

City Council Agenda

Tuesday, April 1, 2025

Closed Session 5:30 PM

Regular Meeting 6:30 PM

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

How to Observe the Meeting From Home:

The public can observe the meeting by calling +1 (562) 247-8321, Access Code: 650-711-089 OR visit:
<https://attendee.gotowebinar.com/register/4700728214814491484>.

How to Submit Public Comment:

The public may provide public comment by attending the meeting in person, by sending an email, or by logging into the teleconference. Please send email public comments to the City Clerk at cityclerk@DiamondBarCA.gov by 4:00 p.m. on the day of the meeting and indicate in the Subject Line "FOR PUBLIC COMMENT." Written comments will be distributed to the Council Members, noted for the record at the meeting and posted on the City's official agenda webpage as soon as reasonably practicable (found here: <http://diamondbarca.igq2.com/Citizens/Default.aspx>).

The public may log into the meeting through this link:

<https://attendee.gotowebinar.com/register/4700728214814491484>. Members of the public will be called upon one at a time during the Public Comment portion of the agenda. Speakers are limited to five minutes per agenda item, unless the Mayor determines otherwise. Please note that the meeting will proceed at the South Coast Air Quality Management District/Main Auditorium should comments by teleconferencing become infeasible due to an Internet or power outage, or due to technical problems outside the City's control. If you wish to make certain that your comments are heard, please attend the meeting in person or send an email by 4:00 p.m. on the day of the meeting/hearing. To watch a live stream of City Council meetings, visit the City's YouTube Channel at <https://www.diamondbarca.gov/youtube>.

American Disability Act Accommodations:

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

**ANDREW CHOU***Council Member***STAN LIU***Council Member***RUTH M. LOW***Council Member***CHIA YU TENG***Mayor***STEVE TYE***Mayor Pro Tem*

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

DIAMOND BAR CITY COUNCIL MEETING RULES

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

PUBLIC INPUT

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

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

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

INFORMATION RELATING TO AGENDAS AND ACTIONS OF THE COUNCIL

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

HELPFUL PHONE NUMBERS

Copies of agendas, rules of the Council, Video of meetings: (909) 839-7010

Computer access to agendas: www.diamondbarca.gov/agendas

General information: (909) 839-7000

THIS MEETING IS BEING VIDEO RECORDED AND BY PARTICIPATING VIA TELECONFERENCE, YOU ARE GIVING YOUR PERMISSION TO BE TELEVISED. THIS MEETING WILL BE RE-BROADCAST EVERY SATURDAY AND SUNDAY AT 9:00 A.M. AND ALTERNATE TUESDAYS AT 8:00 P.M. AND IS ALSO AVAILABLE FOR LIVE VIEWING AT [HTTPS://ATTENDEE.GOTOWEBINAR.COM/REGISTER/4700728214814491484](https://attendeegotowebinar.com/register/4700728214814491484) AND ARCHIVED VIEWING ON THE CITY'S WEB SITE AT WWW.DIAMONDBARCA.GOV.

CITY OF DIAMOND BAR

CITY COUNCIL AGENDA

April 01, 2025

CLOSED SESSION:

5:30 p.m., CC-8 Conference Room, In Person ONLY – no teleconference.

Public Comments

**CONFERENCE WITH LEGAL COUNSEL
– ANTICIPATED LITIGATION**

Initiation of litigation pursuant to Govt.
Code Section 54956.9(d)(4):
One potential case

CALL TO ORDER:

6:30 p.m.

PLEDGE OF ALLEGIANCE:

Mayor

INVOCATION:

Pastor Moses Silva, Calvary Chapel
Golden Springs

ROLL CALL:

Chou, Liu, Low, Mayor Pro Tem Tye,
Mayor Teng

APPROVAL OF AGENDA:

Mayor

1. SPECIAL PRESENTATIONS, CERTIFICATES, PROCLAMATIONS:

1.1 Proclamation Declaring April as Read Together Month.

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

2. CITY MANAGER REPORTS AND RECOMMENDATIONS:**3. PUBLIC COMMENTS:**

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

4. SCHEDULE OF FUTURE EVENTS:

- 4.1 Windmill Hunt – April 1 – April 30, 2025, various parks and facilities.
- 4.2 Planning Commission Meeting – April 8, 2025 – cancelled.
- 4.3 Coffee with a Cop – April 12, 2025, 8:00 – 10:00 a.m., Diamond Bar Golf Course Café, 22751 Golden Springs Dr.
- 4.4 City Council Meeting – April 15, 2025, 6:30 p.m., online teleconference and SCAQMD Main Auditorium, 21865 Copley Dr.

5. CONSENT CALENDAR:

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

5.1 CITY COUNCIL MINUTES OF THE MARCH 18, 2025 REGULAR MEETING.**5.1.a March 18, 2025 City Council Regular Meeting Minutes**

Recommended Action:

Approve the March 18, 2025 Regular City Council meeting minutes.

Requested by: City Clerk

5.2 RATIFICATION OF CHECK REGISTER DATED MARCH 5, 2025 THROUGH MARCH 18, 2025 TOTALING \$699,706.17.

Recommended Action:

Ratify the Check Register.

Requested by: Finance Department

- 5.3 TRANSFER OF FISCAL YEAR 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) UNALLOCATED BALANCE TO FISCAL YEAR 2024/2025 PROGRAM BUDGET.

Recommended Action:

Adopt Resolution No. 2025-07 approving the transfer of Fiscal Year 2025/26 Community Development Block Grant unallocated balance to the Fiscal Year 2024/25 Community Development Block Grant Program Home Improvement Program budget.

Requested by: Community Development Department

- 5.4 FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH WILLDAN ENGINEERING TO PROVIDE TEMPORARY PERMIT TECHNICIAN STAFFING FOR THE BUILDING AND SAFETY DIVISION.

Recommended Action:

Approve, and authorize the City Manager to sign, the First Amendment to the Consulting Services Agreement with Willdan Engineering to provide continued temporary Permit Technician staffing through June 30, 2025.

Requested by: Community Development Department

- 5.5 AMENDMENT TO EMPLOYER EMPLOYEE ORGANIZATION RELATIONS PROCEDURES.

Recommended Action:

Adopt Resolution No. 2025-08 Amending Employer-Employee Organization Relations Procedures and Repealing Resolution No. 2003-65.

Requested by: City Manager

- 5.6 LANDSCAPE ASSESSMENT DISTRICT NOS. 38, 39-2022, AND 41-2021 FOR FISCAL YEAR 2025/26.

Recommended Action:

A. Adopt Resolution No. 2025-09 ordering the City Engineer to prepare and to file an Engineer's Report related to maintenance of improvements in Landscaping Assessment District No. 38 and any assessment thereon for Fiscal Year 2025/26;

B. Adopt Resolution No. 2025-10 ordering the City Engineer to prepare and to file an Engineer's Report related to maintenance of improvements in Landscaping Assessment District No. 39-2022 and any assessment thereon for Fiscal Year 2025/26;

C. Adopt Resolution No. 2025-11 ordering the City Engineer to prepare and to file an Engineer's Report related to maintenance of

improvements in the Landscaping Assessment District No. 41-2021 and any assessment thereon for Fiscal Year 2025/26; and

- D. Approve, and authorize the City Manager to sign, the Consultant Services Agreement with NBS Government Finance Group for a three-year term in a not-to-exceed amount of \$48,620, plus a contingency amount of \$5,000, for a total authorization amount of \$53,620.

Requested by: Public Works Department

6. **PUBLIC HEARINGS: NONE.**
7. **COUNCIL CONSIDERATION: NONE.**
8. **COUNCIL SUB-COMMITTEE REPORTS AND MEETING ATTENDANCE REPORTS/COUNCIL MEMBER COMMENTS:**
9. **ADJOURNMENT:**

Agenda #: 5.1
Meeting Date: April 1, 2025



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **CITY COUNCIL MINUTES OF THE MARCH 18, 2025 REGULAR MEETING.**
STRATEGIC
GOAL: *Open, Engaged & Responsive Government*

RECOMMENDATION:

Approve the March 18, 2025 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

4/1/2025

REVIEWED BY:



Ryan McLean, Assistant City Manager

3/24/2025

Attachments:

1. 5.1.a March 18, 2025 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
MARCH 18, 2025**

CLOSED SESSION: 5:00 p.m. – Room CC-8

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

Public Comments: None Offered.

CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Govt. Code Section 54957.6

Agency designated representatives: Dan Fox, City Manager; Ryan McLean, Assistant City Manager; Ryan Wright, Parks and Recreation Director; Amy Haug, HR & Risk Manager.

Employee organization: AFCSME D.C. 36

Adjourned to Regular Meeting: 6:32 p.m.

CALL TO ORDER: Mayor Teng called the Regular City Council meeting to order at 6:38 p.m. in the South Coast Air Quality Management District Main Auditorium, 21865 Copley Drive, Diamond Bar, CA 91765.

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

INVOCATION: Deacon Dennis Shin, St. Denis Catholic Church

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

Absent: None.

Staff present in person: Dan Fox, City Manager; Omar Sandoval, City Attorney; Ryan McLean, Assistant City Manager; Ryan Wright, Parks and Recreation Director; Ken Desforge, Information Systems Director; Cecilia Arellano, Community Relations Manager; Kristina Santana, City Clerk.

Staff present telephonically:

Amy Haug, Human Resources and Risk Manager; Jason Jacobsen, Finance Director; Greg Gubman, Community Development Director; Grace Lee, Planning Manager; May Nakajima, Senior Planner; David Liu, Public Works Director; Hal Ghafari, Public Works Manager/Assistant City Engineer;.

Others present: Stephen Tousey, Captain, Diamond Bar/Walnut Sheriff's Station; Daniel Dail, Lieutenant, Diamond Bar/Walnut Sheriff's Station; Nancy Farias, Deputy, Diamond Bar/Walnut Sheriff's Station.

MARCH 18, 2025

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CITY COUNCIL

APPROVAL OF AGENDA: City Attorney Sandoval announced that the City Council met in closed session at 5:00 p.m. and there was no reportable action. Mayor Teng approved the agenda as presented.

1. SPECIAL PRESENTATIONS, CERTIFICATES, PROCLAMATIONS:

- 1.1 Greater Los Angeles Vector Control District Presentation.
Assistant General Manager Steve Vetrone provided the presentation and answered the Council Member's questions.

2. CITY MANAGER REPORTS AND RECOMMENDATIONS: None.

3. PUBLIC COMMENTS:

The following provided public comments:

CC/Santana reported that no emails were submitted for public comment, Paul Deibel, resident, provided a public comment via the teleconference line.

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

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

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

5.1 APPROVED CITY COUNCIL MINUTES:

5.1.a MARCH 4, 2025 CITY COUNCIL REGULAR MEETING

5.2 RATIFIED CHECK REGISTER DATED FEBRUARY 19, 2025 THROUGH MARCH 4, 2025 TOTALING \$1,300,920.64.

5.3 APPROVED FEBRUARY 2025 TREASURER'S STATEMENT.

5.4 APPROVED THE DEPARTMENT OF PUBLIC HEALTH SERVICES CONTRACT WITH COUNTY OF LOS ANGELES FOR SPECIFIED PUBLIC HEALTH SERVICES THROUGH JUNE 30, 2029.

5.5 APPROVED THE 2024 GENERAL PLAN STATUS REPORT.

5.6 APPROVED THE PURCHASE OF HPE NETWORK SERVERS.

6. PUBLIC HEARINGS: None.**7. COUNCIL CONSIDERATION:****7.1 PRESENTATION OF 2024 PUBLIC SAFETY ANNUAL REPORT.**

ACM/McLean presented the report.

Following Council discussion, C/Liu moved, C/Chou seconded, to receive the presentation. Motion carried 5-0 by the following Roll Call vote:

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

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

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

Council Member Chou announced he attended a self-funded delegation trip to Taiwan last week and had the opportunity to meet with the Vice President and Mayors and Council Members of Taiwan.

Council Member Low asked the Council to consider directing staff to send a letter to the Board of Supervisors to provide the necessary funding to the Sheriff's Department.

Council Member Liu announced he attended a self-funded delegation trip to Taiwan last week and had the opportunity to learn about an education exchange program at Diamond Bar High School.

Mayor Pro Tem Tye confirmed that the Council had consensus to direct staff to send a letter to the Board of Supervisors to provide the necessary funding to the Sheriff's Department. City Attorney Omar Sandoval recommended that the item be agendaized at the next Council Meeting. City Manager Dan Fox confirmed that with their consensus staff can move forward with sending the letter under the Mayor's signature without further Council action.

9. ADJOURNMENT: With no further business to conduct, M/Teng adjourned the Regular City Council Meeting at 8:07 p.m.

MARCH 18, 2025

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CITY COUNCIL

Respectfully Submitted,

Kristina Santana, City Clerk

The foregoing minutes are hereby approved this 1st day of April, 2025.

Chia Yu Teng, Mayor

Agenda #: 5.2
Meeting Date: April 1, 2025



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **RATIFICATION OF CHECK REGISTER DATED MARCH 5, 2025
THROUGH MARCH 18, 2025 TOTALING \$699,706.17.**
STRATEGIC
GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

Ratify the Check Register.

FINANCIAL IMPACT:

Expenditure of \$699,706.17.

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 March 5, 2025 through March 18, 2025 totaling \$ 699,706.17 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

4/1/2025

REVIEWED BY:

Jason Jacobsen, Finance Director

3/26/2025



Jason Jacobsen, Finance Director

3/26/2025

Attachments:

1. 5.2.a Check Register Affidavit 4-1-2025
2. 5.2.b Check Register 4-1-2025



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 March 5, 2025 through March 18, 2025 has been audited and is certified as accurate. Payments have been allowed from the following funds in these amounts:

Description	Amount
General Fund	\$460,001.41
Measure W Local Return Fund	\$4,053.64
Measure M Local Return Fund	\$639.10
Measure R Local Return Fund	\$226.28
Prop A Transit Tax Fund	\$13,899.94
Prop C Transit Tax Fund	\$10,135.30
Community Dev Block Grant Fund	\$40,792.59
LLAD 38 Fund	\$41,496.22
LLAD 39 Fund	\$22,866.04
LLAD 41 Fund	\$9,478.81
Integrated Waste Mgmt Fund - AB939	\$12,287.54
Capital Imprv Project Fund	\$71,349.98
Vehicle Maintenance & Equip Fund	\$2,097.56
Citizens Option Public Safety Fund	\$4,800.00
PEG Fees Fund	\$1,250.00
Beverage Cntnr Recycling Grant Fund	\$2,571.88
OPEB Reserve Fund	\$1,738.00
Used Motor Oil Block Grant Fund	\$21.88
	\$699,706.17

Signed:

Jason Jacobsen

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
14706	3/11/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - DBB N/W @ TEMPLE - LS-2	100655	52210	\$113.63
CHECK TOTAL							\$113.63
14707	3/11/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 21615 GATEWAY CENTER - LS-2	100655	52210	\$89.43
CHECK TOTAL							\$89.43
14708	3/11/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 3798 S BREA CYN RD - LS-2	100655	52210	\$67.07
CHECK TOTAL							\$67.07
14709	3/11/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 2201 DBB - LS-2	100655	52210	\$89.43
CHECK TOTAL							\$89.43
14710	3/11/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 1798 DBB/22566 GLDN SPRGS - LS-2	100655	52210	\$200.60
CHECK TOTAL							\$200.60
14711	3/11/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 1DBB/TEMPLE - LS-2	100655	52210	\$127.58
CHECK TOTAL							\$127.58
14712	3/11/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 1003 GLDN SPRGS - LS-2	100655	52210	\$117.71
CHECK TOTAL							\$117.71
14713	3/11/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - BREA CYN/OAKCREST - LS-2	100655	52210	\$67.65
CHECK TOTAL							\$67.65
14714	3/11/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - BREA CYN/FALLOWFIELD - LS-2	100655	52210	\$88.82
CHECK TOTAL							\$88.82
14715	3/11/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 3201 DBB - LS-2	100655	52210	\$134.16
CHECK TOTAL							\$134.16
14716	3/11/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 21010 WASHINGTON AVE - LS-2	100655	52210	\$106.62
CHECK TOTAL							\$106.62
14717	3/11/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 24230 GOLDEN SPRINGS - LS-2	100655	52210	\$84.88
CHECK TOTAL							\$84.88

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
14718	3/10/2025	SOUTHERN CALIFORNIA EDISON		DISTRICT 38 (012725-022525)	238638	52210	\$213.53
CHECK TOTAL							\$213.53
14719	3/11/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 21250 GOLDEN SPRINGS - LS-2	100655	52210	\$89.43
CHECK TOTAL							\$89.43
14720	3/10/2025	SOUTHERN CALIFORNIA EDISON		PARKS (012725-022525)	100630	52210	\$4,329.82
CHECK TOTAL							\$4,329.82
14721	3/11/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 21325 PATHFINDER - LS-2	100655	52210	\$244.92
CHECK TOTAL							\$244.92
14722	3/11/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 1025 BREA CYN - LS-2	100655	52210	\$142.22
CHECK TOTAL							\$142.22
14723	3/11/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 22805 GOLDEN SPRINGS - LS-2	100655	52210	\$111.78
CHECK TOTAL							\$111.78
14724	3/11/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - VARIOUS LS-1	100655	52210	\$654.69
CHECK TOTAL							\$654.69
14725	3/12/2025	SOUTHERN CALIFORNIA EDISON		DBC (013025-030225)	100510	52210	\$7,253.70
CHECK TOTAL							\$7,253.70
14726	3/14/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM MARCH 2025	204	21106	\$138.92
	3/14/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM MARCH 2025	100220	50062	\$189.81
	3/14/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM MARCH 2025	203	21106	\$243.11
	3/14/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM MARCH 2025	239	21106	\$245.57
	3/14/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM MARCH 2025	241	21106	\$245.57
	3/14/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM MARCH 2025	238	21106	\$446.49
	3/14/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM MARCH 2025	201	21106	\$1,018.64
	3/14/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM MARCH 2025	105220	50048	\$1,738.00

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
14727	3/14/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM MARCH 2025	250	21106	\$2,416.71
	3/14/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM MARCH 2025	207	21106	\$2,486.58
	3/14/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM MARCH 2025	206	21106	\$2,799.04
	3/14/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM MARCH 2025	100	21106	\$63,086.70
	CHECK TOTAL						\$75,055.14
	3/14/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 03/14/2025	201	21118	\$2.31
	3/14/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 03/14/2025	238	21118	\$5.43
	3/14/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 03/14/2025	239	21118	\$5.43
	3/14/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 03/14/2025	241	21118	\$5.43
	3/14/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 03/14/2025	207	21118	\$15.63
	3/14/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 03/14/2025	250	21118	\$16.36
	3/14/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 03/14/2025	206	21118	\$126.07
	3/14/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 03/14/2025	100	21118	\$2,052.10
	CHECK TOTAL						\$2,228.76
14728	3/14/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 03/14/2025	225	21109	\$2.59
	3/14/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 03/14/2025	204	21109	\$114.15
	3/14/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 03/14/2025	203	21109	\$199.76
	3/14/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 03/14/2025	239	21109	\$222.33

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	3/14/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 03/14/2025	241	21109	\$222.33
	3/14/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 03/14/2025	238	21109	\$329.66
	3/14/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 03/14/2025	201	21109	\$575.91
	3/14/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 03/14/2025	207	21109	\$659.81
	3/14/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 03/14/2025	206	21109	\$3,003.28
	3/14/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 03/14/2025	250	21109	\$3,757.49
	3/14/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 03/14/2025	100	21109	\$63,908.88
						CHECK TOTAL	\$72,996.19
14729	3/14/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 02/22/25-03/07/25	204	21110	\$85.46
	3/14/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 02/22/25-03/07/25	203	21110	\$149.56
	3/14/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 02/22/25-03/07/25	239	21110	\$161.13
	3/14/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 02/22/25-03/07/25	241	21110	\$161.13
	3/14/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 02/22/25-03/07/25	238	21110	\$249.41
	3/14/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 02/22/25-03/07/25	201	21110	\$594.32
	3/14/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 02/22/25-03/07/25	207	21110	\$1,109.88
	3/14/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 02/22/25-03/07/25	206	21110	\$1,914.38
	3/14/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 02/22/25-03/07/25	250	21110	\$2,175.10

