

City Council Agenda

Tuesday, July 16, 2024 6:30 PM

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

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<https://attendee.gotowebinar.com/register/9148924545042242650>.

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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

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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.

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CITY OF DIAMOND BAR

CITY COUNCIL AGENDA

July 16, 2024

CALL TO ORDER: 6:30 p.m.

PLEDGE OF ALLEGIANCE: Mayor

INVOCATION: Sung Kim, Gateway Friends Church
Executive Pastor

ROLL CALL: Chou, Low, Tye, Mayor Pro Tem
Teng, Mayor Liu

APPROVAL OF AGENDA: Mayor

1. SPECIAL PRESENTATIONS, CERTIFICATES, PROCLAMATIONS:

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

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.

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.

4. SCHEDULE OF FUTURE EVENTS:

- 4.1 Concerts in the Park/Movies Under the Stars – Continues each Wednesday through July 31, 2024, 6:30 – 9:30 p.m., Summitridge Park, 1425 Summitridge Dr.
- 4.2 Free Catalytic Converter Etching – July 17, 2024, 9:00 – 11:00 a.m., Calvary Chapel Golden Springs, 22324 Golden Springs Dr.
- 4.3 Planning Commission Meeting – July 23, 2024, 6:30 p.m., online teleconference and Windmill Room, 21810 Copley Dr.
- 4.4 Parks and Recreation Commission Meeting – July 25, 2024, 6:30 p.m., online teleconference and Windmill Room, 21810 Copley Dr.
- 4.5 Coffee with a Cop – July 27, 2024, 8:00 – 10:00 a.m., Starbucks, (Super H Mart Plaza) 2837 S. Diamond Bar Blvd.
- 4.6 City Council Meeting – August 6, 2024, 6:30 p.m., online teleconference and SCAQMD Main Auditorium, 21865 Copley Dr., 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 JUNE 18, 2024 REGULAR MEETING.

5.1.a June 18, 2024 City Council Regular Meeting Minutes

Recommended Action:

Approve the June 18, 2024 Regular City Council meeting minutes.

Requested by: City Clerk

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

Recommended Action:

Ratify the Check Register.

Requested by: Finance Department

5.3 TREASURER'S STATEMENT.

Recommended Action:

Approve the June 2024 Treasurer's Statement.

Requested by: Finance Department

- 5.4 DEVELOPMENT CODE AMENDMENT TO IMPLEMENT HOUSING PROGRAMS CONTAINED IN THE CERTIFIED 2021-2029 HOUSING ELEMENT AND TO CONFORM WITH STATE LAW (PL 2022-59).

Recommended Action:

Approve for second reading by title only, waive full reading, and adopt Ordinance No. 03 (2024) (Development Code Amendment No. PL2022-59):

"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.

Requested by: Community Development Department

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

Recommended Action:

Approve and authorize the City Manager to sign the Consultant Services Agreement with Zero Foodprint.

Requested by: City Manager

- 5.6 SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ABSOLUTE INTERNATIONAL SECURITY, INC. FOR SECURITY GUARD SERVICES THROUGH JUNE 30, 2025.

Recommended Action:

Approve and authorize the City Manager to sign Amendment No. 2 to the Professional Services Agreement with Absolute International Security, Inc through June 30, 2025.

Requested by: Parks & Recreation Department

- 5.7 PROFESSIONAL SERVICES AGREEMENT WITH TENNIS ANYONE, INC. FOR CONTRACTED TENNIS & YOUTH PICKLEBALL INSTRUCTION THROUGH JUNE 30, 2027.

Recommended Action:

Approve and authorize the City Manager to sign the Professional Services Agreement with Tennis Anyone, Inc. to provide contract tennis and youth pickleball instruction from July 16, 2024 through June 30, 2027.

Requested by: Parks & Recreation Department

- 5.8 CONSTRUCTION AGREEMENT WITH PTM GENERAL ENGINEERING SERVICES, INC. FOR THE INTERSECTION SAFETY IMPROVEMENTS PROJECT (CIP# TI24301) FUNDED UNDER THE STATE HIGHWAY SAFETY IMPROVEMENT PROGRAM.

Recommended Action:

- A. Determine that approving the proposed Project is exempt from the California Environmental Quality Act pursuant to Section 15301(c) of the CEQA Guidelines;
- B. Adopt Resolution No. 2024-28 approving the design plans and specifications for the Intersection Safety Improvements Project (CIP# TI24301); and
- C. Approve, and authorize the Mayor to sign, the Construction Agreement with PTM General Engineering Services, Inc., in the amount of \$251,355, plus a contingency amount of \$50,271 for Contract Change Orders, to be approved by the City Manager, for a total authorization amount of \$301,626.

Requested by: Public Works Department

6. PUBLIC HEARINGS: NONE.

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

Recommended Action:

- A. Receive presentation, open Public Hearing to receive testimony, close Public Hearing; and
- B. Adopt Resolution No. 2024-29 to levy and collect assessments for Landscape Assessment District No. 38 for Fiscal Year 2024/25.

Requested by: Public Works Department

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

Recommended Action:

- A. Receive presentation, open Public Hearing to receive testimony, close Public Hearing; and
- B. Adopt Resolution No. 2024-30 to levy and collect assessments for Landscape Assessment District No. 39-2022 for Fiscal Year 2024/25.

Requested by: Public Works Department

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

Recommended Action:

- A. Receive presentation, open Public Hearing to receive testimony, close Public Hearing; and
- B. Adopt Resolution No. 2024-31 to levy and collect assessments for Landscape Assessment District No. 41-2021 for Fiscal Year 2024/25.

Requested by: Public Works Department

7. COUNCIL CONSIDERATION:

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

Recommended Action:

- 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."

Requested by: Parks & Recreation Department

7.2 CITY COUNCIL TRAVEL, EXPENSE AND REIMBURSEMENT POLICY REVISIONS.

Recommended Action:

- A. Adopt Resolution No. 2024-32, approving City Council Policy 2024-01, Travel, Expense and Reimbursement Policy; and
- B. Adopt Resolution No. 2024-33, amending the Compensation and Benefits Plan, Schedule G.

Requested by: City Manager

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

9. **ADJOURNMENT:**

Agenda #: 5.1
Meeting Date: July 16, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **CITY COUNCIL MINUTES OF THE JUNE 18, 2024 REGULAR MEETING.**
STRATEGIC
GOAL: *Open, Engaged & Responsive Government*

RECOMMENDATION:

Approve the June 18, 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, City Clerk

7/16/2024

REVIEWED BY:



Ryan McLean, Assistant City Manager

7/8/2024

Attachments:

1. 5.1.a June 18, 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
JUNE 18, 2024**

CLOSED SESSION: 5:30 p.m. – Conference Room CC-8 – In Person only

Public Comments: None

Conference with Real Property Negotiators

Per Government Code Section 54956.8

Property: 22601 Sunset Crossing Road, Diamond Bar

City Negotiator: City Manager Dan Fox, Assistant
City Manager Ryan McLean, Parks and Recreation
Director Ryan Wright

Negotiating Parties: Devang Mehta, Diamond Bar
Little League, Inc., dba Diamond Bar PONY Baseball
(DBPB)

Under Negotiation: To obtain direction regarding the
price/terms of payment for acquisition of the property.

Adjourned to Regular Meeting: 6:40 p.m.

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 Tye led the Pledge of Allegiance.

INVOCATION: None offered.

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

Staff present in person: Dan Fox, City Manager; Omar Sandoval, City
Attorney; Dannette Allen, Principal Management Analyst; Amy Haug, Human Resources
and Risk Manager; Greg Gubman, Community Development Director; Grace Lee,
Planning Manager; Mayuko Nakajima, Senior Planner; David Liu, Public Works Director;
Anthony Jordan, Parks & Maintenance Superintendent; Jason Williams, Maintenance
Supervisor; Nicholas Delgado, Management Analyst; Ken Desforges, Information
Systems Director; Ryan Wright, Parks and Recreation Director; Cecilia Arellano, Senior
Community Relations Coordinator; Joan Cruz, Administrative Coordinator; Kristina
Santana, City Clerk

JUNE 18, 2024

PAGE 2

CITY COUNCIL

Staff present telephonically: Marsha Roa, Community Relations Manager; Hal Ghafari, Public Works Manager/Assistant City Engineer; Jason Jacobsen, Finance Director

Others present: Aaron Scheller, Deputy, Diamond Bar/Walnut Sheriff's Station; Stephen Tousey, Captain, Diamond Bar/Walnut Sheriff's Station; Daniel Dail, Lieutenant, Diamond Bar/Walnut 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 City Tile to Carol Dennis.

1.2 San Gabriel Valley Regional Chamber of Commerce Annual Report.

2. CITY MANAGER REPORTS AND RECOMMENDATIONS: NONE

3. PUBLIC COMMENTS:

The following provided public comments:

Cynthia Yu, Diamond Bar Library Manager

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/Low moved, C/Tye seconded, to approve the Consent Calendar with the exception of Items 5.8 and 5.11 pulled for separate consideration by C/Low. Motion carried 5-0 by the following Roll Call vote:

AYES: COUNCIL MEMBERS: Chou, Low, Tye, MPT/Teng, M/Liu

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

5.1 APPROVED CITY COUNCIL MINUTES:

5.1.1 JUNE 4, 2024 REGULAR MEETING

5.2 RATIFIED CHECK REGISTER DATED MAY 29, 2024 THROUGH JUNE 11, 2024 TOTALING \$996,059.58.

5.3 APPROVED THE MAY 2024 TREASURER'S STATEMENT

5.4 MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT (MLESA) BY AND BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF DIAMOND BAR FOR A FIVE-YEAR TERM THROUGH JUNE 30, 2029 AS FOLLOWS:

A. APPROVED AND AUTHORIZED THE MAYOR TO SIGN THE FIVE-YEAR MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT (MLESA) BY AND BETWEEN COUNTY OF LOS ANGELES AND CITY OF DIAMOND BAR; AND,

B. AUTHORIZED THE CITY MANAGER TO SIGN THE ANNUAL 575 BASED ON THE COUNCIL APPROVED APPROPRIATIONS IN THE ADOPTED OPERATING BUDGET.

5.5 APPROVED AND AUTHORIZED THE CITY MANAGER TO SIGN THE CONSULTING SERVICES AGREEMENT WITH REGIONAL CHAMBER OF COMMERCE SAN GABRIEL VALLEY FOR BUSINESS DEVELOPMENT AND ENGAGEMENT SERVICES THROUGH JUNE 30, 2025.

5.6 APPROVED AND AUTHORIZED THE CITY MANAGER TO SIGN THE EIGHTH AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH OPCO TRANSIT, INC. FOR SENIOR AND DISABLED TRANSPORTATION SERVICES THROUGH JUNE 30, 2025.

5.7 APPROVED AND AUTHORIZED THE CITY MANAGER TO SIGN THE SECOND AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH WOODS MAINTENANCE SERVICES, INC. TO PROVIDE GRAFFITI ABATEMENT SERVICES THROUGH JUNE 30, 2025.

5.9 APPROVED AND AUTHORIZED THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO DIRECT CONNECTION FOR PRINTING AND MAILING SERVICES IN THE NOT-TO-EXCEED AMOUNT OF \$78,820 FOR FY 2024/25.

5.10 APPROVED AND AUTHORIZED THE CITY MANAGER TO SIGN THE CONSULTING SERVICES AGREEMENT WITH PRINCE GLOBAL SOLUTIONS, LLC, FOR FEDERAL ADVOCACY SERVICES THROUGH JUNE 30, 2025.

5.12 ADOPTED RESOLUTION NO. 2024-22 AUTHORIZING THE SUBMISSION OF FY 2024/25 LIST OF PROJECTS TO BE FUNDED BY SB-1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.

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- 5.13 DECLARATION TO LEVY ASSESSMENTS FOR LANDSCAPE ASSESSMENT DISTRICT NOS 38, 39-2022 AND 41-2021 FOR FISCAL YEAR 2024/25 AS FOLLOWS:
- A. ADOPT RESOLUTION NO. 2024-23 DECLARING THE CITY'S INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR LANDSCAPE ASSESSMENT DISTRICT NO. 38 AND DIRECTING STAFF TO ADVERTISE THE PUBLIC HEARING TO BE SET FOR THE JULY 16, 2024 REGULAR MEETING;
 - B. ADOPTED RESOLUTION NO. 2024-24 DECLARING THE CITY'S INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR LANDSCAPE ASSESSMENT DISTRICT NO. 39-2022 AND DIRECTING STAFF TO ADVERTISE THE PUBLIC HEARING TO BE SET FOR THE JULY 16, 2024 REGULAR MEETING; AND,
 - C. ADOPTED RESOLUTION NO. 2024-25 DECLARING THE CITY'S INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR LANDSCAPE ASSESSMENT DISTRICT NO. 41-2021 AND DIRECTING STAFF TO ADVERTISE THE PUBLIC HEARING TO BE SET FOR THE JULY 16, 2024 REGULAR MEETING.
- 5.14 APPROVED AND AUTHORIZED THE CITY MANAGER TO SIGN THE FIRST AMENDMENTS TO CONSULTANT SERVICES AGREEMENTS WITH ITERIS, INC., FEHR & PEERS, AND KIMBERLY HORN AND ASSOCIATES FOR ON-CALL TRAFFIC AND TRANSPORTATION ENGINEERING SERVICES THROUGH JUNE 30, 2026.
- 5.15 APPROVED AND AUTHORIZED THE CITY MANAGER TO SIGN THE FIFTH AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH TRANE U.S. INC. DBA TRANE FOR MECHANICAL AND BUILDING AUTOMATION SYSTEM PREVENTATIVE MAINTENANCE AND REPAIR SERVICES THROUGH JUNE 30, 2025.
- 5.16 APPROVED AND AUTHORIZED THE CITY MANAGER TO SIGN THE SECOND AMENDMENT TO MAINTENANCE SERVICES AGREEMENT WITH MCE CORP FOR LANDSCAPE SERVICES THROUGH JUNE 30, 2025.
- 5.17 APPROVED AND AUTHORIZED THE CITY MANAGER TO SIGN THE THIRD AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH PARKWOOD LANDSCAPE MAINTENANCE, INC. FOR LANDSCAPE SERVICES THROUGH JUNE 30, 2025.
- 5.18 APPROVED AND AUTHORIZED THE CITY MANAGER TO SIGN THE SECOND AMENDMENT TO THE ROAD MAINTENANCE SERVICES AGREEMENT WITH CT&T CONCRETE PAVING, INC. FOR MAINTENANCE SERVICES THROUGH JUNE 30, 2025.

- 5.19 ADOPTED RESOLUTION NO. 2024-26 AUTHORIZING PARTICIPATION IN THE NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE
- TO PURCHASE JANITORIAL SUPPLIES FOR CITY FACILITIES IN THE NOT-TO-EXCEED AMOUNT OF \$65,000 FOR FISCAL YEAR 2024/25.
- 5.20 APPROVED AND AUTHORIZED THE CITY MANAGER TO SIGN THE SEVENTH AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH EXTERIOR PRODUCTS CORPORATION FOR EXTERIOR DÉCOR AND LIGHTING MAINTENANCE THROUGH JUNE 30, 2025.
- 5.21 APPROVED AND AUTHORIZED THE CITY MANAGER TO SIGN THE MAINTENANCE SERVICES AGREEMENT WITH ULTIMATE MAINTENANCE SERVICES, INC. FOR JANITORIAL SERVICES FOR CITY FACILITIES THROUGH JUNE 30, 2029, WITH THE OPTION TO EXTEND FOR THREE ADDITIONAL ONE-YEAR TERMS.
- 5.22 MAINTENANCE SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC. TO PROVIDE TREE CARE AND MAINTENANCE SERVICES THROUGH JUNE 30, 2029 AS FOLLOWS:
- A. ADOPTED RESOLUTION NO. 2024-27 APPROVING COOPERATIVE PURCHASING FOR THE MAINTENANCE SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC. FOR TREE CARE AND MAINTENANCE SERVICES; AND,
- B. APPROVED AND AUTHORIZED THE CITY MANAGER TO SIGN THE MAINTENANCE SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC. FOR TREE CARE AND MAINTENANCE SERVICES IN THE ANNUAL NOT-TO-EXCEED AMOUNT OF \$443,300.
- 5.23 APPROVED AND AUTHORIZED THE CITY MANAGER TO SIGN THE PURCHASE ORDER WITH OUTDOOR CREATIONS, INC. FOR THE PURCHASE OF NEW SITE FURNISHINGS AT SYCAMORE CANYON PARK IN THE NOT-TO-EXCEED AMOUNT OF \$98,632.13.

MATTERS WITHDRAWN FROM CONSENT CALENDAR:

- 5.8 APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH DAVID EVANS AND ASSOCIATES, INC., GRANTING THE SECOND OF TWO OPTIONAL ONE-YEAR EXTENSIONS TO JUNE 30, 2025 FOR LANDSCAPE PLAN CHECKING AND INSPECTION SERVICES.

JUNE 18, 2024

PAGE 6

CITY COUNCIL

- 5.11 APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE STREET MAINTENANCE AND VEGETATION CONTROL SERVICES AGREEMENT WITH MCE CORPORATION FOR AN INITIAL THREE-YEAR TERM THROUGH JUNE 30, 2027.

Following discussion, C/Low moved, C/Chou seconded, to approve Consent Calendar Items 5.8 and 5.11. Motion carried by the following Roll Call vote:

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

6. PUBLIC HEARINGS:

- 6.1 DEVELOPMENT CODE AMENDMENT TO IMPLEMENT HOUSING PROGRAMS CONTAINED IN THE CERTIFIED 2021-2029 HOUSING ELEMENT AND TO CONFORM TO STATE LAW (PL 2022-59).

SP/Nakajima presented the staff report.

There were no Public Comments.

C/Chou moved, C/Low seconded, to determine that the proposed Development Code Amendment is categorically and statutorily exempt from the California Environmental Quality Act (CEQA); and to Introduce first reading by title only, waive full reading of the Ordinance No. 03 (2024) entitled "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.", and schedule the second reading and adoption at the next regularly scheduled City Council meeting. Motion carried by the following Roll Call vote:

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

7. COUNCIL CONSIDERATION: NONE

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

There were no Council Member reports on meetings attended at the expense of the local agency per Government Code 53232.3(d).

JUNE 18, 2024

PAGE 7

CITY COUNCIL

ADJOURNMENT: With no further business to conduct, M/Liu adjourned the Regular City Council Meeting at 7:47 p.m. to July 16, 2024 at 6:30 p.m.

Respectfully Submitted,

Kristina Santana, City Clerk

The foregoing minutes are hereby approved this 16th day of July, 2024.

Stan Liu, Mayor

Agenda #: 5.2
Meeting Date: July 16, 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 JUNE 12, 2024
THROUGH JULY 9, 2024 TOTALING \$3,114,782.97.**
STRATEGIC
GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

Ratify the Check Register.

FINANCIAL IMPACT:

Expenditure of \$3,114,782.97.

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 June 12, 2024 through July 9, 2024 totaling \$3,114,782.97 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, Accounting Technician

7/16/2024

REVIEWED BY:

Peter Samy *Jason Jacobsen*
Peter Samy, Finance Supervisor 7/8/2024 Jason Jacobsen, Finance Director 7/9/2024

Attachments:

1. 5.2.a Check Register Affidavit 7-16-2024
2. 5.2.b Check Register 7-16-2024



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 June 12, 2024 through July 9, 2024 has been audited and is certified as accurate. Payments have been allowed from the following funds in these amounts:

Description	Amount
General Fund	\$1,674,481.70
LLAD 38 Fund	\$38,634.45
LLAD 39 Fund	\$37,601.42
LLAD 41 Fund	\$24,888.94
Integrated Waste Mgmt Fund AB939	\$27,974.70
Prop C Transit Tax Fund	\$44,920.02
Prop A Transit Tax Fund	\$76,757.63
Community Dev Block Grant Fund	\$25,727.52
Capital Imprv Project Fund	\$506,923.50
Vehicle Maint & Equip Fund	\$3,278.29
Equip Maint & Replacement Fund	\$97,913.00
Measure R Local Return Fund	\$100.38
Used Motor Oil Block Grant Fund	\$225.00
General Plan Update Fund	\$22,583.75
Measure W Local Return Fund	\$3,214.28
Community Organization Support Fund	\$1,000.00
Measure M Local Return Fund	\$100.39
CASP (SB1186) Fee Fund	\$4.00
Building Facility & Maint Fund	\$390.00
Self Insurance Fund	\$528,064.00
	\$3,114,782.97

Signed:

Finance Director
Jason M. Jacobsen

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
12201	6/14/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - DBB N/W @ TEMPLE - TC-1	100655	52210	\$129.54
CHECK TOTAL							\$129.54
12202	6/14/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - DBB N/W @ TEMPLE - TC-1	100655	52210	\$90.90
CHECK TOTAL							\$90.90
12204	6/14/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - DBB N/W @ TEMPLE - TC-1	100655	52210	\$68.18
CHECK TOTAL							\$68.18
12205	6/14/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - DBB N/W @ TEMPLE - TC-1	100655	52210	\$68.71
CHECK TOTAL							\$68.71
12206	6/14/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - DBB N/W @ TEMPLE - TC-1	100655	52210	\$90.23
CHECK TOTAL							\$90.23
12207	6/14/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - DBB N/W @ TEMPLE - TC-1	100655	52210	\$136.37
CHECK TOTAL							\$136.37
12208	6/14/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - DBB N/W @ TEMPLE - TC-1	100655	52210	\$203.87
CHECK TOTAL							\$203.87
12209	6/14/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - DBB N/W @ TEMPLE - TC-1	100655	52210	\$90.90
CHECK TOTAL							\$90.90
12210	6/14/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - DBB N/W @ TEMPLE - TC-1	100655	52210	\$248.84
CHECK TOTAL							\$248.84
12211	6/14/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - DBB N/W @ TEMPLE - TC-1	100655	52210	\$144.48
CHECK TOTAL							\$144.48
12212	6/14/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - DBB N/W @ TEMPLE - TC-1	100655	52210	\$113.64
CHECK TOTAL							\$113.64

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
12213	6/14/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - DBB N/W @ TEMPLE - TC-1	100655	52210	\$919.88
CHECK TOTAL							\$919.88
12215	6/14/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - DBB N/W @ TEMPLE - TC-1	100655	52210	\$90.90
CHECK TOTAL							\$90.90
12216	6/18/2024	ABOUND FOOD CARE		FISCAL YEAR 23-24 FOOD RECOVERY SERVICES- MAY 2024	250170	54900	\$1,632.25
CHECK TOTAL							\$1,632.25
12217	6/18/2024	ABSOLUTE SECURITY INTERNATIONAL INC		SECURITY GUARD SERVICES MAY 2024	100510	55330	\$5,754.84
CHECK TOTAL							\$5,754.84
12218	6/18/2024	AFLAC		SUPP INSURANCE PREMIUM MAY 2024	239	21117	\$1.66
	6/18/2024	AFLAC		SUPP INSURANCE PREMIUM MAY 2024	241	21117	\$1.66
	6/18/2024	AFLAC		SUPP INSURANCE PREMIUM MAY 2024	203	21117	\$9.02
	6/18/2024	AFLAC		SUPP INSURANCE PREMIUM MAY 2024	204	21117	\$9.02
	6/18/2024	AFLAC		SUPP INSURANCE PREMIUM MAY 2024	201	21117	\$14.90
	6/18/2024	AFLAC		SUPP INSURANCE PREMIUM MAY 2024	207	21117	\$35.78
	6/18/2024	AFLAC		SUPP INSURANCE PREMIUM MAY 2024	250	21117	\$42.62
	6/18/2024	AFLAC		SUPP INSURANCE PREMIUM MAY 2024	206	21117	\$80.97
	6/18/2024	AFLAC		SUPP INSURANCE PREMIUM MAY 2024	100	21117	\$1,428.02
CHECK TOTAL							\$1,623.65
12219	6/18/2024	AIRGAS INC		ARGON CYLINDER REFILL (050124-053124) FY23-24	100630	51200	\$31.84
CHECK TOTAL							\$31.84
12220	6/18/2024	ANIMAL PEST MANAGEMENT SERVICES INC		COMPREHENSIVE PEST CONTROL (JUNE2024) FY23-24	100630	52320	\$70.00
	6/18/2024	ANIMAL PEST MANAGEMENT SERVICES INC		COMPREHENSIVE PEST CONTROL (JUNE2024) FY23-24	100510	52320	\$105.00
	6/18/2024	ANIMAL PEST MANAGEMENT SERVICES INC		COMPREHENSIVE PEST CONTROL (JUNE2024) FY23-24	100620	52320	\$120.00
CHECK TOTAL							\$295.00

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
12221	6/18/2024	BARR & CLARK INC		CDBG HOME IMP-ASBESTOS INSPECTION-1920 MORNING CYN	225440	54900	\$573.00
	6/18/2024	BARR & CLARK INC		CDBG HOME IMPR-ASBESTOS CLEARANCE-1920 MORNING CYN	225440	54900	\$550.00
CHECK TOTAL							\$1,123.00
12222	6/18/2024	ROBYN A BECKWITH		INTERIOR PLANT SERVICE (MAY2024) FY23-24	100510	52320	\$275.00
	6/18/2024	ROBYN A BECKWITH		INTERIOR PLANT SERVICE (MAY2024) FY23-24	100620	52320	\$380.00
CHECK TOTAL							\$655.00
12223	6/18/2024	LINGO TELECOM LLC		CITYWIDE ANALOG PHONE SVCS-JUNE 2024	100230	52200	\$2,496.07
	CHECK TOTAL						\$2,496.07
12224	6/18/2024	CHEM PRO LABORATORY INC		WATER TREATMENT (CITYHALL/JUNE) FY23-24	100620	52320	\$187.95
	CHECK TOTAL						\$187.95
12225	6/18/2024	CHICAGO TITLE COMPANY		CDBG HOME IMPR-TITLE LOAN POLICY- 1920 MORNING CYN	225440	54900	\$65.00
	CHECK TOTAL						\$65.00
12226	6/18/2024	CITYGREEN CONSULTING, LLC		ENVIRONMENTAL SERVICES CONSULTING- FEB 2024	250170	54900	\$5,397.50
	6/18/2024	CITYGREEN CONSULTING, LLC		ENVIRONMENTAL SERVICES CONSULTING- MARCH 2024	250170	54900	\$3,843.75
	6/18/2024	CITYGREEN CONSULTING, LLC		ENVIRONMENTAL SERVICES CONSULTING-APRIL 2024	250170	54900	\$4,831.25
CHECK TOTAL							\$14,072.50
12227	6/18/2024	CIVICPLUS LLC		MUNICODE ADMIN SUPPORT FEE	100230	52314	\$475.00
	CHECK TOTAL						\$475.00
12228	6/18/2024	CLEAN HARBORS ENVIRONMENTAL SERVICES INC		HAZARDOUS WASTE DISPOSAL- SYCAMORE APRIL 2024	250170	55000	\$6,013.70
	CHECK TOTAL						\$6,013.70
12229	6/18/2024	COUNTY OF LOS ANGELES-PW		FCDP2024000181 - CIP PW17400 STORM DRAIN PERMIT	100615	54410	\$3,500.00
	CHECK TOTAL						\$3,500.00
12230	6/18/2024	CT & T CONCRETE PAVING INC		ROAD MAINTENANCE (DBC-TRNCT DOMES) FY23-24	100655	55512	\$3,360.00

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$3,360.00
12231	6/18/2024	DAN CONTRACTOR		CDBG HOME IMP-1920 MORNING CYN HIP302	225440	54900	\$24,210.00
						CHECK TOTAL	\$24,210.00
12232	6/18/2024	DAVID EVANS AND ASSOCIATES INC		LANDSCAPE PLAN CHECK-2366 CLEAR CREEK	100	22107	\$822.50
	6/18/2024	DAVID EVANS AND ASSOCIATES INC		LANDSCAPE PLAN CHECK-2366 CLEAR CREEK	100	22107	\$825.00
	6/18/2024	DAVID EVANS AND ASSOCIATES INC		LANDSCAPE PLAN CHECK-2366 CLEAR CREEK	100	22107	\$919.50
						CHECK TOTAL	\$2,567.00
12233	6/18/2024	DELTA DENTAL		HMO DENTAL INSURANCE PREMIUM JUNE 2024	206	21105	\$0.96
	6/18/2024	DELTA DENTAL		HMO DENTAL INSURANCE PREMIUM JUNE 2024	207	21105	\$0.96
	6/18/2024	DELTA DENTAL		HMO DENTAL INSURANCE PREMIUM JUNE 2024	250	21105	\$1.96
	6/18/2024	DELTA DENTAL		HMO DENTAL INSURANCE PREMIUM JUNE 2024	100	21105	\$113.78
						CHECK TOTAL	\$117.66
12234	6/18/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JUNE 2024	225	21105	\$3.67
	6/18/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JUNE 2024	203	21105	\$8.23
	6/18/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JUNE 2024	204	21105	\$8.23
	6/18/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JUNE 2024	239	21105	\$24.67
	6/18/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JUNE 2024	241	21105	\$24.67
	6/18/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JUNE 2024	238	21105	\$38.64
	6/18/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JUNE 2024	201	21105	\$44.49
	6/18/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JUNE 2024	206	21105	\$109.97
	6/18/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JUNE 2024	207	21105	\$139.35

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	6/18/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JUNE 2024	250	21105	\$228.92
	6/18/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JUNE 2024	100	21105	\$4,847.78
						CHECK TOTAL	\$5,478.62
12235	6/18/2024	DIANA CHO & ASSOCIATES		CDBG FY23-24 SENIOR PROGRAM-MAY 2024	225440	54900	\$212.50
	6/18/2024	DIANA CHO & ASSOCIATES		CDBG-AREA 4 ADA CURB RAMPS IMP-MAY2024	301610	56101	\$1,530.00
						CHECK TOTAL	\$1,742.50
12236	6/18/2024	DISCOVERY SCIENCE CENTER OF ORANGE		ENVIRONMENTAL EDUCATION SERVICES- APRIL/MAY 2024	250170	54900	\$1,462.00
						CHECK TOTAL	\$1,462.00
12237	6/18/2024	DONNY GOLDBERG		BAND PERFORMANCE FOR CONCERTS ON 6.17.24	100520	55300	\$3,000.00
						CHECK TOTAL	\$3,000.00
12238	6/18/2024	DS SERVICES OF AMERICA INC		WATER SERVICE (CITYHALL-MAY) FY23-24	100620	51200	\$377.96
						CHECK TOTAL	\$377.96
12239	6/18/2024	ECOFERT INC		FERTILIZER INJECT SYSY (PARKS-MAY2024) FY23-24	100630	52320	\$1,207.00
						CHECK TOTAL	\$1,207.00
12240	6/18/2024	EXTERIOR PRODUCTS CORP		AMERICAN FLAG INSTALL/REMOVAL (052224-070824)	100630	52320	\$6,487.50
	6/18/2024	EXTERIOR PRODUCTS CORP		CITYHALL AMP CIRCUITS FOR PRINTERS	100630	52320	\$539.95
	6/18/2024	EXTERIOR PRODUCTS CORP		CITYHALL AMP CIRCUITS FOR PRINTERS	100630	56116	\$2,636.29
	6/18/2024	EXTERIOR PRODUCTS CORP		DISTRICT 38 POLE&FIXTURE REPLACEMENT	238638	52320	\$10,541.57
						CHECK TOTAL	\$20,205.31
12241	6/18/2024	FLOCK GROUP INC		FY2023-24 FLOCK CAMERA REPLACEMENT	100310	51300	\$800.00
						CHECK TOTAL	\$800.00
12242	6/18/2024	FRONTIER COMMUNICATIONS CORP		SUMMARY BILL-INTERNET SVCS MAY 2024	100230	54030	\$408.90
	6/18/2024	FRONTIER COMMUNICATIONS CORP		SUMMARY BILL-INTERNET/CITYHALL-JUNE 2024	100230	54030	\$811.25

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$1,220.15
12243	6/18/2024	FUN EXPRESS LLC		CONCERTS SUPPLIES	100520	51200	\$459.90
	6/18/2024	FUN EXPRESS LLC		KINDERSKILLS SUPPLIES	100520	51200	\$41.88
	6/18/2024	FUN EXPRESS LLC		KINDERSKILLS SUPPLIES	100520	51200	\$27.55
	6/18/2024	FUN EXPRESS LLC		DAY CAMP AND KINDERSKILLS SUPPLIES	100520	51200	\$461.18
	6/18/2024	FUN EXPRESS LLC		CONCERTS SUPPLIES	100520	51200	\$548.90
						CHECK TOTAL	\$1,539.41
12244	6/18/2024	GERALDINE KELLER		INSTRUCTOR PAYMENT - CULINARY - SUM 24	100	20202	\$36.00
						CHECK TOTAL	\$36.00
12245	6/18/2024	GIGAKOM		WIFI ACCESS POINT INSTALLATION	503230	56130	\$988.61
						CHECK TOTAL	\$988.61
12246	6/18/2024	GLADWELL GOVERNMENTAL SVCS INC		RECORD MANAGEMENT POLICY REVIEW	100140	54900	\$360.00
						CHECK TOTAL	\$360.00
12247	6/18/2024	WOODS MAINTENANCE SERVICES INC		GRAFFITI ABATEMENT-MAY 2024	100430	55540	\$3,075.00
	6/18/2024	WOODS MAINTENANCE SERVICES INC		HOMELESS ENCAMPMENT CLEANUP SERVICES FY2023-24	100130	54900	\$5,829.12
						CHECK TOTAL	\$8,904.12
12248	6/18/2024	HOME DEPOT CREDIT SERVICES		TOOLS (060624)	100630	51300	\$366.02
	6/18/2024	HOME DEPOT CREDIT SERVICES		TOOLS (060524)	100510	51300	\$976.78
	6/18/2024	HOME DEPOT CREDIT SERVICES		TOOLS (060524)	100620	51300	\$1,000.00
						CHECK TOTAL	\$2,342.80
12249	6/18/2024	HONEYCOTT INC		BEE REMOVAL (BREA CYN/WASHINGTON-052524) FY23-24	100630	52320	\$140.00
						CHECK TOTAL	\$140.00
12250	6/18/2024	HYPERTEC USA INC		NEW TV MOUNTS FOR CITY HALL/DBC	503230	56130	\$2,623.18
	6/18/2024	HYPERTEC USA INC		NEW TV MOUNTS FOR CITY HALL/DBC	503230	56130	\$9,733.73
						CHECK TOTAL	\$12,356.91
12251	6/18/2024	IMPACT IMAGES INC		CANOPIES	100520	51200	\$1,616.45

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$1,616.45
12252	6/18/2024	INFINITE GRAPHICS LLC		CITY BIRTHDAY PRINTS	100520	52300	\$533.26
						CHECK TOTAL	\$533.26
12253	6/18/2024	INTEGRUS LLC		RICOH COPIER SERVICE-4/19/24-5/18/24	100230	52100	\$524.25
						CHECK TOTAL	\$524.25
12254	6/18/2024	ITERIS INC		CS - ON-CALL TS TIMING SUPPORT - THROUGH 5/31/24	207650	54410	\$8,166.00
						CHECK TOTAL	\$8,166.00
12255	6/18/2024	JAMES EVENT PRODUCTION INC		ENTERTAINMENT SERVICES FOR PATRIOTIC CONCERT	100520	55300	\$5,315.00
						CHECK TOTAL	\$5,315.00
12256	6/18/2024	JCL TRAFFIC SERVICES		ROAD MAINT SUPPLIES (EVENT 052924) FY23-24	100655	51250	\$765.00
						CHECK TOTAL	\$765.00
12257	6/18/2024	KEVIN D JONES		PS -SR-57/60 CONFLUENCE PROJ ADVOCACY - MAY 2024	100615	54400	\$4,000.00
						CHECK TOTAL	\$4,000.00
12258	6/18/2024	LA COUNTY ASSESSOR OFFICE		SBF ABSTRACT - MAY 2024	100230	52314	\$250.00
						CHECK TOTAL	\$250.00
12259	6/18/2024	LA VERNE POWER EQUIPMENT INC		REPLACEMENT TOOLS	100630	51300	\$2,447.48
						CHECK TOTAL	\$2,447.48
12260	6/18/2024	LANCE SOLL & LUNGWARD LLP		PROF. SVCS-INTERIM AUDIT FY 23/24	100210	54010	\$12,500.00
						CHECK TOTAL	\$12,500.00
12261	6/18/2024	LOCAL AGENCY ENGINEERING ASSOCIATES INC		PROF SERVICES (ON-CALL CIVIL ENG 042824-053124	207615	54400	\$27,486.25
						CHECK TOTAL	\$27,486.25
12262	6/18/2024	LOOMIS		COURIER SERVICES - MAY 2024	100210	54900	\$757.75
	6/18/2024	LOOMIS		COURIER SERVICES - MAY 2024	100510	54900	\$757.75
						CHECK TOTAL	\$1,515.50
12263	6/18/2024	LOS ANGELES COUNTY PUBLIC WORKS		SUMP PUMP MAINT SYCAMORE CYN PK (02.2024-04.2024)	100630	52320	\$1,798.78

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$1,798.78
12264	6/18/2024	LOS ANGELES COUNTY PUBLIC WORKS		SEWER SERVICE (PARKS) FY23-24	100630	52320	\$1,515.00
						CHECK TOTAL	\$1,515.00
12265	6/18/2024	LOS ANGELES COUNTY SHERIFF'S DEPT		FY2023-24 LAW ENF HELICOPTER SERVICES - FEB 2024	100310	55402	\$377.03
	6/18/2024	LOS ANGELES COUNTY SHERIFF'S DEPT		FY2023-24 LAW ENF CAV CHAPEL SERVICES - MAR 2024	100310	55402	\$11,525.20
						CHECK TOTAL	\$11,902.23
12266	6/18/2024	LOWE'S BUSINESS ACCOUNT		PARK FACILITIES MAINT SUPPLIES	100630	51200	\$32.21
	6/18/2024	LOWE'S BUSINESS ACCOUNT		ROAD MAINTENANCE SUPPLIES (	100655	51250	\$205.19
						CHECK TOTAL	\$237.40
12267	6/18/2024	MAASS WORLD INC		SYCAMORE CANYON PARK CAMERA SYSTEM	503230	56130	\$4,999.58
						CHECK TOTAL	\$4,999.58
12268	6/18/2024	MARSHA ROA		NEW EMPLOYEE WELCOME SUPPLIES	100240	51200	\$181.20
						CHECK TOTAL	\$181.20
12269	6/18/2024	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD 38,39, &41)	241641	55524	\$5,412.19
	6/18/2024	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD 38,39, &41)	239639	55524	\$13,200.67
	6/18/2024	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD 38,39, &41)	238638	55524	\$15,842.74
	6/18/2024	MCE CORPORATION		ROAD MAINTENANCE (MAY2024)	100655	55530	\$256.38
	6/18/2024	MCE CORPORATION		ROAD MAINTENANCE (MAY2024)	201655	55530	\$2,554.30
	6/18/2024	MCE CORPORATION		ROAD MAINTENANCE (MAY2024)	100655	55530	\$8,077.20
	6/18/2024	MCE CORPORATION		ROAD MAINTENANCE (MAY2024)	100655	55528	\$8,630.41
						CHECK TOTAL	\$53,973.89
12270	6/18/2024	MERCURY DISPOSAL SYSTEMS INC		BATTERY AND BULB CLEAN-UP ACE HARDWARE- JUNE 2024	250170	55000	\$1,751.00
						CHECK TOTAL	\$1,751.00
12271	6/18/2024	METROLINK		METROLINK PASSES - MAY 2024	206650	55610	\$1,115.80
	6/18/2024	METROLINK		METROLINK PASSES - MAY 2024	206650	55620	\$4,463.20

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$5,579.00
12272	6/18/2024	MNS ENGINEERS INC		DESIGN OF DIAMOND BAR COMPLETE STREETS –APRIL 2024	301610	56105	\$13,942.50
						CHECK TOTAL	\$13,942.50
12273	6/18/2024	MULHOLLAND CONSULTING INC		CIP-STEEP CYN RD EROSION CNTRL - 5/01/24-05/31/24	301610	56105	\$5,138.50
						CHECK TOTAL	\$5,138.50
12274	6/18/2024	NATIONAL TRENCH SAFETY INC		EQUIP RENTAL (KRAIL052824-062424) FY23-24	100655	52300	\$607.35
	6/18/2024	NATIONAL TRENCH SAFETY INC		RENTAL EQUIP (GS XSYLVANGLEN KRAIL060724-070424)	100655	52300	\$455.52
						CHECK TOTAL	\$1,062.87
12275	6/18/2024	OFFICE SOLUTIONS		OFFICE SUPPLIES - MAY 2024	100630	51200	\$86.34
	6/18/2024	OFFICE SOLUTIONS		OFFICE SUPPLIES - MAY 2024	100510	51200	\$220.62
	6/18/2024	OFFICE SOLUTIONS		OFFICE SUPPLIES - MAY 2024	100350	51200	\$222.01
	6/18/2024	OFFICE SOLUTIONS		OFFICE SUPPLIES - MAY 2024	100520	51200	\$528.13
	6/18/2024	OFFICE SOLUTIONS		OFFICE SUPPLIES - MAY 2024	100140	51200	\$861.71
						CHECK TOTAL	\$1,918.81
12276	6/18/2024	ONE TIME PAY VENDOR	AMANDA ANZURES	FACILITY DEPOSIT REFUND	100	20202	\$100.00
						CHECK TOTAL	\$100.00
12277	6/18/2024	ONE TIME PAY VENDOR	AMANDA SEPHTON	FACILITY DEPOSIT REFUND	100	20202	\$1,655.78
						CHECK TOTAL	\$1,655.78
12278	6/18/2024	ONE TIME PAY VENDOR	ANABEL PEREZ	FACILITY DEPOSIT REFUND	100	20202	\$1,682.50
						CHECK TOTAL	\$1,682.50
12279	6/18/2024	ONE TIME PAY VENDOR	ANITA MANCIA	RECREATION PROGRAM REFUND	100	20202	\$180.00
						CHECK TOTAL	\$180.00
12280	6/18/2024	ONE TIME PAY VENDOR	CARISSA ROCHA	FACILITY DEPOSIT REFUND	100	20202	\$300.00
						CHECK TOTAL	\$300.00
12281	6/18/2024	ONE TIME PAY VENDOR	DIANNE DE JESUS	FACILITY DEPOSIT REFUND	100	20202	\$100.00
						CHECK TOTAL	\$100.00
12282	6/18/2024	ONE TIME PAY VENDOR	EMILY INIGUEZ	FACILITY DEPOSIT REFUND	100	20202	\$500.00

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$500.00
12283	6/18/2024	ONE TIME PAY VENDOR	GLORIA TEJEDA	FACILITY DEPOSIT REFUND	100	20202	\$700.00
						CHECK TOTAL	\$700.00
12284	6/18/2024	ONE TIME PAY VENDOR	GURPREET SINGH NAIPAUL	FACILITY DEPOSIT REFUND	100	20202	\$1,350.00
						CHECK TOTAL	\$1,350.00
12285	6/18/2024	ONE TIME PAY VENDOR	ISAIAH CARDENAS	FACILITY DEPOSIT REFUND	100	20202	\$700.00
	6/18/2024	ONE TIME PAY VENDOR	ISAIAH CARDENAS	FACILITY DEPOSIT REFUND	100	20202	\$31.00
						CHECK TOTAL	\$731.00
12287	6/18/2024	ONE TIME PAY VENDOR	JAE KEONG	FACILITY DEPOSIT REFUND	100	20202	\$200.00
						CHECK TOTAL	\$200.00
12288	6/18/2024	ONE TIME PAY VENDOR	JULIAN PLASCENCIA	FACILITY DEPOSIT REFUND	100	20202	\$2,500.00
						CHECK TOTAL	\$2,500.00
12289	6/18/2024	ONE TIME PAY VENDOR	JUSTIN ERICKSON	FACILITY DEPOSIT REFUND	100	20202	\$1,250.00
						CHECK TOTAL	\$1,250.00
12290	6/18/2024	ONE TIME PAY VENDOR	LILIAN TRAN	FACILITY DEPOSIT REFUND	100	20202	\$1,400.00
						CHECK TOTAL	\$1,400.00
12291	6/18/2024	ONE TIME PAY VENDOR	LYNN SOLDRIDGE	FACILITY DEPOSIT REFUND	100	20202	\$580.47
						CHECK TOTAL	\$580.47
12292	6/18/2024	ONE TIME PAY VENDOR	MARILEE WELCH	RECREATION PROGRAM REFUND	100	20202	\$340.00
						CHECK TOTAL	\$340.00
12293	6/18/2024	ONE TIME PAY VENDOR	MIN KIM	RECREATION PROGRAM REFUND	100	20202	\$410.00
						CHECK TOTAL	\$410.00
12294	6/18/2024	ONE TIME PAY VENDOR	MT. CALVARY LUTHERAN CHURCH	FACILITY DEPOSIT REFUND	100	20202	\$100.00
						CHECK TOTAL	\$100.00
12295	6/18/2024	ONE TIME PAY VENDOR	MUSIC TEACHERS ASSOCIATION OF CALIFORNIA	FACILITY DEPOSIT REFUND	100	20202	\$200.00
						CHECK TOTAL	\$200.00

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
12296	6/18/2024	ONE TIME PAY VENDOR	PALAK THAKUR	FACILITY DEPOSIT REFUND	100	20202	\$1,210.00
CHECK TOTAL							\$1,210.00
12297	6/18/2024	ONE TIME PAY VENDOR	PRISCILLA MARTINEZ	RECREATION PROGRAM REFUND	100	20202	\$99.00
CHECK TOTAL							\$99.00
12298	6/18/2024	ONE TIME PAY VENDOR	RUBY MCINTOSH	FACILITY DEPOSIT REFUND	100	20202	\$100.00
CHECK TOTAL							\$100.00
12299	6/18/2024	ONE TIME PAY VENDOR	SANJUKTA JENA	FACILITY DEPOSIT REFUND	100	20202	\$100.00
CHECK TOTAL							\$100.00
12300	6/18/2024	ONE TIME PAY VENDOR	SEUNG MIN HAN	FACILITY DEPOSIT REFUND	100	20202	\$100.00
CHECK TOTAL							\$100.00
12301	6/18/2024	ONE TIME PAY VENDOR	SHELLY LAC	RECREATION PROGRAM REFUND	100	20202	\$169.00
CHECK TOTAL							\$169.00
12302	6/18/2024	ONE TIME PAY VENDOR	SUNNY KIM	FACILITY DEPOSIT REFUND	100	20202	\$100.00
CHECK TOTAL							\$100.00
12303	6/18/2024	ONE TIME PAY VENDOR	TERRI-LYNN QUAN	RECREATION PROGRAM REFUND	100	20202	\$190.00
CHECK TOTAL							\$190.00
12304	6/18/2024	ONE TIME PAY VENDOR	TRACY MARCELINO	FACILITY DEPOSIT REFUND	100	20202	\$200.00
CHECK TOTAL							\$200.00
12305	6/18/2024	ONE TIME PAY VENDOR	XIANG CHEN	RECREATION PROGRAM REFUND	100	20202	\$62.00
CHECK TOTAL							\$62.00
12306	6/18/2024	ONE TIME PAY VENDOR	LUISA ALLEN	REIMBURSEMENT - SUPPLIES	100210	51200	\$10.95
CHECK TOTAL							\$10.95
12307	6/18/2024	ONE TIME PAY VENDOR	VIVIAN CHEN	REIMBURSEMENT - FUEL	502655	52330	\$77.90
CHECK TOTAL							\$77.90
12308	6/18/2024	ONE TIME PAY VENDOR	WENDY HSU	DEVELOPER DEPOSIT REFUND-2740 STEEPLECHASE LN	100	22107	\$10,005.06
CHECK TOTAL							\$10,005.06
12309	6/18/2024	ONE TIME PAY VENDOR - CND REFUND	SALVADOR ISIDRO ARREOLA	1946 LOS CERROS DRIVE	100	22105	\$250.00

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$250.00
12310	6/18/2024	PARKWOOD LANDSCAPE MAINTENANCE INC		LANDSCAPE MAINTENANCE (PARKS-MAY2024)	100510	55505	\$3,014.61
	6/18/2024	PARKWOOD LANDSCAPE MAINTENANCE INC		LANDSCAPE MAINTENANCE (PARKS-MAY2024)	100630	55505	\$31,193.12
						CHECK TOTAL	\$34,207.73
12311	6/18/2024	PBLA ENGINEERING INC		DESIGN SERVICES MAY2024	301630	56104	\$1,250.00
						CHECK TOTAL	\$1,250.00
12312	6/18/2024	PLANET HEADSET INC		SUPPLIES FOR SPECIAL EVENTS	100520	51200	\$639.95
						CHECK TOTAL	\$639.95
12313	6/18/2024	PROTECTION ONE INC		ALARM MONITORING (CITYHALLO62924-072824) FY24-25	100620	52320	\$41.74
						CHECK TOTAL	\$41.74
12314	6/18/2024	PUBLIC STORAGE #23051		PARKS AND RECREATION OFF SITE STORAGE UNITS	100520	52302	\$836.00
	6/18/2024	PUBLIC STORAGE #23051		PARKS AND RECREATION OFF SITE STORAGE UNITS	100520	52302	\$798.00
						CHECK TOTAL	\$1,634.00
12315	6/18/2024	REGIONAL TAP SERVICE CENTER		FOOTHILL PASSES - MAY 2023	206650	55610	\$522.44
	6/18/2024	REGIONAL TAP SERVICE CENTER		FOOTHILL PASSES - MAY 2023	206650	55620	\$2,089.76
						CHECK TOTAL	\$2,612.20
12316	6/18/2024	RKA CONSULTING GROUP		BUILDING AND SAFETY SERVICES-APRIL 2024	100420	55100	\$65,269.17
						CHECK TOTAL	\$65,269.17
12317	6/18/2024	ROSS CREATIONS		SOUND SERVICES FOR CONCERTS IN THE PARK	100520	55300	\$6,740.00
						CHECK TOTAL	\$6,740.00
12318	6/18/2024	SC FUELS		FLEET VEHICLE FUEL (051624-053124) FY23-24	502430	52330	\$39.51
	6/18/2024	SC FUELS		FLEET VEHICLE FUEL (051624-053124) FY23-24	502620	52330	\$244.25
	6/18/2024	SC FUELS		FLEET VEHICLE FUEL (051624-053124) FY23-24	502655	52330	\$696.53
	6/18/2024	SC FUELS		FLEET VEHICLE FUEL (051624-053124) FY23-24	502630	52330	\$834.70

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$1,814.99
12319	6/18/2024	SITEIMPROVE INC		ANNUAL SUBSCRIPTION - 6/24/24-6/24/25	100230	52314	\$6,665.83
						CHECK TOTAL	\$6,665.83
12320	6/18/2024	SOCIAL VOCATIONAL SERVICES		LITTER AND WEED REMOVAL (MAY 2024) FY23-24	100645	55528	\$3,113.00
						CHECK TOTAL	\$3,113.00
12321	6/18/2024	SPECTRUM BUSINESS		INTERNET SVCS - HERITAGE PK JUN 2024	100230	54030	\$274.98
	6/18/2024	SPECTRUM BUSINESS		CABLE TV SVCS - DBC MAY 2024	100230	54030	\$132.63
						CHECK TOTAL	\$407.61
12322	6/18/2024	ST DENIS CHURCH		FY 23/24 COMMUNITY EVENT	101110	52600	\$1,000.00
						CHECK TOTAL	\$1,000.00
12323	6/18/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2024	225	21107	\$0.49
	6/18/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2024	225	21113	\$1.65
	6/18/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2024	203	21107	\$1.99
	6/18/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2024	204	21107	\$1.99
	6/18/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2024	239	21107	\$3.02
	6/18/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2024	241	21107	\$3.02
	6/18/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2024	238	21107	\$3.98
	6/18/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2024	203	21113	\$4.21
	6/18/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2024	204	21113	\$4.21
	6/18/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2024	239	21113	\$10.75
	6/18/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2024	241	21113	\$10.75
	6/18/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2024	207	21107	\$15.07

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	6/18/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2024	238	21113	\$15.43
	6/18/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2024	201	21113	\$21.83
	6/18/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2024	206	21107	\$23.02
	6/18/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2024	201	21107	\$27.30
	6/18/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2024	207	21113	\$50.48
	6/18/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2024	206	21113	\$51.36
	6/18/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2024	250	21107	\$74.91
	6/18/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2024	250	21113	\$128.15
	6/18/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2024	100	21107	\$1,626.79
	6/18/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2024	100	21113	\$2,290.77
						CHECK TOTAL	\$4,371.17
12324	6/18/2024	TALEWISE LLC		DAY CAMP ENTERTAINMENT	100520	55315	\$400.00
						CHECK TOTAL	\$400.00
12325	6/18/2024	TASC		FSA FEES	100220	52515	\$148.40
						CHECK TOTAL	\$148.40
12326	6/18/2024	THE GAS COMPANY		DBC (051324-061224)	100510	52215	\$978.37
	6/18/2024	THE GAS COMPANY		HERITAGE PARK (050124-061124) FY23-24	100630	52215	\$39.91
	6/18/2024	THE GAS COMPANY		CITYHALL (050924-061024) FY23-24	100620	52215	\$54.98
						CHECK TOTAL	\$1,073.26
12327	6/18/2024	THE SAN GABRIEL VALLEY NEWSPAPER GR		LEGAL AD-CITY COUNCIL MTG 6/18/24-DCA PL22-59	100410	52160	\$685.69
						CHECK TOTAL	\$685.69
12328	6/18/2024	THE SAUCE CREATIVE SERVICES INC		SIGNAGE FOR CONCERTS IN THE PARK	100520	52110	\$1,356.16

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	6/18/2024	THE SAUCE CREATIVE SERVICES INC		FLYERS FOR CONCERTS IN THE PARK	100520	52110	\$1,730.93
						CHECK TOTAL	\$3,087.09
12329	6/18/2024	THE SAWDUST FACTORY		DAY CAMP EXCURSION	100520	53520	\$600.00
						CHECK TOTAL	\$600.00
12330	6/18/2024	THE TAIT GROUP INC		ENGR/VARIOUS TRAFFIC-RELATED PROJ - MAY 2024	100615	54410	\$1,100.00
						CHECK TOTAL	\$1,100.00
12331	6/18/2024	TORTI GALLAS AND PARTNERS INC		TOWN CENTER SPECIFIC PLAN-MAY 2024	103410	54900	\$22,583.75
						CHECK TOTAL	\$22,583.75
12332	6/18/2024	TURBOSCAPE INC		CONTRACT WITHHOLDING: 24000083 RETENTIONS	504	29004	\$390.00
	6/18/2024	TURBOSCAPE INC		CONTRACT WITHHOLDING: 24000083 RETENTIONS	100	29004	\$1,144.00
						CHECK TOTAL	\$1,534.00
12333	6/18/2024	TYLER TECHNOLOGIES INC		ELM PROJECT MGMT HOURS-6/3-6/4/2024	503230	56135	\$2,400.00
						CHECK TOTAL	\$2,400.00
12334	6/18/2024	ULINE INC		FY2024-25 EMERGENCY PREP SUPPLIES	100350	51200	\$1,578.37
						CHECK TOTAL	\$1,578.37
12335	6/18/2024	UNDERGROUND SERVICE ALERT OF SO CA		USA DIGALERT - MONTHLY SERVICE - MAY 2024	100610	54900	\$405.50
	6/18/2024	UNDERGROUND SERVICE ALERT OF SO CA		CA STATE FEE - US DIGALERT - JUNE 2024	100610	54900	\$55.42
						CHECK TOTAL	\$460.92
12336	6/18/2024	UNITED RECORDS MANAGEMENT INC		OFF SITE STORAGE BACK-UP TAPES-JUNE 2024	100230	55000	\$594.00
						CHECK TOTAL	\$594.00
12337	6/18/2024	VALLEY VISTA SERVICES, INC.		STREET SWEEPING SERVICES (050624-052424) FY23-24	100655	55510	\$11,275.20
						CHECK TOTAL	\$11,275.20
12338	6/18/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JUNE 2024	225	21108	\$1.15
	6/18/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JUNE 2024	203	21108	\$3.22

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	6/18/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JUNE 2024	204	21108	\$3.22
	6/18/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JUNE 2024	239	21108	\$8.27
	6/18/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JUNE 2024	241	21108	\$8.27
	6/18/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JUNE 2024	238	21108	\$13.23
	6/18/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JUNE 2024	201	21108	\$16.12
	6/18/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JUNE 2024	206	21108	\$47.35
	6/18/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JUNE 2024	207	21108	\$51.56
	6/18/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JUNE 2024	250	21108	\$88.13
	6/18/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JUNE 2024	100	21108	\$1,930.92
						CHECK TOTAL	\$2,171.44
12339	6/18/2024	WW GRAINGER INC		FY2023-24 EMERGENCY PREP SUPPLIES	100350	51200	\$1,079.45
						CHECK TOTAL	\$1,079.45
12340	6/18/2024	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (DBC)	100510	51210	\$536.00
	6/18/2024	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (DBC)	100510	51210	\$135.39
	6/18/2024	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (PARKS)	100630	51200	\$209.43
	6/18/2024	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (DBC)	100510	51210	\$708.55
						CHECK TOTAL	\$1,589.37
12341	6/18/2024	WEST COAST ARBORISTS INC		TREE MAINTENANCE (STUMP REMOVE @ 22720 GOLD BUFF)	100645	55522	\$5,814.00
	6/18/2024	WEST COAST ARBORISTS INC		TREE MAINTENANCE (051624-053124)	100645	55522	\$17,931.75
						CHECK TOTAL	\$23,745.75
12342	6/18/2024	WHENTOWORK LLC		PARKS AND REC PT STAFF SCHEDULING	100510	54900	\$1,000.00
	6/18/2024	WHENTOWORK LLC		PARKS AND REC PT STAFF SCHEDULING	100520	54900	\$1,000.00
						CHECK TOTAL	\$2,000.00
12343	6/18/2024	WILD WONDERS		DAY CAMP ENTERTAINMENT	100520	55315	\$585.00
						CHECK TOTAL	\$585.00
12344	6/18/2024	YUNEX LLC		TS MAINTENANCE - MAY 2024	207650	55536	\$5,540.00
	6/18/2024	YUNEX LLC		TS RESPONSE DB-HV SIGNAL HEAD KNOCKED DOWN	207650	55536	\$2,373.00

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$7,913.00
12345	6/21/2024	TASC		FLEX SPENDING MEDICAL/CHILDCARE 06/21/2024	238	21118	\$10.67
	6/21/2024	TASC		FLEX SPENDING MEDICAL/CHILDCARE 06/21/2024	239	21118	\$10.67
	6/21/2024	TASC		FLEX SPENDING MEDICAL/CHILDCARE 06/21/2024	241	21118	\$10.67
	6/21/2024	TASC		FLEX SPENDING MEDICAL/CHILDCARE 06/21/2024	207	21118	\$29.32
	6/21/2024	TASC		FLEX SPENDING MEDICAL/CHILDCARE 06/21/2024	250	21118	\$36.69
	6/21/2024	TASC		FLEX SPENDING MEDICAL/CHILDCARE 06/21/2024	206	21118	\$81.47
	6/21/2024	TASC		FLEX SPENDING MEDICAL/CHILDCARE 06/21/2024	100	21118	\$1,836.79
						CHECK TOTAL	\$2,016.28
12346	6/21/2024	VANTAGEPOINT TRNSFR AGNTS- 303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 06/21/2024	225	21109	\$59.78
	6/21/2024	VANTAGEPOINT TRNSFR AGNTS- 303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 06/21/2024	201	21109	\$92.60
	6/21/2024	VANTAGEPOINT TRNSFR AGNTS- 303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 06/21/2024	239	21109	\$141.34
	6/21/2024	VANTAGEPOINT TRNSFR AGNTS- 303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 06/21/2024	241	21109	\$141.34
	6/21/2024	VANTAGEPOINT TRNSFR AGNTS- 303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 06/21/2024	250	21109	\$224.23
	6/21/2024	VANTAGEPOINT TRNSFR AGNTS- 303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 06/21/2024	206	21109	\$246.67
	6/21/2024	VANTAGEPOINT TRNSFR AGNTS- 303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 06/21/2024	207	21109	\$266.91
	6/21/2024	VANTAGEPOINT TRNSFR AGNTS- 303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 06/21/2024	238	21109	\$282.68

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	6/21/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 06/21/2024	100	21109	\$14,751.13
						CHECK TOTAL	\$16,206.68
12347	6/21/2024	CALPERS		PENSION CONTRIBUTION 6/01/24-6/14/24 & 6/1-30/2024	225	21110	\$50.28
	6/21/2024	CALPERS		PENSION CONTRIBUTION 6/01/24-6/14/24 & 6/1-30/2024	204	21110	\$73.71
	6/21/2024	CALPERS		PENSION CONTRIBUTION 6/01/24-6/14/24 & 6/1-30/2024	203	21110	\$73.72
	6/21/2024	CALPERS		PENSION CONTRIBUTION 6/01/24-6/14/24 & 6/1-30/2024	239	21110	\$191.41
	6/21/2024	CALPERS		PENSION CONTRIBUTION 6/01/24-6/14/24 & 6/1-30/2024	241	21110	\$191.41
	6/21/2024	CALPERS		PENSION CONTRIBUTION 6/01/24-6/14/24 & 6/1-30/2024	238	21110	\$271.25
	6/21/2024	CALPERS		PENSION CONTRIBUTION 6/01/24-6/14/24 & 6/1-30/2024	201	21110	\$442.74
	6/21/2024	CALPERS		PENSION CONTRIBUTION 6/01/24-6/14/24 & 6/1-30/2024	207	21110	\$765.34
	6/21/2024	CALPERS		PENSION CONTRIBUTION 6/01/24-6/14/24 & 6/1-30/2024	206	21110	\$931.83
	6/21/2024	CALPERS		PENSION CONTRIBUTION 6/01/24-6/14/24 & 6/1-30/2024	250	21110	\$1,914.04
	6/21/2024	CALPERS		PENSION CONTRIBUTION 6/01/24-6/14/24 & 6/1-30/2024	100	21110	\$41,687.14
						CHECK TOTAL	\$46,592.87
12349	6/24/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 20439 GOLDEN SPRINGS PED - TC-1	100655	52210	\$107.42
						CHECK TOTAL	\$107.42
12350	6/24/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 20791 GOLDEN SPRINGS - TC-1	100655	52210	\$120.18
						CHECK TOTAL	\$120.18
12352	6/25/2024	SOUTHERN CALIFORNIA EDISON		GS-1 - 2838 S DBB PED - GS-1	100655	52210	\$98.70
						CHECK TOTAL	\$98.70
12353	6/25/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 717 GRAND AVE. - TC-1	100655	52210	\$132.93
						CHECK TOTAL	\$132.93

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
12354	6/25/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 801 S LEMON/VARIOUS - TC-1	100655	52210	\$324.20
						CHECK TOTAL	\$324.20
12355	6/25/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 20781 PATHFINDER RD - TC-1	100655	52210	\$111.06
						CHECK TOTAL	\$111.06
12356	6/25/2024	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 2746 S BREA CYN RD BPED - LS-3	100655	52210	\$68.68
						CHECK TOTAL	\$68.68
12357	6/25/2024	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 3564 S BREA CYN RD BPED - LS-3	100655	52210	\$34.22
						CHECK TOTAL	\$34.22
12358	6/25/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 1611 S BREA CYN RD - TC-1	100655	52210	\$79.09
						CHECK TOTAL	\$79.09
12359	6/25/2024	SOUTHERN CALIFORNIA EDISON		GS-1 - 1215 S BREA CYN RD - GD-1	100655	52210	\$92.16
						CHECK TOTAL	\$92.16
12360	6/25/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 21250 GOLDEN SPRINGS PED - TC-1	100655	52210	\$77.64
						CHECK TOTAL	\$77.64
12361	6/25/2024	SOUTHERN CALIFORNIA EDISON		CITYHALL (041524-051324) FY23-24	100620	52210	\$13,456.54
						CHECK TOTAL	\$13,456.54
12362	6/25/2024	SOUTHERN CALIFORNIA EDISON		CITYHALL (051424-061224) FY23-24	100620	52210	\$16,437.12
						CHECK TOTAL	\$16,437.12
12363	6/25/2024	SOUTHERN CALIFORNIA EDISON		21208 WASHINGTON AVE (051024-061024) FY23-24	100630	52210	\$16.10
						CHECK TOTAL	\$16.10
12364	6/25/2024	SOUTHERN CALIFORNIA EDISON		GS-1 - 23331 GOLDEN SPRINGS DE PED - GS-1	100655	52210	\$92.44
						CHECK TOTAL	\$92.44
12365	6/25/2024	SOUTHERN CALIFORNIA EDISON		633 GRAND AVE (050924-060924) FY23-24	238638	52210	\$89.75
						CHECK TOTAL	\$89.75

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
12367	6/26/2024	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 1003 GOLDEN SPRINGS - LS-2	100655	52210	\$119.61
CHECK TOTAL							\$119.61
12372	7/2/2024	1ST JON INC		RESTROOM & SINK RENTALS FOR CONCERTS 6.19.24	100520	55300	\$999.68
CHECK TOTAL							\$999.68
12373	7/2/2024	AARON STANLEY TALALAY		CONTRACT CLASS INSTRUCTOR	100520	55320	\$459.00
CHECK TOTAL							\$459.00
12374	7/2/2024	ALISHA PATTERSON		INSTRUCTOR PAYMENT - ENRICHMENT - SUM 24	100520	55320	\$960.00
CHECK TOTAL							\$960.00
12375	7/2/2024	ALL CITY MANAGEMENT SERVICES INC		CROSSING GUARD SERVICES - 5/12/24-5/25/24	100310	55412	\$13,931.40
	7/2/2024	ALL CITY MANAGEMENT SERVICES INC		CROSSING GUARD SERVICES - 5/26/24-6/8/24	100310	55412	\$4,661.88
CHECK TOTAL							\$18,593.28
12376	7/2/2024	AMERICOMP TONER & REPAIR LLC		SUPPLIES - TONER	100230	52314	\$3,216.96
CHECK TOTAL							\$3,216.96
12377	7/2/2024	EIDIM GROUP INC		WINDMILL/WILLOW RM A/V & PROD (PYMT#1) FY23-24	301630	56104	\$14,050.00
CHECK TOTAL							\$14,050.00
12378	7/2/2024	ANDREW WONG		PARKS AND REC COMMISSION STIPEND	100520	52525	\$45.00
CHECK TOTAL							\$45.00
12379	7/2/2024	APOLLO WOOD RECOVERY INC		WOOD FIBER CHIPS INSTALLATION (DIAMOND CYN PRK)	100630	52320	\$3,938.61
CHECK TOTAL							\$3,938.61
12380	7/2/2024	JOHN E BISHOP		INSTRUCTOR PAYMENT - MARTIAL ARTS - WS 24	100520	55320	\$300.00
CHECK TOTAL							\$300.00
12381	7/2/2024	BLACK BIRD FIRE PROTECTION INC		ANNUAL FIRE EXT SERVICE (CITYHALL/VEHICLES) FY23-2	100510	52320	\$1,694.66
	7/2/2024	BLACK BIRD FIRE PROTECTION INC		ANNUAL FIRE EXT SERVICE (DBC) FY23-24	100510	52310	\$329.72

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	7/2/2024	BLACK BIRD FIRE PROTECTION INC		ANNUAL FIRE EXT SERVICE (PARK/HERITAGE) FY23-24	100630	52320	\$70.00
						CHECK TOTAL	\$2,094.38
12382	7/2/2024	BRIAN E WORTHINGTON		PARKS AND REC COMMISSION STIPEND	100520	52525	\$45.00
						CHECK TOTAL	\$45.00
12383	7/2/2024	BRIAN MARTINEZ		PHOTO SERVICES - CONCERTS IN THE PARK	100240	55000	\$860.00
						CHECK TOTAL	\$860.00
12384	7/2/2024	CALIFORNIA JPIA		ALL RISK PROPERTY INS PROGRAM-FY 24/25	501220	57202	\$78,423.00
	7/2/2024	CALIFORNIA JPIA		ANNUAL CONTRIBUTION - FY 24/25	100	21112	\$136,637.00
	7/2/2024	CALIFORNIA JPIA		ANNUAL CONTRIBUTION - FY 24/25	501220	57210	\$449,641.00
						CHECK TOTAL	\$664,701.00
12385	7/2/2024	CT & T CONCRETE PAVING INC		ROAD MAINTENANCE (ARTERIAL AREA-CORP CNTR) FY23-24	100655	55512	\$159,131.85
						CHECK TOTAL	\$159,131.85
12386	7/2/2024	CYNTHIA T QUAN		PARKS AND REC COMMISSION STIPEND	100520	52525	\$45.00
						CHECK TOTAL	\$45.00
12387	7/2/2024	DAPEER ROSENBLIT & LITVAK LLP		CODE ENF CITY PROSECUTOR-MAY 2024	100120	54024	\$2,702.84
						CHECK TOTAL	\$2,702.84
12388	7/2/2024	DEAN SIMONE		BAND FOR CONCERTS 6.26.24	100520	55300	\$1,500.00
						CHECK TOTAL	\$1,500.00
12389	7/2/2024	CAROL A DENNIS		MINUTES TRANSCRIPTION FOR COUNCIL MEETINGS IN JUN	100140	54900	\$150.00
						CHECK TOTAL	\$150.00
12390	7/2/2024	DEPARTMENT OF JUSTICE		LIVESCAN FEES	100220	52510	\$288.00
						CHECK TOTAL	\$288.00
12391	7/2/2024	EXTERIOR PRODUCTS CORP		MILITARY POSTING (ADD'L) FY23-24	100520	55300	\$589.59
						CHECK TOTAL	\$589.59
12392	7/2/2024	FRANCOISE S ZAMBRA		CONTRACT CLASS INSTRUCTOR	100520	55320	\$480.00
						CHECK TOTAL	\$480.00

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
12393	7/2/2024	FUN EXPRESS LLC		DAY CAMP SUPPLIES	100520	51200	\$520.15
	7/2/2024	FUN EXPRESS LLC		CONCERTS IN THE PARK SUPPLIES	100520	51200	\$588.38
	7/2/2024	FUN EXPRESS LLC		CONCERTS IN THE PARK SUPPLIES	100520	51200	\$88.95
	7/2/2024	FUN EXPRESS LLC		KINDER SKILLS AND RECREATION SUPPLIES	100520	51200	\$316.17
	7/2/2024	FUN EXPRESS LLC		DAY CAMP SUPPLIES	100520	51200	\$52.91
	7/2/2024	FUN EXPRESS LLC		SUPPLIES FOR DAY CAMP	100520	51200	\$258.49
	7/2/2024	FUN EXPRESS LLC		SUPPLIES FOR DAY CAMP	100520	51200	\$697.92
	7/2/2024	FUN EXPRESS LLC		SUPPLIES FOR DAY CAMP	100520	51200	\$609.40
						CHECK TOTAL	\$3,132.37
12394	7/2/2024	GERALDINE KELLER		INSTRUCTOR PAYMENT - CULINARY - SUM 24	100520	55320	\$18.00
						CHECK TOTAL	\$18.00
12395	7/2/2024	GOVCONNECTION INC		HP ALLETRA SERVER & HP DL380 SERVER	503230	56130	\$67,403.88
						CHECK TOTAL	\$67,403.88
12396	7/2/2024	WOODS MAINTENANCE SERVICES INC		HOMELESS ENCAMPMENT CLEANUP - WASHINGTON AVE 6/21	100130	54900	\$750.00
						CHECK TOTAL	\$750.00
12397	7/2/2024	H & L CHARTER CO INC		CHARTER SERVICES SENIOR EXCURSION	206520	55300	\$1,200.31
						CHECK TOTAL	\$1,200.31
12398	7/2/2024	HEATHER JEN CHANG		CONTRACT CLASS INSTRUCTOR- ART	100520	55320	\$546.00
						CHECK TOTAL	\$546.00
12399	7/2/2024	HIRSCH PIPE & SUPPLY INC		PARK & FACILITY MAINTENANCE SUPPLIES	100630	52320	\$677.11
						CHECK TOTAL	\$677.11
12400	7/2/2024	HODGMAN ENTERPRISES		PRINTING, MAILING OF JULY 2024 NEWSLETTER ISSUED FY24	100240	52110	\$3,761.67
						CHECK TOTAL	\$3,761.67
12401	7/2/2024	HUMANE SOCIETY OF POMONA VALLEY INC		IVHS ANIMAL CONTROL SERVICES IN MAY	100340	55404	\$38,714.67
						CHECK TOTAL	\$38,714.67
12402	7/2/2024	HYPERTEC USA INC		TV MONITORS & MOUNTS	503230	56130	\$1,154.67

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	7/2/2024	HYPERTec USA INC		TV MONITORS & MOUNTS	206650	56130	\$16,070.69
	7/2/2024	HYPERTec USA INC		TV MONITORS & MOUNTS	206650	56130	\$975.21
	7/2/2024	HYPERTec USA INC		TV MONITORS & MOUNTS	503230	56130	\$7,809.35
						CHECK TOTAL	\$26,009.92
12403	7/2/2024	JAMES EVENT PRODUCTION INC		DEPOSIT FOR WINDMILL LIGHTING EQUIPMENT	100520	55300	\$2,720.50
	7/2/2024	JAMES EVENT PRODUCTION INC		DEPOSIT FOR SNOW FEST ENTERTAINMENT AND EQUIPMENT	100520	55300	\$9,900.00
						CHECK TOTAL	\$12,620.50
12404	7/2/2024	JCL TRAFFIC SERVICES		ROAD MAINTENANCE SUPPLIES (FY23-24)	100655	51250	\$1,220.64
						CHECK TOTAL	\$1,220.64
12405	7/2/2024	JERMAR 29:11 INC		FINAL BALANCE - DAY CAMP EXCURSION	100520	53520	\$880.65
						CHECK TOTAL	\$880.65
12406	7/2/2024	LOS ANGELES COUNTY FIRE DEPARTMENT		2024/2025 ANNUAL PAYMENT	100330	55406	\$7,359.00
						CHECK TOTAL	\$7,359.00
12407	7/2/2024	LOS ANGELES COUNTY PUBLIC WORKS		SUMP PUMP MAINT SYCAMORE CYN PARK (040124-051524)	100630	52320	\$1,370.16
	7/2/2024	LOS ANGELES COUNTY PUBLIC WORKS		INDUSTRIAL WASTE SERVICES - MAY 2024	100610	55550	\$2,640.71
						CHECK TOTAL	\$4,010.87
12408	7/2/2024	LOS ANGELES COUNTY SHERIFF'S DEPT		FY2023-24 GEN LAW ENF SERVICES - APR 2024	100310	55400	\$657,980.44
	7/2/2024	LOS ANGELES COUNTY SHERIFF'S DEPT		FY2023-24 LAW ENF SERVICES CAV CHAPEL - APR 2024	100310	55402	\$10,792.07
	7/2/2024	LOS ANGELES COUNTY SHERIFF'S DEPT		FY2023-24 LAW ENF SERVICES STREET SWEEP APR 2024	100310	55402	\$159.00
						CHECK TOTAL	\$668,931.51
12409	7/2/2024	LOS ANGELES UNIFIED SCHOOL DISTRICT		BILINGUAL EXAM FEES	100220	54900	\$180.00
						CHECK TOTAL	\$180.00
12410	7/2/2024	LOWE'S BUSINESS ACCOUNT		PARK FAC. MAINT. SUPPLIES	100630	51200	\$120.13
	7/2/2024	LOWE'S BUSINESS ACCOUNT		PARK FAC.MAINT. SUPPLIES	100630	51200	\$52.47

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$172.60
12411	7/2/2024	LUCKY ART LA LLC		DAY CAMP EXCURSION	100520	53520	\$1,072.02
						CHECK TOTAL	\$1,072.02
12412	7/2/2024	MAC MEDIA GROUP LLC		USED OIL FILTER EXCHANGE EVENTBUS SHELTER CAMPAIGN	253180	52160	\$225.00
						CHECK TOTAL	\$225.00
12413	7/2/2024	MARTIN B FELGEN		INSTRUCTOR PAYMENT - STEM - SUM 24	100520	55320	\$3,011.40
						CHECK TOTAL	\$3,011.40
12414	7/2/2024	MATTHEW G PHAIRAS		BAND FOR CONCERTS 6.19.2024	100520	55300	\$2,500.00
						CHECK TOTAL	\$2,500.00
12415	7/2/2024	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD 41)	241641	52320	\$13,602.00
						CHECK TOTAL	\$13,602.00
12416	7/2/2024	MOBILE RELAY ASSOCIATES INC		REPEATER SERVICES FOR EMERGENCY PREPAREDNESS	100350	52300	\$78.75
						CHECK TOTAL	\$78.75
12417	7/2/2024	MT CALVARY LUTHERAN SCHOOL		YOUTH SOCCER GYM RENTAL	100520	52302	\$3,900.00
						CHECK TOTAL	\$3,900.00
12418	7/2/2024	NEOGOV		ANNUAL SUBSCRIPTION FEE-FY 24/25	100230	52314	\$5,156.62
						CHECK TOTAL	\$5,156.62
12419	7/2/2024	NEXTECH SYSTEMS INC		TRAFFIC SIGNAL BATTERY BACK-UP	100655	55536	\$14,455.73
						CHECK TOTAL	\$14,455.73
12420	7/2/2024	NICHOLS CONSULTING ENGINEERS, CHTD		RES & COLL & CURB RAMP AREAS 3, 4&5 THROUGH 6/7/24	301610	56101	\$11,012.50
						CHECK TOTAL	\$11,012.50
12421	7/2/2024	OAK TREE RECREATION LLC		REMAINING BALANCE - DAY CAMP EXCURSION	100520	53520	\$409.50
						CHECK TOTAL	\$409.50
12422	7/2/2024	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA		PRE-EMPLOYMENT PHYSICAL FEES	100220	52510	\$725.00
	7/2/2024	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA		PRE-EMPLOYMENT PHYSICAL FEES	100220	52510	\$443.00
						CHECK TOTAL	\$1,168.00

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
12423	7/2/2024	ONE TIME PAY VENDOR	ELLEN KANG	FACILITY DEPOSIT REFUND	100	20202	\$1,650.00
						CHECK TOTAL	\$1,650.00
12424	7/2/2024	ONE TIME PAY VENDOR	FRANCES DOWNS	RECREATION PROGRAM REFUND	100	20202	\$65.00
						CHECK TOTAL	\$65.00
12425	7/2/2024	ONE TIME PAY VENDOR	JUNGHYUN KANG	RECREATION PROGRAM REFUND	100	20202	\$1,625.00
						CHECK TOTAL	\$1,625.00
12426	7/2/2024	ONE TIME PAY VENDOR	LATINA BUSINESS STUDENT ASSOCIATION	FACILITY DEPOSIT REFUND	100	20202	\$200.00
						CHECK TOTAL	\$200.00
12427	7/2/2024	ONE TIME PAY VENDOR	MARLYN CARROLL	RECREATION PROGRAM REFUND	100	20202	\$21.25
						CHECK TOTAL	\$21.25
12428	7/2/2024	ONE TIME PAY VENDOR	MISSION KOO	RECREATION PROGRAM REFUND	100	20202	\$349.00
						CHECK TOTAL	\$349.00
12429	7/2/2024	ONE TIME PAY VENDOR	PAMELA JONG	RECREATION PROGRAM REFUND	100	20202	\$21.25
						CHECK TOTAL	\$21.25
12430	7/2/2024	ONE TIME PAY VENDOR	PO-CHIA LIN	RECREATION PROGRAM REFUND	100	20202	\$60.00
						CHECK TOTAL	\$60.00
12431	7/2/2024	ONE TIME PAY VENDOR	SALLY FONG	FACILITY DEPOSIT REFUND	100	20202	\$1,000.00
						CHECK TOTAL	\$1,000.00
12432	7/2/2024	ONE TIME PAY VENDOR	SUSAN NAKATA	FACILITY DEPOSIT REFUND	100	20202	\$200.00
						CHECK TOTAL	\$200.00
12433	7/2/2024	ONE TIME PAY VENDOR	SUZANNIE CASTANEDA	FACILITY DEPOSIT REFUND	100	20202	\$100.00
						CHECK TOTAL	\$100.00
12434	7/2/2024	ONE TIME PAY VENDOR	SUZIE TSENG	RECREATION PROGRAM REFUND	100	20202	\$150.00
						CHECK TOTAL	\$150.00
12435	7/2/2024	ONE TIME PAY VENDOR	TONI KRICKEL	RECREATION PROGRAM REFUND	100	20202	\$30.00
						CHECK TOTAL	\$30.00
12436	7/2/2024	ONE TIME PAY VENDOR	IVY WANG	FACILITY DEPOSIT REFUND	100	20202	\$100.00
						CHECK TOTAL	\$100.00

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
12437	7/2/2024	ONE TIME PAY VENDOR	JACQUELINE OCHOA	BUS LIC REFUND-LC2020-259	226	20602	\$4.00
	7/2/2024	ONE TIME PAY VENDOR	JACQUELINE OCHOA	BUS LIC REFUND-LC2020-259	100	48130	\$10.00
	7/2/2024	ONE TIME PAY VENDOR	JACQUELINE OCHOA	BUS LIC REFUND-LC2020-259	100	48140	\$70.00
						CHECK TOTAL	\$84.00
12438	7/2/2024	ONE TIME PAY VENDOR	NATALIE CALDERON	FACILITY REFUND	100	20202	\$4,902.60
							CHECK TOTAL \$4,902.60
12439	7/2/2024	ONE TIME PAY VENDOR	SAKINA ABOWATH	FACILITIES REFUND	100	20202	\$4,000.17
							CHECK TOTAL \$4,000.17
12440	7/2/2024	ONE TIME PAY VENDOR	TRICIA NEGRON	REIMB-MILEAGE CALPERS FORUM 10/2-10/4/23	100210	52420	\$115.94
							CHECK TOTAL \$115.94
12441	7/2/2024	ONE TIME PAY VENDOR - CND REFUND	RODERICK NEIGHBORS	C&D REFUND 21700 COPLEY DRIVE #360	100	22105	\$2,400.00
							CHECK TOTAL \$2,400.00
12442	7/2/2024	OPCO TRANSIT INC		FY 2023-24 DIAMOND RIDE SR TRANSP SVCS - MAY 2024	206650	55560	\$25,776.49
							CHECK TOTAL \$25,776.49
12443	7/2/2024	PAPER RECYCLING & SHREDDING		CITY HALL PAPER SHREDDING- JUNE 2024	250170	55000	\$105.00
							CHECK TOTAL \$105.00
12444	7/2/2024	PYRO COMM SYSTEMS INC		FIRE ALARM ANNUAL TESTING (HERITAGE PK 061424)	100630	52320	\$350.00
							CHECK TOTAL \$350.00
12445	7/2/2024	REINBERGER CORPORATION		BUSINESS CARDS	100130	52110	\$63.51
	7/2/2024	REINBERGER CORPORATION		BUSINESS CARDS	100140	52110	\$109.50
	7/2/2024	REINBERGER CORPORATION		BUSINESS CARDS	100130	52110	\$86.51
							CHECK TOTAL \$259.52
12446	7/2/2024	RETAIL MARKETING SERVICES INC		CART RETRIEVAL SERVICES- MAY 2024	250170	55000	\$20.00
							CHECK TOTAL \$20.00
12447	7/2/2024	ROTH STAFFING COMPANIES, LP		PW ADMIN TEMPORARY STAFFING - WEEK ENDING 06/09/24	100630	55000	\$1,080.00
							CHECK TOTAL \$1,080.00

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
12448	7/2/2024	SAMAN MAHMOOD		PARKS AND RECREATION COMMISSION STIPEND	100520	52525	\$45.00
						CHECK TOTAL	\$45.00
12449	7/2/2024	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS		ANNUAL MEMBERSHIP DUES-FY 24/25	100130	52400	\$6,818.73
	7/2/2024	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS		ANNUAL MEMBERSHIP DUES-FY 24/25	206650	52400	\$20,000.00
						CHECK TOTAL	\$26,818.73
12450	7/2/2024	SAN GABRIEL VALLEY REGIONAL HOUSING TRUST		MEMBERSHIP DUES - FY24/25	100130	52400	\$16,370.49
						CHECK TOTAL	\$16,370.49
12451	7/2/2024	SANTA BARBARA TRANSPORTATION CORP		BUS TRANSPORTATION FOR DAY CAMP ON 6.04.2024	206520	55315	\$510.79
	7/2/2024	SANTA BARBARA TRANSPORTATION CORP		BUS TRANSPORTATION FOR DAY CAMP ON 6.06.2024	206520	55315	\$472.95
	7/2/2024	SANTA BARBARA TRANSPORTATION CORP		BUS TRANSPORTATION FOR DAY CAMP ON 6.11.2024	206520	55315	\$567.54
	7/2/2024	SANTA BARBARA TRANSPORTATION CORP		BUS TRANSPORTATION FOR DAY CAMP ON 6.13.2024	206520	55315	\$472.95
	7/2/2024	SANTA BARBARA TRANSPORTATION CORP		BUS TRANSPORTATION FOR DAY CAMP ON 6.18.2024	206520	55315	\$472.95
	7/2/2024	SANTA BARBARA TRANSPORTATION CORP		BUS TRANSPORTATION FOR DAY CAMP ON 6.20.2024	206520	55315	\$472.95
						CHECK TOTAL	\$2,970.13
12452	7/2/2024	SC FUELS		FLEET VEHICLE FUEL (060124-061524) FY23-24	502630	52330	\$359.04
	7/2/2024	SC FUELS		FLEET VEHICLE FUEL (060124-061524) FY23-24	502620	52330	\$409.86
	7/2/2024	SC FUELS		FLEET VEHICLE FUEL (060124-061524) FY23-24	502655	52330	\$616.50
						CHECK TOTAL	\$1,385.40
12453	7/2/2024	SCMAF		CONTRACT CLASS INSURANCE	100520	55320	\$903.00
	7/2/2024	SCMAF		CONTRACT CLASS INSURANCE	100520	55320	\$770.00
						CHECK TOTAL	\$1,673.00
12454	7/2/2024	SIMPSON ADVERTISING INC		DESIGN OF JULY 2024 NEWSLETTER ISSUED FY2024	100240	54900	\$2,475.00

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	7/2/2024	SIMPSON ADVERTISING INC		COMMUNITY DEVELOPMENT HANDOUTS	100240	54900	\$985.00
	7/2/2024	SIMPSON ADVERTISING INC		KEEP IT LOCAL LOGO	100150	52405	\$775.00
	7/2/2024	SIMPSON ADVERTISING INC		BEERFEST FINAL AD/FLYER 2024	100150	52405	\$415.00
						CHECK TOTAL	\$4,650.00
12455	7/2/2024	SITEREP CONSTRUCTION SERVICES INC		CONTRACT WITHHOLDING: 24000081 RETENTIONS	100	29004	\$1,720.65
						CHECK TOTAL	\$1,720.65
12456	7/2/2024	SOL SHINE PRODUCTIONS		MOVIE SCREEN RENTALS - JUNE	100520	55300	\$6,775.00
						CHECK TOTAL	\$6,775.00
12457	7/2/2024	SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS		MEMBERSHIP & DUES FOR FY 2024-2025	100130	52400	\$7,503.00
						CHECK TOTAL	\$7,503.00
12458	7/2/2024	STAY GREEN INC		LANDSCAPE MAINTENANCE (CH-JUNE2024) FY23-24	100620	52320	\$1,172.00
	7/2/2024	STAY GREEN INC		LANDSCAPE MAINTENANCE (AS-NEEDED REPAIR 061224)	100620	52320	\$418.34
						CHECK TOTAL	\$1,590.34
12459	7/2/2024	STEPHEN QIU		PARKS AND REC COMMISSION STIPEND	100520	52525	\$45.00
						CHECK TOTAL	\$45.00
12460	7/2/2024	SWANK MOTION PICTURES INC		MOVIE LICENSING FOR 6.12.24	100520	55300	\$720.00
	7/2/2024	SWANK MOTION PICTURES INC		MOVIE LICENSING FOR 6.19.24	100520	55300	\$720.00
						CHECK TOTAL	\$1,440.00
12461	7/2/2024	TENNIS ANYONE INC		TENNIS INSTRUCTION 23-24	100520	55320	\$7,770.28
						CHECK TOTAL	\$7,770.28
12462	7/2/2024	THE JAY PARTICLE LLC		DAY CAMP ENTERTAINMENT	100520	55315	\$560.00
						CHECK TOTAL	\$560.00
12463	7/2/2024	THE SAUCE CREATIVE SERVICES INC		AD DESIGN FOR CONCERTS IN THE PARK	100520	52110	\$75.00
	7/2/2024	THE SAUCE CREATIVE SERVICES INC		DESIGN AND PRINT SERVICES FOR CONCERTS	100520	52110	\$2,476.73
						CHECK TOTAL	\$2,551.73

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
12464	7/2/2024	THREE VALLEYS MUNICIPAL WATER DISTRICT		JUNE 2024 LEADERSHIP BREAKFAST	100110	52410	\$70.00
						CHECK TOTAL	\$70.00
12465	7/2/2024	TOWN & COUNTRY EVENT RENTALS, LLC		EQUIPMENT RENTAL FOR CONCERTS IN THE PARK	100520	52300	\$3,516.91
						CHECK TOTAL	\$3,516.91
12466	7/2/2024	TRANE SERVICE GROUP INC		AC REPLACEMENT&AIR QUALITY UPGRADES (DBC)FY23-24	301630	56104	\$460,000.00
						CHECK TOTAL	\$460,000.00
12467	7/2/2024	TRIANGLE SPORTS INC		YOUTH SOCCER JERSEYS	100520	51200	\$1,004.38
						CHECK TOTAL	\$1,004.38
12468	7/2/2024	TYLER TECHNOLOGIES INC		ELM PROJECT MGMT HOURS - 6/18/2024	503230	56135	\$800.00
						CHECK TOTAL	\$800.00
12469	7/2/2024	ULINE INC		GREEN BUSINESS PROGRAM- ORGANICS LINERS	250170	56116	\$178.60
						CHECK TOTAL	\$178.60
12470	7/2/2024	UNITED STATES POSTAL SERVICE		BULK MAIL PERMIT #3339 POSTAGE FEES - REPLENISH	100240	52170	\$36,500.00
						CHECK TOTAL	\$36,500.00
12471	7/2/2024	VIDIFLO LLC		ON CALL SUPPORT OF CABLE CHANNEL EQUIPMENT	100240	55000	\$460.00
						CHECK TOTAL	\$460.00
12472	7/2/2024	WALNUT VALLEY UNIFIED SCHOOL DISTRICT		ADULT VOLLEYBALL RENTAL	100520	52302	\$191.25
						CHECK TOTAL	\$191.25
12473	7/2/2024	WALNUT VALLEY WATER DISTRICT		CITYHALLW (050124-053124)	100620	52220	\$954.55
	7/2/2024	WALNUT VALLEY WATER DISTRICT		D38W (050124-053124)	238638	52220	\$10,242.94
	7/2/2024	WALNUT VALLEY WATER DISTRICT		38RW (050124-053124)	238638	52220	\$1,281.57
	7/2/2024	WALNUT VALLEY WATER DISTRICT		D39W (050124-053124)	239639	52220	\$8,433.96
	7/2/2024	WALNUT VALLEY WATER DISTRICT		D41W (050124-053124)	241641	52220	\$5,482.96
	7/2/2024	WALNUT VALLEY WATER DISTRICT		DBCW (050124-053124)	100510	52220	\$535.71
	7/2/2024	WALNUT VALLEY WATER DISTRICT		PARKSW (050124-053124)	100630	52220	\$25,549.76

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	7/2/2024	WALNUT VALLEY WATER DISTRICT		PARKSRW (050124-053124)	100630	52220	\$1,660.55
						CHECK TOTAL	\$54,142.00
12474	7/2/2024	WEST COAST ARBORISTS INC		TREE MAINTENANCE D39 (SILVERTIP PARK) FY23-24	239639	55522	\$15,575.00
						CHECK TOTAL	\$15,575.00
12475	7/2/2024	WILDLIFE CORRIDOR CONSERVATION AUTH		MEMBERSHIP & DUES FY 24-25	100130	52400	\$500.00
						CHECK TOTAL	\$500.00
12476	7/2/2024	YOUTH EVOLUTION ACTIVITIES		CONTRACT CLASS INSTRUCTOR-YOUTH SPORTS	100520	55320	\$2,521.80
						CHECK TOTAL	\$2,521.80
						GRAND TOTAL	\$3,114,782.97

Agenda #: 5.3
Meeting Date: July 16, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **TREASURER'S STATEMENT.**
STRATEGIC
GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

Approve the June 2024 Treasurer's Statement.

FINANCIAL IMPACT:

None.

BACKGROUND/DISCUSSION:

Consistent with City policy, the Finance Department presents the monthly Treasurer's Statement to the City Council for review and approval. This statement shows the cash balances with a breakdown of various investment accounts and the yield to maturity from investments. This statement also includes an investment portfolio management report which details the activities of investments. All investments have been made in accordance with the City's Investment Policy.

