIP					
100-2120	BRIAN WALTRIP	Field Rent Deposit Refund	R95955		100.00
Vendor T4638 - BRIAN WALTRIP Total:					100.00
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
100-1410-7815	BRIGHTVIEW LANDSCAPE SER...	Brush Clearance-Pacific Community Prop	8447607		23,430.35
100-1020-7724	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 6/2023	8425523		161.58
100-1415-7916	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 6/2023	8425523		2,009.15
100-1825-7945	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 6/2023	8425523	250016-Oper of Acq Prop-122...	58.55
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					25,659.63
Vendor: 4838 - BURKE, WILLIAMS & SORENSEN LLP					
100-1015-7682	BURKE, WILLIAMS & SORENS...	Labor Legal 5/2023	302908		357.50
Vendor 4838 - BURKE, WILLIAMS & SORENSEN LLP Total:					357.50
Vendor: 5559 - CALE AMERICA INC					
100-1205-7762	CALE AMERICA INC	WTP Fees 5/2023	174980		681.41
Vendor 5559 - CALE AMERICA INC Total:					681.41
Vendor: 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE					
100-1810-7660	CALIFORNIA STATE DEPARTM...	Fingerprint Apps 5/2023	658660		128.00
Vendor 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE Total:					128.00
Vendor: 5720 - CANON SOLUTIONS AMERICA INC					
100-1825-7631	CANON SOLUTIONS AMERICA ...	Finance Printer Maint 2/4/2023 - 5/3/2023	6004383284		171.75
100-1825-7631	CANON SOLUTIONS AMERICA ...	Finance Mgr Printer Maint 4/23/2023 - 5/22/2023	6004386341		41.30
100-1825-7631	CANON SOLUTIONS AMERICA ...	CMD Intern/FC Printer Maint 2/28/23 - 5/30/23	6004459369		170.15
Vendor 5720 - CANON SOLUTIONS AMERICA INC Total:					383.20
Vendor: 6229 - CAPITAL ONE					
100-1205-7614	CAPITAL ONE	Office Supplies	03038		55.45
Vendor 6229 - CAPITAL ONE Total:					55.45
Vendor: 6357 - CARLOS FELIPE PEREZ					
100-1605-7758	CARLOS FELIPE PEREZ	Independence Day Celebration DJ Services	45000		650.00
Vendor 6357 - CARLOS FELIPE PEREZ Total:					650.00
Vendor: 5792 - CHALLENGER TEAMWEAR					
100-1605-7741	CHALLENGER TEAMWEAR	Adventure Camp Shirts	1192107-IN		280.81
Vendor 5792 - CHALLENGER TEAMWEAR Total:					280.81
Vendor: 5120 - CHARLES ABBOTT ASSOCIATES INC					
100-1405-7800	CHARLES ABBOTT ASSOCIATES...	Building & Safety Services 5/2023	65841		22,089.90
Vendor 5120 - CHARLES ABBOTT ASSOCIATES INC Total:					22,089.90

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6381 - CHRISTOPHER H CHUC					
100-1605-7756	CHRISTOPHER H CHUC	SC Latin Dance Instructor (Spring)	105		201.60
Vendor 6381 - CHRISTOPHER H CHUC Total:					201.60
Vendor: 5586 - CHRISTOPHER J TUCKER					
100-1605-7756	CHRISTOPHER J TUCKER	SC Instructor Fee-Tai Qi (Spring)	5		420.00
Vendor 5586 - CHRISTOPHER J TUCKER Total:					420.00
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4157736558		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4157736558		9.31
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4158422704		54.83
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4158422704		45.52
Vendor 5140 - CINTAS CORPORATION #693 Total:					135.35
Vendor: 6483 - CIVICA LAW GROUP, APC					
100-1015-7684	CIVICA LAW GROUP, APC	1001 Las Lomas Legal 5/2023	10316		2,829.15
100-1015-7684	CIVICA LAW GROUP, APC	1307 Bloomdale Legal 5/2023	10317		1,145.70
100-1015-7684	CIVICA LAW GROUP, APC	2165 Huntington Dr Legal 5/2023	10318		48.60
100-1015-7684	CIVICA LAW GROUP, APC	Mendoza v. Duarte (Admin Appeal) Legal 5/2023	10320		5,875.20
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations Legal 5/2023	10321		6,000.00
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations Expenses 5/2023	10322		101.84
Vendor 6483 - CIVICA LAW GROUP, APC Total:					16,000.49
Vendor: 6427 - CIVICPLUS LLC					
100-1010-7612	CIVICPLUS LLC	Municipal Code Updates	265091		2,244.51
Vendor 6427 - CIVICPLUS LLC Total:					2,244.51
Vendor: 5504 - CMC LIVESCAN & NOTARY SERVICES					
100-1810-7980	CMC LIVESCAN & NOTARY SE...	Livescan Services 5/2023	CMC18023		75.00
Vendor 5504 - CMC LIVESCAN & NOTARY SERVICES Total:					75.00
Vendor: 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
100-1405-7801	COUNTY OF LOS ANGELES DE...	Industrial Waste 5/2023	23061206610		2,064.89
Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:					2,064.89
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1825-7688	CURO MANAGED PRINT PRO...	Oil Funnel Labels	6828	202301/1825-7688/Exp-Used...	476.17
100-1825-7688	CURO MANAGED PRINT PRO...	Oil Container Labels	6829	202301/1825-7688/Exp-Used...	527.66
100-1205-7980	CURO MANAGED PRINT PRO...	National Night Out Marketing	6830		358.70
Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:					1,362.53
Vendor: 5025 - DARRELL RAY CARROLL					
100-1610-7652	DARRELL RAY CARROLL	Pool Gate Lock Repair	24907		258.00
Vendor 5025 - DARRELL RAY CARROLL Total:					258.00
Vendor: 5501 - DATA TICKET INC					
100-1205-7761	DATA TICKET INC	Parking Citation Processing 3/2023	150599		2,578.84
100-1205-7761	DATA TICKET INC	Handheld Ticket Writer License	DUA M&S		2,000.00
100-1205-7761	DATA TICKET INC	Admin Citation Processing 4/2023	151050		4,130.33
100-1205-7761	DATA TICKET INC	Parking Citation Processing 4/2023	151747		2,339.61
Vendor 5501 - DATA TICKET INC Total:					11,048.78
Vendor: 5880 - DISABILITY ACCESS CONSULTANTS LLC					
100-1805-7980	DISABILITY ACCESS CONSULT...	DACTrak Subscription 6/1/2023 - 5/31/2024	23-085		2,000.00
Vendor 5880 - DISABILITY ACCESS CONSULTANTS LLC Total:					2,000.00
Vendor: 0311 - DUARTE RECREATION PETTY CASH					
100-1605-7738	DUARTE RECREATION PETTY ...	TC Seal Beach Parking 6/2/23	06132023		40.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1605-7740	DUARTE RECREATION PETTY ...	Day Camp Excursion Supplies	06132023		36.75
Vendor 0311 - DUARTE RECREATION PETTY CASH Total:					76.75
Vendor: 0077 - DUARTE UNIFIED SCHOOL DISTRICT					
100-1020-7716	DUARTE UNIFIED SCHOOL DIS...	State of the City and Schools	2300000000009		1,081.17
100-4408	DUARTE UNIFIED SCHOOL DIS...	SBA/Nextel Lease 6/2023	R99491	250004 - Property Rent - Next...	1,924.53
Vendor 0077 - DUARTE UNIFIED SCHOOL DISTRICT Total:					3,005.70
Vendor: 6366 - DUTHIE ELECTRIC SERVICE CORPORATION					
100-1410-8100	DUTHIE ELECTRIC SERVICE CO...	Emergency Generator Replacement/Install (Pymt 2)	E114679		93,709.22
Vendor 6366 - DUTHIE ELECTRIC SERVICE CORPORATION Total:					93,709.22
Vendor: 6501 - EMERALD ISLE ENTERTAINMENT INC					
100-1605-7758	EMERALD ISLE ENTERTAINME...	Independence Day Celebration Fun Zone Rental	2763		1,754.00
Vendor 6501 - EMERALD ISLE ENTERTAINMENT INC Total:					1,754.00
Vendor: 6037 - EMILY LEPONE					
100-1205-7636	EMILY LEPONE	Uniform Pants Reimbursement	4446637		98.55
100-1205-7636	EMILY LEPONE	Uniform Pants Reimbursement	6370601		98.55
Vendor 6037 - EMILY LEPONE Total:					197.10
Vendor: 6189 - ENTERPRISE FM TRUST					
100-1605-7650	ENTERPRISE FM TRUST	Vehicle 31 Parking Citation Refund	FBN4760298		-78.50
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 15 License Fee	FBN4760298		30.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 36 Lease/Maint 6/1/2023 - 6/30/2023	FBN4760298		478.95
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 15 Delivery Fee	FBN4760298		125.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 6/1/2023 - 6/30/2023	FBN4760298		223.12
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 6/1/2023 - 6/30/2023	FBN4760298		431.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 6/1/2023 - 6/30/2023	FBN4760298		433.48
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 15 Lease/Maint 5/11/2023 - 5/31/2023	FBN4760298		809.71
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 6/1/2023 - 6/30/2023	FBN4760298		476.29
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 11 Delivery Fee	FBN4760298		125.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 15 Lease/Maint 6/1/2023 - 6/30/2023	FBN4760298		1,195.28
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 6/1/2023 - 6/30/2023	FBN4760298		574.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 100 Lease/Maint 6/1/2023 - 6/30/2023	FBN4760298		555.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 11 Lease/Maint 6/1/2023 - 6/30/2023	FBN4760298		772.57
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 11 Lease/Maint 5/10/2023 - 5/31/2023	FBN4760298		548.27
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 6/1/2023 - 6/30/2023	FBN4760298		556.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 6/1/2023 - 6/30/2023	FBN4760298		591.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 15 Tax on Gain on Prior	FBN4760298		717.50
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 6/1/2023 - 6/30/2023	FBN4760298		566.88
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 6/1/2023 - 6/30/2023	FBN4760298		584.85
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 11 Tax on Gain on Prior	FBN4760298		684.39
Vendor 6189 - ENTERPRISE FM TRUST Total:					10,401.72

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 1357 - EXECUTIVE ELEVATOR INC					
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 5/2023	101736		145.00
Vendor 1357 - EXECUTIVE ELEVATOR INC Total:					145.00
Vendor: 6237 - FAST 5 HOLDING COMPANY LLC					
100-1205-7650	FAST 5 HOLDING COMPANY L...	City Vehicle Cleaning 5/2023	5779		42.00
100-1205-7781	FAST 5 HOLDING COMPANY L...	City Vehicle Cleaning 5/2023	5779		72.00
100-1405-7650	FAST 5 HOLDING COMPANY L...	City Vehicle Cleaning 5/2023	5779		30.00
100-1410-7650	FAST 5 HOLDING COMPANY L...	City Vehicle Cleaning 5/2023	5779		6.00
100-1605-7650	FAST 5 HOLDING COMPANY L...	City Vehicle Cleaning 5/2023	5779		18.00
Vendor 6237 - FAST 5 HOLDING COMPANY LLC Total:					168.00
Vendor: 5404 - FEHR & PEERS					
100-2122	FEHR & PEERS	Business License Refund (BL 0139336)	3852822103		4.00
100-4004	FEHR & PEERS	Business License Refund (BL 0139336)	3852822103		132.00
Vendor 5404 - FEHR & PEERS Total:					136.00
Vendor: 4690 - FULLER ENGINEERING INC					
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	148618		1,112.44
Vendor 4690 - FULLER ENGINEERING INC Total:					1,112.44
Vendor: 6179 - GEO PLASTICS (CA)					
100-1825-7688	GEO PLASTICS (CA)	Used Oil Containers & Funnels	76933	202401-Exp Used Oil-OPP13-2...	2,617.40
100-1825-7688	GEO PLASTICS (CA)	Used Oil Containers & Funnels	76933	202301/1825-7688/Exp-Used...	716.53
Vendor 6179 - GEO PLASTICS (CA) Total:					3,333.93
Vendor: 6181 - GOOGLE LLC					
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 5/1/23 - 5/31/23	4734147863		1,720.00
Vendor 6181 - GOOGLE LLC Total:					1,720.00
Vendor: 1092 - GRAINGER					
100-1205-7615	GRAINGER	(20) Personal Emergency Kits	9712298778		870.54
Vendor 1092 - GRAINGER Total:					870.54
Vendor: 5340 - GRAND PRINTING INC					
100-1825-7613	GRAND PRINTING INC	Business Cards	112600		197.13
Vendor 5340 - GRAND PRINTING INC Total:					197.13
Vendor: 6194 - HURTADO LANDSCAPE AND CONCRETE					
100-2120	HURTADO LANDSCAPE AND C...	Cash Bond Refund (Pmt #2022- 129ROW)	R96552-2120		500.00
Vendor 6194 - HURTADO LANDSCAPE AND CONCRETE Total:					500.00
Vendor: 1465 - INLAND EMPIRE STAGES LTD					
100-1605-7750	INLAND EMPIRE STAGES LTD	Adult Excursion Transportation 6/8/2023	59547		1,351.60
Vendor 1465 - INLAND EMPIRE STAGES LTD Total:					1,351.60
Vendor: 6309 - INX BUILDING MAINTENANCE					
100-1610-7652	INX BUILDING MAINTENANCE	City Hall Janitorial Svcs 6/2023	977096		1,723.28
100-1610-7652	INX BUILDING MAINTENANCE	Senior Ctr Post Construction Cleaning	977717		1,490.00
Vendor 6309 - INX BUILDING MAINTENANCE Total:					3,213.28
Vendor: 6090 - IT'S A GAS INC					
100-1610-7618	IT'S A GAS INC	TC Helium Tank	ARP-15099		606.55
Vendor 6090 - IT'S A GAS INC Total:					606.55
Vendor: 6311 - JA EVENT PRODUCTION					
100-1605-7758	JA EVENT PRODUCTION	Independence Day Celebration Sound/Lighting/Stage	0000074		18,850.00
Vendor 6311 - JA EVENT PRODUCTION Total:					18,850.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: T4643 - JAIME DIAZ					
100-2120	JAIME DIAZ	TC Rent Deposit Refund 6/10/23	R98612		300.00
Vendor T4643 - JAIME DIAZ Total:					300.00
Vendor: T4646 - JIAWEN NI					
100-4815	JIAWEN NI	Summer Day Camp S4/S5 Refund (Owen Xu)	2001503.002		250.00
Vendor T4646 - JIAWEN NI Total:					250.00
Vendor: 4691 - JOE ESPINOSA					
100-1605-7758	JOE ESPINOSA	Independence Day Celebration Entertainment	7/3/2023		1,600.00
Vendor 4691 - JOE ESPINOSA Total:					1,600.00
Vendor: 6486 - KENNETH OTERO					
100-1410-7636	KENNETH OTERO	Field Service Uniform Caps Reimbursement	5/17/2023		165.38
Vendor 6486 - KENNETH OTERO Total:					165.38
Vendor: 1592 - KRISTEN PETERSEN					
100-1805-7610	KRISTEN PETERSEN	Lunch Meeting w/Mayor	6/7/2023		36.90
Vendor 1592 - KRISTEN PETERSEN Total:					36.90
Vendor: 3968 - LANDSCAPE WAREHOUSE III					
100-1410-7621	LANDSCAPE WAREHOUSE III	Irrigation Electric Wire Tracing Kit	4184594		205.10
Vendor 3968 - LANDSCAPE WAREHOUSE III Total:					205.10
Vendor: 6484 - LAWRENCE E MARINO SEPERATE PROPERTY TRUST					
100-1610-7652	LAWRENCE E MARINO SEPER...	Training Pool Heater Repair	231070501		1,067.16
100-1610-7652	LAWRENCE E MARINO SEPER...	Emergency Comp Pool Heater Repair	231070502		2,707.33
100-1610-7652	LAWRENCE E MARINO SEPER...	Weekly Pool Service Contract 5/2023	231070503		1,950.00
100-1610-7617	LAWRENCE E MARINO SEPER...	Chemical Treatment for Pools	231070504		244.40
Vendor 6484 - LAWRENCE E MARINO SEPERATE PROPERTY TRUST Total:					5,968.89
Vendor: 5761 - LIFE STORAGE #530					
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 6/1/2023 - 7/1/2023	82254		410.00
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 6/1/2023 - 7/1/2023	82255		384.00
Vendor 5761 - LIFE STORAGE #530 Total:					794.00
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 5/2023	233327EC		195,908.92
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 5/2023	233327EC	202205/1205-7781-ARPA-Cor...	212,019.83
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					407,928.75
Vendor: 5717 - LOS ANGELES UNIFIED SCHOOL DISTRICT					
100-1810-7980	LOS ANGELES UNIFIED SCHOO...	Bilingual Testing Services 5/18/2023	3259		90.00
Vendor 5717 - LOS ANGELES UNIFIED SCHOOL DISTRICT Total:					90.00
Vendor: 6477 - LPA INC					
100-1610-8100	LPA INC	Conceptual Designs for Civic Center 4/2023	ARIV1003441		13,375.00
Vendor 6477 - LPA INC Total:					13,375.00
Vendor: T2738 - LUZ VIVERO					
100-2120	LUZ VIVERO	ROP Bldg Rent Deposit Refund 6/10/23	R99274		150.00
Vendor T2738 - LUZ VIVERO Total:					150.00
Vendor: 4139 - MAGIC JUMP RENTALS INC					
100-1605-7758	MAGIC JUMP RENTALS INC	Indpendence Day Celebration Fun Zone Rental	371568		2,311.40
Vendor 4139 - MAGIC JUMP RENTALS INC Total:					2,311.40