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	3/14/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 02/22/25-03/07/25	100	21110	\$45,314.46
						CHECK TOTAL	\$51,914.83
14730	3/18/2025	ABOUND FOOD CARE		FOOD RECOVERY SERVICES - FEBRUARY 2025	250170	54900	\$1,632.25
						CHECK TOTAL	\$1,632.25
14731	3/18/2025	AFLAC		SUPP INSURANCE PREMIUM FEBRUARY 2025	239	21117	\$0.94
	3/18/2025	AFLAC		SUPP INSURANCE PREMIUM FEBRUARY 2025	241	21117	\$0.94
	3/18/2025	AFLAC		SUPP INSURANCE PREMIUM FEBRUARY 2025	201	21117	\$8.47
	3/18/2025	AFLAC		SUPP INSURANCE PREMIUM FEBRUARY 2025	204	21117	\$9.02
	3/18/2025	AFLAC		SUPP INSURANCE PREMIUM FEBRUARY 2025	203	21117	\$15.80
	3/18/2025	AFLAC		SUPP INSURANCE PREMIUM FEBRUARY 2025	207	21117	\$31.99
	3/18/2025	AFLAC		SUPP INSURANCE PREMIUM FEBRUARY 2025	250	21117	\$60.58
	3/18/2025	AFLAC		SUPP INSURANCE PREMIUM FEBRUARY 2025	206	21117	\$210.26
	3/18/2025	AFLAC		SUPP INSURANCE PREMIUM FEBRUARY 2025	100	21117	\$1,311.26
						CHECK TOTAL	\$1,649.26
14732	3/18/2025	AIRGAS INC		ARGON CYLINDER REFILL (020125- 022825)	100630	51200	\$31.11
						CHECK TOTAL	\$31.11
14733	3/18/2025	ALL CITY MANAGEMENT SERVICES INC		CROSSING GUARD SERVICES - 1/19/25- 2/1/25	100310	55412	\$12,226.44
	3/18/2025	ALL CITY MANAGEMENT SERVICES INC		CROSSING GUARD SERVICES - 2/16/25- 3/1/25	100310	55412	\$12,622.26
						CHECK TOTAL	\$24,848.70
14734	3/18/2025	AMERICOMP TONER & REPAIR LLC		PRINTER TONERS/MAINT - M806 TRAY	100230	51200	\$329.95
						CHECK TOTAL	\$329.95
14735	3/18/2025	ANIMAL PEST MANAGEMENT SERVICES INC		COMPREHENSIVE PEST MGMT SVCS (FEB2025) FY24-25	100630	52320	\$70.00

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	3/18/2025	ANIMAL PEST MANAGEMENT SERVICES INC		COMPREHENSIVE PEST MGMT SVCS (FEB2025) FY24-25	100510	52320	\$105.00
	3/18/2025	ANIMAL PEST MANAGEMENT SERVICES INC		COMPREHENSIVE PEST MGMT SVCS (FEB2025) FY24-25	100620	52320	\$120.00
						CHECK TOTAL	\$295.00
14736	3/18/2025	NAILA ASAD BARLAS		STIPEND - JULY PC MTG	100410	52525	\$65.00
	3/18/2025	NAILA ASAD BARLAS		STIPEND - AUGUST 13, 2024	100410	52525	\$65.00
	3/18/2025	NAILA ASAD BARLAS		STIPEND-OCT 8 2024 PC MTG	100410	52525	\$65.00
	3/18/2025	NAILA ASAD BARLAS		STIPEND - NOVEMBER 12 2024 PC MTG	100410	52525	\$65.00
	3/18/2025	NAILA ASAD BARLAS		STIPEND-NOVEMBER 26 2024 PC MTG	100410	52525	\$65.00
	3/18/2025	NAILA ASAD BARLAS		STIPEND-JANUARY 14 2025 PC MTG	100410	52525	\$65.00
						CHECK TOTAL	\$390.00
14737	3/18/2025	BARR & CLARK INC		HIP LBP INSPECTION 547 N PLATINA DRIVE	225440	54900	\$450.00
	3/18/2025	BARR & CLARK INC		HIP LIMITED ASBESTOS INSP. 323 S.ROCK RIVER RD	225440	54900	\$573.00
	3/18/2025	BARR & CLARK INC		HIP ASBESTOS INSPECTION 323 S ROCK RIVER ROAD	225440	54900	\$550.00
						CHECK TOTAL	\$1,573.00
14738	3/18/2025	KATHY BREAUX		INSTRUCTOR PAYMENT - ART - WS 25	100520	55320	\$102.60
						CHECK TOTAL	\$102.60
14739	3/18/2025	LINGO TELECOM LLC		CITYWIDE PHONE SERVICE - MAR 2025	100230	52200	\$3,176.86
						CHECK TOTAL	\$3,176.86
14740	3/18/2025	CALIFORNIA SENSOR CORPORATION		IRRIGATION CONTROLLERS(DATA PLAN FOR D38,D41,PARK)	100630	52320	\$795.00
	3/18/2025	CALIFORNIA SENSOR CORPORATION		IRRIGATION CONTROLLERS(DATA PLAN FOR D38,D41,PARK)	241641	52320	\$3,180.00
	3/18/2025	CALIFORNIA SENSOR CORPORATION		IRRIGATION CONTROLLERS(DATA PLAN FOR D38,D41,PARK)	238638	55524	\$5,565.00
						CHECK TOTAL	\$9,540.00
14741	3/18/2025	CHEM PRO LABORATORY INC		WATER TREATMENT (CITYHALL/FEB) FY24-25	100620	52320	\$187.95
						CHECK TOTAL	\$187.95

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
14742	3/18/2025	CHICAGO TITLE COMPANY		CDBG HIP-318 NAVAJO SPRINGS ROAD	225440	54900	\$50.00
	3/18/2025	CHICAGO TITLE COMPANY		CDBG HIP - 22700LAKEWAY DRIVE #336	225440	54900	\$65.00
						CHECK TOTAL	\$115.00
14743	3/18/2025	CITY OF WALNUT		SHARED USED AGREEMENT AT-RISK COUNSELING	280310	54900	\$4,800.00
						CHECK TOTAL	\$4,800.00
14744	3/18/2025	CONSTRUCTION HARDWARE COMPANY		BLANK KEYS	100620	51300	\$221.60
						CHECK TOTAL	\$221.60
14745	3/18/2025	DAVID EVANS AND ASSOCIATES INC		LANDSCAPE PLAN CHECKING SERVICES	100	22107	\$132.00
	3/18/2025	DAVID EVANS AND ASSOCIATES INC		LANDSCAPE PLAN CHECKING SERVICES	100	22107	\$808.50
	3/18/2025	DAVID EVANS AND ASSOCIATES INC		LANDSCAPE PLAN CHECKING SERVICES	100	22107	\$1,711.20
						CHECK TOTAL	\$2,651.70
14746	3/18/2025	DELTA DENTAL		HMO DENTAL INSURANCE PREMIUM MAR 2025	206	21105	\$0.96
	3/18/2025	DELTA DENTAL		HMO DENTAL INSURANCE PREMIUM MAR 2025	207	21105	\$0.96
	3/18/2025	DELTA DENTAL		HMO DENTAL INSURANCE PREMIUM MAR 2025	201	21105	\$1.61
	3/18/2025	DELTA DENTAL		HMO DENTAL INSURANCE PREMIUM MAR 2025	250	21105	\$36.36
	3/18/2025	DELTA DENTAL		HMO DENTAL INSURANCE PREMIUM MAR 2025	100	21105	\$107.67
						CHECK TOTAL	\$147.56
14747	3/18/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM MAR 2025	204	21105	\$8.23
	3/18/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM MAR 2025	203	21105	\$14.39
	3/18/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM MAR 2025	239	21105	\$21.98
	3/18/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM MAR 2025	241	21105	\$21.98
	3/18/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM MAR 2025	238	21105	\$36.60

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	3/18/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM MAR 2025	201	21105	\$64.93
	3/18/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM MAR 2025	207	21105	\$157.50
	3/18/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM MAR 2025	250	21105	\$208.69
	3/18/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM MAR 2025	206	21105	\$277.15
	3/18/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM MAR 2025	100	21105	\$4,987.89
						CHECK TOTAL	\$5,799.34
14748	3/18/2025	DEPT OF TRANSPORTATION		TS MAINT - SHARED AGREEMENT - JUL-SEPT 2024	100655	55536	\$3,660.49
						CHECK TOTAL	\$3,660.49
14749	3/18/2025	DIANA CHO & ASSOCIATES		CDBG-SNR. SVCS ADMIN COSTS	225440	54900	\$170.00
	3/18/2025	DIANA CHO & ASSOCIATES		CDBG-AREA 4 ADA CURB RAMPS IMP	301610	56101	\$340.00
						CHECK TOTAL	\$510.00
14750	3/18/2025	DS SERVICES OF AMERICA INC		WATER SERVICE (CITYHALL/FEB) FY24-25	100620	51200	\$495.55
						CHECK TOTAL	\$495.55
14751	3/18/2025	ECOFERT INC		FERTILIZER INJECTION SYSTEM (020125-022825)	100630	52320	\$1,207.00
						CHECK TOTAL	\$1,207.00
14752	3/18/2025	EXTERIOR PRODUCTS CORP		MAINTENANCE & OPERATION SUPPLIES/SERVICES	100630	52320	\$603.21
	3/18/2025	EXTERIOR PRODUCTS CORP		MAINTENANCE & OPERATION SUPPLIES/SERVICES	100620	51200	\$2,543.40
	3/18/2025	EXTERIOR PRODUCTS CORP		MAINTENANCE & OPERATION SUPPLIES/SERVICES	100620	52320	\$2,702.20
	3/18/2025	EXTERIOR PRODUCTS CORP		MAINTENANCE & OPERATION SUPPLIES/SERVICES (030725)	100620	51200	\$139.77
	3/18/2025	EXTERIOR PRODUCTS CORP		MAINTENANCE & OPERATION SUPPLIES/SERVICES (030725)	100620	52320	\$154.05
						CHECK TOTAL	\$6,142.63
14753	3/18/2025	FOOTHILL BUILDING MATERIALS INC		SAND (STATION #121- ARMITOS)	100350	51200	\$563.38
						CHECK TOTAL	\$563.38

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
14754	3/18/2025	FRANCOISE S ZAMBRA		CONTRACT CLASS INSTRUCTOR - FRANCOISE ZAMBRA	100520	55320	\$228.00
CHECK TOTAL							\$228.00
14755	3/18/2025	FRONTIER COMMUNICATIONS CORP		SUMMARY BILL - INTERNET SERVICE - MAR 2025	100230	54030	\$811.25
	3/18/2025	FRONTIER COMMUNICATIONS CORP		SUMMARY BILL - INTERNET SERVICE - MAR 2025	100230	54030	\$492.33
CHECK TOTAL							\$1,303.58
14756	3/18/2025	FULLERTON ACE HARDWARE		ROAD MAINTENANCE SUPPLIES (JGARCIA031125)	100655	51250	\$54.70
CHECK TOTAL							\$54.70
14757	3/18/2025	GOVCONNECTION INC		HP SERVER CARE PACK - MUNIS CM, MA, IS, EW	100230	52314	\$21,332.00
	3/18/2025	GOVCONNECTION INC		HP SERVER CARE PACK FOR ATCS1 & 2	100230	52314	\$5,736.80
CHECK TOTAL							\$27,068.80
14758	3/18/2025	HEATHER JEN CHANG		CONTRACT CLASS INSTRUCTOR - ART CLASSES	100520	55320	\$672.00
CHECK TOTAL							\$672.00
14759	3/18/2025	HIRSCH PIPE & SUPPLY INC		BUILDING MAINT (DBC/TOILET)	100510	52310	\$99.69
CHECK TOTAL							\$99.69
14760	3/18/2025	HOME DEPOT CREDIT SERVICES		ROAD MAINTENANCE (JSI/022425)	100655	51250	\$70.14
CHECK TOTAL							\$70.14
14761	3/18/2025	HONEYCOTT INC		BEE REMOVAL (WATER METER @433 GUNSMOKE DR)	100655	51250	\$145.00
CHECK TOTAL							\$145.00
14762	3/18/2025	INLAND SOCAL MEDIA GROUP LLC		DBC ADVERTISEMENT FOR APRIL 2025	100510	52110	\$750.00
CHECK TOTAL							\$750.00
14763	3/18/2025	JACKSON'S AUTO SUPPLY/NAPA		FLEET VEHICLE MAINTENANCE (LIC#1479593)	502655	52312	\$162.47
CHECK TOTAL							\$162.47
14764	3/18/2025	JOE A GONSALVES & SON INC		PROFESSIONAL SERVICES IN MARCH - STATE LOBBYIST	100130	54900	\$2,500.00
CHECK TOTAL							\$2,500.00

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
14765	3/18/2025	KEPT COMPANIES INC		(18) EXTERIOR WASH 022125 - FLEET VEHICLES	502430	52312	\$80.00
	3/18/2025	KEPT COMPANIES INC		(18) EXTERIOR WASH 022125 - FLEET VEHICLES	502655	52312	\$80.00
	3/18/2025	KEPT COMPANIES INC		(18) EXTERIOR WASH 022125 - FLEET VEHICLES	502620	52312	\$100.00
	3/18/2025	KEPT COMPANIES INC		(18) EXTERIOR WASH 022125 - FLEET VEHICLES	502630	52312	\$100.00
						CHECK TOTAL	\$360.00
14766	3/18/2025	KEVIN D JONES		PS - SR-57/SR-60 CONF. PROJ ADVOCACY - FEB 2025	100615	54400	\$4,000.00
							CHECK TOTAL \$4,000.00
14767	3/18/2025	KIMBERLY DOWNEY ESMOND		CONTRACT CLASS INSTRUCTOR - SOCA ARTS	100520	55320	\$1,435.20
							CHECK TOTAL \$1,435.20
14768	3/18/2025	LANCE SOLL & LUNGHARD LLP		PROF. SVCS - STATE CONTROLLER REPORT 2024	100210	54010	\$3,810.00
							CHECK TOTAL \$3,810.00
14769	3/18/2025	LANDS' END INC		SHIRTS FOR COMMISSIONERS	100240	51200	\$143.21
							CHECK TOTAL \$143.21
14770	3/18/2025	LEWIS ENGRAVING INC		TILE PLATE	100140	52140	\$27.04
							CHECK TOTAL \$27.04
14771	3/18/2025	LOOMIS		COURIER SERVICES - FEBRUARY 2025	100210	54900	\$751.66
	3/18/2025	LOOMIS		COURIER SERVICES - FEBRUARY 2025	100510	54900	\$751.66
							CHECK TOTAL \$1,503.32
14772	3/18/2025	LOPEZ RAMIREZ ROOFING INC		CDBG HIP CONTRACTOR - AGUILA 323 S. ROCK RIVER RO	225440	54900	\$29,610.00
							CHECK TOTAL \$29,610.00
14773	3/18/2025	LOS ANGELES COUNTY DEVELOPMENT AUTH		CDBG LOAN REPAYMENT - 626 RITTER ST	225	20601	\$9,322.00
							CHECK TOTAL \$9,322.00
14774	3/18/2025	LOS ANGELES COUNTY PUBLIC WORKS		SYCAMORE CYN PARK INSPECT&SRVCCALLS(110424-010825)	100630	52320	\$1,500.73
	3/18/2025	LOS ANGELES COUNTY PUBLIC WORKS		SEWER SERVICE (PARKS) FY24-25	100630	52320	\$1,515.00

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$3,015.73
14775	3/18/2025	LOS ANGELES COUNTY SHERIFF'S DEPT		FY2024-25 LA COUNTY SHERIFF BURG SUPP 12/2024	100310	55402	\$21,126.85
	3/18/2025	LOS ANGELES COUNTY SHERIFF'S DEPT		FY2024-25 LA COUNTY SHERIFF CAV CHAPEL 12/2024	100310	55402	\$14,568.98
	3/18/2025	LOS ANGELES COUNTY SHERIFF'S DEPT		FY2024-25 LA COUNTY SHERIFF CAV CHAPEL 11/2024	100310	55402	\$10,575.20
						CHECK TOTAL	\$46,271.03
14776	3/18/2025	LOS ANGELES UNIFIED SCHOOL DISTRICT		BILINGUAL TESTING SERVICES	100220	54900	\$90.00
						CHECK TOTAL	\$90.00
14777	3/18/2025	LOWE'S BUSINESS ACCOUNT		MAINT OF GROUNDS (HERITAGE PARK 022025)	100630	52320	\$204.40
						CHECK TOTAL	\$204.40
14778	3/18/2025	MAHENDRA GARG		STIPEND - JULY 2024 PC MTG	100410	52525	\$65.00
	3/18/2025	MAHENDRA GARG		STIPEND - AUGUST 13, 2024	100410	52525	\$65.00
	3/18/2025	MAHENDRA GARG		STIPEND-OCT 8 2024 PC MTG	100410	52525	\$65.00
	3/18/2025	MAHENDRA GARG		STIPEND - NOVEMBER 12 2024 PC MTG	100410	52525	\$65.00
	3/18/2025	MAHENDRA GARG		STIPEND-NOVEMBER 26 2024 PC MTG	100410	52525	\$65.00
	3/18/2025	MAHENDRA GARG		STIPEND-JANUARY 14 2025 PC MTG	100410	52525	\$65.00
						CHECK TOTAL	\$390.00
14779	3/18/2025	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD38/39/41- FEB2025)	241641	55524	\$5,623.27
	3/18/2025	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD38/39/41- FEB2025)	239639	55524	\$13,715.50
	3/18/2025	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD38/39/41- FEB2025)	238638	55524	\$16,460.60
	3/18/2025	MCE CORPORATION		ROAD MAINTENANCE (FEB 2025)	100655	55530	\$264.46
	3/18/2025	MCE CORPORATION		ROAD MAINTENANCE (FEB 2025)	201655	55530	\$1,700.54
	3/18/2025	MCE CORPORATION		ROAD MAINTENANCE (FEB 2025)	100655	55530	\$2,080.81
	3/18/2025	MCE CORPORATION		ROAD MAINTENANCE (FEB 2025)	100655	55530	\$2,895.79
	3/18/2025	MCE CORPORATION		ROAD MAINTENANCE (FEB 2025)	100655	55528	\$7,431.27
						CHECK TOTAL	\$50,172.24

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
14780	3/18/2025	MCMaster-CARR SUPPLY COMPANY		OPERATING SUPPLIES	100630	51200	\$78.85
CHECK TOTAL							\$78.85
14781	3/18/2025	MERCURY DISPOSAL SYSTEMS INC		BATTERY/BULB DISPOSAL- MARCH	250170	55000	\$1,664.90
	3/18/2025	MERCURY DISPOSAL SYSTEMS INC		BATTERY/BULB CITY HALL DISPOSAL- MARCH	250170	55000	\$201.50
CHECK TOTAL							\$1,866.40
14782	3/18/2025	METROLINK		METROLINK PASSES - FEBRUARY 2025	206650	55610	\$585.75
	3/18/2025	METROLINK		METROLINK PASSES - FEBRUARY 2025	206650	55620	\$2,343.00
CHECK TOTAL							\$2,928.75
14783	3/18/2025	MICHAEL BAKER INTERNATIONAL INC		CANYON LOOP TRAIL -HMMP PROJECT MANAGER	301630	56104	\$1,653.98
CHECK TOTAL							\$1,653.98
14784	3/18/2025	NATIONAL TRENCH SAFETY INC		RENTAL EQUIP (KRAIL 030425-033125)	100655	51250	\$607.35
CHECK TOTAL							\$607.35
14785	3/18/2025	OFFICE OF THE STATE CONTROLLER		ANNUAL STREET REPORT FY 23/24	100210	54010	\$3,500.00
CHECK TOTAL							\$3,500.00
14786	3/18/2025	ONE TIME PAY VENDOR	NEERU GERA	RECREATION PROGRAM REFUND	100	20202	\$37.26
CHECK TOTAL							\$37.26
14787	3/18/2025	ONE TIME PAY VENDOR	JAIMIE YIANG	REFUND - PR 24-1646 1250 KINGLAKE DR	104	48020	\$14.51
	3/18/2025	ONE TIME PAY VENDOR	JAIMIE YIANG	REFUND - PR 24-1646 1250 KINGLAKE DR	100	48020	\$18.14
	3/18/2025	ONE TIME PAY VENDOR	JAIMIE YIANG	REFUND - PR 24-1646 1250 KINGLAKE DR	100	48010	\$157.96
	3/18/2025	ONE TIME PAY VENDOR	JAIMIE YIANG	REFUND - PR 24-1646 1250 KINGLAKE DR	100	48010	\$787.35
CHECK TOTAL							\$977.96
14788	3/18/2025	ONE TIME PAY VENDOR	TARA REYES	REIMB - SUPPLIES USED OIL 1/13/2025	253180	51200	\$21.88
CHECK TOTAL							\$21.88
14789	3/18/2025	ONE TIME PAY VENDOR - CND REFUND	AFFORDABLE ROOFING AND RAIN GUTTERS INC.	C&D REFUND- 23011 HAPPY HOLLOW RD	100	22105	\$250.00
CHECK TOTAL							\$250.00