PREPARED BY:



Jason Jacobsen, Finance Director

7/16/2024

REVIEWED BY:

Attachments:

1. 5.3.a Cash Balance Report - June 2024
2. 5.3.b Treasurer's Certification & Portfolio Report - June 2024

**CITY OF DIAMOND BAR - CITY TREASURER'S CASH BALANCE REPORT
AS OF JUNE 30, 2024**

CASH & INVESTMENT BALANCES

Cash Funds

General Account	\$3,393,073.49	
Payroll Account	\$0.00	
Change Fund - General Fund	\$600.00	
Petty Cash Account	\$700.00	
Cash With Fiscal Agent (US Bank 2021 Bonds)	<u>\$2,954.93</u>	
Total Cash Funds		<u>\$3,397,328.42</u>

City & LAIF Invested Funds (Book Value):

Local Agency Investment Fund	\$2,101,635.72	
City-Managed Fixed-Income Securities (0-5 year maturity)	<u>\$73,949,145.41</u>	
Total Investment Funds (Book Value)		<u>\$76,050,781.13</u>

Fiscal Year-To-Date Effective Rate of Return (City Funds & LAIF) 3.82% (12 Months)

Fiscal YTD Interest Earnings (City Funds & LAIF) \$2,751,228.63 (12 Months)

FY 2023-24 Budgeted Investment Earnings (City Funds & LAIF) \$987,450.00 (12 Months)

Invested Funds With OPEB Trust (Managed by CalPERS/State Street)

Annualized rate of return as of 03/31/2024 (since 2016, 7.75 yrs)	4.03%	
OPEB Trust Fiscal Year-To-Date Earnings	\$49,385.71 (12 Months)	<u>\$782,822.16</u>

GRAND TOTAL - CASH & INVESTMENTS

\$80,230,931.71

CITY OF DIAMOND BAR
INVESTMENT PORTFOLIO SUMMARY REPORT
June 30, 2024

INVESTMENTS	BOOK VALUE	PERCENT OF PORTFOLIO	TERM	DAYS TO MATURITY	YIELD TO MATURITY
Federal Credit Union CD	\$15,124,000.00	19.89%	1,355	959	4.263%
Local Agency Investment Fund	\$2,101,635.72	2.76%	1	1	4.360%
Corporate Notes	\$959,903.83	1.26%	1,570	1,288	4.989%
Federal Agency Coupon Securities	\$10,268,997.55	13.50%	1,356	719	4.345%
Federal Agency Discount-Amortizing	\$2,224,587.09	2.93%	239	85	5.018%
Treasury Coupon Securities	\$9,444,512.31	12.42%	1,266	518	2.678%
Federal Agency Callable	\$8,249,475.80	10.85%	1,648	567	2.523%
Certificates of Deposit-Banks	\$7,172,100.44	9.43%	1,590	953	3.537%
Municipal Bonds	\$1,841,768.11	2.42%	1,593	897	4.005%
Money Market Fund	\$18,663,800.28	24.54%	1	1	5.230%
Total Investments and Averages	\$76,050,781.13	100.00%	1,004	544	4.085%

MONTH ENDING
June 30, 2024

FISCAL YEAR-TO-DATE
2023-2024

TOTAL INTEREST EARNED	\$265,440.77	\$2,751,228.63

**Daniel
Fox**

Digitally signed by Daniel Fox
DN: cn=Daniel Fox, o, ou,
email=dfox@diamondbarca.gov, c=US
Date: 2024.07.09 16:27:14 -0700

Daniel Fox
City Treasurer

I certify that this report accurately reflects all City pooled investments and is in conformity with the investment policy of the City of Diamond Bar approved by City Council and on file in the City Clerk's office. The investment program herein provides sufficient cash flow liquidity to meet the next six months estimated expenditures.



City of Diamond Bar
Portfolio Management
Portfolio Summary
June 30, 2024

City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA
(909)839-7053

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C
Federal Credit Union CD	15,124,000.00	15,058,725.46	15,124,000.00	19.89	1,355	959	4.263
Local Agency Investment Funds	2,101,635.72	2,069,750.75	2,101,635.72	2.76	1	1	4.360
Corporate Notes	1,000,000.00	959,903.83	959,903.83	1.26	1,570	1,288	4.989
Federal Agency Coupon Securities	10,250,000.00	10,289,802.93	10,268,997.55	13.50	1,356	719	4.345
Federal Agency Disc. -Amortizing	2,250,000.00	2,224,587.09	2,224,587.09	2.93	239	85	5.018
Treasury Coupon Securities	9,500,000.00	9,263,670.05	9,444,512.31	12.42	1,266	518	2.678
Federal Agency Callable	8,250,000.00	7,892,179.88	8,249,475.80	10.85	1,648	567	2.523
Certificate of Deposit	7,216,000.00	7,031,931.67	7,172,100.44	9.43	1,590	953	3.537
Municipal Bonds	1,945,000.00	1,817,148.36	1,841,768.11	2.42	1,593	897	4.005
Money Market Fund	18,663,800.28	18,663,800.28	18,663,800.28	24.54	1	1	5.230
	76,300,436.00	75,271,500.30	76,050,781.13	100.00%	1,004	544	4.085
Investments							

Total Earnings	June 30	Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year		265,440.77	2,751,228.63	2,751,228.63
Average Daily Balance		79,046,993.50	71,822,769.20	
Effective Rate of Return		4.09%	3.82%	

July 09, 2024

Jason M. Jacobsen, Finance Director

Reporting period 06/01/2024-06/30/2024

Run Date: 07/09/2024 - 13:40

Portfolio POOL
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**City of Diamond Bar
Portfolio Management
Portfolio Details - Investments
June 30, 2024**

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Term Maturity	YTM/C	Maturity Date
Federal Credit Union CD											
03784JTK0	10443	Apple Bank For Savings		07/22/2022	248,000.00	248,000.00	248,000.00	3.200	731	21	07/22/2024
07181JAG9	10444	Baxter Credit Union		07/22/2022	248,000.00	248,000.00	248,000.00	3.150	731	21	07/22/2024
917352AA4	10454	Utah Community Fed Cr Union		07/27/2022	248,000.00	248,000.00	248,000.00	3.150	730	25	07/26/2024
00224TAL0	10528	A+ FEDERAL CU		01/27/2023	249,000.00	249,000.00	249,000.00	4.700	731	210	01/27/2025
219873AB2	10649	CORP AMERICA FAMILY CU		03/27/2024	248,000.00	248,000.00	248,000.00	5.250	365	269	03/27/2025
02589ACS9	10419	American Express Bank		05/18/2022	246,000.00	244,052.66	246,000.00	3.100	1,097	322	05/19/2025
90352RCM5	10424	US ALLIANCE FED CREDIT UNION		05/31/2022	249,000.00	246,987.08	249,000.00	3.100	1,095	333	05/30/2025
130162BL3	10621	CALIFORNIA CREDIT UNION		12/28/2023	243,000.00	243,000.00	243,000.00	5.100	550	364	06/30/2025
795451BQ5	10461	Sallie Mae Bank		07/06/2022	248,000.00	248,000.00	248,000.00	3.400	1,097	371	07/07/2025
37424PAG9	10570	GESA CREDIT UNION		07/31/2023	248,000.00	248,000.00	248,000.00	5.500	731	395	07/31/2025
20825WBC3	10474	Connexus CU		08/26/2022	248,000.00	248,000.00	248,000.00	3.500	1,096	421	08/26/2025
90353EBC6	10550	USF FCU		03/15/2023	249,000.00	249,000.00	249,000.00	5.050	915	441	09/15/2025
914242AA0	10492	UNIVERSITY CREDIT UNION		09/26/2022	249,000.00	249,000.00	249,000.00	4.000	1,096	452	09/26/2025
16863LAE5	10502	CHIEF FINANCIAL FCU		10/12/2022	249,000.00	249,000.00	249,000.00	4.600	1,098	470	10/14/2025
92348DAA7	10500	VERIDIAN CU		10/24/2022	249,000.00	249,000.00	249,000.00	4.500	1,096	480	10/24/2025
20367GBD0	10440	Community Commerce Bank		07/27/2022	248,000.00	248,000.00	248,000.00	3.050	1,280	575	01/27/2026
530520AC9	10530	LIBERTY FIRST CU		01/27/2023	249,000.00	249,000.00	249,000.00	4.500	1,096	575	01/27/2026
320165LR2	10648	FIRST FARMERS BK & TRUST		03/28/2024	249,000.00	249,000.00	249,000.00	4.850	671	576	01/28/2026
19123RAA0	10529	COCA-COLA FCU		01/31/2023	249,000.00	249,000.00	249,000.00	4.600	1,098	581	02/02/2026
39573LAV0	10255	GREENSTATE CREDIT UNION		02/26/2021	248,000.00	224,875.74	248,000.00	0.650	1,826	605	02/26/2026
59524LAA4	10549	MID CAROLINA CU		03/13/2023	249,000.00	249,000.00	249,000.00	4.850	1,096	620	03/13/2026
87868YAL7	10551	TECHNOLOGY CU		03/23/2023	249,000.00	249,000.00	249,000.00	5.000	1,096	630	03/23/2026
62847NEL6	10646	MVB BANK INC		03/27/2024	249,000.00	249,000.00	249,000.00	4.800	730	634	03/27/2026
68584JAV1	10675	Oregon Community Cred Un		06/07/2024	248,000.00	248,000.00	248,000.00	5.050	731	707	06/08/2026
722000AC0	10575	PIMA FEDERAL CREDIT		08/17/2023	248,000.00	248,000.00	248,000.00	5.300	1,096	777	08/17/2026
42228LAH4	10496	HEALTHCARE SYSTEMS FCU		09/21/2022	249,000.00	249,000.00	249,000.00	3.600	1,461	812	09/21/2026
91823MBE4	10499	VCC BANK		10/14/2022	249,000.00	249,000.00	249,000.00	4.250	1,461	835	10/14/2026
50625LBR3	10606	LAFAYETTE FCU		11/30/2023	248,000.00	248,000.00	248,000.00	5.250	1,096	882	11/30/2026
88709RBH1	10677	Timberland Bank Hoquaim		06/12/2024	249,000.00	249,000.00	249,000.00	4.850	912	893	12/11/2026
06251A3K4	10402	America's Credit Union		12/16/2021	248,000.00	227,139.23	248,000.00	1.350	1,826	898	12/16/2026
682325EK7	10676	One Community Bank		06/18/2024	249,000.00	249,000.00	249,000.00	4.850	913	900	12/18/2026
58404DUA7	10622	Medallion Bank		12/29/2023	248,000.00	248,000.00	248,000.00	4.500	1,096	911	12/29/2026
856285E98	10410	State Bank of India		01/31/2022	248,000.00	230,670.75	248,000.00	1.750	1,827	945	02/01/2027
849061AF3	10644	SPOKANE TEACHERS CR UN		03/25/2024	245,000.00	245,000.00	245,000.00	4.750	1,095	997	03/25/2027
23204HPM4	10678	Customers Bank		06/11/2024	244,000.00	244,000.00	244,000.00	4.850	1,095	1,075	06/11/2027
32114MBC0	10681	First Natl Bnk Blue Erth		06/20/2024	248,000.00	248,000.00	248,000.00	4.850	1,095	1,084	06/20/2027

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**City of Diamond Bar
Portfolio Management
Portfolio Details - Investments
June 30, 2024**

Page 2

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Term Maturity	YTM/C	Maturity Date
Federal Credit Union CD											
89235MNT4	10442	Toyota Financial SGS Bank		07/22/2022	248,000.00	248,000.00	248,000.00	3.400	1,826	1,116	3.400 07/22/2027
14042THZ3	10453	Capital One Bank USA		07/27/2022	248,000.00	248,000.00	248,000.00	3.500	1,826	1,121	3.500 07/27/2027
55026MAE5	10487	LUMINATE BANK		09/15/2022	249,000.00	249,000.00	249,000.00	3.400	1,826	1,171	3.400 09/15/2027
052392BT3	10495	AUSTIN TELCO FCU		09/21/2022	249,000.00	249,000.00	249,000.00	3.800	1,826	1,177	3.800 09/21/2027
472207AE9	10491	JEANNE D'ARC CREDIT UNION		09/30/2022	249,000.00	249,000.00	249,000.00	3.800	1,826	1,186	3.800 09/30/2027
06543PDA0	10494	BANK OF THE VALLEY NE		09/30/2022	249,000.00	249,000.00	249,000.00	4.100	1,826	1,186	4.100 09/30/2027
42869GAB2	10639	Hickam		01/31/2024	249,000.00	249,000.00	249,000.00	4.150	1,461	1,309	4.150 01/31/2028
011852AE0	10547	Alaska USA FCU		03/08/2023	249,000.00	249,000.00	249,000.00	4.600	1,827	1,346	4.600 03/08/2028
61690DQK7	10662	Morgan Stanley Bank		05/08/2024	244,000.00	244,000.00	244,000.00	4.700	1,461	1,407	4.700 05/08/2028
89854LAD5	10564	TTCU FED CU		07/26/2023	248,000.00	248,000.00	248,000.00	5.000	1,827	1,486	5.000 07/26/2028
534574AC2	10571	LINCOLN PARK COMMUNITY BANK		08/28/2023	248,000.00	248,000.00	248,000.00	5.000	1,827	1,519	5.000 08/28/2028
72221MAA1	10578	PINAL COUNTY FED CU		09/08/2023	248,000.00	248,000.00	248,000.00	5.700	1,827	1,530	5.700 09/08/2028
291916AG9	10596	Empower FED Credit Union		10/23/2023	248,000.00	248,000.00	248,000.00	5.100	1,827	1,575	5.100 10/23/2028
91739JAD7	10589	UTAH FIRST CD		10/30/2023	248,000.00	248,000.00	248,000.00	5.100	1,827	1,582	5.100 10/30/2028
98138MCA6	10590	WORKERS FCU		10/30/2023	248,000.00	248,000.00	248,000.00	5.200	1,827	1,582	5.200 10/30/2028
89839KAD7	10604	TRUSTSTAR BANK		11/22/2023	248,000.00	248,000.00	248,000.00	4.750	1,827	1,605	4.750 11/22/2028
77357DAB4	10607	ROCKLAND FCU		11/30/2023	248,000.00	248,000.00	248,000.00	5.000	1,827	1,613	5.000 11/30/2028
949764JY1	10617	Wells Fargo		12/27/2023	248,000.00	248,000.00	248,000.00	4.100	1,827	1,640	4.100 12/27/2028
17783PAK7	10625	City Federal Credit Union		01/18/2024	249,000.00	249,000.00	249,000.00	4.000	1,827	1,662	4.000 01/18/2029
654062LP1	10643	NICOLET NATIONAL BANK		03/08/2024	249,000.00	249,000.00	249,000.00	4.250	1,826	1,711	4.250 03/08/2029
91527PCF2	10651	Univest Bank & Trust Co.		03/13/2024	249,000.00	249,000.00	249,000.00	4.250	1,826	1,716	4.250 03/13/2029
12481GAZ0	10663	CBC Federal Credit Union		05/14/2024	249,000.00	249,000.00	249,000.00	4.650	1,826	1,778	4.650 05/14/2029
32026U5U6	10664	First Foundation Bank		05/22/2024	244,000.00	244,000.00	244,000.00	4.600	1,826	1,786	4.600 05/22/2029
93883MBA5	10674	WASHINGTON FINANCIAL		05/31/2024	244,000.00	244,000.00	244,000.00	4.500	1,826	1,795	4.500 05/31/2029
07371BWA5	10679	Beal Bank-Plano TX		06/12/2024	244,000.00	244,000.00	244,000.00	4.650	1,820	1,801	4.650 06/06/2029
Subtotal and Average			14,481,000.00		15,124,000.00	15,058,725.46	15,124,000.00		1,355	959	4.263
Local Agency Investment Funds											
LAIF	10028	Local Agency Investment Fund			2,101,635.72	2,069,750.75	2,101,635.72	4.360	1	1	4.360
Subtotal and Average			2,101,635.72		2,101,635.72	2,069,750.75	2,101,635.72		1	1	4.360
Corporate Notes											
06048WR36	10515	Bank of America Corp.		12/27/2022	500,000.00	460,462.53	460,462.53	2.000	1,638	1,086	5.000 06/22/2027
24422EXB0	10668	JOHN DEERE CAPITAL CORP		05/29/2024	500,000.00	499,441.30	499,441.30	4.950	1,507	1,474	4.979 07/14/2028
Subtotal and Average			959,362.97		1,000,000.00	959,903.83	959,903.83		1,570	1,288	4.989

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**City of Diamond Bar
Portfolio Management
Portfolio Details - Investments
June 30, 2024**

Page 3

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Term Maturity	YTM/C	Maturity Date
Federal Agency Coupon Securities											
3130AT6G7	10483	Federal Home Loan Bank		09/22/2022	750,000.00	749,141.01	749,141.01	3.500	722	74	4.100 09/13/2024
3130ATVD6	10533	Federal Home Loan Bank		02/22/2023	750,000.00	749,737.80	749,737.80	4.875	569	74	5.058 09/13/2024
3133EPBH7	10543	Federal Farm Credit Bank		03/01/2023	500,000.00	499,429.86	499,429.86	4.750	723	235	4.939 02/21/2025
3133ENZG8	10458	Federal Farm Credit Bank		07/11/2022	500,000.00	500,911.55	500,911.55	3.375	1,075	354	3.176 06/20/2025
313373B68	10537	Federal Home Loan Bank		02/27/2023	500,000.00	498,078.57	498,078.57	4.375	1,110	620	4.619 03/13/2026
3130ASJ59	10447	Federal Home Loan Bank		07/18/2022	1,000,000.00	1,004,243.95	1,004,243.95	3.375	1,425	711	3.141 06/12/2026
3133EPQC2	10572	Federal Farm Credit Bank		08/02/2023	1,000,000.00	999,308.92	999,308.92	4.625	1,080	746	4.661 07/17/2026
45818WED4	10498	INTER-AMERICAN DEV. BANK		09/13/2022	500,000.00	492,598.79	492,598.79	2.980	1,731	1,074	3.902 06/10/2027
3130ASGU7	10432	Federal Home Loan Bank		06/16/2022	1,000,000.00	1,020,268.00	999,462.62	3.500	1,821	1,075	3.520 06/11/2027
3130AXMQ8	10588	Federal Home Loan Bank		10/30/2023	1,000,000.00	1,000,000.00	1,000,000.00	5.600	1,460	120	5.600 10/29/2027
3133EPCG8	10545	Federal Farm Credit Bank		03/01/2023	1,000,000.00	995,691.40	995,691.40	4.125	1,736	1,248	4.267 12/01/2027
3130AWMN7	10563	Federal Home Loan Bank		07/21/2023	500,000.00	503,500.64	503,500.64	4.375	1,785	1,439	4.177 06/09/2028
17325FBB3	10631	CITIBANK		01/30/2024	750,000.00	776,892.44	776,892.44	5.803	1,704	1,551	4.847 09/29/2028
3130B0N70	10645	Federal Home Loan Bank		03/27/2024	500,000.00	500,000.00	500,000.00	4.850	1,826	634	4.850 03/27/2029
Subtotal and Average			11,168,824.24		10,250,000.00	10,289,802.93	10,268,997.55		1,356	719	4.345
Federal Agency Disc. -Amortizing											
313384A58	10626	Federal Home Loan Bank		01/29/2024	750,000.00	746,686.67	746,686.67	4.970	186	32	5.169 08/02/2024
313384J75	10627	Federal Home Loan Bank		01/29/2024	750,000.00	740,251.04	740,251.04	4.775	252	98	4.975 10/07/2024
313384N39	10628	Federal Home Loan Bank		01/29/2024	750,000.00	737,649.38	737,649.38	4.705	280	126	4.910 11/04/2024
Subtotal and Average			2,220,221.98		2,250,000.00	2,224,587.09	2,224,587.09		239	85	5.018
Treasury Coupon Securities											
912828Y87	10434	U.S. Treasury		06/08/2022	1,000,000.00	975,742.00	999,222.74	1.750	784	30	2.730 07/31/2024
91282CED9	10415	U.S. Treasury		03/22/2022	3,000,000.00	2,903,439.00	2,989,048.30	1.750	1,089	257	2.290 03/15/2025
91282CEU1	10459	U.S. Treasury		07/08/2022	1,000,000.00	998,399.13	998,399.13	2.875	1,073	349	3.051 06/15/2025
9128285C0	10456	U.S. Treasury		07/11/2022	1,000,000.00	998,123.41	998,123.41	3.000	1,177	456	3.158 09/30/2025
9128285J5	10445	U.S. Treasury		07/18/2022	1,000,000.00	998,416.03	998,416.03	3.000	1,201	487	3.125 10/31/2025
91282CDQ1	10403	U.S. Treasury		01/04/2022	1,000,000.00	925,664.00	997,416.22	1.250	1,822	913	1.357 12/31/2026
91282CEW7	10436	U.S. Treasury		07/14/2022	1,000,000.00	1,006,509.21	1,006,509.21	3.250	1,812	1,094	3.014 06/30/2027
91282CEE7	10654	U.S. Treasury		04/08/2024	500,000.00	457,377.27	457,377.27	2.375	1,818	1,734	4.393 03/31/2029
Subtotal and Average			10,409,177.18		9,500,000.00	9,263,670.05	9,444,512.31		1,266	518	2.678
Federal Agency Callable											
3134GYE57	10527	Federal Home Loan Mtg Corp		01/26/2023	500,000.00	500,000.00	500,000.00	5.020	547	25	5.020 07/26/2024
3133EMVS8	10259	Federal Farm Credit Bank		04/14/2021	500,000.00	468,659.00	500,000.00	0.690	1,461	287	0.690 04/14/2025

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**City of Diamond Bar
Portfolio Management
Portfolio Details - Investments
June 30, 2024**

Page 4

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Term Maturity	YTM/C	Maturity Date
Federal Agency Callable											
3133EREU1	10667	Federal Farm Credit Bank		05/29/2024	500,000.00	499,722.88	499,722.88	5.000	537	504	11/17/2025
3130AL7M0	10254	Federal Home Loan Bank		02/24/2021	500,000.00	460,993.50	499,752.92	0.625	1,826	54	02/24/2026
3133EMSH6	10258	Federal Farm Credit Bank		03/03/2021	500,000.00	463,515.50	500,000.00	0.790	1,826	610	03/03/2026
3133ENKG4	10397	Federal Farm Credit Bank		01/11/2022	1,000,000.00	933,642.00	1,000,000.00	1.470	1,826	924	01/11/2027
3133ENMA5	10405	Federal Farm Credit Bank		01/26/2022	1,500,000.00	1,417,582.50	1,500,000.00	1.840	1,826	939	01/26/2027
3130AQKJ1	10406	Federal Home Loan Bank		01/28/2022	1,500,000.00	1,398,064.50	1,500,000.00	1.700	1,826	27	01/28/2027
3133ENH52	10475	Federal Farm Credit Bank		08/23/2022	500,000.00	500,000.00	500,000.00	4.030	1,826	1,148	08/23/2027
3130AUDL5	10513	Federal Home Loan Bank		12/30/2022	750,000.00	750,000.00	750,000.00	4.550	1,826	182	12/30/2027
3010B07G8	10641	Federal Home Loan Bank		02/26/2024	500,000.00	500,000.00	500,000.00	5.000	1,827	1,701	02/26/2029
Subtotal and Average			8,924,409.25		8,250,000.00	7,892,179.88	8,249,475.80		1,648	567	2.523
Certificate of Deposit											
29278TKJ8	10230	EnerBank USA		08/07/2019	247,000.00	241,213.04	247,000.00	2.150	1,827	37	08/07/2024
75472RAE1	10233	Raymond James Bank NA		08/23/2019	247,000.00	240,310.01	247,000.00	2.000	1,827	53	08/23/2024
14042RRH6	10429	Capital One Bank		05/18/2022	248,000.00	246,036.83	248,000.00	3.100	1,097	322	05/19/2025
87165GR79	10430	Synchrony Bank		05/20/2022	248,000.00	246,033.11	248,000.00	3.100	1,096	323	05/20/2025
48128UDS5	10250	JP Morgan Chase		05/28/2020	248,000.00	231,727.23	248,000.00	1.050	1,826	331	05/28/2025
254673F68	10431	Discover Bank		06/01/2022	246,000.00	244,005.19	246,000.00	3.100	1,097	336	06/02/2025
59001PAS8	10457	Meritrust Fed CU		07/08/2022	248,000.00	248,000.00	248,000.00	3.350	1,096	372	07/08/2025
066519QK8	10256	BANK UNITED NA		03/05/2021	248,000.00	224,768.35	248,000.00	0.650	1,826	612	03/05/2026
70320KAX9	10257	Pathfinder Bank		03/11/2021	249,000.00	225,981.94	249,000.00	0.700	1,826	618	03/11/2026
70962LBH4	10414	Pentagon Federal Credit Union		03/22/2022	248,000.00	234,447.30	248,000.00	1.800	1,462	630	03/23/2026
38149MZJ5	10260	Goldman Sachs Bank		09/08/2021	248,000.00	225,703.81	248,000.00	1.050	1,826	799	09/08/2026
90348JS92	10261	UBS Bank USA		09/09/2021	248,000.00	224,604.42	248,000.00	0.950	1,826	800	09/09/2026
89236TLD5	10670	Toyota MTR Credit Corp		05/29/2024	500,000.00	502,434.32	502,434.32	5.400	905	872	11/20/2026
23288UAA5	10555	Cy Fair FCU		05/19/2023	249,000.00	249,000.00	249,000.00	4.350	1,461	1,052	05/19/2027
88413QDM7	10455	Third Fed Savings & Loan		07/27/2022	245,000.00	245,000.00	245,000.00	3.400	1,826	1,121	07/27/2027
69353RFG8	10669	PNC BANK NA		05/29/2024	500,000.00	466,497.88	466,497.88	3.100	1,244	1,211	10/25/2027
882508CG7	10653	TEXAS INSTRUME		04/01/2024	750,000.00	753,613.72	753,613.72	4.600	1,774	1,683	02/08/2029
91282CKG5	10657	UST		04/22/2024	750,000.00	733,554.52	733,554.52	4.125	1,804	1,734	03/31/2029
3135GARH6	10655	Federal National Mtg Assn		04/16/2024	500,000.00	500,000.00	500,000.00	5.650	1,826	289	04/16/2029
3130BOYH6	10661	Federal Home Loan Bank		04/19/2024	500,000.00	500,000.00	500,000.00	5.010	1,826	1,753	04/19/2029
356436AR6	10658	Freedom Northwest CU		04/19/2024	249,000.00	249,000.00	249,000.00	4.550	1,826	1,753	04/19/2029
Subtotal and Average			7,178,295.44		7,216,000.00	7,031,931.67	7,172,100.44		1,590	953	3.537

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**City of Diamond Bar
Portfolio Management
Portfolio Details - Investments
June 30, 2024**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Term Maturity	YTM/C	Maturity Date
Municipal Bonds											
13077DMK5	10251	California St Univ Rev-Bond		09/17/2020	100,000.00	93,759.00	100,000.00	0.685	1,506	123	0.685 11/01/2024
13032UXM5	10253	CALIF STATE HLTH FACS AUTH		11/04/2020	250,000.00	231,621.25	250,000.00	0.952	1,670	335	0.952 06/01/2025
54438CYL0	10523	LOS ANGELES CA CMNTY CLG DIST		01/05/2023	365,000.00	340,577.50	340,577.50	1.174	1,304	761	4.700 08/01/2026
738850TA4	10522	POWAY UNIFIED SCHOOL DIST		01/04/2023	1,230,000.00	1,151,190.61	1,151,190.61	2.414	1,670	1,126	4.750 08/01/2027
Subtotal and Average			1,840,266.44		1,945,000.00	1,817,148.36	1,841,768.11		1,593	897	4.005
Wells Fargo Sweep Account											
SWEEP	10036	Wells Fargo		07/01/2012	0.00	0.00	0.00	0.010	1	1	0.010
Subtotal and Average			0.00		0.00	0.00	0.00		0	0	0.000
Money Market Fund											
857492888	10562	State Street Advisors		05/31/2023	18,663,800.28	18,663,800.28	18,663,800.28	5.230	1	1	5.230
52470G882	10561	Western Asset		05/25/2023	0.00	0.00	0.00	5.150	1	1	5.150
Subtotal and Average			19,763,800.28		18,663,800.28	18,663,800.28	18,663,800.28		1	1	5.230
Total and Average			79,046,993.50		76,300,436.00	75,271,500.30	76,050,781.13		1,004	544	4.085

City of Diamond Bar
Portfolio Management
Portfolio Details - Cash
June 30, 2024

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Term	Days to Maturity	YTM/C
Average Balance			0.00						0	0	
Total Cash and Investments			79,046,993.50		76,300,436.00	75,271,500.30	76,050,781.13		1,004	544	4.085

**City of Diamond Bar
Portfolio Management
Activity By Type
June 1, 2024 through June 30, 2024**

CUSIP	Investment #	Issuer	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Balance
Federal Credit Union CD							
07371BWA5	10679	Beal Bank-Plano TX	4.650	06/12/2024	244,000.00	0.00	
23204HPM4	10678	Customers Bank	4.850	06/11/2024	244,000.00	0.00	
32114MBC0	10681	First Natl Bnk Blue Erth	4.850	06/20/2024	248,000.00	0.00	
68584JAV1	10675	Oregon Community Cred Un	5.050	06/07/2024	248,000.00	0.00	
682325EK7	10676	One Community Bank	4.850	06/18/2024	249,000.00	0.00	
88709RBH1	10677	Timberland Bank Hoquaim	4.850	06/12/2024	249,000.00	0.00	
Subtotal					1,482,000.00	0.00	15,124,000.00
Local Agency Investment Funds (Monthly Summary)							
Subtotal							2,101,635.72
Corporate Notes							
Subtotal							959,903.83
Federal Agency Coupon Securities							
3130ASDS5	10460	Federal Home Loan Bank	2.750	06/28/2024	0.00	1,000,000.00	
Subtotal					0.00	1,000,000.00	10,268,997.55
Federal Agency Disc. -Amortizing							
Subtotal							2,224,587.09
Treasury Coupon Securities							
9128286Z8	10435	U.S. Treasury	1.750	06/30/2024	0.00	1,000,000.00	
Subtotal					0.00	1,000,000.00	9,444,512.31
Federal Agency Callable							
3134GXYM0	10433	Federal Home Loan Mtg Corp	3.125	06/28/2024	0.00	750,000.00	
Subtotal					0.00	750,000.00	8,249,475.80
Certificate of Deposit							
Subtotal							7,172,100.44
Municipal Bonds							
13032UXL7	10252	CALIF STATE HLTH FACS AUTH	0.752	06/01/2024	0.00	200,000.00	
Subtotal					0.00	200,000.00	1,841,768.11

City of Diamond Bar
Portfolio Management
Activity By Type
June 1, 2024 through June 30, 2024

CUSIP	Investment #	Issuer	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Balance
Wells Fargo Sweep Account							
Subtotal							0.00
Money Market Fund							
857492888	10562	State Street Advisors	5.230		84,431.92	2,500,000.00	
Subtotal					84,431.92	2,500,000.00	18,663,800.28
Total					1,566,431.92	5,450,000.00	76,050,781.13

Agenda #: 5.4
Meeting Date: July 16, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **DEVELOPMENT CODE AMENDMENT TO IMPLEMENT HOUSING PROGRAMS CONTAINED IN THE CERTIFIED 2021-2029 HOUSING ELEMENT AND TO CONFORM WITH STATE LAW (PL 2022-59).**
STRATEGIC GOAL: *Open, Engaged & Responsive Government*

RECOMMENDATION:

Approve for second reading by title only, waive full reading, and adopt Ordinance No. 03 (2024) (Development Code Amendment No. PL2022-59):

“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.

FINANCIAL IMPACT:

None.

BACKGROUND:

On June 18, 2024, the City Council conducted a public hearing and approved for first reading Ordinance No. 03 (2024) to amend Title 22 of the Diamond Bar City Code (“Development 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. There were no changes made to the Draft Ordinance as presented at the meeting. A copy of the June 18, 2024 staff report is included in Attachment 2 for reference. The City Council approved the first reading by a 5-0 vote.

Ordinance No. 03 (2024) (Attachment 1) is now being presented for its second reading by title only and adoption, and will become effective 30 days from July 16, 2024.

LEGAL REVIEW:

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

PREPARED BY:

Mayuko Nakajima

Mayuko Nakajima, Senior Planner

7/16/2024

REVIEWED BY:

Grace Lee

Grace Lee, Planning Manager

6/25/2024

Greg Gubman

Greg Gubman, Community Development Director

6/27/2024

Attachments:

1. 5.4.a Ordinance No. 03 (2024); Development Code Amendment PL2022-59
2. 5.4.b City Council Staff Report Dated June 18, 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.

WHEREAS, On November 3, 1998, the City of Diamond Bar adopted a Development Code (Title 22 of the Diamond Bar City Code);

WHEREAS, on December 17, 2019, the City Council adopted an updated General Plan to create a vision and blueprint for development through 2040;

WHEREAS, on August 11, 2022, the City Council adopted the City's 6th Cycle (2021-2029) General Plan Housing Element, which was subsequently found by the California Department of Housing and Community Development (HCD) to be in full compliance with State Housing Element Law (Article 10.6 of the Gov. Code) on October 5, 2022;

WHEREAS, the Development Code requires periodic updates to ensure consistency with City policies, new State laws, and to improve clarity to better serve the public;

WHEREAS, the proposed Development Code amendments correct various typographical errors and provide clarification related to certain Code provisions, update Code provisions to conform to changes in State laws, and implement the Housing Action Plan in the City's 6th Cycle (2021-2029) Housing Element, including Programs H-11, H-12, and H-13;

WHEREAS, pursuant to Government Code Sections 65090, a notice of at least 1/8 page display was published in the *San Gabriel Valley Tribune* newspaper on May 3, 2024, and a copy of the public notice was posted at the City's designated community posting sites. Due to a lack of quorum, the regular Planning Commission meeting was adjourned pursuant to Government Code Sections 54955 and 54955.1, and all business items scheduled before the Planning Commission for May 14, 2024, were continued to May 28, 2024;

WHEREAS, on May 28, 2024, the Planning Commission held a duly noticed public hearing regarding proposed amendments to the Development Code, Planning Case No. PL2022-59, and adopted Resolution No. 2024-07 recommending City Council approval of said Development Code Amendment;

WHEREAS, on June 18, 2024, the City Council held a duly noticed public hearing regarding the proposed Development Code Amendment; and

WHEREAS, the City Council hereby finds that the proposed amendments are internally consistent with the General Plan and other adopted goals and policies of the City and adopts the facts and reasons stated in Planning Commission Resolution No. 2024-06, a copy of which is on file with the City Clerk and which is incorporated herein by reference with the same force and effect as if set forth in full.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DIAMOND BAR DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Paragraph (3) of Subsection (c) of Section 22.04.020 (Rules of Interpretation) of Title 22, Chapter 22.04 of the Diamond Bar City Code is hereby amended to make non-substantive changes as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

(3) *Floor Area Ratio (FAR)*. When calculating the allowable floor area of a structure based on the FAR established by the applicable zoning district, the fractional/decimal results of calculations shall be rounded to the next highest whole number when the fraction/decimal is 0.5 or more, and to the next lowest whole number when the fraction is less than 0.5. For example, a maximum floor area ratio of 0.25 applied to a site of ~~25,856~~ 25,853 square feet results in a maximum allowable floor area of ~~7,757~~ 6,463 square feet (~~25,856~~ 25,853 x .025 0.25 = 7,756.8, ~~rounded up to 7,757~~ 6,463.25, rounded down to 6,463). The maximum FAR itself (0.09, 0.25, etc.) is never rounded.

Section 2. Table 2-3 (Allowed Uses and Permit Requirements for Residential Zoning Districts) of Section 22.08.030 (Residential zoning district land uses and permit requirements) of Title 22, Chapter 22.08 of the Diamond Bar City Code is hereby amended (a) to reclassify “residential care facilities, general” from a conditionally permitted use to a permitted use in the RM (medium density residential), RMH (medium/high density residential), RH (high density residential), and RH-30 (high density residential – 30 dwelling units per acre) zoning districts; (b) to add “transitional housing” and “support housing” as expressly permitted uses in all residential zones; and (c) to delete “second units” from the list of land uses in the Table, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

	Permit Requirements by District							
Land Use (1)	RR	RL	RLM	RM	RMH	RH	RH-30	See Standards in Section:
...								
RESIDENTIAL USES (4)								

Residential care facilities, general				<u>CUP</u> <u>P</u>	<u>CUP</u> <u>P</u>	<u>CUP</u> <u>P</u>	<u>CUP</u> <u>P</u>	
...								
~~Second units~~	~~P~~	~~P~~						~~22.42.120~~
...								
<u>Transitional / supportive housing</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>22.42.170</u>
...								

Section 3. Table 2-4 (Residential District General Development Standards) of Section 22.08.040 (Residential zoning district general development standards) of Title 22, Chapter 22.08 of the Diamond Bar City Code is hereby amended to add a reference to Section 22.68.030 for required side setbacks applicable to changes or expansions to residential dwelling units with nonconforming setbacks, as follows (deletions in ~~strikethrough~~ text and additions shown in double underline):

TABLE 2-4
RESIDENTIAL DISTRICT GENERAL DEVELOPMENT STANDARDS

Development Feature	Requirement by Zoning District						
	RR	RL	RLM	RM	RMH	RH	RH-30
...	...	...	...	...	...	...	...
Sides (each) <u>(4)</u>	15 ft. on one side, and 10 ft. on the other; but not less than 25 ft. between structures on adjoining parcels	10 ft. on one side, and 5 ft. on the other; but not less than 15 ft. between structures on adjoining parcels		5 ft.	5 ft.	5 ft.; plus 1 ft. for each story over 2	
...	...	...		...	...	...	...
Height limit <u>(4)(5)</u>	35 ft.			35 ft.			
...	...			...			

Notes:

- (1) Minimum area for parcels proposed in new subdivisions, except as otherwise provided by section 22.08.050 (Minimum lot area), and chapter 22.22 (Hillside Management). Condominium, townhome, or planned development projects may be subdivided with smaller parcel sizes for ownership purposes, with the minimum lot area requirement determined through the subdivision review process, provided that the overall development site complies with the lot area requirements of this chapter.

- (2) Maximum number of dwellings allowed for each specified unit of land. The approval of a conditional use permit within areas subject to section 22.22.040 (Hillside management—Density) may result in fewer dwelling units being allowed than the maximum density shown. See also chapter 22.18 (Affordable Housing Incentives/Density Bonus Provisions) for possible density bonuses.
- (3) Front setbacks listed are minimums. For single-family detached tract development, a minimum five-foot setback variation for adjacent residential units is required.
- (4) See section 22.68.030 (b)(2) for nonconforming side setbacks and distance separations to dwelling units.
- (4) (5) Maximum allowable height for structures. See section 22.16.060 (Height measurement and height limit exceptions).

Section 4. Table 2-5 (Allowed Uses and Permit Requirements for Office Zoning Districts) of Section 22.10.030 (Commercial/industrial district land uses and permit requirements) of Title 22, Chapter 22.10 of the Diamond Bar City Code is hereby amended (a) to reclassify “Medical services-Clinics and laboratories” from a conditionally permitted use to a permitted use in the OP (office, professional) zoning district; (b) to delete “schools, public and private” and “studios, art, dance, music, photography, etc.” from the list of land uses in the Table; (c) to classify “public schools,” as a permitted use and “private schools,” “trade schools,” and “specialized education and training” as conditionally permitted uses in the OP (office, professional), OB (office, business park), and CO (commercial office) zoning districts; and (d) to delete footnote (6) pertaining to massage businesses and establishments, as follows (deletions in ~~strikethrough~~ text and additions shown in double underline):

LAND USE(1)	Permit Requirement by District			
	OP	OB(3)	CO	See Standards in Section:
...	...	...	...	...
RECREATION, EDUCATION & PUBLIC ASSEMBLY USES				
...	...	...	...	...
Schools, public ~~and private~~	P	P	P	
<u>Schools, private</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	
<u>Schools, trade</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	
~~Studios, art, dance, music, photography, etc.~~			~~CUP~~	
<u>Specialized education and training</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	
...	...	...	...	...

SERVICE USES				
Medical services-Clinics and laboratories	~~CUP~~ <u>P</u>	P	P	
...	...	...	...	...

...

Notes:

...

~~(6) Massage businesses or establishments that are sole proprietorships, where the sole proprietor is certified by the California Massage Therapy Council (CAMTC), and massage businesses or establishments that employ or use only persons certified by the CAMTC are permitted uses that do not require approval of a conditional use permit.~~

Section 5. Table 2-6 (Allowed Uses and Permit Requirements for Commercial/Industrial Zoning Districts) of Section 22.10.030 (Commercial/industrial district land uses and permit requirements) of Title 22, Chapter 22.10 of the Diamond Bar City Code is hereby amended (a) to add “low-barrier navigation centers,” as a permitted use in the I (light industry) zoning district, subject to requirements set forth in Section 22.42.170; (b) to add “supportive housing” as described in Section 22.42.170(b), which is configured as a single-room occupancy housing development, as a permitted use in the I (light industry) zoning district, subject to specified standards and requirements; (c) to add other types of “transitional housing” and “supportive housing” configured as single-room occupancy housing developments as conditionally permitted uses in the I (light industry) zoning district, subject to specified standards and requirements; (d) to delete “schools—specialized education and training and non-degree,” “studios—photograph, portrait, martial arts, dance, aerobics, etc.,” and “retail sales” from the list of land uses in the Table; (e) to classify “trade schools” as a conditionally permitted use in the C-1 (neighborhood commercial) and C-2 (community commercial) zoning districts; (f) to classify “specialized education and training” as a conditionally permitted use in the C-1 (neighborhood commercial), C-2 (community commercial), C-3 (regional commercial), and I (light industry) zoning districts, subject to specified requirements; (g) to classify “studios” that offer instruction as a conditionally permitted use and studios that do not offer instruction as a permitted use in the I (light industry) zoning district; and (h) to delete existing footnote (6) pertaining to massage businesses and establishments, as follows (deletions in ~~strike through~~ text and additions shown in double underline):

	Permit Requirement by District				
LAND USE (1)	C-1	C-2	C-3	I	See Standards in Section:
...	...	...	...	...	...

Ordinance No. 03 (2024)

MISCELLANEOUS					
Emergency shelters				P	
<u>Low-barrier navigation centers</u>				<u>P</u>	<u>22.42.170</u>
Single-room occupancy housing				CUP	22.42.160
<u>Transitional / supportive housing</u>	...	...	...	<u>P or CUP (6)</u>	<u>22.42.170</u>
...	...	...	...	...	...
RECREATION, EDUCATION & PUBLIC ASSEMBLY USES					
...	...	...	...	...	...
<u>Schools, trade</u>	<u>CUP</u>	<u>CUP</u>			
Schools—Specialized education and training and non-degree	CUP	CUP	See (5)	CUP	
<u>Specialized education and training</u>	<u>CUP</u>	<u>CUP</u>	<u>See (5)</u>	<u>CUP</u>	
~~Studios—Photograph, portrait, martial arts, dance, aerobics, etc.~~	~~CUP~~	~~CUP~~	~~CUP~~		
<u>Studios</u>				<u>P or CUP (7)</u>	
...	...	...	...	...	...

...

Notes:

...

(5) Educational classes/training programs as the primary use shall be limited to the second floor and above with approval of a CUP. Ancillary classes in conjunction with a permitted use shall require a CUP and be limited to 15 percent of a separately demised space occupied by a single tenant or 750 square feet, whichever is less.

~~(6) Massage businesses or establishments that are sole proprietorships, where the sole proprietor is certified by the California Massage Therapy Council (CAMTC), and massage businesses or establishments that employ or use only persons certified by the CAMTC are permitted uses that do not require approval of a conditional use permit.~~

(6) Transitional or supportive housing developments located in the Industrial zoning district shall be configured as, and are subject to the standards and restrictions that apply to, single-room occupancy housing. A supportive housing development as described in Section 22.42.170(b) is a permitted use in the Industrial zoning district subject to ministerial zoning clearance and/or plot plan review; other transitional or supportive housing developments located in the Industrial zoning district require conditional use permit approval and are subject to the same permitting requirements as a single-room occupancy housing development.

(7) A CUP shall be required for studios that offer instruction.

Section 6. Subsection (1) of Section 22.16.070 (Open space for commercial projects) of Title 22, Chapter 22.16 of the Diamond Bar City Code is hereby amended to correct a typographical error, as follows (deletions in ~~strikethrough~~ text and additions shown in double underline):

- (1) *Open space required.* Multitenant commercial centers one acre in size and larger shall provide a minimum of ~~0.01~~ one (1) percent of the total land area of the center as useable pedestrian-oriented open space, including plazas, patios, courtyards, and outdoor seating areas. The total land area of the center shall include all parcels that comprise the center including freestanding structures on separate parcels.

Section 7. Sub-subsections (c) and (d) of Subsection (3) (Allowed projections into setbacks) of Section 22.16.090 (Setback regulations and exceptions) of Title 22, Chapter 22.16 of the Diamond Bar City Code are hereby amended to re-letter the sub-subsections and clarify permitted locations and projections into setbacks for porches, as follows (deletions in ~~strikethrough~~ text and additions shown in double underline):

~~c. Porches and stairways. The following standards shall apply to porches and stairways:~~

c. 1. Porches. Covered, unenclosed porches, located at the same level as the entrance floor of the structure, may extend up to six feet into the required front yard setback.

d. 2. Stairways. Outside stairways and landings, that are not attached to a deck, are not enclosed and do not extend above a ground floor entrance, may extend into required yards as follows:

- (a) *Front yard setback:* Up to six feet into a required front yard;
- (b) *Side yard setback:* Up to 30 inches into a required side yard, but no closer than three feet to a side property line;
- (c) *Rear yard setback:* Up to six feet into a required rear yard.

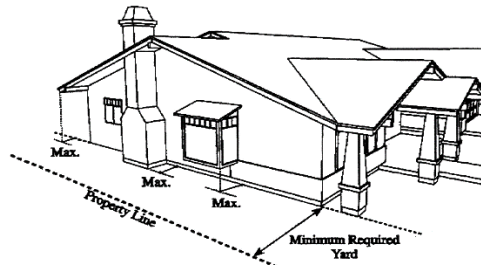


Figure 3-4

d. e. *Setback requirements for specific structures:*

...

Section 8. Section 22.16.130 (View protection) of Title 22, Chapter 22.16 of the Diamond Bar City Code is hereby amended to delete Figure 3-5.

Section 9. Chapter 22.18 of Title 22 of the Diamond Bar City Code is hereby repealed and replaced with new Chapter 22.18, entitled “Special Procedures Applicable to Housing Development Projects,” to read in its entirety as follows:

CHAPTER 22.18. - SPECIAL PROCEDURES APPLICABLE TO HOUSING DEVELOPMENT PROJECTS

Sec. 22.18.010 – Affordable housing incentives/density bonus provisions.

(a) *Purpose.* The purpose of this section is to implement the incentive programs provided in Government Code Sections 65915 through 65918 (referred to collectively in this Section as the “State Density Bonus Law”) in order to provide additional opportunities for the provision of affordable housing within the City of Diamond Bar.

(b) *Applicability.* This section applies to any “housing development,” as defined in the State Density Bonus Law, including, without limitation, a development project for five or more residential units, including a mixed-use development, or a senior citizen housing development consisting of at least 35 units. This section also applies to density bonuses for land donations in accordance with Government Code Section 65915. In exchange for density bonuses, incentives or concessions, waivers or reductions of development standards, and/or reduced parking ratios, a portion of the units shall be reserved for very low income households, lower income households, senior citizen households, moderate income households, transitional foster youth, disabled veterans, homeless persons, or lower income college students as provided in this section and the State Density Bonus Law. All such projects shall comply with all requirements stated in the State Density Bonus Law and shall be subject to the subdivision, plot plan review and/or development review requirements of this title, as applicable. This section shall be interpreted in a manner consistent with the State Density Bonus Law, as it may be amended from time to time, and the requirements of the State Density Bonus Law shall prevail over any conflicting provision of this Development Code.

(c) *Definitions.* As used in this section 22.18.010, the terms base density, concession, density bonus, development standard, disabled veterans, homeless persons, housing development, incentive, located within one-half mile of a major transit stop, lower income households, lower income student, maximum allowable residential density, moderate income households, persons

and families of moderate income, qualified nonprofit housing corporation, replace, senior citizen housing development, shared housing building, shared housing unit, total dwelling units, total units, transitional foster youth, unit, unobstructed access to the major transit stop, very low income households, and very low income vehicle travel area shall have the meanings ascribed to them in the State Density Bonus Law, as it may be amended from time to time.

(d) *Determination of density bonus.* Qualified projects that meet the eligibility requirements set forth in this section and/or the State Density Bonus Law shall be granted a density bonus or bonuses in an amount specified in the State Density Bonus Law, as it may be amended from time to time. Eligibility for and/or calculation of a density bonus shall be subject to the following:

- (1) A density bonus is a density increase over the otherwise maximum allowable gross residential density for a site as of the date of application by the applicant to the city. For the purpose of calculating the density bonus, the maximum allowable residential density, or base density, shall be the greatest number of units allowed on the site under the Development Code, an applicable specific plan, or the land use element of the General Plan. Each component of any density calculations, including base density and bonus density, resulting in fractional units shall be separately rounded up to the next whole number.
- (2) Except as otherwise required by the State Density Bonus Law, the density bonus units shall not be included when determining the number of required affordable units or senior citizen units.
- (3) The developer can request a smaller density bonus than the project is entitled to, including no increase in density, but no reduction shall be permitted in the number of required affordable units.
- (4) For purposes of calculating the amount of the density bonus, an applicant who requests a density bonus shall elect the category and corresponding provision of the State Density Bonus Law pursuant to which the density bonus will be awarded. Unless otherwise specified in this Section or the State Density Bonus Law, each residential development is entitled to only one density bonus, and density bonuses from more than one category may not be combined.
- (5) The granting of a density bonus and/or related concession(s) or incentive(s) shall not be interpreted, in and of itself, to require a general plan amendment, zone change, study, or other discretionary approval.
- (6) Pursuant to California Government Code Section 65915.5, the conversion of apartments to a condominium project shall not be eligible for a density bonus or other incentives if the apartments proposed for conversion constitute a housing development for which a density bonus or other incentives were previously provided under Government Code Section 65915.

(e) *Specific requirements.*

- (1) *Senior citizen housing requirements.*

- a. Senior citizen housing development projects shall have a minimum of 35 units and shall meet the requirements described in Section 51.3 of the California Civil Code or any successor statute or regulation.
 - b. Mobile home parks shall limit residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the California Civil Code, or any successor statute or regulation.
- (2) *Land donation requirements.* An applicant for a tentative map, parcel map or any other residential development approval shall receive a density bonus for the residential development in an amount specified by Government Code Section 65915, as it may be amended from time to time, when the applicant donates land to the city as provided in this section. This density bonus shall be in addition to any other density bonus provided for in this section, up to a total combined density bonus of 35 percent. Applicants are eligible for the land donation density bonus if all of the following conditions are met:
- a. The developer shall donate and transfer land to the city no later than the date of approval of the final map or other approvals required for the residential development.
 - b. The developable acreage and general plan and zoning designation of the land being transferred are sufficient to permit development of units affordable to very low income households in an amount not less than 10 percent of the number of residential units of the proposed development.
 - c. The transferred land shall be at least one acre or of sufficient size to permit development of at least 40 residential units and shall have the appropriate general plan designations and be appropriately zoned with appropriate development standards for development at a density of at least 30 dwelling units per acre.
 - d. The transferred land shall be served by adequate public facilities and infrastructure.
 - e. The transferred land and the very low income units constructed shall be subject to a deed restriction recorded with the county recorder, to ensure continued affordability of the units consistent with this Section, and the property owner shall enter into an affordable housing agreement with the city pursuant to this Section. The deed restriction / affordable housing agreement shall be recorded on the property at the time of the transfer.
 - f. The transferred land shall be conveyed in fee simple to the city or to a housing developer approved by the city.
 - g. The transferred land shall be within the boundary of the proposed residential development, or no more than approximately one-quarter mile from the boundary of the qualified project, if the city so approves.
 - h. No later than the date of approval of the final map or other discretionary approval required for the residential development, the transferred land shall

have all of the permits and approvals, other than building permits, necessary for the development of the very low income housing units on the transferred land, and a proposed source of funding for the very low income units shall have been identified.

(3) *Child-care facility requirements.*

- a. Subject to subsection (e)(3)(c), below, the city shall grant either of the following to a qualifying housing development that includes a child-care facility located on the premises of, or adjacent to, the project:
 - i. An additional density bonus that is an amount of square feet of residential space equivalent to the square footage of the childcare facility; or
 - ii. An additional concession or incentive that contributes significantly to the economic feasibility of the construction of the child-care facility.
- b. As a condition of receiving the additional density bonus or concession for a child-care facility, the project shall comply with the following requirements:
 - i. The child-care facility shall remain in operation for a period of time that is as long as, or longer, than the period of time during which the density bonus units are required to remain affordable.
 - ii. Of the children who attend the child-care facility, the percentage of children of very low income, lower income, or moderate income households shall be equal to, or greater than, the percentage of affordable units required to be set aside for each such group.
- c. Notwithstanding any requirement of this Section, the City shall not be required to provide a density bonus or concession for a child-care facility if it finds, based upon substantial evidence, that the community already has adequate child care facilities.

(4) *Replacement housing requirement.* Pursuant to subdivision (c)(3) of Government Code Section 65915, an applicant will be ineligible for a density bonus or other incentives unless the applicant complies with the replacement housing requirements therein and the provisions of Section 22.18.020, including in the following circumstances:

- a. The housing development is proposed on any parcel(s) on which rental dwelling units are subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income; or
- b. The housing development is proposed on any parcel(s) on which rental dwelling units that were subject to a recorded covenant, ordinance, or law that restricted rents to levels affordable to persons and families of lower or very low income have been vacated or demolished in the five (5) year period preceding the application; or

- c. The housing development is proposed on any parcel(s) on which the dwelling units are occupied by lower or very low-income households; or
 - d. The housing development is proposed on any parcel(s) on which the dwelling units that were occupied by lower or very low-income households have been vacated or demolished in the five (5) year period preceding the application.
- (f) **Regulatory Agreement.** As a condition to the City's granting of a density bonus, incentives or concessions, waivers or reductions in development standards, and/or reduced parking ratios pursuant to this Section, the property owner(s) shall enter into a regulatory agreement with the City pursuant to Section 22.18.030, which satisfies the criteria set forth in subdivision (c) of Government Code Section 65915.
- (g) **Concessions or incentives.** In compliance with State Density Bonus Law, developers that request a density bonus to provide on-site affordable housing may also eligible to receive one or more concessions or incentives, based on the type and scope of the project.
 - (1) The review authority shall grant applicants for qualified projects the number of incentives and concessions required by Government Code Section 65915. The review authority shall approve a specific requested concession or incentive for a proposed project unless the review authority makes a written finding, based on substantial evidence, of any of the following:
 - a. The concession or incentive does not result in identifiable and actual cost reductions in order to provide for affordable housing costs or for affordable rents for the targeted units to be set aside;
 - b. The concession or incentive would have a specific adverse impact, as defined in Section 65589.5(d)(2) of the California Government Code, upon public health and safety or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households; or
 - c. The concession or incentive would be contrary to state or federal law.
 - (2) **Menu of concessions/incentives.** Concessions or incentives that a developer may request include those of the type set forth in subsection (k) of Section 65915 of the California Government Code, including the following:
 - a. Relaxation or other modification of zoning standards regulating such items as setbacks, height limitations, distances between buildings, required parking, parking development standards, projections into yards, and the like, which result in identifiable, and actual cost reductions. No separate variance application will be required for any modification of standards. However, the approved plans and application shall identify the zoning standards modifications which have been incorporated into the project.

Ordinance No. 03 (2024)

- b. Modification of architectural regulations ordinarily applied to a residential development project, which result in identifiable and actual cost reductions.
- c. Approval of mixed-use zoning in conjunction with the housing project if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if the commercial, office, industrial, or other land uses are compatible with the housing project and the existing or planned development in the area where the proposed housing project will be located.
- d. Other regulatory incentives or concessions proposed by the developer or the City, which result in identifiable, and actual project cost reductions.

(3) Parking incentives.

- a. Notwithstanding any other provision of this title, except as otherwise required pursuant to the State Density Bonus Law or other applicable law, if requested by the developer, the minimum number of off-street parking spaces, inclusive of accessible and guest parking spaces, required to be provided for all units within a qualifying density bonus housing development shall be as follows:

Number of Bedrooms	Required Parking Spaces per Unit*
0 to 1 bedroom	1
2 to 3 bedrooms	1.5
4 or more bedrooms	2.5
*If the total number of spaces required for a development results in a fractional number, it shall be rounded up to the next whole number. ** Developments meeting the requirements of subdivisions (p)(2) or (p)(3) of Government Code Section 65915 may provide fewer parking spaces per unit as specified in the State Density Bonus Law.	

- (h) *Physical Constraints.* In accordance with Government Code Section 65915(e), in addition to any concessions or incentives requested, an applicant for a density bonus pursuant to this section may submit a proposal for the waiver or reduction of development standards that have the effect of physically precluding the construction of a housing development incorporating the density bonus and any incentives or concessions to which the applicant is entitled. The review authority shall approve a requested waiver or reduction of a development standard, unless it makes any of the following findings:

- (1) The application of the development standard does not have the effect of physically precluding the construction of a housing development at the density allowed by the density bonus and with the incentives or concessions granted to the applicant.
- (2) The waiver or reduction of the development standard would have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Government Code

Section 65589.5, upon health or safety, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

- (3) The waiver or reduction of the development standard would have an adverse impact on any real property that is listed in the California Register of Historical Resources.
 - (4) The waiver or reduction of the development standard would be contrary to state or federal law.
- (i) *Project review procedures.* All project applications for which a density bonus, concessions or incentives, modifications or waivers of development standards, and/or reduced parking ratios is/are being requested shall be reviewed in accordance with section 22.18.040 and shall be subject to the following project review procedures:
- (1) In addition to any other application required for a proposed housing development project, applications for any requested density bonus, incentives or concessions, waivers or reductions of development standards, and/or reduced parking ratios pursuant to this section shall be filed with the department pursuant to section 22.44.030. The application shall be filed concurrently with the application or applications for other required land use permits and approvals for the proposed project and shall be processed in the same manner as, and concurrently with, the application or applications for other required project approvals. In addition to any other information requested by the director, the application shall identify the category and corresponding provision(s) of the State Density Bonus Law pursuant to which a density bonus is requested; the base density of the proposed project; the number of density bonus units requested, along with supporting calculations; any concessions/incentives requested, any development standards requested to be waived/modified, and any reduced parking ratios requested pursuant to subsection (g)(3). The application shall be accompanied by reasonable documentation satisfactory to the director to establish eligibility for all requested density bonuses and parking ratios. Upon approval of a housing development project pursuant to this section, the planning division shall note in the project record that a density bonus has been granted, and the approved plans and application shall identify all concessions and incentives and/or waivers and modifications granted and any special conditions imposed on the project to ensure unit affordability.

Sec. 22.18.020 – Dwelling unit protection regulations.

- (a) *Purpose and Applicability.* The purpose of this Section is to implement the provisions of the Housing Crisis Act of 2019, which require development project proponents to replace demolished residential dwelling units and protected rental units and to provide relocation assistance and other benefits to existing occupants of demolished protected rental units. This Section applies to all development projects subject to Article 2 of Chapter 12 of Division 1 of Title 7 of the Government Code.
- (b) *Definitions.* If defined in therein, terms used in this Section shall have the same meaning as defined in Government Code Sections 66300.5-66300.6. Unless otherwise defined in

Government Code Sections 66300.5-66300.6, as used in this section, the following terms shall have the following meanings:

1. “Affordable housing cost” has the same meaning as defined in Health and Safety Code Section 50052.5.
2. “Affordable rent” has the same meaning as defined in Health and Safety Code Section 50053.
3. “Comparable unit” shall have the same meaning as the term “comparable replacement dwelling” as defined in Government Code Section 7260; provided, however, that with respect to an occupied protected unit that is a single-family home that will be demolished in conjunction with a proposed development project that consists of two or more dwelling units, a “comparable unit” need not contain more than three (3) bedrooms or have the same or similar square footage or the same number of total rooms.
4. “Development project” means the development of land requiring City approval. A development project includes, but is not limited to, a housing development project.
5. “Equivalent size” means that the replacement protected units contain at least the same total number of bedrooms as the units being replaced.
6. “Extremely low income households” has the same meaning as defined in Health and Safety Code Section 50106.
7. “Housing Crisis Act” means and refers the provisions set forth in Chapter 12 of Division 1 of Title 7 of the Government Code, commencing with Section 66300, as such provisions may be amended from time to time.
8. “Housing development project” has the same meaning as defined in Government Code Section 65905.5.
9. “Lower income households” has the same meaning as defined in Health and Safety Code Section 50079.5. Lower income households includes very low income households and extremely low income households.
10. “Protected unit” shall have the same meaning as defined in the Housing Crisis Act and includes, but is not limited to, existing or previously demolished residential dwelling units that are or were either rented by lower or very low income households or subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income within the five (5) year period preceding the application submittal date.
11. “Relocation Assistance Law” shall mean Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and its related implementing regulations.
12. “Replace” has the same meaning as provided in subparagraphs (B) and (C) of paragraph (3) of subdivision (c) of Government Code Section 65915; provided, however, that for purposes of a development project that that consists of a single residential unit on a site with a single protected unit, “replace” shall mean that the protected unit is replaced with a unit of any size at any income level.

13. “Replacement protected units” means and refers to affordable residential units proposed to be developed to replace one or more protected units.

14. “Very low income households” has the same meaning as defined in Health and Safety Code Section 50105. Very low income households includes extremely low income households.

(c) *One-to-One Replacement of Demolished Dwelling Units.* If, and to the extent, required by the Housing Crisis Act, the final review authority shall not approve a housing development project that will require the demolition of one or more residential dwelling units unless the proposed project will create at least as many residential dwelling units as will be demolished in conjunction with the project.

(d) *Replacement of Protected Units.* If, and to the extent, required by the Housing Crisis Act, the final review authority shall not approve a development project that will require the demolition of one or more occupied or vacant protected units, or that is located on a site where one or more protected units were demolished in the previous five (5) years, unless all applicable requirements, including, but not limited to, the following, are complied with:

1. **Number of Total Units Required.** If the project is a housing development project, the project shall include at least as many total dwelling units as the greatest number of permitted dwelling units that existed on the project site within the five-year period preceding the application submittal date.

2. **Number of Replacement Protected Units Required.** Unless otherwise provided in the Housing Crisis Act, the development project shall replace all existing occupied or vacant protected units that will be demolished as part of the proposed project and all protected units that were previously located on the project site and demolished on or after January 1, 2020. Any replacement protected units provided will be considered in determining whether a housing development project satisfies the requirements of Government Code Section 65915 and Section 22.18.010.

a. **Projects Involving Demolition of Occupied Protected Units.** If any existing protected units to be demolished are occupied on the date of application submittal, the project shall provide at least the same number of replacement dwelling units of equivalent size to be made available at an affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those households in occupancy of the protected units. If a project site containing occupied protected units to be demolished also contains vacant protected units that will be demolished as part of the project, or previously contained protected units that were demolished within the five-year period preceding the application submittal date, the project shall also provide at least the same number of replacement protected units of equivalent size as such protected units, to be made available at an affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as the last household in occupancy. If the income of the existing or last household in occupancy of any protected units is not known, it shall be rebuttably presumed that lower income renter households occupied such protected units in the same proportion of lower income renter households to all renter households within the City of Diamond Bar, as determined by the most recently available data from the

United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database. All replacement protected unit calculations resulting in fractional units shall be rounded up to the next whole number.

b. Projects Only Involving Vacated or Demolished Protected Units. If all protected units on the project site are vacant or have been demolished within the five-year period preceding the application submittal date, the project shall provide at least the same number of replacement protected units of equivalent size as the number of protected units as existed at the highpoint of those units in the five-year period preceding the application submittal date, to be made available at an affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those persons and families in occupancy of the protected units at that time, if known. If the incomes of the persons and families in occupancy the protected units at the highpoint is not known, it shall be rebuttably presumed that low-income and very low income renter households occupied these protected units in the same proportion of low-income and very low income renter households to all renter households within the City of Diamond Bar, as determined by the most recently available data from the United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database. All replacement protected unit calculations resulting in fractional units shall be rounded up to the next whole number.

c. Replacement Protected Unit Size. A replacement protected unit must include at least the same number of bedrooms as the protected unit being replaced; provided, however, that if, and to the extent permitted pursuant to the Housing Crisis Act, a protected unit may be replaced with two or more replacement protected units of the same or a lower income category as the protected unit, provided the cumulative number of bedrooms in the replacement protected units equals or exceeds the number of bedrooms in the protected unit being replaced. .

d. Single-Family Projects Involving a Single Protected Unit. Notwithstanding any other provisions of this subsection (d)(2), if a development project consists of the development of a single residential unit on a site with a single protected unit, that protected unit may be replaced with a unit of any size at any income level.

3. Location of Replacement Protected Units. If the project is a housing development project, replacement protected units shall be constructed on the same site as the demolished protected units being replaced and integrated into the development project, if feasible. Subject to approval of the final review authority, and to the extent permitted by the Housing Crisis Act, an applicant may develop, or contract with another entity to develop, a replacement protected unit on a different parcel in the City zoned for residential use, provided that (i) an application for development of the replacement protected units on different parcels is made concurrently with an application for all other components of the proposed development project, (ii) the other parcel is zoned for residential use and all objective general plan, zoning, and other standards and requirements are met, and (iii) the applicant demonstrates that no residential tenants on the other parcel have been or will be displaced as a result of development of the replacement protected unit.

4. **Timing of Construction of Replacement Units.** All replacement units shall be constructed concurrently with or prior to other components of the proposed development project.
 5. **Affordability Restrictions.** All replacement protected units that will be rented shall be subject to a recorded affordability restriction for at least 55 years. Replacement protected units that will be offered for sale shall be subject to paragraph (2) of subdivision (c) of Government Code Section 65915.
 6. **Regulatory Agreement Required.** The record owner(s) of the property shall enter into a regulatory agreement with City pursuant to section 22.18.030.
- (e) ***Benefits to be Provided to Occupants of Protected Units.*** The final review authority shall not approve a development project subject to the Housing Crisis Act that will require the demolition of one or more occupied protected units, unless the applicant and record owner(s) of the subject site agree to comply the requirements set forth in this subsection (e) and to provide any other benefits to existing occupants of protected units required pursuant to the Housing Crisis Act.
1. **Right to Remain in Occupancy Pending Demolition.** Any existing occupants of a protected unit to be demolished, regardless of their household income level, shall be allowed to occupy the unit until six (6) months before the start of construction activities on the site. The project proponent and/or record owner of the occupied protected unit shall provide the existing occupants with written notice of the planned demolition, the date the occupants must vacate the unit, and their rights under the Housing Crisis Act. Said notice shall be provided at least six (6) months in advance of the date that the existing occupants must vacate the unit, and a copy shall be concurrently delivered to the director.
 2. **Right to Return if Demolition Does Not Proceed.** Any existing occupants of a protected unit to be demolished, regardless of their income level, that are required to leave the unit shall be allowed to return at their prior rental rate if the demolition does not proceed and the unit is returned to the rental market. This right shall be memorialized in a written agreement, covenant, or other document that is enforceable by the occupant(s) of the protected unit, the form of which shall be subject to review and approval by the director.
 3. **Right of First Refusal for a Comparable Unit in New Housing Development Project.** Except as otherwise expressly provided in this subsection (e)(3), the record owner(s) of a protected unit that will be demolished shall agree to provide existing occupants of the protected unit that are lower income households with a right of first refusal to rent or purchase a comparable unit available in the new housing development project, or in any required replacement units associated with a new development that is not a housing development project, affordable to the household at an affordable rent or affordable housing cost. The right of first refusal shall be memorialized in a written agreement, covenant, or other document that is enforceable by the occupant(s) of the protected unit, the form of which shall be subject to review and approval by the director. Notwithstanding the foregoing, this subsection (g)(3) shall not apply to either (i) a development project that consists of a single residential unit located on a site where a single protected unit is being demolished; (ii) units in a housing development in which 100 percent of the units, exclusive of a manager's unit or units, are reserved for lower income households, unless the occupant of the protected unit qualifies for residence in the new development and providing a comparable unit to the occupant would not be precluded due to unit size

limitations or other requirements of one or more funding source of the housing development; or (iii) a development project that is an industrial use and to which the requirement to provide replacement units does not apply.

4. Relocation Benefits.

a. The applicant and/or the record owner(s) of a protected unit that will be demolished as part of a development project shall provide existing occupants of the protected unit to be demolished that are lower income households with relocation benefits that are equivalent to the relocation benefits required to be paid by public entities pursuant to the Relocation Assistance Law. By way of example, said relocation benefits may include, without limitation, advisory assistance in finding comparable new housing, payment of moving expenses, and rental assistance payments.

b. The applicant shall engage a qualified third-party contractor or consultant (a "relocation consultant") approved by the director to determine the eligibility of occupants for benefits, prepare a relocation plan, and oversee the provision of the required relocation benefits.

c. The applicant's relocation consultant shall prepare a written relocation plan consistent with the provisions of the Relocation Assistance Law, which plan shall be subject to review and approval by the director. The relocation plan shall include, without limitation, provisions addressing the following:

- i. determination of eligibility requirements;
- ii. identification of eligible occupants;
- iii. occupant interviews and needs assessments;
- iv. an evaluation of the availability of comparable replacement housing within the relevant geographic area;
- v. identification of specific replacement housing options;
- vi. the provision for relocation advisory services to affected occupants;
- vii. a description of the relocation benefits available to eligible occupants;
- viii. a process for the provision of benefits and the submission of benefit claims by eligible occupants;
- ix. a process for occupants to appeal benefit determinations; and
- x. procedures for providing the benefits required pursuant to this subsection (e), including copies of the required notices, agreements, and other forms needed to implement the provision of said benefits.

d. Prior to the issuance of a grading or building permit for the development project, the relocation consultant shall provide a letter to the director certifying that

the relocation process has been completed and that all required relocation benefits have been provided.

(f) *Fees.* The City may impose a fee or fees to recover the City's other reasonable costs to implement the dwelling unit protection provisions of the Housing Crisis Act and this Section. Any such fees shall be adopted by resolution of the City Council.

(g) *Reimbursement of City's Professional Fees and Costs.* To the extent not factored into the fee or fees established pursuant to subsection (f), in addition to such fees, if benefits are required to be provided to existing occupants of protected units pursuant to subsection (e), the applicant shall reimburse the City for the actual fees and costs charged for the services of attorneys and/or other professional third-party consultants engaged by the City to provide consultation, advice, analysis, and/or review or preparation of documents in connection with the review of a relocation plan, notices, or other required forms and documents and the monitoring and/or enforcement of compliance with requirements for provision of benefits. Concurrent with or prior to the applicant's submittal of any notice, agreement, plan, or other document requiring approval of the director pursuant to subsection (e), the applicant shall execute a reimbursement agreement with the City in a form approved by the City Manager and provide a deposit to the City in an amount sufficient to cover the estimated total professional fees and costs to be incurred by the City, as determined by the director in his or her reasonable discretion. The City Manager or his or her designee is authorized to execute said reimbursement agreement on behalf of the City.

Sec. 22.18.030 – Affordable housing regulatory agreements.

(a) *Purpose.* The purpose of this Section is to establish minimum requirements and procedures for the preparation, execution, and recording of regulatory agreements establishing covenants to ensure the initial and continued affordability of income-restricted residential dwelling units required to be provided in conjunction with the approval of a development project pursuant a provision of this Code or State law.

(b) *Definitions.* As used in this section, the following terms shall have the following meanings:

1. "Affordable Units" means residential dwelling units required to be made affordable to, and occupied by, households with incomes that do not exceed the limits specified in applicable law for middle income, moderate-income, lower income, very low income, or extremely low income households, as applicable, at an affordable rent or affordable housing cost, pursuant to State law or any provision of this Code.
2. "Owner" means the record owner or owners of the parcel or parcels on which affordable units will be located.
3. "Regulatory Agreement" means an agreement or agreements entered into between the City and an owner pursuant to this Section.

(c) *Requirement for Regulatory Agreement.* Whenever an applicant for a development project offers to or is required as a condition of development pursuant to State law or any provision of this Code to construct a specified number or percentage of affordable units, the owner shall enter into a regulatory agreement with the City meeting the requirements of this section in the form approved by the City Manager.

(d) *Required Provisions of Regulatory Agreements.* Unless otherwise provided by law or authorized by the City Manager, each regulatory agreement shall include provisions addressing or requiring the following:

1. **Identification of Affordable Units.** The number, affordability level, unit size and bedroom count mix, and location of the affordable units shall be set forth in the regulatory agreement. Unless otherwise mutually agreed by the applicant and City, affordable units shall be dispersed throughout the project. Projects that include mixed income multifamily structures shall comply with the requirements set forth in Health and Safety Code Section 17929.
2. **Timing of Construction.** The regulatory agreement shall require that the affordable units be constructed concurrently with or prior to other components of the development project.
3. **Affordability Period for Affordable Units.** The regulatory agreement shall require that the affordable units remain affordable to, and be occupied by, persons and families of the required income level at an affordable rent or affordable housing cost, as applicable, for the minimum period of time required by law, or a longer period of time if required by a construction or mortgage financing assistance program, mortgage insurance program, or subsidy program associated with the development project. Where a minimum affordability period is not otherwise specified by statute or ordinance, the required affordability period for affordable units that will be rented shall be a minimum of fifty-five (55) years and the required affordability for affordable units that will be offered for sale shall be a minimum of forty-five (45) years. Determinations of affordable rents, affordable housing costs, and household income levels shall be made in accordance with the regulations published from time to time by the California Department of Housing and Community Development pursuant to Health and Safety Code Section 50093.
4. **Annual Tenant Income Verification, Compliance Reporting, and Certification.** For projects containing affordable units that will be rented, the regulatory agreement shall include uniform provisions requiring the owner to verify and certify, prior to the initial occupancy, and annually thereafter, that each tenant household occupying each affordable unit meets the applicable income and eligibility requirements established for the affordable unit, and to annually prepare a compliance report and certify that the affordable units are in compliance with the regulatory agreement.
5. **For-Sale Affordable Units.** For projects containing affordable units that will be offered for sale, the regulatory agreement shall include uniform provisions requiring the owner to either (i) ensure that each affordable unit is offered at an affordable housing cost and is initially sold to and occupied by a household that meets the applicable income and eligibility requirements established for the affordable unit, or (ii) sell the affordable unit(s) to a qualified nonprofit housing corporation pursuant to applicable legal requirements and terms acceptable to the City. If the affordable units are developed pursuant to section 22.18.010 or section 22.18.020, the regulatory agreement shall contain provisions satisfying the criteria set forth in paragraph (2) of subdivision (c) of Government Code Section 65915. The regulatory agreement shall also require the initial purchaser and, if applicable, each subsequent purchaser, of an affordable unit, to execute and/or record one or more agreements and/or restrictive covenants benefiting and enforceable by the

City, which address, among other things, the purchaser's obligations pertaining to certification of income, financing or refinancing of the unit, occupancy of the unit, property maintenance, insurance, periodic certification of compliance with applicable agreement terms, and re-sale of the unit. Such agreements or restrictive covenants may include, without limitation promissory notes, deeds of trust, reimbursement agreements, option agreements, equity sharing agreements, and/or other covenants and regulatory documents necessary to ensure continued compliance with pertinent provisions of applicable law, conditions of approval, and the regulatory agreement for the required affordability period.

6. Maintenance Standards. The regulatory agreement shall contain uniform provisions governing the owner's maintenance obligations and the City's rights in the event the owner fails to adhere to its maintenance obligations.

7. Annual Compliance Report. Each regulatory agreement shall contain provisions requiring the owner to submit an annual compliance report containing specified information to the City in a form reasonably satisfactory to director and to annually certify that the affordable units are in compliance with the requirements of the regulatory agreement.

8. Recordkeeping Requirements. The regulatory agreement shall contain uniform provisions requiring the owner to maintain affordable unit sales documents, tenant leases, income certifications, and other books, documents, and records related to the sale or rental of the affordable units and operation of the project for a period of not less than five (5) years after creation of each such record; to allow the City to inspect any such books, documents, or records and to conduct an independent audit or inspection of such records at a location that is reasonably acceptable to the City Manager upon prior written notice; and to permit the City and its authorized agents and representatives to access the property and examine the housing units and to interview owners, occupants, tenants and employees for the purpose of verifying compliance with the regulatory agreement.

9. Marketing and Sale of Affordable Units. For housing development projects containing affordable units that will be offered for sale, the regulatory agreement shall contain uniform provisions addressing (i) how eligible buyers of the affordable units will be solicited, identified, and selected; (ii) procedures for establishing the affordable sales prices of the affordable units; (iii) procedures for verifying the income and eligibility of prospective buyers of the affordable units; and (iv) a description of the responsibilities of an owner or buyer upon resale of an affordable unit.

10. Marketing and Management Plan for Rental Affordable Units. For multi-family housing development projects containing affordable units that will be rented, the regulatory agreement shall contain uniform provisions regarding property management and management responsibilities and shall require the owner to prepare and obtain the City's approval of a marketing and management plan for the project prior to the issuance of a certificate of occupancy for any portion of the project. The marketing and management plan shall address in detail, without limitation, the following matters: (i) how the owner plans to market the affordable units to prospective tenant households; (ii) procedures for the selection of tenants of affordable units, including a description of how the owner plans to certify the eligibility of tenant households; (iii) procedures for annually verifying income

and recertifying the eligibility of tenants of affordable units; (iv) the standard form(s) of rental agreement(s) the owner proposes to enter into with tenants of affordable units; (v) procedures for the collection of rent; (vi) procedures for eviction of tenants; (vii) procedures for ensuring that the required number and unit size mix of affordable units is maintained and that affordable units do not become congregated to a certain area of the building or project; (viii) procedures for complying with the owner's monitoring and recordkeeping obligations; (ix) the owner's property management duties; (x) the owner's plan to manage and maintain the project and the affordable units; (xi) the rules and regulations of the property and manner of enforcement; and (xii) and a program addressing security and crime prevention at the project.

11. Provisions regarding Section 8 Certificates. For projects containing affordable units that will be rented, the regulatory agreement shall include uniform provisions regarding the acceptance of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, or its successor (i.e., "Section 8 certificates"), which shall include the following requirements and limitations:

a. The owner shall accept as tenants persons who are recipients Section 8 certificates on the same basis as all other prospective tenants; provided, the owner shall not rent one of the affordable units to a tenant household holding a Section 8 certificate unless none of the housing units not restricted to occupancy by the affordability covenants are available. If the only available housing unit is an affordable unit, the owner shall no longer designate the housing unit rented to a tenant household holding a Section 8 certificate as an affordable unit, shall designate the next-available housing unit as an affordable unit, and shall make available, restrict occupancy to, and rent such newly designated affordable unit to a qualified tenant at the applicable affordable rent pursuant to the affordability covenants, such that at all times reasonably possible all of the required affordable units shall not be occupied by tenants holding Section 8 certificates.

b. Furthermore, in the event the owner rents an affordable unit to a household holding a federal certificate, the rental agreement (or lease agreement, as applicable) between the owner, as landlord, and the tenant shall expressly provide that monthly rent charged shall be the affordable rent required for the affordable unit (not fair market rent) and that the rent collected directly from such tenant holding a federal certificate shall be not more than the specified percentage of the tenant's actual gross income pursuant to the applicable federal certificate program regulations; i.e., the rent charged to such tenant under the rental agreement shall be the affordable rent chargeable under the affordability covenant and not fair market rent for the area, as would otherwise be permitted under the applicable federal certificate program.

c. The owner shall not apply selection criteria to Section 8 certificate holders which are more burdensome than criteria applied to any other prospective tenants.

d. If and to the extent these restrictions conflict with the provisions of Section 8 of the United States Housing Act of 1937 or any rules or regulations promulgated thereunder, the provisions of Section 8 of the United States Housing Act of 1937 and all implementing rules and regulations thereto shall control.

12. Annual Monitoring Fee. Each regulatory agreement shall contain a provision requiring the owner to reimburse City for the estimated reasonable costs incurred by the City in administering and monitoring the owner's compliance with the regulatory agreement, including, but not limited to, City's review of annual compliance reports and conduct of inspections and/or audits.

(e) *Recordation.* Each regulatory agreement entered into pursuant to this section shall be recorded as a covenant against the property prior to final or parcel map approval, or, where the development project does not include a subdivision map, prior to issuance of a building permit for any structure in the development project. Except as otherwise authorized by the City Manager, the regulatory agreement shall remain a senior, non-subordinate covenant and as an encumbrance running with the land for the full term thereof, and in no event shall the regulatory agreement be made junior or subordinate to any deed of trust or other documents providing financing for the construction or operation of the project, or any other lien or encumbrance whatsoever for the entire term of the required covenants.

(f) *Delegation of Authority.* The City Manager is authorized to approve and execute each regulatory agreement and any amendments thereto on behalf of the City. The City shall maintain authority of each regulatory agreement and the authority to implement each regulatory agreement through the City Manager. The City Manager shall have the authority to make approvals, issue interpretations, waive provisions, make and execute further agreements and/or enter into amendments of each regulatory agreement on behalf of City.

(g) *Fees.* The City may charge a fee or fees to recover the City's reasonable costs to implement the provisions of this Section. Any such fees shall be adopted by resolution of the City Council.

(h) *Reimbursement of Professional Fees and Costs.* To the extent not factored into the fee or fees established pursuant to subsection (g), in addition to such fees, the development proponent and/or owner shall reimburse the City for the actual fees and costs charged for the services of attorneys and/or other professional third-party consultants engaged by the City to provide consultation, advice, analysis, and/or review or preparation of documents in connection with (i) preparation of the regulatory agreement and ancillary documents; (ii) establishing the affordable sales price and verifying the incomes and eligibility of prospective buyers of for-sale affordable units; (iii) review of the initial marketing and management plan and any amendments thereto; (iv) review of annual compliance reports submitted by an owner pursuant to a regulatory agreement; and (v) inspections and audits.

(i) *Preparation of Regulatory Agreement; Reimbursement Agreement.* Unless otherwise approved by the City Manager, each regulatory agreement shall be prepared by the City at the cost of the applicant and/or owner. Prior to the City commencing preparation of a regulatory agreement, the applicant and/or owner shall execute a reimbursement agreement with the City in a form approved by the City Manager and provide a deposit to the City in an amount sufficient to cover the estimated total professional fees and costs to be incurred by the City for preparation of the regulatory agreement, as determined by the director in his or her reasonable discretion. The City Manager or his or her designee is authorized to execute said reimbursement agreement on behalf of the City.

Sec. 22.18.040 Review of housing development projects.

(a) *Purpose.* The purpose of this Section is to implement specified provisions of State law pertaining to review by the City of applications for permits and/or land use entitlements for housing development projects. In the event of any conflict between the provisions of this Section and any provision of State law, the provision of State law shall govern.

(b) *Definitions.* As used in this section, the following terms shall have the following meanings:

1. "Housing Accountability Act" means and refers to the provisions of Government Code Section 65589.5.
2. "Housing development project" shall have the same meaning as defined in the Housing Accountability Act and includes (a) developments consisting of two or more residential units, (b) mixed-use developments consisting of residential and nonresidential uses with at least two-thirds of the square footage designated for residential use, and (c) transitional housing or supportive housing.
3. "Housing element parcel" means and refers to any parcel of land identified in the City's general plan housing element site inventory described in subdivision (a)(3) of Government Code Section 65583, or in a housing element program to make sites available pursuant to subdivision (c)(1) of Government Code Section 65583, for residential development to meet the City's share of regional housing need allocated pursuant to Government Code Section 65584.
4. "Housing for very low, low, or moderate income households" shall have the same meaning as defined in the Housing Accountability Act.
5. "Specific, adverse impact" shall have the same meaning as defined in the Housing Accountability Act. Generally, a "specific adverse impact" is a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application for a housing development project is deemed complete.

(c) *Compliance with State law.*

1. Generally. Notwithstanding any provisions of this Development Code, all proposed housing development projects shall be reviewed in accordance with requirements and limitations imposed by State law, including, but not limited to, Government Code Sections 65589.5, 65915-65918, 65583, 65584, 65863, 65905.5, 65912.100-65912.105, 65852.24, 65852.28, 65913-65913.16, 65914.7, 65940-65945.3, 65650-65656, 65660-65688, 66300-66301, and 66499.41. Except to the extent otherwise provided by State law, such review shall ensure that proposed housing development projects comply with State law and all applicable, objective standards, provisions, conditions and requirements of the general plan, any applicable specific plan, this Development Code, and other applicable ordinances and policies of the City.
2. Findings required for disapproval of housing development projects. As provided in the Housing Accountability Act, when a proposed housing development project complies with applicable, objective general plan, zoning, and subdivision standards and criteria, including design review standards, in effect at the time that the application was

deemed complete, the final review authority shall not disapprove the project or impose a condition that the project be developed at a lower density unless the review authority makes written findings, based on a preponderance of the evidence on the record, that (a) the project would have a specific, adverse impact on public health and safety unless the project is disapproved or approved upon the condition that the project be developed at a lower density, and (b) there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact, other than the disapproval of the housing development project or the approval of the project upon the condition that it be developed at a lower density.

3. Additional findings required for disapproval of housing development projects for very low, low, or moderate income households. As provided in the Housing Accountability Act, the final review authority shall not disapprove a housing development project for very low, low, or moderate income households or condition approval in a manner that renders the housing development project infeasible for development for the use of very low, low, or moderate income households, including through the use of design review standards, unless it makes written findings, based upon a preponderance of the evidence in the record, as required by subdivision (d) of the Housing Accountability Act.

(d) *Consistency review of housing development projects.* The director is authorized to review and determine whether an application for a housing development project is consistent and complies with applicable, objective general plan, zoning, and subdivision standards and criteria within the time period(s) prescribed by law, including, but not limited to, those set forth in subdivision (j) of the Housing Accountability Act.

(e) *Housing development projects subject to discretionary review.* The provisions of this subsection shall apply to the consideration of applications for development review, conditional use permits, or other quasi-judicial approvals required for the construction or operation of a housing development project that is not subject to ministerial review by the director. In the event of a conflict between the provisions of this subsection and any other provision of this Development Code, the provisions of this subsection shall apply.

1. Hearings. Government Code Section 95905.5 limits the number of hearings the City may conduct in connection with consideration of an application for a housing development project. Therefore, for so long as Government Code Section 95905.5 so provides and remains in effect, no more than five hearings or continued hearings shall be conducted in connection with consideration of an application for a housing development project, unless otherwise agreed to by the applicant or the applicant's designated representative. A meeting at which a hearing is continued to another date without public testimony or substantial discussion of the project occurring shall not count as one of the five allowed hearings. The final review authority shall consider and either approve, conditionally approve, or disapprove the application at one of the five hearings allowed pursuant to Government Code section 95905.5; provided, however, that, unless otherwise provided by law, the application shall not automatically be deemed approved if the final review authority does not act on the application at one of the five allowed hearings.

2. Required findings. Except as otherwise permitted or required by State law, the final review authority shall approve or conditionally approve an application for development review, a conditional use permit, or other quasi-judicial approval for a housing development project unless it makes written findings for disapproval in

accordance with the Housing Accountability Act. If applicable, the final review authority shall also make no net loss findings pursuant to Section 22.18.050. The findings set forth in Sections 22.48.040 and 22.58.040 are not required to be made as a prerequisite to approval or conditional approval of a site development permit or conditional use permit for a housing development project.

3. Conditions of approval. The final review authority may impose reasonable conditions of approval that are necessary to ensure that a proposed housing development project complies with all local, state and federal laws, and that impacts resulting from the development are adequately mitigated, subject to the limitations set forth in the Housing Accountability Act.

4. Environmental review. Except as otherwise provided by law, a discretionary permit or approval for a housing development project shall not be approved until all applicable provisions of the California Environmental Quality Act have been complied with.

(f) *Ministerial review.* The provisions of this subsection shall apply in the event that State law or any provision of this Code requires a housing development project to be reviewed ministerially and/or designates a housing development project a “use by right” as defined in Government Code Section 65583.2. Housing development projects subject to ministerial review include, without limitation, (a) multi-family housing development projects located on Housing Element Parcels, in which at least twenty percent (20%) of the housing units are affordable to lower-income households, and (b) housing development projects that satisfy the criteria set forth in Government Code Sections 65650 *et. seq.*, 65660 *et. seq.*, 65852.21 and/or 66411.7, 65852.28 and/or 66499.41, 65912.110 *et. seq.*, 65912.120 *et. seq.*, 65913.4, or 65913.16 or in Health and Safety Code Section 17021.8.

1. The director is authorized to ministerially review and approve or disapprove the application(s) for the proposed housing development project in accordance with applicable law. The director’s decision shall be transmitted to the applicant in writing within the time period mandated by law. Decisions of the director may be appealed to the Commission, who’s decision shall be final.

2. If the ministerial approval of a housing development project will result in fewer residential units by income category than projected for a housing element parcel in the general plan housing element, the “no net loss” provisions of Government Code Section 65863 and Section 22.18.050 apply and the director must also make the required findings.

3. Except to the extent otherwise provided by State law, the director shall not ministerially approve a proposed housing development project unless it complies with all applicable, objective standards, provisions, conditions and requirements of the general plan, this Development Code, and other applicable ordinances and policies of the City.

4. Except as otherwise provided by State law, a ministerial approval pursuant to this subsection shall remain valid for two years from the date of the final action establishing that approval and shall continue remain valid thereafter provided demolition and grading activity on the development site has begun pursuant to a permit issued by the City and is in progress.

(g) *Standard conditions.* The director is authorized to promulgate, modify, and enforce standard conditions and requirements that apply to approved housing development projects,

which implement applicable State, City, and other local agency standards, provisions, and conditions, provided such standard conditions and requirements are consistent with the provisions of the Diamond Bar City Code and State law.

Sec. 22.18.050 No Net Loss

(a) *Purpose.* The purpose of this section is to implement the No Net Loss Law and the “no net loss” provisions of the Housing Crisis Act.

(b) *Definitions.* The following definitions shall apply for purposes of this Section:

1. “Housing Crisis Act” means and refers the provisions set forth in Chapter 12 of Division 1 of Title 7 of the Government Code, commencing with Section 66300, as such provisions may be amended from time to time.
2. “Housing element parcel” means and refers to any parcel of land identified in the City’s general plan housing element site inventory described in subdivision (a)(3) of Government Code Section 65583, or in a housing element program to make sites available pursuant to subdivision (c)(1) of Government Code Section 65583, for residential development to meet the City’s share of regional housing need allocated pursuant to Government Code Section 65584.
3. “Lower residential density” has the same meaning as defined in the No Net Loss Law. Except as otherwise provided in the No Net Loss Law, lower residential density means fewer residential units in any income category than were (a) projected in the housing element site inventory to be accommodated on a housing element parcel or (b) projected in a housing element program to be developed on a housing element parcel.
4. “Not Net Loss Law” means and refers to the provisions of Government Code Section 65863, as such provisions may be amended from time to time.

(c) *No net loss provisions applicable to all parcels where housing is an allowable use.* With respect to land where housing is an allowable use, the Housing Crisis Act limits the City’s authority to change the general plan land use designation, specific plan land use designation, or zoning of a parcel or parcels of property to a less intensive use or to reduce the intensity of land use within an existing general plan land use designation, specific plan land use designation, or zoning district. Therefore, notwithstanding any other provisions of this Development Code, for so long as the Housing Crisis Act continues to so limit the City’s authority, the City shall not be obligated to accept or process an application for a general plan amendment, zoning map amendment, or zoning text amendment affecting a parcel on which housing is an allowable use if said application requests to change the general plan land use designation, specific plan land use designation, or zoning applicable to the parcel in a manner that would reduce the parcel’s residential development capacity.