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 4286 - MAXTREME INC					
100-1815-7980	MAXTREME INC	Misc Computer/Laptop/iPhone Cases	13675		712.76
100-1815-8011	MAXTREME INC	Brian V. Macbook Air/iPhone Case	13675		1,548.38
100-1815-7632	MAXTREME INC	Office 365 6/2023	13676		470.25
100-1815-7632	MAXTREME INC	Google Maxhavens.com 1/2023 - 5/2023	13677		513.67
100-1815-7965	MAXTREME INC	IT Helpdesk 6/2023	13680		12,500.00
Vendor 4286 - MAXTREME INC Total:					15,745.06
Vendor: T2469 - MERARI AQUINO					
100-1211	MERARI AQUINO	Computer Loan	6725800		2,618.24
Vendor T2469 - MERARI AQUINO Total:					2,618.24
Vendor: T4645 - MICHAEL NAKADA					
100-4815	MICHAEL NAKADA	Adventure Camp S4 Refund (Olivia Nakada)	2001505.002		175.00
Vendor T4645 - MICHAEL NAKADA Total:					175.00
Vendor: 6503 - MO SOL INC					
100-1605-7735	MO SOL INC	Duarte Dance Uniforms July 3rd Celebration	5956		450.00
Vendor 6503 - MO SOL INC Total:					450.00
Vendor: 6280 - ONLY CREMATIONS FOR PETS					
100-1205-7780	ONLY CREMATIONS FOR PETS	Deceased Animal Disposal 5/2023	3072405		260.00
Vendor 6280 - ONLY CREMATIONS FOR PETS Total:					260.00
Vendor: 6286 - PARTY PRONTO INC					
100-1605-7730	PARTY PRONTO INC	Splash @ the Park Water Bouncer Rental 6/28/23	O41796		1,321.00
100-1605-7758	PARTY PRONTO INC	Independence Day Celebration Fun Zone Rental	O41815		3,444.00
Vendor 6286 - PARTY PRONTO INC Total:					4,765.00
Vendor: 2466 - POST ALARM SYSTEMS					
100-1610-7652	POST ALARM SYSTEMS	City Yard Alarm Service Call/Repair	1594943		273.22
100-1610-7652	POST ALARM SYSTEMS	Yard Alarm Repair	1595041		323.73
Vendor 2466 - POST ALARM SYSTEMS Total:					596.95
Vendor: 6032 - PYRO SPECTACULARS INC					
100-1605-7758	PYRO SPECTACULARS INC	Final Payment-Independence Day Fireworks 7/3/2023	301		13,000.00
Vendor 6032 - PYRO SPECTACULARS INC Total:					13,000.00
Vendor: 6372 - R3 CONSULTING GROUP					
100-1825-7687	R3 CONSULTING GROUP	SB1383 Implementation Consulting 5/2023	122728		4,167.50
Vendor 6372 - R3 CONSULTING GROUP Total:					4,167.50
Vendor: 0187 - RANCHO DUARTE GOLF COURSE					
100-1750	RANCHO DUARTE GOLF COUR...	Duarte Boxing Golf Tournament	7/1/2023		2,010.00
Vendor 0187 - RANCHO DUARTE GOLF COURSE Total:					2,010.00
Vendor: 6057 - REGIONAL TAP SERVICE CENTER					
100-2125	REGIONAL TAP SERVICE CENT...	TAP Card Reload 5/2023	6019854		210.00
Vendor 6057 - REGIONAL TAP SERVICE CENTER Total:					210.00
Vendor: 6500 - RETRO ROLLING VIDEO GAMES					
100-1605-7740	RETRO ROLLING VIDEO GAMES	Balance-Day Camp Retro Games 6/14/23	0001001		350.00
Vendor 6500 - RETRO ROLLING VIDEO GAMES Total:					350.00
Vendor: T4642 - RIAT CONSTRUCTION INC					
100-2012	RIAT CONSTRUCTION INC	Permit Refund (Pmt #2023-171)	R98964		3.00

Council Warrant Register By Vendor

Payment Dates: 6/15/2023 - 6/28/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-2013	RIAT CONSTRUCTION INC	Permit Refund (Pmt #2023-171)	R98964		16.80
100-4201	RIAT CONSTRUCTION INC	Permit Refund (Pmt #2023-171)	R98964		2,416.00
Vendor T4642 - RIAT CONSTRUCTION INC Total:					2,435.80
Vendor: 0904 - RKA CONSULTING GROUP					
100-1405-8100	RKA CONSULTING GROUP	Civic Center Courtyard ADA Improvement 4/2023	33546	202102-Cap Improv-CH CDBG...	320.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 4/2023	33568		1,760.00
100-1405-7969	RKA CONSULTING GROUP	ATP Cycle 4 Ped/Bike Improvements 4/2023	33569	202118-ATP Cycle 4-City Engi...	9,150.00
100-1405-7969	RKA CONSULTING GROUP	FY23 Landscape Lighting District 4/2023	33570		2,320.00
Vendor 0904 - RKA CONSULTING GROUP Total:					13,550.00
Vendor: 4142 - RUDY'S PLUMBING INC					
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing/Repair-Senior Ctr Domestic Water	9476		1,507.02
Vendor 4142 - RUDY'S PLUMBING INC Total:					1,507.02
Vendor: 0196 - RUTAN & TUCKER LLP					
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 4/2023	961072		10,843.27
100-1015-7686	RUTAN & TUCKER LLP	Mel Canyon Eminent Domain 4/2023	961074		4,880.85
Vendor 0196 - RUTAN & TUCKER LLP Total:					15,724.12
Vendor: 5263 - SAMUEL KANG					
100-1005-7648	SAMUEL KANG	CCCA Conference Expense Reimbursement	5/18/23-5/21/23		290.82
Vendor 5263 - SAMUEL KANG Total:					290.82
Vendor: 2699 - SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS					
100-1405-7965	SAN GABRIEL VALLEY COUNCIL..	VMT Analysis Model (Amendment 2)	SGV-VMT-05		14,000.00
Vendor 2699 - SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS Total:					14,000.00
Vendor: 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY					
100-1205-7780	SAN GABRIEL VALLEY HUMANE...	Animal Sheltering Services 6/2023	62023D		5,166.67
Vendor 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY Total:					5,166.67
Vendor: 6277 - SECTRA SECURITY INC					
100-1805-7653	SECTRA SECURITY INC	June 2023 Courier Pick-up	23060615		306.13
Vendor 6277 - SECTRA SECURITY INC Total:					306.13
Vendor: 5441 - SILVER & WRIGHT LLP					
100-1015-7684	SILVER & WRIGHT LLP	1001 Las Lomas Legal 3/2023	31535		24.30
100-1015-7684	SILVER & WRIGHT LLP	1307 Bloomdale Legal 2/2023 & 3/2023	31535		1,006.80
100-1015-7684	SILVER & WRIGHT LLP	Code Enforcement Legal (General) 3/2023	31535		137.70
100-1015-7684	SILVER & WRIGHT LLP	Criminal Prosecutions 3/2023	31540		4,500.00
Vendor 5441 - SILVER & WRIGHT LLP Total:					5,668.80
Vendor: T4647 - SILVIA RAMOS					
100-2120	SILVIA RAMOS	SC Rent Deposit Refund 6/17/23	R98581		500.00
Vendor T4647 - SILVIA RAMOS Total:					500.00
Vendor: 0206 - SIMON EQUIPMENT RENTALS					
100-1410-7630	SIMON EQUIPMENT RENTALS	Equipment Rental	152204		35.64
Vendor 0206 - SIMON EQUIPMENT RENTALS Total:					35.64
Vendor: 0209 - SMART & FINAL					
100-1605-7736	SMART & FINAL	Recital Supplies	0022		80.32
100-1605-7740	SMART & FINAL	Summer Day Camp Supplies	0022		24.43
100-1605-7693	SMART & FINAL	TC Mayors Youth Council Supplies	914477		58.45

Council Warrant Register By Vendor

Payment Dates: 6/15/2023 - 6/28/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1605-7741	SMART & FINAL	Sports/Playground Supplies	0190		13.52
100-1605-7741	SMART & FINAL	Sports/Playground Supplies	0214		4.01
100-1605-7741	SMART & FINAL	Return-Sports/Playground Supplies	121411		-4.41
100-1605-7741	SMART & FINAL	Return-Sports/Playground Supplies	560311		-6.60
Vendor 0209 - SMART & FINAL Total:					169.72
Vendor: 0220 - SOUTHERN CALIFORNIA NEWS GROUP					
100-1010-7670	SOUTHERN CALIFORNIA NEWS...	Legal Notices 5/2023	565961		790.11
Vendor 0220 - SOUTHERN CALIFORNIA NEWS GROUP Total:					790.11
Vendor: 2688 - STAPLES ADVANTAGE					
100-1205-7615	STAPLES ADVANTAGE	EOC Paper Cutter	3538704901		308.47
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3539194115		124.20
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	3539630570		79.48
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	3539977870		112.62
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3540781614		203.82
Vendor 2688 - STAPLES ADVANTAGE Total:					828.59
Vendor: 5888 - STATE CONTROLLER					
100-1205-7761	STATE CONTROLLER	FTB Offsets 1/1/2022 - 12/31/2022	FTB-00005719		415.04
Vendor 5888 - STATE CONTROLLER Total:					415.04
Vendor: T4648 - STEVE SEIDNER					
100-4904	STEVE SEIDNER	Site Plan Design (ADU) Review Refund	R98965		1,000.00
Vendor T4648 - STEVE SEIDNER Total:					1,000.00
Vendor: 1610 - SUNWEST ENGINEERING					
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 5/31/2023	SA-33953		160.00
Vendor 1610 - SUNWEST ENGINEERING Total:					160.00
Vendor: 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES					
100-1205-7761	SUPERIOR CT OF CAL CO OF L...	Citation Revenue Tax 5/2023	6132023		4,844.00
Vendor 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES Total:					4,844.00
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
100-1410-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 5/2023	17808		5,046.25
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					5,046.25
Vendor: 4241 - THE SAUCE CREATIVE SERVICES CORP					
100-1605-7739	THE SAUCE CREATIVE SERVICE...	Independence Day Publicity	6225		562.43
Vendor 4241 - THE SAUCE CREATIVE SERVICES CORP Total:					562.43
Vendor: 5581 - THOMSON REUTERS-WEST PUBLISHING CORP					
100-1205-7655	THOMSON REUTERS-WEST P...	EOC Software 5/1/2023 - 5/31/2023	848400285		187.49
Vendor 5581 - THOMSON REUTERS-WEST PUBLISHING CORP Total:					187.49
Vendor: 4751 - TOM'S CLOTHING & UNIFORMS INC					
100-1205-7636	TOM'S CLOTHING & UNIFORM...	K Mokokova AC Uniforms	23107		323.01
Vendor 4751 - TOM'S CLOTHING & UNIFORMS INC Total:					323.01
Vendor: 5284 - TRIPEPI SMITH & ASSOCIATES					
100-1020-7712	TRIEPI SMITH & ASSOCIATES	Communication & Social Media Management 6/2023	10273		9,030.00
Vendor 5284 - TRIPEPI SMITH & ASSOCIATES Total:					9,030.00
Vendor: 5194 - U.S. BANK PARS ACCOUNT #6746050100					
100-1825-7674	U.S. BANK PARS ACCOUNT #6...	FY23 Add'l OPEB Contribution	6/13/23		572,000.00
Vendor 5194 - U.S. BANK PARS ACCOUNT #6746050100 Total:					572,000.00
Vendor: 4484 - U.S. BANK					
100-1010-7612	U.S. BANK	Online Pasadena Star News	5312023		18.00
100-1020-7712	U.S. BANK	Duarte E-News Blast 1 Year (Constant Contact)	5312023		546.00
Vendor 4484 - U.S. BANK Total:					564.00

Council Warrant Register By Vendor

Payment Dates: 6/15/2023 - 6/28/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5835 - WALLACE WOLFF					
100-1405-7690	WALLACE WOLFF	Planning Commission Meeting	5/15/2032		50.00
Vendor 5835 - WALLACE WOLFF Total:					50.00
Vendor: 6113 - WARDS SERVICE					
100-1205-7650	WARDS SERVICE	Vehicle #25 Battery/Service	91712		643.28
Vendor 6113 - WARDS SERVICE Total:					643.28
Vendor: 5992 - WESTERN EXTERMINATOR COMPANY					
100-1610-7652	WESTERN EXTERMINATOR C...	Pest Control Services-Yard	44921624		162.40
		5/2023			
100-1610-7652	WESTERN EXTERMINATOR C...	Pest Control Srvcs-City Hall	46891637		73.25
		6/2023			
100-1610-7652	WESTERN EXTERMINATOR C...	Pest Control Srvcs-Cnty Ctr	46891645		73.25
		6/2023			
100-1610-7652	WESTERN EXTERMINATOR C...	Pest Control Srvcs-Teen Cte	46894133		73.25
		6/2023			
100-1610-7652	WESTERN EXTERMINATOR C...	Mosquito Program-Teen Ctr	46894135		179.20
		6/2023			
100-1610-7652	WESTERN EXTERMINATOR C...	Pest Control Srvcs-Senior Ctr	46894136		73.25
		6/2023			
Vendor 5992 - WESTERN EXTERMINATOR COMPANY Total:					634.60
Fund 100 - GENERAL FUND Total:					1,389,243.09
Fund: 220 - GAS TAX FUN					
Vendor: 5703 - CARE FOR THE CHILDREN					
220-2127	CARE FOR THE CHILDREN	Curb House Numbers Project	02-Retention		2,967.50
		Retention			
Vendor 5703 - CARE FOR THE CHILDREN Total:					2,967.50
Fund 220 - GAS TAX FUN Total:					2,967.50
Fund: 225 - SB-1, Road Maintenance/Rehab Fund					
Vendor: 3655 - ALL AMERICAN ASPHALT					
225-2127	ALL AMERICAN ASPHALT	Retention	202701	202306/225-2127-Retention...	-15,007.32
225-2250-8100	ALL AMERICAN ASPHALT	FY23 Street Rehabilitation	202701	202306/225-2250-8100-Other...	284,521.40
		Project 5/2023			
225-2250-8100	ALL AMERICAN ASPHALT	Change Order 1	202701	202306/225-2250-8100-Other...	15,625.00
Vendor 3655 - ALL AMERICAN ASPHALT Total:					285,139.08
Fund 225 - SB-1, Road Maintenance/Rehab Fund Total:					285,139.08
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 5210 - ACOSTA GROWERS INC					
240-2434-7887	ACOSTA GROWERS INC	Plant Replacement-Citrus Villas	51050		66.15
Vendor 5210 - ACOSTA GROWERS INC Total:					66.15
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
240-2410-7915	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance	8425523		10,537.29
		6/2023			
240-2410-7917	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance	8425523		6,807.23
		6/2023			
240-2410-7917	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance	8425523		681.41
		6/2023			
240-2420-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance	8425523		484.95
		6/2023			
240-2421-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance	8425523		1,826.50
		6/2023			
240-2422-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance	8425523		675.21
		6/2023			
240-2423-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance	8425523		1,264.50
		6/2023			
240-2424-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance	8425523		772.75
		6/2023			
240-2425-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance	8425523		562.00
		6/2023			
240-2426-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance	8425523		252.90
		6/2023			

Council Warrant Register By Vendor

Payment Dates: 6/15/2023 - 6/28/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
240-2427-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 6/2023	8425523		885.61
240-2431-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 6/2023	8425523		1,124.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 6/2023	8425523		1,173.18
240-2433-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 6/2023	8425523		744.65
240-2434-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 6/2023	8425523		498.78
240-2435-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 6/2023	8425523		702.50
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					28,993.46
Vendor: 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
240-2405-7890	COUNTY OF LOS ANGELES DE...	KITS Monitoring 5/2023	23061206671		359.88
240-2405-7890	COUNTY OF LOS ANGELES DE...	TS Modifications @Brycedale/Hunt 5/2023	23061206678		9,524.78
240-2405-7890	COUNTY OF LOS ANGELES DE...	Traffic Signal Maintenance 5/2023	23061207004		3,099.71
Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:					12,984.37
Vendor: 3968 - LANDSCAPE WAREHOUSE III					
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Repairs-Hacienda Park	4184539		12.35
Vendor 3968 - LANDSCAPE WAREHOUSE III Total:					12.35
Vendor: 4142 - RUDY'S PLUMBING INC					
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing/Repair-Encanto Park	9477		1,351.39
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing/Repair-Duarte Rd Median	9472		450.86
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing/Repair-Pops Rd Lot	9473		410.36
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing/Repair-Duarte Rd Median	9474		464.27
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing/Repair-Duarte Rd Median	9475		464.27
240-2434-7887	RUDY'S PLUMBING INC	Backflow Testing/Repair-Citrus Villas LLD	9372		390.92
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Royal Oaks Park	9478		130.00
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing-Huntington Dr Median	9548		130.00
Vendor 4142 - RUDY'S PLUMBING INC Total:					3,792.07
Vendor: 0217 - SOUTHEAST CONSTRUCTION PRODUCTS INC					
240-2410-7888	SOUTHEAST CONSTRUCTION ...	Soil Material for Tree Wells	2306-251667		312.67
Vendor 0217 - SOUTHEAST CONSTRUCTION PRODUCTS INC Total:					312.67
Vendor: 1521 - WEST COAST ARBORISTS INC					
240-2410-7906	WEST COAST ARBORISTS INC	Citywide Tree Trimming 5/16/23 -5/31/23	200718		42,423.00
240-2410-7909	WEST COAST ARBORISTS INC	Citywide Tree Trimming 5/16/23 -5/31/23	200718		20,297.30
Vendor 1521 - WEST COAST ARBORISTS INC Total:					62,720.30
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					108,881.37
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
Vendor: 5438 - LDM ASSOCIATES INC					
260-2605-8061	LDM ASSOCIATES INC	CDBG City Hall ADA Improvements 5/2023	7851	202102-CDBG ADA Improv Pro..	3,363.00
Vendor 5438 - LDM ASSOCIATES INC Total:					3,363.00
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					3,363.00

Council Warrant Register By Vendor

Payment Dates: 6/15/2023 - 6/28/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
290-2905-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 5/2023	233327EC		11,613.35
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					11,613.35
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					11,613.35
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
Vendor: 6189 - ENTERPRISE FM TRUST					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Lease/Maint 6/1/2023 - 6/30/2023	FBN4760298		615.05
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease/Maint 6/1/2023 - 6/30/2023	FBN4760298		467.13
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease/Maint 6/1/2023 - 6/30/2023	FBN4760298		527.38
Vendor 6189 - ENTERPRISE FM TRUST Total:					1,609.56
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					1,609.56
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 2461 - MVP, LLC					
440-4405-7980	MVP, LLC	BusStop Repairs to Asphalt	6072023		3,750.00
Vendor 2461 - MVP, LLC Total:					3,750.00
Fund 440 - PROPOSITION A TRANSIT FUND Total:					3,750.00
Fund: 460 - PROPOSITION C TRANSIT FUND					
Vendor: 1491 - AUTOZONE					
460-4605-7650	AUTOZONE	Yard Supplies	2814013098		44.40
Vendor 1491 - AUTOZONE Total:					44.40
Vendor: 6237 - FAST 5 HOLDING COMPANY LLC					
460-4605-7650	FAST 5 HOLDING COMPANY L...	City Vehicle Cleaning 5/2023	5779		6.00
Vendor 6237 - FAST 5 HOLDING COMPANY LLC Total:					6.00
Fund 460 - PROPOSITION C TRANSIT FUND Total:					50.40
Fund: 470 - MEASURE R LR TRANSIT FUND					
Vendor: 3655 - ALL AMERICAN ASPHALT					
470-2127	ALL AMERICAN ASPHALT	Retention	202701	202306/470-2127-Retention-...	-20,000.00
470-4705-8070	ALL AMERICAN ASPHALT	FY23 Street Rehabilitation Project 5/2023	202701	202306/4705-8070-Cap. St. I...	400,000.00
Vendor 3655 - ALL AMERICAN ASPHALT Total:					380,000.00
Fund 470 - MEASURE R LR TRANSIT FUND Total:					380,000.00
Grand Total:					2,186,617.35

