City of
Diamond Bar

City Council Agenda

Tuesday, August 6, 2024 6:30 PM

Closed Session 5:30 PM

Regular Meeting 6:30 PM

South Coast Air Quality Management District/Main Auditorium
21865 Copley Drive, Diamond Bar, CA 91765

How to Observe the Meeting From Home:
The public can observe the meeting by calling +1 (631) 992-3221, Access Code: 404-773-405 OR visit: https://attendee.gotowebinar.com/register/5806961875560028.

How to Submit Public Comment:
The public may provide public comment by attending the meeting in person, by sending an email, or by logging into the teleconference. Please send email public comments to the City Clerk at cityclerk@DiamondBarCA.gov by 4:00 p.m. on the day of the meeting and indicate in the Subject Line "FOR PUBLIC COMMENT." Written comments will be distributed to the Council Members, noted for the record at the meeting and posted on the City's official agenda webpage as soon as reasonably practicable (found here: http://diamondbarca.iqm2.com/Citizens/Default.aspx).

The public may log into the meeting through this link: https://attendee.gotowebinar.com/register/5806961875560028. Members of the public will be called upon one at a time during the Public Comment portion of the agenda. Speakers are limited to five minutes per agenda item, unless the Mayor determines otherwise.

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Pursuant to the Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the Council Meeting, please contact the City Clerk's Office (909) 839-7010 within 72 hours of the meeting. City Council video recordings with transcription will be available upon request the day following the Council Meeting.

ANDREW CHOU
Council Member

RUTH M. LOW
Council Member

STEVE TYE
Council Member

STAN LIU
Mayor

CHIA TENG
Mayor Pro Tem

City Manager Dan Fox • City Attorney Omar Sandoval • City Clerk Kristina Santana

DIAMOND BAR CITY COUNCIL MEETING RULES

Welcome to the meeting of the Diamond Bar City Council. Meetings are open to the public and are broadcast on Spectrum Cable Channel 3 and Frontier FiOS television Channel 47. You are invited to attend and participate. Copies of staff reports or other written documentation relating to agenda items are on file and available for public inspection by contacting the Office of the City Clerk. If requested, the agenda will be made available in an alternative format to a person with disability as required by Section 202 of the Americans with Disabilities Act of 1990. If you have questions regarding an agenda item, please contact the City Clerk at (909) 839-7010 during regular business hours.

PUBLIC INPUT

Members of the public may address the Council on any item of business on the agenda during the time the item is taken up by the Council. In addition, members of the public may, during the Public Comment period address the Council on any Consent Calendar item or any matter not on the agenda and within the Council's subject matter jurisdiction. Any material to be submitted to the City Council at the meeting should be submitted through the City Clerk.

Speakers are limited to five minutes per agenda item, unless the Mayor determines otherwise. The Mayor may adjust this time limit depending on the number of people wishing to speak, the complexity of the matter, the length of the agenda, the hour and any other relevant consideration. Speakers may address the Council only once on an agenda item, except during public hearings, when the applicant/appellant may be afforded a rebuttal.

Public comments must be directed to the City Council. A person who disrupts the orderly conduct of the meeting after being warned by the Mayor or the Mayor's designee that their behavior is disrupting the meeting, may result in the person being removed from the meeting.

INFORMATION RELATING TO AGENDAS AND ACTIONS OF THE COUNCIL

Agendas for regular City Council meetings are available 72 hours prior to the meeting and are posted in the City's regular posting locations, on DBTV (on Spectrum Cable Channel 3 and Frontier FiOS television Channel 47) and on the City's website at www.diamondbarca.gov/agendas. The City Council may take action on any item listed on the agenda.

HELPFUL PHONE NUMBERS

Copies of agendas, rules of the Council, Video of meetings: (909) 839-7010
Computer access to agendas: www.diamondbarca.gov/agendas
General information: (909) 839-7000

THIS MEETING IS BEING VIDEO RECORDED AND BY PARTICIPATING VIA TELECONFERENCE, YOU ARE GIVING YOUR PERMISSION TO BE TELEVISED. THIS MEETING WILL BE RE-BROADCAST EVERY SATURDAY AND SUNDAY AT 9:00 A.M. AND ALTERNATE TUESDAYS AT 8:00 P.M. AND IS ALSO AVAILABLE FOR LIVE VIEWING AT HTTPS://ATTENDEE.GOTOWEBINAR.COM/REGISTER/5806961875560028 AND ARCHIVED VIEWING ON THE CITY'S WEB SITE AT WWW.DIAMONDBARCA.GOV.

CITY OF DIAMOND BAR

CITY COUNCIL AGENDA

August 06, 2024

CLOSED SESSION	5:30 p.m., CC-8 Conference Room, In Person ONLY - no teleconference Public Comments CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): One potential case
CALL TO ORDER:	6:30 p.m.
PLEDGE OF ALLEGIANCE:	Mayor
INVOCATION:	Cantor Paul Buch, Temple Beth Israel
ROLL CALL:	Chou, Low, Tye, Mayor Pro Tem Teng, Mayor Liu
APPROVAL OF AGENDA:	Mayor

1. SPECIAL PRESENTATIONS, CERTIFICATES, PROCLAMATIONS:

1.1 San Gabriel Valley Council of Governments 57/60 Confluence Project Update.

Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection immediately upon distribution in the City Clerk's Office at 21810 Copley Dr., Diamond Bar, California, during normal business hours.

2. CITY MANAGER REPORTS AND RECOMMENDATIONS:

3. PUBLIC COMMENTS:

"Public Comments" is the time reserved on each regular meeting agenda to provide an opportunity for members of the public to directly address the Council on Consent Calendar items or other matters of interest not on the agenda that are within the subject matter jurisdiction of the Council. Although the City Council values your comments, pursuant to the Brown Act, members of the City Council or Staff may briefly respond to public comments if necessary, but no extended discussion and no action on such matters may take place. There is a five-minute maximum time limit when addressing the City Council.

4. SCHEDULE OF FUTURE EVENTS:

4.1 Free Drive-Thru Paper Shredding and E-Waste Collection – August 10, 2024, 9:00 a.m. – 1:00 p.m., South Coast Air Quality Management District – Parking Lot.

4.2 Coffee with a Cop – August 10, 2024, 8:00 – 10:00 a.m., GRID Coffee, 1139 S. Diamond Bar Blvd. Ste B.

4.3 Planning Commission Meeting – August 13, 2024, 6:30 p.m., online teleconference and Windmill Room, 21810 Copley Dr.

4.4 Red Cross Blood Drive – August 19, 2024, 9:00 a.m. – 3:00 p.m., Diamond Bar Center - Pine Room,1600 Grand Ave.

4.5 City Council Meeting – August 20, 2024, 6:30 p.m., online teleconference and SCAQMD Main Auditorium, 21865 Copley Dr.

5. CONSENT CALENDAR:

All items listed on the Consent Calendar are considered by the City Council to be routine and will be acted on by a single motion unless a Council Member or member of the public request otherwise, in which case, the item will be removed for separate consideration.

5.1 CITY COUNCIL MINUTES OF THE JULY 16, 2024 REGULAR MEETING.

5.1.a July 16, 2024 City Council Regular Meeting Minutes

Recommended Action:

Approve the July 16, 2024 Regular City Council meeting minutes.

Requested by: City Clerk

5.2 RATIFICATION OF CHECK REGISTER DATED JULY 10, 2024 THROUGH JULY 30, 2024 TOTALING $3,277,002.22.

Recommended Action:

Ratify the Check Register.

Requested by: Finance Department

5.3 AGREEMENT WITH CITY OF COMMERCE FOR EXCHANGE OF PROPOSITION A FUNDS.

Recommended Action:

A. Adopt Resolution No. 2024-34 approving, and authorizing the City Manager to sign, the Funds Exchange Agreement selling $1,333,333 of Proposition A Funds to the City of Commerce; and

B. Appropriate $1,333,333 from the Proposition A Fund and recognize $1,000,000 in Park & Facility Development Fund (262) revenue for the exchange.

Requested by: Finance Department

5.4 CANCELLATION OF SEPTEMBER 3, 2024 CITY COUNCIL MEETING.

Recommended Action:

Adjourn the August 20, 2024 City Council meeting to September 17, 2024.

Requested by: City Manager

5.5 CONSULTING SERVICES AGREEMENT WITH VIDIFLO, LLC FOR AUDIOVISUAL AND TELEPRODUCTION SYSTEM ENGINEERING SERVICES THROUGH JUNE 30, 2025.

Recommended Action:

A. Approve, and authorize the City Manager to sign the Consultant Services Agreement with Vidiflo, LLC for audioviusal and teleproduction system engineering services through June 30, 2025; and

B. Appropriate $20,500 from the PEG Fund (Fund 270) fund balance.

Requested by: City Manager

5.6 AMENDMENTS TO THE DIAMOND BAR CITY CODE TO PROHIBIT SMOKING IN CITY PARKS.

Recommended Action:

Approve for second reading by title only, waive full reading, and adopt

Ordinance No. 04 (2024) (Smoking Prohibited in City Parks):

ORDINANCE 04 (2024): "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR, CALIFORNIA, ADDING SECTION 12.00.470 (SMOKING PROHIBITED IN CITY PARKS) TO DIVISION 2 (PARK RULES AND REGULATIONS) OF CHAPTER 12.00 (PARKS AND RECREATION) OF TITLE 12 (STREETS, SIDEWALKS AND PUBLIC PROPERTY) OF THE DIAMOND BAR CITY CODE TO PROHIBIT SMOKING IN CITY PARKS."

Requested by: Parks & Recreation Department

5.7 AUTHORIZATION TO FILE APPLICATIONS FOR MEASURE A FUNDING.

Recommended Action:

Adopt Resolution No. 2024-35, approving the blanket authority to file applications for Measure A grant funds from the Los Angeles County Regional Park and Open Space District, and appointing the City Manager, or designee, to execute and submit all documents necessary to accept, administer, and expend funding.

Requested by: Parks & Recreation Department

5.8 PUBLIC WORKS AGREEMENT WITH SITEREP CONSTRUCTION SERVICES, INC. FOR THE MAPLE HILL PARK PLAYGROUND/RESTROOM REPLACEMENT AND ADA UPGRADES PROJECT (FP23506)

Recommended Action:

A. Determine that the proposed project is exempt from the California Environmental Quality Act pursuant to Section 15302 of the CEQA Guidelines;

B. Deny KASA Construction's protest and waive minor irregularities in Siterep's bid submittals;

C. Appropriate $1,439,800 for the Maple Hill Park Improvement CIP Project No. FP23506 to the FY2024/25 CIP Fund (301);

D. Appropriate $660,000 of revenue from the State Parks Grant for CIP Project No. FP23506 CIP Fund (301);

E. Appropriate $779,800 from the Park & Facility Development Fund (262); and

F. Approve, and authorize the City Manager to sign, the Public Works

Agreement with Siterep Construction Services, Inc. in the amount of $1,689,766.33, plus a contingency amount of $300,000 for construction change orders, permit fees and utility services, for a total authorization amount of $1,989,766.33.

Requested by: Public Works Department

6. PUBLIC HEARINGS: NONE.

7. COUNCIL CONSIDERATION: NONE.

8. COUNCIL SUB-COMMITTEE REPORTS AND MEETING ATTENDANCE REPORTS/COUNCIL MEMBER COMMENTS:

9. ADJOURNMENT:

Agenda #: 5.1
Meeting Date: August 6, 2024

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

TITLE: **CITY COUNCIL MINUTES OF THE JULY 16, 2024 REGULAR MEETING.**

STRATEGIC GOAL: *Open, Engaged & Responsive Government*

RECOMMENDATION:

Approve the July 16, 2024 Regular City Council meeting minutes.

FINANCIAL IMPACT:

None.

BACKGROUND/DISCUSSION:

Minutes have been prepared and are being presented for approval.

PREPARED BY:

Kristina Santana
Kristina Santana, City Clerk 8/6/2024

REVIEWED BY:

Ryan McLean
Ryan McLean, Assistant City Manager 7/29/2024

Attachments:

1. 5.1.a July 16, 2024 City Council Regular Meeting Minutes

CITY OF DIAMOND BAR
MINUTES OF THE CITY COUNCIL REGULAR MEETING
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT/MAIN AUDITORIUM
21865 COPLEY DRIVE, DIAMOND BAR, CA 91765
JULY 16, 2024

CALL TO ORDER: Mayor Liu called the Regular City Council meeting to order at 6:44 p.m. in the South Coast Air Quality Management District Main Auditorium, 21865 Copley Drive, Diamond Bar, CA 91765.

PLEDGE OF ALLEGIANCE: Council Member Chou led the Pledge of Allegiance.

INVOCATION: None offered.

ROLL CALL: Council Members Andrew Chou, Ruth Low, Mayor Pro Tem Chia Yu Teng, Mayor Stan Liu

Absent: Council Member Steve Tye

Staff present in person: Dan Fox, City Manager; Omar Sandoval, City Attorney; Ryan McLean, Assistant City Manager; Anthony Santos, Assistant to the City Manager; David Liu, Public Works Director; Nicholas Delgado, Management Analyst; Jason Jacobsen, Finance Director; Ryan Wright, Parks and Recreation Director; Cecilia Arellano, Community Relations Manager; Joan Cruz, Administrative Coordinator; Kristina Santana, City Clerk

Staff present telephonically: Hal Ghafari, Public Works Manager/Assistant City Engineer; Greg Gubman, Community Development Director; Grace Lee, Planning Manager; Mayuko Nakajima, Senior Planner

Others present: Aaron Scheller, Deputy, Diamond Bar/Walnut Sheriff's Station; Leticia Pacillas, LACFD Community Services Liaison (online)

AC/Sandoval stated that there was no reportable action taken during Closed Session.

APPROVAL OF AGENDA: Mayor Liu approved the agenda as presented.

1. SPECIAL PRESENTATIONS, CERTIFICATES, PROCLAMATIONS:

1.1 Presentation of Certificates of Recognition for Diamond Bar AYSO G10 All Star Team.

2. CITY MANAGER REPORTS AND RECOMMENDATIONS: NONE

3. PUBLIC COMMENTS:

The following provided public comments:

Cynthia Yu, Diamond Bar Library Manager

Moo Lim, Nellie's Exercise Equipment Owner

Riad, Diamond Fresh Market Owner

Ngee Kon, Together Against Crime Foundation

CC/Santana reported that there were no emails and no online callers requesting to speak under Public Comments.

4. SCHEDULE OF FUTURE EVENTS: CM/Fox presented the Schedule of Future Events.

5. CONSENT CALENDAR: C/Chou moved, C/Low seconded, to approve the Consent Calendar. Motion carried 4-0 by the following Roll Call vote:

AYES:	COUNCIL MEMBERS:	Chou, Low, MPT/Teng, M/Liu
NOES:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	Tye

5.1 APPROVED CITY COUNCIL MINUTES:

5.1.1 JUNE 18, 2024 REGULAR MEETING

5.2 RATIFIED CHECK REGISTER DATED JUNE 12, 2024 THROUGH JULY 9, 2024 TOTALING $3,114,782.97.

5.3 APPROVED THE JUNE 2024 TREASURER'S STATEMENT.

5.4 APPROVED DEVELOPMENT CODE AMENDMENT TO IMPLEMENT HOUSING PROGRAMS CONTAINED IN THE CERTIFIED 2021-2029 HOUSING ELEMENT AND TO CONFORM WITH STATE LAW (PL 2022-59), FOR SECOND READING BY TITLE ONLY, WAIVED FULL READING, AND ADOPTED ORDINANCE NO. 03 (2024):

"ORDINANCE NO. 03 (2024): AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR, CALIFORNIA, AMENDING VARIOUS PROVISIONS OF TITLE 22 (DEVELOPMENT CODE) OF THE DIAMOND BAR CITY CODE TO IMPLEMENT HOUSING PROGRAMS CONTAINED IN THE CITY'S CERTIFIED 2021-2029 HOUSING ELEMENT, TO CONFORM TO CHANGES IN NEW STATE HOUSING LAWS AND CITY POLICIES, AND TO MAKE TYPOGRAPHICAL CORRECTIONS AND CLARIFICATIONS.

5.5 APPROVED CONSULTANT SERVICES AGREEMENT WITH ZERO FOODPRINT FOR SB 1383 RECOVERED ORGANIC WASTE PRODUCT (ROWP) PROCUREMENT THROUGH JUNE 30, 2026.

5.6 APPROVED AND AUTHORIZED THE CITY MANAGER TO SIGN THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ABSOLUTE INTERNATIONAL SECURITY, INC. FOR SECURITY GUARD SERVICES THROUGH JUNE 30, 2025.

5.7 APPROVED AND AUTHORIZED THE CITY MANAGER TO SIGN THE PROFESSIONAL SERVICES AGREEMENT WITH TENNIS ANYONE, INC. FOR CONTRACTED TENNIS & YOUTH PICKLEBALL INSTRUCTION THROUGH JUNE 30, 2027.

5.8 ADOPTED RESOLUTION NO. 2024-28 APPROVING THE DESIGN PLANS AND SPECIFICATIONS FOR THE INTERSECTION SAFETY IMPROVMENTS PROJECT AND AUTHORIZED THE CITY MANAGER TO SIGN THE CONSTRUCTION AGREEMENT WITH PTM GENERAL ENGINEERING SERVICES, INC. FOR THE INTERSECTION SAFETY IMPROVEMENTS PROJECT (CIP# TI24301) FUNDED UNDER THE STATE HIGHWAY SAFETY IMPROVEMENT PROGRAM.

6. PUBLIC HEARINGS:

6.1 LEVYING ASSESSMENTS ON LANDSCAPE ASSESSMENT DISTRICT NO. 38 FOR FISCAL YEAR 2024/25.

MA/Delgado presented the staff report.

M/Liu opened the public hearing at 6:58 p.m.

There were no Public Comments.

M/Liu closed the public hearing at 6:58 p.m.

C/Chou moved, C/Low seconded, to adopt Resolution No. 2024-29 to levy and collect assessments for Landscape Assessment District No. 38 for Fiscal Year 2024/25. Motion carried 4-0 by the following Roll Call vote:

AYES:	COUNCIL MEMBERS:	Chou, Low, MPT/Teng, M/Liu
NOES:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	Tye

6.2 LEVYING ASSESSMENTS ON LANDSCAPE ASSESSMENT DISTRICT NO. 39-2022 FOR FISCAL YEAR 2024/25.

CM/Low stated that she would be recusing herself from this item and left the dais.

CA/Sandoval stated that because District No. 39-2022 is a smaller district, and CM/Low lives within this district, the impact to her property is not

sufficiently different than the majority of the parcels so she must recuse herself.

MA/Delgado presented the staff report.

M/Liu opened the public hearing at 7:05 p.m.

There were no Public Comments.

M/Liu closed the public hearing at 7:05 p.m.

C/Chou moved, C/Teng seconded, to adopt Resolution No. 2024-30 to levy and collect assessments for Landscape Assessment District No. 39-2022 for Fiscal Year 2024/25. Motion carried 3-0 by the following Roll Call vote:

AYES:	COUNCIL MEMBERS:	Chou, MPT/Teng, M/Liu
NOES:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	Low, Tye

6.3 LEVYING ASSESSMENTS ON LANDSCAPE ASSESSMENT DISTRICT NO. 41-2021 FOR FISCAL YEAR 2024/25.

M/Liu stated that he would be recusing himself from this item and left the dais. For the purposes of this item only, MPT/Teng presided over the meeting.

CA/Sandoval stated that because District No. 41-2021 is a smaller district, and M/Liu lives within this district, the impact to his property is not sufficiently different than the majority of the parcels so he must recuse himself.

MA/Delgado presented the staff report.

MPT/Teng opened the public hearing at 7:11 p.m.

There were no Public Comments.

MPT/Teng closed the public hearing at 7:11 p.m.

C/Chou moved, C/Low seconded, to adopt Resolution No. 2024-31 to levy and collect assessments for Landscape Assessment District No. 41-2021 for Fiscal Year 2024/25. Motion carried 3-0 by the following Roll Call vote:

AYES:	COUNCIL MEMBERS:	Chou, Low, MPT/Teng,
NOES:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	Tye, M/Liu

7. COUNCIL CONSIDERATION:

7.1 AMENDMENTS TO THE DIAMOND BAR CITY CODE TO PROHIBIT SMOKING IN CITY PARKS.

PRD/Wright presented the staff report.

There were no Public Comments.

C/Low moved, C/Chou seconded, to determine that the proposed ordinance is not subject to the California Environmental Quality Act ("CEQA"); and introduce for first reading by title only, waive full reading of the Ordinance, and schedule the second reading and adoption at the next regularly scheduled City Council Meeting: ORDINANCE 04 (2024): “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR, CALIFORNIA, ADDING SECTION 12.00.470 (SMOKING PROHIBITED IN CITY PARKS) TO DIVISION 2 (PARK RULES AND REGULATIONS) OF CHAPTER 12.00 (PARKS AND RECREATION) OF TITLE 12 (STREETS, SIDEWALKS AND PUBLIC PROPERTY) OF THE DIAMOND BAR CITY CODE TO PROHIBIT SMOKING IN CITY PARKS. Motion carried 4-0 by the following Roll Call vote:

AYES:	COUNCIL MEMBERS:	Chou, Low, MPT/Teng, M/Liu
NOES:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	Tye

7.2 CITY COUNCIL TRAVEL, EXPENSE AND REIMBURSEMENT POLICY REVISIONS.

CM/Fox presented the staff report.

There were no Public Comments.

C/Low moved, C/Chou seconded, to adopt Resolution No. 2024-32, approving City Council Policy 2024-01: Travel, Expense and Reimbursement Policy; and to adopt Resolution No. 2024-33, amending the Compensation and Benefits Plan, Schedule G. Motion carried 4-0 by the following Roll Call vote:

AYES:	COUNCIL MEMBERS:	Chou, Low, MPT/Teng, M/Liu
NOES:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	Tye

8. COUNCIL SUBCOMMITTEE REPORTS AND MEETING ATTENDANCE REPORTS/COUNCIL MEMBER COMMENTS:

There following Council Members provided a report of meetings attended at the expense of the local agency per Government Code 53232.3(d).

Council Member Chou reported attending the League of California Cities State Board of Directors meeting.

9. ADJOURNMENT: With no further business to conduct, M/Liu adjourned the Regular City Council Meeting at 7:36 p.m.

Respectfully Submitted,

_____
Kristina Santana, City Clerk

The foregoing minutes are hereby approved this 6th day of August, 2024.

_____
Stan Liu, Mayor

Agenda #: 5.2
Meeting Date: August 6, 2024

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

TITLE: **RATIFICATION OF CHECK REGISTER DATED JULY 10, 2024 THROUGH JULY 30, 2024 TOTALING $3,277,002.22.**

STRATEGIC GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

Ratify the Check Register.

FINANCIAL IMPACT:

Expenditure of $3,277,002.22.

BACKGROUND/DISCUSSION:

The City has established the policy of issuing accounts payable checks on a weekly basis with City Council ratification at the next scheduled City Council Meeting.

The attached check register containing checks dated July 10, 2024 through July 30, 2024 totaling $3,277,002.22 is being presented for ratification. All payments have been made in compliance with the City's purchasing policies and procedures, and have been reviewed and approved by the appropriate departmental staff. The attached Affidavit affirms that the check register has been audited and deemed accurate by the Finance Director.