(d) *No Net Loss Law provisions applicable to housing element parcels.*

1. Reductions of allowable residential density. Except as otherwise authorized pursuant to the No Net Loss Law, in addition to any other findings required pursuant to Sections 22.60, 22.70, and/or any other applicable provision of this Development Code, prior to or concurrent with approving any general plan amendment, specific plan amendment, zoning ordinance, or any other action to reduce, or require or permit the

reduction of, the allowable residential density for any housing element parcel, the City Council shall make written findings supported by substantial evidence of both of the following:

- a. The reduction of residential density is consistent with the adopted general plan, including the housing element.
 - b. The remaining sites identified in the housing element are adequate to meet the requirements of Government Code Section 65583.2 and to accommodate the City's share of the regional housing need pursuant to Government Code Section 65584. This finding shall include a quantification of the remaining unmet need for the City's share of the regional housing need at each income level and the remaining capacity of sites identified in the housing element to accommodate that need by income level.
2. Approval of development of a housing element parcel at a lower residential density.
 - a. Prior to or concurrent with approving an application allowing development of a housing element parcel at a lower residential density, the final review authority shall make a written finding supported by substantial evidence as to whether the remaining sites identified in the housing element are adequate to meet the requirements of Government Code Section 65583.2 and to accommodate the City's share of the regional housing need pursuant to Government Code Section 65584. This finding shall include a quantification of the remaining unmet need for the City's share of the regional housing need at each income level and the remaining capacity of sites identified in the housing element to accommodate that need by income level.
 - b. If the final review authority approves a development project on a housing element parcel that results in a lower residential density and does not find that the remaining sites identified in the housing element are adequate to accommodate the City's share of the regional housing need by income level, the City shall within 180 days identify and make available additional adequate sites to accommodate the City's share of the regional housing need by income level in accordance with the No Net Loss Law. This subdivision shall not be interpreted to require the City to approve an application for any permit or legislative action associated with a proposed development project. However, pursuant to the No Net Loss Law, the final review authority for a permit for a proposed housing development project may not disapprove that permit on the basis that its approval would require the City to identify and make available additional adequate sites to accommodate the City's share of the regional housing need.
3. Applicant responsibility. If an applicant for a development project or permit requests in its initial application, as submitted, a non-residential development or a mixed-use or residential development at a residential density that would result in the remaining sites in the housing element not being adequate to accommodate the City's share of the regional housing need pursuant to Government Code Section 65584, the applicant shall assist the City to comply with the No Net Loss Law as follows:

a. The applicant shall identify and include with its application a list of additional potential candidate sites to accommodate the shortfall in the City's share of the regional housing need by income level that would result from the proposed development project, along with such evidence as is reasonably requested by the director necessary to show that such candidate sites are adequate sites pursuant to Government Code Section 65583.2 and proof that the owner or owner(s) of each such candidate site consents to rezoning and/or identification of the site in the housing element. To the extent allowed by State law, sufficient additional adequate sites must be identified before the application may be deemed complete.

b. The applicant shall fund and/or provide outreach to property owners and tenants of property within the vicinity of candidate sites as required by the director, including, without limitation, the mailing of written notices and the advertisement and conduct of community meetings to provide information to interested community members about the identification and/or potential rezoning of the candidate sites.

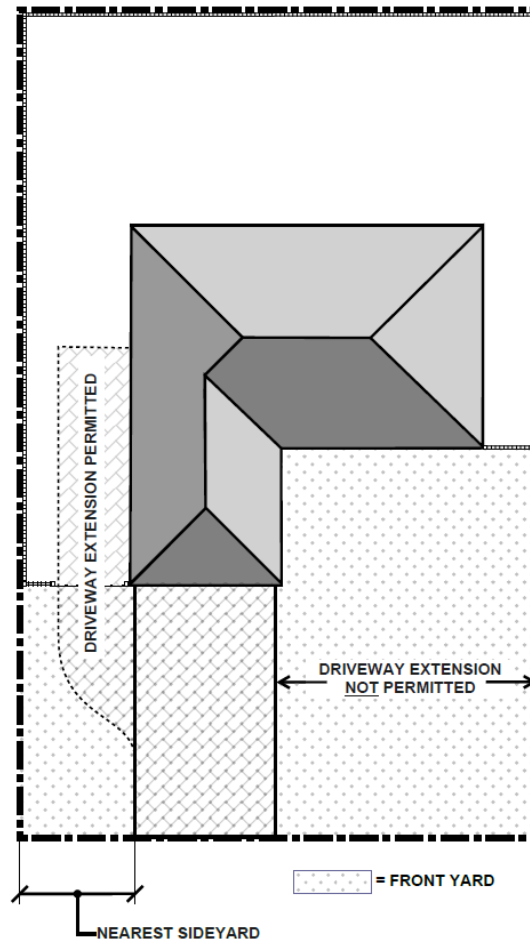
c. To the extent permitted by State law, the applicant shall reimburse the City for the actual fees and costs charged for the services of attorneys and/or other professional third-party consultants engaged by the City to provide consultation, advice, analysis, and/or review or preparation of documents in connection with the identification of candidate sites and determination of their adequacy pursuant to Government Code Section 65583.2 and/or the preparation and processing of any required general plan and/or zoning amendments. Concurrent with submittal of an application for the proposed development project, the applicant shall execute a reimbursement agreement with the City in a form approved by the City Manager and provide a deposit to the City in an amount sufficient to cover the estimated total professional fees and costs to be incurred by the City, as determined by the director in his or her reasonable discretion. The City Manager is authorized to execute said reimbursement agreement on behalf of the City.

Section 10. Paragraph 1 of Sub-subsection a. of Subsection (5) of Section 22.30.080 (Driveways and site access) of Title 22, Chapter 22.30 of the Diamond Bar City Code is hereby amended to provide additional clarification pertaining to the permitted location of a driveway extension and to replace the existing diagram with a new diagram, as follows (deletions in ~~strike through~~ text and additions shown in double underline):

(5) *Driveway width and length.*

a. *Single-family uses.*

1. Driveways are intended only to provide access to required off-street parking spaces in garages. No other paving, except walkways, shall be allowed within the front yard area. An extension of the primary driveway may be approved if the pavement width of the extension does not exceed 12 feet, is located toward the ~~nearest~~ nearest to the driveway side property line and the total hardscape area of the front yard does not exceed 50 percent of the existing front yard area. An extension of the driveway toward the side yard farthest from the driveway shall not be permitted. Front yard area shall be measured from the front property line to the front building line.

Front Yard

Section 11. Table 3-15 (Required Setbacks–Accessory Uses and Structures) of Section 22.42.110 (Residential accessory uses and structures) of Title 22, Chapter 22.42 of the Diamond Bar City Code is hereby amended to specify setback requirements for fish ponds and fountains in the front yard of single-family detached homes, as follows (deletions in ~~strickethrough~~ text and additions shown in double underline):

Single-Family Detached Homes

Accessory Structure	Type of Setback ¹	Required Setback ²
...	...	...
Swimming pool, spa, ~~the fish pond, outdoor play equipment, fountains, decorative pools~~ <u>fish ponds, fountains, decorative pools</u> ^{3,4}	Sides, rear Street side	5 feet As required for main structure
...	...	...

Notes:

- (1) Where a parcel is situated so that the front, side, or rear property lines are not readily determinable, required setbacks shall be established by the director.

- (2) A structure, projection or equipment shall not be placed or occur beyond the property lines of the subject parcel.
- (3) Rear yard setback for a detached accessory structure on a double-frontage parcel shall be a minimum of 20 percent of the parcel depth to a maximum of 25 feet.
- (4) Shall be in compliance with the standards set forth in the Building Code, such as maximum depth and pool barrier requirements.

Section 12. Section 22.42.120 (Accessory dwelling units and junior accessory dwelling units) of Title 22, Chapter 22.42 of the Diamond Bar City Code is hereby amended to conform with State law, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

Sec. 22.42.120. - Accessory dwelling units and junior accessory dwelling units.

The purpose of this section is to provide for the creation of accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in a manner consistent with state law, in order to provide for additional housing opportunities for development of low- and moderate-income housing for the community in keeping with the Housing Element of the Diamond Bar General Plan.

- (1) *Applicability.* Except as otherwise provided by state law, the standards and limitations set forth in this section apply to the development of new ADUs and JADUs in the City.
- (2) *Interpretation.* The provisions of this section shall be interpreted to be consistent with the provisions of Chapter 13 of Division 1 of Title 7 of the Government Code ~~sections 65852.2 and 65855.22~~ and shall be applied in a manner that is consistent with state law.
- (3) *Effect of Conforming.* Consistent with state law, an ADU that conforms to the provisions of this section (a) shall be deemed an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located; (b) shall be deemed a residential use that is consistent with the existing General Plan and zoning designation for the lot upon which it is located; and (c) shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.
- (4) *Definitions.* As used in this section, the following terms shall have the following meanings:
 - a. The terms “accessory dwelling unit”, “accessory structure”, “efficiency unit”, “living area”, “nonconforming zoning condition”, “passageway”, “proposed dwelling”, “public transit”, and “tandem parking” all have the same meaning as that stated in Government Code section ~~65852.2~~ 66313 as that section may be amended from time to time. The terms “accessory dwelling unit” and “ADU” shall have the same meaning.
 - b. The term “junior accessory dwelling unit” shall have same meaning as that stated in Government Code section 66313 ~~65852.22(h)(1)~~ as that section may be amended from time to time. The terms “junior accessory dwelling unit” and

“JADU” shall have the same meaning.

- c. The term “attached ADU” means an ADU, other than a converted ADU, that is physically attached to a primary dwelling structure.
- d. The term “detached ADU” means an ADU, other than a converted ADU, that is physically separated from, but located on the same lot as, a primary dwelling structure.
- e. The term “converted ADU” means an ADU that is constructed within all or a portion of the permitted existing interior space of an accessory structure or within all or a portion of the permitted existing interior space of a dwelling structure, including bedrooms, attached garages, storage areas, or similar uses. A converted ADU also includes an ADU that is constructed in the same location and to the same dimensions as a permitted existing structure or portion of a permitted existing structure.

(5) *Areas Allowed.*

- a. ADUs. ADUs conforming to the provisions in this section may be located on any lot in the city that is zoned to allow single-family or multifamily residential uses and that includes a proposed or existing legally developed single-family dwelling, duplex, or multifamily dwelling.
- b. JADU. JADUs conforming to the provisions in this section may be located within a proposed or existing legally developed single-family dwelling on any lot in the city that is zoned to allow single-family residential uses.

(6) *Number Allowed.*

- a. *Single-Family Lots.* No more than one ADU or JADU shall be allowed on a lot developed or proposed to be developed with a single-family dwelling; provided, however, that a single-family lot may have both one JADU and either (i) one ADU located within the proposed space of a single-family dwelling or within the existing space of a single-family dwelling or accessory structure, or (ii) one detached, new construction, ADU not exceeding 800 square feet in total floor area.
- b. *Multifamily Lots.* Multifamily lots may have ~~either~~ up to two detached ADUs and ~~or~~ multiple converted ADUs as follows:
 - i. No more than a total of two (2) detached ADUs may be constructed on a lot developed or proposed to be developed with one or more multifamily dwelling structures.
 - ii. On lots with no detached ADUs, one (1) or more converted ADUs may be constructed within portions of existing multifamily dwelling structures that are not used as livable space. No converted ADUs may be constructed within the existing livable space of a multifamily structure. The number of ADUs permitted under this subsection shall not exceed twenty-five (25) percent of the existing multifamily dwelling units on the lot. For the purpose of

calculating the number of allowable accessory dwelling units: (a) previously approved ADUs shall not count towards the existing number of multifamily dwelling units; and (b) fractions shall be rounded down to the next lower number of dwelling units, except that at least one (1) converted ADU shall be allowed.

~~iii. Detached ADUs may not be combined on the same multifamily lot with converted ADUs.~~

(7) *ADU Standards and Criteria.*

- a. *Development Standards.* Except as modified by this subsection or as otherwise provided by state law, an ADU shall conform to the height, setback, landscaping, lot coverage, and other development standards applicable to the lot on which it is located, as set forth in the Development Code and/or in an applicable specific plan or planned development ordinance or resolution. Notwithstanding the foregoing, when the application of a development standard related to floor area ratio, lot coverage, open-space, front setbacks, or minimum lot size would prohibit the construction of an attached or detached ADU of at least 800 square feet, such standard shall be waived to the extent necessary to allow construction of an ADU of up to 800 square feet.
- b. *Location on Lot.* Attached and detached ADUs shall not be constructed within required setback areas. New detached ADUs shall be located in the rear half of the lot. Notwithstanding the foregoing, a portion of an ADU may be constructed within the required front setback area if, and only to the extent that, application of the requirements of this subsection (7)(b) would not permit an ADU of up to 800 square feet to be constructed on the lot in compliance with all other applicable development standards.
- c. *Access.* An attached or converted ADU shall maintain independent exterior access from the proposed or existing primary dwelling structure. Such access shall not be located on the front of the primary dwelling structure or face the street on which the primary dwelling fronts.
- d. *Passageway.* No passageway shall be required in conjunction with the construction of an ADU.
- e. *Setbacks.*
 - i. *Side and Rear Yard Setbacks.* Minimum setbacks of no less than four (4) feet from the side and rear lot lines are required for new attached and detached ADUs.
 - ii. *Converted ADUs.* No setbacks are required for converted ADUs, provided the side and rear setbacks of the existing converted structure are sufficient for fire and safety, as dictated by current applicable uniform building and fire codes.
- f. *Building Separation.*

- i. A minimum separation of six feet is required between a detached ADU and the primary dwelling unit.
 - ii. A minimum separation of six feet is required between an attached or detached ADU and all other freestanding accessory structures, including freestanding garages, on the property, provided, however, that a detached ADU may be attached to a freestanding garage in compliance with all Building Code requirements.
 - iii. Building separation requirements do not apply to converted ADUs that do not include an expansion of floor area of the existing structure.
- g. *Minimum ADU Size.* An ADU shall have a minimum floor area of at least 220 square feet.
- h. *Maximum ADU Size.*
 - i. Attached ADUs: The total floor area of an attached ADU shall not exceed the following:
 - 1. Studio or one bedroom: 850 square feet or fifty percent (50%) of the floor area of the primary dwelling unit, whichever is less; provided, however, that if the size of the primary dwelling unit is less than 1,600 square feet, an attached ADU may have a total floor area of up to 800 square feet.
 - 2. Two or more bedrooms: 1,000 square feet or fifty percent (50%) of the floor area of the primary dwelling unit, whichever is less; provided, however, that if the size of the primary dwelling unit is less than 1,600 square feet, an attached ADU may have a total floor area of up to 800 square feet.
 - ii. Detached ADUs: The total floor area of a detached ADU shall not exceed the following:
 - 1. Studio or one bedroom: 850 square feet.
 - 2. Two or more bedrooms: 1,000 square feet.
 - 3. Notwithstanding the foregoing, where a detached ADU and a JADU are combined on the same lot, the total floor area of the detached ADU shall not exceed 800 square feet.
 - iii. Converted ADUs: The maximum size limitations set forth in this subsection do not apply to converted ADUs that do not increase the existing floor area of a structure. In addition, a converted ADU created within an existing accessory structure may include an expansion of not more than 150 square feet beyond the physical dimensions as the existing accessory structure to the extent necessary to accommodate ingress and egress.

- iv. Patios and Porches. An attached or detached ADU may include an attached covered patio and/or porch, which, if provided, shall be integrated into the design of the ADU and shall not exceed 60 square feet in size. Such a patio or porch shall not be considered in calculating the floor area of the ADU for purposes of the above maximum unit size limitations.
- i. *Height.*
 - i. Detached ADUs:
 - A. Except as provided below, the height of a detached ADU on a lot with an existing or proposed single-family or multifamily dwelling unit ~~New attached and detached ADUs shall be one story, constructed at ground level, and shall not exceed sixteen (16) feet, in height as measured from the finished grade to the highest area of the roofline.~~
 - B. The height of a detached ADU located on a lot with an existing or proposed multifamily, multistory dwelling unit, shall not exceed eighteen (18) feet.
 - C. The height of a detached ADU located on a lot with an existing or proposed single-family or multifamily dwelling unit that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, shall not exceed eighteen (18) feet; provided, however, that up to an additional two (2) feet in height is allowed if necessary to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.
 - ii. Attached ADUs: The height of an attached ADU shall not exceed twenty-five (25) feet or the height limitation that applies to the primary dwelling, whichever is lower. In no event shall an attached ADU exceed two (2) stories.
 - iii. Converted ADUs: Converted ADUs are not subject to a height limitation.
 - iv. Measurement: The height of an ADU shall be as measured from the finished grade to the highest area of the roofline.
- j. *Exterior Design.* Except to the extent necessary to meet current fire and building codes, A ~~an~~ ADU shall match the architectural style and design features of the primary residential structure as provided below, including, but not limited to:
 - i. Exterior finishes: Exterior finish M ~~materials shall be the same as or visually match those of the primary residential structure in terms of, colors, type, size, and placement, surface treatments and details;~~
 - ii. Roofing Pitch: Type, pitch and materials ~~Roof pitch shall be the same as the predominant roof pitch of the primary residential structure;~~
 - iii. Proportion and form ~~Trim: The trim around the doors and windows shall be the same type and finish as the primary residential structure; and~~

- iv. Windows: Type, forms, and dimensional ratios- Windows shall match those of the primary residential structure in terms of type, proportion (height and width ratio) and orientation (vertical vs. horizontal);
- v. Eaves: For an attached ADU, eaves shall project from the ADU the same distance as the eaves on the primary residential structure. For a detached ADU, eaves shall project from the ADU at least one foot on all elevations;
- vi. Fascia Boards: Fascia boards shall match the primary structure or in the event the primary structure has 2x4, shall be no wider than 2x6; and
- vii. The front elevation of an ADU that is visible from the street shall have the same architectural details as the primary residential structure.

A converted ADU that is constructed within all or a portion of the permitted existing interior space of a dwelling or accessory structure is not required to meet the foregoing exterior design standards; provided, however, that exterior alterations to the structure such as those necessary to meet building codes must meet the relevant design standards above.

- k. *Recreational Vehicles.* Neither the primary residence nor the proposed ADU shall be a recreational vehicle.
- l. *Off-Street Parking.*
 - i. One additional off-street parking space must be provided for a new attached or detached ADU. This parking space shall be accessible from the ~~existing~~ approved driveway approach, and may be provided in setback areas or as tandem parking on a driveway, unless specific findings are made by the director that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety concerns. An existing driveway may be widened to accommodate the one off-street parking space pursuant to section 22.30.080.
 - ii. Notwithstanding the foregoing, an additional off-street parking space is not required to be provided in the following instances:
 - 1. If the ADU is located within one-half mile walking distance of public transit.
 - 2. If the ADU is located within a historic district.
 - 3. If the ADU is part of the proposed or existing primary residence or an accessory structure;
 - 4. When on-street parking permits are required but not offered to the occupant of the ADU.
 - 5. When there is a car share vehicle located within one block of the ADU.

- 6. If the ADU is a detached ADU that has a total floor area of 800 square feet or less.
 - 7. If the ADU is located on a lot developed or proposed to be developed with one or more multifamily dwelling structures.
 - iii. The parking space required for a new attached or detached ADU is in addition to the parking spaces required for the primary dwelling. However, when a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.
 - m. *Utility Service.* Utilities serving an ADU (e.g., electricity, gas, sewer, and water) shall be common to and dependent on the primary residence. An ADU shall not be provided with separate metered utilities, unless otherwise required by applicable building, fire or electrical code provisions. For any ADU using septic facilities allowed by the California Regional Water Quality Control Board and the city, written certification of acceptability and approval by the local health officer shall be submitted.
 - n. *Impact Fees.* Construction of an ADU is subject to applicable development impact fees adopted by the City pursuant to California Government Code, Title 7, Division 1, Chapter 5 (commencing with § 66000) and Chapter 7 (commencing with § 66012). No impact fee is required for an ADU that is less than 750 square feet in size. Any impact fee that is required for an ADU that is 750 square feet or more in size shall be charged proportionately in relation to the square footage of the primary dwelling. For purposes of this section, “impact fee” does not include any planning application fee, plan check fee, or building permit fee that is otherwise applicable.
- (8) *Standards and Criteria Applicable to JADUs.*
- a. *Footprint.* A JADU may only be constructed within the walls of a proposed or existing single-family dwelling, including an existing attached garage.
 - b. *Unit Size.* A JADU shall not exceed 500 square feet in size.
 - c. *Separate Entrance.* A JADU must include a separate entrance from the main entrance of the proposed or existing single-family residence in which it located.
 - d. *Kitchen Requirements.* A JADU must include an efficiency kitchen, including a cooking facility with appliances, and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.
 - e. *Bathroom Facilities.* A JADU may include separate sanitation facilities or may share sanitation facilities with the proposed or existing single-family dwelling in which it is located. If a JADU does not include separate sanitation facilities, the JADU must include an interior entrance to the primary dwelling’s main living area.
 - f. *Parking.* No additional off-street parking is required for a JADU beyond that

required at the time the existing primary dwelling was constructed. However, when an existing attached garage is converted to a JADU, any required off-street parking spaces for the primary dwelling that are eliminated as a result of the conversion shall be replaced. These replacement parking spaces may be located in any configuration on the same lot, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces.

- g. *Fire Protection.* For purposes of any fire or life protection ordinance or regulation, a JADU shall not be considered a separate or new dwelling unit.
- h. *Utility Service.* For purposes of providing service for water, sewer, or power, including a connection fee, a JADU shall not be considered a separate or new dwelling unit. A JADU shall be served by the same water, sewer, and other utility connections serving the primary single-family dwelling in which it is located, and no separate utility meters shall be permitted for a JADU.

(9) *Other Requirements.*

- a. *No Separate Conveyance.* Except as otherwise provided in Government Code section ~~65852.26~~66634.1 or by other applicable law, an ADU or JADU may be rented separate from the primary residence, but may not be owned, sold or otherwise conveyed separate from the primary residence, and a lot shall not be subdivided in any manner that would authorize such separate sale, conveyance, or ownership.
- b. *No Short-Term Rental Permitted.* An ADU or JADU may be rented, although rental is not required. Any rental term of an ADU or JADU that is legally created after June 1, 2017 shall be ~~longer than~~ 30 days or longer.
- c. *Owner Occupancy.*
 - i. ADUs. Owner-occupancy of a lot on which an ADU is located is not required.
 - ii. JADUs. An owner of record of the single-family lot upon which a JADU is located shall occupy either the JADU or the remaining portion of the primary single-family dwelling as his/her/their principal residence. In the event owner occupancy of the property ceases, the JADU shall automatically become uninhabitable space, shall not be used as a separate dwelling unit, and shall not be separately rented or leased for any purpose.
- D. *Recorded Covenant.* Prior to the issuance of a building permit for an ADU or a JADU, the owner(s) of record of the property shall provide to the director a copy of a covenant agreement, declaration of restrictions, or similar deed restriction recorded against the property, which is in a form prepared by and/or acceptable to the director. The deed restriction shall run with the land and shall bind all future owners, heirs, successors, or assigns; shall contain restrictions pertaining to ownership and conveyance, rental, owner occupancy, and the size and attributes of the ADU / JADU that conform to this section; and shall provide that it may not be modified or terminated without the prior written consent of the director.

(10) *Permit Application and Review Procedures.*

- a. *Building Permit Required.* A building permit is required prior to construction of an ADU or JADU. Except as otherwise provided in this section or by state law, all building, fire, and related code requirements applicable to habitable dwellings apply to ADUs and JADUs. However, fire sprinklers shall not be required if they are not required for the primary dwelling, and the construction of an ADU shall not trigger a requirement for fire sprinklers to be installed in an existing multifamily dwelling.
- b. *Application.* Prior to the issuance of a building permit for an ADU or JADU, the applicant shall submit an application on a form prepared by the City, along with all information and materials prescribed by such form. No application shall be accepted unless it is completed as prescribed and is accompanied by payment for all applicable fees.
- c. *Review.* Except as otherwise provided herein, ~~t~~The director shall consider and approve or disapprove a complete application for an ADU or JADU ministerially without discretionary review or public hearing within sixty (60) days from the date the City receives a complete application. Notwithstanding the foregoing sentence, beginning January 1, 2025, the director shall consider and approve or disapprove a complete application for a detached ADU within thirty (30) days from the date the City receives a complete application if the application utilizes either (i) an ADU plan pre-approved by the City within the current triennial California Building Standards Code rulemaking cycle or (ii) a plan that is identical to a plan used in an application for a detached ADU approved by the City within the current triennial California Building Standards Code rule-making cycle. Review is limited to whether the proposed ADU or JADU complies with the requirements of this section and/or state law, as applicable. If the director disapproves an application for an ADU or JADU, the director shall concurrently return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant. If an applicant requests a delay in processing the application, the time period for the director to review of an application shall be tolled for the period of the requested delay. If the application to create an ADU or a JADU is submitted with an application to create a new single-family or multifamily dwelling on the lot, the director may delay acting on the application for the ADU or the JADU until the City acts on the application to create the new single-family or multifamily dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.
- d. *Zoning Conformity.* The City shall not require the correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the ADU as a condition of approval of a permit application for the creation of an ADU or JADU.
- e. *Demolition Permits.* A demolition permit for a detached garage that is to be replaced with an ADU will be reviewed with the application for the ADU and issued at the same time. The applicant shall not be required to provide written notice or post a placard for the demolition of a detached garage that is to be replaced with

an ADU, unless the property is located within an architecturally and historically significant historic district.

- e-f. *Conformity with State Law.* The City shall not apply any requirement or development standard provided for in this section to an ADU or a JADU to the extent prohibited by any provision of state law, including, but not limited to, subdivision ~~(a)(e)(1)~~ of Government Code section ~~66323~~65852-2.

Section 13. Title 22, Chapter 22.42 of the Diamond Bar City Code is hereby amended to add new Section 22.42.170 pertaining to transitional and supportive housing to read in its entirety as:

Sec. 22.42.170. – Transitional and supportive housing.

- (a) *Transitional Housing and Supportive Housing.* Consistent with subdivision (c)(3) of California Government Code Section 65583, transitional and supportive housing are considered residential uses of property and shall be subject only to those permit requirements, development standards, and restrictions that apply to other residential dwellings of the same type or configuration in the same zoning district, as determined by the department based on the predominant characteristics of the proposed development. The applicant for a transitional or supportive housing development shall provide all information reasonably requested by the department necessary to establish that the proposed use meets the definition of transitional housing or supportive housing pursuant to California Government Code Section 65582.
- (b) *Permanent Supportive Housing For Persons Experiencing Homelessness.* Notwithstanding any other provision of this Development Code, in accordance with California Government Code Section 65650 *et. seq.*, a supportive housing development shall be a use by right in any zoning district where multifamily and mixed uses are permitted and shall be reviewed and approved by the Director ministerially through the zoning clearance and/or plot plan procedures within the time periods set forth in California Government Code Section 65653 if it conforms to each of the following requirements:
- i. The development shall consist of 50 units or fewer.
 - ii. The development shall conform to all objective development standards and policies that apply to multifamily dwellings or multifamily residential components of mixed-use projects in the zoning district in which the development is located; provided, however, that, if the proposed development is located within one-half mile of a public transit stop, no minimum parking requirements shall apply to the units occupied by supportive housing residents.
 - iii. The development shall satisfy all requirements set forth in California Government Code Section 65651, including, without limitation, the following:
 - A. Units with the development shall be subject to a recorded affordability restriction for 55 years.
 - B. One hundred percent of the units, excluding managers' units, within the development shall be restricted to lower income households and receiving

- public funding to ensure affordability of the housing to lower income Californians.
- C. At least 25 percent of the units in the development or 12 units, whichever is greater, shall be restricted to residents who meet criteria of the target population as defined in California Health and Safety Code Section 50675.14. If the development consists of fewer than 12 units, then 100 percent of the units, excluding manager's units, in the development shall be restricted to such residents.
 - D. Nonresidential floor area shall be used for onsite supportive services in the following amounts:
 - 1. For a development with 20 or fewer total units, at least 90 square feet shall be provided for onsite supportive services.
 - 2. For a development with more than 20 units, at least three percent of the total nonresidential floor area shall be provided for onsite supportive services that are limited to tenant use, including, but not limited to, community rooms, case management offices, computer rooms, and community kitchens.
 - E. The project shall replace any existing or previously demolished protected units on the site in the manner provided in subdivision (c)(3) of Government Code Section 65915.
 - F. Units within the development, excluding managers' units, include at least one bathroom and a kitchen or other cooking facilities, including, at a minimum, a stovetop, a sink, and a refrigerator.
- iv. The applicant shall submit for review and approval by the Director a plan for providing on-site supportive services, along with supporting documentation, in accordance with California Government Code Section 65652. Such on-site supportive services may include, but are not limited to, transportation services, counseling services, individual case management, job readiness training, assistance in applying for competitive employment, housing retention assistance services, health status improvement services, mental health services, drug rehabilitation services, parenting services, and budgeting and life skill services.
 - v. The property owner shall enter into a regulatory agreement with the City, in a form approved by the City Manager, to ensure compliance with the provisions of Government Code Section 65651 and this Section. The regulatory agreement shall be recorded as a covenant against the property prior to issuance of a building permit for any structure in the development. The regulatory agreement shall remain a senior, non-subordinate covenant and as an encumbrance running with the land for the full term thereof. In no event shall the covenant or regulatory agreement be made junior or subordinate to any deed of trust or other documents providing financing for the construction or operation of the project, or any other lien or encumbrance whatsoever for the entire term of the required covenants. The

City Manager is authorized to approve and execute each regulatory agreement and any amendments thereto on behalf of the City.

- (c) *Low-Barrier Navigation Centers.* Notwithstanding any other provision of this Development Code, a low-barrier navigation center shall be permitted as a use by right in any areas zoned for mixed use and in nonresidential zoning districts permitting multifamily uses and shall be reviewed and approved by the Director ministerially through the zoning clearance and/or plot plan procedures within the time periods set forth in California Government Code Section 65664 if it satisfies the requirements set forth in California Government Code Section 65662. The applicant for low-barrier navigation center shall provide all information reasonably requested by the department necessary to establish that it meets all applicable requirements.

Section 14. Table 4-1 of Section 22.44.020 (Authority for land use and zoning decisions) of Title 22, Chapter 22.44 of the Diamond Bar City Code is hereby amended to delete the "Hearing Officer" column from the Table and to identify the Director, rather than Hearing Officer, as the review authority for administrative development reviews and minor conditional use permits, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

Type of Permit or Decision	Director	~~Hearing Officer~~	Planning Commission	City Council
...	...	...	...	...
Administrative development review	<u>Final</u>	~~Final~~	Appeal	Appeal
...	...	...	...	...
Minor conditional use permits	<u>Final</u>	~~Final~~		
...	...	...	...	...

Note: The director ~~and hearing officer~~ may defer action on permit applications and refer the item(s) to the commission for the final decision.

Section 15. Subsection (a) of Section 22.44.040 (Application fees) of Title 22, Chapter 22.44 of the Diamond Bar City Code is hereby amended to make a typographical correction, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

- (a) Filing fees required. The council shall, by resolution, establish a schedule of fees for permits, entitlements, amendments, and other matters pertaining to this Development Code, hereafter referred to as the city's fee resolution. The schedule of fees may be changed or modified only by resolution of the council. The city's processing fees are cumulative. For example, if an application for a lot line adjustment also requires a minor variance, both fees will be charged. Also, specified projects may be subject to a deposit and an hourly rate,

rather ~~then~~ than a flat application fee(s), in compliance with the city's fee resolution. Processing shall not commence on an application until all required fees/deposits have been paid. Without the application fee, or a deposit if applicable, the application will not be deemed complete.

Section 16. Subsection (a) of Section 22.47.020 (Applicability) of Title 22, Chapter 22.47 of the Diamond Bar City Code is hereby amended to remove decks and tenant improvements from the list of improvements requiring a plot plan review, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

- (a) *Required.* A plot plan review shall be required prior to the issuance of a building, grading, or other construction permit, or other authorization required by the Municipal Code or this Development Code. A plot plan review shall also be required for additions of 301 square feet or larger and less than 50 percent of the existing habitable floor area of all existing structures on the site in residential zoning districts, retaining walls, ~~decks, tenant improvement,~~ and similar structures/improvements. Where no other authorization is required, a request for plot plan review shall be approved by the department before the commencement of any business or land use activity.

Section 17. Subsection (b) of Section 22.48.030 (Application, processing, and review) of Title 22, Chapter 22.48 of the Diamond Bar City Code is hereby amended to identify the Director, rather than Hearing Officer, as the review authority for administrative development reviews, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

- (b) Factors to be considered. In conducting the review for a particular project, the ~~hearing officer~~ director or commission shall consider the location, design, site plan configuration and the overall effect of the proposed project upon surrounding properties and the city in general. Review shall be conducted by comparing the proposed project to applicable general plan policies, any applicable specific plan, development standards, design guidelines, and other applicable ordinances for the city.

Section 18. Section 22.48.050 (Responsibility for development review) of Title 22, Chapter 22.48 of the Diamond Bar City Code is hereby amended to make a typographical correction and to identify the Director, rather than Hearing Officer, as the review authority for administrative development reviews, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

Sec. 22.48.050. - Responsibility for development review.

- (a) ~~Development review commission~~ Planning Commission. The commission is authorized to impose conditions which may include the following:
- (1) Requirements for open spaces, screening and buffering of adjacent properties, fences, and walls;
 - (2) Requirements for installation and maintenance of landscaping and erosion control measures;

- (3) Requirements for street improvements and dedications, regulation of vehicular ingress and egress, and traffic circulation;
 - (4) Regulation of hours or other characteristics of operation;
 - (5) Requirements for maintenance of on-site improvements;
 - (6) Establishment of development schedules or time limits for performance or completion; and
 - (7) Other conditions necessary to ensure compatibility with surrounding uses, to preserve the public health, safety, and welfare and necessary to make the findings required by section 22.48.040 (Findings and decision) above.
- (b) *Administrative development review*—~~Hearing officer~~ Director. The ~~hearing officer~~ director is authorized to impose conditions which may include those areas listed in section 22.48.050(a), above. If, in the opinion of the ~~hearing officer~~ director, the application involves unusual site development requirements or unique operating characteristics, or raises questions of development policy pertaining to applications for administrative development review and that require commission consideration, the ~~hearing officer~~ director shall defer and refer the application to the commission for review and decision.

Section 19. Section 22.56.020 (Applicability) of Title 22, Chapter 22.56 of the Diamond Bar City Code is hereby amended to identify the Director as the review authority for minor conditional use permits, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

Sec. 22.56.020. - Applicability.

An application for a minor conditional use permit may be filed with the department in compliance with chapter 22.44 (Applications, Processing, and Fees) for a specified land use that is allowed within a particular zoning district with the approval of a minor conditional use permit. A public hearing is required for all minor conditional use permits, which shall be considered by the ~~hearing officer~~ director.

Section 20. Subsection (c) of Section 22.56.030 (Application filing, processing, and review) of Title 22, Chapter 22.56 of the Diamond Bar City Code is hereby amended to identify the Director as the review authority for minor conditional use permits, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

Sec. 22.56.030. - Application filing, processing, and review.

- (a) Filing. An application for a minor conditional use permit shall be completed, filed and processed in compliance with chapter 22.44 (Applications, Processing, and Fees). It is the responsibility of the applicant to establish evidence in support of the findings required by section 22.56.040 (Findings and decision), below.
- (b) Project review procedures. Each application shall be analyzed by the department to ensure that the application is consistent with the purpose and intent of this chapter.

- (c) Notice and hearings. Upon receipt of a minor conditional use permit application in proper form, the ~~hearing officer~~ director shall hold at least one public hearing, in compliance with chapter 22.72 (Public Hearings).

Section 21. Section 22.56.040 (Findings and decision) of Title 22, Chapter 22.56 of the Diamond Bar City Code is hereby amended to identify the Director as the review authority for minor conditional use permits, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

Sec. 22.56.040. - Findings and decision.

Following a public hearing, the ~~hearing officer~~ director shall record the decision in writing with the findings on which the decision is based, or may refer the application to the commission. The minor conditional use permit application shall not be approved, with or without conditions, unless all of the following findings can be made:

Section 22. Section 22.56.050 (Conditions of approval) of Title 22, Chapter 22.56 of the Diamond Bar City Code is hereby amended to identify the Director as the review authority for minor conditional use permits, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

Sec. 22.56.050. – Conditions of approval.

In approving a minor conditional use permit, the ~~hearing officer~~ director may impose conditions deemed necessary to ensure that the approval will be in compliance with the findings required by (Findings and decision), above.

Section 23. Section 22.60.020 (Applicability) of Title 22, Chapter 22.60 of the Diamond Bar City Code is hereby amended to make a typographical correction, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

A specific plan, which is designed to provide for flexibility and encourage ~~innovate~~ innovative use of land resources and development of a variety of housing and other development types, shall be required under the following circumstances:

- (1) *Sphere of influence.* Areas included within the city's sphere of influence require the preparation of a specific plan to protect unique biological resources, create fiscal benefits for the city, and enhance its infrastructure;
- (2) *Planning areas.* Areas designated planning areas (PA) require the preparation of a specific plan in compliance with chapter 22.12 (Special Purpose Zoning Districts);
- (3) *Specific plan zoning district.* Areas designated specific plan zoning district require the preparation of a specific plan in compliance with chapter 22.12 (Special Purpose Zoning Districts); and
- (4) *Private property owners.* A specific plan, as a tool which is available to private property owners not covered by subsections (1), (2), and (3), above, could assist in the comprehensive master planning of a specific site(s).

Section 24. Subsection (a) of Subsection (1) of Subsection (b) of Section 22.68.020 (Restrictions on nonconforming uses) of Title 22, Chapter 22.68 of the Diamond Bar City Code is hereby amended to make a typographical correction, as follows (deletions in ~~strike through~~ text and additions shown in double underline):

- (b) *Nonconforming use of a conforming structure.* The nonconforming use of a structure that otherwise conforms with applicable provisions of this Development Code may be continued, transferred, and sold, as follows, provided that no structural alterations, except those required by law, are made:
 - (1) *Expansion of use.* The nonconforming use of a portion of a conforming structure may be extended throughout other portions of the structure. However, an expansion shall not:
 - a. Be granted more ~~then~~ than one time; and
 - b. Exceed a maximum of ten percent of the total floor area of the structure before the expansion.

Section 25. Paragraph (2) of Subsection (b) of Section 22.68.030 (Restrictions on nonconforming structures) of Title 22, Chapter 22.68 of the Diamond Bar City Code is hereby amended to clarify the reference to side setbacks, as follows (deletions in ~~strike through~~ text and additions shown in double underline):

- (b) *Changes to, or expansion of, a structure.* The addition, enlargement, extension, reconstruction, relocation or structural alteration of a nonconforming structure, may be allowed with minor conditional use permit approval, in compliance with chapter 22.56, (Minor Conditional Use Permits). The hearing officer may approve a minor conditional use permit only if the following findings can be made, in addition to those contained in section 22.56.040 (Findings and decision).

In the case of residential dwelling units with nonconforming setbacks or distance separations to dwelling units on adjoining parcels, a minor conditional use permit shall not be required if the proposed change or expansion meets the following criteria:

- (1) The addition or improvement conforms to all other applicable provisions of this Development Code; and
- (2) An addition to the first floor (i.e., the floor level closest in elevation to the adjacent street grade) or lower levels may have the same side setbacks as the adjoining portion of the existing structure; however, if the existing adjoining side setback is less than five feet, the exterior limits of new construction shall maintain a minimum five-foot setback.

Section 26. Section 22.80.020 (Definitions of specialized terms and phrases) of Title 22, Chapter 22.80 of the Diamond Bar City Code is hereby amended to revise the definitions of “supportive housing” and “transitional housing” to conform to State law, replace the existing definition of “school” with new separate definitions for “private school,” “public school,” and “trade school,” replace the existing definition of “studios for art, dance, music, photography, etc.” with new separate definitions for “studio” and “specialized education and training,” revise, and add new definitions for “low-barrier navigation center”

and “public right-of-way,” as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

...

(l) Definitions, “L.” The following definitions are in alphabetical order:

...

Lot width. The horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines. See Figure 6-6 (Lot Features). The director shall determine lot width for parcels of irregular shape.

Low-barrier navigation center. A Housing First, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. A low-barrier navigation center includes any facility that meets the definition and requirements set forth in Sections 65660 and 65662 of the California Government Code.

Lumber and wood product manufacturing. Manufacturing, processing, and sales uses involving the milling of forest products to produce rough and finished lumber and other wood materials for use in other manufacturing, craft, or construction processes. Includes the following processes and products:

Containers, pallets and skids

Milling operations

Trusses and structural beams

Turning and shaping of wood products

Wholesaling of basic wood products

Wood product assembly

Craft-type shops are included in "handcraft industries and small-scale manufacturing." Other wood and cabinet shops are included under "furniture and fixture manufacturing." The indoor retail sale of building materials, construction tools and equipment is included under "building material stores."

...

(p) Definitions, “P.” The following definitions are in alphabetical order:

...

Public nuisance. A public nuisance affects an entire community or neighborhood, or any considerable number of persons at the same time, although the extent of the annoyance or damage inflicted upon individuals may be unequal. Civil Code § 3480. A public nuisance is an act or omission which interferes with the interests of the community or interferes with the public health, safety, and welfare.

Public right-of-way. The area dedicated to public use for street or pedestrian purposes, including privately owned and maintained roads within the city that are generally held open to the public for purposes of vehicular and pedestrian traffic and includes alleys, driveways, highways, medians, parkways, planter strips, roads, sidewalks, and streets.

Public safety facilities. Facilities operated by public agencies including fire stations, other fire prevention and firefighting facilities, police and sheriff substations and headquarters, including interim incarceration facilities.

. . .

(s) Definitions, "S." The following definitions are in alphabetical order:

~~*School.* An institution of learning, whether public or private that offers instruction, training, testing, apprenticeship, tutoring, exam preparation, educational guidance, counseling and evaluation. Learning may occur at training facilities, educational institutions, and through correspondence, television, Internet, or other means such as:~~

~~Boarding schools~~

~~Business, secretarial, and vocational schools~~

~~Community colleges, colleges and universities~~

~~Elementary, middle, and junior high schools~~

~~Establishments providing courses by mail or Internet~~

~~High schools~~

~~Military academies~~

~~Professional schools (law, medicine, etc.)~~

~~Seminaries/religious ministry training facilities~~

~~Also includes specialized non-degree grant schools offering instructions in:~~

~~Art studio~~

~~Ballet and other dance studios~~

~~Computers and electronics~~

~~Drama studio~~

~~Drivers' education~~

~~Language~~

~~Martial arts studio~~

~~Math~~

~~Music~~

~~Science~~

~~Tutorial services~~

~~Also includes facilities, institutions and conference centers that offer specialized programs in personal growth and development, including fitness, environmental awareness, arts, communications, and management. Does not include preschools and child day care facilities (see "child day care facilities").~~

School, Private. An institution conducting regular academic instruction at kindergarten, elementary, secondary or higher levels operated by a nongovernmental organization and which is not a trade school.

School, Public. A public governmental institution conducting regular academic instruction at kindergarten, elementary, secondary, or higher levels.

School, Trade. Private schools offering preponderant instruction in the technical, commercial and/or trade skills, such as real estate schools, business colleges, electronic schools, automotive and aircraft technician schools, and similar commercial establishments.

Second hand stores. Indoor retail establishments that buy and sell used products, including books, clothing, furniture and household goods. The sale of antiques is included under "art, antique, collectible and gift sales." The sale of cars and other used vehicles is included under "auto, mobile home and vehicle sales." Does not include pawn shops.

...

Sound level meter. An instrument, including a microphone, an amplifier, an output meter and frequency weighting network, for the measurement of sound levels, that satisfies the requirements pertinent for Type S2A meters in American National Standards Institute specifications for sound level meters.

Specialized education and training. Small scale facilities, typically occupying no more than one demised instructional space. These include facilities for, but not limited to, art, ballet and other dance, drama, drivers' education, language, martial arts, math, music, science, tutorial services.

Also includes facilities, institutions and conference centers that offer specialized programs in personal growth and development, including fitness, environmental awareness, communications, and management. Does not include preschools and child day care facilities (see "child day care facilities").

Stand. A natural grouping of three or more trees.

...

~~*Studios for art, dance, music, photography, etc.* Facilities for individual and group instruction and training in the arts; production rehearsal; photography, and the processing of photographs produced only by users of the studio facilities; and martial arts training studios.~~

Studio. The workplace of one (1) or more individuals who are engaged in the production of works of art or handcrafts for a living, including, but not limited to, painting, sculpture, music, photography, ceramics and glass works.

Subdivider. A person, firm, corporation, partnership or association, a governmental agency, public entity, or public utility, or the grantor to any such agency, entity, utility, or subsidiary, who proposes to subdivide land or real property for themselves or others, except employees and consultants or other persons or entities acting in this capacity on behalf of the subdivider.

...

~~*Supportive housing.* Housing configured as rental housing developments~~ A housing development, as defined in either Section 65582 or 65650 of the California Government Code, with no limit on length of stay, that is occupied by the applicable target population ~~as defined in Section 50675.14 of the California Health and Safety Code,~~ and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live, and when possible, work in the community. ~~Supportive housing shall be considered a residential use subject to the same standards as other similar residential uses of the same type in the same zone, based upon the predominant operating characteristics of the use.~~ Supportive housing does not include parolee-probationer homes; nor

does this definition include commercial lodging facilities providing prenatal and/or postnatal accommodations.

...

(t) Definitions, "T." The following definitions are in alphabetical order:

...

Transitional housing. ~~Housing. A form of supportive housing consisting of buildings configured as rental housing developments, but operated under program requirements that require call for the termination of assistance and recirculating recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which that shall be no less than six months from the beginning of the assistance, pursuant to Subsection (h) of Section 50675.2 of the California Health and Safety Code. Transitional housing shall be considered a residential use subject to the same standards as other similar residential uses of the same type in the same zone, based upon the predominant operating characteristics of the use.~~ Transitional housing does not include parolee-probationer homes; nor does this definition include commercial lodging facilities providing prenatal and/or postnatal accommodations.

...

Section 27. The City Council finds that this Ordinance is not subject to, and/or is exempt from, review under the California Environmental Quality Act ("CEQA").

The amendments pertaining to transitional and supportive housing, low-barrier navigation centers, general residential care facilities, affordable housing and density bonus regulations, dwelling unit protection regulations, review by the City of applications for permits and/or land use entitlements for housing development projects, and no net loss regulations implement or repeat existing provisions of state law and are therefore ministerial actions that are not subject to CEQA.

In addition, the amendments pertaining to transitional and supportive housing, low-barrier navigation centers, general residential care facilities, density bonus regulations, and accessory dwelling units were contemplated in the Housing Element Update and are within the scope of the Final EIR No. SCH 2018051066 for the Diamond Bar 2040 General Plan certified by the City Council on December 17, 2019, as addended pursuant to the Addendum adopted by the City Council on August 11, 2022 in conjunction with adoption of the Housing Element Update, and thus no further environmental review is required as to these amendments pursuant to Public Resources Code Section 21166 and Section 15162 of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations) because the amendments will not result in any new significant impacts or a substantial increase in the severity of previously identified significant impacts.

To the extent they are subject to review under CEQA, the amendments to Section 22.42.120 pertaining to accessory dwelling units are also statutorily exempt from CEQA pursuant to Public Resources Code section 21080.17 and CEQA Guidelines section 15282(h).

To the extent they are subject to review under CEQA, the amendments pertaining to transitional and supportive housing and low-barrier navigation centers are categorically exempt pursuant to CEQA Guidelines sections 15301 (Existing Facilities) and 15303 (New Construction or Conversion of Small Structures).

To the extent they are subject to review under CEQA, the amendments modifying the definitions and use tables pertaining to schools, studios, and facilities for education and training in the I (light industry) zoning district are categorically exempt pursuant to CEQA Guidelines section 15301 (Existing Facilities) as the type of uses under these use categories are already permitted or conditionally permitted in the applicable zones or less intensive zones (i.e., studios are existing permitted uses in commercial zoning districts and are similar to other uses already permitted in the I (light industry) zoning district).

The amendments clarifying permitted locations and projections into setbacks for porches (Section 22.16.090) and specifying setback requirements for fish ponds and fountains in the front yard of single-family detached homes (Section 22.42.110) are categorically exempt pursuant to CEQA Guidelines section 15303 (New Construction or Conversion of Small Structures).

The amendments that correct typographical errors, delete obsolete provisions, add or correct cross-references to other Development Code sections or state statutes, clarify ambiguities in existing definitions or regulations, implement or repeat existing state law requirements, or relate only to review procedures or requirements are not considered a Project under CEQA, as defined in section 15378(b)(5) of the State CEQA Guidelines, as they organizational and administrative actions of government that will not result in direct or indirect physical changes in the environment.

To the extent not otherwise exempt from review for other reasons stated herein, the Ordinance is not subject to CEQA because it can be seen with certainty that the proposed Development Code Amendments will not result in a direct or reasonably foreseeable indirect physical change in the environment (Section 15060(c)(2) of the CEQA Guidelines) and this Ordinance is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment (Section 15061 (b)(3) of the CEQA Guidelines).

Section 28. Severability. If any section, clause, phrase, word or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each other section, clause, phrase, word or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

Section 29. The City Clerk shall attest and certify to the passage and adoption of this Ordinance within 15 days after adoption, cause it to be published or posted in accordance with California law, and it shall be effective 30 days after adoption pursuant to Government Code Section 36937.

PASSED, APPROVED and ADOPTED this 16th day of July, 2024.

THE 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 Ordinance was introduced at a regular meeting of the City Council of the City of Diamond Bar held on the 18th day of June, 2024, and was duly adopted at a regular meeting of the City Council of the City of Diamond Bar held on the 16th day of July, 2024, by the following vote:

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

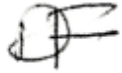
Kristina Santana, City Clerk

Agenda #: 6.1
Meeting Date: June 18, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
 FROM: Daniel Fox, City Manager 
 TITLE: **DEVELOPMENT CODE AMENDMENT TO IMPLEMENT HOUSING PROGRAMS CONTAINED IN THE CERTIFIED 2021-2029 HOUSING ELEMENT AND TO CONFORM WITH STATE LAW (PL 2022-59).**
 STRATEGIC GOAL: *Open, Engaged & Responsive Government*

RECOMMENDATION:

- A. Determine that the proposed Development Code Amendment is categorically and statutorily exempt from the California Environmental Quality Act ("CEQA"); and
- B. Introduce first reading by title only, waive full reading of the Ordinance, open the Public Hearing to receive public testimony, schedule the second reading and adoption at the next regularly scheduled City Council meeting:

"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."

FINANCIAL IMPACT:

None.

SUMMARY:

The Diamond Bar Development Code (Title 22 of the Diamond Bar City Code) was first adopted in 1998. Its purpose and intent are "to implement the policies of the Diamond Bar general plan by classifying and regulating the uses of land and structures within the

City of Diamond Bar.”¹ Amendments to the Development Code are needed from time to time to reflect community values, to keep pace with new state and federal laws, to implement local policies, and to resolve the internal inconsistencies and errors that are eventually encountered.

In the wake of the numerous housing and development laws passed by the State Legislature in recent years, together with the housing programs contained in the City’s certified 2021-2029 Housing Element, the proposed ordinance would amend several sections of the Development Code to ensure continued conformance with State law. The proposed ordinance also incorporates several “cleanup” items to clarify the intent of various existing regulations.

BACKGROUND:

State Housing Laws

In addition to the routine cleanup items and the codifying of miscellaneous laws that the City is already subject to, the amendments proposed in the attached ordinance (Attachment 1) are largely focused on ensuring that the City is in compliance with the onslaught of housing laws passed by the State Legislature in recent years. These laws were discussed during a joint study session of the City Council and Planning Commission on March 26, 2024, and are summarized below:

- The **Housing Accountability Act (Gov’t Code §65589.5)** prevents cities from applying non-objective development standards and findings to proposed housing development projects, limits cities’ authority to disapprove or impose certain conditions on proposed housing development projects, and imposes other temporal and procedural limits on cities’ review of housing projects. “Objective” standards are those that involve no personal or subjective judgment and are uniformly verifiable by reference to an external benchmark or criterion. Cities or counties found to have acted in violation of the Housing Accountability Act may be subject to certain enhanced remedies, including significant fines.
- The **Housing Crisis Act of 2019 (SB 330)** established laws intended to streamline housing development approvals, requires cities to maintain their existing affordable housing stock and protect displaced tenants of affordable housing units, limits cities’ authority to rezone property to a lower residential density, and restricts cities from establishing new residential design standards that are not objective.
- **State Density Bonus Law (“SDBL,” Gov’t Code §§65915-65918)**, as amended by AB 1287, requires cities to grant increased density, incentives and concessions, and waivers of development standards to residential developers in exchange for the production of affordable housing units.
- **No Net Loss Law (Gov’t Code §65863)** requires that a city make specified findings before it allows development of a parcel at a lower residential density than identified in the city’s housing element for that parcel or takes any other administrative, quasi-judicial, or legislative action to reduce, require, or permit the reduction of the allowable residential density for such a parcel.

¹ DBCC §22.01.020

- **Housing Element Law (Gov't Code §§65580 – 65589.11)**, among other things, requires cities to identify and remove governmental constraints on the production of housing, to treat transitional and supportive housing similarly to other residential dwellings, and to provide for a variety of housing types, including single-room occupancy housing.
- **Senate Bill 35 (Gov't Code §65913.4)** requires cities to ministerially review and approve qualifying affordable housing projects in an effort to meet statewide affordable housing goals.
- **Government Code §65651, et seq. and §65660, et seq.** require cities to allow certain supportive housing projects and low-barrier navigation centers as uses to be established by right.
- **Accessory Dwelling Unit (ADU) and Junior Accessory Dwelling Unit (JADU) Law (Article 2, commencing with § 66314, of Chapter 13 of Division 1 of Title 7 of the Government Code)** requires cities to adopt ordinances providing for streamlined ministerial review and approval of ADUs and JADUs and limiting the development standards cities can apply to ADUs and JADUs.

Diamond Bar Housing Element

The proposed amendments also implement several of the housing programs contained in the City's certified 2021-2029 Housing Element, as summarized below:

- **Program H-11. Housing for Persons with Special Needs** - *Continue to facilitate emergency shelters and transitional/supportive housing and continue participating with Los Angeles Homeless Services Authority and San Gabriel Valley Council of Governments on efforts to address homelessness throughout the planning period. Process an amendment to the Development Code to allow supportive housing, low barrier navigation centers and large residential care facilities consistent with State law.*

The proposed Code amendment would update the land use table to reflect mandatory changes in State law, including: removing the Conditional Use Permit (CUP) requirement for residential care facilities serving seven or more persons in all residential zones and reclassify them as permitted by right; permitting "transitional/supportive housing" by right in all residential zones, subject to certain requirements; and adding "supportive housing for the homeless" and "low-barrier navigation centers" as permitted uses by right in the Industrial zoning district, subject to certain requirements pursuant to Government Code Section 65653.

- **Program H-12. Affordable Housing Incentives/Density Bonus** - *Amend the Development Code in 2021 consistent with current Density Bonus Law and continue to encourage the production of affordable housing through the use of density bonus and other incentives.*

The proposed Code amendment would update the City's density bonus regulations to conform to the current provisions of the SDBL.

- **Program H-13. Efficient Project Processing** - *Continue to offer streamlined development processing, and periodically review departmental processing procedures to ensure efficient project processing.*

The proposed Code amendment would implement various provisions of State law aimed to ease local government constraints on housing development, as well as eliminate conflicting provisions found within the Development Code.

ANALYSIS:

Adoption Process

Before the City Council adopts an ordinance to amend the Development Code, the Planning Commission must first conduct a public hearing to consider the proposed amendments. The Commission then forwards its recommendations via a resolution advising the Council whether or not the proposed amendments should be adopted.

Planning Commission Review

On May 28, 2024, after conducting a duly noticed public hearing, the Planning Commission adopted Resolution No. 2024-07, recommending, by a 4-0 vote (one absence), that the City Council adopt the attached ordinance amending Title 22 (Attachment 2). The staff report and draft meeting minutes from that meeting are included as Attachments 3 and 4 respectively.

No public comments were received prior to or during the Planning Commission hearing.

Proposed Development Code Amendments

The full text of the proposed code amendments is contained in the draft ordinance (Attachment 1). The following discussion cites the applicable Development Code section or chapter being amended, and provides the basis for each proposed amendment. A more detailed discussion for each section was provided in the Planning Commission staff report.

The following sections are proposed to be amended to either correct typographical errors or provide technical clarifications:

22.04.020(c)(3) - Floor area ratio
 22.08.040 Table 2-4 - Restrictions on nonconforming structures
 22.10.030 Table 2-5 - Office district land use table
 22.16.070(1) - Open space requirement
 22.16.090(3)(c) - Setback regulations and exceptions
 22.16.130 - View protection
 22.30.080 (5)(a)(1) - Driveway extensions for single-family residential property
 22.42.110 Table 3-15 - Setbacks for accessory uses and structures
 22.44.020 Table 4-1 - Director vs. Hearing Officer
 22.44.040(a) - Application fees
 22.47.020(a) - Plot plan review

22.48.030(b) - Administrative development review
 22.48.050(a) and (b) - Responsibility for development review
 22.56.020, 22.56.030(c), 22.56.040, and 22.56.050 – Minor conditional use permit review authority
 22.60.020 - Applicability of specific plan
 22.68.020(b)(1)(a) - Restrictions on nonconforming uses
 22.68.030(b)(2) - Restrictions on nonconforming structures

The more notable amendments contained in the draft ordinance are listed below:

22.08.030 Table 2-3 - Residential District Land Use Table: Consistent with recent State law, the residential land use table is amended to remove the CUP requirement for residential care facilities serving seven or more persons in all residential zones and reclassify them as permitted by right. “Transitional/supportive housing” is added as permitted by right in all residential zones, subject to new requirements set forth under Development Code Section 22.42.170. Lastly, “Second Units” is deleted because the term has been renamed “Accessory Dwelling Units,” and was already added as a permitted use in all residential zones under an earlier ordinance.

22.10.030 Table 2-6 - Commercial/Industrial District Land Use Table: Consistent with recent State law, the commercial and industrial land use table is proposed to be amended to allow “low-barrier navigation centers” and “transitional/supportive housing” in the Light Industry (I) zoning districts subject to new requirements set forth in Section 22.42.170.

Chapter 22.18 - Special procedures applicable to housing development projects: Because State housing laws have been amended so extensively, Development Code Chapter 22.18 (“Affordable Housing Incentives/Density Bonus Provisions”) is proposed to be repealed in its entirety and replaced with comprehensively rewritten standards to be fully consistent with State law. The revised Chapter 22.18 is accordingly retitled “Special Procedures Applicable to Housing Development Projects” to more aptly encompass the myriad of legislative mandates it now incorporates, as summarized below:

- Density bonus regulations are revised to conform to the current provisions of the SDBL, which requires cities to grant increased density, incentives and concessions, and waivers of development standards to residential developers in exchange for the production of affordable housing units;
- Provisions of the Housing Crisis Act of 2019 are added to require development project proponents to replace demolished residential dwelling units and protected rental units, and to provide relocation assistance and other benefits to existing occupants of demolished protected rental units;
- Minimum requirements for affordable housing regulatory agreements are added;
- Provisions of State law pertaining to review by the City of applications for permits and/or land use entitlements for housing development projects are enumerated; and
- The “No Net Loss” provisions of the Housing Crisis Act of 2019 are enumerated.

22.42.120 - Accessory dwelling units and junior accessory dwelling units: The proposed amendments would ensure compliance with the most recent ADU legislation: AB 2221 and SB 897 (2022), AB 976 and AB 1332 (2023), and SB 477 (2024). These bills made several changes to existing law that clarify certain provisions and further ease development restrictions. The most significant recent change was to height restrictions where the construction of two-story ADUs must now be permitted, subject to certain requirements.

22.42.170 - Transitional and supportive housing: A new section is added to address transitional and supportive housing, per State law, specifying that these facilities are permitted in residential zoning districts subject to the same approval requirements, development standards, and restrictions that apply to other residential dwellings of the same type in the same zone, which shall be determined by the City based upon the predominant characteristics of the use. This section also specifies legal requirements, review and approval procedures for "Supportive Housing For the Homeless" and "Low-Barrier Navigation Centers," pursuant to State law. These uses are proposed to be permitted uses by right in the Industrial zoning district, subject to certain requirements pursuant to Government Code Section 65653.

22.80.020 - Definitions of specialized terms and phrases: The following definitions are to be added or amended: Low barrier navigation center, Public right-of-way, School (Private, Public and Trade), Specialized education and training, Studio, Supportive housing, and Transitional housing. The housing terms are required in conjunction with the proposed amendments per State housing law. "Public right-of-way" is added since it is not expressly defined anywhere else in the Municipal Code. As noted above, the current definition of "school" is very broad and encompasses all types of schools, education and training facilities, and studios. The proposed amendment would create separate discrete definitions for each.

ENVIRONMENTAL REVIEW:

The proposed Development Code Amendment has been determined to be categorically and statutorily exempt from the California Environmental Quality Act ("CEQA"). Section 27 of the Ordinance provides a detailed analysis to support this determination.

NOTICE OF PUBLIC HEARING:

Notice for this hearing was published in the *San Gabriel Valley Tribune* newspaper on June 7, 2024, in a 1/8-page display. Pursuant to Planning and Zoning Law Government Code Section 65091(a)(4), if the number of property owners to whom a public hearing notice would be mailed is greater than 1,000, a local agency may provide notice by placing a display advertisement of at least 1/8 page in one newspaper of general circulation. A copy of the public notice was also posted at the City's designated community posting sites.

LEGAL REVIEW:

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

PREPARED BY:

Mayuko Nakajima

Mayuko Nakajima, Senior Planner

6/18/2024

REVIEWED BY:

Grace Lee

Grace Lee, Planning Manager

5/29/2024

Greg Gubman

Greg Gubman, Community Development Director

6/4/2024

Attachments:

1. 6.1.a Ordinance No. 03 (2024); Development Code Amendment PL2022-59
2. 6.1.b Planning Commission Resolution No. 2024-07 (not including attachment)
3. 6.1.c Planning Commission Staff Report Dated May 28, 2024 (not including attachments)
4. 6.1.d Planning Commission Meeting Minutes Dated May 28, 2024 (Draft)

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.

WHEREAS, On November 3, 1998, the City of Diamond Bar adopted a Development Code (Title 22 of the Diamond Bar City Code);

WHEREAS, on December 17, 2019, the City Council adopted an updated General Plan to create a vision and blueprint for development through 2040;

WHEREAS, on August 11, 2022, the City Council adopted the City's 6th Cycle (2021-2029) General Plan Housing Element, which was subsequently found by the California Department of Housing and Community Development (HCD) to be in full compliance with State Housing Element Law (Article 10.6 of the Gov. Code) on October 5, 2022;

WHEREAS, the Development Code requires periodic updates to ensure consistency with City policies, new State laws, and to improve clarity to better serve the public;

WHEREAS, the proposed Development Code amendments correct various typographical errors and provide clarification related to certain Code provisions, update Code provisions to conform to changes in State laws, and implement the Housing Action Plan in the City's 6th Cycle (2021-2029) Housing Element, including Programs H-11, H-12, and H-13;

WHEREAS, pursuant to Government Code Sections 65090, a notice of at least 1/8 page display was published in the *San Gabriel Valley Tribune* newspaper on May 3, 2024, and a copy of the public notice was posted at the City's designated community posting sites. Due to a lack of quorum, the regular Planning Commission meeting was adjourned pursuant to Government Code Sections 54955 and 54955.1, and all business items scheduled before the Planning Commission for May 14, 2024, were continued to May 28, 2024;

WHEREAS, on May 28, 2024, the Planning Commission held a duly noticed public hearing regarding proposed amendments to the Development Code, Planning Case No. PL2022-59, and adopted Resolution No. 2024-06 recommending City Council approval of said Development Code Amendment;

WHEREAS, on June 18, 2024, the City Council held a duly noticed public hearing regarding the proposed Development Code Amendment; and

WHEREAS, the City Council hereby finds that the proposed amendments are internally consistent with the General Plan and other adopted goals and policies of the City and adopts the facts and reasons stated in Planning Commission Resolution No. 2024-06, a copy of which is on file with the City Clerk and which is incorporated herein by reference with the same force and effect as if set forth in full.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DIAMOND BAR DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Paragraph (3) of Subsection (c) of Section 22.04.020 (Rules of Interpretation) of Title 22, Chapter 22.04 of the Diamond Bar City Code is hereby amended to make non-substantive changes as follows (deletions in ~~striktthrough~~ text and additions shown in double underline):

(3) *Floor Area Ratio (FAR)*. When calculating the allowable floor area of a structure based on the FAR established by the applicable zoning district, the fractional/decimal results of calculations shall be rounded to the next highest whole number when the fraction/decimal is 0.5 or more, and to the next lowest whole number when the fraction is less than 0.5. For example, a maximum floor area ratio of 0.25 applied to a site of ~~25,856~~ 25,853 square feet results in a maximum allowable floor area of 7,757 6,463 square feet (~~25,856~~ 25,853 x .025 0.25 = 7,756.8, ~~rounded up to 7,757~~ 6,463.25, rounded down to 6,463). The maximum FAR itself (0.09, 0.25, etc.) is never rounded.

Section 2. Table 2-3 (Allowed Uses and Permit Requirements for Residential Zoning Districts) of Section 22.08.030 (Residential zoning district land uses and permit requirements) of Title 22, Chapter 22.08 of the Diamond Bar City Code is hereby amended (a) to reclassify “residential care facilities, general” from a conditionally permitted use to a permitted use in the RM (medium density residential), RMH (medium/high density residential), RH (high density residential), and RH-30 (high density residential – 30 dwelling units per acre) zoning districts; (b) to add “transitional housing” and “support housing” as expressly permitted uses in all residential zones; and (c) to delete “second units” from the list of land uses in the Table, as follows (deletions in ~~striktthrough~~ text and additions shown in double underline):

	Permit Requirements by District							
Land Use (1)	RR	RL	RLM	RM	RMH	RH	RH-30	See Standards in Section:
...								
RESIDENTIAL USES (4)								
Residential care facilities, general				<u>CUP</u> <u>P</u>	<u>CUP</u> <u>P</u>	<u>CUP</u> <u>P</u>	<u>CUP</u> <u>P</u>	

...								
Second units	<u>P</u>	<u>P</u>						22.42.120
...								
<u>Transitional / supportive housing</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>22.42.170</u>
...								

Section 3. Table 2-4 (Residential District General Development Standards) of Section 22.08.040 (Residential zoning district general development standards) of Title 22, Chapter 22.08 of the Diamond Bar City Code is hereby amended to add a reference to Section 22.68.030 for required side setbacks applicable to changes or expansions to residential dwelling units with nonconforming setbacks, as follows (deletions in ~~strikethrough~~ text and additions shown in double underline):

TABLE 2-4
RESIDENTIAL DISTRICT GENERAL DEVELOPMENT STANDARDS

	Requirement by Zoning District						
Development Feature	RR	RL	RLM	RM	RMH	RH	RH-30
...	...	...	...	...	...	...	...
Sides (each) <u>(4)</u>	15 ft. on one side, and 10 ft. on the other; but not less than 25 ft. between structures on adjoining parcels	10 ft. on one side, and 5 ft. on the other; but not less than 15 ft. between structures on adjoining parcels		5 ft.	5 ft.	5 ft.; plus 1 ft. for each story over 2	
...	...	...		...	...	...	...
Height limit <u>(4)(5)</u>	35 ft.			35 ft.			
...	...			...			

Notes:

- (1) Minimum area for parcels proposed in new subdivisions, except as otherwise provided by section 22.08.050 (Minimum lot area), and chapter 22.22 (Hillside Management). Condominium, townhome, or planned development projects may be subdivided with smaller parcel sizes for ownership purposes, with the minimum lot area requirement determined through the subdivision review process, provided that the overall development site complies with the lot area requirements of this chapter.
- (2) Maximum number of dwellings allowed for each specified unit of land. The approval of a conditional use permit within areas subject to section 22.22.040 (Hillside

management—Density) may result in fewer dwelling units being allowed than the maximum density shown. See also chapter 22.18 (Affordable Housing Incentives/Density Bonus Provisions) for possible density bonuses.

- (3) Front setbacks listed are minimums. For single-family detached tract development, a minimum five-foot setback variation for adjacent residential units is required.
- (4) See section 22.68.030 (b)(2) for nonconforming side setbacks and distance separations to dwelling units.
- (4) (5) Maximum allowable height for structures. See section 22.16.060 (Height measurement and height limit exceptions).

Section 4. Table 2-5 (Allowed Uses and Permit Requirements for Office Zoning Districts) of Section 22.10.030 (Commercial/industrial district land uses and permit requirements) of Title 22, Chapter 22.10 of the Diamond Bar City Code is hereby amended (a) to reclassify “Medical services-Clinics and laboratories” from a conditionally permitted use to a permitted use in the OP (office, professional) zoning district; (b) to delete “schools, public and private” and “studios, art, dance, music, photography, etc.” from the list of land uses in the Table; (c) to classify “public schools,” as a permitted use and “private schools,” “trade schools,” and “specialized education and training” as conditionally permitted uses in the OP (office, professional), OB (office, business park), and CO (commercial office) zoning districts; and (d) to delete footnote (6) pertaining to massage businesses and establishments, as follows (deletions in ~~strikethrough~~ text and additions shown in double underline):

LAND USE(1)	Permit Requirement by District			
	OP	OB(3)	CO	See Standards in Section:
...	...	...	...	...
RECREATION, EDUCATION & PUBLIC ASSEMBLY USES				
...	...	...	...	...
Schools, public and private	P	P	P	
<u>Schools, private</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	
<u>Schools, trade</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	
~~Studios, art, dance, music, photography, etc.~~			CUP	
<u>Specialized education and training</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	
...	...	...	...	...
SERVICE USES				

Medical services-Clinics and laboratories	~~CUP~~ <u>P</u>	P	P	
...	...	...	...	...

...

Notes:

...

~~(6) Massage businesses or establishments that are sole proprietorships, where the sole proprietor is certified by the California Massage Therapy Council (CAMTC), and massage businesses or establishments that employ or use only persons certified by the CAMTC are permitted uses that do not require approval of a conditional use permit.~~

Section 5. Table 2-6 (Allowed Uses and Permit Requirements for Commercial/Industrial Zoning Districts) of Section 22.10.030 (Commercial/industrial district land uses and permit requirements) of Title 22, Chapter 22.10 of the Diamond Bar City Code is hereby amended (a) to add “low-barrier navigation centers,” as a permitted use in the I (light industry) zoning district, subject to requirements set forth in Section 22.42.170; (b) to add “supportive housing” as described in Section 22.42.170(b), which is configured as a single-room occupancy housing development, as a permitted use in the I (light industry) zoning district, subject to specified standards and requirements; (c) to add other types of “transitional housing” and “supportive housing” configured as single-room occupancy housing developments as conditionally permitted uses in the I (light industry) zoning district, subject to specified standards and requirements; (d) to delete “schools—specialized education and training and non-degree,” “studios—photograph, portrait, martial arts, dance, aerobics, etc.,” and “retail sales” from the list of land uses in the Table; (e) to classify “trade schools” as a conditionally permitted use in the C-1 (neighborhood commercial) and C-2 (community commercial) zoning districts; (f) to classify “specialized education and training” as a conditionally permitted use in the C-1 (neighborhood commercial), C-2 (community commercial), C-3 (regional commercial), and I (light industry) zoning districts, subject to specified requirements; (g) to classify “studios” that offer instruction as a conditionally permitted use and studios that do not offer instruction as a permitted use in the I (light industry) zoning district; and (h) to delete existing footnote (6) pertaining to massage businesses and establishments, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

	Permit Requirement by District				
LAND USE (1)	C-1	C-2	C-3	I	See Standards in Section:
...	...	...	...	...	...
MISCELLANEOUS					

Ordinance No. 03 (2024)

Emergency shelters				P	
<u>Low-barrier navigation centers</u>				<u>P</u>	<u>22.42.170</u>
Single-room occupancy housing				CUP	22.42.160
<u>Transitional / supportive housing</u>	...	...	...	<u>P or CUP (6)</u>	<u>22.42.170</u>
...	...	...	...	...	...
RECREATION, EDUCATION & PUBLIC ASSEMBLY USES					
...	...	...	...	...	...
<u>Schools, trade</u>	<u>CUP</u>	<u>CUP</u>			
~~Schools—Specialized education and training and non-degree~~	~~CUP~~	~~CUP~~	~~See (5)~~	~~CUP~~	
<u>Specialized education and training</u>	<u>CUP</u>	<u>CUP</u>	<u>See (5)</u>	<u>CUP</u>	
~~Studios—Photograph, portrait, martial arts, dance, aerobics, etc.~~	~~CUP~~	~~CUP~~	~~CUP~~		
<u>Studios</u>				<u>P or CUP (7)</u>	
...	...	...	...	...	...

...

Notes:

...

(5) Educational classes/training programs as the primary use shall be limited to the second floor and above with approval of a CUP. Ancillary classes in conjunction with a permitted use shall require a CUP and be limited to 15 percent of a separately demised space occupied by a single tenant or 750 square feet, whichever is less.

~~(6) Massage businesses or establishments that are sole proprietorships, where the sole proprietor is certified by the California Massage Therapy Council (CAMTC), and massage businesses or establishments that employ or use only persons certified by the CAMTC are permitted uses that do not require approval of a conditional use permit.~~

(6) Transitional or supportive housing developments located in the Industrial zoning district shall be configured as, and are subject to the standards and restrictions that apply to, single-room occupancy housing. A supportive housing development as described in Section 22.42.170(b) is a permitted use in the Industrial zoning district subject to ministerial zoning clearance and/or plot plan review; other transitional or supportive housing developments located in the Industrial zoning district require conditional use permit approval and are subject to the same permitting requirements as a single-room occupancy housing development.

(7) A CUP shall be required for studios that offer instruction.

Section 6. Subsection (1) of Section 22.16.070 (Open space for commercial projects) of Title 22, Chapter 22.16 of the Diamond Bar City Code is hereby amended to correct a typographical error, as follows (deletions in ~~strikethrough~~ text and additions shown in double underline):

- (1) *Open space required.* Multitenant commercial centers one acre in size and larger shall provide a minimum of ~~0.01~~ one (1) percent of the total land area of the center as useable pedestrian-oriented open space, including plazas, patios, courtyards, and outdoor seating areas. The total land area of the center shall include all parcels that comprise the center including freestanding structures on separate parcels.

Section 7. Sub-subsections (c) and (d) of Subsection (3) (Allowed projections into setbacks) of Section 22.16.090 (Setback regulations and exceptions) of Title 22, Chapter 22.16 of the Diamond Bar City Code are hereby amended to re-letter the sub-subsections and clarify permitted locations and projections into setbacks for porches, as follows (deletions in ~~strikethrough~~ text and additions shown in double underline):

~~c. Porches and stairways. The following standards shall apply to porches and stairways:~~

c. 1. *Porches.* Covered, unenclosed porches, located at the same level as the entrance floor of the structure, may extend up to six feet into the required front yard setback.

d. 2. *Stairways.* Outside stairways and landings, that are not attached to a deck, are not enclosed and do not extend above a ground floor entrance, may extend into required yards as follows:

- (a) *Front yard setback:* Up to six feet into a required front yard;
- (b) *Side yard setback:* Up to 30 inches into a required side yard, but no closer than three feet to a side property line;
- (c) *Rear yard setback:* Up to six feet into a required rear yard.

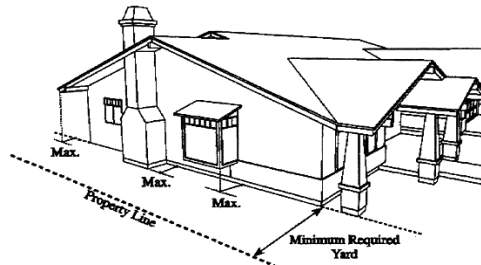


Figure 3-4

d. e. *Setback requirements for specific structures:*

...

Section 8. Section 22.16.130 (View protection) of Title 22, Chapter 22.16 of the Diamond Bar City Code is hereby amended to delete Figure 3-5.

Section 9. Chapter 22.18 of Title 22 of the Diamond Bar City Code is hereby repealed and replaced with new Chapter 22.18, entitled “Special Procedures Applicable to Housing Development Projects,” to read in its entirety as follows:

CHAPTER 22.18. - SPECIAL PROCEDURES APPLICABLE TO HOUSING DEVELOPMENT PROJECTS

Sec. 22.18.010 – Affordable housing incentives/density bonus provisions.

(a) *Purpose.* The purpose of this section is to implement the incentive programs provided in Government Code Sections 65915 through 65918 (referred to collectively in this Section as the “State Density Bonus Law”) in order to provide additional opportunities for the provision of affordable housing within the City of Diamond Bar.

(b) *Applicability.* This section applies to any “housing development,” as defined in the State Density Bonus Law, including, without limitation, a development project for five or more residential units, including a mixed-use development, or a senior citizen housing development consisting of at least 35 units. This section also applies to density bonuses for land donations in accordance with Government Code Section 65915. In exchange for density bonuses, incentives or concessions, waivers or reductions of development standards, and/or reduced parking ratios, a portion of the units shall be reserved for very low income households, lower income households, senior citizen households, moderate income households, transitional foster youth, disabled veterans, homeless persons, or lower income college students as provided in this section and the State Density Bonus Law. All such projects shall comply with all requirements stated in the State Density Bonus Law and shall be subject to the subdivision, plot plan review and/or development review requirements of this title, as applicable. This section shall be interpreted in a manner consistent with the State Density Bonus Law, as it may be amended from time to time, and the requirements of the State Density Bonus Law shall prevail over any conflicting provision of this Development Code.

(c) *Definitions.* As used in this section 22.18.010, the terms base density, concession, density bonus, development standard, disabled veterans, homeless persons, housing development, incentive, located within one-half mile of a major transit stop, lower income households, lower income student, maximum allowable residential density, moderate income households, persons

and families of moderate income, qualified nonprofit housing corporation, replace, senior citizen housing development, shared housing building, shared housing unit, total dwelling units, total units, transitional foster youth, unit, unobstructed access to the major transit stop, very low income households, and very low income vehicle travel area shall have the meanings ascribed to them in the State Density Bonus Law, as it may be amended from time to time.

(d) *Determination of density bonus.* Qualified projects that meet the eligibility requirements set forth in this section and/or the State Density Bonus Law shall be granted a density bonus or bonuses in an amount specified in the State Density Bonus Law, as it may be amended from time to time. Eligibility for and/or calculation of a density bonus shall be subject to the following:

- (1) A density bonus is a density increase over the otherwise maximum allowable gross residential density for a site as of the date of application by the applicant to the city. For the purpose of calculating the density bonus, the maximum allowable residential density, or base density, shall be the greatest number of units allowed on the site under the Development Code, an applicable specific plan, or the land use element of the General Plan. Each component of any density calculations, including base density and bonus density, resulting in fractional units shall be separately rounded up to the next whole number.
- (2) Except as otherwise required by the State Density Bonus Law, the density bonus units shall not be included when determining the number of required affordable units or senior citizen units.
- (3) The developer can request a smaller density bonus than the project is entitled to, including no increase in density, but no reduction shall be permitted in the number of required affordable units.
- (4) For purposes of calculating the amount of the density bonus, an applicant who requests a density bonus shall elect the category and corresponding provision of the State Density Bonus Law pursuant to which the density bonus will be awarded. Unless otherwise specified in this Section or the State Density Bonus Law, each residential development is entitled to only one density bonus, and density bonuses from more than one category may not be combined.
- (5) The granting of a density bonus and/or related concession(s) or incentive(s) shall not be interpreted, in and of itself, to require a general plan amendment, zone change, study, or other discretionary approval.
- (6) Pursuant to California Government Code Section 65915.5, the conversion of apartments to a condominium project shall not be eligible for a density bonus or other incentives if the apartments proposed for conversion constitute a housing development for which a density bonus or other incentives were previously provided under Government Code Section 65915.

(e) *Specific requirements.*

- (1) *Senior citizen housing requirements.*

- a. Senior citizen housing development projects shall have a minimum of 35 units and shall meet the requirements described in Section 51.3 of the California Civil Code or any successor statute or regulation.
 - b. Mobile home parks shall limit residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the California Civil Code, or any successor statute or regulation.
- (2) *Land donation requirements.* An applicant for a tentative map, parcel map or any other residential development approval shall receive a density bonus for the residential development in an amount specified by Government Code Section 65915, as it may be amended from time to time, when the applicant donates land to the city as provided in this section. This density bonus shall be in addition to any other density bonus provided for in this section, up to a total combined density bonus of 35 percent. Applicants are eligible for the land donation density bonus if all of the following conditions are met:
- a. The developer shall donate and transfer land to the city no later than the date of approval of the final map or other approvals required for the residential development.
 - b. The developable acreage and general plan and zoning designation of the land being transferred are sufficient to permit development of units affordable to very low income households in an amount not less than 10 percent of the number of residential units of the proposed development.
 - c. The transferred land shall be at least one acre or of sufficient size to permit development of at least 40 residential units and shall have the appropriate general plan designations and be appropriately zoned with appropriate development standards for development at a density of at least 30 dwelling units per acre.
 - d. The transferred land shall be served by adequate public facilities and infrastructure.
 - e. The transferred land and the very low income units constructed shall be subject to a deed restriction recorded with the county recorder, to ensure continued affordability of the units consistent with this Section, and the property owner shall enter into an affordable housing agreement with the city pursuant to this Section. The deed restriction / affordable housing agreement shall be recorded on the property at the time of the transfer.
 - f. The transferred land shall be conveyed in fee simple to the city or to a housing developer approved by the city.
 - g. The transferred land shall be within the boundary of the proposed residential development, or no more than approximately one-quarter mile from the boundary of the qualified project, if the city so approves.
 - h. No later than the date of approval of the final map or other discretionary approval required for the residential development, the transferred land shall

have all of the permits and approvals, other than building permits, necessary for the development of the very low income housing units on the transferred land, and a proposed source of funding for the very low income units shall have been identified.

(3) *Child-care facility requirements.*

- a. Subject to subsection (e)(3)(c), below, the city shall grant either of the following to a qualifying housing development that includes a child-care facility located on the premises of, or adjacent to, the project:
 - i. An additional density bonus that is an amount of square feet of residential space equivalent to the square footage of the childcare facility; or
 - ii. An additional concession or incentive that contributes significantly to the economic feasibility of the construction of the child-care facility.
- b. As a condition of receiving the additional density bonus or concession for a child-care facility, the project shall comply with the following requirements:
 - i. The child-care facility shall remain in operation for a period of time that is as long as, or longer, than the period of time during which the density bonus units are required to remain affordable.
 - ii. Of the children who attend the child-care facility, the percentage of children of very low income, lower income, or moderate income households shall be equal to, or greater than, the percentage of affordable units required to be set aside for each such group.
- c. Notwithstanding any requirement of this Section, the City shall not be required to provide a density bonus or concession for a child-care facility if it finds, based upon substantial evidence, that the community already has adequate child care facilities.

(4) *Replacement housing requirement.* Pursuant to subdivision (c)(3) of Government Code Section 65915, an applicant will be ineligible for a density bonus or other incentives unless the applicant complies with the replacement housing requirements therein and the provisions of Section 22.18.020, including in the following circumstances:

- a. The housing development is proposed on any parcel(s) on which rental dwelling units are subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income; or
- b. The housing development is proposed on any parcel(s) on which rental dwelling units that were subject to a recorded covenant, ordinance, or law that restricted rents to levels affordable to persons and families of lower or very low income have been vacated or demolished in the five (5) year period preceding the application; or

- c. The housing development is proposed on any parcel(s) on which the dwelling units are occupied by lower or very low-income households; or
 - d. The housing development is proposed on any parcel(s) on which the dwelling units that were occupied by lower or very low-income households have been vacated or demolished in the five (5) year period preceding the application.
- (f) **Regulatory Agreement.** As a condition to the City's granting of a density bonus, incentives or concessions, waivers or reductions in development standards, and/or reduced parking ratios pursuant to this Section, the property owner(s) shall enter into a regulatory agreement with the City pursuant to Section 22.18.030, which satisfies the criteria set forth in subdivision (c) of Government Code Section 65915.
- (g) **Concessions or incentives.** In compliance with State Density Bonus Law, developers that request a density bonus to provide on-site affordable housing may also eligible to receive one or more concessions or incentives, based on the type and scope of the project.
 - (1) The review authority shall grant applicants for qualified projects the number of incentives and concessions required by Government Code Section 65915. The review authority shall approve a specific requested concession or incentive for a proposed project unless the review authority makes a written finding, based on substantial evidence, of any of the following:
 - a. The concession or incentive does not result in identifiable and actual cost reductions in order to provide for affordable housing costs or for affordable rents for the targeted units to be set aside;
 - b. The concession or incentive would have a specific adverse impact, as defined in Section 65589.5(d)(2) of the California Government Code, upon public health and safety or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households; or
 - c. The concession or incentive would be contrary to state or federal law.
 - (2) **Menu of concessions/incentives.** Concessions or incentives that a developer may request include those of the type set forth in subsection (k) of Section 65915 of the California Government Code, including the following:
 - a. Relaxation or other modification of zoning standards regulating such items as setbacks, height limitations, distances between buildings, required parking, parking development standards, projections into yards, and the like, which result in identifiable, and actual cost reductions. No separate variance application will be required for any modification of standards. However, the approved plans and application shall identify the zoning standards modifications which have been incorporated into the project.

Ordinance No. 03 (2024)

- b. Modification of architectural regulations ordinarily applied to a residential development project, which result in identifiable and actual cost reductions.
- c. Approval of mixed-use zoning in conjunction with the housing project if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if the commercial, office, industrial, or other land uses are compatible with the housing project and the existing or planned development in the area where the proposed housing project will be located.
- d. Other regulatory incentives or concessions proposed by the developer or the City, which result in identifiable, and actual project cost reductions.

(3) Parking incentives.

- a. Notwithstanding any other provision of this title, except as otherwise required pursuant to the State Density Bonus Law or other applicable law, if requested by the developer, the minimum number of off-street parking spaces, inclusive of accessible and guest parking spaces, required to be provided for all units within a qualifying density bonus housing development shall be as follows:

Number of Bedrooms	Required Parking Spaces per Unit*
0 to 1 bedroom	1
2 to 3 bedrooms	1.5
4 or more bedrooms	2.5
*If the total number of spaces required for a development results in a fractional number, it shall be rounded up to the next whole number. ** Developments meeting the requirements of subdivisions (p)(2) or (p)(3) of Government Code Section 65915 may provide fewer parking spaces per unit as specified in the State Density Bonus Law.	

- (h) *Physical Constraints.* In accordance with Government Code Section 65915(e), in addition to any concessions or incentives requested, an applicant for a density bonus pursuant to this section may submit a proposal for the waiver or reduction of development standards that have the effect of physically precluding the construction of a housing development incorporating the density bonus and any incentives or concessions to which the applicant is entitled. The review authority shall approve a requested waiver or reduction of a development standard, unless it makes any of the following findings:

- (1) The application of the development standard does not have the effect of physically precluding the construction of a housing development at the density allowed by the density bonus and with the incentives or concessions granted to the applicant.
- (2) The waiver or reduction of the development standard would have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Government Code

Section 65589.5, upon health or safety, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

- (3) The waiver or reduction of the development standard would have an adverse impact on any real property that is listed in the California Register of Historical Resources.
 - (4) The waiver or reduction of the development standard would be contrary to state or federal law.
- (i) *Project review procedures.* All project applications for which a density bonus, concessions or incentives, modifications or waivers of development standards, and/or reduced parking ratios is/are being requested shall be reviewed in accordance with section 22.18.040 and shall be subject to the following project review procedures:
- (1) In addition to any other application required for a proposed housing development project, applications for any requested density bonus, incentives or concessions, waivers or reductions of development standards, and/or reduced parking ratios pursuant to this section shall be filed with the department pursuant to section 22.44.030. The application shall be filed concurrently with the application or applications for other required land use permits and approvals for the proposed project and shall be processed in the same manner as, and concurrently with, the application or applications for other required project approvals. In addition to any other information requested by the director, the application shall identify the category and corresponding provision(s) of the State Density Bonus Law pursuant to which a density bonus is requested; the base density of the proposed project; the number of density bonus units requested, along with supporting calculations; any concessions/incentives requested, any development standards requested to be waived/modified, and any reduced parking ratios requested pursuant to subsection (g)(3). The application shall be accompanied by reasonable documentation satisfactory to the director to establish eligibility for all requested density bonuses and parking ratios. Upon approval of a housing development project pursuant to this section, the planning division shall note in the project record that a density bonus has been granted, and the approved plans and application shall identify all concessions and incentives and/or waivers and modifications granted and any special conditions imposed on the project to ensure unit affordability.

Sec. 22.18.020 – Dwelling unit protection regulations.

- (a) *Purpose and Applicability.* The purpose of this Section is to implement the provisions of the Housing Crisis Act of 2019, which require development project proponents to replace demolished residential dwelling units and protected rental units and to provide relocation assistance and other benefits to existing occupants of demolished protected rental units. This Section applies to all development projects subject to Article 2 of Chapter 12 of Division 1 of Title 7 of the Government Code.
- (b) *Definitions.* If defined in therein, terms used in this Section shall have the same meaning as defined in Government Code Sections 66300.5-66300.6. Unless otherwise defined in

Government Code Sections 66300.5-66300.6, as used in this section, the following terms shall have the following meanings:

1. “Affordable housing cost” has the same meaning as defined in Health and Safety Code Section 50052.5.
2. “Affordable rent” has the same meaning as defined in Health and Safety Code Section 50053.
3. “Comparable unit” shall have the same meaning as the term “comparable replacement dwelling” as defined in Government Code Section 7260; provided, however, that with respect to an occupied protected unit that is a single-family home that will be demolished in conjunction with a proposed development project that consists of two or more dwelling units, a “comparable unit” need not contain more than three (3) bedrooms or have the same or similar square footage or the same number of total rooms.
4. “Development project” means the development of land requiring City approval. A development project includes, but is not limited to, a housing development project.
5. “Equivalent size” means that the replacement protected units contain at least the same total number of bedrooms as the units being replaced.
6. “Extremely low income households” has the same meaning as defined in Health and Safety Code Section 50106.
7. “Housing Crisis Act” means and refers the provisions set forth in Chapter 12 of Division 1 of Title 7 of the Government Code, commencing with Section 66300, as such provisions may be amended from time to time.
8. “Housing development project” has the same meaning as defined in Government Code Section 65905.5.
9. “Lower income households” has the same meaning as defined in Health and Safety Code Section 50079.5. Lower income households includes very low income households and extremely low income households.
10. “Protected unit” shall have the same meaning as defined in the Housing Crisis Act and includes, but is not limited to, existing or previously demolished residential dwelling units that are or were either rented by lower or very low income households or subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income within the five (5) year period preceding the application submittal date.
11. “Relocation Assistance Law” shall mean Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and its related implementing regulations.
12. “Replace” has the same meaning as provided in subparagraphs (B) and (C) of paragraph (3) of subdivision (c) of Government Code Section 65915; provided, however, that for purposes of a development project that that consists of a single residential unit on a site with a single protected unit, “replace” shall mean that the protected unit is replaced with a unit of any size at any income level.

13. “Replacement protected units” means and refers to affordable residential units proposed to be developed to replace one or more protected units.

14. “Very low income households” has the same meaning as defined in Health and Safety Code Section 50105. Very low income households includes extremely low income households.

(c) *One-to-One Replacement of Demolished Dwelling Units.* If, and to the extent, required by the Housing Crisis Act, the final review authority shall not approve a housing development project that will require the demolition of one or more residential dwelling units unless the proposed project will create at least as many residential dwelling units as will be demolished in conjunction with the project.

(d) *Replacement of Protected Units.* If, and to the extent, required by the Housing Crisis Act, the final review authority shall not approve a development project that will require the demolition of one or more occupied or vacant protected units, or that is located on a site where one or more protected units were demolished in the previous five (5) years, unless all applicable requirements, including, but not limited to, the following, are complied with:

1. **Number of Total Units Required.** If the project is a housing development project, the project shall include at least as many total dwelling units as the greatest number of permitted dwelling units that existed on the project site within the five-year period preceding the application submittal date.

2. **Number of Replacement Protected Units Required.** Unless otherwise provided in the Housing Crisis Act, the development project shall replace all existing occupied or vacant protected units that will be demolished as part of the proposed project and all protected units that were previously located on the project site and demolished on or after January 1, 2020. Any replacement protected units provided will be considered in determining whether a housing development project satisfies the requirements of Government Code Section 65915 and Section 22.18.010.

a. **Projects Involving Demolition of Occupied Protected Units.** If any existing protected units to be demolished are occupied on the date of application submittal, the project shall provide at least the same number of replacement dwelling units of equivalent size to be made available at an affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those households in occupancy of the protected units. If a project site containing occupied protected units to be demolished also contains vacant protected units that will be demolished as part of the project, or previously contained protected units that were demolished within the five-year period preceding the application submittal date, the project shall also provide at least the same number of replacement protected units of equivalent size as such protected units, to be made available at an affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as the last household in occupancy. If the income of the existing or last household in occupancy of any protected units is not known, it shall be rebuttably presumed that lower income renter households occupied such protected units in the same proportion of lower income renter households to all renter households within the City of Diamond Bar, as determined by the most recently available data from the

United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database. All replacement protected unit calculations resulting in fractional units shall be rounded up to the next whole number.

b. Projects Only Involving Vacated or Demolished Protected Units. If all protected units on the project site are vacant or have been demolished within the five-year period preceding the application submittal date, the project shall provide at least the same number of replacement protected units of equivalent size as the number of protected units as existed at the highpoint of those units in the five-year period preceding the application submittal date, to be made available at an affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those persons and families in occupancy of the protected units at that time, if known. If the incomes of the persons and families in occupancy the protected units at the highpoint is not known, it shall be rebuttably presumed that low-income and very low income renter households occupied these protected units in the same proportion of low-income and very low income renter households to all renter households within the City of Diamond Bar, as determined by the most recently available data from the United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database. All replacement protected unit calculations resulting in fractional units shall be rounded up to the next whole number.

c. Replacement Protected Unit Size. A replacement protected unit must include at least the same number of bedrooms as the protected unit being replaced; provided, however, that if, and to the extent permitted pursuant to the Housing Crisis Act, a protected unit may be replaced with two or more replacement protected units of the same or a lower income category as the protected unit, provided the cumulative number of bedrooms in the replacement protected units equals or exceeds the number of bedrooms in the protected unit being replaced. .

d. Single-Family Projects Involving a Single Protected Unit. Notwithstanding any other provisions of this subsection (d)(2), if a development project consists of the development of a single residential unit on a site with a single protected unit, that protected unit may be replaced with a unit of any size at any income level.