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	1,389,243.09
220 - GAS TAX FUN	2,967.50
225 - SB-1, Road Maintenance/Rehab Fund	285,139.08
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	108,881.37
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	3,363.00
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	11,613.35
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	1,609.56
440 - PROPOSITION A TRANSIT FUND	3,750.00
460 - PROPOSITION C TRANSIT FUND	50.40
470 - MEASURE R LR TRANSIT FUND	380,000.00
Grand Total:	2,186,617.35

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7648	Travel & Exp - Kang	290.82
100-1010-7610	Travel, Mtgs & Conf	222.79
100-1010-7612	Publications and Dues	2,262.51
100-1010-7670	Legal Notices	790.11
100-1015-7680	City Attorney Legal	10,843.27
100-1015-7682	Labor Counsel Legal	357.50
100-1015-7684	Code Enforcement Legal	21,669.29
100-1015-7686	Other Legal Services	4,880.85
100-1020-7712	Community Information ...	9,576.00
100-1020-7716	Special Community Even...	1,081.17
100-1020-7724	Post Office Parking	161.58
100-1205-7614	Office Supplies	247.55
100-1205-7615	Emergency Supplies	1,179.01
100-1205-7636	Uniforms	520.11
100-1205-7650	Vehicle Maintenance	836.93
100-1205-7655	Emergency Services	187.49
100-1205-7761	Parking Ticket Collect	16,307.82
100-1205-7762	Parking Pass Kiosk Costs	681.41
100-1205-7779	Youth Programs	339.54
100-1205-7780	Animal Control	5,426.67
100-1205-7781	Contract Law Enforceme...	408,000.75
100-1205-7782	Crossing Guard Contract...	14,982.63
100-1205-7980	Other Expenses	358.70
100-1211	Computer Loan Program	2,618.24
100-1405-7614	Office Supplies	328.02
100-1405-7650	Vehicle Maintenance	30.00
100-1405-7690	Planning Commission	100.00
100-1405-7800	Building Department Ser...	22,883.90
100-1405-7801	Industrial Waste Inspect...	2,064.89
100-1405-7965	Professional Services	14,000.00
100-1405-7969	City Engineer	13,230.00
100-1405-8100	Other Capital Improvem...	320.00
100-1410-7621	Other Supplies	205.10
100-1410-7630	Equipment Rentals	35.64
100-1410-7636	Uniforms	165.38
100-1410-7650	Vehicle Maintenance	6,120.93
100-1410-7656	Emergency Generator	160.00
100-1410-7814	Graffiti Removal	5,046.25
100-1410-7815	Brush Clearance	23,430.35
100-1410-8100	Other Capital Improvem...	93,709.22
100-1415-7916	Landscape-Sport Park	2,009.15
100-1605-7650	Vehicle Maintenance	37.58
100-1605-7693	Youth Council	58.45

Account Summary

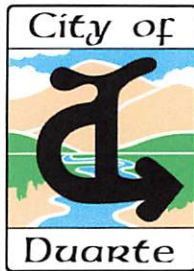
Account Number	Account Name	Payment Amount
100-1605-7730	Special Events	6,371.00
100-1605-7733	Senior Center	175.00
100-1605-7735	Teen Center	450.00
100-1605-7736	Youth & Adult Recreatio...	262.32
100-1605-7738	Teen Excursions	40.00
100-1605-7739	Publicity	562.43
100-1605-7740	Day Camps	411.18
100-1605-7741	Sports/Playground Progr...	287.33
100-1605-7750	Bus Rentals	1,351.60
100-1605-7756	Senior Recreation Classes	621.60
100-1605-7758	Independence Day Celeb...	41,609.40
100-1610-7617	Pool Chemicals	1,356.84
100-1610-7618	Building Supplies	606.55
100-1610-7636	Uniforms	80.52
100-1610-7650	Vehicle Maintenance	13.77
100-1610-7652	Building Maint Services	12,434.17
100-1610-8100	Other Capital Improvem...	13,375.00
100-1750	Prepaid Charges	2,010.00
100-1805-7610	Travel, Mtgs & Conf	36.90
100-1805-7653	Bank Charges	306.13
100-1805-7980	Other Expenses	2,000.00
100-1810-7660	Other Services	128.00
100-1810-7980	Other Expenses	165.00
100-1815-7632	Software	2,703.92
100-1815-7965	Professional Services	12,500.00
100-1815-7980	Other Expenses	712.76
100-1815-8011	Computer Equipment (C...	1,548.38
100-1825-7613	Duplications And Photos	197.13
100-1825-7631	Equipment Maintenance	383.20
100-1825-7674	Retiree Health Insurance	572,000.00
100-1825-7687	Waste Mgmt Services	4,167.50
100-1825-7688	Oil Recycling Grant	4,337.76
100-1825-7945	Operation Of Acq Prop	58.55
100-1830-8100	Vehicle Replacement (C...	10,480.22
100-2012	Green Building Fees Pay...	3.00
100-2013	Strong Motions Fees Pay...	16.80
100-2120	Refundable Deposits	1,550.00
100-2122	Disability Access & Educ ...	4.00
100-2125	Metro Pass Through (TA...	210.00
100-4004	Business License Tax	132.00
100-4201	Building Permits	2,416.00
100-4302	Parking Citations	60.00
100-4408	Property Rental	1,924.53
100-4815	Day Camp Fees	425.00
100-4904	Zoning Fees	1,000.00
220-2127	Retention Payable	2,967.50
225-2127	Retention Payable	-15,007.32
225-2250-8100	Other Capital Improvem...	300,146.40
240-2405-7890	Repairs-Traffic Signal	12,984.37
240-2410-7662	Other Serv-Citywide	1,891.75
240-2410-7663	Other Serv-Medians	1,509.40
240-2410-7888	Repairs-Citywide	325.02
240-2410-7906	Tree Trim-Citywide	42,423.00
240-2410-7909	Tree Trim-Residential	20,297.30
240-2410-7915	Landscape-Citywide	10,537.29
240-2410-7917	Landscape-Medians	7,488.64
240-2420-7914	Landscape Maintenance	484.95
240-2421-7914	Landscape Maintenance	1,826.50

Account Summary

Account Number	Account Name	Payment Amount
240-2422-7914	Landscape Maintenance	675.21
240-2423-7914	Landscape Maintenance	1,264.50
240-2424-7914	Landscape Maintenance	772.75
240-2425-7914	Landscape Maintenance	562.00
240-2426-7914	Landscape Maintenance	252.90
240-2427-7914	Landscape Maintenance	885.61
240-2431-7914	Landscape Maintenance	1,124.00
240-2432-7914	Landscape Maintenance	1,173.18
240-2433-7914	Landscape Maintenance	744.65
240-2434-7887	Repairs & Replacements	457.07
240-2434-7914	Landscape Maintenance	498.78
240-2435-7914	Landscape Maintenance	702.50
260-2605-8061	ADA Curb Ramps (Capital)	3,363.00
290-2905-7781	Contract Law Enforceme...	11,613.35
320-3205-8013	Vehicles (Capital)	1,609.56
440-4405-7980	Other Expenses	3,750.00
460-4605-7650	Vehicle Maintenance	50.40
470-2127	Retention Payable	-20,000.00
470-4705-8070	Street Improvements (C...	400,000.00
Grand Total:		2,186,617.35

Project Account Summary

Project Account Key	Payment Amount
None	1,290,304.60
202102-Cap Improv-CH CDBG ADA Improvement	320.00
202102-CDBG ADA Improv Project	3,363.00
202118-ATP Cycle 4-City Engineer	9,150.00
202205/1205-7781-ARPA-Coronavirus Recovery Fed	212,019.83
202301/1825-7688/Exp-Used Oil Grant-OPP12-21-0016	1,720.36
202306/225-2127-Retention-2023 St Rehab Project	-15,007.32
202306/225-2250-8100-Other Cap-FY23 St Rehab	300,146.40
202306/470-2127-Retention-2023 Street Rehab Proj	-20,000.00
202306/4705-8070-Cap. St. Improv. FY22-23	400,000.00
202401-Exp Used Oil-OPP13-23-0016 FY24	2,617.40
250004 - Property Rent - Nextel Rent (Otis Gordon)	1,924.53
250016-Oper of Acq Prop-1229 Pops Road	58.55
Grand Total:	2,186,617.35



AGENDA REPORT

MEETING DATE: June 27, 2023

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Tina Gall, LDM Associates, Inc.,
Community Development Block Grant Consultant

SUBJECT: Community Development Block Grant (CDBG) Program -
Consideration to approve the City of Duarte's CDBG
Proposed Program for Fiscal Year (FY) 2023-2024 (July 1, 2023 –
June 30, 2024).

RECOMMENDATION: Staff recommends that the City Council:

1. Conduct a Public Hearing and receive public testimony;
2. Allocate approximately \$19,931 in unspent CDBG funds to implement a new FY 2023-2024 CDBG Project, Installation of Americans with Disabilities Act-Compliant (ADA) Curb Ramps;
3. Authorize the City Manager, or designee, to execute all necessary contract documents in a form approved by the City Attorney; and,
4. Authorize staff the ability to make adjustments due to changes in CDBG funding allocations and/or as needed due to programmatic interpretations by the Los Angeles County Development Authority (LACDA).

FISCAL IMPACT: The recommended action will allow the use of \$19,931 in unspent 2023-2024 CDBG Funds and approximately \$135,000 in 2024-2025 CDBG funds

BACKGROUND

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

urgent community development needs.

Typically, the Los Angeles County Development Authority (LACDA) requires participating cities to submit the proposed use of their annual CDBG allocation by February 1st for projects starting July 1st. However, the City’s Fiscal Year 2022-2023 and 2023-2024 CDBG annual allocations of \$135,351 and \$134,580, respectively, will repay LACDA the \$250,000 CDBG Revolving Grant that the City received in December, 2021 to implement the Duarte City Hall ADA Improvement Project.

DISCUSSION/ANALYSIS

LACDA Revolving Grant Fund Program

LACDA offers eligible, participating cities an opportunity to leverage a city’s annual CDBG allocation with additional CDBG funds by enrolling in LACDA’s Revolving Grant Fund Program. Participating cities may receive up to two times a city’s annual CDBG allocation, in advance, to implement large-scale CDBG-funded projects. Cities “repay” the CDBG Revolving Grant Fund with future year CDBG allocations. In 2021, the City received a CDBG Revolving Grant allocation from LACDA, in the amount of \$250,000, to augment the CDBG portion of the Duarte City Hall Americans with Disabilities Act-Compliant (ADA) Improvement Project budget, increasing the CDBG project budget from \$497,468 to \$747,468. Other City sources of funding also supported the Duarte City Hall ADA-Compliant Improvement Project.

The City will repay LACDA the \$250,000 CDBG Revolving Grant Fund using CDBG 2022-2023 and 2023-2024 annual allocations of \$135,351 and \$134,580, respectively. Once repaid, the City will have \$19,931 remaining to implement a new CDBG project.

Proposed 2023-2024 Duarte CDBG Project - Americans with Disabilities Act-Compliant (ADA) Curb Ramps

It is recommended that the City use \$19,931 in remaining CDBG funds to initiate a new CDBG project, entitled, “Duarte Americans with Disabilities Act-Compliant (ADA) Curb Ramps”. The City’s future 2024-2025 CDBG allocation, estimated at \$135,000 will be added to the new Duarte ADA-Compliant Curb Ramps Project (See Table 1 below) after July 1, 2024. LACDA will notify Duarte of its final 2024-2025 CDBG allocation in early 2024. The City’s final 2024-2025 CDBG allocation may vary within two to five percent of the proposed \$135,000. Approximately 20-25 ADA-Compliant Curb Ramps are expected to be installed throughout the City.

Table 1 - Proposed Duarte ADA-Compliant Curb Ramps CDBG Project and Budget	
2023-2024 CDBG Funds	\$19,931
Anticipated 2024-2025 CDBG Funds	\$135,000
*Total CDBG Program Funding	\$154,931
*Note: Staff requests that the City Council’s recommendation include language giving staff the ability to make adjustments to projects, due to programmatic interpretations by LACDA and final funding allocations.	

The City will continue to use LDM Associates, Inc., a qualified consulting firm, to provide professional CDBG Program Administration and federal labor standards compliance services to ensure that federal CDBG Program requirements are met.

RECOMMENDATION

Staff recommends that the City Council:

1. Conduct a Public Hearing and receive public testimony;
2. Allocate approximately \$19,931 in unspent CDBG funds to implement a new FY 2023-2024 CDBG Project, Installation of Americans with Disabilities Act-Compliant (ADA) Curb Ramps;
3. Authorize the City Manager, or designee, to execute all necessary contract documents in a form approved by the City Attorney; and,
4. Authorize staff the ability to make adjustments due to changes in CDBG funding allocations and/or as needed due to programmatic interpretations by the Los Angeles County Development Authority (LACDA).

FISCAL IMPACT

The recommended action will allow the use of \$19,931 in unspent 2023-2024 CDBG Funds and approximately \$135,000 in 2024-2025 CDBG funds.



AGENDA REPORT

MEETING DATE: June 27, 2023

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

SUBJECT: Levy and Collection of Assessments within the Lighting and Landscape Assessment District – Fiscal Year 2023-24

RECOMMENDATION: It is recommended that the City Council: 1) Conduct a public hearing to receive public testimony; and 2) adopt Resolution No. 23-18 providing for the annual levy and collection of assessments for Fiscal Year 2023-24 within the Landscape and Lighting District

FISCAL IMPACT: The collection of the Citywide Assessment provides \$698,245 to be used to fund maintenance of park and city street lighting. The neighborhood special district assessment provides \$309,046 for maintenance in the city's various neighborhood zones

BACKGROUND

At its meeting on May 23rd, the City Council adopted Resolution No. 23-11 that: (1) declared the City Council's intention to levy and collect assessments for Fiscal Year 2023-24; (2) provided the Engineer's Report indicating the amounts of the proposed assessment, district boundaries, assessment zones, descriptions of improvements, and method of assessment; and (3) set this date for the evening's Public Hearing.

Annually, the City Council is required to hold a Public Hearing to establish property assessments to pay for the Lighting and Landscape Assessment District. The Engineer's Report is attached to this year's Resolution indicating the amounts of the assessment, district boundaries, assessment zones, descriptions of improvements, and method of assessment. There is no change to the Citywide Assessment.

In some neighborhood zones, the assessment can increase by the annual increase in the Consumer Price Index (CPI). This year the December 31, 2022 CPI was 4.9%. In the zones where the assessment may be increased, the assessments will increase to the maximum allowable rate of 3.0%. The Engineer's report addresses this issue in detail. The assessment is subject to the notice, protest, and hearing requirements of Section 53753 of the Government Code.

RECOMMENDATION

It is recommended that the City Council: 1) Conduct a public hearing to receive public testimony; and 2) adopt Resolution No. 23-18 providing for the annual levy and collection of assessments for Fiscal Year 2023-24 within the Landscape and Lighting District.

FISCAL IMPACT

The collection of the Citywide Assessment provides \$698,245 to be used to fund maintenance of park and city street lighting. The neighborhood special district assessment provides \$309,046 for maintenance in the city's various neighborhood zones.

ATTACHMENTS

Attachment A: Resolution No. 23-18 with Engineer's Report

RESOLUTION NO. 23-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2023-2024 WITHIN THE LANDSCAPE AND LIGHTING DISTRICT PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972

The City Council of the City of Duarte, pursuant to the provisions of the Landscape and Lighting Act of 1972, Division 15 of the Streets and Highways Code of the State of California, does resolve as follows:

SECTION 1. RECITALS. The City Council of the City of Duarte does hereby find, determine and declare as follows:

- A. On the 23rd day of May, 2023, the City Council adopted Resolution No. 23-11 (the “Resolution of Intention”) which declared its intent to levy and collect assessments for Fiscal Year 2023-2024 within the District and Zones and set a time and place for a public hearing. The Resolution of Intention was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of the Resolution of Intention on file in the office of the City Clerk; and
- B. At the time and place for which notice was given, the City Council conducted a public hearing and gave every interested person an opportunity to object to the proposed boundary, work or assessment; and
- C. The City Council, having duly received and considered oral and documentary evidence concerning the jurisdictional facts in this proceeding and concerning the necessity for the contemplated work and benefits to be derived therefrom, has acquired jurisdiction to order the proposed assessment.

SECTION 2. That the proposed assessments relating to the District and Zones 1-15 were existing on the effective date of Article XIID of the California Constitution. Zones 16, 17 & 18 were approved per the requirements of Article XIID of the California Constitution. All zones were previously imposed, and for Fiscal Year 2023-2024 the zones where the assessment may be increased, the assessments will increase to the maximum allowable rate of 3.0%. Funds are to be used exclusively to finance the capital costs or maintenance and operation expenses for landscaping sidewalks, streets, sewers, water, flood control, drainage systems or vector control. Pursuant to Section 5 (a) of Article XIID of the California Constitution, the proposed assessments to be levied and collected in the District and Zones 1-18 are, therefore, exempt from the procedures and approval process set forth in Section 4 of Article XIID of the California Constitution.

SECTION 3. That the proposed assessments relating to Zones 1-18 were existing on the effective date of Article XIID of the California Constitution or were voter approved and all such assessments were imposed pursuant to a petition signed by the persons owning all of the parcels, subject to the assessment at the time the assessment was initially imposed. Pursuant to Section 5 (b) of Article XIID of the California Constitution, the proposed assessments to be levied and collected in Zones 1-18 are, therefore, exempt from the procedures and approval process set forth in Section 4 of Article XIID of the California Constitution.

SECTION 4. The Engineer's Report on file with the City Clerk, and each component part of it, including each exhibit incorporated by reference, as amended, if applicable, is hereby finally approved and adopted.

SECTION 5. The diagram and assessment prepared in connection with the District are hereby confirmed.