PREPARED BY:

Luisa Allen

Luisa Allen, Accounting Technician 8/6/2024

REVIEWED BY:

Peter Samy, Finance Supervisor 7/31/2024

Jason Jacobsen, Finance Director 7/31/2024

Attachments:

1. 5.2.a Check Register Affidavit 8-6-2024
2. 5.2.b Check Register 8-6-2024

CITY OF DIAMOND BAR
CHECK REGISTER AFFIDAVIT

The attached listings of demands, invoices, and claims in the form of a check register including checks dated July 10, 2024 through July 30, 2024 has been audited and is certified as accurate. Payments have been allowed from the following funds in these amounts:

Description	Amount
General Fund	$1,469,176.94
LLAD 38 Fund	$62,263.31
LLAD 39 Fund	$99,008.84
LLAD 41 Fund	$44,486.23
Integrated Waste Mgmt Fund AB939	$18,568.84
Prop C Transit Tax Fund	$54,748.44
Prop A Transit Tax Fund	$38,710.71
Community Dev Block Grant Fund	$45,302.63
Capital Imprv Project Fund	$1,209,587.25
Vehicle Maint & Equip Fund	$10,535.30
Equip Maint & Replacement Fund	$19,637.50
Measure W Local Return Fund	$3,861.33
Used Motor Oil Block Grant Fund	$623.00
Pool Cash Fund	$57,961.63
Self Insurance Fund	$2,200.00
Community Organization Support Fund	$500.00
Measure M Local Return Fund	$108.07
CASP (SB1186) Fee Fund	$211.20
Building Facility & Maint Fund	$2,496.40
Gas Tax Fund	$32,217.35
Measure R Local Return Fund	$108.07
General Plan Update	$9,216.18
Tres Hermanos Consrvtn Auth Fund	$95,473.00
	$3,277,002.22

Signed:

Finance Director
Jason M. Jacobsen

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
12499	7/16/2024	4IMPRINT INC		CITY-BRANDED FITTED TABLE COVERS - 4	100240	51400	$1,448.05
	7/16/2024	4IMPRINT INC		PROMOTIONAL ITEMS- BAMBOO CUTLERY SET	250170	51400	$1,817.92
						CHECK TOTAL	**$3,265.97**
12500	7/16/2024	ABOUND FOOD CARE		FISCAL YEAR 23-24 FOOD RECOVERY SERVICES	250170	54900	$1,632.25
						CHECK TOTAL	**$1,632.25**
12501	7/16/2024	AFLAC		SUPP INSURANCE PREMIUM JUNE 2024	239	21117	$1.66
	7/16/2024	AFLAC		SUPP INSURANCE PREMIUM JUNE 2024	241	21117	$1.66
	7/16/2024	AFLAC		SUPP INSURANCE PREMIUM JUNE 2024	203	21117	$9.02
	7/16/2024	AFLAC		SUPP INSURANCE PREMIUM JUNE 2024	204	21117	$9.02
	7/16/2024	AFLAC		SUPP INSURANCE PREMIUM JUNE 2024	201	21117	$14.90
	7/16/2024	AFLAC		SUPP INSURANCE PREMIUM JUNE 2024	207	21117	$28.42
	7/16/2024	AFLAC		SUPP INSURANCE PREMIUM JUNE 2024	250	21117	$43.87
	7/16/2024	AFLAC		SUPP INSURANCE PREMIUM JUNE 2024	206	21117	$59.46
	7/16/2024	AFLAC		SUPP INSURANCE PREMIUM JUNE 2024	100	21117	$1,455.64
						CHECK TOTAL	**$1,623.65**
12502	7/16/2024	AIRGAS INC		ARGON CYLINDER REFIL (060124-063024) FY23-24	100630	51200	$31.13
						CHECK TOTAL	**$31.13**
12503	7/16/2024	ALL CITY MANAGEMENT SERVICES INC		CROSSING GUARD SERVICES - 04/28/24 - 05/11/24	100310	55412	$14,012.32
						CHECK TOTAL	**$14,012.32**
12504	7/16/2024	ALLIANT INSURANCE SERVICES INC		ACIP CRIME INSURANCE - FY 24/25	501220	57200	$2,200.00
						CHECK TOTAL	**$2,200.00**
12505	7/16/2024	ANIMAL PEST MANAGEMENT SERVICES INC		COMPREHENSIVE PEST MGMT SERVICES (JUNE2024)	100630	52320	$70.00
	7/16/2024	ANIMAL PEST MANAGEMENT SERVICES INC		COMPREHENSIVE PEST MGMT SERVICES (JUNE2024)	100510	52320	$105.00

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	7/16/2024	ANIMAL PEST MANAGEMENT SERVICES INC		COMPREHENSIVE PEST MGMT SERVICES (JUNE2024)	100630	52320	$120.00
						CHECK TOTAL	**$295.00**
12506	7/16/2024	BLACK BIRD FIRE PROTECTION INC		5YR FIRE SPRKLR TEST (HERITAGE PARK)FY23-24	100630	52320	$695.00
	7/16/2024	BLACK BIRD FIRE PROTECTION INC		5YR SPRKLR TEST (DBC) FY23-24	100510	52320	$695.00
	7/16/2024	BLACK BIRD FIRE PROTECTION INC		5YR FIRE SPRKLR TEST PRE-ACT/CITYHALL FY23-24	100630	52320	$1,645.00
	7/16/2024	BLACK BIRD FIRE PROTECTION INC		SEMI ANNUAL FIRE INSPECTION (CITYHALL) FY23-24	100630	52320	$495.00
	7/16/2024	BLACK BIRD FIRE PROTECTION INC		HERITAGE PARK-FIRE SPRINKLER SERVICE (5YR REPAIRS)	100630	52320	$815.00
	7/16/2024	BLACK BIRD FIRE PROTECTION INC		CITYHALL-FIRE SPRINKLER SERVICE (5YR REPAIRS)23-24	100630	52320	$850.00
						CHECK TOTAL	**$5,195.00**
12507	7/16/2024	BRIAN MARTINEZ		PHOTO SERVICES - CONCERTS IN THE PARK	100240	55000	$860.00
	7/16/2024	BRIAN MARTINEZ		PHOTO SERVICES - CONCERTS IN PARK & SR DANCE FY24	100240	55000	$800.00
						CHECK TOTAL	**$1,660.00**
12508	7/16/2024	CALIFORNIA CONTRACT CITIES ASSOCIATION		MEMBERSHIP DUES FOR FY 24/25	100130	52400	$6,115.17
						CHECK TOTAL	**$6,115.17**
12509	7/16/2024	CALIFORNIA DEPT OF TAX AND FEE ADMI		SALES & USE TAX APR-JUN 2024	100	29006	$1.60
	7/16/2024	CALIFORNIA DEPT OF TAX AND FEE ADMI		SALES & USE TAX APR-JUN 2024	100	29005	$129.40
						CHECK TOTAL	**$131.00**
12510	7/16/2024	CANNON CORPORATION		PLAN CHECK - 2176 ROCKY VIEW RD - PR2016-2111	100	22109	$1,447.25
	7/16/2024	CANNON CORPORATION		PLAN CHECK - 609 RADBURY PL - PR2018-21870	100	22109	$683.50
	7/16/2024	CANNON CORPORATION		PLAN CHECK - 626 JUNEWOOD PL - PR2024-0273	100615	54420	$655.33
	7/16/2024	CANNON CORPORATION		PLAN CHECK - 2500 CROW FOOT LN - PR2022-0718	100615	54420	$107.85
						CHECK TOTAL	**$2,893.93**

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
12511	7/16/2024	CHEM PRO LABORATORY INC		WATER TREATMENT (CITYHALL/JULY) FY24-25	100620	52320	$187.95
						CHECK TOTAL	**$187.95**
12512	7/16/2024	CHICAGO TITLE COMPANY		CDBG HOME IMP-LOAN POLICY-1920 MORNING CYN HIP302	225440	54900	$65.00
	7/16/2024	CHICAGO TITLE COMPANY		CDBG HOME IMP PROG-RECORDING FEES 1920 MORNING CYN	225440	54900	$35.00
						CHECK TOTAL	**$100.00**
12513	7/16/2024	CLEAN HARBORS ENVIRONMENTAL SERVICES INC		HAZARDOUS WASTE ON CALL SERVICES-JUNE 2024	250170	55000	$3,988.14
						CHECK TOTAL	**$3,988.14**
12514	7/16/2024	CONSTRUCTION HARDWARE COMPANY		FACILITY MAINT (HERITAGE DOORS) FY24-25	100630	52320	$401.86
						CHECK TOTAL	**$401.86**
12515	7/16/2024	COUNTY OF LOS ANGELES		LAFCO ALLOCATION - FY 24/25	100130	52400	$1,048.41
						CHECK TOTAL	**$1,048.41**
12516	7/16/2024	CREATE & LEARN INC		INSTRUCTOR PAYMENT - COMPUTER-SUM 24	100	20202	$256.80
						CHECK TOTAL	**$256.80**
12517	7/16/2024	CT & T CONCRETE PAVING INC		ROAD MAINT-MILLGRIND&OVERLAY (DBB/PANTERA)FY23-24	100655	55512	$21,339.44
	7/16/2024	CT & T CONCRETE PAVING INC		ROAD MAINT DRAIN&DR APPROACH (LYCOMING/BREA)FY24	100655	55512	$12,261.23
						CHECK TOTAL	**$33,600.67**
12518	7/16/2024	DAN CONTRACTOR		CDBG HOME IMP-HIP302 1920 MORNING CYN	225440	54900	$2,690.00
						CHECK TOTAL	**$2,690.00**
12519	7/16/2024	DAVID EVANS AND ASSOCIATES INC		LANDSCAPE PLAN CHECK-22628 GOLDEN SPGS 5/5 -6/1/24	100	22107	$1,058.00
						CHECK TOTAL	**$1,058.00**
12520	7/16/2024	DEANE HOMES SWIM CLUB		DAY CAMP POOL EXCURSIONS FOR JUNE	100520	53520	$1,800.00
						CHECK TOTAL	**$1,800.00**
12521	7/16/2024	DELTA DENTAL		HMO DENTAL INSURANCE PREMIUM JULY 2024	206	21105	$0.96

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	7/16/2024	DELTA DENTAL		HMO DENTAL INSURANCE PREMIUM JULY 2024	207	21105	$0.96
	7/16/2024	DELTA DENTAL		HMO DENTAL INSURANCE PREMIUM JULY 2024	250	21105	$1.96
	7/16/2024	DELTA DENTAL		HMO DENTAL INSURANCE PREMIUM JULY 2024	100	21105	$113.78
						CHECK TOTAL	**$117.66**
12522	7/16/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JULY 2024	225	21105	$4.90
	7/16/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JULY 2024	203	21105	$8.23
	7/16/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JULY 2024	204	21105	$8.23
	7/16/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JULY 2024	239	21105	$22.29
	7/16/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JULY 2024	241	21105	$22.29
	7/16/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JULY 2024	238	21105	$36.26
	7/16/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JULY 2024	201	21105	$44.49
	7/16/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JULY 2024	206	21105	$103.84
	7/16/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JULY 2024	207	21105	$145.12
	7/16/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JULY 2024	250	21105	$227.53
	7/16/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JULY 2024	100	21105	$4,855.44
						CHECK TOTAL	**$5,478.62**
12523	7/16/2024	DEPARTMENT OF INDUSTRIAL RELATIONS		OHSA ELEVATOR INSPECTION FEE (DBC) FY23-24	100510	52320	$125.00
						CHECK TOTAL	**$125.00**
12524	7/16/2024	DIANA CHO & ASSOCIATES		CDBG FY23-24 SR PROGRAM-JUNE 2024	225440	54900	$786.25
	7/16/2024	DIANA CHO & ASSOCIATES		CDBG-AREA 4 ADA CURB RAMPS IMP-JUNE 2024	301610	56101	$935.00
						CHECK TOTAL	**$1,721.25**

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
12525	7/16/2024	DIVISION OF THE STATE ARCHITECT		APR-JUN 2024 DSA 796	226	20602	$211.20
						CHECK TOTAL	**$211.20**
12526	7/16/2024	ECOFERT INC		FERTILIZER INJECT SYS (PARKS-JUNE2024) FY23-24	100630	52320	$1,207.00
						CHECK TOTAL	**$1,207.00**
12527	7/16/2024	EWING IRRIGATION PRODUCTS INC		D38 MAINT REPAIRS (6/27 SINKHOLE) FY23-24	238638	52320	$382.34
	7/16/2024	EWING IRRIGATION PRODUCTS INC		D38 MAINT REPAIRS (6/27 SINKHOLE) FY23-24	238638	52320	$69.87
	7/16/2024	EWING IRRIGATION PRODUCTS INC		D38 MAINT REPAIRS (6/27 SINKHOLE) FY23-24	238638	52320	$125.37
						CHECK TOTAL	**$577.58**
12528	7/16/2024	FEDERAL EXPRESS CORPORATION		SHIPPING CHARGE	100140	52170	$68.27
						CHECK TOTAL	**$68.27**
12529	7/16/2024	FEHR & PEERS		ON-CALL TRAFFIC & TRANS ENGR-MAY 2024	301610	56103	$5,797.58
	7/16/2024	FEHR & PEERS		ON-CALL TRAFFIC & TRANS ENGR-JUNE 2024	301610	56103	$504.95
	7/16/2024	FEHR & PEERS		ON-CALL TRAFFIC & TRANS ENGR-APRIL 2024	301610	56103	$8,381.48
	7/16/2024	FEHR & PEERS		ON-CALL TRAFFIC & TRANS ENGR-MAR 2024	100615	54410	$3,402.00
	7/16/2024	FEHR & PEERS		ON-CALL TRAFFIC & TRANS ENGR-MAR 2024	301610	56103	$3,719.25
	7/16/2024	FEHR & PEERS		ON-CALL TRAFFIC & TRANS ENGR-SEPT-JAN 2024	301610	56103	$193.73
	7/16/2024	FEHR & PEERS		ON-CALL TRAFFIC & TRANS ENGR-SEPT-JAN 2024	100615	54410	$488.70
						CHECK TOTAL	**$22,487.69**
12530	7/16/2024	FIDUCIARY EXPERTS LLC		FIDUCIARY OVERSIGHT QUARTERLY FEE	100220	54900	$2,000.00
						CHECK TOTAL	**$2,000.00**
12531	7/16/2024	FLOCK GROUP INC		FY2024-25 FLOCK CAMERA REPLACEMENT DUE TO DAMAGE	100310	51300	$800.00
						CHECK TOTAL	**$800.00**

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
12532	7/16/2024	FRONTIER COMMUNICATIONS CORP		SUMMARY BILL-INTERNET SVCS-JULY 2024	100230	54030	$408.90
	7/16/2024	FRONTIER COMMUNICATIONS CORP		SUMMARY BILL-INTERNET/CITY HALL-JULY 2024	100230	54030	$811.25
						CHECK TOTAL	**$1,220.15**
12533	7/16/2024	GATEWAY CORP CENTER ASSOC		GATEWAY CORP ASSOC DUES (JULY-DEC 2024)FY 24-25	100620	52400	$15,691.14
						CHECK TOTAL	**$15,691.14**
12534	7/16/2024	GO LIVE TECHNOLOGY INC		ELM PROJECT MANAGEMENT SVCS-JUNE 2024	503230	56135	$5,437.50
	7/16/2024	GO LIVE TECHNOLOGY INC		JUNE 2024 AGND & LIVE STREAMING SOFTWARE CNSLTNT	100140	54900	$1,437.50
						CHECK TOTAL	**$6,875.00**
12535	7/16/2024	GOTO COMMUNICATIONS INC		CITYWIDE PHONE SYSTEM-JULY 2024	100230	52200	$3,005.61
						CHECK TOTAL	**$3,005.61**
12536	7/16/2024	WOODS MAINTENANCE SERVICES INC		GRAFFITI ABATEMENT-JUNE 2024	100430	55540	$3,075.00
						CHECK TOTAL	**$3,075.00**
12537	7/16/2024	GUARANTEED JANITORIAL SERVICE INC		JANITORIAL SERVICES (JUNE2024) FY23-24	100630	55505	$2,860.26
	7/16/2024	GUARANTEED JANITORIAL SERVICE INC		JANITORIAL SERVICES (JUNE2024) FY23-24	100510	55505	$6,304.27
	7/16/2024	GUARANTEED JANITORIAL SERVICE INC		JANITORIAL SERVICES (JUNE2024) FY23-24	100620	52320	$10,183.47
						CHECK TOTAL	**$19,348.00**
12538	7/16/2024	HARRIS COMPUTER SYSTEMS		ANNUAL SOFTWARE MAINTENANCE-FY 24/25	100230	52314	$37,242.85
						CHECK TOTAL	**$37,242.85**
12539	7/16/2024	HCAREERS HOLDINGS LLC		JOB POSTING ON HOSPITALITY CAREER WEBSITE FY24	100510	54900	$739.20
						CHECK TOTAL	**$739.20**
12540	7/16/2024	HELIX ENVIRONMENTAL PLANNING INC		CANYON LOOP TRAIL RESTORATION THROUGH JUNE 23,2024	301630	56104	$3,012.54
						CHECK TOTAL	**$3,012.54**
12541	7/16/2024	HINDERLITER DE LLAMAS & ASSOCIATES		CONTRACT SVCS - SALES TAX APR - JUN 2024	100210	54900	$109.82

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	7/16/2024	HINDERLITER DE LLAMAS & ASSOCIATES		CONTRACT SVCS - SALES TAX APR - JUN 2024	100210	54010	$900.00
						CHECK TOTAL	**$1,009.82**
12542	7/16/2024	HIRSCH PIPE & SUPPLY INC		MAINT REPAIRS ON DBB@GRAND	100630	52320	$232.54
						CHECK TOTAL	**$232.54**
12543	7/16/2024	HOME DEPOT CREDIT SERVICES		MAINT OF GROUNDS/BLDG - SUPPLIES	100630	52320	$107.44
	7/16/2024	HOME DEPOT CREDIT SERVICES		MAINT OF GROUNDS/BLDGS - SUPPLIES	100630	52320	$36.87
	7/16/2024	HOME DEPOT CREDIT SERVICES		DBC/MAINT OF GROUNDS&BLDGS FY24-25	100510	52320	$132.27
	7/16/2024	HOME DEPOT CREDIT SERVICES		RETURN ITEM FROM INV#9341179 - DATED 060624	100630	51300	($109.15)
						CHECK TOTAL	**$167.43**
12544	7/16/2024	HONEYCOTT INC		BEE REMOVAL (20668 LARKSTONE DR) FY23-24	100630	52320	$140.00
						CHECK TOTAL	**$140.00**
12545	7/16/2024	HOPSCOTCH PRESS INC		ONLINE STOREFRONT FOR DBC - PAYMENT 2 OF 2	100510	52160	$2,700.00
						CHECK TOTAL	**$2,700.00**
12546	7/16/2024	HR GREEN PACIFIC INC		HYDROLOGY REVIEW - 1111 N DBB - PR2024-0445	100	22109	$1,358.00
						CHECK TOTAL	**$1,358.00**
12547	7/16/2024	INCREDIBLE ENTERTAINMENT INC		DAY CAMP EXCURSION FY25	100520	53520	$978.33
						CHECK TOTAL	**$978.33**
12548	7/16/2024	INFINITE GRAPHICS LLC		CODE ENF STOP WORK ORDER FORMS	100430	52110	$524.50
						CHECK TOTAL	**$524.50**
12549	7/16/2024	INTEGRUS LLC		RICOH COPY STAPLE/REFILL FY24	100230	52100	$461.88
	7/16/2024	INTEGRUS LLC		RICOH COPIER SERVICE-5/19/24-5/31/24	100230	52100	$578.54
						CHECK TOTAL	**$1,040.42**
12550	7/16/2024	ITERIS INC		TRAFFIC & TRANSPORTATION SVCS-JUNE 2024	207650	54410	$11,418.50
						CHECK TOTAL	**$11,418.50**
12551	7/16/2024	J & J'S SPORTS & TROPHIES		UNIFORM EMBROIDERY FY23-24	100630	51200	$753.49

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						CHECK TOTAL	**$753.49**
12552	7/16/2024	JACKSON'S AUTO SUPPLY/NAPA		FLEET VEHICLE REPAIRS (LIC#1524113) FY24	502630	52312	$74.32
	7/16/2024	JACKSON'S AUTO SUPPLY/NAPA		FLEET VEHICLE REPAIRS (LIC#1524113) FY24	502630	52312	$173.76
						CHECK TOTAL	**$248.08**
12553	7/16/2024	JCL TRAFFIC SERVICES		TRAFFIC CONES FOR RECREATION	100520	51200	$2,504.81
						CHECK TOTAL	**$2,504.81**
12554	7/16/2024	JOHN L HUNTER & ASSOC INC		NPDES PROFESSIONAL SVCS - APRIL 2024	201610	54200	$3,019.35
						CHECK TOTAL	**$3,019.35**
12555	7/16/2024	KEENAN & ASSOCIATES		AIRBO- GROUP CONSULTING FEE	100220	54900	$1,000.00
						CHECK TOTAL	**$1,000.00**
12556	7/16/2024	KENS HARDWARE		ROAD MAINTENANCE SUPPLIES FY24-25	100655	51250	$78.77
						CHECK TOTAL	**$78.77**
12557	7/16/2024	LEAGUE OF CALIFORNIA CITIES		MEMBERSHIP DUES FOR 2024-2025	100130	52400	$1,412.25
						CHECK TOTAL	**$1,412.25**
12558	7/16/2024	LIEBERT CASSIDY WHITMORE		ERC MEMBERSHIP FY25	100220	52400	$4,270.00
						CHECK TOTAL	**$4,270.00**
12559	7/16/2024	LOCAL AGENCY ENGINEERING ASSOCIATES INC		PROF SERVICES(ON-CALL CIVIL ENG 060124-063024	207615	54400	$27,762.50
						CHECK TOTAL	**$27,762.50**
12560	7/16/2024	LOS ANGELES COUNTY SHERIFF'S DEPT		FY2023-24 LAW ENF. STREET SWEEPING MAY 2024	100310	55402	$278.24
						CHECK TOTAL	**$278.24**
12561	7/16/2024	LOWE'S BUSINESS ACCOUNT		FACILITY/OPS SUPPLIES FY23-24	100630	51200	$34.26
						CHECK TOTAL	**$34.26**
12562	7/16/2024	MARY BASHFORD		CDBG HOME IMPR PROJECT-HIP301 318 NAVAJO SPGS	225440	54900	$26,262.00
	7/16/2024	MARY BASHFORD		CDBG HOME IMPR PROJECT-HIP301 318 NAVAJO SG-10%RET	225440	54900	$2,918.00
						CHECK TOTAL	**$29,180.00**

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12563	7/16/2024	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD 38,39,&41 - JUNE2024)	241641	55524	$5,412.19
	7/16/2024	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD 38,39,&41 - JUNE2024)	239639	55524	$13,200.67
	7/16/2024	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD 38,39,&41 - JUNE2024)	238638	55524	$15,842.74
	7/16/2024	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD 39) FY23-24	239639	52320	$22,488.00
	7/16/2024	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD 38) FY23-24	238638	52320	$19,134.00
	7/16/2024	MCE CORPORATION		ROAD MAINTENANCE LANDSCAPE SRVCS (060124-063024)	100655	55528	$14,333.17
						CHECK TOTAL	**$90,410.77**
12564	7/16/2024	METROLINK		METROLINK PASSES - JUNE 2024	206650	55610	$1,020.60
	7/16/2024	METROLINK		METROLINK PASSES - JUNE 2024	206650	55620	$4,082.40
						CHECK TOTAL	**$5,103.00**
12565	7/16/2024	MNS ENGINEERS INC		DESIGN OF DIAMOND BAR COMPLETE STREET- MAY 2024	301610	56105	$5,848.54
						CHECK TOTAL	**$5,848.54**
12566	7/16/2024	MOSS CONSULTING		CDBG HOME IMPR ADMIN SVCS APRIL-JUNE 2024	225440	54900	$12,000.00
						CHECK TOTAL	**$12,000.00**
12567	7/16/2024	NATIONAL TRENCH SAFETY INC		EQUIP RENTAL (KRAIL062524-072224) FY24-25	100655	52300	$607.35
	7/16/2024	NATIONAL TRENCH SAFETY INC		RENTAL EQUIP (GS X SYLVANGLEN KRAIL070524-080124)	100655	52300	$455.52
						CHECK TOTAL	**$1,062.87**
12568	7/16/2024	NOVA LANDSCAPE GROUP INC		LANDSCAPE REPLANT (D38/D39) FY23-24	238638	52320	$2,734.56
	7/16/2024	NOVA LANDSCAPE GROUP INC		LANDSCAPE REPLANT (D38/D39) FY23-24	239639	52320	$16,000.00
	7/16/2024	NOVA LANDSCAPE GROUP INC		CONTRACT WITHHOLDING: 24000082 - RETENTION	504	29004	$2,496.40
						CHECK TOTAL	**$21,230.96**
12569	7/16/2024	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA		PRE-EMPLOYMENT PHYSICAL FEES FY24	100220	52510	$910.00

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	7/16/2024	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA		PRE-EMPLOYMENT PHYSICAL FEES FY24	100220	52510	$766.00
						CHECK TOTAL	**$1,676.00**
12570	7/16/2024	OFFICE SOLUTIONS		OFFICE SUPPLIES - JUNE 2024	100220	51200	$77.27
	7/16/2024	OFFICE SOLUTIONS		OFFICE SUPPLIES - JUNE 2024	100520	51200	$172.64
	7/16/2024	OFFICE SOLUTIONS		OFFICE SUPPLIES - JUNE 2024	100510	51200	$505.27
	7/16/2024	OFFICE SOLUTIONS		OFFICE SUPPLIES - JUNE 2024	100140	51200	$518.19
	7/16/2024	OFFICE SOLUTIONS		OFFICE SUPPLIES - JUNE 2024	100240	51200	$2,550.78
						CHECK TOTAL	**$3,824.15**
12571	7/16/2024	ONE TIME PAY VENDOR	ALBERT ABLAZA	PICNIC REFUND	100	20202	$100.00
						CHECK TOTAL	**$100.00**
12572	7/16/2024	ONE TIME PAY VENDOR	AMY YAN	PICNIC REFUND	100	20202	$100.00
						CHECK TOTAL	**$100.00**
12573	7/16/2024	ONE TIME PAY VENDOR	ARACELI LAYGO SEIF	RECREATION PROGRAM REFUND	100	20202	$50.00
						CHECK TOTAL	**$50.00**
12574	7/16/2024	ONE TIME PAY VENDOR	EUNICE OH	RECREATION PROGRAM REFUND	100	20202	$275.00
						CHECK TOTAL	**$275.00**
12575	7/16/2024	ONE TIME PAY VENDOR	MARGARETHA METEKOHY GONZALEZ	PICNIC FACILITY REFUND	100	20202	$100.00
						CHECK TOTAL	**$100.00**
12576	7/16/2024	ONE TIME PAY VENDOR	MARIE KUSDONO	FACILITY DEPOSIT REFUND	100	20202	$200.00
						CHECK TOTAL	**$200.00**
12577	7/16/2024	ONE TIME PAY VENDOR	MIN WANG	RECREATION PROGRAM REFUND	100	20202	$375.00
						CHECK TOTAL	**$375.00**
12578	7/16/2024	ONE TIME PAY VENDOR	PAMELA KOE	RECREATION PROGRAM REFUND	100	20202	$170.00
						CHECK TOTAL	**$170.00**
12579	7/16/2024	ONE TIME PAY VENDOR	PRISCILLA MARTINEZ	RECREATION PROGRAM REFUND	100	20202	$99.00
						CHECK TOTAL	**$99.00**
12580	7/16/2024	ONE TIME PAY VENDOR	REGINA ADAMS	RECREATION PROGRAM REFUND	100	20202	$240.00