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
14790	3/18/2025	ONYX PAVING COMPANY INC		NIAGARA PARKING STRIPING - 1440 BRIDGEGATE	100	22109	\$9,171.25
						CHECK TOTAL	\$9,171.25
14791	3/18/2025	PAPER RECYCLING & SHREDDING		CITY HALL SHREDDING SERVICES-FEBRUARY	250170	55000	\$105.00
						CHECK TOTAL	\$105.00
14792	3/18/2025	PARKWOOD LANDSCAPE MAINTENANCE INC		LANDSCAPE MAINTENANCE (PARKS/DBC -FEB2025)	100510	55505	\$6,029.22
	3/18/2025	PARKWOOD LANDSCAPE MAINTENANCE INC		LANDSCAPE MAINTENANCE (PARKS/DBC -FEB2025)	100630	55505	\$29,341.57
						CHECK TOTAL	\$35,370.79
14793	3/18/2025	PAUL TAYLOR		DATE STAMP RIBBON & SERVICE	100140	52310	\$360.44
						CHECK TOTAL	\$360.44
14794	3/18/2025	PRO1PRINT, LLC		PRINTING:COMM. DEV. HANDOUTS-CONST., BLDG PM, SLOP	100240	52110	\$892.43
						CHECK TOTAL	\$892.43
14795	3/18/2025	PROTECTION ONE INC		CITYHALL ALARM (032925-042825)	100620	52320	\$45.50
						CHECK TOTAL	\$45.50
14796	3/18/2025	PUBLIC STORAGE #23051		COMMUNITY RELATIONS OFFSITE STORAGE RENTAL-APRIL25	100240	55000	\$1,045.00
						CHECK TOTAL	\$1,045.00
14797	3/18/2025	PUENTE HILLS FORD LLC		VEHICLE MAINTENANCE (LIC#1532960)	502630	52312	\$170.07
						CHECK TOTAL	\$170.07
14798	3/18/2025	RAYMOND WALTER WOLFE		STIPEND - JULY 2024 PC MTG	100410	52525	\$65.00
	3/18/2025	RAYMOND WALTER WOLFE		STIPEND - AUGUST 13, 2024	100410	52525	\$65.00
	3/18/2025	RAYMOND WALTER WOLFE		STIPEND-OCT 8 2024 PC MTG	100410	52525	\$65.00
	3/18/2025	RAYMOND WALTER WOLFE		STIPEND - NOVEMBER 12 2024 PC MTG	100410	52525	\$65.00
	3/18/2025	RAYMOND WALTER WOLFE		STIPEND-DECEMBER 10 2024	100410	52525	\$65.00
	3/18/2025	RAYMOND WALTER WOLFE		STIPEND-JANUARY 14 2025 PC MTG	100410	52525	\$65.00
						CHECK TOTAL	\$390.00
14799	3/18/2025	REGIONAL TAP SERVICE CENTER		FOOTHILL PASSES - FEBRUARY 2025	206650	55610	\$470.06
	3/18/2025	REGIONAL TAP SERVICE CENTER		FOOTHILL PASSES - FEBRUARY 2025	206650	55620	\$1,880.24

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$2,350.32
14800	3/18/2025	REINBERGER CORPORATION		BUSINESS CARDS	100140	52110	\$86.51
						CHECK TOTAL	\$86.51
14801	3/18/2025	RUBEN TORRES		STIPEND - JULY 2024 PC MTG	100410	52525	\$65.00
	3/18/2025	RUBEN TORRES		STIPEND - AUGUST 13, 2024	100410	52525	\$65.00
	3/18/2025	RUBEN TORRES		STIPEND-OCT 8 2024 PC MTG	100410	52525	\$65.00
	3/18/2025	RUBEN TORRES		STIPEND - NOVEMBER 12 2024 PC MTG	100410	52525	\$65.00
	3/18/2025	RUBEN TORRES		STIPEND-NOVEMBER 26 2024 PC MTG	100410	52525	\$65.00
	3/18/2025	RUBEN TORRES		STIPEND-DECEMBER 10 2024	100410	52525	\$65.00
	3/18/2025	RUBEN TORRES		STIPEND-JANUARY 14 2025 PC MTG	100410	52525	\$65.00
						CHECK TOTAL	\$455.00
14802	3/18/2025	SAN GABRIEL VALLEY CITY MANAGER'S ASSOCIATION		3-19-25 SGVCMA MEETING - DAN FOX AND JOAN CRUZ	100130	52410	\$80.00
						CHECK TOTAL	\$80.00
14803	3/18/2025	SC FUELS		FLEET VEHICLE FUEL (021625-022825)	502130	52330	\$41.14
	3/18/2025	SC FUELS		FLEET VEHICLE FUEL (021625-022825)	502430	52330	\$50.95
	3/18/2025	SC FUELS		FLEET VEHICLE FUEL (021625-022825)	502620	52330	\$224.47
	3/18/2025	SC FUELS		FLEET VEHICLE FUEL (021625-022825)	502630	52330	\$354.52
	3/18/2025	SC FUELS		FLEET VEHICLE FUEL (021625-022825)	502655	52330	\$733.94
						CHECK TOTAL	\$1,405.02
14804	3/18/2025	SIMPSON ADVERTISING INC		HANDOUTS-UNPERMITTED CONST, BLDG PERMIT, SLOPE MNT	100240	54900	\$1,165.00
						CHECK TOTAL	\$1,165.00
14805	3/18/2025	SITEREP CONSTRUCTION SERVICES INC		MAPLE HILL PARK IMPROVEMENTS - PROGRESS PAYMENT 4	301630	56104	\$65,329.25
						CHECK TOTAL	\$65,329.25
14806	3/18/2025	SOCIAL VOCATIONAL SERVICES		MAINTENANCE: LITTER & WEED REMOVAL (FEB 2025)	100645	55528	\$3,113.00
						CHECK TOTAL	\$3,113.00
14807	3/18/2025	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT		FACILITIES LEASE IN APRIL	100130	52302	\$2,755.80

City of Diamond Bar Check Register

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$2,755.80
14808	3/18/2025	SPECTRUM BUSINESS		INTERNET SERVICE - HERITAGE PARK - MAR 2025	100230	54030	\$285.18
						CHECK TOTAL	\$285.18
14809	3/18/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM MAR 2025	204	21107	\$1.99
	3/18/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM MAR 2025	239	21107	\$2.36
	3/18/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM MAR 2025	241	21107	\$2.36
	3/18/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM MAR 2025	203	21107	\$3.48
	3/18/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM MAR 2025	238	21107	\$3.48
	3/18/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM MAR 2025	204	21113	\$4.21
	3/18/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM MAR 2025	203	21113	\$7.35
	3/18/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM MAR 2025	239	21113	\$8.58
	3/18/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM MAR 2025	241	21113	\$8.58
	3/18/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM MAR 2025	238	21113	\$13.59
	3/18/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM MAR 2025	207	21107	\$18.28
	3/18/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM MAR 2025	201	21113	\$30.20
	3/18/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM MAR 2025	201	21107	\$31.95
	3/18/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM MAR 2025	207	21113	\$58.31
	3/18/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM MAR 2025	206	21107	\$71.64
	3/18/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM MAR 2025	206	21113	\$100.89
	3/18/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM MAR 2025	250	21107	\$104.89

City of Diamond Bar Check Register

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	3/18/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM MAR 2025	250	21113	\$131.72
	3/18/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM MAR 2025	100	21107	\$1,699.41
	3/18/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM MAR 2025	100	21113	\$2,349.68
						CHECK TOTAL	\$4,652.95
14810	3/18/2025	STUMP FENCE CO		GATE OPERATOR SERVICE (02/28/25)	100620	52320	\$150.00
						CHECK TOTAL	\$150.00
14811	3/18/2025	TAIT AND ASSOCIATES INC		PS/ENGR ON-CALL - THRU 1/31/25	100615	54400	\$360.00
	3/18/2025	TAIT AND ASSOCIATES INC		GROUNDWATER DRAINAGE - AREA 3 - THRU 5/31/24	301610	56101	\$4,026.75
						CHECK TOTAL	\$4,386.75
14812	3/18/2025	TASC		FSA FEES - FEBRUARY 2025	100220	52515	\$131.04
						CHECK TOTAL	\$131.04
14813	3/18/2025	TENNIS ANYONE INC		CONTRACT CLASSES TENNIS SERVIC	100520	55320	\$6,058.74
						CHECK TOTAL	\$6,058.74
14814	3/18/2025	THE SAN GABRIEL VALLEY NEWSPAPER GR		LEGAL AD PL2024-87 HOUSING OVERLAY CC MTG	100410	52160	\$1,063.86
						CHECK TOTAL	\$1,063.86
14815	3/18/2025	THE TAIT GROUP INC		PS - ENGR/VARIOUS TRAFFIC-RELATED PROJ - FEB 2025	100615	54400	\$700.00
						CHECK TOTAL	\$700.00
14816	3/18/2025	THOMAS DONINI		SENIOR DANCE DJ, 24/25	100520	55310	\$400.00
	3/18/2025	THOMAS DONINI		SENIOR DANCE DJ, 24/25	100520	55310	\$400.00
						CHECK TOTAL	\$800.00
14817	3/18/2025	TORTI GALLAS AND PARTNERS INC		DB CITY-WIDE OBJ DES STANDARDS	103410	54900	\$1,385.00
	3/18/2025	TORTI GALLAS AND PARTNERS INC		TOWN CENTER SPECIFIC PLAN	103410	54900	\$1,100.00
						CHECK TOTAL	\$2,485.00
14818	3/18/2025	TRIFYTT SPORTS LLC		CONTRACT CLASS INSTRUCTOR- TRIFYTT SPORTS	100520	55320	\$860.42
						CHECK TOTAL	\$860.42

City of Diamond Bar Check Register

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
14819	3/18/2025	TURBOSCAPE INC		INSTALLATION OF PLAYGROUND CHIPS AT PANTERA PARK	100630	52320	\$10,600.00
						CHECK TOTAL	\$10,600.00
14820	3/18/2025	UNDERGROUND SERVICE ALERT OF SO CA		US DIGALERT - MONTHLY DATABASE FEE - FEB 2025	100610	54900	\$429.95
	3/18/2025	UNDERGROUND SERVICE ALERT OF SO CA		US DIGALERT - CA STATE FEE - MAR 2025	100610	54900	\$58.12
						CHECK TOTAL	\$488.07
14821	3/18/2025	UNITED SITE SERVICES OF CALIFORNIA INC		RESTROOMS FOR MAPLE HILL PROJECT	100520	55300	\$307.37
	3/18/2025	UNITED SITE SERVICES OF CALIFORNIA INC		RESTROOM RENTALS FOR MAPLE HILL PROJECT	100520	55300	\$307.37
						CHECK TOTAL	\$614.74
14822	3/18/2025	VALLEY VISTA SERVICES, INC.		STREET SWEEPING SERVICES (020125- 022825)	100655	55510	\$11,866.80
						CHECK TOTAL	\$11,866.80
14823	3/18/2025	VIDIFLO LLC		AV SYSTEM ENGINEERING CONSULTANT - FEB SERVICES	270240	55000	\$1,250.00
						CHECK TOTAL	\$1,250.00
14824	3/18/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM MARCH 2025	204	21108	\$3.22
	3/18/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM MARCH 2025	203	21108	\$5.65
	3/18/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM MARCH 2025	239	21108	\$7.22
	3/18/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM MARCH 2025	241	21108	\$7.22
	3/18/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM MARCH 2025	238	21108	\$12.43
	3/18/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM MARCH 2025	201	21108	\$24.76
	3/18/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM MARCH 2025	207	21108	\$56.36
	3/18/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM MARCH 2025	206	21108	\$117.20
	3/18/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM MARCH 2025	250	21108	\$122.29

City of Diamond Bar Check Register

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	3/18/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM MARCH 2025	100	21108	\$1,872.15
						CHECK TOTAL	\$2,228.50
14825	3/18/2025	WW GRAINGER INC		DBC SUPPLIES	100520	55320	\$74.90
						CHECK TOTAL	\$74.90
14826	3/18/2025	WANSEO CHUNG		CONTRACT CLASS INSTRUCTOR - WANSEO CHUNG	100520	55320	\$820.80
						CHECK TOTAL	\$820.80
14827	3/18/2025	WASTE WISE PRODUCTS LLC		DBC THREE STREAM WASTE RECEPTACLES	250170	51300	\$0.01
	3/18/2025	WASTE WISE PRODUCTS LLC		DBC THREE STREAM WASTE RECEPTACLES	250170	51300	\$1,285.94
	3/18/2025	WASTE WISE PRODUCTS LLC		DBC THREE STREAM WASTE RECEPTACLES	254180	51300	\$2,571.88
						CHECK TOTAL	\$3,857.83
14828	3/18/2025	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (DBC)	100510	51210	\$523.31
	3/18/2025	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (CITYHALL)	100620	51200	\$2,602.40
						CHECK TOTAL	\$3,125.71
14829	3/18/2025	WEST COAST ARBORISTS INC		CITYWIDE TREE MAINTENANCE (LLAD 38)	238638	55522	\$13,650.00
	3/18/2025	WEST COAST ARBORISTS INC		CITYWIDE TREE MAINTENANCE (LLAD39)	239639	55522	\$8,475.00
	3/18/2025	WEST COAST ARBORISTS INC		CITYWIDE TREE MAINTENANCE (020125-021525)	100645	55522	\$4,425.00
	3/18/2025	WEST COAST ARBORISTS INC		D38 TREE MAINTENANCE (021625-022825)	238638	55522	\$4,510.00
						CHECK TOTAL	\$31,060.00
14830	3/18/2025	WILLIAM AUSTIN RAWLINGS		STIPEND - JULY 2024 PC MTG	100410	52525	\$65.00
	3/18/2025	WILLIAM AUSTIN RAWLINGS		STIPEND - AUGUST 13, 2024	100410	52525	\$65.00
	3/18/2025	WILLIAM AUSTIN RAWLINGS		STIPEND-OCT 8 2024 PC MTG	100410	52525	\$65.00
	3/18/2025	WILLIAM AUSTIN RAWLINGS		STIPEND - NOVEMBER 12 2024 PC MTG	100410	52525	\$65.00
	3/18/2025	WILLIAM AUSTIN RAWLINGS		STIPEND-NOVEMBER 26 2024 PC MTG	100410	52525	\$65.00
	3/18/2025	WILLIAM AUSTIN RAWLINGS		STIPEND-DECEMBER 10 2024	100410	52525	\$65.00
						CHECK TOTAL	\$390.00

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
14831	3/18/2025	YUNEX CORP		TS MAINTENANCE - FEB 2025	207650	55536	\$5,540.00
						CHECK TOTAL	\$5,540.00
						GRAND TOTAL	\$699,706.17

Agenda #: 5.3
Meeting Date: April 1, 2025



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **TRANSFER OF FISCAL YEAR 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) UNALLOCATED BALANCE TO FISCAL YEAR 2024/2025 PROGRAM BUDGET.**
STRATEGIC GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

Adopt Resolution No. 2025-07 approving the transfer of Fiscal Year 2025/26 Community Development Block Grant unallocated balance to the Fiscal Year 2024/25 Community Development Block Grant Program Home Improvement Program budget.

FISCAL IMPACT:

Community Development Block Grant (CDBG) funds are received from the Federal Government on a reimbursement basis. The proposed reallocation of funding from Fiscal Year (FY) 2025/26 to FY 2024/25 will have no impact on the City's General Fund balance.

BACKGROUND:

Diamond Bar is one of 48 participating cities that participate in the CDBG program through the Los Angeles County Development Authority (LACDA). One of LACDA's roles is to distribute CDBG funds to participating cities based on the U.S. Department of Housing and Urban Development's (HUD) funding formulas.

LACDA requires its participating cities to adopt their CDBG budgets by February 1 of the prior fiscal year. As such, the City Council approved the FY 2025/26 CDBG budget on January 16, 2025.

However, in response to the uncertainty over future funding for federal programs, LACDA recently provided guidance to its participating cities recommending that they amend their CDBG budgets by transferring the carryover portions of their FY 2025/26

CDBG program allocations to their current 2024/25 fiscal year budgets. By doing so, these funds are immediately committed. Once committed, the funds are locked in; otherwise, these balances may be subject to recapture by the Federal Government.

DISCUSSION:

Diamond Bar's CDBG funding is primarily used to provide Home Improvement Program (HIP) loans to income-eligible households, to construct ADA-compliant crosswalk curb ramps, and to offset operational costs for the City's six senior clubs.

The City's annual CDBG budget is drawn from two funding sources:

- **Annual allocation** – This is the new funding that HUD provides to LACDA each fiscal year, which is then distributed to the participating cities.
- **Unallocated (carryover) funds** – These are funds from previous years' allocations that were either not fully spent, or otherwise become available to reprogram. A significant portion of Diamond Bar's unallocated funds comes from the repayment HIP loans when the recipients sell or refinance their homes. These funds may only be repurposed for public works and housing projects, including the HIP.

Diamond Bar's CDBG budget for the upcoming fiscal year (FY 2025/26) includes \$106,781 in carryover funds, all of which have been allocated to the HIP. In accordance with LACDA's recent guidance, it is recommended that this carryover balance be transferred to the current fiscal year HIP allocation. The table below illustrates the recommended adjustments between the FY 2024/25 and 2025/26 CDBG program allocations:

CDBG PUBLIC WORKS AND HOUSING BUDGETS FOR FYs 24/25 & 25/26								
FY	Before Transfer of Carryover Funds				After Transfer of Carryover Funds			
	Construction Funds		HIP	ADA Curb Ramps	Construction Funds		HIP	ADA Curb Ramps
	New	Carryover			New	Carryover		
24/25	\$215,439	\$113,150	\$160,000	\$168,589	\$215,439 (no change)	\$219,931 (↑\$106,781)	\$266,781 (↑\$106,781)	\$168,589 (no change)
25/26	\$235,480	\$106,781	\$197,261	\$145,000	\$235,480 (no change)	\$0 (↓\$106,781)	\$90,480 (↓\$106,781)	\$145,000 (no change)

Because the carryover funds are proposed to be transferred to a current housing rehabilitation program, LACDA will allow the City extend the program through June 30, 2026 to better ensure that the entire allocation spent.

Pursuant to the City Council Resolutions approving the Fiscal Year 2024/25 and 2025/26 CDBG budgets, the City Manager is authorized to administratively adjust funding allocations by up to 25% of the total budgets. Because the recommended reallocation of \$106,781 exceeds this threshold for both fiscal years, City Council approval of the adjustments is required prior to implementation (Attachment 1).

PREPARED BY:

Greg Gubman

Greg Gubman, Community Development Director

4/1/2025

REVIEWED BY:

Greg Gubman

Greg Gubman, Community Development Director

3/18/2025

Attachments:

1. 5.3.a Resolution No. 2025-07

RESOLUTION NO. 2025-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR, CALIFORNIA, APPROVING THE TRANSFER OF THE FISCAL YEAR 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PROGRAM’S UNALLOCATED BALANCE TO THE FISCAL YEAR 2024/25 CDBG PROGRAM.