SECTION 6. The public interest and convenience requires the ordering the levy and collection of assessment for Fiscal Year 2023-2024 and the City Council hereby orders the levy and collection of assessments within the district and the zones, as set forth and described in the Resolution of Intention and in the Engineer's Report.

SECTION 7. The adoption of this Resolution constitutes the levy of the assessments as set forth in the Engineer's Report for Fiscal Year 2023-2024.

SECTION 8. The City Clerk is authorized and directed to file a certified copy of the diagram and assessment with the County Auditor of the County of Los Angeles no later than the 10th day of August 2023.

SECTION 9. The City Clerk is hereby authorized and directed to certify as to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 27th day of June 2023.

Jody Schulz, Mayor
City of Duarte

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. 23-18 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 27th day of June, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Annette Juarez
City Clerk

ENGINEER'S REPORT
SIDEWALKS, STREETS, SENIOR CENTER PAYMENT,
PARK AND SPECIAL ZONES
OF THE CITY OF DUARTE
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT
2023-2024 ASSESSMENT LEVY

SECTION 1. AUTHORITY FOR REPORT

This report is prepared pursuant to an order of the City Council of the City of Duarte in compliance with the requirements of Article 4, Chapter 1, Landscape and Lighting Act of 1972, being Part 2, Division 15, of the Streets and Highways Code of the State of California (The "Act").

The Act was originally created by the State Legislature in 1972. On June 13, 1978, the City of Duarte created the City of Duarte Landscape and Lighting Maintenance District for the maintenance and servicing of Landscaping and Lighting. Since 1972, the Legislature has expanded the definition of landscaping, lighting, and the work that may be done under the Act. The City of Duarte has, over time; expanded the work to be done by the District to include all the work allowed under the Act.

This Assessment District, by special benefit assessments, provides funding for the maintenance of City-owned parks, for the maintenance of the public landscaping in public owned properties or public right-of-way within the City, graffiti removal, maintenance of public-owned lighting, street lighting, traffic signals within the City, and funding towards the debt service of the Senior Center bond issue. The Senior Center bond issue was paid off in Fiscal Year 2017-18, thus the City wide street maintenance for a single family home was reduced by \$5.84.

The voters on November 5, 1996 voted to adopt Proposition 218. Proposition 218 has the potential to have a great impact upon the way special assessments are used and assessed. The City Council has determined that the portion of the assessment devoted to street maintenance and the payment of the Senior Center bond is exempt from Prop. 218. In 1997, by majority vote of the property owners of all single family and condominiums within the City, it was determined to levy a park assessment of \$59.42 against single family and condominium units within the City.

SECTION 2. PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS

The plans and specifications for the irrigation, landscaping and lighting of streets, traffic signals and easements and authorized improvements within the City are on file in the Department of Community Development. The lighting locations and specifications for Edison-owned lights are on file with Southern California Edison Company. Reference is hereby made to said plans and specifications for the

exact location and nature of the landscape and lighting of park improvements. Said plans and specifications by reference are hereby made a part of this report.

SECTION 3. ESTIMATE OF COST OF IMPROVEMENT

The cost of the initial improvements of median island landscaping, street landscaping, traffic signals, street lighting, parking lot lighting, and bike paths were paid for from capital improvement funds, special grants, gas tax, prior assessment districts, subdividers, and general City revenues. The City Council in 1991 and 1992, as a result of two public hearings, determined to fund a portion of the Senior Center construction from the landscape assessment in accordance with the Act. With the Senior Center bond issue being paid off, no facilities are proposed to be funded from the district.

SECTION 4. CITYWIDE STREET AND SIDEWALK LANDSCAPING

The cost to maintain street landscaping and parkway trees as described in this section. The following is a general description of the areas being maintained:

1. All parkway trees maintained by the City.
2. Trees adjacent to Caltrans right-of-way on Evergreen Avenue, Flower Avenue to Brightside Avenue, Central Avenue, Buena Vista Street to Santo Domingo Avenue and Evergreen Street east of Mountain Avenue.
3. Street Landscaping
 - A. Duarte Road – Highland Avenue to Mountain Avenue hardscape, turf, trees, irrigation and groundcover.
 - B. Buena Vista Street – North and south of the 210 freeway turf, irrigation and groundcover.
 - C. Mountain Avenue – North and south of the 210 freeway turf, irrigation and groundcover.
 - D. Central Avenue – East and west of Buena Vista Street turf, trees, irrigation and groundcover.
 - E. Huntington Drive – Mountain Avenue to the east City limits, hardscape, turf, trees, irrigation and groundcover.
 - F. Encanto Parkway – Huntington Drive to Markwood, west side landscaping and irrigation. Fifty percent only of landscaping along Zone 5.

The cost to maintain shall include, but not limited to, watering, fertilizing, mowing, weed control, shrubbery, tree removal and pruning, maintenance of irrigation facilities, removal or covering of graffiti and repair and replacement of lighting.

The cost to maintain and construct these facilities is considered a general property benefit and is assessed as a unit cost to each lot within the City, and to each apartment unit, hotel/motel room, trailer park space, and nursing home bed.

SECTION 5. CITYWIDE LANDSCAPING AND PARK COSTS

The cost to maintain parks, landscape area, and recreational facilities is described in this section. The following is a general description of the areas, parks and related landscaped areas being maintained as approved in the special

Assessment vote:

Parks

- A. Bike Trail – Turf, trees, groundcover, asphalt and irrigation.
- B. Thorsen Park – Turf, trees, groundcover and irrigation.
- C. Moore Park – Turf, trees, groundcovers, playground and irrigation.
- D. Entrance Park – Turf, trees, groundcover and irrigation.
- E. Encanto Park – Turf, trees, groundcover, irrigation, tennis courts, basketball courts, athletic courts, restrooms and parking areas.
- F. Beardslee Park – Turf, trees, groundcover, irrigation, hardscape and playground.
- G. Duarte Park – Turf, trees, groundcovers, irrigation, hardscape, recreation building, playground and athletic courts.
- H. Royal Oaks Park and Extension – Turf, trees, groundcover, irrigation, hardscape, recreation building, tennis courts, playgrounds and parking area.
- I. Glenn Miller Park – Turf, trees, groundcover, irrigation, hardscape and playgrounds.
- J. Hacienda Park – Turf, trees, groundcover, irrigation and playground.
- K. Orange Blossom Park – Turf, trees, groundcovers, irrigation, and playground.
- L. Town Center – Turf, trees, groundcover, irrigation, hardscape, swimming pool, recreation building, and parking area.
- M. Northview Park – Turf and irrigation.
- N. Senior Center – Turf, trees, groundcover, irrigation hardscape, recreation area and parking lot.
- O. Otis Gordon Park
- P. Lena Valenzuela Park

The cost to maintain shall include, but not limited to, watering, fertilizing, mowing, weed control, shrubbery, tree removal and pruning, maintenance of irrigation facilities, maintenance of park building and equipment, maintenance and replacement of recreation equipment, removal or covering of graffiti and repair and replacement of lighting.

SECTION 6. SENIOR CENTER

In Fiscal Year 2017/18 the bond issue was paid off, thus there will be no assessment.

SECTION 7. LIGHTING MAINTENANCE

The cost to maintain shall include, but not limited to, electrical service for all public lighting including parking lighting, repair and replacement of City-owned lights within public right-of-way, servicing of Southern California Edison owned lights as defined by the Act, repair and replacement of traffic signals.

The net amount to be assessed upon lands within the Assessment District in accordance with this Report is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each lot or parcel from the improvements, namely the maintenance and servicing of public lighting facilities within such District. The maintenance and servicing of public lighting facilities installed and constructed in public places provides a special benefit which is received by each and every assessed lot or parcel within the District, tending to enhance their value. The streets within the District improve access to all lots or parcels assessed. Street lighting also provides advertising visibility for business and commercial establishments. The intensity or degree of illumination provided can have a bearing on the benefits of street lighting. Thus, primary benefits of street lighting are for the convenience, safety, security, and protection of people. Secondary benefits are security or protection to property, property improvements and goods as set forth below:

1. Improvement to traffic circulation.
2. Reduction in night accidents and attendant human misery and economic loss.
3. Less vulnerability to criminal assault at night.
4. Promotion of business during nighttime hours for commercial properties.
5. Increased nighttime safety on roads and highways.
6. Improved ingress and egress to lots and parcels.
7. Reduction in vandalism and other criminal acts.
8. Reduction in burglaries.
9. The enhancement to the value of property which results from the foregoing benefits.

Intensity or degree of illumination provided on streets varies with the type of street, date of installation and the use of the property adjacent thereto.

The majority of parcels within the Lighting District are residential properties. A value of one (1) basis unit has been assigned to a residential unit. A residential unit is defined as a single-family unit, condominium unit, rental unit or apartment unit. Parcels in other land use categories, not used as residential, were then evaluated and rated by comparison with the basis unit.

Each land use evaluation takes into consideration – foot traffic, vehicular traffic, and hours of occupancy. Commercial and industrial properties have been assigned additional units based on the comparative benefits, number of people that would be expected to benefit from the lighting, security and

intensity of the lights provided. The average light intensities and energy consumption for commercial areas is greater than that required for residential areas.

SECTION 8. GRAFFITI REMOVAL

The cost for graffiti removal shall include, but not limited to, the cost of cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti. Graffiti removal is considered a general property benefit and is assessed in the same manner and is included in the Street and Sidewalk Landscape Assessment.

SECTION 9. TRAFFIC SIGNALS

The following traffic signals are entirely or partially maintained by the City.

- * Mountain Avenue at Huntington Drive.
- * Mountain Avenue at Central Avenue.
- * Mountain Avenue at Evergreen Street.
- * Mountain Avenue at Best Buy
- * Buena Vista Street at Huntington Drive.
- * Buena Vista Street at Central Avenue.
- * Buena Vista Street at Evergreen Street.
- * Buena Vista Street at Duarte Road.
- * Buena Vista Street at Village Road.
- * Central Avenue at 210 Freeway Exit.
- * Duarte Road at Circle Drive.
- * Duarte Road at Hope Drive.
- * Duarte Road at Village Road.
- * Highland Avenue at Business Center Drive.
- * Highland Avenue at Central Avenue.
- * Huntington Drive at Highland Avenue.
- * Huntington Drive at Mount Olive.
- * Huntington Drive at Las Lomas Road.
- * Huntington Drive at Crestfield Road.
- * Huntington Drive at Mountain Vista Plaza.
- * Huntington Drive at Pops Road.
- * Huntington Drive at Brycedale Avenue.
- * Royal Oaks Drive at Royal Oaks School.

SECTION 10. DIAGRAM FOR THE ASSESSMENT DISTRICT

A copy of the proposed assessment diagram is on file in the City Clerk's office, and includes all the property within the City limits of the City of Duarte. Reference is made to the Los Angeles County Assessor Maps as to parcel location and dimensions. The City Council, at the time of formation of the District of 1978, determined that the public utilities right-of-ways should be assessed based upon the actual benefit to the public utility right-of-ways.

SECTION 11. ASSESSMENT ZONES

Zone 1 **All the Property within the City except those Properties in Zones 2 through 18**

All properties that are not in a special zone are assessed within this zone. Assessment for areas without street lighting are reduced to reflect the cost component of the City's budget. Areas with street lighting are assessed based upon a unit basis for single family zoned property and residentially used property. Commercial, industrial and multi-residential zone properties are assessed based upon lot size and street frontage.

All of the properties in Zones 3 through 18 are assessed their share of the citywide lighting, street, sidewalk and park maintenance in addition to special maintenance assessment. Zone 2 is assessed specifically for their gas lights.

Street Lighting

The cost for street lighting in all zones is assessed to all residential lots based upon the special benefit and to commercial and industrial based upon frontage and area benefit.

Citywide Park Maintenance

The cost of park maintenance determined as a direct benefit is assessed to all single-family units and all condominium units based upon a unit assessment.

Citywide Street Maintenance Cost

The cost in all zones is assessed to all lots on a unit cost per lot, and to each apartment unit, hotel/motel room, trailer park space, and nursing home bed.

Zone 2 **Mesa Area Gaslights**

This area is served by gaslights. There are no "electric" street lights on the Mesa. Only the intersection lighting component of the street lighting cost is included in this zone. The cost of gas lighting is assessed equally to all lots. The cost to maintain the Rim Road slope constructed in 2008, which was a general fund expense is no longer included in this report. A capital improvement project resulting in the replacement of all the gas lighting fixtures was completed in FY 20-21 which utilized available reserves.

Zone 3 **Emblem House Tract 33532**

This zone was created at the request of the Developer (Emblem Homes), in lieu of a homeowner's association. The Developer installed sprinkler guns to irrigate the natural area north of the homes for fire protection. The maintenance of the sprinkler guns is a special benefit to all lots within the subdivision. The areas adjacent to the landscaping are given a benefit of 30% greater than the remainder of the lots.

Lots 1, 2, 18-119 are not adjacent to landscape areas

Lots 3-17 are assessed a 30% surcharge.

As in previous years, the City's General Fund has paid for this fire protection.

Zone 4 Las Lomas Villas Tracts 33964, 34892 & 35709

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The Developer, for the benefit of all lots, installed the landscaping as a special benefit to all lots, within the tract and is assessed equally to all lots. The assessment is based on a voter-approved formula, which provides for an annual C.P.I. increase not to exceed 3%. The C.P.I. for the year ending December 31, 2022 was 4.9%. The maximum allowable C.P.I. increase of 3% would allow for an assessment increase of \$13.51 per parcel to \$463.72 per parcel. The levy is proposed to increase to \$436.50 to balance the budget. The levy is still below the maximum assessment of \$463.72.

Zone 5 Kaufman and Broad Development Phase I – Tract 35415(Encanto Parkway)

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The entrance landscaping on Encanto Parkway was installed by the Developer, as a special benefit to all lots, within the tract and is assessed equally to all lots. Since the extension landscaping along Encanto Parkway is also being considered a Citywide benefit, a portion of the budget has been moved to the Citywide Street portion of the Assessment District. The resulting contribution to the zone amounts to \$7,532.00, an equal portion of the total zone assessment levied on the respective parcels.

An increase in assessment was proposed for Fiscal Year 2010-11. This increase was subject to the requirements of Proposition 218 "the Right to Vote on Taxes Act". The increase was not approved by the property owners. Consequently, the level of maintenance was reduced to balance the expenditures with the assessment. For this Fiscal Year, reserves will be held to fund future improvements focusing on enhancing water efficacy.

Zone 6 Kaufman and Broad Development Phase II – Tracts 35631 and 41717 (Rancho Verde)

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The landscaping was installed by the Developer, for the special benefit to all lots, and is assessed equally to all lots. There was a significant increase in water usage caused by failing irrigation piping. The billing and the "system" is being reevaluated.

Zone 7 Amberwood Tract 35711

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The landscaping was installed by the Developer, for the special benefit to all lots, and is assessed equally to all lots. The assessment formula is based upon a voter approved formula which provides for an assessment increase (CPI) not to exceed 3% a year. The C.P.I. for the year ending December 31, 2022 was 4.9%. The maximum allowable C.P.I. increase of 3% would allow for an assessment increase of \$15.11 per parcel to a maximum of \$518.77 per parcel. For Fiscal Year 2023-24, the levy is proposed be at the maximum assessment of \$518.77.

Zone 8 Village at Windsor Tract 39457

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The landscaping was installed by the Developer, for the special benefit of all lots, and is assessed equally to all lots. The assessment formula is based upon a voter approved formula which provides for an assessment increase (CPI) not to exceed 3% a year. The C.P.I. for the year ending December 31, 2022 was 4.9%. A maximum allowable C.P.I. increase of 3% would allow for an assessment increase of \$12.05 per parcel to a maximum of \$413.71 per parcel. For Fiscal Year 2023-24, the levy is proposed be at the maximum assessment of \$413.71.

Zone 9 Tract 32993 (Kendrick Tract) and Tracts 35135, 35136, 35137 (Hearthstone Homes)

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The landscaping was installed by the Developer, for the special benefit of all lots, and is assessed equally to all lots. An increase in assessment was proposed for Fiscal Year 2010-11. This increase was subject to the requirements of Proposition 218 "the Right to Vote on Taxes Act". The increase was not approved by the property owners. While the level of maintenance was reduced, increases to water costs are contributing to the annual budget exceeding revenue from assessments. The water billing and the "system" is being reevaluated.

Zone 10 Tracts 35138, 35139, 38393 & 39932 (Hearthstone Del Norte)

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The tracts are specially benefited equally by the landscaping installed by the Developer except for the lots adjacent to that landscaping maintained by the district, which has an additional special benefit of 10%. A major brush clearing project is proposed for this fiscal year using previous years surpluses.

Total lot count not assessed the additional 10% = 170 lots

Lots assessed 10% additional benefit:

(2) Lots 18, 20 (Tract 35139)

(4) Lots 25-28 (Tract 39932)

(11) Lots 10, 11, 17-20, 31-34, 39 (Tract 38393)

Zone 11 Tract 42150 (TKI Townhomes)

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The landscaping was installed by the Developer, for the special benefit to all lots. The Board of Directors of the Home Owners Association in 2004 requested that the City allow the Home Owners Association to maintain the landscaping. The request was approved. A zero assessment for the landscaping within this zone has thus been shown.

Zone 12 Tract 33704 (Benchmark Homes)

This zone has been eliminated.

Zone 13 Mike's Center

This zone was created, at the request of the property owners, to maintain improvements installed by the City and financed by the property owners with assistance from Community Development Block Grant Funds. The lighting and landscaping was installed as a special benefit to all lots and is assessed based on lot area.

Zone 14 Tract 51911 (Las Brisas Development)

This zone was created upon the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The landscaping was installed by the Developer, for the special benefit to all lots, and is assessed on a per lot basis. This zone was formed in 1995. At the time of the formation of this zone, the assessment was based upon a formula, which recognized the increase of inflation. The C.P.I. for the year ending December 31, 2022 was 4.9%. A 3% C.P.I. would allow for an assessment increase of \$17.40 per parcel to \$597.24 per parcel. For Fiscal Year 2023-24, the maximum levy of \$579.84 is required to balance the expenses.

Zone 15 Tracts 52121 and 52255 (Las Posadas Development)

This zone was created in 1997 upon the request of the developer in lieu of a homeowners association maintaining the landscaping. The landscaping was installed by the developer, for the special benefit to all lots, and is assessed on a per lot basis. At the time of formation of the zone, the assessment was based upon a formula which allows for an assessment increase of up to 3% per year. The C.P.I. for the year ending December 31, 2022 was 4.9%. The maximum allowable C.P.I. increase of 3% would allow for an assessment increase of \$16.20 per parcel to \$556.21 per parcel. The maximum assessment of \$556.21 is proposed for Fiscal Year 2023-24 with \$3,985.00 being transferred to the reserve.