3. Location of Replacement Protected Units. If the project is a housing development project, replacement protected units shall be constructed on the same site as the demolished protected units being replaced and integrated into the development project, if feasible. Subject to approval of the final review authority, and to the extent permitted by the Housing Crisis Act, an applicant may develop, or contract with another entity to develop, a replacement protected unit on a different parcel in the City zoned for residential use, provided that (i) an application for development of the replacement protected units on different parcels is made concurrently with an application for all other components of the proposed development project, (ii) the other parcel is zoned for residential use and all objective general plan, zoning, and other standards and requirements are met, and (iii) the applicant demonstrates that no residential tenants on the other parcel have been or will be displaced as a result of development of the replacement protected unit.

4. **Timing of Construction of Replacement Units.** All replacement units shall be constructed concurrently with or prior to other components of the proposed development project.

5. **Affordability Restrictions.** All replacement protected units that will be rented shall be subject to a recorded affordability restriction for at least 55 years. Replacement protected units that will be offered for sale shall be subject to paragraph (2) of subdivision (c) of Government Code Section 65915.

6. **Regulatory Agreement Required.** The record owner(s) of the property shall enter into a regulatory agreement with City pursuant to section 22.18.030.

(e) ***Benefits to be Provided to Occupants of Protected Units.*** The final review authority shall not approve a development project subject to the Housing Crisis Act that will require the demolition of one or more occupied protected units, unless the applicant and record owner(s) of the subject site agree to comply the requirements set forth in this subsection (e) and to provide any other benefits to existing occupants of protected units required pursuant to the Housing Crisis Act.

1. **Right to Remain in Occupancy Pending Demolition.** Any existing occupants of a protected unit to be demolished, regardless of their household income level, shall be allowed to occupy the unit until six (6) months before the start of construction activities on the site. The project proponent and/or record owner of the occupied protected unit shall provide the existing occupants with written notice of the planned demolition, the date the occupants must vacate the unit, and their rights under the Housing Crisis Act. Said notice shall be provided at least six (6) months in advance of the date that the existing occupants must vacate the unit, and a copy shall be concurrently delivered to the director.

2. **Right to Return if Demolition Does Not Proceed.** Any existing occupants of a protected unit to be demolished, regardless of their income level, that are required to leave the unit shall be allowed to return at their prior rental rate if the demolition does not proceed and the unit is returned to the rental market. This right shall be memorialized in a written agreement, covenant, or other document that is enforceable by the occupant(s) of the protected unit, the form of which shall be subject to review and approval by the director.

3. **Right of First Refusal for a Comparable Unit in New Housing Development Project.** Except as otherwise expressly provided in this subsection (e)(3), the record owner(s) of a protected unit that will be demolished shall agree to provide existing occupants of the protected unit that are lower income households with a right of first refusal to rent or purchase a comparable unit available in the new housing development project, or in any required replacement units associated with a new development that is not a housing development project, affordable to the household at an affordable rent or affordable housing cost. The right of first refusal shall be memorialized in a written agreement, covenant, or other document that is enforceable by the occupant(s) of the protected unit, the form of which shall be subject to review and approval by the director. Notwithstanding the foregoing, this subsection (g)(3) shall not apply to either (i) a development project that consists of a single residential unit located on a site where a single protected unit is being demolished; (ii) units in a housing development in which 100 percent of the units, exclusive of a manager's unit or units, are reserved for lower income households, unless the occupant of the protected unit qualifies for residence in the new development and providing a comparable unit to the occupant would not be precluded due to unit size

limitations or other requirements of one or more funding source of the housing development; or (iii) a development project that is an industrial use and to which the requirement to provide replacement units does not apply.

4. Relocation Benefits.

a. The applicant and/or the record owner(s) of a protected unit that will be demolished as part of a development project shall provide existing occupants of the protected unit to be demolished that are lower income households with relocation benefits that are equivalent to the relocation benefits required to be paid by public entities pursuant to the Relocation Assistance Law. By way of example, said relocation benefits may include, without limitation, advisory assistance in finding comparable new housing, payment of moving expenses, and rental assistance payments.

b. The applicant shall engage a qualified third-party contractor or consultant (a "relocation consultant") approved by the director to determine the eligibility of occupants for benefits, prepare a relocation plan, and oversee the provision of the required relocation benefits.

c. The applicant's relocation consultant shall prepare a written relocation plan consistent with the provisions of the Relocation Assistance Law, which plan shall be subject to review and approval by the director. The relocation plan shall include, without limitation, provisions addressing the following:

- i. determination of eligibility requirements;
- ii. identification of eligible occupants;
- iii. occupant interviews and needs assessments;
- iv. an evaluation of the availability of comparable replacement housing within the relevant geographic area;
- v. identification of specific replacement housing options;
- vi. the provision for relocation advisory services to affected occupants;
- vii. a description of the relocation benefits available to eligible occupants;
- viii. a process for the provision of benefits and the submission of benefit claims by eligible occupants;
- ix. a process for occupants to appeal benefit determinations; and
- x. procedures for providing the benefits required pursuant to this subsection (e), including copies of the required notices, agreements, and other forms needed to implement the provision of said benefits.

d. Prior to the issuance of a grading or building permit for the development project, the relocation consultant shall provide a letter to the director certifying that

the relocation process has been completed and that all required relocation benefits have been provided.

(f) *Fees.* The City may impose a fee or fees to recover the City's other reasonable costs to implement the dwelling unit protection provisions of the Housing Crisis Act and this Section. Any such fees shall be adopted by resolution of the City Council.

(g) *Reimbursement of City's Professional Fees and Costs.* To the extent not factored into the fee or fees established pursuant to subsection (f), in addition to such fees, if benefits are required to be provided to existing occupants of protected units pursuant to subsection (e), the applicant shall reimburse the City for the actual fees and costs charged for the services of attorneys and/or other professional third-party consultants engaged by the City to provide consultation, advice, analysis, and/or review or preparation of documents in connection with the review of a relocation plan, notices, or other required forms and documents and the monitoring and/or enforcement of compliance with requirements for provision of benefits. Concurrent with or prior to the applicant's submittal of any notice, agreement, plan, or other document requiring approval of the director pursuant to subsection (e), the applicant shall execute a reimbursement agreement with the City in a form approved by the City Manager and provide a deposit to the City in an amount sufficient to cover the estimated total professional fees and costs to be incurred by the City, as determined by the director in his or her reasonable discretion. The City Manager or his or her designee is authorized to execute said reimbursement agreement on behalf of the City.

Sec. 22.18.030 – Affordable housing regulatory agreements.

(a) *Purpose.* The purpose of this Section is to establish minimum requirements and procedures for the preparation, execution, and recording of regulatory agreements establishing covenants to ensure the initial and continued affordability of income-restricted residential dwelling units required to be provided in conjunction with the approval of a development project pursuant a provision of this Code or State law.

(b) *Definitions.* As used in this section, the following terms shall have the following meanings:

1. "Affordable Units" means residential dwelling units required to be made affordable to, and occupied by, households with incomes that do not exceed the limits specified in applicable law for middle income, moderate-income, lower income, very low income, or extremely low income households, as applicable, at an affordable rent or affordable housing cost, pursuant to State law or any provision of this Code.
2. "Owner" means the record owner or owners of the parcel or parcels on which affordable units will be located.
3. "Regulatory Agreement" means an agreement or agreements entered into between the City and an owner pursuant to this Section.

(c) *Requirement for Regulatory Agreement.* Whenever an applicant for a development project offers to or is required as a condition of development pursuant to State law or any provision of this Code to construct a specified number or percentage of affordable units, the owner shall enter into a regulatory agreement with the City meeting the requirements of this section in the form approved by the City Manager.

(d) *Required Provisions of Regulatory Agreements.* Unless otherwise provided by law or authorized by the City Manager, each regulatory agreement shall include provisions addressing or requiring the following:

1. **Identification of Affordable Units.** The number, affordability level, unit size and bedroom count mix, and location of the affordable units shall be set forth in the regulatory agreement. Unless otherwise mutually agreed by the applicant and City, affordable units shall be dispersed throughout the project. Projects that include mixed income multifamily structures shall comply with the requirements set forth in Health and Safety Code Section 17929.
2. **Timing of Construction.** The regulatory agreement shall require that the affordable units be constructed concurrently with or prior to other components of the development project.
3. **Affordability Period for Affordable Units.** The regulatory agreement shall require that the affordable units remain affordable to, and be occupied by, persons and families of the required income level at an affordable rent or affordable housing cost, as applicable, for the minimum period of time required by law, or a longer period of time if required by a construction or mortgage financing assistance program, mortgage insurance program, or subsidy program associated with the development project. Where a minimum affordability period is not otherwise specified by statute or ordinance, the required affordability period for affordable units that will be rented shall be a minimum of fifty-five (55) years and the required affordability for affordable units that will be offered for sale shall be a minimum of forty-five (45) years. Determinations of affordable rents, affordable housing costs, and household income levels shall be made in accordance with the regulations published from time to time by the California Department of Housing and Community Development pursuant to Health and Safety Code Section 50093.
4. **Annual Tenant Income Verification, Compliance Reporting, and Certification.** For projects containing affordable units that will be rented, the regulatory agreement shall include uniform provisions requiring the owner to verify and certify, prior to the initial occupancy, and annually thereafter, that each tenant household occupying each affordable unit meets the applicable income and eligibility requirements established for the affordable unit, and to annually prepare a compliance report and certify that the affordable units are in compliance with the regulatory agreement.
5. **For-Sale Affordable Units.** For projects containing affordable units that will be offered for sale, the regulatory agreement shall include uniform provisions requiring the owner to either (i) ensure that each affordable unit is offered at an affordable housing cost and is initially sold to and occupied by a household that meets the applicable income and eligibility requirements established for the affordable unit, or (ii) sell the affordable unit(s) to a qualified nonprofit housing corporation pursuant to applicable legal requirements and terms acceptable to the City. If the affordable units are developed pursuant to section 22.18.010 or section 22.18.020, the regulatory agreement shall contain provisions satisfying the criteria set forth in paragraph (2) of subdivision (c) of Government Code Section 65915. The regulatory agreement shall also require the initial purchaser and, if applicable, each subsequent purchaser, of an affordable unit, to execute and/or record one or more agreements and/or restrictive covenants benefiting and enforceable by the

City, which address, among other things, the purchaser's obligations pertaining to certification of income, financing or refinancing of the unit, occupancy of the unit, property maintenance, insurance, periodic certification of compliance with applicable agreement terms, and re-sale of the unit. Such agreements or restrictive covenants may include, without limitation promissory notes, deeds of trust, reimbursement agreements, option agreements, equity sharing agreements, and/or other covenants and regulatory documents necessary to ensure continued compliance with pertinent provisions of applicable law, conditions of approval, and the regulatory agreement for the required affordability period.

6. Maintenance Standards. The regulatory agreement shall contain uniform provisions governing the owner's maintenance obligations and the City's rights in the event the owner fails to adhere to its maintenance obligations.

7. Annual Compliance Report. Each regulatory agreement shall contain provisions requiring the owner to submit an annual compliance report containing specified information to the City in a form reasonably satisfactory to director and to annually certify that the affordable units are in compliance with the requirements of the regulatory agreement.

8. Recordkeeping Requirements. The regulatory agreement shall contain uniform provisions requiring the owner to maintain affordable unit sales documents, tenant leases, income certifications, and other books, documents, and records related to the sale or rental of the affordable units and operation of the project for a period of not less than five (5) years after creation of each such record; to allow the City to inspect any such books, documents, or records and to conduct an independent audit or inspection of such records at a location that is reasonably acceptable to the City Manager upon prior written notice; and to permit the City and its authorized agents and representatives to access the property and examine the housing units and to interview owners, occupants, tenants and employees for the purpose of verifying compliance with the regulatory agreement.

9. Marketing and Sale of Affordable Units. For housing development projects containing affordable units that will be offered for sale, the regulatory agreement shall contain uniform provisions addressing (i) how eligible buyers of the affordable units will be solicited, identified, and selected; (ii) procedures for establishing the affordable sales prices of the affordable units; (iii) procedures for verifying the income and eligibility of prospective buyers of the affordable units; and (iv) a description of the responsibilities of an owner or buyer upon resale of an affordable unit.

10. Marketing and Management Plan for Rental Affordable Units. For multi-family housing development projects containing affordable units that will be rented, the regulatory agreement shall contain uniform provisions regarding property management and management responsibilities and shall require the owner to prepare and obtain the City's approval of a marketing and management plan for the project prior to the issuance of a certificate of occupancy for any portion of the project. The marketing and management plan shall address in detail, without limitation, the following matters: (i) how the owner plans to market the affordable units to prospective tenant households; (ii) procedures for the selection of tenants of affordable units, including a description of how the owner plans to certify the eligibility of tenant households; (iii) procedures for annually verifying income

and recertifying the eligibility of tenants of affordable units; (iv) the standard form(s) of rental agreement(s) the owner proposes to enter into with tenants of affordable units; (v) procedures for the collection of rent; (vi) procedures for eviction of tenants; (vii) procedures for ensuring that the required number and unit size mix of affordable units is maintained and that affordable units do not become congregated to a certain area of the building or project; (viii) procedures for complying with the owner's monitoring and recordkeeping obligations; (ix) the owner's property management duties; (x) the owner's plan to manage and maintain the project and the affordable units; (xi) the rules and regulations of the property and manner of enforcement; and (xii) and a program addressing security and crime prevention at the project.

11. Provisions regarding Section 8 Certificates. For projects containing affordable units that will be rented, the regulatory agreement shall include uniform provisions regarding the acceptance of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, or its successor (i.e., "Section 8 certificates"), which shall include the following requirements and limitations:

a. The owner shall accept as tenants persons who are recipients Section 8 certificates on the same basis as all other prospective tenants; provided, the owner shall not rent one of the affordable units to a tenant household holding a Section 8 certificate unless none of the housing units not restricted to occupancy by the affordability covenants are available. If the only available housing unit is an affordable unit, the owner shall no longer designate the housing unit rented to a tenant household holding a Section 8 certificate as an affordable unit, shall designate the next-available housing unit as an affordable unit, and shall make available, restrict occupancy to, and rent such newly designated affordable unit to a qualified tenant at the applicable affordable rent pursuant to the affordability covenants, such that at all times reasonably possible all of the required affordable units shall not be occupied by tenants holding Section 8 certificates.

b. Furthermore, in the event the owner rents an affordable unit to a household holding a federal certificate, the rental agreement (or lease agreement, as applicable) between the owner, as landlord, and the tenant shall expressly provide that monthly rent charged shall be the affordable rent required for the affordable unit (not fair market rent) and that the rent collected directly from such tenant holding a federal certificate shall be not more than the specified percentage of the tenant's actual gross income pursuant to the applicable federal certificate program regulations; i.e., the rent charged to such tenant under the rental agreement shall be the affordable rent chargeable under the affordability covenant and not fair market rent for the area, as would otherwise be permitted under the applicable federal certificate program.

c. The owner shall not apply selection criteria to Section 8 certificate holders which are more burdensome than criteria applied to any other prospective tenants.

d. If and to the extent these restrictions conflict with the provisions of Section 8 of the United States Housing Act of 1937 or any rules or regulations promulgated thereunder, the provisions of Section 8 of the United States Housing Act of 1937 and all implementing rules and regulations thereto shall control.

12. Annual Monitoring Fee. Each regulatory agreement shall contain a provision requiring the owner to reimburse City for the estimated reasonable costs incurred by the City in administering and monitoring the owner's compliance with the regulatory agreement, including, but not limited to, City's review of annual compliance reports and conduct of inspections and/or audits.

(e) *Recordation.* Each regulatory agreement entered into pursuant to this section shall be recorded as a covenant against the property prior to final or parcel map approval, or, where the development project does not include a subdivision map, prior to issuance of a building permit for any structure in the development project. Except as otherwise authorized by the City Manager, the regulatory agreement shall remain a senior, non-subordinate covenant and as an encumbrance running with the land for the full term thereof, and in no event shall the regulatory agreement be made junior or subordinate to any deed of trust or other documents providing financing for the construction or operation of the project, or any other lien or encumbrance whatsoever for the entire term of the required covenants.

(f) *Delegation of Authority.* The City Manager is authorized to approve and execute each regulatory agreement and any amendments thereto on behalf of the City. The City shall maintain authority of each regulatory agreement and the authority to implement each regulatory agreement through the City Manager. The City Manager shall have the authority to make approvals, issue interpretations, waive provisions, make and execute further agreements and/or enter into amendments of each regulatory agreement on behalf of City.

(g) *Fees.* The City may charge a fee or fees to recover the City's reasonable costs to implement the provisions of this Section. Any such fees shall be adopted by resolution of the City Council.

(h) *Reimbursement of Professional Fees and Costs.* To the extent not factored into the fee or fees established pursuant to subsection (g), in addition to such fees, the development proponent and/or owner shall reimburse the City for the actual fees and costs charged for the services of attorneys and/or other professional third-party consultants engaged by the City to provide consultation, advice, analysis, and/or review or preparation of documents in connection with (i) preparation of the regulatory agreement and ancillary documents; (ii) establishing the affordable sales price and verifying the incomes and eligibility of prospective buyers of for-sale affordable units; (iii) review of the initial marketing and management plan and any amendments thereto; (iv) review of annual compliance reports submitted by an owner pursuant to a regulatory agreement; and (v) inspections and audits.

(i) *Preparation of Regulatory Agreement; Reimbursement Agreement.* Unless otherwise approved by the City Manager, each regulatory agreement shall be prepared by the City at the cost of the applicant and/or owner. Prior to the City commencing preparation of a regulatory agreement, the applicant and/or owner shall execute a reimbursement agreement with the City in a form approved by the City Manager and provide a deposit to the City in an amount sufficient to cover the estimated total professional fees and costs to be incurred by the City for preparation of the regulatory agreement, as determined by the director in his or her reasonable discretion. The City Manager or his or her designee is authorized to execute said reimbursement agreement on behalf of the City.

Sec. 22.18.040 Review of housing development projects.

(a) *Purpose.* The purpose of this Section is to implement specified provisions of State law pertaining to review by the City of applications for permits and/or land use entitlements for housing development projects. In the event of any conflict between the provisions of this Section and any provision of State law, the provision of State law shall govern.

(b) *Definitions.* As used in this section, the following terms shall have the following meanings:

1. "Housing Accountability Act" means and refers to the provisions of Government Code Section 65589.5.
2. "Housing development project" shall have the same meaning as defined in the Housing Accountability Act and includes (a) developments consisting of two or more residential units, (b) mixed-use developments consisting of residential and nonresidential uses with at least two-thirds of the square footage designated for residential use, and (c) transitional housing or supportive housing.
3. "Housing element parcel" means and refers to any parcel of land identified in the City's general plan housing element site inventory described in subdivision (a)(3) of Government Code Section 65583, or in a housing element program to make sites available pursuant to subdivision (c)(1) of Government Code Section 65583, for residential development to meet the City's share of regional housing need allocated pursuant to Government Code Section 65584.
4. "Housing for very low, low, or moderate income households" shall have the same meaning as defined in the Housing Accountability Act.
5. "Specific, adverse impact" shall have the same meaning as defined in the Housing Accountability Act. Generally, a "specific adverse impact" is a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application for a housing development project is deemed complete.

(c) *Compliance with State law.*

1. Generally. Notwithstanding any provisions of this Development Code, all proposed housing development projects shall be reviewed in accordance with requirements and limitations imposed by State law, including, but not limited to, Government Code Sections 65589.5, 65915-65918, 65583, 65584, 65863, 65905.5, 65912.100-65912.105, 65852.24, 65852.28, 65913-65913.16, 65914.7, 65940-65945.3, 65650-65656, 65660-65688, 66300-66301, and 66499.41. Except to the extent otherwise provided by State law, such review shall ensure that proposed housing development projects comply with State law and all applicable, objective standards, provisions, conditions and requirements of the general plan, any applicable specific plan, this Development Code, and other applicable ordinances and policies of the City.
2. Findings required for disapproval of housing development projects. As provided in the Housing Accountability Act, when a proposed housing development project complies with applicable, objective general plan, zoning, and subdivision standards and criteria, including design review standards, in effect at the time that the application was

deemed complete, the final review authority shall not disapprove the project or impose a condition that the project be developed at a lower density unless the review authority makes written findings, based on a preponderance of the evidence on the record, that (a) the project would have a specific, adverse impact on public health and safety unless the project is disapproved or approved upon the condition that the project be developed at a lower density, and (b) there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact, other than the disapproval of the housing development project or the approval of the project upon the condition that it be developed at a lower density.

3. Additional findings required for disapproval of housing development projects for very low, low, or moderate income households. As provided in the Housing Accountability Act, the final review authority shall not disapprove a housing development project for very low, low, or moderate income households or condition approval in a manner that renders the housing development project infeasible for development for the use of very low, low, or moderate income households, including through the use of design review standards, unless it makes written findings, based upon a preponderance of the evidence in the record, as required by subdivision (d) of the Housing Accountability Act.

(d) *Consistency review of housing development projects.* The director is authorized to review and determine whether an application for a housing development project is consistent and complies with applicable, objective general plan, zoning, and subdivision standards and criteria within the time period(s) prescribed by law, including, but not limited to, those set forth in subdivision (j) of the Housing Accountability Act.

(e) *Housing development projects subject to discretionary review.* The provisions of this subsection shall apply to the consideration of applications for development review, conditional use permits, or other quasi-judicial approvals required for the construction or operation of a housing development project that is not subject to ministerial review by the director. In the event of a conflict between the provisions of this subsection and any other provision of this Development Code, the provisions of this subsection shall apply.

1. Hearings. Government Code Section 95905.5 limits the number of hearings the City may conduct in connection with consideration of an application for a housing development project. Therefore, for so long as Government Code Section 95905.5 so provides and remains in effect, no more than five hearings or continued hearings shall be conducted in connection with consideration of an application for a housing development project, unless otherwise agreed to by the applicant or the applicant's designated representative. A meeting at which a hearing is continued to another date without public testimony or substantial discussion of the project occurring shall not count as one of the five allowed hearings. The final review authority shall consider and either approve, conditionally approve, or disapprove the application at one of the five hearings allowed pursuant to Government Code section 95905.5; provided, however, that, unless otherwise provided by law, the application shall not automatically be deemed approved if the final review authority does not act on the application at one of the five allowed hearings.

2. Required findings. Except as otherwise permitted or required by State law, the final review authority shall approve or conditionally approve an application for development review, a conditional use permit, or other quasi-judicial approval for a housing development project unless it makes written findings for disapproval in

accordance with the Housing Accountability Act. If applicable, the final review authority shall also make no net loss findings pursuant to Section 22.18.050. The findings set forth in Sections 22.48.040 and 22.58.040 are not required to be made as a prerequisite to approval or conditional approval of a site development permit or conditional use permit for a housing development project.

3. Conditions of approval. The final review authority may impose reasonable conditions of approval that are necessary to ensure that a proposed housing development project complies with all local, state and federal laws, and that impacts resulting from the development are adequately mitigated, subject to the limitations set forth in the Housing Accountability Act.

4. Environmental review. Except as otherwise provided by law, a discretionary permit or approval for a housing development project shall not be approved until all applicable provisions of the California Environmental Quality Act have been complied with.

(f) *Ministerial review.* The provisions of this subsection shall apply in the event that State law or any provision of this Code requires a housing development project to be reviewed ministerially and/or designates a housing development project a “use by right” as defined in Government Code Section 65583.2. Housing development projects subject to ministerial review include, without limitation, (a) multi-family housing development projects located on Housing Element Parcels, in which at least twenty percent (20%) of the housing units are affordable to lower-income households, and (b) housing development projects that satisfy the criteria set forth in Government Code Sections 65650 *et. seq.*, 65660 *et. seq.*, 65852.21 and/or 66411.7, 65852.28 and/or 66499.41, 65912.110 *et. seq.*, 65912.120 *et. seq.*, 65913.4, or 65913.16 or in Health and Safety Code Section 17021.8.

1. The director is authorized to ministerially review and approve or disapprove the application(s) for the proposed housing development project in accordance with applicable law. The director’s decision shall be transmitted to the applicant in writing within the time period mandated by law. Decisions of the director may be appealed to the Commission, who’s decision shall be final.

2. If the ministerial approval of a housing development project will result in fewer residential units by income category than projected for a housing element parcel in the general plan housing element, the “no net loss” provisions of Government Code Section 65863 and Section 22.18.050 apply and the director must also make the required findings.

3. Except to the extent otherwise provided by State law, the director shall not ministerially approve a proposed housing development project unless it complies with all applicable, objective standards, provisions, conditions and requirements of the general plan, this Development Code, and other applicable ordinances and policies of the City.

4. Except as otherwise provided by State law, a ministerial approval pursuant to this subsection shall remain valid for two years from the date of the final action establishing that approval and shall continue remain valid thereafter provided demolition and grading activity on the development site has begun pursuant to a permit issued by the City and is in progress.

(g) *Standard conditions.* The director is authorized to promulgate, modify, and enforce standard conditions and requirements that apply to approved housing development projects,

which implement applicable State, City, and other local agency standards, provisions, and conditions, provided such standard conditions and requirements are consistent with the provisions of the Diamond Bar City Code and State law.

Sec. 22.18.050 No Net Loss

(a) *Purpose.* The purpose of this section is to implement the No Net Loss Law and the “no net loss” provisions of the Housing Crisis Act.

(b) *Definitions.* The following definitions shall apply for purposes of this Section:

1. “Housing Crisis Act” means and refers the provisions set forth in Chapter 12 of Division 1 of Title 7 of the Government Code, commencing with Section 66300, as such provisions may be amended from time to time.
2. “Housing element parcel” means and refers to any parcel of land identified in the City’s general plan housing element site inventory described in subdivision (a)(3) of Government Code Section 65583, or in a housing element program to make sites available pursuant to subdivision (c)(1) of Government Code Section 65583, for residential development to meet the City’s share of regional housing need allocated pursuant to Government Code Section 65584.
3. “Lower residential density” has the same meaning as defined in the No Net Loss Law. Except as otherwise provided in the No Net Loss Law, lower residential density means fewer residential units in any income category than were (a) projected in the housing element site inventory to be accommodated on a housing element parcel or (b) projected in a housing element program to be developed on a housing element parcel.
4. “Not Net Loss Law” means and refers to the provisions of Government Code Section 65863, as such provisions may be amended from time to time.

(c) *No net loss provisions applicable to all parcels where housing is an allowable use.* With respect to land where housing is an allowable use, the Housing Crisis Act limits the City’s authority to change the general plan land use designation, specific plan land use designation, or zoning of a parcel or parcels of property to a less intensive use or to reduce the intensity of land use within an existing general plan land use designation, specific plan land use designation, or zoning district. Therefore, notwithstanding any other provisions of this Development Code, for so long as the Housing Crisis Act continues to so limit the City’s authority, the City shall not be obligated to accept or process an application for a general plan amendment, zoning map amendment, or zoning text amendment affecting a parcel on which housing is an allowable use if said application requests to change the general plan land use designation, specific plan land use designation, or zoning applicable to the parcel in a manner that would reduce the parcel’s residential development capacity.

(d) *No Net Loss Law provisions applicable to housing element parcels.*

1. Reductions of allowable residential density. Except as otherwise authorized pursuant to the No Net Loss Law, in addition to any other findings required pursuant to Sections 22.60, 22.70, and/or any other applicable provision of this Development Code, prior to or concurrent with approving any general plan amendment, specific plan amendment, zoning ordinance, or any other action to reduce, or require or permit the

reduction of, the allowable residential density for any housing element parcel, the City Council shall make written findings supported by substantial evidence of both of the following:

- a. The reduction of residential density is consistent with the adopted general plan, including the housing element.
 - b. The remaining sites identified in the housing element are adequate to meet the requirements of Government Code Section 65583.2 and to accommodate the City's share of the regional housing need pursuant to Government Code Section 65584. This finding shall include a quantification of the remaining unmet need for the City's share of the regional housing need at each income level and the remaining capacity of sites identified in the housing element to accommodate that need by income level.
2. Approval of development of a housing element parcel at a lower residential density.
 - a. Prior to or concurrent with approving an application allowing development of a housing element parcel at a lower residential density, the final review authority shall make a written finding supported by substantial evidence as to whether the remaining sites identified in the housing element are adequate to meet the requirements of Government Code Section 65583.2 and to accommodate the City's share of the regional housing need pursuant to Government Code Section 65584. This finding shall include a quantification of the remaining unmet need for the City's share of the regional housing need at each income level and the remaining capacity of sites identified in the housing element to accommodate that need by income level.
 - b. If the final review authority approves a development project on a housing element parcel that results in a lower residential density and does not find that the remaining sites identified in the housing element are adequate to accommodate the City's share of the regional housing need by income level, the City shall within 180 days identify and make available additional adequate sites to accommodate the City's share of the regional housing need by income level in accordance with the No Net Loss Law. This subdivision shall not be interpreted to require the City to approve an application for any permit or legislative action associated with a proposed development project. However, pursuant to the No Net Loss Law, the final review authority for a permit for a proposed housing development project may not disapprove that permit on the basis that its approval would require the City to identify and make available additional adequate sites to accommodate the City's share of the regional housing need.
3. Applicant responsibility. If an applicant for a development project or permit requests in its initial application, as submitted, a non-residential development or a mixed-use or residential development at a residential density that would result in the remaining sites in the housing element not being adequate to accommodate the City's share of the regional housing need pursuant to Government Code Section 65584, the applicant shall assist the City to comply with the No Net Loss Law as follows:

a. The applicant shall identify and include with its application a list of additional potential candidate sites to accommodate the shortfall in the City's share of the regional housing need by income level that would result from the proposed development project, along with such evidence as is reasonably requested by the director necessary to show that such candidate sites are adequate sites pursuant to Government Code Section 65583.2 and proof that the owner or owner(s) of each such candidate site consents to rezoning and/or identification of the site in the housing element. To the extent allowed by State law, sufficient additional adequate sites must be identified before the application may be deemed complete.

b. The applicant shall fund and/or provide outreach to property owners and tenants of property within the vicinity of candidate sites as required by the director, including, without limitation, the mailing of written notices and the advertisement and conduct of community meetings to provide information to interested community members about the identification and/or potential rezoning of the candidate sites.

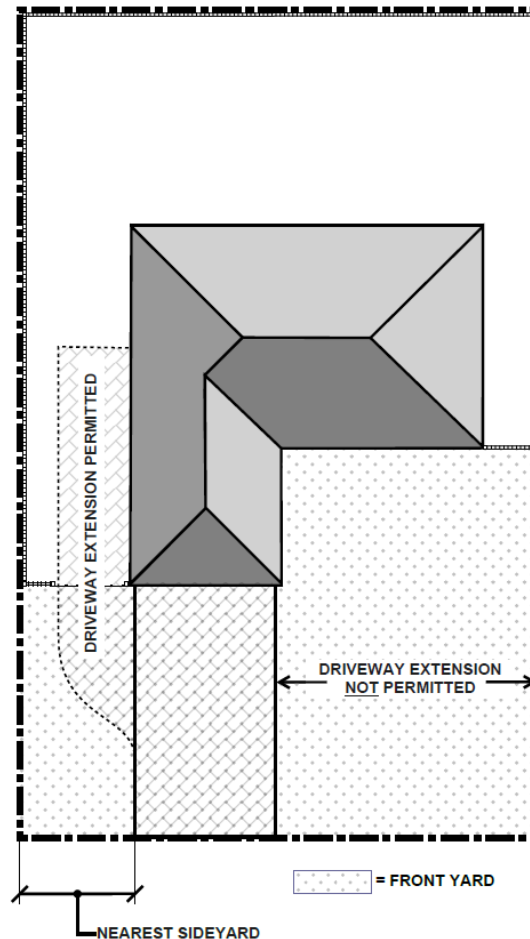
c. To the extent permitted by State law, the applicant shall reimburse the City for the actual fees and costs charged for the services of attorneys and/or other professional third-party consultants engaged by the City to provide consultation, advice, analysis, and/or review or preparation of documents in connection with the identification of candidate sites and determination of their adequacy pursuant to Government Code Section 65583.2 and/or the preparation and processing of any required general plan and/or zoning amendments. Concurrent with submittal of an application for the proposed development project, the applicant shall execute a reimbursement agreement with the City in a form approved by the City Manager and provide a deposit to the City in an amount sufficient to cover the estimated total professional fees and costs to be incurred by the City, as determined by the director in his or her reasonable discretion. The City Manager is authorized to execute said reimbursement agreement on behalf of the City.

Section 10. Paragraph 1 of Sub-subsection a. of Subsection (5) of Section 22.30.080 (Driveways and site access) of Title 22, Chapter 22.30 of the Diamond Bar City Code is hereby amended to provide additional clarification pertaining to the permitted location of a driveway extension and to replace the existing diagram with a new diagram, as follows (deletions in ~~strike through~~ text and additions shown in double underline):

(5) *Driveway width and length.*

a. *Single-family uses.*

1. Driveways are intended only to provide access to required off-street parking spaces in garages. No other paving, except walkways, shall be allowed within the front yard area. An extension of the primary driveway may be approved if the pavement width of the extension does not exceed 12 feet, is located toward the ~~nearest~~ nearest to the driveway side property line and the total hardscape area of the front yard does not exceed 50 percent of the existing front yard area. An extension of the driveway toward the side yard farthest from the driveway shall not be permitted. Front yard area shall be measured from the front property line to the front building line.

Front Yard

Section 11. Table 3-15 (Required Setbacks–Accessory Uses and Structures) of Section 22.42.110 (Residential accessory uses and structures) of Title 22, Chapter 22.42 of the Diamond Bar City Code is hereby amended to specify setback requirements for fish ponds and fountains in the front yard of single-family detached homes, as follows (deletions in ~~strikethrough~~ text and additions shown in double underline):

Single-Family Detached Homes

Accessory Structure	Type of Setback ¹	Required Setback ²
...	...	...
Swimming pool, spa, ~~the fish pond, outdoor play equipment, fountains, decorative pools~~ <u>fish ponds, fountains, decorative pools</u> ^{3,4}	Sides, rear Street side	5 feet As required for main structure
...	...	...

Notes:

- (1) Where a parcel is situated so that the front, side, or rear property lines are not readily determinable, required setbacks shall be established by the director.

- (2) A structure, projection or equipment shall not be placed or occur beyond the property lines of the subject parcel.
- (3) Rear yard setback for a detached accessory structure on a double-frontage parcel shall be a minimum of 20 percent of the parcel depth to a maximum of 25 feet.
- (4) Shall be in compliance with the standards set forth in the Building Code, such as maximum depth and pool barrier requirements.

Section 12. Section 22.42.120 (Accessory dwelling units and junior accessory dwelling units) of Title 22, Chapter 22.42 of the Diamond Bar City Code is hereby amended to conform with State law, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

Sec. 22.42.120. - Accessory dwelling units and junior accessory dwelling units.

The purpose of this section is to provide for the creation of accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in a manner consistent with state law, in order to provide for additional housing opportunities for development of low- and moderate-income housing for the community in keeping with the Housing Element of the Diamond Bar General Plan.

- (1) *Applicability.* Except as otherwise provided by state law, the standards and limitations set forth in this section apply to the development of new ADUs and JADUs in the City.
- (2) *Interpretation.* The provisions of this section shall be interpreted to be consistent with the provisions of Chapter 13 of Division 1 of Title 7 of the Government Code ~~sections 65852.2 and 65855.22~~ and shall be applied in a manner that is consistent with state law.
- (3) *Effect of Conforming.* Consistent with state law, an ADU that conforms to the provisions of this section (a) shall be deemed an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located; (b) shall be deemed a residential use that is consistent with the existing General Plan and zoning designation for the lot upon which it is located; and (c) shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.
- (4) *Definitions.* As used in this section, the following terms shall have the following meanings:
 - a. The terms “accessory dwelling unit”, “accessory structure”, “efficiency unit”, “living area”, “nonconforming zoning condition”, “passageway”, “proposed dwelling”, “public transit”, and “tandem parking” all have the same meaning as that stated in Government Code section ~~65852.2~~ 66313 as that section may be amended from time to time. The terms “accessory dwelling unit” and “ADU” shall have the same meaning.
 - b. The term “junior accessory dwelling unit” shall have same meaning as that stated in Government Code section ~~66313 65852.22(h)(1)~~ as that section may be amended from time to time. The terms “junior accessory dwelling unit” and

“JADU” shall have the same meaning.

- c. The term “attached ADU” means an ADU, other than a converted ADU, that is physically attached to a primary dwelling structure.
- d. The term “detached ADU” means an ADU, other than a converted ADU, that is physically separated from, but located on the same lot as, a primary dwelling structure.
- e. The term “converted ADU” means an ADU that is constructed within all or a portion of the permitted existing interior space of an accessory structure or within all or a portion of the permitted existing interior space of a dwelling structure, including bedrooms, attached garages, storage areas, or similar uses. A converted ADU also includes an ADU that is constructed in the same location and to the same dimensions as a permitted existing structure or portion of a permitted existing structure.

(5) *Areas Allowed.*

- a. ADUs. ADUs conforming to the provisions in this section may be located on any lot in the city that is zoned to allow single-family or multifamily residential uses and that includes a proposed or existing legally developed single-family dwelling, duplex, or multifamily dwelling.
- b. JADU. JADUs conforming to the provisions in this section may be located within a proposed or existing legally developed single-family dwelling on any lot in the city that is zoned to allow single-family residential uses.

(6) *Number Allowed.*

- a. *Single-Family Lots.* No more than one ADU or JADU shall be allowed on a lot developed or proposed to be developed with a single-family dwelling; provided, however, that a single-family lot may have both one JADU and either (i) one ADU located within the proposed space of a single-family dwelling or within the existing space of a single-family dwelling or accessory structure, or (ii) one detached, new construction, ADU not exceeding 800 square feet in total floor area.
- b. *Multifamily Lots.* Multifamily lots may have ~~either~~ up to two detached ADUs and ~~or~~ multiple converted ADUs as follows:
 - i. No more than a total of two (2) detached ADUs may be constructed on a lot developed or proposed to be developed with one or more multifamily dwelling structures.
 - ii. On lots with no detached ADUs, one (1) or more converted ADUs may be constructed within portions of existing multifamily dwelling structures that are not used as livable space. No converted ADUs may be constructed within the existing livable space of a multifamily structure. The number of ADUs permitted under this subsection shall not exceed twenty-five (25) percent of the existing multifamily dwelling units on the lot. For the purpose of

calculating the number of allowable accessory dwelling units: (a) previously approved ADUs shall not count towards the existing number of multifamily dwelling units; and (b) fractions shall be rounded down to the next lower number of dwelling units, except that at least one (1) converted ADU shall be allowed.

~~iii. Detached ADUs may not be combined on the same multifamily lot with converted ADUs.~~

(7) *ADU Standards and Criteria.*

- a. *Development Standards.* Except as modified by this subsection or as otherwise provided by state law, an ADU shall conform to the height, setback, landscaping, lot coverage, and other development standards applicable to the lot on which it is located, as set forth in the Development Code and/or in an applicable specific plan or planned development ordinance or resolution. Notwithstanding the foregoing, when the application of a development standard related to floor area ratio, lot coverage, open-space, front setbacks, or minimum lot size would prohibit the construction of an attached or detached ADU of at least 800 square feet, such standard shall be waived to the extent necessary to allow construction of an ADU of up to 800 square feet.
- b. *Location on Lot.* Attached and detached ADUs shall not be constructed within required setback areas. New detached ADUs shall be located in the rear half of the lot. Notwithstanding the foregoing, a portion of an ADU may be constructed within the required front setback area if, and only to the extent that, application of the requirements of this subsection (7)(b) would not permit an ADU of up to 800 square feet to be constructed on the lot in compliance with all other applicable development standards.
- c. *Access.* An attached or converted ADU shall maintain independent exterior access from the proposed or existing primary dwelling structure. Such access shall not be located on the front of the primary dwelling structure or face the street on which the primary dwelling fronts.
- d. *Passageway.* No passageway shall be required in conjunction with the construction of an ADU.
- e. *Setbacks.*
 - i. *Side and Rear Yard Setbacks.* Minimum setbacks of no less than four (4) feet from the side and rear lot lines are required for new attached and detached ADUs.
 - ii. *Converted ADUs.* No setbacks are required for converted ADUs, provided the side and rear setbacks of the existing converted structure are sufficient for fire and safety, as dictated by current applicable uniform building and fire codes.
- f. *Building Separation.*

- i. A minimum separation of six feet is required between a detached ADU and the primary dwelling unit.
 - ii. A minimum separation of six feet is required between an attached or detached ADU and all other freestanding accessory structures, including freestanding garages, on the property, provided, however, that a detached ADU may be attached to a freestanding garage in compliance with all Building Code requirements.
 - iii. Building separation requirements do not apply to converted ADUs that do not include an expansion of floor area of the existing structure.
- g. *Minimum ADU Size.* An ADU shall have a minimum floor area of at least 220 square feet.
- h. *Maximum ADU Size.*
 - i. Attached ADUs: The total floor area of an attached ADU shall not exceed the following:
 - 1. Studio or one bedroom: 850 square feet or fifty percent (50%) of the floor area of the primary dwelling unit, whichever is less; provided, however, that if the size of the primary dwelling unit is less than 1,600 square feet, an attached ADU may have a total floor area of up to 800 square feet.
 - 2. Two or more bedrooms: 1,000 square feet or fifty percent (50%) of the floor area of the primary dwelling unit, whichever is less; provided, however, that if the size of the primary dwelling unit is less than 1,600 square feet, an attached ADU may have a total floor area of up to 800 square feet.
 - ii. Detached ADUs: The total floor area of a detached ADU shall not exceed the following:
 - 1. Studio or one bedroom: 850 square feet.
 - 2. Two or more bedrooms: 1,000 square feet.
 - 3. Notwithstanding the foregoing, where a detached ADU and a JADU are combined on the same lot, the total floor area of the detached ADU shall not exceed 800 square feet.
 - iii. Converted ADUs: The maximum size limitations set forth in this subsection do not apply to converted ADUs that do not increase the existing floor area of a structure. In addition, a converted ADU created within an existing accessory structure may include an expansion of not more than 150 square feet beyond the physical dimensions as the existing accessory structure to the extent necessary to accommodate ingress and egress.

- iv. Patios and Porches. An attached or detached ADU may include an attached covered patio and/or porch, which, if provided, shall be integrated into the design of the ADU and shall not exceed 60 square feet in size. Such a patio or porch shall not be considered in calculating the floor area of the ADU for purposes of the above maximum unit size limitations.
- i. *Height.*
 - i. Detached ADUs:
 - A. Except as provided below, the height of a detached ADU on a lot with an existing or proposed single-family or multifamily dwelling unit ~~New attached and detached ADUs shall be one story, constructed at ground level, and shall not exceed sixteen (16) feet, in height as measured from the finished grade to the highest area of the roofline.~~
 - B. The height of a detached ADU located on a lot with an existing or proposed multifamily, multistory dwelling unit, shall not exceed eighteen (18) feet.
 - C. The height of a detached ADU located on a lot with an existing or proposed single-family or multifamily dwelling unit that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, shall not exceed eighteen (18) feet; provided, however, that up to an additional two (2) feet in height is allowed if necessary to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.
 - ii. Attached ADUs: The height of an attached ADU shall not exceed twenty-five (25) feet or the height limitation that applies to the primary dwelling, whichever is lower. In no event shall an attached ADU exceed two (2) stories.
 - iii. Converted ADUs: Converted ADUs are not subject to a height limitation.
 - iv. Measurement: The height of an ADU shall be as measured from the finished grade to the highest area of the roofline.
- j. *Exterior Design.* Except to the extent necessary to meet current fire and building codes, A ~~an~~ ADU shall match the architectural style and design features of the primary residential structure as provided below, including, but not limited to:
 - i. Exterior finishes: Exterior finish M ~~materials shall be the same as or visually match those of the primary residential structure in terms of, colors, type, size, and placement, surface treatments and details;~~
 - ii. Roofing Pitch: Type, pitch and materials ~~Roof pitch shall be the same as the predominant roof pitch of the primary residential structure;~~
 - iii. Proportion and form ~~Trim: The trim around the doors and windows shall be the same type and finish as the primary residential structure; and~~

- iv. Windows: Type, forms, and dimensional ratios- Windows shall match those of the primary residential structure in terms of type, proportion (height and width ratio) and orientation (vertical vs. horizontal);
- v. Eaves: For an attached ADU, eaves shall project from the ADU the same distance as the eaves on the primary residential structure. For a detached ADU, eaves shall project from the ADU at least one foot on all elevations;
- vi. Fascia Boards: Fascia boards shall match the primary structure or in the event the primary structure has 2x4, shall be no wider than 2x6; and
- vii. The front elevation of an ADU that is visible from the street shall have the same architectural details as the primary residential structure.

A converted ADU that is constructed within all or a portion of the permitted existing interior space of a dwelling or accessory structure is not required to meet the foregoing exterior design standards; provided, however, that exterior alterations to the structure such as those necessary to meet building codes must meet the relevant design standards above.

- k. *Recreational Vehicles.* Neither the primary residence nor the proposed ADU shall be a recreational vehicle.
- l. *Off-Street Parking.*
 - i. One additional off-street parking space must be provided for a new attached or detached ADU. This parking space shall be accessible from the ~~existing~~ approved driveway approach, and may be provided in setback areas or as tandem parking on a driveway, unless specific findings are made by the director that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety concerns. An existing driveway may be widened to accommodate the one off-street parking space pursuant to section 22.30.080.
 - ii. Notwithstanding the foregoing, an additional off-street parking space is not required to be provided in the following instances:
 - 1. If the ADU is located within one-half mile walking distance of public transit.
 - 2. If the ADU is located within a historic district.
 - 3. If the ADU is part of the proposed or existing primary residence or an accessory structure;
 - 4. When on-street parking permits are required but not offered to the occupant of the ADU.
 - 5. When there is a car share vehicle located within one block of the ADU.

- 6. If the ADU is a detached ADU that has a total floor area of 800 square feet or less.
 - 7. If the ADU is located on a lot developed or proposed to be developed with one or more multifamily dwelling structures.
 - iii. The parking space required for a new attached or detached ADU is in addition to the parking spaces required for the primary dwelling. However, when a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.
 - m. *Utility Service.* Utilities serving an ADU (e.g., electricity, gas, sewer, and water) shall be common to and dependent on the primary residence. An ADU shall not be provided with separate metered utilities, unless otherwise required by applicable building, fire or electrical code provisions. For any ADU using septic facilities allowed by the California Regional Water Quality Control Board and the city, written certification of acceptability and approval by the local health officer shall be submitted.
 - n. *Impact Fees.* Construction of an ADU is subject to applicable development impact fees adopted by the City pursuant to California Government Code, Title 7, Division 1, Chapter 5 (commencing with § 66000) and Chapter 7 (commencing with § 66012). No impact fee is required for an ADU that is less than 750 square feet in size. Any impact fee that is required for an ADU that is 750 square feet or more in size shall be charged proportionately in relation to the square footage of the primary dwelling. For purposes of this section, “impact fee” does not include any planning application fee, plan check fee, or building permit fee that is otherwise applicable.
- (8) *Standards and Criteria Applicable to JADUs.*
- a. *Footprint.* A JADU may only be constructed within the walls of a proposed or existing single-family dwelling, including an existing attached garage.
 - b. *Unit Size.* A JADU shall not exceed 500 square feet in size.
 - c. *Separate Entrance.* A JADU must include a separate entrance from the main entrance of the proposed or existing single-family residence in which it located.
 - d. *Kitchen Requirements.* A JADU must include an efficiency kitchen, including a cooking facility with appliances, and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.
 - e. *Bathroom Facilities.* A JADU may include separate sanitation facilities or may share sanitation facilities with the proposed or existing single-family dwelling in which it is located. If a JADU does not include separate sanitation facilities, the JADU must include an interior entrance to the primary dwelling’s main living area.
 - f. *Parking.* No additional off-street parking is required for a JADU beyond that

required at the time the existing primary dwelling was constructed. However, when an existing attached garage is converted to a JADU, any required off-street parking spaces for the primary dwelling that are eliminated as a result of the conversion shall be replaced. These replacement parking spaces may be located in any configuration on the same lot, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces.

- g. *Fire Protection.* For purposes of any fire or life protection ordinance or regulation, a JADU shall not be considered a separate or new dwelling unit.
- h. *Utility Service.* For purposes of providing service for water, sewer, or power, including a connection fee, a JADU shall not be considered a separate or new dwelling unit. A JADU shall be served by the same water, sewer, and other utility connections serving the primary single-family dwelling in which it is located, and no separate utility meters shall be permitted for a JADU.

(9) *Other Requirements.*

- a. *No Separate Conveyance.* Except as otherwise provided in Government Code section ~~65852.26~~66634.1 or by other applicable law, an ADU or JADU may be rented separate from the primary residence, but may not be owned, sold or otherwise conveyed separate from the primary residence, and a lot shall not be subdivided in any manner that would authorize such separate sale, conveyance, or ownership.
- b. *No Short-Term Rental Permitted.* An ADU or JADU may be rented, although rental is not required. Any rental term of an ADU or JADU that is legally created after June 1, 2017 shall be ~~longer than~~ 30 days or longer.
- c. *Owner Occupancy.*
 - i. ADUs. Owner-occupancy of a lot on which an ADU is located is not required.
 - ii. JADUs. An owner of record of the single-family lot upon which a JADU is located shall occupy either the JADU or the remaining portion of the primary single-family dwelling as his/her/their principal residence. In the event owner occupancy of the property ceases, the JADU shall automatically become uninhabitable space, shall not be used as a separate dwelling unit, and shall not be separately rented or leased for any purpose.
- D. *Recorded Covenant.* Prior to the issuance of a building permit for an ADU or a JADU, the owner(s) of record of the property shall provide to the director a copy of a covenant agreement, declaration of restrictions, or similar deed restriction recorded against the property, which is in a form prepared by and/or acceptable to the director. The deed restriction shall run with the land and shall bind all future owners, heirs, successors, or assigns; shall contain restrictions pertaining to ownership and conveyance, rental, owner occupancy, and the size and attributes of the ADU / JADU that conform to this section; and shall provide that it may not be modified or terminated without the prior written consent of the director.

(10) *Permit Application and Review Procedures.*

- a. *Building Permit Required.* A building permit is required prior to construction of an ADU or JADU. Except as otherwise provided in this section or by state law, all building, fire, and related code requirements applicable to habitable dwellings apply to ADUs and JADUs. However, fire sprinklers shall not be required if they are not required for the primary dwelling, and the construction of an ADU shall not trigger a requirement for fire sprinklers to be installed in an existing multifamily dwelling.
- b. *Application.* Prior to the issuance of a building permit for an ADU or JADU, the applicant shall submit an application on a form prepared by the City, along with all information and materials prescribed by such form. No application shall be accepted unless it is completed as prescribed and is accompanied by payment for all applicable fees.
- c. *Review.* Except as otherwise provided herein, ~~t~~The director shall consider and approve or disapprove a complete application for an ADU or JADU ministerially without discretionary review or public hearing within sixty (60) days from the date the City receives a complete application. Notwithstanding the foregoing sentence, beginning January 1, 2025, the director shall consider and approve or disapprove a complete application for a detached ADU within thirty (30) days from the date the City receives a complete application if the application utilizes either (i) an ADU plan pre-approved by the City within the current triennial California Building Standards Code rulemaking cycle or (ii) a plan that is identical to a plan used in an application for a detached ADU approved by the City within the current triennial California Building Standards Code rule-making cycle. Review is limited to whether the proposed ADU or JADU complies with the requirements of this section and/or state law, as applicable. If the director disapproves an application for an ADU or JADU, the director shall concurrently return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant. If an applicant requests a delay in processing the application, the time period for the director to review of an application shall be tolled for the period of the requested delay. If the application to create an ADU or a JADU is submitted with an application to create a new single-family or multifamily dwelling on the lot, the director may delay acting on the application for the ADU or the JADU until the City acts on the application to create the new single-family or multifamily dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.
- d. *Zoning Conformity.* The City shall not require the correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the ADU as a condition of approval of a permit application for the creation of an ADU or JADU.
- e. *Demolition Permits.* A demolition permit for a detached garage that is to be replaced with an ADU will be reviewed with the application for the ADU and issued at the same time. The applicant shall not be required to provide written notice or post a placard for the demolition of a detached garage that is to be replaced with

an ADU, unless the property is located within an architecturally and historically significant historic district.

- e-f. *Conformity with State Law.* The City shall not apply any requirement or development standard provided for in this section to an ADU or a JADU to the extent prohibited by any provision of state law, including, but not limited to, subdivision ~~(a)(e)(1)~~ of Government Code section ~~66323~~65852-2.

Section 13. Title 22, Chapter 22.42 of the Diamond Bar City Code is hereby amended to add new Section 22.42.170 pertaining to transitional and supportive housing to read in its entirety as:

Sec. 22.42.170. – Transitional and supportive housing.

- (a) *Transitional Housing and Supportive Housing.* Consistent with subdivision (c)(3) of California Government Code Section 65583, transitional and supportive housing are considered residential uses of property and shall be subject only to those permit requirements, development standards, and restrictions that apply to other residential dwellings of the same type or configuration in the same zoning district, as determined by the department based on the predominant characteristics of the proposed development. The applicant for a transitional or supportive housing development shall provide all information reasonably requested by the department necessary to establish that the proposed use meets the definition of transitional housing or supportive housing pursuant to California Government Code Section 65582.
- (b) *Permanent Supportive Housing For Persons Experiencing Homelessness.* Notwithstanding any other provision of this Development Code, in accordance with California Government Code Section 65650 *et. seq.*, a supportive housing development shall be a use by right in any zoning district where multifamily and mixed uses are permitted and shall be reviewed and approved by the Director ministerially through the zoning clearance and/or plot plan procedures within the time periods set forth in California Government Code Section 65653 if it conforms to each of the following requirements:
- i. The development shall consist of 50 units or fewer.
 - ii. The development shall conform to all objective development standards and policies that apply to multifamily dwellings or multifamily residential components of mixed-use projects in the zoning district in which the development is located; provided, however, that, if the proposed development is located within one-half mile of a public transit stop, no minimum parking requirements shall apply to the units occupied by supportive housing residents.
 - iii. The development shall satisfy all requirements set forth in California Government Code Section 65651, including, without limitation, the following:
 - A. Units with the development shall be subject to a recorded affordability restriction for 55 years.
 - B. One hundred percent of the units, excluding managers' units, within the development shall be restricted to lower income households and receiving

- public funding to ensure affordability of the housing to lower income Californians.
- C. At least 25 percent of the units in the development or 12 units, whichever is greater, shall be restricted to residents who meet criteria of the target population as defined in California Health and Safety Code Section 50675.14. If the development consists of fewer than 12 units, then 100 percent of the units, excluding manager's units, in the development shall be restricted to such residents.
 - D. Nonresidential floor area shall be used for onsite supportive services in the following amounts:
 - 1. For a development with 20 or fewer total units, at least 90 square feet shall be provided for onsite supportive services.
 - 2. For a development with more than 20 units, at least three percent of the total nonresidential floor area shall be provided for onsite supportive services that are limited to tenant use, including, but not limited to, community rooms, case management offices, computer rooms, and community kitchens.
 - E. The project shall replace any existing or previously demolished protected units on the site in the manner provided in subdivision (c)(3) of Government Code Section 65915.
 - F. Units within the development, excluding managers' units, include at least one bathroom and a kitchen or other cooking facilities, including, at a minimum, a stovetop, a sink, and a refrigerator.
- iv. The applicant shall submit for review and approval by the Director a plan for providing on-site supportive services, along with supporting documentation, in accordance with California Government Code Section 65652. Such on-site supportive services may include, but are not limited to, transportation services, counseling services, individual case management, job readiness training, assistance in applying for competitive employment, housing retention assistance services, health status improvement services, mental health services, drug rehabilitation services, parenting services, and budgeting and life skill services.
 - v. The property owner shall enter into a regulatory agreement with the City, in a form approved by the City Manager, to ensure compliance with the provisions of Government Code Section 65651 and this Section. The regulatory agreement shall be recorded as a covenant against the property prior to issuance of a building permit for any structure in the development. The regulatory agreement shall remain a senior, non-subordinate covenant and as an encumbrance running with the land for the full term thereof. In no event shall the covenant or regulatory agreement be made junior or subordinate to any deed of trust or other documents providing financing for the construction or operation of the project, or any other lien or encumbrance whatsoever for the entire term of the required covenants. The

City Manager is authorized to approve and execute each regulatory agreement and any amendments thereto on behalf of the City.

- (c) *Low-Barrier Navigation Centers.* Notwithstanding any other provision of this Development Code, a low-barrier navigation center shall be permitted as a use by right in any areas zoned for mixed use and in nonresidential zoning districts permitting multifamily uses and shall be reviewed and approved by the Director ministerially through the zoning clearance and/or plot plan procedures within the time periods set forth in California Government Code Section 65664 if it satisfies the requirements set forth in California Government Code Section 65662. The applicant for low-barrier navigation center shall provide all information reasonably requested by the department necessary to establish that it meets all applicable requirements.

Section 14. Table 4-1 of Section 22.44.020 (Authority for land use and zoning decisions) of Title 22, Chapter 22.44 of the Diamond Bar City Code is hereby amended to delete the "Hearing Officer" column from the Table and to identify the Director, rather than Hearing Officer, as the review authority for administrative development reviews and minor conditional use permits, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

Type of Permit or Decision	Director	~~Hearing Officer~~	Planning Commission	City Council
...	...	...	...	...
Administrative development review	<u>Final</u>	~~Final~~	Appeal	Appeal
...	...	...	...	...
Minor conditional use permits	<u>Final</u>	~~Final~~		
...	...	...	...	...

Note: The director ~~and hearing officer~~ may defer action on permit applications and refer the item(s) to the commission for the final decision.

Section 15. Subsection (a) of Section 22.44.040 (Application fees) of Title 22, Chapter 22.44 of the Diamond Bar City Code is hereby amended to make a typographical correction, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

- (a) Filing fees required. The council shall, by resolution, establish a schedule of fees for permits, entitlements, amendments, and other matters pertaining to this Development Code, hereafter referred to as the city's fee resolution. The schedule of fees may be changed or modified only by resolution of the council. The city's processing fees are cumulative. For example, if an application for a lot line adjustment also requires a minor variance, both fees will be charged. Also, specified projects may be subject to a deposit and an hourly rate,

rather ~~then~~ than a flat application fee(s), in compliance with the city's fee resolution. Processing shall not commence on an application until all required fees/deposits have been paid. Without the application fee, or a deposit if applicable, the application will not be deemed complete.

Section 16. Subsection (a) of Section 22.47.020 (Applicability) of Title 22, Chapter 22.47 of the Diamond Bar City Code is hereby amended to remove decks and tenant improvements from the list of improvements requiring a plot plan review, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

- (a) *Required.* A plot plan review shall be required prior to the issuance of a building, grading, or other construction permit, or other authorization required by the Municipal Code or this Development Code. A plot plan review shall also be required for additions of 301 square feet or larger and less than 50 percent of the existing habitable floor area of all existing structures on the site in residential zoning districts, retaining walls, ~~decks, tenant improvement,~~ and similar structures/improvements. Where no other authorization is required, a request for plot plan review shall be approved by the department before the commencement of any business or land use activity.

Section 17. Subsection (b) of Section 22.48.030 (Application, processing, and review) of Title 22, Chapter 22.48 of the Diamond Bar City Code is hereby amended to identify the Director, rather than Hearing Officer, as the review authority for administrative development reviews, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

- (b) Factors to be considered. In conducting the review for a particular project, the ~~hearing officer~~ director or commission shall consider the location, design, site plan configuration and the overall effect of the proposed project upon surrounding properties and the city in general. Review shall be conducted by comparing the proposed project to applicable general plan policies, any applicable specific plan, development standards, design guidelines, and other applicable ordinances for the city.

Section 18. Section 22.48.050 (Responsibility for development review) of Title 22, Chapter 22.48 of the Diamond Bar City Code is hereby amended to make a typographical correction and to identify the Director, rather than Hearing Officer, as the review authority for administrative development reviews, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

Sec. 22.48.050. - Responsibility for development review.

- (a) ~~Development review commission~~ Planning Commission. The commission is authorized to impose conditions which may include the following:
- (1) Requirements for open spaces, screening and buffering of adjacent properties, fences, and walls;
 - (2) Requirements for installation and maintenance of landscaping and erosion control measures;

- (3) Requirements for street improvements and dedications, regulation of vehicular ingress and egress, and traffic circulation;
 - (4) Regulation of hours or other characteristics of operation;
 - (5) Requirements for maintenance of on-site improvements;
 - (6) Establishment of development schedules or time limits for performance or completion; and
 - (7) Other conditions necessary to ensure compatibility with surrounding uses, to preserve the public health, safety, and welfare and necessary to make the findings required by section 22.48.040 (Findings and decision) above.
- (b) *Administrative development review—~~Hearing officer~~ Director.* The ~~hearing officer~~ director is authorized to impose conditions which may include those areas listed in section 22.48.050(a), above. If, in the opinion of the ~~hearing officer~~ director, the application involves unusual site development requirements or unique operating characteristics, or raises questions of development policy pertaining to applications for administrative development review and that require commission consideration, the ~~hearing officer~~ director shall defer and refer the application to the commission for review and decision.

Section 19. Section 22.56.020 (Applicability) of Title 22, Chapter 22.56 of the Diamond Bar City Code is hereby amended to identify the Director as the review authority for minor conditional use permits, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

Sec. 22.56.020. - Applicability.

An application for a minor conditional use permit may be filed with the department in compliance with chapter 22.44 (Applications, Processing, and Fees) for a specified land use that is allowed within a particular zoning district with the approval of a minor conditional use permit. A public hearing is required for all minor conditional use permits, which shall be considered by the ~~hearing officer~~ director.

Section 20. Subsection (c) of Section 22.56.030 (Application filing, processing, and review) of Title 22, Chapter 22.56 of the Diamond Bar City Code is hereby amended to identify the Director as the review authority for minor conditional use permits, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

Sec. 22.56.030. - Application filing, processing, and review.

- (a) Filing. An application for a minor conditional use permit shall be completed, filed and processed in compliance with chapter 22.44 (Applications, Processing, and Fees). It is the responsibility of the applicant to establish evidence in support of the findings required by section 22.56.040 (Findings and decision), below.
- (b) Project review procedures. Each application shall be analyzed by the department to ensure that the application is consistent with the purpose and intent of this chapter.

- (c) Notice and hearings. Upon receipt of a minor conditional use permit application in proper form, the ~~hearing officer~~ director shall hold at least one public hearing, in compliance with chapter 22.72 (Public Hearings).

Section 21. Section 22.56.040 (Findings and decision) of Title 22, Chapter 22.56 of the Diamond Bar City Code is hereby amended to identify the Director as the review authority for minor conditional use permits, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

Sec. 22.56.040. - Findings and decision.

Following a public hearing, the ~~hearing officer~~ director shall record the decision in writing with the findings on which the decision is based, or may refer the application to the commission. The minor conditional use permit application shall not be approved, with or without conditions, unless all of the following findings can be made:

Section 22. Section 22.56.050 (Conditions of approval) of Title 22, Chapter 22.56 of the Diamond Bar City Code is hereby amended to identify the Director as the review authority for minor conditional use permits, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

Sec. 22.56.050. – Conditions of approval.

In approving a minor conditional use permit, the ~~hearing officer~~ director may impose conditions deemed necessary to ensure that the approval will be in compliance with the findings required by (Findings and decision), above.

Section 23. Section 22.60.020 (Applicability) of Title 22, Chapter 22.60 of the Diamond Bar City Code is hereby amended to make a typographical correction, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

A specific plan, which is designed to provide for flexibility and encourage ~~innovate~~ innovative use of land resources and development of a variety of housing and other development types, shall be required under the following circumstances:

- (1) *Sphere of influence.* Areas included within the city's sphere of influence require the preparation of a specific plan to protect unique biological resources, create fiscal benefits for the city, and enhance its infrastructure;
- (2) *Planning areas.* Areas designated planning areas (PA) require the preparation of a specific plan in compliance with chapter 22.12 (Special Purpose Zoning Districts);
- (3) *Specific plan zoning district.* Areas designated specific plan zoning district require the preparation of a specific plan in compliance with chapter 22.12 (Special Purpose Zoning Districts); and
- (4) *Private property owners.* A specific plan, as a tool which is available to private property owners not covered by subsections (1), (2), and (3), above, could assist in the comprehensive master planning of a specific site(s).

Section 24. Subsection (a) of Subsection (1) of Subsection (b) of Section 22.68.020 (Restrictions on nonconforming uses) of Title 22, Chapter 22.68 of the Diamond Bar City Code is hereby amended to make a typographical correction, as follows (deletions in ~~strike through~~ text and additions shown in double underline):

- (b) *Nonconforming use of a conforming structure.* The nonconforming use of a structure that otherwise conforms with applicable provisions of this Development Code may be continued, transferred, and sold, as follows, provided that no structural alterations, except those required by law, are made:
 - (1) *Expansion of use.* The nonconforming use of a portion of a conforming structure may be extended throughout other portions of the structure. However, an expansion shall not:
 - a. Be granted more ~~then~~ than one time; and
 - b. Exceed a maximum of ten percent of the total floor area of the structure before the expansion.

Section 25. Paragraph (2) of Subsection (b) of Section 22.68.030 (Restrictions on nonconforming structures) of Title 22, Chapter 22.68 of the Diamond Bar City Code is hereby amended to clarify the reference to side setbacks, as follows (deletions in ~~strike through~~ text and additions shown in double underline):

- (b) *Changes to, or expansion of, a structure.* The addition, enlargement, extension, reconstruction, relocation or structural alteration of a nonconforming structure, may be allowed with minor conditional use permit approval, in compliance with chapter 22.56, (Minor Conditional Use Permits). The hearing officer may approve a minor conditional use permit only if the following findings can be made, in addition to those contained in section 22.56.040 (Findings and decision).

In the case of residential dwelling units with nonconforming setbacks or distance separations to dwelling units on adjoining parcels, a minor conditional use permit shall not be required if the proposed change or expansion meets the following criteria:

- (1) The addition or improvement conforms to all other applicable provisions of this Development Code; and
- (2) An addition to the first floor (i.e., the floor level closest in elevation to the adjacent street grade) or lower levels may have the same side setbacks as the adjoining portion of the existing structure; however, if the existing adjoining side setback is less than five feet, the exterior limits of new construction shall maintain a minimum five-foot setback.

Section 26. Section 22.80.020 (Definitions of specialized terms and phrases) of Title 22, Chapter 22.80 of the Diamond Bar City Code is hereby amended to revise the definitions of “supportive housing” and “transitional housing” to conform to State law, replace the existing definition of “school” with new separate definitions for “private school,” “public school,” and “trade school,” replace the existing definition of “studios for art, dance, music, photography, etc.” with new separate definitions for “studio” and “specialized education and training,” revise, and add new definitions for “low-barrier navigation center”

and “public right-of-way,” as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

...

(l) Definitions, “L.” The following definitions are in alphabetical order:

...

Lot width. The horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines. See Figure 6-6 (Lot Features). The director shall determine lot width for parcels of irregular shape.

Low-barrier navigation center. A Housing First, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. A low-barrier navigation center includes any facility that meets the definition and requirements set forth in Sections 65660 and 65662 of the California Government Code.

Lumber and wood product manufacturing. Manufacturing, processing, and sales uses involving the milling of forest products to produce rough and finished lumber and other wood materials for use in other manufacturing, craft, or construction processes. Includes the following processes and products:

Containers, pallets and skids

Milling operations

Trusses and structural beams

Turning and shaping of wood products

Wholesaling of basic wood products

Wood product assembly

Craft-type shops are included in "handcraft industries and small-scale manufacturing." Other wood and cabinet shops are included under "furniture and fixture manufacturing." The indoor retail sale of building materials, construction tools and equipment is included under "building material stores."

...

(p) Definitions, “P.” The following definitions are in alphabetical order:

...

Public nuisance. A public nuisance affects an entire community or neighborhood, or any considerable number of persons at the same time, although the extent of the annoyance or damage inflicted upon individuals may be unequal. Civil Code § 3480. A public nuisance is an act or omission which interferes with the interests of the community or interferes with the public health, safety, and welfare.

Public right-of-way. The area dedicated to public use for street or pedestrian purposes, including privately owned and maintained roads within the city that are generally held open to the public for purposes of vehicular and pedestrian traffic and includes alleys, driveways, highways, medians, parkways, planter strips, roads, sidewalks, and streets.

Public safety facilities. Facilities operated by public agencies including fire stations, other fire prevention and firefighting facilities, police and sheriff substations and headquarters, including interim incarceration facilities.

. . .

(s) Definitions, "S." The following definitions are in alphabetical order:

~~*School.* An institution of learning, whether public or private that offers instruction, training, testing, apprenticeship, tutoring, exam preparation, educational guidance, counseling and evaluation. Learning may occur at training facilities, educational institutions, and through correspondence, television, Internet, or other means such as:~~

~~Boarding schools~~

~~Business, secretarial, and vocational schools~~

~~Community colleges, colleges and universities~~

~~Elementary, middle, and junior high schools~~

~~Establishments providing courses by mail or Internet~~

~~High schools~~

~~Military academies~~

~~Professional schools (law, medicine, etc.)~~

~~Seminaries/religious ministry training facilities~~

~~Also includes specialized non-degree grant schools offering instructions in:~~

~~Art studio~~

~~Ballet and other dance studios~~

~~Computers and electronics~~

~~Drama studio~~

~~Drivers' education~~

~~Language~~

~~Martial arts studio~~

~~Math~~

~~Music~~

~~Science~~

~~Tutorial services~~

~~Also includes facilities, institutions and conference centers that offer specialized programs in personal growth and development, including fitness, environmental awareness, arts, communications, and management. Does not include preschools and child day care facilities (see "child day care facilities").~~

School, Private. An institution conducting regular academic instruction at kindergarten, elementary, secondary or higher levels operated by a nongovernmental organization and which is not a trade school.

School, Public. A public governmental institution conducting regular academic instruction at kindergarten, elementary, secondary, or higher levels.

School, Trade. Private schools offering preponderant instruction in the technical, commercial and/or trade skills, such as real estate schools, business colleges, electronic schools, automotive and aircraft technician schools, and similar commercial establishments.

Second hand stores. Indoor retail establishments that buy and sell used products, including books, clothing, furniture and household goods. The sale of antiques is included under "art, antique, collectible and gift sales." The sale of cars and other used vehicles is included under "auto, mobile home and vehicle sales." Does not include pawn shops.

...

Sound level meter. An instrument, including a microphone, an amplifier, an output meter and frequency weighting network, for the measurement of sound levels, that satisfies the requirements pertinent for Type S2A meters in American National Standards Institute specifications for sound level meters.

Specialized education and training. Small scale facilities, typically occupying no more than one demised instructional space. These include facilities for, but not limited to, art, ballet and other dance, drama, drivers' education, language, martial arts, math, music, science, tutorial services.

Also includes facilities, institutions and conference centers that offer specialized programs in personal growth and development, including fitness, environmental awareness, communications, and management. Does not include preschools and child day care facilities (see "child day care facilities").

Stand. A natural grouping of three or more trees.

...

~~*Studios for art, dance, music, photography, etc.* Facilities for individual and group instruction and training in the arts; production rehearsal; photography, and the processing of photographs produced only by users of the studio facilities; and martial arts training studios.~~

Studio. The workplace of one (1) or more individuals who are engaged in the production of works of art or handcrafts for a living, including, but not limited to, painting, sculpture, music, photography, ceramics and glass works.

Subdivider. A person, firm, corporation, partnership or association, a governmental agency, public entity, or public utility, or the grantor to any such agency, entity, utility, or subsidiary, who proposes to subdivide land or real property for themselves or others, except employees and consultants or other persons or entities acting in this capacity on behalf of the subdivider.

...

~~*Supportive housing.* Housing configured as rental housing developments~~ *A housing development, as defined in either Section 65582 or 65650 of the California Government Code,* with no limit on length of stay, that is occupied by the applicable target population ~~as defined in Section 50675.14 of the California Health and Safety Code,~~ and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live, and when possible, work in the community. ~~Supportive housing shall be considered a residential use subject to the same standards as other similar residential uses of the same type in the same zone, based upon the predominant operating characteristics of the use.~~ Supportive housing does not include parolee-probationer homes; nor

does this definition include commercial lodging facilities providing prenatal and/or postnatal accommodations.

...

(t) Definitions, "T." The following definitions are in alphabetical order:

...

Transitional housing. ~~Housing. A form of supportive housing consisting of buildings configured as rental housing developments, but operated under program requirements that require call for the termination of assistance and recirculating recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which that shall be no less than six months from the beginning of the assistance, pursuant to Subsection (h) of Section 50675.2 of the California Health and Safety Code. Transitional housing shall be considered a residential use subject to the same standards as other similar residential uses of the same type in the same zone, based upon the predominant operating characteristics of the use.~~ Transitional housing does not include parolee-probationer homes; nor does this definition include commercial lodging facilities providing prenatal and/or postnatal accommodations.

...

Section 27. The City Council finds that this Ordinance is not subject to, and/or is exempt from, review under the California Environmental Quality Act ("CEQA").

The amendments pertaining to transitional and supportive housing, low-barrier navigation centers, general residential care facilities, affordable housing and density bonus regulations, dwelling unit protection regulations, review by the City of applications for permits and/or land use entitlements for housing development projects, and no net loss regulations implement or repeat existing provisions of state law and are therefore ministerial actions that are not subject to CEQA.

In addition, the amendments pertaining to transitional and supportive housing, low-barrier navigation centers, general residential care facilities, density bonus regulations, and accessory dwelling units were contemplated in the Housing Element Update and are within the scope of the Final EIR No. SCH 2018051066 for the Diamond Bar 2040 General Plan certified by the City Council on December 17, 2019, as addended pursuant to the Addendum adopted by the City Council on August 11, 2022 in conjunction with adoption of the Housing Element Update, and thus no further environmental review is required as to these amendments pursuant to Public Resources Code Section 21166 and Section 15162 of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations) because the amendments will not result in any new significant impacts or a substantial increase in the severity of previously identified significant impacts.

To the extent they are subject to review under CEQA, the amendments to Section 22.42.120 pertaining to accessory dwelling units are also statutorily exempt from CEQA pursuant to Public Resources Code section 21080.17 and CEQA Guidelines section 15282(h).

To the extent they are subject to review under CEQA, the amendments pertaining to transitional and supportive housing and low-barrier navigation centers are categorically exempt pursuant to CEQA Guidelines sections 15301 (Existing Facilities) and 15303 (New Construction or Conversion of Small Structures).

To the extent they are subject to review under CEQA, the amendments modifying the definitions and use tables pertaining to schools, studios, and facilities for education and training in the I (light industry) zoning district are categorically exempt pursuant to CEQA Guidelines section 15301 (Existing Facilities) as the type of uses under these use categories are already permitted or conditionally permitted in the applicable zones or less intensive zones (i.e., studios are existing permitted uses in commercial zoning districts and are similar to other uses already permitted in the I (light industry) zoning district).

The amendments clarifying permitted locations and projections into setbacks for porches (Section 22.16.090) and specifying setback requirements for fish ponds and fountains in the front yard of single-family detached homes (Section 22.42.110) are categorically exempt pursuant to CEQA Guidelines section 15303 (New Construction or Conversion of Small Structures).

The amendments that correct typographical errors, delete obsolete provisions, add or correct cross-references to other Development Code sections or state statutes, clarify ambiguities in existing definitions or regulations, implement or repeat existing state law requirements, or relate only to review procedures or requirements are not considered a Project under CEQA, as defined in section 15378(b)(5) of the State CEQA Guidelines, as they organizational and administrative actions of government that will not result in direct or indirect physical changes in the environment.

To the extent not otherwise exempt from review for other reasons stated herein, the Ordinance is not subject to CEQA because it can be seen with certainty that the proposed Development Code Amendments will not result in a direct or reasonably foreseeable indirect physical change in the environment (Section 15060(c)(2) of the CEQA Guidelines) and this Ordinance is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment (Section 15061 (b)(3) of the CEQA Guidelines).

Section 28. Severability. If any section, clause, phrase, word or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each other section, clause, phrase, word or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

Section 29. The City Clerk shall attest and certify to the passage and adoption of this Ordinance within 15 days after adoption, cause it to be published or posted in accordance with California law, and it shall be effective 30 days after adoption pursuant to Government Code Section 36937.

PASSED, APPROVED and ADOPTED this ____th day of ____, 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 Ordinance was introduced at a regular meeting of the City Council of the City of Diamond Bar held on the 18th day of June, 2024, and was duly adopted at a regular meeting of the City Council of the City of Diamond Bar held on the ____th day of ____, 2024, by the following vote:

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

Kristina Santana, City Clerk

**PLANNING COMMISSION
RESOLUTION NO. 2024-07**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF DIAMOND BAR RECOMMENDING TO THE CITY COUNCIL APPROVAL OF AMENDMENTS TO 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.

A. RECITALS

1. On November 3, 1998, the City of Diamond Bar adopted a Development Code (Title 22 of the Diamond Bar City Code);
2. On December 17, 2019, the City Council adopted an updated General Plan to create a vision and blueprint for development through 2040;
3. On August 11, 2022, the City Council adopted the City's 6th Cycle (2021-2029) General Plan Housing Element, which was subsequently found by the California Department of Housing and Community Development (HCD) to be in full compliance with State Housing Element Law (Article 10.6 of the Gov. Code) on October 5, 2022;
4. The Development Code requires periodic updates to ensure consistency with City policies, new State laws, and to improve clarity to better serve the public;
5. The proposed Development Code amendments correct various typographical errors and provide clarification related to certain Code provisions, update Code provisions to conform to changes in State laws, and implement the Housing Action Plan in the City's certified 2021-2029 Housing Element, including Programs H-11, H-12 and H-13;
6. The City has determined that the proposed Development Code Amendment is not subject to, and/or is exempt from, review under the California Environmental Quality Act ("CEQA");
7. Pursuant to Government Code Sections 65090, a notice of at least 1/8 page display was published in the *San Gabriel Valley Tribune* newspaper on May 3, 2024, and a copy of the public notice was posted at the City's designated community posting sites. Due to a lack of quorum, the regular Planning Commission meeting was adjourned pursuant to Government Code Sections 54955 and 54955.1, and all business items scheduled before the Planning Commission for May 14, 2024, were continued to May 28, 2024;
8. On May 28, 2024, the Planning Commission held a duly noticed public hearing regarding the proposed Development Code Amendment reflected in the draft ordinance attached hereto as Exhibit "A" and incorporated by reference into this Resolution, and duly considered all public testimony, evidence, and staff analysis; and
9. All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION

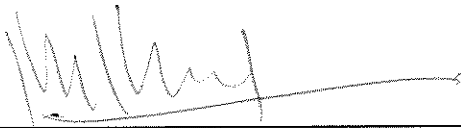
NOW, THEREFORE, it is found, determined and resolved by the Planning Commission of the City of Diamond Bar as follows:

1. This Planning Commission hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.
2. Based on the findings and conclusions set forth above, the Planning Commission hereby recommends that the City Council approve Development Code Amendment No. PL2022-59 by adopting amendments to Title 22 of the Diamond Bar Municipal Code described in the draft ordinance attached hereto as Attachment "A" and incorporated herein by reference.

The Planning Commission Secretary shall:

- (a) Certify to the adoption of this Resolution; and
- (b) Forthwith transmit a certified copy of this Resolution to the City Council of the City of Diamond Bar.

APPROVED AND ADOPTED THIS 28TH DAY OF MAY, 2024, BY THE PLANNING COMMISSION OF THE CITY OF DIAMOND BAR.

By: 

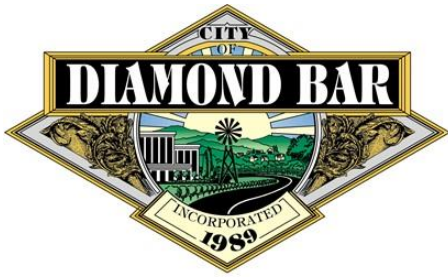
Mahendra Garg, Vice Chairperson

I, Greg Gubman, Planning Commission Secretary, do hereby certify that the foregoing Resolution was duly introduced, passed, and adopted, at a regular meeting of the Planning Commission held on the 28th day of May, 2024, by the following vote:

AYES:	Commissioners:	Barlas, Rawlings, Wolfe, V/C Garg
NOES:	Commissioners:	None
ABSENT:	Commissioners:	Chair/Torres
ABSTAIN:	Commissioners:	None

ATTEST: 

Greg Gubman, Secretary



PLANNING COMMISSION AGENDA REPORT

CITY OF DIAMOND BAR ~ 21810 COPLEY DRIVE ~ DIAMOND BAR, CA 91765 ~ TEL. (909) 839-7030 ~ FAX (909) 861-3117

AGENDA ITEM NUMBER: 7.1

MEETING DATE: May 28, 2024

CASE/FILE NUMBER: Development Code Amendment No. PL2022-59

PROJECT LOCATION: Citywide

APPLICATION REQUEST: To amend 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.

APPLICANT: Community Development Department

STAFF RECOMMENDATION: Adopt the attached Resolution recommending the City Council approve Development Code Amendment No. PL2022-59.

The matter was originally scheduled to be heard on May 14, 2024. However, due to a lack of quorum, the meeting was adjourned pursuant to Government Code Sections 54955 and 54955.1, and all business and public hearing items scheduled before the Planning Commission for May 14, 2024, were continued to May 28, 2024.

SUMMARY:

The Diamond Bar Development Code (Title 22 of the Diamond Bar City Code) was first adopted in 1998. Its purpose and intent are "to implement the policies of the Diamond Bar general plan by classifying and regulating the uses of land and structures within the City of Diamond Bar."¹ Amendments to the Development Code are needed from time to time to reflect community values, to keep pace with new state and federal laws, to implement

¹ DBCC §22.01.020

local policies, and to resolve the internal inconsistencies and errors that are eventually encountered.

In the wake of the numerous housing and development laws passed by the State Legislature in recent years, together with the housing programs contained in the City's certified 2021-2029 Housing Element, staff is recommending adoption of an omnibus ordinance that would amend several sections of the Development Code to ensure continued conformance with State law. The proposed ordinance also incorporates several "cleanup" items to clarify the intent of various existing regulations.

BACKGROUND:

State Housing Laws

In addition to the routine cleanup items and the codifying of miscellaneous laws that the City is already subject to, the amendments proposed in the attached ordinance (Attachment B) are largely focused on ensuring that the City is in compliance with the onslaught of housing laws passed by the State Legislature in recent years. These laws were discussed during a joint study session of the City Council and Planning Commission on March 26, 2024, and are summarized below:

- The **Housing Accountability Act (Gov't Code §65589.5)** prevents cities from applying non-objective development standards and findings to proposed housing development projects, limits cities' authority to disapprove or impose certain conditions on proposed housing development projects, and imposes other temporal and procedural limits on cities' review of housing projects. "Objective" standards are those that involve no personal or subjective judgment and are uniformly verifiable by reference to an external benchmark or criterion. Cities or counties found to have acted in violation of the Housing Accountability Act may be subject to certain enhanced remedies, including significant fines.
- The **Housing Crisis Act of 2019 (SB 330)** established laws intended to streamline housing development approvals, requires cities to maintain their existing affordable housing stock and protect displaced tenants of affordable housing units, limits cities' authority to rezone property to a lower residential density, and restricts cities from establishing new residential design standards that are not objective.
- **State Density Bonus Law ("SDBL," Gov't Code §65915-65918)**, as amended by AB 1287, requires cities to grant increased density, incentives and concessions, and waivers of development standards to residential developers in exchange for the production of affordable housing units.
- **No Net Loss Law (Gov't Code §65863)** requires that a city make specified findings before it allows development of a parcel at a lower residential density than identified in the city's housing element for that parcel or takes any other administrative, quasi-judicial, or legislative action to reduce, require, or permit the reduction of the allowable residential density for such a parcel.

- **Housing Element Law (Gov't Code §§65580 – 65589.11)**, among other things, requires cities to identify and remove governmental constraints on the production of housing, to treat transitional and supportive housing similarly to other residential dwellings, and to provide for a variety of housing types, including single-room occupancy housing.
- **Senate Bill 35 (Gov't Code §65913.4)** requires cities to ministerially review and approve qualifying affordable housing projects in an effort to meet statewide affordable housing goals.
- **Government Code §65651, et seq. and §65660, et seq.** require cities to allow certain supportive housing projects and low-barrier navigation centers as uses to be established by right.
- **Accessory Dwelling Unit (ADU) and Junior Accessory Dwelling Unit (JADU) Law (Article 2, commencing with § 66314, of Chapter 13 of Division 1 of Title 7 of the Government Code)** requires cities to adopt ordinances providing for streamlined ministerial review and approval of ADUs and JADUs and limiting the development standards cities can apply to ADUs and JADUs.

Diamond Bar Housing Element

The proposed amendments also implement several of the housing programs contained in the City's certified 2021-2029 Housing Element, as summarized below:

- **Program H-11. Housing for Persons with Special Needs** - *Continue to facilitate emergency shelters and transitional/supportive housing and continue participating with Los Angeles Homeless Services Authority and San Gabriel Valley Council of Governments on efforts to address homelessness throughout the planning period. Process an amendment to the Development Code to allow supportive housing, low barrier navigation centers and large residential care facilities consistent with State law.*

The proposed Code amendment would update the land use table to reflect mandatory changes in State law, including: removing the Conditional Use Permit (CUP) requirement for residential care facilities serving seven or more persons in all residential zones and reclassify them as permitted by right; permitting "transitional/supportive housing" by right in all residential zones, subject to certain requirements; and adding "supportive housing for the homeless" and "low-barrier navigation centers" as permitted uses by right in the Industrial zoning district, subject to certain requirements pursuant to Government Code Section 65653.

- **Program H-12. Affordable Housing Incentives/Density Bonus** - *Amend the Development Code in 2021 consistent with current Density Bonus Law and continue to encourage the production of affordable housing through the use of density bonus and other incentives.*

The proposed Code amendment would update the City's density bonus regulations to conform to the current provisions of the SDBL.

- **Program H-13. Efficient Project Processing** - *Continue to offer streamlined development processing, and periodically review departmental processing procedures to ensure efficient project processing.*

The proposed Code amendment would implement various provisions of State law aimed to ease local government constraints on housing development, as well as eliminate conflicting provisions found within the Development Code.

ANALYSIS:

Adoption Process

Before the City Council adopts an ordinance to amend the Development Code, the Planning Commission must first conduct a public hearing to consider the proposed amendments. The Commission then forwards its recommendations via a resolution advising the Council whether or not the proposed amendments should be adopted.

Proposed Development Code Amendments

The full text of the proposed code amendments is contained in the draft ordinance (Attachment B). The following discussion cites the applicable Development Code section or chapter being amended, and provides the basis for each proposed amendment. Each item below is numbered to correspond to the section numbering in the ordinance.

1. **22.04.020(c)(3) - Floor Area Ratio:** Typographical errors are corrected.
2. **22.08.030 Table 2-3 - Residential District Land Use Table:** Consistent with recent State law, the residential land use table is amended to remove the CUP requirement for residential care facilities serving seven or more persons in all residential zones and reclassify them as permitted by right. "Transitional/supportive housing" is added as permitted by right in all residential zones, subject to new requirements set forth under Development Code Section 22.42.170. Lastly, "Second Units" is deleted because the term has been renamed "Accessory Dwelling Units," and was already added as a permitted use in all residential zones under an earlier ordinance.
3. **22.08.040 Table 2-4 - Restrictions on nonconforming structures:** Currently, this section allows for additions to nonconforming structures without approval of a Minor Conditional Use Permit (MCUP) if the addition is limited to one-story and has the same setbacks as the adjoining portion of the existing structure. The intent of this section, when drafted, was to allow the continuation of nonconforming *side setbacks only*, and has been clarified as such (applies to Sections 3 and 25 of the ordinance).
4. **22.10.030 Table 2-5 - Office District Land Use Table:** The current definition of "school" is very broad and encompasses all types of schools, education and training

facilities, as well as studios. This creates confusion to the public and City staff when determining land use. The proposed amendment would create separate discrete definitions for each. Educational uses such as public schools are now separated from specialized education or training type uses, such as dance studios. Public schools will remain as permitted uses and the new definition of private and trade schools are subject to approval of a CUP in the office zoning districts. “Specialized education and training” will also have its own definition and subject to approval of a CUP in the office zoning districts (applies to Sections 4 and 5 of the ordinance).

“Medical services-Clinics and laboratories” is currently a conditionally permitted use in the OP zoning district, but should be a use permitted by right since the OP zoning district is intended for office-based working environments such as general, professional, administrative offices, and similar related compatible uses.

Footnote 6 (Massage) – Deletion of this footnote was inadvertently missed when the City adopted its updated massage ordinance in 2016. This footnote is no longer applicable.

5. **22.10.030 Table 2-6 - Commercial/Industrial District Land Use Table:** Consistent with recent State law, the commercial and industrial land use table is proposed to be amended to allow “low-barrier navigation centers” and “transitional/supportive housing” in the Light Industry (I) zoning districts subject to new requirements set forth in Section 22.42.170.

Massage footnote – See item 4 above.

6. **22.16.070(1) - Open space requirement:** Currently, the Code requires commercial projects to provide a minimum of 1/10th of one percent of the total land area of the center as useable open space, which is a typographical error and has been corrected to one percent.
7. **22.16.090(3)(c) - Setback regulations and exceptions:** The current language provides a loophole whereby some applicants have labeled patio covers as “back porches” on plans and permit applications in an attempt to allow them to encroach into the rear setbacks. To close this loophole, the language has been revised to limit porch encroachments into the front setbacks only.
8. **22.16.130 - View protection:** Figure 3-5 is a variation of Figure 3-4, which pertains to setbacks, not view protection, and therefore should be deleted. No replacement figure is necessary.
9. **Chapter 22.18 - Special procedures applicable to housing development projects:** Because State housing laws have been amended so extensively, Development Code Chapter 22.18 (“Affordable Housing Incentives/Density Bonus Provisions”) is proposed to be repealed in its entirety and replaced it with comprehensively rewritten standards to be fully consistent with State law. The

revised Chapter 22.18—retitled “Special Procedures Applicable to Housing Development Projects”—the myriad legislative mandates as follows:

- a. Density bonus regulations are revised to conform to the current provisions of the SDBL, which requires cities to grant increased density, incentives and concessions, and waivers of development standards to residential developers in exchange for the production of affordable housing units;
- b. Provisions of the Housing Crisis Act of 2019 are added to require development project proponents to replace demolished residential dwelling units and protected rental units, and to provide relocation assistance and other benefits to existing occupants of demolished protected rental units;
- c. Minimum requirements for affordable housing regulatory agreements are added;
- d. Provisions of State law pertaining to review by the City of applications for permits and/or land use entitlements for housing development projects are enumerated; and
- e. The “No Net Loss” provisions of the Housing Crisis Act of 2019 are enumerated.

10.22.30.080 (5)(a)(1) - Driveway extensions for single-family residential property:

Clarification was added that an extension of the driveway towards the side property line farthest from the driveway is not permitted. Additionally, the illustration has been updated to further clarify the intended requirement.

11.22.42.110 Table 3-15 - Setbacks for accessory uses and structures: A minor typographical error is corrected, and a footnote was also added to expressly state that the listed structures and water features are subject to Building Code requirements.

12.22.42.120 - Accessory dwelling units and junior accessory dwelling units: The proposed amendments would ensure compliance with the most recent ADU legislation: AB 2221 and SB 897 (2022), AB 976 and AB 1332 (2023), and SB 477 (2024). These bills made several changes to existing law that clarify certain provisions and further ease development restrictions. The most significant recent change was to height restrictions where the construction of two-story ADUs must now be permitted, subject to certain requirements.

13.22.42.170 - Transitional and supportive housing: A new section is added to address transitional and supportive housing, per State law, specifying that these facilities are permitted in residential zoning districts subject to the same approval requirements, development standards, and restrictions that apply to other residential dwellings of the same type in the same zone, which shall be determined by the City based upon the predominant characteristics of the use. This section also specifies legal requirements, review and approval procedures for "Supportive Housing For the Homeless" and "Low-Barrier Navigation Centers," pursuant to State law. These uses

are proposed to be permitted uses by right in the Industrial zoning district, subject to certain requirements pursuant to Government Code Section 65653.