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

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

WHEREAS, on January 16, 2025, the City Council the City of Diamond Bar (“City Council”) adopted Resolution No. 2025-02 approving the City’s CDBG Program for Fiscal Year 2025/26; and

WHEREAS, \$106,781 of the Fiscal Year 2025/26 CDBG Program budget is comprised of reprogrammed carryover funds from prior year CDBG program disbursements (“Unallocated Balance”); and

WHEREAS, due to the uncertainty over funding for federal programs, future CDBG disbursements to the City are at risk, and the Unallocated Balance may be subject to recapture by the Federal Government; and

WHEREAS, while the City may face reductions in future federal funding, there are measures that can be taken to protect the Unallocated Balance from recapture by the Federal Government, and it is in the City’s best interest to do so.

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

Section 1. The Unallocated Balance from the 2025/26 CDBG Program year shall be transferred to the 2024/25 CDBG Program year as follows:

A. 2025/26 CDBG PROGRAM BUDGET

<u>Before transfer of current Unallocated Balance</u>	<u>\$383,817</u>
(\$277,036 new allocation + \$106,781 Unallocated Balance)	
○ <u>Public Service (15% of new allocation)</u>	<u>\$41,555</u>
Senior Programming	\$41,555

○ Public Works and Housing	
<u>(85% of new allocation + Unallocated Balance)</u>	\$342,261
Home Improvement Program	\$197,261
Area 6 ADA Curb Ramps	\$145,000
 <u>After transfer of current Unallocated Balance</u>	\$277,036
 (\$277,036 new allocation + \$0 Unallocated Balance)	
○ <u>Public Service (15% of new allocation)</u>	\$41,555
Senior Programming (<i>no change</i>)	\$41,555
○ <u>Public Works and Housing (85% of new allocation)</u>	\$238,481
Home Improvement Program	\$90,481
Area 6 ADA Curb Ramps (<i>no change</i>)	\$145,000

B. 2024/25 CDBG PROGRAM BUDGET

<u>Before transfer of current Unallocated Balance</u>	\$366,608
○ <u>Public Service</u>	\$38,019
Senior Programming	\$38,019
○ <u>Public Works and Housing</u>	\$328,589
Home Improvement Program	\$160,000
Area 5 ADA Curb Ramps	\$168,589
 <u>After transfer of current Unallocated Balance</u>	\$473,389
 (\$366,608 + \$106,781)	
○ <u>Public Service</u>	\$38,019
Senior Programming (<i>no change</i>)	\$38,019
○ <u>Public Works and Housing</u>	\$435,370
Home Improvement Program	\$266,781
Area 6 ADA Curb Ramps (<i>no change</i>)	\$168,589

Section 2. The City Manager is authorized and directed to submit the City's final Planning Summary for Fiscal Year 2025/26 to the County of Los Angeles, reflecting the funding allocations set forth herein. Should the City's final allocation increase or decrease by twenty-five percent (25%) or less from the figures contained herein, the City Manager is authorized to administratively adjust (i.e., increase or decrease) the revised funds to eligible activities as necessary. Should the final allocation differ by more than 25%, adjustments to fund allocations shall be subject to City Council review and approval. Further, the City Manager is authorized to reprogram all additional funds received from

Resolution No. 2025-07

Home Improvement Program loan repayments to the Fiscal Year 2024/25 CDBG Program budget.

Section 3. The City Manager is authorized to execute the contractual and related documents to be prepared by the County of Los Angeles that are required for the implementation of the projects/programs set forth herein.

Section 4. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED, APPROVED, AND ADOPTED this 1st day of April, 2025.

CITY OF DIAMOND BAR

Chia Yu Teng, 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, approved and adopted by the City Council of the City of Diamond Bar, California at its regular meeting held on the 1st day of April, 2025, by the following vote:

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

Kristina Santana, City Clerk

Agenda #: 5.4
Meeting Date: April 1, 2025



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager 

TITLE: **FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH WILLDAN ENGINEERING TO PROVIDE TEMPORARY PERMIT TECHNICIAN STAFFING FOR THE BUILDING AND SAFETY DIVISION.**

STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the First Amendment to the Consulting Services Agreement with Willdan Engineering to provide continued temporary Permit Technician staffing through June 30, 2025.

FINANCIAL IMPACT:

The proposed amendment would increase the contract amount by \$45,001, thereby increasing the not-to-exceed amount of the contract from \$44,999 to \$90,000. Sufficient funds are available in the Community Development Department's FY 2024/25 contract services budget to cover the temporary staffing services in the Building and Safety Division. In addition, the cost is partially offset by salary savings due to an extended medical leave in the Building and Safety Division.

BACKGROUND/DISCUSSION:

The Building and Safety Division has two budgeted full-time Permit Technicians responsible for managing building permitting services for property owners and contractors. In December 2024, the City entered into a Consultant Services Agreement with Willdan Engineering under the City Manager's spending authority to provide temporary staffing at an hourly rate of \$85 while one of the Permit Technicians was on medical leave.

The employee remains on doctor-ordered medical leave with no confirmed return date. To maintain adequate staffing levels and ensure uninterrupted service, the City

proposes extending its agreement with Willdan Engineering.

In November 2024, the City issued a Request for Proposals (RFP) via PlanetBids to identify qualified consulting firms for interim permit technician services. Three firms submitted proposals, offering hourly rates between \$78 and \$95. Following interviews with two candidates, staff selected Tressa Brown from Willdan Engineering. Ms. Brown has over 20 years of experience as a permit technician, having worked in Anaheim, Pomona, Eastvale, and other nearby municipalities. She has demonstrated excellent customer service and has been a valuable member of the Diamond Bar Permit Services team. Willdan's original proposal, including Ms. Brown's resume, is provided in Attachment 2.

Given the continued need for temporary staffing, It is recommended that the Consultant Services Agreement with Willdan Engineering be amended.

LEGAL REVIEW:

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

PREPARED BY:

Greg Gubman
 Greg Gubman, Community Development Director

4/1/2025

REVIEWED BY:

Greg Gubman
 Greg Gubman, Community Development Director

3/18/2025

Jason Jacobsen
 Jason Jacobsen, Finance Director

3/19/2025

Attachments:

1. 5.4.a First Amendment to Consultant Services Agreement
2. 5.4.b Willdan Proposal

**FIRST AMENDMENT
TO
CONSULTANT SERVICES AGREEMENT**

This First Amendment to Consultant Services Agreement ("First Amendment") is made and entered into as of April 1, 2025, by and between the City of Diamond Bar, a municipal corporation ("City"), and Willdan Engineering, a California Corporation (herein referred to as the "Consultant") with reference to the following:

A. The City and the Consultant entered into that certain Consultant Services Agreement dated as of December 2, 2024, which is incorporated herein by this reference (the "Original Agreement"); and

B. The City and the Consultant desire to amend the Original Agreement to modify, amend and supplement certain portions thereof.

NOW, THEREFORE, the parties hereby 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. **Reserved.**

3. **Reserved.**

4. **Compensation.** The total not-to-exceed compensation set forth in Section 3 of the Original Agreement was the sum of **Forty-Four Thousand, Nine Hundred Ninety-Nine Dollars (\$44,999)**. Section 3 of the Original Agreement is hereby amended to provide for an increase of **Forty-Five Thousand One Dollars (\$45,001)** so that the total not-to-exceed compensation, as amended by this First Amendment shall not exceed **Ninety Thousand Dollars (\$90,000)** without the prior authorization of the City.

5. **Integration.** This First Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This First Amendment amends, as set forth herein, the Original Agreement and except as specifically amended hereby, the Original 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 First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control.

IN WITNESS hereof, the parties enter into this First Amendment on the year and day first above written.

"CONSULTANT"

WILLDAN ENGINEERING

*By: 
 Printed Name: Vanessa Munoz
 Title: President

*By: 
 Printed Name: Kate Nguyen
 Title: Secretary

"CITY"

CITY OF DIAMOND BAR

By: _____
 Dan Fox, City Manager

ATTEST:

 Kristina Santana, City Clerk

APPROVED AS TO FORM:

 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.



November 18, 2024

City of Diamond Bar

Attn: Greg Gubman, Community Development Director
21810 Copley Drive
Diamond Bar, CA 91765

Subject: Fee Proposal – Permit Technician Official Services

Submitted via PlanetBids

Dear Greg Gubman:

Willdan Engineering is pleased to present this fee proposal to the **City of Diamond Bar** to provide Building Permit Technician services to the City.

Our proposed Senior Permit Technician, Tressa Brown, will provide these services to the City for an all-inclusive time and material rate of \$85/hour.

Please feel free to contact me should you need any additional information.

Respectfully submitted,

WILLDAN ENGINEERING

Patrick Johnson, PE, CBO
Director of Building and Safety
pjohnson@willdan.com
909.963.0565

November 18, 2024

City of Diamond Bar

Attn: Greg Gubman, Community Development Director
21810 Copley Drive
Diamond Bar, CA 91765

Subject: Proposal – Permit Technician Official Services

Submitted via PlanetBids

Dear Greg Gubman:

Willdan Engineering is pleased to present this proposal to the **City of Diamond Bar** to provide Building Permit Technician services to the City.

Willdan is a leading provider of Building and Safety services, with extensive experience in all aspects of plan review, building inspection, building administration, fire services, and code enforcement. Our team has a proven track record of delivering high-quality services that exceed client expectations and ensure public safety and understands all applicable regulations and codes, allowing us to deliver accurate and effective services that comply with all requirements.

Willdan stands out by delivering additional resources, maintaining availability, ensuring high-level oversight, and consistently meeting deadlines. Our ability to provide staff augmentation, dedicated project management, cutting-edge technology, and specialized expertise sets us apart. We also emphasize availability, with an on-site team prepared to handle emergencies and urgent requests promptly.

Our approach to delivering services is guided by responsiveness, cost control, and practical training initiatives. Recognizing the value of timely and efficient solutions, our team is dedicated to fast response times without compromising cost-effectiveness. We invest in comprehensive training programs to equip our staff with the skills and knowledge needed to deliver exceptional results.

Willdan's proven approach is based on years of experience and incorporates features enhancing the efficiency and quality of the following services:



SCOPE OF WORK



Our provided permit technician will provide customer-friendly public counter service. Using the City's permitting software system for plan check tracking, permit issuance and report generation, Willdan provides quick, efficient service at the counter. Our knowledgeable Team Members, who always understand that this may be the first time that a citizen is applying for a permit, have the ability to help all applicants, from the least knowledgeable applicant for a simple home remodel to experienced owners who have many years of development experience.

Our goal is to make sure that every applicant feels that we have answered their questions and met their needs. The designated permit technician will provide counter services during City Office hours.

- Assist with training new incoming permit technicians
- Customer support at the counter, by email and video teleconference, and over the phone
- Permit application review to ensure completeness and accuracy
- Fee calculation/collection
- Building permit processing and issuance
- Public assistance in completing permit applications
- Verification that projects have obtained all necessary approvals prior to permit issuance
- Applicant notification when construction documents and/or permits are ready for pick-up or issuance
- Coordination and routing of construction documents to the appropriate City staff for plan review and approval
- Resolution of resident inquiries and complaints
- Records maintenance, document preparation for storage and or imaging
- Schedules building inspections
- Fulfills public document requests
- Purchases/maintains department office supplies
- Other duties as required

We propose Tressa Brown as the Senior Permit Technician during this interim period until the City on-boards an in-house Permit Technician or for as long as deemed necessary by the Community Development Director. Tressa Brown's résumé is attached for your review. Please feel free to contact me should you need any additional information.

Respectfully submitted,

WILLDAN ENGINEERING

Patrick Johnson, PE, CBO
Director of Building and Safety

pjohnson@willdan.com

909.963.0565

Tressa Brown

Senior Permit Technician

With more than 20 years of significant experience, Tressa Brown is ready to support our Southern California clients by providing top-notch permit technician services. Her strong communication skills—both verbal and written—make her an effective liaison between team members, clients, and the public. She possesses the necessary skill sets in working with the public and pays attention to detail and accuracy.

In addition, Tressa is proficient in a wide range of software that supports both administrative and technical tasks. She has expertise in a variety of permitting systems as well as a number of software programs including BlueBeam, Microsoft Windows, Word, Excel, Outlook, and Power Point.

Relevant Project Experience

Various Municipalities - Sr. Permit Technician.

Jurisdictions include:

- City of Anaheim
- City of Pomona
- City of Lancaster
- City of Bellflower
- City of Eastvale
- City of Laguna Woods
- City of Rosemead
- City of La Puente

Responsibilities include:

- Supervise and train new Permit Technicians
- Customer support at the counter and over the phone
- Attend Council meetings
- Permit application review to ensure completeness and accuracy
- Fee calculation/Building permit processing and issuance
- Public assistance in completing permit applications
- Verification that projects have obtained all necessary approvals prior to permit issuance
- Applicant notification when construction documents and/or permits are ready for issuance
- Coordination and routing of construction documents to the appropriate City staff for plan review and approval
- Resolution of resident inquiries and complaints
- Work closely with Code Enforcement and clients with illegal structures and garage conversions

20 YEARS OF EXPERIENCE

Agenda #: 5.5
Meeting Date: April 1, 2025



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
 FROM: Daniel Fox, City Manager 
 TITLE: **AMENDMENT TO EMPLOYER EMPLOYEE ORGANIZATION RELATIONS PROCEDURES.**
 STRATEGIC GOAL: *Open, Engaged & Responsive Government*

RECOMMENDATION:

Adopt Resolution No. 2025-08 Amending Employer-Employee Organization Relations Procedures and Repealing Resolution No. 2003-65.

FINANCIAL IMPACT:

No financial impact.

BACKGROUND:

The Meyers-Milias Brown Act (MMBA) was passed in 1968 to provide a method of resolving disputes on wages, hours, and other terms and conditions of employment between public employers and public employee organizations. The MMBA was the first law in California that gave public sector employees the right to collective bargaining. It provides a uniform basis for recognizing the rights of public employees to join labor organizations and be represented by those organizations in their employment relationships with public agencies. The Public Employment Relations Board (PERB) is a quasi-judicial state agency that has jurisdiction over the implementation of the MMBA.

Public agencies are permitted to adopt reasonable local rules pertaining to employer-employee relations as long as they do not impair employee rights and conform with the overall purpose and principles described in the MMBA. The City Council adopted local rules on November 18, 2003 and were documented in Resolution 2003-65 establishing Employer-Employee relations procedures. Section 5 of Article II of the current local rules require an organization seeking to represent a unit of employees to certify that it has in its possession proof that a majority of employees in the unit have designated the organization to represent them. After receiving a petition, the local rules establish a 30-

day open period during which competing organizations may seek to represent the unit seeking representation. After the 30-day open period, Section 6 of Article II of the local rules require a secret ballot election of the employees in the unit prior to the City recognizing the organization as the exclusive bargaining representative of the unit, even if no competing organization files a petition to represent the unit during the 30-day open period.

It is recommended that the City's local rules be updated to include the following text at the end of Section 5 of Article II.

"If after the conclusion of the 30-day waiting period, no other employee organization submits a petition seeking to represent the same unit of employees, the Employee Relations Officer shall grant recognition to the only petitioning organization as the exclusive bargaining representative, without requiring an election (as set forth in Section 6 of Article II)."

The proposed revision eliminates the need for an election in the event that only one organization petitions to represent a unit of City employees. An election will be required only in the event that two or more organizations seek to represent the same unit of employees.

LEGAL REVIEW:

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

PREPARED BY:



Amy Haug, Human Resources Manager 4/1/2025

REVIEWED BY:



Ryan McLean, Assistant City Manager 3/11/2025

Attachments:

1. 5.5.a Resolution No. 2025-08

RESOLUTION NO. 2025-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR AMENDING EMPLOYER-EMPLOYEE ORGANIZATION RELATIONS PROCEDURES AND REPEALING RESOLUTION NO. 2003- 65.

Article I - General Provisions

Sec. 1. Statement of Purpose:

This Resolution implements Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Sections 3500 et seq.) captioned "Local Public Employee Organizations," by providing orderly procedures for the administration of employer-employee relations between the City and its employee organizations. However, nothing contained herein shall be deemed to supersede the provisions of state law, ordinances, resolutions and rules which establish and regulate City employment, or which provide for other methods of administering employer-employee relations. This Resolution is intended, instead, to strengthen methods of administering employer-employee relations through the establishment of uniform and orderly methods of communications between employees, employee organizations and the City.

It is the purpose of this Resolution to provide procedures for meeting and conferring in good faith with Recognized Employee Organizations regarding matters that directly and significantly affect and primarily involve the wages, hours and other terms and conditions of employment of employees in appropriate units and that are not preempted by federal or state law. However, nothing herein shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy, which include among others: The exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees; transfer employees within the City organization; take disciplinary action; relieve its employees from duty because of lack of work or for other lawful reasons; determine the content of job classifications; subcontract work; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

Sec. 2. Definitions:

As used in this Resolution, the following terms shall have the meanings indicated:

a. "Appropriate unit" means a unit of employee classes or positions, established pursuant to Article II hereof.

b. "City" means the City of Diamond Bar, and, where appropriate herein, refers to the City Council or any duly authorized City representative as herein defined.

c. "Confidential Employee" means an employee who, in the course of his or her duties, has access to confidential information relating to the City's administration of employer-employee relations.

d. "Consult/Consultation in Good Faith" means to communicate orally or in writing with all effected employee organizations, whether exclusively recognized or not, for the purpose of presenting and obtaining views or advising of proposed actions in an effort to reach a consensus; and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of such meet and confer process, does not involve an exchange of proposals and counterproposals with an exclusively recognized employee organization in an endeavor to reach agreement in the form of a Memorandum of Understanding, nor is it subject to Article IV hereof.

e. "Day" means calendar day unless expressly stated otherwise.

f. "Employee Relations Officer" means the City Manager or his/her duly authorized representative.

g. "Exclusively Recognized Employee Organization" means an employee organization which has been formally acknowledged by the City as the sole employee organization representing the employees in an appropriate representation unit pursuant to Article II hereof, having the exclusive right to meet and confer in good faith concerning statutorily required subjects pertaining to unit employees, and thereby assuming the corresponding obligation of fairly representing such employees.

h. "Impasse" means that the representatives of the City and a Recognized Employee Organization have reached a point in their meeting and conferring in good faith where their differences on matters to be included in a Memorandum of Understanding, and concerning which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.

i. "Management Employee" means an employee having responsibility for formulating, administering or managing the implementation of City policies and programs.

j. "Proof of Employee Support" means (1) an authorization card recently signed and personally dated by an employee, or (2) a verified authorization petition or petitions recently signed and personally dated by an employee, or (3) employee dues deduction authorization, using the payroll register for the period immediately prior to the date a petition is filed hereunder, except that dues deduction authorizations for more than one employee organization for the account of any one employee shall not be considered as proof of employee support for any employee organization. The only authorization which shall be considered as proof of employee support hereunder shall be the

authorization last signed by an employee. The words "recently signed" shall mean within ninety (90) days prior to the filing of a petition.

k. "Supervisory Employee" means any employee having authority, in the interest of the City, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Article II – Representation Proceedings

Sec. 3. Filing of Recognition Petition by Employee Organizations:

Any employee organization which seeks to be formally acknowledged as an Exclusive Recognized Employee Organization representing the employees in an appropriate unit shall file a petition with the Employee Relations Officer containing the following information and documentation:

- a. Name and address of the employee organization.
- b. Names and titles of its officers.
- c. Names of employee organization representatives who are authorized to speak on behalf of the organization.
- d. A statement that the employee organization has, as one of its primary purposes, the responsibility of representing employees in their employment relations with the City.
- e. A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner, with a local, regional, state, national or international organization, and, if so, the name and address of each such other organization.
- f. Certified copies of the employee organization's constitution and bylaws.
- g. A designation of those persons, not exceeding two in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.
- h. A statement that the employee organization has no restriction on membership based on race, color, religion, creed, sex, national origin, age, sexual orientation, mental or physical disability or medical condition.

i. The job classifications or position titles of employees in the unit claimed to be appropriate and the approximate number of member employees therein.

j. A statement that the employee organization has in its possession proof of employee support as herein defined to establish that a majority of the employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the City. Such written proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party.

k. A request that the Employee Relations Officer formally acknowledge the petitioner as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.