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$240.00**
12581	7/16/2024	ONE TIME PAY VENDOR	ROMMEL MILLARE ELVENA	PICNIC REFUND	100	20202	$100.00
						CHECK TOTAL	**$100.00**
12582	7/16/2024	ONE TIME PAY VENDOR	SAMUEL BAIK	FACILITY REFUND	100	20202	$200.00
						CHECK TOTAL	**$200.00**
12583	7/16/2024	ONE TIME PAY VENDOR	ALAN GOMEZ	FACILITY REFUND	100	20202	$1,650.00
						CHECK TOTAL	**$1,650.00**
12584	7/16/2024	ONE TIME PAY VENDOR	ARMENAK TER-PETROSYAN	REFUND-PR2400736	100	20604	$2.00
	7/16/2024	ONE TIME PAY VENDOR	ARMENAK TER-PETROSYAN	REFUND-PR2400736	100	20603	$4.31
	7/16/2024	ONE TIME PAY VENDOR	ARMENAK TER-PETROSYAN	REFUND-PR2400736	100	48020	$36.92
	7/16/2024	ONE TIME PAY VENDOR	ARMENAK TER-PETROSYAN	REFUND-PR2400736	100	48020	$46.15
	7/16/2024	ONE TIME PAY VENDOR	ARMENAK TER-PETROSYAN	REFUND-PR2400736	100	48010	$922.93
						CHECK TOTAL	**$1,012.31**
12585	7/16/2024	ONE TIME PAY VENDOR	BAPS	FACILITY RENTAL REFUND	100	20202	$200.00
						CHECK TOTAL	**$200.00**
12586	7/16/2024	ONE TIME PAY VENDOR	CATHY NGUYEN	REIMB-CLIMATE & ENERGY FORUM 6/25-6/26/24	100130	52415	$46.68
						CHECK TOTAL	**$46.68**
12587	7/16/2024	ONE TIME PAY VENDOR	CORTEZ ROOFING	BLDG PERMIT REFUND-PR2024-583	100	20604	$0.80
	7/16/2024	ONE TIME PAY VENDOR	CORTEZ ROOFING	BLDG PERMIT REFUND-PR2024-583	100	20603	$1.24
	7/16/2024	ONE TIME PAY VENDOR	CORTEZ ROOFING	BLDG PERMIT REFUND-PR2024-583	100	48020	$12.63
	7/16/2024	ONE TIME PAY VENDOR	CORTEZ ROOFING	BLDG PERMIT REFUND-PR2024-583	100	48020	$15.92
	7/16/2024	ONE TIME PAY VENDOR	CORTEZ ROOFING	BLDG PERMIT REFUND-PR2024-583	100	22105	$250.00
	7/16/2024	ONE TIME PAY VENDOR	CORTEZ ROOFING	BLDG PERMIT REFUND-PR2024-583	100	48010	$315.73
						CHECK TOTAL	**$596.32**
12588	7/16/2024	ONE TIME PAY VENDOR	JARRETT HSIEH	REIMB-GETTY EXCURSION LUNCH	100520	55310	$39.97

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$39.97**
12589	7/16/2024	ONE TIME PAY VENDOR	KENNETH DESFORGES	REIMB-CISCO LIVE CONF 6/2-6/6/2024	100230	52415	$241.20
						CHECK TOTAL	**$241.20**
12590	7/16/2024	ONE TIME PAY VENDOR	MARY CHOU	FACILITY RENTAL REFUND	100	20202	$200.00
						CHECK TOTAL	**$200.00**
12591	7/16/2024	ONE TIME PAY VENDOR	OLGA MEDINA	FACILITY RESERVATION REFUND	100	20202	$1,250.00
						CHECK TOTAL	**$1,250.00**
12592	7/16/2024	ONE TIME PAY VENDOR	QYUAN INC.	DEVELOPER DEPOSIT REFUND-1519 DERRINGER LN	100	22107	$466.19
						CHECK TOTAL	**$466.19**
12593	7/16/2024	ONE TIME PAY VENDOR	SUMER VARDHAN	DEVELOPER DEPOSIT REFUND-2133 DERRINGER	100	22107	$793.52
						CHECK TOTAL	**$793.52**
12594	7/16/2024	ONE TIME PAY VENDOR	SUMERMAL VARDHAN	DEVELOPER DEPOSIT REFUND-2626 WAGON TRAIL	100	22107	$473.10
						CHECK TOTAL	**$473.10**
12595	7/16/2024	ONE TIME PAY VENDOR	TARA REYES	REIMB-MILEAGE CLIMATE & ENERGY FORUM 6/25-6/26/24	100130	52415	$107.20
						CHECK TOTAL	**$107.20**
12596	7/16/2024	ONE TIME PAY VENDOR	WEIMING LI	REFUND-PR24-765	100	20603	$0.82
	7/16/2024	ONE TIME PAY VENDOR	WEIMING LI	REFUND-PR24-765	100	48020	$17.81
	7/16/2024	ONE TIME PAY VENDOR	WEIMING LI	REFUND-PR24-765	100	48020	$22.27
	7/16/2024	ONE TIME PAY VENDOR	WEIMING LI	REFUND-PR24-765	100	48020	$445.34
						CHECK TOTAL	**$486.24**
12597	7/16/2024	ONYX PAVING COMPANY INC		AREA 3 REHABILITATION PROJECT (JUNE2024)	301610	56101	$88,507.67
	7/16/2024	ONYX PAVING COMPANY INC		AREA 3 REHABILITATION PROJECT (JUNE2024)	301610	56101	$737,169.52
						CHECK TOTAL	**$825,677.19**
12598	7/16/2024	OPENGOV INC		ANNUAL SOFTWARE AGREEMENT-BUDGET DEV & RPT FY24/25	100230	52314	$22,450.00
						CHECK TOTAL	**$22,450.00**

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
12599	7/16/2024	PARKWOOD LANDSCAPE MAINTENANCE INC		LANDSCAPE MAINTENANCE (PARKS) FY24	100630	55505	$3,014.61
	7/16/2024	PARKWOOD LANDSCAPE MAINTENANCE INC		LANDSCAPE MAINTENANCE (PARKS) FY24	100510	55505	$31,193.12
						CHECK TOTAL	**$34,207.73**
12600	7/16/2024	PRO1PRINT, LLC		PRINTING OF COMMDEV BROCHURES FY24	100240	52110	$887.51
						CHECK TOTAL	**$887.51**
12601	7/16/2024	PROTECTION ONE INC		ALARM MONITORING (HERITAGE 070124-093024) FY24-25	100630	52320	$184.99
						CHECK TOTAL	**$184.99**
12602	7/16/2024	PROTECTION ONE INC		ALARM MONITOR EXTEND SVS (HERITAGE 070124-093024)	100630	52320	$239.04
						CHECK TOTAL	**$239.04**
12603	7/16/2024	PROTECTION ONE INC		ALARM MONITOR EXTND SVS(CH/072924-082824)	100620	52320	$45.50
						CHECK TOTAL	**$45.50**
12604	7/16/2024	PYRO COMM SYSTEMS INC		FIRE ALARM MONITOR (CITYHALL/070124-093024) 24-25	100620	52320	$135.00
						CHECK TOTAL	**$135.00**
12605	7/16/2024	REGIONAL TAP SERVICE CENTER		FOOTHILL PASSES - JUNE 2024	206650	55610	$572.00
	7/16/2024	REGIONAL TAP SERVICE CENTER		FOOTHILL PASSES - JUNE 2024	206650	55620	$2,288.00
						CHECK TOTAL	**$2,860.00**
12606	7/16/2024	REINBERGER CORPORATION		BUSINESS CARDS FOR ARLENE LAVIERA (PLANNING)	100140	52110	$86.51
						CHECK TOTAL	**$86.51**
12607	7/16/2024	RKA CONSULTING GROUP		BUILDING AND SAFETY SERVICES - MAY 2024	100420	55100	$48,204.70
						CHECK TOTAL	**$48,204.70**
12608	7/16/2024	ROTO-ROOTER SERVICES COMPANY		PLUMBING SERVICES (DBC-062824) FY24	100510	52320	$647.00
						CHECK TOTAL	**$647.00**
12609	7/16/2024	SAN GABRIEL VALLEY CITY MANAGER'S ASSOCIATION		SEMINAR, 7/17/24	100130	52410	$300.00
						CHECK TOTAL	**$300.00**

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
12610	7/16/2024	SANTA BARBARA TRANSPORTATION CORP		BUS TRANSPORTATION FOR DAY CAMP ON 6.04.2024	206520	55315	$510.79
	7/16/2024	SANTA BARBARA TRANSPORTATION CORP		BUS TRANSPORTATION FOR DAY CAMP ON 6.06.2024	206520	55315	$472.95
	7/16/2024	SANTA BARBARA TRANSPORTATION CORP		BUS TRANSPORTATION FOR DAY CAMP ON 6.11.2024	206520	55315	$567.54
	7/16/2024	SANTA BARBARA TRANSPORTATION CORP		BUS TRANSPORTATION FOR DAY CAMP ON 6.13.2024	206520	55315	$472.95
	7/16/2024	SANTA BARBARA TRANSPORTATION CORP		BUS TRANSPORTATION FOR DAY CAMP ON 6.18.2024	206520	55315	$472.95
	7/16/2024	SANTA BARBARA TRANSPORTATION CORP		BUS TRANSPORTATION FOR DAY CAMP ON 6.20.2024	206520	55315	$472.95
	7/16/2024	SANTA BARBARA TRANSPORTATION CORP		BUS TRANSPORTATION FOR DAY CAMP ON 6.25.24	206520	55315	$472.95
	7/16/2024	SANTA BARBARA TRANSPORTATION CORP		BUS TRANSPORTATION FOR DAY CAMP ON 6.27.24	206520	55315	$472.95
						CHECK TOTAL	**$3,916.03**
12611	7/16/2024	SC FUELS		FLEET VEHICLE FUEL (061524-063024) FY23-24	502130	52312	$29.00
	7/16/2024	SC FUELS		FLEET VEHICLE FUEL (061524-063024) FY23-24	502130	52312	$44.45
	7/16/2024	SC FUELS		FLEET VEHICLE FUEL (061524-063024) FY23-24	502130	52312	$508.74
	7/16/2024	SC FUELS		FLEET VEHICLE FUEL (061524-063024) FY23-24	502130	52312	$566.79
	7/16/2024	SC FUELS		FLEET VEHICLE FUEL (061524-063024) FY23-24	502130	52312	$621.85
						CHECK TOTAL	**$1,770.83**
12612	7/16/2024	SIMPSON ADVERTISING INC		BEERFEST ARTWORK-BUS SHELTER AD, MAG COVER FY24	100150	54900	$670.00
	7/16/2024	SIMPSON ADVERTISING INC		CITY BUSINESS AD FOR CHAMBER MAG FY2025	100150	52160	$525.00
						CHECK TOTAL	**$1,195.00**
12613	7/16/2024	SITEREP CONSTRUCTION SERVICES INC		NTMP/HAWKWOOD - TRAFFIC CALMIN FY24	205650	56102	$32,217.35
						CHECK TOTAL	**$32,217.35**
12614	7/16/2024	SLOAN VAZQUEZ INC		HAULER CONTRACT ASSISTANCE - JUNE 2024	250170	54900	$5,520.00

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						CHECK TOTAL	**$5,520.00**
12615	7/16/2024	SO COAST AIR QUALITY MGT DISTRICT		FACILITIES LEASE - JULY 2024	100130	52302	$2,688.58
						CHECK TOTAL	**$2,688.58**
12616	7/16/2024	SPECTRUM BUSINESS		SUMMARY BILL-CABLE TV/INTERNET - JUNE 2024	100230	54030	$1,739.35
	7/16/2024	SPECTRUM BUSINESS		CABLE TV SVCS - JULY 2024	100230	54030	$132.63
						CHECK TOTAL	**$1,871.98**
12617	7/16/2024	SQBOX SOLUTIONS LTG		ANNUAL MAINT-INTRANET CONNECTION FY 24/25	100230	52314	$4,150.00
						CHECK TOTAL	**$4,150.00**
12618	7/16/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JULY 2024	225	21107	$0.66
	7/16/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JULY 2024	203	21107	$1.99
	7/16/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JULY 2024	204	21107	$1.99
	7/16/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JULY 2024	225	21113	$2.21
	7/16/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JULY 2024	239	21107	$2.44
	7/16/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JULY 2024	241	21107	$2.44
	7/16/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JULY 2024	238	21107	$3.40
	7/16/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JULY 2024	203	21113	$4.21
	7/16/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JULY 2024	204	21113	$4.21
	7/16/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JULY 2024	239	21113	$8.61
	7/16/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JULY 2024	241	21113	$8.61
	7/16/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JULY 2024	238	21113	$13.29
	7/16/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JULY 2024	207	21107	$15.53

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	7/16/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JULY 2024	201	21113	$21.83
	7/16/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JULY 2024	206	21107	$24.98
	7/16/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JULY 2024	201	21107	$27.30
	7/16/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JULY 2024	206	21113	$50.15
	7/16/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JULY 2024	207	21113	$52.66
	7/16/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JULY 2024	250	21107	$74.35
	7/16/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JULY 2024	250	21113	$126.94
	7/16/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JULY 2024	100	21107	$1,626.50
	7/16/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JULY 2024	100	21113	$2,296.87
						CHECK TOTAL	**$4,371.17**
12619	7/16/2024	STAY GREEN INC		LANDSCAPE MAINTENANCE - AS NEEDED REPAIR 061824	100620	52320	$108.90
	7/16/2024	STAY GREEN INC		LANDSCAPE MAINTENANCE CITY HALL(PLANT FILL)FY23-24	100620	52320	$8,654.81
						CHECK TOTAL	**$8,763.71**
12620	7/16/2024	TASC		FSA FEES FY24	100220	52515	$148.40
						CHECK TOTAL	**$148.40**
12621	7/16/2024	TERRYBERRY		SERVICE PINS FY24	100220	52520	$1,121.26
						CHECK TOTAL	**$1,121.26**
12622	7/16/2024	THE SAUCE CREATIVE SERVICES INC		DAY CAMP POSTCARD FY24	100520	52110	$125.00
						CHECK TOTAL	**$125.00**
12623	7/16/2024	TOWN & COUNTRY EVENT RENTALS, LLC		TASTE OF DB - MARQUEE LETTERS & STRING LIGHTS FY24	100150	54900	$4,220.45
						CHECK TOTAL	**$4,220.45**
12624	7/16/2024	TRES HERMANOS CONSERVATION AUTHORITY JPA		JPA MAINTENANCE COST SHARE FOR FY 24/25	248630	52320	$95,473.00
						CHECK TOTAL	

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12625	7/16/2024	TRIFYTT SPORTS LLC		CONTRACT CLASS INSTRUCTOR-YOUTH SPORTS FY24	100520	55320	$667.80
						CHECK TOTAL	**$667.80**
12626	7/16/2024	UNITED RECORDS MANAGEMENT INC		OFF SITE STORAGE BACK-UP TAPES JULY 2024	100230	55000	$594.00
	7/16/2024	UNITED RECORDS MANAGEMENT INC		OFF SITE STORAGE BACK-UP TAPES-JUNE 2024	100230	55000	$594.00
						CHECK TOTAL	**$1,188.00**
12627	7/16/2024	US BANK		CALCARD STATEMENT-JUNE 2024	999	28100	$26,394.00
						CHECK TOTAL	**$26,394.00**
12628	7/16/2024	VALLEY VISTA SERVICES, INC.		STREET SWEEPING SERVICES (060124-063024) FY23-24	100655	55510	$11,327.40
						CHECK TOTAL	**$11,327.40**
12629	7/16/2024	VERIZON WIRELESS		WIRELESS PHONE SVCS - 5/17-6/16	100230	52200	$2,171.73
						CHECK TOTAL	**$2,171.73**
12630	7/16/2024	VERMONT SYSTEMS INC		ANNUAL MAINT-WEB TRAC FY 24/25	100230	52314	$7,785.52
						CHECK TOTAL	**$7,785.52**
12631	7/16/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JULY 2024	225	21108	$1.53
	7/16/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JULY 2024	203	21108	$3.22
	7/16/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JULY 2024	204	21108	$3.22
	7/16/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JULY 2024	239	21108	$7.33
	7/16/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JULY 2024	241	21108	$7.33
	7/16/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JULY 2024	238	21108	$12.29
	7/16/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JULY 2024	201	21108	$16.12
	7/16/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JULY 2024	206	21108	$43.17
	7/16/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JULY 2024	207	21108	$53.12
	7/16/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JULY 2024	250	21108	$90.53
	7/16/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JULY 2024	100	21108	$1,936.52
						CHECK TOTAL	**$2,174.38**
12632	7/16/2024	WW GRAINGER INC		WATER FILTRATION FILTER (CITYHALL) FY24-25	100620	52320	$946.57

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	7/16/2024	WW GRAINGER INC		FY2024-25 EMERGENCY PREP SUPPLIES	100350	51200	$367.38
						CHECK TOTAL	**$1,313.95**
12633	7/16/2024	WALNUT VALLEY EDUCATIONAL FOUNDATION		FY 24/25 SPONSORSHIP - TEE SPONSOR	101110	52600	$500.00
						CHECK TOTAL	**$500.00**
12634	7/16/2024	WANSEO CHUNG		CONTRACT CLASS INSTRUCTOR	100520	55320	$470.40
						CHECK TOTAL	**$470.40**
12635	7/16/2024	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (CITYHALL) FY24	100620	51200	$1,090.01
	7/16/2024	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (CITYHALL) FY24	100620	51200	$84.53
	7/16/2024	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (PARKS) FY23-24	100630	51200	$1,702.59
						CHECK TOTAL	**$2,877.13**
12636	7/16/2024	WEST COAST ARBORISTS INC		GRID 38 LMD (060124-061524) TREE MAINTENANCE FY24	100645	55522	$1,166.00
	7/16/2024	WEST COAST ARBORISTS INC		GRID 38 LMD (060124-061524) TREE MAINTENANCE FY24	238638	55522	$4,420.00
	7/16/2024	WEST COAST ARBORISTS INC		TREE MAINTENANCE (060124-061524) FY24	100645	55522	$2,131.80
						CHECK TOTAL	**$7,717.80**
12637	7/16/2024	WILLDAN GEOTECHNICAL		PR2016-2111 GEOTECHNICAL REVIEW	100	22109	$210.00
	7/16/2024	WILLDAN GEOTECHNICAL		PR2024-0273 GEOTECHNICAL REVIEW	100	22109	$630.00
	7/16/2024	WILLDAN GEOTECHNICAL		PR2022-0718 GEOTECHNICAL REVIEW	100	22109	$840.00
	7/16/2024	WILLDAN GEOTECHNICAL		PR2018-21870 GEOTECHNICAL REVIEW	100	22109	$1,260.00
	7/16/2024	WILLDAN GEOTECHNICAL		PR2024-0445 GEOTECHNICAL REVIEW	100	22109	$1,050.00
						CHECK TOTAL	**$3,990.00**
12638	7/16/2024	WILLDAN GEOTECHNICAL		GEOTECH REVIEW - 340 FERN PLAN - THRU 5/26/23	100	22109	$420.00
	7/16/2024	WILLDAN GEOTECHNICAL		GEOTECH REVIEW - 1528 S GOLD CYN - THRU 5/26/23	100	22109	$630.00
	7/16/2024	WILLDAN GEOTECHNICAL		GEOTECH REVIEW - 2829 WAGON TRAIL - THRU 5/26/23	100	22109	$840.00
	7/16/2024	WILLDAN GEOTECHNICAL		GEOTECH REVIEW - 1528 S GOLD CYN - THRU 6/30/23	100	22109	$420.00

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	7/16/2024	WILLDAN GEOTECHNICAL		GEOTECH REVIEW - 2829 WAGON TRAIN - THRU 6/30/23	100	22109	$420.00
						CHECK TOTAL	**$2,730.00**
12639	7/16/2024	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - MAY 2024	100120	54020	$1,584.00
	7/16/2024	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - MAY 2024	100120	54020	$4,039.20
	7/16/2024	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - MAY 2024	100120	54020	$1,900.80
	7/16/2024	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - MAY 2024	100120	54020	$792.00
	7/16/2024	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - MAY 2024	100120	54020	$211.20
	7/16/2024	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - MAY 2024	100120	54020	$1,029.60
	7/16/2024	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - MAY 2024	100120	54020	$3,326.40
	7/16/2024	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - MAY 2024	100120	54020	$79.20
	7/16/2024	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - MAY 2024	100	22107	$105.60
	7/16/2024	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - MAY 2024	100120	54020	$3,247.20
						CHECK TOTAL	**$16,315.20**
12640	7/16/2024	YOUTH EVOLUTION ACTIVITIES		CONTRACT CLASS INSTRUCTOR-YOUTH SPORTS	100520	55320	$763.20
						CHECK TOTAL	**$763.20**
12649	7/18/2024	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 1003 GOLDEN SPRINGS - LS-2	100655	52210	$118.83
						CHECK TOTAL	**$118.83**
12653	7/18/2024	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 24230 GOLDEN SPRINGS - LS-2	100655	52210	$85.69
						CHECK TOTAL	**$85.69**
12655	7/18/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 553 N DBB/VARIOUS - TC-1	100655	52210	$1,129.05
						CHECK TOTAL	**$1,129.05**
12656	7/18/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 809 S DBB - TC-1	100655	52210	$97.57

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$97.57**
12657	7/18/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 21010 WASHINGTON AVE - TC-1	100655	52210	$108.03
						CHECK TOTAL	**$108.03**
12658	7/18/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - DBB N/W @ TEMPLE - TC-1	100655	52210	$90.30
						CHECK TOTAL	**$90.30**
12668	7/23/2024	SOUTHERN CALIFORNIA EDISON		633 GRAND AVE (061024-071024)	238638	52210	$42.39
						CHECK TOTAL	**$42.39**
12669	7/23/2024	SOUTHERN CALIFORNIA EDISON		21208 WASHINGTON AVE (061124-071124)	100630	52210	$16.64
						CHECK TOTAL	**$16.64**
12672	7/19/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 07/19/2024	225	21109	$94.50
	7/19/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 07/19/2024	201	21109	$113.78
	7/19/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 07/19/2024	239	21109	$141.33
	7/19/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 07/19/2024	241	21109	$141.33
	7/19/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 07/19/2024	206	21109	$173.12
	7/19/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 07/19/2024	238	21109	$282.67
	7/19/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 07/19/2024	207	21109	$287.32
	7/19/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 07/19/2024	250	21109	$2,865.96
	7/19/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 07/19/2024	100	21109	$37,798.96

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$41,898.97**
12673	7/19/2024	CALPERS		PENSION CONTRIBUTION 6/26/24-7/12/24 & 7/1-31/2024	203	21110	$81.40
	7/19/2024	CALPERS		PENSION CONTRIBUTION 6/26/24-7/12/24 & 7/1-31/2024	204	21110	$81.40
	7/19/2024	CALPERS		PENSION CONTRIBUTION 6/26/24-7/12/24 & 7/1-31/2024	239	21110	$161.66
	7/19/2024	CALPERS		PENSION CONTRIBUTION 6/26/24-7/12/24 & 7/1-31/2024	241	21110	$161.66
	7/19/2024	CALPERS		PENSION CONTRIBUTION 6/26/24-7/12/24 & 7/1-31/2024	238	21110	$243.91
	7/19/2024	CALPERS		PENSION CONTRIBUTION 6/26/24-7/12/24 & 7/1-31/2024	225	21110	$407.58
	7/19/2024	CALPERS		PENSION CONTRIBUTION 6/26/24-7/12/24 & 7/1-31/2024	201	21110	$596.50
	7/19/2024	CALPERS		PENSION CONTRIBUTION 6/26/24-7/12/24 & 7/1-31/2024	206	21110	$831.84
	7/19/2024	CALPERS		PENSION CONTRIBUTION 6/26/24-7/12/24 & 7/1-31/2024	207	21110	$912.12
	7/19/2024	CALPERS		PENSION CONTRIBUTION 6/26/24-7/12/24 & 7/1-31/2024	250	21110	$2,003.02
	7/19/2024	CALPERS		PENSION CONTRIBUTION 6/26/24-7/12/24 & 7/1-31/2024	100	21110	$43,883.01
						CHECK TOTAL	**$49,364.10**
12674	7/19/2024	TASC		FLEX SPENDING MEDICAL/CHILDCARE 07/19/2024	238	21118	$5.54
	7/19/2024	TASC		FLEX SPENDING MEDICAL/CHILDCARE 07/19/2024	239	21118	$5.54
	7/19/2024	TASC		FLEX SPENDING MEDICAL/CHILDCARE 07/19/2024	241	21118	$5.54
	7/19/2024	TASC		FLEX SPENDING MEDICAL/CHILDCARE 07/19/2024	201	21118	$7.06
	7/19/2024	TASC		FLEX SPENDING MEDICAL/CHILDCARE 07/19/2024	207	21118	$29.03
	7/19/2024	TASC		FLEX SPENDING MEDICAL/CHILDCARE 07/19/2024	250	21118	$51.37
	7/19/2024	TASC		FLEX SPENDING MEDICAL/CHILDCARE 07/19/2024	206	21118	$61.96

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	7/19/2024	TASC		FLEX SPENDING MEDICAL/CHILDCARE 07/19/2024	100	21118	$2,070.77
						CHECK TOTAL	**$2,236.81**
12679	7/30/2024	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 1DBB TEMPLE - LS-2	100655	52210	$128.70
						CHECK TOTAL	**$128.70**
12680	7/15/2024	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 2201 DBB - LS-2	100655	52210	$90.30
						CHECK TOTAL	**$90.30**
12681	7/30/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - DBB N/W @ TEMPLE - TC-1	100655	52210	$108.03
						CHECK TOTAL	**$108.03**
12682	7/30/2024	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 21615 GATEWAY CTR DR - LS-2	100655	52210	$90.30
						CHECK TOTAL	**$90.30**
12683	7/30/2024	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 2798 S BREA CYN - LS-2	100655	52210	$67.73
						CHECK TOTAL	**$67.73**
12685	7/30/2024	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - BREA CYN/OAKCREST - LS-2	100655	52210	$68.26
						CHECK TOTAL	**$68.26**
12687	7/30/2024	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - BREA CYN/FALLOWFIELD - LS-2	100655	52210	$89.64
						CHECK TOTAL	**$89.64**
12688	7/30/2024	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 3201 S DBB - LS-2	100655	52210	$135.46
						CHECK TOTAL	**$135.46**
12689	7/30/2024	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 1798 DBB/22566 GLDN SPRGS - LS-2	100655	52210	$202.52
						CHECK TOTAL	**$202.52**
12690	7/30/2024	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 21325 PATHFINDER RD - LS-2	100655	52210	$247.20
						CHECK TOTAL	**$247.20**
12691	7/30/2024	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 1025 BREA CYN TC1 - LS-2	100655	52210	$143.54
						CHECK TOTAL	**$143.54**
12692	7/30/2024	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 22805 GOLDEN SPRINGS DR LS-2	100655	52210	$112.88