14. **22.44.020 Table 4-1 - Director vs. Hearing Officer:** The proposed amendment identifies the Director—rather than the Hearing Officer—as the review authority for administrative development reviews and minor conditional use permits. References to Hearing Officer have been removed since the Director or their designee has the same authority.
15. **22.44.040(a) - Application fees:** A typographical error has been corrected from the word “then” to “than.”
16. **22.47.020(a) - Plot Plan review:** Small projects such as decks and tenant improvements should be processed administratively via the Zoning Clearance application process.
17. **22.48.030(b) - Administrative Development Review:** Language revised to replace “hearing officer” with “director” (see Item 14 above).
18. **22.48.050(a) and (b) - Responsibility for development review:** The review authority for Development Review applications should be the Planning Commission, not the “development review commission,” so this typographical error and has been corrected. Under subsection (b), “hearing officer” is replaced with “director.”
19. **22.56.020 - MCUP review authority:** “Hearing officer is replaced with “director.”
20. **22.56.030(c) - MCUP review authority:** See item 19.
21. **22.56.040 - MCUP review authority:** See item 19.
22. **22.56.050 - MCUP review authority:** See item 19.
23. **22.60.020 - Applicability of Specific Plan:** A typographical error has been corrected from the word “innovate” to “innovative.”
24. **22.68.020(b)(1)(a) - Restrictions on nonconforming uses:** A typographical error has been corrected from the word “then” to “than.”
25. **Restrictions on nonconforming structures - Section 22.68.030(b)(2):** See item 3.
26. **22.80.020 - Definitions of specialized terms and phrases:** The following definitions are to be added or amended: Low barrier navigation center, Public right-of-way, School (Private, Public and Trade), Specialized education and training, Studio, Supportive housing, and Transitional housing. The housing terms are required in conjunction with the proposed amendments per State housing law. “Public right-of-way” is added since it is not expressly defined anywhere else in the Municipal Code. As noted above, the current definition of “school” is very broad and encompasses all types of schools, education and training facilities, and studios. The proposed amendment would create separate discrete definitions for each.

Staff recommends approval of these amendments in order to eliminate conflicting provisions, provide clarification, and achieve changes in the Development Code

necessary to implement the Housing Programs in the City's certified 2021-2029 Housing Element, and compliance with State law.

ENVIRONMENTAL REVIEW:

Staff has determined that the proposed Development Code Amendment is categorically and statutorily exempt from the California Environmental Quality Act ("CEQA"). Section 27 of the Ordinance provides a detailed analysis to support this determination.

NOTICE OF PUBLIC HEARING:

Notice for this hearing was published in the *San Gabriel Valley Tribune* newspaper on May 3, 2024, in a 1/8-page display. Pursuant to Planning and Zoning Law Government Code Section 65091(a)(4), if the number of property owners to whom a public hearing notice would be mailed is greater than 1,000, a local agency may provide notice by placing a display advertisement of at least 1/8 page in one newspaper of general circulation. A copy of the public notice was also posted at the City's designated community posting sites.

PREPARED BY:

Kristina Santana

Kristina Santana, City Clerk

5/28/2024

REVIEWED BY:

Grace Lee

Grace Lee, Planning Manager

5/16/2024

Greg Gubman

Greg Gubman, Community Development Director

5/16/2024

Attachments:

- A. Draft Planning Commission Resolution No. 2024-XX (Recommending Approval of Development Code Amendment)
- B. Draft Ordinance No. XX (2024)

**MINUTES OF THE CITY OF DIAMOND BAR
REGULAR MEETING OF THE PLANNING COMMISSION
May 28, 2024**

CALL TO ORDER:

Vice Chair/Garg called the meeting to order at 6:30 p.m. in the City Hall Windmill Community Room, 21810 Copley Drive, Diamond Bar, CA 91765.

PLEDGE OF ALLEGIANCE: C/Wolfe led the Pledge of Allegiance.

1. ROLL CALL: Commissioners Barlas, Rawlings, Wolfe,
Vice Chair Garg

ABSENT: Chair Ruben Torres

STAFF PRESENT: Greg Gubman, Community Development Director; David DeBerry, City Attorney; Grace Lee, Planning Manager; May Nakajima, Senior Planner, Hal Ghafari, Public Works Manager (telephonically); Stella Marquez, Administrative Coordinator

2. APPROVAL OF AGENDA: As Submitted.

3. PUBLIC COMMENTS: None.

4. CONSENT CALENDAR:

4.1 Minutes of the March 26, 2024, Special Joint Study Session of the City Council and Planning Commission Meeting.

C/Rawlings moved, and VC/Garg seconded to approve. Motion carried 4-0 by the following Roll Call vote:

AYES:	COMMISSIONERS:	Barlas, Rawlings, VC/Garg
NOES:	COMMISSIONERS:	None
ABSTAIN:	COMMISSIONERS:	Wolfe
ABSENT:	COMMISSIONERS:	Chair Torres

4.2 Minutes of the March 26, 2024, Regular Planning Commission Meeting.

C/Rawlings moved, and C/Wolfe seconded, to approve:

AYES:	COMMISSIONERS:	Rawlings, Wolfe, VC/Garg
NOES:	COMMISSIONERS:	None
ABSTAIN:	COMMISSIONERS:	Barlas
ABSENT:	COMMISSIONERS:	Chair Torres

MAY 28, 2024

PAGE 2

PLANNING COMMISSION

5. **OLD BUSINESS:** None.

6. **NEW BUSINESS:**

6.1 Review Of Fiscal Year 2024-2025 Capital Improvement Program -
Conformity with the General Plan.

PM/Lee presented the staff report.

V/C Garg opened the matter for public comments.

There were no public comments offered.

C/Wolfe moved, and C/Barlas seconded, to adopt a Resolution finding the proposed Fiscal Year 2024-2025 Capital Improvement Program to be in conformance with the General Plan

Motion carried by the following Roll Call vote:

AYES:	COMMISSIONERS:	Barlas, Rawlings, Wolfe, VC/Garg,
NOES:	COMMISSIONERS:	None
ABSTAIN:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	Chair Torres

7. **CONTINUED PUBLIC HEARING:**

7.1 Development Code Amendment No. PL2022-59 - The City of Diamond Bar proposes to amend 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. (Continued from May 14, 2024)

PROJECT ADDRESS: Citywide

APPLICANT: City of Diamond Bar Community Development Department.

SP/Nakajima presented the staff report.

VC/Garg opened the public hearing.

MAY 28, 2024

PAGE 3

PLANNING COMMISSION

No public comments were offered.

VC/Garg closed the public hearing.

C/Barlas moved, Wolfe seconded, to approve Development Code Amendment No. PL2022-59. Motion carried by the following Roll Call vote:

AYES:	COMMISSIONERS:	Barlas, Rawlings, Wolfe, VC/Garg,
NOES:	COMMISSIONERS:	None
ABSTAIN:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	Chair Torres

9. PLANNING COMMISSION COMMENTS/INFORMATION ITEMS:

The Commission commended staff for excellent presentations.

10. STAFF COMMENTS/INFORMATIONAL ITEMS:

CDD/Gubman reported that there will not be Planning Commission meetings in June. Tentatively, the next meeting would be held on July 9.

11. SCHEDULE OF FUTURE EVENTS:

As noted in the agenda.

ADJOURNMENT: With no further business before the Planning Commission, VC/Garg adjourned the Regular Planning Commission meeting at 6:54 p.m.

The foregoing minutes are hereby approved this ____ day of July, 2024.

Attest:
Respectfully Submitted,

Greg Gubman, Community Development Director

Mahendra Garg, Vice Chair



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
 FROM: Daniel Fox, City Manager
 TITLE: **CONSULTANT SERVICES AGREEMENT WITH ZERO FOOTPRINT FOR SB 1383 RECOVERED ORGANIC WASTE PRODUCT (ROWP) PROCUREMENT THROUGH JUNE 30, 2026.**
 STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

Approve and authorize the City Manager to sign the Consultant Services Agreement with Zero Foodprint.

FINANCIAL IMPACT:

The total not-to-exceed amount of the Agreement for FY 2024-25 is \$99,000. Sufficient funds are included in the AB 939 Solid Waste Management budget, which Council recently adopted within the FY 2024-25 operating budget. The cost of this service will be fully covered through CalRecycle's Senate Bill (SB) 1383 Local Assistance Organic Waste Recycling Grant, which the City received in May 2024 totaling \$146,317.

BACKGROUND:

SB 1383 is the State's Short-Lived Climate Pollutants Strategy aimed to reduce greenhouse gas (methane) as well as materials entering the landfills. In accordance with Senate Bill (SB) 1383, all jurisdictions are required to procure Recovered Organic Waste Products (ROWP) to meet both 65% target for 2024 and 100% target for 2025. Recovered Organic Waste Products (ROWP) procurement target was calculated based on the City's 2021 population (56,717), multiplying that by 0.08 tons. This aspect of the legislation set ambitious goals; in order for the City to achieve 100% of the target, 4,537.36 tons of organic materials would have to be procured. In September 2022, Governor Newsom signed Assembly Bill (AB) 1985 to allot a two-year phase-in period for cities to meet their procurement targets as follows:

% Target (CY)	30% (2023)	65% (2024)	100% (2025)

ORG Procurement Tonnage	1,361.21 tons	2,949.28	4,537.36 tons

The City was unable to meet the 30% procurement target in 2023. However, attempts were made to host several events with residential hauler Waste Management (WM), including two (2) compost giveaways that recovered 80 tons of mulch.

ANALYSIS:

City staff researched the different providers that can satisfy Recovered Organic Waste Products (ROWP) procurement targets in the role of “direct service provider,” which is in addition and supplemental to the tonnage that the City’s two franchise haulers provide. It was difficult to find comparable vendors to satisfy both the tonnage and reporting requirements. The following is a summary of findings:

Greenleaf Power sells biomass-to-electricity credits to match the City’s electricity usage – similar to airlines offsetting carbon emissions when passengers subscribe to an extra fee. Based on Greenleaf’s assessment, they would only be able to procure 60% of the City’s 100% annual target at a cost of \$106,000 over the term of the agreement. This option would be insufficient for Recovered Organic Waste Products (ROWP) procurement efforts.

Agromin is an organic waste producer that operates multiple composting facilities in Southern California. They have sufficient materials and are able to meet both 2024 and 2025 procurement targets at a cost of \$109,378.46. However, the reporting requirements were not satisfactory for the City’s current needs.

Zero Foodprint is a non-profit organization that works with local communities to connect farms with grant funding, and resources such as compost. Zero Foodprint is not an organic waste producer but have assessed conditions and resources to ensure they can support the City in meeting both 2024 and 2025 procurement targets at a cost of \$95,111.70. In addition to providing CalRecycle reporting documentation, they are also able to generate project photographs and narratives of where procured materials are distributed. The City would also have access to Zero Foodprint’s Climate Benefit reporting and Climate Action Plan Integration.

It is recommended that the City partner with Zero Foodprint (ZFP) to be a direct service provider in SB 1383’s Recovered Organic Waste Products (ROWP) procurement. It is requested that the City Council authorize the City Manager to execute the agreement with Zero Foodprint (ZFP) at an annual cost of not-to-exceed \$99,000.

LEGAL REVIEW:

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

PREPARED BY:



Cathy Nguyen, Management Analyst

7/16/2024

REVIEWED BY:

Ryan McLean, Assistant City Manager

7/10/2024



Jason Jacobsen, Finance Director

7/10/2024



Kristina Santana, City Clerk

7/11/2024



Daniel Fox, City Manager

7/11/2024

Attachments:

1. 5.5.a ZFP Service Agreement
2. 5.5.b ZFP Exhibit A

CONSULTANT SERVICES AGREEMENT [Non-Design Professionals]

THIS AGREEMENT (the "Agreement") is made as of June 18, 2024 by and between the City of Diamond Bar, a municipal corporation ("City") and **Zero Foodprint, a California non-profit organization** ("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 compost procurement and record keeping 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.

Management Analyst Cathy Nguyen (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 1, 2024, and shall continue until June 30, 2026** ("Term"), unless earlier terminated pursuant to the provisions herein.

The City Manager shall have the option to extend this Agreement for **two (2) one-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 ninety-nine thousand dollars **(\$99,000) annually** 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. Reserved.

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 ("A"), 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, except as specifically provided herein. 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 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 or State agency 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, 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 the City of Diamond Bar, South Coast Air Quality Management District, and California Air Resources Board.

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.

Consultant shall indemnify, defend with counsel approved by City, 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 Workers' Compensation Act and other employee benefit acts with respect to Consultant's employees or Consultant's contractor's employees arising out of Consultant's work under this Agreement; and

(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, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. 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. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. Except for the Indemnitees, this Agreement shall not be construed to extend to any third party indemnification rights of any kind.

(3) 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 any owned, non-owned and hired automobiles, with minimum combined single limits coverage of \$1,000,000.00; and

(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.

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 at least ten (10) days 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 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.

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 Consultant 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 delivery 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. Time of Completion. Consultant agrees to commence the work provided for in this Agreement, including completion of the procurement to meet the 65% target by December 31, 2024; 100% target by December 31, 2025; and 100% target by December 31 of any year that is covered in the event of a term extension.

19. Time Is of the Essence. Time is of the essence in this Agreement. Consultant shall do all things necessary and incidental to the prosecution of Consultant's work.

20. Liquidated Damages. Consultant shall pay City, or have withheld from monies due it, as liquidated damages, the sum of \$100 Dollars per day for each and every calendar day's delay in finishing the work within the time specified, including any written extensions which may be granted, in writing, in accordance with this Agreement.

21. Delays and Extensions of Time. Consultant's sole remedy for delays outside its control shall be an extension of time. No matter what the cause of the delay, Consultant must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Consultant's control. If Consultant believes that delays caused by the City will cause it to incur additional costs, it must specify, in writing, why

the delay has caused additional costs to be incurred and the exact amount of such cost within 10 days of the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount absent a written amendment to this Agreement. In no event shall the Consultant be entitled to any claim for lost profits due to any delay, whether caused by the City or due to some other cause.

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.

27. 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”

Zero Foodprint
2370 Market St Ste 103, Box #332
San Francisco, CA 94114
 Attn.: Leo Beckerman
 Phone: (510) 214-2515
 E-Mail: leo@zerofoodprint.org

“CITY”

City of Diamond Bar
 21810 Copley Drive
 Diamond Bar, CA 91765-4178
 Attn.: _____
 Phone: _____
 E-mail: _____

28. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California. The venue for any action brought under this Agreement shall be in Los Angeles County.

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.

[SIGNATURE PAGE FOLLOWS]

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

"Consultant"

"City"

Zero Foodprint

CITY OF DIAMOND BAR

By: 
 Printed Name: Leo Beckerman
 Title: Director of Operations

By: _____
Dan Fox, City Manager

By: _____
 Printed Name: _____
 Title: _____

ATTEST:

Kristina Santana, City Clerk

Approved as to form:

By: _____
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.

Exhibit "A"

Scope of Work

1. The purpose of the work to be provided by Zero Foodprint to the City of Diamond Bar is to facilitate City's compliance with Senate Bill ("SB") 1383's recovered organic waste product procurement requirements, as described in the California Code of Regulations Title 14, Division 7, Chapter 12, Article 12 – Procurement of Recovered Organic Waste Products (14 CCR 18993.1 et seq.) ("SB 1383 Regulations").
2. Zero Foodprint will use funds provided by City pursuant to section 3, below, to provide reimbursements to incentivize farmers and other compost users ("Farmers") to acquire and use recovered organic waste product ("compost") that complies with the requirements of the SB 1383 Regulations.
3. Zero Foodprint will require Farmers to use compost only from acceptable sources per SB 1383 Regulations sec. 18993.1(f)(1) and will require that Farmers use the compost in a manner that satisfies the requirements of the SB 1383 Regulations.
4. Zero Foodprint will obtain from Farmers necessary documentation to ensure compliance with SB 1383 Regulations and provide that documentation to City no later than sixty (60) days after the end of the Procurement Term. Documentation includes the following:
 - a. Agreements between Zero Foodprint and the Farmers;
 - b. Name, physical location, and contact information of each entity, operation, or facility from which the compost was procured;
 - c. Amount of compost procured;
 - d. General description of how the compost was used;
 - e. Description of where the compost was applied;
 - f. Invoices or receipts for purchase of the compost.

If the California Department of Resources Recycling and Recovery ("CalRecycle") or other City with oversight over City's compliance with SB 1383 and the SB 1383 Requests from City further documentation to establish procurement and use of the compost, Zero Foodprint will work with City to identify, obtain, and/or provide such documentation.

5. Zero Foodprint will ensure that any compost procured on City's behalf is not applied toward the SB 1383 recovered organic waste product procurement target of any other jurisdiction except as authorized by City.
6. Zero Foodprint and City agree that the Farmers are intended to be Direct Service Providers to City pursuant to SB 1383 Regulations sec. 18982(17). If Zero Foodprint itself procures the compost on behalf of City, Zero Foodprint shall be the Direct Service Provider to City pursuant to SB 1383 Regulations sec. 18982(17).

Procurement Goal

Zero Foodprint will ensure that a total of 4,343 tons of compost will be procured on the City's behalf during the term of this agreement in order to meet SB 1383 Recovered Organic Waste Product (ROWP) requirements of 1,711 tons in 2024 and 2,632 tons in 2025.

Compost Requirements

As required in 14 CCR 18993.1(f)(1), compost procured to perform the Services shall meet the following criteria:

1) Materials:

a) Acceptable materials are:

- i) Compost, including fine, medium, and coarse compost.
- ii) The portion of topsoil, biotreatment soil mix, or other blend that is compost.
- iii) See attached specification for additional requirements.

b) Unacceptable materials include:

- i) Compost that exceeds state maximum limitations for pathogens, metals, and physical contaminants in 14 CCR § 17868.2 – 17868.3.1.
- ii) Uncomposted compostable materials, including:
 - (1) Digestate
 - (2) Biosolids/sewage sludge
 - (3) Manure
 - (4) Tree trimmings and green waste
- iii) Biochar
- iv) Fertilizers and soil amendments, including:
 - (1) synthetic fertilizer
 - (2) nitrolized sawdust
 - (3) gypsum
 - (4) urea
- v) Topsoil, fill (except as described in (1)(a)(ii))

2) Sources:

a) Acceptable sources of compost: (per 14 CCR 18993.1(f)(1)):

- i) A compostable material handling facility with a Full Solid Waste Facility Permit or Registration Permit, or that is authorized under the Enforcement City Notification Tier under 14 CCR § 17854.1
- ii) A large volume in-vessel digestion facility that composts on-site.

3) Definitions:

a) **“Biochar”** means the charcoal product of biomass conversion through pyrolysis (along with ash and syngas).

b) **“Biosolids”** means solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in a treatment works. Biosolids includes, but is not limited

to, treated domestic septage and scum or solids removed in primary, secondary, or advanced wastewater treatment processes. Biosolids includes the residue solids resulting from the co-digestion of anaerobically digestible material with sewage sludge. Biosolids does not include ash generated during the firing of sewage sludge in a sewage sludge incinerator or grit and screenings generated during the preliminary treatment of domestic sewage in a treatment works. 14 CCR 17852(a)(9)

c) **“Compost”** means the product resulting from the controlled biological decomposition of organic solid wastes that are source separated from the municipal solid waste stream, or which are separated at a centralized facility. 14 CCR 17896.2(a)(4)

d) **“Compostable material”** means any organic material that when accumulated will become active compost. 14 CCR 17852(a)(11)

e) **“Compostable Material Handling Facility permitted or authorized by 14 CCR § 17854.1”** means a facility described by the tiered regulatory system adopted by the California Integrated Waste Management Board in 1994.

f) **“Digestate”** means the solid and/or liquid residual material remaining after organic material has been processed in an in-vessel digester. 14 CCR 17896.2(a)(6)

g) **“Large Volume In-vessel Digestion Facility”** means a facility that receives an average greater than 100 tons of solid waste per operating day or greater than 700 tons (2,800 cubic yards) per week of solid waste for digestion in an in-vessel digester. 14 CCR 17896.2(a)(15)

h) **“Manure”** is an agricultural material and means accumulated herbivore or avian excrement. This definition shall include feces and urine, and any bedding material, spilled feed, or soil that is mixed with feces or urine. 14 CCR 17896.2(a)(18) SB1383

Agenda #: 5.6
Meeting Date: July 16, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
 FROM: Daniel Fox, City Manager 
 TITLE: **SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ABSOLUTE INTERNATIONAL SECURITY, INC. FOR SECURITY GUARD SERVICES THROUGH JUNE 30, 2025.**
 STRATEGIC GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

Approve and authorize the City Manager to sign Amendment No. 2 to the Professional Services Agreement with Absolute International Security, Inc through June 30, 2025.

FINANCIAL IMPACT:

The total not-to-exceed amount for Fiscal Year 2024-25 would total \$77,800 based on the upcoming facility rental and special event estimates. Sufficient funds are included in the Fiscal Year 2024-2025 Parks and Recreation budget to cover the cost of such services.

BACKGROUND:

For several years, Absolute International Security, Inc. has provided security guard services for private rentals and events, as well as City special events, offering affordable hourly rates. Hourly security guard fees are collected directly from facility renters and invoiced monthly to the City, while special event security is provided by Parks & Recreation for annual events.

Absolute International Security, Inc. was awarded the Security Guard Services Agreement on August 2, 2022 through the City's Request for Proposal process for an initial one-year term. Consistent with Section 2 of the Original Agreement, City Council has the option to extend the Agreement for up to three (3), one (1)-year additional terms. The original agreement was in the amount of \$67,800 for fiscal year 2022-2023. The First Amendment approved by City Council on August 1, 2023 extended the total not-to-exceed compensation to \$156,850.

This request is the second, one-year extension through June 30, 2025 and the new hourly rate is consistent with the Consumer Price Index. The Parks and Recreation Department requests to extend the service agreement for Fiscal Year 2024-25 under the same terms based on satisfactory services for an additional \$77,800; therefore, the total not-to-exceed-amount would be \$234,650 over the life of the agreement.

LEGAL REVIEW:

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

PREPARED BY:

Ryan Wright
Ryan Wright, Parks and Recreation Director

7/16/2024

REVIEWED BY:

Ryan Wright
Ryan Wright, Parks and Recreation Director

7/1/2024

Jason Jacobsen
Jason Jacobsen, Finance Director

7/2/2024

Attachments:

1. 5.6.a 2nd Amendment - Absolute International Security

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
SECURITY GUARD SERVICES**

This Second Amendment to Professional Services Agreement ("Second Amendment") is made and entered into as of July 18, 2024, by and between the City of Diamond Bar, a municipal corporation ("City"), and Absolute International Security, Inc., a California Corporation ("Contractor") with reference to the following:

A. The City and the Contractor entered into that certain Professional Services Agreement dated as of August 2, 2022, which is incorporated herein by this reference (the "Original Agreement"); and

B. The City and the Contractor entered into that certain First Amendment dated as of July 18, 2023, which is incorporated herein by this reference ("First Amendment"), which First Amendment and Original Agreement collectively are referred to herein as the "Agreement");

C. The City and the Contractor desire to amend the Agreement as provided herein.

NOW, THEREFORE, the parties agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

2. Term. The Term of the Original Agreement as set forth in Section 2 therein is from August 2, 2022 to June 30, 2023. The First Amendment extended the Term up to and including June 30, 2024. This Second Amendment shall extend the Term up to and including **June 30, 2025**.

3. Compensation. City agrees to compensate Contractor for each service which Contractor performs to the satisfaction of City in compliance with the scope of services and the rates set forth in the pricing sheet entitled " Unarmed Security Officer Rates for City of Diamond Bar" set forth in Exhibit " A" attached to and incorporated in this Second Amendment. Payment will be made only after submission of proper invoices in the form specified by City. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement, was the sum of sixty-seven thousand eight hundred dollars (\$67,800.00). The First Amendment amended Section 3 of the Original Agreement increasing the compensation by eighty-nine thousand fifty dollars (\$89,050.00) to provide for a total not-to-exceed compensation in the sum one hundred fifty-six thousand eight

hundred fifty Dollars (\$156,850.00). The total not-to-exceed compensation of the Agreement is hereby amended to provide for an increase of seventy-seven thousand eight hundred Dollars (\$77,800.000) so that the total not-to-exceed compensation, as amended by this Second Amendment shall not exceed two hundred thirty-four thousand six hundred fifty Dollars (\$234,650.00) without the prior authorization of the City.

4. **Integration.** This Second Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all prior negotiations between the parties with respect hereto. This Second Amendment amends, as set forth herein, the Agreement and except as specifically amended hereby, the Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Second Amendment and the terms and provisions of the Agreement, the terms and provisions of this Second Amendment shall control.

IN WITNESS hereof, the parties enter into this Second Amendment on the year and day first above written.

“CONTRACTOR”

“CITY”

ABSOLUTE INTERNATIONAL SECURITY, INC.

CITY OF DIAMOND BAR

*By: _____

By: _____

Printed Name: _____

Dan Fox, City Manager

Title: _____

ATTEST:

Kristina Santana, City Clerk

APPROVED AS TO FORM:

Omar Sandoval, City Attorney



June 11, 2024

City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765
Attn: Ms. Crystal Knox

Re: Notice of Service Rate Adjustment

Dear Ms. Knox,

Thank you for choosing AIS for your security needs. We appreciate your business. Please accept this letter as a formal request for a service rate increase effective **July 1, 2024 through June 30, 2025.**

	Current Rate	New Rate (Effective July 1, 2024)
Regular Unarmed Officer	\$31.00/Hour	\$32.00/Hour
Regular Unarmed Officer Overtime/Holiday Rate	\$46.50/Hour	\$48.00Hour

Below are outlined reasons why the above adjustments must be made:

- The service rate aligns with the Consumer Price Index, which for January 2024, is 3.10%.
- The service rate increase serves to compensate for both the mandatory living/minimum wage requirements as well as to further stabilize the manpower needed to service your contract due to the nationwide labor shortage from the pandemic and current economic status.

Please feel free to contact us to discuss any questions you may have. As always, we are here to help, and again, we appreciate the opportunity to serve you.

Sincerely,

Lisa Phan, Controller
Absolute International Security



ABSOLUTE INTERNATIONAL SECURITY

A Proud Member of
CALSAGA



<u>State Minimum Wage</u>		<u>LA City Minimum Wage</u>		<u>Unincorporated Areas of Los Angeles County</u>		<u>LA City Living Wage</u>	
1/1/16	\$10.00	7/1/16	\$10.50	7/1/16	\$10.50	7/1/17	\$12.73
1/1/17	\$10.50	7/1/17	\$12.00	7/1/17	\$12.00	7/1/18	\$13.05
1/1/18	\$11.00	7/1/18	\$13.25	7/1/18	\$13.25	10/15/18	\$14.50
1/1/19	\$12.00	7/1/19	\$14.25	7/1/19	\$14.25	7/01/19	\$15.50
1/1/20	\$13.00	7/1/20	\$15.00	7/1/20	\$15.00	7/01/20	\$16.25
1/1/21	\$14.00	7/1/21	\$15.00	7/1/21	\$15.00	7/01/21	\$16.25
1/1/22	\$15.00	7/1/22	\$16.04	7/1/22	\$15.96	7/01/22	\$17.29
1/1/23	\$15.50	7/1/23	\$16.78	7/1/23	\$16.90	7/01/23	\$18.03
1/1/24	\$16.00	7/1/24	\$17.28	7/1/24	\$17.27	7/1/24	\$18.53

Agenda #: 5.7
Meeting Date: July 16, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **PROFESSIONAL SERVICES AGREEMENT WITH TENNIS ANYONE, INC. FOR CONTRACTED TENNIS & YOUTH PICKLEBALL INSTRUCTION THROUGH JUNE 30, 2027.**
STRATEGIC GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

Approve and authorize the City Manager to sign the Professional Services Agreement with Tennis Anyone, Inc. to provide contract tennis and youth pickleball instruction from July 16, 2024 through June 30, 2027.

FINANCIAL IMPACT:

The total not-to-exceed amount of the Agreement would be \$130,000 for Fiscal Year 2024-2025 and sufficient funds are included in the Parks & Recreation Department budget to cover the cost of such services. All fees are collected directly from participants attending City sponsored classes and this agreement would generate approximately \$55,000 in revenue for the City each fiscal year.

BACKGROUND:

Tennis Anyone has provided the City of Diamond Bar with quality tennis instruction since 2000. The most recent agreement was created in Fiscal Year 2020-2021 and was extended for three (3) additional one (1) year terms, through June 30, 2024. A new RFP, dated June 20, 2024, was published on PlanetBids, closing July 1, 2024. One (1) response was returned, by Tennis Anyone, Inc., meeting the minimum qualifications of the RFP.

ANALYSIS:

On June 20, 2024 City staff published a Request for Proposal for Tennis and Youth Pickleball Instruction Services on PlanetBids. The bidding period closed on July 1, 2024

with one proposal received from Tennis Anyone, Inc. Hourly rates for youth tennis classes, youth tennis camps, and youth semi-private tennis classes ranged from \$18.00 to \$37.00, while adult tennis classes and semi-private classes were \$34.00. Hourly rates for new tot and youth pickleball classes were \$28.00.

Based on the sole bid, references, company experience, and successful history with the City of Diamond Bar, Tennis Anyone, Inc. was determined to be the best overall contractor to provide the services for the City. Tennis Anyone, Inc. has the built-in staff which are available to meet the City's Contract Class Program needs immediately. Head Coach and owner of Tennis Anyone, Inc., Bill Bush has been a USPTA certified teaching professional for over 20 years. His exceptional coaching experience and experienced management team best meet Diamond Bar's unique Contract Class Program tennis and youth Pickleball needs.

The Tennis Anyone, Inc. hourly rate is received from the participant and split between the Contractor and the City at a 70%/30% split. Staff believe the rates are appropriate for the level of service and availability of tennis and pickleball coaching required for large scale training. It is recommended the City Council approve a three agreement with Tennis Anyone, Inc. for the tennis and youth pickleball instruction services for the Fiscal Years 2024-2027, with the City's option to extend the Agreement for two (2) additional one (1) year terms.

Based on current enrollment estimates, approximately \$130,000 of contract class funding will be allocated to Tennis Anyone, Inc for Fiscal Year 2024-2025.

LEGAL REVIEW:

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

PREPARED BY:

Ryan Wright
Ryan Wright, Parks and Recreation Director

7/16/2024

REVIEWED BY:

Ryan Wright
Ryan Wright, Parks and Recreation Director

7/8/2024

Jason Jacobsen
Jason Jacobsen, Finance Director

7/9/2024

Attachments:

1. 5.7.a Tennis Anyone Agreement 7.16.24

TENNIS & YOUTH PICKLEBALL INSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of July 16, 2024 by and between the City of Diamond Bar, a municipal corporation ("City") and Tennis Anyone, Inc., a California corporation ("Contractor").

1. Contractor's Services.

Subject to the terms and conditions set forth in this Agreement Contractor shall provide to the reasonable satisfaction of the City the **Tennis & Youth Pickleball Instruction** 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, Contractor represents and warrants that it has thoroughly investigated the work and fully understands the difficulties and restrictions in performing the work. Contractor 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.

Monique Weeks, Recreation Coordinator (herein referred to as the "City's Project Manager"), shall be the person to whom the Contractor will report for the performance of services hereunder. It is understood that Contractor 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 Contractor 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 16, 2024, and shall continue until June 30, 2027 ("Term"), unless earlier terminated pursuant to the provisions herein.

After completion of the first term year, the contractor can request a CPI adjustment and any increase in compensation will be negotiated between the City and the Contractor per fiscal year, 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.

The City Manager shall have the option to extend this Agreement for **two (2) additional one (1) year terms**, subject to the same terms and conditions contained herein, by giving Contractor 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, Contractor's compensation shall be subject to an adjustment upon the effective date of extension as follows:

3. Compensation. City agrees to compensate Contractor for each service which Contractor 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 Contractor pursuant to this Agreement shall not exceed one hundred thirty thousand dollars per fiscal year (\$130,000.00) 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, Contractor 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 Contractor the amount invoiced the City will pay Contractor the amount properly invoiced within 35 days of receipt.

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 Contractor.

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. As between the documents attached as Exhibit "A", the following order of precedence shall apply: (a) This Agreement; (b) The City's Request for Proposal, dated June 20, 2024, and (c) Contractor's Proposal dated June 27, 2024.

7. Status as Independent Contractor.

A. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor 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, except as specifically provided herein. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of City.

B. Contractor agrees to pay all required taxes on amounts paid to Contractor 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 or State agency regarding the independent contractor status of Contractor and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Contractor, then Contractor agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

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

D. Contractor shall, at Contractor'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 the City of Diamond Bar, South Coast Air Quality Management District, and California Air Resources Board.

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 Contractor under this Agreement any amount due to City from Contractor as a result of Contractor'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 Contractor's failure to comply with this Section.

8. Standard of Performance. Contractor 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.

Contractor shall indemnify, defend with counsel approved by City, 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 Workers' Compensation Act and other employee benefit acts with respect to Contractor's employees or Contractor's contractor's employees arising out of Contractor's work under this Agreement; and

(2) Any and all claims arising out of Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Contractor's legal counsel unacceptable, then Contractor 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 Contractor shall promptly pay any final judgment rendered against the Indemnitees. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. Except for the Indemnitees, this Agreement shall not be construed to extend to any third-party indemnification rights of any kind.

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

10. Insurance.

A. Contractor 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 Contractor, 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, if any, with minimum combined single limits coverage of \$1, 000, 000.00 (this provision is not applicable if Contractor certifies in writing that it does not own or hire automobiles);

(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.

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 at least ten (10) days prior written notice thereof. Contractor 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 Contractor pursuant to the terms of this Agreement and 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.

E. Contractor 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 Contractor (as the named insured) should Contractor fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City. Contractor understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Contractor as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Contractor'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 Contractor 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 Contractor, which amounts may be deducted from any payments due Contractor.

I. Contractor 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. Contractor in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Contractor covenants that all data, documents, discussion, or other information developed or

received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor 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. Contractor's covenant under this section shall survive the termination of this Agreement. Notwithstanding the foregoing, to the extent Contractor prepares reports of a proprietary nature specifically for and in connection with certain projects, the City shall not, except with Contractor's prior written consent, use the same for other unrelated projects.

12. Reserved.

13. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor 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 Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor 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. Contractor 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 Contractor under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor 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. Contractor 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. Contractor'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 Contractor. 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 delivery of the notice. In the event of such termination, City agrees to pay Contractor for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Contractor 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. Contractor 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 Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Except as provided in this Agreement, Contractor reserves the right to determine the assignment of its own employees to the performance of Contractor's services under this Agreement, but City reserves the right in its sole discretion to require Contractor to exclude any employee from performing services on City's premises.

17. Non-Discrimination and Equal Employment Opportunity.

A. Contractor 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. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor 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. Contractor 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. Time of Completion. Contractor agrees to commence the work provided for in this Agreement within five (5) days of being notified by the City to proceed and to diligently prosecute completion of the work.

19. Reserved.

20. Reserved.

21. Reserved.

22. Assignment. Contractor shall not assign or transfer any interest in this Agreement nor the performance of any of Contractor's obligations hereunder, without the prior written consent of City, and any attempt by Contractor to so assign this

Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

23. Compliance with Laws. Contractor 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 Contractor 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 Contractor, 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.

27. 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.

“CONTRACTOR”

Tennis Anyone, Inc.
15670 Portenza Drive
Fontana, CA 92336
Attn.: Bill Bush
Phone: (909) 625-2060
E-Mail: coachbill.tennispro@gmail.com

“CITY”

City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765-4178
Attn.: Monique Weeks
Phone: (909) 839-7078
E-mail: mweeks@diamondbarca.gov

28. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California. The venue for any action brought under this Agreement shall be in Los Angeles County.

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 Contractor 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.

"Contractor"

"City"

TENNIS ANYONE, INC.

CITY OF DIAMOND BAR

DocuSigned by:
By: William Bush
17A1893FAB714D6...

By: _____

Printed Name: _____
Title: _____

Daniel Fox, City Manager

Approved as to form:

ATTEST:

DocuSigned by:
By: Omar Sandoval
4F8D2448CBF547C...
Omar Sandoval, City Attorney

Kristina Santana, City Clerk

TENNIS ANYONE



For more Info Contact

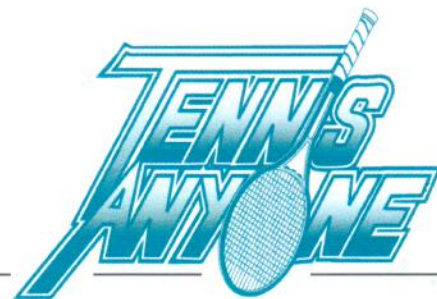
Coach Bill Bush Tennis Anyone Director

909 625-2060

CoachBill.Tennispro@gmail.com

www.Tennisanyone.info

Tennis & Pickleball
Lessons for Everyone



Tennis Anyone Inc. started 28 years ago with a single coach, Bill Bush, who had a passion for people and love for tennis. It has grown into a comprehensive tennis program operating in 9 local Southern California cities. Tennis Anyone is now comprised of a team of over 30 friendly and knowledgeable coaches, serving hundreds of eager tennis students. Our primary focus is on helping our students grow to achieve their tennis ambitions by making the learning process fun and exciting. Part of what makes us unique is our levels system, much like what you would see in martial arts, in which students test on a monthly basis to receive mastery badges. In 2024, Tennis Anyone is excited to be adding pickleball at a number of their locations. The goal is to approach this new venture with the same passion for sport and people that has made their tennis classes so successful!

At Tennis Anyone we know that parents are searching for a quality program for their children that delivers true recreational value for their families at a reasonable cost. At Tennis Anyone we believe that learning to play tennis is a life-long benefit. Friendships for a lifetime. At Tennis Anyone, Everyone is a winner! We provide quality instruction at city friendly rates. Quite simply put Tennis Anyone is the best product at the best price.

Tennis Anyone has had the opportunity to work hand in hand with the Diamond Bar Recreation program for the past 28 years. And we would love to continue to be of service to the residents of Diamond Bar for years to come. We understand that the needs of the city are continuing to change as the sport of pickleball has continued to grow in popularity. Enclosed is a look at our general class information.

Bill Bush

Tennis Anyone Inc.
Founder & Director

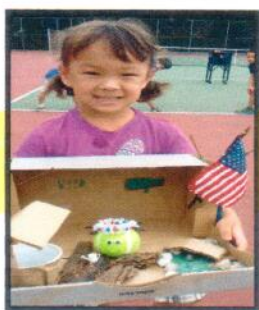
Coach Bill pictured here with 3 of his 5 children, Bea-Lauren, Jeremiah, and Jaxton.



At Tennis Anyone...

kids get creative!

Student Tennis Artwork



kids get involved!

Student Halloween Dress-up



kids achieve!

Student Trophy Winners





About US

At Tennis Anyone we are passionate about our sport because as players ourselves we have enjoyed so many of the benefits of being involved in the game over the years. Tennis seems to be unlike any other sport in bringing friends and families together. It is a sport that truly can be enjoyed for a lifetime at all levels. At Tennis Anyone we believe our sport brings more Fun, Fitness, and Friendships for a lifetime.



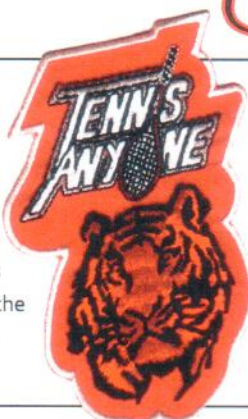
The Kayatta Family

Just one of the many tennis families involved in our program. Every member of the family enjoys a Tennis Anyone class at their level.

Our Learning System

The Tiger Patch

The red patch is the first of nine patches students must earn along the road to tennis mastery.



In creating our learning system for young students we have borrowed from the martial arts. We have 7 different levels from beginning to advanced, each one represented by a unique animal, distinguished by its positive attributes. Students are tested at the end of every session and those that pass receive a patch representing mastery of that level.

Coach Bill

grew up in Upland, California and started playing tennis at the age of 10 when his father traded tennis lessons for physics tutoring with a high school neighbor. By the time Bill had been playing for a few years you couldn't drag him off the courts. His tennis career would mature to include some amazing experiences including playing with John McEnroe on a private court, living with Andre Agassi over a Summer, and competing against Pete Sampras. Bill attended Azusa Pacific University on a tennis scholarship and graduated with a degree in Psychology. Throughout his college years Coach Bill supported himself by teaching tennis on the side but after graduation he had a tough decision to make. Either move on to what was considered to be a "real job" or continue doing what he loved. He thought a lot about what he wanted out of a career and life. He knew that he truly loved working with people and helping them in meaningful ways. He also felt that tennis was such a tremendously positive way for kids and adults to learn about life...to have a constructive outlet for stress...and to help bring families together. The decision was clear and "Tennis Anyone," was born.



playing and coaching highlights

**Tournament
Doubles wins**

Jan-Michael Gambill
Former #14 in the world

**Star students
privately coached**

Jonathan Galienes
world Doubles ranking

**Sandon Stolle 1998 US Open
Doubles Champion**

**Jack Li #1 Boys 18's
Singles 2003 Southern Cal**

Coach Bill Bush

Tennis Anyone Inc. Founder

Tennis Classes

Pee Wee Academy

ages 3-6 Beginner thru Advanced

This class is designed for the little ones who are tired of watching the big kids have all the fun. The focus of many of our drills will be to help build hand-eye coordination and develop better balance while moving. Students will learn the basics of the: forehand, backhand, volley, and serve. Your Pee Wee will love joining in fun tennis games like: Popcorn Machine, Walk the Dog, and Balloon Bounce.

Beginning Junior Academy

ages 7-13 New to Novice Players

The focus of this clinic is on having fun while learning the 4 major strokes of the game: forehand, backhand, volley, and serve. Students are grouped by ability into 1 of 3 levels and receive patches representing mastery when they have successfully demonstrated the skills of that level. Students that move beyond the first level will receive the tiger patch. The next 2 levels are the mantis and the dragon fly. Students will love playing drills like: King of the Hill, Beat the Coach, Tennis Baseball, and Line Tag. Beginners over the age of 13 should start in the Advanced Academy.

Advanced Junior Academy

ages 8-17 Intermediate-Advanced

The Advanced Academy is for juniors with extensive experience or who have successfully attained all Beginning Junior Academy patches. The focus of this clinic is on learning how to use what you know to play matches and to acquire some new skills like: topspin, slice, and specialty shots. Students should expect and be ready for a great workout through fun drills like: Olympics, Team-up & Back, and Bump. Beginning players over the age of 13 should start in this academy.

Adult Academy

ages 18+ Beginner thru Advanced

Players of all levels will benefit from our unique clinics. This academy gives the "big kids" an opportunity to work on improving their skills, while getting a great work out, and making new friends.

Morning Ladies Clinic

We'll never ask your age Beginner thru Advanced

This ladies group is designed for players of all levels. Students will learn the 4 basic strokes, as well as topspin, slice, over head, and lob. Singles and doubles scoring and strategy will also be covered.

Small Group Lessons

ages 7-17 All Levels

Small groups are a great alternative for those players wanting more attention. These groups will vary in size from 2 to 4 students per coach. We offer smalls groups for all levels and ages of play.

Private Lessons

ages 6-Adult All Levels

Private lessons are a one on one with the coach. Here coaches customize a training plan for each individual student and work to help students obtain personal tennis goals.



"Our goal is to bring people together through this wonderful sport. A sport that will provide Fun, Fitness, and Friendships for



Pickleball Classes

Jr Pickleball Beg to Int

ages 7-13 Beginner to Intermediate

So you've been hearing about this pickleball thing and you're ready to give it a shot. This clinic is the perfect pickleball intro for Jr students. Students will learn the basics of the game, including the areas of the court as well as all 4 major strokes: forehand, backhand, volley, and serve in a fun and dynamic format.

Jr Pickleball Int to Adv

ages 7-17 Intermediate to Advanced

This group is perfect for young pickleball players that are already playing games and want to work to build their skill set into a more competitive level. Students will work on game strategy as well as utilizing spins and specialty shots.

Teen to Adult Pickleball

ages 14-Adult Beginner to Intermediate

So you've heard the pickleball buzz! The call has been getting louder and louder and you've decided to answer. This is the perfect Pickleball intro for students ages 14-adult. Students will learn all of the pickleball basics including court areas, rules, and major strokes of the game. What are you waiting for, it's pickle time!!!

Challenge Pickleball

14-Adult Int thru Advanced

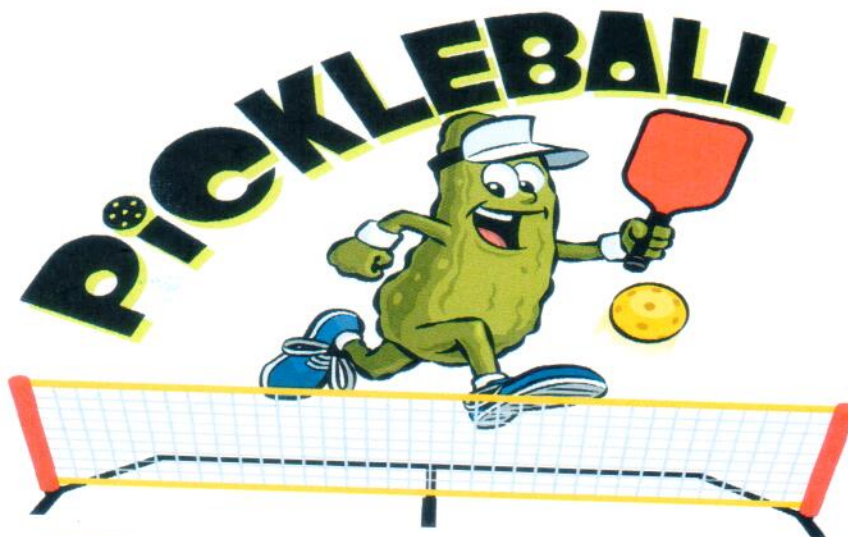
It's time to use all of those skills you've been honing in this competitive and challenging format. Students will be playing liveball drills and games with the opportunity to compete to move up. It's time to get pickled!!!



Adult Pickleball

ages 18+ Beginner to Intermediate

So you've heard the pickleball buzz! The call has been getting louder and louder and you've decided to answer. This is the perfect Pickleball intro for students ages 18+. Students will learn all of the pickleball basics including court areas, rules, and all major strokes. What are you waiting for, it's pickle time!!!



References

Arcadia Parks & Recreation

Contact Gina Hernandez **Position** Contract Class Specialist

Phone (626) 821-4328

Years with Tennis Anyone 15

Yorba Linda Parks & Recreation

Contact Mike Brandenburger **Position** Contract Class Specialist

Phone (714) 961-7196

Years with Tennis Anyone 16

Chino Hills Parks & Recreation

Contact Venessa Badosa **Position** Contract Class Specialist

Phone (909) 364-2730

Years with Tennis Anyone 33

LaVerne Parks & Rec

Contact Jesse Cervantes **Position** Contract Class Specialist

Phone (909) 596-8776

Years with Tennis Anyone 1

Brea Parks & Recreation

Contact Jovi Negos **Position** Contract Class Specialist

Phone (714) 990-7101

Years with Tennis Anyone 24

Eastvale Recreation

Contact Fred Cervantes **Position** Contract Class Specialist

Phone (951) 727-3524

Years with Tennis Anyone 16



Lessons for the Entire Family

Winter 2025 Diamond Bar Class Schedule



Coach Bill has been teaching tennis for the past 22 years and founded Tennis Anyone 15 years ago. He has a Bachelors degree in Psychology from the University of Azusa Pacific. Mr. Bush has been a USPTA certified teaching pro for the past 20 years. During his time on the professional tennis circuit he had a win over Jan Michael Gambil (ranked 14 in the world). As a player, Bill has trained with and played against: Pete Sampras, Michael Chang, John McEnroe and even lived with Andre Agassi for a Summer. He is the author of [Ace Tennis Workbook](#). Currently Tennis Anyone runs tennis program for the cities of; Diamond Bar, Chino Hills, Claremont, Brea, and Jurupa (Eastvale). All Tennis Anyone coaches have tournament level experience, are extremely



City of Diamond Bar Recreation Services

1600 Grand Avenue, Diamond Bar, CA 91765

Mailing Address: 21810 Copley Drive, Diamond Bar, CA 91765

909.839.7078 909.839.7070 Fax: 909.612.4580

CLASS PROPOSAL

WIN/SPR 2025 JANUARY-MAY 2025

Proposals must be completely filled out in order to be considered for the Fall 2020 season. Proposals are due by **Wednesday, April 29 at 4 p.m.** to the Diamond Bar Center or via email to MWeeks@DiamondBarCA.gov. If it is a new class, proposals need to include a weekly syllabus. **Late proposals will NOT be accepted.**

Class Title Pee Wee Tennis Lessons

Number of Weeks: 4wks

Class Description Is your young child tired of watching the big kids have all the tennis fun. Well now there's a group just for the Pee Wees! This clinic is the perfect tennis intro. Students will learn the basics of the: forehand, backhand, volley, and serve in a coordination building, fitness friendly, fun, atmosphere. We believe that tennis will bring each of our students more fun, fitness, and friendships for a lifetime. **A 20% discount for multi-day registration. The discount will automatically apply at checkout when an individual is registered for multiple days within the same session. No**

Class Location Ronald Reagan Park

Dates Classes not held because of Holiday or Vacation: None

1-day	
\$149	
+ \$10 Administrative Fee	\$10
Class Fee	\$159

Material Fee (detailed description on reverse side): NONEClass Minimum: 1 Class Maximum: openSpecial equipment needed by instructor: NAStudents Should Supply: Tennis Racket

Desired Start Date	Desired End Date*	Day of Week	Start and End Time	Age Group
Jan 7	Jan 30	Tues /Thurs	4:45-5:30 pm	3-6
Feb 4	Feb 27	"	"	"
Mar 4	Mar 27	"	"	"
Apr 1 Apr 29	Apr 24 May 22	"	"	"

Instructor Name: Tennis AnyoneAddress: 15670 Portenza Dr. Fontana CA, 92336Phone: (909) 625-2060 (public use ok)Cell: 909 695-5130 rec use only

FAX: _____

Which phone number/email may we release to the public? 909-625-2060 / Questions@TennisAnyone.infoEmail: Office use only: CoachBill.Tennispro@gmail.comWebsite: www.TennisAnyone.info

Assistant Name: _____

Phone: _____

Please note: All sub-contractors and volunteers working must be fingerprinted

CONTINUE ON REVERSE SIDE

Packet Pg. 233

Material Fee: \$ NONE
If your class has a material fee, please provide an itemized list below.

Item with brief description	Cost per unit

1-day				
\$149				
+ \$10 Administrative Fee	\$10			
Class Fee	\$159			

If you would like to offer additional classes, please attach and submit additional Proposals to this form.

PROPOSAL DISCLAIMER

- ◆ **Completing this form is NOT a confirmation that your class has been approved.**
- ◆ Please note that classes will not be held on any City observed holidays without staff approval.
- ◆ No additional classes other than what is advertised in the brochure will be permitted.
- ◆ Classes that are cancelled due to low or no enrollment for two consecutive quarters will no longer be offered.
- ◆ **All instructors, assistants and substitutes are required to be fingerprinted.**
- ◆ The City handles all registration for classes. Instructors are not permitted to collect fees with the exception of supply fees. 100% of supply fee goes to the instructor.
- ◆ The City will pay the instructor **70%** of the total enrollment fees collected, minus the \$10.00 City administrative fee.
- ◆ Instructors will be required to attend one orientation meeting per year in order to teach with the City.
- ◆ Independent Contract Instructors will not discriminate against any employee, volunteer, participant or student due to race, religion, creed, color, national origin, gender, sexual orientation, physical or mental handicap, marital status, veteran status or age.

I have read and understand the above policies and understand that completing this form is not a confirmation that my class(es) has been approved. I further understand that I must sign an Agreement for Recreation Services Instruction prior to teaching.

Signature: William Doyle **Date:** June 27th, 2024



City of Diamond Bar Recreation Services

1600 Grand Avenue, Diamond Bar, CA 91765

Mailing Address: 21810 Copley Drive, Diamond Bar, CA 91765

909.839.7078 909.839.7070 Fax: 909.612.4580

CLASS PROPOSAL

WIN/SPR 2025 JANUARY-MAY 2025

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Class Title Jr Tennis Academy-Beginning to Inter

Number of Weeks: 4wks

Class Description The focus of the **Jr. Tennis Academy-Beginning to Inter** is on learning the 4 major strokes of the game in a dynamic, high energy, fitness friendly, fun filled atmosphere. Students are tested to reach mastery on 3 different levels in this group. Beginners ages 14-17 should start in the Junior Tennis Academy-Intermediate to Advanced. A 20% discount for multi-day registration. The discount will automatically apply at checkout when an individual is registered for multiple days within the same session. No multi-family or multi-session discount

Class Location Ronald Reagan Park

Dates Classes not held because of Holiday or Vacation: None

1-day	
\$139	
+ \$10 Administrative Fee	\$10
Class Fee	\$149

Material Fee (detailed description on reverse side): NONEClass Minimum: 1 Class Maximum: 16 per 5:30-6:30pm class & 8 per 7:40-8:40pm classSpecial equipment needed by instructor: NAStudents Should Supply: Tennis Racket

Desired Start Date	Desired End Date*	Day of Week	Start and End Time	Age Group
Jan 7	Jan 30	Tues, Wed, Thurs	5:30-6:30 pm	7-13
Feb 4	Feb 27	Tues & Thur	7:40-8:40pm	"
Mar 4	Mar 27			
Apr 1	Apr 24			
Apr 29	May 22			

Instructor Name: Tennis AnyoneAddress: 15670 Portenza Dr. Fontana CA, 92336Phone: (909) 625-2060 Public Usage okCell: 909 695-5130 rec use only

FAX: _____

Which phone number/email may we release to the public? 909-625-2060 / Questions@TennisAnyone.infoEmail: Office use only: CoachBill.Tennispro@gmail.comWebsite: www.TennisAnyone.info

Assistant Name: _____

Phone: _____

Please note: All sub-contractors and volunteers working must be fingerprinted

CONTINUE ON REVERSE SIDE

Packet Pg. 235

Material Fee: \$ NONE

If your class has a material fee, please provide an itemized list below.

Item with brief description	Cost per unit

1-day				
\$139				
+ \$10 Administrative Fee	\$10			
Class Fee	\$149			

If you would like to offer additional classes, please attach and submit additional Proposals to this form.

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- ◆ Instructors will be required to attend one orientation meeting per year in order to teach with the City.
- ◆ Independent Contract Instructors will not discriminate against any employee, volunteer, participant or student due to race, religion, creed, color, national origin, gender, sexual orientation, physical or mental handicap, marital status, veteran status or age.

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Signature: William Doyle Date: June 27th, 2024



City of Diamond Bar Recreation Services

1600 Grand Avenue, Diamond Bar, CA 91765

Mailing Address: 21810 Copley Drive, Diamond Bar, CA 91765

909.839.7078 909.839.7070 Fax: 909.612.4580

CLASS PROPOSAL

WIN/SPR 2025 JANUARY-MAY 2025

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Class Title Jr Tennis Academy-Inter to Advanced

Number of Weeks: 4wks

Class Description The **Jr. Tennis Academy-Inter to Advanced** group is for students that have attained all 3 mastery levels in the Beginning Academy or are coming in with proper form on their ground strokes. This is a high energy, fitness challenging, tennis program designed to bring students to a level where they have the tools to start playing matches. Beginning students ages 14-17 should start in this group. A 20% discount for multi-day registration. The discount will automatically apply at checkout when an individual is registered for multiple days within the same session. No multi-family or multi-session dis-

Class Location Ronald Reagan Park

Dates Classes not held because of Holiday or Vacation: None

1-day	
\$149	
+ \$10 Administrative Fee	\$10
Class Fee	\$159

Material Fee (detailed description on reverse side): NONE

Class Minimum: 1 Class Maximum: 16 per 6:30-7:30pm class & 8 per 7:40-8:40pm class

Special equipment needed by instructor: NA

Students Should Supply: Tennis Racket

Desired Start Date	Desired End Date*	Day of Week	Start and End Time	Age Group
Jan 7	Jan 30	Tue, Wed, Thur	6:30-7:30pm	7-17
Feb 4	Feb 27	Tue, Thur	7:40-8:40pm	
Mar 4	Mar 27	"	"	"
Apr 1	Apr 24			
Apr 29	May 22			

Instructor Name: Tennis Anyone

Address: 15670 Portenza Dr. Fontana CA, 92336

Phone: (909) 625-2060 Public Usage Ok Cell: 909 695-5130 rec use only

FAX: _____

Which phone number/email may we release to the public? 909-625-2060 / Questions@TennisAnyone.info

Email: Office use only: CoachBill.Tennispro@gmail.com

Website: www.TennisAnyone.info

Assistant Name: _____

Phone: _____

Please note: All sub-contractors and volunteers working must be fingerprinted

CONTINUE ON REVERSE SIDE

Packet Pg. 237

Material Fee: \$ NONE

If your class has a material fee, please provide an itemized list below.

Item with brief description	Cost per unit

1-day				
\$149				
+ \$10 Administrative Fee	\$10			
Class Fee	\$159			

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Signature: William Doyle Date: June 27th, 2024



City of Diamond Bar Recreation Services
1600 Grand Avenue, Diamond Bar, CA 91765
Mailing Address: 21810 Copley Drive, Diamond Bar, CA 91765
909.839.7078 909.839.7070 Fax: 909.612.4580

CLASS PROPOSAL

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Class Title Adult Tennis Lessons-All Levels

Number of Weeks: 4wks

Class Description **The Adult Tennis Lessons** are for Adult players of all levels. Students are grouped with other players at similar levels. These lessons give the “big kids” an opportunity to work on improving their skills while getting a great work out and making new friends. Students will train on level appropriate skills from learning ground strokes to volleys and serves. Fun, Fitness, & Friendships Guaranteed!!!

Class Location Ronald Reagan Park

Dates Classes not held because of Holiday or Vacation: None

1-day
\$139
+ \$10 Administra- \$10

Class Fee \$149

Material Fee (detailed description on reverse side): NONE
Class Minimum: 1 Class Maximum: 12
Special equipment needed by instructor: NA

Desired Start Date	Desired End Date*	Day of Week	Start and End Time	Age Group
Jan 8	Jan 29	Wed	7:30-8:30 pm	18+
Feb 5	Feb 26			“
Mar 5	Mar 26			
Apr 2 Apr 30	Apr 23 May 21			

Instructor Name: Tennis Anyone

Address: 15670 Portenza Dr. Fontana CA, 92336

Phone: (909) 625-2060 Public Usage Ok Cell: 909 695-5130 rec use only FAX: _____

Which phone number/email may we release to the public? 909-625-2060 / Questions@TennisAnyone.info

Email: Office use only: CoachBill.Tennispro@gmail.com Website: www.TennisAnyone.info

Assistant Name: _____ Phone: _____

Please note: All sub-contractors and volunteers working must be fingerprinted

CONTINUE ON REVERSE SIDE

Packet Pg. 239

Material Fee: \$ NONE

If your class has a material fee, please provide an itemized list below.

Item with brief description	Cost per unit

1-day

\$139

+ \$10 Administrative Fee

\$10

Class Fee

\$149

If you would like to offer additional classes, please attach and submit additional Proposals to this form.

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- ◆ Independent Contract Instructors will not discriminate against any employee, volunteer, participant or student due to race, religion, creed, color, national origin, gender, sexual orientation, physical or mental handicap, marital status, veteran status or age.

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Signature: William Doyle Date: June 27th, 2024



City of Diamond Bar Recreation Services
1600 Grand Avenue, Diamond Bar, CA 91765
Mailing Address: 21810 Copley Drive, Diamond Bar, CA 91765
909.839.7078 909.839.7070 Fax: 909.612.4580

CLASS PROPOSAL

WIN/SPR 2025 JANUARY-MAY 2025

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Class Title Jr Pickleball Beg to Int

Number of Weeks: 4wks

Class Description So you've been hearing about this pickleball thing and you're ready to give it a shot. This clinic is the perfect pickleball intro for Jr students. Students will learn the basics of the game, including the areas of the court as well as all 4 major strokes: forehand,

Class Location Ronald Reagan Park

Dates Classes not held because of Holiday or Vacation: None

1-day
\$109
+ \$10 Administra- \$10

Class Fee **\$119**

Material Fee (detailed description on reverse side): NONE

Class Minimum: 1 Class Maximum: 12

Special equipment needed by instructor: NA

Desired Start Date	Desired End Date*	Day of Week	Start and End Time	Age Group
Jan 8	Jan 29	Tues	4:00-5:00pm	7-13
Feb 5	Feb 26			"
Mar 5	Mar 26			
Apr 2 Apr 30	Apr 23 May 21			

Instructor Name: Tennis Anyone

Address: 15670 Portenza Dr. Fontana CA, 92336

Phone: (909) 625-2060 Public Usage Ok

Cell: 909 695-5130 rec use only

FAX: _____

Which phone number/email may we release to the public? 909-625-2060 / Questions@TennisAnyone.info

Email: Office use only: CoachBill.Tennispro@gmail.com

Website: www.TennisAnyone.info

Assistant Name: _____

Phone: _____

Please note: All sub-contractors and volunteers working must be fingerprinted

CONTINUE ON REVERSE SIDE

Packet Pg. 241

Material Fee: \$ NONE

If your class has a material fee, please provide an itemized list below.

Item with brief description	Cost per unit

1-day	
\$109	
+ \$10 Administrative Fee	\$10
Class Fee	\$119

If you would like to offer additional classes, please attach and submit additional Proposals to this form.

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- ◆ **All instructors, assistants and substitutes are required to be fingerprinted.**
- ◆ The City handles all registration for classes. Instructors are not permitted to collect fees with the exception of supply fees. 100% of supply fee goes to the instructor.
- ◆ The City will pay the instructor **70%** of the total enrollment fees collected, minus the \$10.00 City administrative fee.
- ◆ Instructors will be required to attend one orientation meeting per year in order to teach with the City.
- ◆ Independent Contract Instructors will not discriminate against any employee, volunteer, participant or student due to race, religion, creed, color, national origin, gender, sexual orientation, physical or mental handicap, marital status, veteran status or age.

I have read and understand the above policies and understand that completing this form is not a confirmation that my class(es) has been approved. I further understand that I must sign an Agreement for Recreation Services Instruction prior to teaching.

Signature: William Doyle **Date:** June 27th, 2024



City of Diamond Bar Recreation Services
1600 Grand Avenue, Diamond Bar, CA 91765
Mailing Address: 21810 Copley Drive, Diamond Bar, CA 91765
909.839.7078 909.839.7070 Fax: 909.612.4580

CLASS PROPOSAL

WIN/SPR 2025 JANUARY-MAY 2025

Proposals must be completely filled out in order to be considered for the Fall 2020 season. Proposals are due by **Wednesday, April 29 at 4 p.m.** to the Diamond Bar Center or via email to MWeeks@DiamondBarCA.gov. If it is a new class, proposals need to include a weekly syllabus. **Late proposals will NOT be accepted.**

Class Title Jr Pickleball Int to Adv

Number of Weeks: 4wks

Class Description This group is perfect for young pickleball players that are already playing games and want to work to build their skill set into a more competitive level. Students will work on game strategy as well as utilizing spins and specialty shots.

Class Location Ronald Reagan Park

Dates Classes not held because of Holiday or Vacation: None

1-day
\$109
+ \$10 Administra- \$10

Class Fee **\$119**

Material Fee (detailed description on reverse side): NONE

Class Minimum: 1 Class Maximum: 12

Special equipment needed by instructor: NA

Desired Start Date	Desired End Date*	Day of Week	Start and End Time	Age Group
Jan 8	Jan 29	Tues	5:00-6:00pm	7-17
Feb 5	Feb 26			"
Mar 5	Mar 26			
Apr 2 Apr 30	Apr 23 May 21			

Instructor Name: Tennis Anyone

Address: 15670 Portenza Dr. Fontana CA, 92336

Phone: (909) 625-2060 Public Usage Ok

Cell: 909 695-5130 rec use only

FAX: _____

Which phone number/email may we release to the public? 909-625-2060 / Questions@TennisAnyone.info

Email: Office use only: CoachBill.Tennispro@gmail.com

Website: www.TennisAnyone.info

Assistant Name: _____

Phone: _____

Please note: All sub-contractors and volunteers working must be fingerprinted

CONTINUE ON REVERSE SIDE

Packet Pg. 243

Material Fee: \$ NONE

If your class has a material fee, please provide an itemized list below.

Item with brief description	Cost per unit

1-day

\$109

+ \$10 Administrative Fee

\$10

Class Fee

\$119

If you would like to offer additional classes, please attach and submit additional Proposals to this form.

PROPOSAL DISCLAIMER

- ◆ Completing this form is **NOT** a confirmation that your class has been approved.
- ◆ Please note that classes will not be held on any City observed holidays without staff approval.
- ◆ No additional classes other than what is advertised in the brochure will be permitted.
- ◆ Classes that are cancelled due to low or no enrollment for two consecutive quarters will no longer be offered.
- ◆ All instructors, assistants and substitutes are required to be fingerprinted.
- ◆ The City handles all registration for classes. Instructors are not permitted to collect fees with the exception of supply fees. 100% of supply fee goes to the instructor.
- ◆ The City will pay the instructor 70% of the total enrollment fees collected, minus the \$10.00 City administrative fee.
- ◆ Instructors will be required to attend one orientation meeting per year in order to teach with the City.
- ◆ Independent Contract Instructors will not discriminate against any employee, volunteer, participant or student due to race, religion, creed, color, national origin, gender, sexual orientation, physical or mental handicap, marital status, veteran status or age.

I have read and understand the above policies and understand that completing this form is not a confirmation that my class(es) has been approved. I further understand that I must sign an Agreement for Recreation Services Instruction prior to teaching.

Signature: William Doyle Date: June 27th, 2024



City of Diamond Bar Recreation Services
1600 Grand Avenue, Diamond Bar, CA 91765
Mailing Address: 21810 Copley Drive, Diamond Bar, CA 91765
909.839.7078 909.839.7070 Fax: 909.612.4580

CLASS PROPOSAL

WIN/SPR 2025 JANUARY-MAY 2025

Proposals must be completely filled out in order to be considered for the Fall 2020 season. Proposals are due by **Wednesday, April 29 at 4 p.m.** to the Diamond Bar Center or via email to MWeeks@DiamondBarCA.gov. If it is a new class, proposals need to include a weekly syllabus. **Late proposals will NOT be accepted.**

Class Title Jr Challenge Pickleball-Int to Adv

Number of Weeks: 4wks

Class Description It's time to use all of those skills you've been honing in this competitive and challenging format. Students will be playing liveball drills and games with the opportunity to compete to move up. It's time to get pickled!!!

Class Location Ronald Reagan Park

Dates Classes not held because of Holiday or Vacation: None

1-day
\$109
+ \$10 Administra- \$10

Class Fee **\$119**

Material Fee (detailed description on reverse side): NONE

Class Minimum: 1 Class Maximum: 12

Special equipment needed by instructor: NA

Desired Start Date	Desired End Date*	Day of Week	Start and End Time	Age Group
Jan 8	Jan 29	Tues	6:00-7:00pm	10-17
Feb 5	Feb 26			"
Mar 5	Mar 26			
Apr 2 Apr 30	Apr 23 May 21			

Instructor Name: Tennis Anyone

Address: 15670 Portenza Dr. Fontana CA, 92336

Phone: (909) 625-2060 Public Usage Ok

Cell: 909 695-5130 rec use only

FAX: _____

Which phone number/email may we release to the public? 909-625-2060 / Questions@TennisAnyone.info

Email: Office use only: CoachBill.Tennispro@gmail.com

Website: www.TennisAnyone.info

Assistant Name: _____

Phone: _____

Please note: All sub-contractors and volunteers working must be fingerprinted

CONTINUE ON REVERSE SIDE

Packet Pg. 245

Material Fee: \$ NONE

If your class has a material fee, please provide an itemized list below.

Item with brief description	Cost per unit

1-day

\$109

+ \$10 Administrative Fee

\$10

Class Fee

\$119

If you would like to offer additional classes, please attach and submit additional Proposals to this form.

PROPOSAL DISCLAIMER

- ◆ Completing this form is **NOT** a confirmation that your class has been approved.
- ◆ Please note that classes will not be held on any City observed holidays without staff approval.
- ◆ No additional classes other than what is advertised in the brochure will be permitted.
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- ◆ All instructors, assistants and substitutes are required to be fingerprinted.
- ◆ The City handles all registration for classes. Instructors are not permitted to collect fees with the exception of supply fees. 100% of supply fee goes to the instructor.
- ◆ The City will pay the instructor 70% of the total enrollment fees collected, minus the \$10.00 City administrative fee.
- ◆ Instructors will be required to attend one orientation meeting per year in order to teach with the City.
- ◆ Independent Contract Instructors will not discriminate against any employee, volunteer, participant or student due to race, religion, creed, color, national origin, gender, sexual orientation, physical or mental handicap, marital status, veteran status or age.

I have read and understand the above policies and understand that completing this form is not a confirmation that my class(es) has been approved. I further understand that I must sign an Agreement for Recreation Services Instruction prior to teaching.

Signature: William Doyle Date: June 27th, 2024

City of Diamond Bar
Bid Results for Project Tennis and Youth Pickleball Instruction Services 2024-2027
Issued on 06/20/2024
Bid Due on July 01, 2024 5:00 PM (PDT)
Exported on 07/09/2024

Line Totals (Unit Price * Quantity)

Item Num	Section	Item Code	Description	Reference
1	Section 1		Tot Tennis Classes Hourly Rate	
2	Section 1		Youth Tennis Classes Hourly Rate	
3	Section 1		Youth Tennis Camps Hourly Rate	
4	Section 1		Youth Semi Private Tennis Hourly Rate	
5	Section 1		Adult Tennis Classes Hourly Rate	
6	Section 1		Adult Semi Private Tennis Hourly Rate	
7	Section 1		Tot Pickleball Classes Hourly Rate	
8	Section 1		Youth Pickleball Classes Hourly Rate	

Unit of Measure	Quantity	Tennis Anyone Inc - Unit Price	Tennis Anyone Inc - Line Total
Hourly	1	\$37.00	\$37.00
Hourly	1	\$34.00	\$34.00
Hourly	1	\$18.00	\$18.00
Hourly	1	\$37.00	\$37.00
Hourly	1	\$34.00	\$34.00
Hourly	1	\$34.00	\$34.00
Hourly	1	\$28.00	\$28.00
Hourly	1	\$28.00	\$28.00
	Subtotal		\$250.00
	Total		\$250.00

Tennis Anyone Inc - Response	Tennis Anyone Inc - Comment
Yes	Hourly rate drops with multi-day registration
Yes	Hourly rate drops with multi-day registration
Yes	
Yes	Hourly rate drops with multi-day registration
Yes	Hourly rate drops with multi-day registration
Yes	Hourly rate drops with multi-day registration
Yes	Hourly rate drops with multi-day registration
Yes	Hourly rate drops with multi-day registration



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/12/2023

5.7.a

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ESP Insurance Brokerage, LLC 306 Main Street Worcester MA 01608		CONTACT NAME: Lauren Quinn PHONE (A/C, No, Ext): (877) 670-2377 FAX (A/C, No): E-MAIL ADDRESS: lauren.kachadorian@espspecialty.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Everest Indemnity Insurance Co.	
		INSURER B: Everest National Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2312630677 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		SI8ML01641-231	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 0
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
	OTHER:						SEXUAL ABUSE \$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB			SI8EX01038-231	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 5,000,000
	☐ CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED \$ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

USPTA Members are insured for General Liability for playing, teaching or officiating in tennis, pickleball and platform tennis or operating a tennis ball machine for practicing or teaching.

Bill Bush
#15347

City of Diamond Bar is included as additional insured with respects the general liability required by written contract.

Insured is covered for Sexual Abuse and Molestation for 1,000,000

CERTIFICATE HOLDER

CANCELLATION

City of Diamond Bar
21810 Copley Drive

Diamond

CA 91765

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: SI8ML01641-231

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Additional Insured Person(s) Or Organization(s):**

City of Diamond Bar, it's officers, agents, employees, and volunteers
 21825 Copley Drive
 Diamond CA 91765

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



(OVER PLEASE)





HOME OFFICE

SAN FRANCISCO

ANNUAL RATING ENDORSEMENT

5.7.a

IT IS AGREED THAT THE CLASSIFICATIONS AND RATES PER \$100 OF REMUNERATION APPEARING IN THE CONTINUOUS POLICY ISSUED TO THIS EMPLOYER ARE AMENDED AS SHOWN BELOW.

CONTINUOUS POLICY 9122845-24

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR LOCAL STATE FUND OFFICE BELOW:

CSC - POLICY AT VACAVILLE
1020 VAQUERO CIRCLE
VACAVILLE, CA 95688
(877) 405-4545

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions agreements or limitations of the Policy other than as herein stated.

When countersigned by a duly authorized officer or representative of the State Compensation Insurance Fund, these declarations shall be valid and form part of the Policy.

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO



CALIFORNIA SHORT-RATE CANCELLATION

HOME OFFICE
SAN FRANCISCO

EFFECTIVE JANUARY 21, 2024 AT 12.01 A.M.
TO JANUARY 21, 2025 AT 12.01 A.M.

9122845-24
RENEWAL
SC
9-61-61-12
PAGE 1 OF 2

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

TENNIS ANYONE, INC
15670 PORTENZA DR
FONTANA, CA 92336

THE INSURANCE UNDER THIS POLICY IS LIMITED AS FOLLOWS:

IT IS AGREED THAT ANYTHING IN THE POLICY TO THE CONTRARY
NOTWITHSTANDING, SUCH INSURANCE AS IS AFFORDED BY THIS
POLICY IS SUBJECT TO THE FOLLOWING PROVISIONS:

IF YOU CANCEL THE POLICY AND A DISCLOSURE WAS PROVIDED IN
ACCORDANCE WITH SECTION 481(C) OF THE CALIFORNIA INSURANCE
CODE, FINAL PREMIUM WILL BE BASED ON THE TIME THIS POLICY
WAS IN FORCE AND INCREASED BY THE SHORT-RATE CANCELLATION
TABLE BELOW:

SHORT-RATE CANCELLATION TABLE

FINAL PREMIUM BASED ON THE TABLE BELOW WILL NOT BE LESS
THAN THE MINIMUM PREMIUM FOR THIS POLICY.

DAYS = EXTENDED NUMBER OF DAYS
% = PERCENTAGE OF FULL POLICY PREMIUM

<u>DAYS</u>	<u>%</u>	<u>DAYS</u>	<u>%</u>	<u>DAYS</u>	<u>%</u>
1	5%	2	6%	3-4	7%
5-6	8%	7-8	9%	9-10	10%
11-12	11%	13-14	12%	15-16	13%
17-18	14%	19-20	15%	21-22	16%
23-25	17%	26-29	18%	30-32	19%
33-36	20%	37-40	21%	41-43	22%
44-47	23%	48-51	24%	52-54	25%
55-58	26%	59-62	27%	63-65	28%

CONTINUED

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JANUARY 23, 2024

Kent R. Va. Carl
AUTHORIZED REPRESENTATIVE

Vernon Steiner
PRESIDENT AND CEO



CALIFORNIA SHORT-RATE CANCELLATION

9122845-24

RENEWAL

SC

9-61-61-12

PAGE 2 OF 2

HOME OFFICE
SAN FRANCISCO

EFFECTIVE JANUARY 21, 2024 AT 12.01 A.M.
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TENNIS ANYONE, INC
15670 PORTENZA DR
FONTANA, CA 92336

CONTINUED.

66-69	29%	70-73	30%	74-76	31%
77-80	32%	81-83	33%	84-87	34%
88-91	35%	92-94	36%	95-98	37%
99-102	38%	103-105	39%	106-109	40%
110-113	41%	114-116	42%	117-120	43%
121-124	44%	125-127	45%	128-131	46%
132-135	47%	136-138	48%	139-142	49%
143-146	50%	147-149	51%	150-153	52%
154-156	53%	157-160	54%	161-164	55%
165-167	56%	168-171	57%	172-175	58%
176-178	59%	179-182	60%	183-187	61%
188-191	62%	192-196	63%	197-200	64%
201-205	65%	206-209	66%	210-214	67%
215-218	68%	219-223	69%	224-228	70%
229-232	71%	233-237	72%	238-241	73%
242-246	74%	247-250	75%	251-255	76%
256-260	77%	261-264	78%	265-269	79%
270-273	80%	274-278	81%	279-282	82%
283-287	83%	288-291	84%	292-296	85%
297-301	86%	302-305	87%	306-310	88%
311-314	89%	315-319	90%	320-323	91%
324-328	92%	329-332	93%	333-337	94%
338-342	95%	343-346	96%	347-351	97%
352-355	98%	356-360	99%	361-365	100%

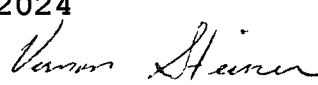
NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JANUARY 23, 2024



AUTHORIZED REPRESENTATIVE



PRESIDENT AND CEO

2029

SCIF FORM 10217 (REV.4-2018)

Packet Pg. 256

OLD DP 217



STATUTORY ACCOUNTING PRINCIPLES
BILL RECEIVABLE

9122845-24

RENEWAL

SC

9-61-61-12

PAGE 1 OF 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE JANUARY 21, 2024 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
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TIME INDICATED AT
PACIFIC STANDARD TIME

TENNIS ANYONE, INC
15670 PORTENZA DR
FONTANA, CA 92336

ANY CONTRADICTION BETWEEN THE POLICY AND THIS ENDORSEMENT
WILL BE CONTROLLED BY THIS ENDORSEMENT.

IT IS AGREED THAT THIS ENDORSEMENT AMENDS SECTION D. OF
PART FIVE OF THE POLICY.

YOUR POLICY HAS BEEN WRITTEN ON QUARTERLY ADJUSTMENT
PERIOD. YOU WILL PAY ALL PREMIUM WHEN DUE.

PAYROLL REPORTS AND PREMIUM ARE DUE WITHIN 10 DAYS (TEN)
AFTER THE LAST DAY OF THE REPORTING PERIOD.

PAYMENT OF OUTSTANDING PREMIUM IS DUE WITHIN 10 DAYS (TEN)
FROM THE BILL DATE.

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JANUARY 23, 2024

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

2089

SCIF FORM 10217 (REV.4-2018)

Packet Pg. 257

OLD DP 217

MEDICAL PROVIDER NETWORKHOME OFFICE
SAN FRANCISCO

EFFECTIVE JANUARY 21, 2024 AT 12.01 A.M.

9122845-24

RENEWAL

SC

9-61-61-12

PAGE 1 OF 3

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

TENNIS ANYONE, INC
15670 PORTENZA DR
FONTANA, CA 92336

ANY CONTRADICTION BETWEEN THE POLICY AND THIS ENDORSEMENT
WILL BE CONTROLLED BY THIS ENDORSEMENT.

THE STATE COMPENSATION INSURANCE FUND MEDICAL PROVIDER
NETWORK IS ESTABLISHED IN ACCORDANCE WITH CALIFORNIA LABOR
CODE 4600 ET SEQ AND APPROVED BY THE CALIFORNIA DIVISION OF
WORKERS' COMPENSATION ADMINISTRATIVE DIRECTOR. THE INTENT
OF THE 2004 LEGISLATION REQUIRING THE ESTABLISHMENT OF THE
MEDICAL PROVIDER NETWORK IS INCREASED EMPLOYER CONTROL OVER
THE COSTS OF TREATING EMPLOYEE WORK RELATED INJURIES AND
DISEASE.

PART FOUR OF THE POLICY, YOUR DUTIES IF INJURY OCCURS, IS
AMENDED AS FOLLOWS:

IT IS AGREED THAT THE POLICYHOLDER SHALL REFER ALL WORK
RELATED INJURIES OR DISEASE TO THE STATE COMPENSATION
INSURANCE FUND MEDICAL PROVIDER NETWORK AT THE TIME OF AN
OCCUPATIONAL INJURY OR UPON KNOWLEDGE OF AN OCCUPATIONAL
INJURY OR DISEASE.

IT IS FURTHER AGREED THAT WHEN AN EMPLOYEE NOTIFIES THE
POLICYHOLDER OF AN OCCUPATIONAL INJURY OR FILES A CLAIM FOR
WORKERS' COMPENSATION WITH THE POLICYHOLDER, THE POLICY-
HOLDER SHALL ARRANGE AN INITIAL MEDICAL EVALUATION AND
BEGIN TREATMENT WITHIN THE MEDICAL PROVIDER NETWORK. THE
POLICYHOLDER SHALL NOTIFY THE EMPLOYEE OF HIS OR HER RIGHT

CONTINUED

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JANUARY 23, 2024

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

2437

MEDICAL PROVIDER NETWORKHOME OFFICE
SAN FRANCISCO

EFFECTIVE JANUARY 21, 2024 AT 12.01 A.M.

9122845-24

RENEWAL

SC

9-61-61-12

PAGE 2 OF 3

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
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PACIFIC STANDARD TIME

TENNIS ANYONE, INC
15670 PORTENZA DR
FONTANA, CA 92336

CONTINUED.

TO BE TREATED BY A PHYSICIAN OF HIS OR HER CHOICE FROM
WITHIN THE MEDICAL PROVIDER NETWORK AFTER THE FIRST VISIT.
THE POLICYHOLDER SHALL NOTIFY EMPLOYEE OF THE METHOD BY
WHICH THE LIST OF PARTICIPATING PROVIDERS MAY BE ACCESSED
BY EMPLOYEES.

IT IS FURTHER AGREED THAT IF AN INJURED EMPLOYEE DISPUTES
EITHER THE DIAGNOSIS OR THE TREATMENT PRESCRIBED BY THE
TREATING PHYSICIAN, THE EMPLOYEE MAY SEEK THE OPINION OF
ANOTHER PHYSICIAN WITHIN THE MEDICAL PROVIDER NETWORK. IF
THE INJURED EMPLOYEE DISPUTES THE DIAGNOSIS OR TREATMENT
PRESCRIBED BY THE SECOND PHYSICIAN, THE EMPLOYEE MAY SEEK
THE OPINION OF A THIRD PHYSICIAN WITHIN THE MEDICAL
PROVIDER NETWORK.

IT IS FURTHER AGREED THAT THIS ENDORSEMENT IN NO WAY
AFFECTS THE RIGHTS OF AN INJURED WORKER TO PREDESIGNATE A
PHYSICIAN. AN EMPLOYEE MUST FILE WRITTEN NOTICE OF THE
PREDESIGNATION WITH THE EMPLOYER PRIOR TO THE DATE OF
INJURY. THE NOTICE MUST INCLUDE THE PHYSICIAN'S SIGNATURE
OF AGREEMENT TO THE PREDESIGNATION, AND THE FOLLOWING
CONDITIONS MUST APPLY:

THE PHYSICIAN IS THE EMPLOYEE'S REGULAR PHYSICIAN.

THE PHYSICIAN IS THE EMPLOYEE'S PRIMARY CARE PROVIDER WHO
HAS PREVIOUSLY DIRECTED THE MEDICAL TREATMENT OF THE

CONTINUED

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JANUARY 23, 2024

AUTHORIZED REPRESENTATIVE
PRESIDENT AND CEO

2437

MEDICAL PROVIDER NETWORKHOME OFFICE
SAN FRANCISCO

EFFECTIVE JANUARY 21, 2024 AT 12.01 A.M.

9122845-24

RENEWAL

SC

9-61-61-12

PAGE 3 OF 3

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

TENNIS ANYONE, INC
15670 PORTENZA DR
FONTANA, CA 92336

CONTINUED.

EMPLOYEE AND RETAINS RECORDS OF THE TREATMENT AND MEDICAL
HISTORY.

THE EMPLOYER PROVIDES THE STAFF WITH NONOCCUPATIONAL GROUP
HEALTH COVERAGE IN A HEALTH-CARE SERVICE PLAN (SUCH AS AN
HMO/PPO PROGRAM) .

OR

THE EMPLOYER PROVIDES NONOCCUPATIONAL HEALTH COVERAGE IN A
GROUP HEALTH PLAN OR A GROUP HEALTH INSURANCE POLICY, PER
LABOR CODE 4616.7.

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
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COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JANUARY 23, 2024

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

2437

STATE
COMPENSATION
INSURANCE
FUND

TERRORISM RISK INSURANCE PROGRAM
REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

9122845-24

RENEWAL

SC

9-61-61-12

PAGE 1 OF 4

HOME OFFICE
SAN FRANCISCO

EFFECTIVE JANUARY 21, 2024 AT 12.01 A.M.
TO JANUARY 21, 2025 AT 12.01 A.M.

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TENNIS ANYONE, INC
15670 PORTENZA DR
FONTANA, CA 92336

THIS ENDORSEMENT ADDRESSES THE REQUIREMENTS OF THE
TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED AND
EXTENDED BY THE TERRORISM RISK INSURANCE PROGRAM
REAUTHORIZATION ACT OF 2019. IT SERVES TO NOTIFY YOU OF
CERTAIN LIMITATIONS UNDER THE ACT, AND THAT YOUR INSURANCE
CARRIER IS CHARGING PREMIUM FOR LOSSES THAT MAY OCCUR IN
THE EVENT OF AN ACT OF TERRORISM.

YOUR POLICY PROVIDES COVERAGE FOR WORKERS COMPENSATION
LOSSES CAUSED BY ACTS OF TERRORISM, INCLUDING WORKERS
COMPENSATION BENEFIT OBLIGATIONS DICTATED BY STATE LAW.
COVERAGE FOR SUCH LOSSES IS STILL SUBJECT TO ALL TERMS,
DEFINITIONS, EXCLUSIONS, AND CONDITIONS IN YOUR POLICY, AND
ANY APPLICABLE FEDERAL AND/OR STATE LAWS, RULES, OR
REGULATIONS.

DEFINITIONS

THE DEFINITIONS PROVIDED IN THIS ENDORSEMENT ARE BASED ON
AND HAVE THE SAME MEANING AS THE DEFINITIONS IN THE ACT. IF
WORDS OR PHRASES NOT DEFINED IN THIS ENDORSEMENT ARE
DEFINED IN THE ACT, THE DEFINITIONS IN THE ACT WILL APPLY.

"ACT" MEANS THE TERRORISM RISK INSURANCE ACT OF 2002, WHICH
TOOK EFFECT ON NOVEMBER 26, 2002, AND ANY AMENDMENTS
THERE TO, INCLUDING ANY AMENDMENTS RESULTING FROM THE
TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF
2019.

CONTINUED

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JANUARY 23, 2024


AUTHORIZED REPRESENTATIVE


PRESIDENT AND CEO

2567

STATE
COMPENSATION
INSURANCE
FUND

TERRORISM RISK INSURANCE PROGRAM
REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

9122845-24

RENEWAL

SC

9-61-61-12

PAGE 2 OF 4

HOME OFFICE
SAN FRANCISCO

EFFECTIVE JANUARY 21, 2024 AT 12.01 A.M.
TO JANUARY 21, 2025 AT 12.01 A.M.

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TENNIS ANYONE, INC
15670 PORTENZA DR
FONTANA, CA 92336

CONTINUED.

"ACT OF TERRORISM" MEANS ANY ACT THAT IS CERTIFIED BY THE SECRETARY OF THE TREASURY, IN CONSULTATION WITH THE SECRETARY OF HOMELAND SECURITY, AND THE ATTORNEY GENERAL OF THE UNITED STATES AS MEETING ALL OF THE FOLLOWING REQUIREMENTS:

- A. THE ACT IS AN ACT OF TERRORISM.
- B. THE ACT IS VIOLENT OR DANGEROUS TO HUMAN LIFE, PROPERTY OR INFRASTRUCTURE.
- C. THE ACT RESULTED IN DAMAGE WITHIN THE UNITED STATES, OR OUTSIDE OF THE UNITED STATES IN THE CASE OF THE PREMISES OF UNITED STATES MISSIONS OR CERTAIN AIR CARRIERS OR VESSELS.
- D. THE ACT HAS BEEN COMMITTED BY AN INDIVIDUAL OR INDIVIDUALS AS PART OF AN EFFORT TO COERCE THE CIVILIAN POPULATION OF THE UNITED STATES OR TO INFLUENCE THE POLICY OR AFFECT THE CONDUCT OF THE UNITED STATES GOVERNMENT BY COERCION.

"INSURED LOSS" MEANS ANY LOSS RESULTING FROM AN ACT OF TERRORISM (AND, EXCEPT FOR PENNSYLVANIA, INCLUDING AN ACT OF WAR, IN THE CASE OF WORKERS COMPENSATION) THAT IS COVERED BY PRIMARY OR EXCESS PROPERTY AND CASUALTY INSURANCE ISSUED BY AN INSURER IF THE LOSS OCCURS IN THE

CONTINUED

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JANUARY 23, 2024


AUTHORIZED REPRESENTATIVE


PRESIDENT AND CEO

2567

STATE
COMPENSATION
INSURANCE
FUND

TERRORISM RISK INSURANCE PROGRAM
REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

9122845-24

RENEWAL

SC

9-61-61-12

PAGE 3 OF 4

HOME OFFICE
SAN FRANCISCO

EFFECTIVE JANUARY 21, 2024 AT 12.01 A.M.
TO JANUARY 21, 2025 AT 12.01 A.M.

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TENNIS ANYONE, INC
15670 PORTENZA DR
FONTANA, CA 92336

CONTINUED.

UNITED STATES OR AT THE PREMISES OF UNITED STATES MISSIONS
OR TO CERTAIN AIR CARRIERS OR VESSELS.

"INSURER DEDUCTIBLE" MEANS, FOR THE PERIOD BEGINNING ON
JANUARY 1, 2021, AND ENDING ON DECEMBER 31, 2027, AN AMOUNT
EQUAL TO 20% OF OUR DIRECT EARNED PREMIUMS DURING THE
IMMEDIATELY PRECEDING CALENDAR YEAR.

LIMITATION OF LIABILITY

THE ACT LIMITS OUR LIABILITY TO YOU UNDER THIS POLICY. IF
AGGREGATE INSURED LOSSES EXCEED \$100,000,000,000 IN A
CALENDAR YEAR AND IF WE HAVE MET OUR INSURER DEDUCTIBLE, WE
ARE NOT LIABLE FOR THE PAYMENT OF ANY PORTION OF THE AMOUNT
OF INSURED LOSSES THAT EXCEEDS \$100,000,000,000; AND FOR
AGGREGATE INSURED LOSSES UP TO \$100,000,000,000, WE WILL
PAY ONLY A PRO RATA SHARE OF SUCH INSURED LOSSES AS
DETERMINED BY THE SECRETARY OF THE TREASURY.

POLICYHOLDER DISCLOSURE NOTICE

1. INSURED LOSSES WOULD BE PARTIALLY REIMBURSED BY THE
UNITED STATES GOVERNMENT. IF THE AGGREGATE INDUSTRY
INSURED LOSSES OCCURRING IN ANY CALENDAR YEAR EXCEED
\$200,000,000, THE UNITED STATES GOVERNMENT WOULD PAY 80%
OF OUR INSURED LOSSES THAT EXCEED OUR INSURER
DEDUCTIBLE.

CONTINUED

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND
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LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JANUARY 23, 2024

Kent R. Va. Carl

Vernon Steiner

2567

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

Packet Pg. 263

STATE
COMPENSATION
INSURANCE
FUND**TERRORISM RISK INSURANCE PROGRAM**
REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

9122845-24

RENEWAL

SC

9-61-61-12

PAGE 4 OF 4

HOME OFFICE
SAN FRANCISCOEFFECTIVE JANUARY 21, 2024 AT 12.01 A.M.
TO JANUARY 21, 2025 AT 12.01 A.M.ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIMETENNIS ANYONE, INC
15670 PORTENZA DR
FONTANA, CA 92336

CONTINUED.

2. NOTWITHSTANDING ITEM 1 ABOVE, THE UNITED STATES
GOVERNMENT WILL NOT MAKE ANY PAYMENT UNDER THE ACT FOR
ANY PORTION.THIS ENDORSEMENT CHANGES THE POLICY TO WHICH IT IS ATTACHED
AND IS EFFECTIVE ON THE DATE ISSUED UNLESS OTHERWISE
STATED.NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND
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COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JANUARY 23, 2024



AUTHORIZED REPRESENTATIVE



PRESIDENT AND CEO

2567



WAIVER OF SUBROGATION
BLANKET BASIS

9122845-24
RENEWAL
SC
9-61-61-12
PAGE 1 OF 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE JANUARY 21, 2024 AT 12.01 A.M.
AND EXPIRING JANUARY 21, 2025 AT 12.01 A.M.

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TENNIS ANYONE, INC
15670 PORTENZA DR
FONTANA, CA 92336

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND
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COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JANUARY 23, 2024


AUTHORIZED REPRESENTATIVE


PRESIDENT AND CEO



EXECUTIVE OFFICERS
MINIMUM/MAXIMUM LIMITS

9122845-24

RENEWAL

SC

9-61-61-12

PAGE 1 OF 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE JANUARY 21, 2024 AT 12.01 A.M.

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TENNIS ANYONE, INC
15670 PORTENZA DR
FONTANA, CA 92336

ANY CONTRADICTION BETWEEN THE POLICY AND THIS ENDORSEMENT
WILL BE CONTROLLED BY THIS ENDORSEMENT.

IT IS AGREED THAT UNLESS OTHERWISE EXCLUDED BY ENDORSEMENT
THE ACTUAL REMUNERATION EARNED BY EACH EXECUTIVE OFFICER
DURING THE POLICY PERIOD SHALL BE USED AS THE BASIS OF
PREMIUM, SUBJECT TO

THE MINIMUM AMOUNT OF \$ 59,800 PER ANNUM

AND THE MAXIMUM AMOUNT OF \$ 154,700 PER ANNUM

AS SPECIFIED IN THE CALIFORNIA WORKERS' COMPENSATION
UNIFORM STATISTICAL REPORTING PLAN, FOR WORKERS'
COMPENSATION INSURANCE IN EFFECT DURING THE POLICY PERIOD.

