



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

TUESDAY, FEBRUARY 27, 2024
6:00 PM

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

MISSION STATEMENT

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

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

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

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

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

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

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

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

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

6:00 PM CLOSED SESSION - COUNCIL CHAMBERS

1. CALL TO ORDER AND ROLL CALL
2. ADOPTION OF THE AGENDA
3. PUBLIC COMMENT ON CLOSED SESSION ITEMS - Any person wishing to speak on the Closed Session item may do so at this time. The opportunity to speak is on a first come, first served basis. Each person may speak for 3 minutes.
4. CLOSED SESSION:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code § 54956.8:

Property: 2400-2402 Huntington Dr., Duarte, CA 91010

Agency negotiator: Community Development Director Craig Hensley

Negotiating parties: Roger Kinoshita, Jamboree Housing Corporation

Under negotiation: Price and terms related to the possible disposition/acquisition of real property interest.

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

5. CALL TO ORDER AND ROLL CALL
 - A. [City Manager Written Comments](#)
6. PLEDGE TO THE FLAG

7. CITY ATTORNEY CLOSED SESSION REPORT
8. SPECIAL ITEMS
 - A. Mayor's Youth Council Update
 - B. Introduction of this Year's Youthworks Internship Program Participants
 - C. CSArts Update
 - D. Public Safety Department Update
9. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS
10. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA
11. 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 - February 13, 2024 (CC/HA/FA)
 - D. Approval of Warrants - February 23, 2024 (CC/HA/FA)
 - E. Receive and File the Monthly Financial Update for December 2023
 - F. Receive and File the Public Safety Department Update
 - G. Ordinance No. 922 Purchasing Requirements

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

- H. Second Reading to adopt Ordinance No. 921, adding Section 9.19 to the Duarte Municipal Code ("DMC") that establishes rules and regulations governing the public use of City Facilities

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

- I. Award of Sidewalk Maintenance Contract to Precision Concrete Cutting

It is recommended that the City Council authorize the City Manager to sign a five year agreement with Precision Concrete Cutting for sidewalk maintenance services.

12. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

13. BUSINESS ITEMS

A. [Fiscal Year 2023-24 Mid-Year Budget Report](#)

It is recommended that the City Council receive and file the mid-year budget report and approve the corresponding budget amendments as delineated in Attachment 2.

B. [Fiscal Year 2024-25 Budget Calendar](#)

It is recommended that the City Council approve the attached budget calendar, and set a specific start time and date for its budget workshop.

14. CONTINUATION OF ORAL COMMUNICATIONS

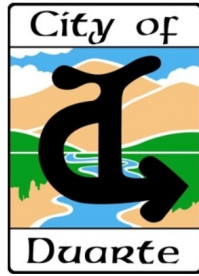
15. ITEMS FROM CITY COUNCIL/HOUSING AUTHORITY/FINANCING AUTHORITY MEMBERS AND CITY MANAGER/EXECUTIVE DIRECTOR/REPORTS OF MEETINGS ATTENDED PER GOVERNMENT CODE SECTION 53232.3

16. 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 22rd day of February 2024.



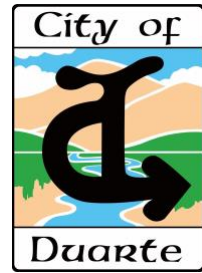
ITEM: 5.A

City Manager Written Comments

Recommended Action:

Attachments:

[CM Comments - February 27, 2024.pdf](#)



MEMORANDUM

TO: City Council
FROM: Brian Villalobos, City Manager
DATE: February 20, 2024
SUBJECT: Comments on Agenda Items, Meeting of February 27, 2024

ITEM 8.A. (Special Items). Mayor’s Youth Council update. The Mayor’s Youth Council will provide an update for the council.

ITEM 8.B. (Special Items). Introduction of this year’s Youthworks Internship Program participants by Teen Center Supervisor Marilyn Mays.

ITEM 8.C. (Special Item). California School of the Arts San Gabriel Valley - CSArts SGV Principal Doctor Greg Endelman will provide an update for the council.

ITEM 8.D. (Special Item). Public Safety Department update - Public Safety Director Breceda will provide an update for the council.

ITEM 11.E. (Consent Calendar). The Finance Department has submitted the monthly report for December 2023 for review.

ITEM 11.F. (Consent Calendar). The Public Safety Department has submitted the monthly report for February 2024 for review.

ITEM 11.G. (Consent Calendar). Second Reading of Purchasing Ordinance No. 922 - Based on a review of surrounding cities we found that it is very common to have a provision in the code that allows the City Council to determine that negotiation, rather than bidding, shall best serve the City due to the specialized nature of supplies, equipment, programs, or services. Please note that this adds another purchasing alternative, but does not replace the other options for purchasing which can continue to be utilized including but not limited to; formal bidding, written quotations, verbal quotations, requests for proposals, emergency purchases, and sole vendor purchasing. There is no fiscal impact.

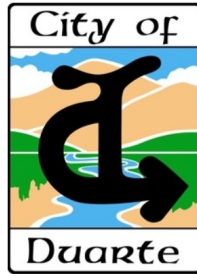
ITEM 11.H. (Consent Calendar). Second Reading of Public Nuisance Ordinance No. 921 - Adding Section 9.19 to the Duarte Municipal Code (“DMC”) establishing rules and regulations governing the public use of City Facilities. The ordinance addresses reported behaviors negatively impacting the community, such as overnight trespassing and unauthorized access to secured employee-only entrances.

ITEM 11.I. (Consent Calendar). Award of Sidewalk Maintenance Contract to Precision Contract Cutting - As a longtime member of the California Joint Powers Insurance Authority (CJPIA), the City of Duarte has the ability to enhance the current sidewalk assessment and maintenance program. In 2015, the CJPIA Executive Committee entered into a master services agreement with Precision Concrete Cutting (PCC) for inspection and maintenance of existing sidewalks at favorable pricing for member agencies. In February 2023, the City hired PCC to complete a citywide assessment of the sidewalks and determine an estimated cost of eliminating potential trip and fall hazards. Now that the City has a comprehensive assessment of raised sidewalks, staff would like to move forward with the maintenance portion of the services provided by PCC. The proposed contract will allow a more proactive approach to concrete repair by identifying and repairing damaged areas that could become a hazard. The contract would be for a five (5) year period beginning April 2024. There is also a provision in the contract for the City to allow five additional one-year extensions. Enhancing the sidewalk assessment process will aid in the continued reduction of trip and fall claims, thereby being more effective in the way the City approaches its Risk Management Plan. Funding

for this contract was included in the FY 23-24 budget in the amount of \$50,000. In future years, funding will be determined in the annual budget process.

ITEM 13.A. (Business Item). Mid-Year Budget Review - Staff has completed the mid-year budget projections for the 2023/24 fiscal year. Currently, fiscal year 2023/24 revenues are estimated to be 7% higher and expenses are estimated to be 2% higher than originally projected. As a result, staff is estimating that the General Fund will reflect a deficit of \$469,600, instead of the \$1.5 million deficit that was originally adopted. This will result in year-end unassigned reserves of \$22 million or 93% of the General Fund expenditures.

ITEM 13.B. (Business Item). Approval of the Fiscal Year 2024-25 Budget Calendar and the selection of a start time and date for the annual budget workshop.



ITEM: 11.C

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

Recommended Action:

Attachments:

[11.C. - Minutes - February 13, 2024.pdf](#)

[11.C. - Minutes - February 13, 2024 Special Meeting.pdf](#)

CITY OF DUARTE

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

**TUESDAY, FEBRUARY 13, 2024
7:26 PM – Regular Session**

1. CALL TO ORDER

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

ROLL CALL:

Councilmembers Present: Finlay, Kang, Lewis, Martin Del Campo, Garcia, Truong

Councilmembers Absent: Schulz

Staff Present: Brian Villalobos, City Manager
Thai Viet Phan, City Attorney
Kristen Petersen, Assistant City Manager / Director of
Administrative Services
Craig Hensley, Director of Community Development
Manuel Enriquez, Director of Parks and Recreation
Larry Breceda, Director of Public Safety Services
Annette Juarez, City Clerk
Andres Rangel, Assistant to the City Manager/PIO
Albert Nunez, Management Aide
Salina Bautista, Permit Technician
Susie Perez, Recreation Supervisor

2. PLEDGE TO THE FLAG

The flag salute was led by Joanna Gee.

3. ADOPTION OF THE AGENDA

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

AYES: FINLAY, KANG, LEWIS, MARTIN DEL CAMPO, GARCIA, TRUONG

NOES: NONE

ABSTAIN: NONE

ABSENT: SCHULZ

4. SPECIAL ITEMS

A. HumanGood Donation to the Duarte Senior Center

Andrew Smith, HumanGood, presented a \$10,000 donation to the Duarte Senior Center. The donation was accepted by Susie Perez, Recreation Supervisor.

B. Community Development Department Update

Director of Community Development Hensley presented the Community Development Department Update which included the development of affordable housing at the Metro parking site, sidewalk and lighting improvements on Evergreen Rd., the annexation of Royal Oaks, Westminster Gardens specific plan revision, the opening of 360 Fitness in the City, and the Starbucks interior renovation.

In response to questions from the Council, he stated that at this time he is unsure whether another Starbucks will be opening in the City, that he would bring back more information about the EV Charging station at a later time, that there are no limitations to the number of same types of businesses allowed in the City, defined affordable housing as required by the County, and gave an update on Mariposa Landscaping performance.

C. Parks and Recreation Department Update

Director of Parks and Recreation Enriquez announced the following upcoming events: 3-on-3 basketball tournament, 20th Annual Cesar Chavez Day of Service, and re-opening of the pool in the upcoming weeks.

In response to questions from the Council, he stated that there is no age limit for the basketball tournament, and at this time the delivery date for the pre-fabricated ADA restroom at Beardslee Park has not been set.

5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

Joanna Gee, Duarte Library, announced upcoming library events.

Assistant to the City Manager Rangel announced upcoming city events.

6. ORAL COMMUNICATIONS – ITEMS NOT ON THE AGENDA

Dr. Andrew Raubitschek expressed his displeasure with the City’s management of the Spinks Canyon/Duarte Wilderness Preserve prescribed burn and lack of notification.

Steve Hernandez expressed his opinion on the statements made by the previous speaker regarding Spinks Canyon/Duarte Wilderness Preserve.

Assistant Fire Chief Steve Cabrera provided a briefing on the Spinks Canyon Fuels Modification Project.

City Manager Villalobos responded to a question posed by the Council stating that the City is in compliance with the Rivers and Mountains Conservancy and the Department of Fish and Wildlife.

7. CONSENT CALENDAR

- A. Approval of absence(s) of City Councilmember(s) from the City Council meeting.
- B. Motion to read all Resolutions and ordinances presented for consideration by Title only and waive further reading. (CC/HA/FA)
- C. Approval of Minutes – January 23, 2024. (CC/HA/FA)
- D. Approval of Warrants – February 13, 2024. (CC/HA/FA)
- E. Receive and file the Community Development Department Update.
- F. Receive and file the Parks and Recreation Department Update.
- G. Award of Contract for the FY 2023-24 CDBG ADA Curb Ramps Project No. 24-7 CDBG Project No. 602643-23 to TVR Construction Engineering LLC in the amount of \$118,550.00; an approval of a budget amendment to use additional CDBG Funds in the amount of \$100,000.00.
- H. Contract with Bucknam Infrastructure Group, Inc in the amount of \$29,742.00 for the update of the Pavement Management Program.

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

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

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

None.

9. PUBLIC HEARINGS

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

Director of Public Safety Breceda presented the report stating that this item is in response to concerns from City Staff and community members about unsafe behaviors at City facilities. The Public Safety Commission reviewed the current Municipal Code and found deficiencies in existing provisions related to rules and regulations governing the public use of City facilities and the proposed Ordinance rectifies the identified deficiencies. The proposed Ordinance authorizes the City Manager to establish facility regulations which provide the flexibility needed to manage City Facilities effectively while allowing the City Council to retain the authority to establish specific rules for particular facilities.

He answered questions posed by the Council describing which facilities are included in the Ordinance; stating that the Ordinance includes a 10:00 p.m. – 6:00 a.m. curfew; and detailed the various enforcement tools authorized by the Ordinance.

Mayor Truong opened the Public Hearing.

Public Comment

None.

Mayor Truong closed the Public Hearing.

Moved by Councilmember Finlay, seconded by Councilmember Kang, and carried by the following vote of the Council to approve the introduction of Ordinance No. 921 for first reading that will add Section 9.19 to the DMC which establishes rules and regulations governing the public use of City Facilities, to be read by number and title only, and waive further reading of the Ordinance.

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

10. BUSINESS ITEMS

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

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

City Manager Villalobos presented the Staff Report stating that the Joint Resolution is a component of the annexation as required by LAFCO; the Joint Resolution transfers property tax revenue, however since HumanGood is a non-profit organization, the dollar amount is \$0; it will become the City’s responsibility to maintain the roadway in front of the property; the City will be responsible for assuming compliance with the National Flood Insurance Program which the City already does for all property in the City; and the City will notify all public utilities and assume the franchise fees.

Moved by Councilmember Finlay, seconded by Councilmember Martin Del Campo, and carried by the following vote of the Council to approve the Joint Resolution between the Board of Supervisors of the County of Los Angeles and the City Council of the City of Duarte Approving and Accepting the Negotiated Exchange of Property Tax Revenue resulting from the Annexation of Territory known as Annexation No. 2023-07 to the City of Duarte and Withdrawal from County Road District No. 5.

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

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

Parks and Recreation Director Enriquez presented the Staff Report stating that in the Summer of 2023, a large group of pickleball players came before the Parks and Recreation Commission to request dedicated pickleball courts. The resurfacing of courts at Royal Oaks Park is part of the City's 2023/24 Capital Improvement Projects and the Commission proposed the idea of permanent pickleball courts at that park. City Staff consulted with some resurfacing contractors and brought the item back to the Commission and the Commission was split in their decision. The City then facilitated a Duarte FlashVote survey and after those results were brought before the Commission, the Commission recommended that the City convert one (1) of existing tennis courts to two (2) permanent pickleball courts (installed with lines and nets) and paint pickleball lines on the tennis court side to allow it to be used as both a tennis court and pickleball courts.

He responded to questions stating that there is enough room for all three courts to be installed, and the space allows for the allotted traffic; there is enough lighting in the area; Staff can look into the reason why there is no lighting at Encanto Park; there are striped courts at the sports complex, however they are not dedicated courts and Staff needs to install the nets prior to events; noise level was taken into consideration; the public has access to tennis courts at the high school;

Moved by Councilmember Finlay, seconded by Councilmember Kang, and carried by the following vote of the Council to approve the pickleball court conversion at Royal Oaks Park.

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

C. Ordinance No. 922 Purchasing Requirements

Assistant to the City Manager/Director of Administrative Services Petersen presented the Item stating the proposed Ordinance would add a provision that would allow the City Council to authorize negotiations and ability to enter into a contract with a vendor that has unique qualifications without having to meet the other requirements. The provision would still allow Staff to do formal bidding, written quotes, verbal quotes, requests for proposals, emergency purchases, and sole vendor purchasing.

In response to questions from the Council, she clarified the definition of a sole source vendor and stated that this provision allows Staff to consider a unique vendor to be treated like a sole source vendor based on unique technical knowledge; and discussed the purchasing process.

Moved by Councilmember Finlay, seconded by Councilmember Martin Del Campo, and carried by the following vote of the Council to approve Ordinance No. 922 to add language to the Duarte Municipal Code relating to Exemptions from Purchasing Requirements.

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

11. CONTINUATION OF ORAL COMMUNICATIONS

None.

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

City Manager Villalobos reported that he attended the League of California Cities City Manager’s Conference; and announced the passing of Brad Patterson, former Duarte Unified School District employee.

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

Councilmember Finlay expressed sentiments about the passing of Brad Patterson and requested that the meeting be adjourned in his memory; congratulated Mayor Truong on his prayer breakfast; reported that she attended Kathryn Barger’s Open House event; commended Staff for the successful Lunar New Year event; discussed her recent trip to El Salvador; and commended the students of CSArts for their recent production.

Councilmember Lewis thanked City Staff for their work; echoed Councilmember Finlay’s request to adjourn the meeting in memory of Brad Patterson; shared the passing of his former neighbor, Angie Easterly and the passing of this Grandmother.

Councilmember Kang thanked Staff for the Lunar New Year event; and inquired about a short term solution to the increase in the homeless population in the area surrounding the Teen Center.

Director of Public Safety Breceda provided information regarding the increase in patrolling near the Teen Center and solutions for the increased camping in that area.

Mayor Pro Tem Garcia commended the Parks & Recreation Department for the Lunar New Year event; wished Mayor Truong a Happy Birthday; and wished everyone a Happy Lunar New Year.

Mayor Truong thanked everyone for their birthday wishes; thanked the Parks & Recreation Department for the Lunar New Year Celebration; expressed his appreciation to everyone that attended the Mayor’s Prayer Breakfast; reported that he attended Supervisor Barger’s Open House event; and wished everyone a Happy Valentine’s Day.

13. ADJOURNMENT

At 8:55 p.m., the City Council adjourned the meeting in memory of Patrick Paddock and Brad Patterson.

Vinh Truong, Mayor

Annette Juarez, City Clerk

CITY OF DUARTE

**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF DUARTE**

TUESDAY, FEBRUARY 13, 2024 – 5:30 PM

1. CALL TO ORDER

Mayor Truong called the Special Meeting to order at 5:33 p.m.

ROLL CALL:

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

2. ORAL COMMUNICATIONS – ITEMS LISTED ON THIS AGENDA

None.

**3. WORKSHOP FOR CITIZENS’ PETITION – DUARTE MARIJUANA RETAIL
SALES REGULATION AND TAXATION MEASURE**

City Manager Villalobos introduced the item stating that the ballot initiative was withdrawn because the City is in active discussion regarding the topic, however the author of the initiative, Attorney Damian Martin, was present; and there is still the possibility that the initiative is refiled for the November 2024 election.

City Attorney Phan provided an overview of the cannabis ballot initiative process.

Assistant City Manager/Director of Administrative Services Petersen gave a brief background of HdL Companies and the report that was prepared to analyze potential impacts of the initiative.

Mark Lovelace, HdL Companies, presented the Impact Report which included an overview of the initiative, land use impacts, zoning and specific plans, permit requirements in commercial zones, the likely demand for permitted uses, cannabis tax revenues, sales tax revenues, annual audits, impacts on crime and public health, fiscal impacts, economic impacts, and impacts to lighting, noise, and traffic.

Discussion ensued between Mr. Lovelace and the Council regarding cannabis deliveries into the City, allowable zones for retail, distance requirements between retail locations and schools, and nearby cannabis retail locations.

Discussion also ensued between Initiative Attorney Damian Martin regarding the Ordinance, other cities that have adopted a similar Ordinance, and why Duarte was selected for the filing of the initiative.

Staff responded to questions regarding law enforcement’s ability to determine whether a driver is under the influence of anything other than alcohol,

Assistant to the City Manager Rangel presented the results of the Duarte FlashVote Cannabis Survey which focused on gaging the community’s perspective. The survey shows slight opposition

to storefront retail sales in Duarte, a median preference of three allowed permits, and a consensus to place retail locations in an industrial zone.

He responded to a question posed by the Council stating that the results of the survey show that there is a slight opposition to storefronts in the City.

Mr. Martin addressed the Council and stated that the initiative was drafted for the City of Duarte because researched showed that it would be an ideal location due to the proximity to the 210 and 605 freeways, there are no other cannabis retail locations nearby, and he has experience with ballot measures in the San Gabriel Valley. He added that the initiative was drafted in a manner that would invite a conversation and negotiation between his partners and the City and discussed the economic benefits to having cannabis dispensaries in the City.

The Council discussed the importance of economic development and bringing more retail storefronts to the City; however there was concern regarding cannabis retailers in the City and the number of proposed retail locations.

It was the consensus of the Council to select option 5 and direct City Staff to conduct further research and obtain additional information regarding the impacts of cannabis dispensaries specifically, further analysis on various numbers of permits, creation of green zones, the incorporation of the Duarte FlashVote survey results into the research, how other cities have chosen to act on these initiatives, types of retail shops, and restrictions on storefront designs.

Public Comment

Steve Hernandez expressed his opposition to the allowance of cannabis retailers in the City of Duarte.

4. ADJOURNMENT – To Scheduled Regular City Council Meeting

At 7:14 p.m. the City Council adjourned the meeting to the scheduled regular City Council Meeting.

Vinh Truong, Mayor

Annette Juarez, City Clerk



ITEM: 11.D

Approval of Warrants - February 23, 2024 (CC/HA/FA)

Recommended Action:

Attachments:

[CC Warrant Register by Account 2-27-2024.pdf](#)

[CC Warrant Register by Vendor 2-28-2024.pdf](#)



City of Duarte

Council Warrant Register By Account By Fund

Payment Dates 2/15/2024 - 2/28/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-1605-7733	DUARTE PETTY CASH/BINGO ...	Senior Center Bingo Prize Money	219486		140.00
100-2026	SAMANTHA MARTINEZ	Equipment Deposit Refund	4194		25.00
100-4201	CLEAN INITIATIVE LLC	Solar Permit Refund (Pmt #2023-192/1631 Brycedale)	219481		269.00
100-1605-7612	CALIFORNIA PARK & RECREAT...	A Castaneda-Salazar Dues 3/1/2024 - 2/28/2025	219477		170.00
100-1610-7652	CHARLES R SIMPSON	TC Exterior Gate Repair	219505		675.00
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Tobacco Enforcement 10/26/2023	4192	202419-Contract Law Enforc...	641.22
100-1820-7771	CHARLES R SIMPSON	Yard Gate Operator Replacement	219505	DMGE091_12/14/23-Metal F...	3,700.00
100-1820-7771	CHARLES R SIMPSON	Yard Gate Repair	219505	DMGE091_12/14/23-Metal F...	2,750.00
100-1605-7730	CAPITAL ONE	Lunar New Year Special Event Supplies	BD24-1003		10.74
100-1610-7618	CAPITAL ONE	City Hall Kitchen Supplies	BD24-1003		91.39
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	4188		351.68
100-1605-7735	CAPITAL ONE	TC Snack Bar Supplies	BD24-1003		176.16
100-1605-7741	CAPITAL ONE	Youth Sports Ball Pump	BD24-1003		37.41
100-1020-7980	ACOSTA GROWERS INC	Annual Awards Plants	219473		132.30
100-1820-7771	CHARLES R SIMPSON	Yard Fence Repair	219505	DMGE090-12-17-23-Metal Fe...	1,675.00
100-1605-7735	DELONG UNLIMITED SCREEN ...	TC CHYLL Sweaters	219484		198.45
100-1405-7614	SMART & FINAL	Office Supplies	4202		51.22
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Services 1/7/2024 - 1/20/2024	4176		6,231.78
100-1610-7618	GRAINGER	CH Restroom Soap Dispensers	4189		264.13
100-1205-7610	U.S. BANK	Larry Breceda Breakfast w/Mayor (Duarte Chamber)	4207		50.00
100-1205-7610	U.S. BANK	LASD Tiwari PS Collab Mtg 1/10/24 (Hope Village)	4207		54.10
100-1205-7614	U.S. BANK	Office Supplies (Target)	4207		63.36
100-1205-7615	U.S. BANK	EOC Radio Connectors/Tool (Home Depot)	4207		60.10
100-1205-7779	U.S. BANK	DART Pickleball Drinks (Sonic)	4207		41.45
100-1205-7779	U.S. BANK	Youth Wrightwood Trip Dinner (Mounrtain High BBQ)	4207		31.00
100-1205-7779	U.S. BANK	A-Team Take Over Supplies (Target)	4207		33.52
100-1205-7779	U.S. BANK	Youth Breakfast 12/27/23 (McDonalds)	4207		42.45
100-1205-7779	U.S. BANK	Youth Snacks 12/27/23 (7-Eleven)	4207		22.81
100-1205-7779	U.S. BANK	Youth Wrightwood Trip Food (Wrightwood Fine Foods)	4207		52.33
100-1205-7779	U.S. BANK	Youth Dinner 1/8/24 (Little Caesars)	4207		60.00
100-1205-7779	U.S. BANK	Youth Dinner 1/18/24 (McDonalds)	4207		61.68
100-1205-7779	U.S. BANK	Youth Wrightwood Trip Snacks (Target)	4207		70.55
100-1205-7779	U.S. BANK	Youth Breakfast 12/27/23 (A&P Donuts)	4207		26.50
100-1205-7779	U.S. BANK	Youth Skate Trip 1/19/24 (Moonlight Rollerway)	4207		104.00
100-1205-7779	U.S. BANK	Youth Lunch 12/27/23 (Little Caesars)	4207		112.32

Council Warrant Register By Account

Payment Dates: 2/15/2024 - 2/28/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1205-7779	U.S. BANK	Youth Wrightwood Trip (Mountain High Resort)	4207		2,120.00
100-1205-7779	U.S. BANK	Youth Skate Event 1/19/24 (David Bowie Skate)	4207		289.25
100-1205-7779	U.S. BANK	Youth Wrightwood Trip Dinner (Mile High Pizza)	4207		73.25
100-1205-7779	U.S. BANK	Youth Skate Trip Meal 1/19/24 (Chick-Fil-A)	4207		156.16
100-1205-7779	U.S. BANK	Youth Wrightwood Trip Breakfast (McDonalds)	4207		160.24
100-1205-7779	U.S. BANK	Youth Dinner 12/27/23 (Ramen Yukinoya)	4207		199.36
100-1205-7980	U.S. BANK	Court Transport/Operation Food (McDonalds)	4207		53.97
100-1205-7980	U.S. BANK	CSO/ACO Interview Panel Lunch (Raffi's)	4207		122.38
100-1610-7652	ALBERTOS PLUMBING	SC Sloan Toilet Valve Replacement	4175		495.00
100-1825-7631	CANON SOLUTIONS AMERICA ...	Permit Tech Printer Maint 12/27/23 - 1/26/24	219478		22.27
100-1205-7780	ONLY CREMATIONS FOR PETS	Deceased Animal Disposal 1/2024	4196		390.00
100-1205-7762	CALE AMERICA INC	WTP Fees 1/2024	4178		287.31
100-1605-7735	DELONG UNLIMITED SCREEN ...	TC Student Intern Photos	219484		132.30
100-1605-7735	SMART & FINAL	TC Snack Bar Supplies	4202		54.19
100-1610-7652	ORTCO INC	ROP Playground Slide Install	219498		1,200.00
100-1610-7652	ECM PECO INC / PRECISION EL...	Change Order 1-City Yard Electrical Design/Eng	219500		2,755.00
100-1610-7652	ECM PECO INC / PRECISION EL...	City Yard Electrical Design & Engineering	219500		2,245.00
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4181		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4181		9.31
100-1610-7618	GRAINGER	CH Restroom Hand Soap	4189		125.60
100-1020-7712	PAGEFREEZER SOFTWARE INC	Social Media Archiever 5/1/2024 - 4/30/2025	4197		2,350.00
100-1605-7730	PARTY PRONTO INC	Eggfest 2024 Petting Zoo	219499		825.00
100-1205-7980	ENTENMANN-ROVIN COMPA...	New Officer Badges (23 & 28)	4185		605.57
100-1020-7724	MARIPOSA LANDSCAPES INC	PO Pkg Lot Landscape Maintenance 1/2024	4193		312.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Greenbank Ave Brush Clearance 1/2024	4193		76.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Duarte Wilderness Park Brush Clearance 1/2024	4193		2,080.00
100-1415-7916	MARIPOSA LANDSCAPES INC	Sports Parks (2) Landscape Maintenance 1/2024	4193		3,426.72
100-1605-7733	SMART & FINAL	SC Sweethearts Dance Supplies	4202		264.47
100-1610-7652	WESTERN EXTERMINATOR C...	Pest/Rodent/Mosquito Control 1/2024	4210		784.01
100-1610-8100	SLATER WATERPROOFING INC	Pool Deck Repairs	219506		82,919.00
100-2127	SLATER WATERPROOFING INC	Retention	219506		-4,145.95
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	4202		192.95
100-2125	REGIONAL TAP SERVICE CENT...	TAP Card Reload 1/2024	219503		10.00
100-1605-7750	INLAND EMPIRE STAGES LTD	Excursion Transportation-Fantasy Springs	219493		2,223.00
100-1405-7800	CHARLES ABBOTT ASSOCIATES...	Building & Safety Svcs 1/2024	4180		16,728.29
100-1205-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 1/2024	219487		63.00
100-1205-7781	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 1/2024	219487		70.00
100-1020-7980	A1 EVENT & PARTY RENTAL	Employee Awards Furnishings	219472		550.00
100-1020-7712	CURO MANAGED PRINT PRO...	Broadband Survey Mailers	219483		3,936.39
100-1605-7745	PRO BOXING EQUIPMENT	TC Boxing Equipment	219501		608.46