The Petition, including the proof of employee support and all accompanying documentation, shall be declared to be true, correct and complete, under penalty of perjury, by the duly authorized officer(s) of the employee organization executing it.

Sec. 4. City Response to Recognition Petition:

Upon receipt of the Petition, the Employee Relations Officer shall determine whether:

a. There has been compliance with the requirements of the Recognition Petition, and

b. The proposed representation unit is an appropriate unit in accordance with Sec. 8 of this Article II.

If an affirmative determination is made by the Employee Relations Officer on the foregoing two matters, he/she shall so inform the petitioning employee organization, shall give written notice of such request for recognition to the employees in the unit and shall take no action on said request for thirty (30) days thereafter. If either of the foregoing matters are not affirmatively determined, the Employee Relations Officer shall offer to consult thereon with such petitioning employee organization and, if such determination thereafter remains unchanged, shall inform that organization of the reasons therefore in writing. The petitioning employee organization may appeal such determination in accordance with Sec. 11 of this Resolution.

Sec. 5. Open Period for Filing Challenging Petition:

Within thirty (30) days of the date written notice was given to affected employees that a valid recognition petition for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the exclusively

recognized employee organization of the employees in the same or in an overlapping unit (one which corresponds with respect to some, but not all classifications or positions set forth in the recognition petition being challenged), by filing a petition evidencing proof of employee support in the unit claimed to be appropriate of at least thirty (30) percent and otherwise in the same form and manner as set forth in Sec. 3 of this Article II. If such challenging petition seeks establishment of an overlapping unit, the Employee Relations Officer shall call for a hearing on such overlapping petitions for the purpose of ascertaining the more appropriate unit, at which time the petitioning employee organizations shall be heard. Thereafter, the Employee Relations Officer shall determine the appropriate unit or units in accordance with the standards in Sec. 8 of this Article II. The petitioning employee organizations shall have fifteen (15) days from the date notice of such unit determination is communicated to them by the Employee Relations Officer to amend their petitions to conform to such determination or to appeal such determination pursuant to Sec. 11 of this Article II. If after the conclusion of the 30-day waiting period, no other employee organization submits a petition seeking to represent the same unit of employees, the Employee Relations Officer shall grant recognition to the only petitioning organization as the exclusive bargaining representative, without requiring an election (as set forth in Section 6 of Article II).

Sec. 6. Election Procedure:

The Employee Relations Officer shall arrange for a secret ballot election to be conducted by a party agreed to by the Employee Relations Officer and the concerned employee organization(s), in accordance with such party's rules and procedures subject to the provisions of this Resolution. All employee organizations who have duly submitted petitions which have been determined to be in conformance with this Article II shall be included on the ballot. The ballot shall also reserve to employees the choice of representing themselves individually in their employment relations with the City. Employees entitled to vote in such election shall be those persons employed in regular permanent positions within the designated appropriate unit who were employed during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by the City in the same unit on the date of the election. An employee organization shall be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election or run-off election if it received a numerical majority of all valid votes cast in the election. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a run-off election shall be conducted between the two choices receiving the largest number of valid votes cast; the rules governing an initial election being applicable to a run-off election.

There shall be no more than one valid election under this Resolution in any petition in a 12-month period affecting the same unit.

In the event that the parties are unable to agree on a third party to conduct an election, the election shall be conducted by the California State Mediation and Conciliation Service.

Costs of conducting elections shall be borne in equal shares by the City and by each employee organization appearing on the ballot.

Sec. 7. Procedure for Decertification of Exclusively Recognized Employee Organization:

A Decertification Petition alleging that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer only during the month of March of any year following the first full year of recognition or during the thirty (30) day period commencing one hundred twenty (120) days prior to the termination date of a Memorandum of Understanding then having been in effect less than three (3) years, whichever occurs later. A Decertification Petition may be filed by two or more employees or their representative, or an employee organization, and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:

a. The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.

b. The name of the established appropriate unit and of the incumbent Exclusively Recognized Employee Organization sought to be decertified as a representative of that unit.

c. An allegation that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.

d. Proof of employee support that at least thirty (30) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization. Such proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party within the time limits specified in the first paragraph of this Section.

An employee organization may, in satisfaction of the Decertification Petition requirements hereunder, file a Petition under this Section in the form of a Recognition Petition that evidences proof of employee support of at least thirty (30) percent, that includes the allegation and information required under paragraph (c.) of this Section 7, and otherwise conforms to the requirements of Section 3 of this Article.

The Employee Relations Officer shall initially determine whether the Petition has been filed in compliance with the applicable provisions of this Article II. If his/her determination is in the negative, he/she shall offer to consult thereon with the representative(s) of such petitioning employees or employee organization and, if such determination thereafter remains unchanged, shall return such Petition to the employees or employee organization with a statement of the reasons therefore in writing. The petitioning employees or employee organization may appeal such determination in accordance with Sec. 11 of this Article II. If the determination of the Employee Relations Officer is in the affirmative, or if his negative determination is reversed on appeal, he/she shall give written notice of such Decertification or Recognition Petition to the incumbent Exclusively Recognized Employee Organization and to unit employees.

The Employee Relations Officer shall thereupon arrange for secret ballot election to be held on or about fifteen (15) days after such notice to determine the wishes of unit employees as to the question of decertification and, if a Recognition Petition was duly filed hereunder, the question of representation. Such election shall be conducted in conformance with Sec. 6 of this Article II.

During the "open period" specified in the first paragraph of this Sec. 7, the Employee Relations Officer may on his/her own motion, when he/she has reason to believe that a majority of unit employees no longer wish to be represented by the incumbent Exclusively Recognized Employee Organization, give notice to that organization and all unit employees that he/she will arrange for an election to determine that issue. In such event any other employee organization may within fifteen (15) days of such notice file a Recognition Petition in accordance with this Sec 7, which the Employee Relations Officer shall act on in accordance with this Sec. 7.

If, pursuant to this Sec. 7, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization shall be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

Sec. 8. Policy and Standards for Determination of Appropriate Units:

The policy objectives in determining the appropriateness of units shall be the effect of a proposed unit on (1) the efficient operations of the City and its compatibility with the primary responsibility of the City and its employees to effectively and economically serve the public, and (2) providing employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit shall be the broadest feasible grouping of position that share an identifiable community of interest. Factors to be considered shall be:

a. Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.

b. History of representation in the City and similar employment; except however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.

c. Consistency with the organizational patterns of the City.

d. Effect of differing legally mandated impasse resolution procedures.

e. Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units.

f. Effect on the classification structure and impact on the stability of the employer-employee relationship of dividing a single or related classifications among two or more units.

Notwithstanding the foregoing provisions of this Section, managerial, supervisory and confidential responsibilities, as defined in Sec. 2 of this Resolution, are determining factors in establishing appropriate units hereunder, and therefore managerial, supervisory and confidential employees may only be included in a unit consisting solely of managerial, supervisory or confidential employees respectively. Managerial, supervisory and confidential employees may not represent any employee organization which represents other employees.

The Employee Relations Officer shall, after notice to and consultation with affected employee organizations, allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate or delete modified classifications or positions from units in accordance with the provisions of this Section. The decision of the Employee Relations Officer shall be final.

Sec. 9. Procedure for Modification of Established Appropriate Units:

Requests by employee organizations for modifications of established appropriate units may be considered by the Employee Relations Officer only during the period specified in Sec. 7 of this Article II. Such requests shall be submitted in the form of a Recognition Petition and, in addition to the requirements set forth in Sec. 3 of this Article, shall contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Sec. 8 hereof. The Employee Relations Officer shall process such petitions as other Recognition Petitions under this Article II.

The Employee Relations Officer may by his own motion propose that an established unit be modified. The Employee Relations Officer shall give written notice of the proposed modification(s) to any affected employee organization and shall hold a meeting concerning the proposed modification(s), at which time all affected employee

organizations shall be heard. Thereafter the Employee Relations Officer shall determine the composition of the appropriate unit or units in accordance with Sec. 8 of this Article II, and shall give written notice of such determination to the affected employee organizations. The Employee Relations Officer's determination may be appealed as provided in Section 11 of this Article. If a unit is modified pursuant to the motion of the Employee Relations Officer hereunder, employee organizations may thereafter file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units pursuant to Sec. 3 hereof.

Sec. 10. Procedure for Processing Severance Requests:

An employee organization may file a request to become the recognized employee organization of a unit alleged to be appropriate that consist of a group of employees who are already a part of a larger established unit represented by another recognized employee organization. The timing, form and processing of such request shall be as specified in Sec. 9 for modification requests.

Sec. 11. Appeals:

An employee organization aggrieved by an appropriate unit determination of the Employee Relations Officer; or an employee organization aggrieved by determination of the Employee Relations Officer that a Recognition Petition (Sec. 3), Challenging Petition (Sec. 5), Decertification Petition (Sec. 7), Unit Modification Petition (Sec. 9) --- or employees aggrieved by a determination of the Employee Relations Officer at a Decertification Petition (Sec. 7) --- has not been filed in compliance with the applicable provisions of this Article, may, within ten (10) days of notice of the Employee Relations Officer's final decision, request to submit the matter to mediation by the State Mediation and Conciliation Service, or may, in lieu thereof or thereafter, appeal such determination to the City Council for final decision within fifteen (15) days of notice of the Employee Relations Officer's determination or the termination of mediation proceedings, whichever is later.

Appeals to the City Council shall be filed in writing with the City Clerk, and a copy thereof served on the Employee Relations Officer. The City Council shall commence to consider the matter within thirty (30) days of the filing of the appeal. The City Council may, in its discretion, refer the dispute to a third party hearing process. Any decision of the City Council on the use of such procedure, and/or any decision of the City Council determining the substance of the dispute shall be final and binding.

Article III - Administration

Sec. 12. Submission of Current Information by Recognized Employee Organizations:

All changes in the information filed with the City by an Exclusively Recognized Employee Organization under items (a.) through (h.) of its Recognized Petition Under Sec. 3 of this Resolution shall be submitted in writing to the Employee Relations Officer within fourteen (14) days of such change.

Sec. 13. Employee Organization Activities - Use of City Resources:

Access to City work locations and the use of City paid time, facilities, equipment and other resources by employee organizations and those representing them shall be authorized only to the extent provided for in Memoranda of Understanding and/or administrative procedures, shall be limited to lawful activities consistent with the provisions of this Resolution that pertain directly to the employer-employee relationship and not such internal employee organization business as soliciting membership, campaigning for office, and organization meetings and elections, and shall not interfere with the efficiency, safety and security of City operations.

Sec. 14. Administrative Rules and Procedures:

The City Manager is hereby authorized to establish such rules and procedures as appropriate to implement and administer the provisions of this Resolution after consultation with affected employee organizations.

Article IV - Impasse Procedures

Sec. 15. Initiation of Impasse Procedures:

If the meet and confer process has reached impasse as defined in Section 2 of this Resolution, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its position on all issues. An impasse meeting shall then be scheduled promptly by the Employee Relations Officer. The purpose of such meeting shall be:

- a. To review the position of the parties in a final effort to reach agreement on a Memorandum of Understanding; and
- b. If the impasse is not resolved, to discuss arrangements for the utilization of the impasse procedures provided herein.

Sec. 16. Impasse Procedures:

Impasse procedures are as follows:

a. If the parties agree to submit the dispute to mediation, and agree on the selection of a mediator, the dispute shall be submitted to mediation. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.

b. If the parties fail to agree to submit the dispute to mediation or fail to agree on the selection of a mediator, or fail to resolve the dispute through mediation within fifteen (15) days after the mediator commenced meeting with the parties, the parties may agree to submit the impasse to fact-finding.

If the parties agree on fact-finding, they may agree on the appointment of one or more fact-finders. If they fail to so agree on one or more fact-finders, a fact-finding panel of three (3) shall be appointed in the following manner: One member of the panel shall be appointed by the Employee Relations Officer, one member shall be appointed by the Exclusively Recognized Employee Organization, and those two shall name a third, who shall be the chairperson. If they are unable to agree upon a third, they shall select by agreement the third member from one or more lists of seven (7) names of individuals having fact-finding experience in the municipal sector to be provided by the California State Mediation and Conciliation Service.

The following constitute the jurisdictional and procedural requirements for fact-finding:

(1) The fact-finders shall consider and be guided by applicable federal and State laws.

(2) Subject to the stipulations of the parties, the fact-finders shall determine and apply the following measures and criteria in arriving at their findings and recommendations:

a. First, as relevant to the issues in dispute, the fact-finders shall compare the total compensation, hours and conditions of employment of the employees involved in the fact-finding proceeding with the total compensation, hours and conditions of employment of other employees performing similar services in public and private employment in the same and comparable communities. "Total compensation" shall mean all wage compensation, including but not limited to premium, incentive, minimum, standby, out-of-class and deferred pay; all paid leave time; all allowance, including but not limited to educational and uniform benefits; and employer payments for all health, welfare and pension benefits.

b. The fact-finders shall then adjust the results of the above comparisons based on the following factors:

(i) The compensation necessary to recruit and retain qualified personnel.

(ii) Maintaining compensation relationships between job classifications and positions within the City.

(iii) The pattern of change that has occurred in the total compensation of the employees in the unit at impasse as compared to the pattern of change in the average "consumer price index" for goods and services, and the pattern of change in wages and compensation of other wage earners.

c. The fact-finder(s) shall then determine preliminary recommendations based on the comparisons as adjusted above which, however, shall be reduced as appropriate based on the financial resources of the City to implement them. In assessing the City's financial resources, the fact-finder(s) shall be bound by the following:

(i) Other legislatively determined and projected demands on agency resources, i.e., budgetary priorities as established by the governing body; and

(ii) Allowance for equitable compensation increases for other employees and employee groups for the corresponding fiscal period(s); and

(iii) Revenue projections not to exceed currently authorized tax and fee rates for the relevant fiscal year(s); and

(iv) Assurance of sufficient and sound budgetary reserves; and

(v) Constitutional, statutory limitations on the level and use of revenues and expenditures.

(3) The fact-finders shall make written findings of fact, and advisory recommendations for the resolution of the issues in dispute, which shall be presented in terms of the criteria, adjustments, and limitations specified above. Any member of a fact-finding panel shall be accorded the right to file dissenting written findings of fact and recommendations. The fact-finder or chairperson of the fact-finding panel shall serve such findings and recommendations on the Employee Relations Officer and the designated representative of the Exclusively Recognized Employee Organization. If these parties have not resolved the impasse within ten (10) days after service of the findings and recommendations upon them, the fact-finder or the chairperson of the fact-finding panel shall make them public by submitting them to the City Clerk for consideration by the City Council in connection with the Council's legislative consideration of the impasse.

If the parties did not agree on mediation or the selection of a mediator and did not agree on fact-finding, or having so agreed, the impasse has not been resolved, the City

Council may take such action regarding the impasse as it in its discretion deems appropriate as in the public interest. Any legislative action by the City Council on the impasse shall be final and binding.

Sec. 17. Costs of Impasse Procedures:

The cost for the services of a mediator and fact-finder or chairperson of a fact-finding panel utilized by the parties, and other mutually incurred costs of mediation and fact-finding, shall be borne equally by the City and Exclusively Recognized Employee Organization. The cost for a fact-finding panel member selected by each party, and other separately incurred costs, shall be borne by such party.

Article V - Miscellaneous Provisions:

Sec. 18. Construction:

This Resolution shall be administered and construed as follows:

(a) Nothing in this Resolution shall be construed to deny to any person, employee, organization, the City, or any authorized officer, body or other representative of the City, the rights, powers and authority granted by federal or state law.

(b) This Resolution shall be interpreted so as to carry out its purpose as set forth in Article I.

(c) Nothing in this Resolution shall be construed as making the provisions of California Labor Code Section 923 applicable to City employees or employee organizations, or of giving employees or employee organizations the right to participate in, support, cooperate or encourage, directly or indirectly, any strike, sickout or other total or partial stoppage or slowdown of work. In consideration of and as a condition of initial and continued employment by the City, employees recognize that any such actions by them are in violation of their conditions of employment except as expressly otherwise provided by legally preemptive state or contrary local law. In the event employees engage in such actions, they shall subject themselves to discipline up to and including termination, and may be replaced, to the extent such actions are not prohibited by preemptive law; and employee organizations may thereby forfeit rights accorded them under City law or contract.

Sec. 19. Severability:

If any provision of this Resolution, or the application of such provision to any persons or circumstances, shall be held invalid, the remainder of this Resolution, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

PASSED APPROVED AND ADOPTED this 1st day of April, 2025.

CITY OF DIAMOND BAR

Chia Yu Teng, Mayor

ATTEST:

I, Kristina Santana, 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 the 1st day of April, 2025, by the following vote

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

Kristina Santana, City Clerk



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **LANDSCAPE ASSESSMENT DISTRICT NOS. 38, 39-2022, AND 41-2021 FOR FISCAL YEAR 2025/26.**
STRATEGIC GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

- A. Adopt Resolution No. 2025-09 ordering the City Engineer to prepare and to file an Engineer's Report related to maintenance of improvements in Landscaping Assessment District No. 38 and any assessment thereon for Fiscal Year 2025/26;
- B. Adopt Resolution No. 2025-10 ordering the City Engineer to prepare and to file an Engineer's Report related to maintenance of improvements in Landscaping Assessment District No. 39-2022 and any assessment thereon for Fiscal Year 2025/26;
- C. Adopt Resolution No. 2025-11 ordering the City Engineer to prepare and to file an Engineer's Report related to maintenance of improvements in the Landscaping Assessment District No. 41-2021 and any assessment thereon for Fiscal Year 2025/26; and
- D. Approve, and authorize the City Manager to sign, the Consultant Services Agreement with NBS Government Finance Group for a three-year term in a not-to-exceed amount of \$48,620, plus a contingency amount of \$5,000, for a total authorization amount of \$53,620.

FINANCIAL IMPACT:

The proposed agreement has a not-to-exceed amount of \$48,620, and with a \$5,000 contingency, the total authorization amount will be \$53,620 for three years, covering all three Landscape Assessment Districts (LADs). For Fiscal Year 2024/25, Year 1 of the contract, a total of \$21,000 is budgeted for this service in the LADs' Operating Budget.

Sufficient funds will be requested for the Fiscal Years 2025/2026 and 2026/2027, Years 2 and 3 of the Contract.

BACKGROUND:

There are three Landscape Assessment Districts (LADs) in the City: LAD No. 38, LAD No. 39-2022, and LAD No. 41-2021. As part of these assessment district updates, the City must undergo a three-step process every fiscal year. First, the City Council initiates the process by adopting resolutions ordering the City Engineer to prepare and file an engineer's report for each district, the action being recommended in this agenda item. Second, the report is finalized and presented to the City Council, which, in turn, adopts resolutions of intention that are set for a Public Hearing. Lastly, the City holds a Public Hearing at a City Council meeting where the assessment districts are approved and confirmed, resulting in the adoption of a resolution confirming the levy of assessments. Throughout the entire process, all proceedings for the maintenance of improvements will be pursuant to the provisions of the Landscape and Lighting Act of 1972 of Part 2 of Division 15 of the Streets and Highways Code of the State of California and applicable provisions of Proposition 218, Article 10 XIII D of the California Constitution.

On February 6, 2025, the City released a Request for Proposals (RFP) for landscape assessment district engineering services through the City's online bidding platform (PlanetBids). After the RFP closed, the City received four (4) proposals from the following firms:

#	Firm	FY2025/26 Cost	Total Contract Cost
1.	NBS Government Finance Group	\$15,745.00	\$48,620.00
2.	WEBB Municipal Finance, LLC.	\$18,500.00	\$57,181.65
3.	DTA Public Finance, Inc.	\$20,000.00	\$60,000.00
4.	SCI Consulting Group	\$20,160.00	\$60,480.00

ANALYSIS:

LAD No. 38

The City has an annual program for the maintenance of landscaped medians as well as parkway improvements along the major arterials, and intends to continue the said program by special assessments upon lands within the City. Funds must be provided to enable District No. 38 to continue its operation during the Fiscal Year 2025/26. District No. 38 encompasses the whole City and is illustrated in Exhibit "A-1" Map (Attachment 5).