Zone 16 Tract 52337 (Buena Vista Villas)

This zone was created upon the request of the developer and a vote of the property owner in 1998. The developer installed all the landscaping to specially benefit all lots equally, therefore the assessment is levied on a per lot basis. This zone was created in 1998. The assessment is based upon a formula which provides for an assessment increase of up to 3% per year. The C.P.I. for the year ending December 31, 2022 was 4.9%. The maximum allowable C.P.I. increase of 3% raises the maximum assessment by \$17.26 per parcel from \$575.38 to \$592.64 per parcel. For Fiscal Year 2023-24, the maximum levy of \$592.64 per parcel is required, with the utilization of reserves to balance expenses.

Zone 17 Tract 52704 (Citrus Collection)

This zone was created upon the request of the developer and a vote of the property owner in 2000. The developer installed all the landscaping to specially benefit all lots equally, therefore the assessment is levied on a per lot basis. The assessment formula is based upon a formula which provides for an assessment increase of up to 3% per year. The C.P.I. for the year ending December 31, 2022 was 4.9%. The maximum allowable C.P.I. increase of 3% raises the maximum assessment by \$24.60 per parcel from \$819.95 to \$844.55 per parcel. For Fiscal Year 2023-24, a levy of \$668.18 per parcel is required to balance expenses which is less than the maximum allowed assessment of \$844.55 per parcel.

Zone 18 Tract 52867(Ridgecrest Estates)

This zone was created upon the request of the developer and a vote of the property owners in 2011. The developer installed all the landscaping to specially benefit all lots equally and the drainage improvements to benefit the development specifically and the City generally equally. The development share of the drainage improvements benefits all the lots equally. The assessment is levied thus on a per lot basis. The assessment formula is based upon a formula which provides for an assessment increase based on the CPI with a maximum of 3% per year. The special assessment was approved on December 13, 2011 per Resolution 11-49. The CPI for the year ending December 31, 2022 was 4.9%. The maximum allowable C.P.I. increase of 3% raises the maximum assessment by \$51.04 per parcel from \$1,701.44 to \$1,752.48. For Fiscal Year 2023-24, a maximum levy of \$1,752.48. per parcel is required to balance expenses with the application of reserves. A general benefit contribution from the City in the amount of \$2,000.00 is applied to cover half of the annual maintenance cost for the debris basin and storm drain system in this Zone. A brush clearance and replanting project will occur again in Fiscal Year 2023/24.

2023-24 CITYWIDE DISTRICT AND SPECIAL BENEFIT ZONE CALCULATIONS
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Citywide Parks, Lighting and Street

Parks, Lighting, & Street	\$1,304,000.00
General Fund Contribution (Deficit)	<u>\$ (605,755.00)</u>
<u>Total Citywide Assessment for 2023-2024</u>	\$ 698,245.00

Parks

Park Maintenance*	\$ 688,682.00
General Fund Contribution (Deficit)	<u>\$ (353,672.00)</u>
Total Parks Assessment	\$ 335,010.00

Street Lighting

Lighting Maintenance	\$ 372,900.00
General Fund Contribution (Deficit)	<u>\$ (192,806.00)</u>
Total Citywide Lighting Assessments	\$ 180,094.00

Citywide Street

Street Maintenance Cost	\$ 242,418.00
General Fund Contribution (Deficit)	<u>\$ (59,277.00)</u>
Total Citywide Street Assessments	\$ 183,141.00

Special Benefit Zone Maintenance Cost

Maintenance Expenses & Transfers to Reserve Funds	\$ 371,173.00
Transfers From Reserves ***	\$ (47,396.00)
Transfers from General Fund	\$ (0.00)
General Fund Obligated Expenses **	<u>\$ (14,732.00)</u>
<u>Total Special District Assessments for 2023-2024</u>	\$ 309,046.00

<u>Grand Total Citywide and Special Benefit Zones Assessments for 2023-24</u>	\$ 1,007,291.00
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- * This does not include the sports park maintenance costs which cannot be included in the District.
- ** Includes \$5,200.00 (Emblem Homes Zone 3), \$7,532.00 (Encanto Parkway Zone 5), and \$2,000.00 (Ridgecrest Estates Zone 18).
- *** Includes \$9,000 (Zone 2 Mesa Area), \$4,336.00 (Zone 5 Encanto Parkway), \$2,054 (Zone 6 Rancho Verde), \$2,043 (Zone 7 Amberwood), \$1,865 (Zone 8 Windsor), \$10,338 (Zone 9 Kendrick), \$11,824 (Zone 10 Hearthstone Del Norte), \$472 (Zone 13 Mike's Center), \$815 (Zone 15 Las Posadas), \$2,336 (Zone 16 Buena Vista), \$2,313 (Zone 18 Ridgecrest). In instances where a zone balance is in a deficit, reserves applied to the annual budget will be an obligation of the respective zone unless otherwise approved by the City.

**2023-24 CITYWIDE STREET LIGHTING
AND SPECIAL BENEFIT ZONE CALCULATIONS**

ZONE	DISTRICT	2021-22	2022-23	2023-24
1	Lighting	\$30.44	\$30.44	\$30.44
	Street Maintenance	\$15.74	\$15.74	\$15.74
	Parks	\$59.42	\$59.42	\$59.42
	(Average Single Family)			
	Sub-Total	\$105.60	\$105.60	\$105.60
2	Mesa Area	\$218.38	\$218.38	\$218.38
3	Emblem Homes			
	Base Cost	\$105.60	\$105.60	\$105.60
	Surcharge Lots	\$105.60	\$105.60	\$105.60
4	Las Lomas Villas	\$534.97	\$538.94	\$542.10
5	Encanto Parkway	\$167.34	\$167.34	\$167.34
6	Rancho Verde	\$324.10	\$324.10	\$324.10
7	Amberwood	\$573.61	\$609.26	\$624.37
8	Windsor	\$495.56	\$507.25	\$519.31
9	Kendrick, Hearthstone	\$139.05	\$139.05	\$139.05
10	Hearthstone			
	Base Cost	\$251.59	\$251.59	\$251.59
	Surcharge Lots	\$267.81	\$267.81	\$267.81
11	T.K.I. Townhomes	\$105.60	\$105.60	\$105.60
12	Benchmark Homes	\$105.60	\$105.60	\$105.60

2023-24 CITYWIDE STREET AND SPECIAL DISTRICT ASSESSMENT COMPARISON

ZONE	DISTRICT	2021-22	2022-23	2023-24
13	Mike's Center			
	8530-018-027	\$2,249.29	\$2,249.29	\$2,249.29
	8530-018-028	\$1,107.02	\$1,107.02	\$1,107.02
	8530-018-029	\$1,151.32	\$1,151.32	\$1,151.32
	8530-018-030	\$ 525.08	\$ 525.08	\$525.08
	8530-018-031	\$ 525.08	\$ 525.08	\$525.08
	8530-018-032	\$ 525.08	\$ 525.08	\$525.08
	8530-018-033	\$2,318.65	\$2,318.65	\$2,318.65
	8530-018-034	\$2,907.77	\$2,907.77	\$2,907.77
	8530-018-054	\$1,810.27	\$1,810.27	\$1,810.27
	8530-018-055	<u>\$8,813.93</u>	<u>\$8,813.93</u>	<u>\$8,813.93</u>
		\$21,933.49	\$21,933.49	\$21,933.49
14	Las Brisas	\$668.55	\$685.44	\$685.44
15	Las Posadas	\$629.88	\$645.60	\$661.81
16	Buena Vista Villas	\$664.22	\$680.98	\$698.24
17	Citrus Collection	\$701.05	\$701.05	\$773.78
18	Ridgecrest Estates	\$1,005.60	\$1,065.60	\$1,858.08

*Citywide only within this Special Benefit Zone.

**ZONE 2 – MESA AREA
(FUND 2430)**

ESTIMATED EXPENSES 2023-24

Gas	\$15,000.00	
Repairs	\$ 3,000.00	
Capital Improvements (Replacement)	\$ 0.00	
Personnel	\$ 3,800.00	
Transfer to Reserve	\$ 0.00	
Total Expenses		\$21,800.00

ESTIMATED REVENUE 2023-24

Special Zone Assessment 2023-24	\$12,800.00	
Transfer From Reserve	\$ 9,000.00	
Transfer From General Fund	\$ 0.00	
Total Revenue		\$21,800.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2019	\$20,045.00
2020	\$22,356.00
2021	(\$3,208.00)
2022	(\$6,857.00)
2023	(\$13,799.00) Estimated

*Estimated Year End Balance

Zone 2 Information

Number of lots to be assessed	<u>100</u>
GAS LIGHTING – COST PER LOT	\$ 128.00
Intersection Only Lighting – Cost Per Lot	\$ 15.22
Citywide Street Maintenance - Cost Per Lot	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 218.38

**ZONE 3 – EMBLEM HOMES
(FUND 2429)**

ESTIMATED EXPENSES 2023-24

Water	\$ 2,800.00	
Electric	\$ 300.00	
Repairs and Replacement	\$ 1,000.00	
Personnel	\$ 1,100.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$5,200.00

ESTIMATED REVENUE 2023-24

Special Zone Assessment 2023-24	\$ 0.00	
Transfer From Reserve	\$ 0.00	
Transfer From General Fund (Obligation)**	<u>\$ 5,200.00</u>	
Total Revenue		\$5,200.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2019	\$0
2020	\$0
2021	\$0
2022	\$0
2023	\$0

Zone 3 Information

Number of lots to be assessed	<u>121</u>
<u>LANDSCAPE COST PER LOT</u>	
Base Cost 100	\$ 0
Surcharge Lots 19 + 30%	\$ 0
Street Lighting Cost Per Lot	\$ 30.44
City-Wide Street Maintenance Per Lot	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	
Base Cost	\$ 105.60
Surcharge	\$ 105.60

**ZONE 4 – LAS LOMAS VILLAS
(FUND 2421)**

ESTIMATED EXPENSES 2023-24

Water	\$ 17,500.00	
Electric	\$ 500.00	
Repairs and Replacement	\$ 5,000.00	
Landscape Maintenance	\$ 17,000.00	
Personnel	\$ 10,000.00	
Tree Trimming within Landscape Area	\$ 5,000.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$55,000.00

ESTIMATED REVENUE 2023-24

Special Zone Assessment 2023-24	\$ 55,000.00	
Transfer From Reserve	\$ 0.00	
Transfer From General Fund	<u>\$ 0.00</u>	
Total Revenue		\$55,000.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2019	\$8,858.00
2020	\$13,401.00
2021	\$15,767.00
2022	\$18,719.00
2023	\$20,547.00 (Estimated)

Zone 4 Information

Number of lots to be assessed	<u>126</u>
Landscape Per Lot	\$ 436.50
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance Cost Per Lot	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 542.10

**ZONE 5 – ENCANTO PARKWAY
(FUND 2422)**

ESTIMATED EXPENSES 2023-24

Water	\$ 4,300.00	
Electric	\$ 1,100.00	
Repairs and Replacement	\$ 2,500.00	
Landscape Maintenance	\$ 5,600.00	
Tree Replanting Project	\$ 2,500.00	
Personnel	\$ 3,400.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$19,400.00

ESTIMATED REVENUE 2023-24

Special Zone Assessment 2023-24	\$ 7,532.00	
Transfer From Reserve	\$ 4,336.00	
Transfer From General Fund (Citywide Benefit)**	<u>\$ 7,532.00</u>	
Total Revenue		\$19,400.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2019	\$2,863.00
2020	\$0.00
2021	\$7,884.00
2022	\$9,494.00
2023	\$7,156.00 (Estimated)

Zone 5 Information

Number of lots to be assessed	<u>122</u>
Landscape Per Lot	\$ 61.74
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance Cost Per Lot	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 167.34

**ZONE 6 – RANCHO VERDE
(FUND 2427)**

ESTIMATED EXPENSES 2023-24

Water	\$ 9,000.00	
Electric	\$ 600.00	
Repairs and Replacement	\$ 1,200.00	
Landscape Maintenance	\$10,700.00	
Personnel	\$ 5,900.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$27,400.00

ESTIMATED REVENUE 2023-24

Special Zone Assessment 2023-24	\$ 25,346.00	
Transfer From Reserve	\$ 2,054.00	
Transfer From General Fund	<u>\$ 0.00</u>	
Total Revenue		\$27,400.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2019	(\$6,899.00)
2020	(\$9,506.00)
2021	(\$15,052.00)
2022	(\$20,002.00)
2023	(\$21,096.00) Estimated

Zone 6 Information

Number of lots to be assessed	<u>116</u>
Special Landscape Per Lot	\$ 218.50
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance Cost Per Lot	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 324.10

**ZONE 7 – AMBERWOOD
(FUND 2423)**

ESTIMATED EXPENSES 2023-24

Water	\$ 9,300.00	
Electric	\$ 300.00	
Repairs and Replacement	\$ 1,500.00	
Landscape Maintenance	\$15,200.00	
Personnel	\$ 2,200.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$28,500.00

ESTIMATED REVENUE 2023-24

Special Zone Assessment 2023-24	\$ 26,457.00	
Transfer From Reserve	\$ 2,043.00	
Transfer From General Fund	<u>\$ 0.00</u>	
Total Revenue		\$28,500.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2019	\$12,515.00
2020	\$17,879.00
2021	\$20,809.00
2022	\$22,877.00
2023	\$22,513.00 (Estimated)

Zone 7 Information

Number of lots to be assessed	<u>51</u>
Landscape Per Lot	\$ 518.77
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance Cost Per Lot	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 624.37

**ZONE 8 – WINDSOR
(FUND 2424)**

ESTIMATED EXPENSES 2023-24

Water	\$ 4,000.00	
Electric	\$ 300.00	
Repairs and Replacement	\$ 1,600.00	
Landscape Maintenance	\$ 9,300.00	
Personnel	\$ 2,800.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$18,000.00

ESTIMATED REVENUE 2023-24

Special Zone Assessment 2023-24	\$16,135.00	
Transfer from Reserve	\$ 1,865.00	
Transfer from General Fund	<u>\$ 0.00</u>	
Total Revenue		\$18,000.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2019	\$1,758.00
2020	\$3,432.00
2021	\$4,805.00
2022	\$7,140.00
2023	\$6,459.00 (Estimated)

Zone 8 Information

Number of lots to be assessed	<u>39</u>
Special Landscape per Lot	\$ 413.71
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance Cost Per Lot	\$ 15.74
Park Assessment Per Lot	\$ 59.42
CITYWIDE ONLY COST PER LOT	\$ 519.31

**ZONE 9 – KENDRICK (TRACT 32993)
HEARTHSTONE (TRACTS 35135, 35136, 35137)
(FUND 2420)**

ESTIMATED EXPENSES 2023-24

Water	\$10,000.00	
Repairs and Replacement	\$ 500.00	
Landscape Maintenance	\$ 5,900.00	
Personnel	\$ 2,200.00	
Transfer to Reserve	\$ 0.00	
Total Expenses		\$18,600.00

ESTIMATED REVENUE 2023-24

Special Zone Assessment 2023-24	\$ 8,262.00	
Transfer From Reserve	\$10,338.00	
Transfer From General Fund	\$ 0.00	
Total Revenue		\$18,600.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2019	(\$2,644.00)
2020	(\$1,884.00)
2021	(\$3,599.00)
2022	\$2,522.00
2023	(\$4,347.00) (Estimated)

Zone 9 Information

Number of lots to be assessed	<u>247</u>
Special Landscape Per Lot	\$ 33.45
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance – Cost Per Lot	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 139.05

ZONE 10 – HEARTHSTONE DEL NORTE
(TRACTS 35128, 35139, 38393, 39932)
(FUND 2425)

ESTIMATED EXPENSES 2023-24

Other Services	\$ 5,300.00	
Water	\$ 5,000.00	
Electric	\$ 3,600.00	
Repairs and Replacements	\$ 500.00	
Landscape Maintenance	\$ 6,800.00	
Brush Clearance & Related Maintenance	\$15,000.00	
Personnel	\$ 3,200.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$39,400.00

ESTIMATED REVENUE 2023-24

Special Zone Assessment 2023-24	\$ 27,576.00	
Transfer From Reserve	\$ 11,824.00	
Transfer From General Fund	<u>\$ 0.00</u>	
Total Revenue		\$39,400.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2019	\$12,778.00
2020	\$15,230.00
2021	\$8,843.00
2022	\$2,969.00
2023	(\$12,845.00) (Estimated)

Zone 10 Information

Number of lots to be assessed	<u>187</u>
LANDSCAPE COST PER LOT	
Base Cost (170)	\$ 145.99
Surcharge Lots (17)	\$ 162.21
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance Cost Per Lot	\$ 15.74
Park Assessment Per Lot	\$ 59.42

**ZONE 10 – HEARTHSTONE DEL NORTE
(TRACTS 35128, 35139, 38393, 39932)
(FUND 2425)**

TOTAL COST PER LOT

Base Cost	\$ 251.59
Surcharge Lots	\$ 267.81

ZONE 11 – T.K.I. TOWNHOMES
(FUND 2428)

ESTIMATED EXPENSES 2023-24	\$0
ESTIMATED REVENUE 2023-24	(\$0)

Zone 11 Information

Number of lots to be assessed	<u>17</u>
LANDSCAPE COST PER LOT	\$ 0
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance Cost Per Lot	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 105.60

**ZONE 13 – MIKE’S CENTER
(FUND 2426)**

ESTIMATED EXPENSES 2023-24

Parking Lot Sweeping	\$ 9,500.00	
Water	\$ 700.00	
Electric	\$ 4,500.00	
Repairs and Replacements	\$ 700.00	
Landscape Maintenance	\$ 3,100.00	
Personnel	\$ 2,600.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$21,100.00

ESTIMATED REVENUE 2023-24

Special Zone Assessment 2023-24	\$20,628.00	
Transfer From Reserve	\$ 472.00	
Transfer From General Fund	<u>\$ 0.00</u>	
Total Revenue		\$21,100.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2019	\$4,531.00
2020	\$8,080.00
2021	\$11,535.00
2022	\$14,824.00
2023	\$16,571.00 (Estimated)