Council Warrant Register By Account

Payment Dates: 2/15/2024 - 2/28/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7736	ARK INTERNATIONAL INC	Instructor Fee-Vocal S1 1/9/24 - 1/30/24	4177		109.20
100-1815-7830	CLOUD CONNECT SOLUTIONS	Phone/SD-Wan w/VELO/SIP & E911 Bundle 3/2024	4183		1,667.52
100-1410-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 1/2024	219509		4,049.70
100-1205-7780	SAN GABRIEL VALLEY HUMAN...	Animal Shelter Services 2/2024	4200		5,833.33
100-1605-7733	CURO MANAGED PRINT PRO...	Senior Ctr Signage	219483		18.74
100-1605-7636	CURO MANAGED PRINT PRO...	Uniform Name Tags	219483		8.54
100-1205-7655	THOMSON REUTERS-WEST P...	EOC Software 1/01/2024 - 1/31/2024	4206		215.61
100-1810-7660	CMC LIVESCAN & NOTARY SE...	Livescan Services 1/2024	4184		200.00
100-1405-8100	ARCHITECTURAL DESIGN & SI...	Channel Letters/Cabinet Sign Only Maint (24 Mo)	219474	202317/1405-8100-Other Cap ..	4,400.00
100-1015-7684	CIVICA LAW GROUP, APC	1001 Las Lomas Legal 1/2024	4182		353.00
100-1015-7684	CIVICA LAW GROUP, APC	1307 Bloomdale Legal 1/2024	4182		3,828.40
100-1015-7684	CIVICA LAW GROUP, APC	1939 Wardell Legal 1/2024	4182		300.00
100-1015-7684	CIVICA LAW GROUP, APC	General Code Enforcement Legal 1/2024	4182		971.40
100-1015-7684	CIVICA LAW GROUP, APC	Mendoza v. Duarte Legal 1/2024	4182		6,820.32
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations 1/2024	4182		6,000.00
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations Expenses 1/2024	4182		86.78
100-1015-7684	CIVICA LAW GROUP, APC	Special Prjct-April Cribbs & CARE Court 1/2024	4182		810.60
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 2/1/2024 - 2/29/2024	BD24-0962		485.20
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 2/1/2024 - 2/29/2024	BD24-0963		472.20
100-1205-7780	SAFE LIFE DEFENSE	Animal Control Vests	4199		7,072.76
100-1610-7652	ALBERTOS PLUMBING	PS Sink/Faucet Repairs	4175		645.00
100-1825-7631	CANON SOLUTIONS AMERICA ...	Admin Srvcs Printer Maint 11/4/2023 - 2/3/2024	219478		145.44
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Camera/Alarm Monitoring 3/1/24 - 3/31/24	4198		191.22
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 3/2024	4205		464.20
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Management 3/2024	4205		608.30
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 1/1/24 - 1/31/24	BD24-1004		1,400.62
100-1810-7660	CALIFORNIA STATE DEPARTM...	Fingerprint Apps 1/2024	4179		256.00
100-1610-7618	WAXIE SANITARY SUPPLY	Restroom Keys	4209		4.96
100-1205-7779	ATHZIRI VILLA	DUSD Tutoring Program	219511	202418-FY23-26-Exp-Tutors,S...	450.00
100-1410-7980	GARVEY EQUIPMENT COMPA...	Tools, Supplies & Small Equipment	219490		1,358.96
100-1410-8030	GARVEY EQUIPMENT COMPA...	Tools, Supplies & Small Equipment	219490		613.20
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4181		36.32
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4181		9.31
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	4209		511.47
100-1405-7980	JCL TRAFFIC SERVICES	Winter Storm Road Closure Banner	4191		350.00
100-1605-7733	STAPLES ADVANTAGE	SC Copier Paper & Calendar	4203		105.05
100-1005-7644	CURO MANAGED PRINT PRO...	Headshot Photos (Jody Schulz)	219483		138.08
100-1605-7735	CURO MANAGED PRINT PRO...	TC Fashion Show Tickets	219483		81.15
100-1605-7735	SMART & FINAL	TC Football Fan Event Supplies	4202		211.04
100-1410-7650	RIGHTEOUS TIRE SERVICE INC	Vehicle 4 OTR Service Call (Tire Repair)	219504		200.00
100-1020-7713	J D STROPLE	Museum Broken Window Replacement	219508		850.00
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 2/2024	4186		159.00
100-1605-7733	SMART & FINAL	SC Sweethearts Dance Supplies	4202		66.02
100-1410-7650	HUNTINGTON TIRE & AUTO C...	Vehicle 9 Tires	4190		516.83

Council Warrant Register By Account

Payment Dates: 2/15/2024 - 2/28/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7741	VALIANCE CAPITAL LLC	Youth Basketball Referee 2/10/2024	4208		125.00
100-1605-7741	VALIANCE CAPITAL LLC	Youth Basketball Referee 2/17/2024	4208		225.00
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 2/8/24	4204		160.00
100-1610-7652	ALBERTOS PLUMBING	Beardslee Park Urinal Replacement	4175		1,480.00
100-1805-7653	SECTRAN SECURITY INC	February 2024 Courier Pick-up	4201		345.13
100-1010-7610	BRIAN VILLALOBOS	League of CA Cities Statewide Ed Seminar	219512		107.20
100-1605-7735	VIRIDIANA GARCIA	Youthworks Internshi...	219489		100.00
100-1605-7735	AALIYAH ONTIVEROS	Youthworks Internshi...	219496		100.00
100-1605-7735	MAJESTI HUNTSMAN	Youthworks Internshi...	219492		100.00
100-1605-7735	IKE DEVANCE	Youthworks Internshi...	219485		100.00
100-1605-7735	ALANA URIARTE	Youthworks Internshi...	219510		100.00
100-1605-7735	FYNN CASTILLO	Youthworks Internshi...	219480		100.00
100-1605-7735	LANDEN GRAVES	Youthworks Internshi...	219491		100.00
100-1605-7735	CHAZZ BROWN	Youthworks Internshi...	219476		100.00
100-4815	LI JIANG	Refund Account Credit Balance (Moving)	219494		180.00
100-1825-7626	QUADIENT FINANCE USA INC	Postage for City Hall Meter	219502		5,000.00
100-1825-7626	FEDEX	Document Delivery	219488		88.28
100-1815-7965	MAXTREME INC	IT Helpdesk 2/2024	4195		12,500.00
100-1405-7610	MARVIN CARPIO	ATP Project Traffic Control Mileage Reimbursement	219479		43.55
100-1605-7730	ORIENTAL TRADING COMPANY..	Eggfest 2024 Crafts & Egg Fillers	219497		476.03
Fund 100 - GENERAL FUND Total:					217,877.50
Fund: 220 - GAS TAX FUN					
220-2225-7811	FS CONTRACTORS INC	Asphalt Removal @ Evergreen SW	4187		6,000.00
220-2225-7811	FS CONTRACTORS INC	Mulch Installation @ Evergreen SW	4187		4,700.00
220-2210-7811	WS PAVE INC	1803 Park Rose Ave Sinkhole Repair	4211		3,500.00
Fund 220 - GAS TAX FUN Total:					14,200.00
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2405-7888	CONSOLIDATED ELECTRICAL D...	Electric Utility Box Covers	219482		738.68
240-2410-7915	MARIPOSA LANDSCAPES INC	Misc Locations (8) Landscape Maintenance 1/2024	4193		1,509.99
240-2410-7915	MARIPOSA LANDSCAPES INC	Parks (14) Landscape Maintenance 1/2024	4193		15,723.51
240-2410-7915	MARIPOSA LANDSCAPES INC	City Facilities (4) Landscape Maintenance 1/2024	4193		2,733.32
240-2410-7917	MARIPOSA LANDSCAPES INC	Medians/Pkwys (19) Landscape Maintenance 1/2024	4193		8,312.45
240-2410-7917	MARIPOSA LANDSCAPES INC	Tree Wells (12) Landscape Maintenance 1/2024	4193		459.54
240-2420-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 1/2024	4193		491.67
240-2421-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 1/2024	4193		1,416.67
240-2422-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 1/2024	4193		693.80
240-2423-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 1/2024	4193		1,125.00
240-2424-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 1/2024	4193		775.01
240-2425-7913	MARIPOSA LANDSCAPES INC	Hearthstone Brush Clearance 1/2024	4193		1,166.67
240-2425-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 1/2024	4193		416.67

Council Warrant Register By Account

Payment Dates: 2/15/2024 - 2/28/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
240-2426-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 1/2024	4193		333.33
240-2427-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 1/2024	4193		891.67
240-2431-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 1/2024	4193		891.67
240-2432-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 1/2024	4193		1,175.00
240-2433-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 1/2024	4193		750.00
240-2434-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 1/2024	4193		500.00
240-2435-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 1/2024	4193		750.00
240-2435-7918	MARIPOSA LANDSCAPES INC	Ridgecrest Brush Clearance 1/2024	4193		708.33
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					41,562.98
Fund: 400 - PARK DEVELOPMENT GRANT FUND					
400-4005-7965	STILLWATER ECOSYSTEM, WA...	Fish Cyn Trail -Environmental Plan 1/1/24-1/28/24	219507	202214-Exp-Fish Cyn Trail Res...	2,042.25
Fund 400 - PARK DEVELOPMENT GRANT FUND Total:					2,042.25
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7673	OCCUPATIONAL HEALTH CEN...	DOT Physical/Drug Testing 1/24/2024	219495		247.00
440-4405-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 1/2024	219509		376.72
Fund 440 - PROPOSITION A TRANSIT FUND Total:					623.72
Fund: 460 - PROPOSITION C TRANSIT FUND					
460-4605-7650	AUTOZONE	Vehicle 28 Wiper Blades	219475		37.46
460-4605-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 1/2024	219509		282.53
Fund 460 - PROPOSITION C TRANSIT FUND Total:					319.99
Grand Total:					276,626.44

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	217,877.50
220 - GAS TAX FUN	14,200.00
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	41,562.98
400 - PARK DEVELOPMENT GRANT FUND	2,042.25
440 - PROPOSITION A TRANSIT FUND	623.72
460 - PROPOSITION C TRANSIT FUND	319.99
Grand Total:	276,626.44

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7644	Travel & Exp - Schulz	138.08
100-1010-7610	Travel, Mtgs & Conf	107.20
100-1015-7684	Code Enforcement Legal	19,170.50
100-1020-7712	Community Information ...	6,286.39
100-1020-7713	Historical Museum Bldg...	850.00
100-1020-7724	Post Office Parking	312.00
100-1020-7980	Other Expenses	682.30
100-1205-7610	Travel, Mtgs & Conf	104.10
100-1205-7614	Office Supplies	63.36
100-1205-7615	Emergency Supplies	60.10
100-1205-7650	Vehicle Maintenance	63.00
100-1205-7655	Emergency Services	215.61
100-1205-7762	Parking Pass Kiosk Costs	287.31
100-1205-7779	Youth Programs	4,106.87
100-1205-7780	Animal Control	13,296.09
100-1205-7781	Contract Law Enforceme...	711.22
100-1205-7782	Crossing Guard Contract...	6,231.78
100-1205-7980	Other Expenses	781.92
100-1405-7610	Travel, Mtgs & Conf	43.55
100-1405-7614	Office Supplies	51.22
100-1405-7800	Building Department Ser...	17,685.69
100-1405-7980	Other Expenses	350.00
100-1405-8100	Other Capital Improvem...	4,400.00
100-1410-7650	Vehicle Maintenance	716.83
100-1410-7656	Emergency Generator	160.00
100-1410-7814	Graffiti Removal	4,049.70
100-1410-7815	Brush Clearance	2,156.00
100-1410-7980	Other Expenses	1,358.96
100-1410-8030	Other Equipment (Capita...	613.20
100-1415-7916	Landscape-Sport Park	3,426.72
100-1605-7612	Publications and Dues	170.00
100-1605-7636	Uniforms	8.54
100-1605-7730	Special Events	1,311.77
100-1605-7733	Senior Center	594.28
100-1605-7735	Teen Center	1,653.29
100-1605-7736	Youth & Adult Recreatio...	109.20
100-1605-7741	Sports/Playground Progr...	387.41
100-1605-7745	Boxing Program	608.46
100-1605-7750	Bus Rentals	2,223.00
100-1610-7617	Pool Chemicals	351.68
100-1610-7618	Building Supplies	1,190.50
100-1610-7636	Uniforms	62.01
100-1610-7652	Building Maint Services	10,647.85
100-1610-8100	Other Capital Improvem...	82,919.00
100-1805-7653	Bank Charges	345.13
100-1810-7660	Other Services	456.00
100-1815-7632	Software	1,400.62

Account Summary

Account Number	Account Name	Payment Amount
100-1815-7821	Network & Internet Serv...	608.30
100-1815-7830	Telephone Services	2,131.72
100-1815-7965	Professional Services	12,500.00
100-1820-7771	Repair Of City Property	8,125.00
100-1825-7626	Postage	5,088.28
100-1825-7631	Equipment Maintenance	167.71
100-2026	EE Equipment Deposit	25.00
100-2125	Metro Pass Through (TA...	10.00
100-2127	Retention Payable	-4,145.95
100-4201	Building Permits	269.00
100-4815	Day Camp Fees	180.00
220-2210-7811	Street Maintenance	3,500.00
220-2225-7811	Street Maintenance	10,700.00
240-2405-7888	Repairs-Citywide	738.68
240-2410-7915	Landscape-Citywide	19,966.82
240-2410-7917	Landscape-Medians	8,771.99
240-2420-7914	Landscape Maintenance	491.67
240-2421-7914	Landscape Maintenance	1,416.67
240-2422-7914	Landscape Maintenance	693.80
240-2423-7914	Landscape Maintenance	1,125.00
240-2424-7914	Landscape Maintenance	775.01
240-2425-7913	Brush Clearance	1,166.67
240-2425-7914	Landscape Maintenance	416.67
240-2426-7914	Landscape Maintenance	333.33
240-2427-7914	Landscape Maintenance	891.67
240-2431-7914	Landscape Maintenance	891.67
240-2432-7914	Landscape Maintenance	1,175.00
240-2433-7914	Landscape Maintenance	750.00
240-2434-7914	Landscape Maintenance	500.00
240-2435-7914	Landscape Maintenance	750.00
240-2435-7918	Fuel Modification	708.33
400-4005-7965	Professional Services	2,042.25
440-4405-7673	Physical Exams	247.00
440-4405-7814	Graffiti Removal	376.72
460-4605-7650	Vehicle Maintenance	37.46
460-4605-7814	Graffiti Removal	282.53
Grand Total:		276,626.44

Project Account Summary

Project Account Key	Payment Amount
None	260,967.97
202214-Exp-Fish Cyn Trail Restoration/Access Plan	2,042.25
202317/1405-8100-Other Cap Improv-Route 66 Art	4,400.00
202418-FY23-26-Exp-Tutors,Student Engage,Live Scan	450.00
202419-Contract Law Enforcement-Tobacco Grant	641.22
DMGE090-12-17-23-Metal Fence/Plumbing1850 E Duarte	1,675.00
DMGE091_12/14/23-Metal Fence Damage/1850 E Duarte	6,450.00
Grand Total:	276,626.44



City of Duarte

Council Warrant Register By Vendor By Fund

Payment Dates 2/15/2024 - 2/28/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 5198 - A1 EVENT & PARTY RENTAL					
100-1020-7980	A1 EVENT & PARTY RENTAL	Employee Awards Furnishings	69074		550.00
Vendor 5198 - A1 EVENT & PARTY RENTAL Total:					550.00
Vendor: 6582 - AALIYAH ONTIVEROS					
100-1605-7735	AALIYAH ONTIVEROS	Youthworks Internshi...	2/2024		100.00
Vendor 6582 - AALIYAH ONTIVEROS Total:					100.00
Vendor: 5210 - ACOSTA GROWERS INC					
100-1020-7980	ACOSTA GROWERS INC	Annual Awards Plants	51565		132.30
Vendor 5210 - ACOSTA GROWERS INC Total:					132.30
Vendor: 6583 - ALANA URIARTE					
100-1605-7735	ALANA URIARTE	Youthworks Internshi...	2/2024		100.00
Vendor 6583 - ALANA URIARTE Total:					100.00
Vendor: 5561 - ALBERTOS PLUMBING					
100-1610-7652	ALBERTOS PLUMBING	SC Sloan Toilet Valve Replacement	681939		495.00
100-1610-7652	ALBERTOS PLUMBING	PS Sink/Faucet Repairs	681942		645.00
100-1610-7652	ALBERTOS PLUMBING	Beardslee Park Urinal Replacement	681947		1,480.00
Vendor 5561 - ALBERTOS PLUMBING Total:					2,620.00
Vendor: 6117 - ALL CITY MANAGEMENT SERVICE INC					
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Services 1/7/2024 - 1/20/2024	90670		6,231.78
Vendor 6117 - ALL CITY MANAGEMENT SERVICE INC Total:					6,231.78
Vendor: 4498 - ARCHITECTURAL DESIGN & SIGNS INC					
100-1405-8100	ARCHITECTURAL DESIGN & SI...	Channel Letters/Cabinet Sign Only Maint (24 Mo)	IN0091143	202317/1405-8100-Other Cap ..	4,400.00
Vendor 4498 - ARCHITECTURAL DESIGN & SIGNS INC Total:					4,400.00
Vendor: 6429 - ARK INTERNATIONAL INC					
100-1605-7736	ARK INTERNATIONAL INC	Instructor Fee-Vocal S1 1/9/24 - 1/30/24	10442		109.20
Vendor 6429 - ARK INTERNATIONAL INC Total:					109.20
Vendor: 6450 - ATHZIRI VILLA					
100-1205-7779	ATHZIRI VILLA	DUSD Tutoring Program	1/2024	202418-FY23-26-Exp-Tutors,S...	450.00
Vendor 6450 - ATHZIRI VILLA Total:					450.00
Vendor: 1003 - BRIAN VILLALOBOS					
100-1010-7610	BRIAN VILLALOBOS	League of CA Cities Statewide Ed Seminar	2/7/2024-2/9/2024		107.20
Vendor 1003 - BRIAN VILLALOBOS Total:					107.20
Vendor: 5559 - CALE AMERICA INC					
100-1205-7762	CALE AMERICA INC	WTP Fees 1/2024	178858		287.31
Vendor 5559 - CALE AMERICA INC Total:					287.31
Vendor: 1563 - CALIFORNIA PARK & RECREATION SOCIETY					
100-1605-7612	CALIFORNIA PARK & RECREAT...	A Castaneda-Salazar Dues 3/1/2024 - 2/28/2025	133984-112123		170.00
Vendor 1563 - CALIFORNIA PARK & RECREATION SOCIETY Total:					170.00
Vendor: 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE					
100-1810-7660	CALIFORNIA STATE DEPARTM...	Fingerprint Apps 1/2024	711425		256.00
Vendor 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE Total:					256.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5720 - CANON SOLUTIONS AMERICA INC					
100-1825-7631	CANON SOLUTIONS AMERICA ...	Permit Tech Printer Maint 12/27/23 - 1/26/24	6006905434		22.27
100-1825-7631	CANON SOLUTIONS AMERICA ...	Admin Srvc Printer Maint 11/4/2023 - 2/3/2024	6007024516		145.44
Vendor 5720 - CANON SOLUTIONS AMERICA INC Total:					167.71
Vendor: 6229 - CAPITAL ONE					
100-1605-7730	CAPITAL ONE	Lunar New Year Special Event Supplies	05845		10.74
100-1610-7618	CAPITAL ONE	City Hall Kitchen Supplies	00149		91.39
100-1605-7735	CAPITAL ONE	TC Snack Bar Supplies	87111		176.16
100-1605-7741	CAPITAL ONE	Youth Sports Ball Pump	03707		37.41
Vendor 6229 - CAPITAL ONE Total:					315.70
Vendor: 5120 - CHARLES ABBOTT ASSOCIATES INC					
100-1405-7800	CHARLES ABBOTT ASSOCIATES...	Building & Safety Srvc 1/2024	66914		16,728.29
Vendor 5120 - CHARLES ABBOTT ASSOCIATES INC Total:					16,728.29
Vendor: 2025 - CHARLES R SIMPSON					
100-1610-7652	CHARLES R SIMPSON	TC Exterior Gate Repair	05671087		675.00
100-1820-7771	CHARLES R SIMPSON	Yard Gate Operator Replacement	05671085	DMGE091_12/14/23-Metal F...	3,700.00
100-1820-7771	CHARLES R SIMPSON	Yard Gate Repair	05671083	DMGE091_12/14/23-Metal F...	2,750.00
100-1820-7771	CHARLES R SIMPSON	Yard Fence Repair	05671084	DMGE090-12-17-23-Metal Fe...	1,675.00
Vendor 2025 - CHARLES R SIMPSON Total:					8,800.00
Vendor: 6579 - CHAZZ BROWN					
100-1605-7735	CHAZZ BROWN	Youthworks Internshi...	2/2024		100.00
Vendor 6579 - CHAZZ BROWN Total:					100.00
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4181744970		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4181744970		9.31
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4182478173		36.32
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4182478173		9.31
Vendor 5140 - CINTAS CORPORATION #693 Total:					80.63
Vendor: 6483 - CIVICA LAW GROUP, APC					
100-1015-7684	CIVICA LAW GROUP, APC	1001 Las Lomas Legal 1/2024	12083		353.00
100-1015-7684	CIVICA LAW GROUP, APC	1307 Bloomdale Legal 1/2024	12084		3,828.40
100-1015-7684	CIVICA LAW GROUP, APC	1939 Wardell Legal 1/2024	12085		300.00
100-1015-7684	CIVICA LAW GROUP, APC	General Code Enforcement Legal 1/2024	12086		971.40
100-1015-7684	CIVICA LAW GROUP, APC	Mendoza v. Duarte Legal 1/2024	12087		6,820.32
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations 1/2024	12088		6,000.00
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations Expenses 1/2024	12089		86.78
100-1015-7684	CIVICA LAW GROUP, APC	Special Prjct-April Cribbs & CARE Court 1/2024	12091		810.60
Vendor 6483 - CIVICA LAW GROUP, APC Total:					19,170.50
Vendor: T4719 - CLEAN INITIATIVE LLC					
100-4201	CLEAN INITIATIVE LLC	Solar Permit Refund (Pmt #2023-192/1631 Brycedale)	R99155		269.00
Vendor T4719 - CLEAN INITIATIVE LLC Total:					269.00
Vendor: 6544 - CLOUD CONNECT SOLUTIONS					
100-1815-7830	CLOUD CONNECT SOLUTIONS	Phone/SD-Wan w/VELO/SIP & E911 Bundle 3/2024	1109		1,667.52
Vendor 6544 - CLOUD CONNECT SOLUTIONS Total:					1,667.52
Vendor: 5504 - CMC LIVESCAN & NOTARY SERVICES					
100-1810-7660	CMC LIVESCAN & NOTARY SE...	Livescan Services 1/2024	CMC18040		200.00
Vendor 5504 - CMC LIVESCAN & NOTARY SERVICES Total:					200.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1020-7712	CURO MANAGED PRINT PRO...	Broadband Survey Mailers	7480		3,936.39
100-1605-7733	CURO MANAGED PRINT PRO...	Senior Ctr Signage	7487		18.74
100-1605-7636	CURO MANAGED PRINT PRO...	Uniform Name Tags	7490		8.54
100-1005-7644	CURO MANAGED PRINT PRO...	Headshot Photos (Jody Schulz)	7505		138.08
100-1605-7735	CURO MANAGED PRINT PRO...	TC Fashion Show Tickets	7509		81.15
Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:					4,182.90
Vendor: 3838 - DELONG UNLIMITED SCREEN PRINTING					
100-1605-7735	DELONG UNLIMITED SCREEN ...	TC CHYLL Sweaters	22-10726		198.45
100-1605-7735	DELONG UNLIMITED SCREEN ...	TC Student Intern Photos	22-10737		132.30
Vendor 3838 - DELONG UNLIMITED SCREEN PRINTING Total:					330.75
Vendor: 0476 - DUARTE PETTY CASH/BINGO PRIZE MONEY					
100-1605-7733	DUARTE PETTY CASH/BINGO ...	Senior Center Bingo Prize Money	3/2024		140.00
Vendor 0476 - DUARTE PETTY CASH/BINGO PRIZE MONEY Total:					140.00
Vendor: 4159 - ECM PECO INC / PRECISION ELECTRIC CO					
100-1610-7652	ECM PECO INC / PRECISION EL...	City Yard Electrical Design & Engineering	231858		2,245.00
100-1610-7652	ECM PECO INC / PRECISION EL...	Change Order 1-City Yard Electrical Design/Eng	231858		2,755.00
Vendor 4159 - ECM PECO INC / PRECISION ELECTRIC CO Total:					5,000.00
Vendor: 0082 - ENTENMANN-ROVIN COMPANY					
100-1205-7980	ENTENMANN-ROVIN COMPA...	New Officer Badges (23 & 28)	0179114-IN		605.57
Vendor 0082 - ENTENMANN-ROVIN COMPANY Total:					605.57
Vendor: 1357 - EXECUTIVE ELEVATOR INC					
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 2/2024	104850		159.00
Vendor 1357 - EXECUTIVE ELEVATOR INC Total:					159.00
Vendor: 6237 - FAST 5 HOLDING COMPANY LLC					
100-1205-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 1/2024	6826		63.00
100-1205-7781	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 1/2024	6826		70.00
Vendor 6237 - FAST 5 HOLDING COMPANY LLC Total:					133.00
Vendor: 0087 - FEDEX					
100-1825-7626	FEDEX	Document Delivery	8-410-64432		88.28
Vendor 0087 - FEDEX Total:					88.28
Vendor: 4690 - FULLER ENGINEERING INC					
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	150313		351.68
Vendor 4690 - FULLER ENGINEERING INC Total:					351.68
Vendor: 6580 - FYNN CASTILLO					
100-1605-7735	FYNN CASTILLO	Youthworks Internshi...	2/2024		100.00
Vendor 6580 - FYNN CASTILLO Total:					100.00
Vendor: 4308 - GARVEY EQUIPMENT COMPANY					
100-1410-7980	GARVEY EQUIPMENT COMPA...	Tools, Supplies & Small Equipment	158840		1,358.96
100-1410-8030	GARVEY EQUIPMENT COMPA...	Tools, Supplies & Small Equipment	158840		613.20
Vendor 4308 - GARVEY EQUIPMENT COMPANY Total:					1,972.16
Vendor: 6181 - GOOGLE LLC					
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 1/1/24 - 1/31/24	4897694191		1,400.62
Vendor 6181 - GOOGLE LLC Total:					1,400.62
Vendor: 1092 - GRAINGER					
100-1610-7618	GRAINGER	CH Restroom Soap Dispensers	9974600612		264.13
100-1610-7618	GRAINGER	CH Restroom Hand Soap	9002726835		125.60
Vendor 1092 - GRAINGER Total:					389.73