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$112.88**
12693	7/30/2024	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - VARIOUS LS-1	100655	52210	$916.27
						CHECK TOTAL	**$916.27**
12706	7/30/2024	1ST JON INC		RESTROOM AND SINK RENTALS 6.12.24	100520	52300	$999.68
	7/30/2024	1ST JON INC		RESTROOM AND SINK RENTAL 6.26.24	100520	52300	$999.68
						CHECK TOTAL	**$1,999.36**
12707	7/30/2024	AARON STANLEY TALALAY		CONTRACT CLASS INSTRUCTOR	100520	55320	$535.50
						CHECK TOTAL	**$535.50**
12708	7/30/2024	AGRICULTURAL COM WGHTS & MEASURES		WEED ABATEMENT FY23-24	100630	52320	$1,883.00
	7/30/2024	AGRICULTURAL COM WGHTS & MEASURES		WEED ABATEMENT FY23-24	241641	55526	$30,186.56
	7/30/2024	AGRICULTURAL COM WGHTS & MEASURES		WEED ABATEMENT FY23-24	100630	52320	$23,980.45
	7/30/2024	AGRICULTURAL COM WGHTS & MEASURES		WEED ABATEMENT FY23-24	239639	55526	$34,913.19
						CHECK TOTAL	**$90,963.20**
12709	7/30/2024	BACK HOME R & K INC		SENIOR DANCE CATERING 24-25	100520	55310	$1,395.54
						CHECK TOTAL	**$1,395.54**
12710	7/30/2024	BLACK BIRD FIRE PROTECTION INC		5YR FIRE SPRKLR REPAIRS (DBC)	100510	52320	$4,905.00
						CHECK TOTAL	**$4,905.00**
12711	7/30/2024	KATHY BREAUX		INSTRUCTOR PAYMENT - ART - SUM 24	100520	55320	$93.60
						CHECK TOTAL	**$93.60**
12712	7/30/2024	BROADCAST MUSIC INC		MUSIC LICENSING FOR CONCERTS IN THE PARK	100520	55300	$866.00
						CHECK TOTAL	**$866.00**
12713	7/30/2024	LINGO TELECOM LLC		CITYWIDE ANALOG PHONE SVCS-JULY 2024	100230	52200	$2,496.72
						CHECK TOTAL	**$2,496.72**
12714	7/30/2024	CARROT-TOP INDUSTRIES INC		US FLAGS	100510	52320	$2,994.84
						CHECK TOTAL	**$2,994.84**

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
12715	7/30/2024	CDW GOVERNMENT		TRENDMICRO SCAN MAIL	100230	52314	$1,479.60
	7/30/2024	CDW GOVERNMENT		BARRACUDA EMAIL SECURITY GATEWAY	100230	52314	$5,189.28
						CHECK TOTAL	**$6,668.88**
12716	7/30/2024	CHICAGO TITLE COMPANY		CDBG HIPPROG-HIP301-TITL RECOR FEES 318 NAVAJO SPG	225440	54900	$35.00
						CHECK TOTAL	**$35.00**
12717	7/30/2024	COCO SUTZE CHENG		INSTRUCTOR PAYMENT - FITNESS - SUM 24	100520	55320	$96.00
						CHECK TOTAL	**$96.00**
12718	7/30/2024	CODING MINDS INC		INSTRUCTOR PAYMENT - COMPUTER - SUM 24	100520	55320	$225.00
						CHECK TOTAL	**$225.00**
12719	7/30/2024	DANIELS TIRE SERVICES INC		ROAD MAINT. DIV - VEHICLE MAINT. (LIC#1363853)	502655	52312	$707.77
	7/30/2024	DANIELS TIRE SERVICES INC		PW VEHICLE MAINTENANCE (LIC#1570799)	502630	52312	$1,550.26
	7/30/2024	DANIELS TIRE SERVICES INC		ROAD MAINT. DIV -VEHICLE MAINTENANCE (LIC#1532960	502655	52312	$523.48
	7/30/2024	DANIELS TIRE SERVICES INC		PW VEHICLE MAINTENANCE (LIC#1601067)	502630	52312	$1,068.29
	7/30/2024	DANIELS TIRE SERVICES INC		NEIGHBORHOOD IMPRVMT VEHICLE MAINT (LIC#1479428)	502430	52312	$284.22
	7/30/2024	DANIELS TIRE SERVICES INC		POOL VEHCILE MAINTENANCE (LIC#1304009)	502620	52312	$659.12
	7/30/2024	DANIELS TIRE SERVICES INC		ROAD MAINTENANCE VEHICLE (LIC#1407074)	502655	52312	$962.46
	7/30/2024	DANIELS TIRE SERVICES INC		POOL VEHICLE MAINTENANCE (LIC#1338160)	502620	52312	$995.36
						CHECK TOTAL	**$6,750.96**
12720	7/30/2024	DAPEER ROSENBLIT & LITVAK LLP		CITY PROSECUTOR - 24311 KNOLL - MAY 2024	100120	54024	$948.60
	7/30/2024	DAPEER ROSENBLIT & LITVAK LLP		CODE ENF CITY PROSECUTOR - 24311 KNOLL - JUNE 2024	100120	54024	$2,668.50
	7/30/2024	DAPEER ROSENBLIT & LITVAK LLP		CODE ENF CITY PROSECUTOR - JUNE 2024	100120	54024	$1,333.70
						CHECK TOTAL	**$4,950.80**

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
12721	7/30/2024	DEPARTMENT OF INDUSTRIAL RELATIONS		OSHA ELEVATOR INSPECTION FEE (CITYHALL) FY23-24	100620	51200	$225.00
						CHECK TOTAL	**$225.00**
12722	7/30/2024	DEPARTMENT OF JUSTICE		LIVESCAN FEES - FY 23/24	100220	52510	$192.00
	7/30/2024	DEPARTMENT OF JUSTICE		LIVE SCAN FEES FY24	100220	52510	$320.00
						CHECK TOTAL	**$512.00**
12723	7/30/2024	DIAMOND BAR FRIENDS OF THE LIBRARY		FY 24/25 SPONSORSHIP - WINE SOIREE	101110	52600	$2,000.00
						CHECK TOTAL	**$2,000.00**
12724	7/30/2024	DIAMOND BAR STORAGE OWNER LLC		STORQUEST UNIT - AUGUST ONLY	253180	52302	$303.00
	7/30/2024	DIAMOND BAR STORAGE OWNER LLC		OFFSITE STORAGE-AUGUST 2024	100420	52302	$800.00
						CHECK TOTAL	**$1,103.00**
12725	7/30/2024	DIAMOND POINTE DINING SERVICES LLC		NEW FULL TIME EMPLOYEES BREAKFAST	100520	51200	$333.66
						CHECK TOTAL	**$333.66**
12726	7/30/2024	DOCUSIGN, INC		E-SIGNATURE SOFTWARE & SUPPORT - FY 23-24	100230	52314	$2,794.50
						CHECK TOTAL	**$2,794.50**
12727	7/30/2024	DUNN EDWARDS CORPORATION		DBC ROAD MAINT SUPPLIES	100510	52320	$393.68
						CHECK TOTAL	**$393.68**
12728	7/30/2024	EDUARDO M QUINTERO		DBC PLUMBING REPAIRS	100510	52320	$4,000.00
						CHECK TOTAL	**$4,000.00**
12729	7/30/2024	ELIZABETH DARDEN		BAND PERFORMANCE FOR CONCERT 7.3.24	100520	55300	$1,700.00
						CHECK TOTAL	**$1,700.00**
12730	7/30/2024	EXTERIOR PRODUCTS CORP		MAINTENANCE & OPERATION SUPPLIES/SERVICES	100630	52320	$568.79
	7/30/2024	EXTERIOR PRODUCTS CORP		MAINTENANCE & OPERATION SUPPLIES/SERVICES	100510	52320	$4,757.30
	7/30/2024	EXTERIOR PRODUCTS CORP		MAINTENANCE & OPERATION SUPPLIES/SERVICES	238638	52320	$5,515.93
						CHECK TOTAL	**$10,842.02**

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
12731	7/30/2024	FEHR & PEERS		ON-CALL TRAFFIC & TRANS PLNG-APRIL 2024	103410	54300	$1,131.75
	7/30/2024	FEHR & PEERS		ON-CALL TRAFFIC & TRANS PLNG-MAR 2024	103410	54300	$1,230.75
	7/30/2024	FEHR & PEERS		ON-CALL TRAFFIC & TRANS PLNG-SEPT-JAN 2024	103410	54300	$3,453.68
	7/30/2024	FEHR & PEERS		ON-CALL TRAFFIC & TRANS PLNG-SEPT-JAN 2024	100410	54200	$4,000.00
						CHECK TOTAL	**$9,816.18**
12732	7/30/2024	FRANKLIN WALL LLC		BAND PERFORMANCE FOR 7.24.24	100520	55300	$2,000.00
						CHECK TOTAL	**$2,000.00**
12733	7/30/2024	G & A NELOS CONSTRUCTION INC		CONTRACT WITHHOLDING: 24000058-RETENTION	301	29004	$1,318.09
	7/30/2024	G & A NELOS CONSTRUCTION INC		CONTRACT WITHHOLDING: 24000058-RETENTION	301	29004	$3,590.00
	7/30/2024	G & A NELOS CONSTRUCTION INC		CONTRACT WITHHOLDING: 24000058-RETENTION	301	29004	$7,394.15
						CHECK TOTAL	**$12,302.24**
12734	7/30/2024	GARY TOSHIHIKO BUSTEED		T&T COMMISSION STIPEND - NOV 2023	100610	52525	$45.00
	7/30/2024	GARY TOSHIHIKO BUSTEED		T&T COMMISSION STIPEND-JAN 2024	100610	52525	$45.00
	7/30/2024	GARY TOSHIHIKO BUSTEED		T&T COMMISSION STIPEND-031424	100610	52525	$45.00
	7/30/2024	GARY TOSHIHIKO BUSTEED		T&T COMMISSION STIPEND-MAY2024	100610	52525	$45.00
						CHECK TOTAL	**$180.00**
12735	7/30/2024	H & L CHARTER CO INC		SENIOR EXCURSION 24-25	100520	55310	$1,255.00
						CHECK TOTAL	**$1,255.00**
12736	7/30/2024	HDL COREN & CONE		FY 23/24 ACFR STATISTICAL PACKAGE	100210	54010	$695.00
						CHECK TOTAL	**$695.00**
12737	7/30/2024	HOME DEPOT CREDIT SERVICES		PARKS MAINT (HERITAGE KITCHEN)	100630	52320	$107.66
	7/30/2024	HOME DEPOT CREDIT SERVICES		ROAD MAINTENANCE SUPPLIES (JG-071224)	100655	51300	$15.70
	7/30/2024	HOME DEPOT CREDIT SERVICES		ROAD MAINTENANCE SUPPLIES (JSI-071524)	100655	51300	$43.41
	7/30/2024	HOME DEPOT CREDIT SERVICES		CIVIC CNTR SMALL TOOLS (JW-071924)	100620	51300	$1,029.02

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$1,195.79**
12738	7/30/2024	HORIZONS CONSTRUCTION CO INT'L INC		SYCAMORE CANYON PARK - RESTROOM REPAIR	100630	52320	$1,700.00
	7/30/2024	HORIZONS CONSTRUCTION CO INT'L INC		SYCAMORE CANYON PARK - RESTROOM REPAIR	100630	51300	$1,956.32
						CHECK TOTAL	**$3,656.32**
12739	7/30/2024	HUMANE SOCIETY OF POMONA VALLEY INC		IVHS ANIMAL CONTROL SERVICES IN JUNE-FY24	100340	55404	$37,724.67
						CHECK TOTAL	**$37,724.67**
12740	7/30/2024	INTEGRUS LLC		ADVANCED OFFICE COPIER SUPPORT-07/2024	100230	52314	$508.88
						CHECK TOTAL	**$508.88**
12741	7/30/2024	JASON VERHOLTZ		REPAIR & REPLACE BACKFLOW (PARKS)	100630	52320	$3,955.89
						CHECK TOTAL	**$3,955.89**
12742	7/30/2024	JAVIER DJEU		CONTRACT CLASS INSTRUCTOR	100520	55320	$660.00
						CHECK TOTAL	**$660.00**
12743	7/30/2024	JOE A GONSALVES & SON INC		PROF. SERVICES - STATE LOBBYIST IN JULY	100130	54900	$2,500.00
						CHECK TOTAL	**$2,500.00**
12744	7/30/2024	JOHN L HUNTER & ASSOC INC		NPDES LAND DEVELOPMENT - APR 2024	100	22109	$156.25
	7/30/2024	JOHN L HUNTER & ASSOC INC		NPDES LAND DEVELOPMENT - APR 2024	100	22109	$187.50
	7/30/2024	JOHN L HUNTER & ASSOC INC		NPDES LAND DEVELOPMENT - APR 2024	100	22109	$218.75
						CHECK TOTAL	**$562.50**
12745	7/30/2024	JORGE LARA		SENIOR DANCE CATERING 23-24	100520	55310	$2,096.65
						CHECK TOTAL	**$2,096.65**
12746	7/30/2024	KENS HARDWARE		ROAD MAINTENANCE SUPPLIES (JF-DBPW)	100655	51250	$76.57
						CHECK TOTAL	**$76.57**
12747	7/30/2024	KEVIN D JONES		PS -SR-57/60 CONFLUENCE PROJ - JUNE 2024	100615	54400	$4,000.00
						CHECK TOTAL	**$4,000.00**
12748	7/30/2024	KEVIN KLEIN		CONCERT PERFORMANCE FOR 7.10.24	100520	55300	$1,200.00

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$1,200.00**
12749	7/30/2024	KIMBERLY DOWNEY ESMOND		CONTRACT CLASS INSTRUCTOR - YOUTH DANCE	100520	55320	$1,044.30
						CHECK TOTAL	**$1,044.30**
12750	7/30/2024	LA COUNTY ASSESSOR OFFICE		SBF ABSTRACT - JUNE 2024	100230	52314	$200.00
						CHECK TOTAL	**$200.00**
12751	7/30/2024	LIZA G MONTIEL		DJ SENIOR DANCE 23-24	100520	55310	$350.00
	7/30/2024	LIZA G MONTIEL		SENIOR DANCE DJ 24-25	100520	55310	$350.00
						CHECK TOTAL	**$700.00**
12752	7/30/2024	LOOMIS		COURIER SERVICES - JUNE 2024 FY 23/24	100210	54900	$754.71
	7/30/2024	LOOMIS		COURIER SERVICES - JUNE 2024 FY 23/24	100510	54900	$754.71
						CHECK TOTAL	**$1,509.42**
12753	7/30/2024	LOS ANGELES COUNTY SHERIFF'S DEPT		FY2023-24 LAW ENF CALVARY CHAPEL - MAY 2024	100310	55400	$0.00
	7/30/2024	LOS ANGELES COUNTY SHERIFF'S DEPT		FY2023-24 LAW ENF CALVARY CHAPEL - MAY 2024	100520	55402	$0.00
	7/30/2024	LOS ANGELES COUNTY SHERIFF'S DEPT		FY2023-24 LAW ENF CALVARY CHAPEL - MAY 2024	100310	55402	$10,767.32
	7/30/2024	LOS ANGELES COUNTY SHERIFF'S DEPT		FY2023-24 GEN LAW SERVICE-MAY 2024	100310	55402	$0.00
	7/30/2024	LOS ANGELES COUNTY SHERIFF'S DEPT		FY2023-24 GEN LAW SERVICE-MAY 2024	100520	55402	$0.00
	7/30/2024	LOS ANGELES COUNTY SHERIFF'S DEPT		FY2023-24 GEN LAW SERVICE-MAY 2024	100310	55400	$658,133.93
						CHECK TOTAL	**$668,901.25**
12754	7/30/2024	LOWE'S BUSINESS ACCOUNT		MAINTENANCE SUPPLIES	100630	51200	$51.99
						CHECK TOTAL	**$51.99**
12755	7/30/2024	MAC MEDIA GROUP LLC		PRINTING OF THROUGH MY LENS BUS SHELTER AD	100240	52110	$180.00
	7/30/2024	MAC MEDIA GROUP LLC		PRINTING OF BEERFEST BUS SHELTER AD	100150	52110	$225.00
						CHECK TOTAL	**$405.00**
12756	7/30/2024	MANISHA SULAKHE		T&T COMMISSION STIPEND-NOV 2023	100610	52525	$45.00
	7/30/2024	MANISHA SULAKHE		T&T COMMISSION STIPEND - JAN 2024	100610	52525	$45.00

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	7/30/2024	MANISHA SULAKHE		T&T COMMISSION STIPEND - MAR 2024	100610	52525	$45.00
						CHECK TOTAL	**$135.00**
12757	7/30/2024	MNS ENGINEERS INC		DESIGN OF DIAMOND BAR COMPLETE-JUNE 2024 FY23/24	301610	56105	$2,705.00
						CHECK TOTAL	**$2,705.00**
12758	7/30/2024	MOBILE RELAY ASSOCIATES INC		REPEATER SERVICES FOR EMERGENCY PREPAREDNESS IN AUG	100350	52300	$78.75
						CHECK TOTAL	**$78.75**
12759	7/30/2024	MOVIES BY KIDS - OC LLC		INSTRUCTOR PAYMENT - ENRICHMENT - SUM 24	100520	55320	$2,268.00
						CHECK TOTAL	**$2,268.00**
12760	7/30/2024	MULHOLLAND CONSULTING INC		CIP-STEEP CYN RD EROSION CNTRL-06/01/24 - 06/30/24	301610	56105	$1,683.00
						CHECK TOTAL	**$1,683.00**
12761	7/30/2024	NORTH AMERICAN YOUTH ACTIVITIES LLC		CONTRACT CLASS INSTRUCTOR-YOUTH SOCCER	100520	55320	$870.00
						CHECK TOTAL	**$870.00**
12762	7/30/2024	OC YOUTH SPORTS LLC		INSTRUCTOR PAYMENT - SPORTS - SUM 24	100520	55320	$720.00
						CHECK TOTAL	**$720.00**
12763	7/30/2024	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA		PRE-EMPLOYMENT PHYSICAL FEES	100220	52510	$190.00
						CHECK TOTAL	**$190.00**
12764	7/30/2024	ONE TIME PAY VENDOR	BRIDGET NWAUKWA	FACILITY REFUND	100	20202	$1,114.34
						CHECK TOTAL	**$1,114.34**
12765	7/30/2024	ONE TIME PAY VENDOR	CAROLINA GUTIERREZ	FACILITY REFUND	100	20202	$74.90
						CHECK TOTAL	**$74.90**
12766	7/30/2024	ONE TIME PAY VENDOR	DANNY LEE	FACILITY REFUND	100	20202	$200.00
						CHECK TOTAL	**$200.00**
12767	7/30/2024	ONE TIME PAY VENDOR	DIPANKAR BASU	FACILITY REFUND	100	20202	$200.00
						CHECK TOTAL	**$200.00**
12768	7/30/2024	ONE TIME PAY VENDOR	EN AI CHONG	RECREATION PROGRAM REFUND	100	20202	$154.00
						CHECK TOTAL	

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
12769	7/30/2024	ONE TIME PAY VENDOR	HAI ZAIDUL	FACILITY REFUND	100	20202	$200.00
						CHECK TOTAL	**$200.00**
12770	7/30/2024	ONE TIME PAY VENDOR	KATIE GRANT	RECREATION PROGRAM REFUND	100	20202	$395.00
						CHECK TOTAL	**$395.00**
12771	7/30/2024	ONE TIME PAY VENDOR	LINDA TATUM	RECREATION PROGRAM REFUND	100	20202	$25.00
						CHECK TOTAL	**$25.00**
12772	7/30/2024	ONE TIME PAY VENDOR	MANISHA SULAKHE	FACILITY REFUND	100	20202	$300.00
						CHECK TOTAL	**$300.00**
12773	7/30/2024	ONE TIME PAY VENDOR	MARY SCHNEIDER	FACILITY REFUND	100	20202	$200.00
						CHECK TOTAL	**$200.00**
12774	7/30/2024	ONE TIME PAY VENDOR	MICHELLE KIM	FACILITY REFUND	100	20202	$200.00
						CHECK TOTAL	**$200.00**
12775	7/30/2024	ONE TIME PAY VENDOR	MOHAMMED ALAM	FACILITY REFUND	100	20202	$700.00
						CHECK TOTAL	**$700.00**
12776	7/30/2024	ONE TIME PAY VENDOR	NICHOLAS MARKARIAN	FACILITY REFUND	100	20202	$1,370.40
						CHECK TOTAL	**$1,370.40**
12777	7/30/2024	ONE TIME PAY VENDOR	NIDHI UPPARAPALLI	FACILITY REFUND	100	20202	$501.15
						CHECK TOTAL	**$501.15**
12778	7/30/2024	ONE TIME PAY VENDOR	NING YANG	RECREATION PROGRAM REFUND	100	20202	$100.00
						CHECK TOTAL	**$100.00**
12779	7/30/2024	ONE TIME PAY VENDOR	PEDRO HUICOCHEA	FACILITY REFUND	100	20202	$1,482.50
						CHECK TOTAL	**$1,482.50**
12780	7/30/2024	ONE TIME PAY VENDOR	RAUL CERVANTES	FACILITY REFUND	100	20202	$708.55
						CHECK TOTAL	**$708.55**
12781	7/30/2024	ONE TIME PAY VENDOR	ROY ESEYAN	FACILITY REFUND	100	20202	$200.00
						CHECK TOTAL	**$200.00**
12782	7/30/2024	ONE TIME PAY VENDOR	SANDA ZINMAW	FACILITY REFUND	100	20202	$200.00
						CHECK TOTAL	**$200.00**

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
12783	7/30/2024	ONE TIME PAY VENDOR	SARAH MAUNG	FACILITY REFUND	100	20202	$950.00
						CHECK TOTAL	**$950.00**
12784	7/30/2024	ONE TIME PAY VENDOR	VICTOR PACHECO	FACILITY REFUND	100	20202	$698.00
						CHECK TOTAL	**$698.00**
12785	7/30/2024	ONE TIME PAY VENDOR	YANN YI PAN	RECREATION PROGRAM REFUND	100	20202	$14.75
						CHECK TOTAL	**$14.75**
12786	7/30/2024	ONE TIME PAY VENDOR	NATALIE CALDERON	FACILITY REFUND	100	20202	$4,902.60
						CHECK TOTAL	**$4,902.60**
12787	7/30/2024	ONE TIME PAY VENDOR - CND REFUND	DIANA ARANA	C&D REFUND: 3528 CROOKED CREEK DRIVE	100	22105	$250.00
						CHECK TOTAL	**$250.00**
12788	7/30/2024	OPCO TRANSIT INC		JUNE 2024 - FY 2023-24 DIAMOND RIDE SR TRAN SVCS	206650	55560	$25,482.20
						CHECK TOTAL	**$25,482.20**
12789	7/30/2024	P F PETTIBONE & CO		RESOLUTION/MINUTES PAPER	100410	51200	$374.85
						CHECK TOTAL	**$374.85**
12790	7/30/2024	PAPER RECYCLING & SHREDDING		CH SHREDDING CONSOLES	250170	55000	$105.00
						CHECK TOTAL	**$105.00**
12791	7/30/2024	PBLA ENGINEERING INC		DESIGN SERVICES (BIDDING JUNE2024)	301630	56104	$1,250.00
						CHECK TOTAL	**$1,250.00**
12792	7/30/2024	PUBLIC STORAGE #23051		PARKS AND RECREATION OFF SITE STORAGE UNITS	100520	52302	$798.00
	7/30/2024	PUBLIC STORAGE #23051		PARKS AND RECREATION OFF SITE STORAGE UNITS	100520	52302	$836.00
						CHECK TOTAL	**$1,634.00**
12793	7/30/2024	QUINN RENTAL SERVICES		GENERATOR RENTAL FOR CONCERTS IN THE PARK	100520	55300	$1,948.19
						CHECK TOTAL	**$1,948.19**
12794	7/30/2024	RAPHAEL H PLUNKETT		T&T COMMISSION STIPEND - NOV 2023	100610	52525	$45.00
	7/30/2024	RAPHAEL H PLUNKETT		T&T COMMISSION STIPEND - JAN 2024	100610	52525	$45.00
	7/30/2024	RAPHAEL H PLUNKETT		T&T COMMISSION STIPEND - MAR 2024	100610	52525	$45.00

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	7/30/2024	RAPHAEL H PLUNKETT		T&T COMMISSION STIPEND-MAY 2024	100610	52525	$45.00
						CHECK TOTAL	**$180.00**
12795	7/30/2024	JAIME CASAS		FILTER EXCHANGE EVENT SUPPORT- JULY 13	253180	54900	$320.00
						CHECK TOTAL	**$320.00**
12796	7/30/2024	REGIONAL CHAMBER OF COMMERCE		ECON DEVELOPMENT SERVICES IN APRIL, MAY & JUNE	100150	55000	$3,000.00
						CHECK TOTAL	**$3,000.00**
12797	7/30/2024	RETAIL MARKETING SERVICES INC		CART RETRIEVAL SERVICES JUNE 2024	250170	55000	$20.00
						CHECK TOTAL	**$20.00**
12798	7/30/2024	RKA CONSULTING GROUP		BUILDING AND SAFETY SERVICES - JUNE 2024 FY 23/24	100420	55100	$39,155.43
						CHECK TOTAL	**$39,155.43**
12799	7/30/2024	ROMULO T MORALES		T&T COMMISSION STIPEND - NOV 2023	100610	52525	$45.00
	7/30/2024	ROMULO T MORALES		T&T COMMISSION STIPEND - MAR 2024	100610	52525	$45.00
	7/30/2024	ROMULO T MORALES		T&T COMMISSION STIPEND-MAY 2024	100610	52525	$45.00
						CHECK TOTAL	**$135.00**
12800	7/30/2024	ROSS CREATIONS		SOUND SERVICES FOR CONCERTS 7.10 & 7.17	100520	55300	$3,370.00
	7/30/2024	ROSS CREATIONS		SOUND SERVICES FOR JULY 24 & 31	100520	55300	$3,370.00
						CHECK TOTAL	**$6,740.00**
12801	7/30/2024	ROTH STAFFING COMPANIES, LP		PW ADMIN TEMPORARY STAFFING - WEEK ENDING 06/16/24	100630	55000	$1,440.00
	7/30/2024	ROTH STAFFING COMPANIES, LP		PW ADMIN TEMPORARY STAFFING - WEEK ENDING 06/23/24	100630	55000	$1,368.00
						CHECK TOTAL	**$2,808.00**
12802	7/30/2024	SAN GABRIEL VALLEY CITY MANAGER'S ASSOCIATION		MEMBERSHIP DUE FOR FY 2024-2025	100130	52400	$55.00
						CHECK TOTAL	**$55.00**
12803	7/30/2024	SC FUELS		FLEET VEHICLE FUEL (070124-071524)	502430	52312	$71.05
	7/30/2024	SC FUELS		FLEET VEHICLE FUEL (070124-071524)	502620	52312	$319.96
	7/30/2024	SC FUELS		FLEET VEHICLE FUEL (070124-071524)	502655	52312	$613.59