LAD No. 39-2022

The City has an annual program for the maintenance of landscaping, open space improvements, five mini-parks, and trails, and intends to continue the said program by special assessments upon lands within the district. Funds must be provided to enable District No. 39-2022 to continue operating during the Fiscal Year 2025/26. District 39-2022 encompasses areas in the northeasterly part of the City, as illustrated in Exhibit

“A-2” Map (Attachment 5).

LAD No. 41-2021

The City has an annual program for the maintenance of landscaping and open space improvements, and intends to continue the said program by special assessments upon lands within the district. Funds must be provided to enable District No. 41-2021 to continue operating during the Fiscal Year 2025/26. District 41-2021 encompasses the southwesterly part of the City, as illustrated in Exhibit “A-3” Map (Attachment 5).

Assessment Engineering Services

Staff used qualitative metrics to evaluate each firm’s proposal and compared the hourly rates and proposed hours for each consulting task. Furthermore, all firm proposals were evaluated based on their ability to perform the required tasks and their relevant experience in providing similar services to other agencies in the region.

The proposal submitted by NBS Government Finance Group (“NBS”) demonstrates its extensive knowledge of assessment district engineering services and its ability to complete all tasks required for levying annual assessments. Staff recommends a three-year contract agreement, with a two-year extension option, with NBS to provide this service. In the past, NBS has provided support to the City in the outreach services related to the successful Proposition 218 process for the formation of LAD No. 39-2022. A short form of NBS’s proposal is attached as Exhibit “A” to the proposed Agreement.

LEGAL REVIEW:

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

PREPARED BY:



Nicholas Delgado, Management Analyst

4/1/2025

REVIEWED BY:

Hal Ghafari
Hal Ghafari, Public Works Manager/Asst. City Engineer

3/27/2025

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

3/27/2025

Jason Jacobsen
Jason Jacobsen, Finance Director

3/27/2025

Attachments:

1. 5.6.a Resolution No. 2025-09: LAD 38 - Preparation of Engineer's Report
2. 5.6.b Resolution No. 2025-10: LAD 39-2022 - Preparation of Engineer's Report
3. 5.6.c Resolution No. 2025-11: LAD 41-2021 - Preparation of Engineer's Report
4. 5.6.d Consulting Services Agreement with NBS
5. 5.6.e Maps - Exhibits A-1, A-2, and A-3

RESOLUTION NO. 2025-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR, CALIFORNIA, ORDERING THE CITY ENGINEER TO PREPARE AND TO FILE A REPORT RELATED TO THE MAINTENANCE OF PUBLIC IMPROVEMENTS IN THE CITY OF DIAMOND BAR ASSESSMENT DISTRICT NO. 38 AND ANY ASSESSMENT THEREON FOR FISCAL YEAR 2025-26.

WHEREAS, the City of Diamond Bar Assessment District No. 38 ("District") was created pursuant to Part 2 of Division 15 of the California Streets and Highways Code (§ 22500, et seq.); and

WHEREAS, California Streets and Highways Code § 22622 provides that the City Council shall adopt a resolution generally describing any proposed new improvements or substantial changes in existing improvements in the District and ordering the City Engineer to prepare and file a report related to annual maintenance and assessment in the District; and

WHEREAS, no new improvements or substantial changes in existing improvements are proposed for the District; 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, as set forth above, are in all respects true and correct and are incorporated herein by reference.

Section 2. The City Engineer is hereby ordered and directed to prepare or have prepared an annual report in accordance with California Streets and Highways Code §§ 22565, et seq., with respect to City of Diamond Bar Assessment District No. 38 for Fiscal Year 2025-26.

Section 3. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 1st day of April 2025.

CITY OF DIAMOND BAR

Chia Yu Teng, Mayor

ATTEST

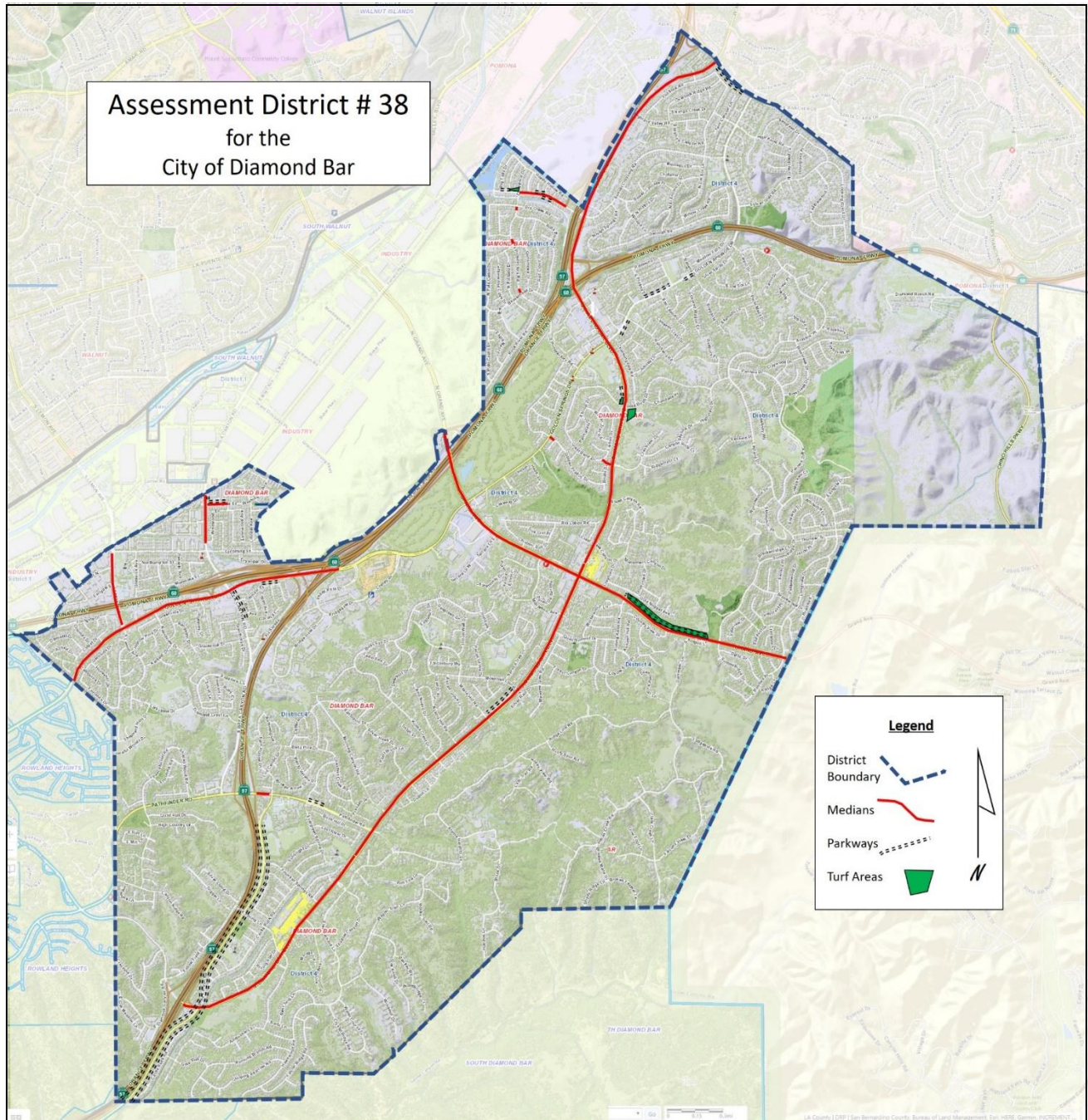
I, Kristina Santana, City Clerk of the City of Diamond Bar, do hereby certify that the foregoing Resolution was passed, approved and adopted at a regular meeting of the City Council of the City of Diamond Bar held on the 1st day of April 2025, by the following vote:

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

Kristina Santana, City Clerk

Exhibit A-1

Landscape Assessment District No. 38 Map



RESOLUTION NO. 2025-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR, CALIFORNIA, ORDERING THE CITY ENGINEER TO PREPARE AND TO FILE A REPORT RELATED TO THE MAINTENANCE OF LANDSCAPE IMPROVEMENTS IN THE CITY OF DIAMOND BAR ASSESSMENT DISTRICT NO. 39-2022 AND ANY ASSESSMENT THEREON FOR FISCAL YEAR 2025-26.

WHEREAS, the City of Diamond Bar Assessment District No. 39-2022 ("District") was created pursuant to Part 2 of Division 15 of the California Streets and Highways Code (§ 22500, et seq.); and

WHEREAS, California Streets and Highways Code § 22622 provides that the City Council shall adopt a resolution generally describing any proposed new improvements or substantial changes in existing improvements in the District and ordering the City Engineer to prepare and file a report related to annual maintenance and assessment in the District; and

WHEREAS, no new improvements or substantial changes in exiting improvements are proposed for the District; 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, as set forth above, are in all respects true and correct and are incorporated herein by reference.

Section 2. The City Engineer is hereby ordered and directed to prepare or have prepared an annual report in accordance with California Streets and Highways Code § 22565, et seq., with respect to City of Diamond Bar Landscape Assessment District 39-2022 for Fiscal Year 2025-26.

Section 3. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 1st day of April 2025.

CITY OF DIAMOND BAR

Chia Yu Teng, Mayor

ATTEST

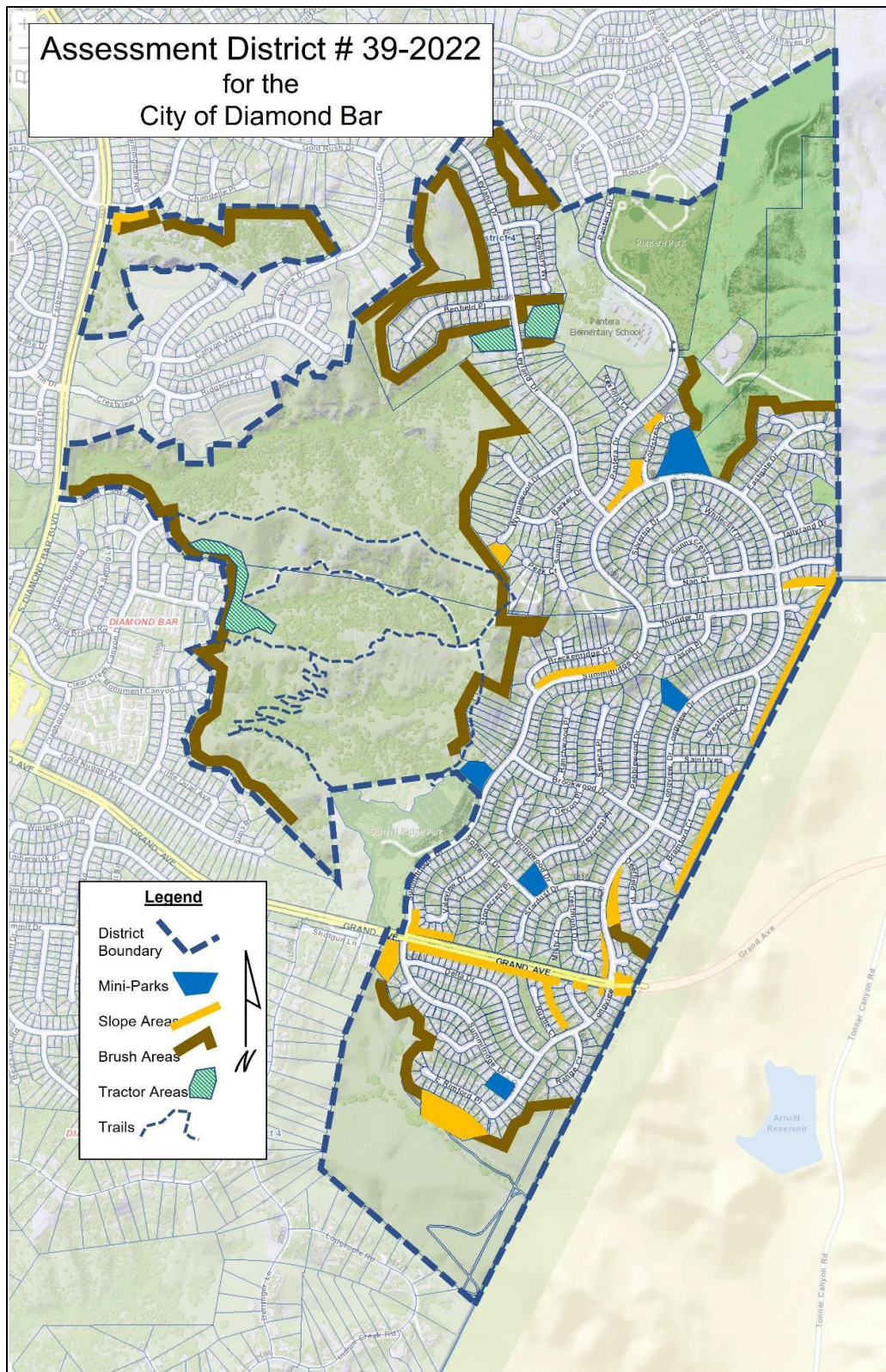
I, Kristina Santana, City Clerk of the City of Diamond Bar, do hereby certify that the foregoing Resolution was passed, approved and adopted at a regular meeting of the City Council of the City of Diamond Bar held on the 1st day of April 2025, by the following vote:

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

Kristina Santana, City Clerk

Exhibit A-2

Landscape Assessment District No. 39-2022 Map



RESOLUTION NO. 2025-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR, CALIFORNIA, ORDERING THE CITY ENGINEER TO PREPARE AND TO FILE A REPORT RELATED TO THE MAINTENANCE OF LANDSCAPE IMPROVEMENTS IN THE CITY OF DIAMOND BAR ASSESSMENT DISTRICT NO. 41-2021 AND ANY ASSESSMENT THEREON FOR FISCAL YEAR 2025-26.

WHEREAS, the City of Diamond Bar Assessment District No. 41-2021 ("District") was created pursuant to Part 2 of Division 15 of the California Streets and Highways Code (§ 22500, et seq.); and

WHEREAS, California Streets and Highways Code § 22622 provides that the City Council shall adopt a resolution generally describing any proposed new improvements or substantial changes in existing improvements in the District and ordering the City Engineer to prepare and file a report related to annual maintenance and assessment in the District; and

WHEREAS, no new improvements or substantial changes in exiting improvements are proposed for the District; 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, as set forth above, are in all respects true and correct and are incorporated herein by reference.

Section 2. The City Engineer is hereby ordered and directed to prepare or have prepared an annual report in accordance with California Streets and Highways Code § 22565, et seq., with respect to City of Diamond Bar Landscape Assessment District 41-2021 for Fiscal Year 2025-26.

Section 3. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 1st day of April 2025.

CITY OF DIAMOND BAR

Chia Yu Teng, Mayor

ATTEST

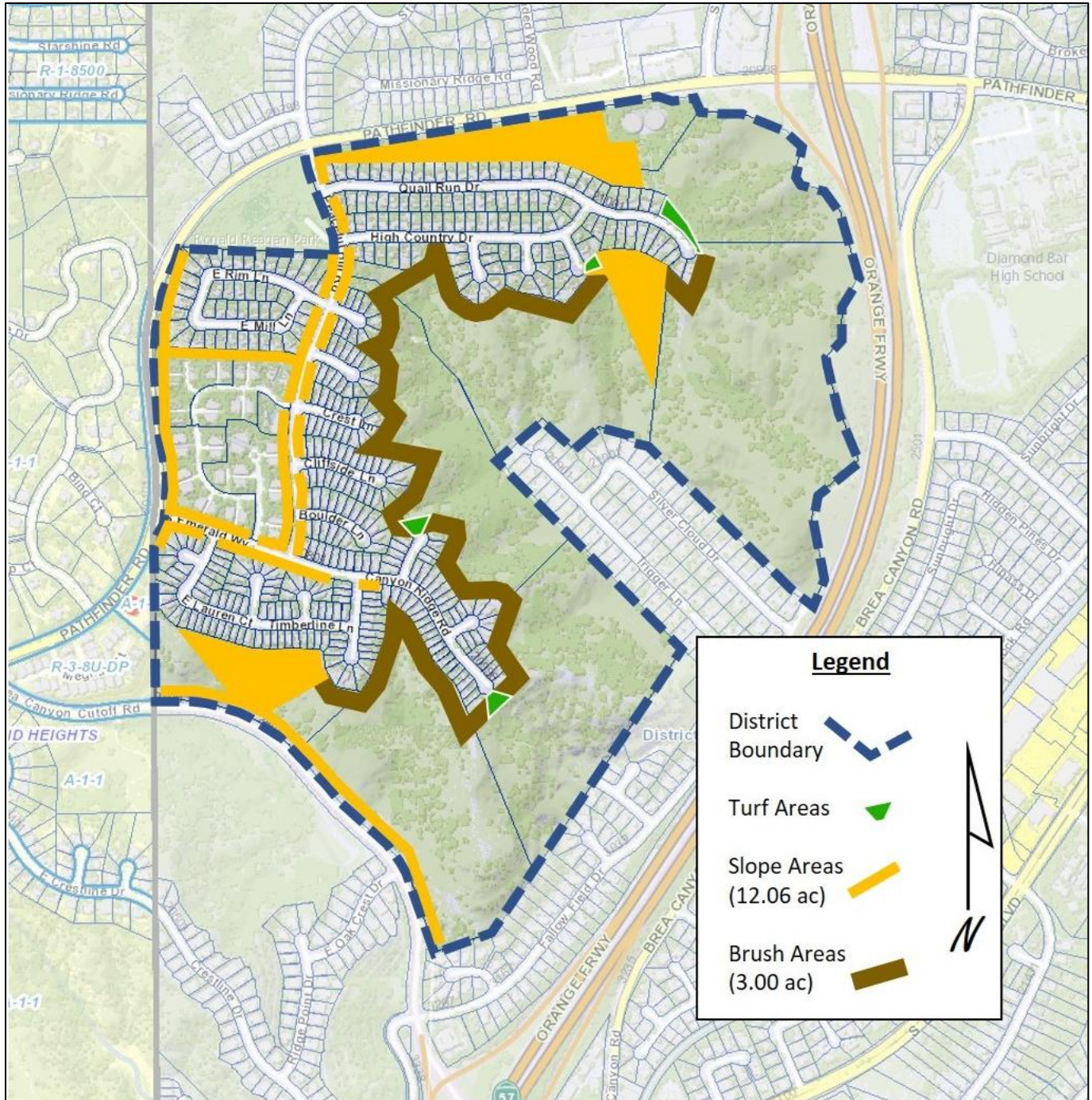
I, Kristina Santana, City Clerk of the City of Diamond Bar, do hereby certify that the foregoing Resolution was passed, approved and adopted at a regular meeting of the City Council of the City of Diamond Bar held on the 1st day of April 2025, by the following vote:

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

Kristina Santana, City Clerk

Exhibit A-2

Landscape Assessment District No. 41-2021 Map



CONSULTING SERVICES AGREEMENT

Design Professional

THIS AGREEMENT (the "Agreement") is made as of **April 1, 2025**, by and between the City of Diamond Bar, a municipal corporation ("City"), and **NBS Government Finance Group**, a California corporation ("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 **Assessment District Engineer 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.

Nicholas Delgado, Management Analyst (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 **April 1, 2025**, and shall continue until **December 31, 2028**, unless earlier terminated pursuant to the provisions herein.

The City Manager shall have the option to extend this Agreement for **one (1) additional two (2) 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 **Forty-Eight Thousand, Six Hundred Twenty Dollars and Zero Cents (\$48,620.00)** 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, Consultant shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

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

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

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

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

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

7. Status as Independent Contractor.

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

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

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

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

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

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

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

9. Indemnification. To the maximum extent permitted by Civil Code section 2782.8, Consultant shall defend, indemnify and hold harmless City, its officers, officials, employees, and volunteers ("Indemnitees") from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with:

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

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

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

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

10. Insurance.

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

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

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

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

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

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

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

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

cancel, reduce or otherwise modify the insurance coverage and in the event of any of the same by the insurer to immediately notify the City.