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6210 - HUNTINGTON TIRE & AUTO CENTER INC					
100-1410-7650	HUNTINGTON TIRE & AUTO C...	Vehicle 9 Tires	58998		516.83
Vendor 6210 - HUNTINGTON TIRE & AUTO CENTER INC Total:					516.83
Vendor: 6404 - IKE DEVANCE					
100-1605-7735	IKE DEVANCE	Youthworks Internshi...	2/2024		100.00
Vendor 6404 - IKE DEVANCE Total:					100.00
Vendor: 1465 - INLAND EMPIRE STAGES LTD					
100-1605-7750	INLAND EMPIRE STAGES LTD	Excursion Transportation- Fantasy Springs	60965		2,223.00
Vendor 1465 - INLAND EMPIRE STAGES LTD Total:					2,223.00
Vendor: 0695 - J D STROPLE					
100-1020-7713	J D STROPLE	Museum Broken Window Replacement	02082024		850.00
Vendor 0695 - J D STROPLE Total:					850.00
Vendor: 3957 - JCL TRAFFIC SERVICES					
100-1405-7980	JCL TRAFFIC SERVICES	Winter Storm Road Closure Banner	122872		350.00
Vendor 3957 - JCL TRAFFIC SERVICES Total:					350.00
Vendor: 6581 - LANDEN GRAVES					
100-1605-7735	LANDEN GRAVES	Youthworks Internshi...	2/2024		100.00
Vendor 6581 - LANDEN GRAVES Total:					100.00
Vendor: T4783 - LI JIANG					
100-4815	LI JIANG	Refund Account Credit Balance (Moving)	2001718.002		180.00
Vendor T4783 - LI JIANG Total:					180.00
Vendor: 5761 - LIFE STORAGE #530					
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 2/1/2024 - 2/29/2024	213514482		485.20
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 2/1/2024 - 2/29/2024	213514658		472.20
Vendor 5761 - LIFE STORAGE #530 Total:					957.40
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Tobacco Enforcement 10/26/2023	241367EC	202419-Contract Law Enforc...	641.22
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					641.22
Vendor: 6405 - MAJESTI HUNTSMAN					
100-1605-7735	MAJESTI HUNTSMAN	Youthworks Internshi...	2/2024		100.00
Vendor 6405 - MAJESTI HUNTSMAN Total:					100.00
Vendor: 4434 - MARIPOSA LANDSCAPES INC					
100-1020-7724	MARIPOSA LANDSCAPES INC	PO Pkg Lot Landscape Maintenance 1/2024	106207		312.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Greenbank Ave Brush Clearance 1/2024	106207		76.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Duarte Wilderness Park Brush Clearance 1/2024	106207		2,080.00
100-1415-7916	MARIPOSA LANDSCAPES INC	Sports Parks (2) Landscape Maintenance 1/2024	106207		3,426.72
Vendor 4434 - MARIPOSA LANDSCAPES INC Total:					5,894.72
Vendor: 6470 - MARVIN CARPIO					
100-1405-7610	MARVIN CARPIO	ATP Project Traffic Control Mileage Reimbursement	1/16/24-2/15/24		43.55
Vendor 6470 - MARVIN CARPIO Total:					43.55
Vendor: 4286 - MAXTREME INC					
100-1815-7965	MAXTREME INC	IT Helpdesk 2/2024	13719		12,500.00
Vendor 4286 - MAXTREME INC Total:					12,500.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6280 - ONLY CREMATIONS FOR PETS					
100-1205-7780	ONLY CREMATIONS FOR PETS	Deceased Animal Disposal 1/2024	3116910		390.00
Vendor 6280 - ONLY CREMATIONS FOR PETS Total:					390.00
Vendor: 0515 - ORIENTAL TRADING COMPANY INC					
100-1605-7730	ORIENTAL TRADING COMPANY..	Eggfest 2024 Crafts & Egg Fillers	72969332001		476.03
Vendor 0515 - ORIENTAL TRADING COMPANY INC Total:					476.03
Vendor: 4847 - ORTCO INC					
100-1610-7652	ORTCO INC	ROP Playground Slide Install	2023-2222		1,200.00
Vendor 4847 - ORTCO INC Total:					1,200.00
Vendor: 6575 - PAGEFREEZER SOFTWARE INC					
100-1020-7712	PAGEFREEZER SOFTWARE INC	Social Media Archiever 5/1/2024 - 4/30/2025	INV-15616		2,350.00
Vendor 6575 - PAGEFREEZER SOFTWARE INC Total:					2,350.00
Vendor: 6286 - PARTY PRONTO INC					
100-1605-7730	PARTY PRONTO INC	Eggfest 2024 Petting Zoo	O42979		825.00
Vendor 6286 - PARTY PRONTO INC Total:					825.00
Vendor: 2466 - POST ALARM SYSTEMS					
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Camera/Alarm Monitoring 3/1/24 - 3/31/24	1657971		191.22
Vendor 2466 - POST ALARM SYSTEMS Total:					191.22
Vendor: 5489 - PRO BOXING EQUIPMENT					
100-1605-7745	PRO BOXING EQUIPMENT	TC Boxing Equipment	003486		608.46
Vendor 5489 - PRO BOXING EQUIPMENT Total:					608.46
Vendor: 4616 - QUADIEN FINANCE USA INC					
100-1825-7626	QUADIEN FINANCE USA INC	Postage for City Hall Meter	2142024		5,000.00
Vendor 4616 - QUADIEN FINANCE USA INC Total:					5,000.00
Vendor: 6057 - REGIONAL TAP SERVICE CENTER					
100-2125	REGIONAL TAP SERVICE CENT...	TAP Card Reload 1/2024	6022052		10.00
Vendor 6057 - REGIONAL TAP SERVICE CENTER Total:					10.00
Vendor: 6576 - RIGHTEOUS TIRE SERVICE INC					
100-1410-7650	RIGHTEOUS TIRE SERVICE INC	Vehicle 4 OTR Service Call (Tire Repair)	000369		200.00
Vendor 6576 - RIGHTEOUS TIRE SERVICE INC Total:					200.00
Vendor: 6577 - SAFE LIFE DEFENSE					
100-1205-7780	SAFE LIFE DEFENSE	Animal Control Vests	32334489		7,072.76
Vendor 6577 - SAFE LIFE DEFENSE Total:					7,072.76
Vendor: 6014 - SAMANTHA MARTINEZ					
100-2026	SAMANTHA MARTINEZ	Equipment Deposit Refund	8012023		25.00
Vendor 6014 - SAMANTHA MARTINEZ Total:					25.00
Vendor: 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY					
100-1205-7780	SAN GABRIEL VALLEY HUMAN...	Animal Shelter Services 2/2024	2/2024D		5,833.33
Vendor 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY Total:					5,833.33
Vendor: 6277 - SECTRAN SECURITY INC					
100-1805-7653	SECTRAN SECURITY INC	February 2024 Courier Pick-up	24020648		345.13
Vendor 6277 - SECTRAN SECURITY INC Total:					345.13
Vendor: 6549 - SLATER WATERPROOFING INC					
100-1610-8100	SLATER WATERPROOFING INC	Pool Deck Repairs	4497		82,919.00
100-2127	SLATER WATERPROOFING INC	Retention	4497		-4,145.95
Vendor 6549 - SLATER WATERPROOFING INC Total:					78,773.05
Vendor: 0209 - SMART & FINAL					
100-1405-7614	SMART & FINAL	Office Supplies	225766		51.22
100-1605-7735	SMART & FINAL	TC Snack Bar Supplies	876955		54.19
100-1605-7733	SMART & FINAL	SC Sweethearts Dance Supplies	330577		264.47
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	549922		192.95

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1605-7735	SMART & FINAL	TC Football Fan Event Supplies	903088		211.04
100-1605-7733	SMART & FINAL	SC Sweethearts Dance Supplies	428955		66.02
Vendor 0209 - SMART & FINAL Total:					839.89
Vendor: 2688 - STAPLES ADVANTAGE					
100-1605-7733	STAPLES ADVANTAGE	SC Copier Paper & Calendar	3559184870		105.05
Vendor 2688 - STAPLES ADVANTAGE Total:					105.05
Vendor: 1610 - SUNWEST ENGINEERING					
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 2/8/24	SA-42600		160.00
Vendor 1610 - SUNWEST ENGINEERING Total:					160.00
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
100-1410-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 1/2024	18007		4,049.70
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					4,049.70
Vendor: 5029 - THE TECHNOLOGY DEPOT INC					
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 3/2024	25626		464.20
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Management 3/2024	25627		608.30
Vendor 5029 - THE TECHNOLOGY DEPOT INC Total:					1,072.50
Vendor: 5581 - THOMSON REUTERS-WEST PUBLISHING CORP					
100-1205-7655	THOMSON REUTERS-WEST P...	EOC Software 1/01/2024 - 1/31/2024	849666651		215.61
Vendor 5581 - THOMSON REUTERS-WEST PUBLISHING CORP Total:					215.61
Vendor: 4484 - U.S. BANK					
100-1205-7610	U.S. BANK	LASD Tiwari PS Collab Mtg 1/10/24 (Hope Village)	10252024LB		54.10
100-1205-7610	U.S. BANK	Larry Breceda Breakfast w/Mayor (Duarte Chamber)	10252024LB		50.00
100-1205-7614	U.S. BANK	Office Supplies (Target)	10252024LB		63.36
100-1205-7615	U.S. BANK	EOC Radio Connectors/Tool (Home Depot)	10252024LB		60.10
100-1205-7779	U.S. BANK	Youth Breakfast 12/27/23 (A&P Donuts)	10252024LB		26.50
100-1205-7779	U.S. BANK	Youth Wrightwood Trip Dinner (Mounrtain High BBQ)	10252024LB		31.00
100-1205-7779	U.S. BANK	Youth Wrightwood Trip Food (Wrightwood Fine Foods)	10252024LB		52.33
100-1205-7779	U.S. BANK	A-Team Take Over Supplies (Target)	10252024LB		33.52
100-1205-7779	U.S. BANK	Youth Dinner 1/8/24 (Little Caesars)	10252024LB		60.00
100-1205-7779	U.S. BANK	Youth Dinner 1/18/24 (McDonalds)	10252024LB		61.68
100-1205-7779	U.S. BANK	Youth Snacks 12/27/23 (7-Eleven)	10252024LB		22.81
100-1205-7779	U.S. BANK	Youth Skate Trip 1/19/24 (Moonlight Rollerway)	10252024LB		104.00
100-1205-7779	U.S. BANK	Youth Wrightwood Trip Dinner (Mile High Pizza)	10252024LB		73.25
100-1205-7779	U.S. BANK	DART Pickleball Drinks (Sonic)	10252024LB		41.45
100-1205-7779	U.S. BANK	Youth Lunch 12/27/23 (Little Caesars)	10252024LB		112.32
100-1205-7779	U.S. BANK	Youth Skate Trip Meal 1/19/24 (Chick-Fil-A)	10252024LB		156.16
100-1205-7779	U.S. BANK	Youth Wrightwood Trip Breakfast (McDonalds)	10252024LB		160.24
100-1205-7779	U.S. BANK	Youth Dinner 12/27/23 (Ramen Yukinoya)	10252024LB		199.36
100-1205-7779	U.S. BANK	Youth Skate Event 1/19/24 (David Bowie Skate)	10252024LB		289.25
100-1205-7779	U.S. BANK	Youth Wrightwood Trip (Mountain High Resort)	10252024LB		2,120.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1205-7779	U.S. BANK	Youth Wrightwood Trip Snacks (Target)	10252024LB		70.55
100-1205-7779	U.S. BANK	Youth Breakfast 12/27/23 (McDonalds)	10252024LB		42.45
100-1205-7980	U.S. BANK	CSO/ACO Interview Panel Lunch (Raffi's)	10252024LB		122.38
100-1205-7980	U.S. BANK	Court Transport/Operation Food (McDonalds)	10252024LB		53.97
Vendor 4484 - U.S. BANK Total:					4,060.78
Vendor: 6572 - VALIANCE CAPITAL LLC					
100-1605-7741	VALIANCE CAPITAL LLC	Youth Basketball Referee 2/10/2024	915002 - DT		125.00
100-1605-7741	VALIANCE CAPITAL LLC	Youth Basketball Referee 2/17/2024	915004 - DT		225.00
Vendor 6572 - VALIANCE CAPITAL LLC Total:					350.00
Vendor: 6519 - VIRIDIANA GARCIA					
100-1605-7735	VIRIDIANA GARCIA	Youthworks Internshi...	2/2024		100.00
Vendor 6519 - VIRIDIANA GARCIA Total:					100.00
Vendor: 0237 - WAXIE SANITARY SUPPLY					
100-1610-7618	WAXIE SANITARY SUPPLY	Restroom Keys	82263320		4.96
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	82268741		511.47
Vendor 0237 - WAXIE SANITARY SUPPLY Total:					516.43
Vendor: 5992 - WESTERN EXTERMINATOR COMPANY					
100-1610-7652	WESTERN EXTERMINATOR C...	Pest/Rodent/Mosquito Control 1/2024	358233C		784.01
Vendor 5992 - WESTERN EXTERMINATOR COMPANY Total:					784.01
Fund 100 - GENERAL FUND Total:					217,877.50
Fund: 220 - GAS TAX FUN					
Vendor: 5406 - FS CONTRACTORS INC					
220-2225-7811	FS CONTRACTORS INC	Asphalt Removal @ Evergreen SW	3366		6,000.00
220-2225-7811	FS CONTRACTORS INC	Mulch Installation @ Evergreen SW	3368		4,700.00
Vendor 5406 - FS CONTRACTORS INC Total:					10,700.00
Vendor: 1124 - WS PAVE INC					
220-2210-7811	WS PAVE INC	1803 Park Rose Ave Sinkhole Repair	5475		3,500.00
Vendor 1124 - WS PAVE INC Total:					3,500.00
Fund 220 - GAS TAX FUN Total:					14,200.00
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 4686 - CONSOLIDATED ELECTRICAL DISTRIBUTORS INC					
240-2405-7888	CONSOLIDATED ELECTRICAL D...	Electric Utility Box Covers	3301-1015319		738.68
Vendor 4686 - CONSOLIDATED ELECTRICAL DISTRIBUTORS INC Total:					738.68
Vendor: 4434 - MARIPOSA LANDSCAPES INC					
240-2410-7915	MARIPOSA LANDSCAPES INC	Misc Locations (8) Landscape Maintenance 1/2024	106207		1,509.99
240-2410-7915	MARIPOSA LANDSCAPES INC	City Facilities (4) Landscape Maintenance 1/2024	106207		2,733.32
240-2410-7915	MARIPOSA LANDSCAPES INC	Parks (14) Landscape Maintenance 1/2024	106207		15,723.51
240-2410-7917	MARIPOSA LANDSCAPES INC	Medians/Pkwys (19) Landscape Maintenance 1/2024	106207		8,312.45
240-2410-7917	MARIPOSA LANDSCAPES INC	Tree Wells (12) Landscape Maintenance 1/2024	106207		459.54
240-2420-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 1/2024	106207		491.67
240-2421-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 1/2024	106207		1,416.67

Council Warrant Register By Vendor

Payment Dates: 2/15/2024 - 2/28/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
240-2422-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 1/2024	106207		693.80
240-2423-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 1/2024	106207		1,125.00
240-2424-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 1/2024	106207		775.01
240-2425-7913	MARIPOSA LANDSCAPES INC	Hearthstone Brush Clearance 1/2024	106207		1,166.67
240-2425-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 1/2024	106207		416.67
240-2426-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 1/2024	106207		333.33
240-2427-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 1/2024	106207		891.67
240-2431-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 1/2024	106207		891.67
240-2432-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 1/2024	106207		1,175.00
240-2433-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 1/2024	106207		750.00
240-2434-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 1/2024	106207		500.00
240-2435-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 1/2024	106207		750.00
240-2435-7918	MARIPOSA LANDSCAPES INC	Ridgecrest Brush Clearance 1/2024	106207		708.33
Vendor 4434 - MARIPOSA LANDSCAPES INC Total:					40,824.30
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					41,562.98
Fund: 400 - PARK DEVELOPMENT GRANT FUND					
Vendor: 6526 - STILLWATER ECOSYSTEM, WATERSHED & RIVERINE SCIENCES					
400-4005-7965	STILLWATER ECOSYSTEM, WA...	Fish Cyn Trail -Environmental Plan 1/1/24-1/28/24	10420005	202214-Exp-Fish Cyn Trail Res...	2,042.25
Vendor 6526 - STILLWATER ECOSYSTEM, WATERSHED & RIVERINE SCIENCES Total:					2,042.25
Fund 400 - PARK DEVELOPMENT GRANT FUND Total:					2,042.25
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 6317 - OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA					
440-4405-7673	OCCUPATIONAL HEALTH CEN...	DOT Physical/Drug Testing 1/24/2024	82022925		247.00
Vendor 6317 - OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA Total:					247.00
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
440-4405-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 1/2024	18007		376.72
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					376.72
Fund 440 - PROPOSITION A TRANSIT FUND Total:					623.72
Fund: 460 - PROPOSITION C TRANSIT FUND					
Vendor: 1491 - AUTOZONE					
460-4605-7650	AUTOZONE	Vehicle 28 Wiper Blades	2814225075		37.46
Vendor 1491 - AUTOZONE Total:					37.46
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
460-4605-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 1/2024	18007		282.53
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					282.53
Fund 460 - PROPOSITION C TRANSIT FUND Total:					319.99
Grand Total:					276,626.44

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	217,877.50
220 - GAS TAX FUN	14,200.00
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	41,562.98
400 - PARK DEVELOPMENT GRANT FUND	2,042.25
440 - PROPOSITION A TRANSIT FUND	623.72
460 - PROPOSITION C TRANSIT FUND	319.99
Grand Total:	276,626.44

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7644	Travel & Exp - Schulz	138.08
100-1010-7610	Travel, Mtgs & Conf	107.20
100-1015-7684	Code Enforcement Legal	19,170.50
100-1020-7712	Community Information ...	6,286.39
100-1020-7713	Historical Museum Bldg...	850.00
100-1020-7724	Post Office Parking	312.00
100-1020-7980	Other Expenses	682.30
100-1205-7610	Travel, Mtgs & Conf	104.10
100-1205-7614	Office Supplies	63.36
100-1205-7615	Emergency Supplies	60.10
100-1205-7650	Vehicle Maintenance	63.00
100-1205-7655	Emergency Services	215.61
100-1205-7762	Parking Pass Kiosk Costs	287.31
100-1205-7779	Youth Programs	4,106.87
100-1205-7780	Animal Control	13,296.09
100-1205-7781	Contract Law Enforceme...	711.22
100-1205-7782	Crossing Guard Contract...	6,231.78
100-1205-7980	Other Expenses	781.92
100-1405-7610	Travel, Mtgs & Conf	43.55
100-1405-7614	Office Supplies	51.22
100-1405-7800	Building Department Ser...	17,685.69
100-1405-7980	Other Expenses	350.00
100-1405-8100	Other Capital Improvem...	4,400.00
100-1410-7650	Vehicle Maintenance	716.83
100-1410-7656	Emergency Generator	160.00
100-1410-7814	Graffiti Removal	4,049.70
100-1410-7815	Brush Clearance	2,156.00
100-1410-7980	Other Expenses	1,358.96
100-1410-8030	Other Equipment (Capita...	613.20
100-1415-7916	Landscape-Sport Park	3,426.72
100-1605-7612	Publications and Dues	170.00
100-1605-7636	Uniforms	8.54
100-1605-7730	Special Events	1,311.77
100-1605-7733	Senior Center	594.28
100-1605-7735	Teen Center	1,653.29
100-1605-7736	Youth & Adult Recreatio...	109.20
100-1605-7741	Sports/Playground Progr...	387.41
100-1605-7745	Boxing Program	608.46
100-1605-7750	Bus Rentals	2,223.00
100-1610-7617	Pool Chemicals	351.68
100-1610-7618	Building Supplies	1,190.50
100-1610-7636	Uniforms	62.01
100-1610-7652	Building Maint Services	10,647.85
100-1610-8100	Other Capital Improvem...	82,919.00
100-1805-7653	Bank Charges	345.13
100-1810-7660	Other Services	456.00
100-1815-7632	Software	1,400.62

Account Summary

Account Number	Account Name	Payment Amount
100-1815-7821	Network & Internet Serv...	608.30
100-1815-7830	Telephone Services	2,131.72
100-1815-7965	Professional Services	12,500.00
100-1820-7771	Repair Of City Property	8,125.00
100-1825-7626	Postage	5,088.28
100-1825-7631	Equipment Maintenance	167.71
100-2026	EE Equipment Deposit	25.00
100-2125	Metro Pass Through (TA...	10.00
100-2127	Retention Payable	-4,145.95
100-4201	Building Permits	269.00
100-4815	Day Camp Fees	180.00
220-2210-7811	Street Maintenance	3,500.00
220-2225-7811	Street Maintenance	10,700.00
240-2405-7888	Repairs-Citywide	738.68
240-2410-7915	Landscape-Citywide	19,966.82
240-2410-7917	Landscape-Medians	8,771.99
240-2420-7914	Landscape Maintenance	491.67
240-2421-7914	Landscape Maintenance	1,416.67
240-2422-7914	Landscape Maintenance	693.80
240-2423-7914	Landscape Maintenance	1,125.00
240-2424-7914	Landscape Maintenance	775.01
240-2425-7913	Brush Clearance	1,166.67
240-2425-7914	Landscape Maintenance	416.67
240-2426-7914	Landscape Maintenance	333.33
240-2427-7914	Landscape Maintenance	891.67
240-2431-7914	Landscape Maintenance	891.67
240-2432-7914	Landscape Maintenance	1,175.00
240-2433-7914	Landscape Maintenance	750.00
240-2434-7914	Landscape Maintenance	500.00
240-2435-7914	Landscape Maintenance	750.00
240-2435-7918	Fuel Modification	708.33
400-4005-7965	Professional Services	2,042.25
440-4405-7673	Physical Exams	247.00
440-4405-7814	Graffiti Removal	376.72
460-4605-7650	Vehicle Maintenance	37.46
460-4605-7814	Graffiti Removal	282.53
Grand Total:		276,626.44

Project Account Summary

Project Account Key	Payment Amount
None	260,967.97
202214-Exp-Fish Cyn Trail Restoration/Access Plan	2,042.25
202317/1405-8100-Other Cap Improv-Route 66 Art	4,400.00
202418-FY23-26-Exp-Tutors,Student Engage,Live Scan	450.00
202419-Contract Law Enforcement-Tobacco Grant	641.22
DMGE090-12-17-23-Metal Fence/Plumbing1850 E Duarte	1,675.00
DMGE091_12/14/23-Metal Fence Damage/1850 E Duarte	6,450.00
Grand Total:	276,626.44



ITEM: 11.E

Receive and File the Monthly Financial Update for December 2023

Recommended Action:

Attachments:

[11.E. - Monthly Financial Report for December 2023.pdf](#)



City of Duarte

MONTHLY FINANCIAL REPORT

**Month Ended December 30, 2023
(50.0% of FY 2023-24 Completed)**

Contents

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Treasury Report

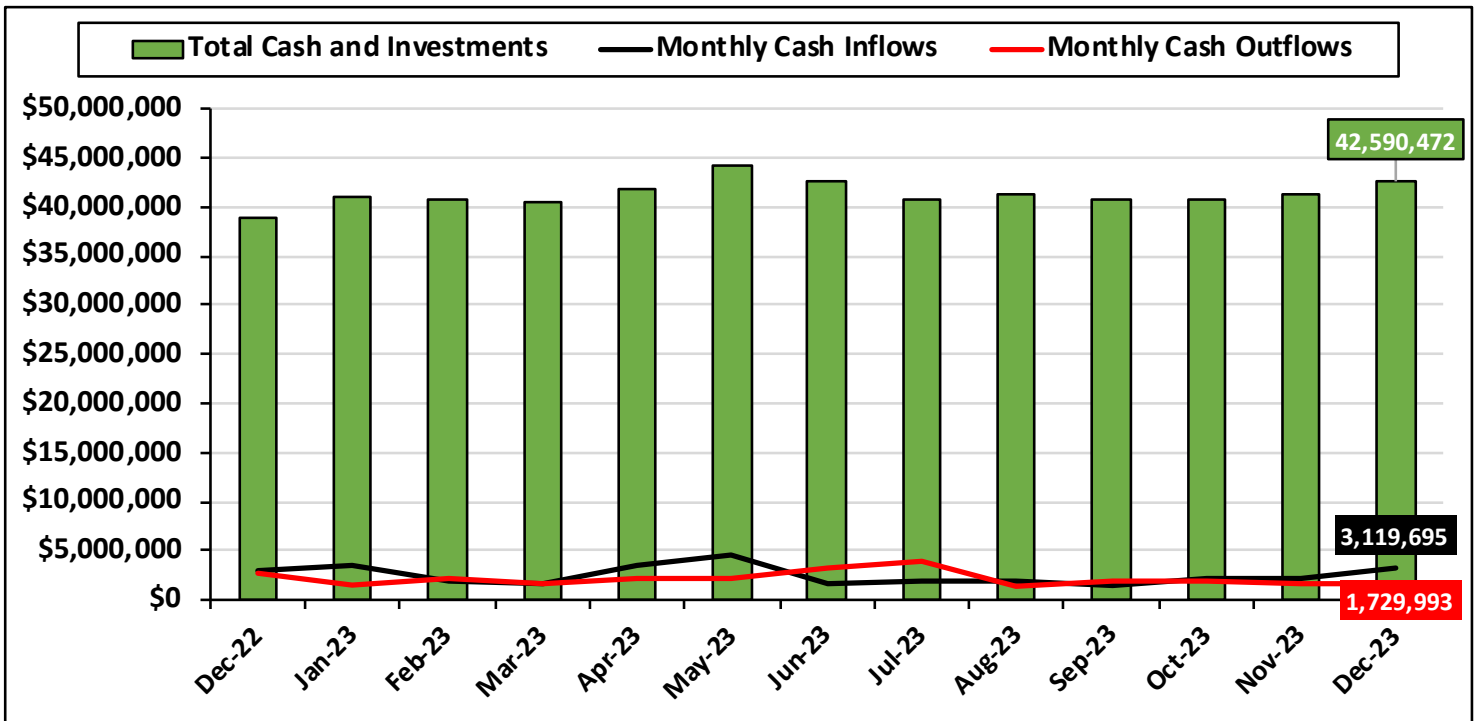
Monthly Activity and Balances	2
Cash Balance by Fund	3