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	7/30/2024	SC FUELS		FLEET VEHICLE FUEL (070124-071524)	502630	52312	$760.83
						CHECK TOTAL	**$1,765.43**
12804	7/30/2024	SIMPSON ADVERTISING INC		2023 PHOTO CONTEST WINNER DISPLAY	100240	54900	$4,143.63
	7/30/2024	SIMPSON ADVERTISING INC		ARTWORK AND FINAL ART - NW AND BW TABLECOVERS	100240	54900	$425.00
	7/30/2024	SIMPSON ADVERTISING INC		DEVELOPMENT OF BEERFEST LOGO	100240	54900	$1,495.00
						CHECK TOTAL	**$6,063.63**
12805	7/30/2024	SO COAST AIR QUALITY MGT DISTRICT		FACILITIES LEASE IN AUGUST 2024	100130	52302	$2,688.58
						CHECK TOTAL	**$2,688.58**
12806	7/30/2024	SOCIAL VOCATIONAL SERVICES		LITTER AND WEED REMOVAL (ROW/ JUNE2024)	100645	55528	$3,113.00
						CHECK TOTAL	**$3,113.00**
12807	7/30/2024	SOL SHINE PRODUCTIONS		MOVIE EQUIPMENT RENTALS FOR JULY	100520	55300	$11,801.00
						CHECK TOTAL	**$11,801.00**
12808	7/30/2024	SPECTRUM BUSINESS		INTERNET SVCS - HERITAGE PK JULY 2024	100230	54030	$274.98
						CHECK TOTAL	**$274.98**
12809	7/30/2024	STAY GREEN INC		LANDSCAPE MAINTENANCE (CITY HALL)	100620	52320	$1,190.00
						CHECK TOTAL	**$1,190.00**
12810	7/30/2024	SURENDRA R MEHTA		T&T COMMISSION STIPEND - NOV 2023	100610	52525	$45.00
	7/30/2024	SURENDRA R MEHTA		T&T COMMISSION STIPEND - JAN 2024	100610	52525	$45.00
	7/30/2024	SURENDRA R MEHTA		T&T COMMISSION STIPEND - MAR 2024	100610	52525	$45.00
						CHECK TOTAL	**$135.00**
12811	7/30/2024	SWANK MOTION PICTURES INC		MOVIE LICENSING FOR 6.26.24	100520	51200	$720.00
	7/30/2024	SWANK MOTION PICTURES INC		MOVIE LICENSING FOR 7.17.24	100520	55300	$735.00
						CHECK TOTAL	**$1,455.00**
12812	7/30/2024	TAIT AND ASSOCIATES INC		CIP SI23101 (DESIGN) GROUNDWATER DRAINAGE PHASE 6	301610	56101	$490.00
	7/30/2024	TAIT AND ASSOCIATES INC		CIP FP23503 - PANTERA PARK HARDSCAPE DES PRJ FY24	301630	56104	$3,850.00
						CHECK TOTAL	**$4,340.00**

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
12813	7/30/2024	THE DREAMBOATS BAND LLC		BAND PERFORMANCE FOR JULY 17	100520	55300	$2,000.00
						CHECK TOTAL	**$2,000.00**
12814	7/30/2024	THE GAS COMPANY		HERITAGEPARK (061124-071124) FY23-24	100630	52215	$22.46
	7/30/2024	THE GAS COMPANY		CITYHALL (061024-071024) FY23-24	100620	52215	$14.79
	7/30/2024	THE GAS COMPANY		DBC (061224-071224)	100510	52215	$146.84
						CHECK TOTAL	**$184.09**
12815	7/30/2024	THE SHERWIN-WILLIAMS CO		MAINTENANCE SUPPLIES (DBC)	100510	52320	$99.16
						CHECK TOTAL	**$99.16**
12816	7/30/2024	TINKERSPACE INC		DAY CAMP ENTERTAINMENT - BALANCE	100520	55315	$350.00
						CHECK TOTAL	**$350.00**
12817	7/30/2024	TORTI GALLAS AND PARTNERS INC		TOWN CENTER SPECIFIC PLAN - JUNE 2024 FY23/24	103410	54900	$3,400.00
						CHECK TOTAL	**$3,400.00**
12818	7/30/2024	TOWN SQUARE PUBLICATIONS LLC		CHAMBER OF COMMERCE AD - ECON DEV AD FY2025	100150	54900	$1,590.00
						CHECK TOTAL	**$1,590.00**
12819	7/30/2024	TRANE SERVICE GROUP INC		DBC AC REPLACEMENT & AIR QUALITY UPGRADES FP22501C	301630	56104	$284,000.00
						CHECK TOTAL	**$284,000.00**
12820	7/30/2024	TYLER TECHNOLOGIES INC		ELM PROJECT MGMT HOURS-6/24-7/2/2024	503230	56135	$7,200.00
	7/30/2024	TYLER TECHNOLOGIES INC		ELM PROJECT MGMNT -7/8-7/18/2024	503230	56135	$7,000.00
						CHECK TOTAL	**$14,200.00**
12821	7/30/2024	UA FULLERTON LLC		DAY CAMP EXCURSION	100520	53520	$1,356.34
						CHECK TOTAL	**$1,356.34**
12822	7/30/2024	US BANK		CALCARD STATEMENT - JULY 2024	999	28100	$31,567.63
						CHECK TOTAL	**$31,567.63**
12823	7/30/2024	VESTIS GROUP INC		PW STAFF UNIFORM	100630	51200	$237.49
						CHECK TOTAL	**$237.49**
12824	7/30/2024	WW GRAINGER INC		EQUIPMENT MAINTENANCE (DBC)	100510	52310	$144.86
						CHECK TOTAL	**$144.86**

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
12825	7/30/2024	WALNUT VALLEY UNIFIED SCHOOL DISTRICT		ADULT VOLLEYBALL GYM RENTAL	100520	52302	$1,430.44
						CHECK TOTAL	**$1,430.44**
12826	7/30/2024	WALNUT VALLEY WATER DISTRICT		CITYHALLW (060124-063024)	100620	52220	$1,267.03
	7/30/2024	WALNUT VALLEY WATER DISTRICT		DISTRICT38W (060124-063024)	238638	52220	$12,024.28
	7/30/2024	WALNUT VALLEY WATER DISTRICT		D38RW-070124	238638	52220	$1,374.47
	7/30/2024	WALNUT VALLEY WATER DISTRICT		D39W (060124-063024)	239639	52220	$12,056.12
	7/30/2024	WALNUT VALLEY WATER DISTRICT		D41W-070124	241641	52220	$8,536.62
	7/30/2024	WALNUT VALLEY WATER DISTRICT		DBCW (060124-063024)	100510	52220	$535.71
	7/30/2024	WALNUT VALLEY WATER DISTRICT		PARKSW-070124	100630	52220	$28,970.36
	7/30/2024	WALNUT VALLEY WATER DISTRICT		PARKSRW (060124-063024)	100630	52220	$2,036.11
						CHECK TOTAL	**$66,800.70**
12827	7/30/2024	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (DBC)	100510	51210	$653.30
	7/30/2024	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (DBC)	100510	51210	$140.88
	7/30/2024	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (DBC) FY24/25	100510	51210	$68.43
	7/30/2024	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (CITYHALL)	100620	51200	$603.91
	7/30/2024	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (CITYHALL)	100620	51200	$510.16
	7/30/2024	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (DBC)	100510	51210	$385.81
						CHECK TOTAL	**$2,362.49**
12828	7/30/2024	WEST COAST ARBORISTS INC		CITYWIDE TREE MAINTENANCE (070124-071524)	100645	55522	$5,940.00
						CHECK TOTAL	**$5,940.00**
12829	7/30/2024	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SVCS - JUNE 2024	100120	54020	$1,584.00
	7/30/2024	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SVCS - JUNE 2024	100120	54020	$6,336.00
	7/30/2024	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SVCS - JUNE 2024	100120	54020	$79.20
	7/30/2024	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SVCS - JUNE 2024	100120	54020	$132.00
	7/30/2024	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SVCS - JUNE 2024	100120	54020	$844.80

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	7/30/2024	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SVCS - JUNE 2024	100120	54020	$316.80
	7/30/2024	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SVCS - JUNE 2024	100120	54020	$3,352.80
	7/30/2024	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SVCS - JUNE 2024	100120	54020	$26.40
						CHECK TOTAL	**$12,672.00**
12830	7/30/2024	YUNEX LLC		TS MAINT SVCS - JUNE 2024	207650	55536	$5,540.00
	7/30/2024	YUNEX LLC		TS RESPONSE CALL OUTS FOR MAY 2024	207650	55536	$6,470.89
	7/30/2024	YUNEX LLC		TS RESPONSE BREA CANYON & POMONA FWY PPB POLE KNOC	207650	55536	$564.73
	7/30/2024	YUNEX LLC		TS RESPONSE DB & MISSION-TEMPLE REPLACE DAMAGED NW	207650	55536	$1,467.54
	7/30/2024	YUNEX LLC		CONTRACT WITHHOLDING: 23000106-RETENTION	301	29004	$5,950.75
	7/30/2024	YUNEX LLC		CONTRACT WITHHOLDING: 23000106-RETENTION	301	29004	$43,286.00
						CHECK TOTAL	**$63,279.91**
						GRAND TOTAL	**$3,277,002.22**

Agenda #: 5.3
Meeting Date: August 6, 2024

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

TITLE: **AGREEMENT WITH CITY OF COMMERCE FOR EXCHANGE OF PROPOSITION A FUNDS.**

STRATEGIC GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

A. Adopt Resolution No. 2024-34 approving, and authorizing the City Manager to sign, the Funds Exchange Agreement selling $1,333,333 of Proposition A Funds to the City of Commerce; and

B. Appropriate $1,333,333 from the Proposition A Fund and recognize $1,000,000 in Park & Facility Development Fund (262) revenue for the exchange.

FINANCIAL IMPACT:

The City of Commerce wishes to purchase $1,333,333 in Proposition A funds at an exchange rate of $0.75 per each $1.00 which is reflected in the proposed Exchange Agreement. At this exchange rate, the City of Diamond Bar will receive $1,000,000 in unrestricted funds. It is recommended that the proceeds from the exchange be deposited into the Park & Facility Development Fund (262) which will increase the available fund balance to approximately $2.4 million. To facilitate the exchange, the City Council will need to appropriate $1,333,333 from the City's available Proposition A Fund (206) fund balance which will reduce the available fund balance to approximately to $1.5 million.

BACKGROUND/DISCUSSION:

Proposition A (Prop A), the half-cent sales tax for transit, was approved by voters in 1980. The revenues generated through this half-cent sales tax are to be used toward the development of transit related programs, which are administered by the Los Angeles Metropolitan Transportation Authority (Metro). In administering the program, Metro has been distributing Local Return Funds directly to cities. Each recipient city must use its

Local Return Funds within three (3) years from the date of receipt when the funding authorization expires.

Diamond Bar continues to utilize Prop A Local Return Funds to offer a variety of ongoing programs that include: the Diamond Ride Program which heavily subsidizes dial-a-cab service to seniors and persons with disabilities; the Holiday Diamond Ride which expands the Diamond Ride Program to all residents when shopping in Diamond Bar during the holiday season; bus transportation for recreation programs; Transit Pass sales which offers seniors discounted rates on Metrolink and Metro bus passes; and maintenance to our citywide bus stop shelters. The proposed exchange would not reduce any funding levels for existing Diamond Bar programs or services.

In addition to the aforementioned ongoing programs, $1.2 million in Prop A funds were recently utilized for the design and construction of new bus stop shelters across the City, and the current FY 2024/25 Capital Improvement Program includes $650,000 in Prop A funds for pavement rehabilitation projects ($50,000) and the Diamond Bar Complete Streets project ($600,000).

Due to a lack of additional transit-related programming – be it ongoing programs or one-time capital projects – a surplus of Prop A funds has accumulated which will expire after three years. Metro, which oversees these funds, allows cities with unused *restricted* Prop A funds to exchange them with other cities for *unrestricted* revenues. In these exchanges, the city that can use additional Prop A funds agrees to pay the city with the surplus Prop A funds a sum less than the value of the Prop A funds. This allows the city using the Prop A funds to obtain them at a discount, while the city with the surplus receives unrestricted funds that can be used for non-transit purposes. This arrangement is considered mutually beneficial for both cities.

The City of Commerce approved the attached Prop A funds exchange agreement at their July 23, 2024 City Council Meeting. Once the agreement is fully executed, a check in the amount of $1,000,000 will be forwarded to the City of Diamond Bar and deposited in the Park & Facility Development Fund (262).

LEGAL REVIEW:

The City Attorney has reviewed and approved the Agreement as to form.

PREPARED BY:

Jason Jacobsen

Jason Jacobsen, Finance Director 8/6/2024

REVIEWED BY:

Jason Jacobsen

Jason Jacobsen, Finance Director 7/29/2024

Attachments:

1. 5.3.a Resolution No. 2024-34
2. 5.3.b Exhibit A - Agreement - Proposition A Funds Exchange

RESOLUTION 2024-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR AUTHORIZING AND APPROVING THE SALE OF $1,333,333 OF PROPOSITION A FUNDS (LOCAL RETURN TRANSIT FUNDS) TO CITY OF COMMERCE.

WHEREAS, the City of Diamond Bar wishes to transfer $1,333,333 of its uncommitted Proposition A Local Return Transit Funds to City of Commerce to provide ongoing operating funding and to improve the level, quality, safety, and/or accessibility of transit services to the general public or to any group which requires special transportation assistance;

WHEREAS, City of Commerce has offered to assign $1,000,000 in funds to be deposited to the City of Diamond Bar for any unrestricted purpose; and

WHEREAS, the City Council of the City of Diamond Bar has determined that the transit needs of the City can be adequately met if this fund exchange is approved.

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

Section 1. The City Council hereby approves the Prop A Funds Exchange Agreement, attached hereto as Exhibit A, which provides for the exchange of $1,333,333 of Diamond Bar Proposition A Local Return Funds in exchange for $1,000,000 in City of Commerce funds, and further approves the funds to be deposited to the Diamond Bar Park & Facility Development Fund (262).

Section 2. The City Manager is hereby authorized to sign the Prop A Funds Exchange Agreement, attached hereto as Exhibit A.

Section 3. The City Clerk shall certify to the adoption of this Resolution and send certified copies to the City of Commerce.

PASSED, APPROVED AND ADOPTED this 6th day of August 2024.

CITY OF DIAMOND BAR

_____
Stan Liu, Mayor

ATTEST:

I, Kristina Santana, City Clerk of the City of Diamond Bar, do hereby certify that the foregoing Resolution was passed, approved and adopted at a regular meeting of the City Council of the City of Diamond Bar held on the 6th day of August 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS**:**

_____
Kristina Santana, City Clerk

Attachments:

Exhibit A – Prop A Funds Exchange Agreement

FUND TRADE AGREEMENT

BETWEEN THE CITY OF DIAMOND BAR AND THE CITY OF COMMERCE, CALIFORNIA

This Assignment Agreement is made and entered into this **23rd day of July, 2024**, by and between the City of Diamond Bar, California ("Diamond Bar") and the City of Commerce, California ("Commerce") with respect to the following facts:

A. Diamond Bar has uncommitted funding authority for its Fiscal Years 2024-25 allocation of Proposition "A" Local Return funds ("Prop A Funds") that can be made available to Commerce to assist in providing the services discussed in Paragraph B below. Diamond Bar is willing to assign its uncommitted Prop A Funds to Commerce for the purpose(s) identified in Paragraph B, in exchange for the assignment by Commerce of the amount of its general funds indicated in Section I below.

B. Commerce proposes to use Diamond Bar's uncommitted Prop A Funds to provide ongoing transportation operation services (including fixed route, medi-ride, and recreation) to the residents of Commerce, and to fund certain eligible capital improvement projects. Adequate Prop A funding for such services is not currently available given the limited amount of Commerce's Local Return allocation.

Now, therefore, in consideration of the mutual benefits to be derived by the parties and of the premises herein contained, it is mutually agreed as follows:

1. Exchange. Diamond Bar agrees to assign $1,333,333 of its Fiscal Year 2024-25 Proposition "A" Local Return funding authority to Commerce. In return, Commerce agrees to assign $1,000,000 of its General Fund monies to Diamond Bar.

2. Consideration. Diamond Bar shall provide the agreed upon Proposition "A" Local Return funds to Commerce in one lump sum payment.. Commerce shall also provide the agreed-upon general funds to Diamond Bar in one lump sum payment. The lump sum payment by Commerce shall be due and payable upon approval by the Los Angeles Metropolitan Transportation Authority ("LAMTA") of Lomita's project description FORM (Form A) covering the services discussed in Paragraph B.

3. Term. This Agreement is effective on the date first above written, and shall continue for such time as is necessary for both parties to complete their mutual obligations set forth herein.

4. Termination. This Agreement may be terminated with or without cause by either party upon five (5) days written notice to the other party.

5. Notices. Notices shall be given pursuant to this Agreement by personal service on the party to be notified or by written notice upon such party by certified mail deposited in the custody of the United States Postal Service addressed as follows:

CITY OF DIAMOND BAR
21810 Copley Drive
Diamond Bar CA 91765
Attn: Jason Jacobsen, Finance Director

. CITY OF COMMERCE
2535 Commerce Way
Commerce, CA 90040
Attn: Vilko Domic, Assistant City Manager

6. Assurances.

a. Commerce shall use the assigned Proposition "A" Local Return funds only for the purpose of providing the services discussed in Paragraph B of this Agreement and within the time limits specified in LAMTA's Proposition "A" Local Return Program Guidelines.

b. Concurrently with the execution of this Agreement Commerce shall provide LAMTA with the Standard Assurances and Understandings Regarding Receipt and Use of Proposition "A" funds specified in the Guidelines regarding the use of the assigned Proposition "A" Local Return Funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, on the day and year above written.

CITY OF DIAMOND BAR

By_____
Dan Fox
City Manager

CITY OF COMMERCE

By_____
Hugo Argumedo
Mayor

ATTEST:

Kristina Santana
City Clerk

Lena Shumway
City Clerk

Approved as to Form:

Approved as to Form:

Omar Sandoval
City Attorney

Noel Tapia
City Attorney

Agenda #: 5.4
Meeting Date: August 6, 2024

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

TITLE: **CANCELLATION OF SEPTEMBER 3, 2024 CITY COUNCIL MEETING.**

STRATEGIC GOAL: *Open, Engaged & Responsive Government*

RECOMMENDATION:

Adjourn the August 20, 2024 City Council meeting to September 17, 2024.

FINANCIAL IMPACT:

None.

BACKGROUND:

This year, the Labor Day holiday falls on Monday, September 2, 2024. It would be appropriate to cancel the September 3, 2024 meeting as there will be no pressing matters or public hearings scheduled and therefore adjourning the meeting will not cause the City any hardship.

Should the City Council concur, it is recommended that the Mayor, at the end of the August 20, 2024 City Council Meeting, adjourn said Council meeting to September 17, 2024.

PREPARED BY:

Kristina Santana
Kristina Santana, City Clerk 8/6/2024

REVIEWED BY:

Ryan McLean, Assistant City Manager 7/24/2024

Kristina Santana, City Clerk 7/24/2024

Agenda #: 5.5
Meeting Date: August 6, 2024

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

TITLE: **CONSULTING SERVICES AGREEMENT WITH VIDIFLO, LLC FOR AUDIOVISUAL AND TELEPRODUCTION SYSTEM ENGINEERING SERVICES THROUGH JUNE 30, 2025.**

STRATEGIC GOAL: *Open, Engaged & Responsive Government*

RECOMMENDATION:

A. Approve, and authorize the City Manager to sign the Consultant Services Agreement with Vidiflo, LLC for audioviusal and teleproduction system engineering services through June 30, 2025; and

B. Appropriate $20,500 from the PEG Fund (Fund 270) fund balance.

FINANCIAL IMPACT:

The proposed total not-to-exceed amount for the agreement with Vidiflo, LLC's is $24,000. An additional appropriation of $20,500 (Public, Educational and Government (PEG) Fund 270) is required to supplement the current fiscal year budget of $3,500 (General Fund 100240).

BACKGROUND:

The City of Diamond Bar requires specialized audiovisual and teleproduction system engineering consulting services to enhance the quality and reliability of its public broadcasting and telecommunication systems. In addition to on-going as-needed maintenance, the Windmill/Willow Room Audio Visual & Production Control Systems Upgrade CIP Project is currently underway. A consultant is needed to ensure the construction phase progresses as seamlessly as possible.

ANALYSIS:

Vidiflo, LLC will provide comprehensive consulting services including the evaluation,

design, installation, and maintenance of audiovisual and teleproduction systems. Their expertise will ensure that the City's public broadcasts and telecommunications are of the highest quality, meeting current technological standards and the needs of our community.

Vidiflo, LLC has been working with the City of Diamond Bar for over 20 years and possesses an intricate knowledge of our audiovisual and teleproduction systems. Their long-term partnership and familiarity with our infrastructure make them uniquely qualified to continue providing these essential services. The long-standing relationship and specialized knowledge justify a sole source procurement, ensuring continuity and leveraging Vidiflo's extensive experience with our systems.

LEGAL REVIEW:

The City Attorney has reviewed and approved the Agreement as to form.

PREPARED BY:

Dannette Allen, Principal 8/6/2024

REVIEWED BY:

Ryan McLean, Assistant City Manager 7/29/2024

Jason Jacobsen, Finance Director 7/30/2024

Kristina Santana, City Clerk 7/30/2024

Daniel Fox, City Manager 8/1/2024

Attachments:

1. 5.5.a Vidiflo LLC Consulting Services Agreement

DocuSign Envelope ID: 8A0CA65F-F38F-4E70-B33E-0B68E1CFCA55

CONSULTING SERVICES AGREEMENT

Design Professional

THIS AGREEMENT (the "Agreement") is made as of July 17, 2024 by and between the City of Diamond Bar, a municipal corporation ("City") and Vidiflo, LLC., a California limited liability company ("Consultant").

1. Consultant's Services.

Subject to the terms and conditions set forth in this Agreement Consultant shall provide to the reasonable satisfaction of the City the AudioVisual & Teleproduction System Engineering Consultant services set forth in the attached Exhibit "A", which is incorporated herein by this reference. As a material inducement to the City to enter into this Agreement, Consultant represents and warrants that it has thoroughly investigated the work and fully understands the difficulties and restrictions in performing the work. Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

Cecilia Arellano (herein referred to as the “City’s Project Manager”), shall be the person to whom the Consultant will report for the performance of services hereunder. It is understood that Consultant shall coordinate its services hereunder with the City’s Project Manager to the extent required by the City’s Project Manager, and that all performances required hereunder by Consultant shall be performed to the satisfaction of the City’s Project Manager and the City Manager

2. Term of Agreement. This Agreement shall take effect July 17, 2024, and shall continue until June 30, 2025 unless earlier terminated pursuant to the provisions herein.

The City Manager shall have the option to extend this Agreement for two (2) additional two (1) year terms., subject to the same terms and conditions contained herein, by giving Consultant written notice of the exercise of this option at least thirty (30) days prior to the expiration of the initial Term. In the event the City exercises its option to extend the Term, Consultant's compensation shall be subject to an adjustment upon the effective date of extension as follows:

> Any increase in compensation will be negotiated between the City and the Consultant, but in no event shall the increase exceed the amount that the Consumer Price Index ("CPI") for the Los Angeles-Anaheim-Riverside metropolitan area for the month immediately preceding the Adjustment Date (the "Index Month") as reported by the Bureau of Labor Statistics of the United States Department of Labor, has increased over the CPI for the month one year prior to the Index Month.

3. Compensation. City agrees to compensate Consultant for each service which Consultant performs to the satisfaction of City in compliance with the scope of services set forth in Exhibit "A". Payment will be made only after submission of proper

invoices in the form specified by City. Total payment to Consultant pursuant to this Agreement shall not exceed twenty-four thousand dollars ($24,000) without the prior written consent of the City. The above not to exceed amount shall include all costs, including, but not limited to, all clerical, administrative, overhead, telephone, travel and all related expenses.

4. Payment.

A. As scheduled services are completed, Consultant shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

B. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent, and any extra work performed.

C. City will pay Consultant the amount properly invoiced within 35 days of receipt, but may withhold 30% of any invoice until all work is completed, which sum shall be paid within 35 days of completion of the work and receipt of all deliverables.

D. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

5. Change Orders. No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefore have been previously authorized in writing and approved by the City Manager or his designee as an amendment to this Agreement. The amendment shall set forth the changes of work, extension of time, if any, and adjustment of the fee to be paid by City to Consultant.

6. Priority of Documents. In the event of any inconsistency between the provisions of this Agreement and any attached exhibits, the provisions of this Agreement shall control.

7. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any

Federal, State agency, including the Public Employee Retirement System, regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Consultant, its employees or subconsultants, then Consultant agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with Workers' Compensation laws regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable Worker's Compensation laws.

D. Consultant shall, at Consultant's sole cost and expense fully secure and comply with all federal, state and local governmental permit or licensing requirements, including but not limited to a business license with the City of Diamond.

E. In addition to any other remedies it may have, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification required by this Agreement or for any amount or penalty levied against the City for Consultant's failure to comply with this Section.

8. Standard of Performance. Consultant shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions and represents that it and any subcontractors it may engage, possess any and all licenses which are required to perform the work contemplated by this Agreement and shall maintain all appropriate licenses during the performance of the work.

9. Indemnification. To the maximum extent permitted by Civil Code section 2782.8, Consultant shall defend, indemnify and hold harmless City, its officers, officials, employees and volunteers ("Indemnitees") 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 arising out of or in connection with:

(1) Any and all claims under Worker's Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's contractors;

(2) Any and all claims arising out of Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the Indemnitees. Except for the Indemnitees, this Agreement shall not be construed to extend to any third-party indemnification rights of any kind; and

(3) Any and all claims for loss, injury to or death of persons or damage to property caused by the negligent professional act or omission in the performance of professional services pursuant to this Agreement.

(4) The Consultant's obligations to indemnify, defend and hold harmless the City shall survive termination of this Agreement.