Zone 13 Information

Number of lots to be assessed 10

LANDSCAPE COST PER LOT

TOTAL COST PER AREA: **\$0.09503/sq. ft.**

**ZONE 13 – MIKE’S CENTER
(FUND 2426)**

Parcel Number	Square Feet	2023/24 Landscape Assessment	Frontage Feet	2023/24 Citywide Street Maintenance	2023/24 Total Assessment
8530-018-027	22,216	\$2,111.24	89.21	\$138.05	\$2,249.29
8530-018-028	10,890	1,034.90	43.92	72.12	1,107.02
8530-018-029	11,325	1,076.24	46.08	75.08	1,151.32
8530-018-030	5,125	487.04	20.50	38.04	525.08
8530-018-031	5,125	487.04	20.50	38.04	525.08
8530-018-032	5,125	487.04	20.50	38.04	525.08
8530-018-033	23,087	2,194.01	80.00	124.64	2,318.65
8530-018-034	28,750	2,732.18	115.00	175.59	2,907.77
8530-018-054	17,860	1,697.28	72.00	112.99	1,810.27
8530-018-055	<u>87,560</u>	<u>8,321.03</u>	<u>333.00</u>	<u>492.90</u>	<u>8,813.93</u>
	217,063	\$20,628.00	840.71	\$1,305.49	\$21,933.49

**ZONE 14 – LAS BRISAS HOMES
(FUND 2431)**

ESTIMATED EXPENSES 2023-24

Water	\$ 5,000.00	
Electric	\$ 300.00	
Repairs and Replacements	\$ 2,700.00	
Landscape Maintenance	\$10,700.00	
Personnel	\$ 3,500.00	
Transfer to Reserve	<u>\$ 1,573.00</u>	
Total Expenses		\$23,773.00

ESTIMATED REVENUE 2023-24

Special Zone Assessment 2023-24	\$ 23,773.00	
Transfer From Reserve	\$ 0.00	
Transfer From General Fund	<u>\$ 0.00</u>	
Total Revenue		\$23,773.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2019	\$8,472.00
2020	\$3,187.00
2021	\$4,173.00
2022	\$5,859.00.
2023	\$6,427.00 (Estimated)

Zone 14 Information

Number of lots to be assessed	<u>41</u>
Landscape Per Lot	\$ 579.84
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 685.44

**ZONE 15 – LAS POSADAS HOMES
(FUND 2432)**

ESTIMATED EXPENSES 2023-24

Water	\$ 5,000.00	
Electric	\$ 300.00	
Repairs and Replacements	\$ 500.00	
Landscape Maintenance	\$ 14,100.00	
Personnel	\$ 6,500.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$26,400.00

ESTIMATED REVENUE 2023-24

Special Zone Assessment 2023-24	\$ 25,585.00	
Transfer From Reserve	\$ 815.00	
Transfer From General Fund	<u>\$ 0.00</u>	
Total Revenue		\$26,400.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2019	(\$231.00)
2020	(\$539.00)
2021	(\$3,495.00)
2022	(\$2,281.00)
2023	(\$1,341.00) (Estimated)

Zone 15 Information

Number of lots to be assessed	<u>46</u>
LANDSCAPE COST PER LOT	\$ 556.21
Street Lighting Cost Per Lot	\$ 30.44
City-wide Street Maintenance	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 661.81

**ZONE 16 – BUENA VISTA VILLAS
(FUND 2433)**

ESTIMATED EXPENSES 2023-2024

Water	\$ 7,200.00	
Electric	\$ 300.00	
Repairs and Replacements	\$ 1,100.00	
Landscape Maintenance	\$ 9,000.00	
Personnel	\$ 3,700.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$21,300.00

Estimated Revenue 2023-24

Special Zone Assessment 2023-24	\$ 18,964.00	
Transfer From Reserve	\$ 2,336.00	
Transfer From General Fund	<u>\$ 0.00</u>	
General Revenue		\$21,300.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2019	\$11,407.00
2020	\$12,956.00
2021	\$7,407.00
2022	\$7,492.00
2023	\$7,669.00 (Estimated)

Zone 16 Information

Number of lots to be assessed	<u>32</u>
LANDSCAPE COST PER LOT	\$ 592.64
Street Lighting Cost per Lot	\$ 30.44
Citywide Street Maintenance	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 698.24

**ZONE 17 – CITRUS COLLECTION
(FUND 2434)**

ESTIMATED EXPENSES 2023-24

Water	\$ 5,000.00
Electric	\$ 300.00
Repairs and Replacements	\$ 500.00
Landscape Maintenance	\$ 6,000.00
Personnel	\$ 2,900.00
Transfer to Reserve	<u>\$ 0.00</u>
Total Expenses	\$14,700.00

ESTIMATED REVENUE 2023-24

Special Zone Assessment 2023-24	\$ 14,700.00
Transfer From Reserve	\$ 0.00
Transfer From General Fund	<u>\$ 0.00</u>
Total Revenue	\$14,700.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2019	\$5,359.00
2020	\$5,444.00
2021	\$6,100.00
2022	\$7,735.00
2023	\$7,315.00 (Estimated)

Zone 17 Information

Number of lots to be assessed	<u>22</u>
LANDSCAPE COST PER LOT	\$ 668.18
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 773.78

**ZONE 18 – RIDGECREST ESTATES
(FUND 2435)**

ESTIMATED EXPENSES 2023-24

Fuel Modification	\$ 9,000.00	
Water	\$ 6,000.00	
Electric	\$ 400.00	
Repairs and Replacements	\$ 1,200.00	
Landscape Maintenance	\$ 8,500.00	
Debris Basins/Storm Drain System**	\$ 4,000.00	
Personnel	\$ 1,500.00	
Reserve/Contingency (15% max)	\$ 0.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$30,600.00

ESTIMATED REVENUE 2023-23

Special Zone Assessment 2023-24	\$26,287.00	
Transfer From Reserve	\$ 2,313.00	
Transfer From General Fund**	<u>\$ 2,000.00</u>	
Total Revenue		\$30,600.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND***

Fiscal Year Ending	Balance
2019	\$47,381.00
2020	\$30,602.00
2021	\$18,361.00
2022	\$7,125.00
2023	\$18,168.00 (Estimated)

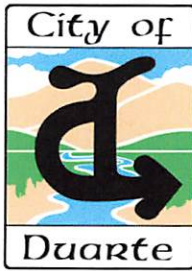
Zone 18 Information

Number of lots to be assessed	<u>15</u>
LANDSCAPE COST PER LOT	\$1,752.48
Street Lighting Cost per Lot	\$ 30.44
Citywide Street Maintenance	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 1,858.08

*Previously approved by Resolution 11-49.

** City general fund contributing one half of estimated cost for the purpose of addressing the General benefit.

***Reserve Fund necessary for extraordinary debris removal from debris basins resulting from high intensity storms.



Agenda Item: 9C

CM Review: SCV

Fiscal Review: SLP

AGENDA REPORT

MEETING DATE: June 27, 2023

TO: Mayor and Members of the City Council

FROM: Thai Viet Phan, City Attorney

SUBJECT: Public Hearing and First reading of Ordinance No. 918 to Amend Chapter 2.31 of the Duarte Municipal Code Regarding Ad Hoc Committee Appointments

RECOMMENDATION: It is recommended that City Council 1) Conduct a public hearing to take public testimony; and 2) Approve the first reading of Ordinance No. 918 regarding the minor amendment to Chapter 2.31 of the Duarte Municipal Code

FISCAL IMPACT: None

BACKGROUND

At the June 13, 2023, City Council meeting, the City Council discussed the establishment of an ad hoc committee to review and provide recommendations involving public art in the City. Section 2.31.070 of the Duarte Municipal Code previously indicated that ad hoc committees would be comprised of two (2) Councilmembers and three (3) members of existing commissions. At the June 13, 2023, meeting, the City Council expressed a desire to expand the membership of ad hoc committees to allow more Duarte residents to participate and share their viewpoints, experiences, and expertise relating to the various ad hoc committees that may be established over time. As such, the amendment recommended in the attached ordinance provides flexibility for the City Council in the establishment of future ad hoc committees depending on the needs and requirements as determined by the City Council.

RECOMMENDATION

It is recommended that City Council 1) Conduct a public hearing to take public testimony; and 2) Approve the first reading of Ordinance No. 918 regarding the minor amendment to Chapter 2.31 of the Duarte Municipal Code

FISCAL IMPACT

None.

ATTACHMENTS

1. Ordinance No. 918: An Ordinance of the City Council of the City of Duarte, California, Amending Duarte Municipal Code Section 2.31 Regarding Ad Hoc Committees

ORDINANCE NO. 918

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE,
CALIFORNIA, AMENDING DUARTE MUNICIPAL CODE SECTION 2.31
REGARDING AD HOC COMMITTEES**

WHEREAS, the City Council of the City of Duarte adopted Ordinance No. 913 establishing a code provision in the Duarte Municipal Code relating to ad hoc committees; and

WHEREAS, the City Council seeks to change the number of members of ad hoc committees to allow for full participation of residents with diverse backgrounds, expertise, and interests and flexibility with the establishment of committees.

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. Duarte Municipal Code Section 2.31.070 is deleted and replaced in its entirety as demonstrated in Exhibit A.

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 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 11th day of July 2023.

Jody Schulz, 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. ____ was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 11th day of July 2023, by the following vote:

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

City Clerk Annette Juarez
City of Duarte, California

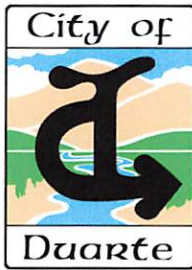
EXHIBIT A

Chapter 2.31 AD HOC COMMITTEES

Section

2.31.070 Appointments—Reappointments.

Members of the City Council may nominate one or more persons to be members of an ad hoc committee. Appointment and reappointment of ad hoc committee members shall be by majority vote of all of the members of the City Council. An ad hoc committee shall consist of any number of individuals as determined by the City Council, except that neither a quorum of the City Council nor a quorum of any other legislative body of the City may be appointed to the same ad hoc committee.



AGENDA REPORT

MEETING DATE: June 27, 2023

TO: Mayor and Members of the City Council

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

SUBJECT: Foothill Transit Service Change Recommendations

RECOMMENDATION: It is recommended that the City Council authorize the Chief Executive Officer of Foothill Transit to implement the proposed service change recommendations

FISCAL IMPACT: If approved, estimated savings of approximately \$250,000 per year

BACKGROUND

In November 2022 Foothill Transit gave a presentation to City Council on the Foothill Transit Forward program, which aims to look at ridership patterns of the entire Foothill Transit system, including Duarte Lines 860 and 861 and determine where efficiencies and improvements can be made. The recommendations from the transit consultant hired by Foothill Transit, on the DuartEBus line was to consolidate the two routes into one bi-directional route and to extend Line 272 to serve Mountain Vista Plaza to provide coverage to the western portion of the city where service resulting from the route consolidation would be lost.

DISCUSSION/ANALYSIS

From February 2023 through April 2023, Foothill Transit conducted formal outreach throughout the Foothill Transit communities, including Duarte, to seek public comment on the recommended changes. Twelve workshops, both virtual and in person were conducted, with two in person workshops taking place within the City of Duarte. City staff also conducted a Flashvote survey to gather feedback from the community as well.

Attached is the Foothill Transit staff report with the detailed findings of the public outreach process and final recommendations to consolidate the two routes and extend Line 272 to Mountain Vista Plaza. Staff believes that making this adjustment to the route will make the line more efficient and decrease the cost per rider, because it eliminates stops where ridership is low or absent and it focuses on stops where the ridership is higher. We estimate that the costs of operating the system may be reduced by as much as \$250,000 with these changes.

If Council approves this change, staff can report back at a future meeting as to how the savings might be utilized to offset the costs of alternative transportation options such as micro transit.

RECOMMENDATION

It is recommended that the City Council authorize the Chief Executive Officer of Foothill Transit to implement the proposed service change recommendations.

FISCAL IMPACT

If approved, estimated savings of approximately \$250,000 per year.

ATTACHMENTS

Foothill Transit staff report



June 27, 2023

To: Duarte City Council

Subject: Foothill Transit Forward Service Change Recommendation for Lines 860 and 861

Recommendations

Authorize the Chief Executive Officer to implement the proposed service change recommendations.

Analysis

What is Foothill Transit Forward?

As a reminder:

- Foothill Transit Forward is an evaluation of Foothill Transit service to determine how best to meet the needs of existing and potential customers.
- The Foothill Transit Forward study includes a detailed review of existing service and robust community outreach.
- The study aims to create a more effective, efficient, equitable, and sustainable transit system that will get people where they need to go in the shortest time possible.
- The outcome of Foothill Transit Forward will be an updated service plan, which will guide Foothill Transit service improvements over the next five years.

Following an analysis of travel patterns, ridership, and results from online and on-board surveys, a set of service change recommendations was created. The goal of the recommendations is to increase and/or provide uniform frequencies of key routes, reduce redundancies, and change or streamline routes to match travel demands while keeping an eye on equity. The proposed recommendations are included in the final report and summarized below.

The proposed recommendations were presented to the public over a one-month period to collect feedback, and changes to the proposed recommendations were made and reflected in the final recommendations listed below for implementation. If the proposed changes are approved by Foothill Transit's Governing Board, then the changes will be implemented in the fall 2023 Service Change.

Public Meetings and Results of Public Comments



Duarte City Council- June 27, 2023
Foothill Transit Forward Service Change Recommendations for Lines
860 and 861
Page 2

The formal public comment period began on February 21, 2023, and concluded on April 23, 2023. To encourage public comments, Foothill Transit staff conducted virtual and in-person outreach. Staff held three virtual public workshops and eight in-person engagements held primarily at Los Angeles County libraries. A public hearing was also held on Saturday, April 15, 2023, at the Foothill Transit Administrative Office. The locations for in-person outreach were selected based on the proposed changes. In addition to workshops, customers were able to provide feedback through email, phone via Foothill Transit's 800-RIDE-INFO, and postal mail.

The proposed changes and various workshops were advertised on Foothill Transit's website and social media, and flyers were placed at all stops of the lines with proposed changes. The public hearing was also advertised in newspapers and Los Classificados.

The workshops, both virtual and in-person, were well attended. Approximately 80 people attended the in-person workshops with the highest number of attendees at the San Dimas Library with 25 people and the Duarte Senior Center with 40 people. The virtual workshops had 52 attendees; the highest meeting attended meeting was on Monday, April 10, 2023, with 22 people. The agency received 137 comments regarding the proposed service recommendations, with the proposed change for Line 499 receiving the most comments with 47. Lines 860/861 had six of the 137 comments, five against and one in favor of the proposed changes.

On May 1, 2023 The City of Duarte conducted a Flash Vote survey that resulted in the participation of 161 residents. The results of the survey showed that although more than 69% of participants are satisfied with the Duarte Ebus service, more than 74% of survey participants choose not to use the service more often because they have a vehicle. The findings also pointed out that almost half of the participants would be in support of an on demand or supplement transportation service, most participants would not be in favor of adding new taxes for funding.

Proposed Route Changes and Recommendations

Line 860/861

The proposal for Lines 860 and 861 is to combine both Duarte routes into one consolidated route. The route will provide service to the city's biggest destinations. The new route will provide faster and more direct service for existing customers while being easier to understand for new customers. Customers in residential areas north of Royal Oaks Drive may need to walk further to access service. Line 187 will provide service to customers along Huntington Drive.

Based on preliminary numbers, there is a potential savings of \$250,000 annually if the recommendation is implemented.



Recommendation

The recommendation is to implement the proposed routing changes to combine both lines into one line. It is important to note that if the Governing Board approves this recommendation, the city of Duarte will also need to approve the change prior to implementation because Foothill Transit operates Lines 860 and 861 on behalf of the city.

Schedule for Implementation

If approved, the implementation of the approved changes will start at the fall 2023 Service Change.

Activities	Dates
Recommendations approved by the Executive Board	April 25, 2023
Recommendations approved by the Foothill Transit Governing Board Meeting	May 23, 2023
Duarte City Council Approval	June 27, 2023
Planned Implementation	Fall 2023 Service Change (October 1, 2023)

Budget Impact

Preliminary analysis shows the implemented changes to be within the budgeted revenue hours for the fiscal year.

Sincerely,

Joseph Raquel
Director of Planning

Doran J. Barnes
Chief Executive Officer

Attachments

Outreach SummaryOutreach Schedule and Locations

Date	Time	Location
Tuesday, February 21, 2023		Public Outreach Kick-Off
Thursday, March 02, 2023	6:00 PM - 7:00 PM	Zoom
Tuesday, March 7, 2023	6:00 AM - 8:00 AM	Industry City Hall Park and Ride
Thursday, March 9, 2023	12:00 PM - 2:00 PM	Duarte Senior Center
Tuesday, March 14, 2023	5:00 PM - 6:00 PM	Rowland Heights Library (Meeting Room)
Wednesday, March 15, 2023	5:30 PM - 6:30 PM	Sunkist Library (Meeting Room)
Wednesday, March 22, 2023	5:30 PM - 6:30 PM	San Dimas Library (Meeting Room)
Thursday, March 23, 2023	5:30 PM - 6:30 PM	Hacienda Heights Library (Meeting Room)
Wednesday, March 29, 2023	6:00 PM - 7:00 PM	Zoom
Monday, April 10, 2023	6:00 PM - 7:00 PM	Zoom
Tuesday, April 11, 2023	5:00 PM - 6:00 PM	Hispanic Chamber of Commerce-Pomona
Saturday, April 15, 2023	9:00 AM	Foothill Transit Administrative Office (Board Room)
Thursday, April 20, 2023	7:00 PM	Duarte Unified School District
Friday, April 21, 2023		Public Outreach Ends