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

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

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

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

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

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

11. Confidentiality. Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or

received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant prepares reports of a proprietary nature specifically for and in connection with certain projects, the City shall not, except with Consultant's prior written consent, use the same for other unrelated projects.

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

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

14. Conflict of Interest.

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

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

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

event of such termination, City agrees to pay Consultant for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, unless the notice provides otherwise, except those services reasonably necessary to effectuate the termination. The City shall be not liable for any claim of lost profits.

16. Personnel/Designated Person. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Except as provided in this Agreement, Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right in its sole discretion to require Consultant to exclude any employee from performing services on City's premises.

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 within (5) days of being notified by the City to proceed.

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. Reserved.

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. Attorney's Fees. In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

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

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

“CONSULTANT”

NBS Government Finance Group
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Attn.: Michael Rentner, President
Phone: 800-676-7516
Email: mrentner@nbsgov.com

“CITY”

City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765-4178
Attn.: David Liu, Director
Phone: 909-839-7040
Email: dliu@diamondbarca.gov

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

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

30. Entire Agreement. This Agreement, and any other documents incorporated herein by reference, represent the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by a person duly authorized to do so under the City's Purchasing Ordinance.

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

"Consultant"

"City"

NBS Government Finance Group

CITY OF DIAMOND BAR

By: _____
 Printed Name: _____
 Title: _____

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.*

Aerial view of City of Diamond Bar
via Google Earth



CITY OF DIAMOND BAR

Proposal for:

**Landscape Assessment District
Engineering Services**

February 27, 2025



32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

nbsgov.com

February 27, 2025

Nicholas Delgado
Management Analyst
City of Diamond Bar
Department of Public Works
21810 Copley Drive
Diamond Bar, CA 91765

RE: Proposal for Landscape Assessment District Engineering Services

Dear Nicholas,

We understand that your City, the City of Diamond Bar, needs to hire an experienced firm to ensure that the special assessments for the three Assessment Districts are calculated and collected as accurately as possible, while striving to ensure that the City gets the most revenue that it is entitled to under the assessment formula. These assessments provide the revenue to support the parks, medians, and other assets and the high quality of life that your community values. Communication and data transparency are of importance, as well.

If awarded this contract, we intend to take as much of the administrative burden off your hands so that you can focus on running the City. NBS will proactively and diligently research and then track the parcels, catalogue any unique situations from year to year, provide necessary reporting, and place our toll-free phone number on the tax bills for property owners and related parties to contact us via our Customer Care team. We have some excellent options to discuss with you regarding online data access, via our D-FAST[®] proprietary software system and our CivicMic outreach and engagement services.

By way of background, NBS has nearly three decades of history providing these types of services. Last year, we placed over \$1 Billion on property tax rolls across the State. Many cities, school districts and other local governments turn to NBS for these types of services. This includes, for example, the cities of Los Angeles, Palmdale, Long Beach, Whittier and others in LA County, as well as the Manhattan Beach Unified School District. NBS has recently collaborated with nearby communities on a value capture project as part of the LA Metro team. We have an excellent track record in interfacing with the LA County tax collection system and staff. Across California, we provide these types of services – from National City in the south to San Bruno and Fortuna up north.

In the recent past, a number of cities have turned to NBS when they realized that their current consultant was not doing the appropriate research and performing due diligence. In many cases (Palmdale is one such case), NBS was able to “find” thousands of errors and commensurate dollars in revenue via this due diligence.

Please contact me at 800.676.7516 or via email at dwood@nbsgov.com if you have any questions or would like to discuss our professional qualifications further. We would genuinely like to work on this project and help the City move forward successfully.

Sincerely,

Danielle Wood
Director

Michael Rentner, Authorized Signer
President

helping communities fund tomorrow

2 | FIRM'S EXPERIENCE/REFERENCES


AT-A-GLANCE: HELPING COMMUNITIES FUND TOMORROW

29 YEARS In Business

100% ESOP NBS is a 100% employee-owned S-Corporation

 **NBS HEADQUARTERS**
32605 Temecula Pkwy | Suite 100
Temecula, CA 92592

SAN FRANCISCO REGIONAL OFFICE
870 Market Street | Suite 1223
San Francisco, CA 94102

 **CONTACT: Danielle Wood**
800.676.7516
dwood@nbsgov.com

\$1B LEVIED*

 **LEGAL NAME**
NBS Government Finance Group

DBA
NBS

52 EMPLOYEES

 **INDIVIDUAL AUTHORIZED TO NEGOTIATE AGREEMENT**
Michael Rentner, President

Since 1996, NBS has supported California municipalities with the implementation and ongoing administration of local funding tools.

While the firm originally focused on Special Financing Districts (SFDs), specifically the formation and administration of special assessments and taxes, we have evolved with our clients' needs and now provide a full range of revenue consulting services. We focus on sustainable water and wastewater utility rate programs, cost allocation plans, cost recovery, and legally justified fee design. Across all practice areas, we have worked with more than **500 public agencies** to date, including cities, counties, school districts, utilities, and special districts.

**NBS levied over \$1 billion for FY 2024/25 across more than 6 million parcels.*



District Consulting Group

The NBS District Consulting Group ensures your Special Financing Districts (SFD) and related revenue tools are well-developed from their inception, and then administered robustly over their lifetime.



We act as strong advocates for our public agency clients to ensure that any SFD or other revenue tool is appropriate and well-crafted for the need. Throughout our engagement, we provide sage guidance and recommendations. We are often called upon to present complex issues to councils, boards and interested parties.



We have supported thousands of SFDs including millions of parcels and have worked through virtually every conceivable challenge in their use. Our experience is with all manner of special assessments, special taxes – including Community Facilities Districts (CFDs) – and other fees.



Whether the need is identifying and funding negative fiscal impacts, financing needed infrastructure, or providing community-desired services, our expert consultants have deep experience and help navigate the challenges.

3 | PROJECT UNDERSTANDING

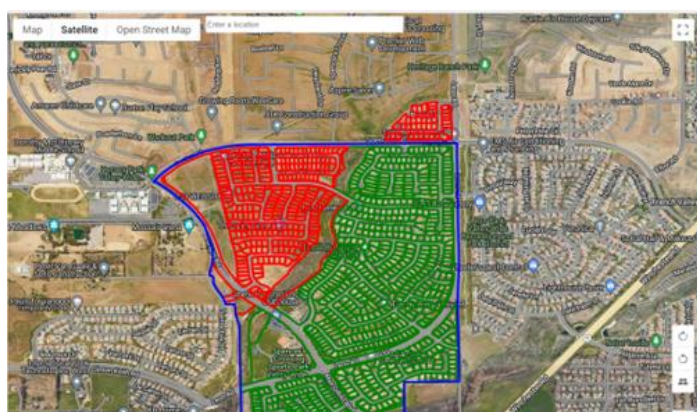
Project Understanding

The services required by the City pertain to annually updating the City's three existing Landscape Maintenance District Numbers 38, 39-2022 and 41-2021. As highlighted in this proposal, NBS boasts a 29-year legacy of delivering the precise services outlined in the RFP. We have successfully provided these services to more than 150 public agencies across Southern California and the entire state. Our team of 52 professionals manage millions of parcels within Assessment Districts and similar parcel tax-based districts. We developed our own internal proprietary software, called D-FAST[®], to assist us with data management. Using the latest GIS tools and other resources, NBS proactively manages the annual process.

TRANSITIONING THE WORK

NBS has successfully transitioned work from previous consultants dozens of times. We make this process as painless as possible by providing the City key action items needed for a smooth transition. Our proven onboarding process ensures a seamless integration for City staff. Additionally, D-FAST[®] allows us to view the essential data in real-time, ensuring the accuracy of district records.

We aim to give the City peace of mind and reassurance that their districts are being assessed accurately and completely. Within this initial setup, we upload the district's data by fund number, draw the boundaries established at the time of formation, and conduct a visual analysis. Our extensive experience with hundreds of similar SFDs and the systems we have developed ensure this accuracy.



This is a visual representation of D-FAST capabilities in annually reviewing districts being levied, reflecting possible issues that could happen over time if neglected.

For instance, in the illustration above, the parcels highlighted in green represent properties currently levied for that specific district. The parcels highlighted in red represent those located within the district boundary but are not being levied, parcels that straddle the district boundary, and those parcels located outside of the boundary that are being levied in error (district boundaries are illustrated by the dark blue outline).

At NBS, we provide real-time data application and offer the City a visual representation to tell the story. A picture is worth a thousand words, and when it illustrates missing parcels, it could highlight millions of dollars over time. Our goal is to capture as much revenue as possible for the essential services that the City provides to its constituents. This also ensures that local dollars are being spent within the designated local communities.

Scope of Services

We understand the scope to follow to include the City's desired objectives and deliverables:

1. Consultation with City staff to discuss scope, objectives, and deadlines
2. Review existing methodology for assessment processes

3. Confirmation of total number of assessable parcels
4. Provide levy calculations for each tax year
5. Preparation of Engineer's Reports (draft/final)
6. Preparation of City Council Resolutions
7. Preparation of staff reports, presentations, and other documents
8. Participation in meetings and public hearings
9. Response to public inquiries and appeals
10. Submit City Council approved Assessment Rolls in the required format to the County of Los Angeles and provide confirmation to the City.

Noting the RFP-provided scope of work above, below outlines our standard process for Landscape and Lighting Assessment District administration. At the kickoff meeting, we can review and customize the scope to meet the specific needs of the City.

1972 Act Landscape and Lighting Assessment District (LLAD) Administration

KICK-OFF MEETING, PROJECT SCHEDULE

NBS will meet with City staff, legal counsel and other interested parties to:

- Establish lines of communication.
- Clarify the specific project goals, components and criteria that will meet the City's preference.
- Identify and resolve any special circumstances that may be involved in the administration of the District.
- Develop project schedules to meet legal requirements and provide for effective interfacing of all involved parties.
- Establish meeting points consistent with schedule to achieve project milestones.
- Establish and coordinate with City staff a schedule to assure completion of necessary actions and compliance with statutes.

DATABASE DEVELOPMENT

NBS will update the database with the current County Assessor's information including property owner names and addresses, and any other available data that will augment the existing database.

BUDGET PREPARATION

NBS will meet with City staff to review the district budget/s for the coming fiscal year. The budget/s will be based on historical costs and actual and/or projected changes in costs and/or improvements to be maintained. Cost categories may include, but are not limited to, capital improvements and maintenance costs, incidental costs (engineering, legal, City administration) and reserve funds.

ASSESSMENT COMPUTATION AND RATE ANALYSIS

NBS will compute the assessments for each parcel according to the Method of Assessment for each district. NBS will provide an assessment summary which will include the maximum assessments and current year assessments, separated by zone and method of assessment categories, as applicable.

ENGINEER'S REPORT PREPARATION

NBS will prepare the annual Engineer's Reports and provide to City staff. The annual Engineer's Reports do not require a Registered Professional Engineer (PE) signature and stamp unless an assessment increase, as defined by Proposition 218, occurs. The Reports will consist of:

- District background information.
- A detailed and technically supported Method of Assessment.
- A description of the improvements and services that are being funded by the district.
- A cost estimate for the improvements and services being funded.
- Copy or reference to the original District Diagram.
- A table showing assessment levies by zone and method of assessment categories.
- An Assessment Roll listing assessments by parcel or reference a complete roll on file with the City.

REPORT REVIEW AND APPROVAL

NBS will meet via conference call with City staff to review the Engineer's Reports for modifications and approval.

NOTICING AND RESOLUTION COORDINATION

NBS will coordinate activities to ensure that required tasks are completed within the scheduled time frame. NBS will assist the City (or the City's legal counsel) with preparation of any notice of public hearing or other meetings requiring publication. NBS will assist the City (or the City's legal counsel) with preparation of the staff report, all legal notices and the associated resolutions described below:

- Resolution describing improvements, initiating proceedings, and ordering the engineer to prepare and file a report for the City.
- Resolution preliminarily approving the Engineer's Report.
- Resolution of Intention declaring the intention of the City Council to levy and collect assessments and setting a date for the public hearing.
- Resolution authorizing the placement of assessments on the secured property tax bills.

COUNCIL MEETING ATTENDANCE

NBS will attend the public hearing as requested by the City.

LEVY SUBMITTAL

NBS will submit the levy to the County Auditor-Controller in the required format. Assessments rejected by the County Auditor-Controller will be researched and resubmitted for collection on the County Tax Roll. Any parcels that are not accepted by the County for collection will be invoiced with payment to be directed to the City.

MAINTAIN DISTRICT DATA

NBS will annually track all parcel changes to ensure that all changes are documented. Historical parcel change data will be maintained by NBS.

ANNUAL LEVY REPORT

NBS will provide an annual Levy Summary Report for each district. The report will include a parcel listing with key rate identifiers and final levy amounts. Parcel and levy data can be provided via an emailed electronic file and printed, if desired.

CONSULTING SUPPORT

NBS shall provide a toll-free phone number for use by the City, other interested parties and all property owners. NBS will be available to answer questions regarding the districts and the ongoing collection of assessments. Bilingual staff is available to assist Spanish-speaking property owners.

PROPOSITION 218 COMPLIANCE

NBS has worked with many public agencies to comply with the requirements of Proposition 218. Each agency has different requirements and resources to complete the necessary tasks of assessment balloting procedures. Therefore, NBS recommends an individually tailored approach to Proposition 218 compliance. Fees for such services will be negotiated at the appropriate time.

ASSESSMENT DIAGRAM

NBS will obtain the existing assessment diagram and will make reference to any annexations or parcel changes, as necessary, for an additional fee.

ENGINEER SIGNATURE AND STAMP OF ANNUAL ENGINEER'S REPORT

NBS will have our Registered Professional Engineer (PE) review the Engineer's Report for signature and stamp as requested by the City.

As-Needed Formation Services | Optional

An optional scope for 1972 Act Assessment District Formation services is provided in Appendix B for the City's consideration.

D-FAST Online Software | Optional



D-FAST® Software

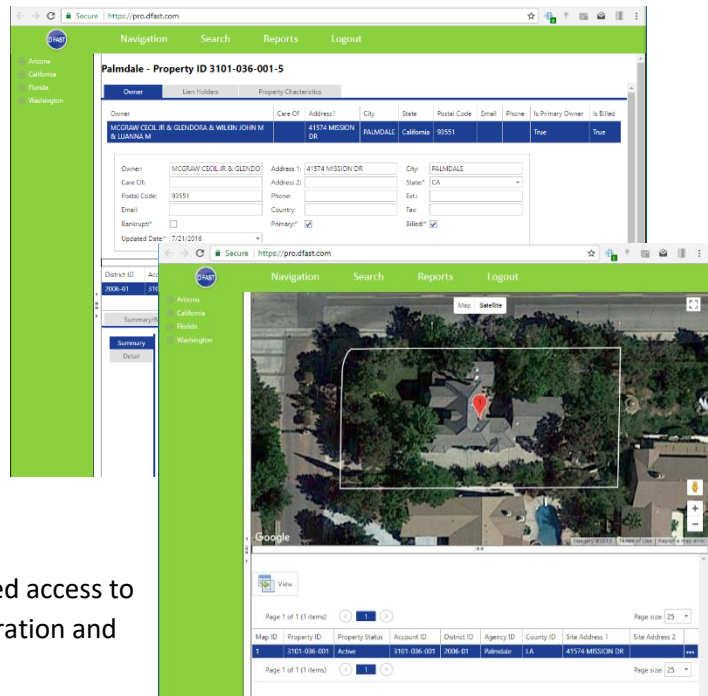
As mentioned, D-FAST® is an optional service enhancement for the City's experience that allows direct access to the relevant data. This option is not part of the base Annual Administration services and fees.

NBS developed D-FAST®, an acronym for District Fees, Assessments, and Special Taxes, which has become the industry-leading software. We use this powerful administrative tool in-house to administer a wide range of special taxes, special assessments, and other parcel charges for our clients. It is also licensed to public agencies across the United States for their internal use. D-FAST® is an optional

service enhancement for the District's experience to access the data; however, this selection is completely optional and is not conditional to perform the Annual Administration services.

Our D-FAST® web portal, called **D-FAST® Online Pro**, is available to our clients (small annual subscription fee) and uniquely combines real-time D-FAST data with County parcel boundaries and Google Maps. It provides “real-time” access to districts and underlying parcel data, allowing the City to:

- Gain enhanced insight with integrated Google Map's satellite imagery, street maps, and 360° street view.
- View ownership, property information, and boundaries for each parcel.
- See detailed billing & payment history for each account.
- Understand a particular parcel's background and status.
- Confirm if there are overlapping districts on a single parcel.



With **D-FAST® Online Pro**, City staff have enhanced access to the data while NBS still provides the full administration and toll-free phone support.



Public Engagement and Outreach | Optional

As communication is paramount, the NBS team developed the **CivicMic** platform, which focuses on providing collaborative governance services including outreach, public engagement, and adaptive management, bringing citizen voices into the governance process. Through our customized approach, we engage residents of diverse backgrounds for unique perspectives using social media and other collaborative activities.

Potential Concerns

We do not anticipate concerns or issues related to this project but provide the following for the City's consideration.

ASSESSMENT DEFENSE

Even though a legal challenge is not expected at this stage (years after the formation of the districts), NBS can support the City through challenges to the assessments.

In our experience, ensuring the accuracy and fairness of assessments is paramount to connecting to the community. **At NBS, we pride ourselves on our meticulous approach to assessment methodology, which has resulted in a flawless track record with no legal challenges to date.** Our team is dedicated to proactively preventing issues by thoroughly vetting questions and data at a high level. In the event of a legal challenge, we stand ready to assist the City with data accuracy reviews, appeal processes, and responses to property owner claims, ensuring that assessments are calculated based on the adopted methodology and recent changes in assessment law.

We work diligently on prevention of issues and vet questions and data at a high level. For this engagement, we would first review the assessment methodology and provide recommendations, even knowing that this has been vetted by the previous consultant. The environment and practices continue to evolve, and NBS is looked to as the consultant who can provide proactive recommendations where others have failed to do so.

To that end, NBS views our relationship with the City as an extension of staff. We will essentially be “on retainer” to provide the services listed within our administration scope. NBS will interface with property owners and others in defense of the assessment and discuss a myriad of issues with certain parties. This is a part of our annual service provided at no additional cost. NBS will also defend its work, as is customary and contractually provided for. In the case of a lawsuit against the assessment itself, NBS would work closely with the City to provide resources as needed, some of which may logically be out of scope or out of the norm.

In the event of a legal challenge to the assessments or claim by a property owner that they do not receive special benefits or other allegations, NBS would assist the City with responding to a property owner challenge or claim by:

- Reviewing the accuracy of the data used as the basis of the assessment and if incorrect, we would amend the assessment levy to reflect the proportional special benefit received. Our experience has found that the County Assessor’s data may not always reflect special characteristics for a parcel that would affect the special benefit that a parcel receives. This is part of our annual administration process, without additional cost.
- Assisting the City in establishing an appeal process if the City has not already adopted one. This ensures that property owner challenges or claims are reviewed in a consistent and timely manner.
- Preparing a written response to the City that clearly outlines how the assessment was calculated based upon the adopted assessment methodology as approved by the City Council.
- Conducting an annual review of the City’s adopted assessment methodology in view of recent changes in assessment law or court cases that may affect the City’s basis of assessment.

4 | SCHEDULE

The following is an overview of our proposed project schedule. We will discuss a detailed schedule at the kick-off meeting, along with the expected timing for individual tasks.