10. Insurance.

A. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company authorized to do business in the State of California and approved by the City the following insurance:

(1) a policy or policies of broad-form comprehensive general liability insurance written on an occurrence basis with minimum limits of $1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) property damage insurance with a minimum limit of $500,000.00 per occurrence;

(3) automotive liability insurance written on an occurrence basis covering all owned, non-owned and hired automobiles, with minimum combined single limits coverage of $1,000,000.00;

(4) Worker's Compensation insurance when required by law, with a minimum limit of $500,000.00 or the amount required by law, whichever is greater; and

(5) Professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a combined single limit of $1,000,000. If such insurance is on a claims' made basis, Consultant agrees to keep such insurance in full force and effect for at least five years after termination or date of completion of this Agreement.

B. The City, its officers, employees, agents, and volunteers shall be named as additional insureds on the policies as to comprehensive general liability, property damage, and automotive liability. The policies as to comprehensive general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the City shall be excess insurance only.

C. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City ten (10) day's prior written notice thereof. Consultant agrees that it will not cancel, reduce or otherwise modify the insurance coverage and in the event of any of the same by the insurer to immediately notify the City.

D. All policies of insurance shall cover the obligations of Consultant pursuant to the terms of this Agreement and except for professional liability insurance, shall be issued by an insurance company which is authorized to do business in the State of California or which is approved in writing by the City; and shall be placed have a current A.M. Best's rating of no less than A-, VII. In the case of professional liability insurance, such coverage shall be issued by companies either licensed or admitted to conduct business in the State of California so long as such insurers possesses the aforementioned Best's rating.

E. Consultant shall submit to City (1) insurance certificates indicating compliance with the minimum insurance requirements above, and (2) insurance policy endorsements or a copy of the insurance policy evidencing the additional insured requirements in this Agreement, in a form acceptable to the City.

F. Self-Insured Retention/Deductibles. All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Consultant (as the named insured) should Consultant fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Consultant's due to such failure in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Consultant for breach of this Agreement in addition to any other damages incurred by City due to the breach.

G. Subrogation. With respect to any Workers' Compensation Insurance or Employer's Liability Insurance, the insurer shall waive all rights of subrogation and contribution it may have against the Indemnitees.

H. Failure to Maintain Insurance. If Contractor fails to keep the insurance required under this Agreement in full force and effect, City may take out the necessary insurance and any premiums paid, plus 10% administrative overhead, shall be paid by Consultant, which amounts may be deducted from any payments due Consultant.

I. Consultant shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the City for review and approval. All insurance for subcontractors shall be subject to all of the requirements stated herein.

11. Confidentiality. Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City.

City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant prepares reports of a proprietary nature specifically for and in connection with certain projects, the City shall not, except with Consultant's prior written consent, use the same for other unrelated projects.

12. Ownership of Materials. Except as specifically provided in this Agreement, all materials provided by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may, however, make and retain such copies of said documents and materials as Consultant may desire.

13. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Consultant and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. The City and any of their authorized representatives shall have access to and the right to audit and reproduce any of Consultant's records regarding the services provided under this Agreement. Consultant shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Consultant agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from the City, and copies thereof shall be furnished if requested.

14. Conflict of Interest.

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of hardware or software to City as a result of the performance of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

15. Termination. The City may terminate this Agreement with or without cause upon fifteen (15) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the fifteenth (15th) day following mailing of the notice. In the event of such termination, City agrees to pay Consultant for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination,

Consultant shall discontinue performing services, unless the notice provides otherwise, except those services reasonably necessary to effectuate the termination. The City shall be not liable for any claim of lost profits.

16. Personnel/Designated Person. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

17. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

18. Reserved.

19. Reserved.

20. Reserved.

21. Reserved.

22. Assignment. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

23. Compliance with Laws. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.

24. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

25. Reserved.

26. Mediation. Any dispute or controversy arising under this Agreement, or in connection with any of the terms and conditions hereof, which cannot be resolved by the parties, may be referred by the parties hereto for mediation. A third party, neutral mediation service shall be selected, as agreed upon by the parties and the costs and expenses thereof shall be borne equally by the parties hereto. The parties agree to utilize their good faith efforts to resolve any such dispute or controversy so submitted to mediation. It is specifically understood and agreed by the parties hereto that mutual good faith efforts to resolve the same any dispute or controversy as provided herein, shall be a condition precedent to the institution of any action or proceeding, whether at law or in equity with respect to any such dispute or controversy.

26. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during regular business hours or by facsimile before or during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

"CONSULTANT"	"CITY"
Vidiflo, LLC	City of Diamond Bar
5318 E. 2nd St. #576	21810 Copley Drive
Long Beach, CA 90803	Diamond Bar, CA 91765-4178
Attn.: Rich Rosensweig	Attn.: Cecilia Arellano
Phone: 562-743-3499	Phone: 909-839-7056
E-Mail: rich@vidiflo.com	E-mail: CArellano@DiamondBarCA.Gov

28. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

29. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

30. Entire Agreement. This Agreement, and any other documents incorporated herein by reference, represent the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations,

representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by a person duly authorized to do so under the City's Purchasing Ordinance.

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

"Consultant"

Vidiflo, LLC

DocuSigned by:
By: Rich Rosensweig
E6B2FE1ACFB441E...
Printed Name: Rich Rosensweig
Title: Chief Executive Manager

"City"

CITY OF DIAMOND BAR

By: _____
Dan Fox, City Manager

ATTEST:

_____
Kristina Santana, City Clerk

Approved as to form:

DocuSigned by:
By: Omar Sandoval
4F8D2446CBF347C...
Omar Sandoval, City Attorney

NOTE:

If Consultant is a corporation, the City requires the following signature(s):

-- *(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR*

-- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*

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EXHIBIT "A"

DocuSign Envelope ID: 8A0CA65F-F38F-4E70-B33E-0B68E1CFCA55

VIDIFLO, LLC

AUDIOVISUAL & BROADCAST SYSTEMS

City of Diamond Bar Windmill & Willow Room
AudioVisual & Teleproduction & DBTV System Engineering Consultant Proposal

PR24062401 June 24, 2024

VIDIFLO, LLC proposes to provide AudioVisual & Teleproduction System Engineering Consultant services to the City of Diamond Bar in support of the Windmill & Willow Room AudioVisual and Teleproduction Systems as well as the Diamond Bar TV Cablecasting System upgrades.

VIDIFLO shall provide:

1. Review of Vendor Design Documents
    a. Bill of Materials
    b. Design Drawings
    c. Project Timeline Plans
2. Review Vendor Questions relating to the System Design.
3. During the Build Phase, 2 Weekly Site Visits to review Vendor progress and provide Weekly Status Reports to the City.
4. During Commissioning Phase, work with Vendor to validate system performance and provide Status Reports to the City.
5. Review System Training Syllabus prior to City Training.
6. Review Final System Documentation from Vendor.

Hourly Rate is $125.00 per Hour.

Site Visits are billed at a 4 Hour Minimum.

Project is estimated at 6 months(24 weeks) with an average of 8 hours per week for a total of 192 Hours.

192 Hours x $125 per Hour = $24,000.00.

Billing shall be made monthly. Terms are Net 20 Days.

5318 E. 2nd St., #576 Long Beach, CA 90803
562-743-3499 rich@vidiflo.com

Agenda #: 5.6
Meeting Date: August 6, 2024

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

TITLE: **AMENDMENTS TO THE DIAMOND BAR CITY CODE TO PROHIBIT SMOKING IN CITY PARKS.**

STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

Approve for second reading by title only, waive full reading, and adopt Ordinance No. 04 (2024) (Smoking Prohibited in City Parks):

> ORDINANCE 04 (2024): "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR, CALIFORNIA, ADDING SECTION 12.00.470 (SMOKING PROHIBITED IN CITY PARKS) TO DIVISION 2 (PARK RULES AND REGULATIONS) OF CHAPTER 12.00 (PARKS AND RECREATION) OF TITLE 12 (STREETS, SIDEWALKS AND PUBLIC PROPERTY) OF THE DIAMOND BAR CITY CODE TO PROHIBIT SMOKING IN CITY PARKS."

FINANCIAL IMPACT:

None.

BACKGROUND:

On July 16, 2024, the City Council approved for first reading Ordinance No. 04 (2024) to add section 12.00.470 to Chapter 12.00 of the Diamond Bar City Code to prohibit smoking within City parks. In alignment with Diamond Bar's strategic goal of ensuring a *Safe, Sustainable, and Healthy Community*, the proposed ordinance promotes a smoke-free environment in City parks to ensure the well-being and safety of park visitors. The proposed ordinance is designed to be self-educating through visible signage and community outreach materials. Still, the proposed ordinance establishes an enforcement mechanism with penalties that are enforceable by the Los Angeles County Sheriff's Department.

No changes were made to the draft of the proposed ordinance as presented at the meeting. A copy of the July 16, 2024, staff report is included in Attachment 2 for reference. The City Council approved the first reading by a 4-0 vote, with Council Member Steve Tye absent.

Ordinance No. 04 (2024) (Attachment 1) is now being presented for its second reading by title only and adoption and shall become effective 30 days from August 6, 2024.

LEGAL REVIEW:

The City Attorney has reviewed and approved the Ordinance as to form.

PREPARED BY:

Alex Batres, Management Analyst 8/6/2024

REVIEWED BY:

Ryan Wright, Parks and Recreation Director 7/22/2024

Ryan McLean, Assistant City Manager 7/22/2024

Attachments:

1. 5.6.a Ordinance No. 04 (2024) - Smoking Prohibited in City Parks
2. 5.6.b City Council Staff Report Dated July 16, 2024

ORDINANCE NO. 04 (2024)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR, CALIFORNIA, ADDING SECTION 12.00.470 (SMOKING PROHIBITED IN CITY PARKS) TO DIVISION 2 (PARK RULES AND REGULATIONS) OF CHAPTER 12.00 (PARKS AND RECREATION) OF TITLE 12 (STREETS, SIDEWALKS AND PUBLIC PROPERTY) OF THE DIAMOND BAR CITY CODE TO PROHIBIT SMOKING IN CITY PARKS.

WHEREAS, parks provide one of the few affordable entertainment options for individuals and families; and

WHEREAS, tobacco use causes death and disease and impose great social and economic costs; and

WHEREAS, exposure to secondhand smoke anywhere has negative health impacts, and exposure to secondhand smoke can occur at significant levels outdoors; and

WHEREAS, comprehensive smoke free laws have proven to be the only effective way of eliminating secondhand smoke exposure; and

WHEREAS, California Health and Safety Code Section 104495, prohibits smoking within a certain distance of playgrounds, tot lot sandbox areas, youth sporting events, and authorizes cities to enact smoking bans that are more restrictive related to smoking around playgrounds, tot lot sandbox areas, and youth sporting events; and

WHEREAS, California Health and Safety Code Section 118880 declares that tobacco smoke is a hazard to the health of the general public; and

WHEREAS, California Health and Safety Code Section 118910 states that local governing bodies may completely ban the smoking of tobacco or may regulate smoking in any matter not inconsistent with state law; and

WHEREAS, tobacco litter and matches dropped in parks are particularly dangerous to young children who step on them or ingest them, sometimes while they are still hot, and creates additional work for maintenance staff; and

WHEREAS, tobacco products are, in addition, poisonous to wildlife which inhabit or visit the parks and are generally detrimental to the environment; and

WHEREAS, eliminating smoking in parks will ensure that nonsmokers may breathe air free from the hazardous effects of secondhand smoke, will protect the public's health, comfort and welfare and promote a healthier environment.

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

Section 1. The City Council finds that the above recitals are true and correct.

Section 2. Section 12.00.470 is hereby added to Division 2 (Park Rules and Regulations) of Chapter 12.00 (Parks and Recreation) of Title 12 (Streets, Sidewalks and Public Property) of the Diamond Bar City Code to read as follows:

Sec. 12.00.470 - Smoking prohibited in City parks.

(a) Purpose and Findings. The City Council finds that smoking of tobacco, or any other weed, plant, or substance is a positive danger to health and a material annoyance, inconvenience, discomfort and a health hazard to those present in confined and unconfined spaces, and in order to serve the public health, safety, and welfare, the declared purpose of this section is to prohibit the smoking of tobacco products, or any other weed, plant, or other substances within the boundaries of any public park.

(b) Definitions. As used in this section, the following terms, words and phrases have the meanings as defined in this section, unless another meaning is clearly apparent from the context:

City means the City of Diamond Bar.

Cannabis has the meaning set forth in California Business Professions Code Section 26001, as that section may be amended from time to time.

Electronic Smoking Device means an electronic and/or battery-operated device that can be used to deliver an inhaled dose of nicotine, or any other substance, including any component, part, or accessory of such a device, whether or not sold separately. *Electronic Smoking Device* includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor.

Enforcement official shall have the same meaning as section 1.04.020.

Park shall have the same meaning as section 12.00.020 of this Code. The Diamond Bar Center is excluded from this definition.

Smoke means the gases, particles, or vapors released into the air as a result of combustion, electrical ignition, or vaporization, when the apparent or usual purpose of the combustion, electrical ignition, or vaporization is human inhalation of the byproducts, except when the combusting or vaporizing material contains no tobacco, nicotine, marijuana, cannabis, cocaine, or heroin and the

purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term *Smoke* includes, but is not limited to tobacco smoke, electronic smoking device vapors, marijuana or cannabis smoke, crack cocaine or heroin smoke.

Smoking means the release of gases, particles, or vapors into the air as the result of combustion, electrical ignition, or vaporization and/or inhaling, exhaling, burning, or carrying any lighted, heated, or ignited cigar, cigarette, cigarillo, pipe, hookah, Electronic Smoking Device, or any plant product, including but not limited to tobacco and marijuana, intended for human inhalation.

(c) Smoking Prohibited. Smoking is prohibited and is unlawful within all areas posted as a no smoking area by the city by signs conspicuously posted at or near the primary entrance(s) to a public place or area where smoking is prohibited, including, but not limited to:

(1) within any park, including its parking lots.

(2) Within fifty (50) feet of any park perimeter, provided that if any such perimeter encroaches on private property, this prohibition shall not apply to the private property. This prohibition shall also not apply to any paved public sidewalk immediately abutting the boundary of the park or to persons and vehicles travelling along the public streets and sidewalks.

(d) Disposal of Smoking Waste. No person shall dispose of any tobacco product or instrument including, but not limited to, cigarettes or cigars, or any part of a cigarette or cigar, matches, Electronic Smoking Device, or any other combustible substance, in any place where smoking is prohibited under this section.

(e) Administration. The no smoking regulations established by this section shall be administered by any Enforcement Official.

(f) Violations and Penalties.

(1) Infraction. A violation of this section is an infraction and shall be punished pursuant to Chapter 1.04 of this Code.

(2) Nonexclusive Remedies and Penalties. Punishment under this section shall not preclude punishment pursuant to Health and Safety Code Section 13002, Penal Code Section 374.4, or any other law proscribing the act of littering or smoking. Nothing in this section shall preclude any person from seeking any other remedies, penalties or procedures provided by law.

(3) Nothing in this section shall preclude the enforcement of State and Federal Laws that pertain to smoking.

Section 3. The adoption of this Ordinance is not a project within the meaning of the California Environmental Quality Act ("CEQA") Guidelines in that it (a) is an ordinance of general policy and procedure and does not constitute a project within the meaning of CEQA and (b) has no potential for resulting in either a direct or a reasonably foreseeable indirect physical change in the environment. As such, this Ordinance is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), which states that CEQA applies only to projects, and only to those projects which have the potential for causing a significant effect on the environment.

Section 4. If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

Section 5. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause a certified copy of this Ordinance to be posted within fifteen (15) days after this Ordinance is passed and adopted, in the Office of the City Clerk and two additional public places, together with the vote for and against the same.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Diamond Bar on this 6th day of August, 2024.

CITY OF DIAMOND BAR

_____
Stan Liu, Mayor

ATTEST:

I, Kristina Santana, City Clerk of the City of Diamond Bar, California, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council held on the 16th day of July, 2024, and was duly passed and adopted at a regular meeting of the City Council held on the 6th day of August, 2024, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

_____
Kristina Santana, City Clerk

Agenda #: 7.1
Meeting Date: July 16, 2024

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

TITLE: **AMENDMENTS TO THE DIAMOND BAR CITY CODE TO PROHIBIT SMOKING IN CITY PARKS.**

STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

A. Determine that the proposed ordinance is not subject to the California Environmental Quality Act ("CEQA"); and

B. Introduce for first reading by title only, waive full reading of the Ordinance, and schedule the second reading and adoption at the next regularly scheduled City Council Meeting:

ORDINANCE 04 (2024): "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR, CALIFORNIA, ADDING SECTION 12.00.470 (SMOKING PROHIBITED IN CITY PARKS) TO DIVISION 2 (PARK RULES AND REGULATIONS) OF CHAPTER 12.00 (PARKS AND RECREATION) OF TITLE 12 (STREETS, SIDEWALKS AND PUBLIC PROPERTY) OF THE DIAMOND BAR CITY CODE TO PROHIBIT SMOKING IN CITY PARKS."

FINANCIAL IMPACT:

None.

BACKGROUND:

Parks in the City of Diamond Bar play a vital role in promoting physical exercise, outdoor activities, and the overall well-being of park visitors. They offer spaces for people to connect with nature, reduce stress, relax mentally, and serve as community gathering places fostering social interactions and a sense of belonging.

Despite the strong smokefree laws in California, park visitors still face health risks from

exposure to secondhand smoke. According to the Centers for Disease Control and Prevention ("CDC"), there is no risk-free level of exposure to secondhand smoke, and even brief exposures can lead to serious health issues and death. The CDC estimates that secondhand smoke is responsible for approximately 41,000 deaths among nonsmokers each year, including deaths from lung cancer and heart disease. Additionally, smoking-related litter and discarded cigarette butts can impact the cleanliness and maintenance of parks, posing environmental hazards and additional upkeep costs.

While California State law prohibits smoking within 25 feet of playgrounds or tot lot sandbox areas and within 20 feet from public building doors, it also allows cities to enact complete bans or regulations on smoking. Section 12.00.500 of the Diamond Bar Municipal Code ("DBMC") currently prohibits smoking on or around hiking trails within the City. However, apart from this provision and the state law, no regulations specifically address smoking in parks within Diamond Bar. To date, over 400 California jurisdictions have adopted additional laws that further restrict smoking in outdoor recreation areas. The proposed Ordinance (Attachment 1) would prohibit smoking within City parks.

ANALYSIS:

Adopting specific regulations to address smoking in parks is essential for the overall well-being and safety of the community. Aligning with Diamond Bar's strategic goal of ensuring a *Safe, Sustainable, and Healthy Community*, the proposed ordinance expands on existing state law and bans smoking within City parks.

The ordinance defines smoking as the release of gases, particles, or vapors into the air and the act of inhaling, exhaling, or carrying lighted cigars, cigarettes, or other products intended for human inhalation, including tobacco smoke, marijuana, or cannabis smoke, or crack cocaine or heroin smoke. This also includes smoking from any electronic or battery-operated device used to deliver nicotine or other substances, such as electronic cigarettes (e-cigarettes), vapes, or vape pens.

Smoking will be prohibited within City parks, and a 50-foot perimeter around parks, including parking lots. However, the proposed ordinance does not apply to smoking on private property if a park perimeter encroaches on it or on paved public sidewalks bordering the park or any public street and sidewalk within the City. The Diamond Bar Center is excluded from this proposed ordinance due to its use for private rentals, where smoking will still be allowed during reservations, subject to existing California state law that prohibits smoking inside public buildings, and extends to outdoor areas within 20 feet of a main exit, entrance, and operable window of a public building. Smoking during reservations at other City facilities located within City parks will be prohibited. Furthermore, the proposed ordinance also prohibits the disposal of any tobacco product or instrument, such as cigarettes, cigars, matches, electronic smoking devices, or matches in areas where smoking is prohibited. It should be noted that places where smoking is prohibited under State and Federal law will still apply.

The proposed ordinance establishes an enforcement mechanism and is enforceable by any member of the Los Angeles County Sheriff's Department ("LASD") who is authorized to enforce the provisions of the DBMC. The ordinance is designed to be self-

educating through visible signage and community outreach materials. While the LASD is authorized to enforce any violation of the ordinance, much enforcement is likely to be reactive. Still, the LASD will maintain awareness of the City's smoking regulations, warn and educate the public about the City's smoking ban in City parks, and enforce the ordinance as needed. Violation of the ordinance will be deemed an infraction and punishable by Chapter 1.04 of the DBMC. Infractions are subject to the following penalties:

- $100.00 fine for the first violation
- $200.00 fine for the second violation within a 12-month period
- $500.00 fine for a third or more violations within a 12-month period

Penalties are not expected to be common. Therefore, it is recommended that the City Council approve the introduction of the Ordinance (Smoking Prohibited in City Parks), to be read by title only and waive further reading of the ordinance.

ENVIRONMENTAL REVIEW:

The City has determined that the proposed Ordinance is not subject to the California Environmental Quality Act ("CEQA") in that it is an ordinance of general policy and procedure. It does not constitute a project within the meaning of CEQA and has no potential to result in either a direct or a reasonably foreseeable indirect physical change in the environment. Therefore, the Ordinance is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), as the Ordinance is covered by the general rule that CEQA only applies to projects, and only to those projects which have the potential for causing a significant effect on the environment.

LEGAL REVIEW:

The City Attorney has reviewed and approved the Ordinance as to form.

PREPARED BY:

Alex Batres
Alex Batres, Management Analyst 7/16/2024

REVIEWED BY:

Ryan Wright
Ryan Wright, Parks and Recreation Director 6/28/2024

Ryan McLean
Ryan McLean, Assistant City Manager 6/28/2024

Attachments:

1. 7.1.a Ordinance No. 04 (2024) - Smoking Prohibited in City Parks

Agenda #: 5.7
Meeting Date: August 6, 2024

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

TITLE: **AUTHORIZATION TO FILE APPLICATIONS FOR MEASURE A FUNDING.**

STRATEGIC GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

Adopt Resolution No. 2024-35, approving the blanket authority to file applications for Measure A grant funds from the Los Angeles County Regional Park and Open Space District, and appointing the City Manager, or designee, to execute and submit all documents necessary to accept, administer, and expend funding.

FINANCIAL IMPACT:

None.

BACKGROUND:

In November 2016, Los Angeles County voters approved the Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure ("Measure A"). Measure A was designed to replace voter-approved Propositions A of 1992 and 1996, which expired in 2019, and continue to provide funding for local parks, beaches, open space, and water resources. The Measure levies an annual parcel tax of 1.5 cents per square foot of improved property and generates approximately $94 million annually throughout Los Angeles County.

The Los Angeles County Regional Park and Open Space District ("RPOSD") administers Measure A funds, and annual allocations are distributed to cities and unincorporated areas of Los Angeles County using set formulas. The City's formula-based Measure A Annual Allocation Funding is approximately $208,000 per year. Currently, there is an accrued allocation balance of approximately $857,100 as of July 2024. These funds can be utilized for planning, designing, acquiring, and developing parks, open spaces, and recreational use projects. Additionally, the RPOSD offers

Maintenance and Servicing Funding and Competitive Grant Program Funding for which the City may be eligible in the future.

DISCUSSION:

The RPOSD has established policies and procedures governing grant funds under Measure A. Accessing the City's Measure A Annual Allocation Funding requires submitting a qualified project through the RPOSD application process. In January 2024, the RPOSD updated its Grants Administration Manual, introducing a streamlined format for agencies to access and expend their Measure A Annual Allocation Funding. This entails replacing individual project grant agreements with a process that allows the City to submit project work plans through RPOSD's Grant Management System for review and approval.

With the recent change in the administrative process for Measure A funding, the RPOSD requires the City to submit proof of authority from the City Council to apply for, accept, and administer Measure A grant funds. Therefore, it is recommended that the City Council adopts the attached Resolution (Attachment 1) to grant blanket authority to file applications for Measure A grant funds from the RPOSD for projects and programs within the City.

The attached Resolution (Attachment 1) would eliminate the need to bring forth a separate grant agreement for approval by the City Council for each individual project funded by Measure A. It also appoints the City Manager, or designee, to conduct all negotiations and to execute and submit all necessary documents for the completion of projects or programs, including the execution of the Measure A Annual Allocation Grant Agreement (Attachment 2) to enable the City to commence submitting project work plans.

Adopting the Resolution would enable staff to continue to seek Measure A Annual Allocation Funding to supplement funding for current and future projects within the City's Capital Improvement Program. Staff will also continue to seek other funding opportunities as they become available from RPOSD. Additionally, it should be noted that staff will bring forth projects in the future, typically through the annual budget process, to be funded by Measure A for the City Council's consideration and approval.

LEGAL REVIEW:

The City Attorney has reviewed and approved the Resolution and Agreement as to form.

PREPARED BY:

Alex Batres, Management Analyst 8/6/2024

REVIEWED BY:

Ryan Wright, Parks and Recreation Director 7/29/2024

Ryan McLean, Assistant City Manager 7/29/2024

Attachments:

1. 5.7.a Resolution No. 2024-35 Measure A Funding
2. 5.7.b Measure A Annual Allocation Grant Agreement

RESOLUTION NO. 2024-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS.

WHEREAS, the voters of the County of Los Angeles on November 8, 2016, approved the Safe, Clean Neighborhood Parks, Open Space Beaches, Rivers Protection, and Water Conservation Measure (Measure A); and

WHEREAS, Measure A also designated the Los Angeles County Regional Park and Open Space District (the District) to administer said funds; and

WHEREAS, the District has set forth the necessary policies and procedures governing the application for grant funds under Measure A; and

WHEREAS, the District's policies and procedures require the governing body of the City of Diamond Bar to approve of the filing of an application before submission of said application to the District; and

WHEREAS, said application contains assurances that the City of Diamond Bar must comply with; and

WHEREAS, the City of Diamond Bar will enter into Agreement(s) with the District to provide funds for acquisition projects, development projects, and/or programs.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Diamond Bar as follows:

Section 1. The City Council hereby:

1. Approves the blanket authority to file applications with the Los Angeles County Regional Park and Open Space District for Measure A Funds for projects or programs; and

2. Certifies that the City of Diamond Bar understands the assurances and will comply with the assurances in the application form; and

3. Appoints the City Manager, or designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of projects or programs.

Section 2. The City Clerk shall attest and certify to the passage and adoption of this Resolution and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

PASSED, APPROVED AND ADOPTED this 6th day of August 2024.