Budget-to-Actual Report

General Fund Revenue Dashboard	4-6
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Revenue, Expenditures, Transfers and Surplus/Deficit by Fund	12
Components of Fund Balance in the General Fund	13

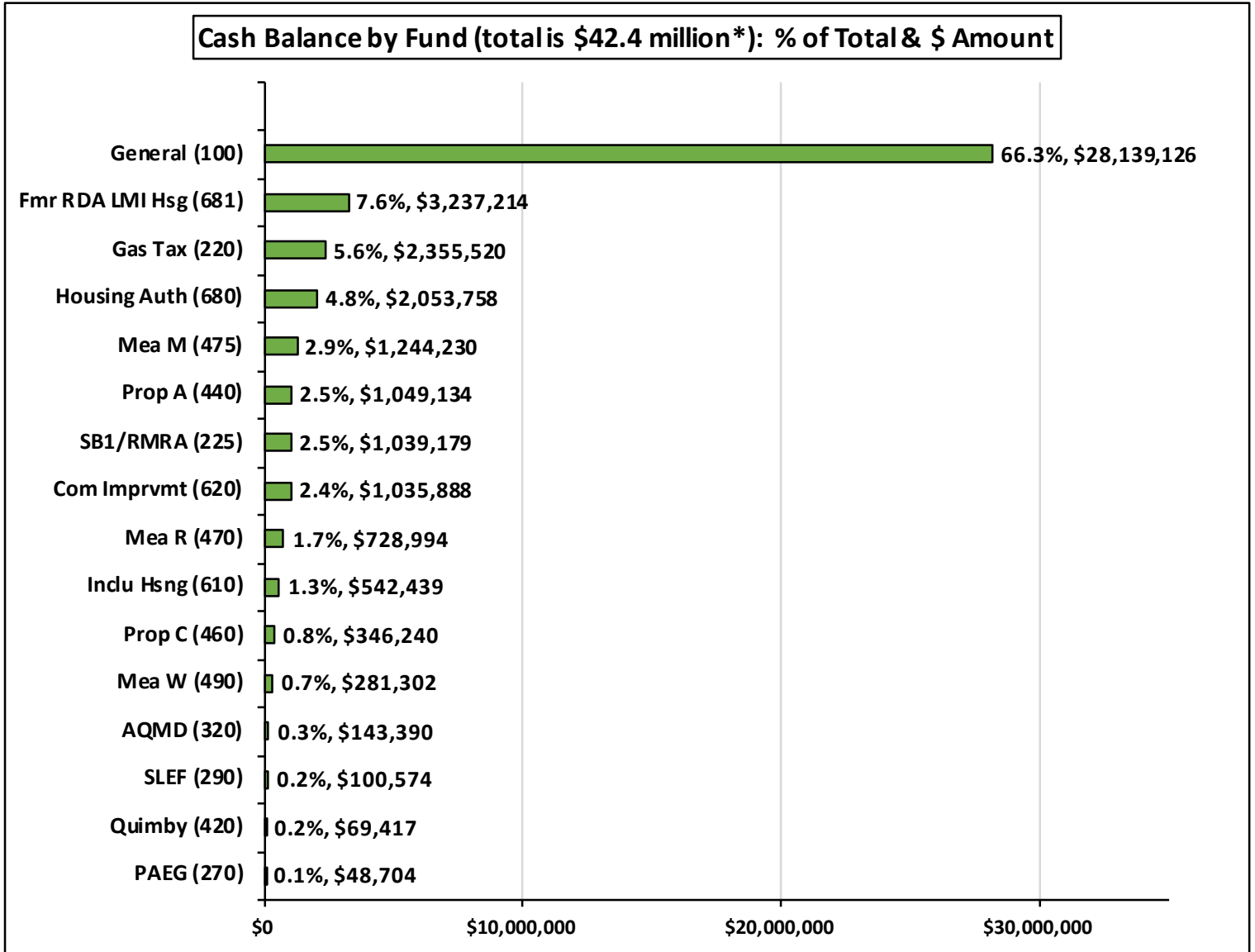
CITY OF DUARTE
Treasury Report - Monthly Activity & Balances
Month Ended December 30, 2023

MONTHLY ACTIVITY			
	Bank*	LAIF*	Total
Beginning Balance (12/01/2023)	\$4,642,344	\$36,558,426	\$41,200,770
Cash Inflows			
Receipts	\$3,119,695	\$0	\$3,119,695
Transfers In	\$0	\$0	\$0
Total Cash Inflows	\$3,119,695	\$0	\$3,119,695
Cash Outflows			
Disbursements	\$1,729,993	\$0	\$1,729,993
Transfers Out	\$0	\$0	\$0
Total Cash Outflows	\$1,729,993	\$0	\$1,729,993
Net Activity	\$1,389,702	\$0	\$1,389,702
Ending Balance (12/30/2023)	\$6,032,046	\$36,558,426	\$42,590,472



*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 December 30, 2023

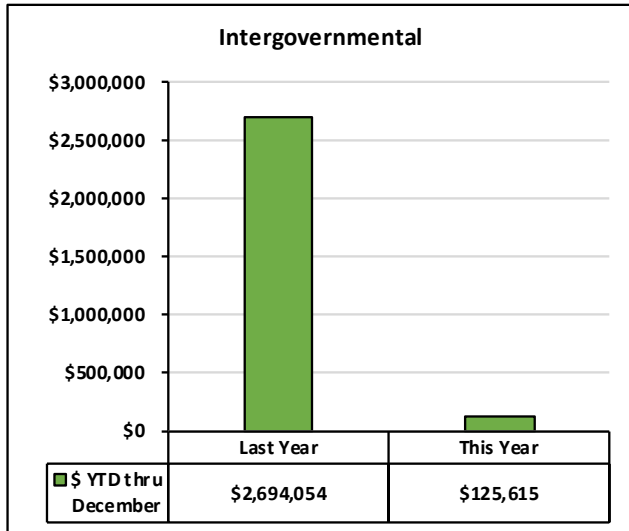
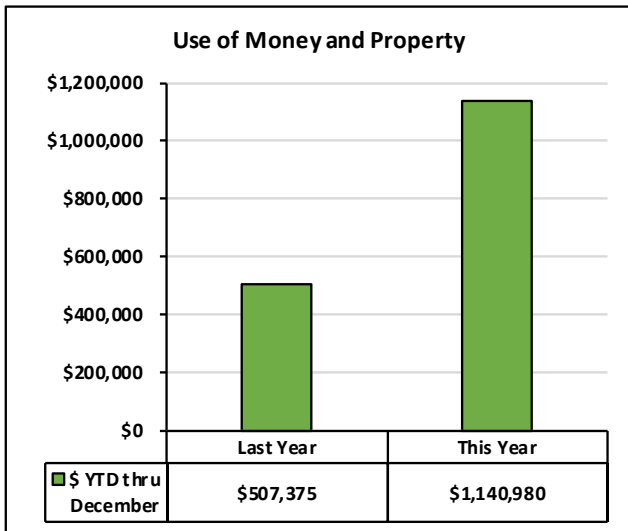
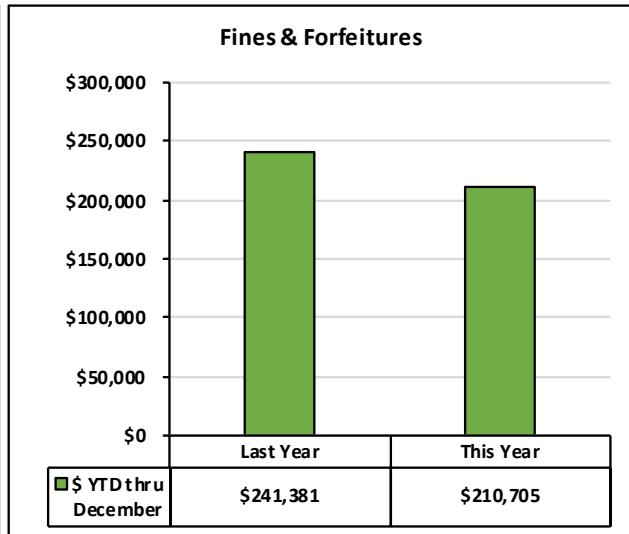
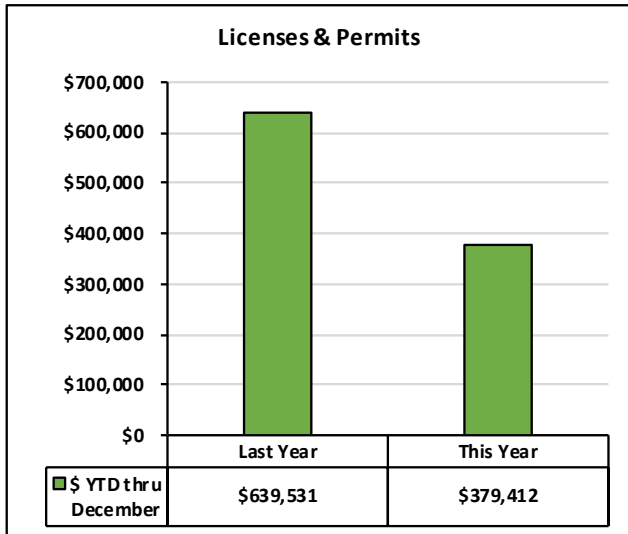
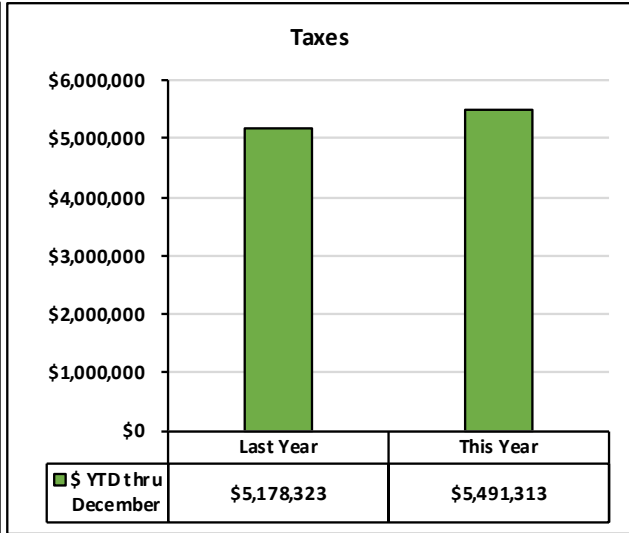
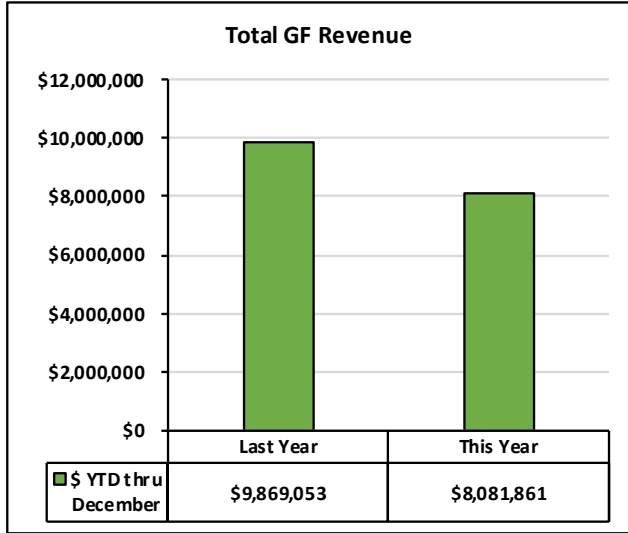


*Source: City of Duarte general ledger. Note that the total cash balance as shown in the City's general ledger is not equal to the combined ending "Bank" and "LAIF" balances shown on the previous page. Because certain transactions are reflected at different times in the general ledger as compared to 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.

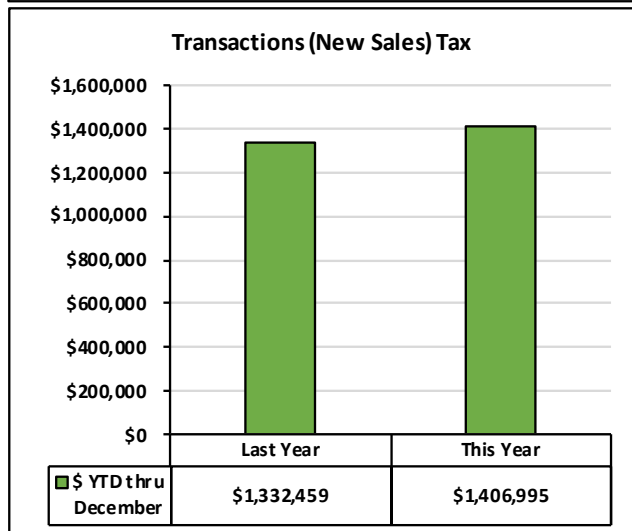
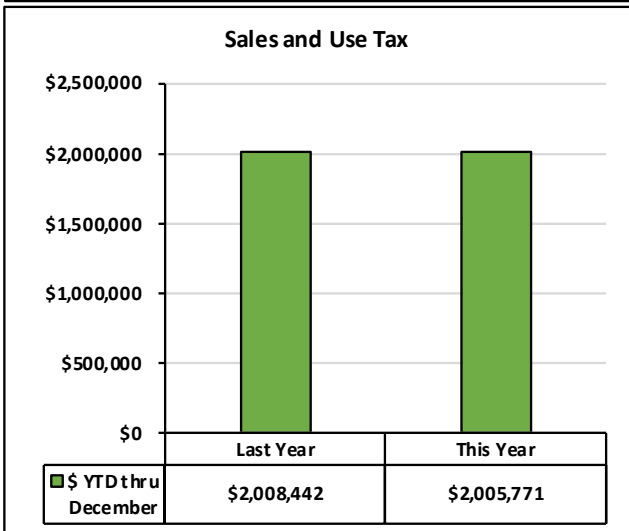
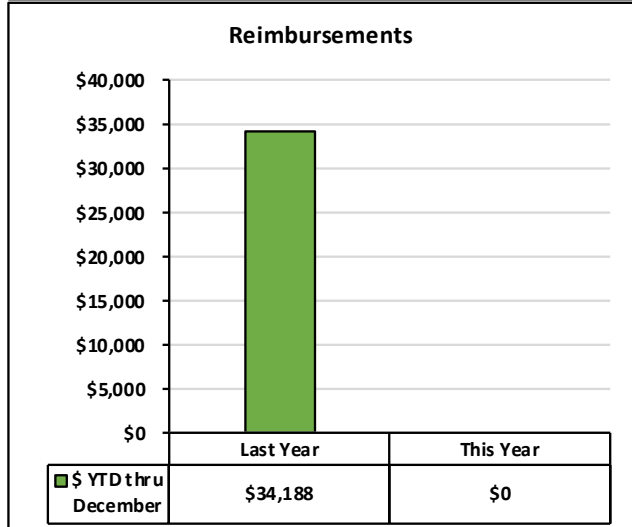
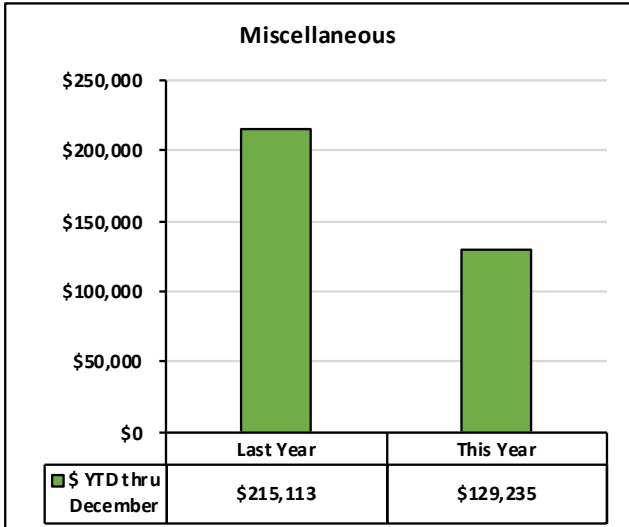
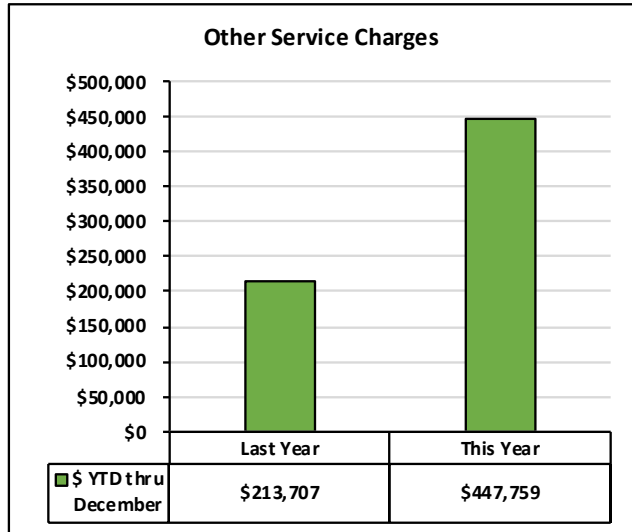
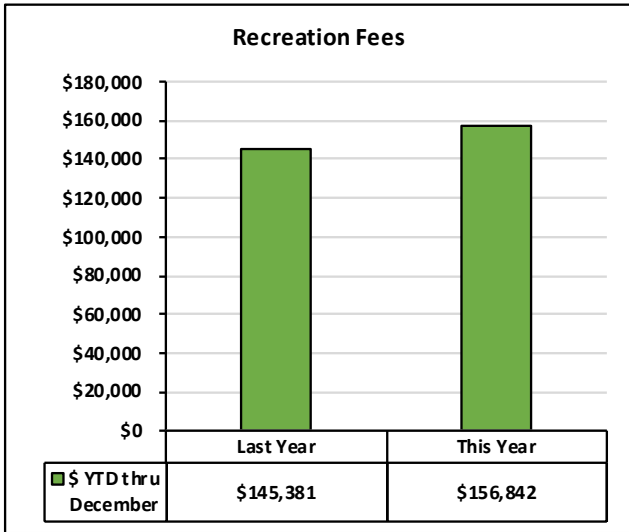
CITY OF DUARTE

General Fund Revenue by Category & Major Sources
FY 2023-24 Year-to-Date Through December versus Prior Year



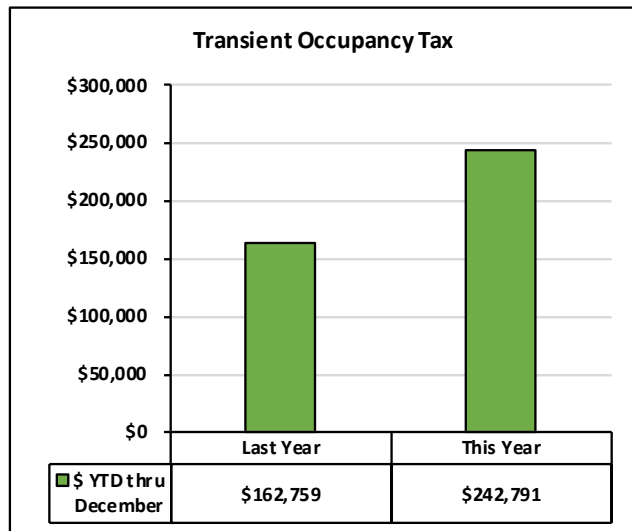
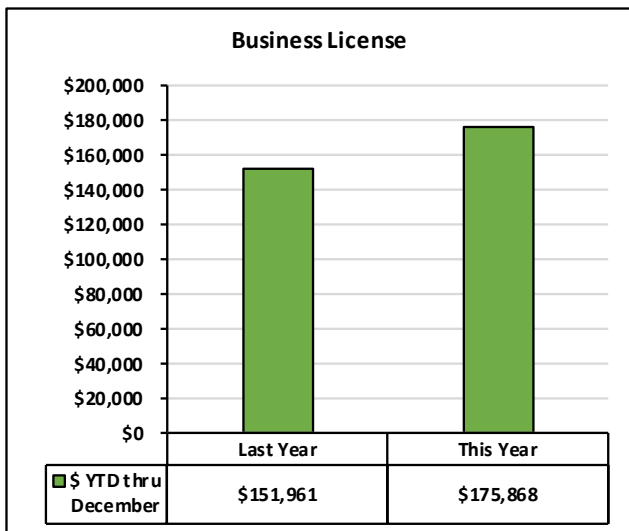
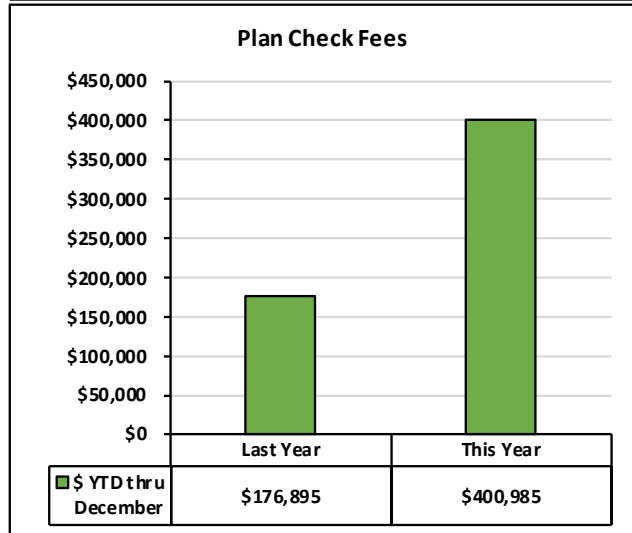
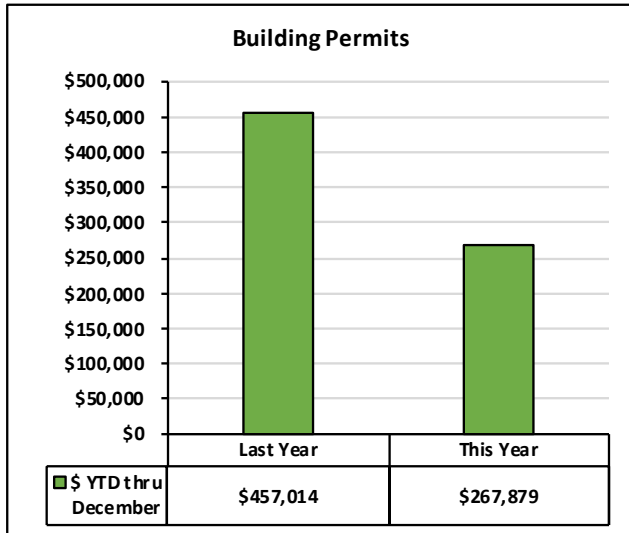
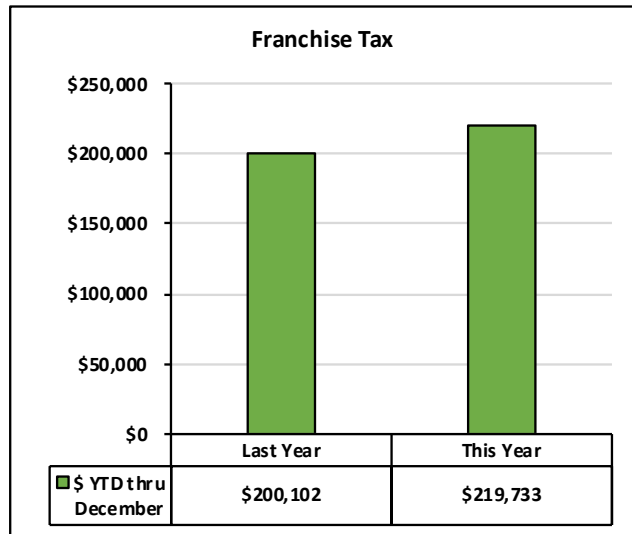
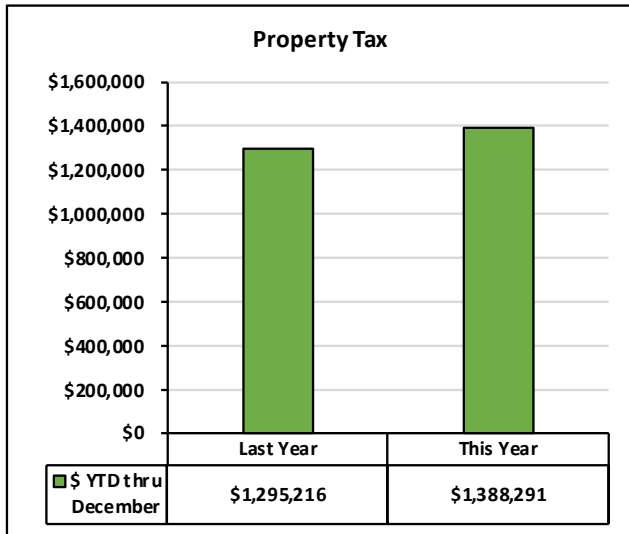
CITY OF DUARTE

*General Fund Revenue by Category & Major Sources
FY 2023-24 Year-to-Date Through December versus Prior Year*