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY
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COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JANUARY 23, 2024

AUTHORIZED REPRESENTATIVE
PRESIDENT AND CEO

3015



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RENEWAL
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HOME OFFICE
SAN FRANCISCO

EFFECTIVE JANUARY 21, 2024 AT 12.01 A.M.
AND EXPIRING JANUARY 21, 2025 AT 12.01 A.M.

PAGE 1 OF 1

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TENNIS ANYONE, INC

15670 PORTENZA DR
FONTANA, CA 92336

ANY CONTRADICTION BETWEEN THE POLICY AND THIS ENDORSEMENT WILL
BE CONTROLLED BY THIS ENDORSEMENT.

IT IS AGREED THAT THE FOLLOWING CLASSIFICATION(S) IS (ARE)
HEREBY ADDED TO AND MADE A PART OF THIS POLICY.
RATE(S) EFFECTIVE UP TO 1/21/25 -

STANDARD		BASE	INTERIM
CLASS	DESCRIPTION OF WORK	RATE*	BILLING
			RATE*
8870-1	FITNESS INSTRUCTION PROGRAMS OR STUDIOS--ALL EMPLOYEES--INCLUDING RECEPTIONISTS	1.99	2.68

IF THIS CLASSIFICATION CHANGE RESULTS IN INCREASED POLICY PREMIUM,
YOU ARE ENTITLED, AS PROVIDED BY INSURANCE CODE SECTION 11753.1,
TO REQUEST THAT THE CLASSIFICATION DECISION BE RECONSIDERED BY
THE STATE COMPENSATION INSURANCE FUND. PLEASE CONTACT YOUR LOCAL
DISTRICT OFFICE.

*THE BASE RATE IS PROVIDED FOR YOUR INFORMATION. IT IS THE RATE
WHICH STATE COMPENSATION INSURANCE FUND HAS FILED WITH THE
DEPARTMENT OF INSURANCE. THE INTERIM BILLING RATE WILL BE USED
ON PAYROLL REPORTS. IT TAKES INTO ACCOUNT RATING PLAN CREDITS
(OR DEBITS) WHICH WILL APPLY AT FINAL BILLING.

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY
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LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JANUARY 23, 2024

9961

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

Packet Pg. 267



IN REPLY REFER TO:

9122845-24

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY
 INSURANCE POLICY
 STATE COMPENSATION INSURANCE FUND
 Forms and Endorsements Applicable List Policy

FORM NUMBER	FORM DESCRIPTION
10963A	ANNUAL RATING ENDORSEMENT
10217	2029 -ENDORSEMENT AGREEMENT- CALIFORNIA SHORT-RATE CANCELLATION
10217	2089 -ENDORSEMENT AGREEMENT- STATUTORY ACCOUNTING PRINCIPLES - BILL RECEIVABLE
10217	2437 -ENDORSEMENT AGREEMENT- MEDICAL PROVIDER NETWORK ENDORSEMENT
10217	2567 -ENDORSEMENT AGREEMENT- TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
10217	2572 -ENDORSEMENT AGREEMENT- BLANKET WAIVER OF SUBROGATION
10217	3015 -ENDORSEMENT AGREEMENT- EXECUTIVE OFFICERS - MINIMUM/MAXIMUM LIMITS
10217	9961 -ENDORSEMENT AGREEMENT- CLASS AND RATES AMENDED
10610E	POLICY HOLDER NOTICE

9122845-24

**PLEASE KEEP THIS
ENDORSEMENT
WITH YOUR POLICY**

Dear Policyholder:

These endorsements amend and are part of your policy.
Please keep them with your documents for future reference.

If you have any questions concerning these endorsements, Please contact
your local State Fund office.



CONTRACT ROUTING FORM

SECTION 1 – CONTRACT INFORMATION

Contract Manager: Monique Weeks

Legal Vendor Name: Tennis Anyone, Inc.

Project Name: Professional Services Agreement - Tennis & Youth Pickleball Instruction Services

Amendment: ☐ Yes, Amendment # _____ ☐ No

Effective Date: July 16, 2024 Termination Date: June 30, 2025

Extension Options: The City Manager shall have the option to extend this agreement for up to two (2), one (1) year terms.

Not-to-Exceed Amount: \$130,000.00 Is this amount Budgeted?: ☒ Yes ☐ No

Account #: 100520-55320

Exhibits: ☒ "A" - Scope of Work/Compensation
☐ "B" - _____

Bid Information: ☒ Bid Tabulation Sheet ☐ Bidding Exemptions (Sole Source/Emergency/Other)

Approval Authority: ☐ Department Head ☐ City Manager ☒ City Council Approval Date: 7/16/24

SECTION 2 – INSURANCE INFORMATION

REMINDERS:

- * Upon confirmation that certain insurance requirements do not apply, remove specified insurance language from contract before execution.
- * Contract Manager is responsible for updating certificates for multi-year contracts.

REQUIRED:

☒ Yes, as marked below

☐ No

- ☒ General Liability
- ☐ Auto Liability
- ☐ Cyber Liability
- ☐ Excess/Umbrella
- ☒ Workers Comp

- ☒ Additional Insured Endorsement
- ☐ Professional Liability (E&O)
- ☐ Environmental Liability
- ☐ Waiver of Subrogation
- ☐ Other: _____

SECTION 3 – APPROVAL

Department Head Name: _____ Signature: _____ Date: _____

Certificate Of Completion

Envelope Id: AE5F5D0CCC534453B5230B47C1A6015B

Status: Sent

Subject: Complete with DocuSign: Tennis & Youth Pickleball Agreement 24-25.pdf, Exhibit A.pdf, Exhibit A...

Source Envelope:

Document Pages: 55

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Crystal Knox

AutoNav: Enabled

21825 Copley Dr

Enveloped Stamping: Enabled

Diamond Bar, CA 91765-4178

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

cknox@diamondbarca.gov

IP Address: 47.176.65.100

Record Tracking

Status: Original

Holder: Crystal Knox

Location: DocuSign

7/9/2024 11:13:12 AM

cknox@diamondbarca.gov

Signer Events**Signature****Timestamp**

William Bush

coachbill.tennispro@gmail.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:


17A1893FAB714D8...

Sent: 7/9/2024 11:33:49 AM

Viewed: 7/9/2024 12:54:18 PM

Signed: 7/9/2024 12:55:05 PM

Signature Adoption: Pre-selected Style

Using IP Address: 166.199.97.84

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 7/9/2024 12:54:18 PM

ID: b3ac12ae-3f27-457c-9bb4-742d051df80a

Omar Sandoval

osandoval@woodruff.law

Security Level: Email, Account Authentication
(None)

DocuSigned by:


4F8D2446CBF547C...

Sent: 7/9/2024 12:55:07 PM

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Signed: 7/9/2024 3:44:58 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 34.208.136.214

Electronic Record and Signature Disclosure:

Accepted: 8/30/2023 9:27:38 AM

ID: fa17dabd-c770-4ac7-ae93-2ad37854a23a

Ryan Wright

rwright@diamondbarca.gov

Parks and Recreation Director

City of Diamond Bar

Security Level: Email, Account Authentication
(None)

Sent: 7/9/2024 3:45:01 PM

Viewed: 7/9/2024 3:53:02 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Dan Fox

dfox@diamondbarca.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Kristina Santana

ksantana@diamondbarca.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/9/2024 11:33:50 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Diamond Bar (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Diamond Bar:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: rmclean@diamondbarca.gov

To advise City of Diamond Bar of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at rmclean@diamondbarca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Diamond Bar

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to rmclean@diamondbarca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Diamond Bar

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to rmclean@diamondbarca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Diamond Bar as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Diamond Bar during the course of your relationship with City of Diamond Bar.

Agenda #: 5.8
Meeting Date: July 16, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager 

TITLE: **CONSTRUCTION AGREEMENT WITH PTM GENERAL ENGINEERING SERVICES, INC. FOR THE INTERSECTION SAFETY IMPROVEMENTS PROJECT (CIP# TI24301) FUNDED UNDER THE STATE HIGHWAY SAFETY IMPROVEMENT PROGRAM.**

STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

- A. Determine that approving the proposed Project is exempt from the California Environmental Quality Act pursuant to Section 15301(c) of the CEQA Guidelines;
- B. Adopt Resolution No. 2024-28 approving the design plans and specifications for the Intersection Safety Improvements Project (CIP# TI24301); and
- C. Approve, and authorize the Mayor to sign, the Construction Agreement with PTM General Engineering Services, Inc., in the amount of \$251,355, plus a contingency amount of \$50,271 for Contract Change Orders, to be approved by the City Manager, for a total authorization amount of \$301,626.

FINANCIAL IMPACT:

The FY 23/24 Capital Improvement Program (CIP) Budget included \$336,500 for the Intersection Safety Improvements Project's design and construction. The submitted bid, including a 20% contingency, ensures budget adherence and readiness for any unforeseen circumstances.

The City receives State's Highway Safety Improvement Program (HSIP) Funds on a reimbursement basis. As shown in the table below:

Intersection Improvements #TI24301)	Safety Project (CIP	Budget	Encumbrance / Expenditures	Balance

HSIP Grant from the State		\$302,850		\$302,850
Transportation Development Act (TDA); the City's local match		\$33,650		\$336,500
Design Service (provided by Fehr & Peers, on-call)			\$33,600	\$302,900
Construction Cost (PTM General Engineering Services, Inc.)			\$251,355	\$51,545
Construction Contingency (20%)			\$50,271	\$1,274
Project Balance				\$1,274

The \$50,271 contingency allocated for the construction agreement with PTM General Engineering Services, Inc. will only be utilized if unforeseen circumstances necessitate a contract change order. If unused, this amount will be returned to the respective fund balance upon project completion.

BACKGROUND/DISCUSSION:

Using a separate grant funding from the State, the City developed a Local Roadway Safety Plan (LRSP) in compliance with Federal regulations outlined by the State of California. The LRSP serves as a local counterpart to the State's Strategic Highway Safety Plan (SHSP), targeting specific safety requirements within our locality. It comprises a prioritized list of enhancements and strategies aligned with both local needs and the broader statewide safety blueprint.

Recognizing the availability of grant opportunities, notably the HSIP Cycle 11 Grant, which required an LRSP, staff formulated a comprehensive project blueprint that met all grant prerequisites. After approval of the award of the grant in the amount of \$302,850 (with the City matched amount of \$33,650), the Department of Transportation (DOT) allocated \$27,540 in State funds for the Preliminary Engineering (PE) phase/design phase, effective October 1, 2023. This was followed by the approval of an Administering Agency-State Agreement accepting the PE per State requirements at the January 16, 2024 Council meeting, with final approvals from DOT received in February 2024.

The Project proposes improvements at nine (9) signalized intersections (see attached Vicinity Map). The original engineer's estimate of the Project was \$150,000. Therefore, the Public Works Director/City Engineer was authorized to approve the plans and specifications, not requiring Council action. The Project was advertised for bids on PlanetBids on May 14, 2024, with a bid opening scheduled for May 29, 2024. However, no bids were received. Staff then reached out to several potential contractors who had expressed interest in bidding. Upon follow-ups with the contractors, it was found that some contractors decided not to bid, citing ongoing commitments that prevented their participation. Staff consulted with the City Attorney regarding the possibility of

negotiating a contract with a contractor without further bidding. The City Attorney confirmed that this approach is permissible under State Law and our Municipal Code Section 3.25.050 (f).

Staff reached out to PTM General Engineering Services, Inc. (PTM), who has previous experience working with Diamond Bar's traffic improvement projects, and requested a bid proposal. Upon receiving the negotiated bid from the contractor, our team reviewed the bid items alongside the design consultant. Following careful consideration, the consultant confirmed that the bid unit prices were reasonable, particularly given the rising costs of materials and labor. The final negotiated contract amount of \$251,355 was agreed upon. This new proposal requires Council action on both the approval of plans and specifications, and the approval and award of the construction agreement.

Staff verified PTM's contractor state license and confirmed its validity. Additionally, references were checked, and outstanding feedback was received regarding their previous work with other cities and agencies, including the City of Monterey Park and Caltrans District #12 and District #8.

Upon issuance of the Notice to Proceed, PTM will carry out all the required work within a timeframe of thirty (30) working days, pending equipment procurement lead times.

The project schedule is tentatively set as follows:

Award of Contract:	July 2024
Start of Construction:	August 2024
Completion of Construction:	September 2024 (pending equipment procurement lead times)

ENVIRONMENTAL REVIEW:

Staff has determined that this Project is exempt from the California Environmental Quality Act (CEQA) provisions pursuant to the California Code of Regulations, guidelines for the implementation of the CEQA, Section 15301(c) under Class 1 Existing Facilities, Existing Highways and Streets.

LEGAL REVIEW:

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

PREPARED BY:

Christian Malpica
Christian Malpica, Associate Engineer

7/16/2024

REVIEWED BY:



Hal Ghafari, Public Works Manager/Asst. City Engineer

7/9/2024



David G. Liu, Public Works Director/City Engineer

7/10/2024

Attachments:

1. 5.8.a Resolution No. 2024-28
2. 5.8.b PTM Construction Agreement
3. 5.8.c Plans & Specifications
4. 5.8.d HSIP - Vicinity Map

RESOLUTION NO. 2024-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR APPROVING THE PLANS AND SPECIFICATIONS FOR THE INTERSECTION SAFETY IMPROVEMENT PROJECT PURSUANT TO GOVERNMENT CODE SECTION 830.6.

WHEREAS, plans and specifications have been prepared for the Intersection Safety Improvement Project; and

WHEREAS, Government Code Section 830.6 provides design immunity for construction of, or an improvement to, public property where such plan or design has been approved in advance of the construction or improvement; and

WHEREAS, the Project is exempt from review under the California Environmental Quality Act pursuant to Section 15301(c) of the CEQA Regulations.

NOW, THEREFORE, it is found, determined, and resolved by the City Council of the City of Diamond Bar as follows:

SECTION 1: Legislative Intent and Findings.

- A. The City retained Fehr & Peers ("Consultant") as the engineer to design and prepare the plans for the Intersection Safety Improvement Project;
- B. The City Council's approval of the Plans and Specifications for the Project is exempt from the California Environmental Quality Act pursuant to Title 14, California Code of Regulations, Section 15301(c), Existing Facilities;
- C. The Consultant informed the City Engineer that these plans are complete and that construction of the Project may begin;
- D. The City Engineer reviewed the completed design and plans for the Project and agrees with the Consultant that the plans are complete and consistent with the City's standards, and the Project may be constructed; and
- E. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project.

SECTION 2: Design Immunity; Authorization.

- A. The design and plans for the Project are determined to be consistent with the City's standards and are approved.
- B. The approval set forth in this Resolution occurred before actual work on the Project construction commenced.
- C. The approval granted by this Resolution conforms with the City's General Plan.

- D. The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the design and plans approved by this Resolution.
- E. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

SECTION 3: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 4: This Resolution will become effective immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this 16th day of July, 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 duly and regularly passed, approved and adopted by the City Council of the City of Diamond Bar, California, at its regular meeting held on 16th day of July, 2024, by the following vote:

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

Kristina Santana, City Clerk

AGREEMENT

The following agreement ("AGREEMENT") is made and entered into, in duplicate, as of the date executed by the Mayor and attested to by the City Clerk, by and between PTM General Engineering Services, Inc. hereinafter referred to as the "CONTRACTOR" and the City of Diamond Bar, California, hereinafter referred to as "CITY."

WHEREAS, pursuant to Notice Inviting Sealed Bids, bids were received, publicly opened, and declared on the date specified in the notice; and

WHEREAS, CITY accepted the bid of CONTRACTOR PTM General Engineering Services, Inc. and;

WHEREAS, CITY has authorized the Mayor to execute a written contract with CONTRACTOR for furnishing labor, equipment and material for the **INTERSECTION SAFETY IMPROVEMENTS PROJECT (CIP NO. TI24301)** in the City of Diamond Bar.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the **INTERSECTION SAFETY IMPROVEMENTS PROJECT (CIP NO. TI24301)** in the City of Diamond Bar. The work to be performed in accordance with the plans and specifications, dated **May 2024** (The Plans and Specifications) on file in the office of the City Clerk and in accordance with bid prices hereinafter mentioned and in accordance with the instructions of the City Engineer.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The Plans and Specifications are incorporated herein by reference and made a part hereof with like force and effect as if set forth in full herein. The Plans and Specifications, CONTRACTOR'S Bid dated July 2, 2024, together with this AGREEMENT, shall constitute the contract between the parties. This AGREEMENT is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this AGREEMENT, the following order of precedence shall apply: (1) This AGREEMENT; (2) The Plans and Specifications; and (3) Contractor's bid.

3. COMPENSATION: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation in the amount of **two hundred fifty one thousand three-hundred fifty-five dollars and zero cents (\$251,355)** shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other

unknowns or risks of any description connected with the work. Final payment to Contractor shall be withheld for at least 30 days after the time in which Contractor has verified, to the City's satisfaction, that it has submitted all information to the Department of Industrial Relations required by Labor Code §1773.3.

4. TERM OF CONTRACT: CONTRACTOR agrees to complete the work within **thirty (30) working days** from the date of the notice to proceed.

CONTRACTOR agrees further to the assessment of liquidated damages in the amount of seven hundred and fifty dollars (\$750) for each calendar day the work remains incomplete beyond the expiration of the completion date. CITY may deduct the amount thereof from any monies due or that may become due the CONTRACTOR under this AGREEMENT. Progress payments made after the scheduled date of completion shall not constitute a waiver of liquidated damages.

5. INSURANCE: CONTRACTOR shall not commence work under this contract until he has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been obtained. The CONTRACTOR shall take out and maintain at all times during the life of this contract the following policies of insurance:

- a. **Workers' Compensation Insurance:** Before beginning work, the CONTRACTOR shall furnish to the CITY a certificate of insurance as proof that he has taken out full workers' compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

In accordance with the provisions of Section 3700 of the California Labor Code, every CONTRACTOR shall secure the payment of compensation to his employees. The CONTRACTOR, prior to commencing work, shall sign and file with the CITY a certification as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."

- b. For all operations of the CONTRACTOR or any sub-contractor in performing the work provided for herein, insurance with the following minimum limits and coverage:
 - 1) General Liability - \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply

separately to this AGREEMENT or the general aggregate limit shall be twice the required occurrence limit.

- 2) Automobile - \$1,000,000 per accident for bodily injury and property damage.
 - 3) Employer's Liability - \$1,000,000 per accident for bodily injury or disease.
- c. Each such policy of insurance provided for in paragraph b. shall:
- 1) Be issued by an insurance company approved in writing by CITY, which is authorized to do business in the State of California.
 - 2) Name as additional insured the City of Diamond Bar, its officers, agents and employees, and any other parties specified in the bid documents to be so included;
 - 3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insured shall be called upon to cover a loss under the policy;
 - 4) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until thirty (30) days after receipt by CITY of a written notice of such cancellation or reduction of coverage."
 - 5) Otherwise be in form satisfactory to the CITY.
- d. The policy of insurance provided for in subparagraph a. shall contain an endorsement which:
- 1) Waives all right of subrogation against all persons and entities specified in subparagraph 4.c.(2) hereof to be listed as additional insured in the policy of insurance provided for in paragraph b. by reason of any claim arising out of or connected with the operations of CONTRACTOR or any subcontractor in performing the work provided for herein;
 - 2) Provides it shall not be canceled or altered without thirty (30) days' written notice thereof given to CITY.
- e. The CONTRACTOR shall, prior to performing any work under this AGREEMENT, deliver to the City Manager or his designee the original policies of insurance required in paragraphs a. and b. hereof, or deliver to the City Manager or his designee a certificate of the insurance company, showing the issuance of such insurance, and the additional insured and other provisions required herein.

- 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 Owner (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this AGREEMENT. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this AGREEMENT. Should CITY pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR's failure or refusal to do so 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 CONTRACTOR for breach of this AGREEMENT in addition to any other damages incurred by CITY due to the breach.

6. **PREVAILING WAGE:** Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the CONTRACTOR is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public works is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the Office of the City Clerk of the City of Diamond Bar, 21810 Copley Drive, Diamond Bar, California, and are available to any interested party on request. CITY also shall cause a copy of such determinations to be posted at the job site.

CONTRACTOR shall forfeit, as penalty to CITY, not more than two hundred dollars (\$200.00) for each laborer, workman or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this AGREEMENT, by him or by any subcontractor under him.

CONTRACTOR and any of its subcontractors must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, which precludes the award of a contract for a public work on any public works project awarded after April 1, 2015. This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7. **APPRENTICESHIP EMPLOYMENT:** In accordance with the provisions of Section 1777.5 of the Labor Code, and in accordance with the regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the performance of the work.

CONTRACTOR is required to make contribution to funds established for the administrative of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeship trade on such contracts and if other CONTRACTORS on the public works site are making such contributions.

CONTRACTOR and subcontractor under him shall comply with the requirements

of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

8. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and the CONTRACTOR and any sub-contractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

CONTRACTOR shall forfeit, as a penalty to City, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any sub- CONTRACTOR under him, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

9. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each workman needed to execute the work required by this contract as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

10. CONTRACTOR'S LIABILITY: The CITY and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

CONTRACTOR will indemnify Indemnitees against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of CITY. In connection therewith:

- a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.
- b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR

hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.

- c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this AGREEMENT, Contractor shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by CITY may be retained by CITY until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the AGREEMENT and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this AGREEMENT or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

11. NON-DISCRIMINATION: Pursuant to Labor Code Section 1735, no discrimination shall be made in the employment of persons in the work contemplated by this AGREEMENT because of the race, color or religion of such person. A violation of this section exposes the CONTRACTOR to the penalties provided for in Labor Code Section 1735.

12. PAYMENT FUND: A City Council resolution established a Project Payment Account, encumbered money in the current budget, and assigned that money to the Project Payment Account, which is the sole source of funds available for payment of the contract sum set forth in Section 3 of this AGREEMENT. CONTRACTOR understands

and agrees that CONTRACTOR will be paid only from this special fund and if for any reason this fund is not sufficient to pay CONTRACTOR, CONTRACTOR will not be entitled to payment. The availability of money in this fund, and CITY's ability to draw from this fund, are conditions precedent to CITY's obligation to make payments to CONTRACTOR.

13. PRESENTATION OF CLAIMS: Any claim, as that term is defined in Public Contract Code §9204, shall be submitted in accordance with Section 9204 and shall contain a sufficient description of the claim, the basis therefore and documentation in support of the claim. The claim shall be processed as more fully set forth in the Plans and Specifications.

14. TERMINATION: This AGREEMENT may be terminated by the CITY, without cause, upon the giving of a written "Notice of Termination" to CONTRACTOR at least thirty (30) days prior to the date of termination specified in the notice. Upon receipt of such notice, Contractor shall immediately cease work, unless otherwise directed by the Notice of Termination. In the event of such termination, Contractor shall be paid for services satisfactorily rendered and expenses reasonably and necessarily incurred prior to the effective date of termination, unless the Notice of Termination is issued for cause, in which event the City may withhold any disputed compensation. Contractor shall not be entitled to any claim for lost profits.

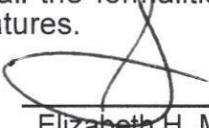
State of California

"CONTRACTOR'S" License No. 891265

CONTRACTOR'S Business Phone: Elizabeth Mendoza 951.722.5678

CONTRACTOR'S emergency phone which can be reached at any time: Brian Mendoza 951.722.5755

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT with all the formalities required by law on the respective dates set forth opposite their signatures.

By: 
 Title: Elizabeth H. Mendoza, President/CFO

Date: 07.02.2024

By: 
 Title: Brian Mendoza, Vice President/Secretary

Date: 07.02.2024

CITY OF DIAMOND BAR, CALIFORNIA

By: _____
 STAN LIU, CITY MAYOR

 Date

ATTEST:

By: _____
 KRISTINA SANTANA, CITY CLERK

 Date

APPROVED AS TO FORM:

 OMAR SANDOVAL, CITY ATTORNEY

 Date

***NOTE:** *If Contractor is a corporation, the City requires the following signature(s):*

- 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

**DEPARTMENT OF PUBLIC WORKS
CITY OF DIAMOND BAR
CALIFORNIA**



**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
INTERSECTION SAFETY IMPROVEMENTS PROJECT
CIP PROJECT NO. TI24301**

All Questions Regarding This Project Are to Be Directed To:

**Christian Malpica
Associate Engineer**

**City of Diamond Bar
(909) 839-7042**

Stan Liu, Mayor
Chia Yu Teng, Mayor Pro Tem
Andrew Chou, Council Member
Ruth M. Lou, Council Member
Steve Tye, Council Member
Daniel Fox, City Manager

May 2024

CITY OF DIAMOND BAR
CONTRACT DOCUMENTS AND SPECIFICATIONS
INTERSECTION SAFETY IMPROVEMENTS PROJECT
CIP PROJECT NO. TI24301



By: _____

Claude T. Strayer, P.E. 86774
Exp: 3/31/2025

5/9/2024

PREPARED BY:

Fehr & Peers
101 Pacifica Suite 300
Irvine, CA 92618
949-308-6300

Proposals will be received online at
<https://www.planetbids.com/portal/portal.cfm?CompanyID=39500> until
2:00 PM on May 29, 2024 for the performance of the above described
services.

TABLE OF CONTENTS

<u>ITEMS</u>	<u>PAGES</u>
PART I - BIDDING AND CONTRACTUAL DOCUMENTS	
NOTICE INVITING SEALED BIDS	1 - 3
INFORMATION FOR BIDDERS	4 - 13
BIDDER'S PROPOSAL	14 - 15
BID SCHEDULE	16 - 18
LIST OF SUBCONTRACTORS	19 - 20
DECLARATION OF ELIGIBILITY TO CONTRACT	21 - 22
BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE	23
CONTRACTOR INDUSTRIAL SAFETY RECORD	24
AFFIDAVIT FOR CO-PARTNERSHIP FIRM	25
AFFIDAVIT FOR CORPORATION BIDDER	26
AFFIDAVIT FOR INDIVIDUAL BIDDER	27
AFFIDAVIT FOR JOINT VENTURE	28
FAITHFUL PERFORMANCE BOND	29 - 30
LABOR AND MATERIAL BOND	31 - 32
BID BOND	33 - 34
CERTIFICATE OF NON-DISCRIMINATION AND AFFIRMATIVE ACTION	35
CERTIFICATE WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS AND SUBCONTRACTS	36
NON-COLLUSION AFFIDAVIT	37
CONTRACT AGREEMENT	38-45
PART II - GENERAL PROVISIONS	GP-1 - GP-14

TABLE OF CONTENTS
(Continued)

PART III- SPECIAL PROVISIONS	SP-1 - SP-10
PART IV - TECHNICAL PROVISIONS	TP-1 - TP-9
PART V - APPENDICES	
APPENDIX A Vicinity Map	
APPENDIX B Improvement Layouts	
APPENDIX C Traffic Signal Plans	

PART I

BIDDING AND CONTRACTUAL DOCUMENTS

**CITY OF DIAMOND BAR
NOTICE INVITING SEALED BIDS FOR
INTERSECTION SAFETY IMPROVEMENTS PROJECT**

CIP PROJECT NO. TI24301

RECEIPT OF PROPOSALS: Proposals will be received online at <http://at/https://www.planetbids.com/portal/portal.cfm?CompanyID=39500> until **2:00 PM on May 29, 2024** for the furnishing of all labor and materials and equipment for the **PROJECT (CIP NO. TI24301)** and other incidental and appurtenant work. No proposal will be considered from a Contractor who is not licensed as either a Class A or C-10 Contractor at time of award in accordance with the provisions of the Contractor's License Law (California Business and Professions Code, Section 7000 et seq.) and rules and regulations adopted pursuant thereto or to whom a proposal form has not been issued by the City of Diamond Bar.

DESCRIPTION OF WORK: The work to be performed or executed under these plans and specifications consists of and includes Installation of nearside supplement traffic signal heads, pedestrian countdown units with accessible Pedestrian Signal (APS) features, re-striping of high visibility crosswalks; and other incidental and appurtenant work necessary for the proper construction of the contemplated improvements, as indicated on the project plans for the Intersection Safety Improvements Project.

COMPLETION OF WORK: All work shall be completed within **thirty (30) working days** after the Notice to Proceed is issued by the City.

ENGINEER'S ESTIMATE: The Intersection Safety Improvement Project is estimated to cost **\$150,000** all in accordance with the provisions of the Plans, Specifications, Notices and Instructions to Bidders.

OBTAINING CONTRACT DOCUMENTS: Plans and Specifications and all contract documents may be obtained at Planet Bids (<https://www.planetbids.com/portal/portal.cfm?CompanyID=39500>).

PROPOSAL GUARANTEE: Each proposal must be accompanied by cash or by a cashier's or certified check or by a bid bond in the amount of ten percent (10%) of the bid price payable to the City of Diamond Bar as a guarantee that the bidder, if his proposal is accepted, will promptly execute the contract, secure payment of Workmen's Compensation Insurance, furnish a satisfactory Faithful Performance Bond in the amount of one hundred percent (100%) of the total bid price, and a Labor and Material Bond in an amount not less than one hundred percent (100%) of the contract price. Said bonds to be secured from a surety company authorized to do business in the State of California, and subject to the approval of the City Attorney.

MINIMUM QUALIFICATIONS OF BIDDERS: Prospective bidders should examine the minimum qualifications found in number 15 of the "Information for Bidders" section, pages 5 through 9. Bidders who do not meet the minimum qualifications should not submit a bid, as the bids will be considered nonresponsive.

PREVAILING WAGE RATE: As required by the California Labor Code, Section 1770 et seq. the City Council of the City of Diamond Bar incorporates herein by reference the general prevailing rate of per diem wages as determined by the Director of Industrial Relations of the State of California. Copies of the prevailing rate of per diem wages are on file in the office of the City Clerk and will be made available to any interested party upon request. In accordance with the Labor Code, no workman employed upon work under this contract shall be paid less than the above referenced prevailing wage rate. A copy of said rates shall be posted at each job site during the course of construction.

The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. and Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment.

CONTRACTOR shall forfeit, as penalty to CITY, not more than two hundred dollars (\$200.00) for each laborer, workman or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this AGREEMENT, by him or by any subcontractor under him.

Any classification omitted herein shall be paid not less than the prevailing wage scale as established for similar work in the particular area, and all overtime shall be paid at the prevailing rates as established for the particular area. Sunday and holiday time shall be paid at the wage rates determined by the Director of Industrial Relations.

CONTRACTOR and any of its subcontractors must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, which precludes the award of a contract for a public work on any public works project awarded after April 1, 2015. This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

PAYMENT: Payment will be made to the Contractor in accordance with the Specifications.

CONTRACTOR ELIGIBILITY VERIFICATION

Prior to awarding a contract, the Contractor's Eligibility will be verified as follows:

1) status with the California Department of Industrial Relations at <http://www.cslb.ca.gov>, <https://efiling.dir.ca.gov>, and 2) eligibility at <http://www.dir.ca.gov/dlse/debar.html> and excluded parties list at the federal System for Award Management (SAM) website <https://www.sam.gov>.

PAYMENT: Payment will be made to the Contractor in accordance with the Specifications.

RETENTION OF RECORDS RELEVANT TO AUDITS AND REVIEWS: The Contractor and subcontractors working in the City of Diamond Bar must retain records pertaining to said project for a minimum of five (5) years. Records to be retained include but are not limited to documents regarding payroll, change orders, field directives, as-built plans, etc.

CITY'S RIGHTS RESERVED: The City of Diamond Bar reserves the right to reject any and all proposals or bids, should it deem this necessary for the public good, and also the bid of the bidder who has been delinquent or unfaithful in any former contract with the City of Diamond Bar. No bidder may withdraw his bid for a period of **thirty (30) days** after the date of the bid opening.

BID AWARD: Subject to the reservations noted above, the contract will be awarded to the lowest responsible bidder.

CITY OF DIAMOND BAR, CALIFORNIA

DATE: 5/13/2024



By: David G. Liu, P.E.
Public Works Director/City Engineer

INFORMATION FOR BIDDERS

1. PREPARATION OF BID FORM: The City invites bids on the form attached to be submitted at such time and place as is stated in the Notice Inviting Sealed Bids. All bids should be made in accordance with the provisions of the Standard Specifications for Public Works Construction, Latest Edition (with all supplements). All blanks on the bid form must be appropriately filled in. All bids shall be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that the bid is received in the proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

2. PROPOSAL GUARANTEE: Each proposal shall be accompanied by cash or by a cashier's or certified check or by a bid bond in the amount of not less than ten percent (10%) of the amount named in the proposal. Said check or bond shall be made payable to the City Clerk of the City of Diamond Bar and shall be given as a guarantee that the bidder, if awarded the work, will enter into a contract within ten (10) days after written notice of the award and will furnish the necessary bonds as hereinafter provided. In case of refusal or failure to enter said contract, the check or bond, as the case may be, shall be forfeited to the City. No bidder's bond will be accepted unless it conforms substantially to the form furnished by the City, which is bound herein, and is properly filled out and executed.

3. 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.

4. MODIFICATIONS: Changes in or addition to the bid form, recapitulations of the work bid upon, alternative proposals or any other modifications of the bid form which is not specifically called for in the contract documents may result in the Owner's rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted will be considered. The bid submitted must not contain any erasures, interlineation, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.

5. DISCREPANCIES IN THE PROPOSALS: In case of discrepancy between words and figures, the words shall prevail. If the amounts bid on individual items (if called for) do not in fact add to the

total amount shown by the bidder, the correctly added total of the individual items shall prevail over the total figure shown. The estimated quantities and amounts are for the purpose of comparison of bids only. The City Council of the City of Diamond Bar reserves the right to reject any or all bids and to waive any irregularity or informality in any bid to the extent permitted by law.

6. BIDDER'S EXAMINATION OF SITE: Each bidder shall examine carefully the site of the proposed work and the contract documents therefore. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered as to the character, quality, and quantity of materials to be furnished, and as to the requirements of the contract, specifications and drawings. The name of the individual who examined the site of the work and the date of such examination shall be stated in the proposal.

By submitting a bid, the bidder will be held to have personally examined the site and the drawings, to have carefully read the specifications, and to have satisfied himself as to his ability to meet all the difficulties attending the execution of the proposed contract before the delivery of his proposal, and agrees that if he is awarded the contract, he will make no claim against the City of Diamond Bar based on ignorance or misunderstanding of the contract provisions.

7. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids.
8. INSURANCE AND BONDS: The Contractor shall not commence work under this contract until he has secured all insurance and bonds required under this section nor shall he allow any subcontractor to commence work on this subcontract until all similar insurance issued in compliance with this section shall be issued in the form, and be an insurer of the insurers, satisfactory to and first approved by the City in writing. Certificates of Insurance in the amounts required shall be furnished by the Contractor to the City prior to the commencement of work.

The Contractor shall maintain adequate Workmen's Compensation Insurance under the laws of the State of California for all labor employed by him or by any subcontractor under him who may come within the protection of such Workmen's Compensation Insurance laws.

The Contractor shall maintain public liability insurance to protect said Contractor and the City against loss from liability imposed by law, for damages on account of bodily injury, including death resulting therefrom, suffered or alleged to have been suffered by any person or persons, other than employees, resulting directly or indirectly from the performance or execution of this contract or any subcontract thereunder, and also to protect said Contractor and the City against loss from liability imposed by law, for damage to any property. Damage insurance shall be maintained by the Contractor in full force and effect during the entire period of performance under this contract, in the amount of not less than \$2,000,000 for one person injured in the accident and in the amount of not less than \$2,000,000 for more than one person injured in one accident and in the amount of not less than \$1,000,000 with respect to any property damage aforesaid.

The Contractor shall secure with a responsible corporate surety, or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor of all requirements under the contract and upon the payment of claims of materials, men and laborers thereunder. The Faithful Performance Bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payment to be made under the contract computed on the basis of the prices stated in the proposal. The Labor and Material Bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the proposal.

9. INTERPRETATION OF PLANS AND DOCUMENTS: If any person contemplating submitting a bid for proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings and specifications, he may submit to the City a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by Addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract document. No person is authorized to make any oral interpretation of any provision in the contract documents to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation.
10. DISQUALIFICATION OF BIDDERS: More than one proposal from an individual, firm partnership, corporation, or association under the same or different names, will not be considered. Reasonable

grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future proposals.

No award will be made to any bidder who cannot give satisfactory assurance as to his ability to carry out the Contract, both from his financial rating and by reason of his previous experience as a Contractor on work of the nature contemplated in the Contract. The bidder may be required to submit his record of work of similar nature to that proposed under these specifications, and unfamiliarity with the type of work may be sufficient cause for rejection of the bid.

11. INELIGIBLE SUBCONTRACTORS: The successful bidder shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
12. AWARD OF CONTRACT: No proposal will be considered from a Contractor who is not licensed as a Class A or Class C-10 contractor at time of award in accordance with the provisions of the Contractor's License Law (California Business and Professions Code, Section 7000 et seq.) and rules and regulations adopted pursuant thereto or to whom a proposal form has not been issued by the City of Diamond Bar. The City may award the Contract to the lowest responsible bidder on the total base bid. Bids will be compared on the basis of the lowest possible cost relative to the alternate or alternates selected and the Contract, if awarded, will be awarded to a responsible bidder whose proposal complies with the requirements of these specifications. The award, if made, will be made within ninety (90) calendar days after the opening of the proposals; provided that the award may be made after said period of the successful bidder shall not have given the City written notice of the withdrawal of his bid.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Public Contract Code §4104, or engage in the performance of any contract for public work, as defined in the Public Contract Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code §1771.1 for an unregistered contractor to submit a bid that is authorized by Business and Professions Code § 7029.1 or by Public Contract Code §§ 10164 and 20103.5, provided

the contractor is registered to perform public work pursuant to Labor Code § 1725.5 at the time the contract is awarded.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The prime contractor is required to post job site notices as prescribed by regulation pursuant to Labor Code § 1771.4 and all contractors must secure the payment of compensation to its employees pursuant to Labor Code § 3700.

13. ALTERNATES: If alternate bids are called for, the Contract may be awarded at the election of the governing board to the lowest responsible bidder on the base bid, or on the base bid and any specified alternate(s).
14. COMPETENCY OF BIDDERS: In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder including qualifications, references, proper licensing, adequate workforce and experience for the performance of the work covered by the proposal.
15. QUALIFICATION OF BIDDERS: Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. A statement setting forth his/her experience shall be submitted by each bidder on the EXPERIENCE STATEMENT form provided.

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 three years. Only projects in excess of \$200,000 each qualify as similar for this project.

1. Project Title Traffic Signal Imp at Covina Blvd & Barranca Ave.
Contract Amount 541,041.00
Type of Work Traffic Signal Improvements
Client City of Covina 125 E. College St. Covina, CA 91723
Agency Project Manager Mr. Rafael Fajardo, PE Phone 626.384.5490
Date Completed 03.2024 % Subcontracted 16

2. Project Title Traffic Signal Imp. at the Intersection of Atlantic Ave. & Carlin
Contract Amount 474,047.00
Type of Work Traffic Signal Imp.
Client City of Lynwood
Agency Project Manager Mr. Mir Fattahi, PE Phone 949.351.6505
Date Completed 05.2024 % Subcontracted 9

3. Project Title Traffic Signal Imp. Cycle 7
Contract Amount 1,035,500.00
Type of Work Traffic Signal Imp.
Client City of Monterey Park
Agency Project Manager Mr. Okan Demirci, PE Phone 714.319.6137
Date Completed 01.2024 % Subcontracted 18

NOTE: If requested by the City, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

PTM General Engineering Services, Inc.

Bidder's Signature _____

Elizabeth H. Mendoza, President/CFO

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 three (3) 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 three (3) 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.

2. License classification shall be as required by the contract specifications.

3. The Contractor shall have three (3) years of experience in the construction of ADA compliant curb ramps and CDBG work.

4. The Contractor shall perform at least 50% of contract with its own forces.

16. LISTING SUBCONTRACTORS: Each bidder shall submit a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Government Code Section 4100 and following). Forms for this purpose are furnished with the contract documents. The name and location of business of any subcontractor who will perform work exceeding 1/2 of 1% of the prime contractor's total bid or ten thousand dollars (\$10,000.00), whichever is greater, must be submitted with the bid. Any other information regarding the foregoing subcontractors that is required by City to be submitted may be submitted with the bid, or may be submitted to City up to 24 hours after the deadline established herein for receipt of bids. The additional information must be submitted by the bidder to the same address and in the same form applicable to the initial submission of bid.
17. WORKER'S COMPENSATION: In accordance with the provisions of Section 3700 of the Labor Code, the Contractor shall secure the payment of compensation to his employees. The Contractor shall sign and file with the City the following certificate prior to performing the work under this contract: **"I am aware of the provisions of Section 3700 of the Labor Code which require**

compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as part of the contract documents.

18. BID DEPOSIT RETURN: Deposits of three or more low bidders, the number being at the discretion of the City, will be held for ninety (90) days or until posting by the successful bidder of the Bonds required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be returned after consideration of the bids.
19. EXECUTION OF CONTRACT: The bidder to whom award is made shall execute a written contract with the City on the agreement form provided, and shall secure all insurance and bonds as herein provided within ten (10) days from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee.

If the successful bidder refuses or fails to execute the Contract, the City may award the Contract to the next lowest responsible bidder or re-advertise. On the failure or refusal of the lowest responsible bidder or next lowest responsible bidder to execute the Contract, such bidder's guarantees shall be likewise forfeited to the City.

20. "OR EQUAL": Pursuant to Division 5, Chapter 4, Article 4 (commencing at #4380) Government Code, all specifications shall be deemed to include the words "or equal", provided however that permissible exceptions hereto shall be specifically noted in the specifications.
21. EMPLOYMENT OF APPRENTICES: Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative Code, Section 200 seq. to ensure compliance and complete understanding of the law regarding apprentices. The Contractor and any subcontractor under him shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code section, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist. In addition to the above State Labor Code Requirements regarding the employment of apprentices and trainees, the Contractor and

all subcontractors shall comply with Section 5 a. 3, Title 29 of the Code of Federal Regulations (29CFR).

22. EVIDENCE OF RESPONSIBILITY: Upon the request of the City, a bidder whose bid is under consideration for the award of the Contract shall submit promptly to the City satisfactory evidence showing the bidder's financial resources, his construction experience, and his organization and plant facilities available for the performance of the contract.
23. WAGE RATES: The Contractor and/or subcontractor shall pay wages as indicated in the "Notice Inviting Sealed Bids" section of these specifications. The Contractor shall forfeit as penalty to the City of Diamond Bar, two hundred dollars (\$200.00) for laborers, workmen, or mechanics employed for each calendar day, or portion thereof, if such laborer, workman or mechanic employed is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of Labor Code, and in particular, Sections 1770 to 1781 inclusive. Copies of all collective bargaining agreements relating to the work as set forth in the aforementioned Labor Code are on file with the Department of Industrial Relations, Division of Labor Statistics and Research.
24. PERMITS, FEES AND LICENSES: The Contractor shall possess a valid business license prior to the issuance of the first payment made under this Contract. Any work required within Caltrans right-of-way will require a separate permit to be obtained by the Contractor.
25. TIME OF COMPLETION AND LIQUIDATED DAMAGES: Bidder must agree to commence work on or before the date of written "Notice to Proceed" of the City and to fully complete the project within **thirty (30) working days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of seven hundred fifty dollars (\$750.00) for each calendar day thereafter.
26. CLAIMS FILING AND PROCESSING: The City and Bidder agree to attempt to orally resolve any disputes which may give rise to a claim (hereafter, "Claim") that falls within the definition of Public Contract Code section 9204 (hereafter, "Section 9204"). If these efforts are unsuccessful, the City and Bidder shall process the Claim in accordance with Section 9204. In summary, if the Bidder decides to submit a Claim to the City, it shall be sent by registered or certified mail, return receipt requested, together with reasonable documentation to support the Claim. A Claim may include a Claim by a subcontractor or

a lower tier subcontractor meeting the requirements of Section 9204(d)(5). Within 45 days of receipt of the Claim, or any extension thereof agreed upon by the City and the Bidder, the City will conduct a reasonable review of the Claim and provide the Bidder with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Payment of any undisputed portion of the Claim shall be made within 60 days after the City issues its written statement. If the City does not provide a written statement within the time specified, the Claim shall be deemed rejected.

If the Bidder disputes the City's written statement or if the Claim is deemed rejected, the Bidder may demand in writing by registered or certified mail to the City, return receipt requested, an informal conference to meet and confer in an effort to settle the disputed portion of any Claim. Within 30 days of receipt of such written demand, the City shall schedule a meet and confer conference.

If any portion of the Claim remains in dispute after the conference, the City shall, within 10 City business days of the conclusion of the conference, provide the Bidder with a written statement identifying any portion that remains in dispute and any portion that is undisputed. Payment of any undisputed portion shall be made within 60 days after the City issues its written statement. Any remaining disputed portion shall be submitted to nonbinding mediation in accordance with Section 9204(c)(2)(B), unless the Bidder and City waive the mediation upon mutual written agreement.

27. CONFLICT OF INTEREST: In the procurement of supplies, equipment, construction and services by sub-recipients, the conflict of interest provision including, but not limited to, 2 CFR part 200, Subpart B, 200.112, 24 CFR Part 570.611 and 24 CFR part 85, Section 85.36 (b), respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection or in award of administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

BIDDER'S PROPOSAL
CITY OF DIAMOND BAR
INTERSECTION SAFETY IMPROVEMENTS PROJECT

CIP PROJECT NO. TI24301

Date July 2nd, 2024

To the City Council of the City of Diamond Bar:

The Undersigned hereby declares:

- (a) That the only persons or parties interested in this proposal as principals are the following:

Elizabeth H. Mendoza, President/CFO

Brian Mendoza, Vice President/Secretary

(If the bidder is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a co-partnership, give the name, under which the co-partnership does business, and the names and addresses of all co-partners. If an individual, state the name under which the contract is to be drawn.)

- (b) That this proposal is made without collusion with any person, firm or corporation.
- (c) That he has carefully examined the location of the proposed work and has familiarized himself with all of the physical and climatic conditions, and makes this bid solely upon his own knowledge.
- (d) That by submitting this Bidder's Proposal, he acknowledges receipt and knowledge of the contents of those communications sent by the City of Diamond Bar to him at the address furnished by him to the City of Diamond Bar when this proposal form was obtained.
- (e) That he has carefully examined the specifications, both general and detail, and the drawings attached hereto, and communications sent to him as aforesaid, and makes this proposal in accordance therewith.
- (f) That, if this bid is accepted he will enter into a written contract for the performance of the proposed work with the City of Diamond Bar.

- (g) That he proposes to enter into such Contract and to accept in full payment for the work actually done thereunder the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are estimates and that the unit prices will apply to the actual quantities whatever they may be.

Accompanying this proposal is a certified or cashier's check or bidder's bond, payable to the order of the City of Diamond Bar in the sum of 10% of total bid amount.
Bidder's Bond DOLLARS (\$ _____).

Said bidder's bond has been duly executed by the undersigned bidder and by a financially sound surety company authorized to transact business in this state.

It is understood and agreed that should the bidder fail within ten (10) days after award of contract to enter into the contract and furnish acceptable surety bonds, then the proceeds of said check, or bidder's bond, shall become the property of the City of Diamond Bar; but if this Contract is entered into and said bonds are furnished, or if the bid is not accepted then said check shall be returned to the undersigned, or the bidder will be released from the bidder's bond.

PTM General Engineering Services, Inc.

5942 Acorn St.

Address of Bidder

Riverside, CA 92504

City

Zip Code

951.722.5678

Telephone of Bidder

Signature of Bidder

Elizabeth H. Mendoza
 President/CFO

BID SCHEDULE

CITY OF DIAMOND BAR
 CONTRACT DOCUMENTS AND SPECIFICATIONS
 INTERSECTION SAFETY IMPROVEMENTS PROJECT
 CIP PROJECT NO. TI24301

BASE BID SCHEDULE

ITEM NO.	EST. QUANT.	UNIT	DESCRIPTION WRITTEN IN WORDS	UNIT PRICE	AMOUNT
1	1	LS	Furnish and install intersection improvements at Diamond Bar Blvd and Golden Springs Dr per Appendix B - Traffic Signal Plans	\$19,800.00	\$19,800.00
2	1	LS	Furnish and install intersection improvements at Diamond Bar Blvd and Sunset Crossing Rd per Appendix B - Traffic Signal Plans	\$28,500.00	\$28,500.00
3	1	LS	Furnish and install intersection improvements at Diamond Bar Blvd and Grand Ave per Appendix B - Traffic Signal Plans	\$35,000.00	\$35,000.00
4	1	LS	Furnish and install intersection improvements at Diamond Bar Blvd and Pathfinder Rd per Appendix B - Traffic Signal Plans	\$14,600.00	\$14,600.00
5	1	LS	Furnish and install intersection improvements at Diamond Bar Blvd and Brea Canyon Rd per Appendix B - Traffic Signal Plans	\$21,800.00	\$21,800.00
6	1	LS	Furnish and install intersection improvements at Brea Canyon Rd and Golden Springs Dr per Appendix B - Traffic Signal Plans	\$42,755.00	\$42,755.00
7	1	LS	Furnish and install intersection improvements at Golden Springs Dr and Carpio Dr per Appendix B - Traffic Signal Plans	\$16,400.00	\$16,400.00
8	1	LS	Furnish and install intersection improvements at	\$32,200.00	\$32,200.00

			Grand Ave and Summitridge Dr per Appendix B - Traffic Signal Plans		
9	1	LS	Furnish and install intersection improvements at Pathfinder Rd and Brea Canyon Rd per Appendix B - Traffic Signal Plans	\$25,300.00	\$25,300.00
10	1	LS	Mobilization	\$6,000.00	\$6,000.00
11	1	LS	Traffic control	\$9,000.00	\$9,000.00

BASE BID SCHEDULE ITEMS:

TOTAL AMOUNT (IN FIGURES)→

\$251,355.00

BASE BID SCHEDULE TOTAL AMOUNT (WRITTEN IN WORDS): _____

Two hundred & fifty one thousand, three hundred & fifty five dollars zero 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 Bidder's Bond

(Insert "\$ 10% of total bid amount 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.

PTM General Engineering Services, Inc.

07.02.2024

NAME OF BIDDER (PRINT)

SIGNATURE

DATE

Elizabeth H. Mendoza, President/CFO

5942 Acorn St.

ADDRESS

Riverside, CA 92504

CITY

ZIP CODE

TELEPHONE

891265 Class A; C10

STATE CONTRACTOR LICENSE NO. AND CLASSIFICATION

I declare under penalty of Perjury of the laws of the State of California
that the representations made herein are true and correct in accordance
with the requirements of California Business and Professional Code
Section 7028.15.

Elizabeth H. Mendoza
President/CFO

CONTRACTOR SIGNATURE OR AUTHORIZED OFFICER

LIST OF SUBCONTRACTORS *

BID OPENING DATE 7.2.24PROJECT Intersection Safety Improvements PROJECT NO. CIP TI24301LOCATION Diamond Bar, CACLIENT City of Diamond BarCONTRACTOR PTM General Engineering Services, Inc.

Name Under Which Subcontractor is Licensed	License No.	Address of Office, Mail, or Shop	Percent of Total Contract	Specific Description of Subcontract
Cal Stripe	685387	2040 E. Steel Rd. Colton, CA 92324	17	Striping
	DIR 1000001	100		

* In compliance with the provisions of the Public Contract Code Section 4104, the undersigned bidder herewith sets forth the name, location of the place of business, and California contractor

license of each Subcontractor - who will perform work or labor or render service to the Prime Contractor, specially fabricates and installs a portion of the work or improvement necessary to complete construction contained in the plans and specifications, in an amount in excess of one-half ($1/2$) of one percent (1%) of the General Contractor's total base bid amount or, in the case of bids or offers for the construction of streets or highways, including bridges in excess of one-half of 1 percent (0.5%) of the Prime Contractor's total base bid or ten thousand (\$10,000.00), whichever is greater, and the portion of the work which will be done by each Subcontractor.

DECLARATION OF ELIGIBILITY TO CONTRACT

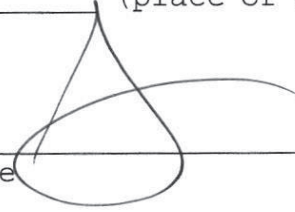
[Labor Code Section 1777.1; Public Contract Code Section 6109]

The undersigned, a duly authorized representative of the contractor, certifies and declares that:

1. The contractor is aware of Sections 1777.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1777.1 or 1777.7 of the California Labor Code or another provision of law.
3. The contractor is aware of California Public Contract Code Section 6109, which states:
 - (a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
 - (b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.
4. The contractor has investigated the eligibility of each and every subcontractor the contractor intends to use on this public works

project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code Sections 1777.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this day of July 2nd, 2024, at Riverside, CA (place of execution).



Signature

Name: Elizabeth H. Mendoza

Title: President/CFO

Name of Contractor:

PTM General Engineering Services, Inc.

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

In accordance with Government Code Section 14310.5 and in conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

Has the Bidder, any officer, principal or employee of the Bidder who has a proprietary interest in the business of the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a federal, state or local government project because of violation of law or a safety regulation?

YES _____

NO XX _____

If the answer is yes, explain the circumstances in the following space:

STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than on final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

AFFIDAVIT FOR CO-PARTNERSHIP FIRM

STATE OF CALIFORNIA)
) SS
 COUNTY OF LOS ANGELES)

_____, being first duly sworn, deposes and says:

That he is a member of the co-partnership firm designated as

which is the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the City of Diamond Bar or any person interested in the proposed contract, for himself or for any other person.

That he has been and is duly vested with authority to make and sign instruments for the co-partnership by

who constitute the other members of the co-partnership.

 Signature

Subscribed and sworn
 to before me this

_____ day of _____, 20____

 Signature of Officer Administering Oath
 (Notary Public)

AFFIDAVIT FOR CORPORATION BIDDER

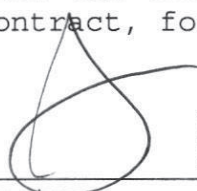
STATE OF CALIFORNIA)
) SS
 COUNTY OF LOS ANGELES)

Elizabeth H. Mendoza, being first
 duly sworn, deposes and says:

That he is President/CFO

of, PTM General Engineering Services, Inc.

a corporation which is the party making the foregoing proposal or bid;
 that such bid is genuine and not collusive or sham; that said bidder
 has not colluded, conspired, connived or agreed, directly or indirectly,
 with any other bidder or person to put in a sham bid or that such other
 person shall refrain from bidding; and has not in any manner sought by
 collusion to secure any advantage against the City of Diamond Bar or
 any person interested in the proposed contract, for himself or for any
 other person.



 Signature

Elizabeth H. Mendoza
 President/CFO

Subscribed and sworn
 to before me this

_____ day of _____, 20____

 Signature of Officer Administering Oath
 (Notary Public)

See Attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of LOS ANGELES)

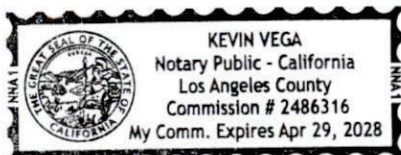
On 7.2.24 before me, Kevin Edward Vega, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Elizabeth H. Mendoza
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

AFFIDAVIT FOR INDIVIDUAL BIDDER

STATE OF CALIFORNIA)
) SS
 COUNTY OF LOS ANGELES)

_____, being first
 duly sworn, deposes and says:

That he is the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the City of Diamond Bar or any person interested in the proposed contract, for himself or for any other person.

 Signature

Subscribed and sworn
 to before me this

_____ day of _____, 20____

 Signature of Officer Administering Oath
 (Notary Public)

AFFIDAVIT FOR JOINT VENTURE

STATE OF CALIFORNIA)
) SS
 COUNTY OF LOS ANGELES)

_____ being first
 duly sworn, deposes and says:

That he _____
 of, _____

one of the parties submitting the foregoing bid as a joint venture and
 that he has been and is duly vested with the authority to make and sign
 instruments for and on behalf of the parties making said bid who are:

 _____;

that such bid is genuine and not collusive or sham; that said bidder
 has not colluded, conspired, connived or agreed, directly or indirectly,
 with any other bidder or person to put in a sham bid or that such other
 person shall refrain from bidding; and has not in any manner sought by
 collusion to secure any advantage against the City of Diamond Bar or
 any person interested in the proposed contract, for himself or for any
 other person.

 Signature

Subscribed and sworn
 to before me this

_____ day of _____, 20____

 Signature of Officer Administering Oath
 (Notary Public)

BOND No. _____

ISSUED IN TWO (2) ORIGINAL COUNTERPARTS

BOND NUMBER 764547

PREMIUM:\$3,620.00 IS SUBJECT TO
CHANGE BASED ON FINAL
CONTRACT PRICE.

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that, WHEREAS the City of Diamond
Bar ("City"), has awarded to PTM GENERAL ENGINEERING SERVICES, INC.
5942 ACORN ST. RIVERSIDE, CA 92504

(Name and address of Contractor)

("Principal"), a contract (the "Contract") for the work described as
follows:

INTERSECTION SAFETY IMPROVEMENTS PROJECT - CIP PROJECT NO. T124301

WHEREAS, Principal is required under the terms of the Contract to
furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

NATIONWIDE MUTUAL INSURANCE COMPANY

ONE WEST NATIONWIDE BLVD. FSSC-RR, COLUMBUS, OH 43215-2220

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State
of California, as Surety, are held and firmly bound unto City in the

penal sum of TWO HUNDRED FIFTY ONE THOUSAND THREE HUNDRED FIFTY FIVE NO/100

Dollars (\$ 251,355.00), this amount being not less than the total
contract price, in lawful money of the United States of America, for
the payment of which sum well and truly to be made, we bind ourselves,
our heirs, executors, administrators, successors, and assigns, jointly
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded
Principal, his, her, or its, heirs, executors, administrators,
successors or assigns, shall in all things stand to and abide by, and
covenants, conditions and agreements in the Contract and any alteration
thereof made as therein provided, on the Principal's part to be kept
and performed, all within the time and in the manner therein specified,
and in all respects according to their true intent and meaning, and
shall indemnify and hold harmless City, its officers, agents, and others
as therein provided, then this obligation shall become null and void;
otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City is the principal beneficiary of this bond and has rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: JULY 2ND, 2024

"Principal"

"Surety"

PTM GENERAL ENGINEERING SERVICES, INC.

NATIONWIDE MUTUAL INSURANCE COMPANY

By:  Elizabeth H. Mendoza
 Its President / CFO

By:  Britton Christiansen
 Its BRITTON CHRISTIANSEN, ATTORNEY-IN-FACT

By:  Byron Mendoza
 Its Vice President / Secretary

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.

(Seal)

(Seal)

APPROVED AS TO SURETY AND
 PRINCIPAL AMOUNT

By: _____
 Insurance Administrator

BOND No. 764547

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

PHILIP E VEGA, MYRNA F SMITH, KEVIN VEGA, BRITTON CHRISTIANSEN

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

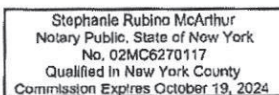


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

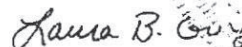



Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 2ND day of JULY, 2024.



Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)

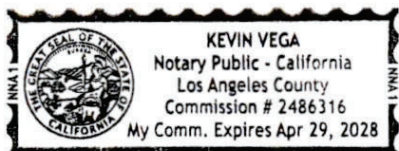
On 7.2.24 before me, Kevin Edward Vega, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Brian Mendoza
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

ISSUED IN TWO (2) ORIGINAL COUNTERPARTS

BOND NUMBER 764547

PREMIUM IS INCLUDED IN
PERFORMANCE BOND.PAYMENT BOND
(LABOR AND MATERIAL)

KNOW ALL PERSONS BY THESE PRESENTS that, WHEREAS the City of Diamond Bar ("City"), has awarded to PTM GENERAL ENGINEERING SERVICES, INC.
5942 ACORN ST. RIVERSIDE, CA 92504

(Name and address of Contractor)

("Principal"), a contract (the "Contract") for the work described as follows:

INTERSECTION SAFETY IMPROVEMENTS PROJECT - CIP PROJECT NO. T124301

WHEREAS, Principal is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Principal, and

NATIONWIDE MUTUAL INSURANCE COMPANYONE WEST NATIONWIDE BLVD. FSSC-RR, COLUMBUS, OH 43215-2220

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of TWO HUNDRED FIFTY ONE THOUSAND THREE HUNDRED FIFTY FIVE NO/100

Dollars (\$ 251,355.00),

this amount being not less than one hundred (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void. This bond shall insure to the benefit of any of their persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to

pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated JULY 2ND, 2024

"Principal"

"Surety"

PTM GENERAL ENGINEERING SERVICES, INC.

NATIONWIDE MUTUAL INSURANCE COMPANY

By: 

Its

Elizabeth H. Mendoza
President / CFO

By: 

Its

Brian Mendoza
Vice President / Secretary

By: 

Its BRITTON CHRISTIANSEN, ATTORNEY-IN-FACT

By: _____

Its

Notary

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.

(Seal)

(Seal)

APPROVED AS TO SURETY AND
PRINCIPAL AMOUNT

By: _____

Insurance Administrator

BOND No. 764547

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

PHILIP E VEGA, MYRNA F SMITH, KEVIN VEGA, BRITTON CHRISTIANSEN

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

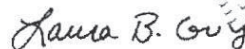


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 2ND day of JULY, 2024.



Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of LOS ANGELES)

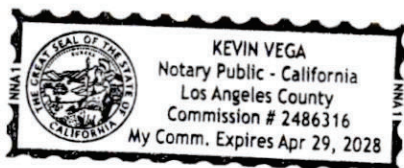
On 7. 2. 24 before me, Kevin Edward Vega, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Elizabeth H. Mendoza
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

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☐ Other: _____

Signer Is Representing: _____

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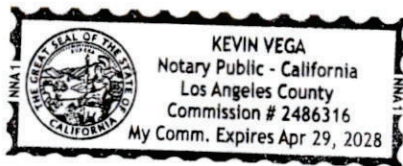
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personally appeared Brian Mendoza
Name(s) of Signer(s)

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

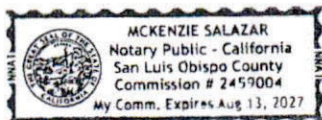
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State of California)
County of SAN LUIS OBISPO)
On JUL 02 2024 before me, McKENZIE SALAZAR, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared BRITTON CHRISTIANSEN
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature M. Salazar
Signature of Notary Public

Place Notary Seal Above

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☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

BID BOND

BOND NO. BBSU

KNOW ALL MEN BY THESE PRESENTS,

That we, PTM GENERAL ENGINEERING SERVICES, INC.as Principal, and NATIONWIDE MUTUAL INSURANCE COMPANY a corporationauthorized to transact a general surety business in the State of CALIFORNIA as Surety, are held and firmlybound unto CITY OF DIAMOND BAR

(hereinafter called the Oblige)

in the full and just sum of TEN PERCENT OF AMOUNT BIDDollars, (\$ 10%) for the payment whereof in lawful money of the United States, we bind ourselves, our

heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has submitted the accompanying bid for

INTERSECTION SAFETY IMPROVEMENTS PROJECT - CIP PROJECT NO. T124301

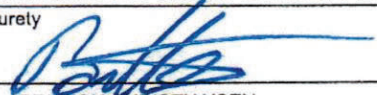
NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, or in the event of the failure of the Principal to enter such Contract, If the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 2ND day of JULY, 2024

YEAR

PTM GENERAL ENGINEERING SERVICES, INC.NATIONWIDE MUTUAL INSURANCE COMPANY

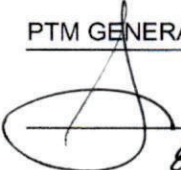
Surety

By: 

BRITTON CHRISTIANSEN

Attorney-in-Fact

Principal


 Elizabeth H. Mendoza
 President / CFO

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

PHILIP E VEGA, MYRNA F SMITH, KEVIN VEGA, BRITTON CHRISTIANSEN

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

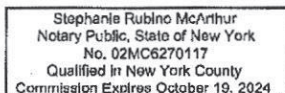


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

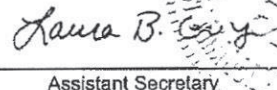



Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 2ND day of JULY, 2024.



Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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County of LOS ANGELES)

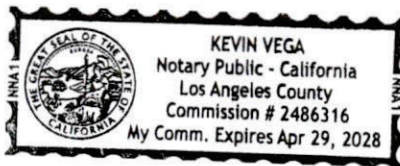
On 7.2.24 before me, Kevin Edward Vega, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Elizabeth H. Mendoza
Name(s) of Signer(s)

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WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

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State of California

County of SAN LUIS OBISPO

On JUL 02 2024 before me, McKENZIE SALAZAR, NOTARY PUBLIC

Date _____

Here Insert Name and Title of the Officer

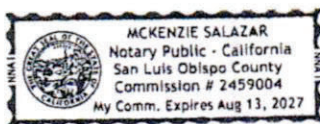
personally appeared BRITTON CHRISTIANSEN

Name(s) of Signer(s)

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☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CERTIFICATION OF NON-DISCRIMINATION AND AFFIRMATIVE ACTION

As suppliers of goods or services to the City of Diamond Bar, the firm listed below certifies that it does not discriminate in its employment with regards to race, religion, sex, or national origin; that it is in compliance with all federal, state, and local directives and executive orders regarding non-discrimination in employment; and that it will pursue an affirmative course of action as required by the affirmative action guidelines.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM PTM General Engineering Services, Inc.

TITLE OF OFFICER SIGNING President/CFO

SIGNATURE  Elizabeth H. Mendoza DATE 07.02.24

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

**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 xx, proposed subcontractor xx, hereby certifies that he has xx, 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 xx, 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.

PTM General Engineering Services, Inc.

(COMPANY)

BY: _____

Elizabeth H. Mendoza
President/CFO

(TITLE)

DATE: July 2nd, 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.

NON-COLLUSION DECLARATION
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

The undersigned declares:

I am the President/CFO of PTM General Engineering Services, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on July 2nd, 2024 [date], at Los Angeles [city], Ca [state].

PTM General Engineering Services, Inc.

Business Name
5942 Acorn St.
Riverisde, CA 92504

Signature of Bidder (must be notarized)

Elizabeth H. Mendoza
President/CFO

Business Address

Attach Notary Acknowledgement Form to this form when submitting

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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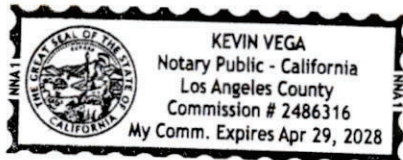
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Date Here Insert Name and Title of the Officerpersonally appeared Elizabeth H. Mendoza
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Signer's Name: _____

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Signer Is Representing: _____

**DEPARTMENT OF PUBLIC WORKS
CITY OF DIAMOND BAR
CALIFORNIA**



**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
INTERSECTION SAFETY IMPROVEMENTS PROJECT
CIP PROJECT NO. TI24301**

All Questions Regarding This Project Are to Be Directed To:

**Christian Malpica
Associate Engineer**

**City of Diamond Bar
(909) 839-7042**

Stan Liu, Mayor
Chia Yu Teng, Mayor Pro Tem
Andrew Chou, Council Member
Ruth M. Lou, Council Member
Steve Tye, Council Member
Daniel Fox, City Manager

May 2024

NOTICE TO THE CONTRACTOR:

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. APPROVAL OF THIS PLAN BY THE CITY OF DIAMOND BAR DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF LOCATION OR WHERE THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITY POPE OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT. THE CONTRACTOR IS REQUIRED TO TAKE ALL DUE PRECAUTIONARY MEANS TO PROTECT THE UTILITY LINES NOT RECORDED OR NOT SHOWN ON THESE PLANS.

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY FOR ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY AND THE ENGINEER HARMLESS FOR ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OR THE ENGINEER.

CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING USA MARKING BY SAND BLAST ONLY.

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCES OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM THAT WHICH IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO DOING WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICE.

48 HOURS PRIOR TO ANY EXCAVATING, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING THE UNDERGROUND UTILITIES SERVICE ALERT AT 1-(800)-422-4133.

CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING U.S.A. MARKINGS

INDEX OF SHEETS

1	TITLE SHEET, GENERAL NOTES, AND CONSTRUCTION NOTES
2	TRAFFIC SIGNAL INFRASTRUCTURE UPGRADE PROJECT – DIAMOND BAR BOULEVARD AT GOLDEN SPRINGS DRIVE
3	TRAFFIC SIGNAL INFRASTRUCTURE UPGRADE PROJECT – DIAMOND BAR BOULEVARD AT SUNSET CROSSING ROAD
4	TRAFFIC SIGNAL INFRASTRUCTURE UPGRADE PROJECT – DIAMOND BAR BOULEVARD AT GRAND AVENUE
5	TRAFFIC SIGNAL INFRASTRUCTURE UPGRADE PROJECT – DIAMOND BAR BOULEVARD AT PATHFINDER ROAD
6	TRAFFIC SIGNAL INFRASTRUCTURE UPGRADE PROJECT – DIAMOND BAR BOULEVARD AT BREA CANYON ROAD
7	TRAFFIC SIGNAL INFRASTRUCTURE UPGRADE PROJECT – BREA CANYON ROAD AT GOLDEN SPRINGS DRIVE
8	TRAFFIC SIGNAL INFRASTRUCTURE UPGRADE PROJECT – GOLDEN SPRINGS DRIVE AT CARPIO DRIVE
9	TRAFFIC SIGNAL INFRASTRUCTURE UPGRADE PROJECT – GRAND AVENUE AT SUMMITRIDGE DRIVE
10	TRAFFIC SIGNAL INFRASTRUCTURE UPGRADE PROJECT – PATHFINDER ROAD AT BREA CANYON ROAD

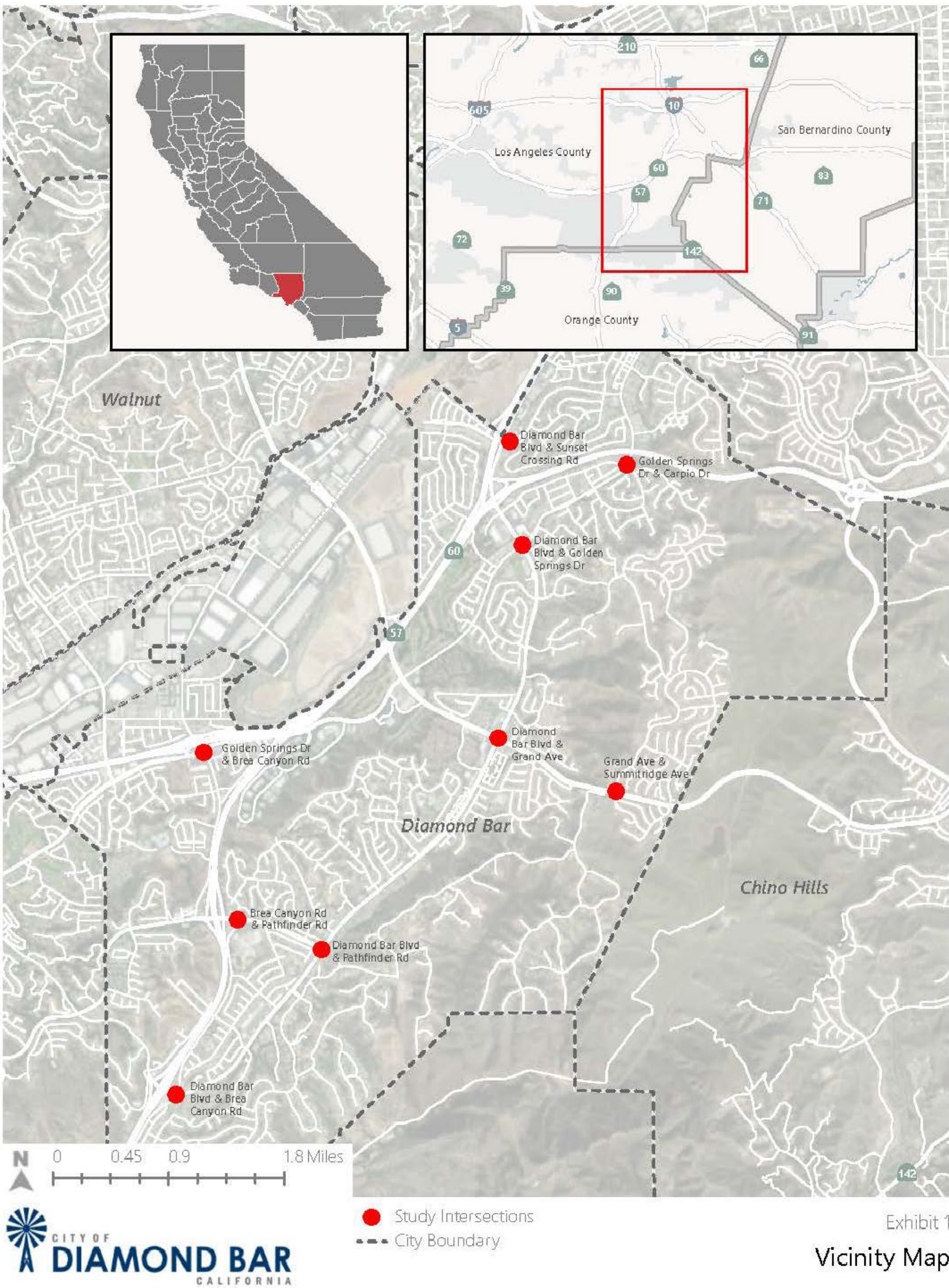
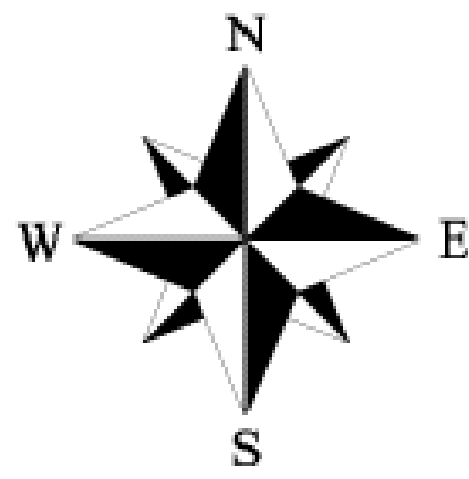
CONSTRUCTION NOTES

1	INSTALL STANDARD STYLE 12" CROSSWALK EDGE LINES PER CA-MUTCD FIGURE 3B-19. MATCH EXISTING WIDTH.
2	INSTALL LADDER STYLE HIGH VISIBILITY CROSSWALK PER CA-MUTCD FIGURE 3B-19. MATCH EXISTING WIDTH.
3	REMOVE AND SALVAGE EXISTING VEHICLE HEAD. FURNISH AND INSTALL NEW SIGNAL EQUIPMENT PER POLE SCHEDULE. CONTRACTOR TO VERIFY IF EXISTING CONDUCTORS ARE SUFFICIENT AND AVAILABLE FOR INTENDED OPERATIONS AS SHOWN ON PLAN.
4	REMOVE AND SALVAGE EXISTING PEDESTRIAN HEAD. FURNISH AND INSTALL NEW ACCESSIBLE PEDESTRIAN SIGNAL WITH COUNTDOWN HEAD AND AUDIO FEEDBACK PER CA-MUTCD-4E.
5	REPLACE PEDESTRIAN PUSH BUTTONS WITH ACCESSIBLE PEDESTRIAN SIGNALS PER POLE SCHEDULE.



DEPARTMENT OF PUBLIC WORKS

HSIP TRAFFIC SIGNAL
IMPROVEMENT PROJECT
PROJECT NO. TI24301



PREPARED BY:

FEHR PEERS

101 Pacific Suite 300 Irvine, CA 92618 (949) 859-3209



SUBMITTED _____

REVIEWED _____

APPROVED _____ DATE 5/13/2024

DAVID G. LIU, P.E. RCE 44053 DIRECTOR OF PUBLIC WORKS/ CITY ENGINEER

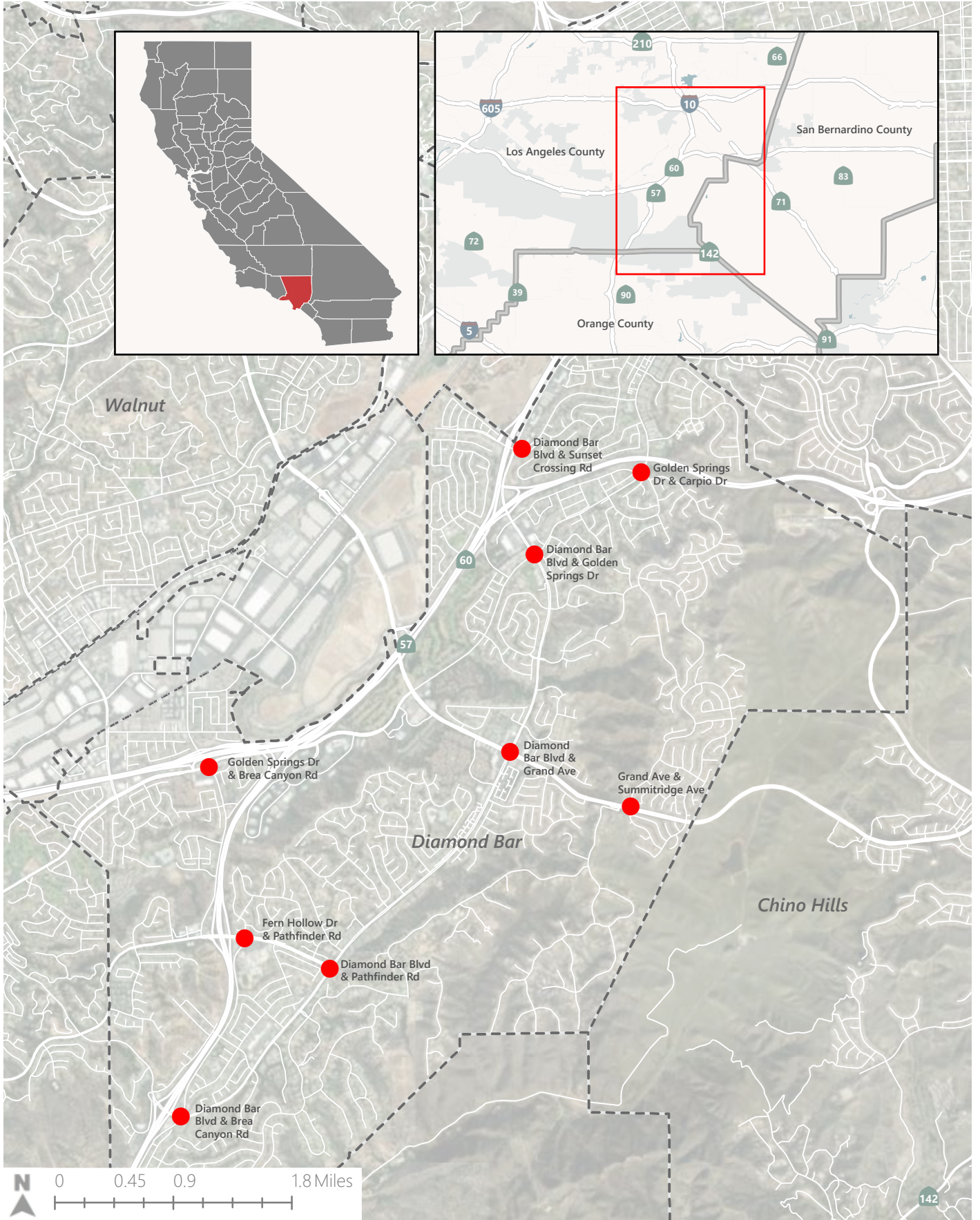
DEPARTMENT OF PUBLIC WORKS
CITY OF DIAMOND BAR
STATE OF CALIFORNIA

HSIP TRAFFIC SIGNAL
IMPROVEMENT PROJECT
TITLE SHEET

SCALE: 1"=20'

PROJECT NO. TI24301 DATE: 05/09/24

SHEET 01 OF 10

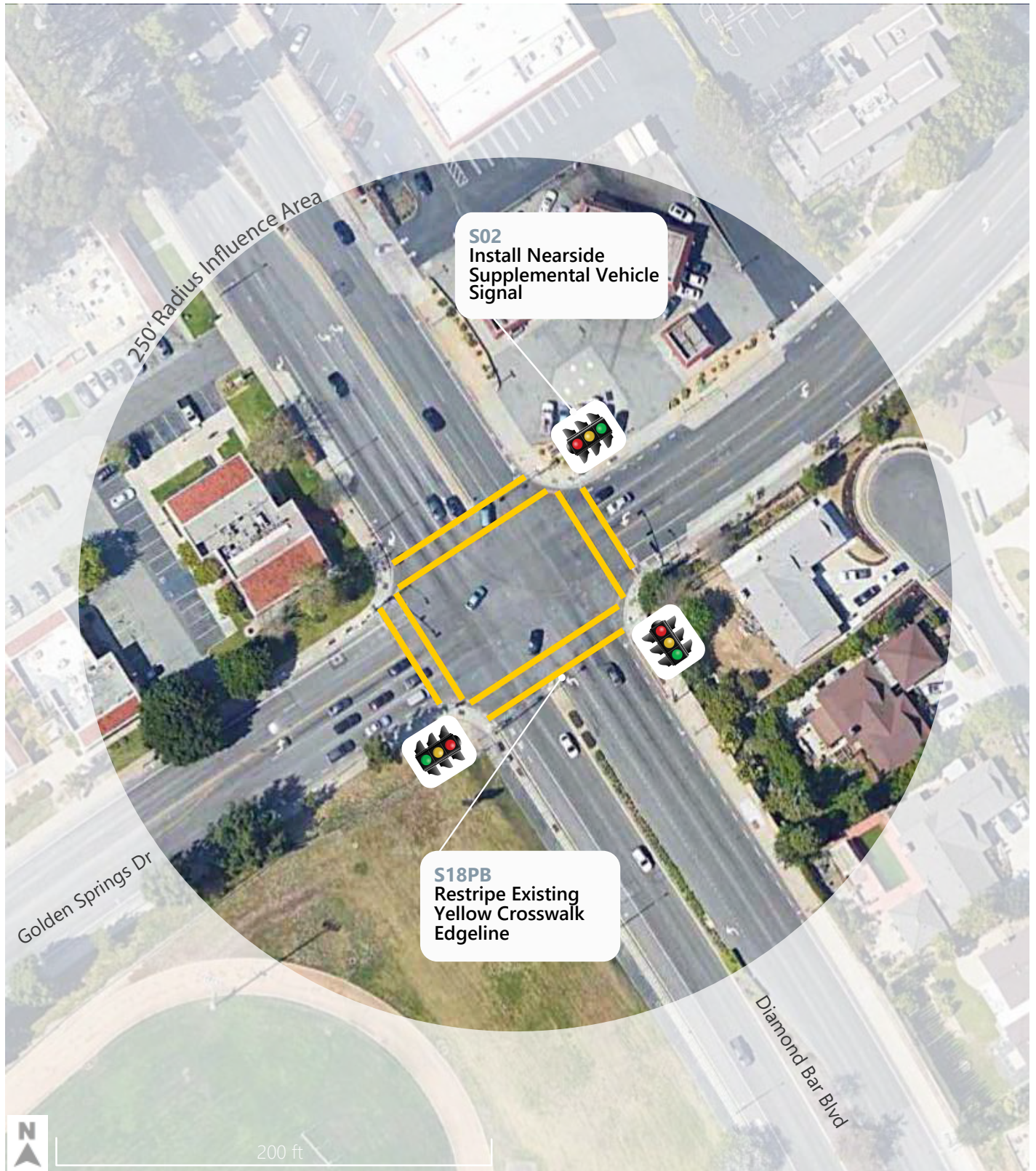


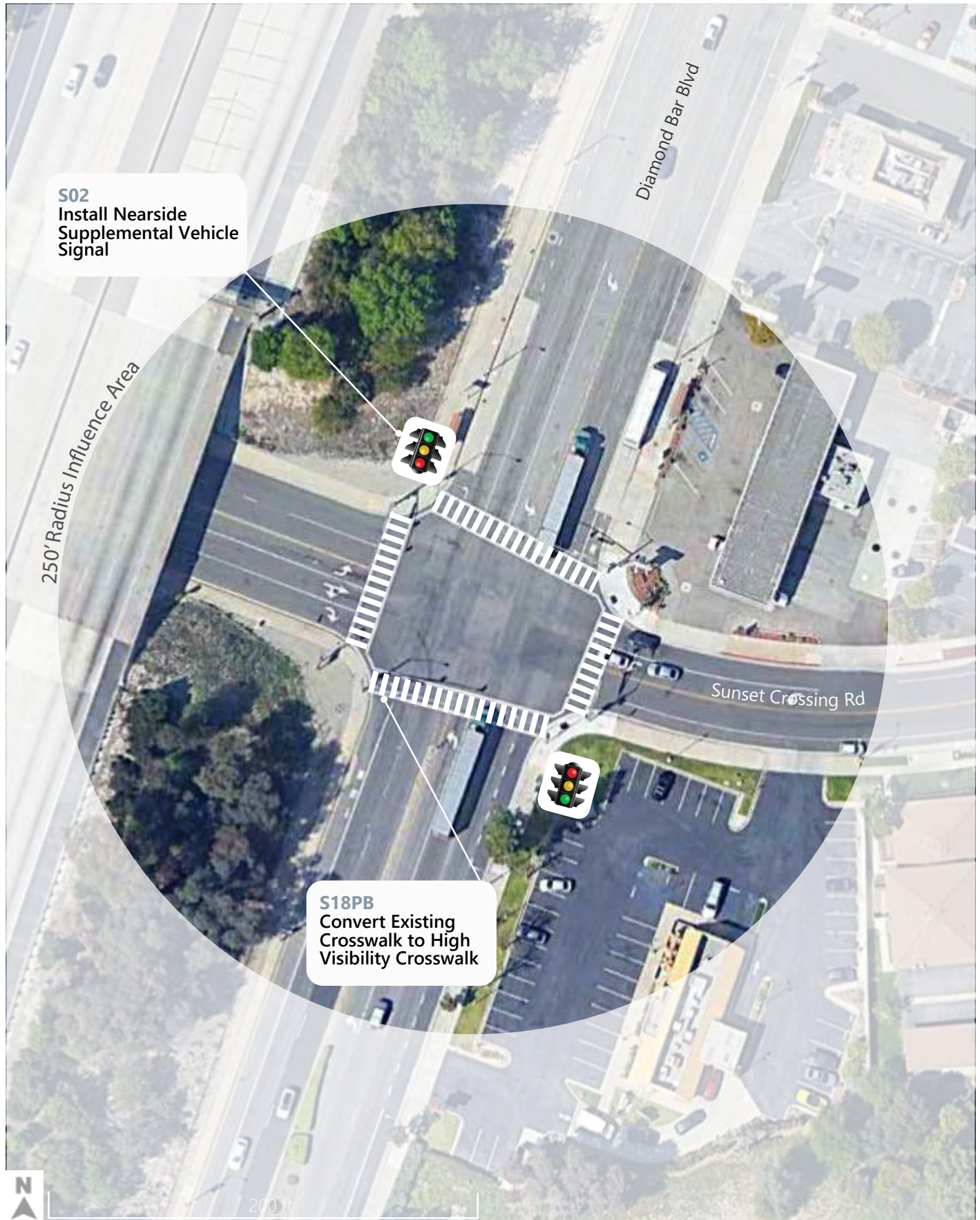
Los Angeles County
Caltrans District 7



● Study Intersections
--- City Boundary

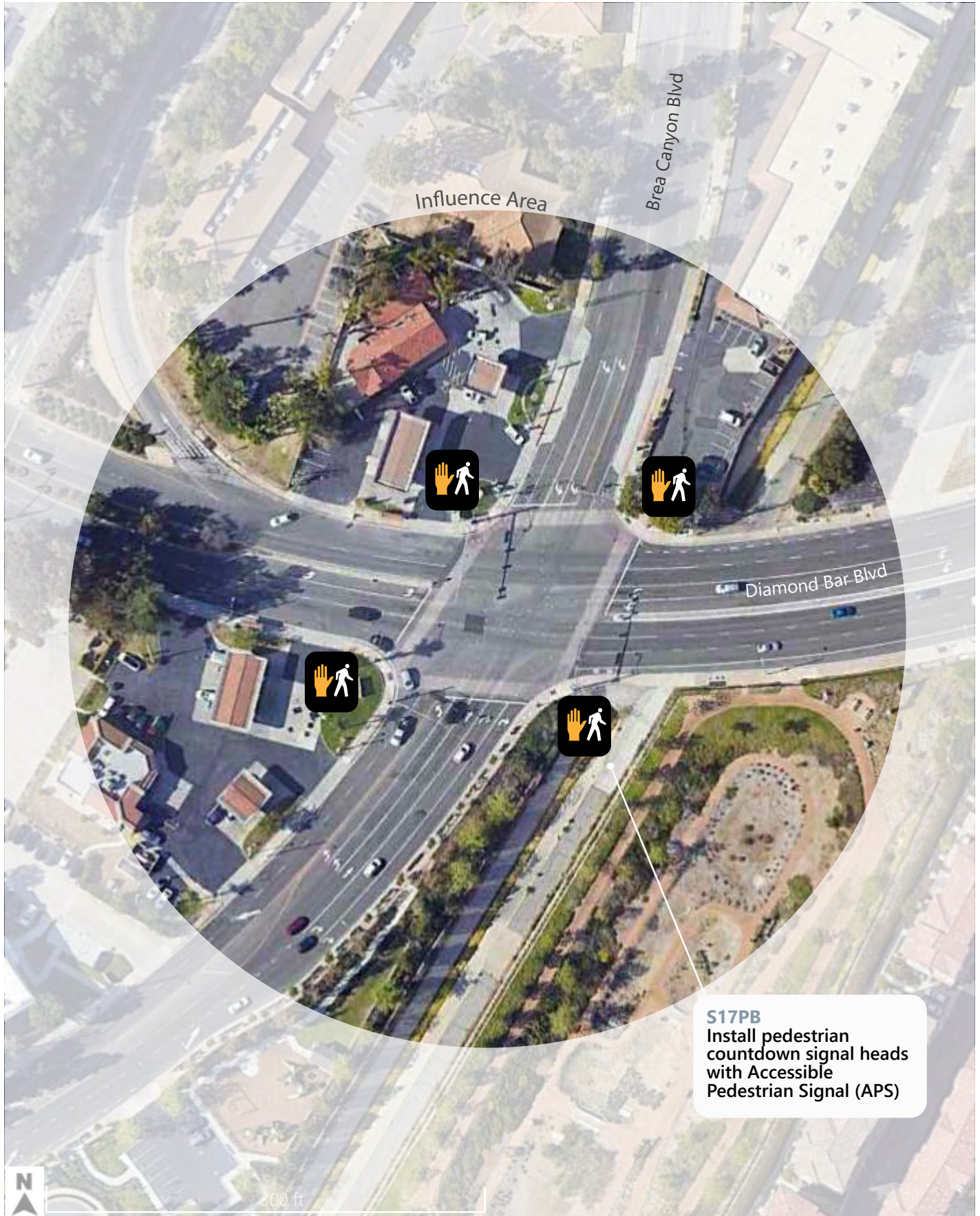
Exhibit 1
Vicinity Map



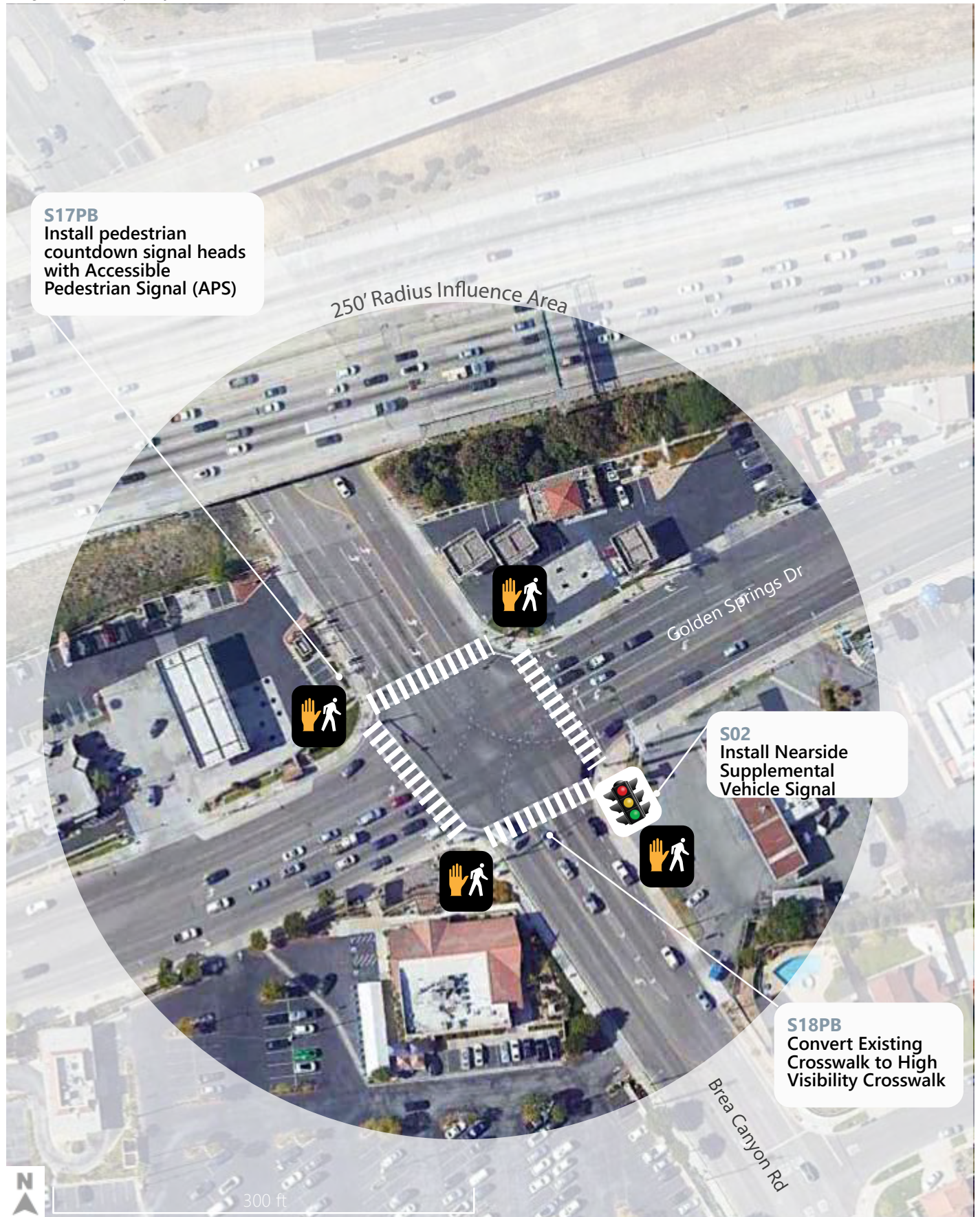


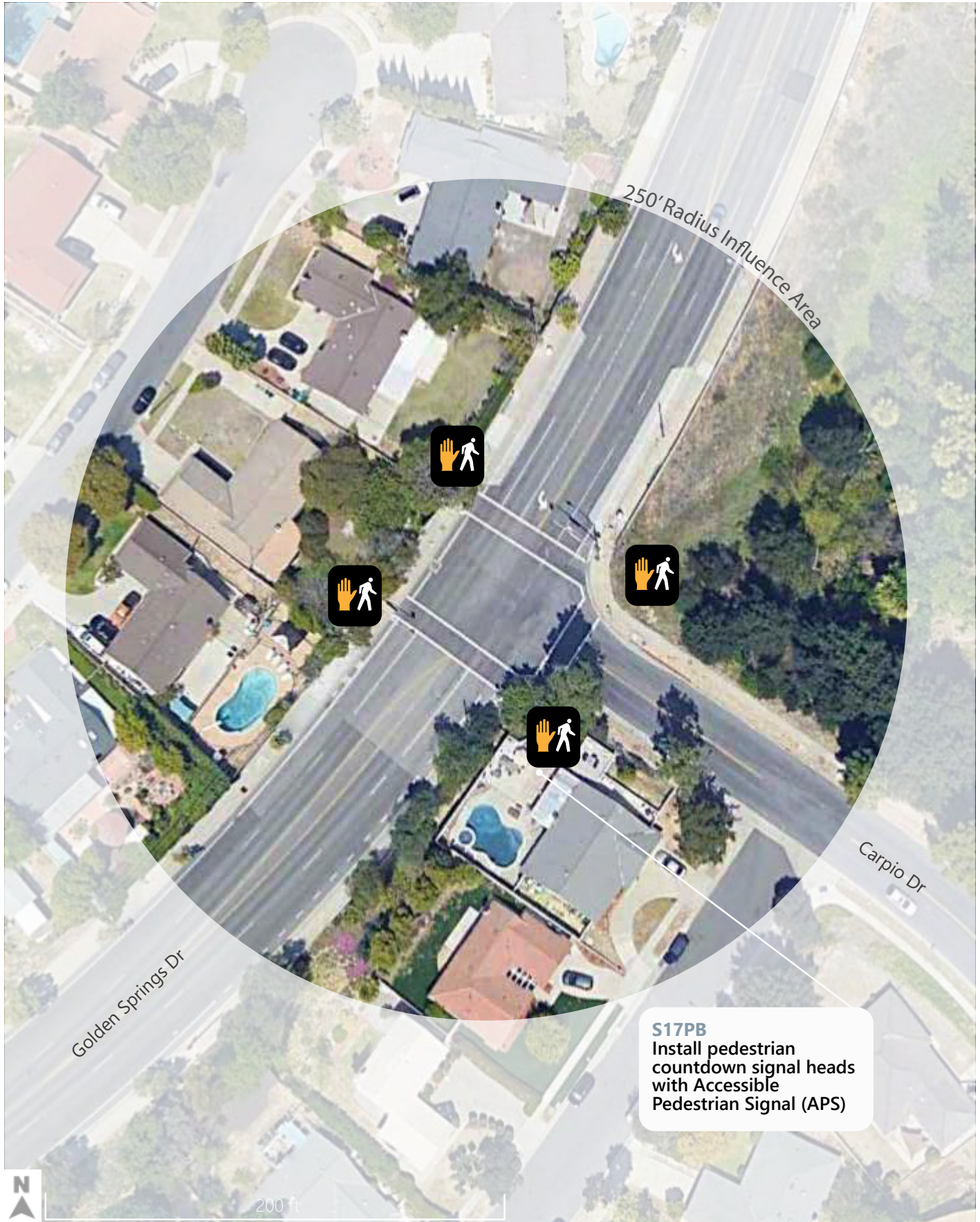


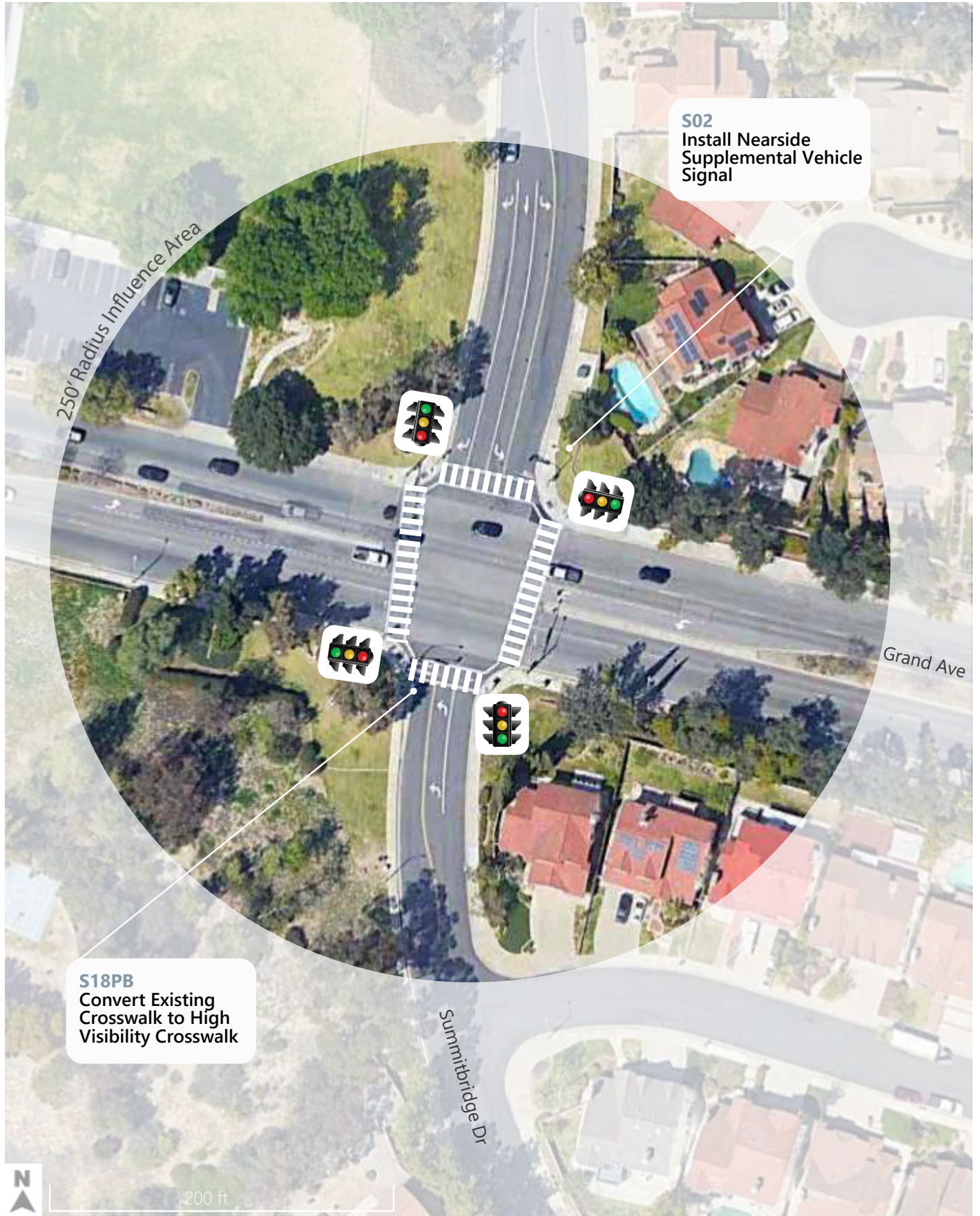




S17PB
Install pedestrian
countdown signal heads
with Accessible
Pedestrian Signal (APS)









Agenda #: 6.1
Meeting Date: July 16, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **LEVYING ASSESSMENTS ON LANDSCAPE ASSESSMENT DISTRICT NO. 38 FOR FISCAL YEAR 2024/25.**
STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

- A. Receive presentation, open Public Hearing to receive testimony, close Public Hearing; and
- B. Adopt Resolution No. 2024-29 to levy and collect assessments for Landscape Assessment District No. 38 for Fiscal Year 2024/25.