CITY OF DIAMOND BAR

_____
Stan Liu, Mayor

ATTEST:

I, Kristina Santana, City Clerk of the City of Diamond Bar, do hereby certify that the foregoing Resolution was passed, approved and adopted at a regular meeting of the City Council of the City of Diamond Bar held on the 6th day of August 2024, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

_____
Kristina Santana, City Clerk

Measure A Annual Allocation Grant Agreement

PARTIES TO AGREEMENT

RPOSD:

Los Angeles County
Regional Park and Open Space District
1000 South Fremont Avenue, Unit #40
Building A-9 East, Ground Floor
Alhambra, CA 91803

GRANTEE:

City of Diamond Bar
21810 Copley Drive
Diamond Bar CA 91765

This Annual Allocation Grant Agreement ("Agreement") is made and entered into by and between the City of Diamond Bar ("Grantee") and the Los Angeles County Regional Park and Open Space District ("RPOSD"). Grantee agrees to complete Annual Allocation projects as described in any Notice to Proceed ("NTP"), a subordinate agreement executed wholly within and subject to the provisions of this Agreement, approved by RPOSD, acting through the Director of the County of Los Angeles Department of Parks and Recreation, and pursuant to Measure A.

RECITALS

WHEREAS, RPOSD, acting through the Director of the County of Los Angeles Department of Parks and Recreation and Measure A, is authorized by the County of Los Angeles Board of Supervisors, acting in its capacity as the governing body of the RPOSD, to implement Measure A and administer Measure A grants;

WHEREAS, Grantee is a public entity eligible for Annual Allocation awards; and

WHEREAS, this Agreement is authorized by Measure A;

THEREFORE, in consideration of the mutual covenants, promises, and representations herein, RPOSD and Grantee agree as follows:

Definitions

Annual Allocations: Annual grant funds allocated pursuant to Section 5, subdivision (b) of Measure A.

Board of RPOSD: The County of Los Angeles Board of Supervisors acting in its capacity as the governing body of the RPOSD.

Good Standing: Good Standing is when an agency or organization is in compliance with all requirements stated in the guidelines, policies, and procedures of RPOSD for both Proposition A and Measure A. Good Standing is required of Grantees in order for payment requests to be processed and to receive or apply for any grant funds from RPOSD.

Grants Administration Manual (GAM): The document that details the policies and procedures for administering grants awarded by RPOSD. From time to time, it shall be amended or changed by RPOSD as described in this agreement.

Grants Management System (GMS): The online Grants Management System used by RPOSD to track Measure A grant-funded projects.

Measure A: The Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure to levy a special tax and issuing bonds approved by voters on November 8, 2016.

Notice to Proceed (NTP): A subordinate agreement executed wholly within and subject to the provisions of this Agreement, for the performance of deliverables as described in the Notice to Proceed (Attachment A). Upon issuance by RPOSD, the NTP confirms approval of an identified project and a specified grant amount and authorizes Grantee to commence performance of said project. The NTP shall include the specifics of the approved project, such as the scope of work, funding award, and performance period for the project.

NTP Performance Period: The timeframe within which Grantee is to complete a project as detailed in each Work Plan. Project costs must be incurred within the NTP Performance Period for each project to be eligible for reimbursement.

Project: Acquisition, development, planning and design/or innovation projects utilizing Annual Allocation funding, and as set forth in an executed NTP.

Scope of Work: Grantee's written description of tasks and deliverables for a project, as set forth in the Work Plan.

Work Plan: A plan that details the proposed elements of a project: scope of work, deliverables, timeline, budget, land tenure, perpetuity plan, community engagement plan, funding acknowledgement, and attachments (as needed).

TERMS AND CONDITIONS

Article 1: Conditions

A. This Agreement applies to all grant funds allocated to Grantee for projects which Grantee has applied for, and which have been approved by RPOSD, as evidenced by the issuance of an NTP.

B. The Work Plan and its required attachments, and any subsequent changes or additions approved by RPOSD, are hereby incorporated in this Agreement as though set forth in full.

C. The GAM, and any subsequent changes or additions thereto, and the Measure A Resolution are also hereby incorporated in this Agreement as though set forth in full.

D. As per the approved NTP(s), RPOSD grants the Grantee a sum of money not to exceed the budget amount, in consideration and on the condition that the sum be solely expended for the purposes set forth in the NTP Scope of Work for the approved Work Plan and under the terms and conditions set forth in this Agreement.

E. Grantee acknowledges that it may be required to furnish any additional funds necessary to complete the project approved in the NTP.

F. Any non-recreational use of the project area must be preapproved in writing by RPOSD, and if approved, Grantee agrees that any gross income earned from such non-recreational uses of the project shall be used for recreation development, additional acquisition, operation or maintenance at the project site, unless RPOSD approves otherwise in writing.

G. Grantee agrees that any gross income that accrues to a grant-assisted development project authorized by the NTP during and/or as part of the construction, from sources other than the intended recreational uses, also shall be used for further development of that particular project described in the NTP, unless RPOSD approves otherwise in writing.

Article 2: Term of Agreement

This Agreement is effective upon the date it is fully executed by the Grantee and Director of RPOSD or their designees (“Effective Date”) and will remain in effect in perpetuity unless terminated by RPOSD upon written notice.

Article 3: Counterparts and Electronic Signatures

A. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same

Agreement. The email or electronic signature of the parties shall be deemed to constitute original signatures, and electronic copies hereof shall be deemed to constitute duplicate originals.

B. RPOSD and Grantee hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and received via communications facilities (email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Agreement.

Article 4: Grant Funds

Grantee will not be entitled to any payment by RPOSD under this Agreement except pursuant to an authorized NTP for each project. Grant funds will be disbursed and used solely by the Grantee in accordance with the Work Plan defined in the NTP for each project, subject to the provisions of this Agreement. Grantee may not combine or carryover funds remaining in one project to another. Grantee understands that grant funds are not a gift and agrees that RPOSD is granting funds for Grantee to complete the work authorized in each NTP.

Article 5: Expenditure of Grant Funds and Allocation of Funds Between Budget Items

Grantee shall expend grant funds consistent with the approved NTP, which incorporates by reference the Work Plan. Any revisions to the budget that attempts to shift funds from approved budget items into a different category must be identified in a revised Work Plan within the GMS and approved in advance by RPOSD. RPOSD may withhold payment for items which exceed the amount allocated in the Work Plan which have not received the approval required herein. Any RPOSD approved increase in the funding for any budgeted item may result in a corresponding decrease in the funding for one or more other budgeted items.

Article 6: Project Costs and Reimbursements

RPOSD shall reimburse to Grantee, in accordance with the authorized NTP's budget, a total amount not to exceed the amount of the NTP, as follows:

A. RPOSD shall reimburse funds for eligible costs incurred to date, up to 90% of the grant amount specified in the NTP, upon the Grantee's satisfactory progress and upon submission of an electronic claim form(s), which shall be submitted no more frequently than every 45 days. RPOSD shall disburse the final 10% upon the Grantee's satisfactory completion of the project, submission of required documentation, and approval by RPOSD. Project costs must be incurred within the NTP Performance Period to be eligible for reimbursement.

B. Grantee shall request reimbursements by submitting a claim to RPOSD through the GMS and complete all forms and requirements of the claim process. RPOSD will only reimburse for actual costs incurred and verified. The form shall also indicate cumulative expenditures to date and expenditures during the reporting period.

C. Claim for reimbursement must be signed by Grantee's authorized representative. Each claim form shall be accompanied by:

    1. All receipts and any other source documents for direct expenditures and costs that Grantee seeks reimbursement for.

    2. Invoices from vendor(s) that Grantee engaged to complete any portion of the work funded under this Agreement and proof of payment (credit card statement, cleared checks) and any other source documents for costs incurred and expenditures by any such vendor(s), unless RPOSD makes a specific exemption in writing.

D. RPOSD, in its sole discretion, may deny reimbursement requests that do not comply with reimbursement requirements or lack sufficient documentation.

Article 7: Indirect Overhead Costs

Grantee may request reimbursement of its indirect overhead costs in accordance with the GAM.

Article 8: Project Completion

Grantee shall complete the project by the Performance Period identified in the approved NTP. Upon completion of a project, Grantee shall provide RPOSD with evidence of completion by submitting:

1. All deliverables specified in the Work Plan, each in a format(s) approved by RPOSD (for example, paper, digital, photographic);

2. Electronic submission of the final claim;

3. All required documentation as required by RPOSD.

Article 9: Deed Restriction

Grantee shall cause to be recorded on the title of any real property acquired and/or developed with funds from the Measure, a deed restriction requiring compliance with the Measure A resolution, in perpetuity consistent with the applicable provisions in the GAM.

Article 10: Funding Acknowledgement

Grantee is required to acknowledge RPOSD's financial assistance for each project that has been awarded funding consistent with the conditions set forth in the GAM, which may include, without limitation: (1) printed and promotional materials, (2) social media, and (3) project signage.

Article 11: Severability

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of the Agreement and shall not cause the remainder to be invalid or unenforceable.

Article 12: Change of Use/Disposal

Grantee agrees to use the property only for the purposes of Measure A and to make no other use, sale, or disposition of the property, except as described in Paragraph (A).

(A) If the use of the property acquired through grants pursuant to Measure A is changed to one other than a use permitted under the category from which the funds were provided, or the property is sold or otherwise disposed of, an amount equal to the (1) amount of the grant, (2) the fair market value of the real property, or (3) the proceeds from the portion of such property acquired, developed, improved, rehabilitated or restored with the grant, whichever is greater, shall be used by the recipient for a purpose authorized in that category or shall be reimbursed to the Parks Fund and shall be available for a use authorized in that category.

If the property sold or otherwise disposed of is less than the entire interest in the property originally acquired, developed, improved, rehabilitated or restored with the grant, an amount equal to the proceeds or the fair market value of the property interest sold or otherwise disposed of, whichever is greater, shall be used by the Grantee for a purpose authorized in that category or shall be reimbursed to the Parks Fund and be available for a use authorized in that category. Nothing in this Section shall limit a Public Agency from transferring property acquired pursuant to this order to the National Park Service or the State Park System, with or without consideration.

In either instance, Grantee must provide documentation to RPOSD detailing the benefits that the disposal or partial disposal of property will provide to the residents of Los Angeles County, consistent with Measure A.

Article 13: Community Outreach and Engagement

Grantee must conduct community outreach and engagement that meet the minimum requirements, as defined in the GAM, with the intent to ensure that communities throughout Los Angeles County are aware of and can help determine spending priorities for their projects, and to facilitate a transparent process by which agencies report use of Measure A funds.

Article 14: Indemnification and Hold Harmless

Grantee shall indemnify, defend and hold RPOSD, its officers, and employees harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Contract or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, or activity by the Grantee; and from all costs and expenses, including attorney's fees, in any action or liability arising under this Contract or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, or activity by the Grantee. RPOSD shall have no liability for any debts, liabilities, deficits, or cost overruns of the Grantee. Grantee and RPOSD agree that the liability of the RPOSD hereunder shall be limited to the payment of the grant monies pursuant to the terms and conditions of this Agreement and the GAM. Any contracts entered into, or other obligations or liabilities incurred by, Grantee in connection with the Project or otherwise relating to this Agreement shall be the sole responsibility of Grantee, and RPOSD shall have no obligation or liability whatsoever thereunder or with respect thereto.

Article 15: Performance and Development

A. Grantee agrees to promptly submit any reports or documentation that RPOSD may request.

B. If the project described in the approved NTP includes development, Grantee shall ensure that projects adhere to environmental and sustainability efforts consistent with the Safe, Clean Neighborhood Parks, Healthy Communities and Urban Greening Program; Natural Lands, Open Spaces and Local Beaches, Water Conservation and Watershed Protection Program; Regional Recreation Facilities, Multi-Use Trails and Accessibility Program. Examples including but are not limited to: sustainability, cost-saving energy efficiency, weatherization, stormwater capture, water efficiency, including irrigation efficiency, use of reclaimed water or stormwater, and use of climate and site appropriate native California tree and plant materials.

C. If the project described in the approved NTP includes acquisition of real property, Grantee agrees to furnish RPOSD with evidence of title, such as preliminary title reports. RPOSD, at its sole discretion, shall determine whether the evidence is acceptable under this Agreement. Grantee agrees in negotiated purchases to correct, prior to or at the close of escrow, any defects of title that in the opinion of RPOSD might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.

Article 16: Amendments

As provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of the Agreement will be effective unless provided in writing signed by all parties. It is the responsibility of Grantee to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Article 17: Compliance with Laws

Grantee shall at all times comply with all applicable federal, state and local laws, statutes, rules, regulations, ordinances, directives, guidelines, and policies and procedures.

Article 18: Governing Law, Jurisdiction, and Venue

This Agreement will be governed by, and construed in accordance with, the laws of the State of California. Grantee agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles**.**

Article 19: Notices

All notices permitted or required to be given under this Agreement shall be in writing by mail with an email copy to info@rposd.lacounty.gov.

Article 20: Audits, Accounting, Records

A. Grantee agrees to maintain accurate and complete financial records of its activities and operations relating to this Agreement and for each executed NTP in accordance with generally accepted accounting principles.

B. Grantee also agrees to retain such financial accounts, documents and records for a minimum of five (5) years following completion of each project.

C. Grantee and RPOSD agree that during regular office hours, RPOSD or its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee agrees to maintain, and make available for RPOSD inspection, accurate records of all its costs, reimbursements and receipts with respect to its activities under this Agreement.

   At any time during the NTP Performance Period or at any time within five years after the termination of an executed NTP, authorized representatives of RPOSD may conduct an audit of Grantee for the purpose of verifying appropriateness and validity of expenditures that Grantee has submitted to RPOSD for reimbursement under the terms of this Agreement.

D. Grantee, within thirty (30) days of notification that an audit has resulted in the exception of expenditures, may dispute the audit findings in writing to RPOSD and provide RPOSD with records and/or documentation to support the expenditure claims. RPOSD shall review this documentation and make a final determination as to the validity of the expenditures.

E. If Grantee has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, Measure A or the GAM, Grantee shall pay RPOSD an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.

Article 21: Computer Software

Grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this Agreement, RPOSD funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

Article 22: Nondiscrimination

Grantee shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of any property or facility acquired or developed pursuant to this Agreement.

Article 23: Independent Capacity

This Agreement is by and between RPOSD and Grantee and is not intended to create the relationship of agent, servant, employee, partnership, joint venture, or association, as

between RPOSD and Grantee. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

Article 24: Assignment

Grantee shall not assign, exchange, transfer, or delegate its rights or duties under this Agreement, whether in whole or in part, without the prior written consent of RPOSD, in its discretion.

Article 25: Good Standing

Good Standing is required of Grantees to receive any grant funds and processing of claims from RPOSD.

Article 26: Timeliness

Time is of the essence in this Agreement.

Article 27: Publicity of Project Information

Grantee shall give RPOSD the right and opportunity to use information gained from a project described in the approved NTP.

A. Grantee agrees to utilize best efforts to provide a minimum of 30 days' notice of the project grand openings, inauguration, dedications, significance, and completion to RPOSD staff and to the County Supervisor's Office in which the project described in a work plan is located, as well as to other appropriate public officials.

B. Grantee shall provide quality digital photographs of the pre-construction site and completed project described in the work plan to RPOSD. If unable to provide digital photographs (collectively, "Photographs") then Grantee shall provide quality printed Photographs of the completed project described in the work plan.

Article 28: Authorization Warranty

Grantee represents and warrants that the person executing this Agreement on behalf of Grantee is an authorized agent who has actual authority to bind Grantee to each and every term, and condition, and obligation of this Agreement and that all requirements of the Grantee have been fulfilled to provide such actual authority.

Article 29: Conflict of Interest

A. No RPOSD employee whose position with RPOSD enables such employee to influence the award of this Agreement or any subsequent NTP, and no spouse or economic dependent of such employee, shall be employed in any capacity by Grantee or have any other direct or indirect financial interest in this Agreement. No officer or employee of Grantee who may financially benefit from the performance of work hereunder shall in any way participate in RPOSD's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence RPOSD's approval or ongoing evaluation of such work.

B. Grantee shall comply with all conflict of interest laws, ordinances, and regulations now in effect, or hereafter to be enacted, during the term of this Agreement. Grantee warrants that it is not now aware of any facts that create a conflict of interest. If Grantee hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to RPOSD. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Article 30 shall be a material breach of this Agreement.

Article 30: Validity

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

Article 31: Waiver

No waiver by RPOSD of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of RPOSD to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Article 32: Long Term Obligations

A. With the written consent of RPOSD, Grantee may transfer property acquired with funds granted under this Agreement to another public agency; to a nonprofit organization authorized to acquire real property for park, wildlife, recreation, community, open space, or gang prevention and intervention purposes; or to the California Department of Parks and Recreation, National Park Service, or the US Forest Service, at de minimis cost, provided that approval by RPOSD is obtained prior to the

change and any such successor to the recipient assumes the obligations imposed under the Measure and to accept assignment of this Agreement. Under these conditions, Grantee shall not be required to reimburse RPOSD. Any such transfer must require the nonprofit or public entity acquiring the property to enter into a written contract with RPOSD and agree to comply with the terms of Measure A and this Agreement.

B. Grantee agrees to provide for reasonable public access to lands acquired in fee with grant monies, including the provision of parking and public restrooms, except when that access may interfere with resource protection.

C. All facilities shall be open to members of the public generally, as noted in the GAM. Grantee agrees that property and facilities acquired or developed with Measure A funds as per this Agreement shall be available for inspection upon RPOSD's request, in perpetuity.

D. Grantee agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of Measure A and this Agreement.

E. Grantee agrees to take all reasonable measures to actively oppose, at its sole expense, any proposal or attempt to act upon, exercise, or assert claims as to reserved rights to the grant funded property that are contrary to the purposes of Measure A, GAM and/ or this Agreement, including but not limited to oil, gas, and other hydrocarbon substances; minerals; water; and/or riparian resources. The above notwithstanding, Grantee has no obligation hereunder to initiate litigation challenging any project or proposal based on a reserved right lawfully recorded against the grant funded property in real property records maintained by the Los Angeles County Recorder's Office.

Article 33: Breach

A. Grantee agrees that compliance with the terms of this Agreement will have significant benefits to Los Angeles County and its constituents. Because such benefits exceed the amount of funds furnished under these provisions, Grantee agrees that any breach would result in incalculable loss, and therefore, any payment by the Grantee to RPOSD of an amount equal to the amount of the funds would be inadequate compensation. In the event that Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, RPOSD may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:

1. Prior to reimbursement of funds:

    a. Withdrawal of an approved NTP;

2. After payment (partial or full) of a specific project approved through an NTP:

    a. Seek specific performance of Grantee's obligations under this Agreement;

b. Receive reimbursement of grant funds awarded under the NTP.

B. If RPOSD brings an action to enforce the terms of this Agreement, Grantee shall be responsible to pay RPOSD's attorney's fees and costs, including expert witness costs, if RPOSD prevails in said action.

C. The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity. In the event RPOSD must pursue any remedy hereunder and is the substantially prevailing party, RPOSD shall be awarded its costs and reasonable legal fees, including costs of collection.

Article 34: NTP Termination

RPOSD may withdraw, in whole or in part, an NTP and/or terminate this Agreement, and/or seek a refund of payments already made if RPOSD determines in its discretion that:

1. Facts have arisen, or situations have occurred, that fundamentally alter the expectations of the parties or make the purposes for an NTP or grant funds approved as contemplated infeasible or impractical;

2. Any material modifications in the scope or nature of a project have occurred from that which was presented in the NTP and such material modifications have not received the prior written approval of RPOSD;

3. Any statement or representation made by Grantee in the NTP, the grant status update report, and back up documents, or is otherwise untrue, inaccurate or incomplete in any material respect;

4. The results of RPOSD's review of the grant status update report are not acceptable to RPOSD;

5. The project described in the NTP will not or cannot be completed by the NTP Performance Period or any extensions granted thereto or delays in the implementation of the project have occurred which, in RPOSD's judgment, make the project impracticable;

6. Title to or encumbrances against the property are or become such that the Grantee is unable to complete the project described in the NTP and/or the property becomes unavailable for public use.

Article 35: Regulatory Requirements

A. Grantee will not enter into any contract, agreement, lease or similar arrangement, or agree to any amendment or modification to an existing contract, agreement, lease or

similar arrangement, that in RPOSD's opinion, violates federal regulations restricting the use of funds from tax-exempt bonds. Any proposed operating contracts, leases, concession contracts, management contracts or similar arrangements with non-governmental entities that restrict the public use of the project site for (30) thirty consecutive days or more, must be reviewed by RPOSD prior to awarding as they relate to the project or project site in perpetuity. Any such contracts in existence must be disclosed prior to construction.

B. Grantee (or its representative) shall comply as lead agency with the California Environmental Quality Act (CEQA), Public Resources Code, Section 21000, et. seq. CEQA documents must be recorded with and stamped by the Los Angeles County Registrar Recorder.

   Grantee shall add RPOSD to the notification list for CEQA requirements as stated in the GAM.

C. Grantee and RPOSD will conform to the requirements of Government Code Section 7920.000, et seq. in making all documents relating to this Agreement, the grant obtained and all other related matters available for public review during regular business hours. If an NTP involves acquisition of property, however, both RPOSD and Grantee may withhold from public review any and all documents exempted under Section 7928.705, prior to completion of said acquisition.

D. If RPOSD is required to defend an action on a Public Records Act request for any of the contents of a Grantee's submission under the terms and conditions of the Agreement, Grantee agrees to defend and indemnify RPOSD from all costs and expenses, including attorneys' fees, in any action or liability arising under, or related to, the Public Records Act.

E. In order to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes or other evidences of indebtedness issued for the purpose of providing the grant monies made available in this Agreement, Grantee covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended. In furtherance of the foregoing covenant, Grantee hereby agrees that it will not, without the prior written consent of RPOSD, (a) permit the use of any portion of the project(s) by any private person or entity, other than on such terms as may apply to the public generally; or (b) enter into any contract for the management or operation of the project or any portion thereof, except with a governmental agency or a nonprofit corporation that is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.

F. Grantee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Grantee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the

part of Grantee or any County lobbyist or County lobbying firm to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which RPOSD may terminate or suspend this Agreement.

IN WITNESS WHEREOF, Grantee and RPOSD have caused this Agreement to be executed by their duly authorized representatives as of the latter day, month and year written below.

GRANTEE:

By: _____
Signature of Authorized Representative

Name: _____

Title: _____

Date: _____

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT:

By: _____
Director / Administrator

Date: _____

Agreement No. A23

ATTACHMENT A

Date

Grantee Information

NOTICE TO PROCEED
REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)
AGREEMENT NO. (ENTER NUMBER)
NTP NO. (ENTER NUMBER)
STUDY AREA NO. (ENTER NUMBER)
(ENTER NAME OF ANNUAL ALLOCATIONS PROJECT)

This Notice to Proceed ("NTP"), a subordinate agreement executed wholly within and subject to the provisions of Agreement No. _____(Enter Number), dated (Enter Date) ("Agreement"), confirms approval of your Annual Allocations Project, as described in your Work Plan dated (Enter Date), for the project described as (Enter Project) ("Project").

1. Scope of Work

2. NTP Performance Period

   This Project shall be completed by the NTP Performance Period (Enter Date).

3. Grant Amount

   The total maximum amount RPOSD will reimburse Grantee for this Project is (Enter Amount), including related reimbursable expenses as specified. Any items where cost estimates exceed the approved budget, require prior written authorization from RPOSD.

4. Reimbursement

   a. Grantee must complete all required deliverables identified in the attached Work Plan.
   b. The total reimbursement from RPOSD for all deliverables may not exceed Grant Amount, identified in the Grant Amount.
   c. Ensure NTP NO. (Enter Number) appears on invoices submitted to RPOSD for purposes of reimbursement.

SAMPLE

ATTACHMENT A

All terms of the Agreement which authorize this NTP, will remain in full force and effect. The terms of the Agreement will govern and take precedence over any conflicting terms or conditions in this NTP. This NTP must be in compliance with the terms and conditions of the Agreement to be valid or binding.

At Grantee's written request, this NTP may be amended subject to RPOSD's sole discretion and prior approval. Amendments are to be limited to modifications of the Performance Period, Scope of Work, or Grant Amount.

APPROVED BY:

_____
RPOSD Representative

Date: _____

SAMPLE

Agenda #: 5.8
Meeting Date: August 6, 2024

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

TITLE: **PUBLIC WORKS AGREEMENT WITH SITEREP CONSTRUCTION SERVICES, INC. FOR THE MAPLE HILL PARK PLAYGROUND/RESTROOM REPLACEMENT AND ADA UPGRADES PROJECT (FP23506)**

STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

A. Determine that the proposed project is exempt from the California Environmental Quality Act pursuant to Section 15302 of the CEQA Guidelines;

B. Deny KASA Construction's protest and waive minor irregularities in Siterep's bid submittals;

C. Appropriate $1,439,800 for the Maple Hill Park Improvement CIP Project No. FP23506 to the FY2024/25 CIP Fund (301);

D. Appropriate $660,000 of revenue from the State Parks Grant for CIP Project No. FP23506 CIP Fund (301);

E. Appropriate $779,800 from the Park & Facility Development Fund (262); and

F. Approve, and authorize the City Manager to sign, the Public Works Agreement with Siterep Construction Services, Inc. in the amount of $1,689,766.33, plus a contingency amount of $300,000 for construction change orders, permit fees and utility services, for a total authorization amount of $1,989,766.33.

FINANCIAL IMPACT:

The FY 2024/25 Capital Improvement Program (CIP) includes $600,000 of City Park & Facility Development Funds for construction of this Project (CIP No. FP23506). In addition, the City has been awarded a reimbursable State Parks Grant in the amount of

$660,000, resulting from a request submitted by State Senator Archuleta. Therefore, an additional appropriation increases of $660,000 for State Parks Grant Funds to the FY 2024/25 CIP budget FP23506 for construction is necessary. Additional funding from the City in the amount of $779,800 from the Park & Facility Development Fund to the FY 2024/25 CIP budget FP23506 is also needed to cover the remainder of the construction cost plus contingency.