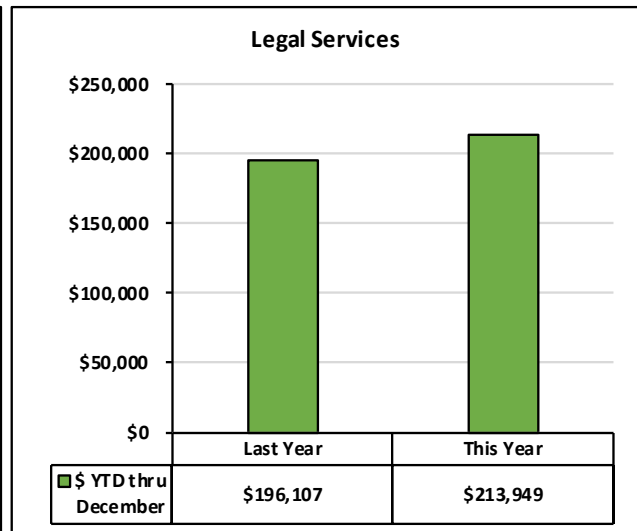
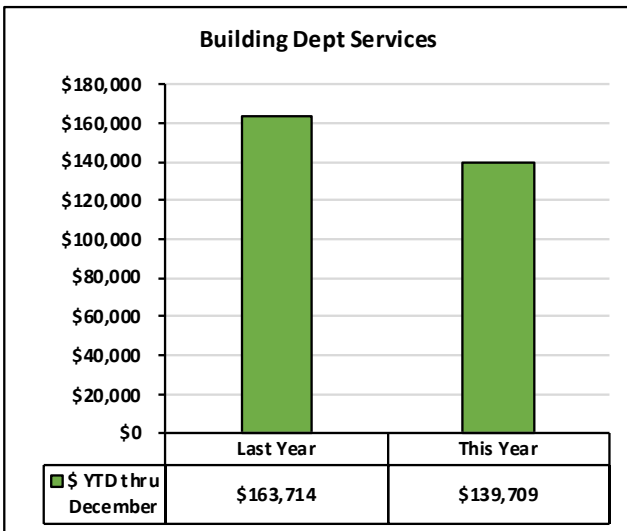
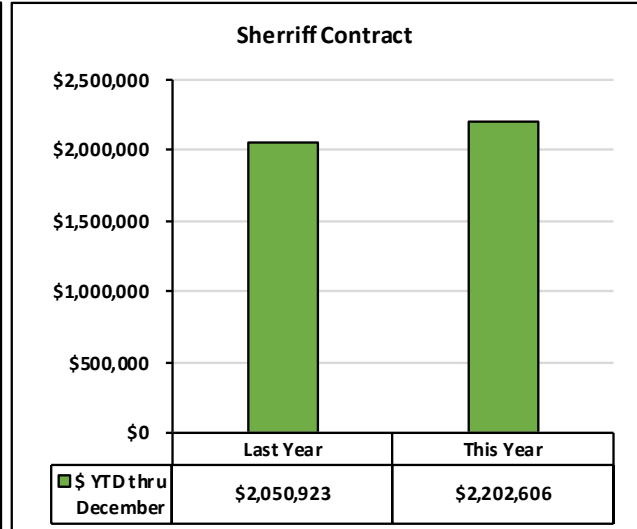
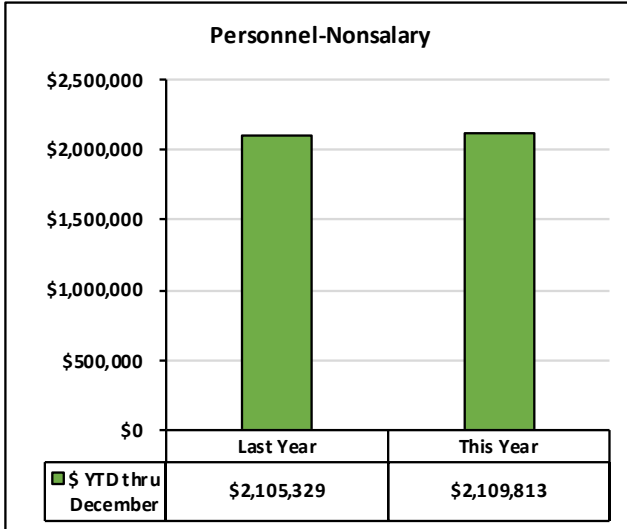
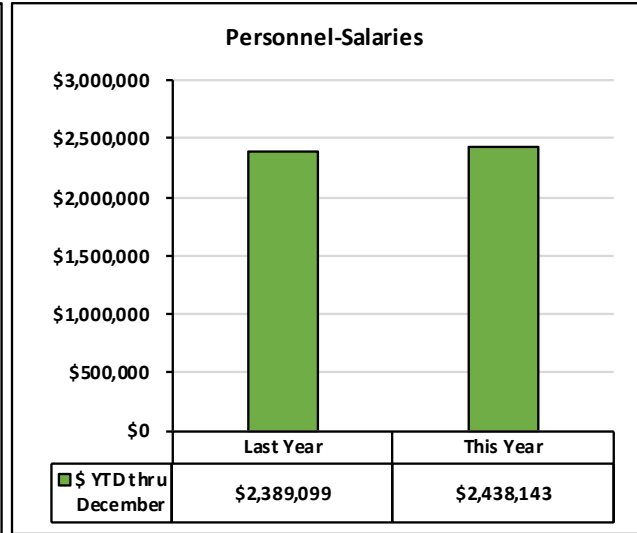
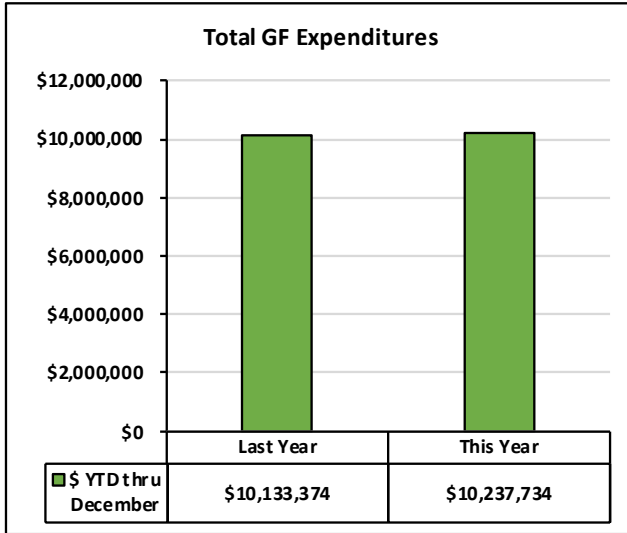
CITY OF DUARTE

**General Fund Revenue by Category & Major Sources
FY 2023-24 Year-to-Date Through December versus Prior Year**



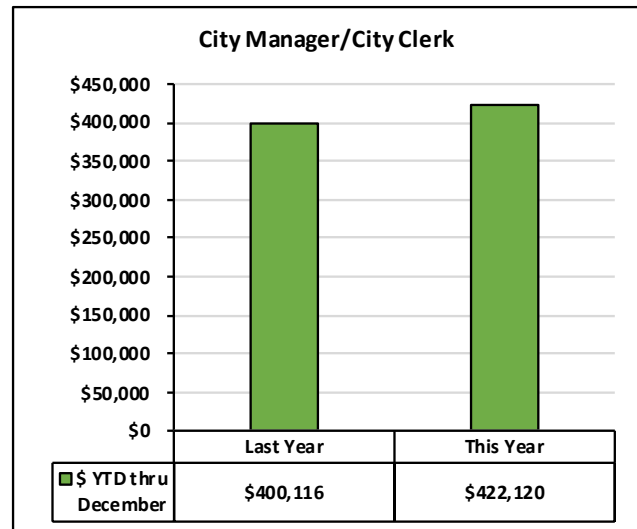
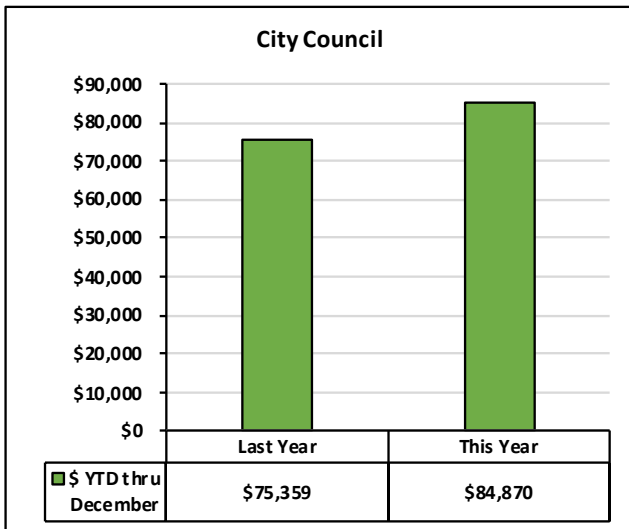
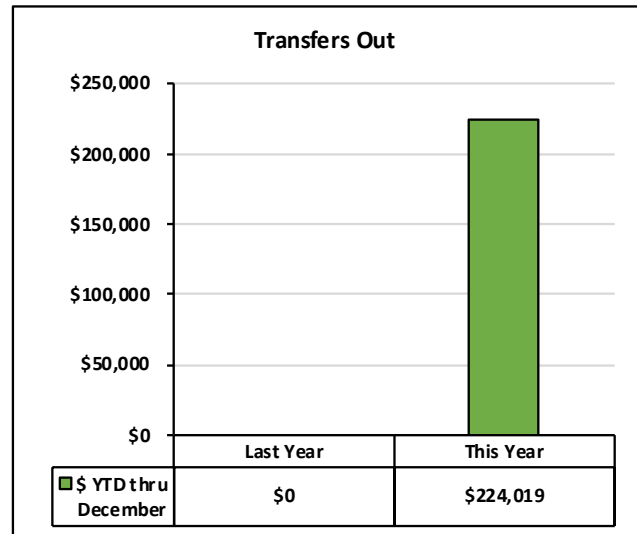
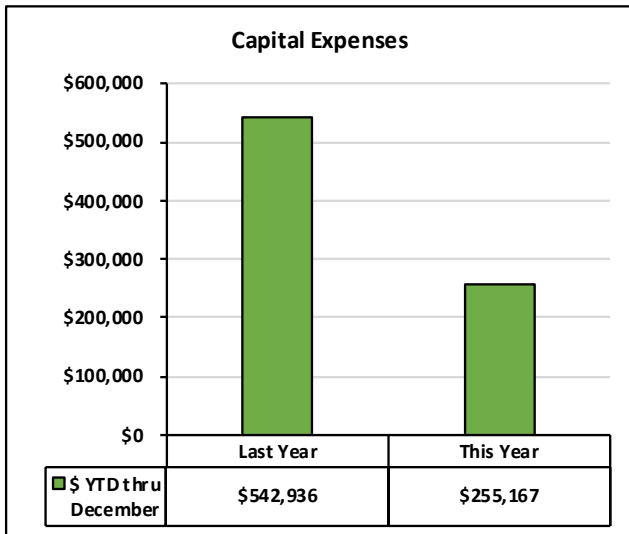
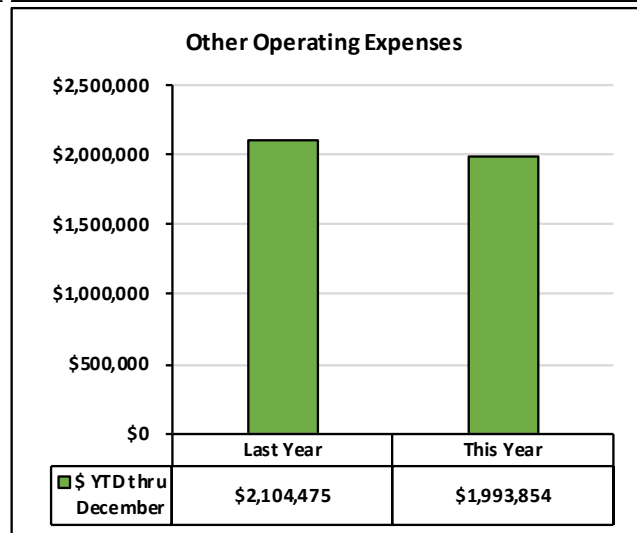
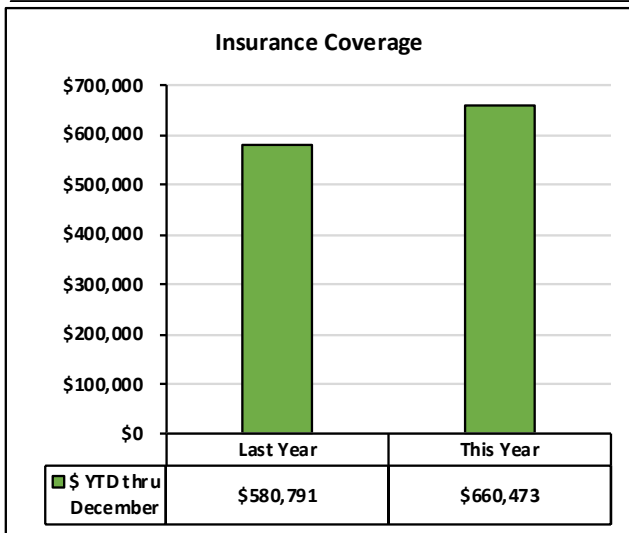
CITY OF DUARTE

**General Fund Expenditures by Category & Division
FY 2023-24 Year-to-Date Through December versus Prior Year**



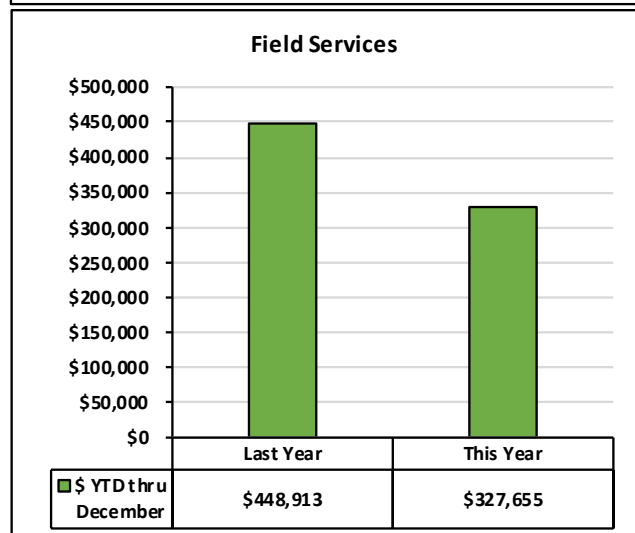
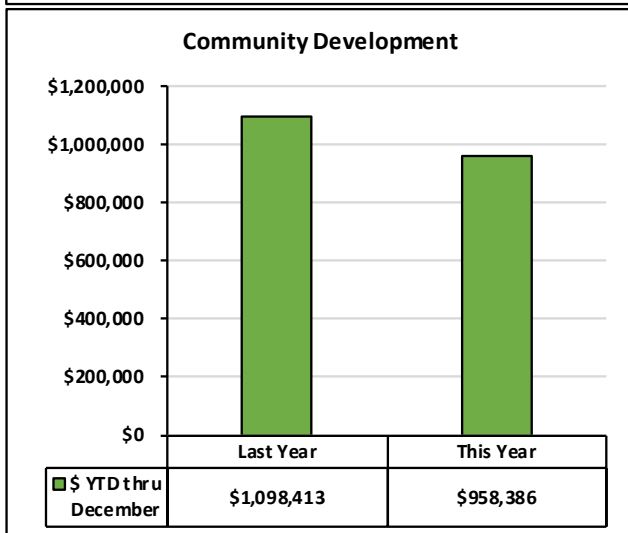
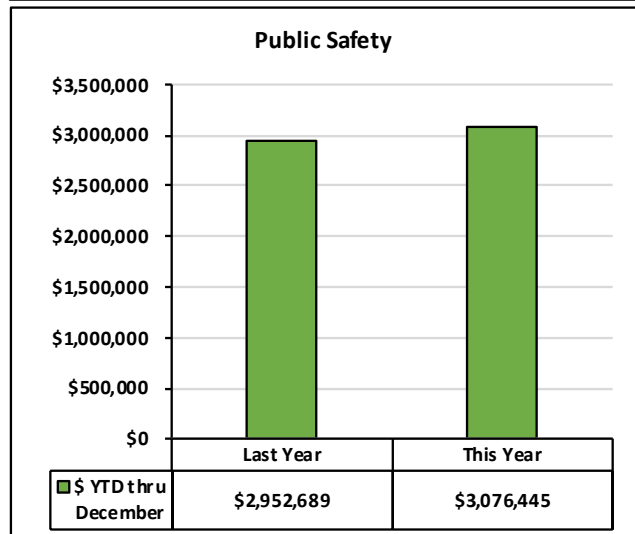
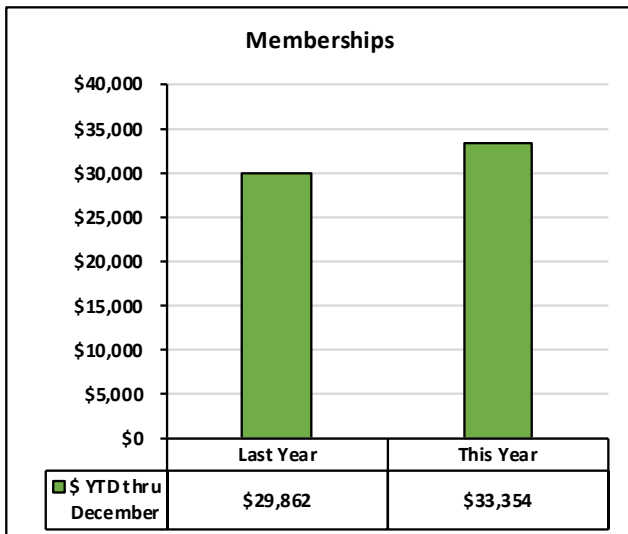
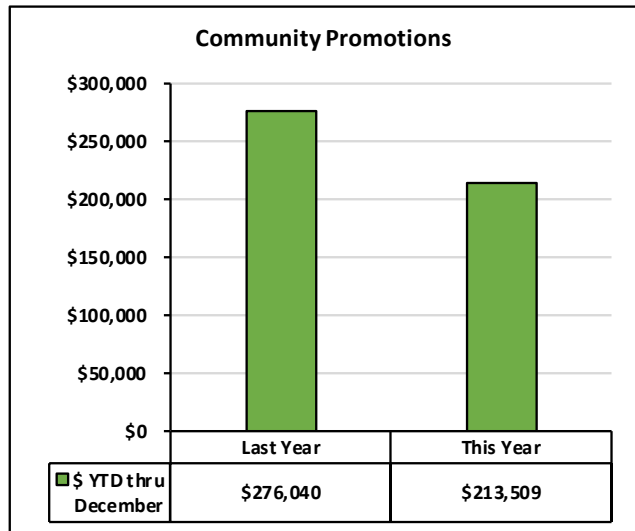
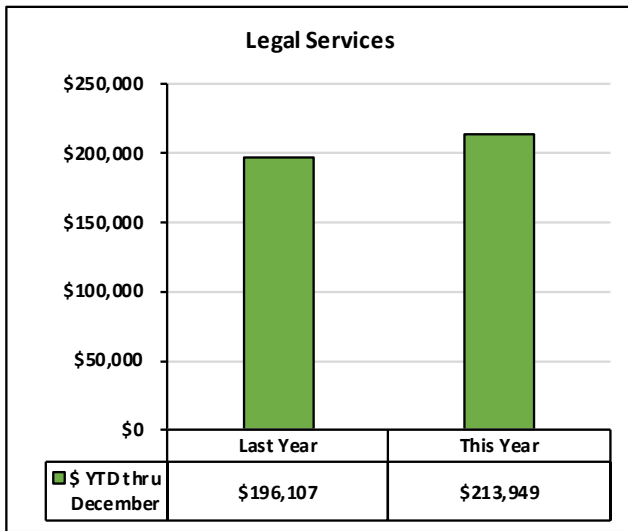
CITY OF DUARTE

**General Fund Expenditures by Category & Division
FY 2023-24 Year-to-Date Through December versus Prior Year**



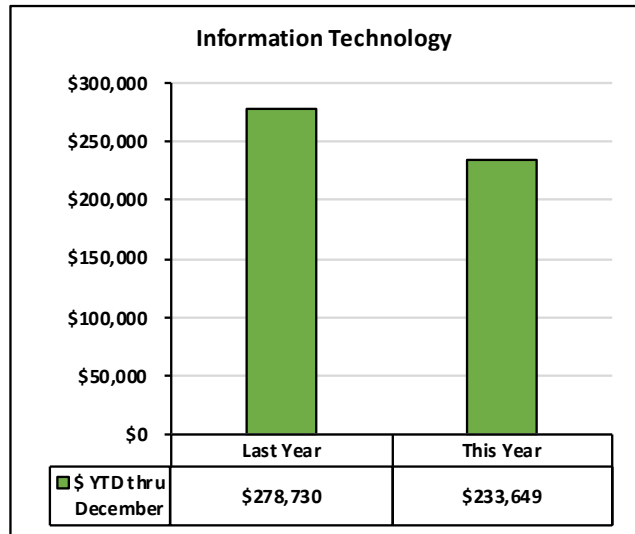
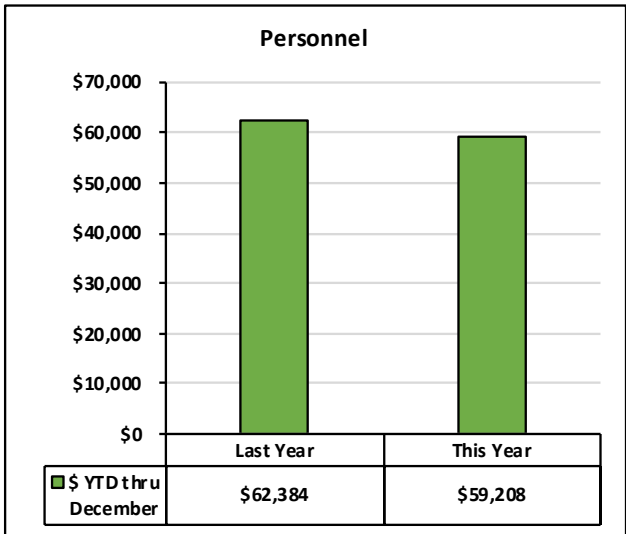
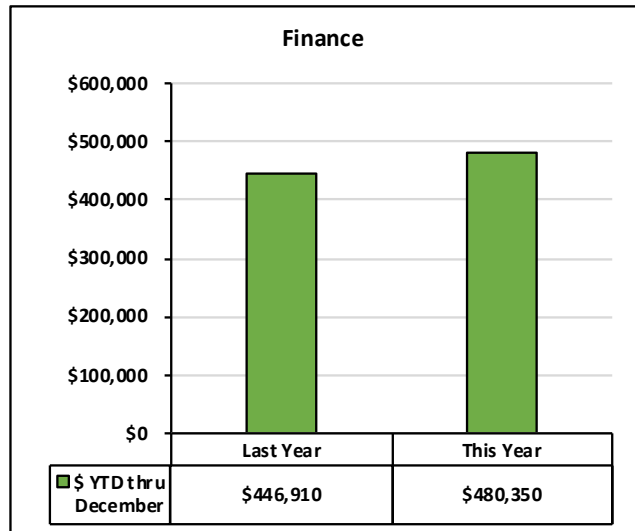
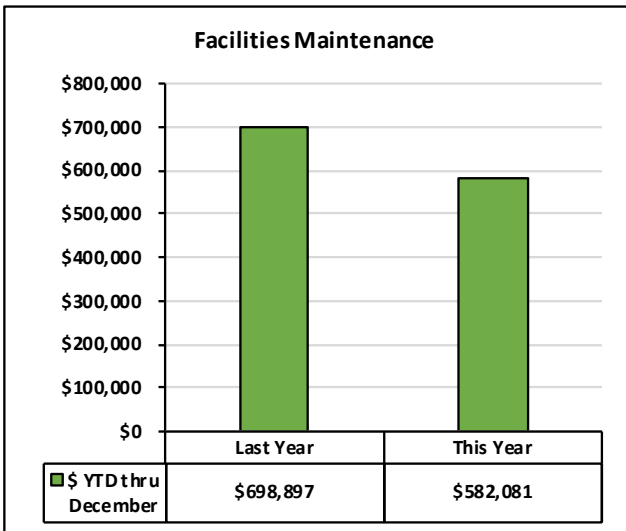
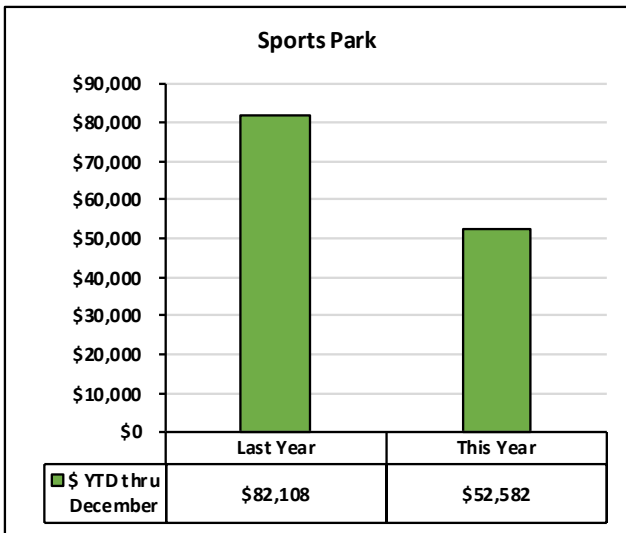
CITY OF DUARTE

**General Fund Expenditures by Category & Division
FY 2023-24 Year-to-Date Through December versus Prior Year**



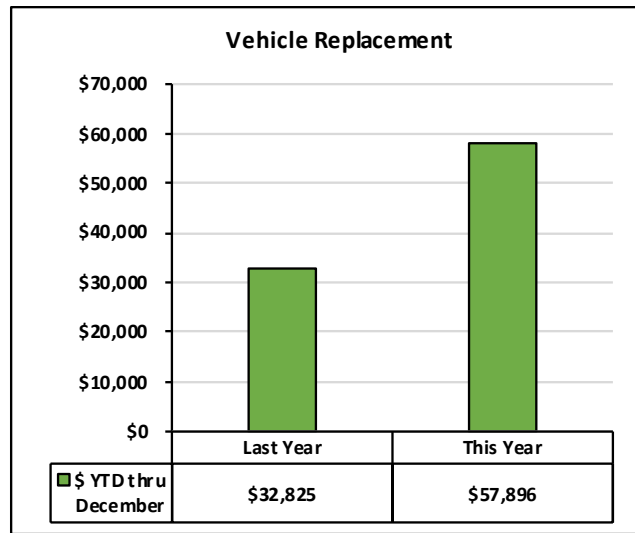
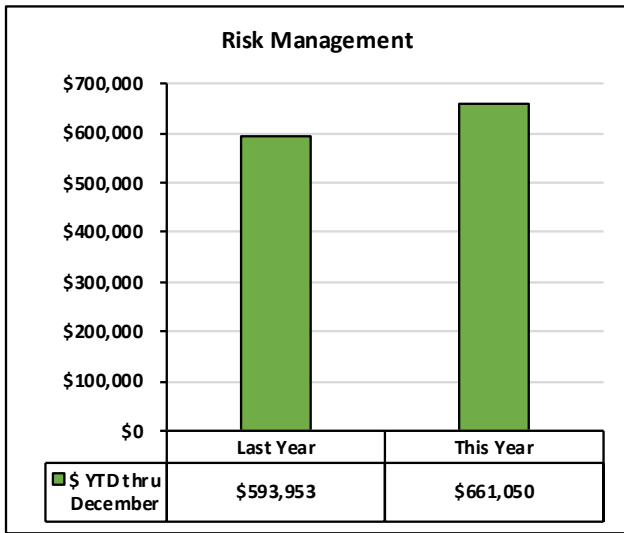
CITY OF DUARTE