LLAD Annual Administration Timeline for the City of Diamond Bar

Month	Activity	Deliverable
April	Notice to Proceed	Contract
April	Kick-Off Meeting	Detailed Timeline
April	Commence budget/cost recovery process	Budget
April	Database Development	Full Database
May	Council Meeting ordering Engineer's Report	Resolutions and Staff Reports
May	Prepare Draft Engineer's Report	Draft Engineer's Report
May	Refine Engineer's Report	Final Engineer's Report
June	Council Meeting approving Engineer's Report and setting Public Hearing	Resolutions and Staff Reports
June	Public hearing and adoption of Engineer's Report and Annual Levies	Resolutions and Staff Reports
July	Prepare final levies Quality control process	Initial Levy Submittal
August	Final Levy Check and review	Levies to the County
September	Manage any rejected or direct bill parcels Reconcile annual levies	Direct bills Final Reconciliations
October	Prepare Annual Reports Respond to Property owner phone calls	Final Levy Summary
November	Respond to property owner phone calls	Excellent Property Owner Services
December	Respond to property owner phone calls	Excellent Property Owner Services

APPENDIX B | SCOPE FOR AS-NEEDED FORMATIONS

1972 Act Assessment District Formation | Optional Phase 1 - Proposition 218 Special vs. General Benefit Analysis

Based on the City's mention of any future districts as appropriate, we have included our formation scope for the City's consideration.

BUDGET DEVELOPMENT

NBS will review a budget for the projected costs of improvements, maintenance, and services. Cost categories may include, but not be limited to, all relevant expenses, capital improvements, incidental costs (engineering, legal, City staff, consultants and ongoing administration), operating reserves, capital improvement reserves, and equipment/material replacement reserves.

PARCEL DATABASE

NBS will establish a parcel database for assessor parcels as currently shown on the County assessor's parcel maps or development maps. The database will include land divisions, ownership and mailing information, and parcel information relevant to the spread of the assessments.

SPECIAL VS. GENERAL BENEFIT ANALYSIS

NBS will review the proposed improvements, maintenance, services, budgets, location and type of improvements, special benefit, general benefit, and recent case law with legal counsel. Meet with City staff and legal counsel to discuss appropriate and/or alternative approaches to the proposed assessment district. Provide staff with related support for the duration of the project.

CITY REVIEW

NBS will communicate with City staff for the review of costs, improvements, maintenance, services, statute requirements and benefits conferred.

SEPARATION AND QUANTIFICATION OF SPECIAL AND GENERAL BENEFIT

NBS will analyze improvements, maintenance, services, proposed boundaries, district characteristics, parcel characteristics, special and general benefits conferred, and assessment engineering industry standards and sources to separate and quantify special vs. general benefit in compliance with the special benefit requirements of Proposition 218 for review by all stakeholders.

METHOD OF ASSESSMENT (RATES)

NBS will prepare a Method of Assessment, including rates, in compliance with the proportionality requirements of Proposition 218 for review by all stakeholders.

FINDINGS AND RECOMMENDATIONS MEMO

NBS will prepare a Memo summarizing the findings and recommendations. The main goal of the report is to separate and quantify special and general benefit and to provide a Method of Assessment for the proposed assessment district in accordance with the special benefit and proportionality requirements of

Proposition 218 and recent case law. The report will provide analysis and numerical support for the breakdown of special vs. general benefit and the Method of Assessment. The City will use the report to determine the amount of the general fund contribution and the amount that can be assessed under the proposed assessment district. The City may also use the report for community outreach efforts where all stakeholders may provide input, and participate.

MEETING ATTENDANCE

NBS will attend up to two in-person meetings (including community outreach meetings) to address questions and/or concerns. NBS will attend additional in-person meetings as requested by the City subject to additional expenses for time and travel.

Phase 2 - Proposition 218 Landscape and Maintenance Assessment District Formation Services

PROJECT SCHEDULE

NBS will communicate with City staff, legal counsel and other interested parties to:

- Establish lines of communication.
- Clarify the specific project goals, components and criteria that will meet the City's preference.
- Identify and resolve any special circumstances that may be involved in the formation.
- Develop project schedules to meet legal requirements and provide for effective interfacing of all involved parties.
- Establish meeting points consistent with the schedule to achieve project milestones.
- Establish and coordinate with City staff a schedule to assure completion of necessary actions and compliance with statutes.

RESOLUTIONS, NOTICES AND BALLOTS

NBS will work with legal counsel to prepare Resolutions, notices and ballots, as required, for compliance with the 1972 Act and Proposition 218. NBS will review legal notice of the public hearing to be published by the Clerk, as required, by the 1972 Act.

PRELIMINARY ENGINEER'S REPORT

NBS will prepare, submit and review with City staff a Preliminary Engineer's Report, including description of improvements, map of improvements, plans and specifications, cost estimate, assessment methodology, assessment roll and diagram.

FINAL ENGINEER'S REPORT

NBS will prepare, submit and review with City staff a Final Engineer's Report, including description of improvements, map of improvements, plans and specifications, cost estimate, assessment methodology, assessment roll and diagram.

PUBLIC HEARING AND BALLOT TABULATION

NBS will tabulate the ballots returned via the most appropriate method (bar code or other) and report the results to the legislative body at the completion of the public hearing.

DIAGRAM RECORDATION

NBS will record the diagram with the County Recorder.

LEVY CALCULATION

NBS will calculate the first year's levy and process for approval by City Council simultaneously with the assessment formation proceedings.

MEETING ATTENDANCE

NBS will attend the public hearing in-person to tabulate the ballots and address questions and/or concerns. NBS will attend additional in-person meetings as requested by the City subject to additional expenses for time and travel.

CONSULTING SUPPORT

NBS will provide a toll-free phone number for use by the City staff and all stakeholders. NBS staff will be available to answer questions regarding the formation.

FEE PROPOSAL

Our proposed fees below are based upon our understanding of the varied project areas and include reasonable assumptions. We understand that there may be project areas with varying degrees of complexity. As with all our engagements, we fully anticipate collaborating with the City to refine the final scope and fee, should we be selected for this project.

Over multiple decades, NBS has identified a range of hours required to complete administration for all types of Special Financing Districts. We do not invoice any additional hours above those utilized for pricing the work. Due to the various tasks required throughout the year, our Administration services are annual fees which are spread over the year through quarterly billing. These are not billed hourly.

CITY OF DIAMOND BAR - LLAD No. 38						
Study Tasks	Consultant Labor (Hours)				Grand Totals	
	Director (McCargo)	Senior Consultant (Harvey)	Engineer (Egan/ Tamargo)	Clerical/ Support	Consultant Labor (Hrs.)	Consultant Costs (\$)
<i>Hourly Rate</i>	\$250	\$200	\$225	\$110		
<i>Landscape Assessment District Engineering Services (No. 38)</i>						
Kickoff Meeting/Project Schedule		2.0			2.0	\$400
Database Development		4.0			4.0	800
Budget Preparation		2.0			2.0	400
Assessment Computation and Rate Analysis		4.0			4.0	800
Engineer's Report Preparation		4.0		1.0	5.0	910
Report Review and Approval	1.0				1.0	250
Noticing and Resolution Coordination		2.0			2.0	400
Council Meeting Attendance		2.0			2.0	400
Levy Submittal		2.0			2.0	400
Maintain District Data		2.0			2.0	400
Annual Levy Report		1.0			1.0	200
Consulting Support	1.0	2.0		10.0	13.0	1,750
Proposition 218 Compliance					-	-
Assessment Diagram					-	-
Engineer Signature and Stamp of Annual Engineer's Report			1.0		1.0	225
TOTAL NOT TO EXCEED FY 2025/26	2.0	27.0	1.0	11.0	41.0	\$7,335
TOTAL NOT TO EXCEED FY 2026/27						\$7,475
TOTAL NOT TO EXCEED FY 2027/28						\$7,700

CITY OF DIAMOND BAR - LLAD No. 39-2022						
Study Tasks	Consultant Labor (Hours)				Grand Totals	
	Director (McCargo)	Senior Consultant (Harvey)	Engineer (Egan/Tamargo)	Clerical/Support	Consultant Labor (Hrs.)	Consultant Costs (\$)
Hourly Rate	\$250	\$200	\$225	\$110		
Landscape Assessment District Engineering Services (No. 39-2022)						
Kickoff Meeting/Project Schedule		2.0			2.0	\$400
Database Development		1.0			1.0	200
Budget Preparation		1.0			1.0	200
Assessment Computation and Rate Analysis		2.0			2.0	400
Engineer's Report Preparation		4.0		1.0	5.0	910
Report Review and Approval	1.0				1.0	250
Noticing and Resolution Coordination		1.0			1.0	200
Council Meeting Attendance		2.0			2.0	400
Levy Submittal		1.0			1.0	200
Maintain District Data		1.0			1.0	200
Annual Levy Report		1.0			1.0	200
Consulting Support		1.0		2.0	3.0	420
Proposition 218 Compliance					-	-
Assessment Diagram					-	-
Engineer Signature and Stamp of Annual Engineer's Report			1.0		1.0	225
TOTAL NOT TO EXCEED FY 2025/26	1.0	17.0	1.0	3.0	22.0	\$4,205
TOTAL NOT TO EXCEED FY 2026/27						\$4,350
TOTAL NOT TO EXCEED FY 2027/28						\$4,500

CITY OF DIAMOND BAR - LLAD No. 41-2021						
Study Tasks	Consultant Labor (Hours)				Grand Totals	
	Director (McCargo)	Senior Consultant (Harvey)	Engineer (Egan/Tamargo)	Clerical/Support	Consultant Labor (Hrs.)	Consultant Costs (\$)
Hourly Rate	\$250	\$200	\$225	\$110		
Landscape Assessment District Engineering Services (No. 41-2021)						
Kickoff Meeting/Project Schedule		2.0			2.0	\$400
Database Development		1.0			1.0	200
Budget Preparation		1.0			1.0	200
Assessment Computation and Rate Analysis		2.0			2.0	400
Engineer's Report Preparation		4.0		1.0	5.0	910
Report Review and Approval	1.0				1.0	250
Noticing and Resolution Coordination		1.0			1.0	200
Council Meeting Attendance		2.0			2.0	400
Levy Submittal		1.0			1.0	200
Maintain District Data		1.0			1.0	200
Annual Levy Report		1.0			1.0	200
Consulting Support		1.0		2.0	3.0	420
Proposition 218 Compliance					-	-
Assessment Diagram					-	-
Engineer Signature and Stamp of Annual Engineer's Report			1.0		1.0	225
TOTAL NOT TO EXCEED FY 2025/26	1.0	17.0	1.0	3.0	22.0	\$4,205
TOTAL NOT TO EXCEED FY 2026/27						\$4,350
TOTAL NOT TO EXCEED FY 2027/28						\$4,500

Formation Fees | Optional

Phase 1 \$TBD
Phase 2 \$TBD
Pricing for as-needed Formation services can be provided upon the City’s request.

D-FAST Online Pro Web Portal | Optional

One-Time Setup Fee \$500
Annual Fee \$1,500

D-FAST® is an optional service enhancement for the City’s experience that allows direct access to the relevant data. This option is not part of the base Annual Administration services and fees.

Public Engagement and Outreach | Optional

Service Fee..... \$TBD
Pricing for Public Engagement and Outreach services can be provided upon the City’s request.

EXPENSES

Customary out-of-pocket expenses will be billed to the City at actual cost to NBS. These expenses may include, but not be limited to, mailing fulfillment, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees.

ANNUAL FEE INCREASES

As per the City’s RFP, cost of living increases shall be kept the same for the first three (3) years of the contract and a rate increase will only be considered in year four (4) and year five (5), if an extension is awarded. The Cost-of-Living Adjustment (COLA) would be the actual cost of living increase based on the 12-month change from April/May to April/May in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all urban consumers for the applicable region.

ADDITIONAL OPTIONAL SERVICES – HOURLY RATES

The table on the following page shows our current hourly rates. Optional services authorized by the City but not included in the scope of services will be billed at this rate or the then applicable hourly rate. This may include attendance at additional meetings, notice and ballots, etc.

Title	Hourly Rate
Director	\$250
Associate Director / Engineer	\$225
Senior Consultant	\$200
Consultant	\$175
Senior Project Analyst	\$165
Financial/Project Analyst	\$150
Project Resource Analyst	\$130
Clerical / Support	\$110

TERMS

Administration services will be invoiced at the beginning of each quarter. As-needed formation services will be invoiced monthly. Fees for all other services will be invoiced monthly for work completed. Expenses will be itemized and included in the next regular invoice. If the project is prematurely terminated by either party, NBS shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days, simple interest will begin to accrue at the rate of 1.5% per month. Either party can cancel consulting contract with 30 days' written notice.

Exhibit A-1

Landscape Assessment District No. 38 Map

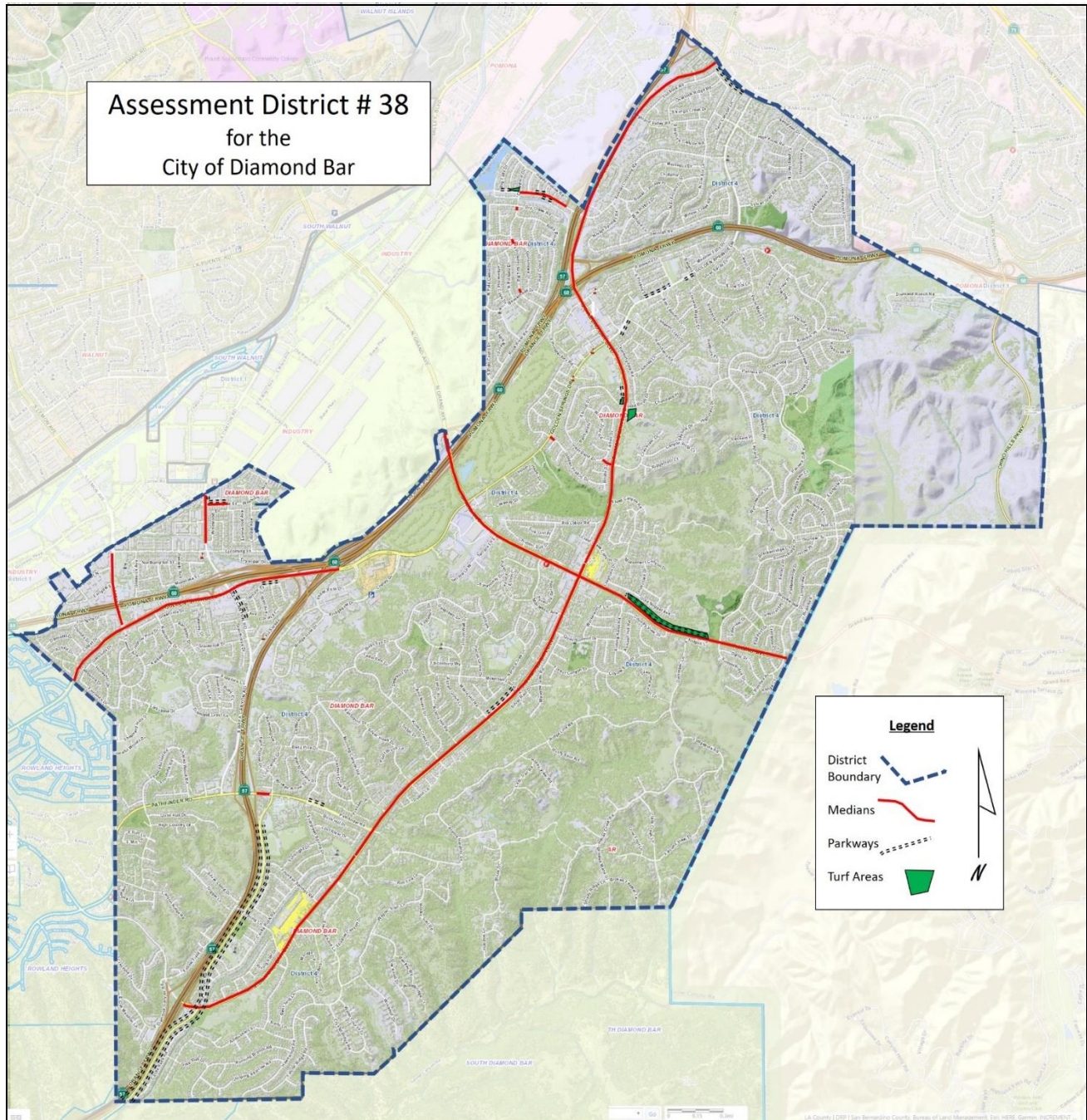


Exhibit A-2

Landscape Assessment District No. 39-2022 Map

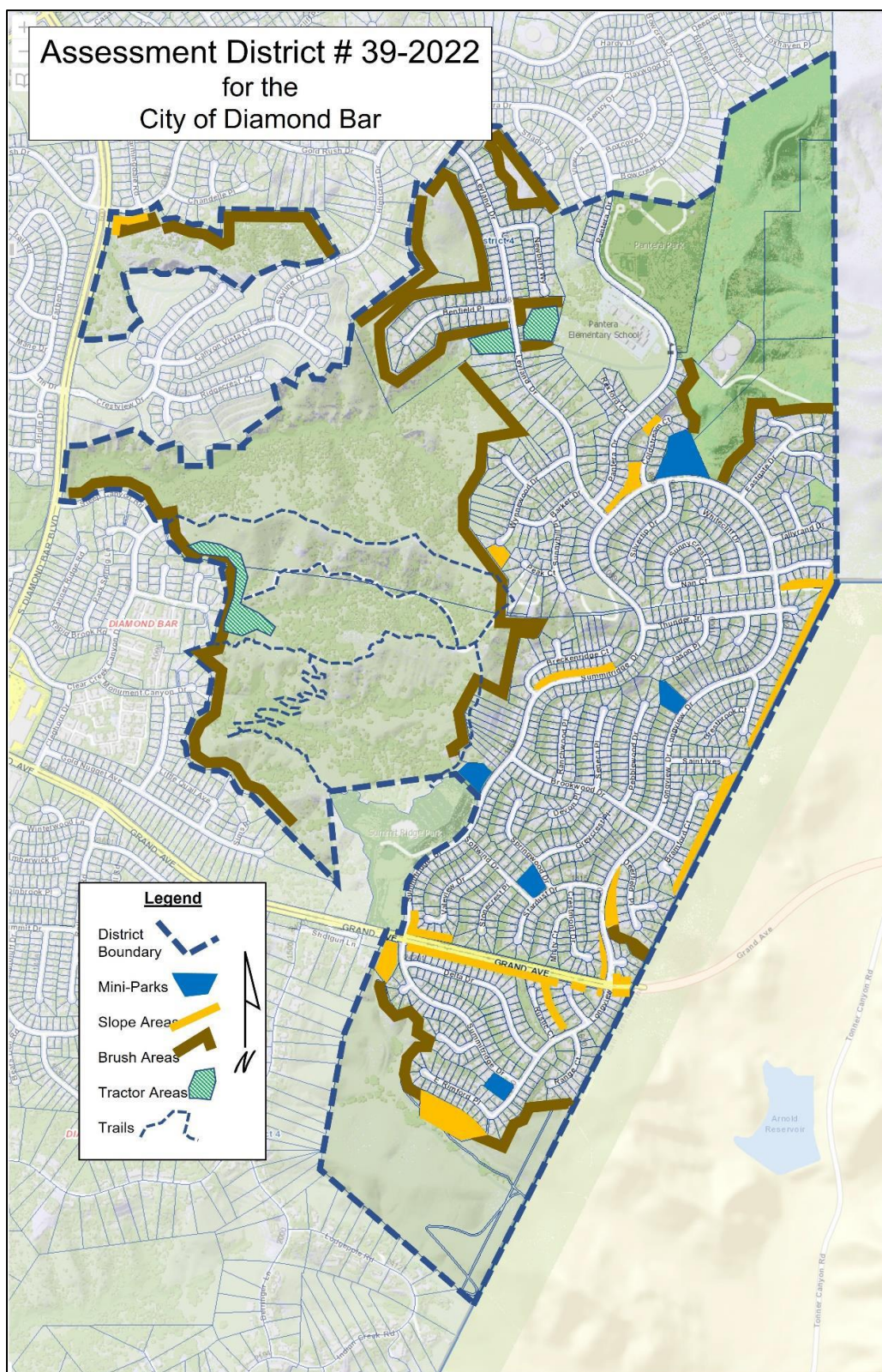


Exhibit A-3
Landscape Assessment District No. 41-2021 Map