Maple Hill Park Improvements Project Const. (CIP No. FP23506)	FY 24/25 Budget	Reimbursable Grant	Expenses
Transfer from Park & Facility Dev. Fund (262)	$600,000		
New Request: Transfer from Park & Facility Dev. Fund (262)	**$779,800**		
New Request**:** State Parks Grant CIP Fund (301)	**$660,000**	$660,000	
Construction Contract Amount			$1,689,766.33
Project Contingency Construction/Utilities			$300,000
Construction Observation Services*			$50,000
Total CIP No. FP23506 Const.	**$2,039,800**		$2,039,766.33
Balance			$33.67

The City's contribution to this Project is eligible for reimbursement up to the maximum grant award amount of $660,000. Reimbursement requests will be made based on progress throughout the course of the project construction consistent with the approved grant agreement. Upon full reimbursement by the State, the net increase to the City's contribution would be approximately $779,800, less any unspent contingencies.

*To be provided by City's on-call consultant/CM firm.

BACKGROUND:

On May 2, 2023, the City Council approved a Consulting Services Agreement with PBLA Engineering, Inc. (PBLA) to design the Maple Hill Park Playground/Restroom and ADA Upgrades Project (Project). This Project is a significant upgrade to the current amenities at the park. With the existing restroom dating back to original County construction and the playground in need of replacement, the Project includes the construction of a new playground structure and equipment, prefabricated restroom building, and related Americans with Disability Act (ADA) improvements throughout the playground, restroom, and pathways adjacent to the parking lot to ensure compliance with the current code requirements.

ANALYSIS:

On May 7, 2024, the City Council approved plans and specifications for this Project. On June 6, 2024, the Public Works Department issued a Request for Bids (RFB) for construction of this Project through the City's online bidding platform (PlanetBids). Per the approved specifications, a mandatory pre-bid meeting was held on-site at Maple Hill

Park on June 20, 2024; all prospective bidders that participated in this meeting were invited to bid on this Project. On July 11, 2024, thirteen (13) bid submittals were received as follows:

#	CONTRACTOR	BID AMOUNT
1	**Siterep Construction Services, Inc.**	**$ 1,689,766.33**
2	KASA Construction, Inc.	$ 1,749,445.50
3	R2BUILD	$ 1,796,142.21
4	Doja Inc.	$ 1,899,458.00
5	Armstrong Cal Builders Inc.	$ 1,923,737.00
6	Elegant Construction Inc.	$ 1,998,131.50
7	Los Angeles Engineering, Inc..	$ 2,033,033.00
8	Aguilar & Calderon Corporation	$ 2,037,716.00
9	RMS Construction	$ 2,108,227.05
10	The Nazerian Group	$ 2,194,123.00
11	Pub Construction Inc.	$ 2,365,674.67
12	MBC Enterprises Inc.	$ 2,384,540.00
13	Corner Keystone Construction Corp.	$ 2,728,544.00

Staff evaluated all of the bids and determined Siterep Construction Services, Inc. (“Siterep”) to be the lowest responsible bidder.

A protest letter was received from the second low bidder, KASA Construction, Inc. (KASA). KASA’s protest raised various issues with Siterep’s bid, including allegations that Siterep failed to include the required experience statement or show the required experience, failed to properly execute the certification of non-discrimination and affirmative action, failed to include and sign acknowledgment of the addendum, failed to list a building contractor installer and sports court surfacing contractor installer. A copy of KASA’s protest letter is provided in Attachment 2. Staff reviewed the protest and found that all the information required of bidders was provided by Siterep with some minor irregularities, such as a form being submitted without a signature, which irregularities can be waived. Staff’s response to KASA’s protest is provided in Attachment 3.

A short form of the bid submitted by Siterep is provided in Attachment 4. A copy of the full proposal can be obtained from the City Clerk.

Siterep holds a valid State of California contractor’s license and has recently performed similar work in nearby communities with positive recommendations, and aligns with the feedback received during the reference check portion of the evaluation.

In addition, Siterep has performed other jobs for the City, all being completed on time and within budget.

A Tentative Schedule of the Project is set as follows:

Award of Contract	August 6, 2024
Notice to Proceed	August 2024

Construction Start	September 2024
Notice of Completion	150 working days from the Notice to Proceed

The contractor will phase the work to minimize impacts to the Maple Hill Elementary School and adjacent residential properties.

LEGAL REVIEW:

The City Attorney has reviewed and approved the Agreement as to form.

PREPARED BY:

Jason Williams, Maintenance Supervisor 8/6/2024

REVIEWED BY:

Hal Ghafari, Public Works Manager/Asst. City Engineer 7/31/2024

David G. Liu, Public Works Director/City Engineer 7/31/2024

Jason Jacobsen, Finance Director 8/1/2024

Attachments:

1. 5.8.a Agreement with Siterep
2. 5.8.b Bid Protest - KASA
3. 5.8.c Bid Protest Response Letter - KASA
4. 5.8.d Siterep Bid - Short Form

KASA CONSTRUCTION
Building the Foundation for our Future
CA License No. 927544 | Classifications: A, B, C-27, C-10

July 15, 2024

City of Diamond Bar
21810 Copley Dr.
Diamond Bar, CA 91765

Project: Maple Hill Park Improvement Project
Subject: BID PROTEST
Bid Date: July 11, 2024 at 2:00 PM

This letter shall be construed as a Formal Bid Protest against the apparent low bidder Siterep Construction Services, Inc, for the following reasons as explained below.

1. Failure to include the required "Experience Statement" on page 8 of the bid proposal.
2. Failure to comply with section 15, "Qualification of Bidders" 5-year experience requirement.
3. Failure to have the technical ability, qualifications and experience in constructing similar park projects
4. Failure to include a required Notary Acknowledgement for Siterep's Principal on the "Bid Bond" page 33 of the bid proposal.
5. Failure to execute a signature on page 34, "Certification of Non-Discrimination and Affirmative Action"
6. Failure to execute a signature on page 35, "Certification with Regard to the Performance of Previous Contracts or subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports"
7. Failure to include and sign the required Addendum No. 1
8. Failure to list a Building Contractor Installer.
9. Failure to list a Sport Court Surfacing Contractor Installer.
10. Non-responsible Bidder

1. **Failure to include the required "Experience Statement" on page 8 of the bid proposal.**

   As specified, this required form is completely missing from Siterep's proposal. This will deem Siterep No-Responsive.

EXPERIENCE STATEMENT

To be responsive, the bidder must list below a minimum of three public agencies for which bidder has performed similar work within the past five years. Only projects in excess of $500,000 each qualify as similar for this project.

2. **Failure to comply with Section 15, Note 1 "Qualification of Bidders" 5-year Experience Requirement**

15148 Sierra Bonita Lane, Chino, California 91710
Phone: (909) 457-8260 Fax: (909) 457-8261 | www.kasaconstruction.com

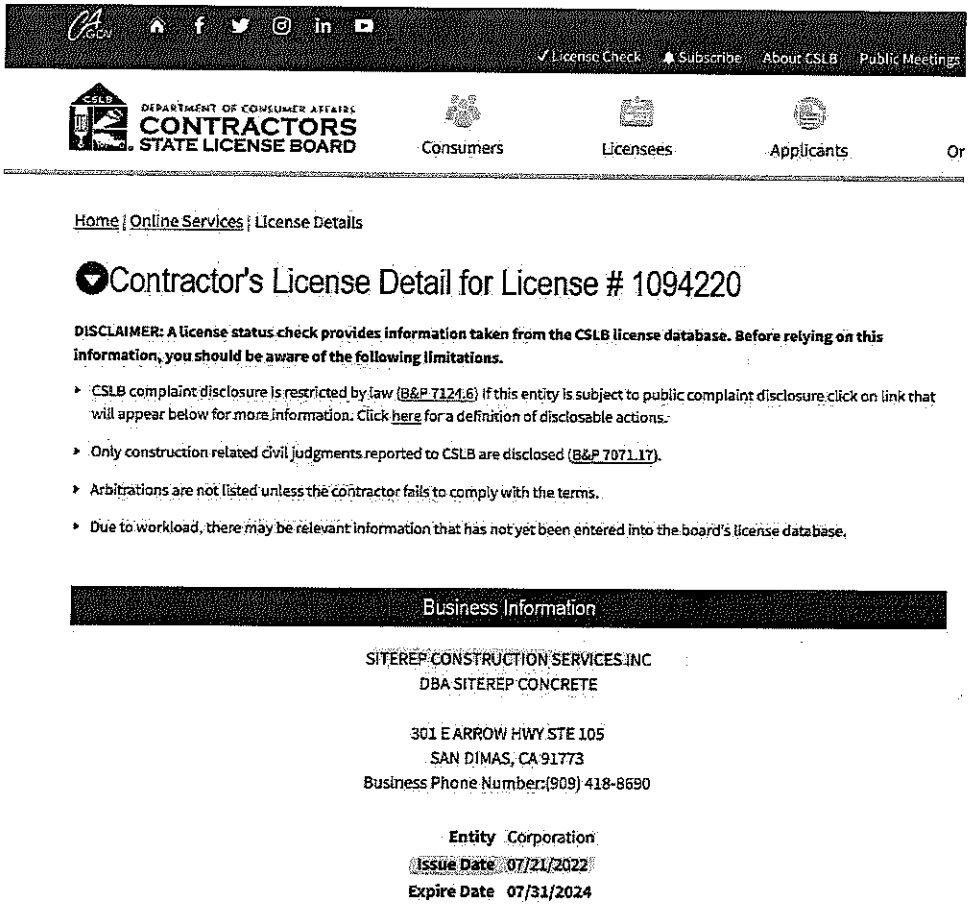
KASA CONSTRUCTION
Building the Foundation for our Future
CA License No. 927544 | Classifications: A, B, C-27, C-10

Each bidder shall possess a valid Contractor's License issued by the Contractor's State License Board at the time his/her bid is submitted. The class of license shall be applicable to the work specified in the contract. Each bidder shall also have no less than five (5) years of experience in the magnitude and character of the work bid.

Bidder Qualifications called for to be submitted at time of bid include, but are not necessarily limited to:

1. The Contractor shall have been in business under the same name and California Contractors License for a minimum of five (5) continuous years prior to the bid opening date for this Project. The license used to satisfy this requirement shall be of same type required by the contract.

Siterep has only been in business since July 21, 2022, as shown per the CSLB issue date:



✓License Check Subscribe About CSLB Public Meetings

DEPARTMENT OF CONSUMER AFFAIRS
CONTRACTORS STATE LICENSE BOARD

Consumers Licensees Applicants Or

Home | Online Services | License Details

Contractor's License Detail for License # 1094220

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) if this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Business Information

SITEREP CONSTRUCTION SERVICES INC
DBA SITEREP CONCRETE

301 E ARROW HWY STE 105
SAN DIMAS, CA 91773
Business Phone Number:(909) 418-8690

Entity Corporation
Issue Date 07/21/2022
Expire Date 07/31/2024

KASA CONSTRUCTION
Building the Foundation for our Future
CA License No. 927544 | Classifications: A, B, C-27, C-10

3. **Failure to have the technical ability, qualifications and experience in constructing similar park projects.**

   As stated per the above requirements, Siterep lacks the expertise and capabilty to construct this park improvement. Siterep has failed to demonstrate their technical ability as required by the bid documents. This alone will render Siterep Non-Responsive. As shown on the snip below from page 2 of the specifications.

MINIMUM QUALIFICATIONS OF BIDDERS: Prospective bidders should examine the minimum qualifications found in number 15 of the "Information for Bidders" section, pages 4 through 8. Bidders who do not meet the minimum qualifications should not submit a bid, as the bids will be considered nonresponsive.

4. **Failure to include a required Notary Acknowledgement for Siterep's Principal on the "Bid Bond" page 33 of the bid proposal.**

   Siterep failed to Notorize the Principal as required on the Bidder's Bond, invalidating the bond.

Dated: July 11, 2024

"Principal"	"Surety"
Siterep Construction Services Inc.	Contractors Bonding and Insurance Company
	Adriana Valenzuela, Attorney-in-Fact
By: _____ Its President	By: _____ Its
By: _____ Its Vice-President	By: _____ Its

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

5. **Failure to properly execute a signature on page 34, "Certification of Non-Discrimination and Affirmative Action"**

   Siterep failed to follow the City's instructions regarding Contractor signatures. Page 4 in the Specifications states the following, *"SIGNATURE: The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the bidder."*

   Below is a snip of page 34 of their proposal, lacking a required signature.

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3. To take affirmative steps to hire minority employees within the company.

FIRM Siterep Consturction Services Inc.

TITLE OF OFFICER SIGNING President

SIGNATURE _____ DATE 7/10/2024

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

1293492.1 34

6. **Failure to properly execute a signature on page 35, "Certification with Regard to the Performance of Previous Contracts or subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports"**

Siterep failed to follow the City's instructions regarding Contractor signatures. Page 4 in the Specifications states the following, *"SIGNATURE: The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the bidder."*

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CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS

The bidder☑ proposed subcontractor , hereby certifies that he has☑ has not , participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has☑ has not , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Siterep Construction Services Inc.
(COMPANY)

BY: Andre Ortiz

President
(TITLE)

DATE: July 10 2024.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of $10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period of such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

35

1293492.1

7. Failure to Include and Sign the Required Addendum No. 1

Addendum No. 1 was issued on 7/3/24 and required a signed addendum front cover acknowledging the receipt as shown in a snip below. Siterep failed to even include the Addendum in their proposal.

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CITY OF DIAMOND BAR CALIFORNIA

DEPARTMENT OF PUBLIC WORKS

OFFICIAL NOTICE

Maple Hill Park Improvement Project
CIP# FP23506D

ADDENDUM NO. 1

The following changes to the contract documents, specifications, and plans for the above project shall be incorporated into the Request for Bids (RFB).

The Contractor shall sign this page as acknowledgement of receipt of Addendum No. 1 and attach it to the bid.

07/03/2024
David G. Liu, P.E. Date
Director of Public Works/City Engineer

Contractor's Authorized Signature
Diana Kasbar, President

This alone should render Siterep Construction Non-Responsive and their complete proposal be deemed invalid.

8. **Failed to List a Building Contractor Installer.**
9. **Failed to List Sport Court Surfacing Contractor Installer**

Siterep failed to list a building installer and sport court surfacing installer. Both scopes of which require a very specific technical ability and experience. Contract Code Section 4100 Listing of Subcontractors (Listing Law) requires that all bids on public projects list the names and addresses of all subcontractors that will work on the project, as well as the scope of the work each subcontractor will perform. (PCC §4104).

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Once the bid has been accepted by the public entity, it prohibits the substitution of any subcontractor listed in the original bid.

If Siterep Construction attempts to self-perform the work of such caliber, it may result in poor quality of materials and workmanship to the detriment of the public. The City and its residents deserve quality work performed by an experienced Park builder like KASA Construction Inc. and this error and omission should not be considered by the City as a minor irregularity.

The Technical Ability and Experience would be something Siterep Construction would have to prove as it pertains to self-performing these scopes of work.

10. Non – Responsible Bidder

Based on the above findings and the overwhelming supporting information herein, it is without a doubt that Siterep Construction Services is non-responsive on multiple counts. The City reserves the right to reject proposals as non-responsive that do not demonstrate the Contractor's technical abilities, experience, qualifications or familiarity with the scope of work.

KASA Construction respectfully requests that the City of Diamond Bar consider the above findings and make a fair and proper determination to deem the Bid by Siterep Construction Services, **NON-RESPONSIVE** and Award the contract to KASA Construction Inc.

If there is any additional information needed, please do not hesitate to call me on the number below.

Respectfully,

Hector Zavala
Estimator
KASA Construction, Inc.

15148 Sierra Bonita Lane, Chino, California 91710
Phone: (909) 457-8260 Fax: (909) 457-8261 | www.kasaconstruction.com

CITY OF DIAMOND BAR CALIFORNIA

July 19, 2024

Mr. Hector Zavala
KASA Construction Inc.
15148 Sierra Bonita Lane
Chino, CA 91710

RE: City of Diamond Bar Maple Hill Park Improvement Project – Bid Protest

Dear Mr. Zavala:

Thank you for your bid protest letter of July 15, 2024, and raising a number of issues with the bid that was submitted by Siterep Construction Services Inc. (Siterep) for the Maple Hill Park Improvement (project).

We have closely examined the items you have pointed out and determined that they are minor irregularities that do not affect the bid price and can be waived by the City Council.

The City's legal department has also reviewed your letter, objections, and staff's determination and concurred with our findings.

I will respond to the main issues you have raised as follows:

1. Statement of experience and qualifications by Siterep

Siterep has completed similar projects in the last few years and possesses the requisite experience to undertake this project.

2. Notary acknowledgment on the bid bond

The bid bond is valid.

3. Equal Opportunity Clause

The required information is provided, but the signature is missing.

4. Addendum 1

Stan Liu	**Chia Yu Teng**	**Andrew Chou**	**Ruth M. Low**	**Steve Tye**
Mayor	*Mayor Pro Tem*	*Council Member*	*Council Member*	*Council Member*
At-Large	*District 4*	*District 3*	*At-Large*	*District 1*

Siterep had stated in PlanetBid that they had seen Addendum 1, and their bid was inclusive of the stipulations in said addendum.

5. Building Installation

The manufacturer of the bathroom structure will provide its installation. Siterep will construct the foundation and utility stubs.

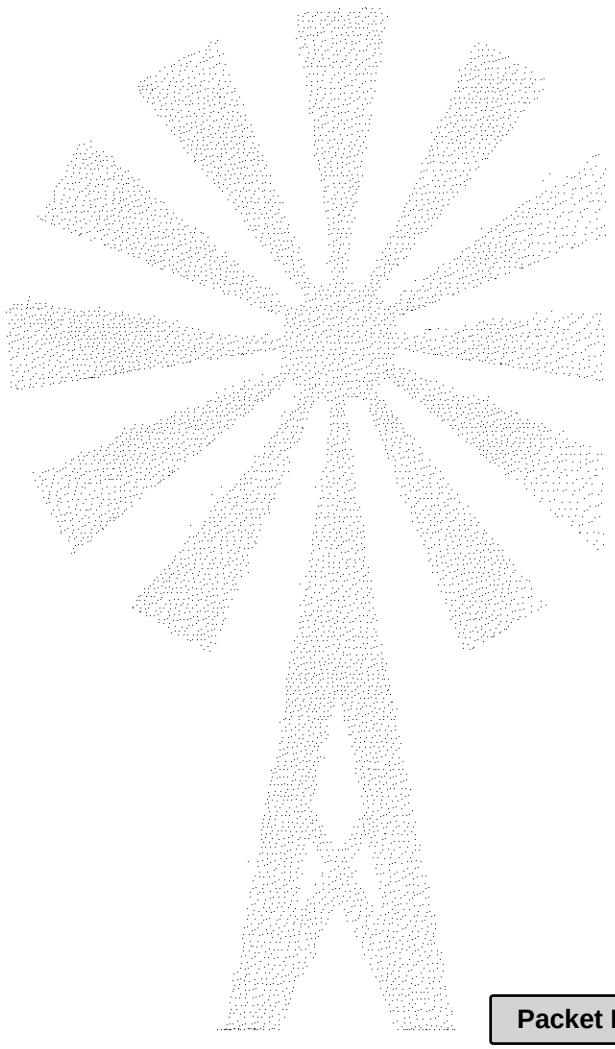
6. Sports Court Surfacing

Siterep has installed sports courts surfacing on past projects in other cities, and will perform the work on this project.

If you have questions or need further information, please feel free to contact me at 909/839-7040.

Sincerely,

David G. Liu, PE
Public Works Director/City Engineer



BID SCHEDULE

CITY OF DIAMOND BAR
CONTRACT DOCUMENTS AND SPECIFICATIONS
MAPLE HILL PARK IMPROVEMENTS PROJECT
CITY PROJECT NO. FP23506

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
1	Mobilization/Overhead & Profit	1	Allow	$150,000.00	$150,000.00
	Demolition				
2	Site & Building Demolition	1	LS	$58,000.00	$58,000.00
	Earthwork				
3	Cut and Fill / Over Excavation	1	Allow	$42,000.00	42,000.00
	Site Work				
4	Concrete Walkway (Broom Finish)	2,312	SF	$14.25	$32,946.00
5	Concrete Walkway (Retarded Finish)	1,537	SF	$11.00	$16,907.00
6	Retaining Wall at Handicap Ramp	102	LF	$261.00	$26,622.00
7	Ramp at Tot-Lot	370	SF	$21.00	$7,770.00
8	ADA Ramp In To Tot-Lot	1	EA	$4,600.00	$4,600.00
9	8" x 18" Play Area Curb	54	LF	$87.00	$4,698.00
10	18" Deep Play Area Mulch	4,072	SF	$7.50	$30,540.00
11	12" Concrete Banding	434	LF	$24.50	$10,633.00
12	18" Concrete Banding at Tot-Lot	42	LF	$55.25	$2,320.50
13	Concrete Handicap Ramp at Handicap Parking Stalls w/ Tact Tile Strip	1	LS	$7,500.00	$7,500.00
14	3' Rock Cobble Banding	607	SF	$33.00	$20,031.00
15	6" Concrete Curb at Ramp	1	LS	$2,300.00	$2,300.00
16	6" Concrete Mow Curb	73	LF	$75.00	$5,475.00
17	Galvanized Steel Guard Rail at Parking Lot	200	LF	$177.50	$35,500.00
18	Galvanized Steel Guard Rail / Handrail at Tot-Lot Ramp	123	LF	$177.50	$21,832.50
19	Galvanized Steel Handrail at Tot-Lot Existing Stairs	2	EA	$2,321.00	$4,642.00
20	Galvanized Steel Handrail at basketball Steps	2	EA	$2,761.00	$5,522.00
21	Galvanized Steel Guard Rail / Handrail at basketball Ramp	1	LS	$9,867.00	$9,867.00
22	Handicap Parking Striping	1	LS	$10,600.00	$10,600.00
23	Ramp at Basketball Court	286	SF	$31.50	$9,009.00
24	Concrete Stairs at Basketball Court	24	LF	$321.50	$7,716.00
25	Resurface Basketball Court	1	LS	$32,112.00	$32,112.00
	Site Amenities				
26	Prefabricated Restroom Building	1	EA	$580,000.00	$580,000.00
27	Drinking Fountain	1	EA	$3,000.00	$3,000.00
28	Concrete Park Bench	6	EA	$6,336.00	$38,016.00
29	Concrete Trash Receptacle	3	EA	$3,088.00	$9,264.00
	Play Equipment				
30	Play Equipment	1	LS	$231,000.00	$231,000.00
	Drainage				
31	6" HDPE Pipe	206	LF	$68.02	$14,012.83
32	6" HDPE Perforated Pipe w/ Sock	42	LF	$78.00	$3,276.00
33	3/4" Drainage Rock at Sump	14	CY	$60.00	$840.00
34	Filter Fabric Under Wood Mulch	4,072	SF	$0.75	$3,054.00
35	6" Round Drain Inlet	2	EA	$1,000.00	$2,000.00
36	18" Square Drain Inlet	2	EA	$1,750.00	$3,500.00
37	18" Concrete "V" Gutter	79	LF	$158.00	$12,482.00
	Utilities				
38	Domestic Water Line	175	LF	$230.50	$40,337.50
39	Irrigation Water line	118	LF	$28.00	$3,304.00
40	Electrical	5	LF	$440.00	$2,200.00
41	Sewer Line	32	LF	$770.00	$24,640.00
42	Sewer Cleanout	3	EA	$220.00	$660.00

43	New Backflow Preventer w/ Cage	2	EA	$5,520.00	$11,04.00
44	Electrical Meter	1	EA	$12,760.00	$12,760.00
45	Electrical Pannel	1	LS	$11,440.00	$11,440.00
46	Walkway Light Pannel	1	LS	$7,370.00	$7,370.00
47	Tennis Court Light Pannel	1	LS	$8,800.00	$8,800.00
48	New Domestic Water Meter	1	LS	$2,230.00	$2,230.00
	Landscape & Irrigation System				
49	Irrigation System	9,150	SF	$5.75	$52,612.50
50	Irrigation Controller - Calescence CS3000	1	EA	$10,994.50	$10,994.50
51	Fine Grading	9,150	SF	$0.55	$5.032.50
52	Soil Amendments	9,150	SF	$0.46	$4,209.00
53	Sod - Marathon II	7,512	SF	$2.50	$18,780.00
54	1 Gallon Shrubs	183	EA	$17.25	$3,156.75
55	5 Gallon Shrubs	97	EA	$40.25	$3,904.25
56	24" Box Trees	7	EA	$724.50	$5,71.50
57	2" Wood Mulch	1,638	SF	$1.00	$,638.00

MANDATORY BID SCHEDULE ITEMS:
TOTAL AMOUNT BID (IN FIGURES)→

$1,689,766.33

TOTAL AMOUNT BID, SCHEDULE (WRITTEN IN WORDS): ONE MILLION, SIX HUNDRED EIGHTY NINE THOUSAND, SEVEN HUNDRED SIXTY SIX DOLLARS AND THIRTY THREE CENTS

Bid Schedule Note: Bid Price indicated refers to all items illustrated on the plans and details, and delineated within the specifications installed and completely in place with all applicable portions of the construction documents and include all costs connected with such items including, but to necessarily limited to, materials, transportation, taxes, insurance, labor, overhead, and profit, for General Contractor and Subcontractors.

All work called for on the construction documents are to provide a completed project with all systems operating properly and ready for use.

Award will be based on the items of Bid Schedule. Therefore, Contractor shall completely fill out Bid Schedule.

Accompanying this proposal is 10% BID BOND

(Insert "$_____cash", "cashier's check", "certified check", or "bidder's bond" as the case may be) in the amount equal to at least ten percent (10%) of the total bid.

The undersigned further agrees that in case of default in executing the required contract, with necessary bond, within ten (10) days, not including Sundays and legal holidays, after having received notice that the Contract has been awarded and ready for signature, the proceeds of the security accompanying his bid shall become the property of the City of Diamond Bar, and this proposal and the acceptance thereof may be considered null and void.

Siterep Construction Services Inc.	Andri Ortiz	7/10/2024
NAME OF BIDDER (PRINT)	SIGNATURE	DATE

301 E Arrow Hwy Ste #105
ADDRESS

San Dimas	91773	(909) 418-8690
CITY	ZIP CODE	TELEPHONE

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