**General Fund Expenditures by Category & Division
FY 2023-24 Year-to-Date Through December versus Prior Year**



CITY OF DUARTE

**General Fund Expenditures by Category & Division
FY 2023-24 Year-to-Date Through December versus Prior Year**

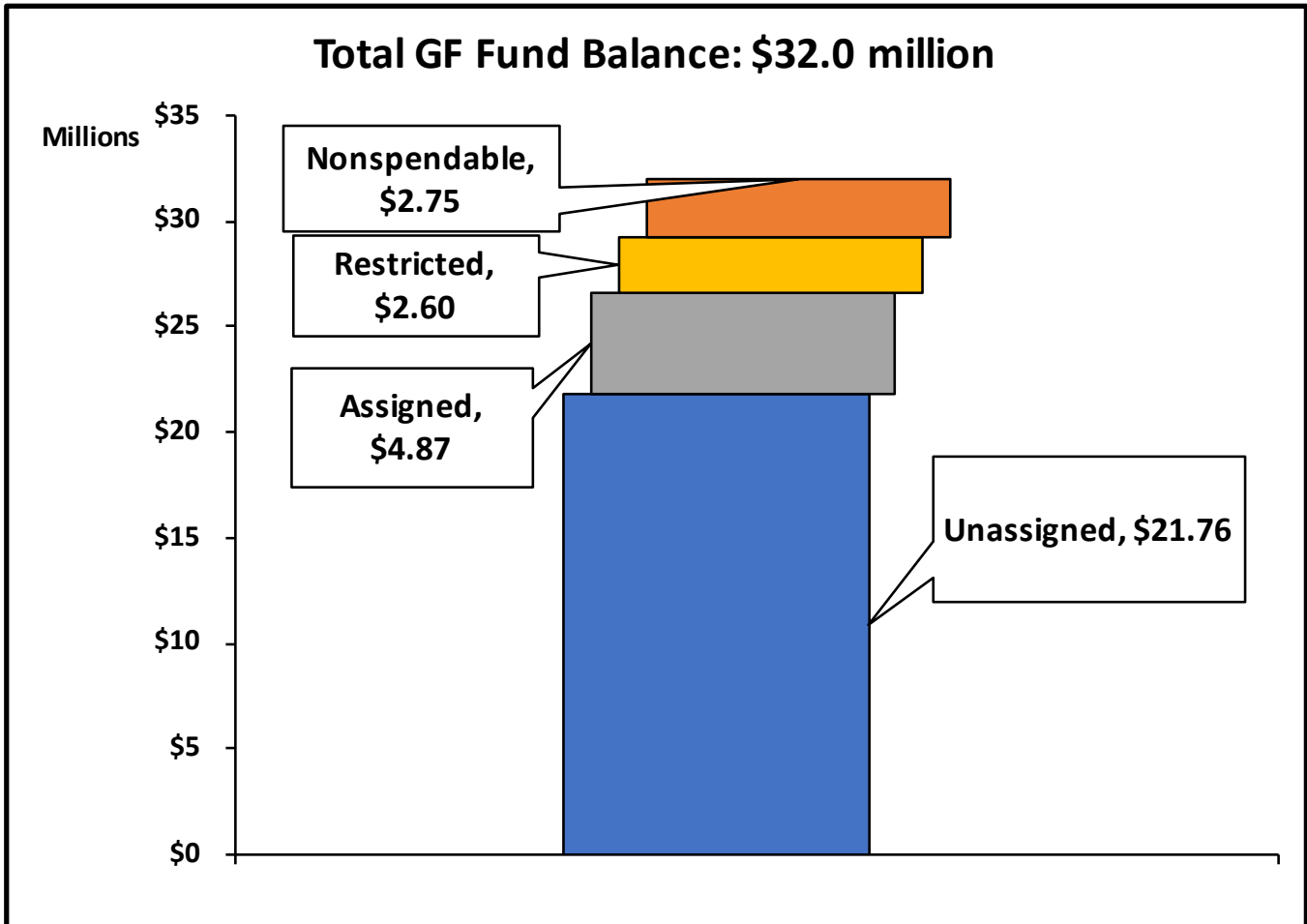


CITY OF DUARTE

**Total Revenue, Expenditures, Transfers, and Year-to-Date Surplus/(Deficit) by Fund
FY 2023-24 Year-to-Date Through December**

Fund #	Fund Name	Beginning Fund Balance	Revenue	Transfers In	Expenditures	Transfers Out	Surplus / (Deficit)	Ending Fund Balance
100	General	31,805,212	8,081,861	0	10,013,715	224,019	(2,155,873)	29,649,339
220	Gas Tax	2,149,582	319,807	0	206,403	0	113,404	2,262,987
225	SB1/RMRA	842,668	205,509	0	0	0	205,509	1,048,177
240	Lghtng & Lndscpng	67,652	410,141	0	616,794	0	(206,653)	(139,001)
260	CDBG	0	500	0	1,580	0	(1,080)	(1,080)
270	PAEG	41,268	8,003	0	220	0	7,783	49,051
290	Supp Law Enfrmnt	0	169,782	0	80,253	0	89,529	89,529
300	Bike & Ped Safety	0	0	0	0	0	0	0
320	Air Quality (AQMD)	150,835	5,603	0	11,806	0	(6,203)	144,632
400	Park Development	(18,808)	0	0	63,238	0	(63,238)	(82,046)
420	Quimby	68,861	1,157	0	0	0	1,157	70,019
440	Prop A	948,893	310,547	0	222,381	0	88,166	1,037,060
460	Prop C	260,957	248,882	0	177,457	0	71,425	332,382
470	Mea R	652,248	190,342	0	112,929	0	77,412	729,660
475	Mea M	1,081,960	187,645	0	14,600	0	173,045	1,255,004
490	Mea W	342,985	4,819	0	73,749	0	(68,929)	274,055
520	Town Cntr Debt Serv	0	0	0	0	0	0	0
521	Infra Mod Debt Srv	0	0	220,837	220,837	0	0	0
610	Inclusionary Hsng	538,092	9,044	0	0	0	9,044	547,136
620	Community Impr	811,851	24,314	0	0	0	24,314	836,164
625	STPL	0	0	0	0	0	0	0
680	Housing Auth	2,042,652	34,276	0	16,033	0	18,242	2,060,894
681	Fmr RDA L/M Hsg	4,100,079	54,028	0	7,109	0	46,919	4,146,998
Total - All Funds		45,886,986	10,266,259	220,837	11,839,104		(1,576,027)	44,310,958

CITY OF DUARTE
Components of Fund Balance in the General Fund
as of 7/1/2023

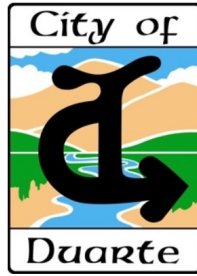


"Nonspendable" Fund Balance: \$2.75 million: Consists of assets that are inherently unspendable in their current form. Nearly all of Duarte's \$2.75 million in nonspendable assets consist of the book value of land held for resale.

"Restricted" Fund Balance: \$2.60 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: \$4.87 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: \$21.76 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.



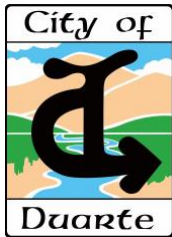
ITEM: 11.F

Receive and File the Public Safety Department Update

Recommended Action:

Attachments:

[11.F. - Public Safety Department Update.pdf](#)



**PUBLIC SAFETY
STATUS REPORT
February 2024**



PROJECT/PROGRAM	STATUS
<u>L.A. COUNTY SHERIFF'S DEPARTMENT</u>	
1. Part 1 Crimes	<p>Part 1 crimes have experienced a notable 29.17% surge compared to the same period last year, but there's a 6.06% reduction when compared to the data from five years ago (2019). The predominant contributors to the upswing are 5 additional incidents of burglaries and 3 more incidents of robberies compared to the corresponding period last year. The overall increase in Part 1 crime incidents is 14. We are actively analyzing crime trends and devising specialized operations to address the areas of greatest concern.</p> <p>In compliance with the Council's directive, the City of Duarte has been incorporated into the \$0 bail injunction relief. We are presenting case examples involving arrests, re-arrests, and their respective outcomes. Additionally, we have offered recommendations to enhance the existing Bail schedule for improvement.</p>
2. Special Assignment Team	<p>Special Assignment Deputies are actively involved in ongoing operations focused on minimizing theft incidents at major retailers within the city. These initiatives include a thorough assessment of the security measures implemented by these retailers, with a strategic emphasis on improving suspect apprehension and preventing theft. A recent operation yielded successful results, leading to the apprehension of a Hispanic male and female , along with the recovery of over 60 items valued at approximately \$1,615.</p> <p>Our team is currently executing overnight patrols in specific areas of the city to apprehend and mitigate the occurrences of Catalytic Converter Thefts and Commercial Burglaries.</p>
3. Neighborhood Watch	<p>To curtail Part One crimes, we are actively disseminating up-to-date and pertinent information to neighborhoods within the community, fostering a collaborative effort to act as the vigilant eyes and ears of the city. This includes sharing identifiable suspect information and providing insights on minimizing Grand Theft Auto incidents, particularly for Kia vehicles.</p>
<u>MEASURE H and OUTREACH COORDINATION</u>	
1. Outreach Coordinator	<p>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 24 individuals experiencing homelessness. Over the</p>

PROJECT/PROGRAM	STATUS
	<p>course of this month, Tony Hadloc has had 102 interactions with individuals facing homelessness, providing them with essential services and information regarding Duarte Regulations.</p> <p>Emily Lepone, our dedicated Code Enforcement Officer, assumed her role on October 3, 2022. Since then, she has been diligently overseeing the enforcement of regulations related to outdoor camps, shopping carts, park rules, public right-of-way violations, and addressing nuisances within both our commercial establishments and residential areas. Her proactive initiatives have yielded significant results, including the protection of vacant businesses and their utilities, as well as safeguarding occupied businesses from utility theft. Her current focal point revolves around the Duarte LA County Library, Duarte Teen Center and CarMax.</p> <p>In partnership with the City Manager's office, the City of Duarte has been awarded a \$10,000 grant. This funding is designated to enhance resources for service providers and cities, specifically targeting support for individuals facing homelessness or at-risk situations. The allocated funds will be directed towards direct housing-related expenses, including transportation, security deposits, first-month rent, furniture, and motel vouchers. The primary emphasis is on ensuring efficiency and effectiveness in client support without replacing existing resources.</p>
2. L.A. CADA	<p>The reporting from LA CADA remains unchanged for the current month, with the information below-reflecting details from the previous reporting period.</p> <p>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 the high acuity team engaged 17 individuals of which 1 were first-time encounters, 16 follow up with 8 individuals refusing supportive services. The primary areas with the highest number of encounters were identified as Duarte Library, as well as 1327 Huntington Drive (99 Cent Store).</p> <p>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. During this reporting period the supplemental team engaged 23 individuals of which 3 were first-time encounters, 20 follow ups with 10 individuals refusing supportive services. The primary areas with the highest number of encounters were identified as Duarte Library and Wal-Mart.</p>

PROJECT/PROGRAM	STATUS
<p>3. 2023 LAHSA Official Homeless Count</p>	<p>Duarte – 26 in 2023 (11 in 2022) Monrovia – 76 in 2022 Arcadia – 174 in 2022 Irwindale – 213 in 2022 Azusa – 220 in 2022</p> <p>The Homeless Count for Duarte was conducted on January 23, 2024. Preliminary analysis is underway before official results are published. Unofficial raw data suggests a total count of 21 individuals experiencing homelessness.</p>
<p>EMERGENCY PREPAREDNESS</p>	
<p>1. Emergency Operations Center (EOC)</p>	<p>The Emergency Operations Center (EOC) was activated from February 4 to February 6, 2024, in response to heavy rains and the threat of mud and debris flows on the 2022 Fish Fire Burn Scar, situated on Mel Canyon between Brookridge and Fish Canyon. Over the three-day period, approximately 6 inches of rain fell, with rain intensity reaching ½ inch per hour in a single hour. Mel Canyon was temporarily closed during the EOC operational period and reopened promptly after the passage of significant weather cells. Duarte Field Services staff cleared approximately 6-12 inches of mud and debris behind the K-rails at the top of Mel Canyon, as well as along Deer Lane and Mel Canyon.</p> <p>Hands-Only CPR Initiative by LA County Heart Heroes: Los Angeles County Public Health aims to educate 500,000 residents in hands-only "Sidewalk CPR" by December 31, 2023. In response, Duarte CERT has proactively taken the lead by sending three members to the instructor school, equipping them to teach our residents the technique. Duarte CERT has successfully trained 275 residents in hands-only CPR at the time of this report.</p>

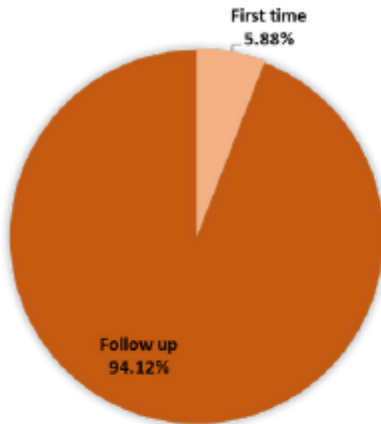


FEBRUARY 2024



DUARTE

HIGH ACUITY DECEMBER REPORT



STATS OVER THE PAST MONTH

According to our data collected on 12/01/2023 to 12/31/2023, we engaged **17 individuals** of which **1 were first-time encounters**, **16 follow ups** with **8 individuals refusing supportive services**.

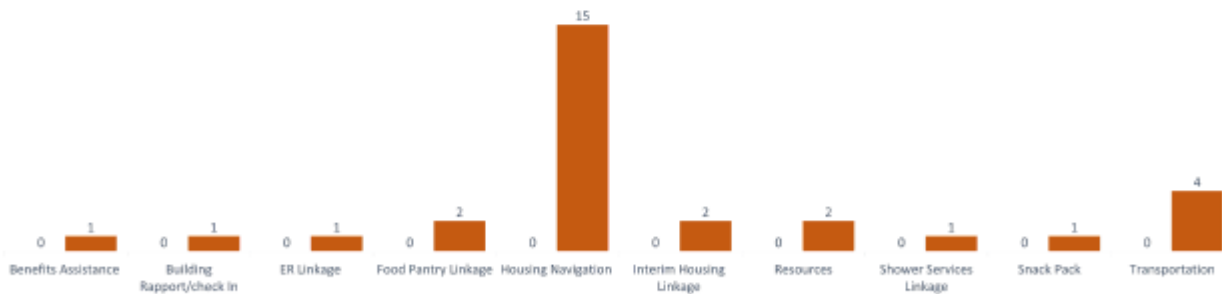
HIGHLIGHT

- Team linked 2 individuals to food pantry services located at Shepherd's Pantry.
- Team linked 1 individual to the emergency room.
- Team linked 2 individuals to interim housing located at Soul Housing.

FUTURE GOALS

- Continue to prioritize HMIS enrollment, data entry and conduct required assessments.

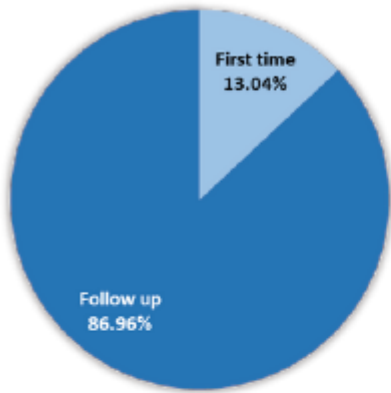
■ First time ■ Follow up



Locations with the highest amount of encounters this month:

DUARTE LIBRARY

99 CENTS STORE ON 1327 HUNTINGTON DR



STATS OVER THE PAST MONTH

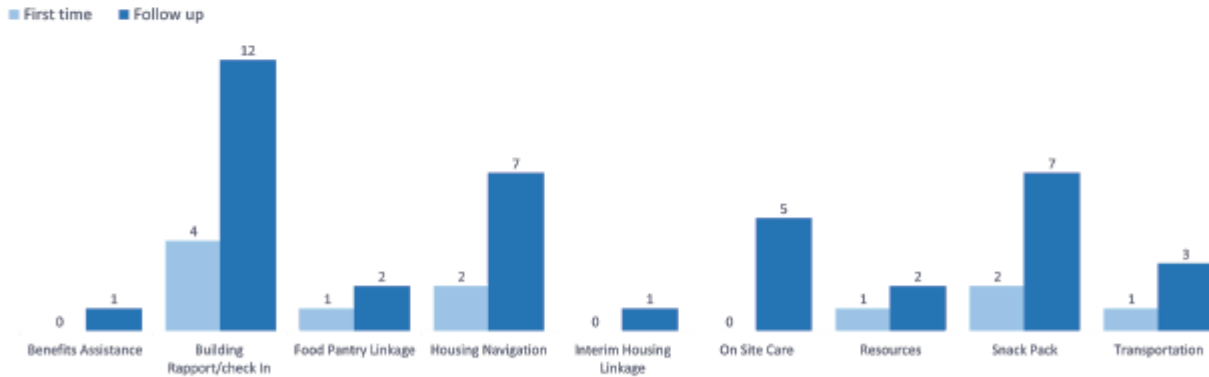
According to our data collected on 12/01/2023 to 12/31/2023, we engaged **23 individuals** of which **3 were first-time encounters**, **20 follow ups** with **10 individuals refusing supportive services**.

HIGHLIGHT

- Team linked 3 individuals to Food Pantry services located at Shepherd's Pantry.
- Team linked 1 individual to Interim Housing services located at Soul Housing.

FUTURE GOALS

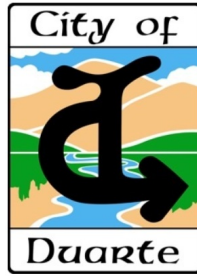
- Focus outreach efforts with individuals that are proactively working towards their housing plans.
- Continue to prioritize HMIS enrollment and data entry.



Locations with the highest amount of encounters this month:

DUARTE LIBRARY

WALMART



ITEM: 11.G

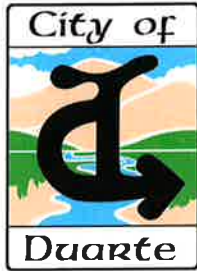
Ordinance No. 922 Purchasing Requirements

Recommended Action:

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

Attachments:

[11.G. - Staff Report - Ordinance No. 922 Purchasing Requirements.pdf](#)



Agenda Item: 116
CM Review: [Signature]
Fiscal Review: [Signature]

AGENDA REPORT

MEETING DATE: February 27, 2024
TO: Mayor and Members of the City Council
FROM: Kristen Petersen, Assistant City Manager
SUBJECT: Ordinance No. 922 Purchasing Requirements
RECOMMENDATION: Staff recommends that the City Council adopt by second reading Ordinance No. 922 to add language to the Duarte Municipal Code relating to Exemptions from Purchasing Requirements
FISCAL IMPACT: There is no fiscal impact.

BACKGROUND

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

At its meeting on February 13, 2024, the City Council conducted a first reading of this Ordinance. If adopted by the City Council, Ordinance No. 922 will go into effect in thirty (30) days.

DISCUSSION/ANALYSIS

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

RECOMMENDATION

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

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENTS

Ordinance No. 922

ORDINANCE NO. 922

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

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

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

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

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

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

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

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

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

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

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

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

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ITEM: 11.H

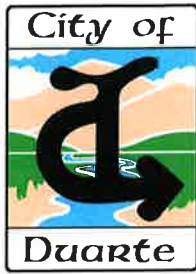
Second Reading to adopt Ordinance No. 921, adding Section 9.19 to the Duarte Municipal Code ("DMC") that establishes rules and regulations governing the public use of City Facilities

Recommended Action:

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

Attachments:

[11.H. - Staff Report - Ordinance No. 921 Public Use of City Facilities.pdf](#)



Agenda Item: 11H

CM Review: JCV

Fiscal Review: JP

AGENDA REPORT

MEETING DATE: February 27th, 2024

TO: Mayor and Members of the City Council

FROM: Larry Breceda, Director of Public Safety Services

SUBJECT: Second reading to adopt Ordinance No. 921, adding Section 9.19 to the Duarte Municipal Code ("DMC") that establishes rules and regulations governing the public use of City Facilities.

RECOMMENDATION: Adopt by second reading Ordinance No. 921, that will add Section 9.19 to the DMC which establishes rules and regulations governing the public use of City Facilities, to be read by number and title only, and waive further reading of the Ordinance.

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

BACKGROUND

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

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

At the February 13th, 2024, City Council meeting, the City Council discussed these potential additions to the DMC, and it was presented with ordinance No. 921 for first reading. The City Council unanimously approved the ordinance for first reading. If adopted by the City Council this evening, Ordinance No. 921 will go into effect in thirty (30) days.

DISCUSSION/ANALYSIS

The recommended additions to the DMC aim to rectify deficiencies identified by the Public Safety Commission and respond to concerns raised by the community and City Staff. These changes empower the City to take proactive measures to address public safety concerns, utilizing various legal means, including administrative and civil measures, beyond existing criminal penalties. The ordinance seeks to provide the City with versatile enforcement tools, allowing tailored responses to specific violations and circumstances.

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

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

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

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

RECOMMENDATION

Adopt by second reading Ordinance No. 921, which adds Section 9.19 to the DMC, establishing rules and regulations governing the public use of City Facilities. The reading will be read by number and title only, with the further reading of the Ordinance waived.

FISCAL IMPACT

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

ATTACHMENTS

A. Ordinance No. 921.

ORDINANCE NO. 921

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

WHEREAS, the City of Duarte (“City”) is authorized by California Constitution, Article XI, Section 7 to make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws and that serve and protect the health, safety or welfare of the public; and

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

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

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

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

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

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

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

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

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

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

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

SECTION 5. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections 15060(c)(2) and 15060(c)(3) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, the activity is not a project as defined in Section 15378 of the CEQA Guidelines , and the ordinance has no potential for resulting in physical change to the environment, directly or indirectly. Therefore, no environmental assessment is required or necessary.

SECTION 6. This Ordinance shall become effective thirty (30) days following its second reading.

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

This Ordinance was introduced for first reading on February 13, 2024, and **PASSED, APPROVED, AND ADOPTED** this 23rd day of February 2024.

Vinh Truong, Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Ordinance No. 921 was adopted by the City Council of said City of Duarte at a regular meeting of said City Council held on the 23rd day of February 2024, by the following vote:

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

Annette Juarez
City Clerk

EXHIBIT A

CHAPTER 9.19 CITY FACILITIES

9.19.010 - Purpose and scope.

The provisions of this chapter shall apply to all buildings, facilities, yard, parking lot, land and other property that the City owns, leases, or operates for the purpose of conducting City business or providing City services, or that is otherwise under the control and jurisdiction of the City, including but not limited to, City Hall, the Community Center, the Senior Center, the Teen Center, the Public Safety Office, the City Yard, Andres Duarte Plaza and Park Buildings (collectively, “City Facilities” or individually as “City Facility”). The purpose of this Chapter is to provide for the establishment of reasonable rules and regulations to be observed by the public in the use of such City Facilities to maintain the safety of City employees and patrons, facilitate the City’s ability to conduct City business and provide services, and prevent damage to City Facilities or land as well as to provide authority for the implementation and enforcement of such rules and regulations.

9.19.012 - Rules and regulations.

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

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

9.19.020 - Unlawful conduct.

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

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

9.19.030 CITY FACILITIES – PROHIBITED ITEMS.

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

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

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

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

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

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

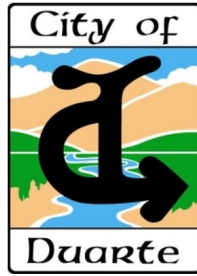
1. A duly appointed peace officer, a retired peace officer with authorization to carry concealed weapons as described in section 25450 et seq. of Article 2 of Chapter 2 of Division 5 of Title 4 of Part 6 of the California Penal Code, as these provisions may be amended from time to time, a full-time paid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

9.19.040 - Removal from City Facility.

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

9.23.050 - Violations.

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



ITEM: 11.I

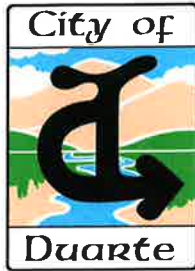
Award of Sidewalk Maintenance Contract to Precision Concrete Cutting

Recommended Action:

It is recommended that the City Council authorize the City Manager to sign a five year agreement with Precision Concrete Cutting for sidewalk maintenance services.

Attachments:

[11.I. - Staff Report - Award of Sidewalk Maintenance Contract.pdf](#)



Agenda Item: 11 E
CM Review: JCV
Fiscal Review: JJP

AGENDA REPORT

MEETING DATE: February 27, 2024

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Stephanie Sandoval, Public Works Manager

SUBJECT: Award of Sidewalk Maintenance Contract to Precision Concrete Cutting

RECOMMENDATION: That the City Council authorize the City Manager to sign a five year agreement with Precision Concrete Cutting for sidewalk maintenance services

FISCAL IMPACT: Contract service will begin on April 1. The budget amount in Fiscal Year 2023-2024 is \$50,000. Future budgets will determine the annual service level.

BACKGROUND

As a longtime member of the California Joint Powers Insurance Authority (CJPIA), the City of Duarte has the ability to enhance the current sidewalk assessment and maintenance program. In 2015, the CJPIA Executive Committee entered into a master services agreement with Precision Concrete Cutting (PCC) for inspection and maintenance of existing sidewalks at favorable pricing for member agencies.

In February 2023, the City hired PCC to complete a citywide assessment of the sidewalks and determine an estimated cost of eliminating potential trip and fall hazards. Now that the City has a comprehensive assessment of raised sidewalks, Staff would like to move forward with the maintenance portion of the services provided by PCC.

DISCUSSION/ANALYSIS

For well over 20 years, the City has had a well established system of sidewalk repair that has been very successful. The annual process is to have an annual Staff assessment to determine areas of hazard. From that assessment, a priority list is developed. In addition, resident reports are also added to the list.

Repairs are typically necessary when concrete has been damaged by tree roots or soil settlement. Since the completion of the sidewalk inspections by PCC, Staff has used the results as a tool to identify the locations that require removal and reconstruction of existing sidewalks or ADA ramps

as part of the Annual Concrete Repair Project.

The proposed contract will allow a more proactive approach to concrete repair by identifying and repairing damaged areas that could become a hazard. For example, if a sidewalk crack is only minor, the concrete can be ground or repaired before it presents a trip hazard. This increases safety and reduces liability.

As part of this agreement, PCC's method of eliminating trip hazards entails precise saw cutting performed with handheld, electric powered equipment. PCC guarantees that their repairs meet ADA regulations. The City anticipates using PCC's services to eliminate hazards that would be considered low (3/8" to 1/2") to medium (>1/2" to 1") "hazard class" and maintain the practice of complete removal and reconstruction of sidewalk as part of the Annual Concrete Repair Projects to address high (>1") hazard class uplifts.

The contract would be for a five (5) year period beginning April 2024. There is also a provision in the contract for the City to allow five additional one-year extensions. This would allow the City to continue with the assessment and maintenance program as it is deemed necessary to successfully improve accessibility and safety for pedestrians on an ongoing basis. Enhancing the sidewalk assessment process will aid in the continued reduction of trip and fall claims, thereby being more effective in the way the City approaches its Risk Management Plan. Funding for this contract was included in the FY 23-24 budget in the amount of \$50,000. In future years, funding will be determined in the annual budget process.

RECOMMENDATION

That the City Council authorize the City Manager to sign a five year agreement with Precision Concrete Cutting for sidewalk maintenance services.

FISCAL IMPACT

Contract service will begin on April 1. The budget amount in Fiscal Year 2023-2024 is \$50,000. Future budgets will determine the annual service level.

ATTACHMENTS

- A. Sidewalk Maintenance Agreement with Precision Concrete Cutting
- B. Master Services Agreement between CJPIA and Precision Concrete Cutting

CITY OF DUARTE
AGREEMENT FOR CONSTRUCTION OR MAINTENANCE SERVICES

THIS AGREEMENT FOR CONSTRUCTION OR MAINTENANCE SERVICES (“**Agreement**”), made and effective as of February 27, 2024 (“**Effective Date**”), by and between the City of Duarte (“**City**”), and Precision Concrete Cutting, a [California corporation], (“**Contractor**”). Contractor and the City are hereafter together referred to as the “**Parties**” and each individually as a “**Party**.” In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS.