Outreach Summary - Continued

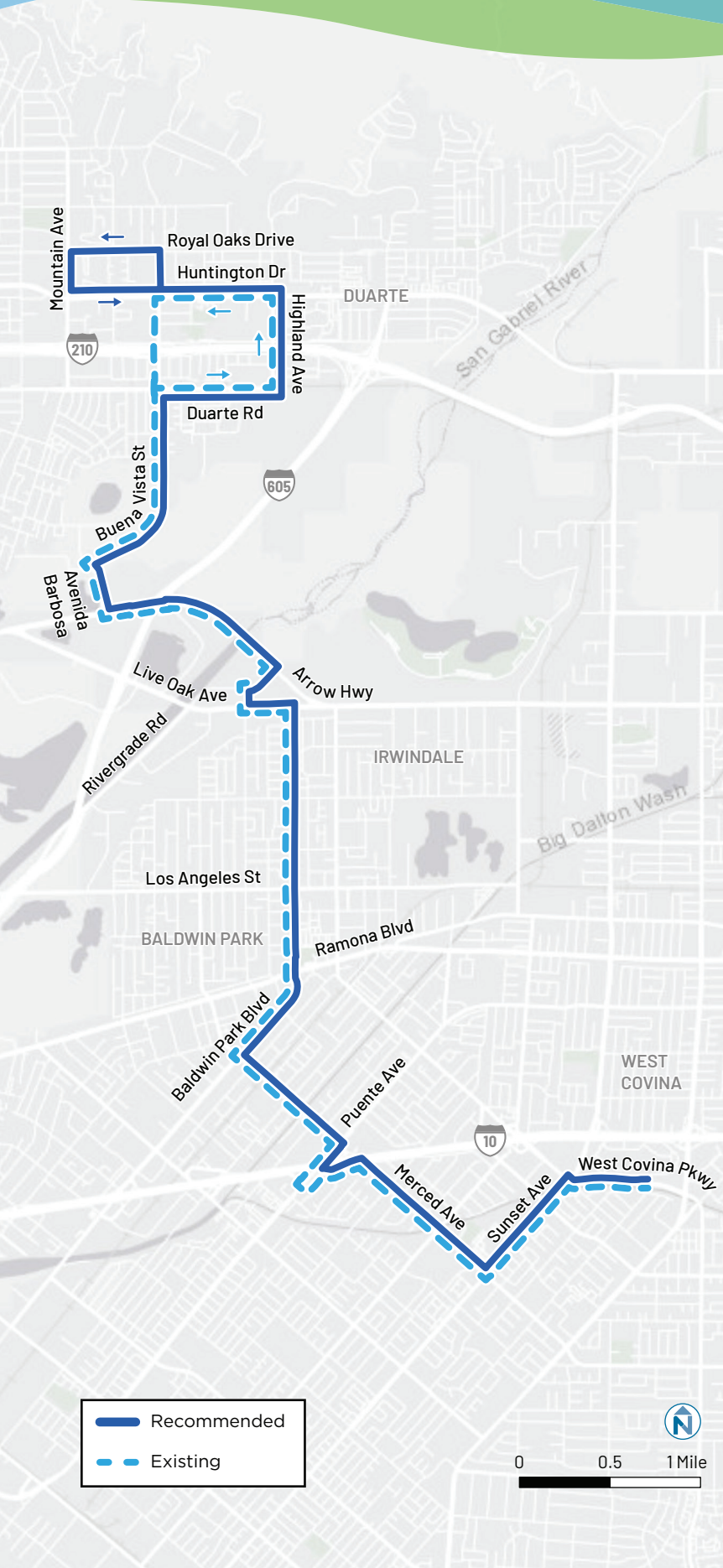
Event Type	Number of Attendees
Virtual Zoom Workshops	52
In-Person Events	80

Comments Received Via	Number Received
E-mail	58
Public Comment	5
Social Media	12
800-RIDE-INFO	1
Grand Total	76

Line	Number of Comments
190	2
194	2
195	2
197	3
272	2
274	4
281	4
282	20
285	3
286	6
289	2
291	5
292	3
482	5
486	4
487	3
493	2
498	6
499	46
861	3
853/854	2
860/861	6
College Connector	1
Silver Streak	1
Grand Total	137

Line 272

Duarte - Baldwin Park - West Covina



Proposed Changes

Coverage

Line 272 would be extended to Mountain Vista Plaza to provide a better all-day destination for passengers.

Hours of Service

No changes.

	Weekday	Saturday	Sunday
Existing	5:30 AM-9:15 PM	7:00 AM-7:45 PM	7:00 AM-7:45 PM
Recommended	5:30 AM-9:15 PM	7:00 AM-7:45 PM	7:00 AM-7:45 PM

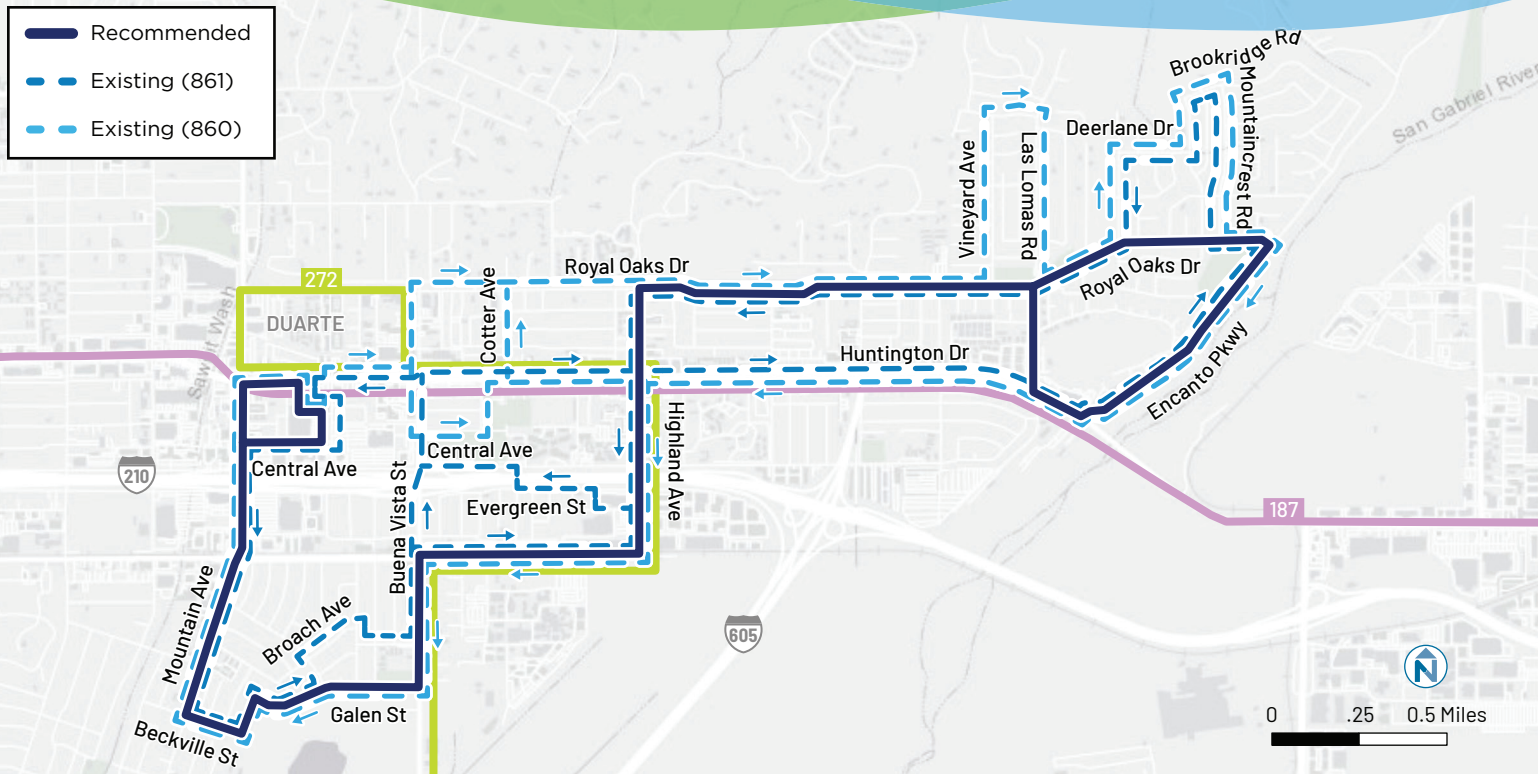
Frequency

No changes.

	Day	Peak (minutes) (6-9am, 3-6pm)	Midday (minutes) (9am-3pm)	Evening (minutes) (6pm-12am)
Existing	Weekday	30-60	60	60
	Saturday	60	60	60
	Sunday	60	60	60
Recommended	Weekday	30-60	60	60
	Saturday	60	60	60
	Sunday	60	60	60

Line 860/861

Mountain Vista Plaza - Huntington Dr - Royal Oaks



Proposed Changes

Coverage

Current DuarteBus service is indirect, slow, and carries few riders. Two reversing loops with different alignments make the service confusing for new customers to understand.

Lines 860 and 861 would be consolidated into a single alignment that provides bi-directional service connecting the biggest destinations in Duarte, including Encanto Park, the Gold Line, the City of Hope Medical Center, Walmart, and Mountain Vista Plaza. This would be done in conjunction with extending Line 272 from the Duarte Gold Line Station to Mountain Vista Plaza, which would cover parts of Buena Vista Street and Royal Oaks Drive.

Existing customers would have a faster, more direct ride. Future customers would better be able to understand the alignment.

Customers in residential areas north of Royal Oaks Drive may need to walk further to access service as a result of this recommendation.

Hours of Service

No changes.

	Weekday	Saturday	Sunday
Existing Line 860	6:30 AM-6:15 PM	No Service	No Service
Existing Line 861	5:45 AM-8:30 PM	7:40 AM-7:30 PM	No Service
Recommended Line 860/861	5:45 AM-8:30 PM	7:40 AM-7:30 PM	No Service

Frequency

No changes.

	Day	Peak (minutes) (6-9am, 3-6pm)	Midday (minutes) (9am-3pm)	Evening (minutes) (6pm-12am)
Existing Line 860	Weekday	60	60	No Service
	Saturday	No Service	No Service	No Service
	Sunday	No Service	No Service	No Service
Existing Line 861	Weekday	60	60	60
	Saturday	60	60	60
	Sunday	No Service	No Service	No Service
Recommended Line 860/861	Weekday	60	60	60
	Saturday	60	60	60
	Sunday	No Service	No Service	No Service



AGENDA REPORT

MEETING DATE: June 27, 2023

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

SUBJECT: Route 66 Sign/Art Piece Northwest corner of Huntington Drive at Mount Olive Drive

RECOMMENDATION: That Council review the final construction set of plans for the sign and either instruct Staff to move forward with the current plan (with or without minor changes) or bring back a revised plan and cost estimate for additional input

FISCAL IMPACT: If changes are made to font only, the fiscal impact is approximately \$3,000, however if additional changes are requested, the cost estimate will be brought back to Council for consideration.

BACKGROUND

In Spring 2022, the City Council held a workshop to determine its goals for utilizing American Rescue Plan Act (ARPA) fund. Based in the Council goal for “beautification” set at a 2021 goal setting meeting, the Council directed Staff to develop a City entry sign/art piece with a Route 66 theme on the northwest corner of Huntington Drive and Mount Olive Drive.

At its October 11, 2022, City Council meeting, Milton Solomon of Architectural Design and Signs (AD/S) presented a preliminary plan of the Historic Route 66 piece. He provided the Council with details on the construction and visibility of the art installation. The Council requested that the sign colors be changed from red and brown themes to the blue colors used in current City wayfinding and street signs palette, and that the “D” logo be illuminated.

Based upon Council’s direction, Staff worked with AD/S to make the requested changes. On November 11, 2022, the Council unanimously approved the final sign design and authorized the City Manager to sign the purchase order. The staff report included the revised Route 66 art piece plans and the detailed quote (\$69,848 for the purchase of the art piece).

This public art project is funded by the General Fund – Designation for Special Projects. In the FY 2022-2023 Fiscal Year Budget, \$150,000 was provided for this project, including design, construction, and landscaping. With contingency, the estimated cost of the art, landscape and related costs is \$150,000.

Since Council approval, Staff has been busy coordinating all the elements necessary to make

implementation of the sign successful, including:

1. Working with AD/S to finalize conceptual drawings, select final colors within the color palette used for Duarte's street and wayfinding signs that are close to Navy and Columbia blue, reviewing and revising construction drawings, plan checking shop drawings and structural engineering, and having initial discussions on construction timing and coordination;
2. Reviewing and finalizing landscape and irrigation plans between Field Services and Planning Divisions with the City's consultant landscape architect;
3. Coordinating with utility providers and contract electricians to determine the best way to provide utility services to the project site and make permanent utility connections;
4. Communicating with the CVS property owners and site manager on impacts to their property and negotiating items necessary to facilitate construction;
5. Arranging traffic control plans with the Engineering Division to allow work to proceed from public right-of-way;
6. Discussing and deciding on project cost estimates, and the preferred construction method to achieve the intended outcome at the lowest cost to the Public; and
7. Coordinating with Field Services Division on demolition, grubbing, grading, irrigation, and landscape items associated with construction. Field Services Division will be doing these aspects of the project to contain costs.

At this point the City has signed the purchase agreement and paid a 50% deposit towards the production of working drawings and sign production costs. Currently, the City is at a point where we are ready to approve the working drawings and authorize the fabrication of the sign. Furthermore, the City has a pending meeting with the property owner to coordinate sign installation. The current schedule is for sign installation this summer. If the Council desires to make changes to the sign, any changes will require a modification to the purchase agreement and may involve an increase in prices.

DISCUSSION/ANALYSIS

At its June 13, 2023, meeting, City Council discussed the Route 66 Sign/Art Piece and requested that the Staff bring it back to this meeting to allow the Council to review the sign details.

Exhibit A provides a detailed plan for the current sign. As was mentioned earlier in the report, the sign color is in the blue shades that coordinate with the City Entry and Wayfinding signs. The Duarte "D" logo is accentuated with a halo lighting effect that will outline the letter. The LED lighting will help to make this feature stand out.

The font currently used on the sign is Fruitiger Standard which is very similar to Gotham Bold that is used on the entry, wayfinding and street name signs. The font was selected to be consistent with the other local signs that have been designed, creating a strong local image, and also because of the legibility of the font.

At the June 13 meeting, the Council requested that an example of an alternate font to be more similar to the font that is used on City letterhead, business cards and some other items; this font is called Manegrim. Exhibit B provides three possible font options: Option 1 – the original font;

Option 2 – Manegrim all caps; Option 3 – Manegrim standard.

The standard use of the font for other City material is typically in a combination of upper and lower case (Option 3). The all uppercase example (Option 2) is provided as another option, if there is a desire to change.

Staff asked Milton Solomon, the sign designer, to comment on the font selection. Mr. Solomon feels that Option 1 provides ease of legibility. It is the most similar to the current the entry, wayfinding and street name signs. Option 2 is an all caps version of the font used in City letter head and some written material and is acceptable with regards to legibility. He recommends that Option 3 is not advised because of legibility.

At this point in the process, the charge to change the font to Manegrim (Options 2 or 3) is approximately \$3,000.

RECOMMENDATION

That Council review the final construction set of plans for the sign and either instruct Staff to move forward with the current plan (with or without minor changes) or bring back a revised plan and cost estimate for additional input.

FISCAL IMPACT

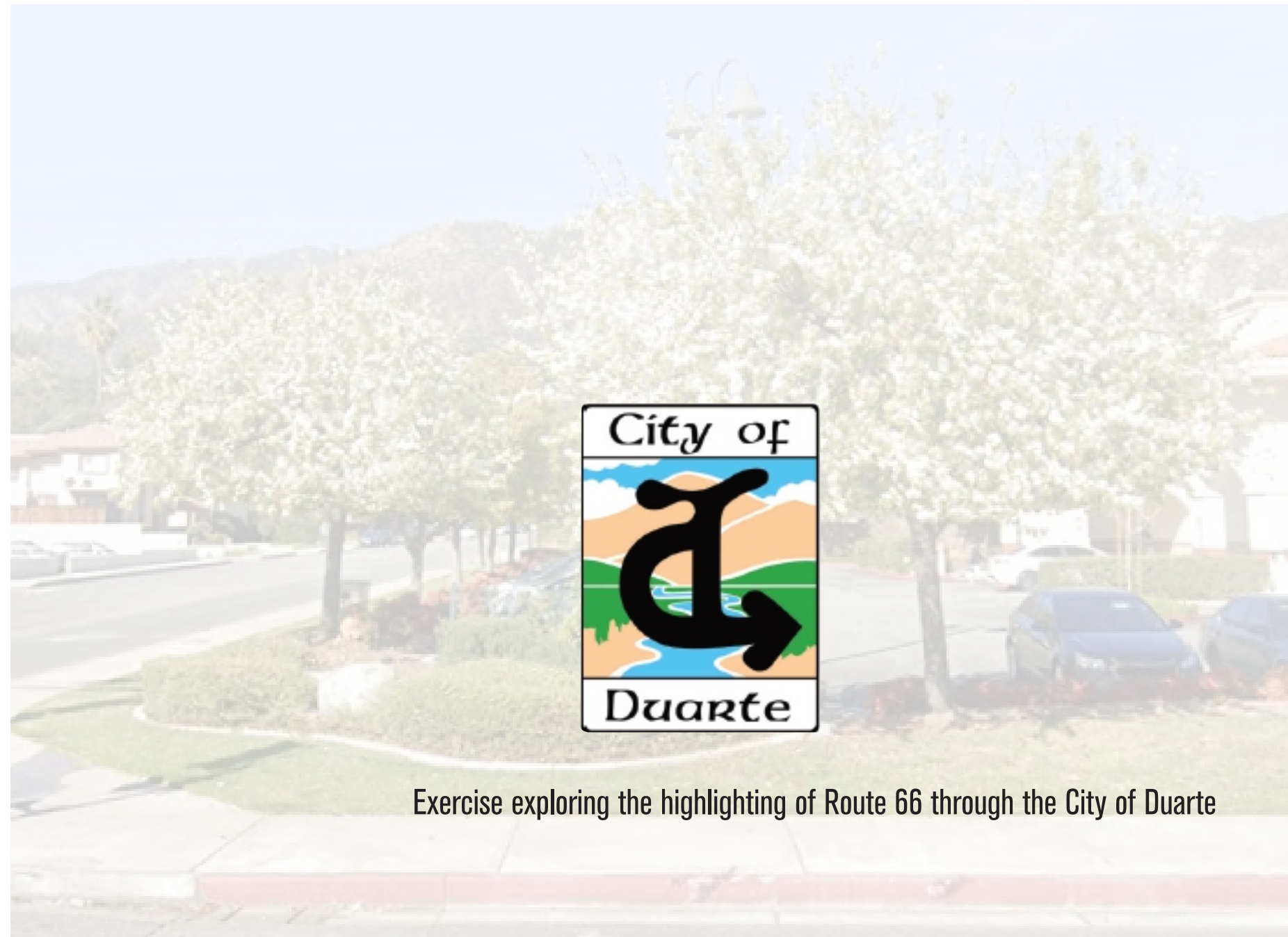
If changes are made to font only, the fiscal impact is approximately \$3,000, however if additional changes are requested, the cost estimate will be brought back to Council for consideration.