FINANCIAL SUMMARY:

The assessments generated by this District in the amount of \$276,780 and \$308,477 of the General Fund contributions are included for the operation and maintenance costs in the Fiscal Year 2024/25 Budget Special Fund No. 238.

BACKGROUND/DISCUSSION:

As part of the assessment district updates, the City must undergo a three-step process. This is the final part of the process, where the City Council conducts a public hearing on the District's proposed annual assessments, after which the Council will consider the related resolution confirming the levy assessments. Throughout the entire process, all proceedings for the maintenance of improvements have been pursuant to the provisions of the Landscape and Lighting Act of 1972 of Part 2 Division 15 of the Streets and Highways Code of the State of California and applicable provisions of Proposition 218, Article 10 XIID of the California Constitution.

On April 2, 2024, the City Council adopted Resolution No. 2024-09, ordering the City Engineer to prepare and file an Engineer's Report related to maintenance of improvements in Landscaping Assessment District No. 38 (District) and any

assessment thereon for Fiscal Year 2024/25.

On June 18, 2024, the City Council adopted Resolution No. 2024-23, declaring the City's intention to levy and collect assessments for the District and directing staff to advertise the Public Hearing to be set for the July 16, 2024, regular meeting.

The attached Engineer's Report for the City's Landscaping Assessment District Number 38 (Attachment 2), which has been prepared pursuant to provisions of the Landscaping and Lighting Act of 1972 of Part 2 of Division 15 of the Streets and Highways Code of the State of California, includes authority for the report, estimated costs of improvements, a diagram for the District and the assessments.

The estimated number of parcels within the District is 18,452 parcels. The amount assessed upon the lands within District Number 38 for Fiscal Year 2023/24 was \$15.00 per parcel. The amount to be assessed for Fiscal Year 2024/25 is to remain at \$15.00 per parcel. The assessments will be utilized to maintain the City's medians and parkways.

The proposed assessment has been determined to be exempt from the provisions of Proposition 218 as set forth in section 5 (a): Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control drainage systems or vector control.

LEGAL REVIEW:

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

PREPARED BY:

Nicholas Delgado

Nicholas Delgado, Management Analyst

7/16/2024

REVIEWED BY:

David G. Liu

David G. Liu, Public Works Director/City Engineer

7/9/2024

Jason Jacobsen

Jason Jacobsen, Finance Director

7/9/2024

Attachments:

1. 6.1.a Resolution No. 2024-29 (LAD 38)
2. 6.1.b LLAD 38 Engineer's Final Report for FY2024-25

RESOLUTION NO. 2024-29**A RESOLUTION LEVYING AN ASSESSMENT ON CITY OF DIAMOND BAR LANDSCAPE ASSESSMENT DISTRICT NO. 38 FOR FISCAL YEAR 2024-25.**

WHEREAS, by its Resolution No. 2024-23, this Council approved a report of the Engineer of Work related to City of Diamond Bar Landscape Assessment District No. 38 ("District") prepared pursuant to Article XIII of the California Constitution, and the Landscape and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof), which described the improvements thereon, and gave notice of and fixed the time and place of the hearing on the question of assessment thereon for Fiscal Year 2024-25. A diagram of the area encompassed by said assessment district is attached hereto as Exhibit "A";

WHEREAS, the Report is on file with the City Clerk of the City of Diamond Bar;

WHEREAS, said hearing was duly and properly noticed, commenced in the SCAQMD Auditorium located at 21865 Copley Drive, Diamond Bar, California on July 16, 2024, and was concluded prior to the adoption of this Resolution; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

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

Section 1. The Recitals of this Resolution are in all respects true and correct.

Section 2. This Council hereby expressly overrules any and all protests filed objecting to the proposed improvements specified herein or the assessment levied, therefore.

Section 3. Based upon its review of the report of the Engineer of Work referred to hereinabove, and other reports and information, the City Council hereby finds that (i) the land within the said District will be benefitted by the improvements specified in said report, (ii) said District includes all of the lands so benefitted, and (iii) the net amount to be assessed upon the lands within said District for the 2024-25 fiscal year, in accordance with said report, is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

Section 4. The improvements specified in the report hereinabove referred to which is on file with the City Clerk of the City of Diamond Bar are hereby ordered to be completed.

Section 5. The assessment diagram contained in the report referred to

hereinabove and the assessment of \$15.00 for each assessable lot located within said District are hereby adopted and confirmed and said assessment hereby is levied for the 2024-25 fiscal year.

Section 6. The assessment is in compliance with the provisions of the Act, and the City Council has complied with all laws pertaining to the levy of an annual assessment pursuant to the Act. The assessment is levied for the purpose of paying the costs and expenses of the improvements described in the report referred to hereinabove for Fiscal Year 2024-25.

Section 7. The City of Diamond Bar City Council hereby certifies that the assessments to be placed on the 2024-25 property tax bills meet the requirements of Proposition 218 that added Articles XIIC and XIID to the California Constitution.

Section 8. The assessments are levied without regard to property valuation.

Section 9. The City Treasurer shall deposit all moneys representing assessments collected by the County to the credit of a special fund for use in City of Diamond Bar Landscape Assessment District No. 38.

Section 10. The City Clerk is hereby authorized and directed to file the diagram and assessment with the County Auditor, together with a certified copy of this Resolution upon its adoption.

Section 11. A certified copy of the assessment and diagram shall be filed in the office of the City Clerk and open for public inspection.

Section 12. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 16th day of July 2024.

CITY OF DIAMOND BAR

Stan Liu, Mayor

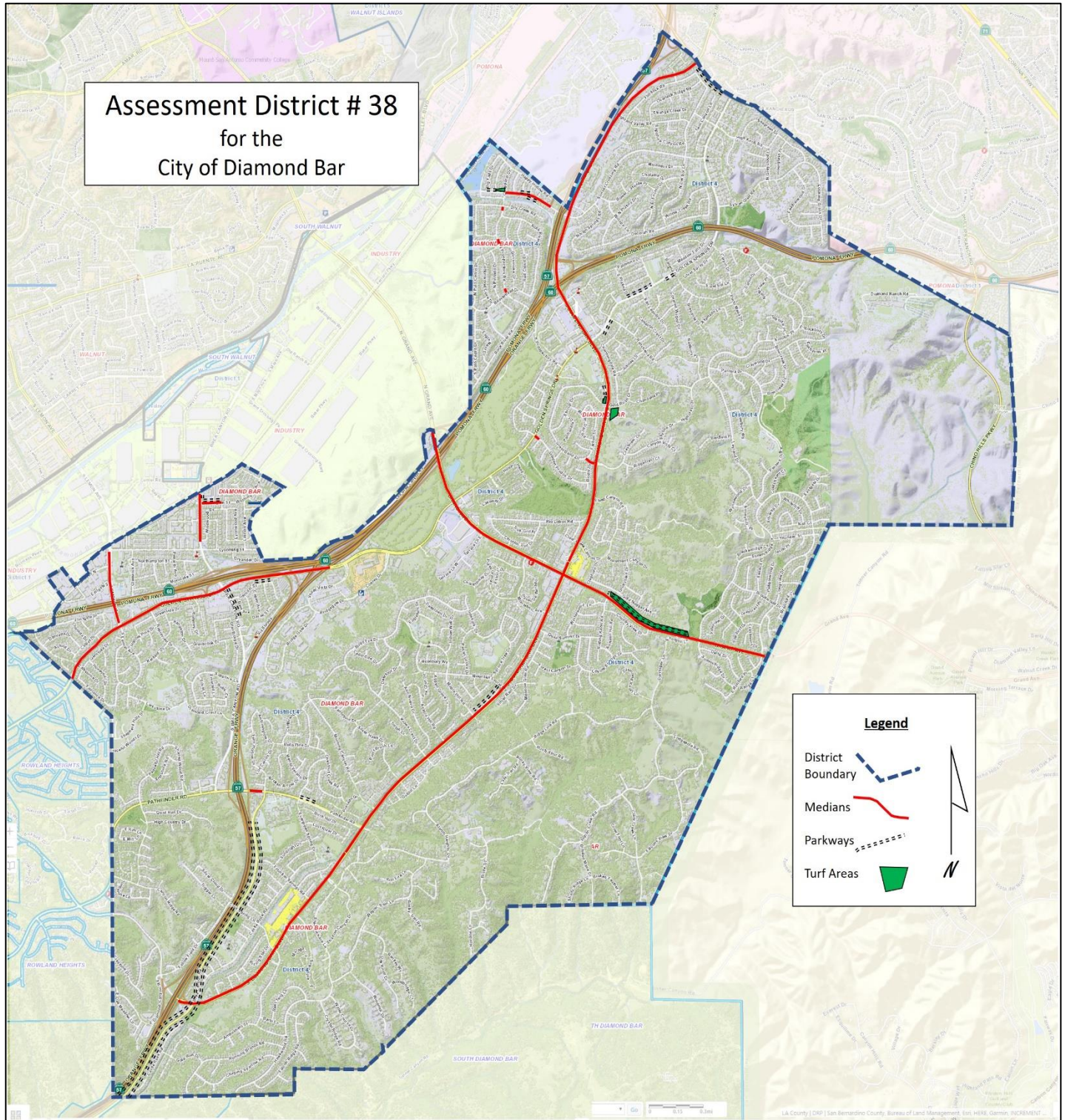
ATTEST:

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

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

Kristina Santana, City Clerk

Exhibit "A"



Fiscal Year 2024-25

ENGINEER'S REPORT

City of Diamond Bar

Landscaping Assessment District No. 38

July 2024

Final Report

Pursuant to the Landscape and Lighting Act of 1972 and Article XIID of the California Constitution

Engineer of Work:



4745 Mangels Boulevard
Fairfield, California 94534
707.430.4300
www.sci-cg.com

City of Diamond Bar

City Council

Stan Liu, Mayor
Chia Yu Teng, Mayor Pro Tem
Andrew Chou, Councilmember
Ruth M. Low, Councilmember
Steve Tye, Councilmember

City Manager

Dan Fox

Public Works Director

David Liu

City Attorney

Omar Sandoval

Engineer of Work

Edric Kwan, P.E.
SCI Consulting Group

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Table of Contents

Introduction.....	6
Overview	6
Engineer’s Report and Continuation of Assessments	6
Legislative Analysis	7
Plans & Specifications	10
Fiscal Year 2024-25 Estimate of Cost and Budget	13
Budget for Fiscal Year 2024-25.....	13
Method of Assessment Apportionment	14
Method of Apportionment.....	14
Discussion of Benefit	14
Special Benefit.....	16
General Versus Special Benefit	17
Benefit Finding	18
Method of Apportionment.....	22
Annual Assessment Calculation.....	23
Duration of Assessment	23
Appeals of Assessments Levied to Property	23
Assessment Funds Must Be Expended Within the District Area.....	24
Assessment.....	25
Assessment Diagram	27
Assessment Roll	29

List of Tables

Table 1: FY 2024-25 Estimate of Costs..... 13

Table 2: FY 2024-25 Summary Cost Estimate 25

Introduction

Overview

The City of Diamond Bar (the “City”) services and maintains perimeter and median landscaping, and other improvements (“Improvements”) to various parts of the City. In order to fund the maintenance and operation (“Services”) of these projects and improvements, Landscaping Assessment District No. 38 (“District”) was formed in 1984 by the County of Los Angeles prior to the incorporation of the City of Diamond Bar. Upon incorporation in 1989, the City assumed jurisdiction over the District. This Engineer’s Report (“Report”) was prepared to establish the budget for the Improvements (as described below) that will be funded by the 2024-25 assessments and other revenue, and to determine the general and special benefits received from the Improvements by property within the District and the method of assessment apportionment to lots and parcels. This Report and the assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the “Act”) and Article XIID of the California Constitution (the “Article”).

Engineer’s Report and Continuation of Assessments

The assessments have been continued for over 35 years. In each subsequent year for which the assessments will be continued, the Diamond Bar City Council (the “Council”) must direct the preparation of an Engineer’s Report, budgets, and proposed assessments for the upcoming fiscal year. After the report is completed, the City Council may preliminarily approve the Engineer’s Report and the continued assessments and establish the date for a public hearing on the continuation of the assessments. Accordingly, this Engineer’s Report (the “Report”) was prepared pursuant to the direction of the City Council.

As required by the Act, this Report includes plans and specifications, a diagram or map of the District, the benefits received by property from the Improvements within the District, and the method of assessment apportionment to lots and parcels within the District.

If the Council approves this Engineer’s Report and the continuation of the Assessments by resolution, a notice of public hearing must be published in a local newspaper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Engineer’s Report and establishing the date for a public hearing is typically used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the Assessments. This hearing is currently scheduled for **July 16, 2024**. At this hearing, the Council will consider approval of a resolution confirming the continuation of the Assessments for fiscal year 2024-25. If so confirmed and approved, the Assessments would be submitted to the Los Angeles County Auditor/Controller for inclusion on the property tax rolls for fiscal year 2024-25.

Beginning in 2015, SCI Consulting Group became the Assessment Engineer for the District. To maintain an accurate reference and legally defensible record of the District, pertinent language used in previous engineer's reports has been retained herein and is cited in italics as appropriate.

Legislative Analysis

Proposition 218

The Right to Vote on Taxes Act was approved by the voters of California on November 6, 1996 and is now Article XIIC and XIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services and improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

Silicon Valley Taxpayers Association, Inc. v Santa Clara County Open Space Authority (2008) 44 Cal. 4th 431

In July of 2008, the California Supreme Court issued its ruling on the *Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority* ("SVTA"). This ruling is significant in that the Court clarified how Proposition 218 made changes to the determination of special benefit. The Court also found:

- Benefit assessments are for special, not general, benefit
- The services and/or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the Improvement District
- The assessment paid by property should be proportional to the special benefits it receives from the Improvements

This Engineer's Report and the process used to establish the continuation of the assessments for fiscal year 2024-25 are consistent with the SVTA decision and with the requirements of Article XIIC and XIID of the California Constitution based on the following factors:

1. The District is drawn to include the entire City; although only parcels deriving special benefits are included in the assessment rolls. Thus, zones of benefit are not required, and the assessment revenue derived from real property in the District is expended only on the Improvements in the District.
2. The Improvements which are constructed and maintained with assessment proceeds in the District are located in close proximity to the real property subject to the assessment. The Improvements provide landscaping and other services to the residents of such assessed property. The proximity of the Improvements to the assessed parcels provides a special benefit to the parcel being assessed pursuant to the factors outlined by the Supreme Court in that decision.
3. Due to their proximity to the assessed parcels, the Improvements financed with assessment revenues in the District benefit the properties in that District in a manner different in kind from the benefit that other parcels of real property in the City derive from such Improvements, and the benefits conferred on such property in the District are more extensive than a general increase in property values.
4. The assessments paid in the District are proportional to the special benefit that each parcel within that Assessment District receives from the Improvements because:
 - a. The specific landscaping Improvements and maintenance and utility costs thereof in the District are specified in this Report; and
 - b. Such Improvement and maintenance costs in the District are allocated among different types of property located within the District, and equally among those properties which have similar characteristics, such as single-family residential parcels, multi-family residential parcels, commercial parcels, industrial parcels, etc.

Dahms v. Downtown Pomona Property (2009) 174 Cal. App. 4th 708

In *Dahms v. Downtown Pomona Property* (“*Dahms*”) the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

Bonander v. Town of Tiburon (2009) 180 Cal. App. 4th 103

Bonander v. Town of Tiburon (“*Bonander*”), the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments primarily on the grounds that the assessments had been apportioned to assessed property based on the costs within sub-areas of the assessment district instead of the overall cost of the improvements and the overall proportional special benefits.

Beutz v. County of Riverside (2010) 184 Cal. App. 4th 1516

Steven Beutz v. County of Riverside (“*Beutz*”) the Court overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

Golden Hill Neighborhood Association v. City of San Diego (2011) 199 Cal. App. 4th 416

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in *Beutz*, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

Compliance with Current Law

This Engineer’s Report is consistent with the *SVTA* decision and with the requirements of Article XIII C and XIII D of the California Constitution because the Improvements to be funded are clearly defined; the benefiting property in the District enjoys close and unique proximity, access and views to the Improvements; the Improvements serve as an extension of usable land area for benefiting properties in the District and such special benefits provide a direct advantage to property in the District that is not enjoyed by the public at large or other property.

This Engineer’s Report is consistent with *Beutz*, *Dahms* and *Greater Golden Hill* because the Improvements will directly benefit property in the District and the general benefits have been explicitly calculated and quantified and excluded from the Assessments. The Engineer’s Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall cost of the Improvements and Services proportional special benefit to each property, rather than the proportional cost to the District to provide the Improvements to specific properties.

Plans & Specifications

The City maintains landscaping and other improvements in locations within the District's boundaries. The work and improvements to be undertaken by Landscaping Assessment District No. 38, ("District"), and the cost thereof paid from the levy of the annual Assessment provide special benefit to Assessor Parcels within the District as defined in the Method of Assessment herein. In addition to the definitions provided by the Landscaping and Lighting Act of 1972 (the "Act"), the work and improvements are generally described as follows:

Medians

The landscaped islands to be maintained by the District are located as follows:

- Diamond Bar Blvd
- Grand Ave
- Golden Springs Dr – 57 freeway overcrossing to West City Limits
- Golden Prados Dr – Golden Springs Dr to Hopi St
- Tin Dr – Great Bend Dr to Diamond Bar Blvd
- Lemon Ave – Lycoming St to Golden Springs Dr
- Sunset Crossing Rd – 57 freeway off-ramp to Prospectors Rd
- Prospectors Rd – at Dry Creek Rd; at Palo Cedro Dr; and at Beaverhead Dr
- Pathfinder Rd at Brea Canyon Rd (east of 57 freeway)

Parkways

The landscaped parkways to be maintained by the District are located as follows:

- Grand Ave – Summit Ridge to Diamond Bar Blvd, north side
- Temple Ave – Diamond Bar Blvd to Golden Springs Dr, south side
- Golden Springs Dr – Ballena Dr to End of cul-de-sac
- Golden Springs Dr – El Encino Dr to Platina Dr
- Golden Springs Dr – Rancheria Rd to end of cul-de-sac

- Diamond Bar Blvd – Mountain Laurel Way to Maple Hill Rd
- Pathfinder Rd – Evergreen Springs Dr to end of cul-de-sac
- Brea Canyon Rd – at Gerndal St
- Golden Springs Dr – at Adel Ave
- Brea Canyon Rd – South of Pathfinder Rd to southerly City Limits, both sides
- Sunset Crossing Rd – Big Falls Dr to Chapparal Dr

Turf Areas

The landscaped turf areas to be maintained by the District are located as follows:

- Diamond Bar Blvd – at Gold Rush Dr
- Grand Ave (east side) – from south of Rolling Knoll Dr to driveway at the Diamond Bar Center

Installation, maintenance and servicing of Improvements, may include, but are not limited to, turf and play areas, landscaping, ground cover, shrubs and trees, irrigation systems, lighting, fencing, entry monuments, graffiti removal and repainting, and labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the District.

As applied herein, “Installation” means the construction of Improvements, including, but not limited to, land preparation (such as grading, leveling, cutting and filling), sod, landscaping, irrigation systems, walkways and drainage and lights.

“Maintenance” means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including repair, removal or replacement of all or any part of any improvement; providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste, and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

“Servicing” means the furnishing of electric current, or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; or water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment (Streets & Highways Code §22526).

Modifications to the District structure could include, but are not limited to, substantial changes or expansion of the Improvements provided, substantial changes in the service provided, modifications or restructuring of the District including annexation or detachment of specific parcels, revisions in the method of apportionment, or proposed new or increased assessments.

The assessment proceeds will be exclusively used for Improvements within the District plus incidental expenses.

Fiscal Year 2024-25 Estimate of Cost and Budget

Budget for Fiscal Year 2024-25

The 1972 Act provides that the total costs for providing the maintenance and servicing of the District Improvements and facilities can be recovered in the assessment spread including incidental expenses. The latter can include engineering fees, legal fees, printing, mailing, postage, publishing and all other costs identified with the District proceedings.

An estimate of District costs for fiscal year 2024-25 for the maintenance and servicing of the Improvements is provided below.

Table 1: FY 2024-25 Estimate of Costs

LANDSCAPING ASSESSMENT DISTRICT NO. 38 FY 2024-25		
Expenditure Item		
Salaries & Benefits (subsidized by General Fund)	\$	50,557
Operating Expenses		
Advertising	\$	3,000
Utilities	\$	160,500
Maintenance of Grounds/Buildings	\$	50,000
Professional Services	\$	7,000
Contract Services		
Landscape Maintenance	\$	230,500
Trees Maintenance	\$	83,700
Estimated Expenditures	\$	585,257
Revenue Item		
Direct Benefit Assessments	\$	276,780
Fund Balance Reserves	\$	-
General Fund Contribution	\$	308,477
Estimated Revenues	\$	585,257
Budget Allocation to Parcels		
Total Assessment Budget ^A	\$	276,780
Total Assessable Parcels	\$	18,452
Assessment per Parcel	\$	15

A. The Act requires proceeds from the assessments must be deposited into a special fund that has been set up for the revenues and expenditures of the District. Moreover, funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the Fiscal Year, June 30, must be carried over to the next Fiscal Year. The District may also establish a reserve fund for contingencies and special projects as well as a capital improvement fund for accumulating funds for larger capital improvement projects or capital renovation needs. Any remaining balance would either be placed in the reserve fund or would be used to reduce future years' assessments.

Method of Assessment Apportionment

Method of Apportionment

This section of the Engineer's Report explains the benefits to be derived from the Improvements and the methodology used to apportion the total assessment to properties within the District.

The District consists of certain assessor parcels within the boundaries as defined by the Assessment Diagram referenced in this report and the parcels identified by the Assessor Parcel Numbers listed with the levy roll. The parcel list includes all privately and publicly owned parcels as shown. The method used for apportioning the Assessment is based upon the relative special benefits to be derived by the properties in the District over and above general benefits conferred on real property or to the public at large. The Assessment is apportioned to lots and parcels in proportion to the relative special benefit from the Improvements. The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the Improvements and the second step is to allocate the Assessments to property based on the estimated relative special benefit for each type of property.

Discussion of Benefit

In summary, the Assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. With reference to the requirements for assessments, Section 22573 of the Landscaping and Lighting Act of 1972 states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

Proposition 218, as codified in Article XIII D of the California Constitution, has confirmed that assessments must be based on the special benefit to property and that the value of the special benefits must exceed the cost of the assessment:

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

The following benefit categories summarize the types of special benefit to residential, commercial, industrial and other lots and parcels resulting from the Improvements to be provided with the assessment proceeds. These types of special benefit are summarized as follows:

- A. Proximity to Improved Landscaped Areas and Other Public Improvements within the District.
- B. Access to Improved landscaped areas and Other Public Improvements within the District.
- C. Improved Views within the District.
- D. Extension of a property's outdoor areas and green spaces for properties within close proximity to the Improvements.

In this case, the recent SVTA v. SCCOSA decision provides enhanced clarity to the definitions of special benefits to properties from similar improvements in three distinct areas:

◆ Proximity ◆ Expanded or Improved Access ◆ Views

The SVTA v. SCCOSA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The SVTA v. SCCOSA decision also provides specific guidance that park improvements are a direct advantage and special benefit to property that is proximate to a park that is improved by an assessment:

The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).

Proximity, improved access and views, in addition to the other special benefits listed herein further strengthen the basis of these assessments.

Moreover, the Dahms decision further clarified that certain services and improvements funded by assessments, that are over and above what otherwise would be provided and that other property in general and the public do not share or receive are 100% special benefit. The assessment-funded services upheld by Dahms included streetscape maintenance and security services.

Special Benefit

The District was formed by a different engineer of record. From the original Engineer's Report, the primary special benefits on landscaping are as set forth below:

1. Beautification of the streets which are used by all of the residents in Diamond Bar.
2. A sense of community pride resulting from well-maintained green spaces.
3. The enhancement of the value of property which results from the foregoing benefits.¹

In addition, SCI assessment engineers have identified the following special benefits:

Proximity to Improved Landscaped Areas within the District

Only the specific properties within close proximity to the Improvements are included in the District. The District has been narrowly drawn to include the properties that receive special benefits from the Improvements. Therefore, property in the District enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the District do not share.

In absence of the Assessments, the Improvements would not be provided, and the public improvements funded in the District would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the Assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the District, they provide a direct advantage and special benefit to property in the District.

Access to Improved Landscaped Areas within the District

Since the parcels in the District are nearly the only parcels that enjoy close access to the Improvements, they directly benefit from the unique close access to improved landscaping areas and other public improvements that are provided by the Assessments. This is a direct advantage and special benefit to property in the District.

¹ From the Engineer's Report, Update of Assessment District No. 38, Fiscal Year 2014-15, City of Diamond Bar, dated June 3, 2014

Improved Views within the Assessment Districts

The City, by maintaining permanent public improvements funded by the Assessments in the District, provides improved views to properties in the District. The properties in the District enjoy close and unique proximity, access and views of the specific Improvements funded in the District; therefore, the improved and protected views provided by the Assessments are another direct and tangible advantage that is uniquely conferred upon property in the District.

Extension of a Property's Outdoor Areas and Green Spaces for Properties within Close Proximity to the Improvements

In large part because it is cost prohibitive to provide large open land areas on property in the District, the residential, commercial and other benefiting properties in the District do not have large outdoor areas and green spaces. The Improvements within the District provide additional outdoor areas that serve as an effective extension of the land area for proximate properties because the Improvements are uniquely proximate and accessible to property in close proximity to the Improvements. The Improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties in the District because such properties have uniquely good and close proximity to the Improvements.

General Versus Special Benefit

Article XIIC of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to “separate the general benefits from the special benefits conferred on a parcel.” The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. An assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

Total Benefit	=	General Benefit	+	Special Benefit

There is no widely-accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements.

In this Report, the general benefit is liberally estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

The starting point for evaluating general and special benefits is the current, baseline level of service. The Assessment will fund Improvements “over and above” this general, baseline level and the general benefits estimated in this section are over and above the baseline.

A formula to estimate the general benefit is listed below:

General Benefit	=	Benefit to Real Property Outside the Assessment District	+	Benefit to Real Property Inside the Assessment District that is Indirect and Derivative	+	Benefit to the Public at Large

Special benefit, on the other hand, is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The SVTA v. SCCOSA decision indicates that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In these Assessments, as noted, properties in the District have close and unique proximity, views and access to the Improvements and uniquely improved desirability from the Improvements and other properties and the public at large do not receive significant benefits because they do not have proximity, access or views of the Improvements. Therefore, the overwhelming proportion of the benefits conferred to property is special and is only minimally received by property outside the Districts or the public at large.

Benefit Finding

Quantification of General Benefit

In this section, the general benefit from landscaping and other types of Improvements is liberally estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

Benefit to Property Outside the Assessment Districts

Properties within the District receive almost all of the special benefits from the Improvements because properties in the District enjoy unique close proximity and access to the Improvements that is not enjoyed by other properties or the public at large. However, certain properties within the proximity/access radius of the Improvements, but outside of the boundaries of the District, may receive some benefit from the Improvements. Since this benefit is conferred to properties outside the District boundaries, it contributes to the overall general benefit calculation and will not be funded by the Assessments. The general benefit to property outside of the District is calculated with the parcel and data analysis performed by SCI Consulting Group.

Since the properties outside the District but with frontage abutting the Improvements cannot be assessed by the District, this is a form of general benefit to other property. The primary way that parcels outside the district benefit by the Improvements is from views. Therefore, parcels that abut the landscape areas and are not separated from the Improvements by a privacy fence are counted for this general benefit. Since very few of the Improvements lie at the District boundary near occupied parcels, there are very few parcels in this category. The general benefit to property outside of the District is calculated as follows.

<u>Assumptions:</u>		
18 <i>Parcels Outside District</i>		
18,422 <i>Parcels In the District</i>		
<u>Calculation:</u>		
<i>General Benefit to Property Outside the District</i>		
18	=	0.10%
18 + 18,422		

Benefit to Property *Inside* the Assessment Districts that is *Indirect and Derivative*

The “indirect and derivative” benefit to property within the District is particularly difficult to calculate. A solid argument can be presented that all benefit within the District is special, because the other Improvements are clearly “over and above” and “particular and distinct” when compared with the baseline level of service and the unique proximity, access and views of the other Improvements enjoyed by benefiting properties in the District.

Nevertheless, the SVTA vs. SCCOSA decision indicates there may be general benefit “conferred on real property located in the district” A measure of the general benefits to property within the Assessment area is the percentage of land area within or directly abutting the District that is publicly owned and used for regional purposes such as major roads, rail lines and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. Approximately 4.43% of the land area in the District is used for such regional purposes, so this is a measure of the general benefits to property within the District.

Benefit To The Public At Large

The general benefit to the public at large can be estimated by the proportionate amount of time that the District’s Improvements are used and enjoyed by individuals who are not residents, employees, customers or property owners in the District. It should be noted that these Improvements do not attract the public at large in the same way as park improvements – and they confer far less benefit to the public at large than do similar park improvements. In essence, the public does not visit an area to enjoy landscaping in the same way as they may visit a park.

One way to measure the special benefit to the general public is by the vehicle trips through an area with Improvements by people who are not residents within the District. Of the four ways benefits are conferred (proximity, access, views, extension of a property’s green space, and creation of lots), the only benefit that is conferred by way of pass-by vehicle trips is views, which accounts for 25% of the total benefits. This is further reduced to 10% due the brevity of the views and because views are less critically important and are enjoyed much less often to the average non-resident driver than to a resident.

Specific data is not available for the number of vehicle trips by non-residents of the District past the Improvements, which lie mostly on arterial roadways. A conservative estimate of vehicle trips by non-residents is 50% of all vehicle trips. Therefore (50% of 10% =) 5.00% of the benefits from the other Improvements are general benefits to the public at large.

Total General Benefits

Using a sum of these three measures of general benefit, we find that approximately 9.53% of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

Landscaping General Benefit Calculation

0.10%	Outside the District
4.43%	Inside the District
5.00%	Public At Large
9.53%	Total General Benefit

Although this analysis finds that 9.53% of the assessment may provide general benefits from the Improvements, the Assessment Engineer establishes a requirement for a minimum contribution from sources other than the assessments of 10%. This minimum contribution above the measure of general benefits will serve to provide additional coverage for any other general benefits.

Current General Benefit Contribution from the City

This general benefit cannot be funded from the Assessments; it must be funded from other sources such as the City's General Fund or other non-District funds. These contributions can also be in the form of in-lieu contributions to the installation and maintenance of the Improvements such as other City assets that support and protect the Improvements. The City of Diamond Bar will contribute both monetary and in-lieu resources to ensure that the general benefits conferred by the proposed Improvements are not funded by the District's Assessments.

A summary and quantification of these other contributions from the City is discussed below:

The City of Diamond Bar owns, maintains, rehabilitates and replaces curb and gutter along the border of the District Improvements. This curb and gutter serves to support, contain, retain, manage irrigation flow and growth, and provide a boundary for the Improvements. The contribution from the City towards general benefit from the maintenance, rehabilitation, and replacement of the curb and gutter is conservatively estimated to be 5%.

The City owns and maintains a storm drainage system along the border of the District Improvements. This system serves to prevent flooding and associated damage to the Improvements, and manage urban runoff including local pollutants loading from the Improvements. The contribution from the City towards general benefit from the maintenance, and operation of the local storm drainage system is conservatively estimated to be 5%.

The City owns and maintains local public streets along the border of the District Improvements. These public streets provide access to the Improvements for its enjoyment as well as efficient maintenance. The contribution from the City towards general benefit from the maintenance of local public streets is conservatively estimated to be 5%.

The value of the construction of the improvements can be quantified and monetized as an annuity. Since this construction was performed and paid for by non-assessment funds, this “annuity” can be used to offset general benefit costs and is conservatively estimated to contribute 10%.

The total General Benefit is liberally quantified at 10% which is entirely offset by the conservatively quantified total non-assessment contribution towards general benefit described above of 25%. Therefore, no additional General Benefit must be funded by the City.

Method of Apportionment

The development of an Assessment methodology requires apportioning to determine the relative special benefit for each property. As the District was formed by a different engineer of record, the precise language from the most recent Engineer’s Report is included below:

The net amount to be assessed upon lands within the District in accordance with this report is apportioned by a formula and method which fairly distributes the amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each lot or parcel from the Improvements, namely the maintenance and servicing of public landscaping improvements within such District. The maintenance and servicing of public landscaping improvements installed and constructed in public places in the City of Diamond Bar provides a special benefit which is received by each and every lot or parcel within the District, tending to enhance their value.

The primary benefits on landscaping are set forth below:

1. *Beautification of the streets which are used by all of the residents in Diamond Bar.*
2. *A sense of community pride resulting from well-maintained green spaces.*
3. *The enhancement of the value of property which results from the foregoing benefits.*

The existing land use information indicates that well over 90 percent of the parcels within the City of Diamond Bar are residences. Because the special benefits derived apply equally to all residents and parcels, it has been determined that all assessable parcels would receive the same net assessment.²

Annual Assessment Calculation

For fiscal year 2024-25 the amount of Assessments for the District is not increased from prior years. The assessment per parcel is \$15.

Duration of Assessment

The District was formed or annexed in previous years. It is proposed that the Assessments be continued every year after their formation or annexation, so long as the public Improvements need to be maintained and improved, and the City requires funding from the Assessments for these Improvements in the District. As noted previously, the Assessment can continue to be levied annually after the City Council approves an annually updated Engineer's Report, budget for the Assessment, Improvements to be provided, and other specifics of the Assessment. In addition, the City Council must hold an annual public hearing to continue the Assessment.

Appeals of Assessments Levied to Property

Any property owner who feels that the Assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment may file a written appeal with the City of Diamond Bar City Manager or his or her designee. Any such appeal is limited to correction of an Assessment during the then-current Fiscal Year and applicable law. Upon the filing of any such appeal, the City Manager or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Manager or his or her designee finds that the Assessment should be modified, the appropriate changes shall be made to the Assessment Roll. If any such changes are approved after the Assessment Roll has been filed with the County for collection, the City Manager or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City Manager or his or her designee shall be referred to the Diamond Bar City Council, and the decision of the City Council shall be final.

² From the Engineer's Report, Update of Assessment District No. 38, Fiscal Year 2014-15, City of Diamond Bar, dated June 3, 2014

Assessment Funds Must Be Expended Within the District Area

The net available Assessment funds, after incidental, administrative, financing and other costs shall be expended exclusively for Improvements within the boundaries of the District or as described herein, and appropriate incidental and administrative costs as defined in the Plans and Specifications section.

Assessment

WHEREAS, the City of Diamond Bar directed the undersigned engineer of Work to prepare and file a report presenting an estimate of costs, a Diagram for the District and an assessment of the estimated costs of the Improvements upon all assessable parcels within the District;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under the Act, Article XIID of the California Constitution, and the order of the City of Diamond Bar City Council, hereby makes the following Assessment to cover the portion of the estimated cost of the Improvements, and the costs and expenses incidental thereto to be paid by the District.

The amount to be paid for said Improvements and the expense incidental thereto, to be paid by the District for the Fiscal Year 2024-25 is generally as follows:

Table 2: FY 2024-25 Summary Cost Estimate

CITY OF DIAMOND BAR LANDSCAPING ASSESSMENT DISTRICT NO. 38		
Salaries & Benefits	\$	50,557
Operating Expenses & Services	\$	534,700
Total for Services	\$	585,257
Less General Fund Contribution	\$	(308,477)
Net Amount to Assessments	\$	276,780

As required by the Act, an Assessment Diagram of the District is hereto attached and incorporated herein by reference. The distinctive number of each parcel or lot of land in the District is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby assess and apportion the net amount of the cost and expenses of the Improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within the District, in accordance with the special benefits to be received by each parcel or lot, from the Improvements, and more particularly set forth in the Estimate of Cost and Method of Assessment in the Report.

The Assessment is made upon the parcels or lots of land within the District in proportion to the special benefits to be received by the parcels or lots of land, from the Improvements.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Los Angeles for the Fiscal Year 2024-25. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County.

I hereby will place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the Fiscal Year 2024-25 for each parcel or lot of land within the District.

Dated: July 16, 2024

Engineer of Work



By

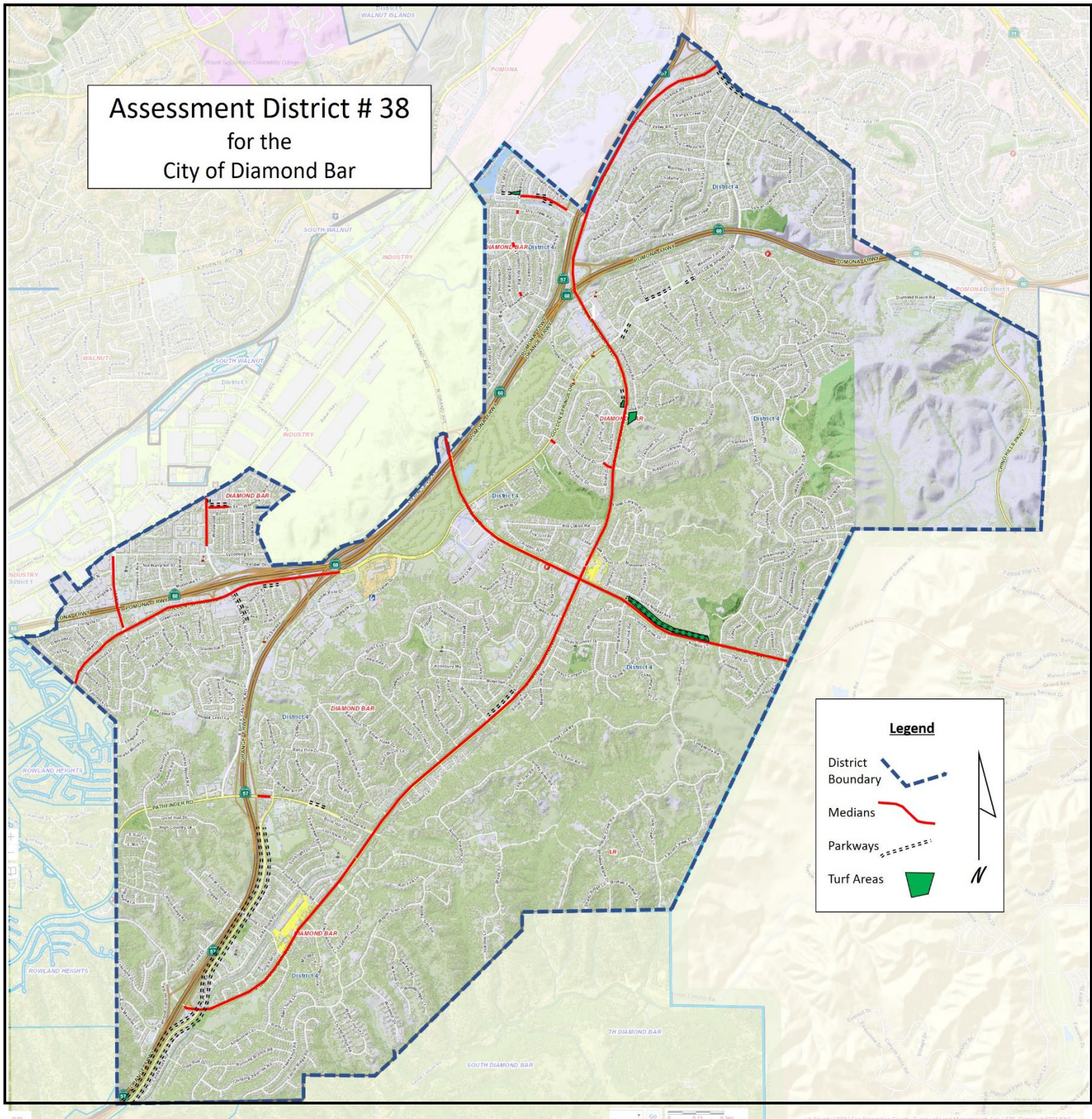
A handwritten signature in blue ink, appearing to read "Edric W. H. Kwan", written over a horizontal green line.

Edric W. H. Kwan, P.E.
License No. C062829

Assessment Diagram

The District boundary is conterminous with the City Limits. The parcels to be assessed in Landscaping Assessment District No. 38 are shown on the Assessment Diagram, which is on file with the City Clerk of the City of Diamond Bar and includes all those properties included in the original formation of the District and subsequent annexations. The following Assessment Diagram is for general location only and is not to be considered the official boundary map. The lines and dimensions of each lot or parcel within the District are those lines and dimensions as shown on the maps of the Assessor of the County of Los Angeles, for Fiscal Year 2024-25, and are incorporated herein by reference, and made a part of this Diagram and this Report.

Assessment District # 38 for the City of Diamond Bar



Assessment Roll

An Assessment Roll (a listing of all parcels assessed within the District and the amount of the Assessment) will be filed with the City Clerk and is, by reference, made part of this Report and is available for public inspection during normal office hours at the City Hall at 21810 Copley Drive, 2nd floor, Diamond Bar, California 91765.

Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference, made part of this Report. These records shall govern for all details concerning the description of the lots or parcels.

Agenda #: 6.2
Meeting Date: July 16, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **LEVYING ASSESSMENTS ON LANDSCAPE ASSESSMENT DISTRICT NO. 39-2022 FOR FISCAL YEAR 2024/25.**
STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

- A. Receive presentation, open Public Hearing to receive testimony, close Public Hearing; and
- B. Adopt Resolution No. 2024-30 to levy and collect assessments for Landscape Assessment District No. 39-2022 for Fiscal Year 2024/25.

FINANCIAL SUMMARY:

The assessments generated by this District in the amount of \$665,215, and \$31,249 of General Fund Contribution (6.62% General Benefit), with a \$447,097 Fund Balance Carryover, are included for the operation and maintenance costs in the Fiscal Year 2024/25 Budget Special Fund No. 239.

BACKGROUND/DISCUSSION:

As part of the assessment district updates, the City must undergo a three-step process. This is the final part of the process where the City Council conducts a public hearing on the District's proposed annual assessment, after which the Council will consider the related resolution confirming the levy assessments. Throughout the entire process, all proceedings for the maintenance of improvements have been pursuant to the provisions of the Landscape and Lighting Act of 1972 of Part 2 Division 15 of the Streets and Highways Code of the State of California and applicable provisions of Proposition 218, Article 10 XIID of the California Constitution.

On April 2, 2024, the City Council adopted Resolution No. 2024-10, ordering the City Engineer to prepare and file an Engineer's Report related to maintenance of

improvements in Landscaping Assessment District No. 39-2022 (District) and any assessment thereon for Fiscal Year 2024/25.

On June 18, 2024, the City Council adopted Resolution No. 2024-24, declaring the City's intention to levy and collect assessments for the District and directing staff to advertise the Public Hearing to be set for the July 16, 2024, regular meeting.

The attached Engineer's Report for the City's Landscaping Assessment District Number 39-2022 (Attachment 2), which has been prepared pursuant to provisions of the Landscaping and Lighting Act of 1972 of Part 2 of Division 15 of the Streets and Highways Code of the State of California, includes authority for the report, estimated costs of operation and maintenance, a diagram for the District and the assessments.

The estimated number of parcels within the District is 1,246 parcels. The Engineer's Report contains a full and detailed description of the improvements, the boundaries of the assessment district and contains the proposed assessments upon assessable lots and parcels of land within the District. Said estimated cost results in a proposed Single-Family Equivalent ("SFE") assessment rate of \$547.82 for Zone A, \$534.12 for Zone B, and \$506.73 for Zone C for Fiscal Year 2024/25. Said proposed assessments include an authorized annual increase equal to the change in the Los Angeles-Riverside-Orange County Consumer Price Index ("CPI") per year without further vote or ballot proceeding. The annual CPI from December 2022 to December 2023 was 3.47%.

The assessments will be utilized for the general maintenance of slopes, open space areas, and the five (5) mini parks within the District.

LEGAL REVIEW:

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

PREPARED BY:

Nicholas Delgado

Nicholas Delgado, Management Analyst 7/16/2024

REVIEWED BY:

David G. Liu

David G. Liu, Public Works Director/City Engineer

Jason Jacobsen

7/9/2024

Jason Jacobsen, Finance Director

7/9/2024

Attachments:

1. 6.2.a Resolution No. 2024-30 (LAD 39-2022)
2. 6.2.b LLAD 39 Engineer's Final Report for FY2024-25

RESOLUTION NO. 2024-30**A RESOLUTION LEVYING AN ASSESSMENT ON CITY OF DIAMOND BAR LANDSCAPING ASSESSMENT DISTRICT NO. 39-2022 FOR THE FISCAL YEAR 2024-25.**

WHEREAS, by its Resolution No. 2024-24, this Council approved a report of the Engineer of Work related to City of Diamond Bar Assessment District No. 39-2022 ("District") prepared pursuant to Article XIII of the California Constitution, and the Landscape and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof), which described the improvements thereon, and gave notice of and fixed the time and place of the hearing on the question of assessment thereon for fiscal year 2024-25. A diagram of the area encompassed by said assessment district is attached hereto as Exhibit "A";

WHEREAS, the Report is on file with the City Clerk of the City of Diamond Bar;

WHEREAS, said hearing was duly and properly noticed, commenced in the SCAQMD Auditorium located at 21865 Copley Drive, Diamond Bar, California, on July 16, 2024, and was concluded prior to the adoption of this Resolution; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

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

Section 1. The Recitals of this Resolution are in all respects true and correct.

Section 2. This Council hereby expressly overrules any and all protests filed objecting to the proposed improvements specified herein or the assessment levied, therefore.

Section 3. Based upon its review of the report of the Engineer of Work referred to hereinabove, and other reports and information, the City Council hereby finds that (i) the land within the said District will be benefitted by the improvements specified in said report, (ii) said District includes all of the lands so benefitted, and (iii) the net amount to be assessed upon the lands within said District for the 2024-25 fiscal year, in accordance with said report, is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

Section 4. The improvements specified in the report hereinabove referred to which is on file with the City Clerk of the City of Diamond Bar are hereby ordered to be completed.

Section 5. The assessment diagram contained in the report referred to

hereinabove and for each assessable lot located within said District the Single-Family Equivalent ("SFE") assessment rate of \$547.82 for Zone A, \$534.12 for Zone B, and \$506.73 for Zone C are hereby adopted and confirmed and said assessment hereby is levied for the 2024-25 fiscal year.

Section 6. The assessment is in compliance with the provisions of the Act, and the City Council has complied with all laws pertaining to the levy of an annual assessment pursuant to the Act. The assessment is levied for the purpose of paying the costs and expenses of the improvements described in the report referred to hereinabove for fiscal year 2024-25.

Section 7. The City of Diamond Bar City Council hereby certifies that the assessments to be placed on the 2024-25 property tax bills meet the requirements of Proposition 218 that added Articles XIIC and XIID to the California Constitution.

Section 8. The assessments are levied without regard to property valuation.

Section 9. The City Treasurer shall deposit all moneys representing assessments collected by the County to the credit of a special fund for use in City of Diamond Bar Assessment District No. 39-2022.

Section 10. The City Clerk is hereby authorized and directed to file the diagram and assessment with the County Auditor, together with a certified copy of this Resolution upon its adoption.

Section 11. A certified copy of the assessment and diagram shall be filed in the office of the City Clerk and open for public inspection.

Section 12. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 16th day of July 2024.

CITY OF DIAMOND BAR

Stan Liu, Mayor

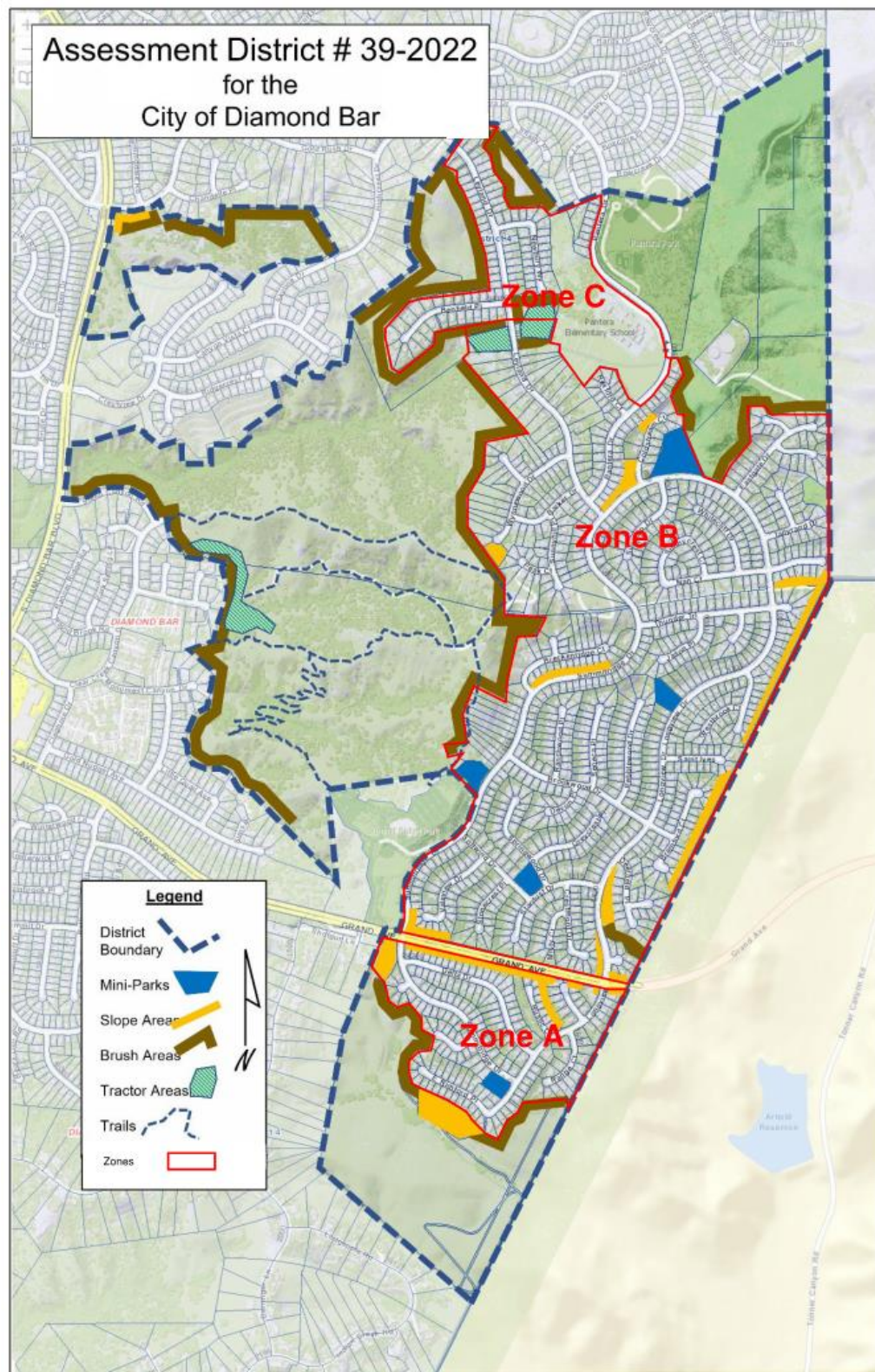
ATTEST:

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

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

Kristina Santana, City Clerk

Exhibit "A"



Fiscal Year 2024-25

ENGINEER'S REPORT

City of Diamond Bar

Landscaping Assessment District No. 39-2022

July 2024

Final Report

Pursuant to the Landscape and Lighting Act of 1972 and Article XIID of the California Constitution

Engineer of Work:



4745 Mangels Boulevard
Fairfield, California 94534
707.430.4300
www.sci-cg.com

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City of Diamond Bar

City Council

Stan Liu, Mayor
Chia Yu Teng, Mayor Pro Tem
Andrew Chou, Councilmember
Ruth M. Low, Councilmember
Steve Tye, Councilmember

City Staff

Dan Fox, City Manager
David Liu, Public Works Director / City Engineer
Hall Ghafari, Public Works Manager

City Attorney

Omar Sandoval

Engineer of Work

Edric Kwan, P.E., SCI Consulting Group

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Table of Contents

Introduction.....	1
Overview	1
Engineer’s Report and Continuation of Assessments	2
Legislative Analysis	2
Plans & Specifications	5
Fiscal Year 2024-25 Estimate of Cost and Budget	7
Budget for Fiscal Year 2024-25.....	7
Method of Assessment Apportionment	9
Method of Apportionment.....	9
Discussion of Benefit	9
Special Benefit.....	11
General Versus Special Benefit	13
Benefit Finding	14
Zones of Benefit	17
Method of Apportionment.....	20
Residential Properties	20
Vacant/Undeveloped Properties.....	20
Other Property Types	21
Annual Cost Indexing.....	22
Duration of Assessment	22
Appeals of Assessments Levied to Property	22
Assessment Funds Must Be Expended Within the District Area.....	23
Assessment.....	24
Assessment Diagram	26
Assessment Roll	28

List of Tables

Table 1: FY 2024-25 Estimate of Costs..... 7

Table 2: Assessment Rate Determination..... 8

Table 3: Relative Benefit Levels 13

Table 4: Zones of Benefit – Relative Levels..... 18

Table 5: FY 2024-25 Summary Cost Estimate 24

Introduction

Overview

The City of Diamond Bar (the “City”) services and maintains mini-parks, slopes and open space areas and other improvements (“Improvements”) in the Diamond Bar Hills area of the City. In order to fund the maintenance and operation (“Services”) of these projects and improvements, Landscaping Assessment District No. 39 was formed in 1985 by the County of Los Angeles prior to the incorporation of the City of Diamond Bar. Upon incorporation in 1989, the City assumed jurisdiction over the District. Since the passage of Proposition 218, the assessments for this existing District cannot be increased beyond the previously approved amount of \$236.00 per parcel. This assessment amount does not generate sufficient revenue to fund the District’s improvements and services, and the annual shortfalls have been funded by the City’s General Fund.

In 2022, the City Council directed that a new assessment be proposed and voted on by property owners within the District in accordance with Proposition 218 (Article XIIC and D or the California Constitution). Their intent was to replace the existing District No. 39 with a new District No. 39-2022 that would adhere to the existing boundary and include the same improvements and services. These proposed assessments were supported by 52.03% of assessment ballots received from property owners (with each ballot weighted by the amount of assessments it represented). Therefore, on March 15, 2022 by its Resolution No. 2022-13, the City Council levied the new assessments for District No. 39-2022.

This Engineer’s Report (“Report”) was prepared to establish the budget for the Improvements (as described below) that will be funded by the proposed assessments and other revenue, and to determine the general and special benefits received from the Improvements by property within the District and the method of assessment apportionment to lots and parcels. This Report and the assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the “Act”) and Article XIID of the California Constitution (the “Article”).

Engineer's Report and Continuation of Assessments

The assessments were approved by a property-owner ballot proceeding in 2022, and were intended to replace the original District No. 39 which was established in 1985. In each subsequent year for which the assessments will be continued, the Diamond Bar City Council (the "Council") must direct the preparation of an Engineer's Report, budgets, and proposed assessments for the upcoming fiscal year. After the report is completed, the City Council may preliminarily approve the Engineer's Report and the continued assessments and establish the date for a public hearing on the continuation of the assessments. Accordingly, this Engineer's Report (the "Report") was prepared pursuant to the direction of the City Council.

As required by the Act, this Report includes plans and specifications, a diagram or map of the District, the benefits received by property from the Improvements within the District, and the method of assessment apportionment to lots and parcels within the District.

If the Council approves this Engineer's Report and the continuation of the Assessments by resolution, a notice of public hearing must be published in a local newspaper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Engineer's Report and establishing the date for a public hearing is typically used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the Assessments. This hearing is currently scheduled for **July 16, 2024**. At this hearing, the Council will consider approval of a resolution confirming the continuation of the Assessments for fiscal year 2024-25. If so confirmed and approved, the Assessments would be submitted to the Los Angeles County Auditor/Controller for inclusion on the property tax rolls for fiscal year 2024-25.

Legislative Analysis

Proposition 218

The Right to Vote on Taxes Act was approved by the voters of California on November 6, 1996 and is now Article XIIC and XIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services and improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

Silicon Valley Taxpayers Association, Inc. v Santa Clara County Open Space Authority (2008) 44 Cal. 4th 431

In July of 2008, the California Supreme Court issued its ruling on the *Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority* ("SVTA"). This ruling is significant in that the Court clarified how Proposition 218 made changes to the determination of special benefit. The Court also found that:

- Benefit assessments are for special, not general, benefit
- The services and/or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the Improvement District
- The assessment paid by property should be proportional to the special benefits it receives from the Improvements

Dahms v. Downtown Pomona Property (2009) 174 Cal. App. 4th 708

In *Dahms v. Downtown Pomona Property* ("Dahms") the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

Bonander v. Town of Tiburon (2009) 180 Cal. App. 4th 103

Bonander v. Town of Tiburon ("Bonander"), the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments primarily on the grounds that the assessments had been apportioned to assessed property based on the costs within sub-areas of the assessment district instead of the overall cost of the improvements and the overall proportional special benefits.

Beutz v. County of Riverside (2010) 184 Cal. App. 4th 1516

Steven Beutz v. County of Riverside ("Beutz") the Court overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

Golden Hill Neighborhood Association v. City of San Diego (2011) 199 Cal. App. 4th 416

On September 22, 2011, the San Diego Court of Appeal issued a decision on the *Golden Hill Neighborhood Association v. City of San Diego* appeal. This decision overturned an

assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in *Beutz*, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

Compliance with Current Law

This Engineer's Report is consistent with the *SVTA* decision and with the requirements of Article XIII C and XIII D of the California Constitution because the Improvements to be funded are clearly defined; the benefiting property in the District enjoys close and unique proximity, access and views to the Improvements; the Improvements serve as an extension of usable land area for benefiting properties in the District and such special benefits provide a direct advantage to property in the District that is not enjoyed by the public at large or other property.

This Engineer's Report is consistent with *Beutz*, *Dahms* and *Greater Golden Hill* because the Improvements will directly benefit property in the District and the general benefits have been explicitly calculated and quantified and excluded from the Assessments. The Engineer's Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall cost of the Improvements and Services proportional special benefit to each property, rather than the proportional cost to the District to provide the Improvements to specific properties.

Plans & Specifications

The City maintains landscaping and other improvements in locations within the District's boundaries. The work and improvements to be undertaken by Landscaping Assessment District No. 39-2022, ("District"), and the cost thereof paid from the levy of the annual Assessment provide special benefit to Assessor Parcels within the District as defined in the Method of Assessment herein. In addition to the definitions provided by the Landscaping and Lighting Act of 1972 (the "Act"), the work and improvements are generally described as mini-parks, slopes and open space areas within the District. The Assessment Diagram shows the location and extent of the Improvements to be installed, maintained or serviced by the proceeds from this Assessment District.

Installation, maintenance and servicing of Improvements, may include, but are not limited to, turf and play areas, landscaping, ground cover, shrubs and trees, irrigation systems, sidewalks, parking lots, lighting, fencing, entry monuments, basketball courts, tennis courts, other recreational facilities, graffiti removal and repainting, and labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the District.

As applied herein, "Installation" means the construction of Improvements, including, but not limited to, land preparation (such as grading, leveling, cutting and filling), sod, landscaping, irrigation systems, walkways and drainage, lights, playground equipment, play courts, playing fields, recreational facilities and public restrooms.

"Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including repair, removal or replacement of all or any part of any improvement; providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste, and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

"Servicing" means the furnishing of electric current, or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements, or water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment (Streets & Highways Code §22526).

Modifications to the District structure could include, but are not limited to, substantial changes or expansion of the Improvements provided, substantial changes in the service provided, modifications or restructuring of the District including annexation or detachment of specific parcels, revisions in the method of apportionment, or proposed new or increased assessments.

The assessment proceeds will be exclusively used for Improvements within the District plus incidental expenses.

Fiscal Year 2024-25 Estimate of Cost and Budget

Budget for Fiscal Year 2024-25

The 1972 Act provides that the total costs for providing the maintenance and servicing of the District Improvements and facilities can be recovered in the assessment spread including incidental expenses. The latter can include engineering fees, legal fees, printing, mailing, postage, publishing and all other costs identified with the District proceedings.

An estimate of District costs for fiscal year 2024-25 for the maintenance and servicing of the Improvements is provided below.

Table 1: FY 2024-25 Estimate of Costs

Expenditure Item	Amount
Salaries & Benefits	\$ 36,334
Operating Expenses	
Advertising	3,500
Utilities	126,000
Maintenance of Grounds/Buildings	39,200
Professional Services	7,000
Contract Services	
Trail & Landscape Maintenance	170,000
Tree Maintenance	32,000
Weed/Pest Abatement	58,000
Additional Enhancement and Improvement	-
Estimated Expenditures	<u>\$ 472,034</u>
Contingencies/Reserves	671,527
Total Budget	<u>\$ 1,143,561</u>
Revenue Item	Amount
Direct Benefit Assessments	\$ 665,215
Carryover from Fund Balance	447,097
General Fund Contribution	6.62% 31,249
Estimated Revenues ¹	<u>\$ 1,143,561</u>

1. The Act requires that proceeds from the assessments must be deposited into a special fund that has been set up for the revenues and expenditures of the District. Moreover, funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the Fiscal Year, June 30, must be carried over to the next Fiscal Year. The District may also establish a reserve fund for contingencies and special projects as well as a capital improvement fund for accumulating funds for larger

capital improvement projects or capital renovation needs. Any remaining balance would either be placed in the reserve fund or would be used to reduce future years' assessments.

Table 2 below shows how the assessment rates are determined including the estimated number of single-family equivalents ("SFE") and how the costs of improvements are allocated to parcels in the various benefit zones as defined later in this Report.

Table 2: Assessment Rate Determination

<u>Single-Family Equivalents</u>	<u>Parcel</u>	<u>SFE factor</u>	<u>SFEs</u>
Zone A	176	100.0%	176.00
Zone B	971	97.5%	946.73
Zone C	99	92.5%	91.58
Total	1246		1,214.30
<u>Budget Allocation to Parcels</u>			<u>Amount</u>
Total Assessment Revenue			\$ 665,215
Total SFEs			1,214.30
Assessment per SFE ¹			<u>\$ 547.82</u>
Zone A Assessment Rate			\$ 547.82
Zone B Assessment Rate			\$ 534.12
Zone C Assessment Rate			\$ 506.73

1. The rate shown here is for a single-family home or its equivalent. For the definition of the term SFE and rates for other types of property, see the section titled, "Method of Assessment Apportionment" and the sections following it in this report.

Method of Assessment Apportionment

Method of Apportionment

This section of the Engineer's Report explains the benefits to be derived from the Improvements and the methodology used to apportion the total assessment to properties within the District.

The District consists of certain assessor parcels within the boundaries as defined by the Assessment Diagram referenced in this report and the parcels identified by the Assessor Parcel Numbers listed with the levy roll. The parcel list includes all privately and publicly owned parcels as shown. The method used for apportioning the Assessment is based upon the relative special benefits to be derived by the properties in the District over and above general benefits conferred on real property or to the public at large. The Assessment is apportioned to lots and parcels in proportion to the relative special benefit from the Improvements. The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the Improvements and the second step is to allocate the Assessments to property based on the estimated relative special benefit for each type of property.

Discussion of Benefit

In summary, the Assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. With reference to the requirements for assessments, Section 22573 of the Landscaping and Lighting Act of 1972 states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

Proposition 218, as codified in Article XIII D of the California Constitution, has confirmed that assessments must be based on the special benefit to property and that the value of the special benefits must exceed the cost of the assessment:

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

The following benefit categories summarize the types of special benefit to residential, commercial, industrial, and other lots and parcels resulting from the Improvements to be provided with the assessment proceeds. These types of special benefit are summarized as follows:

- A. Proximity and access to Improved Landscaped Areas and Other Public Improvements within the District.
- B. Improved Views within the District.
- C. Extension of a property's outdoor areas and green spaces for properties within close proximity to the Improvements.
- D. Safety and Security within the District
- E. Creation of individual lots for residential use that, in absence of the Assessments, would not have been created.

In this case, the recent SVTA v. SCCOSA decision provides enhanced clarity to the definitions of special benefits to properties from similar improvements in three distinct areas:

- Proximity
- Expanded or improved access
- Views

The SVTA v. SCCOSA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The SVTA v. SCCOSA decision also provides specific guidance that park improvements are a direct advantage and special benefit to property that is proximate to a park that is improved by an assessment:

The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).

Proximity, improved access and views, in addition to the other special benefits listed herein further strengthen the basis of these assessments.

Moreover, the Dahms decision further clarified that certain services and improvements funded by assessments, that are over and above what otherwise would be provided and that other property in general and the public do not share or receive are 100% special benefit. The assessment-funded services upheld by Dahms included streetscape maintenance and security services.

Special Benefit

SCI assessment engineers have identified the following special benefits:

Proximity and Access to Improved Landscaped Areas within the District

Only the specific properties within close proximity to the Improvements are included in the District. The District has been narrowly drawn to include the properties that receive special benefits from the Improvements. Therefore, property in the District enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the District do not share.

In absence of the Assessments, the Improvements would not be provided, and the public improvements funded in the District would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the Assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the District, they provide a direct advantage and special benefit to property in the District.

Improved Views within the Assessment District

The City, by maintaining permanent public improvements funded by the Assessments in the District, provides improved views to properties in the District. The properties in the District enjoy close and unique proximity, access and views of the specific Improvements funded in the District; therefore, the improved and protected views provided by the Assessments are another direct and tangible advantage that is uniquely conferred upon property in the District.

Extension of a Property's Outdoor Areas and Green Spaces for Properties within Close Proximity to the Improvements

In large part because it is cost prohibitive to provide large open land areas on property in the District, the residential, commercial, and other benefiting properties in the District do not have large outdoor areas and green spaces. The Improvements within the District provide additional outdoor areas that serve as an effective extension of the land area for proximate properties because the Improvements are uniquely proximate and accessible to property in close proximity to the Improvements. The Improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties in the District because such properties have uniquely good and close proximity to the Improvements.

Safety and Security within the Assessment District

The City, through proper installation, maintenance and servicing of public and private improvements funded by the Assessments in the District, provides increased security and safety by preventing crime and suppressing fire. For parks and recreation Improvements, proper lighting and well-kept landscapes help to deter crime and vandalism. Other landscaped area activities such as slope maintenance and brush clearing provide critical fire suppression.

Creation of Individual Lots for Residential Use that, in Absence of the Assessments, Would Not Have Been Created

In the District, the original owner/developer(s) of the property within the District agreed unanimously to the Assessments. The Assessments provide the necessary funding for improvements that were required as a condition of development and subdivision approval. Therefore, such Assessments allowed the original property to be subdivided and for development of the parcels to occur. As parcels were sold, new owners were informed of the Assessments through the title reports, and in some cases, through Department of Real Estate "White Paper" reports that the parcels were subject to assessment. Purchase of property was also an "agreement" to pay the Assessment. Therefore, in absence of the Assessments, the lots within most of the District would not have been created. These parcels, and the improvements that were constructed on the parcels, receive direct advantage and special benefit from the Assessments.

Summary of Relative Weight of Benefit Factors

A solid argument could be made that the Creation of Individual Lots benefit comprises 100% of the benefit because the Improvements were incorporated into the original planning and design of the subdivision, and thus were deemed to be necessary and required for the development of the lot. Without those Improvements and associated benefit, the lots would not have been created in the first place. Nevertheless, four other definitive benefits accruing to the parcels within the District are identified, and an allowance should be made within the overall relative importance of benefits. The relative benefit level of the five identified benefits used in this Report is shown below.

Table 3: Relative Benefit Levels

<u>Benefit Category</u>	<u>Relative Weight</u>
Proximity & Access	10%
Views	10%
Outdoor Area Extension	10%
Safety & Security	10%
Creation of Lots	60%
TOTAL Benefit	<u>100%</u>

General Versus Special Benefit

Article XIIC of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to “separate the general benefits from the special benefits conferred on a parcel.” The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. An assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

$$\begin{array}{c} \textit{Total} \\ \textit{Benefit} \end{array} = \begin{array}{c} \textit{General} \\ \textit{Benefit} \end{array} + \begin{array}{c} \textit{Special} \\ \textit{Benefit} \end{array}$$

There is no widely accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements.

In this Report, the general benefit is liberally estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

The starting point for evaluating general and special benefits is the current, baseline level of service. The Assessment will fund Improvements “over and above” this general, baseline level and the general benefits estimated in this section are over and above the baseline.

A formula to estimate the general benefit is listed below:

$$\text{General Benefit} = \text{Benefit to Real Property Outside the Assessment District} + \text{Benefit to Real Property Inside the Assessment District that is Indirect and Derivative} + \text{Benefit to the Public at Large}$$

Special benefit, on the other hand, is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The SVTA v. SCCOSA decision indicates that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In these Assessments, as noted, properties in the District have close and unique proximity, views and access to the Improvements and uniquely improved desirability and other benefits from the Improvements, and the public at large does not receive significant benefits because they do not have proximity, access or views of the Improvements. Therefore, the overwhelming proportion of the benefits conferred to property is special and is only minimally received by property outside the Districts or the public at large.

Benefit Finding

Quantification of General Benefit

In this section, the general benefit from landscaping and other types of Improvements is liberally estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

Benefit to Property Outside the Assessment Districts

Properties within the District receive almost all the special benefits from the Improvements because properties in the District enjoy unique close proximity and access to the Improvements that is not enjoyed by other properties or the public at large. However, certain properties within the proximity/access radius of the Improvements, but outside of the boundaries of the District, may receive some benefit from the Improvements. Since this benefit is conferred to properties outside the District boundaries, it contributes to the overall general benefit calculation and will not be funded by the Assessments. The general benefit to property outside of the District is calculated with the parcel and data analysis performed by SCI Consulting Group.

Since certain properties outside the District enjoy close proximity and access to the Improvements cannot be assessed by the District, this is a form of general benefit to other property. There are eight parcels outside the District that lie within a half mile travel distance of one of mini parks within the District. In addition, there are 79 parcels outside the District that are directly adjacent to areas where brush clearing activity is performed by the District. The benefits conferred to these properties do not include the Lot Creation benefit factor, therefore the benefit is reduced by 60%. The general benefit to property outside of the District is calculated as follows.

Assumptions:

87 Parcels Outside District
1,246 Parcels In the District
40% Benefit Factor

Calculation:

General Benefit to Property Outside the District

$$\frac{87}{87 + 1,246} \times 40\% = \mathbf{2.61\%}$$

Benefit to Property *Inside* the Assessment Districts that is *Indirect and Derivative*

The “indirect and derivative” benefit to property within the District is particularly difficult to calculate. A solid argument can be presented that all benefit within the District is special because the other Improvements are clearly “over and above” and “particular and distinct” when compared with the baseline level of service and the unique proximity, access and views of the other Improvements enjoyed by benefiting properties in the District.

Nevertheless, the SVTA vs. SCCOSA decision indicates there may be general benefit “conferred on real property located in the district” A measure of the general benefits to property within the Assessment area is the percentage of land area within or directly abutting the District that is publicly owned and used for regional purposes such as regional parks, major roads, rail lines and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. Approximately 1.51% of the land area in the District is used for such regional purposes, so this is a measure of the general benefits to property within the District.

Benefit To The Public At Large

The general benefit to the public at large can be estimated by the proportionate amount of time that the District’s Improvements are used and enjoyed by individuals who are not residents, employees, customers or property owners in the District. There are two ways in which the public at large can enjoy the improvements, with each counting for half the general benefit: use of parks, and pass-by trips where landscaped areas can be viewed. In the case of the mini parks that serve primarily the neighborhood, City staff estimate that approximately 10% of the users do not live, work or own property in the District. The general landscape improvements are typically along slopes and open space areas, out of view of the general public, so no general benefit is conferred for views of landscaping. Finally, the general benefits conferred to the public at large does not include the benefit of lot creation, so this benefit is further reduced by half. Therefore, we find that $((50\% \text{ of } 10\%) \times 50\% =) 2.50\%$ of the benefits from the Improvements are general benefits to the public at large.

Total General Benefits

Using a sum of these three measures of general benefit,

Landscaping General Benefit Calculation

2.61%	<i>Outside the District</i>
1.51%	<i>Inside the District</i>
<u>2.50%</u>	<i>Public At Large</i>
6.62%	<i>Total General Benefit</i>

we find that approximately 6.62% of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

Zones of Benefit

The boundaries of the District were developed in conjunction and concurrent with the planning and design of the subdivisions and Improvements, and thus include only the properties in the City of Diamond Bar that are proximate to the Improvements and that would materially benefit from the Improvements. Certain other properties surrounding the District were not part of the designed association between the Improvements and the assessed areas and are generally less proximate to the Improvements. In other words, the boundaries of the District have been narrowly drawn to include only properties that will specially benefit from the Improvements and would receive a declining level of service if the Assessments were not approved.

The SVTA decision indicates:

“In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not ‘particular and distinct’ and are not ‘over and above’ the benefits received by other properties ‘located in the district.’

“We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefiting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district’s property values).”

In the District, the benefit that each parcel receives from the Improvements is direct, and the boundaries are narrowly drawn to include only parcels that benefit from the Assessment. However, proximity to the improvements varies somewhat within the District. In order to most conservatively assure that Assessments are proportional to the relative benefits in the District, three zones have been created:

- A. In the area south of Grand Avenue the concentration of landscaped areas (brush and slopes) as well as mini parks is the greatest.
- B. In the area north of Grand Avenue but south of Pantera Park there is less concentration of landscaped slopes and brush-cleared areas, but still a high concentration of mini parks.

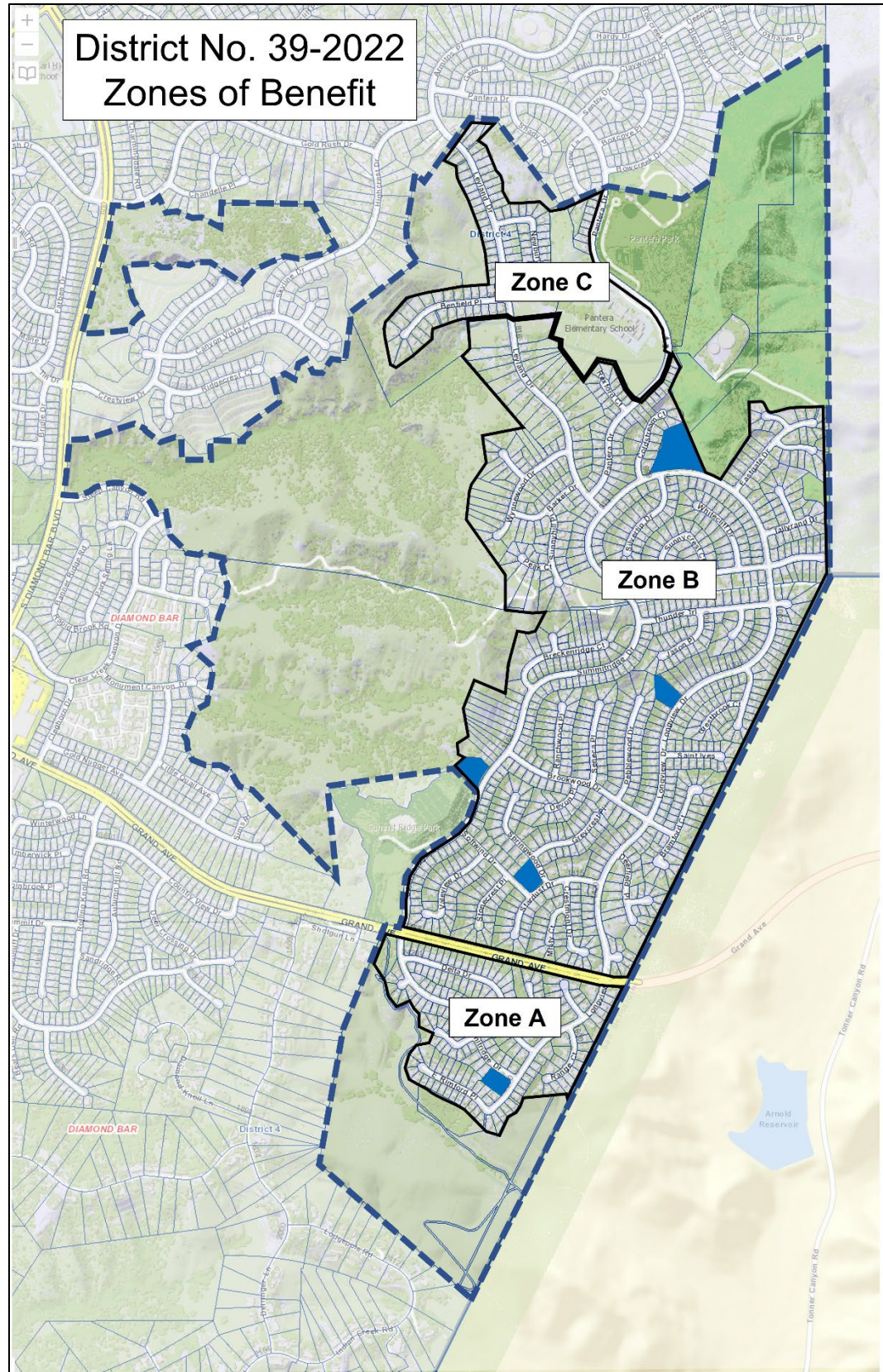
- C. In the area around and north of Pantera Park there is less concentration of landscaped slopes and brush-cleared areas and no mini parks within a half mile.

Based on the varying characteristics of these three distinct zones, each of the five benefit categories have been assigned a benefit factor to estimate the overall relative benefit. Using Zone A as the benchmark (100%), the other two zones derive less benefit due to the proximity of relatively fewer improvements. This estimation is summarized below.

Table 4: Zones of Benefit – Relative Levels

<u>Benefit Category</u>	<u>Weight</u>	<u>Zone A</u>		<u>Zone B</u>		<u>Zone C</u>	
		Factor	Benefit	Factor	Benefit	Factor	Benefit
Proximity & Access	10%	100%	10.0%	75%	7.5%	75%	7.5%
Views	10%	100%	10.0%	100%	10.0%	75%	7.5%
Outdoor Area Ext.	10%	100%	10.0%	100%	10.0%	75%	7.5%
Safety & Security	10%	100%	10.0%	100%	10.0%	100%	10.0%
Creation of Lots	60%	100%	60.0%	100%	60.0%	100%	60.0%
Relative Benefit		<u>100.0%</u>		<u>97.5%</u>		<u>92.5%</u>	

A map of these zones is shown on the following page.



Method of Apportionment

As previously discussed, the proposed Assessments will provide comprehensive Improvements that will clearly confer special benefits to properties in the proposed District. The allocation of special benefits to property is partially based on the type of property and the size of property. These benefits can also partially be measured by the occupants on property in the District because such parcel population density is a measure of the relative benefit a parcel receives from the Improvements. It should be noted that many other types of “traditional” assessments also use parcel population densities to apportion the Assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population density of the parcels assessed. Therefore, the apportionment of benefit is reasonably based on the type of parcel, the size of parcels and the population density of parcels.

The next step in apportioning Assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a single-family home, or, in other words, on the basis of Single-Family Equivalents (SFE). This SFE methodology is commonly used to distribute Assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of Assessments. For the purposes of this Engineer’s Report, all properties are assigned an SFE value, which is each property’s relative benefit in relation to a single-family home on one parcel. In this case, the “benchmark” property is the single-family detached dwelling which is one Single Family Equivalent or one SFE.

Residential Properties

In the District, there is only one type of residential property present: the single-family home. Other types of residential property, such as multifamily, apartments and condominiums, are not present. Furthermore, the property in the District is fully developed, has been stable since its original development in the late 1980s, and is zoned such that a change in that dominate land use is not expected in the future. As a result, there is no need for a detailed analysis of population densities to determine relative benefit for other types of residential properties. Each single-family residential property is assigned one SFE.

Vacant/Undeveloped Properties

While there are currently no vacant or undeveloped properties in the District, the following discussion is included in the event that properties become vacant in the future.

The benefit to undeveloped properties is determined to be proportional to the corresponding benefits for similar type developed properties, but at a lower rate due to the lack of improvements on the property. A measure of the benefits accruing to the underlying land is the average value of land in relation to Improvements for developed property. An analysis of the assessed valuation data from the City of Diamond Bar found that approximately 45% of the assessed value of improved properties is classified as the land value. It is reasonable to assume, therefore, that approximately 45% of the benefits are related to the underlying land and 55% are related to the improvements and the day-to-day use of the property. Using this ratio, the SFE factor for vacant/undeveloped parcels is 0.45 per parcel.

Other Property Types

Notwithstanding the foregoing discussion, there are four other types of property uses to be considered: School, municipal park, water utility, and open space. These are discussed below.

School Property: Pantera Elementary School lies within the District and may derive some benefit from the Improvements. However, all benefits that may be derived from the Improvements are included in the General Benefits calculation noted earlier. Therefore, the School accrues no further Special Benefit and is not assessed a fee.

Municipal Park: Pantera Park lies partly within the District. However, all benefits that may be derived from the improvements are included in the General Benefits calculation noted earlier. Therefore, the park accrues no further special benefit and is not assessed a fee.

Water Utility: The Walnut Valley Water District owns a parcel with two water tanks used to supply water for domestic use and fire protection. This property has no people stationed on-site and derives no benefit in any category. Therefore, it is not assessed a fee.

Open Space: The open space parcels that lie within the District are part of the improvements (views, safety & security, etc.) Therefore, these parcels are not assessed a fee.

Annual Cost Indexing

The assessment shall be subject to an adjustment tied to the Consumer Price Index-U for the Los Angeles-Riverside-Orange County area as of December of each succeeding year (the “CPI”). The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the Assessment was levied adjusted annually by the change in CPI.

Duration of Assessment

It is proposed that the Assessments, if approved by property owners, will be continued every year after their formation, so long as the public Improvements need to be maintained and improved, and the City requires funding from the Assessments for these Improvements in the District. As noted previously, the Assessment can continue to be levied annually after the City Council approves an annually updated Engineer’s Report, budget for the Assessment, Improvements to be provided, and other specifics of the Assessment. In addition, the City Council must hold an annual public hearing to continue the Assessment.

Appeals of Assessments Levied to Property

Any property owner who feels that the Assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment may file a written appeal with the City of Diamond Bar City Manager or his or her designee. Any such appeal is limited to correction of an Assessment during the then-current Fiscal Year and applicable law. Upon the filing of any such appeal, the City Manager or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Manager or his or her designee finds that the Assessment should be modified, the appropriate changes shall be made to the Assessment Roll. If any such changes are approved after the Assessment Roll has been filed with the County for collection, the City Manager or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City Manager or his or her designee shall be referred to the Diamond Bar City Council, and the decision of the City Council shall be final.

Assessment Funds Must Be Expended Within the District Area

The net available Assessment funds, after incidental, administrative, financing and other costs shall be expended exclusively for Improvements within the boundaries of the District or as described herein, and appropriate incidental and administrative costs as defined in the Plans and Specifications section.

Assessment

WHEREAS, the City of Diamond Bar directed the undersigned engineer of Work to prepare and file a report presenting an estimate of costs, a Diagram for the District and an assessment of the estimated costs of the Improvements upon all assessable parcels within the District;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under the Act, Article XIID of the California Constitution, and the order of the City of Diamond Bar City Council, hereby makes the following Assessment to cover the portion of the estimated cost of the Improvements, and the costs and expenses incidental thereto to be paid by the District.