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

- A. That City desires Contractor to provide quality sidewalk maintenance and inspection services that includes: written reports when reports when inspections are completed; eliminating trip hazards by precise saw cutting with electric powered equipment. Contractor guarantees that their repairs meet ADA regulations. The City anticipates using Contractor’s services to eliminate hazards that would be considered low (3/8” to 1/2”), medium (>1/2” to 1”) and large (>1”) “hazard class.” All work will be programmed on an annual basis. This work is further set forth and described in detail in the Scope of Work attached hereto as Exhibit A: Master Service Agreement Between California Joint Powers Insurance Authority (CJPIA) which includes scope of type of services and fee schedule, and incorporated herein by this reference (“**Contractor Services**”).
- B. That Contractor represents to the City that Contractor is well qualified to perform the Contractor Services by reason of Contractor’s training, expertise, experience, and background.
- C. That the public interest, convenience, and necessity require that City obtain the Contractor Services upon the terms and conditions set forth herein.
- D. That City and Contractor mutually desire to enter into this Agreement for the provision of the Contractor Services by Contractor for and on behalf of City, in accordance with the terms and conditions set forth herein.

2. SERVICES AND WORK

- A. Provision of Contractor Services. During the term of this Agreement, Contractor shall provide the Contractor Services as set forth in Exhibit A. Time is of the essence for this Agreement.
- B. Additional Services. If City desires to add additional work, services, work locations, or service locations not specifically described in Exhibit A (“**Additional Services**”), City shall notify Contractor thereof at least thirty (30) days in advance

of the time such Additional Services shall commence. Contractor shall perform such Additional Services, and compensation for the work performed shall be paid by City in accordance with the Budget and Fee Schedule attached hereto as part of Exhibit A and incorporated herein by this reference, or as otherwise may be agreed in writing by City and Contractor. It is expressly understood by Contractor that the provisions of this Subsection 2(B) shall not apply to work specifically set forth in Exhibit A or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the work to be performed as included in Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation. Unless contradictory of this Subsection 2(B), all provisions in this Agreement applicable to Contractor's performance of the Contractor Services shall also apply to the Additional Services.

- C. Standard of Performance. In performing the Contractor Services, Contractor shall use the skill and care that a highly specialized professional with significant expertise in the field would use under similar circumstances. To the extent that Contractor retains subcontractors to perform any portion of any of the Contractor Services, Contractor has a duty to City to ensure that the tasks, work, and services performed by such subcontractors meet the same highly specialized professional level, skill, and expertise expected of Contractor.
- D. Labor, Equipment, Materials. Contractor shall equip itself with all necessary labor, equipment, and materials to perform the Contractor Services specified in this Agreement. Contractor represents that the Contractor Services will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable Federal, State, and local laws to perform the Contractor Services. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of the Contractor Services and as required by law. Contractor ensures that all goods, materials, equipment, or personal property included within the Contractor Services shall be of good quality and fit for the purpose intended.
- E. Work Site. Contractor has or will investigate the work site and is or will be fully acquainted with the conditions there existing, prior to commencement of the Contractor Services. Should Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the Contractor Services, Contractor shall immediately inform City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City Representative (as defined below).
- F. Independent Contractor. All Contractor Services, and all work, services, labor, equipment, and materials furnished in conjunction therewith shall be furnished by Contractor as an independent contractor, subject to the inspection and approval of City, or the City Representative (as defined below). City shall have the right to control Contractor only as to results of the Contractor Services rendered pursuant to this Agreement. Neither City nor any of its officers, officials, employees, or agents shall have control over the conduct of Contractor or any of Contractor's

officers, employees, or agents. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner. No City-provided employee benefits shall be available to the Contractor or any of Contractor's employees in connection with this Agreement. Except for the fees paid to Contractor as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing Contractor Services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing Contractor Services hereunder.

3. AUTHORITY OF THE CITY REPRESENTATIVE

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

4. TERM OF AGREEMENT

This Agreement will be for the period of five (5) years; (**April 1, 2024 through March 31, 2029**) with five (5) options for a one (1) year extension. Extensions will be at the mutual agreement of both parties.

5. SUSPENSION OR TERMINATION OF AGREEMENT

- A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Contractor. Upon receipt of said notice, Contractor shall immediately cease all Contractor Services under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this Subsection 5(A), Contractor shall submit a final invoice/report to City pursuant to Section 6, and City shall be entitled to receive a return of the fee paid to Contractor, or portion thereof, if the reason for the termination is failure by Contractor to have timely performed the Services set forth in Exhibit A. In City's sole and absolute discretion, prior to

effecting a suspension or termination pursuant to this Subsection 5(A), City may first serve upon Contractor a written notice of the default specifying the default and the amount of time that Contractor shall have to cure, correct, or remedy the default. If Contractor fails to cure the default within the specified period of time, City shall have the right to immediately terminate this Agreement pursuant to this Subsection 5(A). Notwithstanding any other provision of this Agreement to the contrary, City's termination of this Agreement pursuant to this Subsection 5(A) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.

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

6. COMPENSATION

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

7. LICENSES, PERMITS, APPROVALS, FEES

- A. Contractor must possess at the time of commencing the Contractor Services and throughout the duration of this Agreement, a Contractor's License, issued by the State of California, which is current and in good standing. Contractor shall ensure that any subcontractor working on the Contractor Services possesses at the time of commencing work and throughout the duration of such subcontractor's work on the Contractor Services, a Contractor's License, issued by the State of California, which is current and in good standing. Contractor shall take out and maintain during the life of this Agreement a valid City Business License.
- B. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Contractor Services prior to commencing work. Contractor and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Contractor Services. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the Contractor Services, and shall indemnify, defend and hold harmless City and its elected and appointed officials, boards, members, officers, agents, representatives, employees, and volunteers ("**City Personnel**") against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against City hereunder.

8. INSURANCE AND LIABILITY

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

9. INDEMNIFICATION

- A. Contractor shall indemnify, defend (with legal counsel approved by City), and hold harmless City and City Personnel from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees, and all other costs and fees of litigation) of every nature (“**Claims**”) arising out of or in connection with Contractor’s negligence, recklessness, or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor’s legal counsel unacceptable, then Contractor shall reimburse City its costs of defense, including without limitation reasonable attorneys’ fees, expert fees, and all other costs and fees of litigation. Contractor shall promptly pay any final judgment rendered against City and City Personnel with respect to Claims determined by a trier of fact to have been the result of Contractor’s negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive the expiration or termination of this Agreement.
- B. Contractor’s obligations under this Section 9 apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by City or City Personnel. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the Parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City’s active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.
- C. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor’s negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor’s obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due to Contractor, without liability for interest, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor’s obligation to pay City any sums Contractor owes City.

10. OBSERVING LAWS AND ORDINANCES

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

11. NON-DISCRIMINATION

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

12. PATENTED AND COPYRIGHTED MATERIALS

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

13. PREVAILING WAGE REQUIREMENTS

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

extent applicable, City will enforce all penalties required by law for Contractor's failure to pay prevailing wages.

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

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

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

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

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

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

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

(vii) Pursuant to California Labor Code section 1775, it is hereby stipulated that Contractor shall, as a penalty to City, forfeit not more than \$200 for

each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Contractor Services by Contractor or any subcontractor.

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

14. CONFLICTS OF INTEREST

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

15. NO UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Contractor, or from any officer, employee, or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this

Agreement. Contractor further warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

16. ASSIGNMENT

Contractor shall not assign, hypothecate, or otherwise transfer this Agreement or any portion hereof, without first obtaining the written consent of City. If such an assignment, hypothecation, or transfer is made or attempted by Contractor, the assignment, hypothecation, or transfer shall be void; and City, at its sole option, may terminate this Agreement upon the giving of a 24-hour written notice to Contractor of such termination.

17. PERFORMANCE

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

18. FORCE MAJEURE

Any time period specified in this Agreement for performance of work and services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying Party shall within ten (10) days of the commencement of such delay notify the other Party in writing of the causes of the delay ("**Force Majeure Event**"). If Contractor is the delaying Party, City shall ascertain the facts and the extent of delay and extend the time for performing the work and services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive

upon the Parties. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be an extension of this Agreement pursuant to this Section 18. For the avoidance of doubt, Force Majeure Event shall not include (i) financial distress nor the inability of either Party to make a profit or avoid a financial loss; (ii) changes in the market prices or conditions; or (iii) a Party's financial inability to perform its obligations hereunder. The current events related to the COVID-19 pandemic are known and shall not constitute Force Majeure Event, future impacts of the COVID-19 pandemic may be considered a Force Majeure Event to the extent that they prevent the performance of a Party's obligations under this Agreement.

19. NOTICE

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

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

If to Contractor: Precision Concrete Cutting
5737 Kanan Road, 718
Aguora Hills, CA 91301
Attn: Gary Beneduci

20. WARRANTY

Contractor warrants all work under this Agreement (which for purposes of this Section 20 shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one (1) year (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by City of any defect in the work or non-conformance of the work to this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at Contractor's sole cost and expense. Contractor shall act sooner as requested by City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by Contractor's defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements, comply with the requirements

of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of City, regardless of whether such warranties and guarantees have been transferred or assigned to City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of City. This provision may be waived in Exhibit A if the Contractor Services hereunder do not include construction of any improvements or the supplying of equipment or materials.

21. ATTORNEYS' FEES

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

22. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

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

23. SEVERABILITY

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

24. EXECUTION

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

25. NO WAIVER

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No waiver by either

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

26. NO THIRD-PARTY BENEFICIARIES

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

27. NON-LIABILITY OF CITY PERSONNEL

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

28. GOVERNING LAW AND VENUE

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

29. SURVIVAL

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

30. SECTION HEADINGS AND SUBHEADINGS

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

31. INTEGRATION, CONSTRUCTION, AND AMENDMENT

This Agreement contains the entire understanding of the Parties and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written

understanding shall be of any force or effect with respect to those matters covered thereby. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. This Agreement shall be construed and interpreted with and shall be governed and enforced in all respects according to the laws of the State of California and as if drafted by both Parties. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes, or modifies this Agreement, signed by all the Parties hereto.

32. COUNTERPARTS

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

33. SPECIAL PROVISIONS

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

34. CITY MANAGER AUTHORITY

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

[Signatures on following page.]


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

CITY OF DUARTE

CONTRACTOR

Precision Concrete Cutting

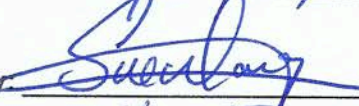
Brian Villalobos, City Manager

By: 
GARY Beneduci

Date: _____

Its: CEO & Treasurer

Date: 02/21/24

By: 

Soo Han Beneduci Wang

ATTEST

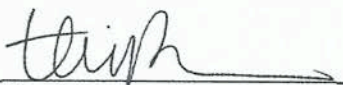
Its: President & Secretary

Date: 02/21/24

City Clerk

Date: _____

**APPROVED AS TO FORM
RUTAN & TUCKER, LLP**


City Attorney, City of Duarte

Date: 02/20/2024

EXHIBIT A

Services & Fee Schedule

Master Services Agreement Between CJPIA and Precision Concrete Cutting

[Starts Next Page]

MASTER SERVICE AGREEMENT

This Master Services Agreement (AGREEMENT) made as of this date, February, 15, 2023, by and between Precision Concrete Cutting (“CONTRACTOR”) and The California Joint Powers Insurance Authority (“AUTHORITY”).

This AGREEMENT is created for the sole purpose of establishing an agreed-upon set of services and related costs in order to allow California JPIA members (“MEMBER”) access to professional sidewalk inspection and maintenance services.

Further, this AGREEMENT creates no obligation or expectation that any work will result from this agreement. The CONTRACTOR’s specific services are defined below, and are available to members on as as-needed basis; the exact terms and conditions of such services are to be arranged between CONTRACTOR and MEMBER. MEMBERS are responsible for initiating and requesting any work of CONTRACTOR.

Service Option 1

SIDEWALK ASSESSMENT SERVICES

CONTRACTOR will inspect sidewalks and provide a written inspection report in the format approved by the MEMBER (optional curbs and gutters can be included in the scope of work). The inspection reports shall include the identification, location, and description of each problem and recommended action to be taken. The format and information required may be changed at the request of MEMBER with the agreement of both parties.

Sidewalk Assessment Fee Schedule

Cost Per Sidewalk Mile	Total Sidewalk Miles	Estimated Cost per Day	Estimated Man Days	Total Estimate Assessment Cost
\$455.00	TBD	\$1,000	TBD	\$ TBD

Sample Services and Responsibilities

1. MEMBER shall provide maps of specified areas to CONTRACTOR.
2. CONTRACTOR shall inspect public right-of-ways designated on the maps.
3. CONTRACTOR shall use current ADA standards and Member standards in determining tripping hazards. These hazards shall include, but not be limited to:
 - a) Differential displacement between sidewalk sections 3/8 inch or greater
 - b) Spall surfaces, holes in surfaces, and cracks above 1 inch wide or greater
 - c) Deteriorated joints that have an eroded condition and are 1/2 inch wide or greater
4. CONTRACTOR shall record location of damaged sections in a GPS device.

5. Data entered into the GPS device shall be provided in writing to the MEMBER.
6. CONTRACTOR shall provide written inspection report that shall include, but not be limited to:
 - a. Identification and description of each problem condition
 - b. Physical address and location including GPS location data
 - c. Size of the hazards in height, length, and square foot
 - d. Probable cause of the hazard, if evident
 - e. Pictures of damaged areas
 - f. Priority for repair; high, medium, low
 - g. Recommended action to be taken.
7. CONTRACTOR shall report to the MEMBER the results of the inspection upon completion.

Service Option 2

SIDEWALK TRIP HAZARD REMOVAL

Hazard Class	Small 3/8" to 1/2"	Medium >1/2" to 1"	Large >1"	Lineal Foot per Location	Square Foot per Location
Price per Hazard	\$31.00	\$62.00	\$125.00	5 lin. feet	25 sq. ft.

CONTRACTOR shall be paid a fee for specialized trip-hazard repair service on lifted sidewalk with a difference in vertical elevation above 1/4" to 2 1/2".

The fee paid to CONTRACTOR for trip-hazard removal shall be charged on a cost per hazard category per 5 lineal feet location. A removal of a trip hazard greater than 5 lineal feet shall be charged incremental cost per 5 feet location for the hazard class as follows:

Example: A less severe hazard (3/8" to 1/2" high) that is 7 lineal feet long shall be charged 2 locations (7 lineal feet = 5 feet + 2 feet) = \$31 x 2 locations = \$62.00

Sample Services and Responsibilities

1. CONTRACTOR shall repair sidewalk trip hazards above 1/4" and up to 2 1/2" in designated work areas as determined by the MEMBER.
2. CONTRACTOR shall remove hazards completely, from one end of the raised sidewalk joint to the other, if applicable, leaving a zero point of differential between slabs.
3. CONTRACTOR shall not cause any damage to landscaping, trees, retaining walls, curbs, sprinkler heads, utility covers or other objects adjacent to sidewalks. If CONTRACTOR and/or CONTRACTOR's equipment does cause damage to above, the MEMBER must

be notified immediately and damages must be repaired at the CONTRACTOR's expense within 24 hours of the time the damage occurred.

4. CONTRACTOR shall completely and immediately clean up all debris after each hazard is repaired. All costs incurred for disposal of waste material shall be included in unit cost and not paid for separately.
5. CONTRACTOR shall repair each sidewalk trip hazard without damage to adjacent slab(s) or curb(s).
6. CONTRACTOR shall cut dry with dust abatement mechanism. No water-cooling is allowed, which creates slurry and contaminates storm drains or causes excessive environmental impact.
7. CONTRACTOR shall submit an itemized summary of all repaired hazards which includes:
 - a. The specific hazard height – both high side and low side measurement – in 8ths of an inch
 - b. The actual length of the repair to the nearest ½ foot
 - c. The total width of actual repair to the nearest ½ foot
 - d. The square feet of the effective panel from joint to nearest joint or score line
 - e. The calculated unit for measurement shall be the square foot of the effected panel
 - f. The physical location (address) of each repair
 - g. Pictures of each repair as requested
 - h. Itemized cost of each repaired trip hazard
8. CONTRACTOR shall submit a detailed invoice setting forth the services performed, in accordance with the formula for saw-cutting calculations. All invoices must show the cut depth, size, length, width, square feet, address, the number of locations, and the date repaired for each hazard removal.

The billing unit for invoice calculation shall be the number of locations where one (1) location is up to 5 lineal feet.
9. CONTRACTOR shall guarantee specified repair slope (1:12 or 1:8 based upon requirements outlined by the Americans with Disabilities Act) is achieved. If defined slope is not achieved, CONTRACTOR must repair to specification at no additional charge within 24 hours of discovery.
10. CONTRACTOR shall guarantee that the removed trip hazard will have a uniform appearance and texture. The finished surface shall have a co-efficient of friction of at least 0.6.
11. Method of trip-hazard removal shall entail precise saw-cutting performed with hand-held, electric-powered equipment, using a machined hub and flush-mounted, diamond-tipped blades. Must be capable of cutting at any angle and perform trip-hazard removal in hard-to-reach areas, around obstacles, on narrow walkways, and next to fences and retaining walls or buildings.

12. CONTRACTOR shall make its best effort to notify residents 3 days in advance of any work and schedule the operations so as to cause a minimum of interruption, interference or disturbance to the operation of stores, businesses, office buildings, hotels, churches, etc., and allow access by pedestrians and emergency, delivery and service vehicles at all times.

Sidewalk repair equipment and all other items incidental to the work shall not be left or stored on the sidewalk or on private property while not in use.

13. CONTRACTOR shall take precautions during saw-cutting operations not to disfigure, scar, or impair the health of any tree on public or private property.

Service Option 3

SIDEWALK ASSESSMENT AND TRIP HAZARD REMOVAL

Hazard Class	Small 3/8" to 1/2"	Medium >1/2" to 1"	Large >1"	Lineal Foot per Location	Square Foot per Location
Price per Hazard	\$37.00	\$74.00	\$148.00	5 lin. Feet	25 sq. ft.

See sample services and responsibilities under respective sections in Service Option 1 and Service Option 2.

Service Option 4

FIVE-YEAR MAINTENANCE PROGRAM

Hazard Class	Small 3/8" to 1/2"	Medium >1/2" to 1"	Large >1"	Lineal Foot per Location	Square Foot per Location
Price per Hazard	\$37.00	\$74.00	\$148.00	5 lin. Feet	25 sq. ft.

Sample Sidewalk Survey Services and Responsibilities

1. CONTRACTOR shall perform annual, semi-annual, or quarterly sidewalk inspection as determined by the scope of services to be defined by terms mutually set between the MEMBER and CONTRACTOR.
2. CONTRACTOR shall specify problems and recommend action to be taken.
3. CONTRACTOR shall prioritize the areas and problems to be resolved.
4. CONTRACTOR shall identify repairs to be accomplished by saw cutting.
5. CONTRACTOR shall identify spall surfaces, holes in surfaces, and cracks above 1" wide or greater.
6. CONTRACTOR shall recommend areas to be demolished and replaced.
7. CONTRACTOR shall provide written inspection report that shall include, but not be limited to:
 - a. Identification and description of each problem condition

- b. Physical address and location including GPS location data
- c. Size of the hazards in height, length, and square foot
- d. Probable cause of the hazard, if evident
- e. Pictures of damaged areas
- f. Priority for repair; high, medium, low
- g. Recommended action to be taken.
- h. CONTRACTOR shall report to the MEMBER the results of the inspection upon completion.

Sample Sidewalk Trip Hazard Removal Services and Responsibilities

1. CONTRACTOR shall make repairs and recommendations to achieve the lowest overall cost to the MEMBER.
2. CONTRACTOR shall remove the existing trip hazards by saw cutting changes in elevation between adjacent panels from above ¼ inch up to 2 ½ inches in height as specified in the scope of work defined by mutually set terms between the MEMBER and CONTRACTOR.
3. The MEMBER shall set a fixed budget “not to exceed” per month, per quarter, or per year.
4. CONTRACTOR shall provide in-depth report, audit-able for maintenance and risk management

Sample Remove/Replacement Survey Reporting Services and Responsibilities

1. CONTRACTOR shall survey and report all areas not recommended for saw cutting.
2. CONTRACTOR shall identify remove and replacement locations to maximize the repair of locations that truly need to be replaced.
3. CONTRACTOR shall provide a written report that identifies the location, length, width, and square foot measurement of the effected panels to be replaced.
4. CONTRACTOR shall provide GPS locations, maps and photographs of areas recommended for removal and replacement.
5. CONTRACTOR shall provide monthly an in-depth report, audit-able for maintenance and risk management.

Bonding Requirements

Direct cost associated with any specific bonding requirements beyond the required Contractors License Bond including the cost of Performance Bond, Payment Bond, or any other additional bonding requirements are not included in the fee schedule listed above and will be added to the cost of the project.

CPI Escalation

The fees charged by Precision Concrete Cutting which are expressed as stated dollar amounts in this schedule shall be increased annually commencing on the one-year anniversary date of the Effective Date. Any increase must include written justification such as CPI figures and is subject to approval if it exceeds the annual 3% allowable increase.

Authorization

CONTRACTOR shall inspect and report only those sidewalk conditions and trip hazards as specified in the performance in this AGREEMENT, and therefore makes no representation that other trip hazards outside the scope of work have been identified. CONTRACTOR shall not be responsible for conditions outside the control of CONTRACTOR that have changed after completion of the inspections due to tree roots, water, settling, and other causes, and shall not be liable for any claims, losses, or damages arising from known or unknown trip hazards. Additionally, CONTRACTOR shall carry out authorized remediation and repair work as specified in the performance of this AGREEMENT, and based on locations either identified through their inspection process or identified separately from the CONTRACTOR'S inspection process. CONTRACTOR shall be responsible for removal of all trip hazards that have been identified and authorized through the performance of this AGREEMENT. CONTRACTOR shall not be responsible for trip hazards that arise after completion of the remediation and repair work as specified in the performance of this AGREEMENT due to conditions outside the control of the CONTRACTOR, such as tree roots, water, settling, and other causes.

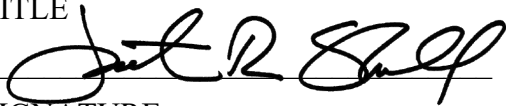
FOR AUTHORITY:

Jonathan Shull

NAME

Chief Executive Officer

TITLE



SIGNATURE

February 7, 2023

DATE

FOR CONTRACTOR:

Gary Beneduci

NAME

General Manager

TITLE



SIGNATURE

February 7, 2023

DATE

EXHIBIT B

Insurance Requirements

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

(i) Commercial General Liability (including premises and operations, contractual liability, personal injury, death, and independent contractor liability): Not less than Three Million Dollars (\$3,000,000.00) per occurrence.

(ii) Automobile Liability (including owned, non-owned, leased, and hired autos): One Million Dollars (\$1,000,000.00), combined single limit, per occurrence for bodily injury, death, and property damage.

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

(iv) Contractor's pollution liability insurance: Coverage shall provide for liability arising out of sudden, accidental, and gradual pollution, and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for remediation of the site in the event of an environmental contamination event arising out of the materials, supplies, products, work, operations, or workmanship.

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

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

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

(C) Concurrency of effective dates with primary policies;

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

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

B. Contractor's Insurance General Requirements.

(i) All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City Representative.

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

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

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

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

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

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

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

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

(x) Insurance policies shall not contain any limiting provision or endorsement that has not been submitted to City for approval. By way of example, additional insured endorsements shall not be limited to "ongoing operations,"

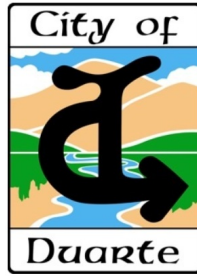
exclude contractual liability, restrict coverage to the “sole” liability of Contractor, or contain any other limitation contrary to this Agreement.

- C. Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved in writing by City.
- D. Evidence of Coverage. Contractor shall furnish City with certificates of insurance demonstrating the coverage required by this Agreement which shall be received and approved by City not less than five (5) working days before work on the Contractor Services commences. At least thirty (30) days prior to the expiration of any policy of insurance required under this Agreement, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with City.
- E. Workers Compensation Insurance. Contractor shall file with City the following signed certification:

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

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

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



ITEM: 13.A

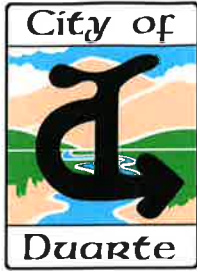
Fiscal Year 2023-24 Mid-Year Budget Report

Recommended Action:

It is recommended that the City Council receive and file the mid-year budget report and approve the corresponding budget amendments as delineated in Attachment 2.

Attachments:

[13.A. - Staff Report - Fiscal Year 23-24 Mid-Year Budget Report.pdf](#)



Agenda Item: 1AA
CM Review: BCV
Fiscal Review: JP

AGENDA REPORT

MEETING DATE: February 27, 2024

TO: Mayor and Members of the City Council

FROM: Kristen Petersen, Director of Administrative Services

SUBJECT: Fiscal Year 2023/24 Mid-Year Budget Report

RECOMMENDATION: It is recommended that the City Council receive and file the mid-year budget report and approve the corresponding budget amendments as delineated in Attachment 2.

FISCAL IMPACT: The recommended budget amendments are detailed in Attachment 2 and the net change is summarized by fund as follows:

General Fund	\$1,021,400
Gas Tax Fund	(\$175,000)
Lighting Landscape Fund	\$0
CDBG Fund	(\$100,000)
PAEG Fund	(\$10,000)
Supplement Law Enforcement Fund	\$0
Bike & Pedestrian Safety Fund	(\$5,100)
AQMD Fund	(\$13,200)
Measure M Fund	(\$60,000)

BACKGROUND

Staff has completed the mid-year budget projections for the 2023/24 fiscal year. The results of this process are presented in Attachment 1 to this report. The information in the attachment is organized by fund, and compares amounts budgeted to projected year-end revenues, expenditures, and fund balances. This report also discusses certain budget amendments, which are summarized in Attachment 2.

Currently, fiscal year 2023/24 revenues are estimated to be 7% higher and expenses are estimated to be 2% higher than originally projected. As a result, staff is estimating that the General Fund will reflect a deficit of \$469,600, instead of the \$1.5 million deficit that was originally adopted. This will result in year-end unassigned reserves of \$22 million or 93% of the General Fund expenditures.

The largest impacts on the anticipated increase to General Fund revenue is a result of higher-than-expected franchise tax, interest earnings, motor vehicle license fees, grants, plan check fees and administrative citation fees. The expenses increased largely due to items that have already been presented to and approved by City Council in the last eight months since adoption of the original budget and a handful of prior year projects that were delayed and completed after July 2023. Elements contributing to the changes in revenues and expenses are described in further detail in

the narrative below.

DISCUSSION/ANALYSIS

Revenues:

At year-end, total General Fund revenues are projected to be \$23.4 million. This amount represents an increase of \$1.6 million or 7% as compared to the adopted budget. Some of the major impacts on revenue are discussed below.