ATTACHMENTS

Exhibit A – Current Approved Plans

Exhibit B – Sign with Font Options

Exhibit B – Photos of City Entry, Wayfinding and Street Signs

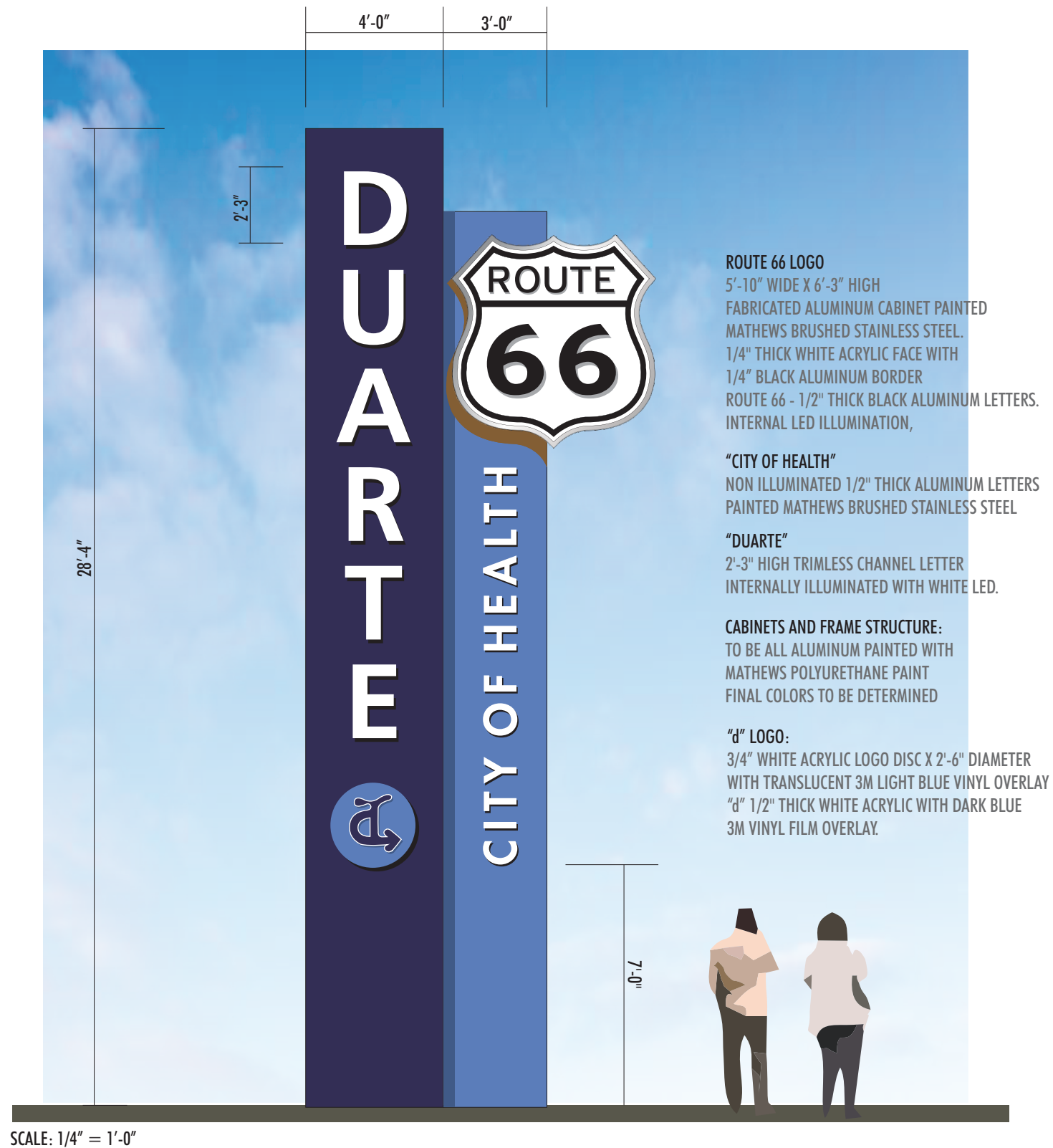


Exercise exploring the highlighting of Route 66 through the City of Duarte



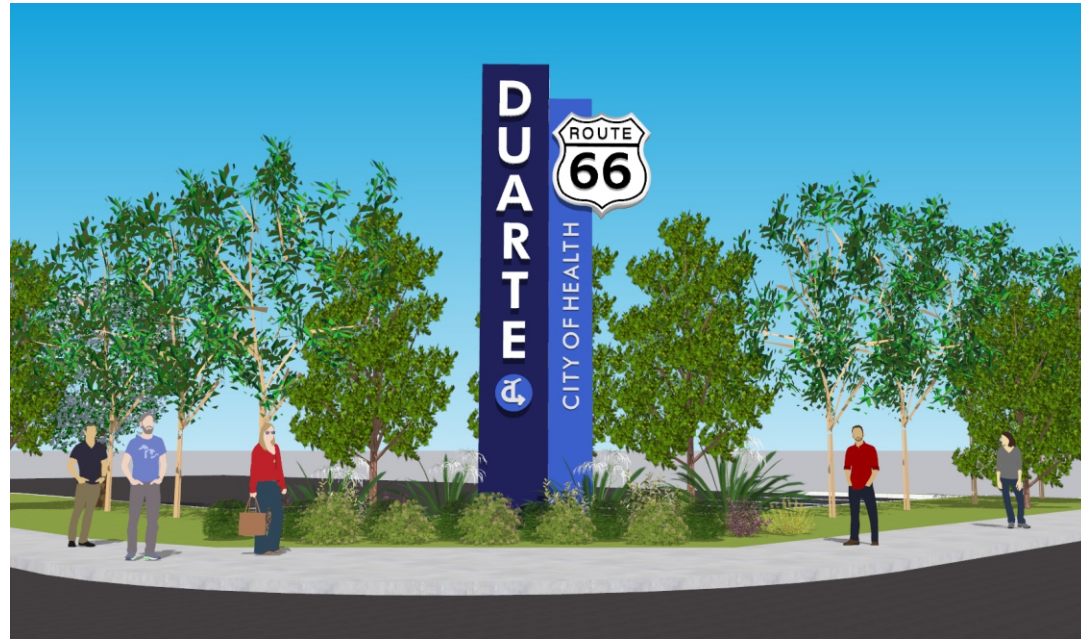
ARCHITECTURAL DESIGN & SIGNS | 1160 RAILROAD STREET CORONA , CA 92882 | 5470 WYNN ROAD #600 | LAS VEGAS, NV 89118 | WWW.AD-S.COM

Exhibit A



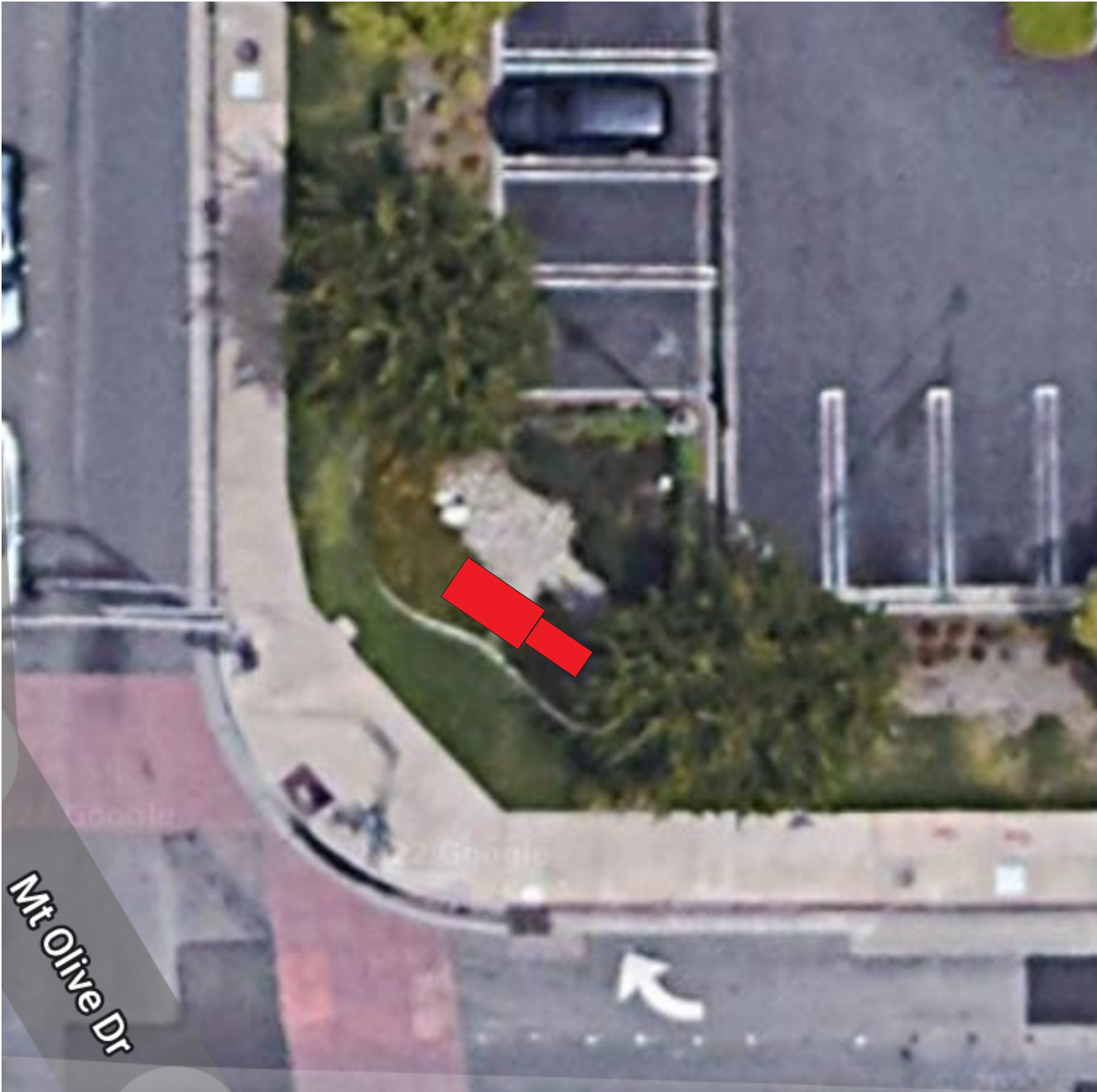
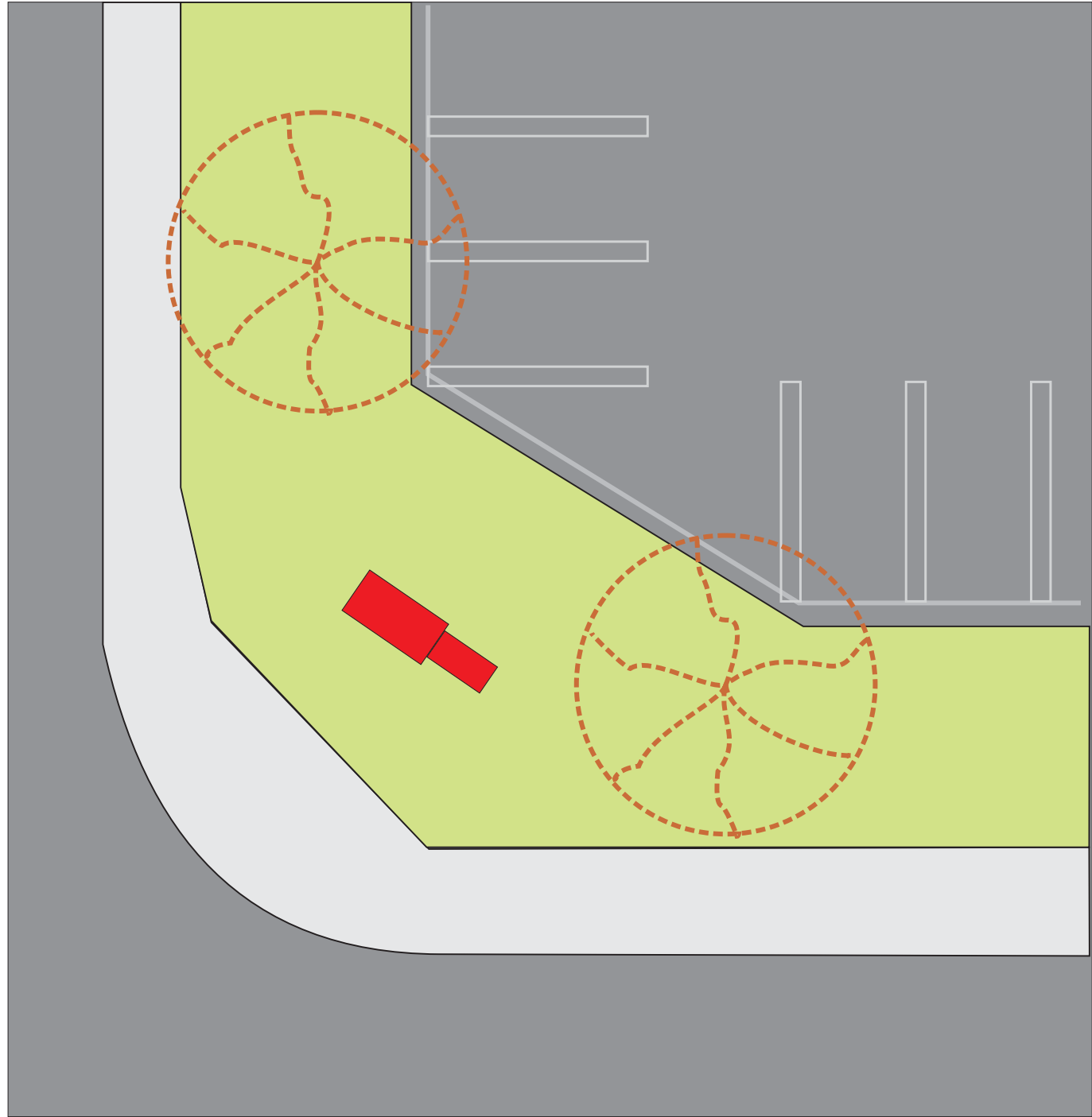
CITY OF DUARTE
 Duarte, CA

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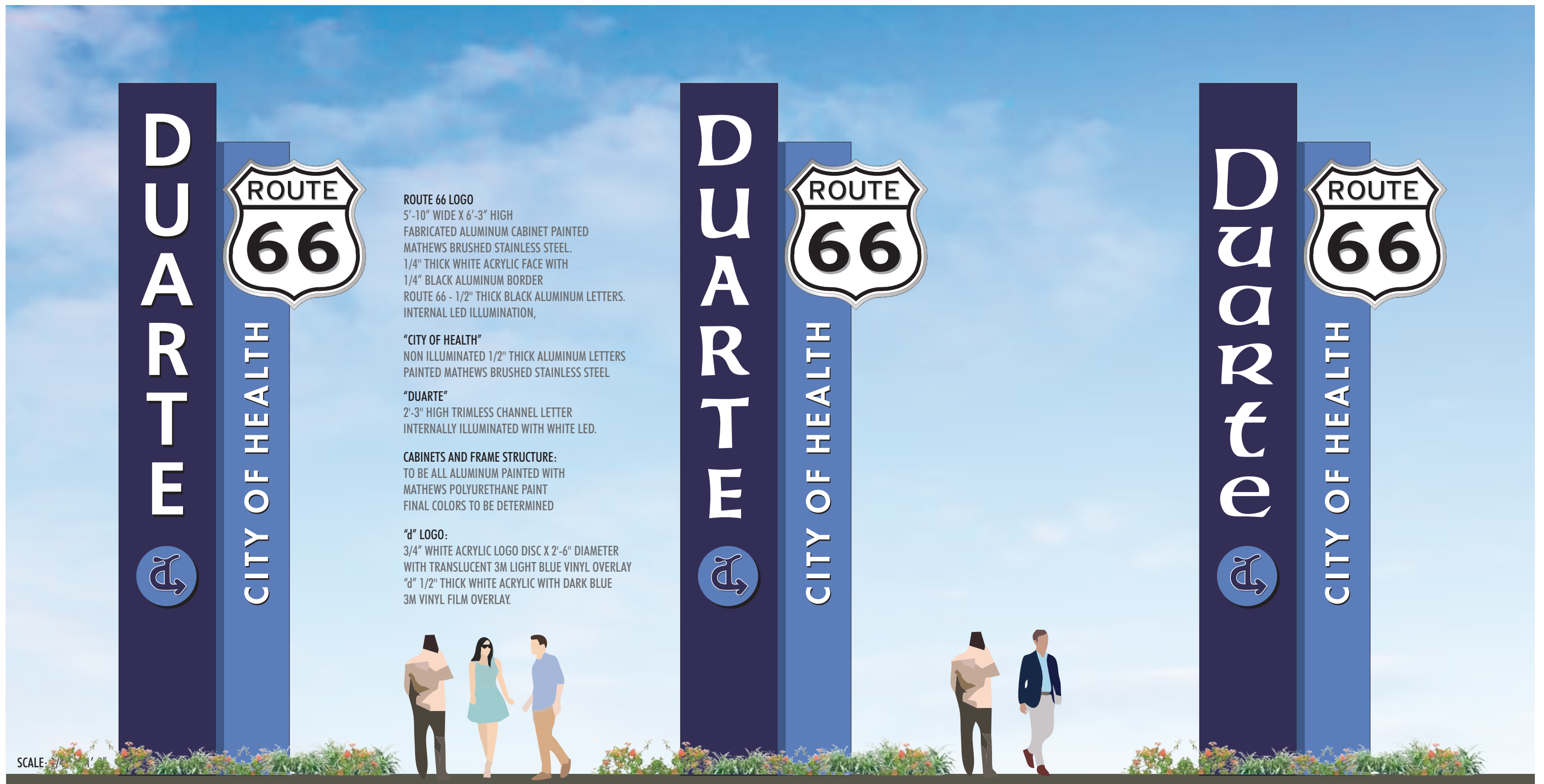


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Duarte, CA

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ROUGH DETAIL OF LOCATION OF SIGN



Option 1: ORIGINAL DESIGN WITH SAN SERIF TYPEFACE
"DUARTE" FONT - FRUTIGER STANDARD.
NOTE: THIS CHOICE WAS BASED ON EASE OF LEGIBILITY.

Option 2: "DUARTE" FONT - MANEGRIM STANDARD
ALL UPPER CASE.
NOTE: THIS FONT IS THE STANDARD FONT USED IN THE CITY LOGO
HOWEVER ALL UPPER CASE LETTERS, AND IS ACCEPTABLE
WITH REGARDS TO LEGIBILITY.

Option 3: "DUARTE" FONT - MANEGRIM STANDARD
UPPER AND LOWER CASE LETTERS.
NOTE: THIS FONT IS THE STANDARD FONT USED IN THE CITY LOGO
HOWEVER IS NOT ADVISED AS FAR AS THE LEGIBILITY IS CONCERNED.

CITY OF DUARTE
Duarte, CA

Exhibit B

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06-20-2023

Exhibit C - Photos of City Entry, Wayfinding and Street Signs