The amount to be paid for said Improvements and the expense incidental thereto, to be paid by the District for the Fiscal Year 2024-25 is generally as follows:

Table 5: FY 2024-25 Summary Cost Estimate

Salaries & Benefits	\$ 36,334
Operating Expenses & Services	435,700
Enhancements / Improvements / Reserves	671,527
Total Budget	<u>\$ 1,143,561</u>
Less General Fund Contribution	(31,249)
Less Carryover	(447,097)
Net Amount to Assessments	<u><u>\$ 665,215</u></u>

As required by the Act, an Assessment Diagram of the District is hereto attached and incorporated herein by reference. The distinctive number of each parcel or lot of land in the District is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby assess and apportion the net amount of the cost and expenses of the Improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within the District, in accordance with the special benefits to be received by each parcel or lot, from the Improvements, and more particularly set forth in the Estimate of Cost and Method of Assessment in the Report.

The Assessment is made upon the parcels or lots of land within the District in proportion to the special benefits to be received by the parcels or lots of land, from the Improvements.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Los Angeles for the Fiscal Year 2024-25. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County.

I hereby will place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the Fiscal Year 2024-25 for each parcel or lot of land within the District.

Dated: July 16, 2024

Engineer of Work



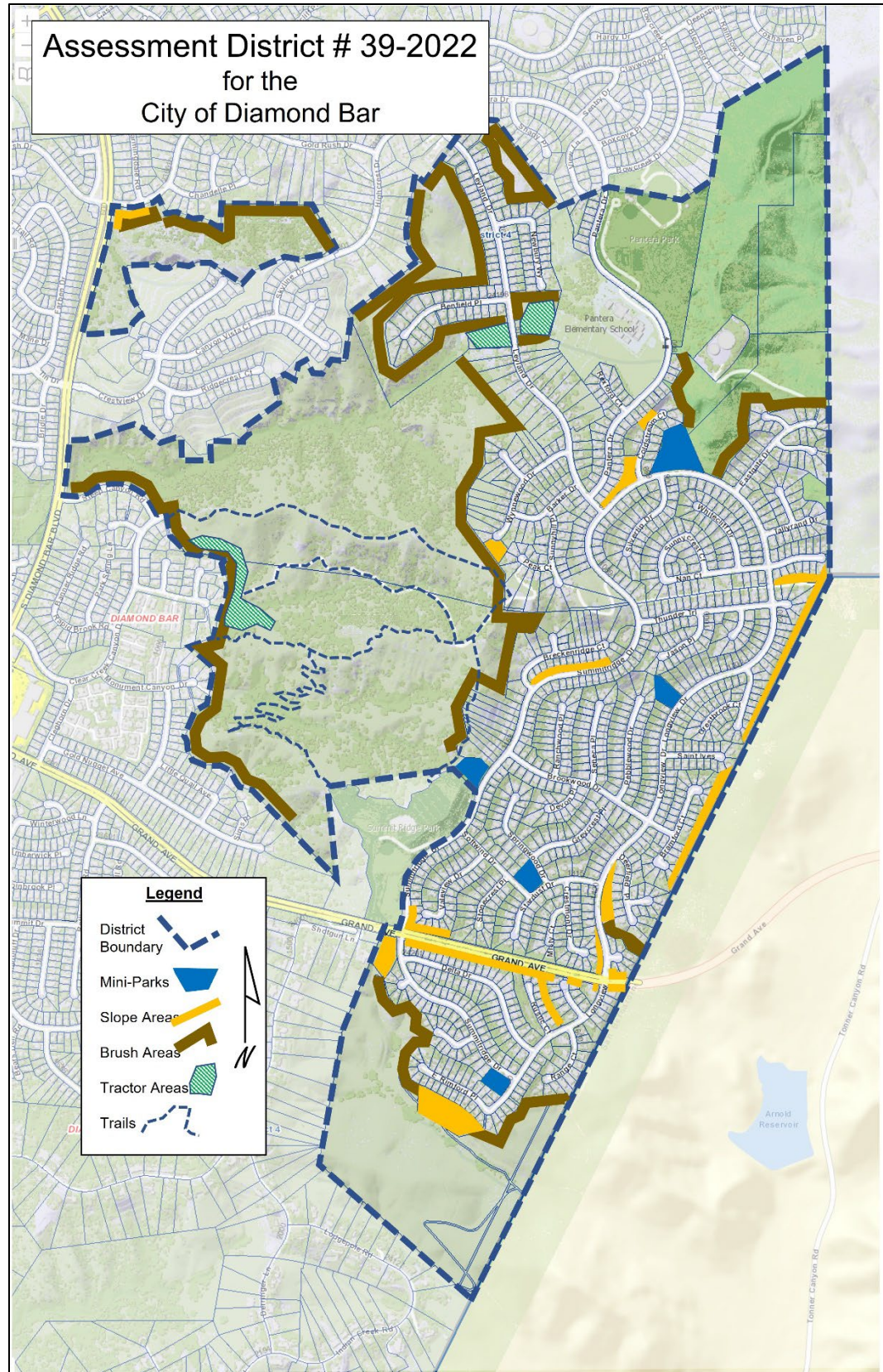
By

A handwritten signature in blue ink, appearing to read "Edric W. H. Kwan", written over a horizontal green line.

Edric W. H. Kwan, P.E.
License No. C062829

Assessment Diagram

The District boundary and the parcels to be assessed in Landscaping Assessment District No. 39-2022 are shown on the Assessment Diagram, which is on file with the City Clerk of the City of Diamond Bar and includes all those properties included in the original formation of the District and subsequent annexations. The following Assessment Diagram is for general location only and is not to be considered the official boundary map. The lines and dimensions of each lot or parcel within the District are those lines and dimensions as shown on the maps of the Assessor of the County of Los Angeles, for Fiscal Year 2024-25, and are incorporated herein by reference, and made a part of this Diagram and this Report.



Assessment Roll

An Assessment Roll (a listing of all parcels assessed within the District and the amount of the Assessment) will be filed with the City Clerk and is, by reference, made part of this Report and is available for public inspection during normal office hours at the City Hall at 21810 Copley Drive, 2nd floor, Diamond Bar, California 91765.

Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference, made part of this Report. These records shall govern for all details concerning the description of the lots or parcels.

Agenda #: 6.3
Meeting Date: July 16, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **LEVYING ASSESSMENTS ON LANDSCAPE ASSESSMENT
DISTRICT NO. 41-2021 FOR FISCAL YEAR 2024/25.**
STRATEGIC
GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

- A. Receive presentation, open Public Hearing to receive testimony, close Public Hearing; and
- B. Adopt Resolution No. 2024-31 to levy and collect assessments for Landscape Assessment District No. 41-2021 for Fiscal Year 2024/25.

FINANCIAL IMPACT:

The assessments generated by this District in the amount of \$311,346, and \$11,955 of General Fund Contribution (3.84% General Benefit), with an \$157,185 Fund Balance Carryover, are included for the operation and maintenance costs in the Fiscal Year 2024/25 Budget Special Fund No. 241.

BACKGROUND/DISCUSSION:

As part of the assessment district updates, the City must undergo a three-step process. This is the final part of the three-step process in which the City Council conducts a public hearing on the District's proposed annual assessment, and subsequently considers the related resolution confirming the levy assessments. Throughout the entire process, all proceedings for the maintenance of improvements have been pursuant to the provisions of the Landscape and Lighting Act of 1972 of Part 2 Division 15 of the Streets and Highways Code of the State of California and applicable provisions of Proposition 218, Article 10 XIID of the California Constitution.

On April 2, 2024, the City Council adopted Resolution No. 2024-11, ordering the City Engineer to prepare and file an Engineer's Report related to maintenance of

improvements in Landscaping Assessment District No. 41-2021 (District) and any assessment thereon for Fiscal Year 2023/24.

On June 18, 2024, the City Council adopted Resolution No. 2024-25, declaring the City's intention to levy and collect assessments for the District and directing staff to advertise the Public Hearing to be set for the July 16, 2024, regular meeting.

The attached Engineer's Report for the City's Landscaping Assessment District Number 41-2021 (Attachment 2), which has been prepared pursuant to provisions of the Landscaping and Lighting Act of 1972 of Part 2 of Division 15 of the Streets and Highways Code of the State of California, includes authority for the report, estimated costs of operation and maintenance, a diagram for the District and the assessments.

The estimated number of parcels within the District is 554 parcels. The Engineer's Report contains a full and detailed description of the improvements, the boundaries of the assessment district, and the proposed assessments upon assessable lots and parcels of land within the District for Fiscal Year 2024/25. Said proposed assessment amounts for the single-family and multi-family parcels are \$573.93 and \$528.02, respectively, an increase of 3% from Fiscal Year 2023/24.

LEGAL REVIEW:

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

PREPARED BY:

Nicholas Delgado

Nicholas Delgado, Management Analyst

7/16/2024

REVIEWED BY:

David G. Liu

David G. Liu, Public Works Director/City Engineer

7/9/2024

Jason Jacobsen

Jason Jacobsen, Finance Director

7/9/2024

Attachments:

1. 6.3.a Resolution No. 2024-31 (LAD 41-2021)
2. 6.3.b LLAD 41-2021 Engineer's Final Report for FY2024-25

RESOLUTION NO. 2024-31**A RESOLUTION LEVYING AN ASSESSMENT ON CITY OF DIAMOND BAR LANDSCAPING ASSESSMENT DISTRICT NO. 41-2021 FOR THE FISCAL YEAR 2024-25.**

WHEREAS, by its Resolution No. 2024-25, this Council approved a report of the Engineer of Work related to City of Diamond Bar Assessment District No. 41-2021 ("District") prepared pursuant to Article XIII of the California Constitution, and the Landscape and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof), which described the improvements thereon, and gave notice of and fixed the time and place of the hearing on the question of assessment thereon for fiscal year 2024-25. A diagram of the area encompassed by said assessment district is attached hereto as Exhibit "A";

WHEREAS, the Report is on file with the City Clerk of the City of Diamond Bar;

WHEREAS, said hearing was duly and properly noticed, commenced in the SCAQMD Auditorium located at 21865 Copley Drive, Diamond Bar, California, on July 16, 2024, and was concluded prior to the adoption of this Resolution; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

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

Section 1. The Recitals of this Resolution are in all respects true and correct.

Section 2. This Council hereby expressly overrules any and all protests filed objecting to the proposed improvements specified herein or the assessment levied, therefore.

Section 3. Based upon its review of the report of the Engineer of Work referred to hereinabove, and other reports and information, the City Council hereby finds that (i) the land within the District will be benefitted by the improvements specified in the Report, (ii) the District includes all of the lands so benefitted, and (iii) the net amount to be assessed upon the lands within the District for the 2024-25 fiscal year is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

Section 4. The improvements specified in the report hereinabove referred to which is on file with the City Clerk of the City of Diamond Bar are hereby ordered to be completed.

Section 5. The assessment diagram contained in the Report and the

assessment amounts of \$573.93 and \$528.02 for the single-family and multi-family parcels, respectively, within said District are hereby adopted and confirmed and said assessment hereby is levied for the 2024-25 fiscal year.

Section 6. The assessment is in compliance with the provisions of the Act, and the City Council has complied with all laws pertaining to the levy of an annual assessment pursuant to the Act. The assessment is levied for the purpose of paying the costs and expenses of the improvements described in the Report for Fiscal Year 2024-25.

Section 7. The City of Diamond Bar City Council hereby certifies that the assessments to be placed on the 2024-25 property tax bills meet the requirements of Proposition 218 that added Articles XIIC and XIID to the California Constitution.

Section 8. The assessments are levied without regard to property valuation.

Section 9. The City Treasurer shall deposit all moneys representing assessments collected by the County to the credit of a special fund for use in City of Diamond Bar Landscape Assessment District No. 41-2021.

Section 10. The City Clerk is hereby authorized and directed to file the diagram and assessment with the County Auditor, together with a certified copy of this Resolution upon its adoption.

Section 11. A certified copy of the assessment and diagram shall be filed in the office of the City Clerk and open for public inspection.

Section 12. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 16th day of July 2024.

CITY OF DIAMOND BAR

Stan Liu, Mayor

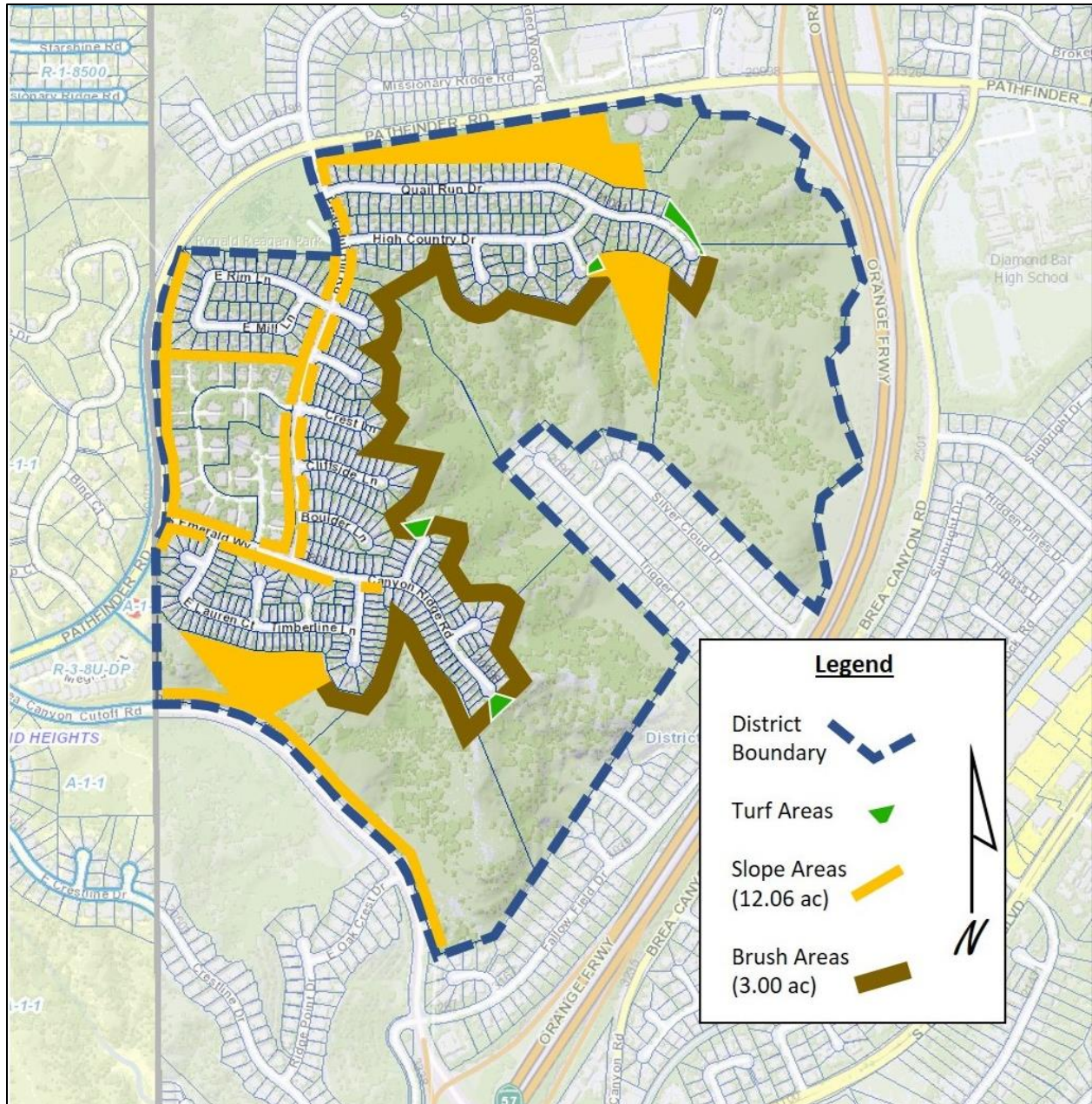
ATTEST:

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

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

Kristina Santana, City Clerk

Exhibit "A"
Landscape Assessment District 41-2021



Fiscal Year 2024-25

ENGINEER'S REPORT

City of Diamond Bar

Landscaping Assessment District No. 41-2021

July 2024

Final Report

Pursuant to the Landscape and Lighting Act of 1972 and Article XIID of the California Constitution

Engineer of Work:



4745 Mangels Boulevard
Fairfield, California 94534
707.430.4300
www.sci-cg.com

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City of Diamond Bar

City Council

Stan Liu, Mayor
Chia Yu Teng, Mayor Pro Tem
Andrew Chou, Councilmember
Ruth M. Low, Councilmember
Steve Tye, Councilmember

City Manager

Dan Fox

Public Works Director

David Liu

City Attorney

Omar Sandoval

Engineer of Work

Edric Kwan, P.E.
SCI Consulting Group

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Table of Contents

Introduction.....	1
Overview	1
Engineer’s Report and Continuation of Assessments	2
Legislative Analysis	2
Plans & Specifications	5
Fiscal Year 2024-25 Estimate of Cost and Budget	7
Budget for Fiscal Year 2024-25.....	7
Method of Assessment Apportionment	9
Method of Apportionment.....	9
Discussion of Benefit	9
Special Benefit.....	11
General Versus Special Benefit	13
Benefit Finding	15
Method of Apportionment.....	17
Residential Properties	18
Vacant/Undeveloped Properties.....	18
Other Property Types	19
Annual Assessment Calculation.....	19
Duration of Assessment	20
Appeals of Assessments Levied to Property	20
Assessment Funds Must Be Expended Within the District Area.....	20
Assessment	21
Assessment Diagram	24
Assessment Roll	25

List of Tables

Table 1: FY 2024-25 Estimate of Costs..... 7

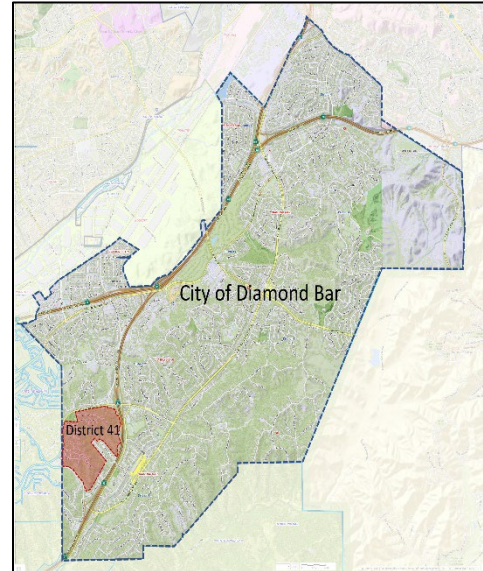
Table 2: Assessment Rate Determination..... 8

Table 3: FY 2024-25 Summary Cost Estimate 21

Introduction

Overview

The City of Diamond Bar (the “City”) services and maintains turf areas, slopes and open space areas and other improvements (“Improvements”) in the Diamond Bar Hills area of the City. In order to fund the maintenance and operation (“Services”) of these projects and improvements, Landscaping Assessment District No. 41 was formed in 1985 by the County of Los Angeles prior to the incorporation of the City of Diamond Bar. Upon incorporation in 1989, the City assumed jurisdiction over the District. Since the passage of Proposition 218, the assessments for this existing District cannot be increased beyond the previously approved amount of \$280.00 per parcel. This assessment amount does not generate sufficient revenue to fund the District’s improvements and services, and the annual shortfalls have been funded by the City’s General Fund.



In 2021, the City Council directed that a new assessment be proposed and voted on by property owners within the District in accordance with Proposition 218 (Article XIII C and D of the California Constitution). Their intent was to replace the existing District No. 41 with a new District No. 41-2021 that would adhere to the existing boundary and include the same improvements and services. These proposed assessments were supported by 87.55% of assessment ballots received from property owners (with each ballot weighted by the amount of assessments it represented). Therefore, on July 6, 2021 by its Resolution No. 2021-33, the City Council levied the new assessments for District No. 41-2021.

This Engineer’s Report (“Report”) was prepared to establish the budget for the Improvements (as described below) that will be funded by the proposed assessments and other revenue, and to determine the general and special benefits received from the Improvements by property within the District and the method of assessment apportionment to lots and parcels. This Report and the assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the “Act”) and Article XIID of the California Constitution (the “Article”).

Engineer's Report and Continuation of Assessments

The assessments were approved by a property-owner ballot proceeding in 2021, and were intended to replace the original District No. 41 which was established in 1985. In each subsequent year for which the assessments will be continued, the Diamond Bar City Council (the "Council") must direct the preparation of an Engineer's Report, budgets, and proposed assessments for the upcoming fiscal year. After the report is completed, the City Council may preliminarily approve the Engineer's Report and the continued assessments and establish the date for a public hearing on the continuation of the assessments. Accordingly, this Engineer's Report (the "Report") was prepared pursuant to the direction of the City Council.

As required by the Act, this Report includes plans and specifications, a diagram or map of the District, the benefits received by property from the Improvements within the District, and the method of assessment apportionment to lots and parcels within the District.

If the Council approves this Engineer's Report and the continuation of the Assessments by resolution, a notice of public hearing must be published in a local newspaper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Engineer's Report and establishing the date for a public hearing is typically used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the Assessments. This hearing is currently scheduled for **July 16, 2024**. At this hearing, the Council will consider approval of a resolution confirming the continuation of the Assessments for fiscal year 2024-25. If so confirmed and approved, the Assessments would be submitted to the Los Angeles County Auditor/Controller for inclusion on the property tax rolls for fiscal year 2024-25.

Legislative Analysis

Proposition 218

The Right to Vote on Taxes Act was approved by the voters of California on November 6, 1996 and is now Article XIIC and XIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services and improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

Silicon Valley Taxpayers Association, Inc. v Santa Clara County Open Space Authority (2008) 44 Cal. 4th 431

In July of 2008, the California Supreme Court issued its ruling on the *Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority* ("SVTA"). This ruling is significant in that the Court clarified how Proposition 218 made changes to the determination of special benefit. The Court also found that:

- Benefit assessments are for special, not general, benefit
- The services and/or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the Improvement District
- The assessment paid by property should be proportional to the special benefits it receives from the Improvements

Dahms v. Downtown Pomona Property (2009) 174 Cal. App. 4th 708

In *Dahms v. Downtown Pomona Property* ("Dahms") the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

Bonander v. Town of Tiburon (2009) 180 Cal. App. 4th 103

Bonander v. Town of Tiburon ("Bonander"), the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments primarily on the grounds that the assessments had been apportioned to assessed property based on the costs within sub-areas of the assessment district instead of the overall cost of the improvements and the overall proportional special benefits.

Beutz v. County of Riverside (2010) 184 Cal. App. 4th 1516

Steven Beutz v. County of Riverside ("Beutz") the Court overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

Golden Hill Neighborhood Association v. City of San Diego (2011) 199 Cal. App. 4th 416

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in *Beutz*, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

Compliance with Current Law

This Engineer's Report is consistent with the *SVTA* decision and with the requirements of Article XIII C and XIII D of the California Constitution because the Improvements to be funded are clearly defined; the benefiting property in the District enjoys close and unique proximity, access and views to the Improvements; the Improvements serve as an extension of usable land area for benefiting properties in the District and such special benefits provide a direct advantage to property in the District that is not enjoyed by the public at large or other property.

This Engineer's Report is consistent with *Beutz*, *Dahms* and *Greater Golden Hill* because the Improvements will directly benefit property in the District and the general benefits have been explicitly calculated and quantified and excluded from the Assessments. The Engineer's Report is consistent with *Bonander* because the Assessments have been apportioned based on the *overall* cost of the Improvements and Services proportional special benefit to each property, rather than the proportional cost to the District to provide the Improvements to specific properties.

Plans & Specifications

The City maintains landscaping and other improvements in locations within the District's boundaries. The work and improvements to be undertaken by Landscaping Assessment District No. 41-2021, ("District"), and the cost thereof paid from the levy of the annual Assessment provide special benefit to Assessor Parcels within the District as defined in the Method of Assessment herein. In addition to the definitions provided by the Landscaping and Lighting Act of 1972 (the "Act"), the work and improvements are generally described as mini-parks, slopes and open space areas within the District. The Assessment Diagram shows the location and extent of the Improvements to be installed, maintained or serviced by the proceeds from this Assessment District.

Installation, maintenance and servicing of Improvements, may include, but are not limited to, turf and play areas, landscaping, ground cover, shrubs and trees, irrigation systems, sidewalks, lighting, fencing, graffiti removal and repainting, and labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the District.

As applied herein, "Installation" means the construction of Improvements, including, but not limited to, land preparation (such as grading, leveling, cutting and filling), sod, landscaping, irrigation systems, walkways and drainage, lights, playground equipment, play courts, playing fields, recreational facilities and public restrooms.

"Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including repair, removal or replacement of all or any part of any improvement; providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste, and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

"Servicing" means the furnishing of electric current, or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; or water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment (Streets & Highways Code §22526).

Modifications to the District structure could include, but are not limited to, substantial changes or expansion of the Improvements provided, substantial changes in the service provided, modifications or restructuring of the District including annexation or detachment of specific parcels, revisions in the method of apportionment, or proposed new or increased assessments.

The assessment proceeds will be exclusively used for Improvements within the District plus incidental expenses.

Fiscal Year 2024-25 Estimate of Cost and Budget

Budget for Fiscal Year 2024-25

The 1972 Act provides that the total costs for providing the maintenance and servicing of the District Improvements and facilities can be recovered in the assessment spread including incidental expenses. The latter can include engineering fees, legal fees, printing, mailing, postage, publishing and all other costs identified with the District proceedings.

An estimate of District costs for fiscal year 2024-25 for the maintenance and servicing of the Improvements is provided below.

Table 1: FY 2024-25 Estimate of Costs

LANDSCAPING ASSESSMENT DISTRICT NO. 41-2021	
Expenditure Item	Amount
Salaries & Benefits	\$ 36,728
Operating Expenses	
Advertising	3,000
Utilities	77,000
Maintenance of Grounds/Buildings	46,000
Professional Services	7,000
Contract Services	
Landscape Maintenance	68,500
Tree Maintenance	23,000
Weed/Pest Abatement	50,118
Capital Improvements	0
Estimated Expenditures	<u>\$ 311,346</u>
Contingencies/Reserves	169,140
Total Budget	<u>\$ 480,486</u>
Revenue Item	Amount
Direct Benefit Assessments	\$ 311,346
Carryover from Prior Year	157,185
General Fund Contribution	3.84% 11,955
Estimated Revenues ¹	<u>\$ 480,486</u>

1. The Act requires that proceeds from the assessments must be deposited into a special fund that has been set up for the revenues and expenditures of the District. Moreover, funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance

remaining at the end of the Fiscal Year, June 30, must be carried over to the next Fiscal Year. The District may also establish a reserve fund for contingencies and special projects as well as a capital improvement fund for accumulating funds for larger capital improvement projects or capital renovation needs. Any remaining balance would either be placed in the reserve fund or would be used to reduce future years' assessments.

Table 2 below shows how the assessment rates are determined including the estimated number of single-family equivalents ("SFE") and how the costs of improvements are allocated to parcels as defined later in this Report.

Table 2: Assessment Rate Determination

<u>Single-Family Equivalents</u>	<u>Parcels</u>	<u>SFE factor</u>	<u>SFEs</u>
Single Family Parcels	410	100%	410.00
Condominium Parcels	144	92%	132.48
Total	554		542.48
<u>Budget Allocation to Parcels</u>			
Total Amount Assessed			\$ 311,346
Total SFEs			542.48
Assessment per SFE ¹			\$ 573.93
Single-Family Assessment			\$ 573.93
Condominium Assessment			\$ 528.02

1. The rate shown here is for a single-family home or its equivalent. For the definition of the term SFE and rates for other types of property, see the section titled, "Method of Assessment Apportionment" and the sections following it in this report.

Method of Assessment Apportionment

Method of Apportionment

This section of the Engineer's Report explains the benefits to be derived from the Improvements and the methodology used to apportion the total assessment to properties within the District.

The District consists of certain assessor parcels within the boundaries as defined by the Assessment Diagram referenced in this report and the parcels identified by the Assessor Parcel Numbers listed with the levy roll. The parcel list includes all privately and publicly owned parcels as shown. The method used for apportioning the Assessment is based upon the relative special benefits to be derived by the properties in the District over and above general benefits conferred on real property or to the public at large. The Assessment is apportioned to lots and parcels in proportion to the relative special benefit from the Improvements. The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the Improvements and the second step is to allocate the Assessments to property based on the estimated relative special benefit for each type of property.

Discussion of Benefit

In summary, the Assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. With reference to the requirements for assessments, Section 22573 of the Landscaping and Lighting Act of 1972 states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

Proposition 218, as codified in Article XIII D of the California Constitution, has confirmed that assessments must be based on the special benefit to property and that the value of the special benefits must exceed the cost of the assessment:

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

The following benefit categories summarize the types of special benefit to residential, commercial, industrial and other lots and parcels resulting from the Improvements to be provided with the assessment proceeds. These types of special benefit are summarized as follows:

- A. Proximity to Improved Landscaped Areas and Other Public Improvements within the District.
- B. Improved Views within the District.
- C. Extension of a property's outdoor areas and green spaces for properties within close proximity to the Improvements.
- D. Safety and Security within the District
- E. Creation of individual lots for residential and commercial use that, in absence of the Assessments, would not have been created.

In this case, the recent SVTA v. SCCOSA decision provides enhanced clarity to the definitions of special benefits to properties from similar improvements in three distinct areas:

◆ Proximity ◆ Expanded or Improved Access ◆ Views

The SVTA v. SCCOSA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The SVTA v. SCCOSA decision also provides specific guidance that park improvements are a direct advantage and special benefit to property that is proximate to a park that is improved by an assessment:

The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).

Proximity, improved access and views, in addition to the other special benefits listed herein further strengthen the basis of these assessments.

Moreover, the Dahms decision further clarified that certain services and improvements funded by assessments, that are over and above what otherwise would be provided and that other property in general and the public do not share or receive are 100% special benefit. The assessment-funded services upheld by Dahms included streetscape maintenance and security services.

Special Benefit

SCI assessment engineers have identified the following special benefits:

Proximity and Access to Improved Landscaped Areas within the District

Only the specific properties within close proximity to the Improvements are included in the District. The District has been narrowly drawn to include the properties that receive special benefits from the Improvements. Therefore, property in the District enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the District do not share.

In absence of the Assessments, the Improvements would not be provided, and the public improvements funded in the District would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the Assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the District, they provide a direct advantage and special benefit to property in the District.

Improved Views within the Assessment District

The City, by maintaining permanent public improvements funded by the Assessments in the District, provides improved views to properties in the District. The properties in the District enjoy close and unique proximity, access and views of the specific Improvements funded in the District; therefore, the improved and protected views provided by the Assessments are another direct and tangible advantage that is uniquely conferred upon property in the District.

Extension of a Property's Outdoor Areas and Green Spaces for Properties within Close Proximity to the Improvements

In large part because it is cost prohibitive to provide large open land areas on property in the District, the residential, commercial and other benefiting properties in the District do not have large outdoor areas and green spaces. The Improvements within the District provide additional outdoor areas that serve as an effective extension of the land area for proximate properties because the Improvements are uniquely proximate and accessible to property in close proximity to the Improvements. The Improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties in the District because such properties have uniquely good and close proximity to the Improvements.

Safety and Security within the Assessment District

The City, through proper installation, maintenance and servicing of public and private improvements funded by the Assessments in the District, provides increased security and safety by preventing crime and suppressing fire. For parks and recreation Improvements, proper lighting and well-kept landscapes help to deter crime and vandalism. Other landscaped area activities such as slope maintenance and brush clearing provide critical fire suppression.

Creation of Individual Lots for Residential Use that, in Absence of the Assessments, Would Not Have Been Created

In the District, the original owner/developer(s) of the property within the District agreed unanimously to the Assessments. The Assessments provide the necessary funding for improvements that were required as a condition of development and subdivision approval. Therefore, such Assessments allowed the original property to be subdivided and for development of the parcels to occur. As parcels were sold, new owners were informed of the Assessments through the title reports, and in some cases, through Department of Real Estate "White Paper" reports that the parcels were subject to assessment. Purchase of property was also an "agreement" to pay the Assessment. Therefore, in absence of the Assessments, the lots within most of the District would not have been created. These parcels, and the improvements that were constructed on the parcels, receive direct advantage and special benefit from the Assessments.

Summary of Relative Weight of Benefit Factors

A solid argument could be made that the Creation of Individual Lots benefit comprises 100% of the benefit because the Improvements were incorporated into the original planning and design of the subdivision, and thus were deemed to be necessary and required for the development of the lot. Without those Improvements and associated benefit, the lots would not have been created in the first place. Nevertheless, four other definitive benefits accruing to the parcels within the District are identified, and an allowance should be made within the overall relative importance of benefits. The relative benefit level of the five identified benefits used in this Report is shown below.

<u>Benefit Category</u>	<u>Relative Weight</u>
Proximity & Access	10%
Views	10%
Outdoor Area Extension	10%
Safety & Security	10%
Creation of Lots	60%
TOTAL Benefit	<u>100%</u>

General Versus Special Benefit

Article XIIC of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to “separate the general benefits from the special benefits conferred on a parcel.” The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. An assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

$$\text{Total Benefit} = \text{General Benefit} + \text{Special Benefit}$$

There is no widely-accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements.

In this Report, the general benefit is liberally estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

The starting point for evaluating general and special benefits is the current, baseline level of service. The Assessment will fund Improvements “over and above” this general, baseline level and the general benefits estimated in this section are over and above the baseline.

A formula to estimate the general benefit is listed below:

General Benefit	=	Benefit to Real Property Outside the Assessment District	+	Benefit to Real Property Inside the Assessment District that is Indirect and Derivative	+	Benefit to the Public at Large

Special benefit, on the other hand, is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The SVTA v. SCCOSA decision indicates that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In these Assessments, as noted, properties in the District have close and unique proximity, views and access to the Improvements and uniquely improved desirability from the Improvements and other properties and the public at large do not receive significant benefits because they do not have proximity, access or views of the Improvements. Therefore, the overwhelming proportion of the benefits conferred to property is special and is only minimally received by property outside the Districts or the public at large.

Benefit Finding

Quantification of General Benefit

In this section, the general benefit from landscaping and other types of Improvements is liberally estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

Benefit to Property Outside the Assessment Districts

Properties within the District receive almost all of the special benefits from the Improvements because properties in the District enjoy unique close proximity and access to the Improvements that is not enjoyed by other properties or the public at large. However, certain properties within the proximity/access radius of the Improvements, but outside of the boundaries of the District, may receive some benefit from the Improvements. Since this benefit is conferred to properties outside the District boundaries, it contributes to the overall general benefit calculation and will not be funded by the Assessments. The general benefit to property outside of the District is calculated with the parcel and data analysis performed by SCI Consulting Group.

Since certain properties outside the District enjoy close proximity and access to the Improvements cannot be assessed by the District, this is a form of general benefit to other property. There are 23 parcels outside the District that are directly adjacent to areas where slopes are maintained by the District. The benefits conferred to these properties do not include the Lot Creation benefit factor, therefore the benefit is reduced by 60%. The general benefit to property outside of the District is calculated as follows.

<u>Assumptions:</u>	
<i>23 Parcels Outside District</i>	
<i>554 Parcels In the District</i>	
<i>40% Benefit Factor</i>	
<u>Calculation:</u>	
<i>General Benefit to Property Outside the District</i>	
$\frac{23}{23 + 554}$	$\times 40\% = \mathbf{1.59\%}$

Benefit to Property *Inside* the Assessment Districts that is *Indirect and Derivative*

The “indirect and derivative” benefit to property within the District is particularly difficult to calculate. A solid argument can be presented that all benefit within the District is special, because the other Improvements are clearly “over and above” and “particular and distinct” when compared with the baseline level of service and the unique proximity, access and views of the other Improvements enjoyed by benefiting properties in the District.

Nevertheless, the SVTA vs. SCCOSA decision indicates there may be general benefit “conferred on real property located in the district” A measure of the general benefits to property within the Assessment area is the percentage of land area within or directly abutting the District that is publicly owned and used for regional purposes such as regional parks, major roads, rail lines and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. The District boundaries are narrowly drawn to include only the residential areas within the neighborhood, and there are no regional facilities within the District. Therefore, the indirect and derivative general benefits to property within the District are zero.

Benefit To The Public At Large

The general benefit to the public at large can be estimated by the proportionate amount of time that the District’s Improvements are used and enjoyed by individuals who are not residents, employees, customers or property owners in the District. It should be noted that these Improvements do not attract the public at large in the same way as park improvements, and they confer far less benefit to the public at large than do similar park improvements. In essence, the public does not visit an area to enjoy slope improvements in the same way as they may visit a park.

However, certain slopes maintained by the District may provide some enhancement to views enjoyed by the public as they drive past. Approximately 25% of the slopes and linear green areas maintained by the District lie along arterial roadways that carry a high percentage of traffic not associated with people who are not residents or property owners within the District. While there are not statistics available as to what percentage of pass-by vehicle trips are by non-residents or non-property owners, a liberal factor of 90% is assumed. Finally, of all the types of benefits conferred by the Improvements, passersby only benefit from views, which are estimated at 10% of the total benefits. Therefore, we find that $((90\% \text{ of } 25\%) \times 10\% =) 2.25\%$ of the benefits from the Improvements are general benefits to the public at large.

Total General Benefits

Using a sum of these three measures of general benefit, we find that approximately 3.84% of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

Landscaping General Benefit Calculation

1.59%	Outside the District
0.00%	Inside the District
2.25%	Public At Large
3.84%	Total General Benefit

Method of Apportionment

As previously discussed, the proposed Assessments will provide comprehensive Improvements that will clearly confer special benefits to properties in the proposed District. The allocation of special benefits to property is partially based on the type of property and the size of property. These benefits can also partially be measured by the occupants on property in the District because such parcel population density is a measure of the relative benefit a parcel receives from the Improvements. It should be noted that many other types of “traditional” assessments also use parcel population densities to apportion the Assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population density of the parcels assessed. Therefore, the apportionment of benefit is reasonably based on the type of parcel, the size of parcels and the population density of parcels.

The next step in apportioning Assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a single-family home, or, in other words, on the basis of Single-Family Equivalents (“SFE”). This SFE methodology is commonly used to distribute Assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of Assessments. For the purposes of this Engineer’s Report, all properties are designated a SFE value, which is each property’s relative benefit in relation to a single-family home on one parcel. In this case, the “benchmark” property is the single-family detached dwelling which is one Single Family Equivalent or one SFE.

Residential Properties

Certain residential properties in the District that contain a single residential dwelling unit are assigned one Single Family Equivalent or 1.0 SFE. Detached or attached houses and zero-lot line houses are included in this category of single-family residential property. If there is more than one single family detached dwelling on a parcel, it will be charged one SFE per single family detached dwelling.

Another residential property type in the District is the condominium. These properties benefit from the Improvements in proportion to the average number of people who reside in multi-family residential units versus the average number of people who reside in a single-family home (Population Density Factor, or PDF). Using the total population of each property type in the City from recent Census data and dividing it by the total number of such households reveals that approximately 3.42 persons occupy each single-family residence, whereas an average of 2.48 persons occupy each condominium. The ratio of 2.48 people (condominium) to 3.42 people (single-family) results in a PDF of 0.73 for condominiums.

The PDF of 0.73 for condominiums is applied to certain benefit categories, whereas other benefit categories are applicable to condominiums in full measure. The calculation of the overall SFE factors are summarized below.

<u>Benefit Category</u>	<u>Weight</u>	<u>SFR</u>		<u>Condo</u>	
		<u>PDF</u>	<u>SFE Factor</u>	<u>PDF</u>	<u>SFE Factor</u>
Proximity & Access	10%	100%	10.0%	73%	7.3%
Views	10%	100%	10.0%	73%	7.3%
Outdoor Area Extension	10%	100%	10.0%	73%	7.3%
Safety & Security	10%	100%	10.0%	100%	10.0%
Creation of Lots	60%	100%	60.0%	100%	60.0%
TOTAL Benefit	100%		100%		92%

There are no other multi-family property types (e.g., duplex, triples, fourplex, apartments) in the District, and none are foreseen in the near future. Therefore, no SFR-based assessment rate is calculated.

Vacant/Undeveloped Properties

While there are currently no vacant or undeveloped properties in the District, the following discussion is included in the event that properties become vacant in the future.

The benefit to undeveloped properties is determined to be proportional to the corresponding benefits for similar type developed properties, but at a lower rate due to the lack of improvements on the property. A measure of the benefits accruing to the underlying land is the average value of land in relation to Improvements for developed property. An analysis of the assessed valuation data from the City of Diamond Bar found that approximately 45% of the assessed value of improved properties is classified as the land value. It is reasonable to assume, therefore, that approximately 45% of the benefits are related to the underlying land and 55% are related to the improvements and the day-to-day use of the property. Using this ratio, the SFE factor for vacant/undeveloped parcels is 0.45 per parcel.

Other Property Types

Notwithstanding the foregoing discussion, there are two other types of property uses to be considered: Water utility and open space. These are discussed below.

Water Utility: The Walnut Valley Water District owns a parcel with two water tanks used to supply water for domestic use and fire protection. This property has no people stationed on-site and derives no benefit in any category. Therefore, it is not assessed a fee.

Open Space: The open space parcels that lie within the District are part of the improvements (views, safety & security, etc.) Therefore, these parcels are not assessed a fee.

The property in the District is fully developed, has been stable since its original development in the late 1980s, and is zoned such that a change in the predominately residential land use is not expected in the future. As a result, there is no analysis of type, size and population densities for other uses such as commercial, industrial and institutional properties.

Annual Assessment Calculation

The assessment shall be subject to an adjustment up to a cap of 3% annually, which adjustment shall be based upon actual costs, including any reasonable reserves, supported by an Engineer's Report prepared in accordance with Article XIID of the California Constitution. If the Engineer's Report does not support an increase or supports a reduction in the assessment, then the assessment shall not be increased or shall be lowered as applicable.

Duration of Assessment

The District was formed or annexed in previous years. It is proposed that the Assessments be continued every year after their formation or annexation, so long as the public Improvements need to be maintained and improved, and the City requires funding from the Assessments for these Improvements in the District. As noted previously, the Assessment can continue to be levied annually after the City Council approves an annually updated Engineer's Report, budget for the Assessment, Improvements to be provided, and other specifics of the Assessment. In addition, the City Council must hold an annual public hearing to continue the Assessment.

Appeals of Assessments Levied to Property

Any property owner who feels the Assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment may file a written appeal with the City of Diamond Bar City Manager or his or her designee. Any such appeal is limited to correction of an Assessment during the then-current Fiscal Year and applicable law. Upon the filing of any such appeal, the City Manager or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Manager or his or her designee finds the Assessment should be modified, the appropriate changes shall be made to the Assessment Roll. If any such changes are approved after the Assessment Roll has been filed with the County for collection, the City Manager or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City Manager or his or her designee shall be referred to the Diamond Bar City Council, and the decision of the City Council shall be final.

Assessment Funds Must Be Expended Within the District Area

The net available Assessment funds, after incidental, administrative, financing and other costs shall be expended exclusively for Improvements within the boundaries of the District or as described herein, and appropriate incidental and administrative costs as defined in the Plans and Specifications section.

Assessment

WHEREAS, the City of Diamond Bar directed the undersigned engineer of Work to prepare and file a report presenting an estimate of costs, a Diagram for the District and an assessment of the estimated costs of the Improvements upon all assessable parcels within the District;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under the Act, Article XIID of the California Constitution, and the order of the City of Diamond Bar City Council, hereby makes the following Assessment to cover the portion of the estimated cost of the Improvements, and the costs and expenses incidental thereto to be paid by the District.

The amount to be paid for said Improvements and the expense incidental thereto, to be paid by the District for the Fiscal Year 2024-25 is generally as follows:

Table 3: FY 2024-25 Summary Cost Estimate

LANDSCAPING ASSESSMENT DISTRICT NO. 41-2021	
Fund and Budget Summary Fiscal Year 2024-25	
Salaries & Benefits	\$ 36,728
Operating Expenses & Services	274,618
Capital Expenses/Reserves	169,140
Total Budget	<u>\$ 480,486</u>
Less General Fund Contribution	(11,955)
Less Carryover	(157,185)
Net Amount to Assessments	<u>\$ 311,346</u>

As required by the Act, an Assessment Diagram of the District is hereto attached and incorporated herein by reference. The distinctive number of each parcel or lot of land in the District is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby assess and apportion the net amount of the cost and expenses of the Improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within the District, in accordance with the special benefits to be received by each parcel or lot, from the Improvements, and more particularly set forth in the Estimate of Cost and Method of Assessment in the Report.

The Assessment is made upon the parcels or lots of land within the District in proportion to the special benefits to be received by the parcels or lots of land, from the Improvements.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Los Angeles for the Fiscal Year 2024-25. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County.

I hereby will place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the Fiscal Year 2024-25 for each parcel or lot of land within the District.

Dated: July 16, 2024

Engineer of Work

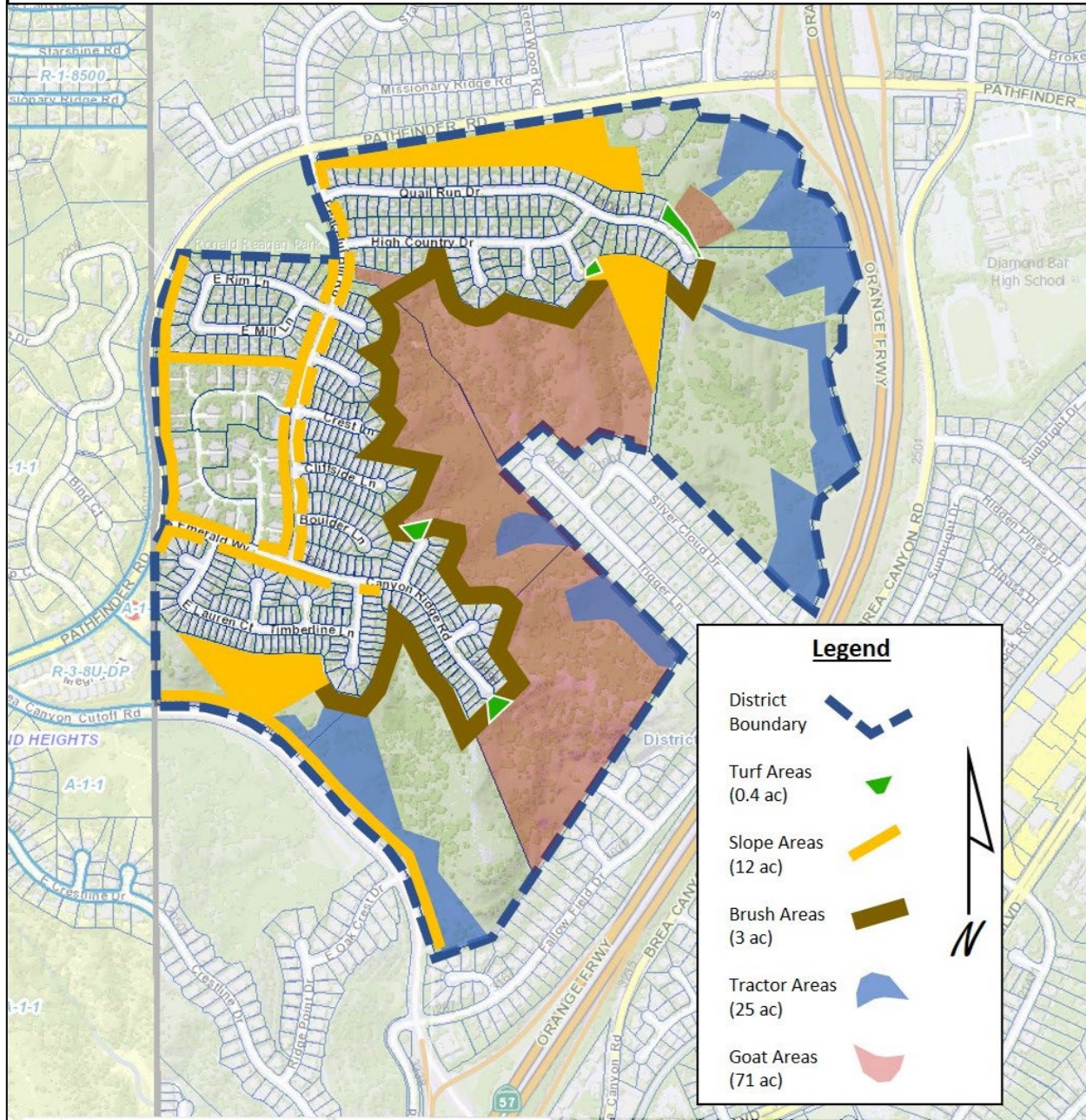


By

A handwritten signature in blue ink, appearing to read "Edric W. H. Kwan", written over a horizontal line.

Edric W. H. Kwan, P.E.
License No. C062829

Assessment District #41-2021 for the City of Diamond Bar



Assessment Diagram

The District boundary and the parcels to be assessed in Landscaping Assessment District No. 41-2021 are shown on the Assessment Diagram, which is on file with the City Clerk of the City of Diamond Bar and includes all those properties included in the original formation of the District and subsequent annexations. The following Assessment Diagram is for general location only and is not to be considered the official boundary map. The lines and dimensions of each lot or parcel within the District are those lines and dimensions as shown on the maps of the Assessor of the County of Los Angeles, for Fiscal Year 2024-25, and are incorporated herein by reference, and made a part of this Diagram and this Report.

Assessment Roll

An Assessment Roll (a listing of all parcels assessed within the District and the amount of the Assessment) will be filed with the City Clerk and is, by reference, made part of this Report and is available for public inspection during normal office hours at the City Hall at 21810 Copley Drive, 2nd floor, Diamond Bar, California 91765.

Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference, made part of this Report. These records shall govern for all details concerning the description of the lots or parcels.

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

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 ____ day of _____, 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 ____ day of _____, 2024, by the following vote:

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

Kristina Santana, City Clerk



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager
TITLE: **CITY COUNCIL TRAVEL, EXPENSE AND REIMBURSEMENT POLICY REVISIONS.**
STRATEGIC GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

- A. Adopt Resolution No. 2024-32, approving City Council Policy 2024-01, Travel, Expense and Reimbursement Policy; and
- B. Adopt Resolution No. 2024-33, amending the Compensation and Benefits Plan, Schedule G.

FINANCIAL IMPACT:

None.

BACKGROUND:

Over the years, the City Council has adopted various Council Policies, many dating back to early cityhood. These policies also require periodic review and updating. The Travel, Expense and Reimbursement Policy was established by the City Council on March 21, 2006. The Policy was subsequently revised on March 4, 2008, and was last revised on October 7, 2014 with the adoption of City Council Resolution No. 2014-40 (Attachment 5). The Travel, Expense and Reimbursement Policy is also intended to comply with Government Code Sections 53232.2 and 53232.3 for reporting and reimbursement of business expenses to City Council Members and other City Officials (Attachment 6).

Comprehensive updates to the current Travel, Expense and Reimbursement Policy F-5 are proposed which include reformatting the existing policy to the most recent policy format, updating language throughout, and making other non-substantive changes. Proposed changes that are more substantive in nature are highlighted below.

On July 1, 2024, the City Council Policy Review Subcommittee, comprised of Mayor Pro Tem Teng and Council Member Chou, reviewed and recommended approval of the proposed revised Policy to the City Council.

The attached Resolution and City Council Travel, Expense & Reimbursement Policy 2024-01 (Attachments 1 and 2) are intended to replace in its entirety City Council Policy F-5 and rescind Resolution No. 2014-40. The attached Resolution amending the Compensation Plan (Attachments 3 and 4) will update reference to the Technology Stipend for City Council Members.

ANALYSIS:

The proposed Travel, Expense and Reimbursement Policy is intended to replace the current City Council Policy F-5. The new Policy has been reformatted with updated language, layout, numbering scheme and other non-substantive changes consistent with the most recent policy formats.

The following table highlights the more substantive changes proposed in the revised Policy, and includes a cross reference to the existing Policy sections for comparison purposes:

New Section	Proposed Changes	Existing Section Ref.
2. Definitions	New section added with key definitions.	N/A
4.1.3 - Employees	Travel Authorization Form to be approved by Department Director for in-state budgeted travel rather than CM. Out-of-state or non-budgeted travel requires CM approval. Removes reference to approval 45-days prior and is required prior to incurring any travel expenses.	3B
4.1.4 – International Travel	Added international travel for employees also subject to City Council approval.	15
4.2.2 – Automobile	For those that receive an auto allowance, added clarification on how mileage reimbursement is calculated for extraordinary travel beyond a 60-mile radius from City Hall. Applies to both to and from trips in each direction.	4A

4.2.3 – Air Travel	Updated to include economy/coach class or equivalent lowest class of seating.	4B
4.2.4 – Ground Transportation	Updated to include ride sharing services and public transportation expenses.	4D
4.2.5 – Car Rental	Removed reference to separate approval from CM. Covered as part of the Travel Authorization Form.	4C
4.2.6 – Parking and Tolls	Expanded from just airport parking to parking in general, including any tolls.	4E
4.2.7 – Meals	Same amounts established in original Policy in March 2006. Revised the daily per diem rates for each meal: Breakfast \$15 Lunch \$20 Dinner \$35 to a cumulative amount of \$75/day for all meal expenses, including tax and reasonable gratuities.	6A
Existing Section 7, Communications	This section has been deleted. Long time practice to provide Council Technology Stipend. Added reference in Compensation Reso. Increase amount from \$43.25 to \$50/month for consistency.	7
4.3.1.4 Unauthorized Expenses	Added “guests” in the list of unauthorized expenses.	9D
4.4 - Advances	Eliminates cash advances for per diem expenses.	8
4.5.5 – Violations	Added clarifying language that the City Council is responsible for imposing any actions on individual City Council members and Appointed officials, and City Manager is responsible for imposing any actions on City employees, for violations of the Policy.	17
4.5.5 - Violations	Removes reference to Civil penalties. Covered under Prosecution for misuse of funds in Section 4.5.5.4	17D

It is therefore recommended that the City Council approved the revised Travel, Expense and Reimbursement Policy and the Amended Schedule G to the City's Compensation and Benefits Plan.

PREPARED BY:

Daniel Fox

Daniel Fox, City Manager

7/16/2024

REVIEWED BY:

Ryan McLean

Ryan McLean, Assistant City Manager

7/9/2024

Kristina Santana

Kristina Santana, City Clerk

7/9/2024

Daniel Fox

Daniel Fox, City Manager

7/11/2024

Attachments:

1. 7.2.a Resolution No. 2024-32 Travel Expense Reimbursement Policy
2. 7.2.b Exhibit A - Travel Expense Reimbursement Policy 2024-01
3. 7.2.c Resolution No. 2024-33 Amending Compensation Plan
4. 7.2.d Exhibit A - Benefit Matrix 2024-25 Schedule G Amendment Effective July 16, 2024
5. 7.2.e F-5 Travel Expense & Reimbursement Policy 2014
6. 7.2.f Gov Code Sections 53232.2 and .3

RESOLUTION NO. 2024-32**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR APPROVING A TRAVEL, EXPENSE AND REIMBURSEMENT POLICY IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTIONS 53232.2 AND 53232.3.**

WHEREAS, elected and appointed City Officials are responsible for promoting and protecting public health, safety and welfare;

WHEREAS, these duties may require elected and appointed City Officials to travel to attend meetings with constituents and other local, state, federal and intergovernmental officials, professional educational seminars and conferences, and other events benefiting the City;

WHEREAS, it is in the public interest to adopt a policy in accordance with state law that sets appropriate guidelines for City-sponsored travel and related expenses and reimbursements; and

WHEREAS, the City Council desires to amend the existing Travel, Expense and Reimbursement Policy F-5 which was last updated on October 7, 2014 with the adoption Resolution No. 2014-40.

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

Section 1. Resolution No. 2014-40 is hereby rescinded in its entirety.

Section 2. City Council Policy 2024-01, Travel, Expense & Reimbursement Policy, is hereby approved as shown in Exhibit A attached hereto and incorporated herein by reference, thereby replacing City Council Policy F-5.

Section 3. This Resolution is adopted in accordance with Government Code Sections 53232.2 and 53232.3 so that the City of Diamond Bar may reimburse appropriate expenses incurred by elected and appointed officials while on authorized travel or otherwise engaged in City business. The City will not reimburse City Officials any amount greater than allowed by this Resolution for expenses incurred during the course of conducting City business, except under extraordinary circumstances with the approval of the City Council.

Section 4. If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications, and, to this end, the provisions of the Resolution are severable.

Section 5. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions, which shall become effective immediately upon its approval.

PASSED, APPROVED, and ADOPTED on this 16th day of July, 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 Resolution was duly and regularly passed and adopted by the City Council of the City of Diamond Bar, California, at its regular meeting held on the 16th day of July, 2024 by the following vote:

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

Kristina Santana, City Clerk

EXHIBIT A

POLICY 2024-01 TRAVEL, EXPENSE & REIMBURSEMENT POLICY



Travel, Expense, and Reimbursement Policy

1. Purpose

- 1.1 The Travel, Expense and Reimbursement Policy ("Policy") establishes uniform procedures for expenditures and reimbursements incurred by City Council members, appointed officials, and employees in the course of City business. This Policy also establishes travel authorization, expense reimbursement and reporting standards in compliance with California Government Code Sections 53232.2 and 53232.3.

2. Definitions

- 2.1 "City business" refers to the official duties of City Council members, appointed officials, and employees with a reasonable connection to:
 - 2.1.1 City policy positions or strategic goals and department operations;
 - 2.1.2 Advocacy efforts with local, regional, state, and/or federal representatives;
 - 2.1.3 Participation in local, regional, state, and/or national organizations that advance the City's interests;
 - 2.1.4 Business attraction, retention, and economic development activities;
 - 2.1.5 Education, training, and professional development; and
 - 2.1.6 City-sponsored and co-sponsored events.
- 2.2 "City Council member(s)" refers to the Mayor, Mayor Pro Tem, and each member of the City Council.
- 2.3 "Appointed official(s)" refers to all members of City Council-appointed Commissions, committees, and/or task forces.
- 2.4 "Reimbursement" means all forms of payment for expenses incurred by City officials and employees in the course of their official duties whether paid directly by the City (City -issued purchasing card or City check) or advanced by city officials and employees with personal funds and later reimbursed from City funds.

3. Policy

- 3.1 Expenses incurred by City Council members, appointed officials, and employees in the course of conducting City business are eligible for reimbursement, provided that the expenses do not exceed the rates set forth in this Policy and the amount appropriated in the annual budget.
- 3.2 The establishment of reasonable limits on expense reimbursement assures a prudent and responsible use of public funds and allows officials and employees to attend beneficial meetings, conferences, seminars, and events.
- 3.3 Absent unusual circumstances and only with the permission of the City Council, expense reimbursements will not exceed the amounts set forth in this policy.
- 3.4 This Policy applies to all City Council members, appointed officials, and employees.

4. Procedure

- 4.1 Approval of Travel
 - 4.1.1 General. All reimbursement of expenses is contingent upon the availability of appropriated budgetary resources.
 - 4.1.2 Council Members and Appointed Officials. Overnight travel for City Council Members shall be arranged through the City Manager's Office and is subject to all provisions of this policy except as otherwise noted. Travel for appointed members of City Commissions shall be coordinated and arranged by the corresponding department.
 - 4.1.3 Employees. Approval is required before incurring any travel expenses and is granted via a completed Travel Authorization Form with the appropriate signatures. For budgeted travel in California, approval is given by the employee's Department Director. For non-budgeted or out-of-state travel, approval is given by both the Department Director and City Manager.
 - 4.1.4 International Travel. All international travel must be authorized by the City Council and is subject to all provisions contained in this policy.
- 4.2 Authorized Expenses
 - 4.2.1 General. Registration fees for approved conferences, seminars, events and meetings are reimbursable, and shall be paid in advance by the City whenever possible. All travel arrangements

should be made using the most economical (cost-effective and time-efficient) means available. Reasonable efforts to secure government, group, and/or conference rates should be made when making travel arrangements.

- 4.2.2 Automobile. City officials and employees who do not receive an automobile allowance should use City vehicles to the greatest extent possible. When necessary to use private automobiles, reimbursement will be at the current Internal Revenue Service (IRS) standard mileage rate per mile driven for business use. Mileage will be calculated to and from City Hall or the employee's home, whichever distance is less. Out-of-area trips shall be reimbursed at the lesser of actual mileage expense or the least expensive available direct airfare.

For Council Members and/or employees that receive an automobile allowance, mileage reimbursement is available only for the distance beyond a 60-mile radius from City Hall. For example, if the person receives an automobile allowance and the destination is 100 miles from City Hall, 40 miles are reimbursable in each direction (80 miles are reimbursable for a roundtrip of 200 mile).

Pursuant to Government Code Section 1223, City Council members may elect to receive a flat monthly expense reimbursement of \$300 for automobile expenses related to performance of their duties within a 60-mile radius of the City. The City Council finds that this amount accurately reflects actual automobile expenses within the City and its immediate environs. No monthly bill is required for reimbursement of this amount.

- 4.2.3 Air Travel. Air travel costs are reimbursable, based on the shortest and most direct route in economy/coach class or equivalent lowest class of seating. Whenever possible, air travel shall be booked at least fourteen (14) days in advance, so as to receive the lowest fares possible. Baggage fees and reasonable gratuities shall be considered reimbursable expenses. Flight insurance and in-flight beverages and entertainment are not reimbursable expenses.
- 4.2.4 Ground Transportation. Taxi, shuttle, ridesharing, and/or public transportation costs, including reasonable gratuities, incurred in the course of conducting City business are reimbursable when the cost of such fares is equal or less than the cost of car rentals, gasoline, and parking combined, or when such transportation is necessary for time-efficiency. Whenever feasible, the lowest cost transportation provider should be utilized.

- 4.2.5 Car Rental. If deemed to be more economical than ground transportation alternatives, car rental expenses are reimbursable, including damage insurance coverage and fuel costs. Approval for the use of car rentals is required through the Travel Authorization Form.
- 4.2.6 Parking and Tolls. Parking and tolls incurred while conducting City business are reimbursable. Long-term parking must be used at airports.
- 4.2.7 Meals. Meals associated with City business will be reimbursed at a not-to-exceed daily amount of \$75, including tax and reasonable gratuities, for all meals. Meals provided with an event or conference registration shall be taken whenever possible. Meals taken in place of such prepaid meals are not reimbursable.
- 4.2.8 Lodging. Overnight lodging expenses are reimbursable at the single-occupancy room rate, from the night preceding the start of the event through the night preceding the close of the event. If associated with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. In the event lodging is not available at the conference location, lodging may be secured at an alternate nearby location with every attempt to secure a rate not exceeding the published conference rate. Travelers must request government rates, when available. Lodging rates that are equal or less than government rates are presumed to be reasonable and reimbursable for purposes of this policy. When an additional charge is imposed for City business related internet/broadband access, the charge may be reimbursed as part of the room rate.

4.3 Unauthorized Expenses

- 4.3.1 Non-business/personal expenditures are not reimbursable, including but not limited to:
 - 4.3.1.1 Personal expenses, such as laundering or barbering, etc.
 - 4.3.1.2 Entertainment, except when it is a regularly scheduled part of the meeting being attended.
 - 4.3.1.3 Purchase of alcoholic beverages.
 - 4.3.1.4 Any expenses incurred by a city official or employee's spouse, partner, family members, or their guests in

connection with conference registration, event sponsorship, meals, transportation, or miscellaneous expenses.

4.3.1.5 Any personal expenses incurred outside the authorized event's duration. For example, if a city official or employee elects to travel to an event in advance or stay longer on personal business, the City need only reimburse the official for roundtrip travel costs and costs associated with the authorized event.

4.3.1.6 Political or charitable contributions or events.

4.3.1.7 Expenses for which city officials receive reimbursement from another agency.

4.4 Advances

4.4.1 No cash per diem will be issued. To the greatest extent possible, all travel expenses, including conference and event registration, transportation, and lodging will be paid in advance using a departmental purchasing card.

4.4.2 All other expenses paid using personal funds will be reimbursed upon submittal of an approved Expense Report with itemized receipts.

4.5 Reporting and Compliance

4.5.1 All reimbursement claims must be reported by submitting the Expense Report form (Exhibit B). The Expense Report must be filed with the Finance Department within 14 days of returning from the approved trip or incurring the cost. Expense Reports must be accompanied by itemized receipts documenting each reported expense.

4.5.2 Inability to provide such documentation in a timely fashion may result in the expense being borne by the City official or employee. All reported expenses are subject to verification of accuracy and compliance with this policy.

4.5.3 At the next public meeting, Council Members and/or Appointed Officials must briefly report on the purpose of the travel. If multiple City officials attended, a joint report may be made.

4.5.4 All agency expenditures are public records subject to disclosure under the California Public Records Act.

4.5.5 The City Council is responsible for imposing any actions on individual City Council members and Appointed officials, and the City

Manager is responsible for imposing any actions on City employees, for violations of this policy which may result in:

- 4.5.5.1 Loss of travel and/or reimbursement privileges;
- 4.5.5.2 A demand for restitution from the City;
- 4.5.5.3 The City's reporting the expenses as income to the City official or employee to state and federal tax authorities;
- 4.5.5.4 Prosecution for misuse of public resources;
- 4.5.5.5 For City Council members and Appointed officials, removal from an appointed commission, committee or board; and
- 4.5.5.6 For employees, discipline up to and including termination.

5. References

- 5.1 California Government Code Sections 53232.2 and 53232.3.

6. Exhibits

- 6.1 Travel Authorization Form
- 6.2 Expense Report

RESOLUTION NO. 2024-33**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR, AMENDING CITY OF DIAMOND BAR COMPENSATION PLAN AND FRINGE BENEFITS SCHEDULE G.**

WHEREAS, the City Council of the City of Diamond Bar adopted and amended the City of Diamond Bar Compensation and Benefits Plan (hereafter, the “Plan”) by adoption of Resolution No. 2024-20 for Fiscal Year 2024-25 effective June 29, 2024; and

WHEREAS, the City Council of the City of Diamond Bar desires to reference and include a monthly increase of \$6.75 to the Technology Stipend benefit allotment for City Council Members that may be used as a reimbursement for the purchase and maintenance of personal cell phones, tablets, laptops, printers, and/or phone/internet service in order to conduct City business.

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

Section 1. The Compensation and Benefits Plan Schedule G adopted by Resolution 2024-20, is hereby replaced in their entirety with the Compensation & Benefits Plan Schedule G attached hereto as Exhibit A, which shall be effective July 16, 2024.

Section 2. If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications, and, to this end, the provisions of the Resolution are severable.

Section 3. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions, which shall become effective immediately upon its approval.

PASSED, APPROVED AND ADOPTED this 16th day of July 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 16th day of July 2024, by the following vote:

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

Kristina Santana, City Clerk

Attachment: "Exhibit A" - Compensation and Benefits Plan Schedule G; Amended July 16, 2024

EXHIBIT A**Compensation and Benefits Plan Schedule G; Amended July 16, 2024**

**CITY OF DIAMOND BAR
FY 2024-2025 BENEFITS**

Benefits	Paid By	Eligibility	Details
Benefit Allotment	City Paid	Designated Officials, Regular Full-Time and Regular Part-Time employees upon hire.	A monthly allotment of \$1,720 (pro-rated for regular part-time employees) which can be applied to selected benefit options. a) Members of the City Council, Executive Management and employees defined as full-time exempt receive \$1,750 per month. b) Premiums for selected benefits options are paid from the monthly benefit allotment. The total of all premiums for selected benefits that exceed the monthly health benefit allotment are paid at the employees' expense as a bi-weekly pre-taxed payroll deduction. c) Employees who are not encumbering their entire benefit allotment will have those funds applied to a Section 457 deferred compensation plan offered through MissionSquare.
Health	Benefit Allotment	Designated officials, Regular Full-Time and Regular Part-Time employees upon hire or during the annual open enrollment period.	Health coverage offered through the California Public Employees' Retirement System (CalPERS). Employees may select from available HMO and PPO plan options. Premiums vary depending on the health plan selected. If health coverage is selected, the premium is deducted from the monthly benefit allotment.
Dental	City Paid*/ Benefit Allotment	Designated Officials, Regular Full-Time and Regular Part-Time employees upon hire or during the annual open enrollment period.	Two dental plans are available (Delta Care Prepaid or Delta Dental DPO) to Designated Officials, Regular Full-Time and Regular Part-Time employees and their eligible dependents. *The City pays for employee coverage. If dependent coverage is selected, the additional premium is deducted from the monthly benefit allotment. Delta Care Delta Care is a pre-paid dental plan, which offers affordable HMO coverage. This option provides orthodontics coverage. Delta Dental Delta Dental is Delta's Preferred Option (DPO) plan, which allows visits to any dentist of choice. The program provides the maximum benefit when using a DPO dentist. DPO dentists are Delta dentists who have agreed to charge DPO patients reduced fees.
Vision	City Paid*/ Benefit Allotment	Designated Officials, Regular Full-Time and Regular Part-Time employees upon hire or during the annual open enrollment period.	*The City pays for employee coverage. If dependent coverage is selected, the premium is deducted from the monthly benefit allotment. Vision Services Plan (VSP) network provides exams, prescription glasses, contact lenses, and a second pair of glasses each year. Co-pays apply.
Life/ ADD Insurance	City Paid	Designated Officials, Regular Full-Time and Regular Part-Time employees upon hire.	Life Insurance and Accidental Death & Dismemberment (ADD) Insurance provided to all Designated Officials (\$50,000 benefit); Executive Management (\$200,000); Exempt Mgt. (\$150,000); and Regular Full-Time and Regular Part-Time employees (\$75,000 benefit).

Schedule G
Effective 6/29/2024
Amended by City Council 7/16/2024

Supplemental Life Insurance	Employee Paid through the Benefit Allotment	Designated Officials, Regular Full-Time and Regular Part-Time employees upon hire. This is an optional benefit.	If Supplemental Life Insurance is selected, the premium is deducted from the monthly benefit allotment. Supplemental insurance is purchased in increments of \$10,000 up to \$300,000. A spouse is eligible up to half the amount selected by the employee in increments of \$10,000. The cost for each \$10,000 of coverage is based on age.
State Disability Insurance (SDI)	Employee Paid through mandatory payroll deduction	Regular Full-Time, Regular Part-Time, Part-Time/seasonal, and intermittent employees upon hire.	This benefit provides affordable, worker-funded benefits to eligible workers suffering a full or partial loss of wages due to disabilities which are not work related for up to 12 months. Disability also includes elective surgery and disabilities related to pregnancy or childbirth.
Short-term & Long-term Disability (STD/LTD)	City Paid	Regular Full-Time and Regular Part-Time employees upon hire.	This benefit provides income replacement in the event of a covered disability at 60% of salary up to a maximum of \$1500 per week.
Retirement	City/ Employee	Designated Officials, Regular Full-Time and Regular Part-Time employees upon hire.	A comprehensive retirement through the Public Employees' Retirement System (CalPERS). Regular Full-Time and Regular Part-Time employees of the City are automatically enrolled as a member of CalPERS and thus <u>DO NOT</u> participate in Social Security. To become vested in CalPERS an employee must be a member for a minimum of five (5) years. Current employees and employees hired after January 1, 2013 who are existing CalPERS members or a member of an agency with reciprocity with the City of Diamond Bar will be enrolled in the 2% @ 55 retirement benefit formula. Employees hired after January 1, 2013 who have never been a CalPERS member, or is a member of a retirement system (CalPERS) reciprocal but has a break in service longer than six months will be enrolled in the 2% @ 62 retirement benefit formula. Employees in this formula will contribute half of the normal benefit cost for this retirement benefit.
Retirement Benefit for Designated Officials Ineligible for CalPERS	City Paid (Contribution into City sponsored 457 Deferred Comp. Plan in amount equal to current CalPERS Emp. rate.)	Designated Officials that are retired from CalPERS at time of election into office OR retire from CalPERS during term in office.	City contribution to the Designated Official's City sponsored 457 Deferred Compensation plan (MissionSquare). The monthly contribution will be equal to the City's current CalPERS rate of contribution for Employee only. (Such Designated Officials would not be eligible for CalPERS retirement benefits as CalPERS law prohibits re-enrollment after retirement.)
Retirement-Deferred Compensation	Employee mandatory payroll deduction.	Part-Time/Seasonal and Intermittent employees upon hire.	A minimum employee contribution rate of 7.5% pre-tax of wages to a City sponsored 457 Deferred Compensation plan (MissionSquare).
1959 Survivor Benefit	City/ Employee, through Benefit Allotment	Designated Officials, Regular Full-Time and Regular Part-Time employees upon hire.	This benefit, provided through CalPERS Retirement, is paid along with other death benefits, whether or not the employee was eligible to retire at the time of their death. The monthly benefit amount formula depends on the number of eligible survivors.

Schedule G
Effective 6/29/2024
Amended by City Council 7/16/2024

Employee Assistance Program (EAP)	City Paid	Designated Officials, Regular Full-Time and Regular Part-Time employees upon hire.	Face-to-face assessment, treatment, and follow-up to help resolve a broad range of personal, work, and family problems. Employees and eligible family members can receive up to 3-sessions per incident with professional counselors for early intervention and treatment.
Section 125 Cafeteria Plans/ Reimbursement Accounts	Employee Paid	Designated Officials, Regular Full-Time and Regular Part-Time employees upon hire. This is an optional benefit.	At the beginning of the plan year, each participating employee selects an amount up to the maximum set by the City for each plan. The amount selected is calculated into a bi-weekly, pre-taxed payroll deduction. Healthcare Flexible Spending Account- Also known as a Healthcare Reimbursement Account, the employee may designate pre-tax dollars, up to a maximum of \$2,500 per calendar year for out-of-pocket healthcare expenses not covered by their medical, dental, or vision insurance plans. Dependent Care Flexible Spending Account- Also known as a Day Care or Childcare Reimbursement Account, the designated pre-tax dollars, up to a maximum of \$5,000 per household- per calendar year, must be related to expenses which are for dependent care that enables the employee to remain gainfully employed.
COBRA	Employee Paid	Designated Officials, Regular Full-Time and Regular Part-Time employees, enrolled in qualifying health, dental, vision, and EAP plans.	The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) provides for the continuation of health care coverage to certain employees who terminated employment and beneficiaries of employees who die, become disabled or are divorced. Employees become eligible for continued coverage upon termination of service, whether voluntary or not (other than termination for gross misconduct), retirement or reduction in hours worked. For these employees and their dependents, continued coverage is available for the time period set forth by law, at their expense.
Medicare	City/ Employee, through mandatory payroll deduction	Designated Officials, Regular Full-Time and all Part-Time employees upon hire.	Pursuant to Revenue Billing 86-68 of the Internal Revenue Code, all employees hired after March 31, 1987 has 1.45 percent of their base salary deducted from their paycheck to be paid to Medicare. The City matches the 1.45 percent as mandated by law.
Deferred Compensation	Employee Paid	Designated Officials, Regular Full-Time, Regular Part-Time and Temporary Part-Time employees upon hire.	A Section 457 deferred compensation plan is made available through MissionSquare. Employees not encumbering their entire health benefit allotment will have those excess funds deferred into this plan. Employees may also elect to have additional contributions at their expense as a pre-taxed payroll deduction. Total deferral contributions are not to exceed limits under Section 457 of the Internal Revenue

Schedule G
Effective 6/29/2024
Amended by City Council 7/16/2024

			Code. Temporary Part-Time employees are required to contribute 7.5% of their pre-tax salary to a deferred compensation account in lieu of participating in Social Security.
Automobile Allowance	City Paid	Designated Officials, Executive Mgt. and Exempt Mgt. upon hire.	A monthly car allowance of \$120 for Exempt Management, \$250 for Executive Management and \$300 for City Council Members in lieu of mileage reimbursement.
Tuition Reimbursement	City Paid	Regular Full-Time and Regular Part-Time employees upon hire.	Full-time and regular part-time (on a pro-rated basis) employees are eligible to receive reimbursement in the amount of \$1500 per fiscal year, for college-level or university-level educational courses.
Personal Computer Loan Program	Employee Paid	Regular Full-Time and Regular Part-Time employees upon hire.	Interest-free loans between \$250 and \$2,500 for the purpose of financing a personal computer, a printer, and/or City-compatible software are available to eligible employees so they can learn and gain experience by working with a personal computer away from the office and outside of regular business hours. An employee may purchase a more expensive system, but he/she must pay the balance over \$2,500. The loan covers 90% of the total price of the equipment/software being purchased. The employee pays the remaining 10% of the purchase price at the time of purchase. Loans are made on a first-come, first-served basis based on available funds. Once the money for the employee loans has been obligated, the fund will be replenished through payroll deductions from outstanding loans. New loans will then be made as funds become available. Loans will be for a maximum term of 24 months and will be repaid through payroll deductions on a biweekly basis.
Technology Stipend	City Paid	<u>Designated Officials</u> , Executive Mgt., Exempt Mgt., and full-time staff based on emergency response responsibilities.	Executive and Exempt Management are eligible to receive a monthly stipend of \$100 as a reimbursement for the purchase and maintenance of personal cell phones, tablets, laptops, printers, and/or phone/internet service in order to conduct City business and to respond in emergency situations. <u>City Council Members and</u> ~~D~~ esignated key full-time staff that are required to respond in emergency situations will be eligible for a \$50 stipend on a monthly basis.

CITY OF DIAMOND BAR POLICY AND PROCEDURE

Number: F-5
Authority: City Council
Effective: October 7, 2014

TRAVEL, EXPENSE AND REIMBURSEMENT POLICY

1. PURPOSE

The City of Diamond Bar recognizes the value of attendance by City officials and employees at professional conferences, seminars, meetings with other government officials, professional organizations, community organizations, and constituents and ceremonial events and activities that promote or benefit the City. This policy establishes travel authorization, expense, reimbursement, and reporting standards consistent with the provisions of this policy and in compliance with California Government Code Sections 53232.2 and 53232.3.

2. POLICY

The City reimburses its officials and employees for expenses incurred in connection with business related travel and attendance at meetings and events, in amounts designated in the approved City budget. The establishment of reasonable limits on expense reimbursement assures a prudent and responsible use of public funds and allows more officials and employees to attend beneficial conferences, seminars, and meetings. Except as otherwise noted, this policy applies to all City elected and appointed officials and all City employees. Absent unusual circumstances and only with the permission of the City Council, expense reimbursements will not exceed the amounts set forth in this policy. "Reimbursement" for purposes of this policy means all forms of payment for expenses incurred by City officials and employees in the course of their official duties whether paid directly by the City (including without limitation, with a City-issued credit card aka Cal Card purchasing card) or advanced by city officials and employees with personal funds and later reimbursed from City funds.

3. TRAVEL REQUESTS & AUTHORIZATION

A. City Council & Commissioners

Overnight travel for City Council Members shall be coordinated and arranged through the City Manager's Office and is subject to all provisions of this policy except as otherwise noted. Travel for appointed members of City Commissions shall be coordinated and arranged by the corresponding department.

B. City Employees

Where travel proposes overnight lodging, employees must complete and sign the Travel Authorization Form (Exhibit A). The Travel Authorization Form must be submitted to the City Manager for approval at least forty-five (45) days before the proposed trip. Upon approval, the signed Travel Authorization Form shall be submitted as an attachment to the employee's Expense Report.

The City Manager may, at his/her discretion, accept Travel Authorization Forms submitted inside the forty-five (45) day window.

4. METHOD OF TRAVEL

City officials and employees must use the most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements, using the most direct and time-efficient route. Government and group rates must be used when available if they present the least expensive fare.

A. Automobile

City officials and employees who do not receive an automobile allowance should use City vehicles to the greatest extent possible. When necessary to use private automobiles, reimbursement will be at the official Internal Revenue Service (IRS) rate for personal vehicle miles driven in the course of official City business. Mileage will be calculated to and from City Hall or the employee's home, whichever distance is less. Mileage reimbursement does not include bridge and/or road tolls and parking, which are reimbursable. If a City official or employee elects to travel in a private automobile, mileage reimbursement will be capped at the value of the lowest airfare for that destination.

For those officials or employees receiving an automobile allowance, only travel for City business outside a radius of 60 miles from the City is authorized for mileage reimbursement. Out-of-area trips shall be reimbursed at the lesser of actual mileage expense or the least expensive available airfare.

Pursuant to Government Code Section 1223, City Council Members may elect to receive a flat monthly expense reimbursement of \$300 for automobile expenses related to performance of their duties within a 60 mile radius of the City. The City Council finds that this amount accurately reflects actual automobile expenses for routine automobile expenses within the City and its immediate environs. No monthly bill is required for reimbursement of this amount.

B. Air Travel

Reimbursement shall be calculated on the basis of the cost of travel by air using the shortest and most direct route. Whenever possible, air travel shall be booked at least fourteen (14) days in advance, so as to receive the lowest fares possible. Baggage fees shall be considered reimbursable expenses. Flight insurance and in-flight beverages and entertainment are not reimbursable expenses.

C. Car Rental

To rent a car while traveling, employees must receive authorization by the City Manager on the Overnight Travel Authorization Form. Should the use of a rental car be approved, every effort shall be made to secure the most economical and reasonable rates.

D. Taxis/Shuttles

Taxi or shuttle fares may be reimbursed, when the cost of such fares is equal or less than the cost of car rentals, gasoline, and parking combined, or when such transportation is necessary for time-efficiency. Whenever feasible, the lowest cost transportation provider should be utilized. Gratuities are considered incidental expenses and reimbursable upon submission of receipt.

E. Airport Parking

Airport parking is reimbursable. Long-term parking must be used for travel exceeding 24 hours.

5. LODGING

Lodging expenses will be reimbursed at the single-occupancy room rate in instances when travel on official City business reasonably requires an overnight stay. When an additional charge is imposed for City business related internet/broadband access, the charge may be reimbursed as part of the room rate.

If lodging is associated with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. In the event lodging is not available at the conference location, lodging may be secured at an alternate nearby location with every attempt to secure a rate not exceeding the published conference rate.

Travelers must request government rates, when available. Lodging rates that are equal or less than government rates are presumed to be reasonable and reimbursable for purposes of this policy. In the event that government rates are not available at a given time or area, lodging rates that do not exceed IRS per diem rates for a given area are presumed reasonable and reimbursable.

6. CONFERENCE REGISTRATION, MEALS & INCIDENTALS

- A. Meals associated with City business will be reimbursed in amounts not to exceed the following:

Breakfast:	\$15
Lunch:	\$20
Dinner:	\$35

- B. Meals provided with an event or conference registration shall be taken whenever possible. Meals taken in place of such prepaid meals are not reimbursable.
- C. Registration fees for approved conferences and seminars are reimbursable, but shall be paid in advance by the City whenever feasible.

7. COMMUNICATIONS

- A. Landline Telephone

City officials and employees will be reimbursed for actual landline telephone expenses incurred while traveling on City business. Bills should identify which calls were made on City business.

- B. Cellular Telephone

City Council Members may elect to receive reimbursement for actual minutes of cellular telephone use devoted to city business upon submission of annotated billing statements, or in the alternative, elect to receive a flat allowance for City cellular telephone expenses or a cellular telephone provided by the City for use in connection with City business. The City Council finds the cost of the cellular phone or flat cellular phone allowance accurately reflects the cost of actual cell phone usage and should Council Members choose either of these options, no monthly bill is required for reimbursement.

- C. Broadband Internet

So that City Council Members may access City files and compose and respond to City-related e-mails from staff and constituents, City Council Members may elect to receive broadband internet access at their primary residence at the City's expense.

8. PER DIEM ADVANCES

- A. Eligible City officials and employees who do not have City issued credit cards may claim a per diem of up to \$70 per day for meals and incidental expenses associated with City business where an overnight stay is required. Per diem may not be claimed by City officials and employees with a City-issued Cal Card purchasing card.

- B. Eligible City officials and employees may claim per diem upon commencement of travel. For each 24 hour period thereafter, the City official or employee can claim up to the full per diem amount. If there is a period of time of the trip with a duration of less than 12 hours, no more than one-half (1/2) the per diem rate may be claimed.
- C. Eligible City officials and employees must submit receipts on expenses purchased using per diem. Unused daily per diem funds must be returned to the Finance Department within fourteen (14) days of return. Failure to submit unused per diem funds constitutes a violation of this policy.

9. UNAUTHORIZED EXPENSES

No reimbursement shall be allowed for the following:

- A. Personal expenses, such as laundering or barbering, etc.
- B. Entertainment, except when it is a regularly scheduled part of the meeting being attended.
- C. Purchase of alcoholic beverages.
- D. Any expenses incurred by a city official or employee's spouse, significant other, or family members in connection with conference registration, event sponsorship, meals, transportation, or miscellaneous expenses.
- E. Any personal expenses incurred outside the authorized event's duration. For example, if a city official or employee elects to travel to an event in advance or stay longer on personal business, the City need only reimburse the official for roundtrip travel costs and costs associated with the authorized event.
- F. Political or charitable contributions or events.
- G. Expenses for which city officials receive reimbursement from another agency.

10. REPORTING

All reimbursement claims established herein shall be substantiated by attaching itemized receipts to an Expense Report form (Exhibit B) to be filed with the Finance Department.

Expense Reports must document that all travel expenses meet the requirements of this policy. City officials and employees must submit expense reports within fourteen (14) days of incurring the expense, accompanied by receipts documenting each expense. Inability to provide such documentation in a timely fashion may result in the expense being borne by the City official or employee. All reported expenses are subject to verification of accuracy and compliance with this policy.

At the public meeting following an activity, each elected and appointed official must briefly report on meetings attended at City expense. If multiple City officials attended, a joint report may be made.

11. CREDIT CARD USE

City officials and employees may use valid City-issued Cal Card purchasing cards for expenses allowed in this policy. Cal Cards must be used in accordance with the City's Purchasing Ordinance.

15. FOREIGN TRAVEL

Any foreign travel outside North America by a city official or employee must be authorized by the City Council and shall be subject to all provisions contained in this policy. Any modification to this policy shall be considered by the City Council at a regular or special meeting.

North American foreign travel by City employees shall be subject to the approval of the City Manager.

16. COMPLIANCE WITH LAWS

All agency expenditures are public records subject to disclosure under the California Public Records Act.

17. VIOLATION OF THIS POLICY

Any violation of this policy may result in any or all of the following:

- A. Loss of travel and/or reimbursement privileges;
- B. A demand for restitution from the City;
- C. The City's reporting the expenses as income to the City official or employee to state and federal tax authorities;
- D. Civil penalties of up to \$1,000 per day and three times the value of the resources used;
- E. Prosecution for misuse of public resources;
- F. Removal from an appointed commission or board; and
- G. For employees, discipline up to and including termination.

RESOLUTION NO. 2014- 40**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
DIAMOND BAR ESTABLISHING A TRAVEL, EXPENSE &
REMBURSEMENT POLICY IN ACCORDANCE WITH CALIFORNIA
GOVERNMENT CODE SECTIONS 53232.2 AND 53232.3 AND
RESCINDING RESOLUTION 2008-11 IN ITS ENTIRETY****A. RECITALS.**

WHEREAS, elected and appointed City officials are responsible for promoting and protecting public health, safety and welfare; and

WHEREAS, these duties may require elected and appointed City officials to travel to attend meetings with constituents and/or state and federal officials, professional educational seminars and conferences, and other events benefitting the City; and

WHEREAS, it is in the public interest to adopt a policy in accordance with state law that sets appropriate guidelines for City-sponsored travel and related expenses and reimbursements.

B. RESOLUTION.

**NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF DIAMOND BAR
DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. Resolution 2008-11 is rescinded in its entirety.

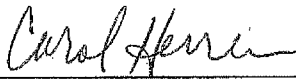
SECTION 2. The attached Travel, Expense & Reimbursement Policy is approved, adopted and enacted effective immediately.

SECTION 3. This Resolution is adopted in accordance with Government Code Sections 53232.2 and 53232.3 so that the City of Diamond Bar may reimburse appropriate expenses occurred by elected and appointed City officials while on authorized travel or otherwise engaged in City business. Absent City Council approval, and only in extraordinary circumstances, the City will not reimburse City officials an amount greater than allowed by this Resolution for expenses incurred during the course of conducting City business.

SECTION 4. If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications, and, to this end, the provisions of the Resolution are severable.

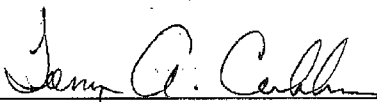
SECTION 5. The City Clerk is hereby directed to certify the passage and adoption of this Resolution; cause it to be entered into the City of Diamond Bar book of original Resolutions; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Resolution, cause it to be published or posted in accordance with California law.

PASSED, APPROVED AND ADOPTED THIS 7th DAY OF OCTOBER 2014.


 Carol Herrera, Mayor

I, Tommye A. Cribbins, City Clerk of the City of Diamond Bar, do hereby certify that the foregoing Resolution was passed, adopted and approved at a regular meeting of the City Council of the City of Diamond Bar held on 7th day of October, 2014, by the following vote:

AYES:	COUNCIL MEMBERS: Chang, Lyons, MPT/Tye, M/Herrera
NOES:	COUNCIL MEMBERS: None
ABSENT:	COUNCIL MEMBERS: Tanaka
ABSTAINED:	COUNCIL MEMBERS: None


 Tommye A. Cribbins, City Clerk
 City of Diamond Bar

**GOVERNMENT CODE - GOV****TITLE 5. LOCAL AGENCIES [50001 - 57607]** (Title 5 added by Stats. 1949, Ch. 81.)**DIVISION 2. CITIES, COUNTIES, AND OTHER AGENCIES [53000 - 55821]** (Division 2 added by Stats. 1949, Ch. 81.)**PART 1. POWERS AND DUTIES COMMON TO CITIES, COUNTIES, AND OTHER AGENCIES [53000 - 54999.7]** (Part 1 added by Stats. 1949, Ch. 81.)**CHAPTER 2. Officers and Employees [53200 - 53299]** (Chapter 2 added by Stats. 1949, Ch. 81.)**ARTICLE 2.3. Compensation [53232 - 53232.4]** (Article 2.3 added by Stats. 2005, Ch. 700, Sec. 3.)

53232.2. (a) When reimbursement is otherwise authorized by statute, a local agency may reimburse members of a legislative body for actual and necessary expenses incurred in the performance of official duties, including, but not limited to, activities described in Article 2.4 (commencing with Section 53234).

(b) If a local agency reimburses members of a legislative body for actual and necessary expenses incurred in the performance of official duties, then the governing body shall adopt a written policy, in a public meeting, specifying the types of occurrences that qualify a member of the legislative body to receive reimbursement of expenses relating to travel, meals, lodging, and other actual and necessary expenses.

(c) The policy described in subdivision (b) may also specify the reasonable reimbursement rates for travel, meals, and lodging, and other actual and necessary expenses. If it does not, the local agency shall use the Internal Revenue Service rates for reimbursement of travel, meals, lodging, and other actual and necessary expenses as established in Publication 463, or any successor publication.

(d) If the lodging is in connection with a conference or organized educational activity conducted in compliance with subdivision (c) of Section 54952.2, including, but not limited to, ethics training required by Article 2.4 (commencing with Section 53234), lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the member of a legislative body at the time of booking. If the group rate is not available, the member of a legislative body shall use comparable lodging that is consistent with the requirements of subdivisions (c) and (e).

(e) Members of the legislative body shall use government and group rates offered by a provider of transportation or lodging services for travel and lodging when available.

(f) All expenses that do not fall within the adopted travel reimbursement policy or the Internal Revenue Service reimbursable rates as provided in subdivision (c), shall be approved by the governing body, in a public meeting before the expense is incurred, except as provided in subdivision (d).

(g) If a member of a legislative body chooses to incur additional costs that are above the rates established pursuant to this section and those costs have not been approved pursuant to subdivision (f), then the member of a legislative body may do so at his or her own expense.

(h) This section shall not supersede any other laws establishing reimbursement rates for local agencies.

(Amended by Stats. 2006, Ch. 643, Sec. 10. Effective January 1, 2007.)

**GOVERNMENT CODE - GOV****TITLE 5. LOCAL AGENCIES [50001 - 57607]** (Title 5 added by Stats. 1949, Ch. 81.)**DIVISION 2. CITIES, COUNTIES, AND OTHER AGENCIES [53000 - 55821]** (Division 2 added by Stats. 1949, Ch. 81.)**PART 1. POWERS AND DUTIES COMMON TO CITIES, COUNTIES, AND OTHER AGENCIES [53000 - 54999.7]** (Part 1 added by Stats. 1949, Ch. 81.)**CHAPTER 2. Officers and Employees [53200 - 53299]** (Chapter 2 added by Stats. 1949, Ch. 81.)**ARTICLE 2.3. Compensation [53232 - 53232.4]** (Article 2.3 added by Stats. 2005, Ch. 700, Sec. 3.)

53232.3. (a) If a local agency reimburses members of a legislative body for actual and necessary expenses incurred in the performance of official duties, then a local agency shall provide expense report forms to be filed by the members of the legislative body for reimbursement for actual and necessary expenses incurred on behalf of the local agency in the performance of official duties. Reimbursable expenses shall include, but not be limited to, meals, lodging, and travel.

(b) Expense reports shall document that expenses meet the existing policy, adopted pursuant to Section 53232.2, for expenditure of public resources.

(c) Members of a legislative body shall submit expense reports within a reasonable time after incurring the expense, as determined by the legislative body, and the reports shall be accompanied by the receipts documenting each expense.

(d) Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

(e) All documents related to reimbursable agency expenditures are public records subject to disclosure under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1).

(Amended by Stats. 2021, Ch. 615, Sec. 195. (AB 474) Effective January 1, 2022. Operative January 1, 2023, pursuant to Sec. 463 of Stats. 2021, Ch. 615.)