Increased Franchise Fees – The actual franchise taxes received in fiscal year 2022/23 were substantially more than projected. As a result, we are estimating that franchise fee revenue will come in approximately \$200,000 higher in 2023/24.

Increased Interest Earnings – Due to the City’s healthy reserves and the gradual increase in interest rates at the Local Agency Investment Fund, we are projecting \$400,000 more in interest earnings in 2023/24.

Increased Grant Revenue – The City was recently awarded two grants; a state grant to conduct a broadband assessment, a new SB1383 grant and another tobacco enforcement grant. Based on staff’s projection of how much we will be spending over the next 6 months on these programs, we have increased projected revenues by \$271,000. The balance of these grants will be spent in 2024/25.

Increased Plan Check Fees – In mid-December the City received more than \$275,000 in plan check fees from the tenant improvements for the City of Hope’s Duarte Outpatient Center. As a result, we have increased the annual plan check revenue projection by \$100,000.

Expenditures:

At year-end, total General Fund expenditures are projected to be \$23.9 million. This amount represents an increase of 2.5% or \$578,000, as compared to the adopted budget. This is the result of both increases and decreases in many of our expenses. A discussion of a few key items is highlighted below.

City Manager – Given that the proponent withdrew their cannabis ballot initiative, election costs will not be incurred in March 2024, so the City Manager’s budget has been reduced by \$86,000. If the initiative is brought back for the November 2024 election, funds can be included in the fiscal year 2024/25 budget.

Legal Services – In June 2023 after the original budget was adopted the City Council approved a new contract with Rutan & Tucker and as a result, we are projecting increased expenses of approximately \$38,000. We also have increased the legal services budget by another \$20,000 for the extra work that Civica is doing with our Public Safety department related to our transient population, such as seeking additional stay-away orders, court ordered rehab programs and petitioning the court to enroll challenging cases of mental illness to the CARE Court.

Parks and Recreation – In September 2023, the City Council approved a budget amendment of \$20,000 for the sign renaming Royal Oaks Park extension after Tzeitel. In December 2023 the City Council approved a budget amendment of \$459,000 for a contract with Aquatic Design Group for design services for the Fitness Center Pool Area Renovation. Both amendments have increased projected Parks and Recreation expenses.

Facilities Maintenance – Both the Fitness Center Roof replacement and the City Yard fence and gate replacement were delayed projects from prior fiscal years. Notices of completion and budget amendments were approved by City Council in September for both projects in the amount of \$187,000 and \$55,000 respectively. Another reason for increased expenses in the Facilities Maintenance budget is the contract with AOC Pool Deck Repair in the amount of \$149,000 that was approved by City Council in November 2023.

Information Technology – We continue to expand our investments in computer, internet, and information technology as it moves into every aspect of our service to the community. We will be replacing our switches at all City Facility locations and as a result, need to increase the budget by \$27,000.

Other Funds

Lighting and Landscape Fund – The Citywide Lighting and Landscape District is expected to have a \$97,400 increase in expenses due to increased landscape costs included in the Mariposa Landscape contract that was recently approved by City Council. Because the Citywide Lighting and Landscape District has limited funds, these additional costs will result in an increase to the General Fund subsidy of the Citywide LLD.

PAEG Fund – While we do not want to make major investments in the Community Center audio-visual system given that the future replacement is still under review and consideration by City Council as part of the overall Capital Improvement plan, we have allocated \$10,000 in PAEG funds to cover the necessary repairs of failing equipment that have been and will be needed before June 30, 2024.

Supplemental Law Enforcement Funds – We received \$25,000 more in SLEF revenue funds than originally projected, so we have increased the expenses accordingly. Given that these funds are used to pay for the Sheriff's services, this will reduce the amount of General Funds that will be needed to pay for the Sheriff's contract.

Measure M Fund – As a result of the changes to our bus route and two hit and runs, we incurred costs of repairs and removals of several bus shelters. In addition, the City Council approved a contract with Bucknam at the February 13th meeting to prepare a Pavement Management Plan. In order to provide for both items, we are recommending that Measure M expenses be increased by \$60,000.

RECOMMENDATION

It is recommended that the City Council receive and file the mid-year budget report and approve the corresponding budget amendments as delineated in Attachment 2.

FISCAL IMPACT

The recommended budget amendments are detailed in Attachment 2 and the net change is summarized by fund as follows:

General Fund	\$1,021,400
Gas Tax Fund	(\$175,000)
Lighting Landscape Fund	\$0
CDBG Fund	(\$100,000)
PAEG Fund	(\$10,000)
Supplement Law Enforcement Fund	\$0
Bike & Pedestrian Safety Fund	(\$5,100)
AQMD Fund	(\$13,200)
Measure M Fund	(\$60,000)

ATTACHMENTS

Attachment 1 – Mid-Year Budget 2023/24

Attachment 2 – Mid-Year Proposed Budget Amendments

**Attachment 1
MID-YEAR BUDGET 2023-24**

	FY 2023-24 Adopted Budget	Proposed Amendments	FY 2023-24 Amended Budget	FY 2023-24 Est Actual
GENERAL FUND				
Revenues:				
Property tax	3,130,000		3,130,000	3,106,000
Sales tax	10,000,000	50,000	10,050,000	10,051,000
Franchise tax	1,290,000	200,000	1,490,000	1,500,000
Business license tax	310,000	40,000	350,000	350,000
Other taxes	775,000	30,000	805,000	820,000
Building permits	500,000	50,000	550,000	550,000
Other licenses & permits	327,000		327,000	267,000
Interest	311,000	400,000	711,000	718,000
Other uses of money & property	(100,500)	200,000	99,500	115,500
Motor vehicle in lieu fees	2,870,400	90,000	2,960,400	2,969,000
Other intergovernmental	170,600	300,000	470,600	490,600
Recreation fees	318,300		318,300	278,800
Other service charges	747,000	100,000	847,000	889,000
Fines & forfeitures	330,000	100,000	430,000	450,000
Miscellaneous revenues	7,500		7,500	5,000
Reimbursements from other funds	835,200	40,000	875,200	877,800
Total Revenues	21,821,500	1,600,000	23,421,500	23,437,700
Expenditures:				
City council	198,400	3,000	201,400	201,900
City manager	1,209,000	(150,000)	1,059,000	1,051,200
Legal services	565,000	70,000	635,000	638,000
Com. Promotions & memberships	484,900	33,000	517,900	518,500
Public safety	7,332,100	(58,000)	7,274,100	7,271,500
Community development	3,377,300	(130,000)	3,247,300	3,243,900
Field services	1,213,900	(15,000)	1,198,900	1,198,100
Parks and recreation	2,012,000	571,000	2,583,000	2,583,900
Facilities maintenance	1,168,100	449,000	1,617,100	1,616,900
Administrative services	4,926,800	(295,000)	4,631,800	4,641,400
Transfers out to other funds	841,400	100,600	942,000	942,000
Total Expenditures	23,328,900	578,600	23,907,500	23,907,300
Revenues Over (Under) Expenditures	(1,507,400)			(469,600)
Beginning Fund Balance	31,981,364			31,981,364
Estimated Ending Fund Balance	30,473,964			31,511,800
Nonspendable-Land Held for Resale				2,739,000
Restricted - Special Projects				4,649,000
Restricted - Public Art				240,000
Restricted - Development Projects				1,340,000
Restricted - Storm Drain				94,000

Restricted- Pensions			117,000
Committed - Vehicle Replacement			38,000
Unassigned			22,294,800

STATE GASOLINE TAX

Revenues:

Interest	51,700		51,700	97,500
Gasoline tax	618,200		618,200	616,900
Total Revenues	669,900		669,900	714,400

Expenditures:

Miscellaneous projects	820,000	150,000	970,000	970,000
Reimbursement to General Fund	164,000	25,000	189,000	189,000
Total Expenditures	984,000	175,000	1,159,000	1,159,000

Revenues Over (Under) Expenditures	(314,100)	(175,000)	(489,100)	(444,600)
Beginning Fund Balance	2,149,583			2,149,583
Ending Fund Balance	1,835,483			1,705,000

SB1/RMRA

Revenues:

Interest	12,200		12,200	29,200
RMRA	535,800		535,800	545,800
Total Revenues	548,000		548,000	575,000

Expenditures:

Street Improvements	-		-	-
Other Capital Improvements	535,000		535,000	535,000
Reimbursement to General Fund	107,000		107,000	107,000
Total Expenditures	642,000		642,000	642,000

Revenues Over (Under) Expenditures	(94,000)		(94,000)	(67,000)
Beginning Fund Balance	842,668			842,668
Ending Fund Balance	748,668			775,700

LIGHTING AND LANDSCAPE

Revenues:

Transfers in - general fund	620,500	-	620,500	717,900
Assessments & other	1,007,300	-	1,007,300	1,007,300
Total Revenues	1,627,800	-	1,627,800	1,725,200

Expenditures:				
City-wide lighting	372,900	-	372,900	372,900
City-wide landscape	931,100	97,400	1,028,500	1,028,500
Landscape zones	373,400	-	373,400	369,500
Total Expenditures	1,677,400	97,400	1,774,800	1,770,900
Revenues Over (Under) Expenditures	(49,600)	(97,400)	(147,000)	(45,700)
Beginning Fund Balance	96,645			96,645
Ending Fund Balance	47,045			50,900

COMMUNITY DEVELOPMENT BLOCK GRANT

Revenues:				
Entitlement	148,000		148,000	128,000
Total Revenues	148,000		148,000	128,000
Expenditures:				
Street Improvements	-		-	-
ADA Improvements	18,000	95,000	113,000	113,000
Other	10,000	5,000	15,000	15,000
Total Expenditures	28,000		128,000	128,000
Revenues Over (Under) Expenditures	120,000		20,000	-
Beginning Fund Balance	-			-
Ending Fund Balance	120,000			-

PAEG FEES

Revenues:				
Interest Earnings	-		-	-
Fees	33,000		33,000	33,000
Total Revenues	33,000		33,000	33,000
Expenditures:				
Other Expenses	-	10,000	10,000	10,000
Total Expenditures	-	10,000	10,000	10,000
Revenues Over (Under) Expenditures	33,000	(10,000)	23,000	23,000
Beginning Fund Balance	41,268			41,268
Ending Fund Balance	74,268			64,300

SUPPLEMENTAL LAW ENFORCEMENT

Revenues:

Interest	1,400	900	2,300	2,300
Entitlement	161,600	24,400	186,000	186,000
Total Revenues	163,000	25,300	188,300	188,300

Expenditures:

Special events patrol	20,000	4,000	24,000	24,000
Contract law enforcement	143,000	21,300	164,300	164,300
Total Expenditures	163,000	25,300	188,300	188,300

Revenues Over (Under) Expenditures	-	-	-	-
Beginning Fund Balance	-			-
Ending Fund Balance	-			-

BICYCLE & PEDESTRIAN SAFETY

Revenues:

Interest	-		-	-
Entitlement	40,000	5,100	45,100	45,100
Total Revenues	40,000		45,100	45,100

Expenditures:

Sidewalk improvements	40,000	5,100	45,100	45,100
Total Expenditures	40,000		45,100	45,100

Revenues Over (Under) Expenditures	-		-	-
Beginning Fund Balance	-			-
Ending Fund Balance	-			-

AIR QUALITY MANAGEMENT

Revenues:

Interest	3,400	4,000	7,400	7,400
Entitlement & Other	27,000	3,400	30,400	30,200
Total Revenues	30,400	7,400	37,800	37,600

Expenditures:

Vehicles	24,000	13,200	37,200	37,200
Other	-		-	-
Reimbursement to General Fund	-		-	-
Total Expenditures	24,000	13,200	37,200	37,200

Revenues Over (Under) Expenditures	6,400	(5,800)	600	400
Beginning Fund Balance	<u>150,835</u>			<u>150,835</u>
Ending Fund Balance	157,235			151,200

PARK DEVELOPMENT FUND

Revenues:

Interest	-		-	-
Grant Program Rev	564,000	-	564,000	248,000
Total Revenues	564,000		564,000	248,000

Expenditures:

Park Improvements	502,000		502,000	201,000
Other	62,000	-	62,000	49,500
Total Expenditures	564,000		564,000	250,500

Revenues Over (Under) Expenditures	-	-	-	(2,500)
Beginning Fund Balance	<u>(18,808)</u>			<u>(18,808)</u>
Ending Fund Balance	(18,808)			(21,308)

QUIMBY ACT

Revenues:

Interest	1,600		1,600	3,100
Assessments	-		-	-
Total Revenues	1,600		1,600	3,100

Expenditures:

Park improvements	-		-	-
Total Expenditures	-		-	-

Revenues Over (Under) Expenditures	1,600			3,100
Beginning Fund Balance	<u>68,861</u>			<u>68,861</u>
Ending Fund Balance	70,461			72,000

TRANSPORTATION - PROPOSITION A

Revenues:

Interest	28,000		28,000	40,300
Entitlement	614,300		614,300	614,300
Other Revenue	21,000		21,000	11,000

Transfers In	-	-	-
Total Revenues	663,300	-	663,300
Expenditures:			
Reimbursement - General Fund	50,000		60,000
Transit services	517,000	-	432,000
Total Expenditures	567,000	-	492,000
Revenues Over (Under) Expenditures	96,300	-	173,600
Beginning Fund Balance	948,893		948,893
Ending Fund Balance	1,045,193		1,122,500

TRANSPORTATION - PROPOSITION C

Revenues:			
Interest	7,500		13,400
Other Revenue	17,000		9,000
Entitlement	509,600		509,600
Total Revenues	534,100	-	532,000
Expenditures:			
Reimbursement - General Fund	40,000		45,000
Transit services	418,800	-	343,800
Total Expenditures	458,800	-	388,800
Revenues Over (Under) Expenditures	75,300	-	143,200
Beginning Fund Balance	260,956		260,956
Ending Fund Balance	336,256		404,200

MEASURE R LOCAL RETURN

Revenues:			
Interest	30,300		53,500
Entitlement	382,200		382,200
Total Revenues	412,500	-	435,700
Expenditures:			
Reimbursements	83,000	-	75,600
Capital Improvements	415,000	-	378,000
Total Expenditures	498,000	-	453,600
Revenues Over (Under) Expenditures	(85,500)	-	(17,900)
Beginning Fund Balance	652,248		652,248

Ending Fund Balance	566,748		634,300
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MEASURE M LOCAL RETURN

Revenues:

Interest	10,000		10,000	22,400
Entitlement	433,100		433,100	433,100
Total Revenues	443,100		443,100	455,500

Expenditures:

Reimbursements	48,000	10,000	58,000	58,000
Capital Improvements	240,000	50,000	290,000	290,000
Total Expenditures	288,000	60,000	348,000	348,000

Revenues Over (Under) Expenditures	155,100	(60,000)	95,100	107,500
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Beginning Fund Balance	1,081,960			1,081,960
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Ending Fund Balance	1,237,060			1,189,500
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MEASURE W FUND

Revenues:

Interest	600		600	3,000
Entitlement	250,000		250,000	254,000
Total Revenues	250,600		250,600	257,000

Expenditures:

Reimbursements	-		-	-
Other Expenses	-		-	140,000
Capital Improvements	230,000		230,000	-
Total Expenditures	230,000		230,000	140,000

Revenues Over (Under) Expenditures	20,600		20,600	117,000
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Beginning Fund Balance	342,985			342,985
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Ending Fund Balance	363,585			460,000
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TOWN CENTER DEBT SERVICE

Revenues:

Interest	-		-	-
Transfers in	-		-	-
Total Revenues	-		-	-

Expenditures:			
Interest expense	-	-	-
Principal payment	-	-	-
Other	-	-	-
Total Expenditures	-	-	-
Revenues Over (Under) Expenditures	-	-	-
Beginning Fund Balance	-	-	-
Ending Fund Balance	-	-	-

INFRASTRUCTURE MODERNIZATION DEBT SERVICE FUND

Revenues:			
Interest	-	-	-
Transfers in	220,900	220,900	220,900
Total Revenues	220,900	220,900	220,900
Expenditures:			
Interest expense	55,100	55,100	55,100
Principal payment	165,800	165,800	165,800
Other	-	-	-
Total Expenditures	220,900	220,900	220,900
Revenues Over (Under) Expenditures	-	-	-
Beginning Fund Balance	-	-	-
Ending Fund Balance	-	-	-

INCLUSIONARY HOUSING

Revenues:			
Interest	13,300	13,300	24,300
Assesments	-	-	-
Total Revenues	13,300	13,300	24,300
Expenditures:			
Other expenses	-	-	-
Total Expenditures	-	-	-
Revenues Over (Under) Expenditures	13,300	-	24,300
Beginning Fund Balance	538,092	-	538,092
Ending Fund Balance	551,392	-	562,400

COMMUNITY IMPROVEMENT

Revenues:

Interest	20,600	20,600	44,000
Grant Revenue	4,733,000	4,733,000	4,733,000
Other Revenue	234,000	234,000	234,000
Transfer In	-	-	-
Total Revenues	4,987,600	4,987,600	5,011,000

Expenditures:

Other Capital Improvements	4,988,000	4,988,000	4,988,000
Professional Services	-	-	-
Total Expenditures	4,988,000	4,988,000	4,988,000

Revenues Over (Under) Expenditures	(400)	(400)	23,000
Beginning Fund Balance	811,851		811,851
Ending Fund Balance	811,451		834,900

HOUSING AUTHORITY

Revenues:

Interest	40,200	40,200	82,900
Transfer In Affordable Housing	-	-	-
Gain on Sale of Land	-	-	-
Other Revenue	-	-	-
Total Revenues	40,200	40,200	82,900

Expenditures:

Meeting Stipends	5,100	5,100	5,100
Professional Services	117,600	117,600	117,600
Legal Counsel	1,000	1,000	-
Other	10,200	10,200	10,700
Total Expenditures	133,900	133,900	133,400

Revenues Over (Under) Expenditures	(93,700)		(50,500)
Beginning Fund Balance	2,053,300		2,053,300
Ending Fund Balance	1,959,600		2,002,800

FORMER RDA AFFORDABLE HOUSING AUTHORITY

Revenues:

Interest	98,900	98,900	168,900
Transfer In Affordable Housing	-	-	-

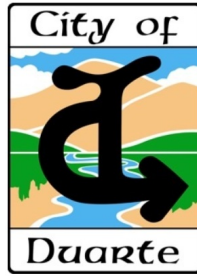
Gain on Sale of Land	-	-	-
Other Revenue	-	-	-
Total Revenues	98,900	98,900	168,900
Expenditures:			
Meeting Stipends	-	-	-
Professional Services	8,600	8,600	8,600
Legal Counsel	-	-	-
Other	-	-	-
Total Expenditures	8,600	8,600	8,600
Revenues Over (Under) Expenditures	90,300	-	160,300
Beginning Fund Balance	3,170,079		3,170,079
Ending Fund Balance	3,260,379		3,330,400

Attachment 2
PROPOSED MID-YEAR BUDGET AMENDMENTS
FISCAL YEAR 2023-24

	<u>Account Number</u>	<u>Change in Revenues</u>	<u>Change in Expenditures</u>
GENERAL FUND			
Increase in Franchise Tax projection	100-4003	200,000	
Increase in Business License Tax projection	100-4004	40,000	
Increase in Transient Occupancy Tax projection	100-4005	30,000	
Increase in Sales & Use Tax Projection	100-4008	50,000	
Increase in Building Permit Projection	100-4201	50,000	
Increase for 1515 Huntington Dr & 1535 Duncannon Admin Citations	100-4303	50,000	
Increase for 1307 Bloomdale Admin Citation	100-4303	50,000	
Increase due to higher interest balances & rates	100-4401	400,000	
Increase to GASB 31 calculation (not cash)	100-4411	200,000	
Increase due to FEMA reimbursement for Fish Fire Flood	100-4503	30,000	
Increase in MVLFF per mid year payment	100-4601	90,000	
Increase due to receipt of Broadband Grant & new Tobacco grant	100-4613	270,000	
Increase due to COH Outreach Ctr tenant improvments	100-4901	100,000	
Increase in reimbursements due to increased Gas Tax expenses	100-5102	25,000	
Increase in reimbursements due to increased Prop A & C expenses	100-5103	15,000	
City Council			
Decrease due to change in health care cashout	100-1005-7002		(16,000)
Increase due to change in health care enrollment	100-1005-7071		19,000
City Manager			
Decrease due to staffing changes	100-1010-7002		(15,000)
Decrease due to no Cannabis measure	100-1010-7651		(85,000)
Decrease due to delay in Broadband project	100-1010-7965		(50,000)
Legal Services			
Increase due to Rutan & Tucker contrat approved by Council 6/23	100-1015-7680		35,000
Increase for Civica work on new code enf laws	100-1015-7684		35,000
Community Promotions			
Increase in Community Information costs	100-1020-7712		8,000
Increase to provide for Holiday décor storage/inc Holiday event costs	100-1020-7716		25,000
Public Safety			
Decrease in Sheriff costs due to increased COPS & tobacco funds	100-1205-7781		(58,000)
Community Development			
Decrease due to vacancies	100-1405-7002		(10,000)
Decrease due to end of Mel Cyn project	100-1405-7965		(120,000)
Field Services			
Decrease due to vacancies	100-1410-7002		(30,000)
Sports Park			
Increase in sports park landscape - Mariposa contract aprvd by Council	100-1415-7916		15,000
Parks & Recreation			
Increase in general staffing costs	100-1605-7002		10,000
Increase in Senior Ctr staff costs	100-1605-7016		18,000

Increase due to increased attendance at Senior Ctr	100-1605-7733	5,000
Increase due to increase in attendance at Adult classes	100-1605-7736	21,000
Increase for new treadmill for Boxing program	100-1605-7745	4,000
Increased pyro costs and other Independence Event costs	100-1605-7758	13,000
Increase for Pool Deck reno design plans approved by Council	100-1605-7965	458,000
Increase for LPA Fitness Ctr assessment approved by Council	100-1605-7965	16,000
Increase for Paras-Caracci park sign approved by Council	100-1605-7980	26,000
Facilities		
Increase for inc supply costs ie. recyclable materials	100-1610-7618	10,000
Increase for delayed Fitness Ctr roof replacement	100-1610-8100	187,000
Increase for delayed City yard gate/fence replacement	100-1610-8100	55,000
Increase for pool deck repairs approved by Council	100-1610-8100	149,000
Increase for Comm Ctr roof repair	100-1610-8100	24,000
Increase for LPA Civic Ctr assessment approved by Council	100-1610-8100	24,000
Finance		
Increase for new Payroll Tech salary	100-1805-7002	18,000
Increase for new Payroll Tech benefits	100-1805-7071	16,000
Increase for Measure W audit & new Gasb 75 rpt	100-1805-7654	12,000
Increase for Property Tax Admin Fee	100-1805-7762	13,000
Information Technology		
Increase for new switches	100-1815-7630	27,000
General Services		
Decrease due to reduced ADC amount per new GASB 75 report	100-1825-7674	(392,000)
Vehicle Replacement		
Increase due to cost of leased vehicles	100-1830-8100	11,000
Transfers Out		
Increase due to higher costs in Citywide Light Landscape Dist	100-1905-9020	97,400
Increase due to returned AQMD funds	100-1905-9071	3,200
		1,600,000
General Fund Net Change	1,021,400	578,600
GAS TAX FUND		
Increase for KHR Promenade Design approved by Council	220-2205-8100	100,000
Increase for purchase of Highland easement approved by Council	220-2205-8100	50,000
Increase in 20% Admin reimb to Gen Fund	220-2215-8610	25,000
		0
Gas Tax Fund Net Change	(175,000)	175,000
LIGHTING AND LANDSCAPE FUND		
Increase General Fund Subsidy	240-6901	97,400
Increase due to new Mariposa contract approved by Council	240-2410-7915	85,100
Increase due to new Mariposa contract approved by Council	240-2410-7917	12,300
		97,400
Lighting and Landscape Fund Net Change	0	97,400
CDBG FUND		
Increase for consultant costs approved by Council	260-2605-7965	5,000
Increase for ADA sidewalk project approved by Council	260-2605-8061	95,000
		0
		100,000

Community Development Block Grant Fund			(100,000)
PAEG FUND			
Increase for new equipment in Council Chambers	270-2705-8100		10,000
		0	10,000
Public Access Education Government Fund			(10,000)
SLEF FUND			
Increase due to increased interest revenue	290-4401	900	
Increase due to increased SLEF revenue	290-4605	24,400	
Increase due to available funds	290-2905-7781		21,300
Increase due to available funds	290-2905-7785		4,000
		25,300	25,300
Supplemental Law Enforcement Fund			0
BIKE & PED SAFETY FUND			
Increase for ADA project approved by Council	300-3005-8060		5,100
		0	5,100
Bicycle and Pedestrian Safety Fund			(5,100)
AQMD FUND			
Increase for qualified leased vehicles	320-3205-8013		13,200
		0	13,200
Air Quality Management Fund			(13,200)
MEASURE M FUND			
Increase for Pavement Management Plan approved by Council	475-4750-7965		30,000
Increase for Bus Shelter repairs	475-4750-8100		20,000
Increase to GF reimbursement due to inc expenses	475-4750-8610		10,000
		0	60,000
Measure M Fund			(60,000)



ITEM: 13.B

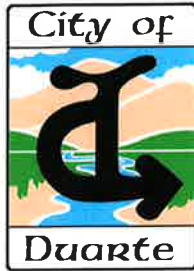
Fiscal Year 2024-25 Budget Calendar

Recommended Action:

It is recommended that the City Council approve the attached budget calendar, and set a specific start time and date for its budget workshop.

Attachments:

[13.B. - Staff Report - Fiscal Year 24-25 Budget Calendar.pdf](#)



Agenda Item: 14B
CM Review: SW
Fiscal Review: JP

AGENDA REPORT

MEETING DATE: February 27, 2024
TO: Mayor and Members of the City Council
FROM: Kristen Petersen, Assistant City Manager
SUBJECT: Fiscal Year 2024-25 Budget Calendar
RECOMMENDATION: It is recommended that the City Council approve the attached budget calendar, and set a specific start time and date for its budget workshop
FISCAL IMPACT: There is no fiscal impact.

DISCUSSION/ANALYSIS

Attached is the proposed calendar for the fiscal year 2024-25 budget preparation process.

As shown on the attached calendar, the City Council budget workshop has been tentatively scheduled for Tuesday, April 30th. Staff would like to start the budget workshop at 5:30pm, if possible. You will note that we have the Capital Improvement Program workshop scheduled prior to the Council meeting on April 23rd at 5:30pm and this will allow us to incorporate direction from Council at the CIP workshop into the budget workshop the following week.

RECOMMENDATION

It is recommended that the City Council approve the attached budget calendar, and set a specific start time and date for its budget workshop

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENTS

Budget Calendar

**BUDGET CALENDAR
FISCAL YEAR 2024-25**

February 27	Mid-year budget report presented to City Council
March 4	Budget preparation instructions and materials are distributed to departments
March 18	Completed budget materials are due from departments
April 23	City Council Capital Improvement Program workshop @ 5:30pm
April 30	City Council Budget workshop @ 5:30pm
May 28	Gann Limit calculation submitted to City Council for approval.
June 25	Final budget submitted to City Council for approval.